



NOTICE OF A 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.

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, March 24, 2026
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.
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 facilities. The proposed expenditure of funds shall not exceed \$400,000.00.
8. Discussion regarding the monthly Payables Report and Gatekeeping Report.
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.

**Sealy Economic Development Corporation
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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.
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.
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
13. Request(s) for future agenda items and comment(s).
14. Adjournment.

CERTIFICATION

I hereby certify that a copy of the April 14, 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 at least 3 business days before the scheduled date of the meeting.

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.*

Minutes

Item 5



MINUTES
REGULAR MEETING
SEALY ECONOMIC DEVELOPMENT CORPORATION
SEALY EDC BOARD ROOM
330 MAIN STREET SUITE 5
SEALY, TX 77474
TUESDAY, MARCH 24, 2026
6:00 P.M.

1. Call to Order

President Schiller called the meeting to order at 6:00 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
James Brooks
Cody Hogue

Absent:

Brenda Krchnak

None

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, City of Sealy, Director of Public Works
Jared Englekey, P.E.

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.

**Sealy Economic Development Corporation
Meeting Minutes
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5. **Discussion and possible action to approve the minutes for the following date(s):**
- Tuesday, January 27, 2026

Jennifer Sullivan made a motion to approve the Tuesday, January 27, 2026, minutes. James Brooks seconded the motion. President Schiller called for the vote.

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

The motion carried.

6. **PUBLIC HEARING: The SEDC will receive comments for an Event Hall Project regarding a Historic District and Business Improvement Grant for the Sealy Columbus Club, the building owner of 1310 Highway 90 West. The proposed expenditure of funds will be used for façade improvements, pressure washing, gutters, lighting, landscaping, signage, ADA parking improvements, and other related expenses. The project is authorized by the Texas Local Government Code, Section 505.158, to promote new or expanded business. The SEDC proposed grant and expenditure of funds is not to exceed \$12,500.00.**

President Schiller opened the public hearing at 6:04 p.m.

Carolyn Bilski recused herself. Katherine Ellis then presented details regarding the Event Hall Project, including its location, ownership, and intended uses. She noted that the primary purpose of the grant is to support improvements to properties located along Sealy's major thoroughfares, specifically focusing on façade enhancements and signage to increase the local tourism market. While the project is not expected to generate direct employment or sales tax revenue due to its reliance on volunteers, it was noted that the improvements may lead to indirect increases in both areas.

President Schiller closed the public hearing at 6:12 p.m.

7. **Discussion regarding the monthly Treasurer's Reports, the monthly Payables Report, 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**

Bill Atkinson presented an overview of the Treasurer's Reports for December 2025 and January 2026. He noted a significant anomaly in sales tax revenue and informed the Board that these funds will be held pending verification to ensure the distribution is accurate. Katherine Ellis then provided a detailed review of the Payables and Gatekeeping report. Following these reports, President Schiller updated the Board regarding the FY 2026 Budget Review Spreadsheet.

8. **Discussion and possible action to approve the Sealy EDC investment policy.**

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Prior to the Board meeting the EDC Treasurer conducted a comprehensive review of the Sealy EDC investment policy to ensure regulatory compliance and modern administrative standards. Bill Atkinson presented the findings and recommendations of that review. Key updates to the policy included:

- Branding and Administration: Adoption of the new logo and an updated effective date.
- Fund Management: Completion of a fund consolidation within the policy language to streamline financial reporting.
- Terminology: A formal change to the title of the Annual Financial Report to reflect current accounting practices.

Carolyn Bilski made a motion to approve the Sealy EDC investment policy. Cody Hogue seconded the motion. President Schiller called for the vote.

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

NOES: None

The motion carried.

9. Discussion and possible action to approve the Liedertafel Project and the EDC Budget amendment for the project not to exceed \$155,000.00 pursuant to Texas Local Government Code 505.152.

Executive Director Bill Atkinson provided an update regarding the historical land marker at the site, and that the current status remains unchanged at this time. He then presented the updated architectural drawings for Liedertafel Hall, which incorporate ADA-compliant improvements, storage solutions, the addition of outer shutters, and masonry skirting. Bill Atkinson also outlined the projected timeline for completion. During the presentation, James Brooks raised concerns regarding the proposed location of the storage unit, noting that its current placement alters the building's historic appearance when viewed from public roadways. Following the discussion, the Board directed staff to consult with the architect to evaluate the feasibility of relocating the side storage to a position that minimizes the impact on the structure's historical shape and discuss options with the City Council. James Brooks made a motion to table the item. Michael Nowotny seconded the motion. President Schiller called for the vote.

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

NOES: None

The motion carried.

10. Presentation and update on the Cryan Park Improvement Project by Strand Associates, Inc.

Jared Engelke, P.E., updated the Board of Directors on the progress of the Jacqueline A. Cryan Memorial Park Improvement Project. He reported that since the project's award in December 2025, material removal is approximately 75% complete, representing the extraction of 11,000 cubic yards of material across roughly 1,400 truckloads.

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Regarding electrical infrastructure, Jared Engelke noted that the conduit for lighting improvements has been trenched, though the wiring has not yet been installed. The remaining scope of work includes:

- Earthwork and Drainage: Completion of back slope ditches, storm sewer structures, and inlets.
- Landscaping and Lighting: Tree planting, as well as the installation of lighting poles and fixtures.

Mr. Engelke estimated a project completion date by the end of April 2026. Carolyn Bilski recommended seeding the surrounding areas and slopes to manage runoff and enhance the site's aesthetics. No formal action was taken on this item.

11. Discussion and possible action to approve Task Order No. 26-01 with Strand Associates, Inc. to conduct a Downtown Parking Assessment for the Downtown area pursuant to Texas Local Government Code 505.158.

Bill Atkinson tied the Downtown Parking Assessment task order to the city's beautification and the EDC's strategic plan. He explained that the assessment will examine parking and improve the usability, movement, and accessibility of pedestrians and vehicles throughout downtown and its alleys. James Brooks asked that the assessment consider the electrical lines consolidation. Jennifer Sullivan inquired if the scope would specifically evaluate the mid-street parking downtown. Jared Engelkey, P.E., responded that it is to be determined. Jennifer Sullivan made a motion to approve Task Order No. 26-01 with Strand Associates, Inc., for the Downtown Parking Assessment for the City of Sealy Downtown District. James Brooks seconded the motion. President Schiller called for the vote.

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

The motion carried.

12. Discussion and possible action to approve Task Order No. 26-02 with Strand Associates, Inc. for the City of Sealy Public Works Facility Relocation Phase I assessment pursuant to Texas Local Government Code 505.152.

Bill Atkinson presented the opportunity to analyze the potential relocation of the current Public Works facility, suggesting that the site could be activated for event space, parkland, or retail development. Patrick Parsons provided commentary on the physical constraints and aesthetic limitations of the existing property.

During the board's discussion, the following key points were addressed:

- Operational Requirements: James Brooks inquired about the future space requirements for Public Works, given recent growth. Patrick Parsons noted that while Strand Associates would provide a technical analysis, a site of approximately 6–10 acres with at least two points of ingress/egress would likely be necessary.
- Facility Growth: City Manager Kimbra Hill and Patrick Parsons remarked on the significant expansion of facility equipment and its impact on current operations.
- Strategic Priority: Jennifer Sullivan and Carolyn Bilski raised questions regarding the timeline for the assessment and requested clarification on the City's priority level and the City's commitment to acquiring new land for a replacement facility.
- Economic Factors: Michael Nowotny noted the challenge of rising land costs in the area.

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- Historical Context: Kimbra Hill provided an overview of the process and history behind current municipal priorities.

The discussion concluded with James Brooks emphasizing the need for clearly defining the project's scope moving forward. Carolyn Bilski made a motion to approve Task Order No. 26-02 with Strand Associates, Inc. for the City of Sealy Public Works Facility Relocation Phase I assessment pursuant to Texas Local Government Code 505.152. James Brooks seconded the motion. President Schiller called for the vote.

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

NOES: None

The motion carried.

13. **Sealy EDC Executive Director's Report, entailing discussion of the following item(s):**
- a. Downtown Planning and Improvements Update**
 - b. Strategic Plan and Budget Forthcoming**
 - c. Update regarding funding for park, playground, and recreation equipment**

Downtown Consultancy: The Sealy EDC met with representatives from Ash+Lime regarding the ongoing downtown assessment. The consultants have concluded initial meetings with downtown building and business owners and are scheduled to meet with EDC staff shortly to review findings from their first site visit.

Strategic Planning: Bill Atkinson noted that the Sealy EDC is scheduled to begin its strategic planning process within the next few months.

Playground Project: Bill Atkinson updated the Board on park playground equipment that needs replacement. The city has another priority now for playground equipment at the M.A. Chapman Park Project. Bill Atkinson mentioned there may be a special meeting on April 14th, 2026.

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

There were none.

13. **Adjournment.**

At 7:27 p.m., Cody Hogue made a motion that the Sealy EDC Board of Directors stand adjourned until the next scheduled meeting. James Brooks seconded the motion. President Schiller called for the vote.

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

NOES: None

The motion carried.

**Sealy Economic Development Corporation
Meeting Minutes
March 24, 2026**

PASSED AND APPROVED this 15th day of April 2026.

Sterling Schiller, President, or Jennifer Sullivan, Vice President

ATTEST:

Katherine Ellis, SEDC Secretary

Public Hearings
Vestibule Project
225 Fowlkes
Item 6

KERLEY from page 8

reasoning is quite simple. In many NDEs, not only has the patient's heart stopped, but all brain activity has as well. Case in point, Strobel reports of a seven-year-old girl named Katie who was found floating face down in a swimming pool.

She was conscious with massive brain swelling and no measurable brain activity. Additionally, she had no heartbeat for nearly twenty minutes. Once her heart was restarted, she was put on a ventilator. After a miraculous recovery three days later, Katie told her doctors that in her out-of-body state, she had followed her family home one night from the hospital. She gave specific details about what she saw, including the book her father was reading, her little brother pushing a toy soldier in a Jeep, and her mother cooking chicken and rice. And all of that with no heartbeat and no brain activity.

In another case, Strobel reports that a woman who had no measured brain waves, whose heart had stopped beating, and had no vital signs whatsoever was being wheeled to the morgue when she regained consciousness. A short time later, she was able to describe in detail the resuscitation procedure that the doctors had used at length to resuscitate her, as well as a poor joke that one of them told to relieve the tension. She even described the design printed on the doctor's ties.

But how can this be? If materialism is

correct, and if we are only physical bodies made up of atoms, then how could little Katie possibly experience what the undoubtedly did when her physical body was dead? It seems that there is, and only one, possible explanation: human beings are dualistic beings created with a material physical body and an immaterial spirit, or soul. It is the soul that is the seat of consciousness, and it is from that seat consciousness alone that she, and so many others, have participated in their very own NDE. Of course, the implications of dualism are quite profound.

Namely, if we are dualistic in nature—possessing an immaterial soul—and if it is true that the soul is the seat of consciousness and personhood, then it seems that the death of the body is not the end of the story. Time and again, NDEs yield evidence that strongly suggests that consciousness continues after clinical death, pointing to the existence of an afterlife. Interestingly, many Christian NDE researchers believe that almost every reported experience during NDEs aligns with what the Bible teaches. If this is true, then the natural connection between what the Bible teaches and what people experience during NDEs strongly speaks to the ultimate authority of the Bible. Join us again next time as we investigate just what lies behind the veil about the evidence, look deep inside, and answer the question: Is God dead?

Gloria in excelsis Deo! Ty B. Kerley, DMin, is an ordained minister who teaches Christian apologetics and preaches in Southern Oklahoma. Dr. Kerley and his wife, Vicki, are members of the Waurika church of Christ, and live in Ardmore, OK. You can contact him at: dr.kerley@sgoddead.com

PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES

Early Notice & Public Review of a Proposed Activity in a Federal Flood Risk Management Standard Floodplain Austin County

To: All interested Federal State and Local Agencies, USACE, TPWD, EPA, USFS, Groups and Individuals in Austin County and Allen's Creek / Sealy and Wallis Areas.

This is to give notice that Austin County has determined that the following proposed action under the U.S. Department of Housing & Urban Development's Community Development Block Grant Mitigation ("CDBG-MIT") program under Contract # DRS22-085-007-D235, B-18-DP-48-0002 HUD MIT/STATE is located in the Federal Flood Risk Management Standard (FFRMS) 1% annual chance flood hazard area. The Austin Co CDBG-MIT project is a project to improve drainage City of Wallis (Sector 3 area) within Precincts 3 and 4. Austin County will be identifying & evaluating practicable alternatives to locating the action in the FFRMS 1% annual chance flood hazard area as required by Executive Orders 13690 and 11988 in accordance with HUD regulations at 24 CFR 55.20 Subpart C. Procedures for Making Determinations on Floodplain Management & Protection of Wetlands.

Austin County Sector 3 Flood & Drainage Facilities: Austin County has identified drainage improvement activities that will increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. County shall perform channel creation, widening, and/or deepening, create detention ponds, and complete all associated appurtenances. Drainage improvements and re-grading of existing swales to reduce the impact of future stormwater events. County will obtain easements to facilitate the continued maintenance of the improvements that result from this project. Total area of disturbance for drainage improvements in Sector 3 is approximately 34.78 acres. Construction shall take place at the following locations' starting coordinates per segments. The project areas are located in Wallis, Austin County, TX as shown in Table 1:

Table 1: AUSTIN COUNTY SECTOR 3 FLOOD & DRAINAGE IMPROVEMENTS. PROJECT LOCATIONS FLOODPLAIN IMPACTS. Columns: ID & NAME, LOCATION, LAT/LONG (CENTER POINT), APPROX WIDTH (FH), APPROX LENGTH (LF), APPROX ACRES.

Austin County has identified drainage improvement activities that will address the following needs: To increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. A portion of the proposed improvements may be located within the FFRMS 1% annual chance flood hazard area.

The extent of the FFRMS floodplain will be determined using a freeboard value approach. This approach includes utilizing available current floodplain maps, historical topo maps as well as elevation models where available. Research will utilize base flood elevations and the 2% annual chance flood hazard as available. According to the Floodplain FEMA map panels 48015C0425F, 48015C0475F, etc. 10/16/2019, approximately 1.07 acres may be located within the 1% annual chance flood hazard area. See Table 2 below.

Table 2: AUSTIN COUNTY DRAINAGE IMPROVEMENTS - SECTOR 3 APPROXIMATE ACRE DISTURBANCE FLOODPLAIN IMPACT (ACRES). Columns: SITE ID, LAT/LONG APPROX SITE CENTERID, FEMA MAP PANEL/EFFECTIVE DATE, 1% ANNUAL CHANCE FLOOD HAZ. ZONE A, 1% ANNUAL CHANCE FLOOD HAZ. ZONE AE, TOTAL IMPACT (acres).

There are three primary purposes for this notice. First, people who may be affected by activities in flood plain, and those who have an interest in the protection of the natural environment should be given an opportunity to express their concerns and provide information about these areas. Commenters are encouraged to offer alternative sites outside of the flood plain, alternative methods to serve the same project purpose, and methods to minimize and mitigate impacts. Second, an adequate public notice program can be an important public educational tool. The dissemination of information and request for public comment about flood plain can facilitate and enhance Federal efforts to reduce the risks and impacts associated with the occupancy and modification of these special areas. Third, as a matter of fairness, when the Federal government determines it will participate in actions taking place in flood plain, it must inform those who may be put at greater or continued risk.

Written comments must be received by Austin County at the following address on or before April 24, 2026. Austin County Courthouse, One East Main, Beltsville, TX 77418, (878) 865-5911 Attention: Tim Lapham, County Judge. A full description of the project may also be reviewed from 8:00 am to 5:00 pm at Austin County Courthouse, One East Main, Beltsville, TX 77418, (878) 865-5911. Comments may also be submitted via email at tlapham@austincounty.com Date: April 8, 2026

IN THE ESTATE OF GORDON JAMES YOUNGSON, DECEASED. NOTICE TO CREDITORS, NOTICE OF LETTERS TESTAMENTARY AND APPOINTMENT OF INDEPENDENT EXECUTOR. Estate of Gordon James Youngson, Deceased. Filed in Baylor County, Texas. Clerk: J. Crispin Clarke. 700 Louisiana Street, 41st Floor Houston, Texas 77002.

NOTICE OF PUBLIC HEARINGS. The Sealy Economic Development Corporation (SEDC) will receive public comments for the following proposed projects and the expenditure of funds: 1) 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 Fowles Street, Sealy, Texas. 2) 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, 1003 Main Street, Sealy, Texas.

TEXSCAN OIL & GAS CELLULAR SERVICE HOME IMPROVEMENT GUNSHOW MEDICAL. TEXSCAN Week of April 21-27. CELLULAR SERVICE: Coverage Cellular - Personal, business, nationwide. HOME IMPROVEMENT: No more than one project per household. GUNSHOW: 100% OFF on select firearms. MEDICAL: Specializing in medical equipment.

TOP HAT ESTATE SALES LIQUIDATION SALE. Reggie's Antiques & Posh, TX - 25 YEARS IN BUSINESS - APRIL 9-10-11 9am-3pm. FRIDAY 25% OFF SATURDAY 50% OFF. 300 N. Stuart St., P.O. Box 78147

SPRING INTO SEGUIN... 14th Annual Earth Day Saturday, April 23rd 10 AM - 3 PM. 1601 Garden, Great Falls North, Children's Activities, Food Trucks, Music, Entertainment, Kids Zone, Exhibitors, and more!



SEALY EDC BOARD AGENDA ITEM NO: 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.

MEETING DATE: April 15, 2026

STAFF REPORT

DESCRIPTION

The building owner of 225 Fowlkes Street has applied for funding under the Sealy Economic Development Corporation (SEDC) Historic District and Business Improvement Grant Program. The property is located at 225 Fowlkes Street and qualifies for consideration under the façade and ADA improvement categories.

The purpose of this grant program is to enhance economic vitality, eliminate blight, address code violations, and encourage reinvestment in older structures to promote new or expanded business activity within the Historic District.

The proposed project includes:

- **Exterior Façade Improvements:** Enhancements to the front and rear elevations of the building to improve visual appeal, functionality, and overall attractiveness within the Historic District.
- **ADA Improvements:** Modifications to improve accessibility.
- **Professional Design Services:** A formal façade/storefront and ADA improvement design will be prepared by design professional Jamie Izurieta to ensure quality, consistency with historic character, and compliance with applicable standards.

The submitted materials include pictures of the current building, which will serve as the before pictures for the project, and two building owners' renderings of potential improvements. The renderings show a cleaned and modernized storefront with improvements to the building's appearance.

ANALYSIS

Through the grant process, the building owner will actively work with the Sealy EDC, City of Sealy, and the Downtown Consultant and Designer Ash+Lime, whom the EDC Board and City Council recently approved. This project will be the first of three buildings for which they will be doing façade design to bring the property into a compliant, improved state. The proposed project directly supports these efforts by addressing building conditions and improving overall site safety and appearance. The proposed project is anticipated to provide the following benefits:

- **Elimination of Blight & Code Compliance:** Addresses existing code enforcement issues and improves overall building condition.
- **Historic District Revitalization:** Enhances the visual character of the Historic District through façade improvements consistent with program intent.
- **Increased Economic Activity:** Supports business expansion and potential increase in sales tax generation.

- Improved Accessibility: ADA upgrades increase accessibility for the public, improving inclusivity and usability of the space.
- Property Reinvestment: Provides private investment in a historical structure, contributing to long-term economic sustainability.

While the building owner completed a design, the addition of a professionally designed façade and ADA upgrades strengthens the project and ensures alignment with Historic District standards.

FINANCIAL IMPACT

Staff recommends that the SEDC Board of Directors consider the Historic District and Business Improvement Grant application for 225 Fowlkes Street, with the following considerations at our next EDC Board meeting.

Improvement Type	Maximum Per Policy	Bid Amounts Submitted by 225 Fowlkes Street	Estimated SEDC 50% Reimbursement/Max
Façade Improvements	\$10,000	TBD	
Sign Improvements	0	TBD	
ADA Improvements	\$1,000	TBD	
Total	\$11,000	TBD	

The recommended award reflects the program's maximum funding limits for each eligible improvement category and remains within the approved Historic District & Business Improvement Grant Program budget.

RECOMMENDATION

Staff recommends review of the project for the next EDC Board meeting consideration and approval of the Vestibule Project performance agreement in an amount not to exceed \$11,000.



**Historic District
and
Business
Improvement Grant**

APPLICATION

EXHIBIT "A"

Adopted on September 7, 2021

APPLICATION

1. CHOOSE One Project Status:

- New Business

 Expanding Business

 Vacant Building

2. Indicate Jobs Created or Retained:

If existing, current number of full-time employees: 1

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

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

3. Complete ALL applicant information:

Company Name: _____

Registered Name/DBA, if different from Company Name: _____

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

Physical Address: _____

Mailing Address: Same as physical address

Different, as listed:

Primary contact name: Larry Kuciemba

Primary contact Email address: Kuciemba@comcast.net

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

Office: 979-885-4716

Cell: 713-296-9387

4. Indicate the Building Owner:

Applicant

Other: COMPLETE THE BUILDING OWNER INFORMATION

Name(s): Larry Kuciemba

Address: 225 Fowlkes Sealy, Texas 77474

Mailing

Address: 227 Main Street Sealy, Texas 77474

Phone numbers: 713-296-9387

Email(s): Kuciemba@comcast.net

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

- b. If requested by EDC, attach proof of ownership of the property

5. Choose company status:

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

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

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

* To be verified by SEDC

Business Tax ID Number: _____

16

Filing Number: _____

Federal Employer ID: _____

Sales Tax Certificate Number: _____

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

YES NO

7. Indicate TYPE OF REIMBURSEMENT GRANT requested:

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

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

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

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

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

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

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

Attach current/"before" pictures

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

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

YES, Permit is required and will cost \$ _____

HAVE YOU ALREADY SECURED THE PERMIT?

YES, it is attached

NO, but will send to EDC upon receipt

NO, Permit is not required

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

\$ _____

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

Bid #1 from: _____ Amount: \$ _____

Bid #2 from: _____ Amount: \$ _____

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11. Specify all source(s) of funding that have been secured, indicate

amount/percentage each source will contribute: *SEDC may not contribute more than 50%, at an amount not to exceed maximum values as indicated in the Historic District and Business Improvement Grant Policy & Guidelines.*

- Business owner \$ _____ / _____% of project total
- Building owner \$ _____ / _____% of project total
- Other: _____ \$ _____ / _____% of project total
- SEDC \$ _____ / _____% of project total

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

NO

YES, Date: _____ Amount: \$ _____

Describe the project that was funded: _____

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

13. Self-Evaluate the impact of your proposed project on the City of Sealy: Impact Standard & Criteria	Point Recommendations	Awarded Points
<p>Economic, Employment & Community Impact</p> <ul style="list-style-type: none"> • Visually appealing and significant improvement in the attractiveness of the location and the level of blight or deterioration removed; eliminates property maintenance code violations or eliminates nuisances resulting in expanded business and customer base. Unique and new design elements of the façade and/or sign project that gives a fresh and updated look to attract attention to the business and area or Mitigates health & safety issues • Improvement project generates economic growth & opportunity, new or expanded business opportunity to generate more sales tax or the promotion thereof • Paint color/scheme chosen are tasteful and as applicable are consistent with the Sealy Historic District; or the main thoroughfare project improves visitor's first impression of the community. Paint chips/sign, 	<p>10</p> <p>10</p> <p>10</p>	<p>10</p> <p>8</p> <p>10</p>

18

materials/landscaping, materials, drawings, pictures, examples are submitted with application	10	10
<ul style="list-style-type: none"> Level of improvement's impact on overall appearance of facility; how noticeable and attention getting 	10	10
<ul style="list-style-type: none"> Productive life of improvements – durability and quality of the products used for the improvement to resist exposure to the elements of nature 	10	8
<ul style="list-style-type: none"> Design is tasteful and enhances the style and overall character of the project area and location 	10	10
<ul style="list-style-type: none"> Creates or retains full time on-site employment opportunities 	10	10
<ul style="list-style-type: none"> Creates new lease opportunity; Reuse/repurposing of vacant or underutilized property 	10	10
<ul style="list-style-type: none"> Amount of additional funding expended by the business, reinvestment in the property tax base 	10	10
<ul style="list-style-type: none"> Meets Comprehensive Plan goals; Meets identified Priorities; Meets Main Street Strategic Plan goals 	10	8
<ul style="list-style-type: none"> Level of historical significance of building/area being improved, as applicable; Level of attention to historical architecture (if applicable) 	10	8
<ul style="list-style-type: none"> Improvements will promote tourism and hotel occupancy; 	10	4
<ul style="list-style-type: none"> Increase in foot traffic and use of the building, business or facility by the community; 	10	7
<ul style="list-style-type: none"> Funding of the ADA compliance project results in providing publicly accessible restrooms to an area of the community that needs them 	10	10
<ul style="list-style-type: none"> Promotes the establishment or expansion of an EDC identified target business; Level of interest/desire for business in the community; Level of value added to the community by the business; 		8
<ul style="list-style-type: none"> OTHER: 		

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

Larry Kuciemba

Signature of Applicant (s)

4/1/26

Date

Larry Kuciemba

Signature of Building Owner(s)

4/1/26

Date

_____ Initials of Building Owner(s)



Existing Exterior Conditions: Front Elevation

Location: 225 Fowlkes

Subject: Primary Vestibule Inlet Opening (Pre-Construction)



**Back of Building 225 Fowlkes
Example of Masonry Infill**



**Back of Building 225 Fowlkes
Potential plans for infill**



Back Exit Door 225 Fowlkes
Masonry infill above door and a new door



**Building owner Rendering
Front-Facing**



Rendering Back-facing

Public Hearings
Playground Project
Chapman & Levine Parks
Item 7

KERLEY

From page 8

reasoning is quite simple. In many NDEs, not only has the patient's heart stopped, but all brain activity has as well. Case in point, Strelzel reports of a seven-year-old girl named Katie who was found floating face down in a swimming pool.

She was conscious with massive brain swelling and no measurable brain activity. Additionally, she had no heartbeat for nearly twenty minutes. Once her heart was restarted, she was put on a ventilator. After a miraculous recovery three days later, Katie told her doctors that in her out-of-body state, she had followed her family home one night from the hospital. She gave specific details about what she saw, including the book her father was reading, her little brother putting a toy soldier in a sleep, and her mother cooking chicken and rice. And all of that with no heartbeat and no brain activity. Her physical body was essentially clinically dead, and yet her consciousness continued to have sharp and coherent function.

In another case, Strelzel reports that a woman who had no measured brain waves, whose heart had stopped beating, and had no pulse for an unknown time was being wheeled to the morgue when the regained consciousness. A short time later, she was able to describe in detail the resuscitation procedure that the doctors had used attempting to resuscitate her, as well as a poor joke that one of them told to relieve the tension. She even described the design printed on the doctor's ties.

But how can this be? If materialism is

correct, and if we are only physical bodies made up of atoms, then how could it be that Katie possibly experienced what she undoubtedly did when her physical body was dead? It seems that there is one, and only one, possible explanation: human beings are dualistic beings created with a material physical body and an immaterial spirit, or soul. It is the soul that is the seat of consciousness, and it is from Katie's consciousness alone that she, and so many others, have participated in these key events. Of course, the implications of dualism are quite profound.

Namely, if we are dualistic in nature—possessing an immaterial soul—and if it is true that the soul is the seat of consciousness and perception, then it seems that the death of the body is not the end of the story. Time and again, NDEs yield evidence that strongly suggests that consciousness continues after clinical death, pointing to the existence of a realm, interestingly, many Christian NDE researchers believe that almost every reported experience during NDEs aligns with what the Bible teaches. If this is true, then the mutual collaboration between what the Bible teaches and what people experience during NDEs strongly speaks to the ultimate authority of the Bible. Join us again next time as we investigate just that. Until then, think about the evidence, look deep inside, and answer the question: Is God dead?

Clara in excelsis Deo!
Ty B. Kerley, D.Min., is an ordained minister who teaches Christian apologetics and preaches in Southern Oklahoma. Mr. Kerley and his wife, Vicki, are members of the Wauwaka church of Christ, and live in Ardmore, OK. You can contact him at: dr.kerley@GodIsDead.com.

PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES

Early Notice & Public Review of a Proposed Action in a Federal Flood Risk Management Standard Floodplain Austin County

To: All interested Federal State and Local Agencies, USACE, THP/D, EPA, USFS, Groups and Individuals in Austin County and Atans' Creek / Sealy and Wallis Areas.

This is to give notice that Austin County has determined that the following proposed action under the U.S. Department of Housing & Urban Development's Community Development Block Grant Mitigation ("CDBG-MIT") program under Contract # ORS22-085-007-D235 - B-18-DP-48-0002 HUD MIT/STATE is located in the Federal Flood Risk Management Standard (FFRMS) 1% annual chance flood hazard area. The Austin Co CDBG-MIT project is a project to improve drainage City of Wallis (Sector 3 area) within Precincts 3 and 4. Austin County will be identifying & evaluating practicable alternatives to locating the action in the FFRMS 1% annual chance flood hazard area as required by Executive Orders 13690 and 11888 in accordance with HUD regulations at 24 CFR 55.20 Subpart C Procedures for Making Determinations on Floodplain Management & Protection of Wetlands.

Austin County Sector 3 Flood & Drainage Facilities: Austin County has identified drainage improvement activities that will increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. County shall perform channel creation, widening, and/or deepening, create detention ponds, and complete all associated appurtenances. Drainage improvements and re-grading of existing swales to reduce the impact of future stormwater events. County will obtain easements to facilitate the continued maintenance of the improvements that result from this project. Total area of disturbance for drainage improvements in Sector 3 is approximately 34.78 acres. Construction shall take place at the following locations' starting coordinates per segments. The project areas are located in Wallis, Austin County, TX as shown in Table 1:

TABLE 1: AUSTIN COUNTY-SECTOR 3 FLOOD & DRAINAGE IMPROVEMENTS

PROJECT LOCATION'S FLOODPLAIN IMPACTS

ID & NAME	LOCATION	LAT/LONG (CENTER POINT)	APPROX WIDTH LH	APPROX LENGTH LF	APPROX ACRES
W3	Proposed Detention Pond - Approximately 2 acre detention pond located North of Guyler Street and East of Lakeview Drive in existing crop field	29.629149, -96.053287	25	696	0.40
W3.1	Detention Pond	29.629433, -96.054664			2.0 Acre
W4	Proposed ROW - Along Old Orchard Highway from Scroggins/Road Street	29.627318, -96.041804	100	9,650	22.22
W5	Proposed ROW - west side of alignment along from Brazos High school Outfall (along Cougar Drive 62' north of Educator Lane) southward to the County Line Ditch	29.603815, -96.033162	20	5,960	2.32
W9	Proposed ROW 4874.607 LF Along the ditch 1140' south of FM 1023 (29.625963, -96.039551) for 1940' heading southeastward thence north-southward for 130' thence south-southwestward for 2,750' towards the San Bernard River	29.621118, -96.039595	70	4,875	7.83

Austin County has identified drainage improvement activities that will address the following needs: To increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. A portion of the proposed improvements may be located within the FFRMS 1% annual chance flood hazard area.

The extent of the FFRMS floodplain will be determined using a freeboard value approach. This approach includes utilizing available current floodplain maps, historical topo maps as well as elevation models where available. Research will utilize base flood elevations and the 2% annual chance flood hazard as available. According to the Floodplain FEMA map panels 48015C0425F, 48015C0475E, eff. 10/18/2019, approximately 1.07 acres may be located within the 1% annual chance flood hazard area. See Table 2 below.

Table 2: AUSTIN COUNTY DRAINAGE IMPROVEMENTS - SECTOR 3 APPROXIMATE ACRE DISTURBANCE FLOODPLAIN IMPACT (ACRES)

SITE ID	LAT/LONG APPROX SITE CENTERPOINT	FEMA MAP PANEL/EFFECTIVE DATE	1% ANNUAL CHANCE FLOOD HAZARD ZONE A	1% ANNUAL CHANCE FLOOD HAZARD POST AE	TOTAL IMPACT (acres)
W3	29.629149, -96.053287	48015C0425F eff. 10/18/2019	0.10		0.1
W9	29.621118, -96.039595	48015C0475E eff. 10/18/2019		1.64	1.66
TOTAL ACRES					1.07

There are three primary purposes for this notice. First, people who may be affected by activities in flood plain, and those who have an interest in the protection of the natural environment should be given an opportunity to express their concerns and provide information about these areas. Commenters are encouraged to offer alternative sites outside of the flood plain, alternative methods to serve the same project purpose, and methods to minimize and mitigate impacts. Second, an adequate public notice program can be an important public educational tool. The dissemination of information and request for public comment about flood plain can facilitate and enhance Federal efforts to reduce the risks and impacts associated with the occupancy and modification of these special areas. Third, as a matter of fairness, when the Federal government determines it will participate in actions taking place in flood plain, it must inform those who may be put at greater or continued risk.

Written comments must be received by Austin County at the following address on or before April 24, 2016. Austin County Courthouse, One East Main, Belville, TX 77418, (979) 865-5911 Attention: Tim Lapham, County Judge. A full description of the project may also be reviewed from 8:00 am to 5:00 pm at Austin County Courthouse, One East Main, Belville, TX 77418, (979) 865-5911. Comments may also be submitted via email at tlapham@austincounty.com

Date: April 8, 2016

PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES

No. 26-PR-11377
IN THE ESTATE OF GORDON JAMES YOUNGSON, DECEASED
IN THE COUNTY COURT AT LAW OF AUSTIN COUNTY, TEXAS

NOTICE TO CREDITORS, NOTICE OF LETTERS TESTAMENTARY AND APPOINTMENT OF INDEPENDENT EXECUTOR

Notice is hereby given that on March 12, 2016, Letters Testamentary upon the Estate of Gordon James Youngson, Deceased, were granted to the Independent Executor, Bryan Nelson, a/k/a Bryan Alan Nelson, by the Honorable County Court of Austin County, Texas, in Cause No. 26PR-11377, pending upon the Docket of said Court.

All persons having claims against said Estate are hereby required to present the same within the time prescribed by law to Independent Executor Bryan Nelson, a/k/a Bryan Alan Nelson, at the office address of the attorney for the said Independent Executor being shown below:

Estate of Gordon James Youngson, Deceased
Fred A. Berger LLP
c/o J. Crispin Clarke
700 Louisiana Street, 41st Floor
Houston, Texas 77002

NOTICE OF PUBLIC HEARINGS

The Sealy 4B Economic Development Corporation (SEDC) will receive public comments for the following proposed projects and the expenditure of funds:

- 1) 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 Fowles Street, Sealy, Texas. The building owner proposes to utilize an SEDC Historic District and Business Improvement Grant for facade 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 505.153 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.
- 2) 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, 1039 Main Street, Sealy, Texas. The proposed funding will provide for the replacement of community playground and recreational equipment, accessibility improvements, and other allowable expenditures 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 facilities. The proposed expenditure of funds shall not exceed \$400,000.00.

The SEDC will hold public hearings in which all interested persons shall have the right to appear and be heard regarding such proposed projects and expenditures of funds. The public hearings will be held in the Sealy EDC Board Room, 330 Main Street, Suite 5, Sealy, Texas, 77474, on Tuesday, April 14, 2016, at 5:00 p.m.

Katherine Ellis
Secretary
Sealy Economic Development Corporation

TEXSCAM
TEXSCAN Week of April 11-12, 2016

CELLULAR PHONE SERVICE
Compare Cell Phone Service and find the best deal for you. We compare all major carriers including AT&T, Verizon, T-Mobile, and Sprint. We'll find you the best deal based on your usage and needs. Call today at 1-800-888-8888.

ESTATE SALE
Top Notch Estate Sales - Biggs' Auctions Park, 150 East Main Street, Sealy, Texas. Estate of Mrs. Betty Ann Youngson. Furniture, appliances, and more. Call today at 979-865-5911.

HOME IMPROVEMENT
The professionals at Top Notch Home Improvement can help you with all your home improvement needs. We offer a wide variety of services including painting, flooring, and more. Call today at 979-865-5911.

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Gen Show is a leading provider of genetic services. We offer a wide variety of services including genetic testing and more. Call today at 979-865-5911.

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Medical services are available at our facility. We offer a wide variety of services including medical equipment and more. Call today at 979-865-5911.

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APRIL 9-10-11
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SPRING INTO SEGUIN...

Texas State Fair
Cook-off
Saturday, April 16th
8:00 am - 3:00 pm
New State Park
8:00 PM Kick-off
Music, Art, and More!
VisitSeguin.com 830-401-5000

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Payables & Gatekeeping Reports

Item 8

Payables Report

Updated 04.15.2026

KE

Business Incentives Committed

Halliang	\$	50,000.00	On Hold
Trevino Project	\$	15,000.00	2026 June
Hendrix	\$	50,000.00	Once benchmark met
Total	\$	115,000.00	

Historic District Improvement Grants Committed

The Good Samaritan Project	\$	12,500.00	May, 2026
The Sign Project Outrigger/Fit&Healthy	\$	3,000.00	Aug. 2026
Total	\$	15,500.00	

City & Community Obligations Committed

Engineering for Cryan Park and Downtown Improvements	\$	164,000.00	paid \$24,395
Cryan Park Pond & Path Lighting	\$	545,420.00	paid \$101,475
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
Classic Choice Project	\$	1,500.00	Mar. 2026
Praseks	\$	10,000.00	Mar. 2026
BNSF Lease Downtown Parking	\$	4,770.00	Aug. 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
Total for City Obligations:	\$	1,063,634.00	

Total of Obligations Commitments: \$ 1,194,134.00

Future Payables, Public Hearings, Pending Approval

Liedertafel Hall Project Phase II	\$	155,000.00	
Vestibule Project	\$	11,000.00	
Event Hall Project	\$	8,500.00	
Recreational Equipment at Chapman and Levine	\$	400,000.00	
Total	\$	574,500.00	

Projects in Discussion

Total	\$		
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Total commitments & possible funding \$ 1,768,634.00

Sealy EDC Projects and Grantskeeping Report

10/13/24

Project

Agreement

Year

Year	Project Name	Agreement Type(s)	Status	Total Committed
2028	Reimburse City for Franchise	380, PTV & 579	In Progress	
2025	Reimburse City for Slog	PTA, 380-Waterwater	Complete	\$ 208,887.00
	UMC Park MUD Pkg	Contribution to Primary	In Progress	\$ 30,000.00
	JAC Park Principal	Amortization Schedule	In Progress	\$ 65,000.00
	JAC Park Interest Payment	Amortization Schedule	In Progress	\$ 5,000.00
	Health	EDC/City Performance Agreement	Inactive	\$ 75,000.00
2026	Bellville Medical Center	Performance Agreement	Terminated	\$ 380,000.00
	Bills Settlement	Performance Agreement	Complete	\$ 15,000.00
	CCA Direct Fee Administration Agreement	Performance Agreement	Terminated	\$ 45,000.00
	Sealy vs. Atlas Project	Performance Agreement	Complete	\$ 9,900.00
	David P Kelly	Performance Agreement	Complete	\$ 300,000.00
	Sealy Chamber HVAC	Performance Agreement	Complete	\$ 1,600.00
	Edward Jorda Facade	Performance Agreement	Complete	\$ 28,000.00
	Rooms for Rent	Performance Agreement	Complete	\$ 200,000.00
	Honest Moon Apartments	Performance Agreement	Complete	\$ 163,250.00
	Overlook Project	Performance Agreement	Complete	\$ 9,900.00
	Pizzelli	Performance Agreement	Complete	\$ 5,000.00
	Mendota	Performance Agreement	In Progress	\$ 805,000.00
	All Miss Storage	Performance Agreement	Terminated	\$ 3,000.00
2027	Solera Project	Performance Agreement	Complete	\$ 25,000.00
	(B) Training Downtown Projects	Performance Agreement	In Progress	\$ 45,000.00
	Mendota (Amendment)	Performance Agreement	In Progress	
	Mendota 502 Tax Returns	Tax Agreement	In Progress	
	COVID 23 Funding to Businesses	Agreements with recipients	Complete	\$ 250,000.00
	City Retain, EDC for COVID 23 Funding	No Agreement	Complete	\$ 1,500.00
	MM Liquor	Performance Agreement	Complete	\$ 3,500.00
	Amending of Trivino Agreements	Performance Agreement	Complete	\$ -
	Alley Project	No Agreement	Incomplete	
	Wilson Fowler's Facade	Performance Agreement	Incomplete	
	Maestri Flights Expansion	Performance Agreement	Incomplete	
	Joe Strauss Park Improvement	No Agreement	Complete	\$ 35,000.00
2022	Wolf Pack	Performance Agreement	Complete	\$ 30,000.00
	Sealy Historical Park	Performance Agreement	Complete	\$ 11,426.22
	Amendment for Miss. Storage Project	Performance Agreement	Complete	\$ -
	Wings Project	Performance Agreement	Complete	\$ 4,500.00
	Hill Center Parking Design	No Agreement	Complete	\$ 9,000.00
	Scranton Park Bench	No Agreement	Complete	\$ 5,000.00
2023	Scrubland Project	Performance Agreement	Complete	\$ 9,000.00
	CBC Sign Project	Performance Agreement	Complete	\$ 1,500.00
	Opentown Municipal/ Main St	No Agreement	Complete	\$ 8,000.00
	400 Center Pike Funding	No Agreement	Withdrawn	
	Fantasy of Light Event	No Agreement	Complete	\$ 10,000.00
	Real Property 225 2nd Street Parking	No Agreement	Complete	\$ 123,200.00
	Donation of personal property	No Agreement	Complete	
2024	Sealy - Texas Sign Project	No Agreement	Complete	\$ 3,000.00
	Demolition of secondary building	No Agreement	Complete	\$ 3,747.87
	Scraped Associated Engineering Agreement	PPA and Vendor Agreement	Complete	\$ 8,000.00
	MOU BHPF Construction Insurance	(E) Agreements	Complete	\$ 108,200.00
	MOU City of Sealy & SEDC for BHPF Lease	Part of MOU Agreement	Complete	\$ 4,000.00
	Medwest Project	Part of MOU Agreement	Ongoing	\$ 4,500.00
	SOA	Agreement	In Progress	\$ 11,000.00
	312 Between Cts & 30A	Tax Agreement	In Progress	\$ 11,000.00

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2025	DownTown Parking Project	Agreement with Donor	Complete	\$633,400 for local Concrete	Key to Abbreviations in Table
	Mill Center Parking Project	Agreement with Donor	Complete	\$633,400 for local Concrete	
	Food Camera	Between Rock and City	In Progress	\$ 24,925.00	Paid 2025, will also fund 2026 & 2027
	DOC Lease Agreement	with Election Team	In Progress	\$ 1,000.00	will expire April 2025. Board Approved Lease Executed
	Administrative Services Agreement	Interlocal	In Progress	\$ 30,000.00	Amended, Approved by City Council, and Executed
	Viking Photo and Video Package	PSA with Viking	In Progress	\$ 1,500.00	Agreement executed and in progress, shoot was completed May 28th
	Chapparral Creative	PSA	In Progress	\$ 1,192.00	Agreement re-dispatched for 2025
	Michael Bender Texas Festivals	PSA	In Progress	\$5,000 per event	Review of lights completed. Partial payment made in October 2023
	Texas Project Initiator Improvements	Performance Agreement	In Progress	\$ 13,000.00	Improvements being made. COG by new date of extension June 15, 2026, followed up to ensure project would complete on time
	Safety Area Historical Society	Performance Agreement	In Progress	\$ 20,000.00	Improvements being made to historical signs - Followed up to confirm completion in March 2026
	Classic Choice Project	Performance Agreement	In Progress	\$ 1,500.00	Sign Improvements completed, did not yet receive receipts for sign
	Good Samaritan Project	Performance Agreement	In Progress	\$ 13,500.00	Signs, Sign, and ADA Improvements. Followed up to confirm completion by May 2026
	Strail Coach	PSA	In Progress	\$ 15,000.00	Recruitment, will renew in April 2026
	Printer @	PSA	In Progress	\$ 3,188.00	Demographic Analysis
	Restroom	PSA	In Progress	\$ 4,250.00	Real Estate Listings on Website
	Be/Dot	PSA	In Progress	\$ 3,160.00	RAE Software
	Be/Dot	PSA	In Progress	\$ 4,050.00	Website Usability and Heat
	2026	Van Sign Project - City Signage/Tenants	In Progress	\$ 8,000.00	Council approved project/ payment in June & August 17, 2026. Building Owner requested an amendment.
					*highlighted items are changes made in current reports

Event Hall Project
1310 HWY 90 West
Item 9



AGENDA ITEM NO: 9 Discussion and possible action regarding approval of an Economic Development Performance and Reimbursement Agreement between the Sealy Economic Development Corporation and the Sealy Columbus Club for exterior and accessibility improvements to the Event Hall Project located at 1310 Highway 90 West, Sealy, Texas.

SUBMITTED BY: SEDC Staff
MEETING DATE: April 14, 2026

STAFF REPORT

DESCRIPTION

BACKGROUND:

The Sealy Columbus Club has requested assistance through the Sealy Economic Development Corporation's Historic District and Business Improvement Grant program for improvements to its event hall property located at 1310 Highway 90 West in Sealy. The proposed project includes eligible exterior and accessibility related improvements, including façade, signage, and Americans with Disabilities Act (ADA) parking improvements. The agreement states that these improvements are intended to promote new or expanded business development and are authorized under Texas Local Government Code Section 505.158.

Under the proposed agreement, the Sealy Economic Development Corporation contribution would provide reimbursement funding in an amount equal to fifty percent of eligible project costs, not to exceed \$8,500, and subject to the category caps established in the agreement and Exhibit A. To qualify for the full reimbursement amount, the Building Owner must incur and pay at least \$15,500 in eligible project costs.

ANALYSIS

PROJECT SCOPE:

The Event Hall Project consists of façade improvements such as pressure washing, replacement and repair of gutters, replacement of lighting, and landscaping, as well as replacement of signage and ADA parking improvements. The agreement provides reimbursement caps of up to \$6,073 for façade improvements, up to \$1,427 for signage, and up to \$1,000 for ADA parking improvements, for a total maximum reimbursement of \$8,500.

PERFORMANCE REQUIREMENTS:

The agreement requires the Sealy Columbus Club to complete the improvements, obtain all applicable permits, approvals, and final inspections, and do so on or before November 18, 2026. The agreement is considered complete once the improvements are finished, required inspections and approvals are obtained, documentation is submitted, reimbursement is paid if approved, and the Building Owner retains ownership of the property for one year following the City's final inspection of the improvements.

PROJECT CONSIDERATION:

This project supports continued reinvestment in commercial property, improvement of appearance and

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accessibility, and enhancement of tourism and a community event venue that contributes to business activity. Although there is no direct employment as normally required in an HD &BIG, the venue relies on volunteers. Staff recommends the Board consider granting funds to the project due to the employment that is retained indirectly with hotels, party planners, vendors, DJs, and catering. The venue itself offers no food or planning options. Scheduled events often rely on Sealy's retail and service industries. This reliance brings Hotel stays, indirect employment, and sales tax.

FINANCIAL IMPACT

Sealy EDC Staff recommends a discussion regarding a budgeted amount for FY'26 beautification efforts.

RECOMMENDATION

Staff Recommends Approval of the Event Hall Project and Performance and Reimbursement Agreement between the Sealy Economic Development Corporation and the Sealy Columbus Club in an amount not to exceed \$8,500. There is currently \$200,000 in the line item, Historic District and Business Improvement Grants. This project could also potentially be reimbursed next fiscal year.

SUGGESTED MOTION:

Motion to approve the Event Hall Project and Performance and Reimbursement Agreement between the Sealy Economic Development Corporation and the Sealy Columbus Club for the Event Hall Project, in an amount not to exceed \$8,500.



**Historic District
and
Business
Improvement Grant**

APPLICATION

EXHIBIT "A"

Adopted on September 7, 2021

APPLICATION

1. CHOOSE One Project Status:

New Business Expanding Business Vacant Building

2. Indicate Jobs Created or Retained:

If existing, current number of full-time employees: _____ *NON PROFIT VOLUNTEERS*
If existing, number of full-time on-site jobs to be created: _____
If new, number of full-time jobs to be created: _____

3. Complete ALL applicant information:

Company Name: SOUTH COLUMBIANS CLUB

Registered Name/DBA, if different from Company Name:

SAME

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

SAME

Physical Address: 1310 HWY 90 WEST SULLY, TX 77474

Mailing Address: Same as physical address

Different, as listed:

P.O. Box 1 SULLY, TX 77474

Primary contact name: RANDY CERNOSEK - PRESIDENT SEC

Primary contact Email address: cernosekr57@hotmail.com

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

Office: _____

Cell: 881-787-4532

4. Indicate the Building Owner:

Applicant

Other: COMPLETE THE BUILDING OWNER INFORMATION

Name(s): RANDY CERNOSEK - PRES / JOE BILSKI - VICE PRES SEC

Address: 1310 HWY 90 WEST SULLY, TX 77474

Mailing Address: P.O. Box 1 SULLY, TX 77474

Phone numbers: 881-787-4532

Email(s): cernosekr57@hotmail.com

a. If property owner is not the applicant, ensure that property owner reviews the complete Application and attach Application page 22, Written Consent of Building Owner to Allow Improvement Project.

b. If requested by EDC, attach proof of ownership of the property

5. Choose company status:

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

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

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

* To be verified by SEDC

Business Tax ID Number: _____

*

Filing Number: 159 72401

Federal Employer ID: 74.6068055

Sales Tax Certificate Number: _____

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

YES NO

7. Indicate TYPE OF REIMBURSEMENT GRANT requested:

- Historic District Façade Improvement (matching grant maximum \$10,000.00)
- Main Thoroughfare Business Façade Improvement (matching grant maximum \$10,000.00)
- Sign Improvement for businesses located in the Historic District and Main Thoroughfares in Sealy's city limits (matching grant maximum \$1,500.00)
- ADA Compliance Improvement (matching grant maximum \$1,000.00)

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

Improvements will increase rentals leading to food & beverage retail & hotel occupancy

- Check box if additional page(s) are attached for the project description
- Attach pictures, drawings, paint colors, and any supporting documents
- Attach current/"before" pictures

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

Indicate date of call: 3-6-2026 ^{Mike} Barrow, and name of the City staff that gave you the information: Building Permit Required Under certain Conditions Sign permit

YES, Permit is required and will cost \$ 903.12 Refunded -> 835.00 ^{Now}

HAVE YOU ALREADY SECURED THE PERMIT?

- YES, it is attached
- NO, but will send to EDC upon receipt
- NO, Permit is not required

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

\$ 15,000

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

Bid #1 from: Several Attached Amount: \$ _____

Bid #2 from: _____ Amount: \$ _____

159

X

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

- Business owner \$ _____ / _____ % of project total
- Building owner \$ _____ / _____ % of project total
- Other: _____ \$ _____ / _____ % of project total
- SEDC \$ _____ / _____ % of project total

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

NO

YES, Date: _____ Amount: \$ _____

Describe the project that was funded: _____

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

13. Self-Evaluate the Impact of your proposed project on the City of Sealy:	Point Recommendations	Awarded Points
Impact Standard & Criteria		
Economic, Employment & Community Impact		
<ul style="list-style-type: none"> • Visually appealing and significant improvement in the attractiveness of the location and the level of blight or deterioration removed; eliminates property maintenance code violations or eliminates nuisances resulting in expanded business and customer base. Unique and new design elements of the façade and/or sign project that gives a fresh and updated look to attract attention to the business and area or Mitigates health & safety issues 	10	10
<ul style="list-style-type: none"> • Improvement project generates economic growth & opportunity, new or expanded business opportunity to generate more sales tax or the promotion thereof 	10	10
<ul style="list-style-type: none"> • Paint color/scheme chosen are tasteful and as applicable are consistent with the Sealy Historic District; or the main thoroughfare project improves visitor's first impression of the community. Paint chips/sign 	10	10

40

materials/landscaping, materials, drawings, pictures, examples are submitted with application	10	
• Level of improvement's impact on overall appearance of facility; how noticeable and attention getting	10	10
• Productive life of improvements – durability and quality of the products used for the improvement to resist exposure to the elements of nature <i>Gutters</i>	10	10
• Design is tasteful and enhances the style and overall character of the project area and location	10	10
• Creates or retains full time on-site employment opportunities	10	
• Creates new lease opportunity; Re-uses/repurposing of vacant or underutilized property	10	10
• Amount of additional funding expended by the business, reinvestment in the property tax base	10	
• Meets Comprehensive Plan goals; Meets identified Priorities; Meets Main Street Strategic Plan goals	10	
• Level of historical significance of building/area being improved, as applicable; Level of attention to historical architecture (if applicable)	10	
• Improvements will promote tourism and hotel occupancy;	10	10
• Increase in foot traffic and use of the building, business or facility by the community;	10	10
• Funding of the ADA compliance project results in providing publicly accessible restrooms to an area of the community that needs them	10	
• Promotes the establishment or expansion of an EDC identified target business; Level of interest/desire for business in the community; Level of value added to the community by the business;		
• OTHER: <i>Increase hotel occupancy</i> <i>Example: Wedding rental 5-30-2026</i> <i>has reserved block of rooms Holiday Inn</i>		10

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

Andrew W. Conrad
Signature of Applicant (s)

03/09/2026
Date

Signature of Building Owner(s)

Date

Initials of Building Owner(s)

WRITTEN CONSENT OF BUILDING OWNER TO ALLOW IMPROVEMENT PROJECT

Date: _____

Building address: _____

Building owner name: _____

Building owner address: _____

RE: Business Name: _____

In compliance with the Sealy Economic Development Corporation's Historic District and Business Improvement Grant Policy & Guidelines, Section 4 (A). I, (Building owner name) _____

consent to allow improvement project of the site to the building address identified above, for the business identified above. I approve the work to be completed as identified in the application, pages 14-21, and with all attachments to the application, which show the before and after pictures of the proposed project.

Sincerely,

Signature of building owner

Please either email this completed form to kellis@ci.sealy.tx.us, or mail or deliver to: Sealy Economic Development Corporation, 330 Main Street, Suite 3, Sealy, TX 77474



Wittenburg Printing

210 Meyer Street • Sealy, Texas 77474
 (979) 885-7464 • Fax (979) 885-4914

Sign 1

Quote

Quote # Q026469 Date 3/11/2026

RANDY CERNOSEK SEALY COLUMBUS HALL , TX	Phone:
	Phone 2:
	Email:

Job Name: SEALY COLUMBUS HALL ROAD SIGNS Job Type: Signs

ID	Materials Description	UOM	Qty	Unit Price	Extd. Price
002023	ACRYLIC SIGNAGE, 4' X 8'	Ea.	2	\$800.00	\$1600.00
002219	DESIGN FEE	Ea.	1	\$35.00	\$35.00

Item ID	Qty	Item Description	% Disc.	Unit Price	Extd. Price
---------	-----	------------------	---------	------------	-------------

QUOTES ARE ONLY VALID FOR 30 DAYS...

Comments <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	Quoted By <u>KH</u>	Quote SubTotal:	\$1635.00
		Tax Exempt: <input type="checkbox"/> Sales Tax:	\$134.89
		QUOTE TOTAL:	\$1769.89

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ALAMO LED SIGN SOLUTIONS, LLC.

1731 S. San Marcos Bldg. 818

San Antonio, TX 78207

2102396777

james@alamosignsolutions.com

www.alamosignsolutions.com

Estimate 2488

*Sign & install ①
②*



ADDRESS

Knights of Columbus-Sealy

1310 HWY 90 W

Sealy, Texas 77474

DATE
03/11/2026

TOTAL
\$34,887.10

JOB NAME

Knights of Columbus

PROJECT MANAGER

Randy Comosok

PMT METHOD

Visa

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Travel fee	5	138.00	690.00
	Travel			
	Manufacturing	1	27,234.00	27,234.00
	Module Upgrade (using existing cabinet)			
	Installation	1	4,116.00	4,116.00
	Labor to install			
	Manufacturing	1	1,822.10	1,822.10
	Manufacture/ Retrofit- Knights of Columbus face			
	Installation	1	1,025.00	1,025.00
	Labor to Install/Retrofit			

OMIT

3% Processing fee for Credit Card payment (s)

2% / ACH payment (s)

SUBTOTAL
TAX

34,887.10
0.00

Thank you for your business!

Regulated by the Texas Department of Licensing and Regulation

P.O. Box 12157 Austin, Texas 78711

Master Sign Electrician License #19473

Electrical Sign Contractor License #18700

TDLR contact information at:

(512) 463-6599 or toll-free (in Texas) (800) 803-9202

TOTAL

\$34,887.10

THANK YOU!

Signature: _____

244

Sign install
②

Katherine Ellis

From: Joe Bilski <jcbilski@sbcglobal.net>
Sent: Wednesday, March 18, 2026 9:30 AM
To: Katherine Ellis
Subject: Re: Sealy Columbus Club

I also received a verbal landscape bid from Tony (Antonio) for \$1600. I asked him to send me something in writing and I'll forward it as soon as I get it. I also talked to Keith Oliver (KO electric) and he agreed he would do the sign installation for the \$500 we discussed so I think that's all the bids. Let me know if there's anything else I need to provide.
Thanks again for all your help and support.

Sent from my iPhone

On Mar 18, 2026, at 7:21 AM, Katherine Ellis <Kellis@ci.sealy.tx.us> wrote:

Received, thank you!

From: Joe Bilski <jcbilski@sbcglobal.net>
Sent: Tuesday, March 17, 2026 7:45 PM
To: Katherine Ellis <kellis@ci.sealy.tx.us>
Subject: Fwd: Sealy Columbus Club

Attached is the second bid for the curb removal to eliminate the tripping hazard at the front door of the Columbus Club facility.

Sent from my iPhone

Begin forwarded message:

From: Randy Cernosek <cernosekr57@hotmail.com>
Date: March 17, 2026 at 6:02:12 PM CDT
To: Joe Bilski <jcbilski@sbcglobal.net>
Subject: Fw: Sealy Columbus Club

Get Outlook for iOS

From: Jose Hernandez <Texas_Bad_Co@hotmail.com>
Sent: Tuesday, March 17, 2026 4:22:57 PM
To: cernosekr57@hotmail.com <cernosekr57@hotmail.com>
Subject: Sealy Columbus Club

Landscaping ①



Prepared For

Joe Bilski
Kc Hall
Sealy, Tx 77474
(281) 960-9456

Red River Landscape & Design

521 N Fowlkes St
Sealy, TX 77474
Phone: (979) 900-0663
Email: keepemloaded@yahoo.com

Estimate # 1361
Date 02/26/2026

Description **Total**

Sprinkler Repair \$585.10

Work order :

Remove and replace broken sprayer and drip line.

- 2 spray heads
- 3 drip line
- 1 drip manifold



Bed Renovation \$1,205.90

Work order:

- 1. Removal of existing weeds and excess debris
- 2. Installation of professional landscaping fabric.
- 3 Installation of 1yard enriched topsoil

Design layout ↗

46



Subtotal	\$1,791.00
Texas	\$147.76
Total	\$1,938.76
Deposit Due	\$969.38

47

Landscape
(2)

Katherine Ellis

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Get Outlook for iOS

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Sent: Tuesday, March 17, 2026 4:22:57 PM
To: cernosekr57@hotmail.com <cernosekr57@hotmail.com>
Subject: Sealy Columbus Club

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149

Striping ✓

FSC PAVEMENT MARKING

8274 hillboldt rd
 cat spring, tx 78933
 CELL (979)559-2904

Estimate

Date	Estimate #
2/18/2026	5263

Name / Address
SEALY COLUMBUS CLUB SEALY, TX 281-787-4532 cernosekr57@hotmail.com

			Project
Description	Qty	Cost	Total
WE WILL PAINT AS ALL PARKING SPACES, 3 HC SPACES AND HASHOUTS, 12 ARROWS, RED and YELLOW CURB IN FRONT, 4 NEW SIGNS ATTACHED TO BUILDING.	1	1,800.00	1,800.00T
ALT 1 WASH WHERE PAINT GOES ONLY	1	1,000.00	1,000.00T
ALT 2 PRESSURE WASH ALL OF PARKING LOT AND SIDEWALKS, FRONT DOOR AREA (Facade) Out-of-state sale, exempt from sales tax	42,335	0.11	4,656.85T
		0.00%	0.00
THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS.		Total	\$7,456.85

2,328
 to facade
 for Pressure Wash

Customer Signature _____

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ESTIMATE

EST-001582



Estimate Date: Mar 10, 2026

Expiry Date: Apr 07, 2026

FROM:

Texas Parking Lot Striping, LLC

EIN # 92-3027322

1852 Bending Stream Drive

League City, TX, 77573

Email: info@texasparkinglotstripingllc.com

Phone: (713) 480-5335

TO:

Randy Cernosek

Phone: (281) 787-4532

JOB LOCATION:

1310 U.S. 90

Sealy, TX, 77474

JOB:

#	Services	Qty	Price	Discount	Tax (%)	Total
1	Restripe Restripe all parking areas handicaps fire lanes	1.00	\$2,200.00	\$0.00	No Tax	\$2,200.00
Subtotal						\$2,200.00
Grand Total (\$)						\$2,200.00

Accepted payment methods

Credit Card, Check, Cash, Venmo, Zelle

Message

I would be happy to have an opportunity to work with you.

Terms

Thank you for considering Texas Parking Lot Striping, LLC for your project. Please review the following payment terms carefully:

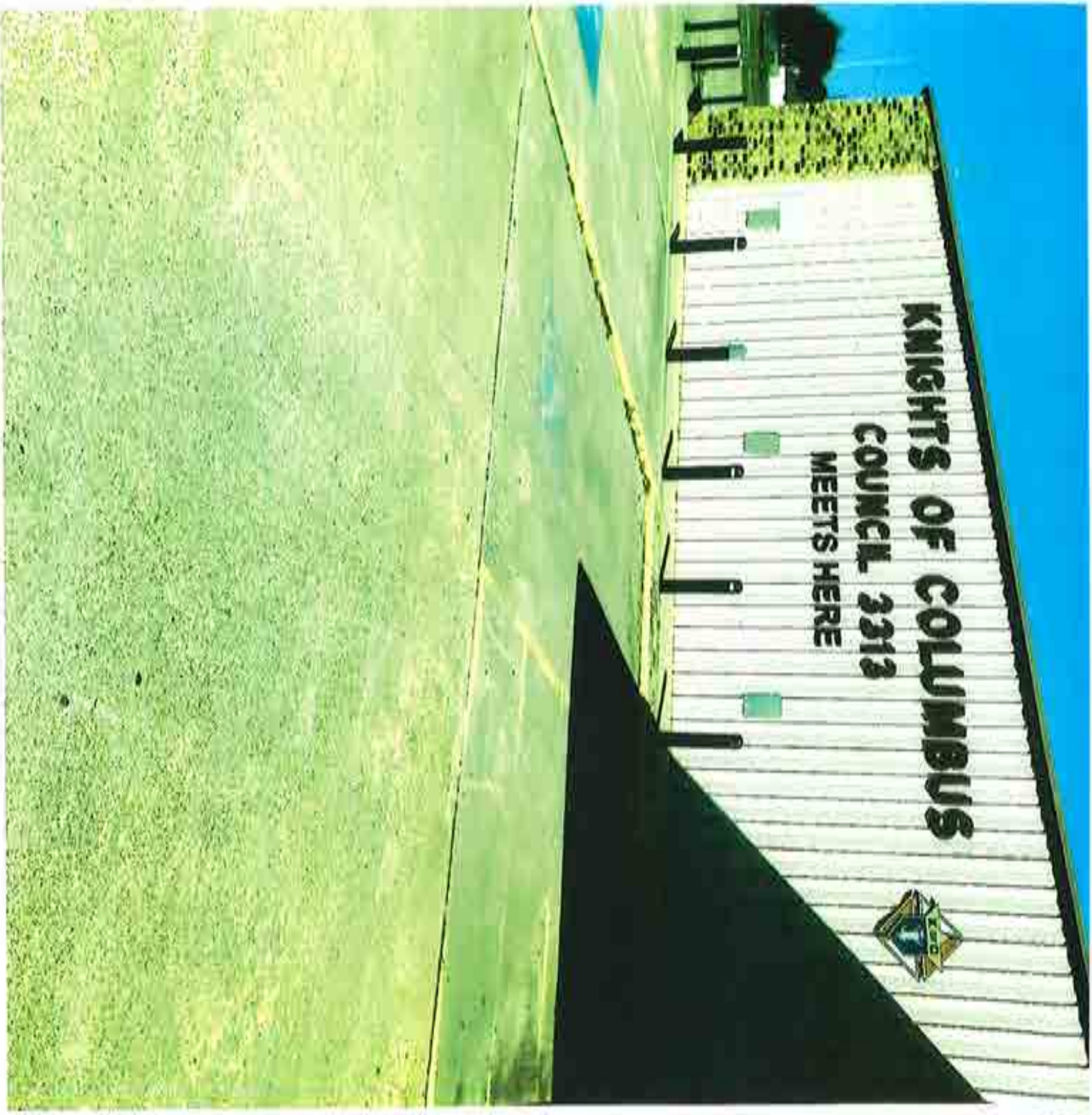
1. Payment Terms:

For jobs valued at \$7,500 or greater, payment terms are NET 30. Payment must be received within 30 calendar days from the date of project completion.

For jobs valued at less than \$7,500, payment is due within 3 calendar days from the date of project completion.

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ESTIMATE

Grand Total (USD)
\$2,600.00

BILL TO
Sealy Columbus Club
Randy Cernosek

Cernosekr57@hotmail.com

*CRWB ①
No other grade work
pending 3.16.26*

Estimate Number: 588
Estimate Date: February 24, 2026
Valid Until: March 26, 2026
Grand Total (USD): **\$2,600.00**

ITEMS	QUANTITY	PRICE	AMOUNT
Demo and replace concrete pad 22'x24' wide section 18'x24' wide section -Saw cut, Demo/jack hammer and remove old concrete -Haul away concrete -6" wide x 6" deep beam on the edge to leave a solid flush finish -3/8" rebar @ 24" spacing each way, dished into to existing concrete -4" thick concrete , 3,000 psi -Broom finish All materials, concrete and labor included	1	\$2,600.00	\$2,600.00
Grand Total (USD):			\$2,600.00

Notes / Terms

The Client acknowledges and agrees that Martinez Construction and Son will provide the services mentioned in the quote above for the total.

Please make checks payable to
Martinez Construction and Son Inc.
40% due on the first day on the jobite.

Martinez Construction and Son
1603 tower road
Wallis, Texas 77485
United States

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**Texas
Bad
Company**

Curb ②

Proposal

Prepared For: Randy Cernosek

Date: 3/17/2026

Sealy Columbus Club

Item	Quantity	Unit Price	Price
Redesign of curb -40'x2.5'	100 SF	\$20.00	\$2000.00

Any additional work to be addressed via change order.

Total Amount:

\$2000.00

To accept, please sign below:

X _____

Date: _____



Handwritten notes: *11/26/24*, *Transfer*, *Vendor that would do*, *3/16/24*

ESTIMATE

MSB Check Outlets a division of
MSB Lumber Homes
9934 Whiskey Wood Ln
Daly, TX 77424-0588

msbcheckoutlets@msbl.com
41 (979) 530-1200

Bill to
Spady Columbus Club

Estimate details
Estimate no.: 478
Estimate date: 03/02/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Gutter	Remove and replace gutter Castles bent profile	1	\$4,958.00	\$4,958.00
2.		Paint	Pressure wash Prep Paint All material and labor included	1	\$476.00	\$476.00
3.		Electrical	LED fixtures included	4	\$276.00	\$1,104.00
					Total	\$5,544.00

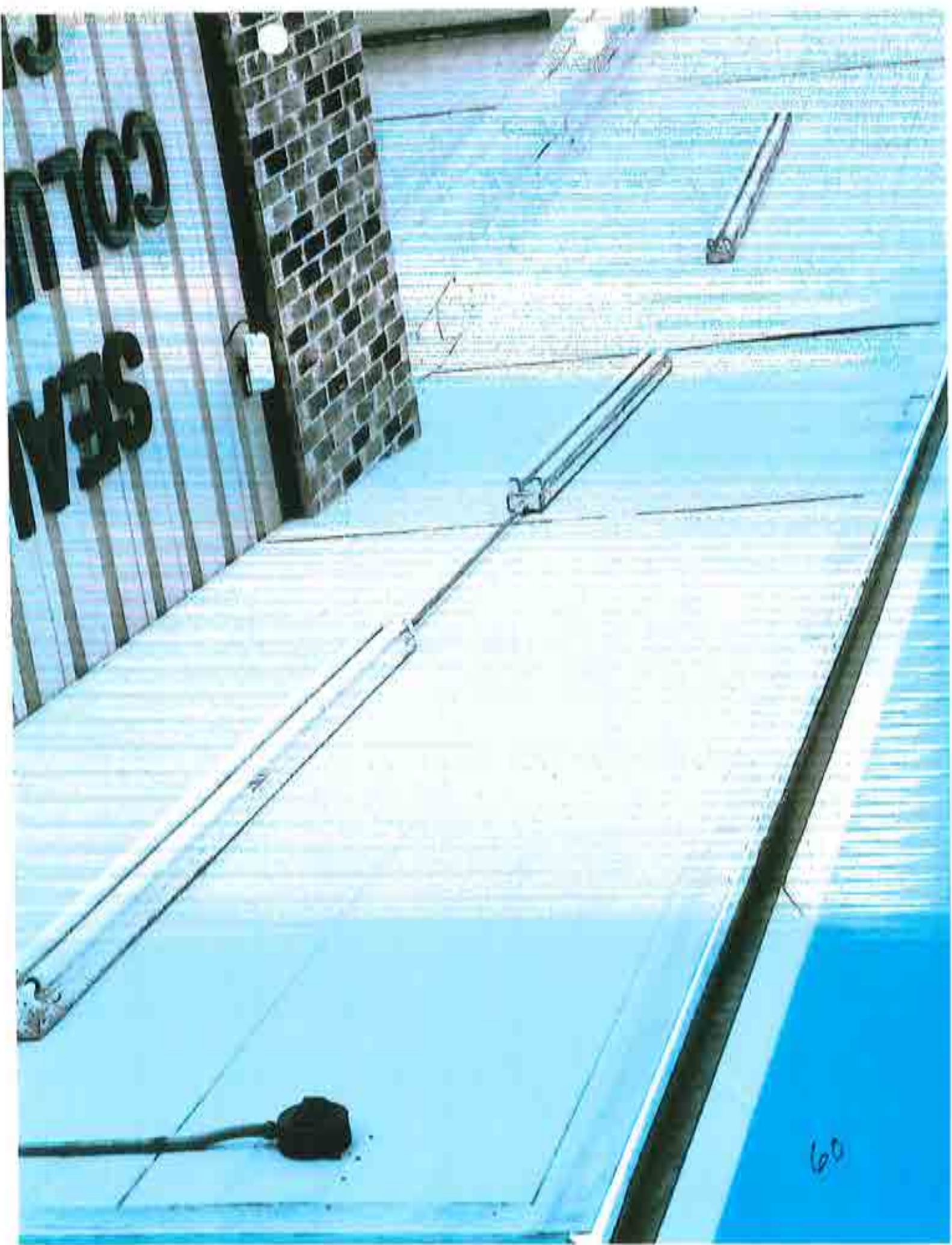
Accepted date

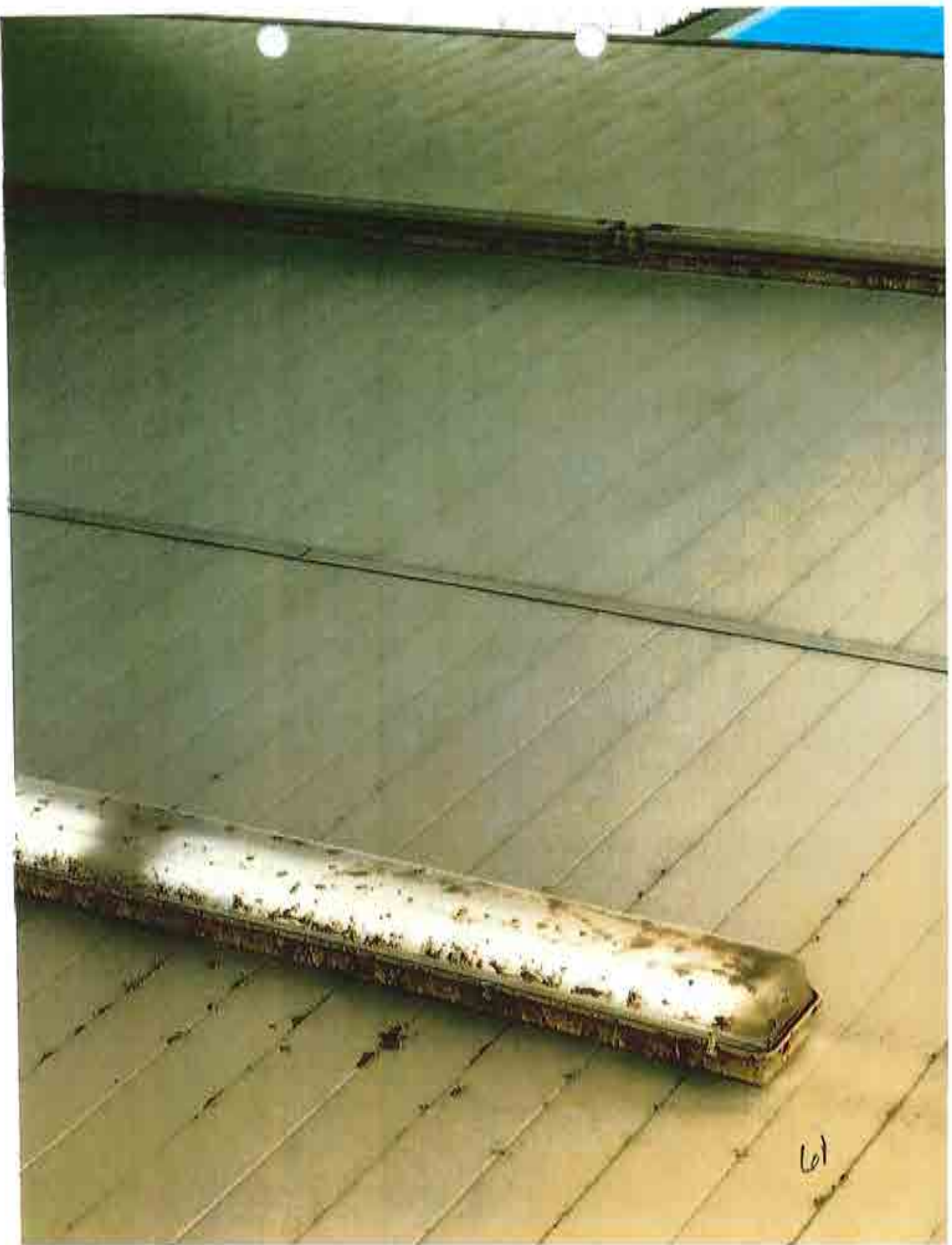
Accepted by

58

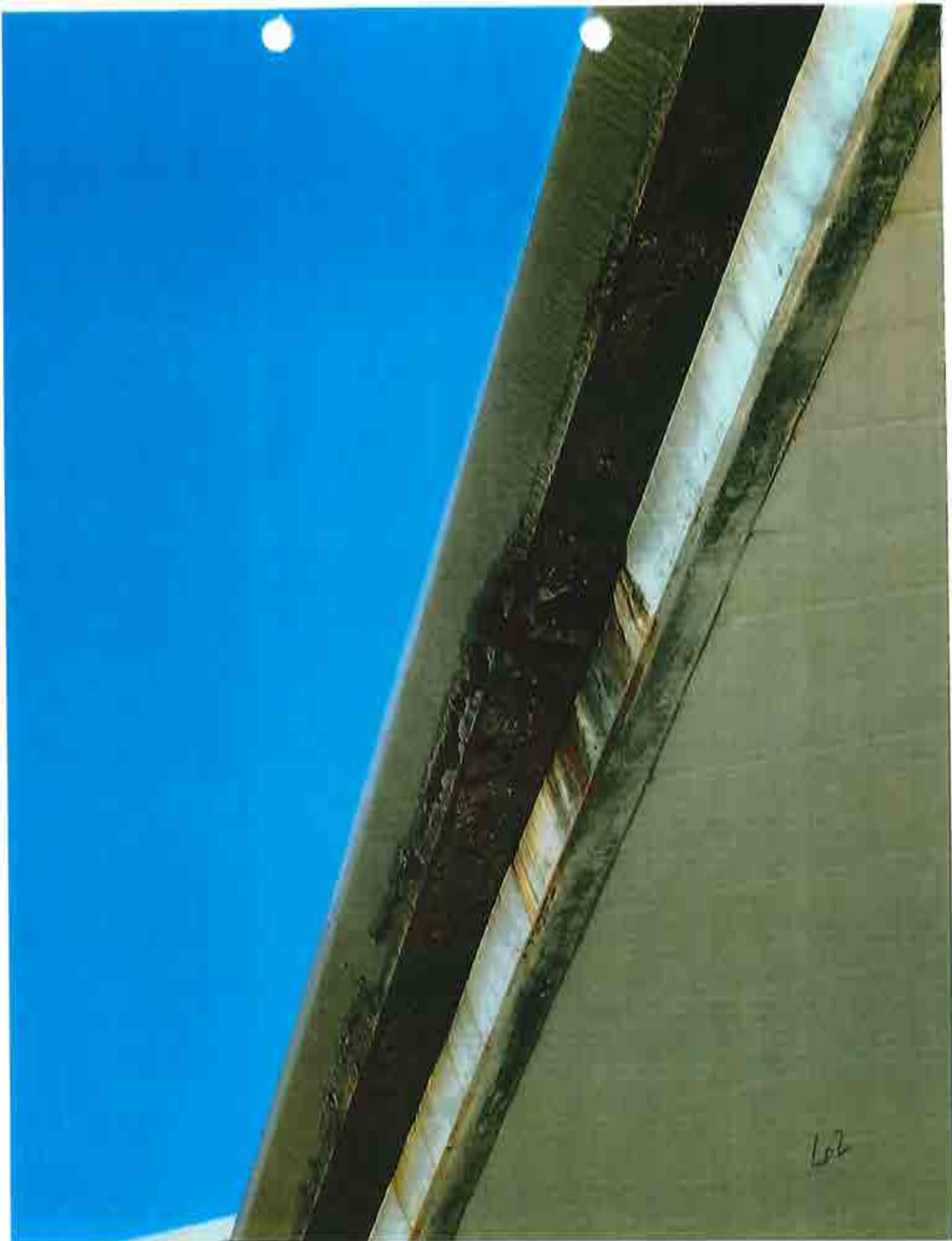


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**ECONOMIC DEVELOPMENT PERFORMANCE AND REIMBURSEMENT AGREEMENT
BETWEEN THE SEALY ECONOMIC DEVELOPMENT CORPORATION
AND THE SEALY COLUMBUS CLUB**

STATE OF TEXAS

§

COUNTY OF AUSTIN

§

§

This Economic Development Performance and Reimbursement Agreement (the "Agreement") is between the Sealy Economic Development Corporation, a Type B economic development corporation created pursuant to the authority of the Development Corporation Act of 1979, as amended ("EDC"), and The Sealy Columbus Club ("Building Owner"), hereinafter sometimes collectively referred to as the "Parties." The project is referred to as the Event Hall Project.

RECITALS

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

WHEREAS, pursuant to Texas Local Government Code Section 505.158 of the Development Corporation Act, the EDC may execute performance agreements with business enterprises to provide funding or public subsidies in furtherance of permissible economic development projects; and

WHEREAS, Building Owner has requested and the EDC desires to provide financial assistance for business development expenditures that promote economic development for an event hall, located at 1310 Highway 90 West, Sealy, Texas ("Property") to provide funding for certain eligible exterior and accessibility-related improvements to the Property including: façade, signage, and Americans with Disabilities Act ("ADA") parking improvements, and other associated expenses as described in Exhibit A of the project; and

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

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

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

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

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

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DEFINITIONS

Benchmark means all the performance criteria and requirements outlined in this Agreement, which the Building Owner must satisfy in order to qualify for the EDC Historic District and Business Improvement reimbursement grant.

Eligible Costs means those actual, reasonable, documented, and approved Project costs identified in Exhibit A and incurred and paid by Building Owner for the approved project. [Katherine: Can you send me Exhibit A?]

Grant means the reimbursement amount payable by the EDC under this agreement, in an amount equal to fifty percent (50%) of eligible costs, in an amount not to exceed \$8,500.00 (EIGHT THOUSAND FIVE HUNDRED DOLLARS), and subject to the category caps set forth in Exhibit A and under the conditions of this Agreement.

Improvements shall mean those approved façade, signage, ADA parking, and other specifically authorized work described in Exhibit A.

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

TERMS

1.1. Grant. The EDC agrees to tender a grant in an amount not to exceed \$8,500.00 to the Building Owner for the Event Hall Project. The project includes façade, signage, ADA parking improvements, and other specifically authorized work. The grant shall be for expenditures that promote new and expanded business development for the Event Hall Project located at 1310 Highway 90 West, Sealy, Texas.

a. Benchmark 1: Building Owner shall:

Complete façade improvements, including pressure washing, replacement and repair of gutters, replacement of lighting, landscaping, replacement of signage panels, and Americans with Disabilities Act parking improvements, in substantial accordance with the plans and specifications associated with Exhibit A. The Building Owner must incur and pay at least \$15,500.00 in eligible costs to qualify for the full \$8,500.00 reimbursement for the Event Hall Project. The reimbursement is limited to fifty percent (50%) of eligible costs, subject to the category caps associated with Exhibit A. The Building Owner shall obtain all applicable permits, approvals, and final inspections required by the City of Sealy and the EDC for the approved improvements, if applicable, which must occur on or before November 18, 2026.

If Benchmark 1 is completed timely, to qualify for the full reimbursement amount of \$8,500.00, the Building Owner must incur and pay at least \$15,500.00 in eligible costs. The reimbursement under this agreement shall equal fifty percent (50%) of actual eligible costs, subject to category caps and overall maximum grant amount established by this agreement and Exhibit A. The reimbursement shall not exceed the following amounts after receiving a copy of receipts showing grant-eligible payments for associated improvements. The maximum reimbursement for façade improvements is \$6,073.00, signage \$1,427.00,

and the Americans with Disabilities Act (ADA) parking improvements \$1,000.00. If the Building Owner timely completes the improvements, but incurs less than the amount necessary to qualify for the full Grant, the EDC's reimbursement obligation shall be limited to fifty percent (50%) of actual eligible costs, not to exceed the category caps above or the total grant cap of \$8,500.00. The Building Owner must provide all receipts and documentation within 45 days of completion of the improvements to justify any reimbursement claim under this provision. If EDC determines that the Building Owner has incurred cost, completed improvements, and paid for the associated improvements, EDC shall pay the approved reimbursement amount within forty-five (45) days after receipt of the Building Owner's complete reimbursement submission.

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

c. Modifications: Any modifications, other than as provided for above, must receive EDC and City Council approval. Failure to obtain such approval prior to making any such modifications could render the Building Owner ineligible to receive grant funding. Any modifications that result in legal fees, which may be incurred as a result of any legal action required to amend the performance agreement, may be the responsibility of the Building Owner.

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

1.3. No Assumption. By executing this Agreement, the EDC assumes no obligation, duty, or other responsibility with regard to any duty, right, obligation, liability, or responsibility associated with the Event Hall Project for which Building Owner is responsible, nor does the EDC assume any legal liability for any action, duty, right, obligation, or responsibility of Building Owner or its successors or assigns by virtue of the execution of this Agreement.

1.4. Completion. This Agreement shall be deemed complete when the following have occurred: (1) the Building Owner has completed the approved improvements; (2) all applicable required inspections or approvals have been obtained; (3) Building Owner tendering to the EDC copies of receipts and documentation demonstrating the use of the grant for expenditures relating to the façade, sign, and Americans with Disabilities Act improvements for the Event Hall Project; and (4) the EDC tendering the approved reimbursement grant, if any, to Building Owner, or upon Building Owner's request, tendering the grant to a third-party on behalf of Building Owner. (5) Building Owner retained ownership of the property for two (2) years from the date of the city's final inspection of the associated improvements.

1.5. Default and recapture. Building Owner shall be in default under this Agreement if it uses the EDC's grant for any purpose other than for expenditures related to the Event Hall Project, fails to complete the work in the timeframe set forth herein, or fails to retain building ownership for two (2) years from the date of the city's approved final inspection of the associated improvements. In the event of default, Building Owner shall refund

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any and all grant fund proceeds to the EDC. Upon default, Building Owner shall tender a refund to the EDC within thirty (30) days of the EDC sending a written demand for repayment and recapture. Building Owner shall refund to the EDC any and all grant funds, and reimburse the EDC for all attorneys' fees and costs which may be incurred as a result of any legal action required to seek reimbursement of all grant funding received by Building Owner. In the event that an amendment to the executed agreement is requested by Building Owner, any legal fees which may be incurred as a result of any legal action required to amend the performance agreement may be the responsibility of Building Owner.

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

1.7. Undocumented Workers. Building Owner shall not employ undocumented workers, defined as an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. Building Owner must agree that if, after receiving grant funds, if the non-profit is convicted of a violation under 8 U.S.C. §1324a(f), Building Owner shall repay the amount of the grant funds with interest, at the rate of 12% per annum, or the maximum allowed by law, within 120 days after the EDC notifies Building Owner of the violation. The EDC shall have the authority to bring a civil action to recover any amounts that the Building Owner must repay the EDC under this provision, and in such action may recover court costs and reasonable attorney fees.

AGREED AND ACCEPTED:

Sealy Economic Development Corp.

By: _____

Its: President

Date: _____

AGREED AND ACCEPTED:

Building Owner, Sealy Columbus Club

By: _____

Its: President

Date: _____

lol

Amendment for the
Sign Project
Item 10

AGENDA ITEM NO: 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.

SUBMITTED BY: SEDC Staff

MEETING DATE: April 14, 2026

STAFF REPORT

DESCRIPTION

BACKGROUND:

Fancy's Properties, LLC previously received approval for a Historic District and Business Improvement Grant for a sign improvement project located at 419 Meyer Street, Sealy, Texas. The approved project includes the installation of a pylon sign with two (2) double-sided advertising spaces intended to:

- Promote tenant recruitment and identification
- Support existing and future businesses
- Improve visibility along Highway 36
- Enhance the aesthetics of the Historic District

The Sealy EDC approved a matching reimbursement grant not to exceed \$3,000, representing up to 50% of eligible project costs.

PURPOSE OF AMENDMENT

The purpose of the amended and restated Performance Agreement is to address changes in tenant occupancy at the project site. Specifically, Fit & Healthy Health Spa has requested to cancel its lease, resulting in the need to revise the original agreement terms that contemplated signage for two identified tenants.

The amendment ensures the project remains viable while maintaining flexibility for tenant recruitment.

ANALYSIS

SUMMARY OF ORIGINAL AGREEMENT

Under the original (redlined) agreement, the project included:

- A pylon sign with two advertising panels specifically designated for: Outrigger Outdoors and Fit & Healthy Health Spa
- Grant structure that contemplated funding tied to two tenant-specific signs, including:
 - Allocation of funding per sign advertising space
 - Investment thresholds tied to each tenant's signage
- Benchmarks requiring:
 - Completion of signage improvements by a specified deadline
 - Retention of at least three (3) full-time jobs for 12 months
 - Property ownership retention for a defined period of (2) years

KEY AMENDMENTS (CLEAN AGREEMENT)

The amended (clean) Performance Agreement includes the following substantive changes:

1. Removal of Tenant-Specific Requirements

- The agreement removes references to specific tenants, including Fit & Healthy Health Spa.
- The project is now structured more broadly as a pylon sign with two advertising spaces for tenant recruitment and identification, rather than being tied to named businesses.

2. Simplified Grant Structure

- The grant remains not to exceed \$3,000 total, based on 50% reimbursement of eligible project costs.
- The revised agreement eliminates the prior per-sign allocation structure and instead focuses on the overall project cost and total sign installation.

3. Clarified Project Scope

- The project continues to include:
 - Installation of a sign improvement
 - Electrical and related improvements
- The purpose remains focused on:
 - Economic development
 - Tenant attraction
 - Improved aesthetics within the Historic District

4. Updated Performance Benchmarks

- Benchmark 1: Completion of signage improvements with a minimum investment of \$6,000 to receive full grant funding.
- Benchmark 2:
 - Retention of at least three (3) full-time jobs for 12 months
 - Retention of property ownership for one (1) year following project completion

5. Timeline Adjustment

- The deadline for completion and final inspection is clarified as October 22, 2026, providing additional time for project completion and tenant recruitment.

The requested amendment is administrative in nature and reflects a change in tenant circumstances rather than a change in project intent.

Staff finds that:

- The project continues to meet the goals of the Historic District and Business Improvement Grant Program by enhancing visibility, aesthetics, and economic activity.
- Removing the tenant-specific requirement reduces risk to the project and allows for continued tenant recruitment.
- The amended agreement maintains accountability through performance benchmarks, including job retention and investment thresholds.
- The project remains a qualified economic development project under Texas Local Government Code Chapter 505.

The cancellation of the Fit & Healthy lease does not negatively impact the overall economic development benefit, as the signage will continue to support future tenants and business activity at the site.

FINANCIAL IMPACT

Grant amount: still not to exceed \$3,000 (reimbursement basis), and the funding source: SEDC Historic District & Business Improvement Grant Program. No additional fiscal impact is created by this amendment. There is currently \$200,000.00 in the HD&BIG Line Item.

RECOMMENDATION

Staff recommends that the Sealy EDC Board of Directors approve the Amended and Restated Economic Development Performance Agreement with Fancy's Properties, LLC for the sign improvement project at 419 Meyer Street. The amendment ensures the project remains feasible, compliant, and aligned with the intent of the grant program despite changes in tenant occupancy.

Performance Agreement

Red-Lined Copy

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

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

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

DEFINITIONS

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

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

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

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

TERMS

1.1. Grant. The EDC agrees to tender a Historic District and Business Improvement grant in an amount not to exceed \$3,000 to Fancy's Properties, LLC, for a sign improvement project at approximately 419 Meyer Street for a payou sign for two advertising premises space that promotes economic development, advertises new businesses and new tenant lease opportunities, directs citizens and visitors to commercial enterprises, and improves the aesthetics on Highway 36. The improvements

will include a pylon sign with two (2) double-sided spaces for tenant recruitment, tenant identification, 1. A sign for Outrigger Outdoors, fishing and hunting retail (one leased premises), and 2. A sign for Fit & Healthy Health Spa sign, or both, (second leased premises), both located at approximately 410 Meyer Street. The sign improvements will include the installation of new signage, electrical work, and other expenses related to the same. Once the project is complete, the EDC will reimburse Fancy's Properties, LLC, fifty percent (50%) of the sign improvement cost, up to \$3,01,500.00 per leased premises sign for a total of two signs, one for each business: 1) Outrigger Outdoors and 2) sign for a pylon sign with two (2) advertising spaces, or both, Fit & Healthy Health Spa.

b. Benchmark 1: Building owner shall:

complete installation of the outdoor sign improvements as shown in the performance agreement and Exhibit A. The total investment for each of the two (2) signs shall be at least \$63,000.00 to receive the full fifty percent (50%) match of grant funds up to \$3,01,500.00 for two (2) per leased premises advertising spaces. If the investment is less than \$63,000.00 per sign, the SEED grant will reimburse fifty percent (50%) of the total eligible cost per sign, but in no event shall the SEED provide a reimbursement greater than \$1,500,000.00 per leased premises for a pylon sign with two (2) advertising spaces. If each sign costs more than \$3,000.00, the grant amount will remain capped at \$1,500.00 per sign. The building owner, Fancy's Properties, LLC, must pass final inspections for the associated signage improvements from the City of Sealy, Texas, which must occur on or before August 17/October 22, 2026, in order to receive grant funds.

c. Benchmark 2: Building owner shall:

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

1.2 Extensions: The EDC Executive Director or, in such absence, the EDC Board President, may extend any timeframes in Section 1.1 for good cause, but in no event shall the Executive Director be authorized to grant an extension for longer than six (6) months. Good causes include, but are not limited to, local, state, or federal economic restrictions or regulations that impose difficulty in operating or leasing the businesses located at approximately 410 Meyer Street.

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

approval. Failure to obtain such approval prior to making any such modifications could render the Building Owner ineligible to receive grant funding. Any modifications that result in legal fees, which may be incurred as a result of any legal action required to amend the performance agreement, may be the responsibility of the Building Owner.

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

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

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

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

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1.8 Undocumented Workers: Building owner certifies that they do not employ nor will they lease to a business that employs any undocumented workers, defined as an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. Fancy's Properties, LLC, must agree that if, after receiving grant funds, they are convicted of a violation under 8 U.S.C. §Section 1-324a(f), Fancy's Properties, LLC, shall repay the amount of the grant funds within 120 days after the EDC notifies Fancy's

Properties, LLC, of the violation. The EDC shall have the authority to bring a civil action to recover any amounts that Fancy's Properties, LLC, must repay the EDC under this provision, and in such action may recover court costs and reasonable attorney fees.

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

1.10 **Revocation.** All prior Economic Development Performance Agreements between the parties is hereby revoked and terminated and this Amended and Restated Agreement replaces such revoked and terminated agreement.

AGREED AND ACCEPTED:

Sealy Economic Development Corp.

By: _____

Its: President

Date: _____

AGREED AND ACCEPTED:

Fancy's Properties, LLC

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

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Performance Agreement

Clean Copy

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

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

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

DEFINITIONS

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

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

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

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

TERMS

1.1. Grant. The EDC agrees to tender a Historic District and Business Improvement grant in an amount not to exceed \$3,000 to Fancy's Properties LLC, for a sign improvement project at approximately 419 Meyer Street for a pylon sign for two advertising spaces) that promotes economic development, advertises new businesses and new tenant lease opportunities, directs citizens and visitors to commercial enterprises, and improves the aesthetics on Highway 36. The improvements will

include a pylon sign with two (2) double-sided spaces for tenant recruitment, tenant identification, or both, electrical work, and other expenses related to the same. Once the project is complete, the EDC will reimburse Fancy's Properties LLC, fifty percent (50%) of the sign improvement cost, up to \$3,000.00 for a pylon sign with two (2) advertising spaces.

b. Benchmark 1: Building owner shall:

complete installation of the outdoor sign improvements as shown in the performance agreement and Exhibit A. The total investment shall be at least \$6,000.00 to receive the full fifty percent (50%) match of grant funds up to \$3,000.00 for two (2) advertising spaces. If the investment is less than \$6,000.00, the SEDC will reimburse fifty percent (50%) of the total eligible cost, but in no event shall the SEDC provide a reimbursement greater than \$3,000 for a pylon sign with two (2) advertising spaces. The building owner, Fancy's Properties LLC, must pass final inspections for the associated signage improvements from the City of Sealy, Texas, which must occur on or before October 22, 2026, in order to receive grant funds.

c. Benchmark 2: Building owner shall:

retain building ownership and not sell or assign the building to another person or entity for one (1) year after receiving approval from the City of Sealy for sign completion. The building owner shall ensure employee/job retention of at least three (3) full-time employees/jobs for at least twelve (12) months after receiving final signage approval from the City of Sealy, Texas. Retention of employees/jobs will be verified by the EDC by means of proof to be determined at the discretion of the EDC Executive Director or Board President, which may include a statement of affidavit from the building owner, Fancy's Properties LLC.

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

1.3 Modifications: Any modifications, other than as provided for above, must receive EDC and City Council approval. Failure to obtain such approval prior to making any such modifications could render the Building Owner ineligible to receive grant funding. Any modifications that result in legal fees, which may be incurred as a result of any legal action required to amend the performance agreement, may be the responsibility of the Building Owner

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

1.5 No Assumption. By executing this Agreement, the EDC assumes no obligation, duty, or other responsibility with regard to any duty, right, obligation, liability, or responsibility associated with

the Project for which Fancy's Properties LLC is responsible, nor does the EDC assume any legal liability for any action, duty, right, obligation, or responsibility of Fancy's Properties LLC or its successors or assigns by virtue of Fancy's Properties LLC execution of this Agreement.

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

1.7 Default. Fancy's Properties LLC shall be in default under this Agreement if it uses the EDC's grant for any purpose other than for expenditures related to signage. Fancy's Properties LLC, shall be in default under this agreement if it fails to meet benchmarks: If the building owner fails to maintain at least three (3) full-time jobs for the twelve (12) month period following passage of final inspection, or if the building owner sells or assigns the property within one (1) year after receiving approval from the City of Sealy for sign completion, the building owner shall be in default. Upon such default, Fancy's Properties LLC, shall tender its refund to the EDC, the full \$3,000.00 Grant amount (or the portion actually received) within thirty (30) days of a written request from the EDC.

1.8 Undocumented Workers: Building owner certifies that they do not employ nor will they lease to a business that employs any undocumented workers, defined as an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. Fancy's Properties LLC, must agree that if, after receiving grant funds, they are convicted of a violation under 8 U.S.C. §1324a(f), Fancy's Properties LLC, shall repay the amount of the grant funds within 120 days after the EDC notifies Fancy's Properties LLC, of the violation. The EDC shall have the authority to bring a civil action to recover any amounts that Fancy's Properties LLC, must repay the EDC under this provision, and in such action may recover court costs and reasonable attorney fees.

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

1.20 Revocation. All prior Economic Development Performance Agreements between the parties is hereby revoked and terminated and this Amended and Restated Agreement replaces such revoked and terminated agreement.

AGREED AND ACCEPTED:

Sealy Economic Development Corp.

By: _____

Its: President

Date: _____

AGREED AND ACCEPTED:

Fancy's Properties, LLC

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

Bakers Signs
 11201 FM 1485
 Conroe, TX, 77306- USA
 Phone: (936)-448-1239 Fax: (936)-231-1220
 www.bakerssigns.com



ESTIMATE Submitted To:

OUTRIGG002
 Outrigger Outdoors
 Attn: Trevor Haechten
 419 Meyer St
 Sealy, TX 77474- USA

Job Name Outrigger Outdoors
 Phone: (979) 472-0360 Ext.
 Fax:
 Email trevodh@outriggeroutdoors

Job Name and Location

Outrigger Outdoors
 419 Meyer St
 Sealy, TX 77474- USA

Estimate No	Estimate Date	Payment Terms	Contact	Page
031730	4/10/2026	Due on Receipt	Jeremiah	Page 1 of 2

Quantity	Description	Unit Price	Extended Price
1	Site Survey		
	Survey the location for exact sizing, access and setbacks.	\$450.00	\$450.00
1	Engineering		
	Engineering (if required) \$650	\$0.00	\$0.00
1	Procurement		
	Permit Procurement	\$550.00	\$550.00
1	Permits		
	Permits at Cost	\$0.00	\$0.00
1	MANUFACTURE		
	Manufacture (2) 3' X 6' double sided LED illuminated pylon sign ID cabinets with polycarbonate faces and a vinyl overlay. Signs would come attached to a match plate for installation.	\$5,900.00	\$5,900.00
1	2ManTruck		
	Remove and dispose of (1) existing double sided pylon sign cabinet.	\$550.00	\$550.00
1	2ManTruck		
	Install (2) 3' X 6' double sided LED illuminated pylon sign cabinets to the existing match plate base steel.	\$1,150.00	\$1,150.00
1	Quoted		
	Quote based on having full access to install during normal business hours with a 65' crane truck. Signs would come with a photocell to turn off/on at proper night hours. We will tie into the existing electrical within 5' of installation for internal illumination.	\$0.00	\$0.00

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Estimate No

Estimate Date

Payment Terms

Contact

Page

031730

4/10/2026

Due on Receipt

Jeremiah

Page 2 of 2

Quantity	Description	Unit Price	Extended Price
1	MANUFACTURE		
	Tenant panels for bottom tenant, if needed. \$600 each (x 2 = \$1200)	\$0.00	\$0.00
1	2ManTruck		
	Install 2 bottom tenant panels, if needed. \$550	\$0.00	\$0.00

1. GUARANTEE Each sign is guaranteed for a period of 1 year after completion against defective workmanship and materials. 2. COMPLETION AND PERFORMANCE: SELLER shall commence the construction of the sign and prosecute the work thereon with due diligence until completion. Reference completion date is approximate only. All obligations to be performed by the SELLER hereunder shall be subject to delay or failure resulting from riot, war, fire, labor disputes, unforeseen commercial delays, acts of God, laws, regulations or restriction of governmental or public authorities, accidents, forces, conditions or circumstances, whether or not similar to the foregoing, beyond its reasonable control. 3. TERMS OF PAYMENT A fifty percent (50%) deposit is required with contract, balance due upon completion. Any invoices more than 30 days overdue are subject to a service charge of one and one-half percent per month interest on the unpaid balance. In the event that this bill is referred for collection, it shall be subject to a twenty percent attorney's fee charge. 4. TAXES The amount of any present or future sales, license, excise, or other tax, Federal, State, or Local, which may now or hereafter be Assessed against the SELLER, or the PURCHASER, for services or materials covered by this contract, or against such services, shall be paid by the PURCHASER, to the SELLER, upon demand by the SELLER, as an additional charge over and above the price as set forth in this contract. 5. TAXES NOT INCLUDED IN THIS QUOTATION. ALL PROPER TAX CALCULATIONS WILL BE PROVIDED ON INVOICE 6. TAXES: IF TAX EXEMPT PLEASE PROVIDE TAX EXEMPTION OR RESALE CERTIFICATE

Taxable:	\$8,600.00
NonTaxable:	\$0.00
SalesTax:	\$709.50
Freight:	\$0.00
Misc:	\$0.00
Total:	\$9,309.50

Thank You

**** Warranty will be voided if payment is not remitted in full in accordance with payment terms.**

Signature _____ Date: _____

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Playground Project
Chapman & Levine Parks
Item 11



SEALY EDC BOARD AGENDA ITEM NO: 11 Discussion and Possible Action regarding a request from the City of Sealy for a project and financial assistance for playground and recreational improvements at Mark A. Chapman Park and Abe and Irene Levine Family Park.

MEETING DATE: April 14, 2026

STAFF REPORT

DESCRIPTION

As you know, Type B corporations have a wider expanse of projects they may use funds to accomplish. One such area of projects include to acquire or pay for land, buildings, equipment, facilities expenditures, targeted infrastructure and improvements found by the board of directors to be required or suitable with respect to professional and amateur sports (including children's sports) and athletic facilities, tourism and entertainment facilities, convention facilities, public park purposes and event facilities (including stadiums, ballparks, auditoriums, amphitheaters, concert halls, parks and open space improvements, museums and exhibition halls);

The City of Sealy has identified playground equipment that is in need of replacement of aging and deteriorated playground equipment at Mark A. Chapman Park and Abe and Irene Levine Family Park. Both playgrounds are at or beyond their expected useful life. The Chapman Park playground has been closed due to storm-related damage, and portions of the Levine Park equipment have already been removed because of safety concerns. City staff evaluated proposals from multiple vendors and identified a potential vendor based on accessibility, inclusivity, shade, design, lifecycle considerations, and consistency with community survey priorities.

At its April 7, 2026, meeting, the Sealy City Council approved the project and is requesting financial assistance from the Sealy Economic Development Corporation. The request is proposed in an amount not to exceed \$400,000 from the SEDC to the City of Sealy. The EDC Attorney is researching potential financial assistance by the SEDC to the City in the form of a loan.

The Sealy Economic Development Corporation published notice of a public hearing on April 9 for the public hearing tonight, April 14, to receive comments regarding the proposed expenditure of funds for the Playground Project, located at Abe and Irene Levine Park, 418 Main Street, Sealy, Texas, and Mark A. Chapman Park, 1008 Main Street, Sealy, Texas. The notice provides that the proposed funding would be used for the replacement of community playground and recreational equipment, accessibility improvements, and allowable related expenses. The notice further states that the project is authorized under Section 505.152 of the Texas Local Government Code as a project related to recreational and community facilities and that the proposed expenditure of funds shall not exceed \$400,000.00.

ANALYSIS

The City is requesting SEDC participation to help fund the replacement of deteriorated playground equipment at two important parks in the community. The project addresses immediate safety concerns, accessibility needs, and deferred maintenance, while allowing both playgrounds to be completed as one coordinated project. According to City staff, this approach creates cost efficiencies and better addresses current community needs.

Because the proposed funding relates to recreational and community facilities, the project falls within the authority described in Section 505.152 of the Texas Local Government Code, subject to the required public hearing and any necessary findings by the Board. The funding request under consideration would not exceed \$400,000.00.

BS

FINANCIAL IMPACT

According to the attached material, the City budgeted \$200,000.00 in the 2025–2026 fiscal year for replacement of the equipment at Levine Park; however, the Chapman Park playground is also in need of immediate replacement. The total cost of the projects is expected to be \$598,840.00. Of this cost, the EDC portion is proposed to be \$398,840.

Any participation by SEDC would remain subject to available funds and the completion of the public hearing process, and approval by both the City of Sealy and the Sealy Economic Development Corporation.

RECOMMENDATION

Staff recommends that the Board conduct the public hearing, discuss the City's request, and consider approving financial assistance to the City of Sealy in an amount not to exceed \$400,000.00 for playground improvements at Mark A. Chapman Park and Abe and Irene Levine Family Park.

**Proposal
All Play, Inc.**

13903 Van Wall
Houston, Texas 77040-5445
Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

PROPOSAL SUBMITTED TO City of Sealy		PHONE: 979-627-6115	DATE: 3/20/2026
STREET 415 Main Street		FAX:	
CITY, STATE AND ZIP CODE Sealy, TX 77474		JOB NAME B & PW Park / Levine Park	
SALES PERSON Patrick Stallings - (281) 299-9450		JOB CONTACT Brooke Kaiser	JOB PHONE 979-627-6115 - Brooke
JOB LOCATION/SHIP TO 1008 Main Street, Sealy, TX 77474 / 415 Main Street, Sealy, TX 77474		E-MAIL bkaiser@cl.sealy.tx.us	
QTY	DESCRIPTION	UNIT PRICE	AMOUNT
	B&PW Park		
1	Little Tikes Commercial Playground Equipment in Drawing "B&PW 2026"	\$ 91,881.00	\$ 91,881.00
1	Approx. 3500 SF of Artificial Playground Turf - Includes: Playground Paddling for 6'-8" C/FH Crushed Stone Base Sand Infill Installation	\$ 77,000.00	\$ 77,000.00
1	Approx. 215 LF of 2" Concrete Sidewalk	\$ 22,000.00	\$ 22,000.00
	Levine Park		
1	Little Tikes Commercial Playground Equipment in Drawing "Levine 2026" Includes: (10) 6' Inground Benches	\$ 198,257.00	\$ 198,257.00
1	Approx. 3850 SF of Poured-in-Place Rubber Safety Surfacing System 2160 SF @ 2" Thick 1960 @ 1.75" Thick Crushed Stone Base 50% Standard Color / 50% Black Aromatic Binder	\$ 88,797.00	\$ 88,797.00
1	Installation of the new playground equipment in Drawing "B&PW 2026"	\$ 27,159.00	\$ 27,159.00
1	Installation/General Construction of the new playground equipment in drawing "Levine 2026"	\$ 81,556.00	\$ 81,556.00
	Pricing better than BuyBoard Contract #781-25		
1	Fall Surfacing Surcharge - Surcharge is based on current market pricing and price may be increased based on market conditions at time of installation	\$ 0.00	\$ 0.00
	Tax Exempt or Resale Certificates Must Be Provided For Purchases Not Subject To Sales Tax		
CAUTION: Never install playground equipment over a hard surface such as asphalt or concrete. Serious injury can result from falls to a hard surface. Choose a surface which will meet the U.S. Consumer Product Safety Commission recommendations for surfaces under playgrounds		SUB TOTAL	\$ 586,650.00
The ESTIMATED installation date for this equipment is _____ days from the date this fully executed proposal is received by All Play with applicable monies due.		S&H (Freight)	\$ 11,950.00
		ERP	\$ 240.00
		TAX	Exempt
		TOTAL	\$ 598,840.00

We hereby propose to furnish material and labor - complete in accordance with above specifications, for the sum of Five Hundred Ninety Eight Thousand Eight Hundred Forty Dollars \$ 598,840.00

Payment Terms:

\$ 396,226.50 Prepaid with order
\$ 202,613.50 Balance Due Upon Completion

Patrick Stallings
Authorized Signature: Patrick Stallings

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I _____ Signature
Have read, understand, and agree to all Additional Terms and Conditions As outlined on the following page.
Date of Acceptance: _____ Title: _____

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Proposal

All Play, Inc.

13903 Van Wall

Houston, Texas 77040-5445

Phone: (713) 939-9888 * Fax: (713) 939-0304

1-800-842-9888

ADDITIONAL TERMS AND CONDITIONS

1. ALL PLAY, INC. ("API") hereby submits these specifications and estimates for equipment/items as detailed in this proposal.
2. Prices quoted include a discount based on cash/check method of payment.
3. Payment Terms are as specified on pg. 1. API reserves the right to place a service charge on all amounts not paid ("past due") in accordance with the Payment Terms at the highest rate permitted by law. You further agree to pay API's expenses of collection of any past due amounts, including reasonable attorney's fees and court costs.

A copy of the signed check for the balance due must be faxed to our office prior to ship date for the installers to be dispatched.

4. Quoted installation services detailed in this proposal shall include all labor, supervision, materials, supplies, equipment, tools and necessarily related insurances normally required to deliver and install the items as detailed in this proposal. API will field dress any rutting or disturbances caused by API's use of equipment to access the project site, however, unless otherwise detailed in this proposal re-sodding, re-seeding and finished grade services/repairs are not included.
5. Lead-time quoted is based upon the time your order is processed at the factory.
6. A 30% cancellation fee will be assessed on equipment orders that are cancelled more than ten (10) days from the date purchaser executes this Proposal. If the equipment has already been shipped when the order is cancelled, freight charges from and returning to the manufacturer will be charged the customer in addition to the 30% cancellation fee.
7. API's receipt of the Proposal, as signed by you, as an authorized agent of the Owner, below indicates your understanding and acceptance of the terms and conditions stated herein and shall be construed as a written acceptance of API's proposal.
8. All items are shipped F.O.B. knocked down and will require unloading and assembly by purchaser unless installation is purchased.
9. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner is to carry fire, tornado and other necessary insurance. Our workers are covered by Workmen's Compensation Insurance.
10. Signing of final walk through or opening of playground constitutes completion, and payment is due at that time.
11. Plastisol and rotationally molded plastic components will have irregularities as a normal byproduct of the manufacturing process and cannot be controlled.
12. **FORCE MAJEURE:** Customer agrees that API will not be liable for any whole or partial failure, interference with, hindrance of or delay in performing an obligation under these Terms & Conditions that is due to any of the following causes beyond its reasonable control, whether foreseeable or not: acts of God, accidents, riots, war, terrorist acts, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental orders, ordinances, rules, regulations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy or API's inability to deliver or to install any Equipment.
13. Permit application(s), processing and/or fees are excluded and/or are the responsibility of others.
14. All Play, Inc. is not responsible for underground utilities and/or all other covered systems. Surcharges will incur for abnormal substrate, i.e., concrete, asphalt or landfill.
15. **RELEASE AND INDEMNITY**
SHOULD YOU ELECT NOT TO PURCHASE FALL SURFACING MATERIAL AND/OR INSTALLATION SERVICES FROM API, THE FOLLOWING PROVISIONS SHALL APPLY:
(A.) YOU HEREBY AGREE TO RELEASE API AND ALL OF ITS SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AFFILIATES ("RELEASED PARTIES") FROM ANY AND ALL CLAIMS OR DEMANDS YOU HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES RELATED TO OR ARISING FROM THE FALL SURFACING MATERIAL THAT IS ULTIMATELY USED AT THE JOB LOCATION OR YOUR FAILURE TO INSTALL FALL SURFACING MATERIAL AT THE JOB LOCATION. THESE RELEASED CLAIMS EXPRESSLY INCLUDE CLAIMS FOR NONCOMPLIANCE WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND CLAIMS RELATED TO FAULTY, INADEQUATE, OR IMPROPER FALL SURFACING.
(B.) BECAUSE YOU HAVE EITHER CHOSEN NOT TO PURCHASE FALL SURFACING MATERIALS FROM API, OR YOU HAVE MADE OTHER INSTALLATION ARRANGEMENTS, YOU FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND DAMAGES WHICH MAY RESULT FROM EQUIPMENT NOT INSTALLED IN COMPLIANCE WITH MANUFACTURER SPECIFICATIONS AND THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND/OR ANY DEFECT IN THE FALL SURFACING MATERIALS USED AT THE JOB LOCATION, INCLUDING, DESPITE API'S RECOMMENDATION OTHERWISE, YOUR USE OF NO FALL SURFACING AT ALL.
16. This Agreement shall be interpreted under Texas law. Any and all disputes arising under or relating to this Proposal shall be brought and resolved in in Harris County, Houston, Texas. This provision is mandatory and to the exclusion of all other venues. Purchaser acknowledges and agrees that API reserves the right to institute arbitration proceedings to resolve disputes arising under or relating to this Agreement.

This Proposal constitutes the entire agreement between the parties on the subjects addressed herein. All prior agreements, negotiations and understandings with respect to the subject matter hereof, whether written or oral, are cancelled and superseded by this Proposal. No party is relying on any oral or other written representation or communication not otherwise contained in this Proposal.

I have read, understand, and agree to all Additional Terms and Conditions as outlined in this Proposal.

Signature _____

Date of Acceptance: _____

Title _____

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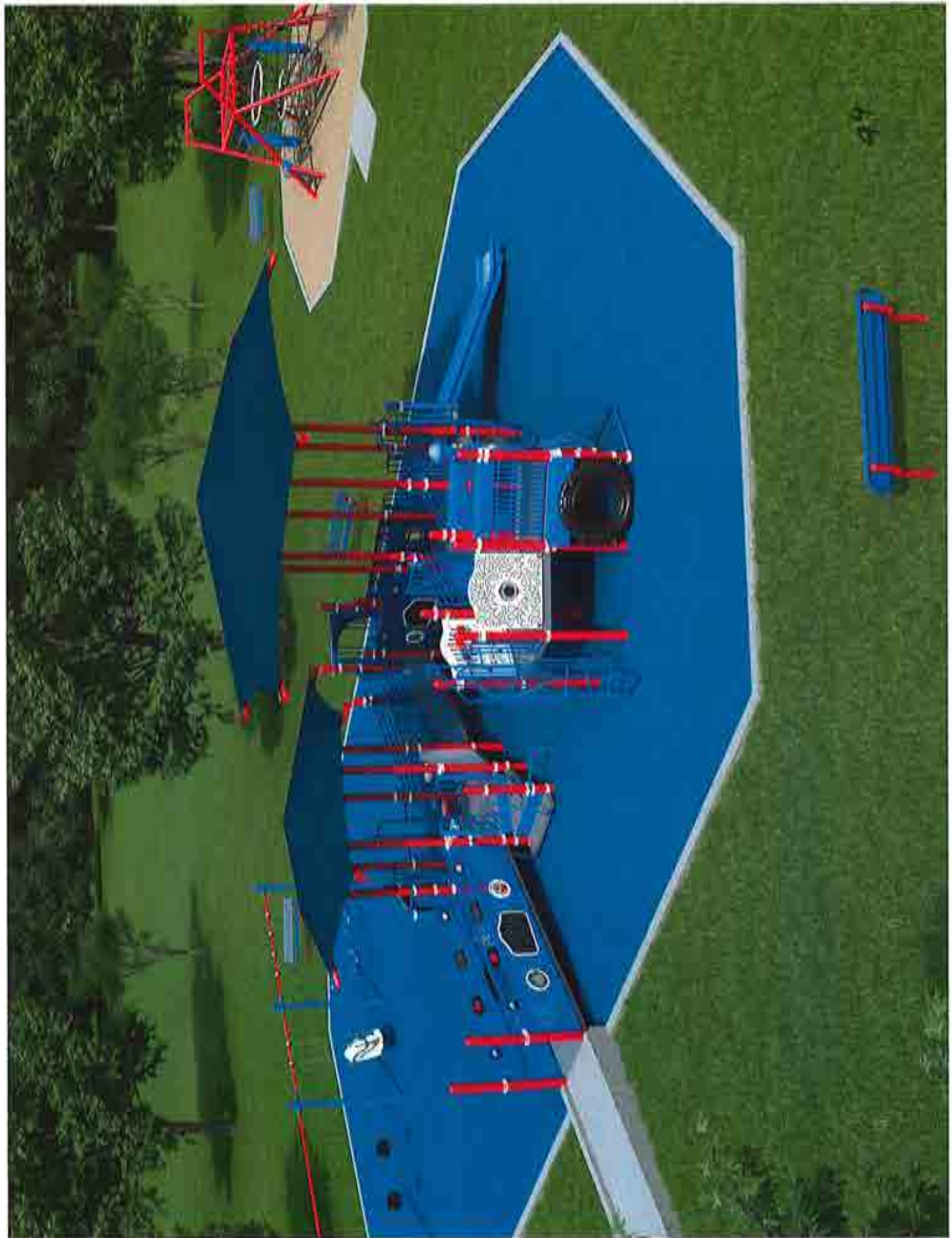






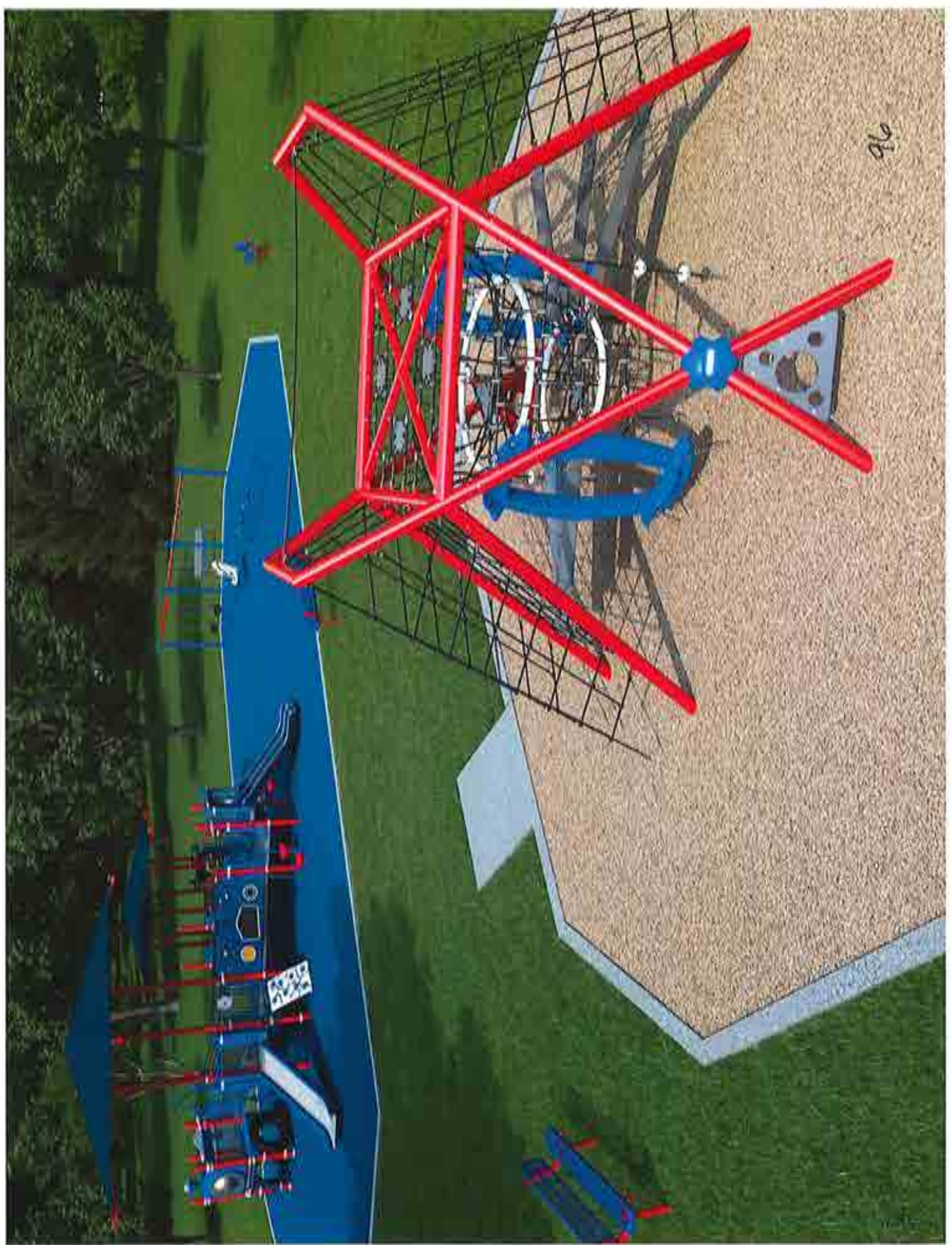


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