



City of Seguin

210 E. Gonzales Street
Seguin TX, 78155

Public & Virtual Meeting Agenda City Council

Tuesday, March 4, 2025

5:30 PM

Council Chambers

This meeting can be viewed live at:
https://cityofseguintx.granicus.com/MediaPlayer.php?publish_id=3a45111c-c736-4fb2-a860-7ff869cdc2be

1. **Call to Order**
2. **Invocation - Rev. Jeanet Jackson, Wesley-Harper United Methodist Church**
3. **Pledge of Allegiance/Salute to the Texas Flag**
4. **Roll Call**

5. **Hearing of Residents:**

Invitation to hear citizens and council members in advance of regular business on items other than what is on the agenda, which shall be limited to five (5) minutes. Due to the Open Meetings Act discussions on matters not on the agenda are not allowed, therefore discussion shall be limited to 1) Statements of specific factual information given in response to any inquiry; 2) A recitation of existing policy in response to an inquiry; 3) A proposal to place the subject on the agenda for a future meeting; 4) For the record, please state your name and address before speaking.

6. **Presentation**

- a. [25-127](#) City of Seguin Financial Reports for the three months ended December 31, 2024. - Susan Caddell, Director of Finance
Attachments: [December 31, 2024 Financials.V2](#)
[December 31, 2024 Power Point](#)

7. **Consent Agenda**

- a. [25-140](#) Minutes of the February 18, 2025 City Council Regular Meeting.
- b. [25-148](#) Check Report February 15, 2025 through February 28, 2025.
Attachments: [Check Report 02152025 - 02282025](#)
- c. [25-128](#) Approval of Quarterly Investment Report for Quarter Ended December 31,

2024. - Susan Caddell, Director of Finance

Attachments: [Investment Report for 123124 Memo
December 31, 2024 City](#)

- d. [25-100](#) Resolution authorizing the submission of a Department of Homeland Security, Federal Emergency Management Agency, Hazard Mitigation Grant Program grant application to fund structural drainage improvement to Walnut Branch Channel. - Kate McCloud, Grants Administrator
- Attachments:** [Agenda Item Memo - HMGP Hurr Beryl](#)
[Resolution to Apply TDEM HMGP Hurr Beryl](#)
- e. [25-143](#) Resolution authorizing the submission of a Community Project Funding application to fund the rehabilitation of the Seguin Activity Center. - Kate McCloud, Grants Administrator
- Attachments:** [Resolution to Apply Community Project Funding -SAC](#)
[Activity Center Board Resolution to BGC](#)
[Agenda Item Memo - Application Community Project Funding-SAC](#)
- f. [25-136](#) Resolution authorizing the City Manager to give away the remaining salvaged portions of the old pedestrian bridge given to the City of Seguin by Schertz / Seguin Local Government Corporation (SSLGC). - Randy Kell, Director of Facilities
- Attachments:** [Memo: Release of Material from the Old Pedestrian Bridge](#)
[Resolution \(Bridge.Salvage.Property\)](#)
[Image 1](#)
[Image 2](#)
[Image 3](#)
[Image 4](#)
- g. [25-134](#) Resolution authorizing the City Manager to execute an agreement with the Texas Historical Commission for the Main Street Program demonstrating the City of Seguin's commitment to continue as an Official Main Street City. - Kyle Kramm, Main Street & CVB Director/HPO
- Attachments:** [TMS Program Council Memo 2025](#)
[Resolution Sustaining Level Official MS 2025](#)
[Main Street Contract Proposal](#)
- h. [25-101](#) Ordinance on second reading amending the Seguin Code of Ordinances Chapter 74, Parks, amending Article IV, Standards of Care for Youth Recreation Programs; providing for publication of this ordinance; providing a severability clause; providing for an effective date; and authorizing city staff to prepare this ordinance for submission as a supplement to the Code of Ordinances. - Jack Jones, Director of Parks and Recreation.

Attachments: [Memo for Standards of Care for 2025-2026](#)
[2025-2026 JAAM PARENT HANDBOOK](#)
[Ordinance No. 2024-089 \(1\)\(JAAM\)\(Final\)](#)

8. Action Items - Discussion and Possible Motion to Approve

- a. [25-138](#) Resolution awarding a bid in the amount of \$1,379,556.66 to D&D Contractors, Inc. for the Mays Creek GLO Phase I Drainage Project (a GLO CDBG-MIT Grant Project, Contract No. 22-085-008-D236); authorizing the City Manager to enter into a construction contract with D&D Contractors, Inc.; and declaring an effective date. - Melissa Reynolds, PE, MPA, CFM - Director of Capital Projects | Engineering
Attachments: [2025-03-04 Memo Mays Creek Construction Contract](#)
[2025-03-04 Resolution Mays Creek Construction Contract](#)
[GLO MC Phase 1 - Award Recommendation](#)
- b. [25-130](#) Resolution awarding a contract to D&D Sitework & Utilities in the amount of \$157,976.46 for the Continental Drive Emergency Pipe Replacement. - John Donnelly, Public Works Director
Attachments: [D&D - Emergency Pipe Repair Memo](#)
[Resolution \(Continental Dr Emergency Repair\)](#)
- c. [25-149](#) Resolution authorizing the City Manager to purchase and install a new 30' x 60' modular building for use by IT at the Utility Operation Center; and declaring an effective date. - Randy Kell, Director of Facilities
Attachments: [Memo - Purchase and Installation of a 36' x 60' Modular Building for IT](#)
[Draft Resolution - Modular Building Purchase](#)
[City of Seguin Proposal \(1\)](#)
- d. [25-132](#) Resolution authorizing the City Manager to enter a Professional Services contract with Freese and Nichols, for engineering services related to updating the 2022 Water and Wastewater Master plan capital projects; and declaring an effective date. - Terri Lynn Ruckstuhl, Senior Utilities Engineer
Attachments: [Council Memo 3-4-2025](#)
[Resolution 3-4-2025](#)
[PSA - FY26 WWW CIP Update_FNI Signed 25.02.20](#)
- e. [25-141](#) Resolution approving an amendment for engineering services related to the 12-inch wastewater main replacement and 8-inch water main extension project; and declaring an effective date. - Terri Lynn Ruckstuhl, Senior Utilities Engineer

Attachments: [Council Memo 3-4-2025](#)
[Resolution 3-4-2025](#)
[Engineering Proposal Link Road Sewer Amendment No. 1](#)

- f. [25-133](#) Discussion and possible direction to staff on downtown economic development incentive policies regarding two specific Chapter 380 proposals: The 1908 at 100 East Court (\$35,000 incentive) and the proposed The Canopy at 113 South Camp(\$50,000 incentive). For portions of this item, Council may choose to enter into Closed Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code. - Kyle Kramm, Main Street & CVB Director/HPO
- Attachments:** [Incentive Flyer](#)
[2025 Fix It Application-FILLABLE](#)
[Protect It - Grant Guidelines and Application](#)
[2023-2024 BIG Grant Program Guidelines FINAL \(2\)](#)
[Chapter 380 Application](#)
- g. [25-145](#) Resolution declaring a necessity for the acquisition of a 0.95-acre permanent utility easement and a 0.502-acres temporary construction easement on a tract of land out of the H. Branch Survey, A-6, Guadalupe County, Texas, and being out of a called 26.389 tract of land conveyed to Tuscumbia Oaks, L.P., described by an instrument recorded in Volume 2025, Page 0127 of the Official Public Records of Guadalupe County, Texas, and being more particularly described by metes and bounds and shown in Exhibit A attached hereto and incorporated herein for all purposes for the purpose of the installation, construction, operation, maintenance, repair, upgrade and removal of multiple water, wastewater and reuse water transmission lines and related above and below ground appurtenances along Highway 123 to increase wastewater service capacity to the area and authorizing the institution of condemnation proceedings to acquire said property interest to the extent negotiations are unsuccessful. Council may opt to hold portion(s) of this item in Closed Session, pursuant to Sections 551.071 and 551.072 of the Texas Government Code. Any actions will be taken in Open Session. - Mark Kennedy, City Attorney
9. **Closed Session**
- In accordance with Texas Government Code, Subchapter D, Section 551, the City Council may convene in a closed session to discuss any of the following items, any final action or vote taken will be in public:*
- a. [25-137](#) Section 551.071(2) and 551.072 - Consultation with Attorney and Deliberation Regarding Real Property: to deliberate the purchase and/or value of real property located along or near West Kingsbury Street on the SEDC 121 project in Guadalupe County, Texas. Possible action(s) may follow in Open Session.

- b. [25-147](#) Section 551.071(2) and 551.072 - Consultation with Attorney and Deliberation Regarding Real Property: to deliberate the purchase and/or value of real property near the intersection of Cordova Road and SH-123 (Cordova Road Project) in Guadalupe County, Texas. Possible action may follow in Open Session.
- c. [25-139](#) Section 551.072 - Deliberation Regarding Real Property: to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
- Project High Tech
10. **Reconvene into Open Session and Take Action on Closed Session Items if necessary**
11. **Adjournment**

CERTIFICATE

I certify that the above notice of meeting was posted in the outside display case at the front of the Municipal Building, 210 E. Gonzales Street of the City of Seguin, Texas on the 28th day of February 2025 at 4:20 P.M.

Kristin Mueller
City Secretary

All items on the agenda are eligible for possible discussion and action. The City Council reserves the right to adjourn into Closed Session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

The City of Seguin is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal access to communications will be provided to those who provide notice to the City Secretary at (830) 401-2468 at least 48 hours in advance. This meeting site is accessible to disabled persons.



It's real.

Date: February 24, 2025

To: Mayor and City Councilmembers
Steve Parker, City Manager

From: Susan Caddell *Susan Caddell*
Director of Finance

Subject: Financial Reports for Three Months Ended December 31, 2024

Attached you will find financial reports for the General, Utility, Coliseum, and Seguin Events Complex for the three months ended December 31, 2024.

The first report is the Income Statement for the General Fund on a budgetary comparison. We have collected 35.3% of our budgeted revenues.

- Property Tax is 48.1% of budget. We do collect the largest of this budget during the first four months of fiscal year.
- State/Federal Government Grants are 34.7% of budget.
- Sales Tax is 27.8% of budget.
- Public Safety is 35.9% of budget. This includes EMS revenue.
- Sanitation Revenue is 26.1% of budget.
- Health is 29.6% of budget. This includes food establishment inspections and animal services fees.
- Interest Revenue is 33.8% of budget. Interest rates are higher than anticipated.
- Miscellaneous Revenue is 49.8% of budget. We bill annually for alarm permits at the beginning of the fiscal year, which takes up a large portion of this revenue.
- Private Source Donations is 52.8% of budget. This includes donations from the Friends of the Library or the Library Foundation.
- Lease Revenues is 115% of budget. We receive the annual payment for Sprint Tower lease in the first quarter. It was higher than anticipated.

Expenditures are 31.6% of budget. Non-Departmental is 62.1% of budget. This is due to paying half of the indigent care amount in October in the amount of \$1,356,491.97. In addition, the entire amount of budgeted transfers of \$3,447,763 to General Fund Capital Projects has been transferred. Finally, as we collect our property tax revenue, the debt service portion of the property tax is transferred to the General I&S Fund.

The next report is the Income Statement for the General Fund as compared to FY24. Our revenue increased by \$1,827,902 or 10.6% from this time last year.

- Property Taxes are up by \$748,254 or 7.6%.
- Building Permits are up by \$380,245 or 99.7%.
- Sales Tax is up by \$383,583 or 11.1%.
-

Our expenditures have increased by \$2,924,732 or 19.2% from this time last year.

- Police Department increased by \$196,916 largely due to the increase in salaries and benefits.
- Fire is up by \$179,501 also largely due to an increase in salaries and benefits.
- Non-Departmental increased by \$2,294,418. Transfers to General Fund Capital Projects increased by \$1,290,253. Transfers to General I&S Fund have increased by \$581,684. This coincides with the increase in Property Tax revenue. In addition, the indigent health care payment increased by \$76,232.

The next report is the Income Statement for the Utility Fund on a budgetary comparison. We have collected 26.7% of our budgeted revenues.

- Interest Revenue is 37.9% of budget. Interest rates are higher than anticipated.
- Lease Revenues are 100% of budget. This is the lease payment we receive from Wells Fargo.

Expenditures for the Utility Fund are 28.4% of budget.

- Non-Departmental is 41.8% of the budget. This is due to the fact the entire amount of budgeted transfer of \$5,083,383 to Utility Fund Capital Projects was transferred at the beginning of the year.

The next report is the Income Statement for the Utility Fund as compared to FY24. Our revenue has increased by \$2,120,048 or 13.2%.

- Electric Revenue is up by \$846,302 or 10.9%.
- Water Revenue is up by \$752,572 or 16.8%
- Sewer Revenue is up by \$500,091 or 15.3%.

Expenditures have increased by \$1,349,341 or 7%.

- Electric Distribution has increased by \$721,181 largely due to an increase in the wholesale power costs. This coincides with an increase in electric revenue.
- Water Plant has increased by \$394,769 due to an increase in the payments to SSLGC for water purchased. This coincides with the increase in water revenue.

The next reports are income statements compared to budget and prior year for the Coliseum Fund and Seguin Events Complex. In the past, I have included the statements

for the Golf Fund, but due to the fact the course is shut down for the season, I will not be presenting reports for the Golf Course this year. Net revenues have increased in the Coliseum Fund by \$10,345 from FY24. Net revenues have also increased in the Seguin Events Complex by \$9,339 from FY24.

The next reports detail more information about the sales tax revenue. Sales tax is up for the year by 11.11%. In December, the revenue increased by 20.25%. This included a large audit collection of \$187,573.

The next several pages include our current grant portfolio and those that are pending award notification. Some grants have carried over from one year to the next.

Finally, you will find the last two pages for our Hotel Occupancy Tax Collections. We are up slightly from this time last year by \$11,778.40, or 2.4%.

Please let me know if you have any questions or would like additional information provided.



FY2023 INCOME STATEMENT-GENERAL FUND

For the Three Months Ended December 31, 2024

	FY 2024-25 Actual 12/31/24	FY 2023-24 Budget	Variance Pos. (Neg)	% of Budget
001 - GENERAL FUND REVENUE				
3110 - Property Tax	10,542,711	21,905,000	(11,362,289)	48.1%
3180 - Franchise Taxes	95,804	1,525,380	(1,429,576)	6.3%
3210 - Building Permits	761,546	3,235,000	(2,473,454)	23.5%
3220 - Other Licenses & Permits	7,180	4,000	3,180	179.5%
3310 - Interlocal Agreement	269,438	1,101,174	(831,736)	24.5%
3340 - State/Federal Gov. Grants	42,922	123,638	(80,716)	34.7%
3350 - Sales Tax	3,834,872	13,800,000	(9,965,128)	27.8%
3350 - Other State Gov. Shared Revenue	23,966	175,000	(151,034)	13.7%
3410 - Charges for Services	18,000	72,000	(54,000)	25.0%
3420 - Public Safety	538,004	1,500,000	(961,996)	35.9%
3440 - Sanitation Revenues	686,916	2,630,000	(1,943,084)	26.1%
3450 - Health	32,519	110,000	(77,481)	29.6%
3470 - Culture and Recreation	79,499	432,000	(352,501)	18.4%
3510 - Municipal Court	125,854	565,700	(439,846)	22.2%
3520 - Library	6,276	21,000	(14,724)	29.9%
3610 - Interest Revenues	263,675	780,529	(516,854)	33.8%
3620 - Miscellaneous Revenues	394,810	793,304	(398,494)	49.8%
3630 - Lease Revenues	15,741	13,688	2,053	115.0%
3650 - Private Source Donations	52,827	100,000	(47,173)	52.8%
3700 - User Fees	1,307,086	5,228,342	(3,921,256)	25.0%
3910 - Intragovernmental Trnsfrs	3,525	14,000	(10,475)	25.2%
Revenue Totals	19,103,170	54,129,755	(35,026,585)	35.3%
001 - GENERAL FUND EXPENDITURES				
10 - General Government	30,221	138,244	108,022	21.9%
11 - City Manager	75,061	340,271	265,210	22.1%
12 - Finance	202,475	1,050,672	848,197	19.3%
14 - Legal and Judicial	115,915	519,924	404,009	22.3%
16 - Police	2,612,782	12,175,507	9,562,725	21.5%
17 - Fire	2,307,724	11,529,242	9,221,518	20.0%
18 - Animal Services	151,314	798,343	647,029	19.0%
21 - Planning	542,302	2,755,974	2,213,672	19.7%
22 - City Secretary	58,981	173,762	114,781	33.9%
23 - Human Resources	93,259	486,637	393,378	19.2%
24 - Public Works Department	541,922	2,814,168	2,272,245	19.3%
25 - Vehicle Maintenance	155,283	779,812	624,529	19.9%
26 - Engineering/Capital Projects	109,130	556,801	447,670	19.6%
27 - Brush Department	143,653	683,511	539,859	21.0%
28 - Downtown & Main St. Prog.	53,916	273,029	219,113	19.7%
29 - Facilities	67,663	421,099	353,436	16.1%
31 - Public Library	457,812	1,924,281	1,466,469	23.8%
34 - Parks and Recreation	632,566	2,940,402	2,307,836	21.5%
87 - Information Technologies	309,002	1,561,424	1,252,422	19.8%
89 - City Attorney	51,645	254,637	202,991	20.3%
90 - Non-Departmental	9,444,859	15,199,779	5,754,920	62.1%
Expenditure Totals	18,157,484	57,377,518	39,220,034	31.6%
Net Revenues (Expenditures)	945,686	(3,247,763)	4,193,449	



FY2023 INCOME STATEMENT

Prior vs. Actual - General Fund

For the Three Months Ended December 31, 2024 and
December 31, 2023

	FY 2024-25 Actual 12/31/24	FY 2023-24 Actual 12/31/23	Variance Pos. (Neg)	% Variance Pos. (Neg.)
001 - GENERAL FUND REVENUE				
3110 - Property Tax	10,542,711	9,794,456	748,254	7.6%
3180 - Franchise Taxes	95,804	53,985	41,819	77.5%
3210 - Building Permits	761,546	381,301	380,245	99.7%
3220 - Other Licenses & Permits	7,180	0	7,180	NA
3310 - Interlocal Agreement	269,438	204,455	64,983	31.8%
3340 - State/Federal Gov. Grants	42,922	64,705	(21,783)	-33.7%
3350 - Sales Tax	3,834,872	3,451,288	383,583	11.1%
3350 - Other State Gov. Shared Revenue	23,966	25,433	(1,467)	-5.8%
3410 - Charges for Services	18,000	18,000	0	0.0%
3420 - Public Safety	538,004	449,620	88,384	19.7%
3440 - Sanitation Revenues	686,916	638,601	48,316	7.6%
3450 - Health	32,519	28,615	3,904	13.6%
3470 - Culture and Recreation	79,499	76,920	2,579	3.4%
3510 - Municipal Court	125,854	133,333	(7,479)	-5.6%
3520 - Library	6,276	5,264	1,012	19.2%
3610 - Interest Revenues	263,675	290,448	(26,773)	-9.2%
3620 - Miscellaneous Revenues	394,810	373,038	21,772	5.8%
3630 - Lease Revenues	15,741	13,688	2,053	15.0%
3650 - Private Source Donations	52,827	28,266	24,561	86.9%
3700 - User Fees	1,307,086	1,240,400	66,685	5.4%
3910 - Intragovernmental Trnsfrs	3,525	3,451	74	2.2%
Revenue Totals	19,103,170	17,275,269	1,827,902	10.6%
001 - GENERAL FUND EXPENDITURES				
10 - General Government	30,221	31,971	1,750	5.5%
11 - City Manager	75,061	63,921	(11,140)	-17.4%
12 - Finance	202,475	201,624	(851)	-0.4%
14 - Legal and Judicial	115,915	106,176	(9,739)	-9.2%
16 - Police	2,612,782	2,415,866	(196,916)	-8.2%
17 - Fire	2,307,724	2,128,223	(179,501)	-8.4%
18 - Animal Services	151,314	154,311	2,997	1.9%
21 - Planning	542,302	575,727	33,425	5.8%
22 - City Secretary	58,981	35,604	(23,377)	-65.7%
23 - Human Resources	93,259	95,655	2,396	2.5%
24 - Public Works Department	541,922	494,116	(47,806)	-9.7%
25 - Vehicle Maintenance	155,283	143,014	(12,269)	-8.6%
26 - Engineering/Capital Projects	109,130	105,835	(3,295)	-3.1%
27 - Brush Department	143,653	138,641	(5,012)	-3.6%
28 - Downtown & Main St. Prog.	53,916	54,816	900	1.6%
29 - Facilities	67,663	83,213	15,550	18.7%
31 - Public Library	457,812	411,066	(46,746)	-11.4%
34 - Parks and Recreation	632,566	545,310	(87,256)	-16.0%
87 - Information Technologies	309,002	252,822	(56,180)	-22.2%
89 - City Attorney	51,645	44,400	(7,245)	-16.3%
90 - Non-Departmental	9,444,859	7,150,441	(2,294,418)	-32.1%
Expenditure Totals	18,157,484	15,232,752	(2,924,732)	-19.2%
Net Revenues (Expenditures)	945,686	2,042,517	(1,096,830)	



FY2023 INCOME STATEMENT-UTILITY FUND

For the Three Months Ended December 31, 2024

Account Number	Account Name	FY 2024-25 Actual 12/31/24	FY 2023-24 Budget	Variance Pos. (Neg)	% of Budget
002 - UTILITY FUND REVENUE					
3410	Charges for Services	63,915	562,686	(498,772)	11.4%
3430	Electric Revenue	8,586,578	33,283,550	(24,696,972)	25.8%
3432	Water Revenue	5,240,413	19,332,790	(14,092,377)	27.1%
3434	Sewer Revenue	3,766,830	13,635,500	(9,610,763)	27.6%
3480	Other Charges	203,791	550,000	(346,209)	37.1%
3610	Interest Revenues	189,582	500,500	(310,918)	37.9%
3620	Miscellaneous Revenues	177,485	574,500	(397,015)	30.9%
3630	Lease Payments	42,150	42,150	0	100.0%
3700	User Fees	10,750	43,000	(32,250)	25.0%
4	Revenue Totals:	18,281,494	68,524,676	(49,985,275)	26.7%
002 - UTILITY EXPENDITURES					
44	Utility Billing	161,891	741,731	579,840	21.8%
45	Utility Administration	101,884	685,285	583,401	14.9%
46	Administrative Services	436,132	2,008,055	1,571,923	21.7%
47	Electric Distribution	4,787,394	23,394,966	18,607,573	20.5%
48	Utility Services	459,651	2,176,582	1,716,931	21.1%
49	Engineering/Capital Projects	310,992	1,490,631	1,179,640	20.9%
56	Water Plant	2,321,072	7,273,448	4,952,376	31.9%
57	Water/Sewer	1,838,349	7,351,822	5,513,473	25.0%
65	Geronimo Creek WWTP	126,901	545,500	418,599	23.3%
66	Walnut Branch WWTP	394,902	1,705,841	1,310,939	23.1%
80	Economic Development	150,183	647,856	497,673	23.2%
81	Facilities	296,408	1,455,190	1,158,782	20.4%
87	Information Technologies	345,023	1,665,292	1,320,269	20.7%
89	City Attorney	86,435	364,146	277,711	23.7%
90	Non-Departmental	8,845,236	21,185,309	12,340,073	41.8%
	Expenditure Totals:	20,662,451	72,691,656	52,029,205	28.4%
Net Revenues (Expenditures)		(2,380,957)	(4,166,980)	1,786,022	



FY2023 Income Statement Prior vs. Actual - Utility Fund

For the Three Months Ended December 31,
2024 and December 31, 2023

Account Number	Account Name	FY 2024-25 Actual 12/31/24	FY 2023-24 Actual 12/31/23	Variance Pos. (Neg)	% Variance Pos. (Neg.)
002 - UTILITY FUND REVENUE					
3410	Charges for Services	63,915	57,521	6,393	11.1%
3430	Electric Revenue	8,586,578	7,740,276	846,302	10.9%
3432	Water Revenue	5,240,413	4,487,841	752,572	16.8%
3434	Sewer Revenue	3,766,830	3,266,740	500,091	15.3%
3480	Other Charges	203,791	91,707	112,084	122.2%
3610	Interest Revenues	189,582	289,977	(100,395)	-34.6%
3620	Miscellaneous Revenues	177,485	174,483	3,001	1.7%
3630	Lease Payments	42,150	0	42,150	NA
3700	User Fees	10,750	10,750	0	0.0%
4	Revenue Totals:	18,281,494	16,119,296	2,162,198	13.4%
002 - UTILITY EXPENDITURES					
44	Utility Billing	161,891	142,569	(19,322)	-13.6%
45	Utility Administration	101,884	124,609	22,725	18.2%
46	Administrative Services	436,132	405,464	(30,668)	-7.6%
47	Electric Distribution	4,787,394	4,066,213	(721,181)	-17.7%
48	Utility Services	459,651	460,012	361	0.1%
49	Engineering/Capital Projects	310,992	260,149	(50,843)	NA
56	Water Plant	2,321,072	1,926,303	(394,769)	-20.5%
57	Water/Sewer	1,838,349	1,447,914	(390,435)	-27.0%
65	Geronimo Creek WWTP	126,901	97,335	(29,566)	-30.4%
66	Walnut Branch WWTP	394,902	360,097	(34,805)	-9.7%
80	Economic Development	150,183	113,660	(36,523)	-32.1%
81	Facilities	296,408	303,636	7,228	2.4%
87	Information Technologies	345,023	296,149	(48,874)	-16.5%
89	City Attorney	86,435	65,075	(21,360)	-32.8%
90	Non-Departmental	8,845,236	9,243,925	398,689	4.3%
	Expenditure Totals:	20,662,451	19,313,110	(1,349,341)	-7.0%
	Net Revenues (Expenditures)	(2,380,957)	(3,193,814)	812,856	-25.5%



FY2023 -INCOME STATEMENT-COLISEUM FUND

For the Three Months Ended December 31, 2024

	FY 2024-25 Actual 12/31/24	FY 2023-24 Budget	Variance Pos. (Neg)	% of Budget
007 - COLISEUM REVENUES				
Auditorium Rental Fees	27,600	90,000	(62,400)	30.7%
Interest Earnings	4,482	12,100	(7,618)	37.0%
Miscellaneous Revenue	296	0	296	0.0%
Credit Card Service Fees	176	1,000	(824)	17.6%
Transfers from Occupancy Tax	68,875	275,500	(206,625)	25.0%
Revenue Totals	101,429	378,600	(277,171)	26.8%
007 - COLISEUM EXPENDITURES				
Salaries	13,571	62,044	48,473	21.9%
Benefits	6,396	27,328	20,932	23.4%
Utilities	15,784	65,550	49,766	24.1%
Janitorial Services	10,750	43,000	32,250	25.0%
Repairs/Maintenance	5,126	55,000	49,874	9.3%
Equipment Rental	157	1,000	843	15.7%
General Supplies	1,036	40,050	39,014	2.6%
Credit Card Service Fees	481	4,000	3,519	12.0%
Public Relations	0	2,000	2,000	0.0%
Capital Outlay	0	20,000	20,000	0.0%
Expenditure Totals	53,301	321,772	268,470	16.6%
Net Revenues (Expenditures)	48,128	56,828	(8,701)	



FY2023 INCOME STATEMENT

Prior vs. Actual - Coliseum

For the Three Months Ended December 31, 2024 and December 31, 2023

	FY 2024-25 Actual 12/31/24	FY 2023-24 Actual 12/31/23	Variance Pos. (Neg)	% of Budget
007 - COLISEUM REVENUES				
Auditorium Rental Fees	27,600	16,550	11,050	66.8%
Concession Income	0	2,978	(2,978)	-100.0%
Interest Earnings	4,482	5,167	(685)	-13.3%
Miscellaneous Revenue	296	167	129	77.3%
Credit Card Service Fees	176	309	(133)	-43.0%
Transfers from Occupancy Tax	68,875	68,875	0	0.0%
Revenue Totals	101,429	94,046	7,383	7.9%
007 - COLISEUM EXPENDITURES				
Salaries	13,571	13,092	(478)	-3.7%
Benefits	6,396	6,194	(202)	-3.3%
Utilities	15,784	12,528	(3,256)	-26.0%
Janitorial Services	10,750	10,750	0	0.0%
Repairs/Maintenance	5,126	6,471	1,344	20.8%
Equipment Rental	157	212	55	26.0%
General Supplies	1,036	6,316	5,281	83.6%
Credit Card Service Fees	481	701	220	31.4%
Expenditure Totals	53,301	56,264	2,963	5.3%
Net Revenues (Expenditures)	48,128	37,782	10,345	



FY2023 INCOME STATEMENT SEGUIN EVENTS COMPLEX

For the Three Months Ended December 31, 2024

	FY 2024-25 Actual 12/31/24	FY 2023-24 Budget	Variance Pos. (Neg)	% of Budget
020 - SEGUIN EVENTS COMPLEX REVENUES				
Rodeo Arena Rentals	5,620	20,000	(14,380)	28.1%
Fairgrounds Facilities Rentals	5,675	35,000	(29,325)	16.2%
Interest Earnings	1,082	3,100	(2,018)	34.9%
Miscellaneous Revenue	694	289	405	240.0%
Transfers from Occupancy Tax	22,946	91,783	(68,837)	25.0%
Revenue Totals	36,017	150,172	(114,155)	24.0%
020 - SEGUIN EVENTS COMPLEX EXPENDITURES				
Salaries	16,003	73,217	57,214	21.9%
Benefits	7,374	32,061	24,687	23.0%
Utilities	6,490	22,200	15,710	29.2%
Repairs/Maintenance	4,208	14,000	9,792	30.1%
General Supplies	947	11,500	10,553	8.2%
Capital Outlay	0	10,000	10,000	0.0%
Expenditure Totals	35,023	162,978	127,955	21.5%
Net Revenues (Expenditures)	994	(12,806)	13,800	



FY2023 INCOME STATEMENT

Prior vs. Actual - Seguin Events Complex

For the Three Months Ended December 31, 2024 and December 31, 2023

	FY 2024-25 Actual 12/31/24	FY 2023-24 Actual 12/31/23	Variance Pos. (Neg)	% of Budget
020 - SEGUIN EVENTS COMPLEX REVENUES				
Concession Income	0	810	(810)	-100.0%
Rodeo Arena Rentals	5,620	3,845	1,775	46.2%
Fairgrounds Facilities Rentals	5,675	6,875	(1,200)	-17.5%
Interest Earnings	1,082	1,655	(572)	-34.6%
Miscellaneous Revenue	694	89	604	676.4%
Transfers from Occupancy Tax	22,946	21,383	1,563	7.3%
Revenue Totals	36,017	34,657	1,359	3.9%
020 - SEGUIN EVENTS COMPLEX EXPENDITURES				
Salaries	16,003	17,059	1,056	6.2%
Benefits	7,374	7,953	579	7.3%
Utilities	6,490	6,154	(337)	-5.5%
Repairs/Maintenance	4,208	6,201	1,993	32.1%
General Supplies	947	979	32	3.3%
Capital Outlay	0	4,657	4,657	100.0%
Expenditure Totals	35,023	43,003	7,980	18.6%
Net Revenues (Expenditures)	994	(8,346)	9,339	

**CITY OF SEGUIN
SALES TAX**

	Fiscal Year <u>2020</u>	Fiscal Year <u>2021</u>	Fiscal Year <u>2022</u>	Fiscal Year <u>2023</u>	Fiscal Year <u>2024</u>	Fiscal Year 2025			<u>Total**</u>	<u>% Change</u>
	<u>1% City</u>	<u>1/4% City *</u>	<u>1/4% SEDC</u>							
October	715,401	710,128	925,367	976,111	1,093,432	782,241	195,560	195,560	1,173,362	7.31%
November	625,391	651,845	969,137	1,021,656	1,072,243	743,700	185,925	185,925	1,115,550	4.04%
December	<u>888,969</u>	<u>864,526</u>	<u>1,109,367</u>	<u>1,134,680</u>	<u>1,285,613</u>	<u>1,030,640</u>	<u>257,660</u>	<u>257,660</u>	<u>1,545,960</u>	<u>20.25%</u>
SUBTOTAL	2,229,761	2,226,499	3,003,871	3,132,447	3,451,288	2,556,581	639,145	639,145	3,834,872	11.11%
January	657,697	728,815	895,190	963,417	1,018,200					
February	608,998	610,462	828,748	895,923	1,044,838					
March	745,546	942,814	1,103,594	1,216,983	1,231,436					
April	694,246	813,394	1,046,438	1,017,905	1,163,814					
May	693,319	743,207	962,859	1,064,353	1,827,044					
June	815,279	939,469	1,087,789	1,218,514	1,208,811					
July	682,569	827,158	940,146	1,084,862	1,126,022					
August	679,751	868,756	1,015,511	1,120,956	1,202,771					
September	<u>806,611</u>	<u>1,045,014</u>	<u>1,100,117</u>	<u>1,158,698</u>	<u>1,204,434</u>					
TOTAL	8,613,777	9,745,588	11,984,263	12,874,058	14,478,658					

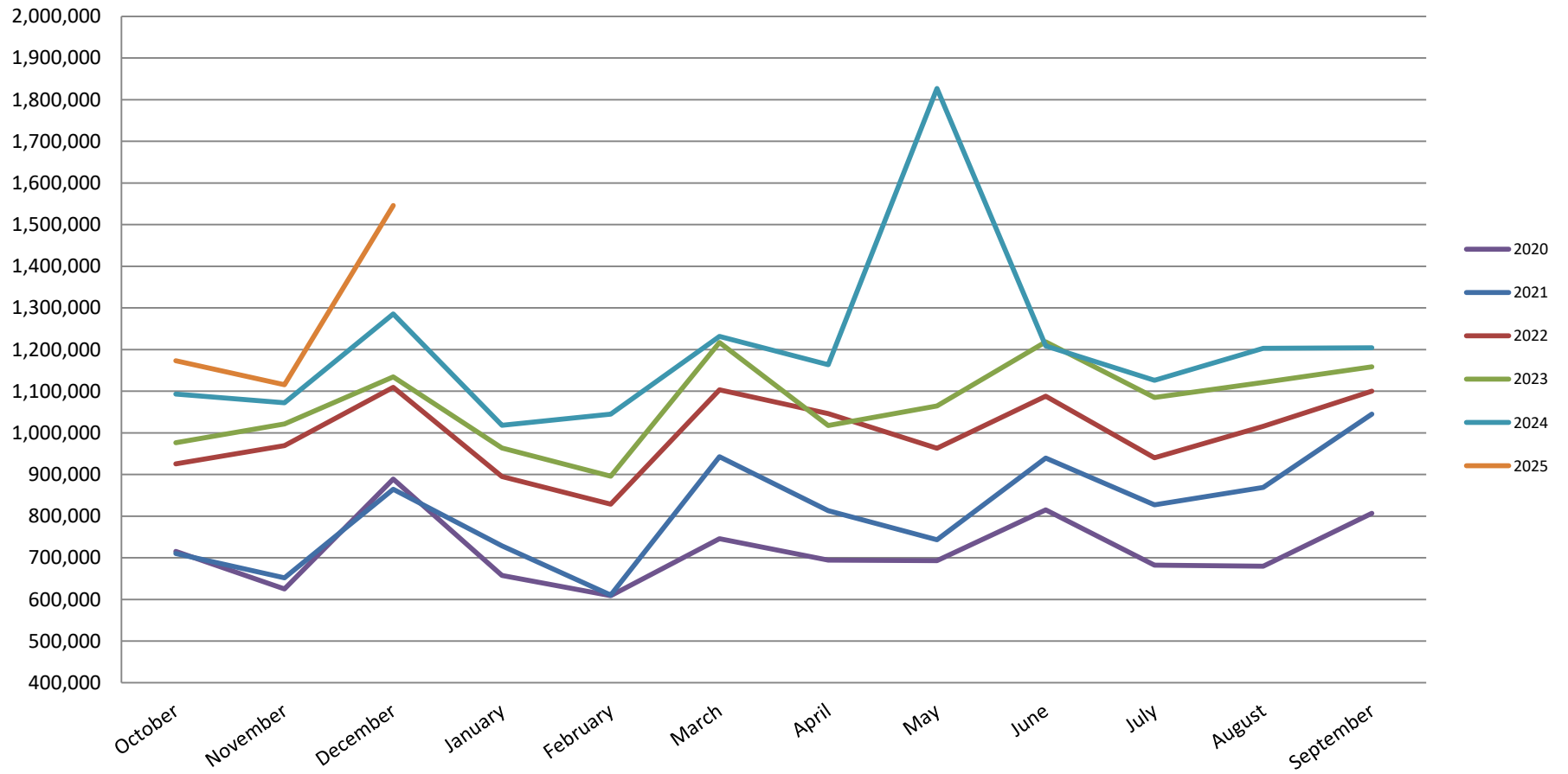
* For Property Tax Reduction

**Includes City's collection of City sales tax for each month.

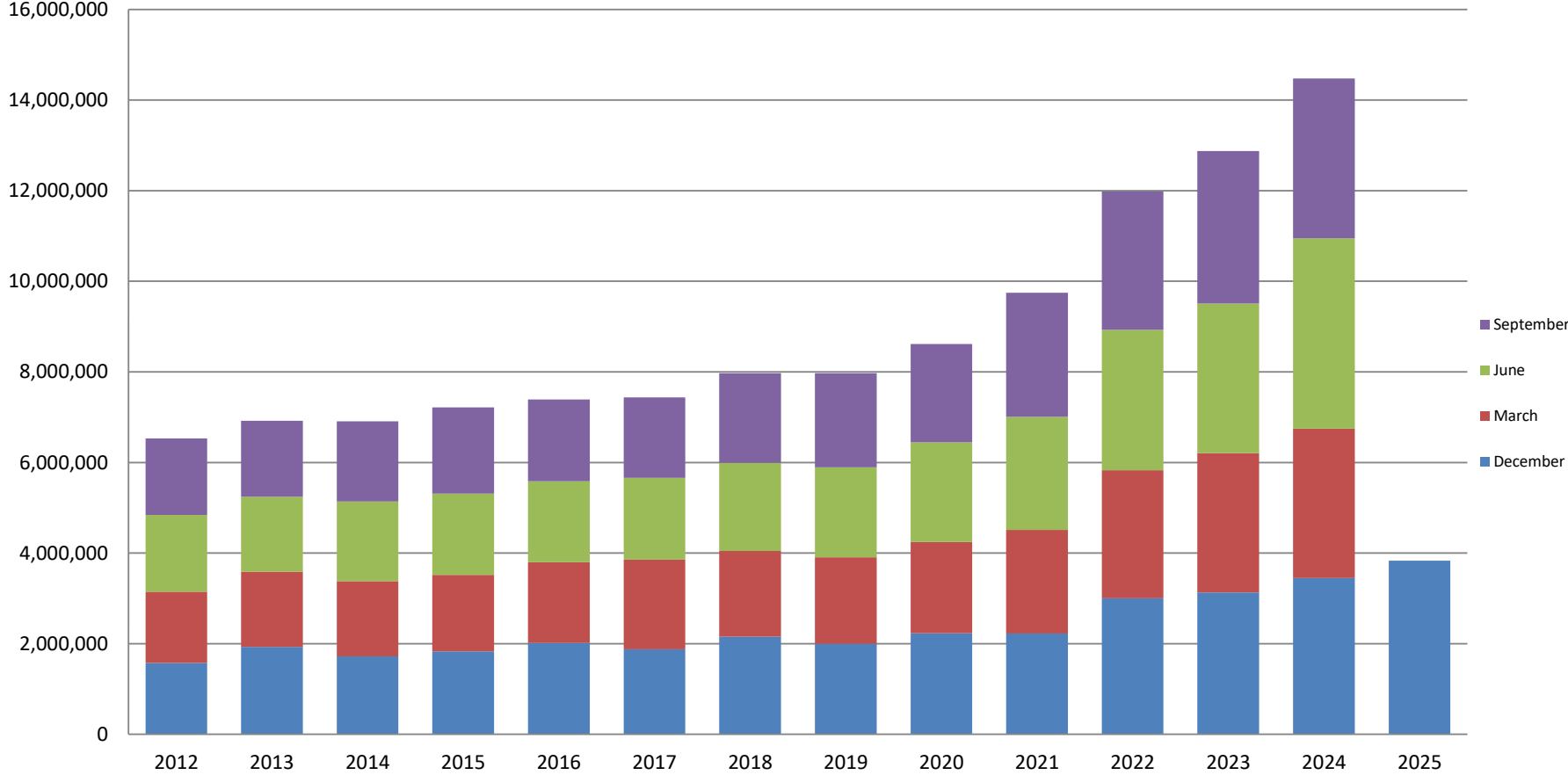
May 2024 includes a large audit collection of \$739,993

December 2024 includes a large audit collection of \$187,573

Sales Tax Trend



Sales Tax Trend by Quarter



**DECEMBER SALES TAX REPORT
FOR SURROUNDING CITIES**

<u>City</u>	<u>FY2024</u>	<u>FY2025</u>	<u>% Increase (Decrease)</u>
Seguin	1,285,613	1,545,960	20.25%
San Marcos	4,036,727	4,274,282	5.88%
Schertz	1,767,829	2,207,291	24.86%
San Antonio	49,075,759	54,450,598	10.95%
New Braunfels	4,091,887	5,235,895	27.96%
Austin	32,971,852	35,194,496	6.74%
Selma	1,077,293	1,329,110	23.37%
Universal City	693,448	778,281	12.23%
Statewide	861,006,580	936,179,712	8.73%

**YEAR-TO-DATE SALES TAX REPORT
FOR SURROUNDING CITIES**

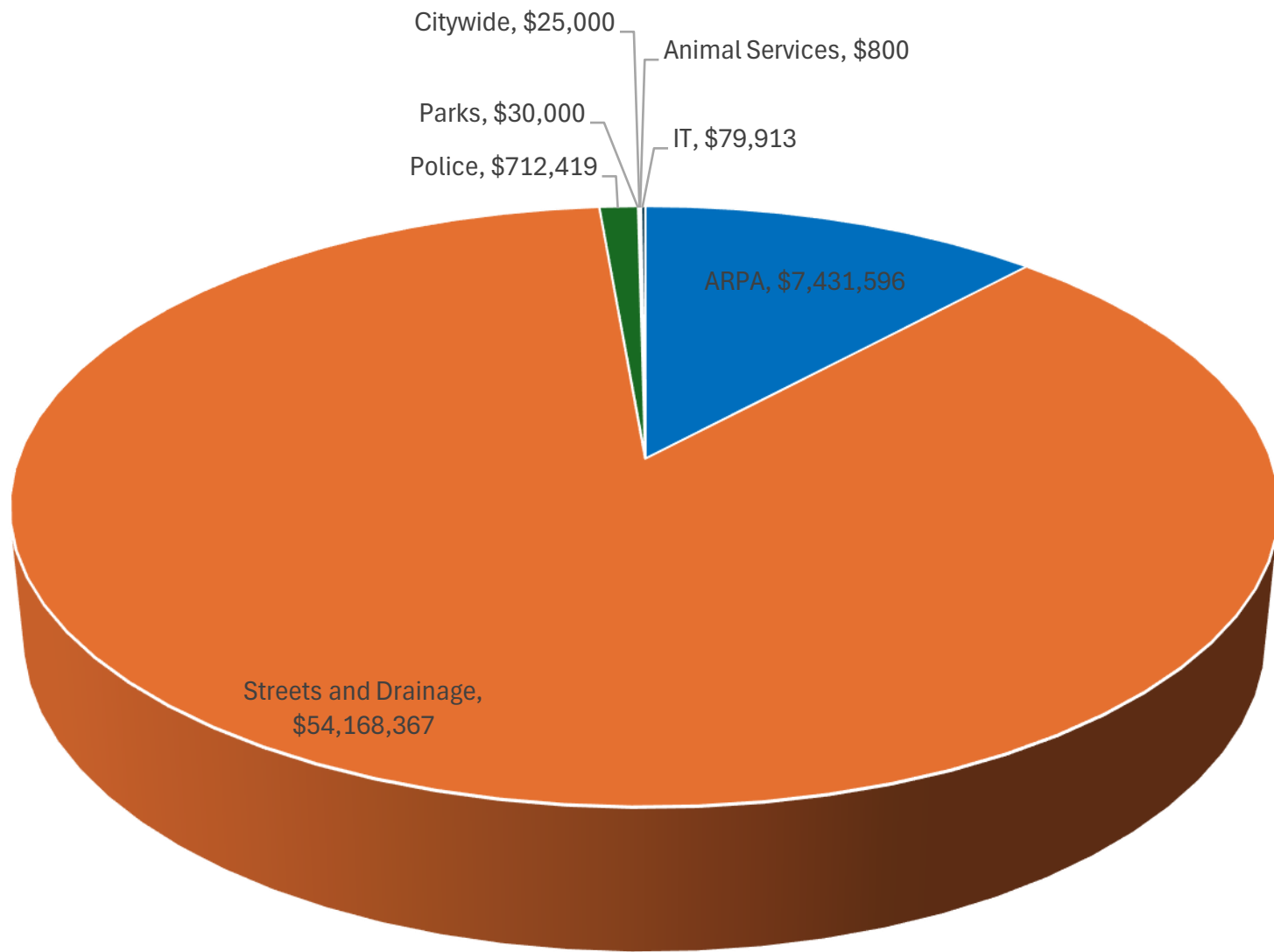
<u>City</u>	<u>FY2024</u>	<u>FY2025</u>	<u>% Increase (Decrease)</u>
Seguin	3,451,288	3,834,872	11.11%
San Marcos	10,454,926	10,705,959	2.40%
Schertz	4,857,898	5,490,780	13.03%
San Antonio	126,908,528	133,011,570	4.81%
New Braunfels	11,372,066	12,736,664	12.00%
Austin	90,193,908	93,255,039	3.39%
Selma	2,555,681	2,977,560	16.51%
Universal City	1,855,620	2,020,867	8.91%
Statewide	2,241,967,991	2,353,668,370	4.98%

GRANTS AWARDED AND STILL IN PROGRESS - FY25

Application	Description	Funding Type	Amount Funded	City Match	Begin	Ends	Department	Status	Fiscal Year
American Recovery Act (ARPA)-SLFRF	Round 1 & 2	Federal	7,431,596.18	0.00	07/01/21	12/30/24	Citywide	Ongoing	FY21
GLO-MIT Hurricane Harvey	4 drainage projects	Federal	37,681,885.50	378,618.00	10/01/21	09/30/28	Engineering	Ongoing	FY22
FY23 State Homeland Security-Regular	Community Response	Federal	38,197.64	0.00	09/01/23	2/28/2025	Police	Ongoing	FY22-25
Law Enforcement Behaviorial Response	Protect & Connect	Federal	477,029.00	175,184.00	10/01/23	9/30/2026	Police	Ongoing	FY23-24
FY24 Texas Preservation Trust Fund	Sebastopol House Porch	State	30,000.00	30,000.00	10/01/23	9/31/2025	Parks	Ongoing	FY23-24
TxDOT-Transportation Alternatives	JoeCarrillo Blvd	Federal	2,002,496.00	0.00	12/01/23	5/1/2025	Engineering	Ongoing	FY23-24
Bullet Proof Vests	20 Angel Armor Vests	Federal	33,821.05	16,910.54	01/01/24	8/31/2025	Police	Ongoing	FY23-24
Bullet Proof Vest Partnership	Bullet Proof Vests	Federal	13,206.29	13,371.64	04/01/24	8/31/2026	Police	Ongoing	FY23-26
Surface Transportation Block Grant (MPO)	Rudeloff Rd	Federal	14,483,985.00	4,660,739.00	07/17/24	7/31/2026	Capital Projects	Ongoing	FY23-26
FY24 AACOG - Solid Waste	Hazardous Waste Collection Event	State	25,000.00	12,500.00	7/31/2024	06/30/25	Utility Billing	Ongoing	FY23-25
FY25-SB224 Catalytic Converter Grant	8 license plate recognition cameras	State	28,333.00	5,667.00	09/01/24	8/31/2025	Police	Ongoing	FY23-25
FY25 OAG-VCLG	Crime Victim Liaison VCLG	State	49,500.00	0.00	09/01/24	08/31/25	Police	Ongoing	FY23-25
FY25 Local Border Security Program	Support Operation Border Star	State	20,000	0.00	9/1/2024	8/31/2025	Police	Ongoing	FY23-25
FY25 Seguin Crime Victiom Assistance	VOCA	Federal	24,644.84	7,829.69	10/1/2024	09/30/25	Police	Ongoing	FY24-25
Petfinder Foundation - Field Trip	equipment for shelter dog field	Foundation	800.00	0.00	10/1/2024	12/31/24	Animal Services	Ongoing	FY24-25
FY25 Criminal Justice Program-JAG	2 ATVs and light bar	Federal	27,687.34	0.00	10/15/2024	9/30/2025	Police	Ongoing	FY24-25
State and Local Cybersecurity	Mitigation	Federal	50,494.47	6,245.03	11/1/2024	10/31/25	IT	Ongoing	FY24-25
State and Local Cybersecurity	Assessment and Evaluation	Federal	29,419.00	3,862.32	11/1/2024	10/31/25	IT	Ongoing	FY24-25
Grow the Game Grant USA Pickleball	Pickleball equipment	Foundation	NA	0.00	0.00	01/21/26	Parks	starting 1/29/2025	FY25

Total Current Grants 62,448,095.31

FY 24-25 = 133,045.65



Current Grants

FY25-GRANTS APPLIED FOR AND AWAITING NOTICE OF AWARD

Application	Description	Funding Type	Ask Amount	City Match	Grant Term		Department	Application		
					Begin	Ends		Submitted	Est Award Date	Fiscal Year
Murdoch's Round-Up Program	pet food and supplies	Corporate		0.00	02/01/25	8/1/2025	Animal Services	10/11/2024	2/1/2025	FY25
FEMA- AFG	4 monitor/defibrillators	Federal	239,853.00	23,986.00	10/01/25	9/30/2025	Fire Department	12/9/2024	9/1/2025	FY25-26
EPA- Solid Waste Infrastructure for Recycling Grants for Political Subdivisions of States and Territories	Household Hazardous Waste pickups	Federal	751,655.00	0.00	12/01/25	11/30/2028	City Secretary	12/16/2024	9/1/2025	FY25-FY28
LCRA Community Grant	Evacuation Chair for Library	Foundation	4,514.00	0.00			Library	1/2/2025	6/1/2025	FY25
Will Eisner	MiniCon	Foundation	8,000.00	0.00	03/01/25	9/30/2025	Library	1/3/2025	3/1/2025	FY25
NEH - Presevation Assistance Grant	Collections Assessment and collection rehousing	Federal	9,997.00	0.00	09/01/25	5/30/2026	Library	1/8/2025	8/1/2025	FY25
Dollar General	"Color Your World" Summer Reading Experience	Foundation	3,000.00	0.00			Library	1/14/2025	4/30/2025	FY25
OOG JAG	Seguin Gang Database	Federal	15,600.00	0.00	10/01/25	9/30/2026	PD	1/17/2025	9/2/2025	FY25-26
OOG Rifle Resistant Armor	Seguin PD Rifle Armor	State	17,026.56	0.00	10/01/25	9/30/2026	PD	1/17/2025	9/1/2025	FY25-26
VOCA	Seguin Crime Victim Assistance	Federal	20,284.00	7,646.08	10/01/25	9/30/2026	PD	1/22/2025	9/1/2025	FY25-26
State and Local Cybersecurity	Seguin Secure Cloud Migration	Federal	142,964.96	35,921.00	10/01/25	9/30/2026	IT	1/24/2025	9/1/2025	FY25-26
TPTF	Sebastopol House Porch Phase 2	State	30,000.00	30,000.00	10/01/25	9/30/2027	Parks	2/3/2025	4/1/2025	FY25-27
State Homeland Security LETPA	Encryption for First Responders	State	50,198.10	0.00	10/01/25	9/30/2026	PD	2/5/2025	9/1/2025	FY25-26
State Homeland Security Regular	M-VAC Extraction	State	49,313.00	0.00	10/01/25	9/30/2026	PD	2/5/2025	9/1/2025	FY25-26
Hazard Mitigation - 4781 Severe Storms	Walnut Branch Channel Modification	Federal	1,499,990.25	499,996.75	06/01/26	9/30/2028	Capital Projects	2/6/2025	unknown	FY25-28
Juvenile Justice and Truancy Prevention Grant	TRIPP (Seguin Youth Services)	State	50,000.00	0.00	10/01/25	9/30/2026	Seguin Youth Sevices/PD	2/13/2025	9/1/2025	FY25-26
OUR Rescue	Magnet Forensics with Graykey license	Foundaton	24,718.00	0.00			PD	2/13/2025	7/1/2025	FY24-26
Total			2,917,113.87	597,549.83						

FISCAL YEAR 2025 OCCUPANCY TAX COLLECTIONS:

Due and Collected by:	Oct 31	Jan 31	SUBTOTAL	Apr 30	July 31	TOTAL
Holiday Inn Express	53,500.97	49,997.98	103,498.95			103,498.95
La Quinta	25,127.59	20,789.11	45,916.70			45,916.70
Hampton Inn	38,937.29	41,567.26	80,504.55			80,504.55
Comfort Inn Suites	24,739.38	20,487.21	45,226.59			45,226.59
Days Inn	19,683.09	10,158.00	29,841.09			29,841.09
Townplace Suites	48,493.59	43,017.27	91,510.86			91,510.86
Super 8 Motel	10,720.29	9,642.32	20,362.61			20,362.61
Motel 6	8,986.90	6,033.53	15,020.43			15,020.43
Texas Inn	3,650.13	3,954.64	7,604.77			7,604.77
Lake Breeze Ski Lodge	3,233.30	792.75	4,026.05			4,026.05
Vanessa Vajdos (340 Meadow Lake Dr)	1,583.00	562.00	2,145.00			2,145.00
Sunrise Inn	863.45	838.46	1,701.91			1,701.91
Avalara, Inc. (460 River Drive)	5,045.57	2,274.92	7,320.49			7,320.49
S. Carruthers (440 Turtle Lane)	-	137.20	137.20			137.20
Geronimo Creek Retreat (2050 Laubach)	12,402.67	4,785.66	17,188.33			17,188.33
Laura Wooley (1005 Reiley Road)	658.89	594.38	1,253.27			1,253.27
Laura Wooley (1007 Reiley Road)	422.14	423.12	845.26			845.26
Laura Wooley (928 Buerger Lane)	1,734.92	958.48	2,693.40			2,693.40
Laura Wooley (920 Buerger Lane)	1,022.64	657.50	1,680.14			1,680.14
Keith Stadtmueller (106 Lenz Drive)	442.60	259.14	701.74			701.74
Ian Miller (1029 E. Mountain)	186.82	516.40	703.22			703.22
Magnolia Hotel (203 S. Crockett)	1,033.06	800.38	1,833.44			1,833.44
Avalara, Inc. (435 Lake Placid)	448.00		448.00			448.00
Avalara, Inc. (20 Cherokee Bend)	534.84		534.84			534.84
Avalara, Inc. (44 River Oak Drive)	904.45	572.18	1,476.63			1,476.63
Avalara, Inc. (244 Deerslayer)	464.31	93.10	557.41			557.41
Vacasa LLC (46 River Oak Drive)	569.56	76.37	645.93			645.93
Vacasa LLC (510 Cypress Ridge)	1,207.56	256.27	1,463.83			1,463.83
Avalara, Inc. (60 S. Hampton Dr.)	1,097.25	178.50	1,275.75			1,275.75
Jennifer Wilson (511 Peach St)	555.63	459.38	1,015.01			1,015.01
Jennifer Wilson (404 W Walnut)	646.71	489.40	1,136.11			1,136.11
Shaunna Hanover (908 Liberty Ave)	357.57	230.20	587.77			587.77
Jesus Gallegos (1237 Bert)	631.11	504.02	1,135.13			1,135.13
Seguin House of Games (503 S. Austin)	180.04	162.18	342.22			342.22
Paige Moore (178 Guadalupe River Drive)	1,447.73	775.21	2,222.94			2,222.94
Cathy Cordes (217 W. Krezdorn)	191.75	102.60	294.35			294.35
Lorenzo Garza (300 Guadalupe River Drive)	2,197.49	785.88	2,983.37			2,983.37
Linda Bates (203 Romberg Street)	8.33	58.31	66.64			66.64
Swan Creek Properties (254 Guadalupe River Drive)	-	256.90	256.90			256.90
Total Collected	273,910.62	224,248.21	498,158.83	-	-	498,158.83

FISCAL YEAR 2024 OCCUPANCY TAX COLLECTIONS:

Due and Collected by:	Oct 31	Jan 31	SUBTOTAL	Apr 30	July 31	TOTAL
Holiday Inn Express	52,167.72	42,771.42	94,939.14	48,626.12	59,136.31	202,701.57
La Quinta	34,857.29	25,844.91	60,702.20	25,428.68	31,341.07	117,471.95
Hampton Inn	33,124.43	29,130.01	62,254.44	33,901.41	43,117.17	139,273.02
Comfort Inn Suites	22,489.39	18,930.17	41,419.56	22,360.59	25,021.09	88,801.24
Days Inn	17,995.77	15,032.66	33,028.43	15,240.34	17,876.16	66,144.93
Townplace Suites	44,788.87	41,555.52	86,344.39	40,744.24	49,633.69	176,722.32
Super 8 Motel	13,173.63	8,519.18	21,692.81	8,858.04	9,957.53	40,508.38
Motel 6	6,640.31	5,725.46	12,365.77	5,556.97	9,719.62	27,642.36
Texas Inn	3,329.92	4,567.43	7,897.35	3,779.59	4,771.64	16,448.58
Lake Breeze Ski Lodge	3,986.85	217.70	4,204.55	77.70	2,265.20	6,547.45
Vanessa Vajdos (340 Meadow Lake Dr)	1,107.00	570.00	1,677.00	518.00	1,490.00	3,685.00
Sunrise Inn	1,036.84	1,008.77	2,045.61	946.82	1,037.40	4,029.83
Avalara, Inc. (460 River Drive)	5,444.95	3,769.57	9,214.52	1,792.91	4,620.70	15,628.13
Geronimo Creek Retreat (2050 Laubach)	18,813.74	5,498.27	24,312.01	5,073.35	9,943.61	39,328.97
Zen on the Bend Vaca Rental (496 River Road)	400.40	-	400.40	136.85	661.85	1,199.10
Laura Wooley (1005 Reiley Road)	852.60	106.82	959.42	106.15	598.72	1,664.29
Laura Wooley (1007 Reiley Road)	-	-	-	412.46	468.83	881.29
Laura Wooley (928 Buerger Lane)	1,442.55	786.37	2,228.92	856.02	1,576.66	4,661.60
Laura Wooley (920 Buerger Lane)	634.78	532.58	1,167.36	237.71	858.02	2,263.09
Keith Stadtmueller (102 Lenz Drive)	463.58	-	463.58	-	232.82	696.40
Birdy Properties (159 Woodstone St.)	2,080.30	-	2,080.30	-	-	2,080.30
Keith Stadtmueller (106 Lenz Drive)	-	127.51	127.51	-	-	127.51
Ian Miller (1029 E. Mountain)	458.38	312.22	770.60	334.05	332.72	1,437.37
Avalara, Inc. (20 Cherokee Bend)	1,712.46	234.50	1,946.96	154.00	378.49	2,479.45
Avalara, Inc. (44 River Oak Drive)	864.33	282.04	1,146.37	232.19	497.24	1,875.80
Avalara, Inc. (244 Deerslayer)	93.59	217.07	310.66	85.05	414.82	810.53
Vacasa LLC (46 River Oak Drive)	1,214.95	590.00	1,804.95	495.95	925.39	3,226.29
Vacasa LLC (48 River Oak Drive)	1,050.77	63.68	1,114.45	-	-	1,114.45
Vacasa LLC (230 Turtle Lane)	1,088.86	-	1,088.86	-	-	1,088.86
Vacasa LLC (510 Cypress Ridge)	-	-	-	70.62	998.83	1,069.45
Avalara, Inc. (60 S. Hampton Dr.)	1,260.00	336.00	1,596.00	287.00	1,473.50	3,356.50
Avalara, Inc. (102 Turtle Lane)	181.27	-	181.27	-	-	181.27
Weinert Resort (1207 N. Austin)	441.16	213.78	654.94	-	-	654.94
Sweet & Cozy (516 N. King)	210.56	118.77	329.33	83.79	241.08	654.20
Emily Roxas (113 W. Shelby)	297.37	-	297.37	-	-	297.37
Jennifer Wilson (511 Peach St)	484.30	262.50	746.80	392.46	556.01	1,695.27
Jennifer Wilson (404 W Walnut)	-	-	-	361.13	371.34	732.47
Shaunna Hanover (908 Liberty Ave)	-	282.45	282.45	349.11	427.68	1,059.24
Jesus Gallegos (1237 Burk)	-	-	-	444.98	638.12	1,083.10
Seguin House of Games (503 S. Austin)	-	-	-	-	156.74	156.74
Paige Moore (178 Guadalupe River Drive)	-	-	-	-	1,543.70	1,543.70
Cathy Cordes (217 W. Krezdorn)	-	-	-	-	162.15	162.15
Total Collected	277,252.12	209,128.31	486,380.43	219,268.12	284,566.83	990,215.38



It's real.

*Financial Reports for
Three Months Ended
December 31, 2024*

General Fund Recap – Budget Comparison

	Actual	Budget	Variance	% of Budget
Revenues	19,103,170	54,129,755	(35,026,585)	35.3%
Expenditures	18,157,484	57,377,518	39,220,034	31.6%
Net Rev./ (Exp)	945,686	(3,247,763)	4,193,449	

- December is 25% through the budget year
- Revenues are 35.3% of budget
- Expenditures are 31.6% of budget
- Budgeted to use \$3,247,763 of fund balance
- All Departments are under budget

General Fund – Revenue Highlights Budgetary Comparison

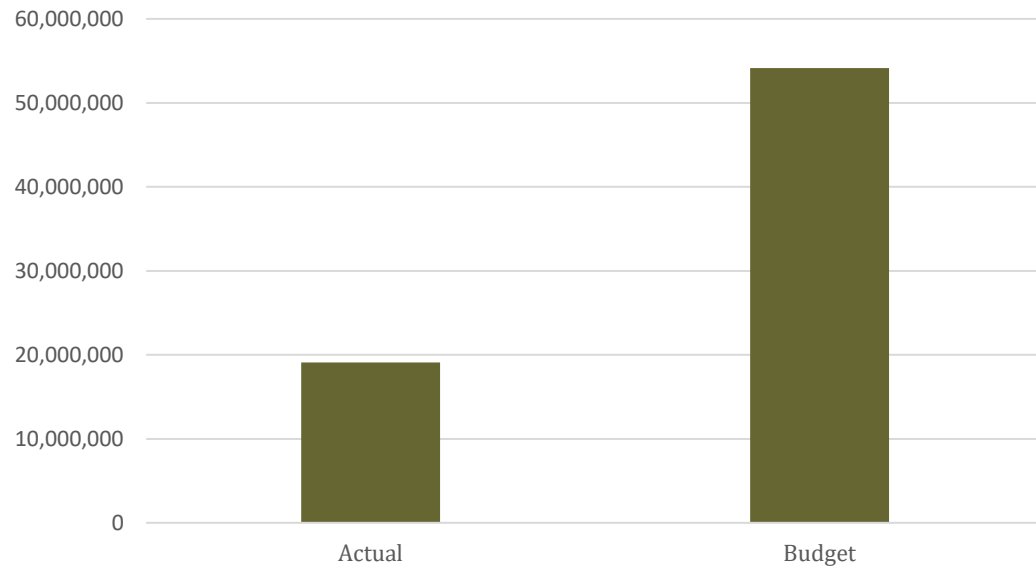
- Property Tax is 48.1% of budget. We receive the largest part of this revenue during the first four months of the year
- State/Federal Government Grants are 34.7% of budget
- Sales tax is 27.8% of budget
- Public Safety is 35.9% of budget
 - Includes EMS Revenue
- Health is 29.6% of budget
 - Includes food establishment inspection and animal services fees
- Interest Revenue is 33.8% of budget
- Miscellaneous Revenue is 49.8% of budget
 - Includes alarm permits
- Private Source Donations is 52.8% of budget
- Includes donations from Friends of the Library and Library Foundation
- Lease Revenues is 115% of budget from Sprint

General Fund – Expenditure Highlights Budgetary Comparison

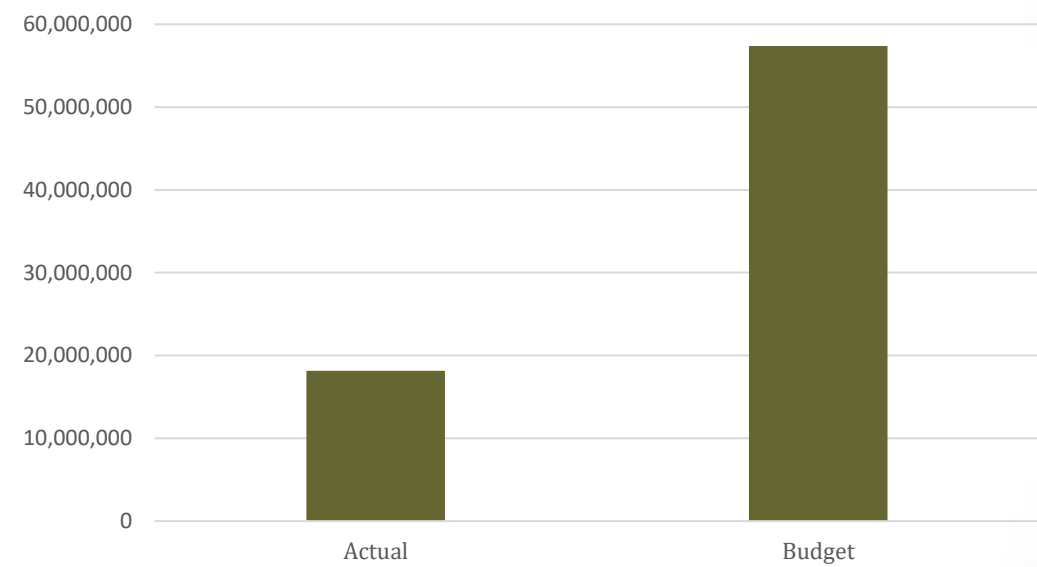
- Expenditures are 31.6% of budget
- Non-Departmental is 62.1% of budget
 - The first portion of the indigent health care payment of \$1,356,492 has been paid to the county
 - The entire amount of budgeted transfers to General Fund Capital Projects of \$3,447,763 has been transferred
 - Due to the higher collection of property tax revenue at the beginning of the fiscal year. As we receive the tax payments, the debt service portion of this revenue is transferred to the General I&S Fund

General Fund Revenues & Expenditures – Budgetary Comparison

Revenues



Expenditures



General Fund Recap – Prior Year Comparison

	FY25 Actual	FY24 Actual	Variance	% Increase
Revenues	19,103,170	17,275,269	1,827,902	10.6%
Expenditures	18,157,484	15,232,752	(2,924,732)	-19.2%
Net Rev./(Exp)	945,686	2,042,517	(1,096,830)	

- Revenues increased by 10.6%
- Expenditures increased by 19.2%

General Fund – Revenue Highlights Prior Year Comparison

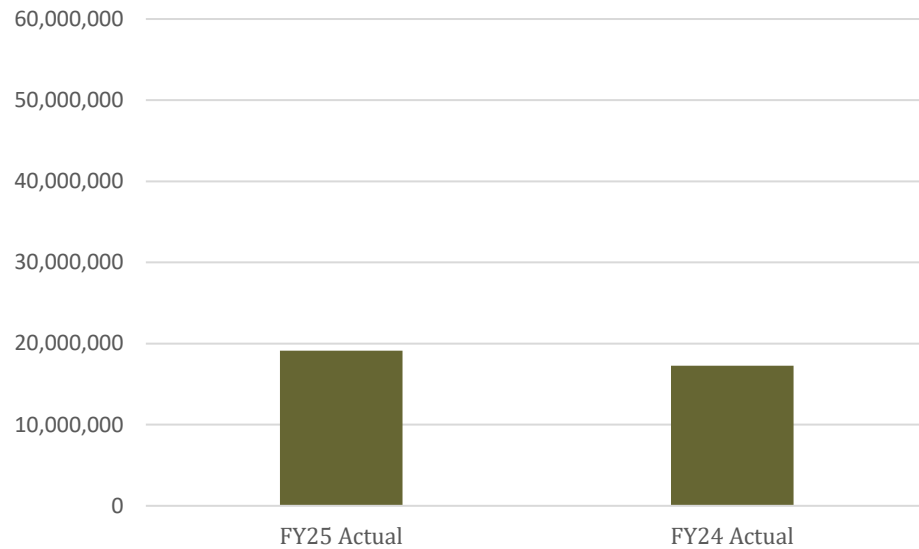
- Property Taxes are up by \$748,254 or 7.6%
- Building Permits decreased by \$380,245 or 99.7%
- Sales tax is up by \$383,583 or 11.1%
 - Received audit payment in December of \$187,573

General Fund – Expenditure Highlights Prior Year Comparison

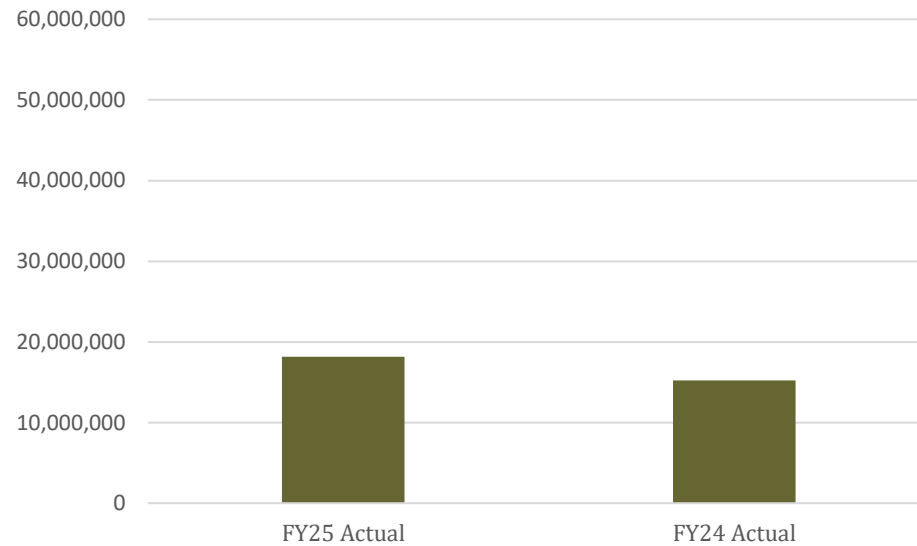
- Police Department increased by \$196,916 largely due to the increase in salaries and benefits
- Fire/EMS increased by \$179,501 largely due to the increase in salaries and benefits
- Non-Departmental increased by \$2,294,418
 - Transfers to General I&S increased by \$581,684
 - Transfers to GF Capital Projects increased by \$1,290,253
 - Indigent Health Care increased by \$76,232

General Fund Revenues & Expenditures – Prior Year Comparison

Revenues



Expenditures



Utility Fund Recap – Budget Comparison

	Actual	Budget	Variance	% of Budget
Revenues	18,281,494	68,524,676	(50,243,182)	26.7%
Expenditures	20,662,451	72,691,656	52,029,205	28.4%
Net Rev/Exp	(2,380,957)	(4,166,980)	1,786,022	

- December is 25% through the budget year
- Revenues are 26.7% of budget
- Expenditures are 28.4% of budget
- Budgeted to use \$4,166,980 of fund balance
- All Departments are under budget

Utility Fund – Revenue Highlights Budgetary Comparison

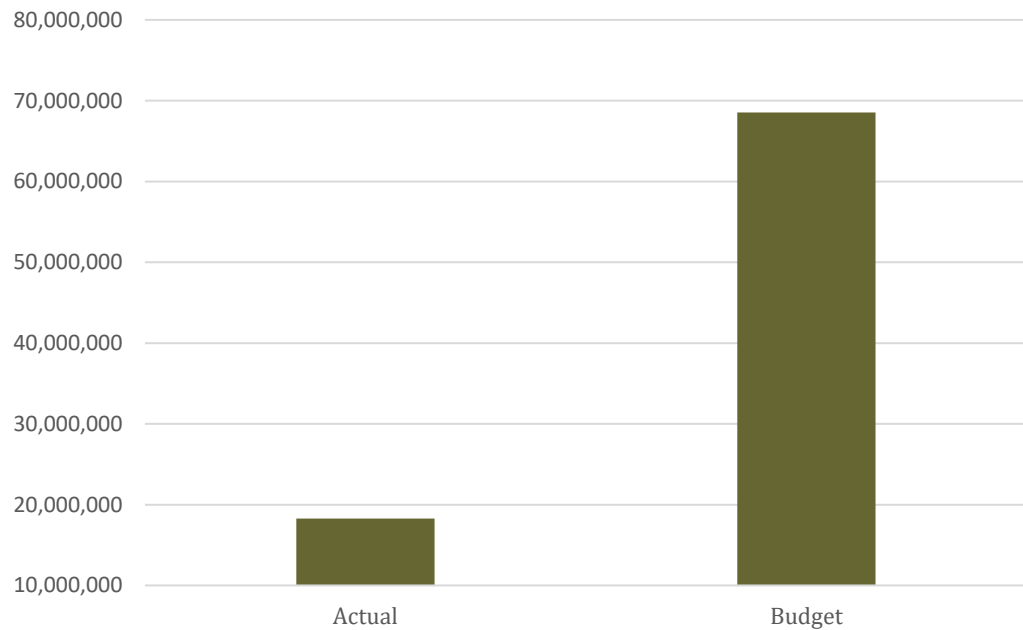
- Interest revenues are 37.9% of budget
- Lease Revenues are 100% of budget
 - Lease payment from Wells Fargo

Utility Fund – Expenditure Highlights Budgetary Comparison

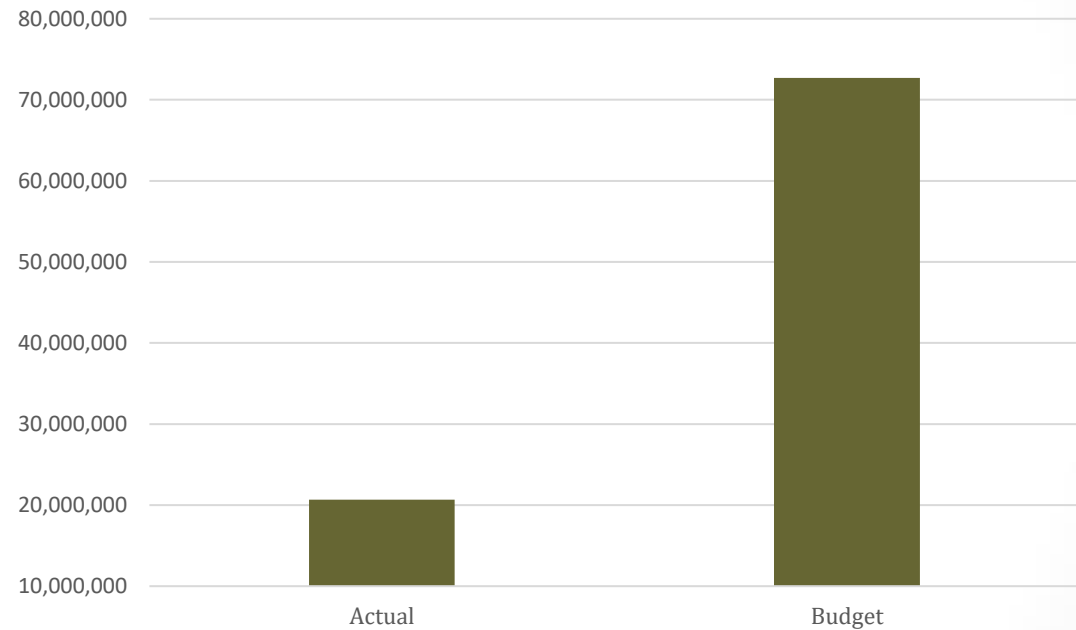
- Non-Departmental is 41.8% of budget
 - The entire amount of budgeted transfers to Utility Capital Projects of \$5,083,383 has been transferred

Utility Fund Revenues & Expenditures – Budgetary Comparison

Revenues



Expenditures



Utility Fund Recap – Prior Year Comparison

	FY25 Actual	FY24 Actual	Variance	% Change
Revenues	18,281,494	16,119,296	2,162,198	13.4%
Expenditures	20,662,451	19,313,110	(1,349,341)	-7.0%
Net Rev/(Exp)	(2,380,957)	(3,193,814)	812,856	

- Revenues increased by 13.4%
- Expenditures increased by 75%

Utility Fund – Revenue Highlights Prior Year Comparison

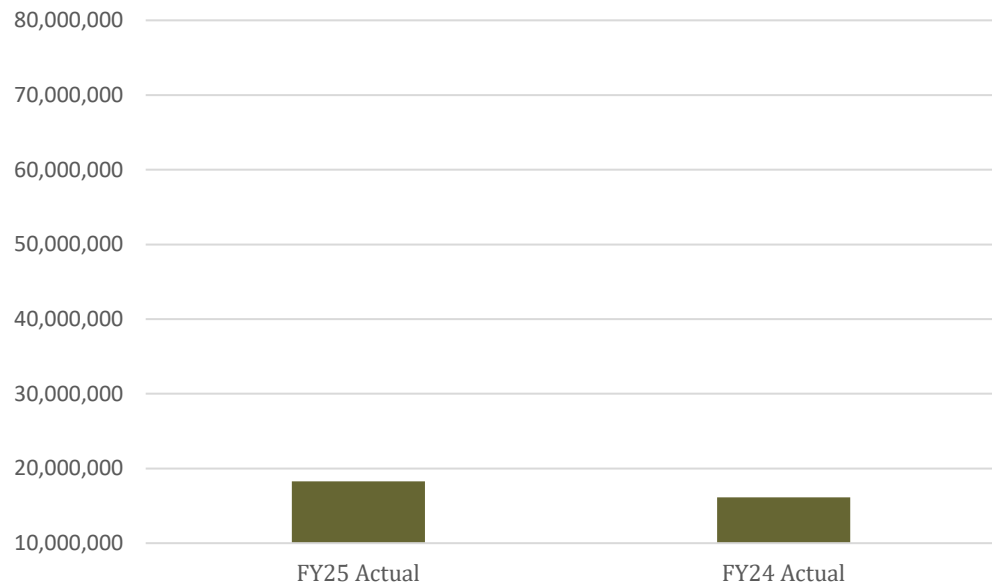
- Electric revenues are up by \$846,302 or 10.9%
 - Number of customers have increased by 7.35%
- Water revenues are up \$752,572 or 16.8%
 - Number of customers have increased by 10.07%
- Sewer revenues are up \$500,091 or 15.3%
 - Number of customers have increased by 11.43%

Utility Fund – Expenditure Highlights Prior Year Comparison

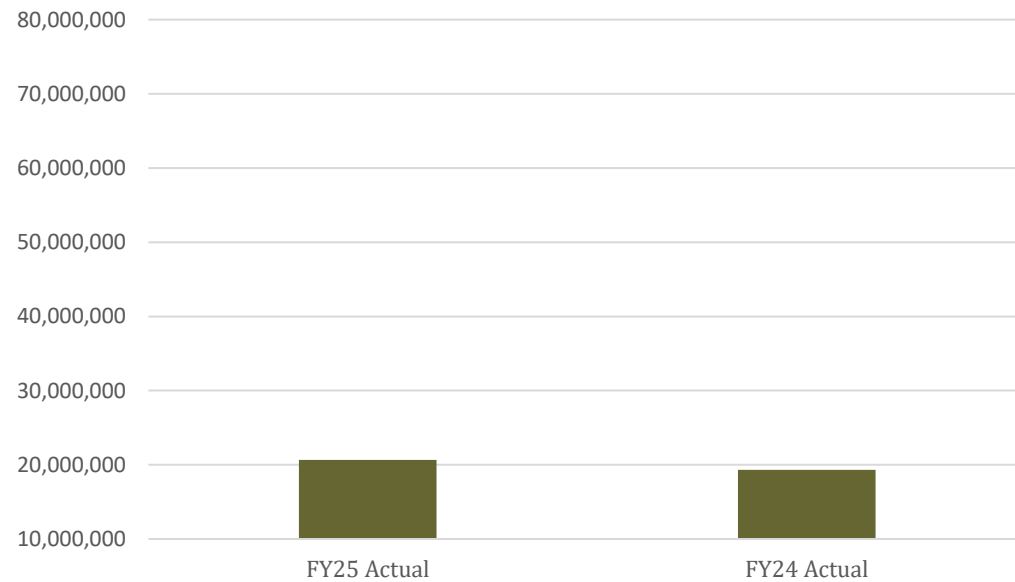
- Electric Distribution is up by \$721,181
 - Increase in wholesale power costs, which coincides with increase in revenue
- Water Plant has increased by \$394,769
 - Increase in payments to SSLGC which coincides with increase in revenue

Utility Fund Revenues & Expenditures – Prior Year Comparison

Revenue



Expenditures



Other Funds Recap – Budgetary Comparison

Net Rev./(Exp.)	Actual	Budget	Variance
Coliseum	48,128	56,828	(8,701)
Seguin Events Complex	994	(12,806)	13,800

- Golf Fund is not included due to the course being closed this year
- All Departments are under budget

Other Funds Recap – Prior Year Comparison

Net Rev./(Exp.)	FY25	FY24	Variance
Coliseum	48,128	37,782	10,345
Seguin Events Complex	994	(8,346)	9,339

- Coliseum net revenues have increased by \$10,345
- Seguin Events Complex net revenues have increased by \$9,339

**CITY OF SEGUIN
SALES TAX**

	Fiscal Year <u>2020</u>	Fiscal Year <u>2021</u>	Fiscal Year <u>2022</u>	Fiscal Year <u>2023</u>	Fiscal Year <u>2024</u>	Fiscal Year 2025				
						<u>1% City</u>	<u>1/4% City *</u>	<u>1/4% SEDC</u>	<u>Total**</u>	<u>% Change</u>
October	715,401	710,128	925,367	976,111	1,093,432	782,241	195,560	195,560	1,173,362	7.31%
November	625,391	651,845	969,137	1,021,656	1,072,243	743,700	185,925	185,925	1,115,550	4.04%
December	<u>888,969</u>	<u>864,526</u>	<u>1,109,367</u>	<u>1,134,680</u>	<u>1,285,613</u>	<u>1,030,640</u>	<u>257,660</u>	<u>257,660</u>	<u>1,545,960</u>	<u>20.25%</u>
SUBTOTAL	2,229,761	2,226,499	3,003,871	3,132,447	3,451,288	2,556,581	639,145	639,145	3,834,872	11.11%
January	657,697	728,815	895,190	963,417	1,018,200					
February	608,998	610,462	828,748	895,923	1,044,838					
March	745,546	942,814	1,103,594	1,216,983	1,231,436					
April	694,246	813,394	1,046,438	1,017,905	1,163,814					
May	693,319	743,207	962,859	1,064,353	1,827,044					
June	815,279	939,469	1,087,789	1,218,514	1,208,811					
July	682,569	827,158	940,146	1,084,862	1,126,022					
August	679,751	868,756	1,015,511	1,120,956	1,202,771					
September	<u>806,611</u>	<u>1,045,014</u>	<u>1,100,117</u>	<u>1,158,698</u>	<u>1,204,434</u>					
TOTAL	8,613,777	9,745,588	11,984,263	12,874,058	14,478,658					

* For Property Tax Reduction

**Includes City's collection of City sales tax for each month.

May 2024 includes a large audit collection of \$739,993

December 2024 includes a large audit collection of \$187,573

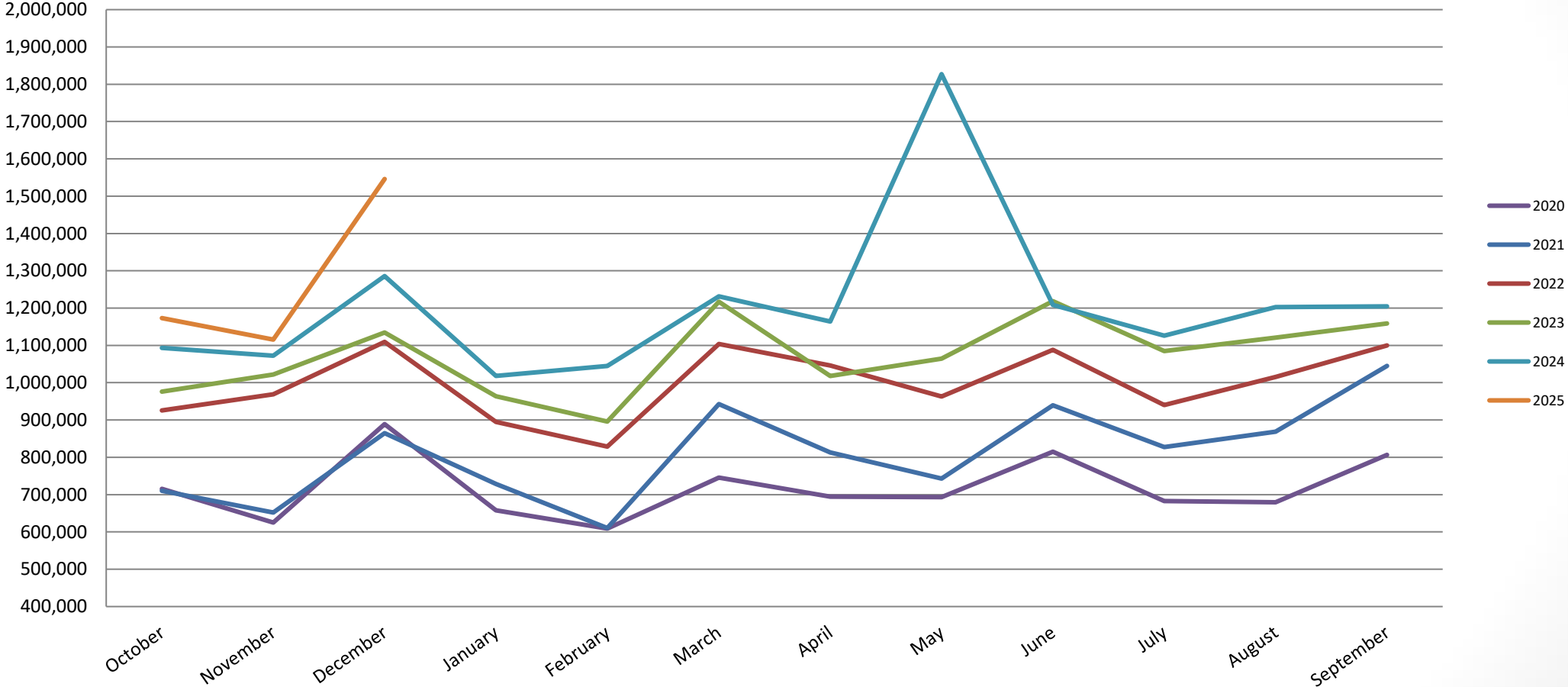
**DECEMBER SALES TAX REPORT
FOR SURROUNDING CITIES**

<u>City</u>	<u>FY2024</u>	<u>FY2025</u>	<u>% Increase (Decrease)</u>
Seguin	1,285,613	1,545,960	20.25%
San Marcos	4,036,727	4,274,282	5.88%
Schertz	1,767,829	2,207,291	24.86%
San Antonio	49,075,759	54,450,598	10.95%
New Braunfels	4,091,887	5,235,895	27.96%
Austin	32,971,852	35,194,496	6.74%
Selma	1,077,293	1,329,110	23.37%
Universal City	693,448	778,281	12.23%
Statewide	861,006,580	936,179,712	8.73%

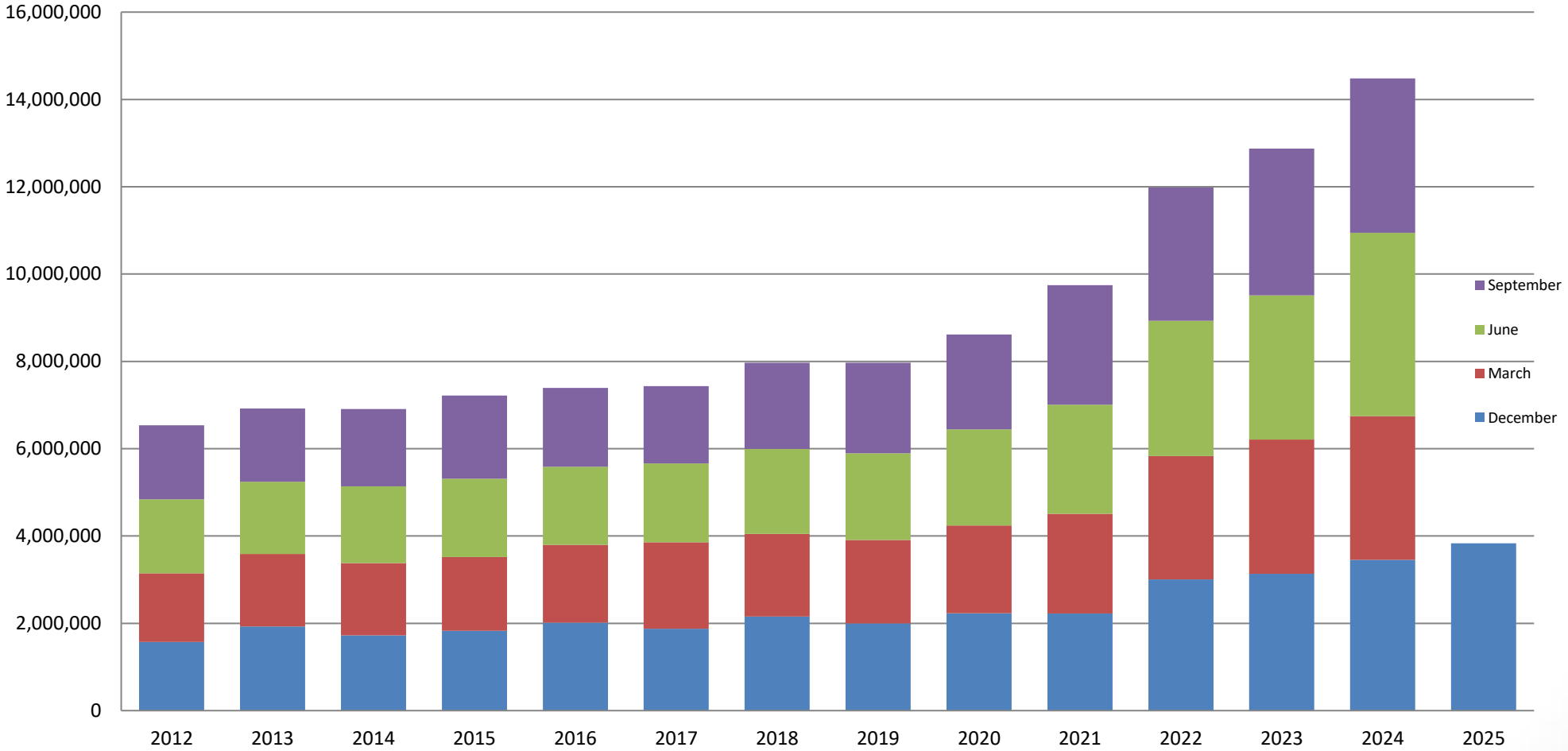
**YEAR-TO-DATE SALES TAX REPORT
FOR SURROUNDING CITIES**

<u>City</u>	<u>FY2024</u>	<u>FY2025</u>	<u>% Increase (Decrease)</u>
Seguin	3,451,288	3,834,872	11.11%
San Marcos	10,454,926	10,705,959	2.40%
Schertz	4,857,898	5,490,780	13.03%
San Antonio	126,908,528	133,011,570	4.81%
New Braunfels	11,372,066	12,736,664	12.00%
Austin	90,193,908	93,255,039	3.39%
Selma	2,555,681	2,977,560	16.51%
Universal City	1,855,620	2,020,867	8.91%
Statewide	2,241,967,991	2,353,668,370	4.98%

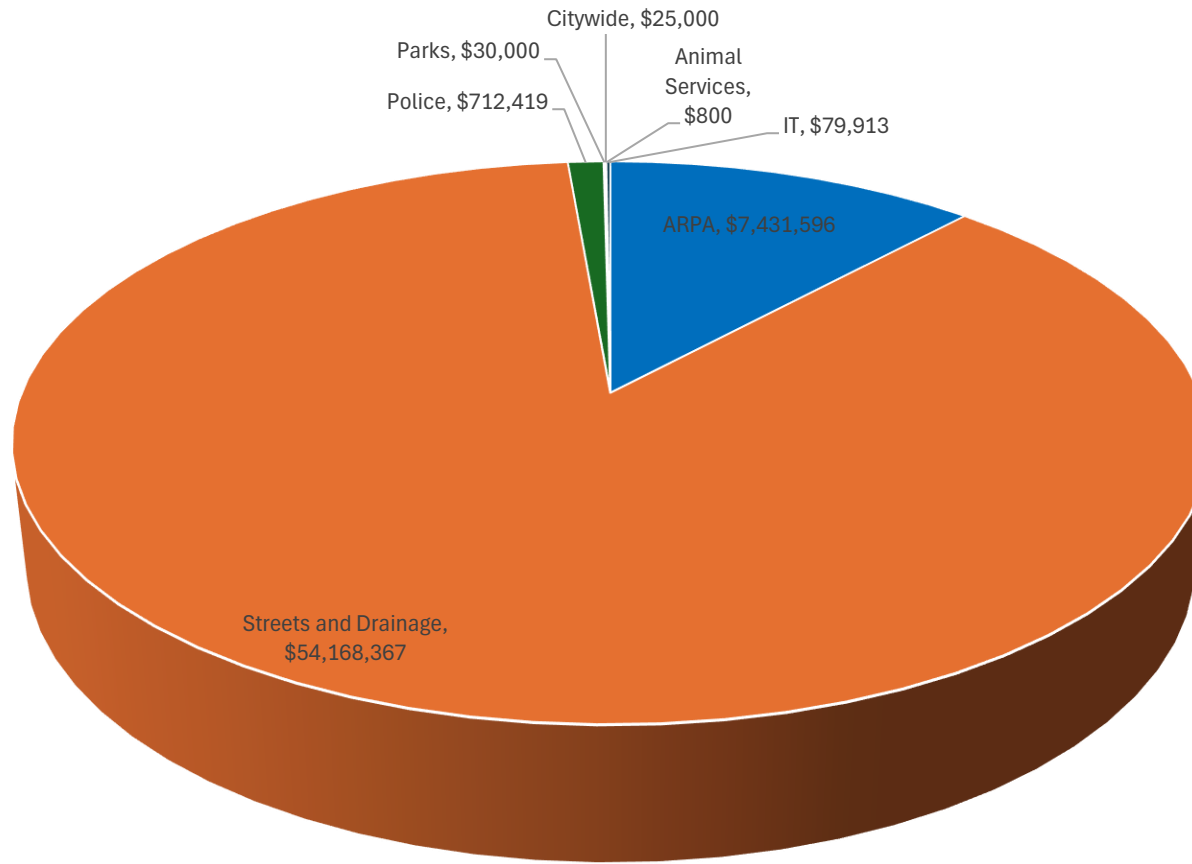
Sales Tax Trend



Sales Tax Trend by Quarter



Current Grants



Current Grants

	FY25 Actual	FY24 Actual	Variance
HOT Revenue	498,159	486,380	11,778



CITY OF SEGUIN

It's real.

Check Report

By Check Number

Date Range: 02/15/2025 - 02/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: 1F-COS Pooled Cash						
00-3090	ALAMO GROUP (TX) INC	02/25/2025	EFT	0.00	2,581.66	21380
00-4	ALEXANDER OIL CO.	02/25/2025	EFT	0.00	250.68	21381
00-3329	ALL TEX PIPE & SUPPLY	02/25/2025	EFT	0.00	106.34	21382
00-4474	AMAZON CAPITAL SERVICES, INC.	02/25/2025	EFT	0.00	485.49	21383
00-5295	ANIXTER INC	02/25/2025	EFT	0.00	3,186.28	21384
00-4827	ASSOCIATED CONSTRUCTION PARTNERS LTD	02/25/2025	EFT	0.00	929,124.71	21385
00-383	BD HOLT CO	02/25/2025	EFT	0.00	635.85	21386
00-5412	BEST PLUMBING SPECIALTIES, INC.	02/25/2025	EFT	0.00	3,952.16	21387
00-6113	BGE INC	02/25/2025	EFT	0.00	24,257.25	21388
00-3916	BLUE HORIZON MEDIA LLC	02/25/2025	EFT	0.00	3,000.00	21389
00-4068	BOOT BARN INC	02/25/2025	EFT	0.00	120.00	21390
00-892	BOUND TREE MEDICAL, LLC	02/25/2025	EFT	0.00	3,176.12	21391
00-4579	BRANCH AND HOME SUPPLY, LLC	02/25/2025	EFT	0.00	2,370.00	21392
00-906	CARTER'S TIRE CENTER	02/25/2025	EFT	0.00	169.50	21393
00-27	CARTER'S TIRE CENTER INC	02/25/2025	EFT	0.00	838.04	21394
00-1053	CDW GOVERNMENT LLC	02/25/2025	EFT	0.00	10,656.55	21395
00-3505	CINDY'S ALTERATIONS	02/25/2025	EFT	0.00	182.00	21396
00-3707	COBURN SUPPLY CO INC	02/25/2025	EFT	0.00	6,233.89	21397
00-4494	CORE & MAIN	02/25/2025	EFT	0.00	1,250.00	21398
00-1221	CRAFICO INC	02/25/2025	EFT	0.00	2,745.00	21399
00-3445	D H PACE CO INC	02/25/2025	EFT	0.00	253.00	21400
00-3487	DAKOTA UTILITY CONTRACTORS LLC	02/25/2025	EFT	0.00	18,130.00	21401
00-4275	DAVEY RESOURCE GROUP, INC	02/25/2025	EFT	0.00	51,974.29	21402
00-3027	DIETZ TRACTOR COMPANY	02/25/2025	EFT	0.00	30,318.22	21403
00-3687	ELLIOTT ELECTRIC SUPPLY INC	02/25/2025	EFT	0.00	3,450.00	21404
00-57	EWALD KUBOTA, INC	02/25/2025	EFT	0.00	333.91	21405
00-3623	FOREST, CHRISTOPHER LEE	02/25/2025	EFT	0.00	774.26	21406
00-3029	FREEIT DATA SOLUTIONS INC	02/25/2025	EFT	0.00	70,723.25	21407
00-351	FREESE & NICHOLS, INC.	02/25/2025	EFT	0.00	86,066.00	21408
00-476	G A POWERS CO LLC	02/25/2025	EFT	0.00	1,822.83	21409
00-3591	GENSERVE LLC	02/25/2025	EFT	0.00	160.00	21410
00-3710	Governmentjobs.com, Inc.	02/25/2025	EFT	0.00	2,223.32	21411
00-4774	GRIFFITH FORD SEGUIN, LLC	02/25/2025	EFT	0.00	1,957.08	21412
00-6148	GUADALUPE REGIONAL MEDICAL GROUP	02/25/2025	EFT	0.00	264.00	21413
00-4409	GUERRA UNDERGROUND, LLC	02/25/2025	EFT	0.00	1,084,250.98	21414
00-8437	HALFF ASSOCIATES INC	02/25/2025	EFT	0.00	54,242.80	21415
00-2957	HANDY MANDY CUSTOM EMBROIDERY	02/25/2025	EFT	0.00	461.00	21416
00-3636	HDR ENGINEERING INC	02/25/2025	EFT	0.00	24,229.65	21417
00-3640	IMPACT PROMOTIONAL SERVICES LLC	02/25/2025	EFT	0.00	4,273.39	21418
00-790	INDUSTRIAL DISPOSAL SUPPLY COMPANY	02/25/2025	EFT	0.00	445.50	21419
00-2256	INFOSEND INC	02/25/2025	EFT	0.00	9,591.72	21420
00-1389	INGRAM LIBRARY SERVICES, INC	02/25/2025	EFT	0.00	75.28	21421
00-11060	J.L. MATTHEWS COMPANY	02/25/2025	EFT	0.00	2,636.06	21422
00-3807	K FRIESE & ASSOCIATES INC	02/25/2025	EFT	0.00	11,269.50	21423
00-788	KBS ELECTRICAL DISTRIBUTORS, INC.	02/25/2025	EFT	0.00	17,595.20	21424
00-6156	KIMLEY-HORN AND ASSOCIATES INC	02/25/2025	EFT	0.00	32,900.50	21425
00-3194	KRIEWALDT, MICHAEL	02/25/2025	EFT	0.00	1,350.00	21426
00-5063	LANGFORD COMMUNITY MANAGEMENT SVCS	02/25/2025	EFT	0.00	144,000.00	21427
00-2681	M & S ENGINEERING LLC	02/25/2025	EFT	0.00	8,350.00	21428
00-4619	MAINTAINX, INC.	02/25/2025	EFT	0.00	4,057.84	21429
00-2776	MCE TECHNOLOGY	02/25/2025	EFT	0.00	3,790.00	21430
00-2309	MIDWEST VETERINARY SUPPLY INC	02/25/2025	EFT	0.00	1,468.00	21431
00-4005	NOMIC NETWORKS INC	02/25/2025	EFT	0.00	26,352.00	21432
00-3642	NORTH AMERICA FIRE EQUIPMENT CO INC	02/25/2025	EFT	0.00	80,860.00	21433

Check Report

Date Range: 02/15/2025 - 02/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00-4385	OCLC, INC	02/25/2025	EFT	0.00	2,883.19	21434
00-3794	ODP BUSINESS SOLUTIONS, LLC	02/25/2025	EFT	0.00	2,029.14	21435
00-81	O'REILLY AUTO PARTS	02/25/2025	EFT	0.00	3,879.88	21436
00-4391	OSBURN ASSOCIATES, INC	02/25/2025	EFT	0.00	1,635.00	21438
00-2974	PAPE-DAWNSON CONSULTING ENGINEERS, LLC	02/25/2025	EFT	0.00	140,707.74	21439
00-1692	PARK PLACE RECREATION DESIGNS, INC.	02/25/2025	EFT	0.00	1,300.00	21440
00-4472	PHOENIX I RESTORATION AND CONSTRUCTION,	02/25/2025	EFT	0.00	30,969.00	21441
00-6129	PIERCE, THOMAS C.	02/25/2025	EFT	0.00	325.00	21442
00-4899	POWER ENGINEERING SERVICES, INC.	02/25/2025	EFT	0.00	1,081.50	21443
00-5879	QRO MEX CONSTRUCTION CO INC	02/25/2025	EFT	0.00	521,244.18	21444
00-4585	QUIDDITY ENGINEERING, LLC	02/25/2025	EFT	0.00	42,953.87	21445
00-98	R D OFFUTT CO	02/25/2025	EFT	0.00	4,277.67	21446
00-2220	RATHER, ROBERT B	02/25/2025	EFT	0.00	500.00	21447
00-4683	ROSS MOLINA OLIVEROS, P.C.	02/25/2025	EFT	0.00	49,807.28	21448
00-5527	SEGUIN ART LEAGUE	02/25/2025	EFT	0.00	1,417.50	21449
00-143	SEGUIN AUTO PARTS, INC.	02/25/2025	EFT	0.00	9.82	21450
00-2500	ServiceWear Apparel Inc	02/25/2025	EFT	0.00	124.60	21451
00-4688	SHERMAN + REILLY, INC.	02/25/2025	EFT	0.00	31,891.20	21452
00-5438	SIDDONS MARTIN EMERGENCY GROUP LLC	02/25/2025	EFT	0.00	94.68	21453
00-2921	SOUTHERN COMPUTER WAREHOUSE INC	02/25/2025	EFT	0.00	938.12	21454
00-3726	SOUTHERN TIRE MART LLC	02/25/2025	EFT	0.00	970.00	21455
00-4504	SURVEYING AND MAPPING, LLC	02/25/2025	EFT	0.00	43,616.00	21456
00-591	TEATRO DE ARTES DE JUAN SEGUIN	02/25/2025	EFT	0.00	6,798.31	21457
00-594	TECHLINE, INC	02/25/2025	EFT	0.00	42,127.00	21458
00-3319	TELLUS EQUIPMENT SOLUTIONS LLC	02/25/2025	EFT	0.00	109.83	21459
00-3319	TELLUS EQUIPMENT SOLUTIONS LLC	02/25/2025	EFT	0.00	60.42	21460
00-1257	TEXAS CORRUGATORS - SOUTH TEXAS REGION I	02/25/2025	EFT	0.00	1,528.00	21461
00-5121	TEXAS EXCAVATION SAFETY SYSTEM	02/25/2025	EFT	0.00	891.25	21462
00-4012	The EMS Training School LLC	02/25/2025	EFT	0.00	24,838.51	21463
00-4933	THOMSON REUTERS-WEST	02/25/2025	EFT	0.00	78.00	21464
00-4215	TRC ENGINEERS, INC.	02/25/2025	EFT	0.00	36,127.84	21465
00-3601	TRIHYDRO CORPORATION	02/25/2025	EFT	0.00	141,635.54	21466
00-4431	USALCO, LLC	02/25/2025	EFT	0.00	5,515.52	21467
00-3243	VERMONT SYSTEMS INC	02/25/2025	EFT	0.00	50.00	21468
00-4349	WARD, GETZ AND ASSOCIATES, PLLC	02/25/2025	EFT	0.00	96,969.20	21469
00-2476	WASTE SYSTEMS EQUIPMENT INC	02/25/2025	EFT	0.00	7,044.60	21470
00-3944	WESTHILL PAVING INC	02/25/2025	EFT	0.00	76,929.50	21471

Bank Code 1F Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	223	91	0.00	4,099,329.99
	223	91	0.00	4,099,329.99

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	223	91	0.00	4,099,329.99
	223	91	0.00	4,099,329.99

Fund Summary

Fund	Name	Period	Amount
900	COS POOLED CASH	2/2025	4,099,329.99
			4,099,329.99

CITY OF SEGUIN

To: City Council
From: Susan Caddell, Director of Finance
Date: February 25, 2025
Subject: Investment Report for Quarter Ended December 31, 2024



It's real.

Historical Background

According to the Public Funds Investment Act, Tex. Gov't Code Ann., Chapter 2256 and the City of Seguin's Investment Policy, quarterly investment reports are required to be provided to the City Council.

Attached you will find the investment report for the quarter ended December 31, 2024. The investments range from the City pool accounts to bank accounts and escrow funds. All investments are allowed within the City of Seguin's Investment Policy. Average interest rates have decreased since last quarter by .4524%.

The total of all investments decreased from September 30 to December 31 by \$17,339,450. We continue to spend down bond proceeds from prior bond issuances as well as the funds from the TWDB for the Geronimo Creek Wastewater Treatment Plant. The columns labeled TWDB are either the escrow or investments for the funds received from the Texas Water Development Board Bonds for the Geronimo Creek Wastewater Treatment Plant expansion. The escrow funds will be released to the City periodically, but we are still required to report them on our investment reports. Interest earnings decreased from the quarter ended September 30, 2024 by \$1,197,044. Interest rates have decreased by .7514% from December 31, 2023 while interest earnings have increased by \$671,116. The total of all investments increased by \$67,884,804 from December 31, 2023.

Action Requested

City Council must approve the quarterly investment report.

Staff Recommendation

Staff recommends approval of the investment report.

ATTACHMENTS

Investment report for quarter ended September 30, 2024.

**Investment Report - City of Seguin
October 1, 2024 - December 31, 2024**

Description*	TEXPOOL	LOGIC	TX Class	TX Class-TWDB	TWDB21-Escrow	TWDB23-Escrow	BANK-CK	TOTAL
Par \$ Amount	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Beginning Book Value 10-01-24	2,440,990	92,886,149	235,539,286	166,887,966	1,175,572	22,399,485	2,840,193	524,169,641
Ending Book Value 12-31-24	5,584,833	107,144,159	214,183,091	149,175,569	1,189,082	22,831,795	6,721,662	506,830,191
Beginning Market Value 10-01-24	2,441,698	92,951,726	235,504,615	166,863,400	1,175,572	22,399,485	2,840,193	524,176,689
Ending Market Value 12-31-24	5,585,615	107,162,588	214,199,289	149,186,851	1,189,082	22,831,795	6,721,662	506,876,882
Purchase Date	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Call Date	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maturity Date	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Call Yield	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maturity Yield	4.7347%	4.8377%	4.8906%	4.8906%	4.2436%	4.2436%	0.4000%	4.0344%
Estimated Interest Accrued/(Bank Fees) this Period	50,722	1,208,010	2,739,596	1,941,811	13,510	432,309	4,107	6,390,066
% of Portfolio as of 09-30-24	1.10%	21.14%	42.26%	29.43%	0.23%	4.50%	1.33%	100%

CERTIFICATION

We certify the investment activity and strategies described in this report are in compliance with the City's Investment Policy and State law.



Steve Parker, City Manager



Susan Caddell, Director of Finance

CITY OF SEGUIN



It's real.

To: City Council
From: Kate McCloud, Grants Administrator
Date: February 12, 2024
Subject: Resolution to submit application for Hazard Mitigation Grant Program

Historical Background

The Department of Homeland Security, Federal Emergency Management Agency is currently accepting applications for the Hazard Mitigation Grant Program through the Texas Division of Emergency Management as part of the Hurricane Beryl Disaster Declaration. The goal of this program is to help jurisdictions within the counties covered by the disaster declaration to address the principal hazards associated with the disaster.

City staff would like to submit an application to this program for funding for structural drainage improvements to Walnut Branch Channel. These improvements would be to stabilize the embankment and restore the eroded stream bank.

The estimated cost for this project is \$1,999,987. There is a matching funds requirement for this grant of 25% and the City would be responsible for all overruns. If the City is awarded this grant, the project could begin as early as June of 2025 and would conclude in September of 2027.

Action Requested

City Council must approve the resolution to authorize the submission of this grant application.

Procurement Methodology & Funding Source

If the grant is awarded, 75% of the funding will be secured through the grant. The matching funding for this project has been secured through the Stormwater Utility Fee (SWUR) account.

Procurements will be made according to the City of Seguin Purchasing Policy and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is codified in Part 200 of Title 2 of the Code of Federal Regulations.

Staff Recommendation

Staff recommends approval of the resolution to authorize the submission of the grant application.

ATTACHMENTS

1. Resolution authorizing the submission of the grant application

CITY OF SEGUIN

A RESOLUTION OF THE CITY COUNCIL OF SEGUIN, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE HAZARD MITIGATION GRANT PROGRAM OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT AS PART OF THE HURRICANE BERYL DISASTER DECLARATION.

WHEREAS, the City of Seguin seeks to reduce or eliminate the long-term risks of loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters; and

WHEREAS, the City of Seguin seeks to submit an application to fund structural drainage improvements to Walnut Branch Channel through the Hazard Mitigation Grant Program DR-4798 Hurricane Beryl funding opportunity; and

WHEREAS, the cost of the project will not be more than \$2,000,000 with a required cost share of at least 25% for the city; and

WHEREAS, the City of Seguin has authorized the City Manager to apply for, accept, reject, alter, or terminate a grant on behalf of the City.

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

1. The City of Seguin authorizes the submission of an application to the Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Program (HMGP).
2. The City of Seguin directs and designates the City Manager as the City’s Authorized Official to act in all matters in connection with this application and City’s participation in the Grant Program.
3. The City of Seguin agrees and will take steps to ensure that all funds will be used in accordance with all applicable federal, state, local and HMGP requirements including procurement, environmental review, labor standards, real property acquisition, and civil rights requirements. In addition, the City is required to provide a local funding match and is thereafter responsible for all non-reimbursable costs and overruns, if any.
4. This Resolution shall be in full force and effect immediately from and after its passage.

Passed and approved this 4th day of March 2025.

DONNA DODGEN
MAYOR

ATTEST:

Kristin Mueller, City Secretary

CITY OF SEGUIN

A RESOLUTION OF THE CITY COUNCIL OF SEGUIN, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY PROJECT FUNDING REQUEST TO THE OFFICE OF CONGRESSWOMAN MONICA DE LA CRUZ FOR INCLUSION IN THE FY2026 U.S. HOUSE OF REPRESENTATIVES APPROPRIATION COMMITTEE FUNDING REQUESTS.

WHEREAS, the City of Seguin strives to provide recreational services for all its residents and has previously had an operational Activity Center located at 624 Zorn Street; and

WHEREAS, the Activity Center opened in 1965 and closed in 2014 due to the lack of funding to upgrade the building as required for the safety and accommodation of all residents including those with disabilities; and

WHEREAS, current estimates do not exceed \$2.5 million to rehabilitate the building located 624 Zorn Street; and

WHEREAS, the City of Seguin can request funds using the Community Project Funding and believes it is in the best interest of residents to do so.

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

1. The City Council fully supports and authorizes the submission of the Community Project Funding request in an amount not to exceed \$2.5 million to facilitate 624 Zorn Street and reopen the Seguin Activity Center as a community recreation center and commits to providing the required matching funding up to 25%.
2. The City Council reaffirms, directs, and designates the City Manager as the City’s Authorized Official to act in all matters in connection with this application, including the authority to apply for, accept, reject, alter, or terminate the request on behalf of the City.
3. Expenditures of this request shall be administered in compliance with the guidelines, terms and conditions of this award including all matching funds, if applicable. The City Manager will assure that the funds are expended in accordance with all guidelines. In the event of loss or misuse of grant funds, the City of Seguin will return all funds as required.
4. This Resolution shall be in full force and effect immediately from and after its passage.

Passed and approved this 4th day of March 2025.

DONNA DODGEN
MAYOR

ATTEST:

Kristin Mueller, City Secretary

3/c

13-008849

The Activity Center of Seguin and Guadalupe County, Texas

Board Resolution

The Activity Center of Seguin and Guadalupe County, Texas Amendment

VOL 4074 PG 0728

The Board of Directors of The Activity Center of Seguin and Guadalupe County, Texas, a non-profit corporation organized under the Texas Non-Profit Corporation Act met in a regular board meeting held on the **February 21, 2013**, pursuant to the provisions of the organization's bylaws and therefore according to law.

There was present a quorum of the duly elected Board of Directors whereupon the following **Resolution**, upon motion duly made and seconded was unanimously adopted.

Whereas, The Activity Center of Seguin and Guadalupe County, Texas, must operate in accordance with the Constitution and By-Laws, Articles of Incorporation and Certificate of Merger of Domestic Corporations, approved by the Office of Secretary of State, and;

Whereas, the governing body of The Activity Center of Seguin and Guadalupe County, Texas request membership into and be merged as a unit of the Boys & Girls Clubs of South Central Texas;

Whereas, the new corporation shall be governed by a Board of Volunteers of the Boys & Girls Clubs of South Central Texas, and all current board members to serve as an Advisory Board;

Whereas, the governing body approved the registered agent of the new corporation is Mark A. Terry, Chief Executive Officer, Boys & Girls Clubs of South Central Texas, 400 Umland Road, San Marcos, Texas 78666.

Whereas, all assets and existing liabilities of The Activity Center of Seguin and Guadalupe County, will be transferred to the new corporation;

Whereas, the period of duration of the new corporation is perpetual and purposed of serving the youth and public of Seguin (Guadalupe County) Texas;

Whereas, should the new corporation cease as an organization or to serve the purpose of serving the youth and public of Seguin (Guadalupe County) Texas, the building (624 Zorn Street, Seguin, Texas 78155), will be re-conveyed to the Activity Center of Seguin and Guadalupe County, Texas;

Therefore Be It Resolved, the Board of Directors of The Activity Center of Seguin and Guadalupe County, Texas, approved to amend the Constitution and By-Laws, Articles

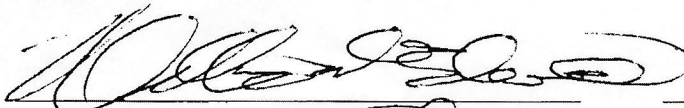
of Incorporation and Certificate of Merger of Domestic Corporations and placed them on public record;

Resolved, The Activity Center of Seguin and Guadalupe County, Texas, will be known as the Boys & Girls Clubs of South Central – Seguin Unit, Seguin, Texas;

Adopted by the Board of Directors of The Activity Center of Seguin and Guadalupe County, Texas, at an open meeting on February 21, 2013;

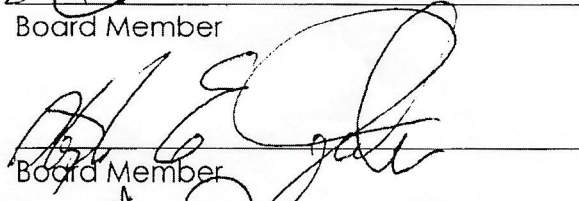
Adopted this 21st day of February 2013

Attest:



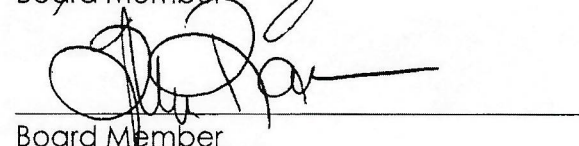
Board Member

Board Member



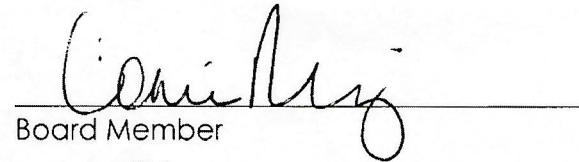
Board Member

Board Member



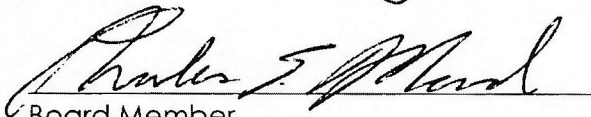
Board Member

Board Member



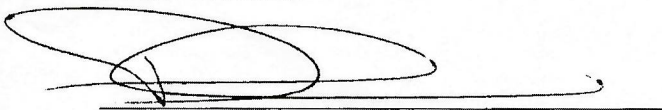
Board Member

Board Member



Board Member

Board Member



Board Member

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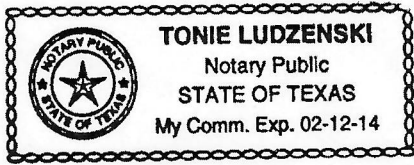
Board Member

Board Member

VOL 4074 PBO 729

STATE OF TEXAS VOL 4074 PGO 730
COUNTY OF GUADALUPE

This instrument was acknowledged before me, a Notary Public, by William Edwards, Stephen Johnson, Sylvia Ramirez, Connie Ramirez, Charles S Mead and Dana Dawson Malaer.



Tonie Ludzenski
Notary Public in and for Guadalupe County, Texas

*Seguin Activity Center
→ 624 Zorn St
Seguin TX 78155*

FILED FOR RECORD

13 APR 26 PM 2:49

TERESA KIEL
COUNTY CLERK GUADALUPE COUNTY

BY *Courtney Casas*

STATE OF TEXAS
COUNTY OF GUADALUPE
I certify this instrument was FILED on the
date and at the time stamped thereon and
was duly recorded in the Official Public
Records of Guadalupe County, Texas.



Teresa Kiel
TERESA KIEL
Guadalupe County Clerk

CITY OF SEGUIN

To: City Council
From: Kate McCloud, Grants Administrator
Date: February 18, 2025
Subject: Resolution to submit application for the FY2026 Community Project Funding



It's real.

Historical Background

The U.S. House of Representatives' House Appropriation Committee is accepting requests for the Community Project Funding (CPF), formerly known as "earmarks", for the Fiscal Year 2026 appropriations process. Through the CPF program, Members of Congress may direct funds to specific entities and projects to serve the public good.

Congresswoman Monica De La Cruz has supplied the City of Seguin with information and assistance and will sponsor our CPF request. The City is asking for \$2.3M to rehabilitate the Seguin Activity Center located at 624 Zorn Street. This money will be used for building repairs and to bring the building up to code, including ADA compliance. The CPF may or may not have a matching component, which as of the time of this writing, is pending response from Congresswoman De La Cruz's office. The match would be dependent on each agency's CPF guidance, and our project may fall under more than one agency.

The City submitted this request for the FY2025 appropriations process but a decision on that application is still pending approval of the appropriations bill. Congresswoman Monica De La Cruz's office has advised that all projects pending approval for FY25 should be resubmitted for FY26 in case they are not funded for FY25.

Opened in 1965 and closed in 2014, the Seguin Activity Center (SAC) played a vital role in our community as the only recreational center within our city limits. The SAC provided many educational and recreational programs for the children and adults of the community. There were over a dozen recreational sports leagues, quarterly job fairs, summer camps, weekly skate jam nights, monthly computer classes, and so much more. The SAC assisted many of the underserved youth and adults at little to no cost.

On February 21, 2013, the Activity Center Board of Directors and Guadalupe County approved a Resolution, attached, with the Boys & Girls Clubs of South-Central Texas with the purpose of conveying the building and operating the Seguin Activity Center. As mentioned, the activity center ceased serving the youth and public, as required in the approved resolution. The City Manager is currently working on this issue with the Boys & Girls Club and the City will use this funding to restore the building and re-open the activity center with or without the assistance of the Boys and Girls Club.

Action Requested

City Council must approve the resolution to authorize the submission of this grant application.

Procurement Methodology & Funding Source

If the grant is awarded, the Seguin Activity Center will be rehabilitated through grant funding with additional funding coming from the City's general fund.

Staff Recommendation

Staff recommends approval of the resolution to authorize the submission of the grant application.

ATTACHMENTS

1. Resolution authorizing the submission of the grant application



**PARKS &
RECREATION**

MEMORANDUM

To: City of Seguin Mayor and Council
Steve Parker, City Manager

From: Randy Kell, Director of Facilities

Through: Rick Cortes, Deputy City Manager

Subject: Resolution authorizing the City Manager to give away the remaining salvaged portions of the old pedestrian bridge given to the City of Seguin by Schertz / Seguin Local Government Corporation (SSLGC). - Randy Kell, Director of Facilities.

Date: February 21, 2025

A resolution of the Schertz / Seguin Local Government Corporation, passed and approved on June 18th, 2004, authorized the demolition and disposal of the pedestrian bridge across the Guadalupe River at HWY 123 near the Water Treatment Plant.

In the resolution, SSLGC gives ownership of the salvaged portions of the pedestrian bridge to the City of Seguin. Over the years, portions of the bridge have been repurposed for one use or another. The remaining portion of the bridge is being stored in a barn at the City of Seguin Shooting Range.

We have no use for the remaining pieces of the bridge. To clean up some of the city property, I would like to give away the remaining pieces of the bridge. The labor and equipment required to haul this material to a scrap yard will come at a greater cost than what the material is valued at. If we can get someone to pick it up and re-purpose it, that would be of greater interest to the city. It could be re-purposed for art pieces, metal fabrication, or other projects.

We would ask whoever takes this material to sign and release the City of Seguin of ownership and all responsibility for the material. If we don't find anyone who will take this material, we will haul it off to a scrap yard at the expense of the City of Seguin.

Attached to this memo are photos of the remaining material, and the resolution from SSLGC.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, AUTHORIZING THE CITY MANAGER TO GIVE AWAY THE REMAINING SALVAGED PORTIONS OF THE OLD PEDESTRIAN BRIDGE, GIVEN TO THE CITY OF SEGUIN BY THE SCHERTZ / SEGUIN LOCAL GOVERNMENT CORPORATION (SSLGC), AND PROVIDING FOR THE EXECUTION OF A RELEASE OF LIABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a resolution of the Schertz / Seguin Local Government Corporation (SSLGC), passed and approved on June 18th, 2004, authorized the demolition and disposal of the pedestrian bridge across the Guadalupe River at Highway 123 near the Water Treatment Plant; and

WHEREAS, in the same resolution, SSLGC transferred ownership of the salvaged portions of the pedestrian bridge to the City of Seguin; and

WHEREAS, over the years, portions of the bridge have been repurposed for various uses; and

WHEREAS, the remaining portions of the bridge are currently being stored in a barn at the City of Seguin Shooting Range; and

WHEREAS, the City of Seguin has determined that it has no further use for the remaining portions of the bridge and wishes to clean up its property; and

WHEREAS, the cost to haul the remaining portions of the bridge to a scrap yard exceeds the value of the material, and therefore, it is in the City's best interest to offer the material for repurposing by another party, which may use it for artistic creations, metal fabrication, or other projects; and

WHEREAS, the City of Seguin desires to offer the remaining salvaged portions of the bridge to interested parties who are willing to take the material and repurpose it, at no cost to the City; and

WHEREAS, any party receiving the salvaged material will be required to sign a release of liability, absolving the City of Seguin from any responsibility for the material after it is transferred.

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

SECTION 1. That the City Manager is hereby authorized to give away the remaining salvaged portions of the old pedestrian bridge given to the City of Seguin by the Schertz / Seguin Local Government Corporation (SSLGC), in accordance with any applicable laws, policies, and procedures.

SECTION 2. That the City Manager may, at their discretion, allow the remaining portions of the bridge to be taken by interested parties who agree to repurpose the material for appropriate uses, such

as art pieces, metal fabrication, or other projects, subject to the execution of a release of liability by the recipient.

SECTION 3. That the release of liability will hold the City of Seguin harmless from any future claims or responsibilities related to the material once it has been transferred to the recipient.

SECTION 4. That if no suitable parties come forward to take the salvaged portions of the bridge, the City Manager is authorized to arrange for the hauling of the material to a scrap yard at the expense of the City of Seguin.

SECTION 5. That this resolution shall be effective immediately upon its passage.

PASSED AND APPROVED this 4th day of March 2025.

DONNA DODGEN
MAYOR

ATTEST:

Kristin Mueller, City Secretary



It's real.

MEMORANDUM

To: Mayor and City Council Members
Steve Parker, City Manager

From: Kyle Kramm, Main Street Program and CVB Director

Through: Rick Cortes, Deputy City Manager

Subject: Texas Main Street Program Participation

Date: February 24, 2025

Attached is a Resolution outlining the City of Seguin’s support for continuing participation as a member of the Texas Main Street Program – the state coordinating program of Main Street America. This Resolution, along with a Letter of Agreement to be signed by the City Manager, is required for Seguin to continue participating in the Texas Main Street Program.

As a Main Street community, Seguin receives free training, economic impact analysis, design assistance, a list serve, strategic planning workshops, project renderings, and access to grants, such as the Texas Capital Fund. In exchange, the City of Seguin agrees to pay the salary of the Main Street Program’s Director, send the director/staff to two trainings a year and pay \$535.00 in dues.

The mission of the TMSP is "to provide technical expertise, resources, and support for Texas Main Street communities in accordance with the National Main Street Four Point Approach® of organization, economic vitality, design, and promotion. Using a team-centered approach, we strive to provide highly effective, individualized services to our 90 designated programs to help them reach their revitalization and preservation goals."

Seguin was a charter member of the Texas Main Street Program in 1981 to 1985. Seguin would rejoin the program in 1998 and has been an active member ever since.

As the Director of the Seguin Main Street Program, I ask Mayor and Council to support continued participation in this excellent statewide downtown revitalization program and approve the Resolution.

CITY OF SEGUIN

RESOLUTION NO.: ____

STATE OF TEXAS

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS HISTORICAL COMMISSION FOR THE MAIN STREET PROGRAM DEMONSTRATING THE CITY OF SEGUIN'S COMMITMENT TO CONTINUE AS AN OFFICIAL MAIN STREET CITY

WHEREAS, in the recent fiscal year budgets the City Council has maintained the position of Main Street Program Director to administer the Main Street Program in conjunction with the Texas Historical Commission; and

WHEREAS, the Program emphasizes downtown economic revitalization through preservation and rehabilitation of historic buildings in order to provide the necessary image for the downtown area and serve as a unifying factor to encourage area merchants and building owners to reinvest in downtown; and

WHEREAS, the attached state contract sets out the City's responsibilities as well as the additional advantages including group procurement, training, network and staff assistance from the state level that are part of participation as a Main Street member.

NOW, THEREFORE, be it resolved by the City Council of the City of Seguin as follows:

Part One. The attached Main Street Contract representing the City's commitment to continue as an "Official Main Street City" for 2025 is hereby approved.

Part Two. The City Manager is hereby authorized to execute the Agreement between the City of Seguin and Texas Main Street Division of the Texas Historical Commission.

Part Three. This Resolution is in effect from and after the date of its passing.

PASSED AND APPROVED THIS ____ **DAY OF** March 2025.

Donna Dodgen, Mayor

Attest:

Kristin Mueller, City Secretary

TEXAS HISTORICAL COMMISSION

Texas Main Street Locally Designated Program 2025 Contract

I. PARTIES TO THE CONTRACT

This contract and agreement concerning Seguin Main Street Program (“**Agreement**”) is entered into between the City of Seguin, (hereinafter referred to as “**Participant**”) and the **Texas Historical Commission** (hereinafter referred to as “**THC**”). Seguin Main Street Program (hereinafter referred to as “**Local Program**”) is part of a larger program within the **Texas Main Street Program** (hereinafter referred to as “**TMSP**”), as defined in 13 TAC sec. 19.3(1), wherein the Participant qualifies as a Texas Main Street Small City, as defined in 13 TAC sec. 19.3. The purpose of the Local Program is to assist Participant with the development, revitalization, restoration, and preservation of its historic downtown or commercial neighborhood districts in accordance with the national Main Street Approach. This Agreement shall be governed by Texas Government Code, Section 442.014, and Texas Administrative Code, Title 13, Part 2, Chapter 19.

II. NATIONAL MAIN STREET CENTER BRAND AND NETWORK

This Agreement constitutes a designation of Participant as an official Texas Main Street City (as defined in 13 TAC sec. 19.3(2)) and allows the use of the National Main Street Center, Inc. brand, including MAIN STREET AMERICA™ controlled by National Main Street Center, Inc. 53 West Jackson Blvd., Suite 350 Chicago IL 60604. If Participant’s participation in the TMSP ceases, Participant may no longer use the term ‘Main Street’ to describe its local development, restoration, and preservation program; nor utilize or display the trademarks or branding of the National Main Street Center, Inc. The designation as a Texas Main Street City allows for full participation in the TMSP network, which includes eligibility to receive Texas Main Street publications and participate in Texas Main Street networking opportunities. Designated Texas Main Street Cities, such as Participant, shall execute and submit to the TMSP office the National Main Street Center’s Trademark Sublicense Agreement (“**TM Sublicense Agreement**”), which grants the right to use the registered trademark, logos and brand of National Main Street Center’s membership program - MAIN STREET AMERICA™. Participant hereby agrees to, and shall comply with, all terms and conditions of the TM Sublicense Agreement, which is attached hereto as Exhibit A, and incorporated herein by reference. Additionally, Participant acknowledges and agrees that in the event National Main Street Center develops and/or releases an updated TM Sublicense Agreement (“**Updated TM Sublicense Agreement**”) during the Term of this Agreement, Participant shall be required to execute, and comply with, the Updated TM Sublicense Agreement or otherwise be subjected to termination pursuant to the terms of VII. (B) below. In the event National Main Street Center develops and/or releases an Updated TM Sublicense Agreement, THC will provide Participant with sixty (60) days’ notice for Participant to consider, prepare and execute an updated Sublicense Agreement. Furthermore, the parties acknowledge and agree that the execution of such Updated TM Sublicense Agreement shall not require amendment of this Agreement and shall become part of this Agreement upon its execution. In the event of conflict between multiple TM Sublicense Agreements, the most recently executed version shall control.

III. RESPONSIBILITIES OF THE PARTICIPANT AND LOCAL PROGRAM

A. Local Program Staffing and Leadership.

In operation of the Local Program, Participant shall employ a full-time paid program manager who will attend at least two professional development segments annually as outlined in subsection B below. A Texas Main Street Urban City (as defined by 13 TAC 19.3(4)) shall additionally employ a full-time assistant program manager who shall also participate in the professional development under subsection B below.

If necessary and subject to TMSP approval, a Texas Main Street Small City may, after the first three years of participating in the TMSP, permit the program manager position to also perform specific economic development, tourism, and other relevant duties while remaining as a full-time paid program manager.

For the purposes of this Agreement, full-time employment means that the program manager works at least forty (40) hours per week dedicated toward the Local Program and downtown revitalization. Employees of the Participant shall be subject to the sole control and direction of the Participant. Participant shall move forward in an efficient manner to fill a program manager vacancy. Participant shall notify the TMSP immediately upon vacancy, identify an interim Local Program contact, and keep TMSP apprised monthly of progress in filling vacancies. Lengthy periods of staff vacancies may demonstrate a failure to adequately staff the program per Stipulation E Probation.

Participant shall establish and maintain a Main Street local advisory board to direct priorities of the program, provide human and fiscal support to program planning and activities, and advocate for the livelihood of the local program. The board will have a chair who is the primary spokesperson for the board and the primary point of contact for program manager. Make-up and duties of this board are to be defined locally by Participant with consultation from local program stakeholders.

B. Professional development.

The program manager will attend at least two professional development opportunities in their entirety, per year, from the list below:

Preferred Options (at least one training each year must be from these options):

1. TMSP annual professional development retreat for all program managers.
2. National Main Street Now Conference.
3. TMSP New Manager Training, typically held annually on the day before the TMSP annual professional development retreat
4. Real Places: Preserving Texas History Conference of the THC.

Additional Options (request must be made to TMSP in writing explaining why attendance at one of the preferred options is not possible):

5. Certification programs of MAIN STREET AMERICA™.
6. Texas Downtown Conference of the Texas Downtown organization.
7. PastForward Conference of the National Trust for Historic Preservation.

With prior THC approval, program managers with more than two years' experience as a Main Street Manager may request to substitute an equivalent historic preservation, downtown revitalization, or economic development course, for one of the above opportunities.

New program managers shall complete the TMSP new manager training within their first year of employment. If there is an assistant Main Street employee in addition to the program manager/s referenced above, that person should also attend at least one segment of Main Street professional development annually. In addition to the annual TMSP new manager training, new managers will be provided by TMSP with self-paced information and training when onboarding in their new role. The new manager should complete a review of this information and all tasks within the first three (3) months of hire.

If a replacement program manager is hired during this contract period who has not previously attended TMSP basic training or without significant Main Street knowledge and experience as determined by TMSP, the manager is required to complete one TMSP basic training orientation series. A \$500 training fee shall be charged to the Participant for the training series required under these circumstances.

To help ensure an effective Local Program, board members and volunteers are encouraged to attend TMSP educational opportunities or to contact TMSP for on-site training. No training fee is charged for their participation.

Additional abbreviated Professional Development managers are expected to be involved in, but do not count toward the requirements above, include:

- Quarterly Virtual Network Meetings
- Regional Virtual Meetings
- Monthly New Manager Virtual Trainings
- Regional Design Workshops
- Monthly Virtual Design Check-ins
- Biennial Accreditation Site Visit
- Virtual meetings for Managers offered by Main Street America
- Topic based virtual trainings (i.e. – December 2023's Accreditation Platform Training)

C. Commitment.

Participant agrees to carry out their Local Program work according to the Main Street Approach as promulgated by the National Main Street Center and displayed at <https://www.mainstreet.org/mainstreetamerica/theapproach>. Participants agree to incorporate into their Local Program work, the following Main Street Community Accreditation Standards:

1. Broad-based Community Commitment
2. Leadership & Organizational Capacity
3. Diverse and Sustainable Funding
4. Strategy-Driven Programming
5. Preservation-Based Economic Development
6. Demonstrated Impact & Result

D. Reporting.

To measure progress, Participant shall track reinvestment statistics and quarterly activity in an approved format submitted to the TMSP office by the 10th of the month following the end of each calendar quarter. If the 10th falls on a holiday or a weekend, the report will be due the first business day after the holiday or weekend. Even if there has not been reinvestment or activity in a quarter, Participant shall still submit a report noting such.

Dates quarterly reports must be submitted by are:

- April 10th – Quarter 1
- July 10th – Quarter 2
- October 10th – Quarter 3
- January 10th – Quarter 4

Additionally, Participant shall submit an annual accreditation report that includes an evaluation of the Local Program implementation of the Main Street Community Accreditation Standards outlined in Section III. C. above for the previous calendar year.

E. Probation.

Participant agrees that their Local Program may be placed on probation, which may result in the suspension of TMSP services or possible removal from the TMSP, for any of the following reasons:

1. Failure to submit an annual accreditation report pursuant to Section III. D above.
2. Failure to achieve accreditation objectives more than two (2) consecutive years.
3. Failure to submit activity/reinvestment reports for more than two (2) consecutive quarters.
4. Failure to employ a full-time Main Street Manager.
5. Failure to adequately staff, per this contract, or fund the program.
6. Failure to hire for a Main Street Manager vacancy within six (6) months of the previous manager’s departure.
7. Adding additional roles or titles beyond Main Street responsibilities to a manager without prior Main Street experience before their two (2) year anniversary in the role.
8. Failure of an experienced Main Street Manager (in the role greater than two (2) years) to spend a minimum of 75% of their time on Main Street Program work.
9. Failure to have an active Board that is solely focused on the TMSP approved Main Street District.
10. Failure of a community to employ Historic Preservation Codes and Ordinances or to actively advocate for them.
11. Failure to abide by this Agreement.

THC shall notify Participant in writing prior to implementing probation in accordance with Texas Administrative Code, Title 13, Part 2, Chapter 19. In the case of probation, Participant will work with the THC’s State Coordinator or delegate to overcome any deficiencies. THC may terminate the Local Program’s participation in the TMSP if Participant fails to remediate identified deficiencies within a reasonable time. No fees will be refunded in cases of probation and any outstanding fees under this Agreement will

remain due. During probationary status, the stipulations called for in sections III and IV of this Agreement may be temporarily altered or suspended upon THC's discretion.

F. National Main Street America™ membership.

Participant shall budget for and maintain membership in the National Main Street Center.

IV. SERVICES TO BE PERFORMED BY TMSP

A. On-site visits and technical expertise.

TMSP services are available to designated Texas Main Street Cities in good standing and will be delivered in accordance with Texas Administrative Code, Title 13, Part 2, Chapter 19 subject to available THC resources. Services may include, but are not limited to consultations, training, or site visits to address design, organization, promotion, economic vitality, and historic preservation.

B. Assistance Securing a Main Street Manager.

Should a replacement program manager be needed, the TMSP office can assist with elements of the hiring process, including job description examples, job posting options, and interview questions. Upon Participant's request, the TMSP office may assist in the hiring process; however, the responsibility for selection, salary, employment and employee-related legal matters will remain with Participant. The Participant is responsible for, and shall hold THC and TMSP harmless from, all the acts and omissions of its managers and all of its employees, agents, representatives, contractors and/or subcontractors.

V. GENERAL TERMS AND RESPONSIBILITIES.

A. Confidentiality and Public Information Act.

Notwithstanding any provisions of this Agreement to the contrary, Participant and THC will comply with the Texas Public Information Act, Texas Government Code, Chapter 552, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. THC and Participant agree to notify each other in writing within a reasonable time from receipt of a request for information related to Participant's work under this Agreement. Participant and THC will cooperate in the production of documents responsive to the request. Participant will notify THC within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Agreement. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Subject to the Texas Public Information Act, Participant agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information.

B. Dispute Resolution.

The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by THC and Participant to resolve any dispute arising under the Agreement.

If Participant's claim for breach of Agreement cannot be resolved in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Participant shall submit written notice, as required by Chapter 2260, to the individual identified in the Agreement for receipt of notices. Compliance by Participant with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is Participant's sole and exclusive process for seeking a remedy for an alleged breach of Agreement by THC if the parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Agreement by Participant and THC nor any other conduct of any representative of the Participant or THC relating to the Agreement shall be considered a waiver of sovereign immunity to suit by THC or any governmental immunity to which Participant is otherwise entitled under Texas law.

C. Indemnification.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PARTICIPANT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT AND THE TM SUBLICENSE AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OFFICE OF THE ATTORNEY GENERAL ("OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THC AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF PARTICIPANT PURSUANT TO THIS AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT. PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PARTICIPANT SHALL BE LIABLE TO PAY

ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG.

D. Independent Contractor.

Participant or Participant's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing goods or services. Participant or Participant's employees, representatives, agents and any subcontractors shall not be employees of THC. Should Participant subcontract any of the services required in this Agreement, Participant expressly understands and acknowledges that in entering such subcontract(s), THC is in no manner liable to any subcontractor(s) of Participant. In no event shall this provision relieve Participant of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement and the TM Sublicense Agreement or Updated TM Sublicense Agreement.

E. Ownership of Intellectual Property.

For the purposes of this Agreement, the term "Work Product" is defined as all reports, analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, knowledge, know-how, ideas, improvements, plans, advice, research, materials, intellectual property or other property developed, produced, or generated in part or in full by THC and/or in cooperation with Participant, in connection with this Agreement. Work Product specifically excludes pre-existing material owned by Participant, or material developed during the Term of this Agreement independently and exclusively by Participant without any THC involvement or contribution, and that does not include or incorporate any Work Product or Work Product components ("Independent Participant Material"). All Work Product generated pursuant to this Agreement is made the exclusive property of THC. All right, title and interest in and to said Work Product shall vest in THC upon creation and shall be deemed to be, and is expressly intended by the parties to be, a work made for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to any such Work Product may not, by operation of law, vest in THC, or such Work Product may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to THC. THC shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the Work Product subject matter, and any extensions and renewals thereof.

Furthermore, if and to the extent THC provides Participant any Work Product and/or other property owned by THC ("THC Property") to assist Participant to further the Local Program and the purpose of this Agreement, THC hereby grants Participant, commencing upon the date that Participant is designated as a Texas Main Street City, a nonexclusive, revocable, worldwide, fully paid, royalty-free, license, for the Term of this Agreement while Participant remains designated as a Texas Main Street City, to reproduce, modify, distribute, publicly perform, publicly display and use the THC Property only to the extent such use is in furtherance of the Local Program. To the extent Participant provides any Independent Participant Material to THC in connection with this Agreement, Participant hereby grants THC, and THC accepts, a nonexclusive, perpetual, irrevocable, worldwide, fully paid,

royalty-free license to use, reproduce, copy, modify distribute, publicly perform, publicly display, store, post on the Internet and creative derivative works of such Independent Participant Material, and to sublicense and transfer such Independent Participant Material to third parties to use in accordance with these license terms for THC purposes.

F. State Auditor.

In addition to and without limitation on the other audit provisions of this Agreement, and to the extent applicable, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Participant or any other entity or person receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Participant or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Participant or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Participant further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Participant shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Participant and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Participant related to this Agreement.

G. Assignment.

Participant may not assign this Agreement, in whole or in part, and may not assign any right or duty required under it, without the prior written consent of THC. Any attempted assignment in violation of this provision is void and without effect.

VI. CONTRACT AMOUNT

In accordance with the Texas Government Code, sec.442.014(d) and 13 TAC sec.19.5(d), Participant shall pay THC a fee in the amount of ** **\$535.00** to defray cost of staff time and expenses for services provided under the Local Program. THC shall invoice for the fee and Participant shall tender payment within 60 days.

VII. TERM and TERMINATION

A. Term.

This Agreement begins upon the latest date the Agreement becomes fully executed by individuals who have the authority to bind the party on whose behalf he or she is signing (“Effective Date”) and shall expire on December 31, 2025, unless terminated at an earlier date pursuant to subsection B below.

B. Termination.

1. Either party shall have a right to terminate all performances to be rendered under this Agreement by notifying the other party in writing at least ten (10) days in advance of the termination date.
2. In the event Participant refuses or fails to execute any Updated TM Sublicense Agreement pursuant to the terms of Section II. above within sixty (60) days of receipt thereof, THC shall have the right to immediately terminate this Agreement by written notice to the Participant.
3. Upon termination of this Agreement under subsections 1 and 2 above, Participant will no longer be designated as an official Texas Main Street City (as defined in 13 TAC sec. 19.3(2)), and will no longer be allowed the use of any Work Product or THC Property, as defined herein, or the registered trademark, logos and brand of National Main Street Center’s membership program MAIN STREET AMERICA™. In such event, Participant agrees to return to THC any Work Product and THC Property in its possession.
4. No funds paid under Section VI. The above shall be refunded in any case of termination.

VIII. CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be in writing and signed by both parties.

IX. APPLICABLE LAW AND VENUE; NO WAIVER; SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.

Nothing in this Agreement shall be construed as a waiver of THC’s sovereign immunity or any governmental immunity to which Participant is entitled under Texas law. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

X. PROHIBITED FOREIGN BUSINESSES

In accordance with Texas Government Code, Chapter 2252, Subchapter F, Participant hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 806.051 (companies with business operations in Sudan), 807.051 (companies with business operations in Iran), or 2252.153 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization).

Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions' regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.

XI. FORCE MAJEURE

THC shall not be responsible for performance under this Agreement should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of THC.

Participant shall not be liable to THC for non-performance or delay in performance of a requirement under this Agreement if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of Participant, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the above paragraph, Participant will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and Participant continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Participant shall immediately notify the THC's State Coordinator by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

XII. NOTICES.

Any notices and/or documents required hereunder shall be deemed to have been duly provided if in writing and delivered personally or by pre-paid guaranteed overnight delivery service, or sent postage prepaid by United States certified mail, return receipt requested. Any such notice shall be effective on the date of delivery if delivered personally, on the next business day following delivery to the guaranteed overnight delivery service if the notice was so delivered and the charges were prepaid, or on the date the recipient signed for the notice if sent by certified mail.

Notices shall be addressed as follows, or at such other address as any party hereto shall notify the other of in writing:

If to THC.:
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711

If to Participant:

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS AGREEMENT.

In Process

Authorized Signature
(City Manager, Mayor, or Board Chair)

Date: _____

Signer title: _____

Signer printed name: _____

Signer address: _____

Signer phone: _____

Amy Hammons, State Coordinator
Texas Main Street Program
P.O. Box 12276 Austin, TX 78711
512-463-5758 amy.hammons@thc.texas.gov

Date: _____

Bradford Patterson, Deputy Executive Director for
Preservation Programs
Texas Historical Commission
P.O. Box 12276 Austin, TX 78711
512-463-6100

Date: _____

CITY OF SEGUIN



It's real.

To: City of Seguin Mayor and City Council
Steve Parker, City Manager

From: Jack Jones, Director of Parks and Recreation

Through: Rick Cortes, Deputy City Manager
Mark Kennedy, City Attorney

Date: February 18, 2025

Subject: Public Hearing and Ordinance on first reading amending the Seguin Code of Ordinances Chapter 74, Parks, amending Article IV, Standards of Care for Youth Recreation Programs; providing for publication of this ordinance; providing a severability clause; providing for an effective date; and authorizing city staff to prepare this ordinance for submission as a supplement to the Code of Ordinances.

Historical Background

The State of Texas Department of Family and Protective Services administers state regulations and general licensing procedures for all child-care facilities. Municipalities can choose to be exempted from the licensing requirements and applicable state regulations if certain conditions are met, provided the municipality annually adopts ordinance standards of care after a public hearing. Additionally, the following criteria must be met to receive the exemption:

- Standards of care are provided to the parents of each program participant.
- Ordinance includes at a minimum: staffing ratios; staff qualifications; facility, health, and safety standards; and mechanisms for monitoring and enforcing the adopted local standards.
- Parents are informed that the program is not operated or advertised as a licensed daycare.

Action Requested

As part of the State's requirement for the exemption, the City of Seguin will hold an annual public hearing regarding the Standards of Care for Youth Recreation Programs and the City Council will formally adopt them as part of an Ordinance. The Program Handbook is considered our Standards of Care and given to all parents in the youth recreation programs, including being posted online.

Differences contained in the 2025-2026 Program Handbook from 2024-2025 include:

- An updated cancellation policy for the Just for Kids Summer Day Camp program which introduces a \$10 fee for cancellations.
 - "You can withdraw your child from weekly sessions of the Just for Kids Summer Day Camp program to accommodate your schedule. A \$10 cancellation fee will be charged for each canceled session (week) of camp. Written withdrawal from day camp session(s) must be received in our office or by email by Friday at 5:00 pm, at minimum 10 days prior to the start of the session week. Proration is not available."

- Addition of the Swim Ability Waiver as required by Cati's Act, or House Bill 59 (HB 59), which requires organizations that allow children to participate in organized water activities to confirm with the child's parent or legal guardian if the child can swim or is at risk of injury.
- An updated volunteer and visitor policy that requires background checks and signed waivers for participation.
 - “Volunteers and visitors, including family members who would like to attend field trips with their child, are required to undergo a background check and formally consent to participate by signing a waiver. To request a volunteer application, please contact the Parks and Recreation Department. Completed forms must be received, at minimum, 2 weeks before the scheduled visit to allow time for the screening process. Parents and family members without an approved volunteer application will not be able to participate with their child’s group on field trips.”

Procurement Methodology & Funding Source

N/A

Staff Recommendation

At their meeting on February 3, 2025, the Parks and Recreation Advisory Board unanimously recommended approval for City Council consideration the Standards of Care for Youth Recreation Programs (Exhibit A 2025-2026 Program Handbook). City staff recommends approval on first reading amending the Seguin Code of Ordinances Chapter 74, Parks, amending Article IV, Standards of Care for Youth Recreation Programs; providing for publication of this ordinance; providing a severability clause; providing for an effective date; and authorizing city staff to prepare this ordinance for submission as a supplement to the Code of Ordinances.

ATTACHMENTS

- Exhibit A 2025-2026 Program Handbook



Program Handbook

JAAM After-School Program & 'Just for Kids' Summer Day Camp 2025-2026

The Jammin' After-School Adventures for Me (JAAM) program, 'Just for Kids' Summer Day Camp Program, and Camp Spring Break are sponsored by the City of Seguin Parks and Recreation Department.

This handbook will provide you with information about the program's policies and procedures. Although this handbook is comprehensive, there may be some situations that arise that are not addressed in this document and will be treated on a case-by-case basis with input from Parks and Recreation leadership. Please take time to review this information prior to the start of the program. If you have any questions or concerns at any time, please contact our program staff. The contact numbers provided below for JAAM and 'Just for Kids' function only when the program is in operation.

Parks & Recreation Department			
Office		830.401.2480	
JAAM Administration		830.401.2483	
JAAM After School Program Elementary Schools			
Ball ECC	(830)491-1677	Vogel	(830)491-4957
Koennecke	(830)491-4303	Weinert	(830)491-9391
Patlan	(830)491-4414		
Just For Kids Summer Camp			
Summer Program		(830)491-4957	

*NOTE: The City of Seguin Parks and Recreation After-School and Day Camp Programs are exempt from childcare licensing by the Texas Department of Protective and Regulatory Services: Texas Human Resource Code §42.041 (b) (14) PRS Rules, 40 TAC §725.115 (3) and 26 TAC §745.119 (3).

Program Information

Our goal is to support our community by providing an engaging, interactive, and safe program for children after-school or when schools are on break. The activities we offer encourage children to expend positive energy by promoting self-discipline, personal growth, and healthy self-esteem. Our program strives to maintain a ratio of twelve children to one (1) staff member. All employees must successfully complete a background check, drug screen, department training, and become first aid/CPR certified.

Registration and Fees

Program Eligibility

JAAM enrollment is open to children attending targeted elementary schools. Summer Day Camp is open to all children who have completed Kindergarten through 5th grade; not to exceed 11 years in age. Spring Break Camp is open to all children of elementary age, Kindergarten through 5th grade. Day camp programs are currently unavailable for pre-kindergarten students of Ball Early Childhood Center due to age requirements.

Participants are expected to actively, and cooperatively, participate in group activities. Our target ratio is one (1) staff member to 12 children, therefore if your child requires special assistance or a smaller ratio, your child will not be eligible for this program.

Registration

Registration is completed online. As we have a limited number of openings, registration will be confirmed on a first-come, first-served basis. A registration fee of \$25.00 is due at the time of registration. This fee is not refundable unless an exception is made, by the Director of Parks and Recreation or designee. It is important that registration information is accurate and current as we may need to reach out to guardians in case of an emergency. It is the responsibility of a guardian to notify the Parks and Recreation Department of any changes. Registration information includes address, phone numbers, email addresses, names of individuals authorized to pick up your child(ren), medical restrictions, etc. The Parks and Recreation Department may request verification of age and/or legal rights to a child through a birth certificate and/or custodial documents. If you wish to withdraw your student and re-enroll on a later date, you will be required to pay any registration fees despite paying the registration fee before withdrawal.

Locations and Hours of Operation

Currently, JAAM is offered at all SISD elementary campuses from school day dismissal until 6:00 p.m.¹ Generally, on early release days additional childcare hours are provided from the time of dismissal at no extra charge. The minimum enrollment per program is 10 participating children. Guardians will be notified if the minimum is not reached.

Day camp(s) are held at a predetermined location. Most often we host these camps at a SISD school campus. Day camp sessions are scheduled according to the local school district's calendars and operate Monday through Friday from 7:30am–5:30pm. Please check the website www.seguintexas.gov/parksandrecreation for updated session dates and locations.

Program Closures

Programs do not operate on the following scheduled holidays: Labor Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Thanksgiving, Christmas/Winter, Juneteenth, Independence Day, and all other teacher in-service/staff development days. Know that programs may close, or be closed, due to unforeseen events and/or natural disasters. If a program closes, guardians will be notified.

Payments

JAAM after-school program weekly rates are \$40 per week, per child. Fees are due on a weekly basis, regardless of attendance, and must be paid no later than Monday morning at 8:00 am. Enrollment in the JAAM after-school program is continuous and refunds and/or payment transfers will not be made despite absences (i.e. illness, dismissal/suspension from a program, scheduling changes, etc.). A week consists of 1-5 days that the JAAM program is in operation, Monday – Friday, following the Seguin Independent School District current school year calendar. Although most weeks in the school district calendar consist of five (5) days, there are some weeks that consist of two (2), three (3), or four (4) days. **Rates will not be prorated for weeks with less than five (5) days.**

Day camp weekly rates are \$110 per child. All fees are due on a weekly basis, seven (7) days prior to each session start, by Monday morning at 8:00 am.

¹ Ball Early Childhood Center program ends at 5:15 p.m.

Payment options include:

- Autopay- recurring weekly payments using a credit/debit card stored on your account. Credit/debit card transactions are processed on payment due dates.
- In-person payments-Parks and Recreation Department (600 River Drive West). Business hours are Monday-Friday 8:00am-5:00pm. After-hour payment drop is located outside the Parks and Recreation Department, to the right of the entrance doors.

Upon registration, a preferred payment option must be selected. Updates to payment method must be made one (1) business day prior to transaction due date. **2% transaction fee is assessed for all credit/debit card payments. This fee is non-refundable.**

Program fees may be suspended due to local, state or federally declared disaster related to health and/or safety issues, such as a pandemic, unforeseen events, and/or natural disasters. The Parks and Recreation Department will work with SISD administrative staff to determine any closures or cancellations on a case-by-case basis. Refunds for program closures due to weather may be given at the discretion of the Director of Parks and Recreation or designee. During a pandemic, required quarantine periods and closures may occur at any time. Requests to suspend or cancel program fees due to pandemic-related absences will require a note from a medical provider including the names of participant(s) and dates of absences. Parks and Recreation Department leadership will review requests and make decisions based upon the request and supporting documentation. It is the responsibility of the guardian to notify the Parks and Recreation Department of these absences.

Delinquent Accounts

Participants with an outstanding account balance will not be able to attend the program until all fees have been paid in full. **A late fee of \$10 per child** will be charged for any payments made after 8:00 a.m. on payment due dates. A \$30.00 fee will be charged when payments are returned unpaid and result in non-sufficient funds (NSF) designation. If three (3) NSF payments are received within a 12-month period, all City-related accounts will be placed on a cash-only basis.

Withdrawal From Program(s)

Any refund requests, withdrawal from a program(s), updates to payment method, and/or any other changes regarding your account must be submitted in writing or by email to the Parks and Recreation Department at parks@seguintexas.gov. Please be aware that program site staff do not have access to payment information. **Any payment or attendance information shared by families with program site staff does not affect any changes to enrollment and/or fee-paying expectations.** Account changes and inquiries can only be made by the primary or secondary guardian on the child's account. Changes can be made through the online registration portal or at the Parks and Recreation Office. Account changes may require photo identification or identity verification over the phone using the child's code word or multi-factor authentication.

Requests to withdraw students from the after-school program must be submitted in writing by Friday at 5:00 pm, for the upcoming week of care. If you wish to re-enroll your student on a later date, you will be required to pay the registration fee of \$25 despite having paid this fee for the original registration.

You can withdraw your child from weekly sessions of the Just for Kids Summer Day Camp program to accommodate your schedule. A \$10 cancellation fee will be charged for each canceled session (week) of camp. Written withdrawal from day camp session(s) must be received in our office or by email by Friday at 5:00pm, at minimum 10 days prior to the start of the session week. Prorating is not available.

If withdrawal deadline is not met for any session(s) or cancellation fees are not paid, weekly rate(s) will still incur and all fees are payable in full, despite a child not attending the program (i.e. illness, dismissal/suspension from a program, scheduling changes, etc.). Any refunds requested after the withdrawal deadline are limited to exceptional circumstances and will be reviewed for approval on a case-by-case basis by the Director of Parks and Recreation or designee. All authorized refunds will be processed within 30 days of withdrawal date. A child may be withdrawn from a program at the discretion of the Parks and Recreation Department should there be reasonable suspicion that a child will not return. Reasons for implied cancellation may include extended absences, changes to school district enrollment status, inability to contact the guardians, and delinquent accounts. Any program fees, including late fees, will still be incurred until the withdrawal has been finalized. All past due balances must be paid in full before registering to participate in a Seguin Parks and Recreation program or activity.

TAXPAYER IDENTIFICATION NUMBER:74-600-2279

DAILY PROGRAM INFORMATION

Sign-In and Sign-Out Procedures

Only registered participants will be authorized to take part in program activities. No visitors (youth or adults) will be permitted to enter the facility.

Children must check-in at the designated meeting area immediately upon arrival to the program. It is vital that staff are informed of any upcoming absences, including absences due to on-campus extracurricular activities. If an absence is not communicated and the students don't sign into the program, a staff member will contact the school office and/or telephone a guardian to verify the child's location. Day camp absences are not verified.

To ensure the safety of the participants in the program, children will only be released to a legal guardian or those designated by the guardian at enrollment. **Photo identification will be required until individuals are recognized by sight.** The primary or secondary guardian listed on the child's account may add additional authorized individuals to the pick-up list by providing written notification to the Parks and Recreation Office.

A person with a legal right to the child may pick them up at any time. Parents/guardians will be denied access to a child only if the Parks and Recreation Department has been provided with legal documentation that prohibits non-custodial parent contact with a child. Disputes among guardians and/or responsible parties relating to who can pick up a child from the program may result in the termination of the child from the program until an agreement has been reached and documentation has been provided to the Parks and Recreation Department.

Late Pick-Up Policy

Late pick-up fees are calculated at \$10.00 per every 15 minutes. If the program staff is unable to contact a guardian or emergency contact persons within one (1) hour of the program closing the child will be turned over to the custody of the local authorities. Repeated tardiness at dismissal time (more than two (2) occurrences per month) may result in termination from the program.

Prohibited Participant Items

For the safety and protection of all participants, participants cannot bring personal items. If personal items are brought, staff will take the items and leave them at the front table. Staff will not be held responsible for broken, lost, or stolen items. These items include but are not limited to money, electronic games, phones, music devices, headphones, jewelry, shoes, clothing, sports balls, toys, or any other personal belongings.

Weather and Suggested Attire

Children should wear casual clothing and dress appropriately for the weather. Tennis shoes are highly recommended. Children will need to bring swimsuits, towels, and an extra set of clothing on water activity days. Any unclaimed lost and found items will be donated.

For hot weather (84 degrees or above) staff will implement the following: provide water to drink; cool down periods indoors or in shaded areas as frequently as possible; monitor playground equipment for excessive heat; and restrict activities to low and moderate intensity. Children should come to day camp with sunscreen already applied. Staff will assist in re-application of spray-on sunscreen according to the daily schedule and hours spent outdoors. Sunscreen is provided. In case of lightning, participants will be brought to an indoor facility immediately. Any field trips and/or scheduled activities may be cancelled due to inclement weather.

Restroom Policy

Participants of the JAAM and Day Camp programs must be fully potty trained and capable of performing bathroom functions independently including manipulating clothing without assistance. If a child has a restroom accident, the guardian will be notified immediately to bring a change of clothes and clean their child or pick their child up.

Summer Day Camp Field Trips, Guest Speakers, and Transportation

A weekly schedule of activities including guest speakers and field trips will be provided on the first day of each camp session. Campers are required to wear their camp t-shirts on field trip days to be easily identified. T-shirts will be distributed at camp. Campers will be transported by SISD school buses. Staff are not responsible for any money sent on field trips. Volunteers and visitors, including family members who would like to attend field trips with their child, are required to undergo a background check and formally consent to participate by signing a waiver. To request a volunteer application, please contact the Parks and Recreation Department. Completed forms must be received, at minimum, two (2) weeks before the scheduled visit to allow time for the screening process. Parents and family members without an approved volunteer application will not be able to participate with their child's group on field trips. All volunteers would need to provide their own transportation.

During Wave Pool visits, all campers under 48" in height MUST WEAR a life jacket at all times, regardless of swim ability. Only campers (48" or taller) with written permission from a Guardian will be permitted to swim without a lifejacket at the Wave Pool. Additionally, a Guardian must affirm in writing whether the child can swim or is at risk of injury or death when swimming. Campers without written permission from a guardian will not be permitted to participate in activities associated with the Seguin Wave Pool. Lifejackets are provided or can be sent from home.

Medication and Illness

Should a child become ill during program hours they will be separated from the rest of the group and made comfortable. Guardians will be notified and must make arrangements to have their child picked up within one (1) hour of being notified. If the guardian cannot be reached, emergency contacts will be called and asked to pick-up the child. All monies are non-refundable and non-transferable even if a child is unable to attend the program due to illness.

Children will not be permitted to come to the program if:

1. They are feeling so poorly that they cannot participate in the daily group activities.
2. They require an excessive amount of 'one-on-one' time from staff.
3. They pose a significant health risk to other children and staff.

This includes, but is not limited to, children with the following symptoms of or confirmed illness:

Fever	Sore Throat	Active Rash	Diarrhea
Discharging Eyes	Nausea	Stomach Pain	Cold
Persistent Cough	Vomiting	Chicken Pox	Lice
Conjunctivitis	Measles	Mumps	Viral Infection

We may conduct head lice checks of children if we feel it is in the best interest of their health and the other program participant's health. Infestation (eggs and live lice) can spread quickly among children and prompt action helps minimize the number of children infected.

Parks and Recreation programs generally follow the Center for Disease Control (CDC) prevention guidance to prevent the spread of illnesses. Campers and staff displaying symptoms of illness, including a fever of equal to or greater than 100.0 degrees Fahrenheit will not be allowed to attend the program. During a pandemic, required quarantine periods and closures may occur at any time.

Program personnel will not administer any medications. If necessary, for a child to administer their own medication it must be kept in the original pharmaceutical container, including the camper's name, medication name, dosage amount and times of administration. A Medical Authorization Form will need to be completed by a guardian and medication will be stored with the school nurse (JAAM) or the Program Coordinator (Camp). Access to the school nurse's office is not available during JAAM after-school hours. If your child requires a medication dosage after school hours, please contact the Parks and Recreation Administrative Office before enrollment. Picking up medication is the responsibility of the guardian. Staff are not available after-hours if medication is left after children are picked up. Emergency rescue inhalers and EPI-Pens can be kept in the child's possession per doctor and school nurse's request.

Child Injuries and Accidents

If an injury is minor and can be taken care of by staff personnel certified in first aid, appropriate treatment will be administered. The primary guardian will be notified of any injuries that occur during programming through SMS message which will include a photo image of any visible injuries such as cuts; swelling, skin discoloration; burns; sprains and strains and an injury report will be provided at the time of pickup and must be signed by a guardian or other authorized individuals. Copies of incident reports are available to guardians upon request.

If a staff member believes an injury may require medical treatment, (but is not a life-threatening emergency) the guardian will be notified immediately. In the case it is determined that an injury requires immediate (emergency) medical treatment, emergency 911 services will be called and then the guardian will be notified.

Discipline Policy

Participants are expected to follow instructions given by the program staff, treat other participants kindly and ensure activity supplies and equipment remain in original condition. Disciplinary and expectation policies are established to ensure that each child has an enjoyable time at the program. Staff use positive guidance and discipline techniques that teach the healthy development of self-discipline and self-control. Staff employ techniques that include reminding, redirecting a child's behavior, calling attention to appropriate behavior, and acting as a role model to influence and reinforcing positive behavior. Repeated and / or continuous behavior management challenges are documented and will be considered when determining progressive consequences. Consequences for continued or repeated behavior challenges may include but are not limited to: time-out; written reprimand; guardian notification for immediate pick-up; suspension and/or dismissal from the program.

Destruction of Property

If a child destroys/breaks any City of Seguin or facility's property, the child's guardian will be financially responsible for the cost of repairs.

Program Dismissal Policy

A child may be released from the program at any time under the discretion of the Parks and Recreation Department. A child will not be considered for re-admittance to any City of Seguin Parks and Recreation programs for a minimum of **one (1) full year** from the dismissal date. Below are **examples of behaviors warranting immediate suspension or dismissal from the program:**

- Behavior that endangers the physical well-being of other participants or staff members.
- Theft or deliberately damaging or defacing property or equipment.
- Possession of a weapon or ammunition.
- Running away from the program area or program staff.
- Possession of illegal substances and/or paraphernalia.
- Gesturing or touching another participant in a sexual manner.
 - Any observation or report of sexual contact will require immediate law enforcement intervention.
- Multiple written reprimands and/or the child is unwilling to follow the program policies.
- Guardian's repeated failure to respond and assist staff with emerging disciplinary concerns.
- Inappropriate behavior by the guardian towards staff or other participants.

Snacks Provided

Afternoon snacks are provided and include a healthy snack and drink. Please send a refillable water bottle with your child each day. Notify us of any allergies or restricted foods at the time of enrollment. Children can bring additional snacks to the program in their backpacks or lunchboxes. Additional treats, snacks, and edible crafts are offered during special activities and celebrations. Sharing is not allowed.

Day camp participants must bring a lunch daily. Please remember to send all spoons, napkins, beverages, etc. needed for meals. We are unable to refrigerate or re-heat any meals.

Snacks that are provided by Seguin Independent School District (SISD) are funded through United States Department of Agriculture (USDA) programs. The City of Seguin Parks and Recreation Department, SISD and USDA are equal opportunity providers.



**PARKS &
RECREATION**

JAAM After-School Program 'Just for Kids' Summer Day Camp Permission and Waiver Form 2025-2026

I, _____ give permission
LEGAL GUARDIAN
for _____ to participate
PARTICIPANT'S NAME

in the City of Seguin, Parks and Recreation Department programs as selected at registration. **I understand and agree:**

At all times while my child is participating in or attending a City of Seguin Parks and Recreation Program ("Program"), I authorize emergency medical treatment for my child, including authorization to the City of Seguin, EMS and any other medical provider (1) to provide or arrange for emergency medical treatment to my child; and/or (2) to transport my child, via EMS vehicle or otherwise, to a hospital or other medical facility. I understand that every reasonable effort will be made to contact me or other family member of the child as soon as possible in case of an accident, injury or other medical emergency. In consideration for participation in the Program, I, on behalf of my child, myself and any other guardian of my child, assume all risks and hazards to my child incidental to participation in the Program, and waive and release all rights and claims for damages my child, I or any other guardian of my child may have against City of Seguin, the Seguin Independent School District, and their employees, officers and volunteers. I, on behalf of myself and any other guardian of my child, agree to indemnify and hold harmless the City of Seguin, the Seguin Independent School District, and their employees, officers and volunteers from any and all claims and damages, including punitive damages, related to any injury, illness or other medical condition my child may receive or incur while participating in the Program or to medical treatment of my child authorized above.

All of my child's immunizations and tuberculosis test results are current and on file at the school nurse's office.

I acknowledge that I have received a copy of the JAAM Handbook. I understand that this policy supersedes all other policies I may have received during my participation in the program, and I understand that it outlines my obligations as a guardian and my child as a participant in the program. I will familiarize myself with the information herein, which describes the policies of the program.

Coronavirus is an extremely contagious virus that spreads easily through person-to-person contact. Coronavirus can lead to severe illness, personal injury, permanent disability, and death. Participating in City of Seguin programs or accessing City of Seguin facilities could increase the risk of contracting Coronavirus. The City of Seguin in no way warrants that Coronavirus infection will not occur through participation in City of Seguin programs of accessing City of Seguin facilities.

As RELEASOR, I acknowledge this waiver and indemnification voluntarily and with full knowledge of its meaning and significance. It is a criminal offense in Texas to provide false information on a government document.

CUSTODIAL GUARDIAN

PRINT

SIGN

DATE



**PARKS &
RECREATION**

Just for Kids' Summer Day Camp Swim Ability Waiver Form

The Just for Kids Summer Day Camp will visit the Seguin Wave Pool every Wednesday and Friday. A Guardian must affirm in writing whether the child can swim or is at risk of injury or death when swimming. Campers without written permission from a guardian will not be permitted to participate in activities associated with the Seguin Wave Pool.

Only campers (48" or taller) with written permission from a Guardian will be permitted to swim without a lifejacket at the Wavepool.

Please select your child's swim ability:

_____ A) Weak, beginner, or non-swimmer and will need to wear a fitted and fastened
(Initial) Coast Guard-approved personal flotation device while at the Seguin Wave Pool. All campers under 48" in height MUST WEAR a life jacket at all times regardless of swim ability.

_____ B) A confident swimmer in 3-4-foot depth of water and with my permission does
(Initial) not need to wear a lifejacket while visiting the Seguin Wave Pool (must be at least 48" in height). Please be aware that the maximum water depth of the Seguin Wave Pool is 6-7 feet and may exceed depth markers due to the waves. Campers are instructed and monitored to not cross the 3-4 foot depth marker.

Type III United States Coast Guard-approved personal flotation devices are provided by the summer camp program. If you would like to send a lifejacket from home, it must be Type I, II, or III United States Coast Guard approved.

CUSTODIAL GUARDIAN

PRINT

SIGN

DATE

CITY OF SEGUIN

AN ORDINANCE OF THE SEGUIN CITY COUNCIL AMENDING THE SEGUIN CODE OF ORDINANCES CHAPTER 74, PARKS, TO UPDATE ARTICLE IV, STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS; PROVIDING FOR PUBLICATION OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Parks and Recreation Department (“Department”) operates a recreation program for elementary age children as a service to residents of the City of Seguin (“City”), and surrounding communities; and

WHEREAS, the State of Texas has adopted licensing requirements and regulations under Chapter 42 of the Texas Human Resources Code for facilities providing care to children, with which all facilities must comply, unless an exemption under Section 42.041(b) applies; and

WHEREAS, Section 42.041(b)(14) of the Texas Human Resources Code provides an exemption from the requirements of Chapter 42 to a municipality operating a recreation program for elementary age children (5-13 years); and

WHEREAS, on November 5, 2014, the City received an exemption from the requirements of Chapter 42 of the Texas Human Resources Code from the Texas Department of Family and Protective Services (“TDFPS”) regarding the Jammin’ After-School Adventures for Me, Camp Spring Break and Summer Day Camp programs and

WHEREAS, on April 17, 2015, the City received an exemption from the requirements of Chapter 42 of the Texas Human Resources Code from the TDFPS regarding the Just for Kids Summer Day Camp program; and

WHEREAS, the TDFPS will not monitor the City’s Department’s youth recreation programs because the exempt status has been granted, and the TDFPS will not be responsible for investigating complaints regarding the City’s Department’s youth recreation programs, so that any complaints shall be made to the City’s Department; and

WHEREAS, the City’s standards of care for the City’s Department’s youth recreation programs must be adopted annually by the City Council, after public hearing, in order to maintain the exemption under Section 42.041(b)(14) of the Texas Human Resources Code; and

WHEREAS, the City’s standards of care, as amended, for the City’s Department’s youth recreation programs were unanimously approved by the Parks and Recreation Advisory Board, after a public hearing on February 3, 2025, with a recommendation that City Council adopt the same which are set forth in Exhibit “A”.

NOW THEREFORE BE IT ORDAINED by the City Council of Seguin, Texas:

SECTION 1. All of the above premises are found to be true and correct and are adopted into this ordinance as if fully set forth therein.

SECTION 2. The Seguin Code of Ordinances, Chapter 74, Parks and Recreation, is hereby updated with a revised Exhibit "A" which is attached to this ordinance.

SECTION 3. If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

SECTION 4. All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

SECTION 5. This ordinance shall be effective upon publication in accordance with the City's Charter and passage on second reading.

PASSED AND APPROVED on _____ 2025.

PASSED AND APPROVED on _____ 2025.

Donna Dodgen, Mayor

ATTEST:

Kristin Mueller, City Secretary

EXHIBIT A
[Attach Handbook/Standards of Care]

CITY OF SEGUIN



It's real.

To: City Council
Steve Parker

From: Melissa Reynolds, Director of Engineering & Capital Projects

Through: Rick Cortes, Deputy City Manager

Date: March 4, 2025

Subject: Resolution of the City Council of the City of Seguin, Texas awarding a bid in the amount of \$1,379,556.66 to D&D Contractors, Inc. for the Mays Creek GLO Phase I Drainage Project (a GLO CDBG-MIT Grant Project, Contract No. 22-085-008-D236); authorizing the City Manager to enter into a construction contract with D&D Contractors, Inc.; and declaring an effective date.

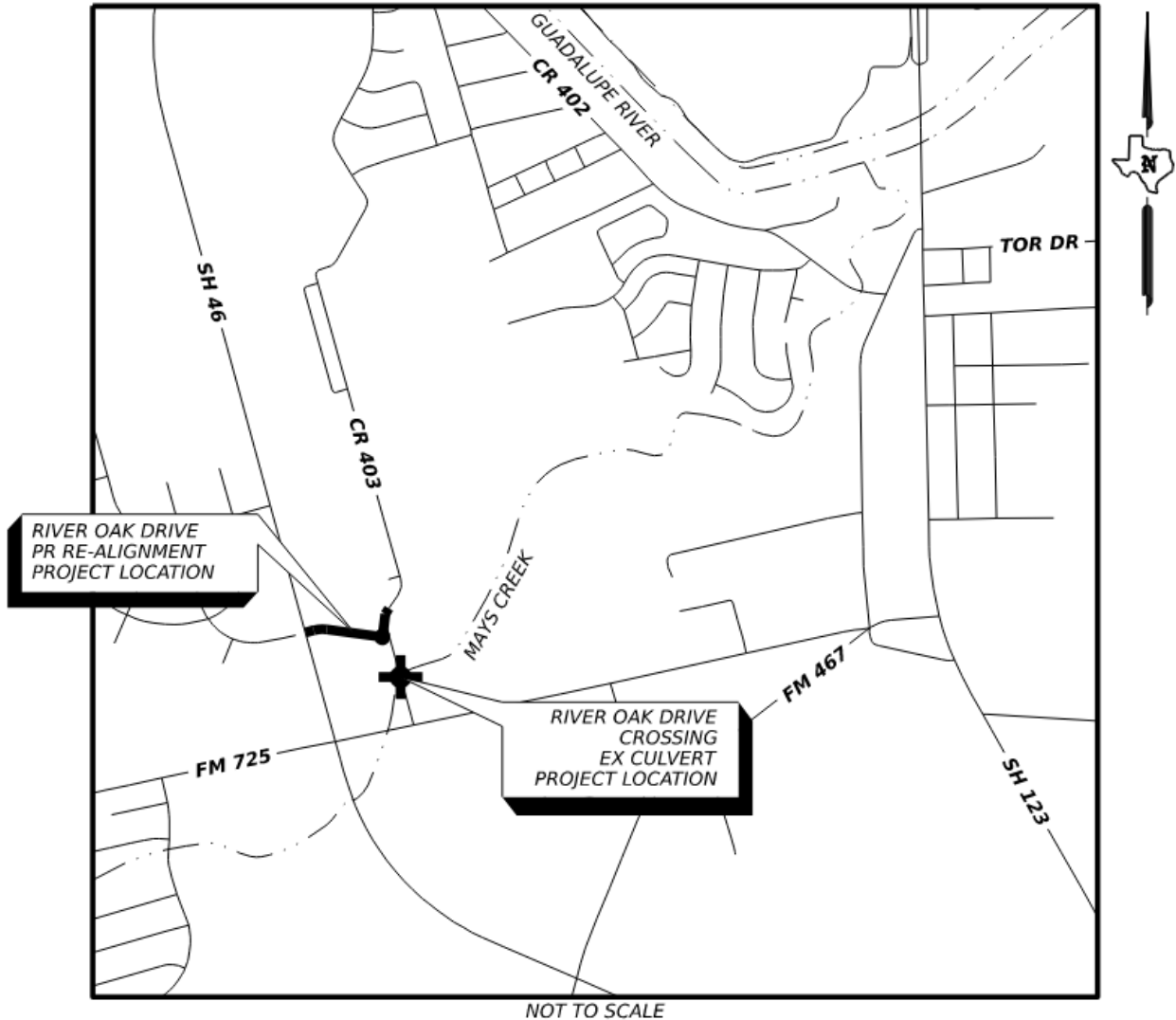
Historical Background

The City of Seguin was awarded a grant from the General Land Office for flood mitigation and infrastructure improvements in the amount of \$37,891,885.50. This grant is for construction of drainage improvements in the following four areas:

- Walnut Branch
- Mays Creek
- North Heideke
- North Guadalupe

In December 2021, City Council awarded project related engineering services to BGE, Inc.

Three sealed bids were received on February 11, 2025, for the above referenced project. The low bidder, D&D Contractors, Inc. has successfully completed similar work in the past 5 years. BGE conducted reference checks on similar projects provided by D&D Contractors, Inc. with their bid package and found that they have completed those projects to the satisfaction of the Owner. BGE completed a bid tab analysis comparing the bid prices of D&D Contractors, Inc. versus the engineer's estimate as well as a comparison of the other bidders.



Action Requested

It is recommended that the project be awarded to D&D Contractors, Inc. in the amount of \$1,379,556.66; provided all DBE, Federal, and State Requirements are met.

Procurement Methodology & Funding Source

Funding for this project has been secured through bonds, GLO CDBG-MIT grants.

Staff Recommendation

Staff recommends the construction contract be awarded to D&D Contractors, Inc. in the amount of \$1,379,556.66.

ATTACHMENTS

1. 2025.03.04 Resolution Mays Creek Construction Contract
2. Letter of Recommendation

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS AWARDING A BID IN THE AMOUNT OF \$1,379,556.66 TO D&D CONTRACTORS, INC. FOR THE MAYS CREEK GLO PHASE I DRAINAGE PROJECT (A GLO CDBG-MIT GRANT PROJECT, CONTRACT NUMBER 22-085-008-D236); AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH D&D CONTRACTORS, INC.; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City of Seguin was awarded a grant from the General Land Office for flood mitigation and infrastructure improvements; and

WHEREAS, the City was notified by the General Land Office that the Mays Creek Drainage Project (the "Project") was selected for grant funding; and

WHEREAS, the Mays Creek GLO Phase I Drainage Project includes flood mitigation and infrastructure improvements and

WHEREAS, the City contracted with BGE, Inc. to design the Mays Creek Drainage Project and assist in bidding of the project; and

WHEREAS, in response to the City's request the City received three sealed bids for the Mays Creek GLO Phase I Drainage Project; and

WHEREAS, the qualified bids ranged from a low base bid of \$1,379,556.66 submitted by D&D Contractors, Inc. to a high of \$1,607,694.62 submitted by E-Z Bel Construction, LLC, and

WHEREAS, after considering the bids, performing an extensive reference check by BGE, Inc. and evaluation bid amount per unit price, and concurrence with the General Land Office, the City recommends awarding the contract to the lowest bidder D&D Contractors, Inc. for the contract price of \$1,379,556.66.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Seguin, Texas:

SECTION 1. The City Council hereby awards the bid in the amount of \$1,379,556.66 to D&S Contractors, Inc. for the Mays Creek GLO Phase I Drainage Project.

SECTION 2. The City Manager, Steve Parker, is authorized to execute a construction contract with D&D Contractors, Inc. for the Mays Creek GLO Phase I Drainage Project.

SECTION 3. This resolution is effective on the date of its passing.

PASSED AND APPROVED THIS 4th DAY OF MARCH 2025.

Donna Dodgen
Mayor

ATTEST:

Kristin Mueller
City Secretary



February 20, 2025

Michael Sharp
City of Seguin
205 N River Street
Seguin TX, 78155

**RE: Bid Award Recommendation
GLO Mays Creek – Bid Package 1
GLO CDBG-MIT No. 22-085-008-D236
RFQ No. AF-2025-027**

Dear Mr. Sharp:

Sealed bids were received on February 11th, 2025 for the above referenced project. There was a total of three (3) bids received. A summary of the bids is as follows:

	Bid	
Engineer's Estimate	\$ 1,742,643.24	
Bidder	Bid	Rank
D&D Contractors, Inc.	\$ 1,379,556.66	1
J3 Company, LLC	\$ 1,519,959.00	2
E-Z Bel Construction, LLC	\$ 1,607,694.62	3

The low bidder, D&D Contractors, Inc. has successfully completed all required bidding documents and has active work in the past 5 years with the City of Seguin.

BGE completed a bid tab analysis comparing the bid prices of D&D Contractors, Inc. versus the engineer’s estimate as well as a comparison of the other bidders. A copy of the bid tab including engineer’s estimate and comparisons scenarios is attached.

For the bid analysis, we compared the low bidder’s prices against the Engineer’s estimate, the second lowest bidder’s prices, and the average prices of all bidder’s.


D&D Contractors’ bid is \$363,086.58 (20.8%) less than the Engineer’s estimate, \$140,402.34 (9.2%) less than the second lowest bidder (J3 Company, LLC) and \$184,270.15 (11.8%) less than the average of all non-low bidders. The discrepancy between the Engineer’s estimate and D&D’s price can be attributed to recent fluctuations in material pricing and the availability of recent bid prices. The Engineer’s estimate was developed utilizing TxDOT average low bid unit prices from the TxDOT – San Antonio District from the last three (3) months, twelve (12) months, TxDOT – statewide three (3) month, and twelve (12) months in that order based on availability.

Bid Award Recommendation
February 20, 2025
Page 2

The estimated quantities for bid items where the low bidder's price was outside the standard deviation of the non-low bidders were re-calculated to insure there are no errors in quantities such that correcting the quantities would not result in the lowest ultimate cost to the owner. There were no errors in quantities found.

Therefore, it is recommended that the project be awarded to D&D Contractors, Inc. in the amount of \$1,379,556.66.

Sincerely,


Shaun Spivey, P.E.
Senior Project Manager

Mays Creek GLO Phase I

ITEM #	BID CODE	SPEC #	DESCRIPTION	BID UNIT	QUANTITY	BGE ESTIMATE		D&D CONTRACTORS			EZBEL CONSTRUCTION LLC			J3 COMPANY LLC		
						UNIT PRICE	COST	UNIT PRICE	COST	PERCENT DIF	UNIT PRICE	COST	PERCENT DIF	UNIT PRICE	COST	PERCENT DIF
0100	6002		PREPARING ROW	STA	10	\$6,300.00	\$63,000.00	\$3,418.74	\$34,187.40	-45.73%	\$9,500.00	\$95,000.00	50.79%	\$5,500.00	\$55,000.00	-12.70%
0104	6001		REMOVING CONC (PAV)	SY	155	\$20.63	\$3,197.65	\$15.62	\$2,421.10	-24.29%	\$13.00	\$2,015.00	-36.98%	\$45.00	\$6,975.00	118.13%
0105	6023		REMOVING STAB BASE AND ASPH PAV (5")	SY	72	\$55.25	\$3,978.00	\$25.41	\$1,829.52	-54.01%	\$4.00	\$288.00	-92.76%	\$40.00	\$2,880.00	-27.60%
0106	6002		OBLITERATING ABANDONED ROAD	SY	1441	\$33.68	\$48,532.88	\$9.16	\$13,199.56	-72.80%	\$5.00	\$7,205.00	-85.15%	\$12.00	\$17,292.00	-64.37%
0110	6001		EXCAVATION (ROADWAY)	CY	71	\$17.03	\$1,209.13	\$21.16	\$1,502.36	24.25%	\$60.00	\$4,260.00	252.32%	\$40.00	\$2,840.00	134.88%
0110	6002		EXCAVATION (CHANNEL)	CY	11405	\$26.00	\$296,530.00	\$11.79	\$134,464.95	-54.65%	\$15.00	\$171,075.00	-42.31%	\$20.00	\$228,100.00	-23.08%
0132	6002		EMBANKMENT (FINAL)(DENS CONT)(TY A)	CY	2814	\$55.75	\$156,880.50	\$12.24	\$34,443.36	-78.04%	\$38.00	\$106,932.00	-31.84%	\$35.00	\$98,490.00	-37.22%
0161	6017		COMPOST MANUF TOPSOIL (4")	SY	14508	\$2.00	\$29,016.00	\$8.25	\$119,691.00	312.50%	\$5.92	\$85,887.36	196.00%	\$3.00	\$43,524.00	50.00%
0164	6021		CELL FBR MLCH SEED(PERM)(RURAL)(SANDY)	SY	14508	\$1.20	\$17,409.60	\$0.26	\$3,772.08	-78.33%	\$0.50	\$7,254.00	-58.33%	\$1.00	\$14,508.00	-16.67%
0164	6029		CELL FBR MLCH SEED(TEMP)(WARM)	SY	7254	\$1.08	\$7,834.32	\$0.13	\$943.02	-87.96%	\$0.45	\$3,264.30	-58.33%	\$1.00	\$7,254.00	-7.41%
0164	6031		CELL FBR MLCH SEED(TEMP)(COOL)	SY	7254	\$1.39	\$10,083.06	\$0.13	\$943.02	-90.65%	\$0.45	\$3,264.30	-67.63%	\$1.00	\$7,254.00	-28.06%
0166	6002		FERTILIZER	TON	1	\$1,921.67	\$1,921.67	\$2,729.79	\$2,729.79	42.05%	\$2,127.00	\$2,127.00	10.68%	\$2,500.00	\$2,500.00	30.10%
0168	6001		VEGETATIVE WATERING	MG	124	\$26.76	\$3,318.24	\$44.92	\$5,570.08	67.86%	\$80.00	\$9,920.00	198.95%	\$60.00	\$7,440.00	124.22%
0247	6041		FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS)	CY	1838	\$75.00	\$137,850.00	\$53.89	\$99,049.82	-28.15%	\$44.00	\$80,872.00	-41.33%	\$50.00	\$91,900.00	-33.33%
0260	6002		LIME (HYDRATED LIME (SLURRY))	TON	157	\$320.00	\$50,240.00	\$368.33	\$57,827.81	15.10%	\$300.00	\$47,100.00	-6.25%	\$315.00	\$49,455.00	-1.56%
0260	6011		LIME TRT (EXST MATL) (12")	SY	4655	\$15.00	\$69,825.00	\$8.94	\$41,615.70	-40.40%	\$5.00	\$23,275.00	-66.67%	\$13.00	\$60,515.00	-13.33%
0310	6009		PRIME COAT (MC-30)	GAL	932	\$11.18	\$10,419.76	\$5.13	\$4,781.16	-54.11%	\$4.00	\$3,728.00	-64.22%	\$4.00	\$3,728.00	-64.22%
0316	6001		ASPH (MULTI OPTION)	GAL	1164	\$6.85	\$7,973.40	\$5.90	\$6,867.60	-13.87%	\$4.60	\$5,354.40	-32.85%	\$5.00	\$5,820.00	-27.01%
0316	6193		AGGR(TY-D GR-5 SAC-B)	CY	40	\$155.29	\$6,211.60	\$166.84	\$6,673.60	7.44%	\$130.00	\$5,200.00	-16.29%	\$130.00	\$5,200.00	-16.29%
0341	6027		D-GR HMA TY-C SAC-B PG70-22	TON	513	\$114.72	\$58,851.36	\$156.57	\$80,320.41	36.48%	\$125.00	\$64,125.00	8.96%	\$135.00	\$69,255.00	17.68%
0360	6013		CONC PVMT (CONT REINF - CRCP)(10.5")	SY	93	\$98.00	\$9,114.00	\$160.42	\$14,919.06	63.69%	\$250.00	\$23,250.00	155.10%	\$220.00	\$20,460.00	124.49%
0402	6001		TRENCH EXCAVATION PROTECTION	LF	78	\$25.23	\$1,967.94	\$1.28	\$99.84	-94.93%	\$1.00	\$78.00	-96.04%	\$4.00	\$312.00	-84.15%
0450	6052		RAIL (HANDRAIL)(TY F)	SY	60	\$170.00	\$10,200.00	\$265.11	\$15,906.60	55.95%	\$185.00	\$11,100.00	8.82%	\$200.00	\$12,000.00	17.65%
0462	6099		CONC BOX CULV (6 FT X 2 FT)	LF	78	\$758.93	\$59,196.54	\$1,173.88	\$91,562.64	54.68%	\$850.00	\$66,300.00	12.00%	\$600.00	\$46,800.00	-20.94%
0464	6005		RC PIPE (CL III)(24 IN)	LF	20	\$97.50	\$1,950.00	\$280.39	\$5,607.80	187.58%	\$247.00	\$4,940.00	153.33%	\$225.00	\$4,500.00	130.77%
0465	6013		INLET (COMPL)(PCO)(3FT)(NONE)	EA	1	\$7,449.00	\$7,449.00	\$7,456.74	\$7,456.74	0.10%	\$14,000.00	\$14,000.00	87.94%	\$7,900.00	\$7,900.00	6.05%
0465	6233		INLET (COMP) (TY SIDEWALK BRIDGE)	EA	2	\$11,000.00	\$22,000.00	\$9,240.46	\$18,480.92	-16.00%	\$30,000.00	\$60,000.00	172.73%	\$16,500.00	\$33,000.00	50.00%
0466	6194		WINGWALL (PW - 2) (HW=5 FT)	EA	2	\$18,828.92	\$37,657.84	\$17,646.72	\$35,293.44	-6.28%	\$35,000.00	\$70,000.00	85.88%	\$15,000.00	\$30,000.00	-20.34%
0467	6388		SET (TY II) (24 IN) (RCP) (3: 1) (C)	EA	1	\$3,945.00	\$3,945.00	\$2,759.31	\$2,759.31	-30.06%	\$3,850.00	\$3,850.00	-2.41%	\$3,000.00	\$3,000.00	-23.95%
0496	6007		REMOV STR (PIPE)	LF	140	\$17.32	\$2,424.80	\$13.19	\$1,846.60	-23.85%	\$53.00	\$7,420.00	206.00%	\$25.00	\$3,500.00	44.34%
0500	6001		MOBILIZATION	LS	1	\$106,912.16	\$106,912.16	\$96,254.81	\$96,254.81	-9.97%	\$130,000.00	\$130,000.00	21.60%	\$140,000.00	\$140,000.00	30.95%
0502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	\$2,500.00	\$12,500.00	\$1,540.08	\$7,700.40	-38.40%	\$2,000.00	\$10,000.00	-20.00%	\$8,000.00	\$40,000.00	220.00%
0506	6002		ROCK FILTER DAMS (INSTALL) (TY 2)	LF	330	\$31.00	\$10,230.00	\$41.07	\$13,553.10	32.48%	\$36.00	\$11,880.00	16.13%	\$49.00	\$16,170.00	58.06%
0506	6011		ROCK FILTER DAMS (REMOVE)	LF	330	\$10.56	\$3,484.80	\$16.68	\$5,504.40	57.95%	\$10.00	\$3,300.00	-5.30%	\$17.00	\$5,610.00	60.98%
0506	6020		CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	234	\$34.66	\$8,110.44	\$26.95	\$6,306.30	-22.24%	\$22.50	\$5,265.00	-35.08%	\$41.00	\$9,594.00	18.29%
0506	6024		CONSTRUCTION EXITS (REMOVE)	SY	234	\$11.50	\$2,691.00	\$14.76	\$3,453.84	28.35%	\$5.00	\$1,170.00	-56.52%	\$19.00	\$4,446.00	65.22%
0506	6038		TEMP SEDMT CONT FENCE (INSTALL)	LF	1498	\$5.98	\$8,958.04	\$4.30	\$6,441.40	-28.09%	\$3.35	\$5,018.30	-43.98%	\$4.00	\$5,992.00	-33.11%
0506	6039		TEMP SEDMT CONT FENCE (REMOVE)	LF	1498	\$1.07	\$1,602.86	\$1.48	\$2,217.04	38.32%	\$1.50	\$2,247.00	40.19%	\$2.00	\$2,996.00	86.92%
0506	6040		BIODEG EROSN CONT LOGS (INSTL) (8")	LF	90	\$3.63	\$326.70	\$8.98	\$808.20	147.38%	\$7.55	\$679.50	107.99%	\$4.00	\$360.00	10.19%
0506	6043		BIODEG EROSN CONT LOGS (REMOVE)	LF	90	\$1.26	\$113.40	\$6.42	\$577.80	409.52%	\$1.00	\$90.00	-20.63%	\$2.00	\$180.00	58.73%
0529	6002		CONC CURB (TY II)	LF	266	\$32.50	\$8,645.00	\$31.44	\$8,363.04	-3.26%	\$35.00	\$9,310.00	7.69%	\$30.00	\$7,980.00	-7.69%
0529	6007		CONC CURB & GUTTER (TY I)	LF	322	\$47.84	\$15,404.48	\$53.68	\$17,284.96	12.21%	\$42.00	\$13,524.00	-12.21%	\$35.00	\$11,270.00	-26.84%
0530	6004		DRIVEWAYS (CONC)	SY	70	\$90.00	\$6,300.00	\$121.92	\$8,534.40	35.47%	\$150.00	\$10,500.00	66.67%	\$90.00	\$6,300.00	0.00%
0530	6005		DRIVEWAYS (ACP)	SY	68	\$23.45	\$1,594.60	\$48.77	\$3,316.36	107.97%	\$38.00	\$2,584.00	62.05%	\$60.00	\$4,080.00	155.86%
0531	6001		CONC SIDEWALKS (4")	SY	937	\$131.00	\$122,747.00	\$83.97	\$78,679.89	-35.90%	\$110.00	\$103,070.00	-16.03%	\$60.00	\$56,220.00	-54.20%
0531	6005		CURB RAMPS (TY 2)	EA	8	\$3,420.63	\$27,365.04	\$1,925.10	\$15,400.80	-43.72%	\$3,925.00	\$31,400.00	14.74%	\$2,500.00	\$20,000.00	-26.91%

Mays Creek GLO Phase I

ITEM #	BID CODE	SPEC #	DESCRIPTION	BID UNIT	QUANTITY	BGE ESTIMATE		D&D CONTRACTORS			EZBEL CONSTRUCTION LLC			J3 COMPANY LLC		
						UNIT PRICE	COST	UNIT PRICE	COST	PERCENT DIF	UNIT PRICE	COST	PERCENT DIF	UNIT PRICE	COST	PERCENT DIF
0536	6002		CONC MEDIAN	SY	64	\$175.00	\$11,200.00	\$138.60	\$8,870.40	-20.80%	\$130.00	\$8,320.00	-25.71%	\$85.00	\$5,440.00	-51.43%
0550	6001		CHAIN LINK FENCE (INSTALL) (6')	LF	44	\$48.00	\$2,112.00	\$99.30	\$4,369.20	106.88%	\$33.00	\$1,452.00	-31.25%	\$50.00	\$2,200.00	4.17%
0550	6004		GATE (INSTALL) (DOUBLE) (6' X 14')	EA	1	\$1,107.00	\$1,107.00	\$2,044.41	\$2,044.41	84.68%	\$4,500.00	\$4,500.00	306.50%	\$1,500.00	\$1,500.00	35.50%
0636	6002		ALUMINUM SIGNS (TY G)	SF	42	\$35.64	\$1,496.88	\$37.86	\$1,590.12	6.23%	\$35.00	\$1,470.00	-1.80%	\$50.00	\$2,100.00	40.29%
0644	6001		IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	6	\$757.90	\$4,547.40	\$1,315.49	\$7,892.94	73.57%	\$900.00	\$5,400.00	18.75%	\$625.00	\$3,750.00	-17.54%
0644	6002		IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM)	EA	2	\$644.00	\$1,288.00	\$1,796.76	\$3,593.52	179.00%	\$1,100.00	\$2,200.00	70.81%	\$825.00	\$1,650.00	28.11%
0644	6004		IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	4	\$842.36	\$3,369.44	\$1,649.16	\$6,596.64	95.78%	\$1,100.00	\$4,400.00	30.59%	\$855.00	\$3,420.00	1.50%
0644	6076		REMOVE SM RD SN SUP&AM	EA	3	\$145.24	\$435.72	\$142.44	\$427.32	-1.93%	\$350.00	\$1,050.00	140.98%	\$350.00	\$1,050.00	140.98%
0666	6036		REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	100	\$1.82	\$182.00	\$12.83	\$1,283.00	604.95%	\$3.00	\$300.00	64.84%	\$2.00	\$200.00	9.89%
0666	6048		REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	298	\$9.16	\$2,729.68	\$22.46	\$6,693.08	145.20%	\$10.00	\$2,980.00	9.17%	\$13.00	\$3,874.00	41.92%
0666	6054		REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	1	\$175.00	\$175.00	\$352.94	\$352.94	101.68%	\$350.00	\$350.00	100.00%	\$255.00	\$255.00	45.71%
0666	6078		REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	1	\$193.75	\$193.75	\$385.02	\$385.02	98.72%	\$450.00	\$450.00	132.26%	\$285.00	\$285.00	47.10%
0666	6102		REF PAV MRK TY (W)36"(YLD TRI)(100MIL)	EA	12	\$75.00	\$900.00	\$160.42	\$1,925.04	113.89%	\$55.00	\$660.00	-26.67%	\$82.00	\$984.00	9.33%
0666	6156		REFL PAV MRK TY I(Y)(MED NOSE)(100MIL)	EA	1	\$400.00	\$400.00	\$994.63	\$994.63	148.66%	\$250.00	\$250.00	-37.50%	\$439.00	\$439.00	9.75%
0666	6225		PAVEMENT SEALER 6"	LF	5679	\$0.77	\$4,372.83	\$1.03	\$5,849.37	33.77%	\$0.70	\$3,975.30	-9.09%	\$1.00	\$5,679.00	29.87%
0666	6226		PAVEMENT SEALER 8"	LF	100	\$0.92	\$92.00	\$2.57	\$257.00	179.35%	\$1.00	\$100.00	8.70%	\$1.00	\$100.00	8.70%
0666	6230		PAVEMENT SEALER 24"	LF	298	\$2.59	\$771.82	\$4.49	\$1,338.02	73.36%	\$3.00	\$894.00	15.83%	\$5.00	\$1,490.00	93.05%
0666	6231		PAVEMENT SEALER (ARROW)	EA	1	\$40.00	\$40.00	\$128.34	\$128.34	220.85%	\$35.00	\$35.00	-12.50%	\$126.00	\$126.00	215.00%
0666	6232		PAVEMENT SEALER (WORD)	EA	1	\$71.00	\$71.00	\$256.68	\$256.68	261.52%	\$75.00	\$75.00	5.63%	\$138.00	\$138.00	94.37%
0666	6233		PAVEMENT SEALER (MED NOSE)	EA	1	\$100.00	\$100.00	\$577.53	\$577.53	477.53%	\$50.00	\$50.00	-50.00%	\$157.00	\$157.00	57.00%
0666	6243		PAVEMENT SEALER (YLD TRI)	EA	12	\$10.00	\$120.00	\$96.26	\$1,155.12	862.60%	\$20.00	\$240.00	100.00%	\$46.00	\$552.00	360.00%
0666	6309		RE PM W/RET REQ TY I (W)6"(SLD)(100MIL)	LF	1809	\$0.81	\$1,465.29	\$5.78	\$10,456.02	613.58%	\$1.85	\$3,346.65	128.40%	\$2.00	\$3,618.00	146.91%
0666	6321		RE PM W/RET REQ TY I (Y)6"(SLD)(100MIL)	LF	3870	\$0.87	\$3,366.90	\$3.21	\$12,422.70	268.97%	\$1.85	\$7,159.50	112.64%	\$2.00	\$7,740.00	129.89%
0672	6007		REFL PAV MRKR TY I-C	EA	5	\$6.68	\$33.40	\$9.95	\$49.75	48.95%	\$10.00	\$50.00	49.70%	\$8.00	\$40.00	19.76%
0672	6009		REFL PAV MRKR TY II-A-A	EA	68	\$6.68	\$454.24	\$9.95	\$676.60	48.95%	\$10.00	\$680.00	49.70%	\$8.00	\$544.00	19.76%
0677	6002		ELIM EXT PAV MRK & MRKS (6")	LF	3372	\$2.39	\$8,059.08	\$3.27	\$11,026.44	36.82%	\$1.00	\$3,372.00	-58.16%	\$2.00	\$6,744.00	-16.32%
		SS1001	CRB-2 CURB AND GUTTER	LF	1500	\$56.10	\$84,150.00	\$22.46	\$33,690.00	-59.96%	\$45.00	\$67,500.00	-19.79%	\$35.00	\$52,500.00	-37.61%
			TOTAL				\$1,610,406.24		\$1,246,064.86			\$1,450,381.61			\$1,379,175.00	

SHSUD GLO MAYS WATERLINE REALIGNMENT - RIVER OAK DRIVE

ITEM #	BID CODE	SPEC #	DESCRIPTION	BID UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST		UNIT PRICE	COST		UNIT PRICE	COST
		31 23 33	WATERLINE REALIGNMENT TRENCH EXCAVATION SAFETY PRC	LF	710	\$5.00	\$3,550.00	\$2.57	\$1,824.70		\$1.00	\$710.00		\$10.00	\$7,100.00
		2091	WATERLINE REALIGNMENT SITE RESTORATION & DEMOBILIZA	LS	1	\$7,225.00	\$7,225.00	\$12,016.96	\$12,016.96		\$1,200.00	\$1,200.00		\$5,000.00	\$5,000.00
		2490	WATERLINE REALIGNMENT LOAMING AND HYDROSEEDING	SY	316	\$2.00	\$632.00	\$2.69	\$850.04		\$0.50	\$158.00		\$4.00	\$1,264.00
		33 05 05	WATERLINE REALIGNMENT 6" PVC C909 PIPE (OPEN TRANCH IN	LF	710	\$80.00	\$56,800.00	\$68.04	\$48,308.40		\$115.00	\$81,650.00		\$90.00	\$63,900.00
		WA-1	WATERLINE REALIGNMENT 12" STEEL ENCASEMENT (OPEN TR	LF	205	\$150.00	\$30,750.00	\$160.97	\$32,998.85		\$257.00	\$52,685.00		\$150.00	\$30,750.00
		WA-19	WATERLINE REALIGNMENT 6" GATE VALVE	EA	1	\$3,000.00	\$3,000.00	\$2,945.94	\$2,945.94		\$4,200.00	\$4,200.00		\$3,000.00	\$3,000.00
		33 05 05	WATERLINE REALIGNMENT 6" D.I. FITTINGS	TON	0.8	\$12,000.00	\$9,600.00	\$17,668.01	\$14,134.41		\$0.01	\$0.01		\$5,800.00	\$4,640.00
		33 05 05.31	WATERLINE REALIGNMENT HYDROSTATIC TESTING	EA	2	\$5,000.00	\$10,000.00	\$2,202.15	\$4,404.30		\$3,000.00	\$6,000.00		\$2,500.00	\$5,000.00
		WA-46	WATERLINE REALIGNMENT 2" TEMPORARY BLOW OFF	EA	4	\$2,500.00	\$10,000.00	\$4,002.05	\$16,008.20		\$2,500.00	\$10,000.00		\$4,500.00	\$18,000.00
		WA-34	WATERLINE REALIGNMENT DETECTION WIRE & TAPE	LF	710	\$1.00	\$710.00		\$0.00		\$1.00	\$710.00		\$3.00	\$2,130.00
			TOTAL				\$132,267.00		\$133,491.80			\$157,313.01			\$140,784.00

PROJECT TOTAL:

\$1,742,673.24

\$1,379,556.66

\$1,607,694.62

\$1,519,959.00

**PUBLIC WORKS**

TO: Mayor Dodgen
City Council
Steve Parker, City Manager

FROM: John Donnelly, Director of Public Works

DATE: March 4, 2025

SUBJECT: CONTINENTAL DRIVE EMERGENCY PIPE REPLACEMENT

Emergency repair on Continental Drive to replace two arch pipes that are steel and rusting out under the road causing safety hazards to the area. The pipes to be replaced with concrete rigid pipe with 6 to 1 treatments to meet TxDot specifications. Road will be repaved and restriped after work is completed.

The contract was awarded to D&D Sitework & Utilities in the amount of \$157,976.46 (bid attached).



To: City Of Seguin	Contact: John Donnelly
Address: 205 North River Seguin, TX 78155	Phone: Fax:
Project Name: Vitesco Tech Dr.	Bid Number: KD 25-019
Project Location: Seguin, Texas	Bid Date: 2/14/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	\$9,413.07	\$9,413.07
2	Traffic Control Plan And Barricades	1.00	LS	\$6,447.30	\$6,447.30
3	Removal Of Existing CMP	1.00	LS	\$6,073.16	\$6,073.16
4	Install New 19.5" X 28.75" RCP Arch Pipe	200.00	LF	\$339.10	\$67,820.00
5	Flowable Fill	45.00	CY	\$223.56	\$10,060.20
6	Concrete SETs	2.00	EACH	\$7,092.04	\$14,184.08
7	Asphalt Paving	5,500.00	SF	\$7.41	\$40,755.00
8	Striping	1.00	LS	\$3,223.65	\$3,223.65

Total Bid Price: \$157,976.46

Sub Alternate 1

9	CMP Arch Pipe 19" X 28.75"	200.00	LF	\$187.56	\$37,512.00
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Notes:

- The Sub Alternate to replace item 4 from RCP to CMP since we are concrete encasing the culverts for a savings of \$30,298.00

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: D&D Contractors Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
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STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, APPROVING THE EXPENDITURE FOR THE EMERGENCY REPAIR WORK TO REPLACE PIPES UNDER CONTINENTAL DRIVE; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seguin identified an urgent need to replace two steel arch pipes under Continental Drive, which were deteriorating, creating safety hazards to the surrounding area; and

WHEREAS, the City of Seguin proceeded with emergency repairs, including the replacement of the damaged pipes with concrete rigid pipe and 6 to 1 treatments meeting TxDOT specifications, to mitigate safety risks and prevent further damage; and

WHEREAS, the road will be repaved and restriped upon completion of the pipe replacement to restore the road to its proper condition and ensure the safety of all users; and

WHEREAS, due to the urgent nature of the repairs, the City utilized D&D Sitework & Utilities to perform the necessary emergency repairs, and the total expenditure for the repairs amounts to \$157,976.46; and

WHEREAS, the City Council now desires to ratify the emergency repair work and expenditure with D&D Sitework & Utilities, with no work having been performed until such time as the Council approves this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas:

Part 1. The City Council of Seguin, Texas, hereby ratifies the purchase and emergency repair work to replace the deteriorated pipes under Continental Drive, including the associated road repaving and restriping, in the amount of \$157,976.46 with D&D Sitework & Utilities.

Part 2. The City Manager is authorized to execute all necessary documents related to the emergency repair work and expenditure with D&D Sitework & Utilities.

Part 3. This purchase is exempted from formal procurement pursuant to Texas Local Government Code Section 252.002 (a)(2) and (a)(3).

Part 4. This Resolution is effective from and after the date of its passage.

PASSED AND APPROVED this 4th day of March 2025.

ATTEST:

DONNA DODGEN
MAYOR

Kristin Mueller, City Secretary

Memorandum

To: Mayor and City Council Members
Steve Parker, City Manager

From: Randy Kell, Director of Facilities

Through: Rick Cortes, Deputy City Manager

Subject: Resolution authorizing the City Manager to purchase and install a new 30' x 60' modular building for use by IT at the Utility Operation Center; and declaring an effective date

Date: March 4, 2025

Background

As the city grows, so does the need for new employees. The IT needs for the city have increased which requires additional staff. The IT department currently occupies an area in the Utility Operations Center. Staff are sharing office space right now. Most offices support two and even three people. They are also out of storage space. We are developing a long term plan for a new facility, but have an immediate need for space to allow for both IT and Utility department growth. Our temporary solution is a triple wide modular building. Boxx Modular Buildings can provide us with a triple wide that has 7 private offices, two restrooms, and an open space to allow for 6 - 8 cubicles. This will free up space in UOC for Utility department growth and allow for IT growth. Once we have finalized and completed a permanent facility for IT, this modular building can be re-purposed or sold.

Action Requested

Consider a resolution authorizing the purchase of a 36' x 60' Modular Office to include all ADA ramps and steps required for accessibility, for use by the IT department..

Procurement Methodology & Funding Source

Boxx Modular Inc. is a vendor under TIPS purchasing coop contract number 24020201. They have provided us a proposal for the a 36' x 60' modular building, all ramps, and steps, for \$292,135.00. Funding for this was approved for FY25 using Building and Infrastructure Funds.

Staff Recommendation

It is recommended the proposal be approved in the amount of \$292,135.00.

ATTACHMENTS

1. Resolution – Purchase and Installation of a 36' x 60' Modular Building for IT.
2. Boxx Modular Inc. proposal (Project #Q-82960).

STATE OF TEXAS

A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF A MODULAR BUILDING FOR THE IT DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS.

WHEREAS, the City of Seguin is experiencing growth that has increased the need for additional staff, particularly within the Information Technology (IT) department; and

WHEREAS, the current office space allocated for the IT department at the Utility Operations Center (UOC) is insufficient to accommodate the department's expanding needs, as staff are sharing office space and storage is at capacity; and

WHEREAS, a long-term plan for a new facility is being developed, but an immediate solution is necessary to provide adequate space for both IT and Utility departments to grow; and

WHEREAS, a temporary solution in the form of a triple-wide modular building has been identified, which will provide seven private offices, two restrooms, and an open space to accommodate six to eight cubicles; and

WHEREAS, Boxx Modular Inc. has provided a proposal for a 36' x 60' modular office building, which includes all required ADA ramps and steps for accessibility, at a cost of \$292,135.00; and

WHEREAS, Boxx Modular Inc. is a vendor under the TIPS purchasing coop contract number 24020201, which complies with the City's procurement policies; and

WHEREAS, funding for this purchase has been approved in the FY25 budget using Building and Infrastructure Funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of City of Seguin that the purchase and installation of a 36' x 60' modular office building in the amount of \$292,135.00 from Boxx Modular Inc. is hereby approved; and that the City Manager is hereby authorized to execute the necessary documents and agreements to effectuate this purchase and installation.

PASSED AND APPROVED on this the 4th day of March 2025.

ATTEST:

DONNA DODGEN
MAYOR

Kristin Mueller, City Secretary

This proposal is valid for 10 calendar days

modular project **PROPOSAL**

February 24, 2025

BOXX Project: Q-82960

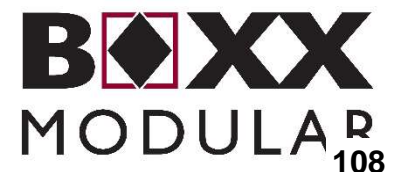


City of Seguin
36x60 Modular Building Purchase

3027 N Austin St Seguin, TX 78155

BOXX Modular, Inc. (Corporate Office)
3475 High River Road | Fort Worth, TX | 76155

(877) 966-7839 | BOXXModular.com | ussales@boxxmodular.com



February 24, 2025

City of Seguin
Randy Kell
816 Fred Byrd Drive
Seguin, TX 78155

RE: Modular project in Seguin, TX

Dear Randy,

We are pleased to have the opportunity to submit this proposal which has been carefully tailored to address your individual space requirements.

BOXX Modular has been committed to providing quality products, services, and customer satisfaction to both the public and private sectors since 2010. Our expertise in development and execution of wide-ranging space solutions affords us the distinct satisfaction of fulfilling each of our client's modular construction needs.

Proposal Contents (attached):

- Price Detail
- Floor Plan
- Specifications
- Delineation of Responsibilities
- Estimated Project Schedule
- Clarifications
- References

It is our goal to meet your specific needs, so please be certain to thoroughly review each attachment included in this proposal to ensure you completely understand the pricing, product, and service we are proposing.

Please do not hesitate to contact me for answers to any questions or concerns you may have regarding our proposed solution. It would be our pleasure to partner with you on this important project. Thank you for your consideration.

Sincerely,

Ashton House
Sales

Project #Q-82960
February 24, 2025

modular project Sale Price Detail

This proposal is valid for 10 calendar days

BASE PRICE

Scope of Work Description \$292,135.00,

New 36x60 Modular Office

Includes:

-Standard delivery

(Truck & trailer)

-Standard installation

(Block/level/anchor/skirt)

(1) ADA straight ramp, (1) 10x18 deck with canopy and (1)step, (1) Step platform and (1) step with canopy (estimated sq: 679) (Site built ramps/decks/platforms/steps are wooden pressure treated, canopies are wooden pressure treated frames and R-Panel roof material)

-Foundation Plan

Base Price Total: **\$292,135.00**

OPTIONS

Initials = Selected

Option Description

1) Optional power wash or repaint (touch up) of building upon arrival to remove any road debris accumulated in transport \$825.00 one-time charge

Site built steps/ramps/decks/canopies are site specific and assume a level site, pricing is based on 679 sq ft. If additional sq ft is needed based on the site itself, pricing could increase, official design of decks/ramps/steps/canopies are determined on site



Pricing excludes all applicable taxes. Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Unless otherwise specified, **Proposal is valid for 10 calendar days from the "Proposal Date"**. BOXX Modular's willingness to enter into a contract at the price and/or terms of payment proposed is **contingent upon satisfactory credit review and approval**. Pricing is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.

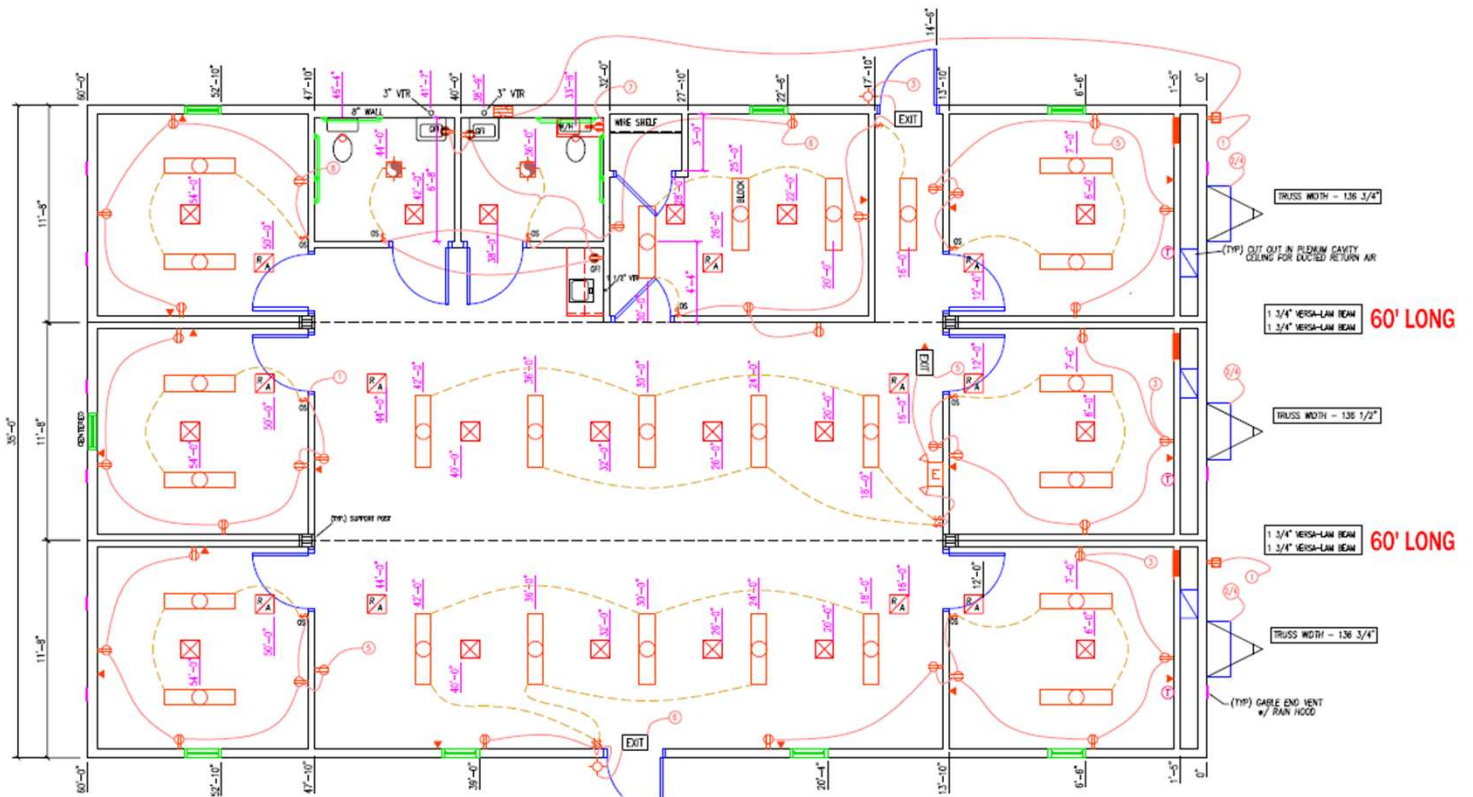
Initials: _____

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BUILDING LAYOUT



Initials: _____

MODULAR BUILDING INFORMATION

<u>Unit No(s).</u>	<u>Unit Size(s)</u>	<u>State(s) Coded</u>	<u>Building Description</u>
New	36x60'	TX	Modular Office

SPECIFICATIONS

# of Units	U/M	Description
<u>Frames</u>		
8	Each	New Brake axles Per Building w/New Tires (14 Ply Tires)
6	Each	New Idler axles Per Building w/New Tires (14 Ply Tires)
3	Each	Detachable Hitch
3	Each	Outrigger Frame (I-Beam Spacing 99-1/2" on 12 & 14)(75-1/2 on 8 & 10)
3	Each	12 x 60 Size Trailer 12" I-Beam
<u>Floors</u>		
2160	SqFt	Bottom Board - 5 mil
2160	SqFt	23/32" Advantech T&G Floor Decking, Single Layer
2160	SqFt	1/8" Commercial Block Tile
2160	SqFt	2 x 8 Floor Joist (16" O.C.)
2160	SqFt	R-30 unfaced Insulation
56	LinFt	2-1/2" Aluminum Bar Shipped Loose (Mateline)
<u>Int Walls</u>		
194	LinFt	2 x 4 x 8 @ 16" o.c., 1/2" VCGYP - interior walls
1		Interior Standard Moulding
280	SqFt	R-11 unfaced Insulation - Restroom Walls Only
1536	SqFt	R-21 unfaced Insulation Exterior Walls (2 x 6 walls)
10	Each	36 x 80 Prefinished Almond 6-Panel
10	Each	Floor Door Stop
8	Each	Tell Passage Lever Lock-----LT3575
2	Each	Tell Privacy Lever Lock-----LT3576
192	LinFt	2 x 6 x 8' @ 16"o.c., 1/2" VCGYP (Exterior)
117	LinFt	Single Partitions
77	LinFt	Double Mateline Wall Partitions

Initials: _____

MODULAR BUILDING INFORMATION

<u>Unit No(s).</u>	<u>Unit Size(s)</u>	<u>State(s) Coded</u>	<u>Building Description</u>
New	36'x60'	TX	Modular Office

SPECIFICATIONS

Roofs

2160	SqFt	Seaspray Ceiling Material
1		NOTE: Seaspray Ceiling Material - Foamed to Truss
1		NO HURRICANE STRAPS ON UNITS
240	LinFt	1.75" Microlam Ridge Beam
2160	SqFt	R-49 unfaced Insulation
180	LinFt	Transverse Roof Design - hard ceiling @ 24"o.c. (1/8" slope)
2160	SqFt	EPDM Rubber Roof .045 over 7/16" FR Decking "BLACK"

Plumbing

1	Each	CPVC Supply lines
1	Each	PVC Waste Stub-Outs Only

Plumbing

2	Each	(1)18" GRAB BAR, (1) 36" GRAB BAR, (1) 42" GRAB BAR PER ADA RR
2	Each	Toilet Paper Roll Holder - Std. Single
2	Each	Handicap Toilet
2	Each	Wall Hung Lav w/Faucet & 18x36 Mirror
1	Each	Bar Sink w/Gooseneck Faucet
1	Each	4 Gallon Eemax water heater in cabinet

Electrical

3	Each	100 amp Sgl.Phase Standard Panel Box
1		Copper Romex
1		20 amp Standard Recept.(Specification Grade)
1		ALL LIGHTS ARE LED
1	Each	Emergency Light w/Battery Pack
2	Each	Exit Sign w/Battery Pack
26	Each	4' 2-Bulb Wrap Around (Surface Mounted) LED
2	Each	Porch Light w/Photocell - LED
1	Each	Heat Tape Receptacle Under Building
1	Each	110V Dedicated Recept. for Water Heater 20 amp
2	Each	Exterior Ground Fault Recept. w/cover
3	Each	Ground Fault Recept. w/Cover
16	Each	J-Box w/ 1/2" Floor Stub Out (2 x 4 box - Blank Cover)
1	NOTE	All switch's are 20 amp Specification Grade
11	Each	Motion Occupancy Sensor "Wall" Motion Switch

Initials: _____



MODULAR BUILDING INFORMATION

<u>Unit No(s).</u>	<u>Unit Size(s)</u>	<u>State(s) Coded</u>	<u>Building Description</u>
New	36'x60'	TX	Modular Office

SPECIFICATIONS

HVAC

162	LinFt	Supply Ceiling Ducted Fiberglass 1.5" (R-6.5)
3	Each	3 ton 10kw
1	NOTE	*HVAC IS NOT WARRANTED IF RUN ON GENERATORS*
150	LinFt	Return - Ceiling Ducted Fiberglass
3	Each	Gable End Vents as Required
2	Each	80 CFM light/fan combination
36	LinFt	Plenum Wall Lined w/Gypsum
11	Each	10 x 10 RAG Ceiling
18	Each	10 x 10 Ceiling Supply
3	Each	7-Day Programmable Thermostat

Ext Doors

1	NOTE	NO PAINT ON ALUMINUM DOORS
2	Each	36 x 80 Heavy Duty Aluminum w/V-Block 4"x24" Lever Lock (ADA)
1	NOTE	AWNINGS SUPPLIED & INSTALLED BY OTHERS ON SITE

Windows

8	Each	1" Vinyl Mini Blinds - White
8	Each	Vertical Slider 24 x 60 White Vinyl/Low E insulated 1/1

Siding

192	LinFt	26 Ga Hi-rib Steel with 7/16" OSB and house wrap
2	Each	9" End Cap on Hi-Rib Units (1 Kit Per Mateline)
8	Each	Window trim out for Hi-Rib Steel
192	LinFt	26 ga. Hi-Rib Steel Mansard (2x6 Top Rail)

Initials: _____

BOX

MODULAR

Project #Q-82960
February 24, 2025

modular project
Specifications

MODULAR BUILDING INFORMATION

<u>Unit No(s).</u>	<u>Unit Size(s)</u>	<u>State(s) Coded</u>	<u>Building Description</u>
New	36'x60'	TX	Modular Office

SPECIFICATIONS

Furniture

4	LinFt	Formica Base Cabinet w/Formica Counter Top
4	LinFt	Formica Overhead Cabinet

Seals

3	Each	Georgia Export Seal 1 per floor
3	Each	Texas (2015 IBC)

Initials: _____

BOX

MODULAR

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modular project

Project #Q-82960
February 24, 2025

Delineation of Responsibilities

Division	Sub	Description	BOXX	Owner	NA
DIVISION 1 : GENERAL CONDITIONS					
	1011	Performance Bonds			X
	1040	Building Permits/License		X	
	1500	Temporary Heat/Lighting		X	
		Portable Toilets		X	
		Temporary Water & Power		X	
	1502	Site Cleanup/Dumpster		X	
	1700	Closeout/Acceptance		X	
	1900	Miscellaneous		X	
		Taxes		X	
		Prevailing Wage Scale (Davis-Bacon)			X
		Safety and Security Access Requirements For Workers		X	
		Project Terms of Payment	X		
		Invoicing Procedure	X		
DIVISION 2 : SITE WORK					
	2000	Site Work		X	
		Accessibility		X	
		Stake Site/Building Location		X	
	2160	Excavation & Grading		X	
		Spoilage Disposal		X	
		Erosion Control		X	
	2660	Final Connection of Domestic Water To Hot Water Heater (including modular seam crossover piping in ceiling)		X	
	2740	Final Connection of Sewer To Building (including manifolds in crawlspace and vents thru roof)		X	
	2900	Landscaping / Fine Grading		X	
		Seeding		X	
		Restoration		X	
DIVISION 3 : Concrete (SITE ONLY)					
	3300	Foundations		X	
DIVISION 5 : Metals (SITE ONLY)					
	5000	Decks/Landings/Ramps (Engineered Aluminum)			X
DIVISION 6 : WOOD & PLASTIC (SITE ONLY)					
	6670	Decks/Landings (Pressure Treated Wood)	X		
DIVISION 9 : FINISHES (SITE ONLY)					
	9650	VCT Flooring with / without carpet bar	X		
	9680	Carpeting with / without carpet bar			X

Initials: _____

modular project

Project #Q-82960
February 24, 2025

Delineation of Responsibilities

Division	Sub	Description	BOXX	Owner	NA
DIVISION 10 : SPECIALTIES (SITE ONLY)					
	10100	Marker/Chalk/Tack Boards		X	
	10425	Signage/Braille		X	
	10520	Fire Extinguishers		X	
	10532	Awnings		X	
	10800	Toilet Accessories		X	
DIVISION 13 : BUILDING (MODULAR BUILDING)					
	13121	Delivery Of Modular Units To Site Including Transp. Permits	X		
	13122	Piers	X		
		Dry-Stack Block/Steel Piers On ABS Pads	X		
		Surface Bond Dry Stack			X
	13123	Set-up	X		
		Structurally Connect Modular Floors & Roofs	X		
		Remove Hitches (Store Under Bldg. If stored in different location, may be an additional cost)	X		
	13125	Trim Out Exterior & Interior Walls/ Ceiling/Floors/Adjust Doors	X		
	13126	Anchor Modular Units Per Design Criteria	X		
	13127	Vinyl Skirting (Frame, Venting, Access Panel Included)	X		
	13128	Roof Seaming	X		
	13151	Site Construct Connector Corridors			X
DIVISION 16 : ELECTRICAL (SITE ONLY)					
	16410	Connect Electrical Service From Site to Modular Subpanels		X	
		Main Disconnect For Modular Building Connection		X	
		Supply and Install MDP		X	
	16610	Fire / Smoke Alarm Systems		X	
	16620	Security Intrusion System		X	
	16740	Clocks/Bells		X	
	16750	Communication Systems in Modular		X	
		Tap & Extend Existing Comm Service To Site		X	
		Final Connection of Comm System in Modular		X	
	16770	Data Systems in Modular		X	
		Tap & Extend Existing Data Service To Site		X	
		Final Connection of Data System in Modular		X	

Initials: _____

This proposal is valid for 10 calendar days

TIMELINE

<u>Estimated Completion</u>	<u>Milestone Description</u>
-----------------------------	------------------------------

30-60 days after contract is in place and payments are received.	
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SCHEDULE NOTES

Additional Information

Delivery and Install: Approximately 1-3 weeks

Above process starts once the contract is in place, and downpayment is received. Payment before delivery must be received before delivery and install phase starts.

Any Project Schedule provided with the Proposal is an estimate. Project Schedule will be confirmed at or around the time of Award and may be subject to change orders throughout the Project. Project schedule is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.

Initials:



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Terms & Exclusions

Project #Q-82960
February 24, 2025

Terms

1.	Unless otherwise specified, Proposal is valid for 10 calendar days from the "Proposal Date". Building costs and production schedules change daily. At expiration of validity period Price and Delivery are subject to change without notice until Proposer accepts Order.
2.	BOXX's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval
3.	Proposal pricing and project schedule is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.
4.	Any Project Schedule provided with the Proposal is an estimate. Project Schedule will be confirmed at or around the time of Award, and may be subject to change orders throughout the Project.
5.	Unless otherwise agreed in writing, BOXX will not accept any Liquidated or other damages for delays.
6.	Prior to start of its Work, BOXX shall provide a proper Certificate of Liability Insurance and Worker's Compensation. Unless otherwise agreed in writing, "All Risk" and other special insurance is not provided by BOXX. As of the time of Substantial Completion, or as otherwise agreed, Buyer shall be responsible to insure the building(s), providing insurance coverage in the types and limits as may be required by the contract to adequately protect the interests of all applicable parties.
7.	Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Customer is responsible for paying a personal property fee of eight percent (8%) of the monthly rent (or lease) payment to BOXX.
8.	Unless otherwise agreed to in advance as a condition of the Contract, price assumes the use of non-union labor at non-prevailing wages. Any requirement for the payment of prevailing wages or the use of union labor will result in additional charges.
9.	BOXX will take reasonable protective precautions to avoid damage to property and equipment. BOXX will not accept responsibility for damage caused to paved or unpaved surfaces due to weight of heavy equipment.
10.	TITLE – BOXX Modular, Inc. will retain title to the work until such time that they have been paid in full for the delivery, installation and either direct sale or receipt of all amounts due to complete the finance lease of the building(s). BOXX does not waive its rights to retain title and/or to place a lien or claim against the Owner/Buyer/Lessee if it becomes reasonably necessary in order to protect BOXX's interests.
11.	INDEMNIFICATION – BOXX Modular, Inc. will indemnify Owner/Buyer/Lessee to the extent that they are legally responsible and permitted by BOXX's insurance carrier.
12.	START AND COMPLETION DATES - The contract Start Date shall be upon receipt of award and an executed contract. Barring any unforeseen delays, The Completion Date will be in accordance with bid specifications and the attached Schedule (to be confirmed upon receipt of award). BOXX is not responsible for any delays or damages beyond its control including material shortages, strikes or union activity, fire, acts of God, freight embargoes, acts of war or terrorism, delays by regulatory or permit authorities, delays by the Owner or Architect or any employed by them, or any cause of delay beyond the control of BOXX. In no event shall BOXX be responsible for consequential or actual damages.
13.	Labor will be non-union at non-prevailing wages unless required by contract

Exclusions

<i>X = Excluded</i>	
X	1. Impact fees
X	2. All applicable taxes (sales, property & use)
X	3. Bonding
X	4. Special insurance
X	5. Cranes and additional spotting apparatus
X	6. Fire suppression system
X	7. Site security (<i>unless otherwise stated</i>)
X	8. Landscaping, irrigation, paving, walkways, curbing, and site restoration
X	9. Tap fees and lift station (if required)
X	10. Exterior fire rating
X	11. Architect and engineering fees
X	12. Rock removal
X	13. Off-site spoilage removal
X	14. Site utilities and connections to modular building – includes electric, gas, water, and sewer or septic
X	15. Communications services and connection – including but not limited to telephone, data, intercom, intrusion alarm, smoke & fire alarm
X	16. Lightning protection
X	17. Temporary access roads and walkways
X	18. Removal, repair, and/or replacement of obstructing fences, walls or gates
X	19. Temporary electric and water (contractor will supply power source for own tools and equipment)
X	20. Portable toilets
X	21. Laboratory and field testing of materials
X	22. Dedicated full-time site supervisory personnel (foreman will supervise work unless other provisions are required per the contract)
X	23. Costs associated with easement(s)

Initials: _____

Project #Q-82960
 February 24, 2025

modular project Site Requirements

Site Requirements

<i>X = Applicable</i>	
X	1. No provisions allowed for obstructions below grade. If encountered, they would be a change order to the contract at an additional charge
X	2. The site must be level, dewatered, and accessible by truck with adequate turning radius and clearance from road to the site for delivery
X	3. Assumes site with 3,000 psf soil bearing capacity, bearing tests to be provided by Customer
X	4. All site plans and surveys to be provided by Customer
X	5. All underground utilities are to be clearly marked and flagged
X	6. Customer is responsible for obtaining and the cost of all permits, licenses, and Certificate of Occupancy
X	7. Due to volatility in fuel prices delivery charges are subject to a fuel surcharge.
X	8. Staging area adjacent to installation site, including any site improvements required to make it usable, by Customer
X	9. Where applicable, wheels and axles will remain on module(s), but may be removed and stored under for an additional fee
X	10. Site preparation by Customer
NA	11. Building removal, return delivery, and site restoration will be billed at prevailing rates at time of return
X	12. Main electrical service to building panels by Customer
X	13. Customer is solely responsible to inform BOXX Modular if site location is in a flood or fire zone
X	14. Customer is responsible for building maintenance

Initials: _____



Important Clarifications

Project #Q-82960
February 24, 2025

- Typical standard building sealed plans will include a cover page with notes/codes/calculations, floor plan with dimensions/electrical/plumbing/mechanical on same page, typical elevation (NOT job specific), and a standard typical cross section (NOT job specific and may have actual roof designed truss attached).
- Any additional detail needed on sealed prints, other than what is typically provided will result in additional charges.
- Standard delivery is with truck and trailer and is based on standard height of 14'6". Final height will be determined at time of engineering. If final ship height exceeds 14'6" a change order will be required for any additional transport cost
- Standard installation assumes clear access and level site.
- Typical blocking & tie down plans are non-site-specific using ABS pads and single dry stacked CMU blocks.
- Customer is responsible for removing any vegetation under footprint of building install.
- Customer is responsible for meeting any local codes for underpinning ventilation
- Standard set height is no more than three (8"x8"x16") blocks high or 42" finished floor height. Greater than 42" due to site conditions will require double stacking not to exceed 60" finished floor height. High set will require a change order for additional cost.
- Deck/step/ramp is using treated lumber and provided as an estimate. Actual cost to be determined by final design.
- Standard payment terms are Net 30. For sales invoicing will be 25% down, 65% prior to delivery and 10% at substantial completion.
- Standard lease down payment: 1 month down, 1 month deposit, 50 percent upfront. Balance of payment for upfronts due at commencement date of lease. (Plus tax is applicable on down payment requirements of rental deposits and upfronts)
- Pricing and building layout are subject to availability
- Pricing is subject to change based on BOXX site Inspection by BOXX for access and staging.

Initials: _____

Project #Q-82960
February 24, 2025

modular project

Proposal Acceptance

This proposal is valid for 10 calendar days due to rapid and unpredictable cost increases.

Pricing and project schedule is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.

City of Seguin

February 24, 2025

Signature

Print Name

Acceptance Date

BOXX Modular builds for you!



AWARDED VENDOR

BOXX
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Memorandum

To: Mayor and City Council Members
Steve Parker, City Manager
From: Terri Lynn Ruckstuhl, Senior Utilities Engineer
Through: Timothy J. Howe, Director of Utilities and Rick Cortes, Deputy City Manager
Subject: Resolution authorizing the City Manager to enter a Professional Services contract with Freese and Nichols, Inc., for engineering services related to update the 2022 Water and Wastewater Master plan capital projects; and declaring an effective date
Date: March 4, 2025

Historical Background

Freese and Nichols, Inc. (FNI) prepared the City's 2022 Water and Wastewater Masterplan which includes a schedule of capital improvement projects to meet future demands on the collection and distribution systems. Because of the number of projects and the impact of development on the City's rate structure, it is critical to evaluate the current and projected growth to determine if the proposed projects in the 2022 Master plans remain current. The intent of this study is to update the 5-year capital improvement plan (CIP) for the collection and distribution systems. On March 19, 2024, Council approved FNI's proposal for a study to update the City's water / wastewater 5-year CIP in preparation for the FY25 budget season. This study continues to ensure smart use of rate payer money with a constant measure of the City's growth and impact on rates

Action Requested

Consider a resolution authorizing FNI to perform a study to update the City's water/wastewater 5-year CIP in preparation for the FY26 budget season.

Procurement Methodology & Funding Source

FNI provided the City's Utilities Department with a proposal in the amount of \$92,560.00 for a study to update the City's water/wastewater 5-year CIP in preparation for the FY26 budget season.

Funding for this project has been secured through certificates of obligation.

Staff Recommendation

It is recommended the proposal be approved in the amount of \$92,560.00.

ATTACHMENTS

- 1. Resolution – Update the 2022 Water and Wastewater Master Plan capital Projects
2. FNI Professional Service Agreement - FY26 Water and Wastewater Capital Improvements Plan Update

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$92,560.00 WITH FREESE AND NICHOLS ENGINEERING SERVICES RELATED TO A REVIEW AND UPDATE OF THE CITY’S 2022 WATER AND WASTEWATER MASTERPLAN; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the 2022 Water and Wastewater Masterplan developed a Capital Improvement Plan forecast; and

WHEREAS, the Water and Wastewater rate structure is impacted the City’s capital improvement projects; and

WHEREAS, a professional services proposal was obtained from Freese and Nichols to review and update the current 5-year Capital Improvement Plan; and

WHEREAS, city staff recommends entering into a Professional Service Agreement with Freese and Nichols for this project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas:

Part 1. The City Council of Seguin, Texas hereby approves a Professional Services Agreement in an amount not to exceed \$92,560.00 with Freese and Nichols for engineering services related to a review and update of the City’s Water and Wastewater 5-year Capital Improvement Plan.

Part 2. The City Council finds Freese and Nichols. is an appropriate professional service provider for the Project based on its demonstrated competence and qualifications, and that the proposed not to exceed price for this Project is fair and reasonable

Part 3. This Resolution is effective from and after the date of its passing.

PASSED AND APPROVED this 4th day of March 2025.

DONNA DODGEN, MAYOR

ATTEST:

Kristin Mueller
City Secretary

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF GUADALUPE §

This Agreement is entered into by City of Seguin (City) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for City and City utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, City agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as FY26 Water and Wastewater Capital Improvements Plan Update.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of City which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** City agrees to pay FNI for all professional services rendered under this Agreement in accordance with Attachment CO – Compensation which is attached to and made a part of this Agreement. FNI shall perform professional services under this Agreement for a not to exceed fee of \$92,560.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the City and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Guadalupe County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is March 4, 2025.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the City and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the City and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF SEGUIN

FREESE AND NICHOLS, INC.

By: _____

By: 

Name: _____

Name: Stephanie Neises

Title: _____

Title: Principal

Date: _____

Date: 2/20/25

Attest: _____

Attest: 

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY**PROJECT UNDERSTANDING**

Freese and Nichols, Inc. (FNI) understands that the City of Seguin (City) is seeking professional engineering assistance to prepare an update to the City's Water and Wastewater Capital Improvements Plan (CIP) for the 2026 fiscal year. The intent of the study is to update the 5-year CIP for the water distribution and wastewater collection systems. With the assistance of City Staff, FNI will update land use assumptions developed for the FY25 CIP Update for use in projecting water demands and wastewater flows. FNI will utilize the City's existing hydraulic models to evaluate system facilities, pipeline capacity, and future system improvements. FNI will recommend, update, and reprioritize the 5-year water and wastewater CIP by fiscal year. The results of the study will be summarized in a Water and Wastewater CIP Update Memorandum.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

1. **Project Kickoff Meeting:** Freese and Nichols, Inc. (FNI) will meet in-person with City of Seguin (City) staff to review scope, project team, schedule, and discuss the data request memorandum.
2. **Data Collection:** FNI will compile updated and recent information from the City including GIS files, completed system improvements, water production data, wastewater treatment data, and utility billing data.
3. **Growth Assumptions and Projections:** FNI will update the land use data and growth projections from the FY25 CIP Update to identify projected developments for the 5-year planning period. FNI will project future water demands and wastewater flows using the design criteria from the Water and Wastewater Master Plans.
4. **Develop Updated Capital Improvement Plan (CIP) Costs, Phasing Plan & Mapping:** FNI will utilize the updated projections to evaluate and reprioritize the 5-year FY25 Water and Wastewater CIP. FNI will develop updated estimated project costs and phasing for each project. Costs will be in 2025 dollars and will include engineering and contingencies. FNI will develop draft CIP scheduling of projects by fiscal year for the 5-year improvements. FNI will develop updated mapping showing project priority, phase, and location.
5. **Update Hydraulic Analysis and Fire Flow:** FNI will update the water system evaluation from the Water Master Plan using the updated projections. Hydraulic analyses will include minimum pressure and fire flow simulations for the existing (2025) and 5-year (2030) planning periods. Water system results will be presented in system-wide, full-size mapping. FNI will also update the wastewater hydraulic analysis for the existing and 5-year planning periods and present the results in an updated lift station evaluation table.
6. **Progress Meeting: FY26 Capital Improvement Plans:** FNI will in-person meet with the City to discuss future water and wastewater system improvements for 5-year planning period.

7. Revise CIP and Prepare Draft Memorandum: FNI will revise the CIP based upon City's comments and modifications and prepare a FY26 Water and Wastewater CIP Update Memorandum. The memo will include maps showing proposed system improvements as well as GIS digital copies. FNI will deliver one (1) electronic copy in PDF format of the draft report to the City.
8. Revise and Finalize Memorandum: FNI will revise the Water and Wastewater CIP Update Memorandum based on City comments and submit one (1) electronic copy in PDF format of the final memorandum.
9. FY26 W/WW CIP Presentation: FNI will develop material to summarize and present the FY26 Water and Wastewater CIP Update to City Council and/or the Utilities Committee. FNI will be available for one (1) in-person presentation to City Council or the Utilities Committee.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project: N/A

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by City, are described as follows: N/A

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within six (6) months of notice to proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF City: City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. City recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the City or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining

if, FNI is liable for change order costs. It is recommended that the City budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

- B. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. City shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. City shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by City.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- K. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- L. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

City's Designated Representative – Tim Howe

3027 N. Austin St
Seguin, TX 78155
(210) 863-5019
thowe@seguintexas.gov

City's Accounting Representative – Tim Howe

3027 N. Austin St
Seguin, TX 78155
(210) 863-5019
thowe@seguintexas.gov

FNI's Designated Representative – Ethan Shires, P.E.

10431 Morado Circle, Suite 300
Austin, Texas 78759
(214) 217-2304
ethan.shires@freese.com

FNI's Accounting Representative – Marissa Mendoza

10431 Morado Circle, Suite 300
Austin, Texas 78759
(512) 381-1837
marissa.mendoza@freese.com

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Ninety Two Thousand Five Hundred Sixty Dollars (\$92,560).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	105	202
Professional 2	123	209
Professional 3	152	321
Professional 4	166	386
Professional 5	220	400
Professional 6	249	468
Construction Manager 1	116	177
Construction Manager 2	130	213
Construction Manager 3	170	220
Construction Manager 4	180	274
Construction Manager 5	220	335
Construction Manager 6	296	400
Construction Representative 1	94	116
Construction Representative 2	105	134
Construction Representative 3	112	202
Construction Representative 4	144	213
CAD Technician/Designer 1	76	137
CAD Technician/Designer 2	108	216
CAD Technician/Designer 3	144	256
Corporate Project Support 1	80	177
Corporate Project Support 2	87	260
Corporate Project Support 3	108	375
Intern / Coop	58	105

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Guage (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2025.

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.

4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u>	<u>Workers' Compensation</u>
\$2,000,000 General Aggregate	As required by Statute
<u>Automobile Liability (Any Auto)</u>	<u>Professional Liability</u>
\$1,000,000 Combined Single Limit	\$3,000,000 Annual Aggregate

5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to City and in acceptance of Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If City designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where City is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

Memorandum

To: Mayor and City Council Members
Steve Parker, City Manager

From: Terri Lynn Ruckstuhl, Senior Utilities Engineer

Through: Timothy J. Howe, Director of Utilities and Rick Cortes, Deputy City Manager

Subject: Resolution authorizing the City Manager to approve an amendment with Ward, Getz, and Associates, PLLC (WGA), in the amount of \$250,979.00 for the 12-inch Wastewater Main Replacement and 8-inch Water Main Extension; and declaring an effective date.

Date: March 4, 2025

Historical Background

On March 19, 2024, Council approved an engineering services proposal for the design and construction phase services of a 12-inch diameter sanitary sewer replacement and an 8-inch diameter water main extension project to increase capacity in the wastewater collection system from the Cordova Lift Station to Link Road. In addition, the proposal included the design of an 8-inch water main extension from the Navarro High School property north along State Highway 123 to Link Road continuing west to serve areas of the Springs Hill WSC CCN transfer.

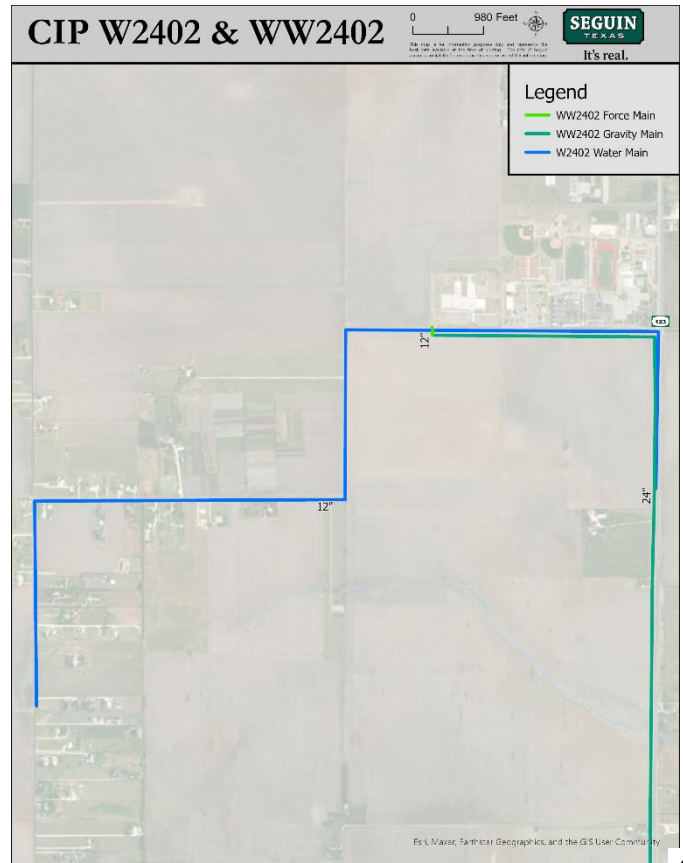
Action Requested

Consider a resolution authorizing an amendment to re-design approximately 2,500 LF of the 12-inch sanitary sewer replacement and an extension of approximately 5,350 LF of the upsized 12-inch water main and other appurtenances.

Procurement Methodology & Funding Source

WGA provided the City’s Utilities Department with an amendment proposal in the amount of \$250,979.00 for the re-design of the 12-inch sanitary sewer replacement and the extension of the upsized 12-inch water main and other appurtenances.

Funding for this project has been secured through certificates of obligation.





It's real.

Staff Recommendation

It is recommended the amendment be approved in the amount of \$250,979.00.

ATTACHMENTS

1. Resolution – Amendment 12-inch Wastewater Main Replacement and 8-inch Water Main Extension Project
2. WGA Engineering Services Amendment Proposal

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS APPROVING AN AMENDMENT IN THE AMOUNT OF \$250,979.00 TO WARD, GETZ, AND ASSOCIATES, PLLC FOR ENGINEERING SERVICES RELATED TO THE 12-INCH WASTEWATER MAIN REPLACEMENT AND 8-INCH WATER MAIN EXTENSION PROJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City Council previously approved an engineering services proposal to design the replacement of the existing 12-inch sanitary sewer; and

WHEREAS, an extension of an 8-inch water main was also needed as part of the 12-inch Wastewater Main Replacement and 8-inch Water Main Extension Project; and

WHEREAS, the above referenced amendment is approximately 2,500 LF of re-design for the replacement of the existing 12-inch sanitary sewer; and

WHEREAS, the amendment includes an extension of approximately 5,350 LF of the upsized 12-inch water main; and

WHEREAS, a professional services amendment proposal was obtained from Ward, Getz, and Associates for this additional work; and

WHEREAS, City staff recommends approving the amendment in the amount of \$250,979.00 submitted by Ward, Getz, and Associates; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin, Texas:

Part 1. The City Council of Seguin, Texas hereby approves the amendment in the amount of \$250,979.00 submitted by Ward, Getz, and Associates.

Part 2. The City Manager is authorized to execute the amendment with Ward, Getz, and Associates, for the engineering services related to the 12-inch wastewater main replacement and 8-inch water main extension project to include various appurtenances.

Part 3. This Resolution is effective from and after the date of its passing.

PASSED AND APPROVED this 4th day of March 2025.

DONNA DODGEN, MAYOR

ATTEST:

Kristin Mueller
City Secretary

February 25, 2025

Mr. Tim Howe
Director of Water/Wastewater
City of Seguin
P.O. Box 591
Seguin, Texas 78156-0591

**RE: 12” Sanitary Sewer Replacement & 8” Water Main Extension Project
Cordova Lift Station to Link Road
Engineering Services Proposal Amendment No. 1 - Revised**

Dear Mr. Howe:

Ward, Getz, and Associates, PLLC (WGA) has prepared this proposal for amended professional engineering services for the re-design of the 12” diameter sanitary sewer replacement and extension of the upsized 12” diameter water main extension project.

PROJECT DESCRIPTION - SEWER

1. Approximately 2,500 linear feet of 24” PVC sanitary sewer main redesign to relocate to the south side of Link Road.
2. The addition of the Navarro Crossing subdivision connection.
3. The addition of the Navarro Ranch forcemain connections.
4. Depth revisions to accommodate additional developments.

PROJECT DESCRIPTION - WATER

The proposed amendment will consist of updating the plan set from 8” PVC water main to 12” water main. The amendment shall include the following components (defined as project limits):

1. Approximately 5,350 additional linear feet of 12” PVC water main within the ROW.
2. Approximately eleven (11) additional fire hydrants with 6” PVC piping and isolation valves.
3. Connection to the proposed 12” line at the Hueber Road and Field Road intersection by others.

ENGINEERING SCOPE OF WORK (SOW)

WGA will perform the following additional Scopes of Work:

- A. Topographical Survey

1. Acquire additional field topographical data for the additional water line extension of the project on City's coordinate system, to include:
 - a. Detailed survey including utility locates (as furnished by the specific utility provider) within the project limits described above.
 - b. Provide subsurface utility engineering (SUE) for utility locates (quality level C and D) unless otherwise noted.
2. Set horizontal and vertical primary control points.
 - a. Primary control points shall be set at a spacing of 500 ft. or greater and inter-visible with each other where possible, away from possible disturbance from construction activity.
 - b. Primary control points shall be used as the primary horizontal and vertical control for the project and as benchmarks for the project.
 - c. Horizontal and vertical data for primary control shall be based on Static RTK observations using the Leica Smartnet Network or approved equal.
 - d. The horizontal datum shall be based on NAD83 (2011) using the Texas Coordinate System, Central Zone (4203),
 - e. The vertical datum shall be based on NAVD88 using Geoid 12B.
 - f. Secondary control points shall be set as necessary for conventional ground surveying and terrestrial LiDAR scans
3. Perform necessary research to obtain ownership records for properties affected by the project limits.
 - a. Prepare a project ownership spreadsheet and perform right-of-entry (ROE) coordination for site access from property owners to secure access for locating property corners, topographic design surveying within the survey limits and to set proposed right of way (ROW) corners. The City will send the right-of-entry access forms to the various property owners and acquire signatures.
4. Provide design level topographic survey data within the project survey limits.
 - a. The survey will be performed on the ground utilizing a combination of terrestrial LiDAR with traditional field observation methods to locate found visible features, both horizontally and vertically, including existing on-site structures, drainage features, adjacent and onsite sidewalks, curb lines, pavement, roadway paint striping, driveways, fences and visible above-ground utility appurtenances within the survey limits.
 - b. The survey will obtain topographic field elevations throughout the project site at 50-foot x 50-foot grid intervals for use in developing a digital terrain model.
 - c. Markings from franchise utility services and city utilities will be located at time of survey.

- d. Flowline elevations of found storm water and sanitary sewer manhole inlet structures immediately adjoining the site will be identified.
 - e. The survey will field locate found protected trees 6 inches or greater in trunk diameter measured at breast height, in accordance with municipal code. Trees will be tagged in the field and shown on the survey noting trunk diameter, species and canopy size.
 - f. Survey deliverable will be an AutoCAD .dwg file showing topographic points, features and 1 ft contours, accompanied by a point file in .csv format and digital terrain model in .xml format.
5. Surveyor will perform necessary research to acquire ROW maps, current adjoining property deeds and subdivision plats for properties affected by the project limits.
- a. Field boundary reconnaissance will be performed to locate found subject property and adjoining property corner monumentation.
 - b. Results will be compared, and boundary resolutions determined for affected rights-of-way and properties adjoining the project limits.
 - c. Existing easements of record discovered during abstracting will be shown on the survey.
 - d. Deliverable will be PDF copies of property research and an AutoCAD .dwg file showing established ROW lines, adjoining property lines, found easements and record property ownership information.

B. Permitting

1. Update applications and/or permits for:
 - a. Texas Commission on Environmental Quality (TCEQ) – summary transmittal letter.

C. Construction Documents

1. Update construction documents for the amendments.
2. Submit 90% and 100% construction documents to City for review/approval, and meeting with City Staff to discuss each.
3. Acquire information from the franchise utilities (gas, telephone, cable, etc.) and determine need for relocation. The City will provide direct correspondence with the franchise utilities. Design of existing utility relocations shall be provided by others.

D. Construction Support

1. Organize and attend monthly construction meetings (maximum of 3 additional) and provide meeting minutes. Periodic construction inspection of the project will occur prior to or after these meetings for a maximum of two (2) hours per day for three (3) additional months after the start date of the project, for a maximum total of eighteen (18) inspections.

E. Construction Inspection (Full Time)

1. WGA will provide full time construction inspection of the project at nine (9) hours per day for five (5) days per week for a maximum additional three (3) months after the start date of the project.
2. All specified tasks will be followed and adhered to per the original proposal dated March 5, 2024.

ENVIRONMENTAL SCOPE OF WORK

Threatened & Endangered (T&E) Species Desktop Assessment (Office Work Only)

WGA will document expected compliance with the Endangered Species Act (ESA), a desktop review and assessment of federally and state-listed threatened and endangered species will be completed. The project area will be evaluated for known occurrences and suitable habitat associated with special status species that have been documented by Texas Parks and Wildlife Department (TPWD) (e.g. Texas Natural Diversity Database (TXNDD) datasets) and U.S. Fish and Wildlife Service (USFWS) (e.g. mapped critical habitat datasets). The evaluation shall document existing habitats by aerial photography interpretation and assess the areas for the likely presence of the specific habitat types required for state or federally listed rare, threatened, and endangered species, as well as migratory birds. A USFWS Information for Planning and Consultation (IPaC) review will be requested for the project area.

An on-the-ground survey is not included in this scope of work, and this desktop assessment may result in the identification of necessary on-the-ground surveys or agency consultations prior to project commencement.

Cultural Resources Management (CRM) Desktop Assessment (Office Work Only)

WGA will document expected compliance with the National Historic Preservation Act (NRHP), as required by any federal permit issuance or to document compliance with the Texas Historic Commission (THC) as required by any state permit issuance, a professional archeologist will compile information on available previously recorded cultural resources surveys (e.g. Texas Archeological Sites Atlas datasets), archaeological sites, and historic resources within the proposed project area and to assess the potential for the presence of unidentified cultural resources eligible for inclusion in the NRHP. The cultural resources desktop review document is intended to be used to coordinate future cultural resource compliance with relevant regulatory agencies. This scope of work does not include a pedestrian survey of the project area. This assessment may identify the need for on-the-ground additional scopes of work, which would be dependent on the proposed development plan and the subsequent concerns that a THC project reviewer or specified federal agency project managers are anticipated to have.

WGA does not expect a need for on-the-ground survey based upon the majority of the project has been disturbed by previous construction activities from the original installation of the sewer line.

However, the below approach is suggested should it be necessary and has been included as an alternative cost.

ASSUMPTIONS

As the basis for the preparation for this amendment and the associated cost of service, the following assumptions were made which, if found to be incorrect may result in request(s) from WGA for additional compensation:

1. Where necessary, the City will be responsible for arranging property access (and acquiring executed right-of-entries) prior to commencement of the field survey and/or environmental investigations for properties not located within City right-of-way. WGA will not perform any field investigation on properties where access has not been granted.
2. Subsurface Utility Engineering if provided will not relieve the contractor from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or “One-Call Notification Centers” before excavation.
3. Should the schedule be changed or put on “hold” by the City, all costs incurred by WGA up to notification of change of schedule or “hold” status will be billed to the City. Additional fees that WGA may incur as a result of the change of schedule or “hold” status will be billed to the City once the Project has resumed in addition to the cost of services included in this proposal.
4. The entire project will consist of a single bid/construction project.
5. WGA’s effort and costs for construction services are based on a new total of eighteen (18) month construction project duration, starting from the date of the Contractor’s notice to proceed. If the construction period extends beyond this time period, WGA may request additional compensation.
6. All other assumptions from the original proposal dated March 5, 2024 will be considered in effect for this amendment.

EXCLUSIONS

All exclusions from the original proposal dated March 5, 2024 will be considered in effect for this amendment.

COMPENSATION FOR SERVICES

WGA will provide the professional engineering services as outlined herein for a total lump sum fee as follows:

Sewer Project

Engineering Design Amendments:	\$18,336.00
Subtotal Sewer:	\$18,336.00

Water Project*

Environmental/Cultural Services (Desktop):	\$2,050.00
Topographical Surveying:	\$32,635.00
Engineering Design:	\$69,500.00
Construction Management:	\$67,630.00
Construction Inspection (Full Time – 3 months):	\$60,828.00
Subtotal Water:	\$232,643.00

*Assumes work on the sewer project is awarded and water project at the same time.

Total Amendment:	\$250,979.00
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The total fee of the amendment is for a lump sum cost of \$250,979.00.

This fee includes labor and material costs associated with the Scope of Work identified above.

We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval. Please review this proposal and, upon acceptance, sign in the space provided below, returning a copy for our files.

Sincerely,



 K. Beau Perry, P.E.
 Regional Practice Leader

 City of Seguin

2-25-25

 Date

 Date

Downtown Seguin Incentive Programs

Building Permit Fee Waiver – all building permits are no cost for downtown properties. This includes code compliance inspections, sign permits, mechanical permits, and more. The fee waiver constitutes hundreds of dollars of savings for small projects.

FIX-IT Façade Grant – a reimbursement grant for exterior improvements to properties within the downtown historic district. Can be used for ADA access, painting, roofs, awnings, window repairs, and more. The grant will reimburse up to 50% of a project, or \$10,000, for a future project – will not fund completed projects.

Protect It Grant – a reimbursement grant of up to 50% of the cost to install a fire suppression system in a downtown property.

Business Improvement Grant – commercial properties and businesses city wide are eligible to receive a reimbursement grant of 75% of project cost, or up to \$10,000, for a project on the interior or exterior of the property. Can be used for plumbing, signage, HVAC, landscaping, parking lots, and much more. Downtown properties can apply for both a BIG and Façade grant, but cannot use both grants for the same project.

Chapter 380 Agreements – for unique and high priority projects, the City of Seguin will consider offering a 380 agreement where the developer is reimbursed a portion of the sales tax and/or property taxes collected by the development. Can also be done as an up front loan, but would require some form of collateral.

Federal & State Historic Tax Credits – Contributing structures to the National Register District are eligible to receive a 20% federal income tax credit and 25% state franchise tax credit for Qualified Rehabilitation Expenses.

Design Assistance – Texas Main Street offers free design assistance including renderings, sign ideas, paint color, and more for properties within the downtown district.

Marketing and Promotion – Seguin Main Street Program has active marketing tools including social media, the Visit Seguin app, co-op ad buys, special events, and more to promote downtown Seguin and the businesses within.

Small Business Trainings – Seguin Main Street hosts a quarterly small business training called Bacon, Eggs, & Business where there will be a presentation on issues impacting small businesses, from marketing to taxes to future developments.

For more info, contact:
Kyle Kramm
kkramm@seguintexas.gov
(830) 401-2448
www.seguintexas.gov



“FIX IT” Façade Application & Guidelines

The City of Seguin Main Street has a “FIX IT” Façade Improvement Program that provides reimbursement for approved applicants for work on the exterior façade of property located in the Downtown Historic District providing up to a *maximum* 50% or a dollar-for-dollar reimbursement of up to \$10,000 per property per grant funding cycle.

“FIX IT” funding is limited and grant awards are based on funds available. If your application is submitted at a time when there are no available funds, your application will be kept on hand until the next funding cycle. The Main Street Program is currently accepting applications for projects in the FY2025 funding cycle. Applications will need to be submitted by 5:00 p.m. on Monday, **December 2, 2024** to the Seguin Main Street Office. If there are still funds available after the first round, there will be a second call for applications later in the year. For the community to achieve the maximum benefit, applications will be reviewed on the following criteria:

- Application submitted by the stated deadline and completed correctly.
- Matching funds ratio (Minimum 1:1, 2:1 or greater preferred)
- Location, visibility and impact on historic integrity of the Downtown Historic District.
- Total number of applications received and funds available.
- Type of proposed improvements; cosmetic or structural.
- Completion of previously funded projects.
- Improvements only to the exterior of the building.
- Current in payment of city utilities and local property taxes (city, county, SISD).
- Included as a priority in the downtown master plan.

All applicants are encouraged to utilize the free design services available through the Texas Main Street Program by contacting Seguin Main Street. All interested applicants should schedule a phone meeting with the Main Street Director to discuss their project prior to submitting their application to ensure it will meet the historic preservation guidelines in downtown.

Fix-It Façade Projects may include repair or replacement of canopies, awnings, roofs, doors, entrances, glass and windows, storefront lighting, sidewalks, façade painting, landscaping, ADA access, brick and mortar repair, and removal of modern slipcover facades. Signage requests will be considered on a case-by-case basis. Priority is given to proposed projects. Projects in progress and already completed will be given low to no priority in funding.

If awarded a grant, the proposed work must be approved by the Historic Preservation & Design Commission and/or Historic Preservation Officer before the work begins. Failure to receive approval from the HPDC and/or HPO before work commences may result in the loss of the grant. Amending your project after approval has been received without permission from the HPO could result in the loss of the grant. Reimbursement will be made after the completion of the work and upon evidence of paid receipts.

Applications will be reviewed and acted upon by the Seguin Main Street Advisory Board, City Manager and City Council. For additional information contact the Seguin Main Street Program at (830) 401-2448 or mainstreet@seguintexas.gov. Please submit application to Seguin Main Street Program, 200 South Austin Street, or mainstreet@seguintexas.gov. In addition to the grant application, please include a W9 form.

Legal disclaimer: City of Seguin accepts no liability for the quality or future maintenance of the “FIX IT” project work.

**CITY OF SEGUIN MAIN STREET PROGRAM
“FIX IT” GRANT APPLICATION**

Applicant Name: _____

Business/Company Name: _____

Project Address: _____

Date building was constructed: _____

Legal Description: _____

Property Owner's Name: _____

Owner's Address: _____

Owner's Telephone: _____

Is applicant a tenant? Yes _____ No _____
(If yes, attach a Lease Agreement or written permission from owner for the work in this application)

Structure's Current Use: _____ vacant
 _____ commercial
 _____ residential
 _____ mixed use
 other: _____

Project will result in: _____ façade historic restoration
 _____ façade renovation
 _____ new commercial space
 _____ new residential units
 _____ new mixed use commercial/residential
 other: _____

Completed project will provide for _____ new jobs and/or _____ retained jobs.

Total estimated cost of project: \$ _____ (Please include a written bid from a contractor)

If your project is not fully funded, will you take a lesser amount? _____

Amount of FIX-IT Façade Grant Request: \$ _____ A matching ratio of _____ : _____

Date of Pre-Project Meeting with Main Street Director: _____

DESIGN INFORMATION

Please provide site plans for any work to be completed on the interior or exterior of the property. Free design service for exterior improvements is available by contacting the Seguin Main Street Program. In the categories below submit a detailed description, including materials to be used, of proposed work. If not applicable, simply write "NA".

Describe existing exterior façade materials proposed to be removed:

Describe proposed window frame treatment (repair, replacement, etc.) for storefront, upper floors, and transom windows:

Describe proposed window glass treatment for storefront, upper floors, and transom windows:

Describe preparation of surface to be painted (pressure washed, primed, etc.):

Show proposed paint colors and location of each paint color on the building:

Show proposed door treatment (repair, replacement, additions, etc.):

Please describe any repair that will be completed on the roof, gutters, down spouts, etc.:

Describe work to be completed on each elevation (exterior wall) of the building:

Describe handicap accessibility accommodations:

Describe brick and mortar (including tuck pointing) or stucco repair:

Describe brick and mortar or stucco cleaning:

Describe proposed cornice treatment:

Describe proposed awnings and canopy treatment:

Describe proposed storefront repair and/or replacement:

Description of interior work to be completed (include plans to retain or remove architectural features like original ceiling material, wood trim, wood floors, light fixtures, etc.):

Estimated time of construction (month) _____ until (month) _____, _____ year.

“Protect It” Grant

Downtown Seguin Fire Suppression Grant Program

Introduction:

Since the founding of Seguin, fires have ravaged downtown Seguin leading to the loss of numerous historic landmarks, successful businesses and revenue for the City of Seguin. In addition to these losses, the continued development of downtown Seguin is hindered by the high costs of fire suppression systems that are needed to facilitate second floor development and higher occupancy uses on first floors.

In an effort to protect the historic fabric of downtown Seguin and to further downtown development, the Seguin City Council has adopted the here enclosed “Protect It” Grant to fund fire sprinkler and suppression systems within the downtown historic district.

What is the “Protect It” Grant?

The “Protect It” Grant program offers property owners of downtown historic properties a reimbursement of up to 50% of the costs of eligible expenses toward the installation of a fire suppression system. This grant program is intended to expire on September 30, 2025 and requires annual funding by the City of Seguin City Council.

In addition to the grant, City of Seguin Water Utilities will purchase and install the tap at no cost to the property owner.

What is a fire sprinkler system and a fire suppression system?

Both fire sprinkler and fire suppression systems detect heat, smoke and other warning signals that once detected, will extinguish a fire through the application of water or other substance through a sprinkler head.

Fire sprinkler systems use only water to extinguish fires; whereas fire suppression systems use different chemical agents to suppress the fire. The appropriate system should be determined through discussions with the City of Seguin Fire Marshal and your fire protection contractor and should consider potential damage to historic features, materials inside the building and water pressure/flows.

Who is eligible for the grant?

Property owners of existing structures located within the local downtown historic district that have reached 50 years in age.

What are eligible expenses?

Eligible expenses include:

- Design & Engineering
- Traffic Control
- Construction and installation of fire line from tap to the building
- Riser, sprinkler heads and piping of fire lines throughout the interior
- Preparation and filing of legal documents

Ineligible expenses include:

- Building permit fees and inspection fees
- Fire suppression systems installed prior to July 2020
- Construction of fire suppression systems started prior to grant agreement being completed
- Fire walls, fire doors, fire extinguishers and other fire abatement tools not commonly included in a fire suppression system
- Refinancing of debt
- Working capital for business

What are the funding levels?

The grant awards are based on several factors including the number of platted buildings, size of buildings being protected and location of building. If multiple property owners are partnering on the project, the grant will be reimbursed on a pro rata based on square footage.

Building less than 5,000 square feet	\$20,000 or 50% whichever is less
Buildings between 5,000 and 15,000 square feet	\$30,000 or 50% whichever is less
Buildings 15,000 square feet or greater	\$40,000 or 50%, whichever is less
Additional Funding is Awarded for Projects that meet the following criteria:	
Multiple platted properties sharing a tap	Additional \$5,000 to max award
Tap to be installed in TxDOT Right of Way	Additional \$10,000 to max award

The additional funding for multiple platted properties sharing one tap is due to the costs of preparing and filing an easement agreement between the property owners. The additional funding for the installation of a tap on a TxDOT right of way is due to TxDOT requiring engineered plans and traffic control permits which are not required on local streets.

What is the grant process?

- City Council approves the funding for the grant at the start of each fiscal year on October 1.
- Property owner collects bids for legal, design, construction, engineering, and traffic control. Not all projects will require all fore mentioned items.
- Property owner(s) submit the attached application and supporting documents.
- The Seguin Main Street staff, in partnership with City Management, Fire and Legal, review the application and determine funding amount per applicant.
- Grant agreement executed between property owners and the City of Seguin.
- If needed, legal agreements are filed with the County Clerk’s Office.
- Contractor pulls necessary permits to include:
 - Utility permit from Development Services Center at 108 East Mountain
 - Fire Sprinkler Permit from Fire Marshal at 660 TX 46.
 - If on TxDOT ROW, traffic control permits and utility installation permits needed.
- Contractor coordinates with City of Seguin Water Utilities on scheduling the installation of the tap.
- Contractor completes installation of the fire suppression system.
- Property owner submits proof of payment to Main Street Office.
- Main Street processes check request. Please allow for up to 30 days for payment.

“Protect It” Grant Application

Project Information					
Property Address(es)					
Total Square Feet		Construction Start and End Date			
Contractor		How many contractors did you request a bid from?			
Reason for Selecting Contractor					
Project Costs (Not all projects will have expenditures for each category)	Interior Construction				
	Exterior Construction				
	Design & Engineering				
	Easement Acquisition				
	Traffic Control				
	Other: _____				
	Total				
Project Description Please describe the proposed improvements to the property, current uses and future uses.					
Property Information					
Please fill out the information below for each individual property benefiting from this grant. Please use additional paper if more space is needed.					
Property # 1 Address					
Owner				Contact Person	
Email				Phone	
Square Feet		Number of Floors		Year Built	
Property # 2 Address					
Owner				Contact Person	
Email				Phone	
Square Feet		Number of Floors		Year Built	
Property # 3 Address					
Owner				Contact Person	
Email				Phone	
Square Feet		Number of Floors		Year Built	

Submittal Checklist

A completed application will include the following items:

- Grant Application Form
- Proof of Ownership
- Detailed Scope of Work including Pricing
- Contractor’s SCR Number
- Proof multiple bids were requested
- W9’s for all Property Owners

Acknowledgements:

I, the undersigned property owner, acknowledge that all information included within this application is accurate to the best of my knowledge. It is understood that no work completed prior to a grant agreement will be funded and any work started without proper permitting through the City of Seguin and/or Texas Department of Transportation may forfeit their funding. Additionally, the City of Seguin will not be held liable for any property damage, personal injury, or other loss relating in any way to the “Protect It” Grant. Finally, any outstanding code compliance citations, tax liens, unpaid utilities or not being in good standing with the City of Seguin may result in the loss of the grant funding.

Property #1 Owner Signature: _____ Date: _____

Property #2 Owner Signature: _____ Date: _____

Property #3 Owner Signature: _____ Date: _____



It's real.

**City of Seguin Business Improvement Grant (BIG)
Program Guidelines
2023-2024**

1. Purpose

The City of Seguin has developed the Business Improvement Grant Program to promote the development and expansion of new and existing business enterprises within the City of Seguin, Texas (the "City"), and enhance the economic welfare of the citizens of the City of Seguin by securing and retaining business enterprises and maintaining a higher level of employment, economic activity, and stability.

2. Eligible Improvements and Expenditures

Applicant may be eligible to receive up to a seventy-five percent (75%) matching grant, with a maximum grant awarded to an Applicant not to exceed \$10,000. Improvements and other expenditures eligible under the Seguin BIG Program include the following:

- | | |
|---|---|
| Façade Improvements | Improvements to building facades including, but not limited to, structural rehabilitation, awnings, painting, reconstruction, and/or remodeling. |
| Sign Improvements | New signs, and renovation or removal of existing signs. |
| Site Improvements | Items such as, but not limited to parking lot resurfacing, striping, driveway improvements, lighting, fencing, new curb and sidewalk, and landscaping. |
| Other Real Property Improvements | Improvements including, but not limited to replacing electrical wiring, plumbing, masonry repair, foundation stabilization, fire sprinkler or fire alarm system, HVAC systems, or other items that are plumbed, wired or otherwise permanently attached to a building structure, as approved by the City. |

3. Eligibility

Applicant seeking Grant funding must meet the following eligibility requirements:

- A. Eligible Applicant includes any new or existing for-profit business facilities, commercial property owner, or business tenant physically located within Seguin City Limits. Applicant's tax status will be verified with the State Comptroller's office.
- B. Businesses operating on the same property as the business owners' residence are not eligible.
- C. Applicants who have outstanding financial obligations to the City of Seguin and Guadalupe County, including but not limited to liens, court fines, delinquent City utility bills, or delinquent taxes are not eligible.
- D. Applicants are not eligible to receiving funding under the Seguin BIG Program if the Applicant is receiving funding under the Seguin Main Street FIX-IT Façade Grant Program for identical improvement projects.
- E. Applicants who have an ongoing lawsuit or are in any way parties to litigation against the City of Seguin are not eligible.
- F. Applicants are limited to receiving grant funding for only one (1) project in a 12-month period.
- G. Applicants who own multiple businesses and/or commercial properties within the City of Seguin can only receive grant funding for only one (1) project in a 12-month period.
- H. Applicant may be eligible to receive up to a 75 percent matching grant, with a maximum grant awarded to an Applicant not to exceed \$10,000.

4. Guidelines

- A. Applicant will be required to provide proof of ownership of an existing facility, or if Applicant is a business tenant (lessee), they must attach a copy of the lease agreement with the application.
- B. Grants awarded under the Seguin BIG Program are reimbursement grants. Reimbursement grants are a cash match for funds disbursed by the Applicant and are not to exceed the limits set forth. In-kind contributions may not be used as any part of the Applicant's match. Only cash matches of the Applicant's expenditures may be used.
- C. Improvements shall be made in accordance with project drawings, specifications, applicable codes, and/or other pertinent information provided in the application, such having been previously approved by the City. Failure to do so will render the Applicant ineligible to receive grant funding. Any modifications must first receive the written approval of the City. Failure to do so will likewise render the Applicant ineligible to receive grant funding.

- D. Applicant is obligated to obtain all applicable permits and inspections related to the improvement project. Failure to do so will render the Applicant ineligible for grant funding.
- E. The improvements, as presented in the application, must be completed in their entirety, unless otherwise approved by the City. Incomplete improvements will render the Applicant ineligible for grant funding.
- F. Upon approval of a grant application, and during the implementation of the improvements, a representative or representatives of the City shall have the right of access to inspect the work in progress.
- G. Improvements shall not commence prior to having received written approval for a grant from the City.
- H. Labor provided by the Applicant, or their employees may not be included in the cost estimate of the project and are not reimbursable through this Program.
- I. The Applicant must complete the improvement project within nine (9) months of receiving written approval therefore from the City. Failure to complete the improvements within the required time period will result in the loss of the grant funds allocated for the project.
- J. The Applicant must agree to remain in business and to not sell or assign such business to another person or entity for a period of twelve (12) months from the date of grant funding of his/her application.

5. Application & Approval

- A. Applications must be submitted through the BIG application portal which can be accessed by visiting: <https://bit.ly/sequin-big24>
- B. Applications will be reviewed internally by City of Seguin Economic Development and Main Street Staff.
- C. Applications are due by the close of business on the last day of each month. Applications submitted after the last day of the month will be reviewed the following month, subject to funding availability.
- D. Applications will be reviewed in the order they are received.
- E. Applicants will receive notification of their application status no later than the 20 days of the following month. (i.e., Application is submitted on January 17th. Applicant will receive notification of their application status no later than February 20th)
- F. The City will use the BIG Program Scoring Criteria to score applications and determine grant award. The scoring criteria is attached to these Guidelines as Exhibit "A".
- G. Projects that score below 55 points will not be eligible to receive funding.
- H. Only complete applications will be accepted. All applicable application fields must be completed, and all applicable attachments are also required to be submitted with the application.

- I. Incomplete applications will not be accepted. In the event an application is submitted and deemed incomplete, the Applicant will be notified. The incomplete application will be rejected, and the Applicant will be required to resubmit.
- J. All Applicants must include a signed W-9 form as an attachment to their application. Seguin BIG Program funding will be remitted to the entity named on the W-9.
- K. All Applicants must provide at least one (1) detailed estimate/quote of proposed improvements and or other eligible expenditures as an attachment to their application.
- L. If applicable, Applicant must include improvement project drawings and specifications as an attachment to their application.
- M. If applicable, Applicant must provide photos of the area to be improved as an attachment to their application.
- N. If Applicant is a business tenant (lessee), they must attach a copy of the lease agreement with the application.
- O. As an attachment to the application, Applicants are encouraged to provide any additional information about the project that would be beneficial in reviewing the application.
- P. The City reserves the right to utilize whatever outside resources it deems necessary for assistance in its decision-making process.
- Q. The City may award Applicant a grant with certain provisions, conditions, or other requirements as it may from time to time deem appropriate.
- R. The City reserves unto itself the absolute right of discretion in deciding whether to approve a grant relative to this application. The Applicant accepts that all decisions relating to the award of the grant funds involve subjective judgements on the part of the decision-making entity related to the aesthetics of the proposed project and the granting of award funds for said project.
- S. The City reserves the right to waive any requirement(s) herein contained, and/or add any requirement(s) it deems appropriate in making its determination of approval or disapproval of a grant(s) application.

6. Funding

- A. Applicant shall provide the City with written notification of project completion to the City. Such notification shall include a letter signed by the Applicant stating that all improvements have been completed in accordance with the application and/or approved modifications, and that full payment has been made for all labor and materials associated with the project. Such notification shall include documentation, not limited to, paid receipts for materials and labor, permits, inspection reports, project photographs, or any other items the City may deem necessary for determining the successful completion of the project.
- B. Upon receipt of a notification from the Applicant that the project has been completed, an on-site inspection may be made by a representative(s) of the City to confirm completion

in accordance with the application and/or approved modifications; such inspection shall not be considered in any way as a reflection of the City's approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of the Applicant.

- C. Within thirty (30) days following the verification of completion of the project in accordance with the application, or any approved modifications thereto, the City will issue written notice to the Applicant confirming that the project has been deemed successfully complete, and the total grant award will be paid to the Applicant.
- D. Available funding: For Fiscal Year 2023-2024, the City has approved \$150,000 to fund the BIG program. Grant applications received after the available funding has been exhausted may be considered the following calendar year. The City retains sole discretion to accept or reject applications received after the available funding has been exhausted.

7. Default

- A. If the subject business is closed, sold, transferred, or relocated within a six (6) month period after grant funding is received, the Applicant shall be required to reimburse the City for 100% of the grant amount received. Thereafter, until the twelve (12) month anniversary date of grant funding the Applicant shall be required to reimburse the City for 50% of the grant amount received if the subject business is closed, sold, transferred, or relocated.
- B. Payments due must be paid in full within thirty (30) days after the date of written notification by the City that the Applicant is in default of any of the funding requirements set forth herein. The form of such payment shall be a cashier's check or money order, made payable to the City of Seguin.

8. Amendment

The City reserves unto itself the right to amend these Guidelines and Criteria as it may from time to time find desirable.

9. Notice

THE PROVISION OR DELIVERY OF THESE GUIDELINES AND CRITERIA TO AN INTERESTED PARTY DOES NOT CONSTITUTE AN OFFER OF AN IMPROVEMENT GRANT TO THAT PARTY.

THE ADOPTION OF THESE GUIDELINES AND CRITERIA DOES NOT LIMIT THE DISCRETION OF THE CITY TO DECIDE WHETHER TO PROVIDE OR NOT PROVIDE A GRANT TO AN APPLICANT, WHICH ABSOLUTE RIGHT OF DISCRETION THE CITY RESERVES UNTO ITSELF, WHETHER OR NOT SUCH DISCRETION MAY BE DEEMED ARBITRARY OR WITHOUT BASIS IN FACT.

THE ADOPTION OF THESE GUIDELINES AND CRITERIA DOES NOT CREATE ANY PROPERTY, CONTRACT, OR OTHER LEGAL RIGHTS IN ANY PERSON TO HAVE THE CITY PROVIDE GRANT FUNDING.

THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE INTERPRETATION,

THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE INTERPRETATION, VALIDITY, PERFORMANCE, AND ENFORCEMENT OF THIS BUSINESS ASSISTANCE GRANT PROGRAM. IF ANY PROVISION OF THIS PROGRAM SHALL BE HELD TO BE INVALID OR UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS PROGRAM SHALL NOT BE AFFECTED THEREBY.

THE CITY, ITS EMPLOYEES, AND ITS AGENTS DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, THE CITY, ITS EMPLOYEES, AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT/APPLICANTS FOR ANY AND ALL DAMAGES ASSOCIATED WITH THE PLANNING, CONSTRUCTION, AND SUBSEQUENT EXISTENCE OF ANY PROJECT WHO'S APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

ACKNOWLEDGMENT OF RECEIPT OF GUIDELINES AND CRITERIA

I have received the Guidelines and Criteria associated with the City of Seguin Business Improvement Grant Program. I (WE), the undersigned APPLICANT(S), acknowledge and agree to abide by and be subject to the terms and conditions of the Business Improvement Grant Program as described herein.

Applicant Name

Title

Signature

Date



It's real.

City of Seguin Business Improvement Grant Application Score Sheet

(FORM TO BE COMPLETED BY CITY OF SEGUIN STAFF)

Business Name:	
Scoring Criteria	Score
<p>1. Grant History – Has the applicant been awarded a grant in the last 24 months?</p> <ul style="list-style-type: none"> ➤ 10 points: Has not been awarded a BIG grant within the last 24 months. ➤ 7 points: Awarded a grant in the last 24 and successfully completed a grant on time. ➤ 4 points: Awarded a grant in the last 24 and successfully completed a grant after requesting an extension. ➤ 0 points: Awarded a grant in the last 24 months and did not complete the work. 	
<p>2. Distressed Location – Is the Business located in an economically distressed US Census Tract?</p> <ul style="list-style-type: none"> ➤ 12 points: Business located within Census Tract designated as a “<u>High Poverty Area</u>” (20% of the population or more are below the poverty level). ➤ 8 points: Business located within Census Tract designated as a “<u>Possible High Poverty Area</u>” (The confidence interval includes “20% of the population or more are below the poverty level,” but the point estimate is lower than that threshold). ➤ 5 points: Business located within Census Tract designated as “<u>Not a High Poverty Area</u>” (areas that do not meet either of the criteria listed above). <p><small>Note: The City of Seguin will use the EDA-Census Poverty Status Viewer which was developed by the U.S. Census Bureau to support the Commerce Department’s Economic Development Administration (EDA). High poverty area estimates include poverty data for the population for whom poverty status is determined using the 2017-2021 American Community Survey 5-year estimates. The EDA-Census Poverty Status Viewer can be accessed by visiting:</small></p> <p><small>https://mtgis-portal.geo.census.gov/arcgis/apps/experiencebuilder/experience/?id=ad8ad0751e474f938fc98345462cdfbf</small></p>	
<p>3. Business Location – Is the Business located on a key commercial corridor/area where revitalization is desired by the City of Seguin?</p> <ul style="list-style-type: none"> ➤ 12 points: Located on Kingsbury Street (US Hwy 90), Court Street, Austin Street (SH 123 Bus), Guadalupe Street, or within the Downtown Historic District ➤ 10 points: Located on I-10, SH 46, or SH 123 ➤ 5 points: Located on another commercial corridor not identified above 	

Exhibit A

<p>4. Business Industry – Targeted business types that fill a need in Seguin such as retail and restaurants. If applicant is a commercial property owner, score will be based on intended use of property.</p> <ul style="list-style-type: none"> ➤ 12 points: Retail, restaurants ➤ 10 points: Hotel, hair salon ➤ 8 points: Office/Professional ➤ 4 points: Manufacturing/Industrial ➤ 2 points: Other 	
<p>5. Improvement Type – What type of improvements are being proposed?</p> <ul style="list-style-type: none"> ➤ 12 points: Façade Improvements and Sign Improvements ➤ 10 points: Site Improvements ➤ 8 points: Other Real Property Improvements 	
<p>6. Size of Business – How many employees does the Business have?</p> <ul style="list-style-type: none"> ➤ 12 points: 10 or fewer ➤ 10 points: 11 to 25 ➤ 4 points: 26 to 75 ➤ 2 points: 76 to 150 	
<p>7. Business Ownership – Is the Business locally owned versus corporate owned?</p> <ul style="list-style-type: none"> ➤ 10 points: Owned locally. ➤ 8 points: Local franchisee owned. ➤ 4 points: Corporate owned or out of town franchisee owned 	
<p>8. Project Valuation – What is the total cost of project?</p> <ul style="list-style-type: none"> ➤ 10 points: over \$100,000 ➤ 8 points: \$50,000 to \$99,999 ➤ 6 points: \$15,000 to \$49,999 ➤ 4 points: Below \$14,999 	
<p>9. Utility Customer – Is the business a utility customer of the City of Seguin?</p> <ul style="list-style-type: none"> ➤ 10 points: All three city utilities ➤ 8 points: Two city utilities ➤ 6 points: One city utility 	
<p>TOTAL POINTS</p>	



Seguin Main Street Program

Chapter 380 Incentive Application

The City of Seguin recognizes that Seguin’s Commercial Downtown Historic District is an asset to the community and a healthy, thriving downtown leads to a vibrant City for citizens and visitors. To encourage the revitalization of downtown Seguin and further business opportunities within the district, the City has established numerous incentives to assist property owners and businesses be successful and preserve our historic architecture, such as the FIX-IT Façade grants and Protect It Grants.

Additionally, the City of Seguin will consider entering into Chapter 380 agreements with businesses and/or property owners that are meeting one or more of the following criteria:

- 1.) Investing a significant amount of money
- 2.) Opening or expanding a business that is meeting a recognized need
- 3.) Investing in infrastructure improvements that will benefit multiple property owners
- 4.) Is a unique opportunity to further the development of downtown Seguin.

The Texas Local Government Code’s Chapter 380 allows municipalities to provide grants, loans or reimbursement of local taxes to promote local economic development and enhance business within the municipality. The incentive is to be paid by future tax revenue generated by the development.

There are multiple ways to structure a Chapter 380 agreement, but all incentives will be tied to the performance of the business or investor. If incentive monies are loaned at the beginning of the project, the City will require collateral until the tax collections are equal to or greater than the incentive amount. The agreement can also call for an annual rebate of a portion of taxes collected by the City of Seguin paid by the applicant. In both instances, the applicant will be required to provide proof of payment of the taxes.

After receipt of a completed application and supplemental information, the City of Seguin will begin the negotiation process of creating an incentive package. Once both parties reach a mutually agreed upon incentive, an incentive agreement will be approved by the Seguin City Council. All applicants are vetted on a case-by-case basis. If a question does not apply to your project or the answer is unknown, leave blank or answer NA.



MAIN STREET & CVB

City of Seguin – Main Street Chapter 380 Incentive Application

Date of Application: _____

Applicant Information
The applicant is the entity requesting the incentive and is the entity that will receive the incentive payments.

- Applicant is Property Owner
 Tenant
 Both Property Owner and Tenant

- Applicant is Individual or Sole Proprietorship
 Partnership
 Corporation
 Nonprofit
 Other: _____

Applicant Name: _____

Applicant Address: _____

Applicant Phone: _____

Applicant Website: _____

Contact Person: _____

Contact's Title: _____

Contact's Phone: _____

Contact's Email: _____

Please provide a detailed description of the project and applicant: _____

Does the applicant have any experience in historic rehabilitation or restoration? Yes No

Please describe the applicant's experience in historic rehabilitation and/or restoration:

Building Information
Information on the location of the proposed project.

Property Owner (If Different from Applicant):

Name: _____ Company: _____

Phone: _____ Cell: _____ Fax: _____

Mailing Address: _____ City, State, Zip: _____

Email Address: _____

Address of Property: _____ Year Built: _____

Square Footage: _____ Number of Stories: _____

Is the Property Vacant? Yes No Partially Vacant

If yes, how long has it been vacant? _____

Historic Designations (Mark All That Apply):

- Local Historic Marker
- Local Historic District
- Recorded Texas Historical Landmark
- Individually Listed on National Register of Historic Places
- National Register Historic District: Contributing Noncontributing
- Other: _____

Property's Primary Use: Residential Commercial Mixed Other: _____

Primary Building Material: Wood Brick Stucco Steel Limecrete Other: _____

Proposed Work: Please describe the proposed work to be done to the building. All work performed to the exterior, including signage and landscaping, will require approval of a Certificate of Appropriateness by the Historic Preservation Officer and/or Historic Preservation & Design Commission.

Financial Impact

Information on how the project will positively impact the downtown district.

Investment Information

What is the total anticipated capital investment? _____

How much of the capital investment will be real property improvements (i.e. plumbing, mechanical, construction)? _____

How much of the capital investment will be personal property (i.e. machinery, equipment)?

What will be your monthly average of the value of your inventory? _____

If you are leasing your space, what will be your lease rate? _____

If you are the property owner and will be leasing your space, what lease rate will you be asking for? _____

Employment Information

How many fulltime employees will your project retain? _____

How many part-time employees will your project retain? _____

How many fulltime employees will your project create? _____

How many part-time employees will your project create? _____

What special skills will your employees need? _____

What will the average salary be for all employees? _____

Will your employees be eligible for benefits? If so, what benefits will you provide? _____

Revenue Information

What are your projected revenues for your year 1 of operations? _____

What are your projected revenues for your year 5 of operations? _____

Are end user's sales taxable? Yes No

Will your revenue come from sales occurring in Seguin or outside of Seguin? _____

What percent of your customers do you estimate will be Seguin residents? _____

Business Operations

What is the intended end use of the building? Check all that apply.

- Retail
- Restaurant/Bar
- Office
- Residential
- Hotel
- Small scale manufacturing
- Other: _____

Does the applicant/end user(s) have a business plan for the project? For this purpose, the end user is the tenant(s) that will be occupying the space. _____

If end user(s) is known, do they have experience in operating a business? If so, please detail their experiences: _____

How many end users will be in the completed project and who will they be? _____

What funding sources will be used for the project's construction? _____

What contractor will the applicant be using for the project? _____

When does the applicant plan on starting construction, if needed? _____

When does the applicant plan on opening for operations? _____

Is the applicant pursuing any additional incentives? If so, what incentives? _____

Please explain why this incentive is needed to ensure this project comes to fruition: _____

Legal Disclosures

Information on the applicant’s financial history and associated businesses.

Please list any parent companies, subsidiaries or associated businesses to the applicant and end user(s): _____

If applicant is not an individual, please list all owners with over 25% stake of the applicant.

Has the applicant, a parent company of the applicant, a subsidiary of the applicant, associated business, an end user or a principal owner ever filed bankruptcy? If so, please provide dates, location of filing and case numbers. _____

Does the applicant, a parent company of the applicant, a subsidiary of the applicant, associated business, an end user or a principal owner have any pending litigations or are involved in an active civil suit? If so, please provide dates, location of filing and case numbers.

Applicant’s Franchise Tax ID Number: _____

Applicant’s Sales Tax ID Number: _____

Applicant’s EIN Number: _____

How long has the applicant been in business? _____

Checklist
Items to include with your application.

- Completed Application
- Business Plan
- Full credit report for all principal owners
- Three years of audited financial statements (if applicable)
- Profit/Loss Statements (if applicable)

Additional information be required or requested by the City of Seguin based on answers provided in the application.

Certification

I, _____ certify that the information submitted in this application, including attachments, is true, correct and complete. Omissions or submission of incorrect information will render this application invalid.

Applicant's Signature: _____

Applicant's Printed Name: _____

Date: _____

****CONFIDENTIAL****

This document is confidential information, protected by Chapter 551.087 of the Texas Government Code (economic development negotiations).