

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SEGUIN  
ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF  
SEGUIN: CROSSROADS BOULEVARD IMPROVEMENTS PROJECT**

This Memorandum of Understanding (“MOU”) is to document the roles and responsibilities of the Seguin Economic Development Corporation (sometimes “SEDC”) and the City of Seguin (sometimes “City”) pertaining to the Crossroads Boulevard Improvements Project.

**WHEREAS**, the City of Seguin is a duly-incorporated and existing home rule municipality chartered under the laws of the State of Texas; and

**WHEREAS**, the Seguin Economic Development Corporation is a public instrumentality and non-profit economic development corporation duly-established and operating under Texas Local Government Code Chapters 501 and 504, et seq., as amended, known as the Development Corporation Act of 1979 (the “Act”); and

**WHEREAS**, the SEDC and the City (sometimes the “Parties”) have mutual, fundamental interests in the economic vitality, growth, and development of the City of Seguin; and

**WHEREAS**, the City of Seguin has received complaints from area businesses regarding the deteriorated condition of Crossroads Boulevard, extending from SH 123 to Freeport Way in the City of Seguin, the portion of which serves as a primary access route for commercial traffic in the area (the “Crossroads Segment”); and

**WHEREAS**, the Parties find that the current condition of the Crossroads Segment has deteriorated to a point where it is detrimental to the continuing economic vitality of, as well as the promotion and expansion of new or expanded business enterprises in, the City of Seguin; and

**WHEREAS**, Tex. Local Gov’t Code Section 501.103 authorizes expenditures for certain infrastructure improvement projects that are found by the SEDC to be required or suitable for the promotion or development of new or expanded business enterprises; and

**WHEREAS**, in accordance with this Section, the SEDC wishes to provide funding to the City of Seguin for the repair and improvement of the Crossroads Segment by mill and overlay method, in an amount not to exceed \$175,000.00; and

**WHEREAS**, the SEDC and the City hereby find and determine that the provision of funding to improve the Crossroads Segment is in the best interests of the SEDC and City of Seguin, and will promote and develop new and expanded business enterprises in the City.

**THEREFORE, THE SEDC AND CITY ALLOCATE RESPONSIBILITIES AS FOLLOWS:**

**Section 1. City Obligations.**

- (a) The City will use required state and local procurement requirements to engage the services of a professional contractor for design and engineering services, and will administer and oversee said services as they pertain to the Project and pursuant to the terms of all agreements with said contractor.
- (b) The City will procure a contract for construction in accordance with state and local

procurement methods as required by law, and will be responsible for administration and oversight of the construction services as they pertain to the Project and pursuant to the terms of the Contract, from commencement of construction to construction completion.

- (c) Construction of the Project shall be completed no later than \_\_\_\_\_.

**Section 2. SEDC Obligations.**

- (a) The SEDC Investment in the Project will cover Project engineering, design, and construction costs realized by the City of Seguin, in an amount not to exceed \$175,000.00 (the “Incentive Amount”).
- (b) Upon confirmation final payment to contractors selected to complete the Project. the SEDC will transfer the Incentive Amount to the City, for costs of the Project.

**Section 3. Finalization of Project.**

- (a) In the event the Project terminates or is otherwise not realized in full or in part, each Party will be relieved of its obligations as defined herein, pursuant to any legal requirements and responsibilities as may be provided by the terms of the contracts.

**Section 4. Miscellaneous Provisions.**

- (a) This MOU will commence upon the last of approvals and signatures among the City of Seguin and the SEDC, and will terminate at the completion of Project construction, or on \_\_\_\_\_—whichever occurs sooner.
- (b) This Memorandum of Understanding may be amended only in writing and approved by both Parties, through their respective governing bodies or boards.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS**, in its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, and executed by its authorized representative.

**CITY OF SEGUIN, TEXAS**

\_\_\_\_\_  
By:  
Its:

ATTEST:

\_\_\_\_\_  
City Secretary

**APPROVED BY THE SEGUIN ECONOMIC DEVELOPMENT CORPORATION** in its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, and executed by its authorized representative.

**SEGUIN ECONOMIC  
DEVELOPMENT CORPORATION**

\_\_\_\_\_  
By Elaine Bennett, President

ATTEST:

\_\_\_\_\_  
Eddie Davila Jr., Secretary