

## **REIMBURSEMENT AGREEMENT FOR UTILITY IMPROVEMENTS**

This Agreement is made on August \_\_\_\_\_, 2015 between the City of Seguin, a Texas municipal corporation (the "City"), and W & B Development, Ltd (the "Developer"),

### **RECITALS**

1. The Seguin Code of Ordinances along with the Seguin Unified Development Code provides for the installation of certain public improvements associated with new subdivisions. These Ordinances also allow the City to require a subdivision developer to install improvements that have an increased capacity with respect to City minimum standards or the needs of the subdivision. When such is required the City and the Developer agree to allocate the cost of the improvements between the Parties.
2. The City requested that the Developer of the Meadows at Nolte Farm Subdivision install an upgraded and larger lift station to provide for the subdivision and for future City utility needs. As part of this request the City agreed to pay the Developer the sum of \$150,000.00.
3. The Developer, through its contractor completed the Lift Station Improvements, in accordance with the City's requirements and the City has accepted the lift station as part of the public improvements for the subdivision.

### **AGREEMENT**

The City and the Developer, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, agree and contract as follows:

1. The Developer agreed to construct the Lift Station Upgrades as described on the construction plans for the Subdivision approved by the City in accordance with the City's utility construction standards.
2. The Developer acted as project manager in the construction of the Lift Station Improvements. The Developer ensured that the construction was carried out under the direct supervision of a professional engineer registered in the State of Texas.
3. The City agreed to pay to the Developer a price not to exceed \$150,000.00, being the cost for the Lift Station Improvements being requested by the City. This payment will be made in a lump sum no later than 30 days after the completion of the project and acceptance by the City.
4. The City conducted inspections during the construction process, and has approved the start-up and operation of the Lift Station. The Lift Station is now on line, and operational. The Developer hereby submits a one-year warranty against defects in materials and workmanship in the Utility Improvements starting from the date of approval and start-up (2-1-15).
5. This Agreement and the provision of utility services through the Utility Improvements are subject to all valid and applicable ordinances, rules, regulations, and laws of all governmental agencies having lawful jurisdiction over them.

6. This Agreement constitutes the entire agreement between the parties hereto and may be amended only by a written document signed by the parties. This Agreement shall be binding upon the successors and assigns of the parties. The assignment of all or part of this Agreement by a party is not valid without the written consent of the other party.

7. Each of the persons executing this Agreement represent that he or she has full power and authority to execute this Agreement on behalf of the party that person represents.

8. This Agreement shall be construed and enforced according to the laws of the State of Texas and exclusive venue for any legal action arising under this Agreement shall lie in Guadalupe County, Texas.

**For the City of Seguin, Texas**

**For W & B Development, Ltd**

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Douglas G. Faseler, City Manager



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