



City of Seguin

210 E. Gonzales Street
Seguin TX, 78155

Public & Virtual Meeting Agenda City Council

Tuesday, April 1, 2025

5:30 PM

Council Chambers

This meeting can be viewed live at:

https://cityofsequintx.granicus.com/MediaPlayer.php?publish_id=fff50dfe-e46c-41f2-8afc-fd99fcd0fab2

1. **Call to Order**
2. **Invocation - Pastor J.L. Hudson, Unity Baptist 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. **25-131** Presentation of Seguin Police Department's "Accreditation Status" for compliance with the Texas Law Enforcement Accreditation Program. - Todd Smith, City of Fair Oaks Ranch Police Chief

Attachments: [2025 Accreditation Program Presentation](#)
[2025 Accreditation Program Presentation](#)
[Congratulations Seguin PD Accreditation 2025](#)

7. **Consent Agenda**

- a. **25-207** Minutes of the March 18, 2025 City Council Meeting.

Attachments: [CC Minutes 03182025](#)

- b. [25-226](#) Check Report March 15, 2025 through March 28, 2025.
Attachments: [Check Report 03152025 - 03282025](#)
- c. [25-156](#) Ordinance on second reading amending the Seguin Code of Ordinance, Chapter 90, amending Section 131 and 132; 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. - Melissa Reynolds, PE, MPA, CFM - Director of Engineering & Capital Projects
Attachments: [2025-03-18 Memo Section 90-131 and 90-132](#)
[2025-03-18 Ordinance Section 90-131 and 90-132](#)
[Sections 90-131 and 90-132 Revision](#)
- d. [25-173](#) Ordinance on second reading amending the Fiscal Year 2025 General Fund Budget of the City of Seguin and declaring an effective date. - Susan Caddell, Director of Finance
Attachments: [Mid Year memo 2025](#)
[General Fund Mid Year Summary](#)
[Mid Year General Fund FY25](#)
- e. [25-174](#) Ordinance on second reading amending the Fiscal Year 2025 Utility Fund Budget of the City of Seguin and declaring an effective date. - Susan Caddell, Director of Finance
Attachments: [Utility Fund Mid Year Summary](#)
[Mid Year Utility Fund FY25](#)
- f. [25-175](#) Ordinance on second reading amending the Fiscal Year 2025 Special Revenue Fund Budget of the City of Seguin and declaring an effective date. - Susan Caddell, Director of Finance
Attachments: [Special Revenue Fund Mid Year Summary](#)
[Mid Year Special Revenue Fund FY25](#)
- g. [25-176](#) Ordinance on second reading amending the Fiscal Year 2025 Debt Service Fund Budget of the City of Seguin and declaring an effective date. - Susan Caddell, Director of Finance
Attachments: [Mid Year Debt Service Fund FY25](#)
- h. [25-195](#) Resolution authorizing a tax exemption for maintenance of the Recorded Texas Historic Landmark at 308 S. Erkel Avenue. - Kyle Kramm, Main Street & CVB Director/HPO
Attachments: [Council Memo - 308 South Erkel's 2025 Tax Exemption](#)
[Erkel Tax Abatement Resolution 2025](#)
[308 Erkel Application 2025-03-03](#)
- i. [25-196](#) Resolution authorizing a tax exemption for maintenance of the Recorded

Texas Historic Landmark at 617 North Guadalupe Street. - Kyle Kramm,
Main Street & CVB Director/HPO

Attachments: [Council Memo - 617 North Guadalupe's 2025 Tax Exemption](#)

[Wasilition Tax Abatement 2025 Resolution](#)

[Receipts](#)

[Details - Joseph Sonka House - Atlas Number 5187002866 - Atlas Texas Hist
Sec. 94 30. and Sec. 94 32 of Code of Ordinances](#)

- j. [25-199](#) Resolution authorizing execution of a Professional Services Agreement with Best EMS; approving the appointment of Justin Norheim, D.O. as the Medical Director for Seguin Fire Department; authorizing notice of termination to the current Medical Director; and declaring an effective date. - Dale Skinner, Fire/EMS Chief
- Attachments:** [Council Memo Medical Director March 2025](#)
[Resolution \(Best EMS\)](#)
[City of Seguin - EMS Medical Director Agreement - 5.1.2025](#)
[Norheim Bio](#)
- k. [25-206](#) Resolution authorizing the City Manager to execute an agreement with Data Projections, Inc. regarding a Texas Department of Information Resources cooperative purchasing quote in the amount of \$70,212.93 for the purchase, delivery, and installation of new audio equipment including speakers and amps at the Seguin Coliseum; and declaring an effective date. - Jack Jones, Director of Parks and Recreation
- Attachments:** [Memo regarding the purchase of new speakers and amps for the Coliseum](#)
[Resolution for new speakers and amps at the Seguin Coliseum](#)
[Coliseum Audio Improvements Proposal](#)
- l. [25-211](#) Resolution authorizing the City Manager to enter into a Professional Service Agreement in the amount of \$85,000 with TRC Engineers, Inc. for the Texas Department of Agriculture 2025-2026 Community Development Fund Project; and declaring an effective date. - Melissa Reynolds, PE, MPA, CFM, Director of Engineering and Capital Projects
- Attachments:** [2025-04-01 Memo TxCDBG Engineering PSA](#)
[2025-04-01 Resolution TxCDBG Engineering PSA](#)
[Professional Services - Seguin CDBG](#)
- m. [25-216](#) Resolution authorizing the purchase of two vehicles for the Water Utilities Department replacement of unit 504 in the amount of \$76,686 & unit 518 in the amount of \$76,686; and declaring an Effective Date. - Steven Purchase, Fleet Manager

Attachments: [Council Coversheet Water SP](#)
[Resolution\(2 Work Trucks\)\(BuyBoard\)](#)
[Electric Flat bed Truck 2025 Caldwell CHEVROLET](#)
[Gunn GMC Half Ton Electric w BuyBoard](#)
[Council Coversheet Water SP.pdf](#)
[Electric Flat bed Truck 2025 Caldwell CHEVROLET.pdf](#)

8. Action Items - Discussion and Possible Motion to Approve

- a. [ZC 02-25 CC](#) Public Hearing and Ordinance on first reading to consider a zoning change from Single Family Residential (R-1) to Duplex High Density (DP-2) for the property located at 805 N. Olive St., Property ID: 16480, (ZC 02-25). - Pamela Centeno, Director of Planning and Codes
- Attachments:** [Staff Memo ZC 02 25](#)
[ZC 02-25 Ordinance](#)
[ExhibitA CC](#)
[Planning Commission Report and packet](#)
- b. [ZC 04-25 CC](#) Public Hearing and Ordinance on first reading to consider a zoning change from Commercial (C) and Single-Family Residential (R-1) to Neighborhood Commercial (NC) zoning for the property located at 905 W. Court St., Property ID: 46106, (ZC 04-25). - Pamela Centeno, Director of Planning & Codes
- Attachments:** [Staff Memo ZC 04 25](#)
[ZC 04-25 Ordinance](#)
[ExhibitA CC](#)
[Planning Commission Report and packet](#)
- c. [25-181](#) Public Hearing and Ordinance on first reading to consider the proposed addition of Chapter 6 - Sign Regulations to the Unified Development Code (UDC) to replace the current sign regulations in Chapter 82 of the Code of Ordinances, including amendments to the fee schedule in Appendix C of the Code of Ordinances. - Pamela Centeno, Director of Planning and Codes
- Attachments:** [CC Memo UDC Chapter6 SignRegulations](#)
[Ordinance UDC SignRegulations April2025](#)
[ExhibitA UDC Chapter6 Sign Ordinance April 2025](#)
[PlanningCommissionFinalReport UDC_Ch6_Signs](#)
- d. [25-210](#) Resolution authorizing the City Manager to approve a professional services agreement with TRC Engineers, Inc. for engineering services related to the Ground Water / Surface Water Interconnect Project; and declaring an effective date. - Terri Lynn Ruckstuhl, Senior Utilities Engineer.

Attachments: [Council Memo 4-1-2025](#)
[Resolution 4-1-2025](#)
[GW-SW WL Interconnect Proposal](#)

- e. [25-223](#) Resolution authorizing the City Manager to execute an ATM Lease Agreement between the City of Seguin and Wells Fargo Bank, N.A. - Josh Schneuker, Director of Economic Development

Attachments: [040125 ATM Lease Memo CC Memo](#)
[CC Resolution \(ATM Lease\)](#)
[City of Seguin - Wells Fargo ATM Lease Agreement](#)

- f. [25-224](#) Resolution approving an amendment to the Fiscal Year 2025 for the Seguin Economic Development Corporation Budget. - Josh Schneuker, Director of Economic Development

Attachments: [040125 SEDC Budget Amendment 1 Memo CC Memo](#)
[City Council Resolution SEDC Budget Amendment 1](#)
[SEDC Resolution 2025-03 Budget Amendment - Gov Capital Loan](#)

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. [25-227](#) Section 551.071(2) and 551.072 - Consultation with Attorney and Deliberation Regarding Real Property - To deliberate property located:
- Along the intersection of FM 20 and SH 123
- Near Gateshead Drive
Possible Action may follow in Open Session.

10. **Reconvene into Open Session and Take Action on Closed Session Items if necessary**

- a. [25-220](#) Resolution declaring a necessity for the acquisition of a 0.266-acre permanent utility easement and a 0.171-acre temporary construction easement on a tract of land out of the Margarita Cherino, Survey Number 20, Abstract Number 10, Guadalupe County, Texas, and being out the remainder of a 95.65 tract, as conveyed to Roy Schulmeier, by deed by independent executor under a will as recorded in Volume 15555, Page 877, 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 related above and below ground appurtenances along the intersection of FM20 to improve service capacity to the area and authorizing the institution of condemnation proceedings to acquire said property interests to the extent the negotiations are unsuccessful. - Connie Real, Real Estate Manager

Attachments: [Resolution No Schulmeier\(FM20 & Hannah Heights\)](#)
[241211 Schulmeier 52644 Hannah Heights \(0.171 ac\) 10' temp](#)
[241211 Schulmeier 52644 Hannah Heights \(0.266 ac\) 16' perm FN_EX](#)

- b. [25-221](#) Resolution declaring a necessity for the acquisition of a 2.01-acre permanent utility easement and a 0.23-acre temporary construction easement on a tract of land out of the J. Sowell Survey, A-35, Guadalupe County, Texas, and being out of a called 4.23-acre tract of land (Tract E) dedicated for the drainage and utility use, conveyed to Nolte Farms Master Community, Inc described by an instrument recorded in Document Number 2016027809 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 near Gateshead Drive to increase wastewater service capacity to the area and authorizing the institution of condemnation proceedings to acquire said property interests to the extent negotiations are unsuccessful. - Connie Real, Real Estate Manager

Attachments: [Resolution No Nolte Farms MasterP9\(GCWWFM\)](#)
[157037 Nolte Farms PUE & TCE](#)

- c. [25-222](#) Resolution declaring a necessity for the acquisition of a 0.39-acre permanent utility easement on a tract of land out of the J. Sowell Survey, A-35, Guadalupe County, Texas, out of the Meadows at Nolte Farms Phase II and being over, through, and across a called 0.60-acre tract of land (Tract F) dedicated for drainage and utility use, conveyed to Nolte Farms Master Community, Inc described by an instrument recorded in Document Number 2016027890 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 near Gateshead Drive to increase wastewater service capacity to the area and authorizing the institution of condemnation proceedings to acquire said property interests to the extent negotiations are unsuccessful. - Connie Real, Real Estate Manager

Attachments: [Resolution No Nolte Farms MasterP10\(GCWWFM\)](#)
[162828 Nolte Farms PUE](#)

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 March 2025 at 2:00 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.

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

From: Jason Brady, Chief of Police

Subject: The Law Enforcement Accreditation Program Presentation

Date: March 18, 2025

During the April 1, 2025 Seguin City Council meeting, Todd Smith, the Chief of Police for the city of Fair Oaks Ranch will present our re-accreditation certificate on behalf of the Texas Police Chiefs Association (TPCA). The TPCA is the organization that administers the Law Enforcement Accreditation Program.

The Law Enforcement Accreditation Program is a voluntary process where police agencies in Texas prove their compliance with 170 Texas Law Enforcement Best Practices. These Best Practices were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service, the reduction of risk and the protection of individual's rights.

The Seguin Police Department has been meeting best practices since 2013 and is one of only about 240 agencies out of 2800 law enforcement agencies in Texas to be so accredited. We are proud to demonstrate to our community our commitment to maintaining the highest standards in providing professional police services.



TEXAS POLICE CHIEFS ASSOCIATION FOUNDATION

a 501 (c)(3) organization

P.O. Box 1030

Elgin, Texas 78621

Phone: 512-281-5400 1-877-7 POLICE • Fax: 512-281-2240

E-Mail: info@tpcaf.org • Web Page: www.tpcaf.org

Chief Brady,

On behalf of the Texas Police Chiefs Association Foundation, I want to officially notify you that the Sequin Police Department achieved "Accreditation Status" for compliance with the Texas Law Enforcement Accreditation Program.

As you know, the accreditation process is extensive and challenging. The SPD is to be commended for the commitment and professional dedication made toward this success. This outstanding achievement is one that every agency employee and your community members can proudly accept, knowing your Agency has met Texas' Gold Standard in Law Enforcement Accreditation.

We will be in contact with you in the near future to schedule a local public opportunity for acknowledging the Agency's "Accreditation Award" so that your citizens and community leaders can fully appreciate this professional accomplishment.

During the 2025 TPCA Annual Conference, your peers will recognize your Agency. The award ceremony will be held during the Awards and Accreditation Luncheon, which is generally held on Wednesday during the conference.

Again, please accept my sincere "Congratulations" on an exceptional job!

Respectfully,

Steve Stanford

Steve Stanford, Chairman
TPCAF Accreditation Committee



It's real.

City of Seguin

210 E. Gonzales Street
Seguin TX, 78155

Meeting Minutes

City Council

Tuesday, March 18, 2025

5:30 PM

Council Chambers

Public & Virtual

1. Call to Order

Mayor Dodgen called the meeting to order at 5:30 P.M.

2. Invocation - Pastor Joshua Jordan, Lifegate Church

3. Pledge of Allegiance/Salute to the Texas Flag

4. Roll Call

Present: 8 - Councilmember Joe Rea, Councilmember David Eveld, Councilmember Jim Lievens, Councilmember John Carlsson, Councilmember Paul Gaytan, Councilmember Monica N. Carter, Councilmember Bill Keller, and Councilmember Jason Biesenbach

Presiding: 1 - Mayor Donna Dodgen

5. Hearing of Residents:

Timothy Earl, 5662 Hickory Forrest Dr, and Bob Hanneran, 5335 Wagner, New Braunfels, informed that the South Central Regional IGP Championship was held in Seguin at the end of February. Mr. Earl stated there was not as much participation as they initially wanted, but those that attended were pleasantly surprised by the amenities that Seguin offers. They thanked the City Council and local restaurants for their support and presented Nancy and Cheryl with 1117 Smokehouse and Saloon a certificate of appreciation and said they were instrumental in the events success. Lastly, they announced that the Regional event went so well that they were asked to put in a bid to host the 2026 national event in Seguin. Winners of the national event would represent the USA in the world event.

Director of Main Street/CVB Kyle Kramm invited City Council and the community to attend Moonlight & Roses on Friday, April 4, 2025 from 7-9 P.M. in the Memorial Rose Garden at Walnut Springs Park. The event will consist of jazz music and the annual downtown awards will be presented. The event is free to attend but there is an option to preorder a picnic basket for those interested.

City Manager Steve Parker thanked Public Works for hosting the Hazardous Household Waste event. He said that it was well attended, took lots of man power to staff, went over capacity and is an expensive endeavor. He thanked City Council for their support and said that it needs to be a more regularly occurring event.

Mayor Dodgen agreed that the Hazardous Waste event was very labor intensive and

added that it was very organized and set up very well. She informed that by 10 A.M. the City had already exhausted the funds for the grant. So she called Mr. Parker to inform him that the line of residents still waiting to dispose of hazardous waste was up the hill. The City chose to continue the event at the City's expense. She knows those organizing and cleaning up did not stop working until 7 P.M. and there were still about 30 cars that were not able to be serviced.

Mayor Dodgen congratulated Freddy King, Manager of Electric Utility, for recently receiving the Unsung Hero Award from the Texas Electric Cooperative. He was recognized for his efforts to expand access to critical training measures, ensuring professionals across Texas are better equipped to maintain safer electrical practices. Additionally, she congratulated Assistant Police Chief Jaime "Rusty" Suarez for graduating from the 293rd session of the prestigious FBI National Academy. She also announced that the Seguin Economic Development Corporation has been recognized by the Texas Economic Development Council by receiving the Economic Excellence Award. This award highlights commitment to best practices, professional development, and outstanding economic growth efforts in Seguin.

Mayor Dodgen reminded that the survey regarding roadway safety at the corner of FM 78 and Huber Rd in Seguin will close on Thursday, March 20th. The survey link is posted on the city website and Facebook page.

She also invited everyone to participate in the Tip-A-Cop Event this Friday, March 21st from 11 A.M. to 1:30 P.M. at Burnt Bean. The tips given at the event will support Special Olympics Texas. Also, reminded that the Community Kite Festival is this Saturday, March 22 at Manuel Castilla Park from 10 A.M. to 1 P.M. It is a free event and everyone is welcome to attend.

6. Presentation

- a. [25-177](#) Presentation of Fiscal Year 2024 Audit Report. - Deborah Fraser, Armstrong, Vaughan and Associates, PC

Indexes:

Auditor Deborah Fraser presented the Fiscal Year 2024 Audit Report and stated that Seguin received an Unmodified Opinion.

Councilmember Lievens thanked City Council for allowing him to sit on the Audit Committee and thanked Finance Director Susan Caddell for being conservative with the City's funds.

Mayor thanked Ms. Fraser for her presentation and informed City Council that Ms. Fraser was available to answer questions related to the audit at any time.

7. Consent Agenda

Approval of the Consent Agenda

A motion was made by Councilmember Rea, seconded by Councilmember Keller, to approve the Consent Agenda. The motion carried by the following vote:

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

- a. [25-193](#) Minutes of the March 4, 2025 City Council Meeting.
- Indexes:**
- These Minutes were approved.**
- b. [25-192](#) Check Report March 1, 2025 through March 14, 2025.
- Indexes:**
- The Check Report was acknowledged.**
- c. [25-167](#) Resolution accepting the Petition for Release from the City's Extraterritorial Jurisdiction filed by David and Debra Joyner for one property in Guadalupe County (Property ID No. 60380) and granting the request for Release effective the date of the passing of this Resolution. - Shelly Jackson, Assistant Director of Planning/Codes
- Indexes:**
- This Resolution was approved.**
- Enactment No: RES 2025R-061
- d. [25-170](#) Resolution authorizing the City Manager to enter into an Agreement with Library Interiors of Texas regarding a Choice Partners quote in the amount of \$100,034.55 to replace existing furniture, add new shelving in the children's area, add ADA compliant furniture at the Seguin Public Library; and declaring an effective date. - Silvia Christy, Library Director
- Indexes:**
- This Resolution was approved.**
- Enactment No: RES 2025R-062
- e. [25-171](#) Resolution authorizing the City Manager to execute Change Order Nos. 1-3 with E-Z Bel Construction, LLC in the amount of \$210,307.22 for the Lawson Street Reconstruction Project through the Texas Department of Agriculture's Texas Rural Business Fund Grant; and declaring an effective date. - Melissa Reynolds, PE, MPA, CFM - Director of Engineering & Capital Projects
- Indexes:**
- This Resolution was approved.**
- Enactment No: RES 2025R-063
- f. [25-146](#) Resolution awarding a bid in the amount of \$206,279 to C3 Environmental Specialties, LP for the 2025 Public Sidewalk Repairs project; authorizing the City Manager to enter into a construction

contract with C3 Environmental Specialties, LP.; and declaring an effective date. - Melissa Reynolds, PE, MPA, CFM - Director of Engineering | Capital Projects

Indexes:

This Resolution was approved.

Enactment No: RES 2025R-064

- g. [25-168](#) Resolution authorizing the City Manager to enter into a Professional Service Agreement in the amount of \$365,855.93 with Rodriguez Transportation Group for Professional Services for the Joe Carrillo Street/Countryside Boulevard Sidewalk Project (CSJ #0915-46-062); and declaring an effective date. - Melissa Reynolds, PE, MPA, CFM - Director of Engineering & Capital Projects

Indexes:

This Resolution was approved.

Enactment No: RES 2025R-065

- h. [25-150](#) Resolution authorizing the City Manager to execute a Tree Trimming and Removal Service Agreement between Kriewaldt Tree Care and the City of Seguin for tree trimming and removal services; and declaring an effective date. - Jack Jones, Director of Parks and Recreation

Indexes:

This Resolution was approved.

Enactment No: RES 2025R-066

- i. [25-158](#) Resolution authorizing the City Manager to approve purchase for \$159,729.21 for the FY25 Microwave Radio Refresh CIP initiative; and declaring an Effective Date. - Shane McDaniel, Chief Information Officer

Indexes:

This Resolution was approved.

Enactment No: RES 2025R-067

- j. [25-186](#) Resolution authorizing the City Manager to approve purchase not to exceed \$152,706 for the FY25 CIP UOC AV upgrade; and declaring and Effective Date. - Shane McDaniel, Chief Information Officer

Indexes:

This Resolution was approved.

Enactment No: RES 2025R-068

8. Action Items - Discussion and Possible Motion to Approve

- i. [25-185](#) Resolution awarding the work described in RFQ #AF-2025-42, Presiding Municipal Court Judge services to Darrell Dullnig; authorizing staff to negotiate a contract; authorizing the City Manager to enter into a service agreement if a satisfactory contract can be negotiated; and declaring an effective date. - Susan Caddell, Director of Finance

Indexes:

Finance Director Susan Caddell informed that Judge Darrell Dullnig has been serving as the City's Associate Municipal Court Judge despite being the lone judge presiding over municipal matters since Judge Kevin Kolb passed away on March 28, 2023. In December 2024, City Council voted to extend Judge Dullnig's contract through March 30, 2025.

The City went out for Requests for Qualifications to appoint a Presiding Judge. There were three response submitted; Darrell Dullnig, Robert Barfield, and Langley & Banack. When reviewing the fees that would be charged, Judge Dullnig is the most cost effective. Ms. Caddell said staff has been very pleased with Judge Dullnig and works very well with him and recommends awarding the contract for Municipal Court Presiding Judge to Darrell Dullnig.

Judge Dullnig thanked City Council for the opportunity to serve and commended Landra Solansky and her staff in Municipal Court for their excellent work and for being wonderful at what they do.

A motion was made by Councilmember Lievens, seconded by Councilmember Carter, that this Resolution be approved. The motion carried by the following vote:

Presiding: 1 - Mayor Dodgen

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

Enactment No: RES 2025R-072

- a. [25-183](#) Resolution expressing support for Texas Senate Bill 1074 and Texas House Bill 2876, which would allow TXDOT to amend its existing agreement for a portion of State Highway 130 and advance funding for non-tolled transportation projects between Interstate 35 and State Highway 130. - Josh Schneuer, Director of Economic Development

Indexes:

Director of Economic Development Josh Schneuer introduced James Lovett with SH 130 Company and declared how great of a partner SH 130 Company has been to the City of Seguin.

Mr. Lovett said that Representative Gerdes is sponsoring a Texas House Bill 2876 and Senator Saffarini is sponsoring Texas Senate Bill 1074 that if approved would allow TxDOT to revise its existing agreement with SH 130 Concession Co. to fund

non-tolled transportation projects in the corridor.

A motion was made by Councilmember Biesenbach, seconded by Councilmember Eveld, that this Resolution be approved. The motion carried by the following vote:

Presiding: 1 - Mayor Dodgen

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

Enactment No: RES 2025R-069

b. [25-191](#)

Resolution approving (i) the Resolution of the Board of Directors of the Seguin Economic Development Corporation regarding a loan to finance the costs of an economic development project; (ii) a sales tax remittance agreement between the City and the Corporation; (iii) resolving other matters incident and related to the project and the loan; and (iv) the authority of the Mayor to execute, on behalf of the city, a general certificate of the City and the agreements contemplated in the Resolution. - Josh Schneuker, Director of Economic Development

Indexes:

Director of Economic Development Josh Schneuker explained that this is the first step in the process to bring a Texas State Technical College campus to Seguin. The SEDC is pursuing the possible acquisition of a 133-acre tract of land located at the southeast corner of State Highway 46 and Cordova Road. After reviewing different financing options, including the issuance of sales tax revenue bonds and traditional financing

through a private lending institution, SEDC has determined that financing through Government Capital Corporation (GCC) is the best path forward.

Matt Sullivan, with GCC, explained that the loan is a proposed 20-year sales tax backed note. He explained it is a pledge of sales tax, meaning GCC will have no interest in the dirt. The loan will be fully callable at a premium of 101 in years 5 to 10 and at par year 10 forward. The payments are due quarterly and refinancing is available at year 5 forward.

Mr. Schneuker said staff made sure this won't negatively impact SEDC and that sales tax is trending in an excellent direction that will allow SEDC to continue working on other projects. He said there will be two payments due this fiscal year so Council will consider a budget amendment at a future council meeting to allocate for those payments. The amount to be paid, including principal and interest, is \$11.5M, with \$579,300 due annually. Lastly, he said that SEDC approved took action on this item approved this item at their meeting earlier today.

A motion was made by Councilmember Keller, seconded by Councilmember Lievens, that this Resolution be approved. The motion carried by the following vote:

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

Enactment No: RES 2025R-070

- c. [25-172](#) Resolution awarding a bid in the amount of \$10,807,704.00 to E-Z Bel Construction, LLC for the Guadalupe Street GLO 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 E-Z Bel Construction, LLC; and declaring an effective date. - Melissa Reynolds, PE, MPA, CFM - Director of Engineering & Capital Projects

Indexes:

Director of Engineering and Capital Projects Melissa Reynolds informed that the City received seven bids for the Guadalupe Street GLO Drainage Project. Two of the seven bids were disqualified for being incomplete or having bid tab issues. Of the five qualified bids, City staff is recommending the contract be awarded to E-Z Bel Construction, LLC, based on their experience and qualifications, in the amount of \$10,807,704.00, which is roughly \$1M less than the engineers estimate for cost of the project.

Councilmember Keller asked when the project would start and be completed. Mrs. Reynolds answered that the project is required to be completed by 2027 but they are hoping for completion in Fall 2026. She added that this project will take longer than the others because it is more congested in the construction area.

A motion was made by Councilmember Biesenbach, seconded by Councilmember Keller, that this Resolution be approved. The motion carried by the following vote:

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

Enactment No: RES 2025R-071

- d. [25-156](#) Ordinance on first reading amending the Seguin Code of Ordinance, Chapter 90, amending Section 131 and 132; 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. - Melissa Reynolds, PE, MPA, CFM - Director of Engineering & Capital Projects

Indexes:

Director of Engineering and Capital Projects Melissa Reynolds stated that the revisions to Sec. 90-131 and 90-132 are needed because that area of the code is outdated and the revisions will provide consistency between the Unified Development Code, Roadway Adequacy and Access Technical Manual, and the Code of Ordinances.

A motion was made by Councilmember Eveld, seconded by Councilmember Biesenbach, that this Ordinance be approved on first reading. The motion carried by the following vote:

Presiding: 1 - Mayor Dodgen

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

e. [25-173](#)

Ordinance on first reading amending the Fiscal Year 2025 General Fund Budget of the City of Seguin and declaring an effective date. - Susan Caddell, Director of Finance

Indexes:

Finance Director Susan Caddell explained that after the audit each year the City staff submit their mid-year budget amendment requests. Any unexpected expenditures that have arisen since approval of the original budget and the list of capital items that were not funded during the budget process are reviewed. If all these amendments are approved, the City would still have over 5 months of fund balance in the General Fund and over 3.5 months in the Utility Fund, meeting the requirements of the City's Fund Balance Policy. Some of the amendments being considered are to allocate funding for the business grants, additional funds for the Hazardous Waste Collection event, a City Council visioning session in May, the increase in medical and election expenses, additional watering needs for ground replacement of dead trees, a skid loader and trailer for the Streets Department, drones for the Police Department and a replacement drone for the Fire Department, and a grapple truck for the Brush Department.

Mrs. Caddell also informed that when the City started to collect tax on residential electric accounts, City Council recommended that money goes towards street maintenance so there is a budget amendment included to allocate that money, over \$200k annually, to street maintenance.

A motion was made by Councilmember Carter, seconded by Councilmember Rea, that this Ordinance be approved on first reading. The motion carried by the following vote:

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

Enactment No: ORD 2025-014

f. [25-174](#)

Ordinance on first reading amending the Fiscal Year 2025 Utility Fund Budget of the City of Seguin and declaring an effective date. - Susan Caddell, Director of Finance

Indexes:

Finance Director Susan Caddell said that one of the bigger adjustments for Utility Fund Budget is a \$1.9M transfer to the Utility Reserve fund as the Texas Water Development Board bonds require over \$10M in reserve for the life of the bond, 30 years. She has three more years to build up to the \$10M required.

A motion was made by Councilmember Carter, seconded by Councilmember Biesenbach, that this Ordinance be approved on first reading. The motion carried by the following vote:

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

Enactment No: ORD 2025-015

- g. [25-175](#) Ordinance on first reading amending the Fiscal Year 2025 Special Revenue Fund Budget of the City of Seguin and declaring an effective date. - Susan Caddell, Director of Finance

Indexes:

Finance Director Susan Caddell informed that when CPS purchased Rio Nogales the City received a payment of \$9.5M. There is \$95k left in that fund and this adjustment would transfer that money to the Downtown Fund to fund the projects discussed at the last City Council meeting.

A motion was made by Councilmember Carter, seconded by Councilmember Keller, that this Ordinance be approved on first reading. The motion carried by the following vote:

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

Enactment No: ORD 2025-016

- h. [25-176](#) Ordinance on first reading amending the Fiscal Year 2025 Debt Service Fund Budget of the City of Seguin and declaring an effective date. - Susan Caddell, Director of Finance

Indexes:

Finance Director Susan Caddell stated that this adjustment would be to cover the first payment on the bonds that were just issued.

A motion was made by Councilmember Rea, seconded by Councilmember Biesenbach, that this Ordinance be approved on first reading. The motion carried by the following vote:

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

Enactment No: ORD 2025-017

9. **Closed Session**

Mayor Dodgen recessed the Open Session and convened into Closed Session at 6:23 P.M.

- a. [25-182](#) Section 551.087 - Deliberation Regarding Economic Development Negotiations: (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. (2) to deliberate the offer of a financial or other incentive to a business prospect.
- Project Bahn Blitzten

Indexes:

No action was taken during Closed Session.

- b. [25-184](#) Section 551.071(2) and 551.072 - Consultation with Attorney and Deliberation Regarding Real Property: To deliberate property located along or near FM 20 on the FM 20 and Hannah Heights Project in Guadalupe County, Texas. Possible action(s) may follow in Open Session.

Indexes:

No action was taken during Closed Session.

- c. [25-187](#) 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

Indexes:

No action was taken during Closed Session.

10. **Reconvene into Open Session and Take Action on Closed Session Items if necessary**

Mayor Dodgen adjourned the Closed Session and reconvened into Open Session at 6:55 P.M.

- 25-204** Resolution authorizing the execution of an Option Contract between the Seguin Economic Development Corporation and Joyce and Charles Urban in relation to acquisition of certain real property located at the southeast corner of Cordova Road and SH 46, in Guadalupe County, Texas, and consisting of approximately 133 acres of land; providing for signatories; addressing related matters; and declaring an effective date. - Josh Schneuker, Director of Economic Development

Indexes:

A motion was made by Councilmember Lievens, seconded by Councilmember Carlsson, that this Resolution be approved. The motion carried by the following vote:

Presiding: 1 - Mayor Dodgen

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

Enactment No: RES 2025R-073

- 25-205** Authorize the City Manager to execute a Purchase Agreement between the City of Seguin and Dorothy Harnage, related to the acquisition of approximately 1.022-acres of permanent utility easement and 0.500-acres of temporary construction easement for the FM20

Hannah Heights Project, as presented in Closed Session.- Mark Kennedy, City Attorney

Indexes:

A motion was made by Councilmember Keller, seconded by Councilmember Biesenbach, that this Action Item be approved. The motion carried by the following vote:

Presiding: 1 - Mayor Dodgen

Aye: 8 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

11. Adjournment

Mayor Dodgen adjourned the meeting at 6:57 P.M.

Donna Dodgen, Mayor

ATTEST:

Kristin Mueller, City Secretary



CITY OF SEGUIN

It's real.

Check Report

By Check Number

Date Range: 03/15/2025 - 03/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: 1F-COS Pooled Cash						
00-4735	4AP HOLDINGS INC.	03/25/2025	EFT	0.00	389.78	21557
00-5341	AJR MEDIA GROUP	03/25/2025	EFT	0.00	9,000.00	21558
00-3329	ALL TEX PIPE & SUPPLY	03/25/2025	EFT	0.00	211.75	21559
00-4474	AMAZON CAPITAL SERVICES, INC.	03/25/2025	EFT	0.00	37.99	21560
00-2767	AMERICAN LUBE SUPPLY	03/25/2025	EFT	0.00	2,962.80	21561
00-6	ANGEL PEST CONTROL, INC.	03/25/2025	EFT	0.00	730.00	21562
00-5295	ANIXTER INC	03/25/2025	EFT	0.00	1,417.41	21563
00-5413	ARBER INC. FIRE & SECURITY	03/25/2025	EFT	0.00	495.00	21564
00-5133	ASCO	03/25/2025	EFT	0.00	197.30	21565
00-4827	ASSOCIATED CONSTRUCTION PARTNERS LTD	03/25/2025	EFT	0.00	1,322,717.40	21566
00-383	BD HOLT CO	03/25/2025	EFT	0.00	604.20	21567
00-3753	BEALOR JR., BRUCE	03/25/2025	EFT	0.00	11,200.72	21568
00-242	BECKER'S FEED & FERTILIZER, INC	03/25/2025	EFT	0.00	356.80	21569
00-6113	BGE INC	03/25/2025	EFT	0.00	8,722.53	21570
00-892	BOUND TREE MEDICAL, LLC	03/25/2025	EFT	0.00	5,745.16	21571
00-4318	BRADY INDUSTRIES OF TEXAS, LLC A BRADYPLU	03/25/2025	EFT	0.00	7,369.02	21572
00-5580	BRENNTAG SOUTHWEST INC	03/25/2025	EFT	0.00	13,000.00	21573
00-906	CARTER'S TIRE CENTER	03/25/2025	EFT	0.00	92.95	21574
00-27	CARTER'S TIRE CENTER INC	03/25/2025	EFT	0.00	118.45	21575
00-1053	CDW GOVERNMENT LLC	03/25/2025	EFT	0.00	10,917.76	21576
00-3505	CINDY'S ALTERATIONS	03/25/2025	EFT	0.00	200.00	21577
00-3660	CIVIC PLUS LLC	03/25/2025	EFT	0.00	18,741.95	21578
00-1249	CLEAN ENVIRONMENTS, INC.	03/25/2025	EFT	0.00	643.20	21579
00-3707	COBURN SUPPLY CO INC	03/25/2025	EFT	0.00	3,700.00	21580
00-2765	COMPU-DATA INTERNATIONAL LLC	03/25/2025	EFT	0.00	22,562.76	21581
00-4494	CORE & MAIN	03/25/2025	EFT	0.00	540.00	21582
00-1221	CRAFCO INC	03/25/2025	EFT	0.00	5,500.00	21583
00-4721	CRAWFORD ELECTRIC SUPPLY INC	03/25/2025	EFT	0.00	1,012.08	21584
00-3027	DIETZ TRACTOR COMPANY	03/25/2025	EFT	0.00	1,149.80	21585
00-4436	DYNASTY ENTERPRISES, LLC	03/25/2025	EFT	0.00	375.00	21586
00-57	EWALD KUBOTA, INC	03/25/2025	EFT	0.00	73.98	21587
00-3656	E-Z BEL CONSTRUCTION LLC	03/25/2025	EFT	0.00	535,579.26	21588
00-2377	FLYING T ENTERPRISES LLC	03/25/2025	EFT	0.00	210.00	21589
00-3623	FOREST, CHRISTOPHER LEE	03/25/2025	EFT	0.00	654.00	21590
00-3086	GATEWAY PRINTING & OFFICE SUPPLY INC	03/25/2025	EFT	0.00	79.79	21591
00-6213	GLENEWINKEL PHOTOGRAPHY	03/25/2025	EFT	0.00	120.00	21592
00-4774	GRIFFITH FORD SEGUIN, LLC	03/25/2025	EFT	0.00	66.48	21593
00-6148	GUADALUPE REGIONAL MEDICAL GROUP	03/25/2025	EFT	0.00	405.00	21594
00-4409	GUERRA UNDERGROUND, LLC	03/25/2025	EFT	0.00	357,521.40	21595
00-8437	HALFF ASSOCIATES INC	03/25/2025	EFT	0.00	92,777.20	21596
00-3636	HDR ENGINEERING INC	03/25/2025	EFT	0.00	38,362.29	21597
00-4104	HILL, MITZI	03/25/2025	EFT	0.00	800.00	21598
00-4741	HLJTM	03/25/2025	EFT	0.00	6,800.00	21599
00-3640	IMPACT PROMOTIONAL SERVICES LLC	03/25/2025	EFT	0.00	4,927.18	21600
00-790	INDUSTRIAL DISPOSAL SUPPLY COMPANY	03/25/2025	EFT	0.00	299.52	21601
00-2256	INFOSEND INC	03/25/2025	EFT	0.00	9,479.25	21602
00-788	KBS ELECTRICAL DISTRIBUTORS, INC.	03/25/2025	EFT	0.00	131,296.40	21603
00-6156	KIMLEY-HORN AND ASSOCIATES INC	03/25/2025	EFT	0.00	9,039.25	21604
00-3194	KRIEWALDT, MICHAEL	03/25/2025	EFT	0.00	3,200.00	21605
00-2713	LENOVO INC	03/25/2025	EFT	0.00	22,403.76	21606
00-5088	LUNA, JASON JOEL	03/25/2025	EFT	0.00	1,078.60	21607
00-5759	MCCLINTICK, ALAN	03/25/2025	EFT	0.00	13,053.60	21608
00-5428	MERCHANT JOB TRAINING & SAFETY INC	03/25/2025	EFT	0.00	550.00	21609
00-4035	MESSER, FORT & MCDONALD PLLC	03/25/2025	EFT	0.00	6,820.00	21610

Check Report

Date Range: 03/15/2025 - 03/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00-3794	ODP BUSINESS SOLUTIONS, LLC	03/25/2025	EFT	0.00	1,013.67	21611
00-5636	ONLINE INFORMATION SERVICES INC	03/25/2025	EFT	0.00	2,783.25	21612
00-81	O'REILLY AUTO PARTS	03/25/2025	EFT	0.00	4,846.22	21613
00-2974	PAPE-DAWNSON CONSULTING ENGINEERS, LLC	03/25/2025	EFT	0.00	47,804.25	21616
00-3439	PERDUE BRANDON FIELDER COLLINS & MOTT L	03/25/2025	EFT	0.00	4,800.21	21617
00-5610	PHYSICAL THERAPY & REHAB CONCEPTS PC	03/25/2025	EFT	0.00	750.00	21618
00-6129	PIERCE, THOMAS C.	03/25/2025	EFT	0.00	175.00	21619
00-1298	PROFESSIONAL TURF PRODUCTS LP	03/25/2025	EFT	0.00	637.26	21620
00-4247	PVS DX INC	03/25/2025	EFT	0.00	4,002.00	21621
00-5879	QRO MEX CONSTRUCTION CO INC	03/25/2025	EFT	0.00	3,373.94	21622
00-2220	RATHER, ROBERT B	03/25/2025	EFT	0.00	500.00	21623
00-6093	REHFELD EQUIPMENT CO LLC	03/25/2025	EFT	0.00	742.80	21624
00-4257	REYNALDO GARCIA & THOMAS GARCIA	03/25/2025	EFT	0.00	6,127.40	21625
00-143	SEGUIN AUTO PARTS, INC.	03/25/2025	EFT	0.00	64.51	21626
00-2500	ServiceWear Apparel Inc	03/25/2025	EFT	0.00	614.39	21627
00-5438	SIDDONS MARTIN EMERGENCY GROUP LLC	03/25/2025	EFT	0.00	3,531.12	21628
00-5249	STRYKER MEDICAL	03/25/2025	EFT	0.00	4,535.60	21629
00-594	TECHLINE, INC	03/25/2025	EFT	0.00	1,155.44	21630
00-3923	TEK ID INC	03/25/2025	EFT	0.00	595.00	21631
00-3319	TELLUS EQUIPMENT SOLUTIONS LLC	03/25/2025	EFT	0.00	225.20	21632
00-5121	TEXAS EXCAVATION SAFETY SYSTEM	03/25/2025	EFT	0.00	828.00	21633
00-4419	TEXAS STERLING CONSTRUCTION CO.	03/25/2025	EFT	0.00	552,884.10	21634
00-2216	THE TEXAS GOLF ASSOCIATION	03/25/2025	EFT	0.00	1,202.00	21635
00-5951	THEIS, RICHARD R PHD	03/25/2025	EFT	0.00	1,200.00	21636
00-4215	TRC ENGINEERS, INC.	03/25/2025	EFT	0.00	41,800.44	21637
00-5182	TYLER TECHNOLOGIES	03/25/2025	EFT	0.00	6,300.00	21638
00-3944	WESTHILL PAVING INC	03/25/2025	EFT	0.00	11,037.00	21639
00-5989	WILLDAN FINANCIAL SERVICES	03/25/2025	EFT	0.00	2,130.00	21640
00-1442	WORKQUEST	03/25/2025	EFT	0.00	395.00	21641
00-4295	WRICO CORPORATION	03/25/2025	EFT	0.00	970.05	21642

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	222	84	0.00	3,393,332.62
	222	84	0.00	3,393,332.62

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	222	84	0.00	3,393,332.62
	222	84	0.00	3,393,332.62

Fund Summary

Fund	Name	Period	Amount
900	COS POOLED CASH	3/2025	3,393,332.62
			3,393,332.62



It's real.

Memorandum

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

From: Melissa Reynolds, P.E., MPA, CFM, City Engineer

Through: Rick Cortes, Deputy City Manager

Subject: Ordinance on first reading amending the Seguin Code of Ordinance, Chapter 90, amending Section 132 and 132; 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.

Date: March 18, 2025

Historical Background

Information contained in Sec. 90-131 and 90-132 was adopted in 1974 with revisions in 1976, 2005, and 2006. As presented currently, the technical details are unclear and are inconsistent with other adopted codes, ordinances, or technical manuals.

Action Requested

Revisions presented will provide consistency between the Unified Development Code, Roadway Adequacy and Access Technical Manual, and the Code of Ordinances.

Procurement Methodology & Funding Source

There is no fiscal impact associated with the proposed ordinance.

Staff Recommendation

Staff recommends approval of revisions to Section 90-131 and Section 90-132 of the Code of Ordinances.

ATTACHMENT

1. 2025.03.18 Ordinance Section 90-131 and 90-132

STATE OF TEXAS

AN ORDINANCE OF THE SEGUIN CITY COUNCIL AMENDING THE SEGUIN CODE OF ORDINANCES, AMENDING CHAPTER 90, SECTIONS 131 AND 132; PROVIDING FOR SEVERABILITY CLAUSE; DECLARING AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION OF THIS ORDINANCE; AND AUTHORIZING CITY STAFF TO SUBMIT THIS ORDINANCE AS A SUPPLEMENT TO THE CODE OF ORDINANCES

WHEREAS, the City Council has adopted technical manuals via the Roadway Adequacy and Access Technical Guide to govern the planning and design of roadway design and access within the City of Seguin and within all areas subject to its authority as they proceed to development; and

WHEREAS, ordinance updates are necessary to promote efficient management of the transportation system and to create consistency with the City’s Roadway Adequacy and Access Technical Guidance; and

WHEREAS, the City desires to promote the safe mobility of all road users; and

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

Part 1. The Seguin Code of Ordinances Chapter 90, Sections 131 and 132 is amended as follows (underlining indicates added text, ~~strikethrough~~ indicates deleted text):

See Attached Document.

PASSED AND APPROVED on first reading on March 18, 2025.

PASSED AND APPROVED on second reading on April 1, 2025.

ATTEST:

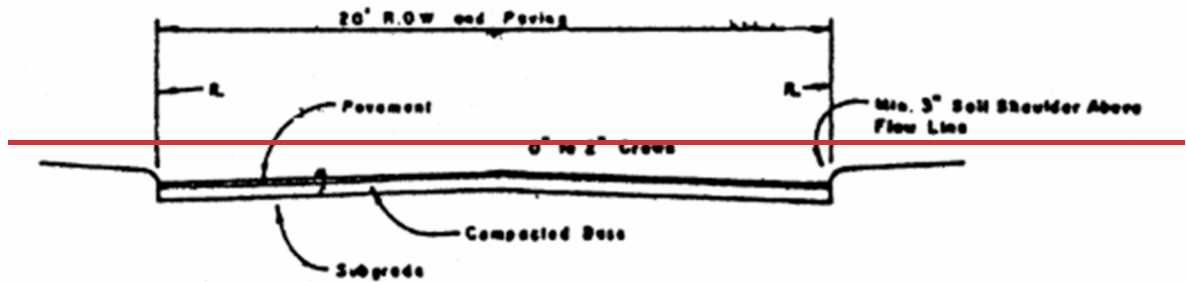
Donna Dodgen, Mayor

Kristin Mueller, City Secretary

ARTICLE V. GENERAL SPECIFICATIONS AND STANDARDS¹

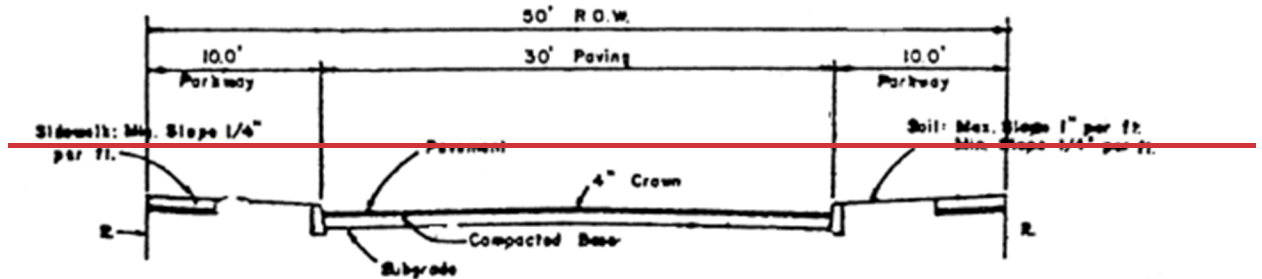
Sec. 90-131. Standard street sections.

- (a) Street sections shall be designed in accordance with the city's UDC and Road Adequacy and Access Technical Guidance
- (a) ~~Alleys. All alleys shall have a pavement width of at least 20 feet.~~



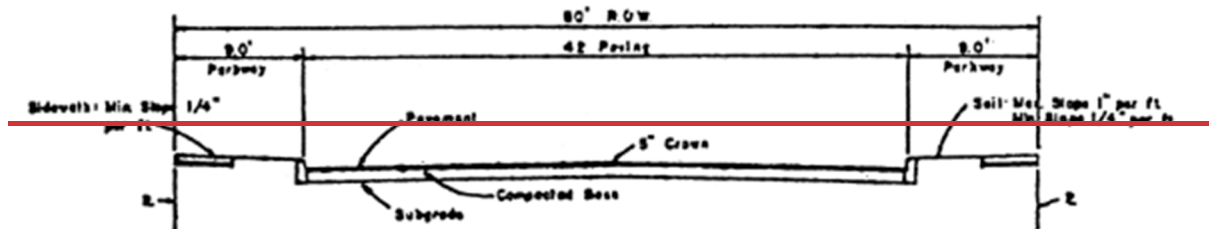
Alleys

- (b) ~~Minor street.~~



Minor Street

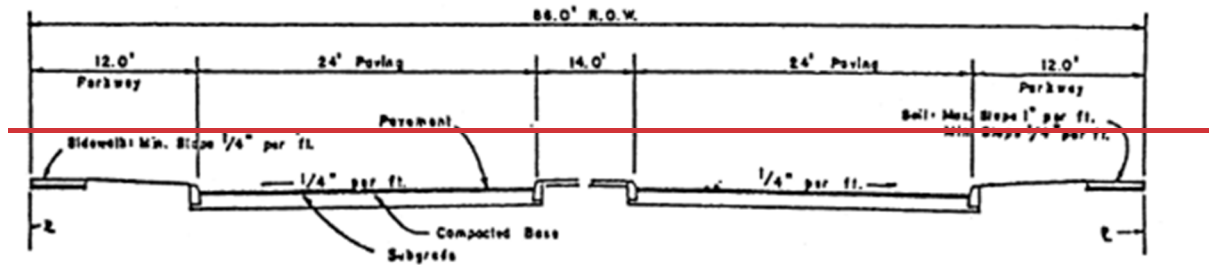
- (c) ~~Collector street.~~



¹Cross reference(s)—Similar street and utilities standards for subdivisions, app. A, art. V.

Collector Street

~~(d) Arterial street.~~



Arterial Street

~~(e) [Soils investigation required.] The subdivider shall, at his own expense, provide to the City of Seguin a soils investigation by a qualified and independent geotechnical engineer licensed to practice in the State of Texas. The field investigation shall include test boring within the rights of way of all proposed streets. The number of locations of such boring shall be subject to the approval of the city engineer and shall be no less than ten feet in depth. Atterberg limits and moisture contents shall be determined for all significant borings. The results of the soil investigation shall be presented to the subdivider and to the city engineer in written report form. Included as part of the report shall be a graphical or tabular presentation of the boring data giving Atterberg limits and moisture contents, a soil description of the layers of different soils encountered in the profile of the hole, their limits in relation to a fixed surface datum, and such other information as needed to complete the soils investigation for pavement design purposes. The structural design of the street shall meet the requirements and recommendations stated in the soils investigation.~~

~~(f) The following applies to the standard street sections (alleys and streets):~~

~~(1) The paving widths shown shall be measured from the face to face of the corresponding curbs.~~

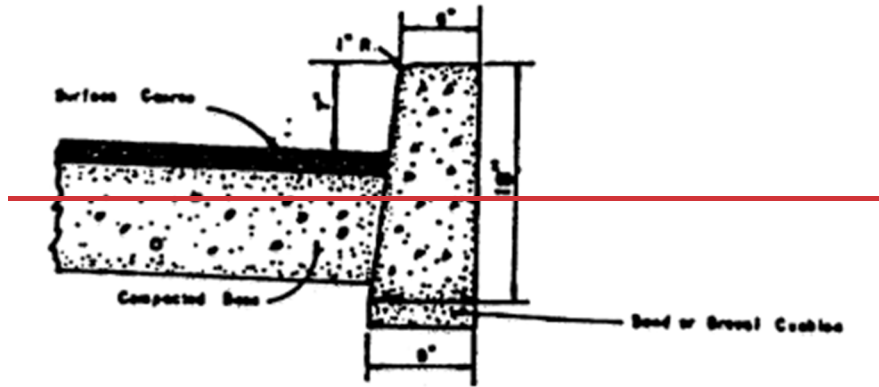
~~(2) The crown height shall be that shown or that which produces one-fourth inch per foot cross slope, whichever method produces the greatest crown height.~~

~~(Ord. No. 74-20, 8-6-74; Ord. No. 76-14, § 12, 6-15-76; Ord. No. 05-61, § 2, 11-15-05; Ord. No. 06-54, § 1, 9-5-06)~~

Sec. 90-132. Curb, pavement and sidewalk design.

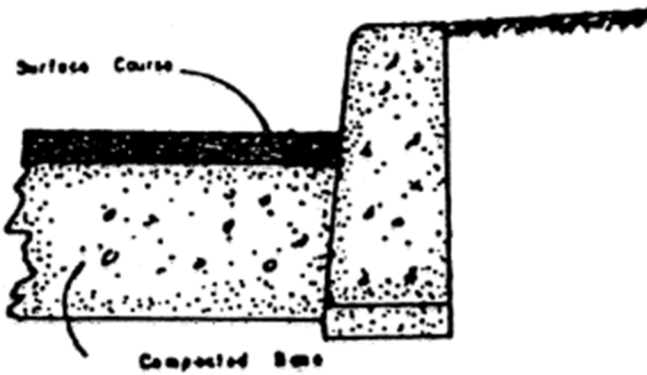
(a) Curbs, pavements, and sidewalks (including trails) shall be designed in accordance with the city's UDC and Road Adequacy and Access Technical Guidance.

~~(a) Minor streets.~~



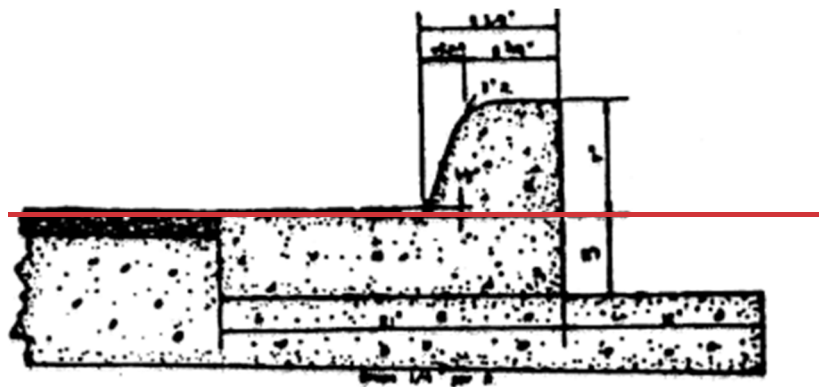
Minor Streets

(b) Collector streets.



Collector Streets

(c) Suggested curb and gutter configuration.

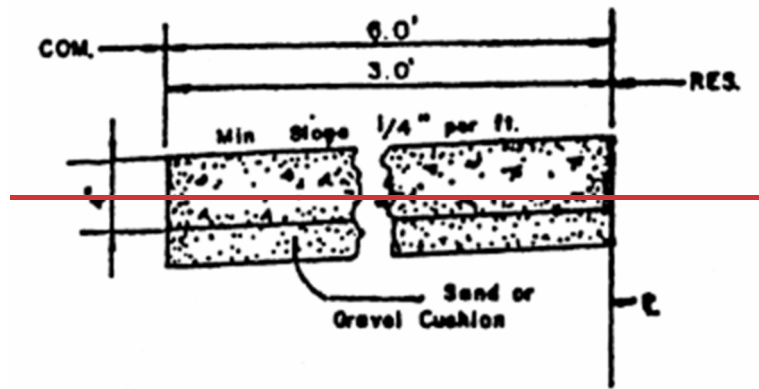


Curb and Gutter

Note: A minimum of four inch compacted base (100 percent density per TxDOT method Tex 113-E) shall be placed under all concrete curbing and where sidewalks are not abutted against the back of curb, compacted base (100

percent density per TxDOT method Tex 113-E) shall be placed behind the curb, minimum two feet wide x 12 inches deep continuous along new curbing.

(d) ~~Typical sidewalk detail (where provided).~~



Sidewalk

(e) ~~Street pavement design criteria.~~

	Asphalt Surface Course Thickness (in.) ⁽¹⁾		Base Thickness (100% Compacted Density) ^{(1), (2)}	Subgrade (Compacted density) ^{(1), (2)}
	Subgrade 35 PI or less	Subgrade more than 35 PI		
Alleys	1-1/2"	2"	8"	95%
Minor streets	1-1/2"	2"	12"	95%
Collector streets	2"	2"	12"	95%
Arterial streets	2"	2"	12"	95%

⁽¹⁾ Figures are minimum only and shall be increased if required by soils investigation report.

⁽²⁾ As per TxDOT method Tex 113-E.

(f) ~~The city engineer may approve alternative pavement, curb and sidewalk designs provided such alternative is designed so as to assure reasonable durability and economy of maintenance under the type of use contemplated and shall be in accordance with appropriate engineering design criteria applicable to the local area.~~

(g) ~~Improvements. The improvement of unpaved alleys in developed areas shall be the responsibility of the abutting landowners along the alley. All costs associated with the paving shall be paid by the landowners by portion of their land abutting the alley. A written request to develop the alley shall be submitted to the director of public works. If approved by the director of public works, the director of public works shall prepare a cost estimate showing the costs of each landowner on a petition. Each landowner shall sign the petition and pay their share prior to work commencement. Work will not commence until 100 percent of the landowners have paid their portion. Work by city crews will be scheduled during the city's regular paving season. If the landowners wish to hire their own contractors, the contractors must comply with city specifications and shall be inspected by the office of the director of public works.~~

(h) ~~Distances. The distance between the curbline and the property line of all existing city streets that are not the prescribed width as set out in this article, are as follows:~~

Width of Street (feet)	Distance from Curbline to Property Line (feet)
30 to 39	5
40 to 44	8
45 to 49	9.5
50 to 59	10
60 to 69	15

Notwithstanding the above provisions, the distance from the curbline to the property line shall not exceed ten feet in the business district of the city.

- (i) ~~Permit required.~~ Any person desiring to build or erect any curb or sidewalk upon any city right of way shall be required to have a city permit per chapter 22, article IV of this Code.
- (j) ~~Repairs.~~ It shall be the duty of the property owner to repair any sidewalk or curb that runs in front, beside or behind their property that is in such defective condition that it is likely to cause personal injury to any person. It shall be repaired in accordance with this article.
- (k) ~~Defects.~~ Whenever any defect shall exist in any curb or sidewalk, it shall become the duty of the city manager to notify such property owner. This defect shall be repaired within two weeks of notification. The failure to repair upon notification will be considered a violation punishable as provided in section 1-14.

(Ord. No. 74-20, 8-6-74; Ord. No. 76-14, § 13, 6-15-76; Ord. No. 06-54, § 1, 9-5-06)

CITY OF SEGUIN

To: City Council
From: Susan Caddell, Director of Finance
Date: December 9, 2024
Subject: Budget Amendments



It's real.

Historical Background

Every year after staff receives the final audit, mid-year budget amendments are requested. We review any unexpected expenditures that have arisen since approval of the original budget. We then review the list of capital items requested during the budget process, but we were unable to fund. After receiving the results of the audit and taking away any fund balance we are budgeting to use in FY25, we have over 5.6 months operating expenditures in the General Fund available based upon the FY24 budget. After these budget amendments, we will have over 6 months of fund balance, which equates to \$11.5 million available to use, if needed. In the Utility Fund after receiving the results of the audit and taking away any retained earnings we are budgeting to use in FY25, we have over 4 months operating expenditures in retained earnings, which equates to \$5.7 million. After these budget amendments, in the General Fund, we will have over 5 months of fund balance and over 3.5 months of retained earnings in the Utility Fund.

Also included in the budget amendments are the appropriation of the bond funds we received in February.

I have included a summary of all the budget amendments. If you need further detail on the amendments, you can find that detail within the ordinances.

After these amendments are approved, all funds will maintain the minimum required fund balance of three months operating expenditures as required by the City's Fund Balance Policy.

I will be available for questions prior to and during the meeting. Please let me know if you have any questions.

Action Requested

City Council must approve the budget amendments attached.

Staff Recommendation

Staff recommends approval of the budget amendments.

ATTACHMENTS

1. Ordinances approving the budget amendments.

GENERAL FUND BUDGET AMENDMENTS

GRANTS

Amount	Account	Funding Source
\$4,510	Special Revenue Expenditures (PD)	Mental Health Officer Grant (training)

OTHER

Amount	Account	Reason
\$15,000	Professional Services (CM)	City Council Visioning Session
\$29,474	Special Revenue Expenditures Overtime (PW, Brush, VM)	Household Hazardous Collection event more popular than anticipated
\$10,000	Medical Supplies (Fire/EMS)	Higher costs than anticipated
\$1,755	Election Expenses (City Secretary)	Higher costs than anticipated
\$33,483	Salaries & Benefits (Library)	Youth Services Manager
\$30,000	Water (Parks)	Additional watering needs
\$15,000	Grounds (Parks)	Replacement of dead trees
\$150,000	Insurance-Building/Auto Liability	Unexpected increase in premiums and additional items added to schedule

GENERAL FUND BUDGET AMENDMENTS

GRANTS

Amount	Project	Funding Source
\$50,494	Cybersecurity Grant	State Grant
\$10,115	Cybersecurity Grant	Matching to State Grant
\$30,286	Cybersecurity Assessment Grant	Homeland Security Grant
\$3,950	Cybersecurity Assessment Grant	Matching to Homeland Security Grant
\$27,687	JAG Grant	Edward Byrne Memorial Assistance Grant
\$312	JAG Grant	Edward Byrne Memorial Assistance Grant-overage
\$4,235	Bulletproof Vests	Federal Grant
\$120,000	Library Furniture	Library Foundation

Capital

Amount	Project	Reason
\$95,000	Skid Steer Loader (Public Works)	Item requested in FY25 budget process but not funded
\$60,000	32' Dove Tail Trailer (Public Works)	Item requested in FY25 budget process but not funded
\$45,000	Drones (Police)	Item requested in FY25 budget process but not funded
\$20,000	Point of Care Ultrasound (Fire/EMS)	Item requested in FY25 budget process but not funded
\$25,000	Fitness Equipment (Fire/EMS)	Item requested in FY25 budget process but not funded
\$30,000	Drone (Fire)	Item requested in FY25 budget process but not funded
\$20,000	Pediatric Resuscitation System (Fire)	Item requested in FY25 budget process but not funded
\$40,000	Power Load Stretcher	Item requested in FY25 budget process but not funded
\$100,000	CID Vehicles (Police)	Item requested in FY25 budget process but not funded
\$275,000	Grapple Truck (Brush)	Item requested in FY25 budget process but not funded
\$65,000	Administrative Vehicle (Fire)	Item requested in FY25 budget process but not funded
\$75,000	Fleet Services Truck (VM)	Item requested in FY25 budget process but not funded
\$170,826	Streets Maintenance	Additional sales tax collected and balance of FY24
\$124,185	Enterprise Leases	Fund remaining FY25 and FY26
\$25,000	Housing Initiative Program	Additional funds needed to continue program
\$23,000	City Hall Elevator Upgrade	Additional funds needed to complete the project
\$420,054	Axon Project	Fund remaining FY25 and FY26 payment
\$25,000	Central Park Fountain	Additional funds needed to complete the project
\$15,000	Park & Trail Security Cameras	Due to recent vandalism, additional cameras needed

Amount	Project	Reason
\$10,100	Police Equipment	Replenish funds used for purchase of Goodrich Street
\$635,580	Police Vehicles	Appropriate funds for FY26 lease payments and down payment
\$27,500	Project Inspector Truck (CP)	Replace truck that needs new engine
\$26,805	Tandem Wheel Roller Payment	Appropriate funds for FY26 lease payments
\$35,218	Motor Grader Payment	Appropriate funds for FY26 lease payments
\$308,927	Fire Trucks (2) Payment	Appropriate funds for FY26 lease payments

AN ORDINANCE AMENDING THE FISCAL YEAR 2025 GENERAL FUND BUDGET OF THE CITY OF SEGUIN, TEXAS.

NOW, THEREFORE, BE IT ORDAINED THAT THE FISCAL YEAR 2025 GENERAL FUND BUDGET OF THE CITY OF SEGUIN, TEXAS, IS AMENDED AS FOLLOWS:

General Fund

Amount	Increase:	Increase:
\$ 15,000	General Fund City Manager Professional Services 001-1100-320500	General Fund Non-Departmental Use of Fund Balance 001-9800-970000

Reason requested: To appropriate funds for City Council visioning session to be held in the spring.

Amount	Increase:	Increase:
\$ 22,730	General Fund Finance Special Revenue Expenditures 001-1200-617100	General Fund Non-Departmental Use of Fund Balance 001-9800-970000
\$ 3,336	General Fund Public Works Overtime/On-Call 001-2400-112000	General Fund Non-Departmental Use of Fund Balance 001-9800-970000
\$ 255	General Fund Public Works Payroll Taxes 001-2400-121000	General Fund Non-Departmental Use of Fund Balance 001-9800-970000
\$ 763	General Fund Public Works Retirement 001-2400-122000	General Fund Non-Departmental Use of Fund Balance 001-9800-970000
\$ 213	General Fund Vehicle Maintenance Overtime/On-Call 001-2500-112000	General Fund Non-Departmental Use of Fund Balance 001-9800-970000
\$ 16	General Fund Vehicle Maintenance Payroll Taxes 001-2500-121000	General Fund Non-Departmental Use of Fund Balance 001-9800-970000

\$ 49	General Fund Vehicle Maintenance Retirement 001-2500-122000	General Fund Non-Departmental Use of Fund Balance 001-9800-970000
\$ 1,618	General Fund Brush Overtime/On-Call 001-2700-112000	General Fund Non-Departmental Use of Fund Balance 001-9800-970000
\$ 124	General Fund Brush Payroll Taxes 001-2700-121000	General Fund Non-Departmental Use of Fund Balance 001-9800-970000
\$ 370	General Fund Brush Retirement 001-2700-122000	General Fund Non-Departmental Use of Fund Balance 001-9800-970000

Reason requested: To appropriate additional funds towards the household hazardous waste collection event which was held on March 8. We originally received a grant of \$25,000, but the event ended up more popular than anticipated.

Amount	Increase:	Increase:
\$ 4,510	General Fund Police Department Special Revenue Expenditures 001-1600-617100	General Fund State/Federal Government Grants Mental Health Officer 001-334270

Reason requested: To appropriate funds towards training for the Mental Health Officers that were not originally included in the budget.

Amount	Increase:	Increase:
\$ 10,000	General Fund Fire/EMS Medical Supplies 001-1700-613700	General Fund Non-Departmental Use of Fund Balance 001-9800-970000

Reason requested: To appropriate additional funds due to higher costs than anticipated.

Amount	Increase:	Increase:
\$ 1,755	General Fund City Secretary Election Expenses 001-2200-653000	General Fund Non-Departmental Use of Fund Balance 001-9800-970000

Reason requested: To increase appropriation for election expenses due to higher costs than anticipated.

Amount	Increase:	Increase:
\$ 25,626	General Fund Library Salaries 001-3100-110100	General Fund Non-Departmental Use of Fund Balance 001-9800-970000
\$ 1,960	General Fund Library Payroll Taxes 001-3100-121000	General Fund Non-Departmental Use of Fund Balance 001-9800-970000
\$ 5,856	General Fund Library Retirement 001-3100-122000	General Fund Non-Departmental Use of Fund Balance 001-9800-970000
\$ 41	General Fund Library Workers' Compensation 001-3100-124000	General Fund Non-Departmental Use of Fund Balance 001-9800-970000
Reason requested:	To increase appropriation due to the position of Youth Services Manager left out of the budget. Some of the costs were able to be absorbed due to vacancies.	

Amount	Increase:	Increase:
\$ 30,000	General Fund Parks and Recreation Water 001-3400-412000	General Fund Non-Departmental Use of Fund Balance 001-9800-970000
Reason requested:	To increase appropriation due to the continued drought and planting of winter rye grass on many of our sports fields for the first time for better playability. More water is being used in the fall and winter months than has been used in the past. This includes more irrigation at the Softball 4-Plex and "Smokey" Joe Williams Field using City water as the golf course is under construction. In addition, staff have been heavily irrigating the practice field at Manuel C. Castilla Park to reestablish the grass.	

Amount	Increase:	Increase:
\$ 15,000	General Fund Parks and Recreation Grounds 001-3400-434100	General Fund Non-Departmental Use of Fund Balance 001-9800-970000
Reason requested:	To increase appropriation due to the continued drought. There are a lot of dead trees that have recently been removed that was not anticipated.	

Amount	Increase:	Increase:
\$150,000	General Fund Non-Departmental Insurance-Building/Auto Liability 001-9000-521000	General Fund Non-Departmental Use of Fund Balance 001-9800-970000
Reason requested:	To increase appropriation for higher insurance premiums than anticipated due to additions to the mobile and auto schedule, an increase in premiums in cybersecurity insurance and an increase in premiums across the board.	

Amount	Increase:	Increase:
\$2,696,572	General Fund Intragovernmental Transfers Transfers to Capital Projects 001-9000-823600	General Fund Non-Departmental Use of Fund Balance 001-9800-970000
Reason requested:	To transfer funds to General Fund Capital Projects to fund additional projects or additional funding towards current projects included in the individual amendment requests.	

General Fund Capital Projects

Amount	Increase:	Increase:
\$ 170,826	General Fund Capital Projects Repairs and Maintenance Streets Maintenance 036-9000-434400	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
Reason requested:	Each year, at the end of our fiscal year, staff looks to see if there are available funds that we may have left in our budget in the Streets Maintenance line item within the Public Works Department. This amount is then transferred to our General Fund Capital Projects Fund to allow us to appropriate additional funds towards our streets maintenance program. At the end of FY 2024, \$93,719 of funds remained. In addition, when City Council approved adding sales tax on residential utility services, they requested that these funds be allocated to streets maintenance. The sales tax collection on residential utilities from the City, Centerpoint and GVEC for FY24 was 277,107. There is already \$200,000 budgeted as transfers to General Capital Projects Fund. With this taken into consideration, an additional \$170,826 will be transferred.	

Amount	Increase:	Increase:
\$ 124,185	General Fund Capital Projects Equipment Lease Enterprise Leases 036-9000-444000	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
Reason requested:	To allocate funds for the General Fund portion of the Enterprise leases of 25 vehicles for FY26.	

Amount	Increase:	Increase:
\$ 25,000	General Fund Capital Projects Housing Initiatives Housing Initiative Program 036-9000-656500	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010

Reason requested: Several years ago, the City established a housing initiative program to encourage City employees to move to the city. Applicants must go through an eligibility process and can receive up to \$5,000 towards closing costs. This initiative is in the form of a forgivable loan. The employee must continue to work for the City for an additional five years. The loan is forgiven at 20% per year. We continue to have employees wanting to move into the city and are asking to increase the funding for the program. This is the General Fund's portion. A similar amendment will be proposed in the Utility Fund.

Amount	Increase:	Increase:
\$ 23,000	General Fund Capital Projects Improvements to Buildings City Hall Elevator Upgrade 036-9000-702500	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010

Reason requested: To increase appropriation for this project due to higher costs than anticipated. The increased costs will result in cost savings over the life of the elevator. Additional funding will come from Utility Fund Capital Projects.

Amount	Increase:	Increase:
\$420,054	General Fund Capital Projects Improvements other than Buildings Axon Project 036-9000-703000	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010

Reason requested: On September 30, 2024, City Council approved the purchase of the Axon ecosystem of products for the Police Department. This included an overall purchase price of \$2,100,000 in payments over a five-year period. This amendment will allocate additional funds for FY25 as well as funds for the FY26 payment.

Amount	Increase:	Increase:
\$ 25,000	General Fund Capital Projects Improvements other than Buildings Central Park Fountain Electrical Repairs 036-9000-703000	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010

Reason requested: To appropriate additional funds for this project. While ongoing repairs to the water fountain were being completed, several leaks were discovered in the fountain basin that need to be repaired for the fountain to be fully operational. In addition, the ability to control the Central Park water fountain remotely and monitor chemical levels was not included in the original project. Being able to communicate with the control panel remotely that is inside the vault will allow staff to control the lighting and fountain features and monitor chemical levels without having to use a ladder to get down into the vault daily potentially saving injuries.

Amount	Increase:	Increase:
\$ 50,494	General Fund Capital Projects Mach. & Equip.-Office Equipment Cybersecurity Grant 036-9000-706100	General Fund Capital Projects State/Federal Govt. Grants Miscellaneous State Grants 036-334998

\$ 10,115	General Fund Capital Projects Mach. & Equipment-Office Equipment Cybersecurity Grant 036-9000-706100	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
-----------	---	---

Reason requested: To allocate funds for the grant and matching funds for a cybersecurity grant received from the Office of the Governor. Additional matching funds will be allocated from the Utility Fund. The original amount of the matching funds was \$8,032, but since the application was submitted, costs and needs have increased.

Amount	Increase:	Increase:
---------------	------------------	------------------

\$ 30,286	General Fund Capital Projects Mach. & Equip.-Office Equipment Cybersecurity Assessment Grant 036-9000-706100	General Fund Capital Projects State/Federal Govt. Grants Miscellaneous State Grants 036-334998
-----------	---	---

\$ 3,950	General Fund Capital Projects Mach. & Equip.-Office Equipment Cybersecurity Assessment Grant 036-9000-706100	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
----------	---	---

Reason requested: To allocate funds for the grant for a cybersecurity assessment grant received from the Office of the Governor-Homeland Security Grants Division. The matching funds come from the salary that is currently budgeted to pay the IT Security Manager. Additional matching funds are required since the cost has increased since the application was submitted, which half is from General Fund and the other half from Utility Fund.

Amount	Increase:	Increase:
---------------	------------------	------------------

\$ 95,000	General Fund Capital Projects Mach. & Equipment-Heavy Equipment Skid Steer Loader 036-9000-706200	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
-----------	--	---

Reason requested: To appropriate funds to purchase a replacement skid steer loader for Public Works. The current loader is over ten (10) years old and has reached the end of life. This was requested during the FY25 budget process but was unable to be funded.

Amount	Increase:	Increase:
---------------	------------------	------------------

\$ 60,000	General Fund Capital Projects Mach. & Equip.-Small Equipment 32' Dove Tail Trailer 036-9000-706500	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
-----------	---	---

Reason requested: To appropriate funds for the purchase of a new 32' dove tail trailer for Public Works. This trailer will be used to haul paving equipment. This was requested during the FY25 budget process but was unable to be funded.

Amount	Increase:	Increase:
\$ 45,000	General Fund Capital Projects Mach. & Equip.-Small Equipment PD Drones 036-9000-706500	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
Reason requested:	To appropriate funds to add to the PD drone program. The department is in the process of pursuing a comprehensive drone program that will be deployed 24/7 within the Patrol Division. The goal is to have a drone on duty and deployable on each shift, modeling what many other agencies are now doing to effectively use this technology during the normal course of responding to emergencies. Two drones were part of the Axon package that was approved by City Council earlier this fiscal year. This would add to the fleet of drones. The goal is to eventually have a total of six (6) drones. This was requested during the FY25 budget process but was unable to be funded.	

Amount	Increase:	Increase:
\$ 27,687	General Fund Capital Projects Mach. & Equip.-Small Equipment JAG Grant 036-9000-706500	General Fund Capital Projects State/Federal Govt. Grants Miscellaneous Federal Grants 036-334999
\$ 312	General Fund Capital Projects Mach. & Equip.-Small Equipment JAG Grant 036-9000-706500	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
Reason requested:	To allocate funds for a grant received from the Edward Byrne Memorial Assistance Grant for the purchase of a utility vehicle for the Police Department. The actual costs were slightly over what was awarded, therefore additional funds are being allocated.	

Amount	Increase:	Increase:
\$ 4,235	General Fund Capital Projects Mach. & Equip.-Small Equipment Bulletproof Vests 036-9000-706500	General Fund Capital Projects State/Federal Govt. Grants Miscellaneous Federal Grants 036-334999
Reason requested:	To appropriate additional funds for the bulletproof vest grant received. The matching funds will be coming out of the Federal Forfeiture/Seizure Fund.	

Amount	Increase:	Increase:
\$ 10,100	General Fund Capital Projects Mach. & Equip.-Small Equipment Police Equipment 036-9000-706500	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
Reason requested:	Included in the FY24 budget was the purchase of some property on South Goodrich Street for Police Department storage. Additional funds were needed for this project. Those funds were taken out of the Police Equipment project. These funds would replenish what was taken out of the project.	

Amount	Increase:	Increase:
\$ 20,000	General Fund Capital Projects Mach. & Equip.-Small Equipment Point of Care Ultrasound 036-9000-706500	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
Reason requested:	To appropriate funds for the purchase of a Point of Care Ultrasound (POCUS). POCUS can act as an extension of a medic's hands and eyes that allows them to see what is going on under the skin of a patient in an emergency scene. Ultrasound allows medics to have real time information that was not available before and can use it to quickly determine the best transport decision for a patient. Some of the areas in which ultrasound can provide information are fluid in thoracic or abdominal spaces, detection of pneumothorax, fluid overload, heart failure, sepsis, and pulmonary embolisms. It can also serve as a conclusive means to confirm cardiac activity or lack thereof in patients. These devices will incorporate both IOS and Android based products and take up a minimum amount of storage space. It would be beneficial for the Seguin Fire Department to carry 4 of these devices. This was requested during the FY25 budget process but was unable to be funded.	

Amount	Increase:	Increase:
\$ 25,000	General Fund Capital Projects Mach. & Equip.-Small Equipment Fitness Equipment 036-9000-706500	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
Reason requested:	To appropriate funds to purchase treadmills and various other gym equipment for the Fire Department. Firefighting is extremely physically demanding, therefore, it is imperative that firefighters be physically fit. The number one cause of a line of duty death in firefighting is heart attack or stroke. Cardio training helps to ensure that our firefighters can endure the endurance this job demands. This was requested during the FY25 budget process but was unable to be funded.	

Amount	Increase:	Increase:
\$ 30,000	General Fund Capital Project Mach. & Equip.-Small Equipment Fire Drone 036-9000-706500	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
Reason requested:	To appropriate funds to purchase a replacement drone for the Fire Department. The Fire Department is currently operating a drone with a thermal camera that is over five years old. This drone has served them well and been used on countless events. It has been used on structure and wildland fires, lost persons, fleeing subjects, flooding, post event analysis, over watch for police calls, as well as mapping of fire and police scenes. The drone has logged over 150 hours of actual flight time. That flight time has taken its toll on the aircraft. Over the last several months, an issue with the thermal camera has emerged. It will hold a portion of an image on the screen even though you are no longer looking at that image. The aircraft was sent to the dealer for repair. However, after replacing all possible parts the issue continued. The dealer and the manufacturer both stated that it was an internal control board that cannot be repaired without replacing the entire drone. They went on to say that it was just a matter of time until the thermal camera stopped working completely. This was requested during the FY25 budget process but was unable to be funded.	

Amount	Increase:	Increase:
\$ 20,000	General Fund Capital Projects Mach. & Equip.-Small Equipment Pediatric Resuscitation System 036-9000-706500	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
Reason requested:	To appropriate funds for the purchase of six (6) pediatric resuscitation kits. Pediatric medicine can be difficult to manage due to weight and height when calculating drug doses and treatment. Coupled with this, these types of incidents are high-stress and low frequency. There are a number of kits designed to lower stress in making these life saving measures easier. This was requested during the FY25 budget process but was unable to be funded.	

Amount	Increase:	Increase:
\$ 40,000	General Fund Capital Projects Mach. & Equip.-Small Equipment Power Load Stretcher 036-9000-706500	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
Reason requested:	To appropriate funds for the replacement of one (1) stretcher. The stretcher to be replaced has reached its end of life. The manufacturer recommends replacement after seven (7) years of service. This was requested during the FY25 budget process but was unable to be funded.	

Amount	Increase:	Increase:
\$ 635,580	General Fund Capital Projects Transportation-Vehicles Police Vehicles 036-9000-707100	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
Reason requested:	To provide funding for the lease payments and down payment for the police vehicles for FY26.	

Amount	Increase:	Increase:
\$ 100,000	General Fund Capital Projects Transportation-Vehicles CID Vehicles 036-9000-707100	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
Reason requested:	To appropriate funds for the purchase of replacement CID vehicles for the Police Department. This was requested during the FY25 budget process but was unable to be funded.	

Amount	Increase:	Increase:
\$ 275,000	General Fund Capital Projects Transportation-Vehicles Grapple Truck 036-9000-707100	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
Reason requested:	To appropriate funds for the replacement of a Brush Grapple Truck that is over seven (7) years old. This was requested during the FY25 budget process but was unable to be funded.	

Amount	Increase:	Increase:
\$ 65,000	General Fund Capital Projects Transportation-Vehicles Fire-Admin Vehicle 036-9000-707100	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
Reason requested:	To appropriate funds for the replacement of a 2017 SUV in the Fire Department that one of the fire marshals is currently driving. This was requested during the FY25 budget process but was unable to be funded.	

Amount	Increase:	Increase:
\$ 27,500	General Fund Capital Projects Transportation-Vehicles Project Inspector Truck 036-9000-707100	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
Reason requested:	To provide funding to purchase a vehicle for the Project Inspector. The current vehicle has been in the shop and is now in need of a new engine. The other half of the funding for this vehicle will come from the Utility Fund Capital Projects.	

Amount	Increase:	Increase:
\$ 75,000	General Fund Capital Projects Transportation-Vehicles Fleet Services Truck 036-9000-707100	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
Reason requested:	To appropriate funds for the replacement of the Fleet Services truck which is over twelve (12) years old. This truck is used to haul vehicles and equipment as well as make service calls. This truck was requested to be replaced in FY26, but major problems have arisen causing the replacement to be moved up sooner than expected. The other half of the funding for this vehicle will come from the Utility Fund Capital Projects.	

Amount	Increase:	Increase:
\$ 120,000	General Fund Capital Projects Furniture and Fixtures Library Furniture 036-9000-709000	General Fund Capital Projects Local Grants & Contributions Miscellaneous Grants & Cont. 036-339001
Reason requested:	To appropriate funds to replace current library furniture including seating throughout the library, installation of ADA seating, shelving in the children's area, print media bar, interactive panels and mobile storage cart. This is being funded by the Library Foundation.	

Amount	Increase:	Increase:
\$ 231,450	General Fund Capital Projects Principal Payments Pumper Trucks Payments 036-9300-930000	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010

\$ 77,477	General Fund Capital Projects Interest Payments Pumper Trucks Payments 036-9400-940000	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
\$ 26,474	General Fund Capital Projects Capital Lease Principal Tandem Wheel Roller 036-9000-930000	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
\$ 331	General Fund Capital Projects Capital Lease Interest Tandem Wheel Roller 036-9000-940000	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
\$ 34,783	General Fund Capital Projects Capital Lease Principal Motor Grader 036-9000-930000	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010
\$ 435	General Fund Capital Projects Capital Lease Interest Motor Grader 036-9000-940000	General Fund Capital Projects Intragovernmental Transfers Transfers from General Fund 036-391010

Reason requested: To provide funding for the principal, interest and service payments for all leased equipment for FY26.

2025 Certificates of Obligation Bonds-General Fund

Amount	Increase:	Increase:
\$1,200,000	2025 Certificates of Obligation-GF Transportation-Vehicles Fire Engine 170-9000-707100	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000
\$1,760,000	2025 Certificates of Obligation-GF Improvements to Buildings Coliseum-HVAC 170-9000-702500	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000
\$ 600,000	2025 Certificates of Obligation-GF Improvements to Buildings PD-Restroom/Locker Room Restoration 170-9000-702500	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000
\$ 544,000	2025 Certificates of Obligation-GF Improvements to Buildings Fire Station #2-4 Bay Structure 170-9000-702500	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000

\$2,000,000	2025 Certificates of Obligation-GF Land Land for Future Park 170-9000-701000	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000
\$ 700,000	2025 Certificates of Obligation-GF Improvements other than Buildings Manuel C. Castilla Playscape 170-9000-703000	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000
\$2,800,000	2025 Certificates of Obligation-GF Improvements other than Buildings Walnut Springs Spillway 170-9000-703000	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000
\$1,100,000	2025 Certificates of Obligation-GF Improvements other than Buildings Railroad Quiet Zones 170-9000-703000	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000
\$ 400,500	2025 Certificates of Obligation-GF Improvements other than Buildings Joe Carillo Blvd/Countryside Blvd 170-9000-703000	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000
\$7,000,000	2025 Certificates of Obligation-GF Improvements other than Buildings GLO Supplemental 170-9000-703000	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000
\$1,025,436	2025 Certificates of Obligation-GF Improvements other than Buildings Stratton, Jefferson, Guadalupe, Nelda SW 170-9000-703000	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000
\$5,749,151	2025 Certificates of Obligation-GF Improvements other than Buildings Rudeloff Road Phase II 170-9000-703000	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000
\$11,195,677	2025 Certificates of Obligation-GF Improvements other than Buildings Cordova Road (Hwy 46 to SH123) 170-9000-703000	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000
\$2,500,000	2025 Certificates of Obligation-GF Improvements other than Buildings Guadalupe Street Eng. (IH10 to UPRR) 170-9000-703000	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000

\$1,000,000	2025 Certificates of Obligation-GF Improvements other than Buildings Zipper Projects 170-9000-703000	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000
\$ 440,228	2025 Certificates of Obligation-GF Improvements other than Buildings Chip Seal 170-9000-703000	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000
\$ 600,000	2025 Certificates of Obligation-GF Mach. & Equip.-Small Equipment Golf Course Equipment 170-9000-703000	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000
\$ 485,008	2025 Certificates of Obligation-GF Improvements other than Buildings Contingency Funds 170-9000-703000	2025 Certificates of Obligation-GF Long-Term Debt Proceeds Bond Proceeds 170-393000

Reason requested: To appropriate funds to the various projects from the certificate of obligation proceeds from the 2025 Certificates of Obligation Bonds we received in February.

The Council finds that these budget adjustments are required because of changes and unforeseen conditions that could not have been anticipated in the original budget.

This ordinance shall become effective and applicable on the date of its approval and passage.

PASSED ON FIRST READING BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, on this the 18th day of March, 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, on this the 1st day of April, 2025.

Donna Dodgen, Mayor

ATTEST:

Kristin Mueller, City Secretary

UTILITY FUND BUDGET AMENDMENTS

Grants

\$10,115 Cybersecurity Grant	Matching to State Grant
\$2,452 Cybersecurity Assessment Grant	Matching to Homeland Security Grant

Capital

Amount	Project	Reason
\$199,500	Water Tank Maintenance Program	Provide funding for ongoing program for FY26
\$200,000	Water Asset Management Program	Provide funding for ongoing program for FY26
\$120,000	BIGS Program	Provide funding for ongoing program for FY 25 and FY26
\$27,135	Enterprise Leases	Fund remaining FY25 and FY26
\$25,000	Housing Initiative Program	Additional funds needed to continue program
\$20,000	Wells Fargo Building	Provide stipends to potential developers
\$23,000	City Hall Elevator Upgrade	Additional funds needed to complete the project
\$27,500	Project Inspector Truck (CP)	Replace truck that needs new engine
\$75,000	Fleet Services Truck (VM)	Item requested in FY25 budget process but not funded
\$94,881	Vac Truck	Appropriate funds for FY26 lease payments
\$103,995	Televising Van	Appropriate funds for FY65 lease payments

OTHER

Amount	Account	Reason
\$8,000	Travel and Lodging (Electric)	Increase appropriation for additional training
\$5,000	Meal (Electric)	Increase appropriation for additional training
\$10,000	Public Relations (Electric)	Additional funds needed for Lineman's Rodeo Finals
\$10,000	Overtime/On-Call (Water Plant)	Increase allocation due to retirement of employee
\$3,500	Postage (Water Plant)	Increase appropriation due to notifications mailed to customers
\$15,000	Chemicals (Water Plant)	Increase appropriation due to increase in water demand
\$75,000	Insurance-Building/Auto Liability	Unexpected increase in premiums and additional items added to schedule
\$1,900,000	Transfer to Utility Reserve	Continue to transfer to meet required balance from TWDB Bonds

AN ORDINANCE AMENDING THE FISCAL YEAR 2025 UTILITY FUND BUDGET OF THE CITY OF SEGUIN, TEXAS.

NOW, THEREFORE, BE IT ORDAINED THAT THE FISCAL YEAR 2025 UTILITY FUND BUDGET OF THE CITY OF SEGUIN, TEXAS, IS AMENDED AS FOLLOWS:

Utility Fund

Amount	Increase:	Increase:
\$ 8,000	Utility Fund Electric Distribution Travel and Lodging 002-4700-665000	Utility Fund Non-Departmental Use of Retained Earnings 002-9800-960000
\$ 5,000	Utility Fund Electric Distribution Meals 002-4700-665500	Utility Fund Non-Departmental Use of Retained Earnings 002-9800-960000
Reason requested:	To increase appropriation in order to send two apprentices to NLC training and two tree trimming staff to required safety training.	

Amount	Increase:	Increase:
\$ 10,000	Utility Fund Electric Distribution Public Relations 002-4700-671000	Utility Fund Non-Departmental Use of Retained Earnings 002-9800-960000
Reason requested:	To increase appropriation due to the Lineman's Rodeo Finals being in California this year.	

Amount	Increase:	Increase:
\$ 10,000	Utility Fund Water Plant Overtime/On-Call 002-5600-112000	Utility Fund Non-Departmental Use of Retained Earnings 002-9800-960000
Reason requested:	To increase allocation due to the retirement of an employee. Until a new employee is hired, other operators must fill in to cover the staff shortage.	

Amount	Increase:	Increase:
\$ 3,500	Utility Fund Water Plant Postage 002-5600-612000	Utility Fund Non-Departmental Use of Retained Earnings 002-9800-960000
Reason requested:	To increase the allocation for postage due to new EPA regulations regarding lead pipes in the water distribution system. The City was required to notify customers of certain situations regarding their private water service line.	

Amount	Increase:	Increase:
\$ 15,000	Utility Fund Water Plant Chemicals 002-5600-613300	Utility Fund Non-Departmental Use of Retained Earnings 002-9800-960000
Reason requested:	To increase appropriation due to an increase in water demand.	

Amount	Increase:	Increase:
\$ 75,000	Utility Fund Non-Departmental Insurance-Building/Auto Liability 002-9000-521000	Utility Fund Non-Departmental Use of Retained Earnings 002-9800-960000
Reason requested:	To increase appropriation for higher insurance premiums than anticipated due to additions to the mobile and auto schedule, an increase in premiums in cybersecurity insurance and an increase in premiums across the board.	

Amount	Increase:	Increase:
\$ 928,578	Utility Fund Intragovernmental Transfers Transfers to Utility Fund Capital Projects 002-9800-822300	Utility Fund Non-Departmental Use of Retained Earnings 002-9800-960000
Reason requested:	To transfer funds to Utility Fund Capital Projects to fund additional projects or additional funding towards current projects included in the individual amendment requests.	

Amount	Increase:	Increase:
\$1,900,000	Utility Fund Intragovernmental Transfers Transfers to Reserve Fund 002-9000-822600	Utility Fund Non-Departmental Use of Retained Earnings 002-9800-960000
Reason requested:	With the issuance of the final bonds through the Texas Water Development Board, we are required to put \$11,381,163.78 in a reserve fund. This is the average annual payments over the life of the bonds. We have sixty months to build this fund to the required level. This continues the process that we began in FY23 towards establishing this required amount. Currently, there is \$4,106,374.69 in the Reserve Fund.	

Utility Fund Capital Projects

Amount	Increase:	Increase:
\$ 27,135	Utility Fund Capital Projects Equipment Lease Enterprise Leases 038-9000-444000	Utility Fund Capital Projects Intragovernmental Transfers Transfers from Utility Fund 038-391020
Reason requested:	To allocate funds for the Utility Fund portion of the Enterprise leases of 25 vehicles for FY26.	

Amount	Increase:	Increase:
\$ 120,000	Utility Fund Capital Projects Small Business Grant Small Business Grant Program 038-9000-656300	Utility Fund Capital Projects Intragovernmental Transfers Transfers from Utility Fund 038-391020
Reason requested:	To provide additional funding for the Business Improvement Grant (BIG) program. The strong demand from our business community has resulted in all available BIG funding for FY 24-25 being fully allocated to approved projects, creating a waitlist for qualified applicants. This additional funding will enable us to fulfill pending applications and accommodate new requests through the end of the fiscal year.	

Amount	Increase:	Increase:
\$ 25,000	Utility Fund Capital Projects Housing Initiatives Housing Initiative Program 038-9000-656500	Utility Fund Capital Projects Intragovernmental Transfers Transfers from Utility Fund 038-391020
Reason requested:	Several years ago, the City established a housing initiative program to encourage City employees to move to the city. Applicants must go through an eligibility process and can receive up to \$5,000 towards closing costs. This initiative is in the form of a forgivable loan. The employee must continue to work for the City for an additional five years. The loan is forgiven at 20% per year. We continue to have employees wanting to move into the city and are asking to increase the funding for the program. This is the Utility Fund's portion. A similar amendment will be proposed in the General Fund.	

Amount	Increase:	Increase:
\$ 20,000	Utility Fund Capital Projects Buildings Wells Fargo Building 038-9000-702000	Utility Fund Capital Projects Intragovernmental Transfers Transfers from Utility Fund 038-391020
Reason requested:	To increase allocation towards the Wells Fargo Building project to provide stipends to companies to complete the proposals for the Nolte Project.	

Amount	Increase:	Increase:
\$ 23,000	Utility Fund Capital Projects Improvements to Buildings City Hall Elevator Upgrade 038-9000-702500	Utility Fund Capital Projects Intragovernmental Transfers Transfers from Utility Fund 038-391020
Reason requested:	To increase appropriation for this project due to higher costs than anticipated. The increased costs will result in cost savings over the life of the elevator. Additional funding will come from General Fund Capital Projects.	

Amount	Increase:	Increase:
\$ 199,500	Utility Fund Capital Projects Capital Outlay Water Tank Maintenance Program 038-9000-703000	Utility Fund Capital Projects Intragovernmental Transfers Transfers from Utility Fund 038-391020
Reason requested:	To provide funding for the water tank maintenance program for FY25.	
Amount	Increase:	Increase:
\$ 200,000	Utility Fund Capital Projects Capital Outlay Water Asset Management Program 038-9000-706100	Utility Fund Capital Projects Intragovernmental Transfers Transfers from Utility Fund 038-391020
Reason requested:	To provide funding for the water asset management program for FY25.	
Amount	Increase:	Increase:
\$ 10,115	Utility Fund Capital Projects Mach. & Equipment-Office Equipment Cybersecurity Grant 038-9000-706100	Utility Fund Capital Projects Intragovernmental Transfers Transfers from Utility Fund 038-391020
Reason requested:	To allocate funds for matching funds for a cybersecurity grant received from the Office of the Governor. Additional matching funds as well as the grant revenue will be allocated from the General Fund. The original amount of the matching funds was \$8,032, but since the application was submitted, costs and needs have increased.	
Amount	Increase:	Increase:
\$ 2,452	Utility Fund Capital Projects Mach. & Equipment-Office Equipment Cybersecurity Assessment Grant 038-9000-706100	Utility Fund Capital Projects Intragovernmental Transfers Transfers from Utility Fund 038-391020
Reason requested:	To allocate funds for matching funds for a cybersecurity assessment grant received from the Office of the Governor-Homeland Security Grants Division. The matching funds come from the salary that is currently budgeted to pay the IT Security Manager. Additional matching funds are required since the cost has increased since the application was submitted, which half is from General Fund and the other half from Utility Fund.	
Amount	Increase:	Increase:
\$ 27,500	Utility Fund Capital Projects Transportation-Vehicles Project Inspector Truck 038-9000-707100	Utility Fund Capital Projects Intragovernmental Transfers Transfers from Utility Fund 038-391020
Reason requested:	To provide funding to purchase a vehicle for the Project Inspector. The current vehicle has been in the shop and is now in need of a new engine. The other half of the funding for this vehicle will come from the General Fund Capital Projects.	

Amount	Increase:	Increase:
\$ 75,000	Utility Fund Capital Projects Transportation-Vehicles Fleet Services Truck 038-9000-707100	Utility Fund Capital Projects Intragovernmental Transfers Transfers from Utility Fund 038-391020
Reason requested:	To appropriate funds for the replacement of the Fleet Services truck which is over twelve (12) years old. This truck is used to haul vehicles and equipment as well as make service calls. This truck was requested to be replaced in FY26, but major problems have arisen causing the replacement to be moved up sooner than expected. The other half of the funding for this vehicle will come from the General Fund Capital Projects.	

Amount	Increase:	Increase:
\$ 55,638	Utility Fund Capital Projects Principal Payments Vactor 2100i Payments 038-9300-930000	Utility Fund Capital Projects Intragovernmental Transfers Transfers from Utility Fund 038-391020
\$ 27,243	Utility Fund Capital Projects Interest Payments Vactor 2100i Payments 038-9300-940000	Utility Fund Capital Projects Intragovernmental Transfers Transfers from Utility Fund 038-391020
\$ 12,000	Utility Fund Capital Projects Mach. & Equip.-Heavy Equipment Vactor 2100i Payments 038-9300-706200	Utility Fund Capital Projects Intragovernmental Transfers Transfers from Utility Fund 038-391020
Reason requested:	To provide funding for the principal, interest and service payments for all leased equipment for FY26.	

Amount	Increase:	Increase:
\$ 69,469	Utility Fund Capital Projects Principal Payments TV Van/Data Asset Management Payments 038-9300-930000	Utility Fund Capital Projects Intragovernmental Transfers Transfers from Utility Fund 038-391020
\$ 18,526	Utility Fund Capital Projects Interest Payments TV Van/Data Asset Management Payments 038-9300-940000	Utility Fund Capital Projects Intragovernmental Transfers Transfers from Utility Fund 038-391020
\$ 16,000	Utility Fund Capital Projects Mach. & Equip.-Heavy Equipment TV Van/Data Asset Management Payments 038-9300-706200	Utility Fund Capital Projects Intragovernmental Transfers Transfers from Utility Fund 038-391020
Reason requested:	To provide funding for the principal, interest and service payments for all leased equipment for FY26.	

Utility Reserve Fund

Amount	Increase:	Increase:
\$1,900,000	Utility Reserve Fund Intragovernmental Transfers Transfers from Utility Fund 040-391020	Utility Reserve Fund Fund Balance 040-297020

Reason requested: With the issuance of the final bonds through the Texas Water Development Board, we are required to put \$11,381,163.78 in a reserve fund. This is the average annual payments over the life of the bonds. We have sixty months to build this fund to the required level. This continues the process that we began in FY23 towards establishing this required amount. Currently, there is \$4,106,374.69 in the Reserve Fund.

Utility I&S Fund

Amount	Increase:	Increase:
\$3,626,813	Utility I&S Fund Long Term Debt Proceeds Bond Proceeds 041-393000	Utility I&S Fund Interest Payments 2025 Certificates of Obligation Bonds 041-9200-902200

Reason requested: To appropriate funds for the first Utility Fund payment on the 2025 Certificate of Obligation Bonds.

Stormwater Drainage Utility Fund

Amount	Increase:	Increase:
\$ 410,000	Stormwater Drainage Utility Fund Professional Services Stormwater Drainage Master Plan 043-4300-320500	Stormwater Drainage Utility Fund Non-Departmental Use of Retained Earnings 043-9800-960000

Reason requested: To reallocate funds approved in prior fiscal years of \$380,000 for a drainage master plan. In addition, City Council approved a change order in the amount of \$30,000 in February for additional services in order to submit a Notice of Intent to develop a Stormwater Management Program to TCEQ.

2025 Certificates of Obligation Bonds – Utility Fund

\$ 550,000	2025 Certificates of Obligation-UF Improvements other than Buildings 123 Bypass/IH 10 New Electric Line 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000
\$19,000,000	2025 Certificates of Obligation-UF Improvements other than Buildings Geronimo Creek Interceptor Ph. I 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000

\$2,500,000	2025 Certificates of Obligation-UF Improvements other than Buildings Caterpillar Lift Station & Gravity Main 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000
\$5,000,000	2025 Certificates of Obligation-UF Improvements other than Buildings Guadalupe River Dr. Lift Station Decomm. 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000
\$43,000,000	2025 Certificates of Obligation-UF Improvements other than Buildings WB Lift Station & Force Main to GCWWTP 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000
\$2,000,000	2025 Certificates of Obligation-UF Improvements other than Buildings River Oak/Tor Dr/Pecan Orchard Lift St. 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000
\$2,750,000	2025 Certificates of Obligation-UF Improvements other than Buildings 24" SH46 Western Transmission Main 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000
\$2,500,000	2025 Certificates of Obligation-UF Improvements other than Buildings Surface Water/Ground Water Interconnect 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000
\$7,000,000	2025 Certificates of Obligation-UF Improvements other than Buildings 73 Ft. Upflow Clarifier SCADA & Offices 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000
\$3,500,000	2025 Certificates of Obligation-UF Improvements other than Buildings Prexy Water Main Rehab 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000
\$2,500,000	2025 Certificates of Obligation-UF Improvements other than Buildings Pump/Motor Replacements @ Water Plant 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000
\$1,000,000	2025 Certificates of Obligation-UF Improvements other than Buildings Stempel Gate Reconstruction 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000

\$2,000,000	2025 Certificates of Obligation-UF Improvements other than Buildings 8" Spring Street Water Line 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000
\$2,000,000	2025 Certificates of Obligation-UF Improvements other than Buildings 12" Hannah Heights/FM20 Water Line 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000
\$ 662,998	2025 Certificates of Obligation-UF Improvements other than Buildings Lawson Street Utilities 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000
\$4,390,000	2025 Certificates of Obligation-UF Improvements other than Buildings SH123 Utility Relocate 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000
\$2,750,000	2025 Certificates of Obligation-UF Improvements other than Buildings FM 466 Utility Relocate 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000
\$ 397,002	2025 Certificates of Obligation-UF Improvements other than Buildings Contingency Funds 171-9000-703000	2025 Certificates of Obligation-UF Long-Term Debt Proceeds Bond Proceeds 171-393000

Reason requested: To appropriate funds to the various projects from the certificate of obligation proceeds from the 2025 Certificates of Obligation Bonds we received in February.

The Council finds that these budget adjustments are required because of changes and unforeseen conditions that could not have been anticipated in the original budget.

This ordinance shall become effective and applicable on the date of its approval and passage.

PASSED ON FIRST READING BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, on this the 18th day of March, 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, on this the 1st day of April, 2025.

ATTEST:

**DONNA DODGEN
MAYOR**

Kristin Mueller, City Secretary

SPECIAL REVENUE FUND BUDGET AMENDMENTS

Capital

Amount	Project	Fund	Reason
\$80,000	Coliseum Audio/Visual	Coliseum	Additional funds needed to complete project
\$10,000	Martindale PER	Roadway Impact Area B	Additional funds needed to complete project

OTHER

Amount	Account	Fund	Reason
\$5,804	Arts Grants	Seguin Arts Commission	Reappropriate funds from FY24
\$10,000	Public Art	Seguin Arts Commission	Reappropriate funds from FY24
\$4,235	Bulletproof Vests	Federal For/Seizure	Matching funds for grant
\$4,320	Operating Supplies	Golf Course Operating	Property tax payment on leased carts
\$95,785	Transfers to Downtown Fund	CPS Fund	Close out fund toward downtown projects
\$12,000	Downtown Planters	Downton Fund	Reappropriate funds from FY24

AN ORDINANCE AMENDING THE FISCAL YEAR 2025 SPECIAL REVENUE FUND BUDGET OF THE CITY OF SEGUIN, TEXAS.

NOW, THEREFORE, BE IT ORDAINED THAT THE FISCAL YEAR 2025 SPECIAL REVENUE FUND BUDGET OF THE CITY OF SEGUIN, TEXAS, IS AMENDED AS FOLLOWS:

Coliseum Fund

Amount	Increase:	Increase:
\$ 80,000	Coliseum Fund Capital Outlay Improvements to Buildings 007-1500-702500	Coliseum Fund Non-Departmental Use of Fund Balance 007-9800-970000

Reason requested: To appropriate funds for new audio amplifiers and speakers. These were not included in the original audio and video upgrades at the coliseum. The amps and speakers need to be replaced so that the new audio and video system functions properly for events as the audio cuts out when in use. This will make the audio and video system fully operational.

Seguin Commission on the Arts

Amount	Increase:	Increase:
\$ 5,804	Seguin Commission on the Arts Public Relations Arts Grants 016-9000-675100	Seguin Commission on the Arts Non-Departmental Use of Fund Balance 016-9800-970000

Reason requested: To reallocate funding from the Occupancy Tax Fund that was received in FY24, but not used in FY24.

Amount	Increase:	Increase:
\$ 10,000	Seguin Commission on the Arts Public Relations Public Art 016-9000-672700	Seguin Commission on the Arts Non-Departmental Use of Fund Balance 016-9800-970000

Reason requested: To reallocate funding from squirrel purchases from funds received in FY24, but the squirrels were not received until FY25.

Federal Forfeiture/Seizure Fund

Amount	Increase:	Increase:
\$ 4,235	General Fund Capital Projects Mach. & Equip.-Small Equipment Bulletproof Vests 028-9000-706500	General Fund Capital Projects Non-Departmental Use of Fund Balance 028-9800-970000

Reason requested: To appropriate matching funds for the bulletproof vest grant received.

Golf Course Operating Fund

Amount	Increase:	Increase:
\$ 4,320	Golf Course Operating Fund General Supplies Operating Supplies 023-3600-613000	Golf Course Operating Fund Non-Departmental Use of Fund Balance 023-9800-970000
Reason requested:	To increase appropriation to pay the property tax on the golf carts and GPS units the City leased in FY24.	

CPS Fund

Amount	Increase:	Increase:
\$ 95,785	CPS Fund Intragovernmental Transfers Transfers to Downtown Fund 051-9000-827100	CPS Fund Non-Departmental Use of Fund Balance 051-9800-970000
Reason requested:	In 2012, CPS purchased the Rio Nogales Power Plant. With this, the taxable value of this plant was taken off the taxable roll. Staff negotiated a settlement in which the City received over \$9.5 million. Over the years, staff used these funds to help lessen the impact on the tax rate to other taxpayers. There were also some projects funded through some of these funds including purchase of a pumper truck, and sidewalk improvements along Guadalupe Street and Manuel Castilla Park. The balance of this fund will be moved to the Downtown/North Austin Corridor Fund to help assist with downtown projects.	

Downtown/N. Austin Corridor Fund

Amount	Increase:	Increase:
\$ 95,785	Downtown/N. Austin Corridor Fund Intragovernmental Transfers Transfers from CPS Fund 071-391051	Downtown/N. Austin Corridor Fund Fund Balance 071-297020
Reason requested:	To account for transfers from the CPS Fund.	

Amount	Increase:	Increase:
\$ 12,000	Downtown/N. Austin Corridor Fund Improvements other than Buildings Downtown Planters 071-9000-703000	Downtown/N. Austin Corridor Fund Non-Departmental Use of Fund Balance 071-9800-970000
Reason requested:	To reallocate funding for repainting downtown planters. These funds were appropriated in prior year, but not yet spent.	

Roadway Impact Fund Area B

Amount	Increase:	Increase:
\$ 10,000	Roadway Impact Fund Area B Professional Services Martindale PER 182-9000-320500	Roadway Impact Fund Area B Non-Departmental Use of Fund Balance 182-9800-970000

Reason requested: To increase allocation for the Martindale Road Preliminary Engineering Report project.

The Council finds that these budget adjustments are required because of changes and unforeseen conditions that could not have been anticipated in the original budget.

This ordinance shall become effective and applicable on the date of its approval and passage.

PASSED ON FIRST READING BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, on this the 18th day of March, 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, on this the 1st day of April, 2025.

**DONNA DODGEN
MAYOR**

ATTEST:

Kristin Mueller, City Secretary

AN ORDINANCE AMENDING THE FISCAL YEAR 2025 DEBT SERVICE FUND BUDGET OF THE CITY OF SEGUIN, TEXAS.

NOW, THEREFORE, BE IT ORDAINED THAT THE FISCAL YEAR 2025 DEBT SERVICE FUND BUDGET OF THE CITY OF SEGUIN, TEXAS, IS AMENDED AS FOLLOWS:

General I&S Fund

Amount	Increase:	Increase:
\$1,337,198	General I&S Fund Interest Payments 2025 Certificate of Obligation Bonds 042-9200-912200	General I&S Fund Long-Term Debt Proceeds Bond Proceeds 042-393000

Reason requested: To appropriate funds for the first General Fund payment on the 2025 Certificate of Obligation Bonds.

The Council finds that these budget adjustments are required because of changes and unforeseen conditions that could not have been anticipated in the original budget.

This ordinance shall become effective and applicable on the date of its approval and passage.

PASSED ON FIRST READING BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, on this the 18th day of March 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, on this the 1st day of April 2025.

**DONNA DODGEN
MAYOR**

ATTEST:

Kristin Mueller, City Secretary



It's real.

Memorandum

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

From: Kyle Kramm, Main Street & CVB Director/HPO

Through: Rick Cortes, Deputy City Manager

Subject: Resolution authorizing a municipal tax abatement for the 2025 municipal ad valorem taxes assessed against the historical homestead located at 308 South Erkel Avenue, Seguin, Guadalupe County, Texas.

Date: March 24, 2025

Historical Background

Texas Tax Code Section 11.24 allows taxing entities to exempt from taxation part or all of the assessed value of a structure or archeological site and the land necessary for access to and use of the structure or archeological site, if the structure or archeological site is:

- (1) designated as a Recorded Texas Historic Landmark (RTHL) under Chapter 442, Government Code, or a state archeological landmark under Chapter 191, Natural Resources Code, by the Texas Historical Commission; or
- (2) designated as a historically or archeologically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the taxing unit.

Seguin City Code Section 94-32 was adopted by the Seguin City Council to allow residential properties being used as primary residences that have a RTHL to receive an abatement on municipal taxes for maintenance costs incurred by the property owner.

The property owner of 308 South Erkel has submitted receipts totaling \$3,774.84 for maintenance of the landmark. If approved this resolution will result in a maximum abatement of \$3,774.84 on this property's 2025 City taxes since the exemption is a dollar-for-dollar match.

Action Requested

Consider a resolution authorizing a tax exemption in the amount of \$3,774.84 for 308 South Erkel Street.

Procurement Methodology & Funding Source

No municipal funding is being provided.

Staff Recommendation

It is recommended the exemption be approved.

MAIN STREET & CVB

SEGUIN
TEXAS

It's real.

ATTACHMENTS

1. Resolution
2. Seguin City Code 94-32
3. Receipts
4. RTHL Designation

CITY OF SEGUIN

RESOLUTION NO. _____

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF SEGUIN, TEXAS AUTHORIZING A MUNICIPAL TAX ABATEMENT FOR THE 2025 MUNICIPAL AD VALOREM TAXES ASSESSED AGAINST THE HISTORICAL HOMESTEAD LOCATED AT 308 SOUTH ERKEL AVENUE, SEGUIN, GUADALUPE COUNTY, TEXAS

WHEREAS, the City Council of the City of Seguin recognizes the importance of the preservation of historically significant structures within the City; and

WHEREAS, the expenses involved with the restoration and upkeep of said structures often exceeds that of newer structures; and

WHEREAS, the City Council desires to encourage preservation of historically significant structures by providing the owners of said structures with tax relief; and

WHEREAS, the Seguin City Code Section 94-32 provides that upon application and approval by the City Council a person residing in a Recorded Texas Historic Landmark may receive an abatement on the municipal taxes assessed against the building up to the amount expended on restoration and upkeep.

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

PART 1. Franklin E. and Lisa B. Hayes, property owner of 308 South Erkel Avenue, Seguin, Guadalupe County, Texas, as more fully described as 1G3500-1038-01100-0-00 Block 1038 Addition, Lots: 11, 12 and the S ½ of 10 bearing the Hugo and Georgia Moe Gibson Historical Marker has applied for a partial tax abatement and has met the requirements set forth in Section 94-32 of the Seguin Code of Ordinances.

PART 2. For the tax year ending December 31, 2025, and to the extent that the abatement does not exceed \$3,774.84, Franklin E. and Lisa B. Hayes is granted a 100% abatement of the municipal taxes assessed against the building located at 308 South Erkel Avenue.

PASSED AND ADOPTED on the ____ day of ____ 2025.

DONNA DODGEN
MAYOR

ATTEST:

Kristin Mueller
City Secretary

Lisa B. Hayes
Franklin E. Hayes
308 South Erkel Avenue
Post Office Box 1575
Seguin, Texas 78156
f.e.hayes@ieee.org

February 3, 2025

Mr. Steve Parker
City Manager
City of Seguin, Texas
205 North River Street
Seguin, Texas 78155

Dear Mr. Parker,

Please know that we own and reside in the Hugo and Georgia Gibson House, a Recorded Texas Historic Landmark. Please know we are writing to apply for a 100 percent City of Seguin property tax exemption for our residence for tax year 2025 pursuant to Section 94-32 of the Seguin Texas Code of Ordinances "Property tax exemption for certain historically significant structures". We offer the following additional information toward this application:

1. Property Address: 308 South Erkel Avenue, Seguin, Texas 78155
2. Property Legal Description: LOTS: 11 & 12 & S 1/2 OF 10 BLK: 1038 ADDN: WEST
3. Property Owner's Names: Hayes, Franklin E and Lisa B
4. Verification that property is currently occupied and used as a residence: Attached, please find two copies of recent utility bills from the City of Seguin, Texas from January 2024 and December 2024. Please know we have redacted our account number for security reasons.
5. Documentation verifying expenses for maintenance and restoration of the property: Attached, please find invoices and text messages of work performed to the residence from Home Depot, Reininger Air Conditioning & Heating, Valley Plumbing, and ASW Plasterworks totaling \$3,774.84.
6. Documentation showing that the property is a recorded Texas Historic Landmark: Attached, please find a listing from the Texas Historic Sites Atlas published by the Texas Historical Commission for marker number 14010, Atlas Number 5507014010. This can also be obtained by visiting the URL: <https://atlas.thc.texas.gov/Details/5507014010>

We appreciate your time and consideration in this matter and look forward to hearing from you. Please do not hesitate to contact us should you wish to receive further information or if we may be of any further assistance in this matter.

Sincerely,

Franklin E. Hayes



City of Seguin
 205 N RIVER ST
 SEGUIN, TX 78155
 (830) 401-2460

Pay online at www.seguintexas.gov



Account Number	AMOUNT DUE
	\$272.30
Due Date	After Due Date Pay
1/25/2024	\$298.83
Service Address	
308 S ERKEL AVE	



There will be a charge on all returned checks.
 Please return this portion with your payment.
 When paying in person, please bring both portions of this bill.
 Failure to receive a bill does not extend the time to pay.

LISA B HAYES
 1424 DONCASTER DR
 SEGUIN, TX 78155-5310

Mail to: CITY OF SEGUIN
 PO BOX 591
 SEGUIN, TX 78156



01.1.4 1.3226 00200000000272300000000298835

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

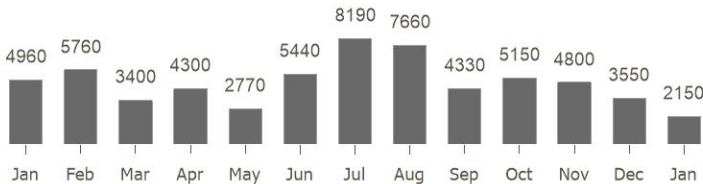
Name			Service Address		Account Number	
LISA B HAYES			308 S ERKEL AVE			
Status	Service Dates			Bill Date	Due Date	10% Penalty Added
	# Days	From	To			
Active	29	12/05/2023	01/03/2024	1/12/2024	1/25/2024	1/26/2024
Service	Previous		Current	Usage		
100E	90,037		91,684	1,647		
200W	851,750		853,900	2,150		

PREVIOUS BALANCE	\$233.02
PAYMENTS	(\$233.02)
PENALTIES	\$0.00
PAST DUE AMOUNT	\$0.00
CUSTOMER CHARGE	14.50
ENERGY CHARGE	61.88
PCRF RESIDENTIAL	93.88
WA CAPACITY CHARGE	26.62
WA USAGE CHARGE	9.95
SW CAPACITY CHARGE	38.02
SW USAGE CHARGE	0.86
GARBAGE	15.89
STORMWATER	3.00
RECYCLING	3.55
Tax	\$4.15
CURRENT BILL	\$272.30
AMOUNT DUE	\$272.30
DUE AFTER 01/25/24	\$298.83

KWH ELECTRIC



TGAL WATER



Final Payment Date: 02/03/2025

There is a 2% fee with all credit/debit card payments. If paying online or through automated phone system at 1-866-721-1078, there will be an additional fee of \$2.00.



City of Seguin
 205 N RIVER ST
 SEGUIN, TX 78155
 (830) 401-2460

Pay online at www.seguintexas.gov



Account Number	AMOUNT DUE
	\$183.40
Due Date	After Due Date Pay
12/25/2024	\$201.47
Service Address	
308 S ERKEL AVE	



There will be a charge on all returned checks.
 Please return this portion with your payment.
 When paying in person, please bring both portions of this bill.
 Failure to receive a bill does not extend the time to pay.

LISA B HAYES
 PO BOX 1575
 SEGUIN, TX 78156-8575

Mail to: CITY OF SEGUIN
 PO BOX 591
 SEGUIN, TX 78156

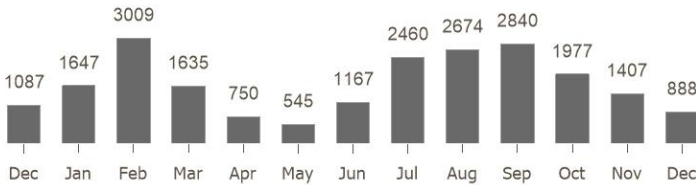
011141322600200000001A340000000020147A

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name			Service Address		Account Number	
LISA B HAYES			308 S ERKEL AVE			
Status	Service Dates			Bill Date	Due Date	10% Penalty Added
	# Days	From	To			
Active	29	10/23/2024	11/21/2024	12/10/2024	12/25/2024	12/27/2024
Service	Previous		Current	Usage		
100E	12,525		13,413	888		
200W	893,650		896,450	2,800		

PREVIOUS BALANCE	\$285.51
PAYMENTS	(\$313.39)
PENALTIES	\$0.00
CREDIT BALANCE	(\$27.88)
CUSTOMER CHARGE	15.50
ENERGY CHARGE	33.36
PCRF RESIDENTIAL	50.62
WA CAPACITY CHARGE	27.95
WA USAGE CHARGE	13.61
SW CAPACITY CHARGE	39.92
SW USAGE CHARGE	4.79
GARBAGE	15.89
STORMWATER	3.00
RECYCLING	3.55
Tax	\$3.09
CURRENT BILL	\$211.28
AMOUNT DUE	\$183.40
DUE AFTER 12/25/24	\$201.47

KWH ELECTRIC



TGAL WATER



Final Payment Date: 02/03/2025

Christmas Day falls on Wednesday, December 25, 2024. Since the holiday is on Wednesday, all other scheduled services for the week will be pushed back one day. New Year's Day also falls on Wednesday, January 1, 2025. Since the holiday is on Wednesday, all other scheduled services for the week will be pushed back one day.



**How doers
get more done.**

201 W I-10
SEGUIN, TX 78155 (830)372-0714

8437 00051 93049 05/26/24 12:25 PM
SALE SELF CHECKOUT

811108034374 NM3/8"CLAMPC <A> NO55 NM 3/8" CLAMP CONN PK5	3.13
049081145286 3/4 TEE SSS <A> 3/4" PVC TEE SXSXS 2@0.82	1.64
049081137502 3/4 PVC CPLG <A> 3/4" PVC COUPLING SXS 4@0.54	2.16
049081135584 PVC BUSHING <A> 3/4"X1/2" PVC BUSHING MPTXFPT 2@1.87	3.74
049081130466 3/4 F ADAPT <A> 3/4 FEM ADAPTR SXT S40 CC JL07 2@1.05	2.10
841804100325 VINYL TUBE <A> 1/20DX3/8IDX10' VINYL TUBE	6.87
887480000191 BARB <A> 1/4" BARB X 3/8" MIP ADAPTER BRASS	7.55
887480001792 3/8 X 1/2 B <A> 3/8" BARB X 1/2" MIP ADAPTER BRASS	4.87
887480022896 PIPE BUSHING <A> 1/2" MIP X 3/8" FIP BUSHING BRASS	5.57
841804100332 10' VINYL <A> 3/80DX1/4IDX10' VINYL TUBE	4.31
078575126029 SS CLAMP <A> #C04 SS CLAMP 1/4"X5/8" DTA 3@1.88	5.64
032076952884 NW 1G 20CU <A> GB NEW WORK 1G 20CU	0.44
078477714201 GFCT <A> 15A BLACK/RED BUTTON GFCT, WHITE	19.26
049081140649 3/4 PVC 90EL <A> 3/4" PVC EL 90D SXS 4@0.79	3.16
811000013290 1/2"X18" GAL NIPPLE <A>	9.97

SUBTOTAL 80.41
SALES TAX 6.63
TOTAL \$87.04

XXXXXX9911 VISA
USD\$ 87.04
AID A0000000031010 VISA CREDIT

8437 05/26/24 12:25 PM



8437 51 98049 05/26/2024 1797

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 08/24/2024

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 204824 196438
PASSWORD: 24276 196887

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



**How doers
get more done.**

201 W I-10
SEGUIN, TX 78155 (830)372-0714

8437 00051 34283 06/08/24 02:43 PM
SALE SELF CHECKOUT

049081137502 3/4 PVC CPLG <A> 3/4" PVC COUPLING SXS 4@0.54	2.16
049081131685 3/4X1/2 MADP <A> 1/2"X3/4" PVC MALE ADAPTER SXMPT	1.76
049081140649 3/4 PVC 90EL <A> 3/4" PVC EL 90D SXS 5@0.79	3.95
049081131722 3/4 M ADAPTR <A> 3/4" PVC MALE ADAPTER SXMPT	0.67
049081137663 2 PVC CPLG <A> 2" PVC COUPLING SXS 2@2.11	4.22
049081133382 PVC BUSHING <A> 2"X3/4" PVC BUSHING SPGXS	3.12
049081140908 2 PVC EL90 <A> 2" PVC EL 90D SXS 3@4.42	13.26
049081146245 2 PVC TEE <A> 2" PVC TEE SXSXS 2@4.95	9.90
810053460900 PVC UNION <A> 3/4" PVC UNION SLIPXSLIP SCH80	7.11
049081130701 PVC F ADPTR <A> 2" PVC FEMALE ADAPTER SXFPT 3@3.12	9.36
049081143244 PVC PLUG <A> 2" PVC PLUG MPT 2@3.37	6.74
049081134822 PVC BUSHING <A> 2"X3/4" PVC BUSHING SPGXFPT 2@4.17	8.34
049081141882 3/4 90 ELBOW <A> 3/4" PVC STREET EL 90D FPTXMI	2.11
7503036415211 FOAM INSUL <A> 1" ID X 1/2" WALL X 6' LONG FOAM PIP	2.98
7503036415204 FOAM INSUL <A> 3/4" ID X 1/2" WALL X 6' LONG FOAM P	2.11

SUBTOTAL 77.79
SALES TAX 6.42
TOTAL \$84.21

XXXXX9911 VISA
USD\$ 84.21
AID A0000000031010 VISA CREDIT

008331/7513696

A0000000031010

8437 06/08/24 02:43 PM



8437 51 34283 06/08/2024 9113

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 09/06/2024

DID WE NAIL IT?

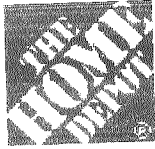
Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 77292 68906
PASSWORD: 24308 68855

Entries must be completed within 14 days



**How doers
get more done.**

201 W I-10
SEGUIN, TX 78155 (830)372-0714

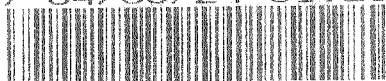
8437 00074 86392 04/06/24 01:20 PM
SALE SELF CHECKOUT

049081131722 3/4 M ADAPTR <A> 3/4" PVC MALE ADAPTER SXMPT 400.67	2.68
049081140649 3/4 PVC 90EL <A> 3/4" PVC EL 90D SXS 200.79	1.58
049081140243 3/4 PVC EL45 <A> 3/4" PVC EL 45D SXS 301.41	4.23
021449316316 TRU-BLU <A> 40Z TRU-BLU THREAD SEALANT	7.58
810053461693 PVC BALL VLV <A> 3/4" PVC BALL VALVE FPT SCH40	3.74
049081137502 3/4 PVC CPLG <A> 3/4" PVC COUPLING SXS 200.54	1.08
810053460917 PVC UNION <A> 3/4" PVC UNION FPTXFPT SCH80	7.11

SUBTOTAL 28.00
SALES TAX 2.31
TOTAL \$30.31

XXXXXXXXXXXX4927 MASTERCARD
USD\$ 30.31 TA
AUTH CODE 00673B/0744500
Chip Read
ATD A0000000041010 Mastercard

8437 04/06/24 01:20 PM



8437 74 86392 04/06/2024 4018

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 07/05/2024

DID WE NAIL IT?

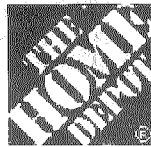
Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: HLM 181510 173147
PASSWORD: 24206 173073

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



**How doers
get more done.**

201 W I-10
SEGUIN, TX 78155 (830)372-0714

8437 00062 66639 04/06/24 02:55 PM
SALE SELF CHECKOUT

049081131722 3/4 M ADAPTR <A> 3/4" PVC MALE ADAPTER SXMPT 200.67	1.34
820633941217 3/4GATE FPT <A> 3/4" GATE VALVE FPT NL	11.98
049081137502 3/4 PVC CPLG <A> 3/4" PVC COUPLING SXS 200.54	1.08
810053460900 PVC UNION <A> 3/4" PVC UNION SLIPXSLIP SCH80	7.11

SUBTOTAL 21.51
SALES TAX 1.77
TOTAL \$23.28

XXXXXXXXXXXX4927 MASTERCARD
USD\$ 23.28 TA
AUTH CODE 00621B/0623983
Chip Read
ATD A0000000041010 Mastercard

8437 04/06/24 02:55 PM



8437 62 66639 04/06/2024 2511

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 07/05/2024

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 14 J04 133629
PASSWORD: 24206 133567

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



REININGER AIR CONDITIONING & HEATING TACLB31476E

540 Church Road | Seguin, Texas 78155
210-865-4178 | reiningerac@yahoo.com

RECIPIENT:

Ed and Lisa Hayes
308 South Erkel Avenue
Seguin, Texas 78155
Phone: (214) 458-8113

Invoice #10454	
Issued	May 28, 2024
Due	Jun 12, 2024
Paid	May 28, 2024
Technician	JM
Total	\$530.00
Account Balance	\$0.00

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
May 28, 2024				
AC Check - not cooling well	Checked package r22 unit. Low on refrigerant. Added 2 lbs of refrigerant and serviced unit. Checked capacitor and washed out condenser. System cooling well at this time	1	\$530.00	\$530.00

Thank you for your business. Please contact us with any questions regarding this invoice.

REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGISTRATION P.O. BOX 12157, AUSTIN, TX 78711 1-800-803-9202

Total	\$530.00
Paid	- \$530.00
Invoice balance	\$0.00
Account balance	\$0.00

Valley Plumbing Co.

p.o box 875
Seguin, TX 78156
georgemead24@gmail.com

Invoice 1219

INVOICED

M/M Ed Hayes
(512) 626-1407
308 South Erkel Avenue
Seguin, Texas 78155

Invoiced Date: Jun 26, 2024
Due Date: Jul 3, 2024
Status: Invoiced

Homeowner

06.24. 2024 308 S. Erkel Ave. 78155 , Discussed via Text message w/ MR. Hayes regarding partially stopped up main sewer line , sent tech to look over problem, He ran drain machine through ground level clean out freeing blockage, washed line out flush tested ETC.

Item	Unit Price	Quantity	Taxed	Amount
Drain Machine Fee 7/8 cable	\$40.00	1.00	No	\$40.00
Labor 1person rate1.5 Hrs. @90.00per hour	\$90.00	1.50	No	\$135.00

Subtotal	\$175.00
Total	\$175.00
Amount Paid	\$0.00
Amount Due	\$175.00

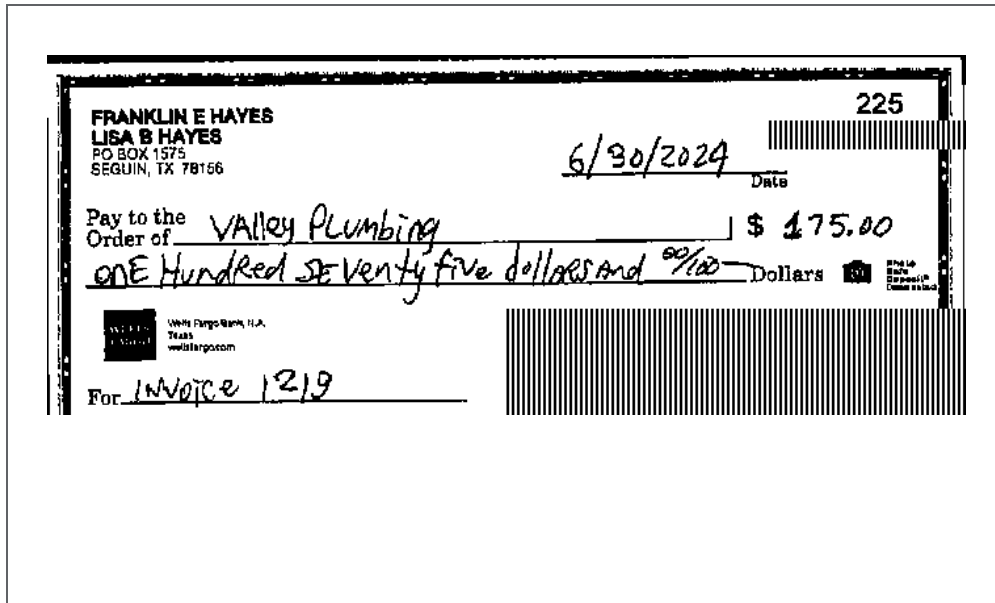
Check Details

Item 5 of 13

[Show full image*](#)

 Print


Check Number	225
Date Posted	07/08/24
Check Amount	\$175.00



[Previous](#)  Flip  Zoom [Next >](#)

* For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.

You can see full or partial fronts and backs of the images by using the link at the top of the window.

 Equal Housing Lender

ASW Plasterworks LLC

E-MAIL: ASWPlasterworks@gmail.com

7/18/2024

Client: Ed Hayes

308 S. Erkel Ave.

Seguin, TX 78155

Nathaniel Salazar

Cell: (210)488-3004

Below we have listed pricing to perform a plaster repair to existing interior of aforementioned project location. To furnish all labor, material and equipment to install the following work in accordance with manufacturers' specifications.

Scope of work:

- Demolition of failing gypsum plaster ceiling located in the living room. Approximately 5 feet by 5 feet.
- Installation of flat galvanized diamond lath using 1 ¼ inch galvanized truss head screws.
- Scratch coat using Gypsum Two-way hard wall and A-1 plaster sand.
- Brown coat using Gypsum Two-way hard wall and A-1 plaster sand.
- Application of Tamms plaster weld to be roller applied to these areas.
- Gypsum based finish to be trowel applied and allowed to dry.
- Area will be sanded from coarse to fine grit to achieve a seamless transition to existing plaster.

Exclusions: Paint is not included in the scope of work.

Pricing as follows: \$2,845.00 (Two-thousand Eight hundred and Forty-Five dollars and no cents)

This bid is based on contract terms set forth on the ConsensusDocs 751, Standard Short Form Agreement between Contractor and Sub-Contractor, with the ASA Addendum to Sub-Contract,(2004)

Bid valid for 30 days Signature: _____ Date: _____

**Scope of work to be completed in 4 days.
Two-man crew (1 journeyman and 1 apprentice)**

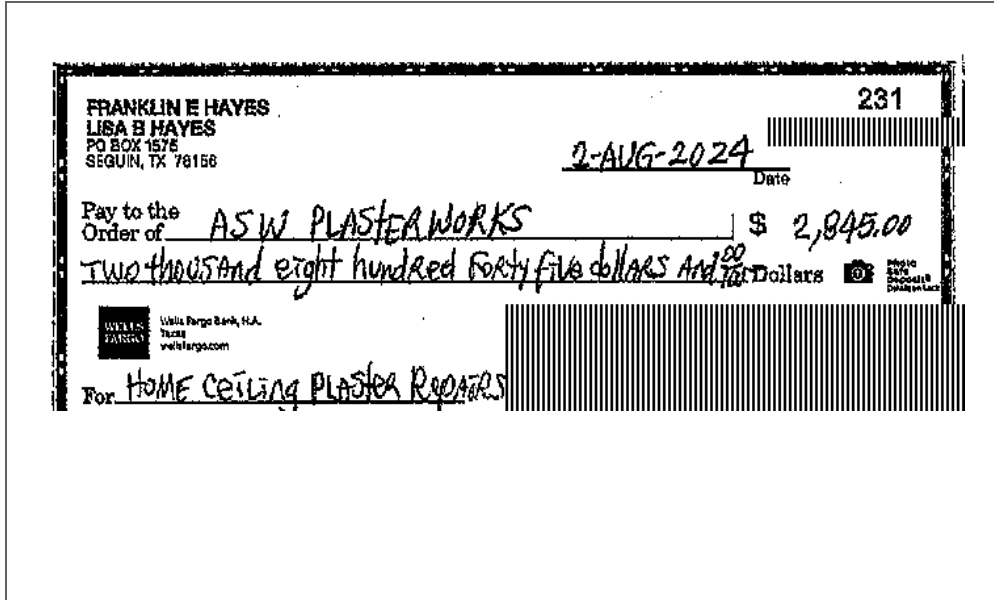
Check Details

Item 25 of 72

[Show full image*](#)

 Print


Check Number	231
Date Posted	08/05/24
Check Amount	\$2,845.00



[Previous](#)  Flip  Zoom [Next >](#)

* For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.

You can see full or partial fronts and backs of the images by using the link at the top of the window.

 Equal Housing Lender

Details for Hugo and Georgia Gibson House

Historical Marker — Atlas Number 5507014010

Data

Marker Number	14010
Atlas Number	5507014010
Marker Title	Hugo and Georgia Gibson House
Index Entry	Gibson, Hugo and Georgia, House
Address	308 S Erkel Ave
City	Seguin
County	Guadalupe
UTM Zone	14
UTM Easting	599483
UTM Northing	3271137
Subject Codes	Colonial Revival; houses, residential buildings; women
Marker Year	2007
Designations	Recorded Texas Historic Landmark
Marker Location	308 S. Erkel Ave.
Marker Size	27" x 42"

Marker Text

In 1929, Dr. Hugo Emanuel Gibson (1894-1963) and Georgia Moe (1893-1973) joined the staff of Texas Lutheran College, which relocated to Seguin from Brenham. Hugo, who received degrees from Augustana College (Illinois), the University of Texas at Austin and Augustana Theological Seminary, came to Texas Lutheran College following a merger with Trinity College in Round Rock. Georgia Moe arrived from Coolumbia University in New York City, where she earned a master's degree. In the summer of 1932, Hugo Gibson and Georgia Mode married; they raised two children. The Gibsons were instrumental in helping Texas Lutheran College receive accreditation. Dr. Hugo Gibson served as head of the foreign languages department, specializing in Greek. He also founded and directed the school's noted a capella choir. Professor Georgia Gibson was the college's Dean of Women and professor of mathematics, and she was particularly involved with extracurricular activities for the students. In 1934, the family moved into this newly built house on Erkel Avenue. Builder Edward Strickler designed the two-story frame house on a pier and beam foundation. The side-gabled house has a second story balcony porch, two main first floor entries and two kitchen entries. Decorative detailing includes latticework, French doors, window shutters, and oak and longleaf pine floors. The Gibson family lived in the house until 1963. Although the esteemed professors have passed away, today their legacy continues to impact others, particularly through a scholarship fund established by former students in their memory. Record Texas Historic Landmark - 2007 Marker is property of the state of Texas

Details for Hugo and Georgia Gibson House

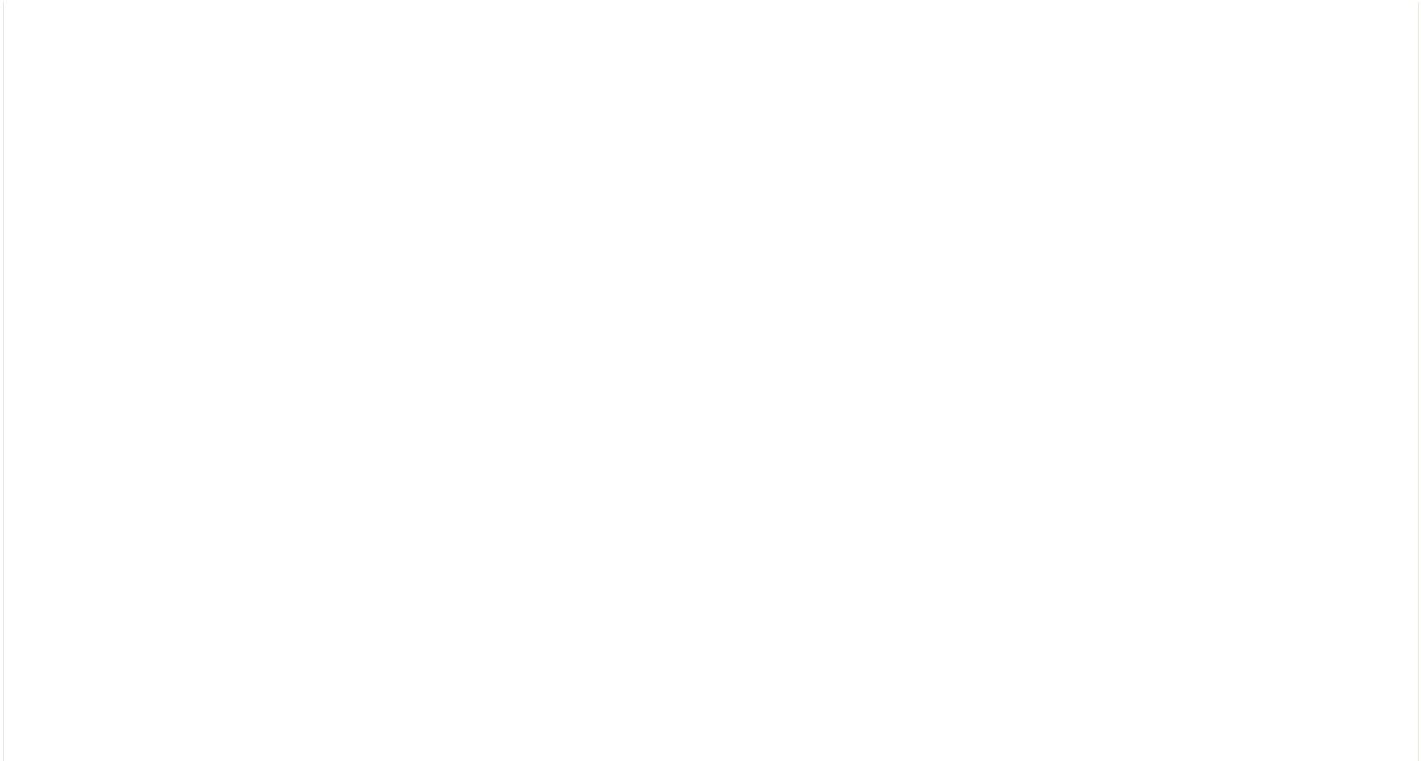
Historical Marker — Atlas Number 5507014010

Data

Marker Number	14010
Atlas Number	5507014010
Marker Title	Hugo and Georgia Gibson House
Index Entry	Gibson, Hugo and Georgia, House
Address	308 S Erkel Ave
City	Seguin
County	Guadalupe
UTM Zone	14
UTM Easting	599483
UTM Northing	3271137
Subject Codes	Colonial Revival; houses, residential buildings; women
Marker Year	2007
Designations	Recorded Texas Historic Landmark
Marker Location	308 S. Erkel Ave.
Marker Size	27" x 42"
Marker Text	In 1929, Dr. Hugo Emanuel Gibson (1894-1963) and Georgia Moe (1893-1973) joined the staff of Texas Lutheran College, which relocated to Seguin from Brenham. Hugo, who received degrees from Augustana College (Illinois), the University of Texas at Austin and Augustana Theological Seminary, came to Texas Lutheran College following a merger with Trinity College in Round Rock. Georgia Moe arrived from Coolumbia University in New York City, where she earned a master's degree. In the summer of 1932, Hugo Gibson and Georgia Mode married; they raised two children. The Gibsons were instrumental in helping Texas Lutheran College receive accreditation. Dr. Hugo Gibson served as head of the foreign languages department, specializing in Greek. He also founded and directed the school's noted a capella choir. Professor Georgia Gibson was the college's Dean of Women and professor of mathematics, and she was particularly involved with extracurricular activities for the students. In 1934, the family moved into this newly built house on Erkel Avenue. Builder Edward Strickler designed the two-story frame house on a pier and beam foundation. The side-gabled house has a second story balcony porch, two main first floor entries and two kitchen entries. Decorative detailing includes latticework, French doors, window shutters, and oak and longleaf pine floors. The Gibson family lived in the house until 1963. Although the esteemed professors have passed away, today their legacy continues to impact others, particularly througha scholarship fund established by former students in their memory. Record Texas Historic Landmark – 2007 Marker is property of the state of Texas

ATLAS_NUM=5507014010

Location Map



[Texas Homeland Security \(http://www.texashomelandsecurity.com/\)](http://www.texashomelandsecurity.com/) | [Texas Veterans Portal \(http://www.texvet.org/partners/texgov\)](http://www.texvet.org/partners/texgov) | [Texas.gov \(http://www.texas.gov\)](http://www.texas.gov)
[TRAIL Search \(https://www.tsl.state.tx.us/trail/index.html\)](https://www.tsl.state.tx.us/trail/index.html) | [Site Map \(http://www.thc.texas.gov/sitemap\)](http://www.thc.texas.gov/sitemap) | [Policies \(http://www.thc.texas.gov/policies\)](http://www.thc.texas.gov/policies) | [Archeological Log In \(/Account/Login?Length=5\)](#)
© 2020 Texas Historical Commission.



It's real.

Memorandum

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

From: Kyle Kramm, Main Street & CVB Director/HPO

Through: Rick Cortes, Deputy City Manager

Subject: Resolution authorizing a municipal tax abatement for the 2025 municipal ad valorem taxes assessed against the historical homestead located at 617 North Guadalupe Street, Seguin, Guadalupe County, Texas.

Date: March 26, 2025

Historical Background

Texas Tax Code Section 11.24 allows taxing entities to exempt from taxation part or all of the assessed value of a structure or archeological site and the land necessary for access to and use of the structure or archeological site, if the structure or archeological site is:

- (1) designated as a Recorded Texas Historic Landmark (RTHL) under Chapter 442, Government Code, or a state archeological landmark under Chapter 191, Natural Resources Code, by the Texas Historical Commission; or
- (2) designated as a historically or archeologically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the taxing unit.

Seguin City Code Section 94-32 was adopted by the Seguin City Council to allow residential properties being used as primary residences that have a RTHL to receive an abatement on municipal taxes for maintenance costs incurred by the property owner.

The property owner of 617 North Guadalupe has submitted receipts totaling \$7,807.00 for maintenance of the landmark. If approved this resolution will result in a maximum abatement of \$7,807.00 on this property's 2025 City taxes since the exemption is a dollar-for-dollar match.

Action Requested

Consider a resolution authorizing a tax exemption in the amount of \$7,807.00 for 617 North Guadalupe Street.

Procurement Methodology & Funding Source

No municipal funding is being provided.

Staff Recommendation

It is recommended the exemption be approved.

MAIN STREET & CVB

SEGUIN
TEXAS

It's real.

ATTACHMENTS

1. Resolution
2. Seguin City Code 94-32
3. Receipts
4. RTHL Designation

CITY OF SEGUIN

RESOLUTION NO. _____

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF SEGUIN, TEXAS AUTHORIZING A MUNICIPAL TAX ABATEMENT FOR THE 2025 MUNICIPAL AD VALOREM TAXES ASSESSED AGAINST THE HISTORICAL HOMESTEAD LOCATED AT 617 NORTH GUADALUPE, SEGUIN, GUADALUPE COUNTY, TEXAS

WHEREAS, the City Council of the City of Seguin recognizes the importance of the preservation of historically significant structures within the City; and

WHEREAS, the expenses involved with the restoration and upkeep of said structures often exceeds that of newer structures; and

WHEREAS, the City Council desires to encourage preservation of historically significant structures by providing the owners of said structures with tax relief; and

WHEREAS, the Seguin City Code Section 94-32 provides that upon application and approval by the City Council a person residing in a Recorded Texas Historic Landmark may receive an abatement on the municipal taxes assessed against the building up to the amount expended on restoration and upkeep.

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

PART 1. Graham and Lauren Wasilition, property owner of the Sonka House located at 617 North Guadalupe Street, Seguin, Guadalupe County, Texas, as more fully described as 1G0990-0228-01000-0-00 Block Lot: 10 Block: 228 Addition: Farm bearing the Joseph Sonka House Texas Historical Marker has applied for a partial tax abatement and has met the requirements set forth in Section 94-32 of the Seguin Code of Ordinances.

PART 2. For the tax year ending December 31, 2023, and to the extent that the abatement does not exceed \$7,807.00, Graham and Lauren Wasilition are granted a 100% abatement of the municipal taxes assessed against the Sonka House located at 617 North Guadalupe Street.

PASSED AND ADOPTED on the 1st day of April 2025.

Donna Dodgen
Mayor

ATTEST:

Kristin Mueller
City Secretary

INVOICE

Barron Restorations LLC
, TX 78749

info@barronrestorations.com
+1 (214) 810-0232
www.barronrestorations.com



Bill to

Graham Wasilition
617 N. Guadalupe St.
Sequin, TX 78155 USA

Ship to

Graham Wasilition
617 N. Guadalupe St.
Sequin, TX 78155 USA

Invoice details

Invoice no.: 1418
Terms: Net 5
Invoice date: 09/01/2024
Due date: 09/06/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Window Restoration	Chipped glaze - 3 days	3	\$1,200.00	\$3,600.00
2.		Window Restoration	Add wood to triple hung at top of stairs	1	\$300.00	\$300.00
3.		Window Restoration	Abatron repair on front window muntin bar	1	\$150.00	\$150.00

Total **\$4,050.00**

Ways to pay

BANK

[View and pay](#)

View invoice online

Scan code or go to the link below to view the invoice online
[View invoice](#)



INVOICE

Barron Restorations LLC
, TX 78749

info@barronrestorations.com
+1 (214) 810-0232
www.barronrestorations.com



Bill to

Graham Wasilition
617 N. Guadalupe St.
Sequin, TX 78155 USA

Ship to

Graham Wasilition
617 N. Guadalupe St.
Sequin, TX 78155 USA

Invoice details

Invoice no.: 1420
Terms: Net 5
Invoice date: 09/06/2024
Due date: 09/11/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Window Restoration		2	\$1,200.00	\$2,400.00
2.		Window Restoration	Glass replacement	3	\$150.00	\$450.00
3.		Window Restoration	Travel for 5 days (forgot on last billing)	5	\$50.00	\$250.00

Total **\$3,100.00**

Ways to pay

BANK

Note to customer

3 days @ \$1200 per day, wood addition, Abatron - \$4050

Sep 5 & 6 - 2 Days @ \$1200, glass replacement, 5 days travel
(sorry, I forgot earlier1)

Pay invoice

View invoice online

Scan code or go to the link below to view the invoice online
[View invoice](#)





Joe Cools A/C & Heating

Lauren Wasiliton
 613 N Guadalupe St
 Seguin, TX 78155

☎ (540) 312-4312
 ✉ lauren.wasilit@gmail.com

JOB	#71679373
SERVICE DATE	Apr 09, 2024
INVOICE DATE	Mar 14, 2025
PAYMENT TERMS	Upon receipt
DUE DATE	Mar 14, 2025
AMOUNT DUE	\$0.00

CONTACT US

527 E Kingsbury St
 Seguin, TX 78155

☎ (830) 433-4559
 ✉ joecoolsac@gmail.com

Service completed by: Francisco Reyes

INVOICE

Services	qty	unit price	amount
Service - Diagnostic Fee <small>Fee for diagnosing of system to determine problem at hand.</small>	1.0	\$69.00	\$69.00

Services subtotal: \$69.00

Subtotal \$69.00

Job Total \$69.00

Amount Due \$0.00

Payment History

Apr 09 Tue 10:51am Credit Card \$69.00

We truly appreciate your business, and we're grateful for the trust you've placed in us. Please don't hesitate to call us if ever a problem should arise. We hope to have the pleasure of doing business with you for many years to come. #WeLoveOurCustomers #JoeCoolsTeam

*****Please Note That All Estimates Are Subject To Change After 30 Days From Submission*****

•Regulated by: The Texas Department of Licensing and regulation, P.O. Box 12157 Austin, TX 78711, 1-800-803-9202, 512-463-6599•

See our [Terms & Conditions](#)



Joe Cools A/C & Heating

Lauren Wasiliton
 613 N Guadalupe St
 Seguin, TX 78155

(540) 312-4312
 lauren.wasilit@gmail.com

JOB	#71679446
SERVICE DATE	Apr 23, 2024
INVOICE DATE	Mar 14, 2025
PAYMENT TERMS	Upon receipt
DUE DATE	Mar 14, 2025
AMOUNT DUE	\$0.00

CONTACT US

527 E Kingsbury St
 Seguin, TX 78155

(830) 433-4559
 joecoolsac@gmail.com

Service completed by: Chris S

INVOICE

Services	qty	unit price	amount
Service - Mini Split Premium Cleaning Deep Cleaning of mini split system with water pressure and cleaning solution 1 head /1 Condenser	1.0	\$388.00	\$388.00
Service - Mini Split Premium Cleaning Deep Cleaning of mini split system with water pressure and cleaning solution 1 head /1 Condenser	1.0	\$200.00	\$200.00

Services subtotal: \$588.00

Subtotal	\$588.00
Job Total	\$588.00
Amount Due	\$0.00

Payment History

Apr 23	Tue 1:27pm	Check	\$588.00
--------	------------	-------	----------

We truly appreciate your business, and we're grateful for the trust you've placed in us. Please don't hesitate to call us if ever a problem should arise. We hope to have the pleasure of doing business with you for many years to come. #WeLoveOurCustomers #JoeCoolsTeam

*****Please Note That All Estimates Are Subject To Change After 30 Days From Submission*****

•Regulated by: The Texas Department of Licensing and regulation, P.O. Box 12157 Austin, TX 78711, 1-800-803-9202, 512-463-6599•

See our [Terms & Conditions](#)

Details for Joseph Sonka House

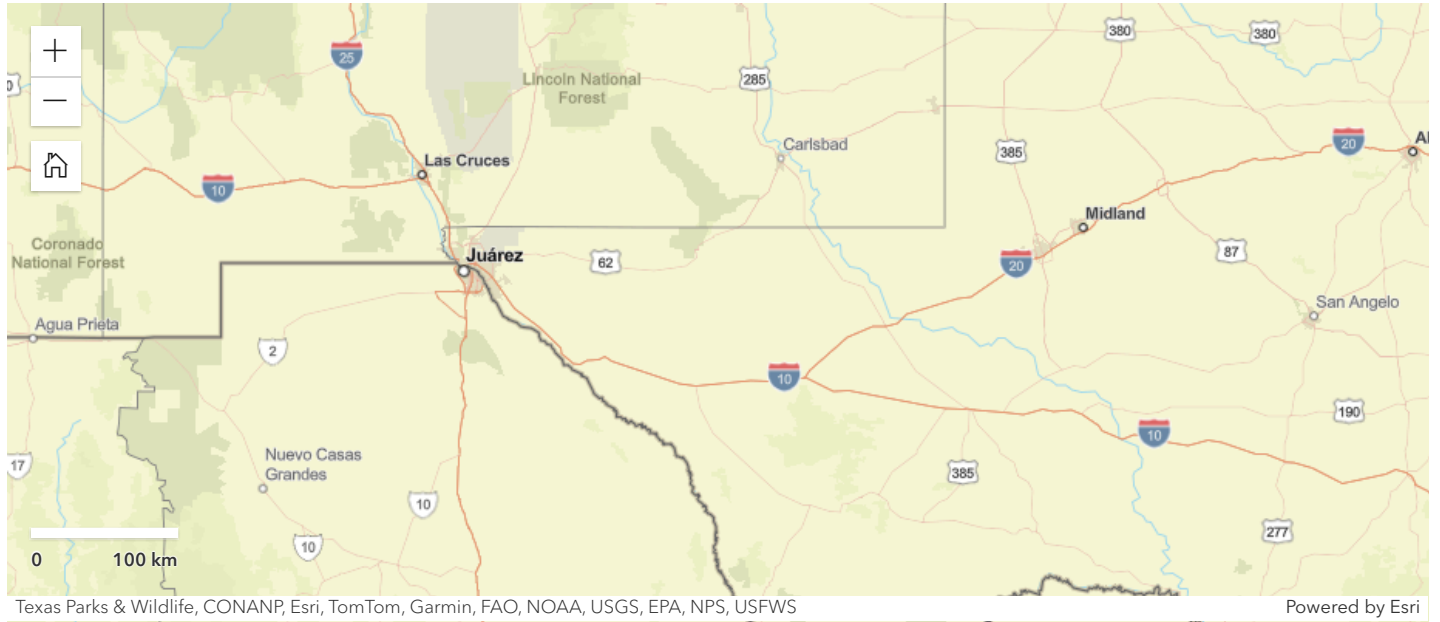
Historical Marker — Atlas Number 5187002866

Data

Marker Number	2866
Atlas Number	5187002866
Marker Title	Joseph Sonka House
Index Entry	Sonka, Joseph, House
Address	617 N. Guadalupe St.
City	Seguin
County	Guadalupe
UTM Zone	14
UTM Easting	599826
UTM Northing	3272028
Subject Codes	Czech immigrants/immigration; houses, design and construction; Italianate (architectural style); craftsmen; industry; hospitals
Marker Year	1990
Recorded Texas Historic Landmark	Yes
Marker Location	SE corner Guadalupe and College streets
Private Property	No
Marker Condition	In Situ
Marker Size	RTHL medallion and plate
Marker Text	Czechoslovakian immigrant Joseph Sonka (1849-1924) came to Seguin in 1878. A stonemason by trade, he established a brickyard and cotton gin near this site and in 1881 began construction of this house. He completed it in 1893, the same year he married Annie Klicka (1867-1937). Made of bricks from the Sonka brickyard, the house is built on an L-plan with Italianate detailing. It served as a community hospital from 1913 to 1915, and has remained in the Sonka family. Recorded Texas Historic Landmark - 1990

ATLAS_NUM=5187002866

Location Map



1511 Colorado St.
Austin, TX, 78701

- [Texas Homeland Security](#)
- [Texas Veterans Portal](#)
- [Texas Records and Information Locator \(TRAIL\) Search](#)
- [Texas.gov](#)

- [Site Map](#)
- [Policies](#)
- [Archeological Log In](#)

© 2025 Texas Historical Commission.

Sec. 94-30. - Maintenance for tax exemption purposes.

For the purposes of a historic structure tax exemption, maintenance or improvements shall mean, and be limited to, any work done to the building structure, to include mechanical, plumbing, electrical, painting or other physical improvements necessary for the preservation of the building as determined by the historic preservation officer.

([Ord. No. 2017-03](#), § 1, 2-21-17)

Sec. 94-32. - Property tax exemption for certain historically significant structures.

- (a) *Purpose.* The tax exemptions granted pursuant to this section are adopted pursuant to the authority of Article 8, Section 1-f of the Texas Constitution and V.T.C.A. Property Code § 11.24. The purpose of this section is to encourage the preservation of historic properties within the City of Seguin. Nothing in this section shall relieve a person from the responsibility to apply each year to the appraisal district for an exemption pursuant to the requirements of the Texas Property Tax Code.
- (b) *Eligibility.* To be eligible for the tax exemption provided under this section, a property must be:
- (1) Located within the city limits of the City of Seguin;
 - (2) Used as a primary residence;
 - (3) Designated as a recorded Texas Historic Landmark under V.T.C.A. Government Code Ch. 442; and
 - (4) Authorized via resolution of the city council to receive such an exemption.

This tax exemption is limited to the appraised value of taxable structures and does not include land.

- (c) *Authorization from city council.* Unless a later application is approved by city council under special circumstances, in order to qualify for the exemption, an owner of property must make application to the city council on or before April 1 of the tax year for which the exemption is being requested. The application must be in the form of a written request to the city manager and must contain the following information:
- (1) The address and legal description of the property;
 - (2) The current owner's name;
 - (3) Verification that the property is currently occupied and being used as a residence;
 - (4) Documentation verifying expenses for maintenance or restoration of the property in at least the dollar value of the exemption being requested, which expenses may include the costs associated with obtaining Texas Historic Landmark status; and
 - (5) Documentation showing that the property is a recorded Texas Historic Landmark.

Upon receipt of the application, the city manager shall forward the application to staff for review and recommendation and shall place the matter on the agenda for the next available council meeting. City council shall thereafter vote by resolution to either approve or deny the application. A resolution approving an exemption shall state the tax year for which the exemption is being granted, the legal description of the property and the percentage of the appraised value of the property which shall be exempted from taxation.

(Ord. No. 98-41, 6-2-98; Ord. No. 06-08, § 1, 2-21-06)



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

From: Dale Skinner, Fire Chief

Date: March 19, 2025

Re: Fire Department Medical Director

Historical Background

It is essential to have a qualified Medical Director to oversee the protocols for advanced medical procedures, drug administration, and patient care during emergencies. The Medical Director is responsible for establishing treatment guidelines, ensuring compliance with regulations, and facilitating ongoing training for fire department personnel. This also calls for better coordination with local hospitals, regional emergency systems, and public health agencies.

The need for a new Medical Director arose due to several key factors. As the fire department grows in size and complexity, so does the range of medical challenges we face. New advancements in emergency care, changes in medical technology, and evolving community needs necessitate a fresh approach to medical leadership.

Given these developments, the current Medical Director is no longer in a position to effectively lead such a diversified medical team. The evolving nature of both the medical landscape and fire department operations underscored the importance of appointing a new Medical Director with the necessary expertise, vision, and leadership to guide the department through this new era of fire service medicine.

Action Requested

Authorize the City Manager to enter into a contract with Best EMS and the appointed Medical Director will be Justin Norheim, D.O. for medical direction for the fire department.

Procurement Methodology & Funding Source

The selection of Best EMS was through interviews and conversations with current agencies under their direction and the similarity of protocols. Best EMS offers many services that very few other medical control groups offer.

Funding for this project has been secured through the Fire Department general fund budget.

Staff Recommendation

Staff recommends executing the agreement with Best EMS for the amount of \$65,928.80 for the initial term of the agreement. This recommendation is based on Best EMS's demonstrated competence and qualifications, as well as the fair pricing for services that staff have successfully negotiated.

Attachments

Draft contract.

Respectfully,



Dale Skinner
Fire Chief

STATE OF TEXAS

RESOLUTION APPROVING THE APPOINTMENT OF BEST EMS/JUSTIN NORTHEIM, D.O. AS THE MEDICAL DIRECTOR FOR SEGUIN FIRE DEPARTMENT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, it is essential to have a qualified Medical Director to oversee the protocols for advanced medical procedures, drug administration, and patient care during emergencies; and

WHEREAS, after consideration of prospective candidates to act as Medical Director, the Fire Chief and staff believe the City should transition toward utilizing a medical services company that can provide a Medical Director as well as necessary support for the activities of that Medical Director; and

WHEREAS, the City’s current Medical Director has served the City since before 1998, and has begun to taper down his practice, including activities associated with Medical Director; and

WHEREAS, City staff believes that Beacon Emergency Services Team P.A. d/b/a Best EMS (“Best EMS”) demonstrates the necessary competence and qualifications to provide a Medical Director and the associated services that accompany that appointment; and staff recommends entering into a professional services agreement with Best EMS, appointing Justin Northeim, D.O. as the Medical Director for the Seguin Fire Department.

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

SECTION 1. The City Council finds that Best EMS is an appropriate professional service provider for the services associated with Medical Director for based on its demonstrated competence and qualifications, and that the proposed not-to-exceed price for this Project is fair and reasonable;

SECTION 2. The City Council hereby approves a Professional Services Agreement, in the amount of \$65,494.06 for the initial term of the Agreement, with Best EMS, and hereby approves the appointment of Justin Northeim, D.O., as the Medical Director;

SECTION 3. The Seguin Fire Chief is hereby authorized to provide notice of termination of appointment to the City’s current Medical Director, Dr. Michael Dwyer, thanking him for his long tenure with the City of Seguin.

SECTION 4. This resolution is effective on the date of its passing.

PASSED AND APPROVED THIS 1st DAY OF APRIL 2025.

DONNA DODGEN, MAYOR

ATTEST:

Kristin Mueller, City Secretary

MEDICAL DIRECTOR AGREEMENT

THIS AGREEMENT is made between **City of Seguin** (“Agency”) and **Beacon Emergency Services Team P.A. d/b/a BEST EMS** (the “Company”) set out on the signature page of this Agreement. This Agreement is effective as of **May 1, 2025** (“Effective Date”).

WHEREAS, the Company employs or contracts with physicians who are duly qualified and licensed to practice medicine in the state and has approved one of its physicians to act as a medical director for the Agency;

WHEREAS, the Company’s physician has expertise in the field of medicine, emergency medical services, emergency medical services oversight and administration;

WHEREAS, Agency provides emergency medical services (“EMS”), non-emergency medical services, mobile healthcare and other related services and desires to obtain the services of a medical director;

WHEREAS, the Company is willing to provide the services of a medical director to Agency for its operations in EMS SERVICES;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties incorporate the above recitals and agree as follows:

1. **Company Services.** The Company shall provide a physician to serve as the Medical Director (“Medical Director”) for Agency. As of the Effective Date, the Medical Director will be **Justin Northeim, D.O.** (“Physician”). Company will have the right, however, to appoint any other physician as the Medical Director in place of physician in the event physician leaves the Company or otherwise ceases to serve as Medical Director. The physician at any time serving as the Medical Director must be reasonably acceptable to Agency and must meet the following requirements who will fulfill the following services to Agency:
 - a. Provide comprehensive medical oversight (direct and indirect) for clinical services delivered by Agency’s personnel. Medical Director shall participate in the implementation of clinically sound, evidence-based expectations for the system;
 - b. Provide medical oversight and guidance for Agency’s quality leadership activities through serving as a liaison between Agency and the local medical community, collaborating with local designated quality organizations and/or committees to define quality standards, identify metrics, review performance data, identify opportunities for improvement, test new processes, and ultimately to adopt best practices.
 - c. Review quality improvement and performance reports, provided by Agency and identify opportunities for improvement in patient care or system design and collaborate with all appropriate entities to develop an improvement program.;
 - d. Review recorded medical oversight, control or direction conversations (if available) to assure appropriate clinical care and decision making by all entities.
 - e. Review and respond to requests to review high priority clinical cases within twenty-four (24) hours of being notified;
 - f. Make or direct the making of such reports and records relating to patient care as may be required by Agency and/or regulatory bodies, whether public or private;
 - g. Develop criteria for establishment and maintenance of credentials for Agency’s emergency medical services personnel;

MEDICAL DIRECTOR AGREEMENT

- h. Direct, coordinate, and/or participate in initial, ongoing and remedial education of emergency medical services personnel in accordance with Agency's policies;
 - i. Instruct and inform Agency management and governmental boards or agencies to summarily limit, suspend, or withdraw clinical credentials of personnel;
 - j. Advise and assist in the organization in implementation of an effective utilization review program for Agency and perform utilization review services;
 - k. Assist in the design and development of protocols, guidelines, patient information forms, medical record forms, and consent forms for use in the field or for Agency purposes;
 - l. Undertake activities, as reasonably requested by Agency, including but not limited to professional contacts with physicians, healthcare systems, public health agencies, health plans paramedic associations, nursing associations, governmental agencies, and state and local medical societies in order to apprise such individuals and groups of the nature and availability of facilities and services of Agency and facilitate the exchange of information on patient care, administration, medical policy, and utilization review;
 - m. Actively participate in the professional development of all staff in Agency and collaborate in communicating medical competency and expertise to the medical community and general public. Give technical advice and assistance as may be requested to facilitate the evaluation, acquisition, implementation and utilization of medical equipment, expansion of Agency services, as well as general strategic planning and collaborative efforts with other healthcare systems;
 - n. Authorize, supervise and approve the purchase of necessary medications for pre-hospital use by Agency in accordance with the full scope of practice. Company acknowledges and agrees that controlled medications are specifically included within the definition of medications covered by this agreement and Medical Director will be responsible for approving all local implementation plans for the ordering, distribution and handling of controlled substances (to include oversight and sign-off on all controlled substance records and logs in a timely manner) consistent with local, state & federal requirements. Medical Director shall maintain all appropriate state and federal permits, registrations or licenses necessary to prescribe controlled substances;
 - o. Fulfill all Medical Director Functions including protocol development, education and performance review associated with the operation of any Agency communications centers within the area;
 - p. Fulfill all Medical Director Functions associated with the operation of any Agency Inter-facility, Specialty, Mobile Integrated Healthcare or Critical Care Transport operations;
 - q. Perform any other functions associated with the role of a medical director as may be requested by Agency;
 - r. Participate in all required activities associated with local and/or national accreditation processes;
 - s. Participate in sanctioned appropriately research activities.
 - t. Serve as the primary liaison between Sequin Fire Department EMS system administration and the local medical community, ascertaining and being responsive to the needs of each.
2. **Time Commitment.** Medical Director will be in the fire station a minimum of **eighteen (18)** hours per month. The Medical Director shall be expected to be available to provide the above duties. The Company shall establish appropriate contact information to assure 24/7 availability of physician consultation (including designation of specific hospital-based physicians or designated base-station contacts authorized to provide direct medical control).

MEDICAL DIRECTOR AGREEMENT

3. **Compensation.** As payment for the services rendered by Company and Medical Director, Agency shall pay to Company the amount of **\$65,928.80** for the initial term of the agreement. Agency will make twelve (12) monthly payments in the amount of **\$5,494.06** each to Company for services provided in the initial term under this Agreement. Payment will be due within thirty (30) days from the receipt of invoice by Agency. **The amount due for services will increase three percent (3%) upon each automatic renewal, as outlined in 4 Term below.** Payment should be made payable to Beacon Emergency Services Team P.A. d/b/a BEST EMS and mailed to BEST EMS, Attn: Accounts Payable, 4835 LBJ Freeway, Suite 900, Dallas, TX 75244.
4. **Term.** The term of this Agreement shall commence on the Effective Date and shall be for one year. This Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term".
5. **Termination.** This agreement may be terminated prior to the expiration of its Term as follows:
 - a. Immediately by Agency upon the suspension, revocation or restriction of Medical Director's license to practice medicine or dispense medications unless Company provides a replacement Medical Director, with Agency's approval;
 - b. Immediately by Agency if it determines in its reasonable discretion that continued provision of services by the Company and/or Medical Director will jeopardize health or safety; or
 - c. With or without cause by either party by providing written notice of intent to terminate. Such termination shall become effective and the agreement shall be terminated in its entirety on the 30th calendar day following receipt of the written notice of terms herein described.
6. **Relationship.** In the performance of services under this Agreement, Company, Medical Director and Agency shall at all times be acting and performing as independent contractors. Nothing contained herein shall be deemed or construed to create any agency, partnership, joint venture, or employer-employee relationship between Company, Medical Director and/or Agency. Agency shall not have direct supervision over the manner in which Medical Director performs medical direction services pursuant to this Agreement. Agency shall not be responsible for the payment of any applicable taxes or withholdings related to Company's or Medical Director's services. Agency and Company agree that all services provided hereunder shall be provided in accordance with the terms and conditions of standard medical protocols in the state where the services are provided.
7. **Right to Engage in Other Activities.** Except where a conflict of interest may exist (e.g., working for a competitor of Agency or working for a governmental agency involved in oversight of the designated Agency emergency medical services), nothing contained herein shall be deemed to restrict or prevent Company or Medical Director from engaging in consultation services or in any other business at such times, places, and in such manner as Company shall determine in its discretion during the Term of this Agreement and thereafter so long as Company is able to carry out the provisions of this Agreement.
8. **Standard of Care.** Medical Director shall render services in compliance with the accepted medical standard of care in the community and profession.
9. **Compliance with Laws.** The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute. Company and Medical Director shall also maintain all licenses, certifications or accreditations necessary to provide Services hereunder.
10. **Maintenance of Records.** As applicable, each party will retain books and records respecting services rendered to patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent

MEDICAL DIRECTOR AGREEMENT

required by law. Run reports and patient care records shall be maintained in accordance with the requirements of Agency and Company and shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Each of the parties shall have the right to obtain copies of relevant portions of patient records maintained by the other party to the extent necessary to defend against legal actions taken against such party or its physicians or employees involved in the care of a patient.

11. **Insurance.** Company's professional liability insurance covers Medical Director for services that are provided under this Agreement.
12. **Indemnity.** To the extent allowed by law, each party will indemnify and hold the other harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct.
13. **HIPAA.** Each party shall comply with the privacy provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"), and with such other requirements of HIPAA that may become effective during the Term. All patient medical records shall be treated as confidential so as to comply with all state and federal laws. The parties shall execute the Business Associate Agreement attached as Exhibit "A".
14. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to Agency:

City of Seguin
Attn: Steve Parker, City Manager
205 N. River Street
Seguin, TX 78155

If to Company:

BEST EMS
Attn: Dr. Elizabeth Fagan / Tina Dunn
4835 LBJ Freeway, Suite 900
Dallas, TX 75244

With Mandatory Copy to:

Integrative Emergency Services, LLC
Attn: Matt Innes, Attorney
4835 LBJ Freeway, Suite 900
Dallas, TX 75244

15. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements.
16. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies

MEDICAL DIRECTOR AGREEMENT

that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

- 17. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) this Agreement shall not be effective until executed by both parties. In the event of a disagreement between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

CITY OF SEGUIN

BEACON EMERGENCY SERVICES TEAM P.A.
D/B/A BEST EMS

By: _____
Steve Parker, City Manager

By: _____
Nestor Zenarosa, M.D., Chief Executive Officer

Date: _____

Date: _____

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made between **City of Seguin** (“Covered Entity”) and the **Beacon Emergency Services Team P.A. d/b/a BEST EMS** (the “Business Associate”). This Agreement is entered into effective **April 1, 2025**.

BACKGROUND

Covered Entity and Business Associate have entered into a medical director agreement (“Services Agreement”) dated **April 1, 2025**, pursuant to which Business Associate arranges for the provision of services to Covered Entity. This Business Associate Agreement is intended as a supplement to the Services Agreement for the purpose of meeting the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) for the treatment of Protected Health Information, as defined herein, that may be disclosed by Covered Entity to Business Associate.

1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as given those terms in 45 CFR 160 and 164 HIPAA Regulations; the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 and its implementing regulations.

“Business Associate” is a person or entity that arranges, performs, or assists in performing services on behalf of Covered Entity and creates, receives, maintains, or transmits protected health information for a function or activity regulated under 45 CFR 160 and 164 HIPAA Regulations and HITECH and its implementing regulations including any services defined under 45 CFR 160.103 as amended;

“Protected Health Information” (“PHI”) means information that is: (i) created or received by a Health Care Provider, Health Plan, employer, or Health Care Clearinghouse; (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of Health Care to an individual; or the past, present, or future Payment for the provision of Health Care to an individual; (iii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. In addition, the uses, disclosures or requests for PHI described herein shall be, to the extent practicable, limited to a Limited Data Set or the minimum necessary to accomplish the intended purpose of such use, disclosure or request. Further, Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the HIPAA regulations or the HITECH Act if so, used by Covered Entity.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees

BUSINESS ASSOCIATE AGREEMENT

in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, within 10 (ten) days, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Within ten (10) days of a request from Covered Entity, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a timely manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, within ten (10) days of a request, information collected in accordance with Section 2 (i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(k) Business Associate agrees to establish and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protected the confidentiality, integrity and availability of electronic PHI. Business Associate will follow generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information (“the Security Rule”, published at 45 CFR Parts 160 – 164), and be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a “covered entity,” as such term is defined in HIPAA.

(l) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees, in writing, to implement reasonable and appropriate safeguards to protect that information.

(m) Business Associate agrees to report any security breach of which it becomes aware to Covered Entity without unreasonable delay, but no later than 30 days after discovery of the breach. For purposes of this agreement, a “security breach” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. Further, this includes a breach of unsecured PHI as defined by the implementing regulations of the HITECH Act as of their effective date. This does not include trivial security incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate.

3. Prohibited Use and Disclosure

(a) Except as otherwise described herein, the Business Associate agrees not to use or disclose any patient information for any purpose other than a purpose expressly approved by Covered Entity. The Business Associate understands that it is not authorized to disclose any information related to patient information to anyone outside Covered Entity, unless otherwise expressly approved by Covered Entity. Business Associate shall not receive any direct or indirect remuneration for PHI except as would be permitted

BUSINESS ASSOCIATE AGREEMENT

by this Agreement and 45 CFR 160 and 164 HIPAA Regulations and HITECH and its implementing regulations. Business Associate understands it is subject to all civil and criminal penalties for violations of the Privacy Rule and Security Rule.

4. **Specific Use and Disclosure Provisions**

(a) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j) (1) and 164.504(e).

5. **Obligations of Covered Entity**

(a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. **Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except in connection with Data Aggregation or management and administrative activities of Business Associate otherwise permitted under this Agreement.

7. **Term and Termination**

(a) *Term.* This Agreement shall be effective as of the date first written above and shall terminate only upon termination of the agreed upon Services Agreement.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this Agreement and the Services Agreement if Business

BUSINESS ASSOCIATE AGREEMENT

Associate does not cure the breach or end the violation within the time specified by Covered Entity. If Business Associate has breached a material term of this Agreement and cure is not possible, Covered Entity may immediately terminate this Agreement and the Services Agreement.

8. **Effect of Termination**

(a) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(b) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction, for so long as Business Associate maintains such PHI.

9. **Miscellaneous**

(a) *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(c) *Survival.* The respective rights and obligations of Business Associate under Section 8 of this Agreement shall survive the termination of this Agreement.

(d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule or Security Rule.

IN WITNESS WHEREOF, the Covered Entity and Business Associate have executed this Agreement effective as of the day and year first above written.

<p>“Covered Entity”</p> <p>CITY OF SEGUIN</p> <p>By: _____</p> <p>Print Name: Steve Parker Print Title: City Manager</p>	<p>“Business Associate”</p> <p>BEACON EMERGENCY SERVICES TEAM P.A. D/B/A BEST EMS</p> <p>By: _____</p> <p>Print Name: Nestor Zenarosa, M.D. Print Title: Chief Executive Officer</p>
--	--

Dr. Justin Northeim – DO

Dr. Northeim's medical career began in the field of EMS at age fifteen dispatching and eventually working on a paramedic 911 ambulance for Life Care Ambulance Service in Cleveland, OH. He completed an externship with Metro Life Flight, Cleveland, OH. He attended Bucknell University and graduated with a Bachelor's Degree in Biology/Spanish. He graduated from TUCOM—California with his Osteopathic Medical Degree and subsequently completed his Traditional Year Internship at University Hospitals of Cleveland and Emergency Medicine Residency at Michigan State University. He received his Board Certification in Emergency Medicine. After residency, he worked for HealthEast Care System in the Minneapolis/St. Paul area and then moved to the DFW area where he worked for Questcare Partners. He became an executive partner at Questcare and served on their board. While at Questcare, he served as the Medical Director for several EMS agencies in Denton County. He joined Integrative Emergency Services seven years ago who provides emergency physician staffing for all of the Baylor Scott and White, John Peter Smith and CHI St Luke facilities and is the BEST EMS Medical Control Director. BEST EMS now serves as the Medical Control entity for twenty-two agencies in Texas. Dr. Northeim also serves as the NCTTRAC Medical Director Chairman and is the Medical Director of North Central Texas College's EMT/Paramedic program.

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: April 1, 2025

Subject: Resolution of the City Council of the City of Seguin, Texas authorizing the City Manager to execute an agreement with Data Projections, Inc. regarding a Texas Department of Information Resources cooperative purchasing quote in the amount of \$70,212.93 for the purchase, delivery, and installation of new audio equipment including speakers and amps at the Seguin Coliseum; and declaring an effective date.

Historical Background

In 2024, the audio/video (A/V) system at the Seguin Coliseum received needed major enhancements and improvements to help attract business conferences and other large events that bring needed hotel occupancy tax (HOT) and sales tax to the City of Seguin. Highlights of the work done by Data Projections, Inc. at the Coliseum recently to enhance and improve the A/V system included the following:

- Five new high-end projectors were permanently affixed to the ceiling.
- Two large electric projector screens were mounted at an angle flanking to the right and to the left of the stage area. The current center electric projector screen above the stage was relocated in front of the drapery so that when the screen comes down for video display, it does not interfere with public speakers speaking on the stage. Two additional smaller electric projector screens were placed in the two center breakout rooms located in the back of the Coliseum.
- Six wireless handheld microphones and six lavalier microphones that can be used throughout the Coliseum's main floor and various breakout rooms were purchased and integrated to the A/V system.
- A camera facing the stage was mounted to the ceiling offering public speakers enhanced stage visibility using a camera feed to the electric projector screens. The camera also provides City staff with flexible video broadcasting capabilities to cover City hosted public meetings and events held at the Coliseum.
- Functionality and programming were added for separate A/V in the main area and each of the breakout rooms.
- Removal of the Coliseum's existing main floor large A/V equipment enclosure was replaced with smaller retrofitted inset panels. Some A/V equipment was relocated to the rack in the server room running the entire system with added technology to control A/V and provide wireless screen-sharing capabilities.
- Added the necessary inputs and outputs for optimal control of A/V.
- Miscellaneous wiring and electrical work was completed.

The work completed by Data Projections was a success. As a result of the A/V enhancements and improvements, and other facility improvements including new padded clothed chairs and stage lighting, this all has attracted more facility inquiries and rentals at the Seguin Coliseum.

Action Requested

The addition of new speakers and amps was not included in the original scope of work completed by Data Projections. At the time, it was hoped that the existing speakers and amps could work seamlessly with the new A/V equipment. At times, there has been noticeable disruptions of the audio when in use. Upon further inspection by City Information Technology staff and Data Projections, it was determined that it's best to replace the old speakers and amps with new speakers and amps for better sound quality with no audio disruptions such as skips, pauses, delays, etc.

Procurement Methodology & Funding Source

Funding for the project is coming from a Budget Amendment out of the Coliseum Fund that may be approved by City Council on Second Reading on April 1, 2025. City purchases utilizing the Texas Department of Information Resources (DIR) are in compliance with all State bidding requirements. DIR is a cooperative purchasing service that simplifies procurement for State and Local Governments.

Staff Recommendation

Resolution of the City Council of the City of Seguin, Texas authorizing the City Manager to execute an agreement with Data Projections, Inc. regarding a Texas Department of Information Resources cooperative purchasing quote in the amount of \$70,212.93 for the purchase, delivery, and installation of new audio equipment including speakers and amps at the Seguin Coliseum; and declaring an effective date.

ATTACHMENTS

- Resolution
- Data Projections Proposal

CITY OF SEGUIN

RESOLUTION NO. _____

STATE OF TEXAS

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH DATA PROJECTIONS, INC. REGARDING A TEXAS DEPARTMENT OF INFORMATION RESOURCES COOPERATIVE PURCHASING QUOTE IN THE AMOUNT OF \$70,212.93 FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF NEW AUDIO EQUIPMENT INCLUDING SPEAKERS AND AMPS AT THE SEGUIN COLISEUM; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, authorization would allow Information Technology to oversee the installation of needed upgrades to the A/V system at the Seguin Coliseum; and

WHEREAS, funding for the new speakers and amps has been budgeted from the Coliseum Fund through a Budget Amendment approved on Second Reading on April 1, 2025; and

WHEREAS, the cost of the purchase, delivery, and installation is \$70,212.93, via a statewide procurement contract through Texas Department of Information Resources (DIR); and

WHEREAS, staff recommend authorizing the City Manager to execute an Agreement with Data Projections, Inc. for the above-stated purposes.

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

1. The City Manager is authorized to execute an Agreement with Data Projections, Inc. in the amount of \$70,212.93 for installation of new audio equipment at the Seguin Coliseum.
2. This Resolution shall become effective upon its passage and approval.

PASSED AND APPROVED this 1st day of April 2025.

DONNA DODGEN, MAYOR

ATTEST:

KRISTIN MUELLER, CITY SECRETARY



DATA PROJECTIONS

Coliseum - Audio Improvements - Distributed Audio Option

Quote Number: 25612

Contract Number: DIR CPO-5087

Date: 02/26/2025

Expiry Date: 04/30/2025

Prepared for:

City Of Seguin

Justin Ramirez

Jramirez@Seguintexas.Gov



At the request of the City of Seguin, Data Projections (DPI) is providing this proposal for an upgrade to the existing audio system (amplifiers and speakers) in the Coliseum. This option includes a distributed speaker system in the Assembly Area.

- ASSEMBLY AREA & STAGE - DPI will replace the existing speakers in the Assembly Area, one-for-one, with black JBL Professional high-ceiling pendant speakers. However, we've reduced the Back Stage speaker count from seven (7) to four (4), for a total of twenty-four (24). DPI will replace the existing amplifiers with Crown amplifiers of appropriate wattage and channel count. **DPI has provided optional line items for JBL Professional powered stage monitor speakers which would be in-lieu of, or in addition to, the Back Stage amplifier and speakers.
- WALNUT, MESQUITE, PECAN, & LIVE OAK BREAKOUT ROOMS - DPI will replace the existing ceiling speakers with six (6) JBL Professional 6.5" ceiling speakers per room, for a total of twenty-four (24). NOTE: JBL speakers are sold in pairs. Trim rings will be included to allow for mounting in the existing ceiling tile or opening. DPI will replace the existing amplifiers with a Crown amplifier of appropriate wattage and channel count.
- CYPRESS, HALLWAY, & KITCHEN - DPI will replace the existing ceiling speakers in the Hallway, currently thirteen (13) with nine (9) JBL Professional 6.5" ceiling speakers. In addition, DPI will replace the one (1) existing Kitchen speaker and will add four (4) new JBL Professional 6.5" ceiling speakers, for a total of fourteen (14). Trim rings will be included to allow for mounting in the existing ceiling tile or opening. DPI will replace the existing amplifier with a Crown amplifier of appropriate wattage and channel count. An attenuator will be provided to control volume of the kitchen speaker.
- ENTRY, LOBBY, & REST ROOMS - DPI will replace the existing ceiling speakers, one-for-one, with JBL Professional 6.5" ceiling speakers, for a total of seventeen (17). Trim rings will be included to allow for mounting in the existing ceiling tile or opening and "high humidity" grilles will be included for the five (5) outdoor Entry speakers. DPI will replace the existing amplifier with a Crown amplifier of appropriate wattage and channel count.
- GAZEBO - DPI will replace the two (2) existing surface mount speakers with black JBL Professional surface mount speakers. DPI will replace the existing amplifier with a Crown amplifier of appropriate wattage and channel count.



DATA PROJECTIONS

Data Projections **109**
 3700 W. Sam Houston Pkwy S.
 Ste 525
 Houston, TX 77042
 Tel: 866.CALL.DPI (225.5374)
 www.dataprojections.com

ASSEMBLY AREA / STAGE

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
AUDIO SYSTEM					
DCI4X600-U-USFX	CROWN - DCI 4 600 DRIVECORE ANALOG SERIES 2-CHANNEL 600 WATT POWER AMPLIFIER	1.00	\$3,910.00	\$2,424.20	\$2,424.20
DCI2X300-U-USFX	CROWN - DCI 2 300 DRIVECORE ANALOG SERIES 2-CHANNEL 300 WATT POWER AMPLIFIER	1.00	\$1,600.00	\$992.00	\$992.00
CONTROL 67HC/T	JBL - 6.5" 2-WAY NARROW COVERAGE HIGH-CEILING PENDANT LOUDSPEAKER, BLACK	24.00	\$496.70	\$350.61	\$8,414.64
CONTROL 60PS/T	JBL - 8" PENDANT SUBWOOFER WITH CROSSOVER, BLACK	2.00	\$515.32	\$363.75	\$727.50
ASSEMBLY AREA / STAGE SUBTOTAL:					\$12,558.34

WALNUT / MESQUITE / PECAN / LIVE OAK

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
AUDIO SYSTEM					
DCI4X300-U-USFX	CROWN - DCI 4 300 DRIVECORE ANALOG SERIES 2-CHANNEL 300 WATT POWER AMPLIFIER	1.00	\$2,650.00	\$1,558.82	\$1,558.82
CONTROL 26CT	JBL - 6.5" 2-WAY CEILING LOUDSPEAKER WITH TRANSFORMER	24.00	\$251.08	\$177.24	\$4,253.76
MTC-26TR	JBL - TRIM RING FOR RETROFIT INSTALLATIONS OF CONTROL 26CT, 10-PACK	3.00	\$197.00	\$138.80	\$416.40
WALNUT / MESQUITE / PECAN / LIVE OAK SUBTOTAL:					\$6,228.98

CYPRESS / HALLWAY / KITCHEN

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
AUDIO SYSTEM					
DCI2X300-U-USFX	CROWN - DCI 2 300 DRIVECORE ANALOG SERIES 2-CHANNEL 300 WATT POWER AMPLIFIER	1.00	\$1,600.00	\$992.00	\$992.00
CONTROL 26CT	JBL - 6.5" 2-WAY CEILING LOUDSPEAKER WITH TRANSFORMER	14.00	\$251.08	\$177.24	\$2,481.36
MTC-26TR	JBL - TRIM RING FOR RETROFIT INSTALLATIONS OF CONTROL 26CT, 10-PACK	1.00	\$197.00	\$138.80	\$138.80
CYPRESS / HALLWAY / KITCHEN SUBTOTAL:					\$3,612.16

ENTRY / LOBBY / RESTROOMS

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
AUDIO SYSTEM					
DCI4X300-U-USFX	CROWN - DCI 4 300 DRIVECORE ANALOG SERIES 2-CHANNEL 300 WATT POWER AMPLIFIER	1.00	\$2,650.00	\$1,558.82	\$1,558.82
CONTROL 26CT	JBL - 6.5" 2-WAY CEILING LOUDSPEAKER WITH TRANSFORMER	18.00	\$251.08	\$177.24	\$3,190.32
MTC-26TR	JBL - TRIM RING FOR RETROFIT INSTALLATIONS OF CONTROL 26CT, 10-PACK	2.00	\$197.00	\$138.80	\$277.60
MTC-16WG	JBL - HIGH-HUMIDITY GRILLE FOR CONTROL 26CT SPEAKERS	5.00	\$29.00	\$20.06	\$100.30
ENTRY / LOBBY / RESTROOMS SUBTOTAL:					\$5,127.04

GAZEBO

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
AUDIO SYSTEM					
DCI2X300-U-USFX	CROWN - DCI 2 300 DRIVECORE ANALOG SERIES 2-CHANNEL 300 WATT POWER AMPLIFIER	1.00	\$1,600.00	\$992.00	\$992.00
CONTROL 25AV	JBL - 5.25" 2-WAY INDOOR/OUTDOOR BACKGROUND/FOREGROUND LOUDSPEAKER, BLACK	2.00	\$280.32	\$197.87	\$395.74
GAZEBO SUBTOTAL:					\$1,387.74

OTHER ITEMS

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
OTHER ITEMS					
3309727	UNITED RENTALS - 26' SCISSOR LIFT RENTAL - WEEK	1.00	\$0.00	\$1,020.00	\$1,020.00



DATA PROJECTIONS

Data Projection: **110**
 3700 W. Sam Houston Pkwy S.
 Ste 525
 Houston, TX 77042
 Tel: 866.CALL.DPI (225.5374)
 www.dataprojections.com

MISCELLANEOUS MATERIALS - MISCELLANEOUS MATERIALS 1.00 \$0.00 \$1,790.33 \$1,790.33

OTHER ITEMS SUBTOTAL: \$2,810.33

OTHER ITEMS

Installation Services Details TOTAL PRICE

INSTALLATION LABOR \$19,200.00
 PROJECT MANAGEMENT \$5,760.00
 DESIGN/ENGINEERING \$5,776.00
 PROGRAMMING LABOR \$800.00
 COMMISSIONING LABOR \$600.00

OTHER ITEMS SUBTOTAL: \$32,136.00

SERVICE & MAINTENANCE AGREEMENT

Service Agreement Details TOTAL PRICE

GOLD MAINTENANCE AGREEMENT 1 YR \$2,983.88

SERVICE AGREEMENT SUBTOTAL: \$2,983.88

OPTIONAL ITEMS

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
SRX812P	JBL - 12" 2-WAY POWERED MONITOR SPEAKER	2.00	\$2,083.88	\$1,472.48	\$2,944.96
SRX812P-CVR-DLX	JBL - DELUXE PADDED COVER FOR SRX812P	2.00	\$289.99	\$211.75	\$423.50
OPTIONAL ITEMS SUBTOTAL					\$3,368.46



Coliseum - Audio Improvements - Distributed Audio Option

Prepared by:
Data Projections, Inc.
16120 College Oak Dr, Ste 107
San Antonio, TX 78249
Roxanne Coiner
(210) 464 2877
rcoiner@dataprojections.com

Job Location:
Coliseum
950 S. Austin St.
Seguin, TX 78155
Justin Ramirez
Jramirez@Seguintexas.Gov

Quote Information:
Quote Number: 25612
Date: 02/26/2025
Expiry Date: 04/30/2025
P.O. No:
Contract No: DIR CPO-5087

Quote Summary

DESCRIPTION	AMOUNT
EQUIPMENT & MATERIALS	\$31,724.59
PROFESSIONAL INSTALLATION SERVICES	\$32,136.00
SERVICE & MAINTENANCE AGREEMENT	\$2,983.88
Subtotal:	\$66,844.47
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$66,844.47
<i>Optional Items:</i>	<i>\$3,368.46</i>

Interested in our AVaaS offering or other service options? Contact your sales representative.

✓
\$70,212.93

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

Data Projections, Inc.

SIGNATURE: _____
NAME: Roxanne Coiner
TITLE: Account Executive
DATE: 03/05/2025

City Of Seguin

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____



GENERAL TERMS AND CONDITIONS

Exclusions

The following work is **not included** in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Firewall, ceiling, roof, and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements, and/or repairs.
- All millwork (moldings, trim, cut-outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

This Scope of Work is delivered based on the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone, and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust-free before the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by the Data Projections project manager.
- In-Room(s) where installation is to be completed is to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation timeframe may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems before occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with the completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such before acceptance of this SOW. If notification is made after initial acceptance of this SOW, the Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at the time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- Client is to provide secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple-day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling are to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any troubleshooting, repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational, and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.



- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on touch panel layout/correspondence will be completed by the Customer within two business days

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed before Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email, or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Client walk-through and user acceptance training before project is transitioned to Service department

User Acceptance Training

This is geared specifically towards the end-user/operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas of training include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via a control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Who to contact if help is required.

Change Management Procedure

Any changes to the scope of the project that effect the contractual value of the project must be in writing signed by the Client and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment, or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract.

Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. The recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for the evaluation of its contents.

Returns

The approval of product returns is at the discretion of Data Projections and the specified manufacturer and requires a return authorization number if the request is approved. Products that are defective will be repaired, replaced, or credited in accordance with the manufacturer's warranty. Goods returned for reasons other than warranty or defect must be requested in a timely manner and must be in their original, undamaged, and untarnished condition and must include all original packaging, documentation, and accessories. Restocking fees may apply



to the items being returned. Any custom-ordered products are not eligible to be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer's full warranty from the date of invoice. Data Projections will honor all manufacturer warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of the said system unless superseded by an extended warranty, or Data Projections service agreement. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature, or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director, and employees (Collectively, Client) against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees, and subcontractors (collectively, Data Projections) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months before the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, online job boards or postings, agencies, open houses, or job fairs.

Payment Terms

The total for this proposal/project is presented as a "not to exceed" unless Data Projections and the Client agree to add hardware, software, or functionality not specifically addressed in this Statement of Work/Executive Summary. If the project is delayed due to the client or client's facility not being ready within the agreed upon timeframes, or as a result of backorder delays outside of Data Projection's control, the Client may be requested to issue payment for the hardware as it is physically received.

The payment schedule is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled. Data Projections will assess a surcharge of 2.29% on all credit card transactions to cover our processing costs. The surcharge imposed will not be greater than the direct cost incurred from the processing of credit card payments. Data Projections does not surcharge debit card transactions.

***Data Projections reserves the right to invoice for hardware upfront and to progress bill for all projects as necessary. Progress billing may include charges for hardware upon order placement, hardware received and stored by Data Projections or the client, and for services rendered at the time of billing. This ensures project continuity and alignment with procurement and implementation timelines.**



It's real.

Seguin78155

Memorandum

To: Mayor and City Council Members
Steve Parker, City Manager
From: Melissa Reynolds, P.E., MPA, CFM, City Engineer
Through: Rick Cortes, Deputy City Manager
Subject: Resolution of the City Council of the City of Seguin, Texas authorizing the City Manager to enter into a Professional Service Agreement in the amount of \$85,000 with TRC Engineers, Inc. for the Texas Department of Agriculture 2025-2026 Community Development Fund Project; and declaring an effective date.
Date: April 1, 2025

Historical Background

The City of Seguin was notified in January 2025 by the Texas Department of Agriculture that the City is invited to submit a fully-developed Project Application. TDA's two-phase application process involved Community Applications requesting Community Development Block Grant (CDBG) funding and a Project Application.

The project application will involve three or four potential project areas for TDA's consideration. Projects range from water, drainage, or roadway improvements with a maximum grant funding of \$750,000. TDA offers competitive grant programs to distribute funding to small and rural communities across the state. The projects in the application must benefit primarily low- to moderate income areas.

The City will be responsible for any engineering or construction costs above the grant amount after the City accepts the grant terms, if approved. When the project is complete, the City will accept it for maintenance.

Eight (8) statements of qualifications for Professional Services for Engineering/Architecture/Surveying Services were received on March 13, 2025. Based on scoring criteria provided in the request for qualifications, award of this project to TRC is proposed based on the recommendation by the review panel following the rating process.

Action Requested

The goal of this Professional Services Agreement is to provide engineering services required for the Project Application including map(s) of the service area, project descriptions, and plans to document the national program objective for the Project.

Procurement Methodology & Funding Source

Funding for the professional services has been identified from the SWUR.

Staff Recommendation

Staff recommends that the professional services agreement be executed TRC Engineers, Inc. (TRC) in the amount of \$85,000.



It's real.

ATTACHMENTS

1. 2025.04.01 Resolution TxCDBG Engineering PSA
2. Professional Services Agreement

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN TEXAS,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT IN THE AMOUNT OF \$85,000 WITH TRC ENGINEERS, INC. FOR THE
TEXAS DEPARTMENT OF AGRICULTURE 2025-2026 COMMUNITY DEVELOPMENT
FUND PROJECT; AND DECLARING AN EFFECTIVE DATE**

WHEREAS, in January 2025, the City was notified by the Texas Department of Agriculture that the City was invited to submit a fully-developed Project Application; and

WHEREAS, TDA's two-phase application process involved Community Applications requesting Community Development Block Grant funding and a Project Application; and

WHEREAS, the Project Application requires involvement of professional services; and

WHEREAS, the services to be performed by TRC Engineers, Inc. (TRC) for the Project includes map(s) of the service area, project descriptions, and plans to document the national program objective for the Project in addition to final design and permitting for the project selected; and

WHEREAS, City staff have negotiated a professional services agreement with TRC for the Project; and

WHEREAS, staff recommends entering into a professional services agreement for this Project pursuant to the Agreement with TRC.

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

Section 1. The City Council of the City of Seguin hereby approves a Professional Services Agreement in the amount of \$85,000 with TRC Engineers, Inc. (TRC) for the Texas Department of Agriculture 2025-20026 Community Development Fund Project.

Section 2. The City Manager, Steve Parker, is authorized to execute an agreement with TRC for the Texas Department of Agriculture 2025-20026 Community Development Fund Project.

Section 3. The City Manager is authorized to execute service amendments within contingency as allowed.

Section 4. This resolution is effective on the date of its passing.

Approved and Adopted this 1st Day of April, 2025.

Donna Dodgen, Mayor

Kristin Mueller, City Secretary

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Roadway/Pedestrian/Drainage Improvements Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. American Association of State Highway and Transportation Officials (AASHTO)
 - a. Policy on Geometric Design of Highways and Streets
 - b. Guide for Planning, Design, and Operation of Pedestrian Facilities
 - c. Guide for the Development of Bicycle Facilities
 - d. Highway Safety Manual
- B. International Building Code
- C. Americans with Disabilities Act (ADA) Regulations
 - a. ADA Standards for Accessible Design Standards
- D. National Environmental Policy Act (NEPA)
- E. Federal Emergency Management Administration (FEMA)
- F. United States Army Corps of Engineers Regulations
- G. Texas Accessibility Standards (TAS) of the Architectural Barriers Act
- H. Texas Department of Transportation (TxDOT)
 - a. Texas Manual of Uniform Traffic Control (TMUTCD)
 - b. Standard Specifications for Construction of Highways, Streets, and Bridges
 - c. TxDOT Bridge Design Manual - LRFD
 - d. TxDOT Geotechnical Manual
 - e. TxDOT Roadway Design Manual
 - f. TxDOT Hydraulic Design Manual
- I. City of Seguin
 - a. Design Standards
 - b. Stormwater Criteria Manual
 - c. Road Adequacy and Access Technical Guidance

C. Water Improvements Project Documents. In addition to any other pertinent and necessary Project documents, the following documents in their latest edition shall be used in the development of the Project:

- A. International Building Code
- B. City of Seguin Design Standards
- C. San Antonio Water System (SAWS):

- a. Specifications for Water and Sanitary Sewer Construction
- b. SAWS Material Specifications
- D. Texas Commission on Environmental Quality (TCEQ)
 - a. Chapter 290, Subchapter D – Rules and Regulations for Public Drinking Water
- E. Relevant American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM) International, American Water Works Association (AWWA), and Occupational Safety and Health Administration (OSHA) standards
- F. Texas Department of Transportation (TxDOT)
 - a. Texas Manual of Uniform Traffic Control (TMUTCD)
 - b. Standard Specifications for Construction of Highways, Streets, and Bridges
- G. Additional standards may apply if project limits include FEMA special flood hazard areas.

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

City will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. _____”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization

will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by City and Engineer of all Engineering Services and a fee amount agreed upon by the City and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the City of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the City. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then City shall have the right to terminate this Contract as set forth below in Article 20. So long as the City elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed

on the scope of the Project and has been notified in writing by the City to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

City shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Eighty Five Thousand and no/100 Dollars (\$85,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by City.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to City. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City Project Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the City Engineer.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to City Project Manager in a form acceptable to the Director of Finance for the City. All invoices submitted to the City must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by City based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of receipt. City reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the Director of Finance for the City with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the City receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The City shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the City, to proceed with the applicable Engineering Services. The City shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9

PROJECT TEAM

City's Designated Representative/City Project Manager for purposes of this Contract will be identified at the project kick-off meeting.

City shall have the right, from time to time, to change the City's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by City under this Contract, the City's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the City's Designated Representative on behalf of City shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the City's Designated

Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the City's Designated Representative shall be binding on City; *provided, however*, the City's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. City's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the City Manager or the Seguin City Council, as the policies of the City deem appropriate.

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving City written notice thereof. The City shall have a right to object to any change of Engineer's Designated Representative if the City determines that the newly designated Representative does not have equal or greater qualifications as Engineer's Designated Representative named above. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify City in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10 **PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with the City at the City's discretion. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by City, in order for City to evaluate features of the Engineering Services. At the request of City or Engineer, conferences shall be provided at Engineer's office, the offices of City, or at other locations designated by City. When requested by City, such conferences shall also include evaluation of the Engineering Services. City may, from time to time, require Engineer to appear and provide information to the Seguin City Council.

Should City determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then City shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise City in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and City assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11 **SUSPENSION**

Should City desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by City giving Engineer thirty (30) calendar days' written notification. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from City to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by City, to the effective date of suspension.

If City suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

City assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by City for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12 **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/they have been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify City in writing. In the event City finds that such work does constitute Additional Engineering Services, City shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work

Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. City shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If City deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by City. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by City. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as “Engineering Work Products”) prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer’s designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of the City to be thereafter used in any lawful manner as the City elects. Any such subsequent use made of documents by the City shall be at the City’s sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to the City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs

and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to the City for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to the City.

Upon execution of this Contract, Engineer grants to the City permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that the City shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, the City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

The City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, the City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at the City's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to the City any Engineering Work Products in electronic form or the City providing to Engineer any electronic data for incorporation into the Engineering Work Products, the City and Engineer shall by separate written contract set forth any special limitations not otherwise provided in this Contract governing such Engineering Work Products or electronic data. Any electronic files are provided by Engineer for the convenience of the City, and use of them is at the City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of the City's Designated Representative is incompetent or whose

conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by the City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than the City. Engineer may not change the Project Manager without prior written consent of the City.

ARTICLE 17 **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from the City. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18 **REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by the City under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to the City shall be determined by the City within thirty (30) days of such submittal and the City shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, the City shall notify Engineer and the City's technical review process will begin.

If the submission is not Complete, the City shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to the City. This process shall be repeated until a submission is Complete.

B. Acceptance. The City shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to the City. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the City's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the City. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of the City after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the City shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. City's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE CITY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE CITY, IT BEING UNDERSTOOD THAT THE CITY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19 **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20 **TERMINATION**

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By the City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By the City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should the City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to

termination, the City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should the City terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days, without prior written consent of the City.

If Engineer defaults in the performance of this Contract or if the City terminates this Contract for fault on the part of Engineer, then the City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to the City, the cost to the City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to the City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the City under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then the City may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to the City for any additional and reasonable costs incurred by the City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish the City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. The City is qualified for exemption pursuant to the provisions of Texas Tax Code Section 151.309.

ARTICLE 22

INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE CITY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE CITY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE CITY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE CITY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE CITY'S COST. ENGINEER SHALL ALSO HOLD THE CITY HARMLESS AND INDEMNIFY THE CITY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE CITY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR

SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. The City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to the City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. The City, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where the City, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by the City shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of the City.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by the City in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by the City. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by the City shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish the City with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify the City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the City and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the City to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by the City) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. The City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. The City shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to the City by certified mail to:

Pina Iuffredo
205 N. River Street
Seguin, Texas 78155

With copy to: Mark D. Kennedy
Via email at MKennedy@seguintexas.gov

2. The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by the City, to any such future coverage, or to the City’s Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with the City. Such Certificates of Insurance are evidenced as **Exhibit E** herein entitled “Certificates of Insurance.”

ARTICLE 26 **COPYRIGHTS**

The City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of the City.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto for the scope of work defined herein and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the Director of Finance for the City for verification purposes. Engineer agrees that the City or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that the City shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

City: Steve Parker, City Manager
205 N. River Street
Seguin, Texas 78155

With copy to: Mark Kennedy, City Attorney
205 N. River Street

Seguin, Texas 78155

Engineer: Philip Mullan, P.E., Area Director-Infrastructure
TRC Engineers, Inc.
809 E. Court St., Ste 109
Seguin, Texas 78155

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to the City due to Engineer's negligent failure to perform the City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of the City's additional legal rights or remedies.

B. Force Majeure. Neither the City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Seguin, Guadalupe County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Guadalupe County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the City, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the City a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to the City, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. The City does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that the City, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the City as to whether or not the same are available to the public. It is further understood that the City's officers and employees shall have the right to rely on the advice,

decisions and opinions of the Attorney General, and that the City, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the City by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a “day” or “days” shall mean a calendar day or calendar days.

O. Appropriation of Funds by the City. The City believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that the City’s payment of amounts under this Contract is contingent on the City receiving appropriations or other expenditure authority sufficient to allow the City, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that the City shall have the right to terminate this Contract at the end of any City fiscal year if the Seguin City Council does not appropriate sufficient funds as determined by the City’s budget for the fiscal year in question. The City may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, the City and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Guadalupe County, Texas, or in a location agreeable to the parties. The mediator’s fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the City and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with

a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the City to enter into such litigation to protect the interests of the City.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing the City to enter into this Contract.

IN WITNESS WHEREOF, the City has caused this Contract to be signed in its name by its duly authorized City Manager, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. **NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE SEGUIN CITY COUNCIL.**

(SIGNATURES FOLLOW ON THE NEXT PAGE)

CITY

CITY OF SEGUIN, TEXAS

By: _____
Steve Parker, City Manager

Date: _____, 20 _____

ATTEST: _____
Kristin Mueller
City Secretary

ENGINEER

TRC Engineers, Inc.

By  _____

Printed Name: Philip Mullan

Title: Area Director-Infrastructure

Date: March 24, 20 25

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---------------------------|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Certificates of Insurance |

**EXHIBIT A
DEBARMENT CERTIFICATION**

STATE OF TEXAS

§
§
§

COUNTY OF GUADALUPE

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and
- (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

TRC Engineers, Inc.

Name of Firm



Signature of Certifying Official

Philip Mullan

Printed Name of Certifying Official

Area Director - Infrastructure

Title of Certifying Official

3-24, 2025

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Philip Mullan
the Area Director of TRC Engineers, on behalf of
said firm.

Marla Levy

Notary Public in and for the
State of Texas

My commission expires: 11-14-2028

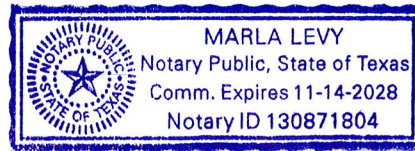


Exhibit "B"

ENGINEERING SERVICES

The Firm shall render the following professional services necessary for the development of the project:

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Prepare project maps for four potential projects that show the boundaries of the applicant's jurisdiction, the location(s) of the benefit areas, and the location(s) of all proposed project activities such as sewer/water lines, storm drains, street pavement, etc.
3. Prepare estimate of project costs for four potential projects.
4. Once a single project is selected, determine necessity for acquisition of any additional real property/easements/rights-of-way (ROWs) for the TxCDBG project, and if applicable, furnish to the City:
 - a) Name and address of property owners
 - b) Legal description of parcels to be acquired
 - c) Map showing entire tract with designation of part to be acquired.
5. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
6. Prepare railroad/highway permits.
7. Make periodic visits no less than every 30 days during the construction period to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
10. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
11. Tabulate, analyze, and review bids for completeness and accuracy.

12. Conduct pre-construction conference and prepare minutes.
13. Issue Notice to Proceed to construction contractor.
14. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
15. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
16. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
17. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by the City and the Firm and submit to TDA for approval prior to execution with the construction contractor.
18. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
19. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
20. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
21. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by TDA, unless State or local law provides otherwise.
22. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
23. Conduct interim/final inspections.
24. Revise contract drawings to show the work as actually constructed and furnish the City with a set of "record drawings" plans.
25. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD),

which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.
2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be affected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)

- c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5).
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
 9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDA, Texas Comptroller of Public Accounts, Comptroller General of the United States, U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
 10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from the City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this

provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.

4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Contract for Engineering Services, being dated _____, 20____ and entered into by and between the City of Seguin, a Texas home rule municipality, (the "City") and _____ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. The City believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that the City's payment of amounts under this Work Authorization is contingent on the City receiving appropriations or other expenditure authority sufficient to allow the City, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that the City shall have the right to terminate this Contract at the end of any City fiscal year if the Seguin City Council does not appropriate sufficient funds as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

ENGINEER:

[Insert Company Name HERE]

By: _____
Signature

Printed Name

Title

CITY:

City of Seguin, Texas

By: _____
Signature

Printed Name

Title

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the City receives Engineer’s written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, the City will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit “D” RATE SCHEDULE

Exhibit “D” will only apply to supplemental engineering services that extend beyond the original scope of Work outlined in this agreement.

A. RECORDS

Accurate and daily records of all labor, equipment, and materials furnished by TRC Engineers, Inc. on a project will be kept. Daily records will be summarized on a weekly and/or monthly basis and submitted for review upon customer’s written request.

B. WAGE RATES

3.24 times salary cost

C. REIMBURSABLE EXPENSES

- Project Expenses – will be invoiced at a 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses and field expendables).
- Customer Requested Expenses - outside services such as, but not limited to outside reprographic services, materials, and equipment will be invoiced at cost plus 10%.
- Mileage - Travel from portal to portal or between locations will be charged at 65.5 cents per mile.
- Per Diem Expenses - Hotels and Meals will be charged per US government specification see www.perdiemrates.html.
- Travel Expense - Airfare, car rental, taxi, parking and tolls will be invoiced at Cost +10%.

D. SUBCONTRACTS

An administrative fee of 10% will be added to the invoice cost of subcontracts administered by TRC Engineers, Inc.

E. TERMS

Customer will make payment to Contractor within thirty (30) days after receipt of invoice and are subject to TRC Engineers, Inc. standard general terms and conditions.

The above rates are subject to periodic adjustments based on market conditions.

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C. No. Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com		FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE		
INSURED TRC Environmental Corporation TRC Companies, Inc. 505 East Huntland Drive, Suite 250 Austin TX 78752-0000	TRCCOMP	INSURER A : National Union Fire Ins Co of Pittsburg	NAIC # 19445
		INSURER B : New Hampshire Insurance Company	23841
		INSURER C : AIU Insurance Company	19399
		INSURER D : Steadfast Insurance Company	26387
		INSURER E : Allied World Assurance Co (U.S.) Inc.	19489
		INSURER F : Gotham Insurance Company	25569

COVERAGES

CERTIFICATE NUMBER: 873700879

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5341999	4/1/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4773667 (AOS) CA4773668 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127873 EX202400003211	4/1/2024 4/1/2024	4/1/2025 4/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Each Occur./Aggregate \$ \$4M/\$4M
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC022298274 (AOS) WC022298275 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability incl. Pollution Liability			PEC019684308	4/1/2024	4/1/2025	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Seguin is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Seguin
 205 North River Street
 Seguin TX 78156-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

STATE OF TEXAS

RESOLUTION AUTHORIZING THE PURCHASE OF TWO VEHICLES FOR THE WATER UTILITIES DEPARTMENT REPLACEMENT OF UNIT 504 IN THE AMOUNT OF \$76,686.00 & UNIT 518 IN THE AMOUNT OF \$76,686.00; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City’s FY2025 Water Utilities Capital Project Fund was earmarked to provide funding for the purchase of items such as the ones being requested under this Resolution; and

WHEREAS, the Parks and Recreation would like to replace two 2015 utility trucks that have accrued high mileage and have been identified for replacement; and

WHEREAS, City staff found two 2025 Ford F-250 crew cab work trucks through BuyBoard, a cooperative purchasing program whose contracts may be utilized by participating local governments while remaining in compliance with procurement laws; and

WHEREAS, City staff recommends approval of the purchase of two 2025 Ford F-250 crew cab work trucks, utilizing it BuyBoard contract, in the amount of \$76,686.00 each.

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

Part 1. The Water/Wastewater Utilities Department is approved for the purchase of two 2025 Ford F-250 crew cab work trucks from Rockdale Ford, utilizing a BuyBoard contract, in the amount of \$76,686.00 each.

Part 2. This Resolution is effective from and after the date of its passing.

PASSED AND APPROVED this 1st day of April 2025.

DONNA DODGEN, MAYOR

ATTEST:

Kristin Mueller
City Secretary



GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN GUNN NISSAN of DENTON
750 NE LOOP 410 5650 S Interstate 35 E
San Antonio, TX 78209 Corinth, TX 76210
Phone: (210) 496-0806 Phone: (940) 270-9000

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 02/20/2025
Buyer's Name Quote Quote 4
Co-Buyer's Name _____
Business Name _____
Address _____
City & State _____ Zip _____
Home Phone _____ Bus. Phone _____
Cell Phone _____ E-Mail _____
Est. Delivery Date _____ Customer # _____
SalesPerson 1 David Espinoza SalesPerson 1 ID # 714
SalesPerson 2 _____ SalesPerson 2 ID # _____

Stock # GC250691 Vin # 1GTUUAED8SZ201246
Year 2025 Make GMC
Model Sierra 1500 Model Trim Pro
Miles 2 Color Summit White
M.S.R.P. \$56,295.00 Discount \$5,360.00 O.S.P. _____

Dealer Installed Accessories *

- | | |
|-----------------------------------|------------|
| 1. Buy Board Fee- | \$400.00 |
| 2. RKI LoPro | \$1,350.00 |
| 3. Strobe lights-Amber/Blue Front | \$1,000.00 |
| 4. Strobe Lights Amber/Blue Rear | \$0.00 |
| 5. Headache Rack | \$850.00 |
| 6. Running Boards 4" | \$500.00 |
| 7. Buy Board # 724-23 | |

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Selling Price	\$50,935.00
Plus Owed Accessories	\$4,100.00
Selling Price w/ Accessories	\$55,035.00
Sales Services Fee	
Trade-In Appraised Value	\$0.00
Factory Rebate(s), if any	
Sub-Total	\$55,035.00
State Motor Vehicle Sales Tax	\$0.00
Dealer's Inventory Tax	\$0.00
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	\$21.50
Balance Due on Trade-In	\$0.00
Documentary Fee	\$0.00
Total	\$55,056.50
Deposit Receipt #	
Cash Down Receipt #	\$0.00
Amount to Finance	\$55,056.50

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 02/20/2025

Buyer's / Co-Buyer's Signature: _____ Accepted _____

CITY OF SEGUIN



It's real.

To: City Council
From: Steven Purchase Fleet Manager, Fleet Services.
On behalf of the Water Utilities Department
Date: April 1, 2025
Subject: Resolution authorizing Purchase of two vehicles for the Water Utilities Department replacement of unit 504 in the amount of \$76,686 & unit 518 in the amount of \$76,686

Historical Background

Currently, Water Utilities is requesting to replace unit 504. This is a 2015 Ford F250 single cab 3/4 ton utility truck with a current odometer of 130,969 miles, that has surpassed its expected useful life of approximately 7 years. The department requires a 3/4 ton crew cab four-wheel drive truck upfitted with a utility toolbox bed, advance work warning lighting, and running boards. Utilizing the city's various vendors, we acquired a Buy Board participants quote for a vehicle matching our specification from Rockdale Ford for a 2025 Ford F-250 crew cab 4X4 work truck package and utility tool box bed, In the amount of \$76,686.00.(quote reflects all upfitting requirements) This unit is like other vehicles currently in the fleet and would service the department and the city well for its useful service life.

Water Utilities is also requesting to replace unit 518. This is a 2015 Ford F250 single cab 3/4 ton utility truck with a current odometer of 127,301 miles, that has surpassed its expected useful life of approximately 7 years. The department requires a 3/4 ton crew cab four-wheel drive truck upfitted with a utility toolbox bed, advance work warning lighting, and running boards. Utilizing the city's various vendors, we acquired a Buy Board participants quote for a vehicle matching our specification from Rockdale Ford for a 2025 Ford F-250 crew cab 4x4 work truck package and utility tool box bed, In the amount of \$76,686.00.(quote reflects all upfitting requirements) This unit is like other vehicles currently in the fleet and would service the department and the city well for its useful service life.

(Attached quote reflects total cost for both replacement units)

Action Requested

Seeking approval by the city's council for the purchase of two vehicles for the Water Utilities Department

Procurement Methodology & Funding Source

Funding for this project has been secured in 2025 Water Utilities Capital Project Funds

Staff Recommendation

Staff recommend the agreement be executed with Project number WWW25TWOCREW CAB.

ATTACHMENTS

1. Rockdale Country Ford Buy Board quote for two 2025 F250 Crew Cab trucks including upfitting

CALDWELL COUNTRY CHEVROLET
800 HWY. 21 E. CALDWELL, TEXAS 77836

Customer: City of Seguin
 Contact: Steven Purchase
 Phone: 830.401.2418
 Email: spurchase@seguintexas.gov

Sales Rep: Jake Schobinger
 Quote#: JS-2725-3
 Date: 2/7/2025
Jake@USAAutomotivePartners.com

Contract: **BuyBoard 724-23**
 Product Description: **Chevrolet Silverado 3500HD Chassis**
 A. Bid Series: **18**

Base Price: \$ 43,920.00

B. Published Options:

Code	Options	Bid Price	Code	Options	Bid Price
2025 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck			PCV	WT Convenience Package	INCL
			AKO	Glass, Deep Tinted	INCL
1WT	Work Truck Equipment Group	INCL	C49	Rear Window Defogger	INCL
L5P	Engine, Duramax 6.6L Diesel	INCL	NZZ	Skid Plates	INCL
MGM	Transmission, Allison 10 Speed Auto	INCL	5N5	Rear Camera Kit	INCL
MKM	Transmission, 10 Speed Automatic	INCL		Remote Keyless Entry	INCL
AZ3	Seats, Front 40/20/40 Split Bench	INCL		Cruise Control	INCL
H2G	Jet Black, Vinyl Seat Trim	INCL		Power Windows	INCL
GT4	Rear Axle, 3.73 Ratio	INCL		Power Door Locks	INCL
PYW	Wheels, 17" Painted Steel	INCL		Vinyl Flooring	INCL
QZT	Tires, LT235/80R17E All Terrain	INCL			
Published Options Total:				\$	20,355.00

Disclaimer:

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEDGE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)

Order Summary:

Exterior Color: White
 Delivery ETA: Q2/Q3 2025
 Notes: 2025MY Factory Order

C.	Upfitter: Knapheide Quote: QU-62-915504-1	\$ 7,284.00
D.	Floor Plan Interest (For in-stock and/or Equipped Vehicles)	\$ -
F.	Lot Insurance (for in-stock and/or equipped vehicles):	\$ -
G.	Delivery Charge: <input type="text"/> Miles	\$ -
H.	Subtotal:	\$ 71,559.00
I.	Quantity: <input type="text" value="1"/>	\$ 71,559.00
J.	Trade In:	\$ -
K.	BuyBoard Fee (Per Purchase Order):	\$ 400.00
L.	Total:	\$ 71,959.00



Seller: Knapheide Truck Equipment Center Austin
 16201 S IH 35
 BUDA, TX 78610-9799
 www.knapheide.com

QU
 QU

Contact(s): Ashlee Fuentes
 afuentes@knapheide.com

Ashlee Fuentes (Inside Sales)
 afuentes@knapheide.com
 7379996024

Patrick Masters (C
 pmasters29@knap
 2813818699

Customer: Caldwell Country Ford

ID: 207473
Address: PO BOX 72
 ROCKDALE, TX 76567-0072

Phone: 5124467377
Contact: Jake Schobinger

Terms: NET 30 D
Bid Spec:

End Customer: City Of Seguin

Description: PGTB-96 DRW

Quote Information:

Customer Request Date:
Quote Completed Date: 02/05/2025
of Units: 1

Delivery Information:

Total Price Includes F.O.B.:
Ship Via:
Ship To: Caldwell Country Ford
 PO BOX 72
 ROCKDALE, TX 76567-0072

Item	Description
PACKAGE	PGTB-96 STEEL GOOSENECK, OEM BACK UP CAMERA, QC AND WEIGHT
PACKAGE	(2) AMBER/BLUE STROBE LIGHTS MOUNTED TO FRONT OF GRILL
PACKAGE	(2) AMBER/BLUE STROBE LIGHTS MOUNTED TO REAR OF BUMPER
PACKAGE	MUDFLAPS
PACKAGE	HITCH

Total does not include any applicable taxes or transportation charges unless specifically noted herein:

The following option(s) may be added:

Item	Description
PACKAGE	FULL LENGTH BLACK RUNNING BOARDS

Customer PO	Total

Additional Notes: INSTALL ON A FORD F-350 4X4 CREW DRW INSTALL PGTB-96 INSTALL (2) AMBER/BLUE STROBE LIGHTS MOUNTED TO FRONT GRILL INSTALL (2) AMBER/BLUE STROBE LIGHTS MOUNTED TO REAR BUMPER OPTION: RUNNING BOARDS

Credit Card Policy: We do not accept credit cards for payment of any order in excess of \$3,000.00. For other orders, we do accept Express, Visa and Discover cards for payment.

Cancellation Policy: Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/pr Seller) and upon cancellation of installation

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at t terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charge invoices that are 60 days or more past due.

Quote 915504-1



Product has been ordered by

the time of order. Payment
terms at 1.5% per month on all

Page 1/2

Quote 915504-1



e. Pricing quoted applies to chassis make/model originally provided applicable state, local and federal excise taxes. Applicable taxes will session of the vehicle for this order within 90 days of quote materials, labor, and shop supplies.

Knapheide Truck Equipment Center Austin terms and

	Title	Date
	Location	

apheide

E.

Page 2/2

MEMORANDUM

To: City of Seguin Mayor, Council Members, and City Manager
From: Pamela Centeno, Director of Planning & Codes
Through: Rick Cortes, Deputy City Manager
Subject: **ZC 02-25 (805 N. Olive St.- Prop ID 16480), Zoning Change from R-1 to DP-2**
Date: March 24, 2025

Background

The City of Seguin received a zoning change request for a vacant property located at 805 N. Olive Street. The property, which is approximately 0.28 acres, is undeveloped. The property owners have requested to rezone the property to Duplex High Density (DP-2). Staff evaluated the zoning request based on the criteria adopted in the Unified Development Code (UDC) as follows:

- The property is located within the Traditional Residential district of the Future Land Use Plan, which encourages the integration of different housing types and supports duplex zoning.
- The property is located in a low-density residential area. The majority of the lots in the neighborhood are single-family residential, but there are some existing non-conforming residential uses with higher density as well as several other properties that are zoned for duplexes.
- The DP-2 zoning district allows one duplex per lot. The lot is not large enough to subdivide and would therefore be limited to the construction of one duplex if the zoning change is approved.
- The property has frontage along and would take access from Olive Street.

Action Requested

Staff is requesting action on the property owner’s request to rezone the subject property to Duplex (DP-2).

Recommendation

Staff presented the zoning change request to the Planning and Zoning Commission on March 11, 2025. Several comment response forms in opposition of the zoning change were received by staff (see attached.) Following a public hearing the Commission voted 7-1-0 to recommend approval of the zoning change request to DP-2.

Attachments

- Final Report of the Planning & Zoning Commission
- ZC 02-25 Staff Report
- Map Exhibits of the Subject Property
- Citizen Comment Response Forms
- Draft Ordinance

CITY OF SEGUIN

ORDINANCE NO. _____

COUNTY OF GUADALUPE

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
NUMBER 884 OF THE CITY OF SEGUIN, TEXAS,
TO REASSIGN ZONING FOR PROPERTY CURRENTLY ZONED SINGLE FAMILY
RESIDENTIAL LOCATED AT 805 N. OLIVE STREET, PROPERTY ID 16480 MORE
FULLY DESCRIBED IN EXHIBIT A ATTACHED,**

(ZC 02-25)

WHEREAS, the property located at 805 N. Olive Street, more fully described in Exhibit A attached hereto and incorporated herein for all purposes (hereinafter "Property") is currently zoned Single Family Residential (R-1) and

WHEREAS, the City of Seguin has determined that the designation of said property from Single Family Residential (R-1) to Duplex High Density 2 (DP-2) meets the criteria for zoning map amendments in 2.4.4 of the City's Unified Development Code; and

WHEREAS, the Planning and Zoning Commission of the City of Seguin has previously considered the request following notification to surrounding property owners and a public hearing as required by law; and

WHEREAS, the Planning and Zoning Commission has recommended that the application for change of designation to Duplex High Density 2 (DP-2) be approved; and

WHEREAS, the City Council has received the report of the Planning and Zoning Commission and conducted a public hearing thereon as required by law; and

WHEREAS, the City Council has considered the report of the Planning and Zoning Commission and the evidence and testimony of the property owners and surrounding property owners;

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

1. Ordinance Number 884 is hereby amended by changing the zoning designation for said property from Single Family Residential (R-1) to Duplex High Density 2 (DP-2) and
2. The Planning and Zoning Director of the City of Seguin is hereby directed to reflect the herein described changes on the zoning map of the City.

PASSED AND APPROVED on the first reading this 1st day of April 2025.

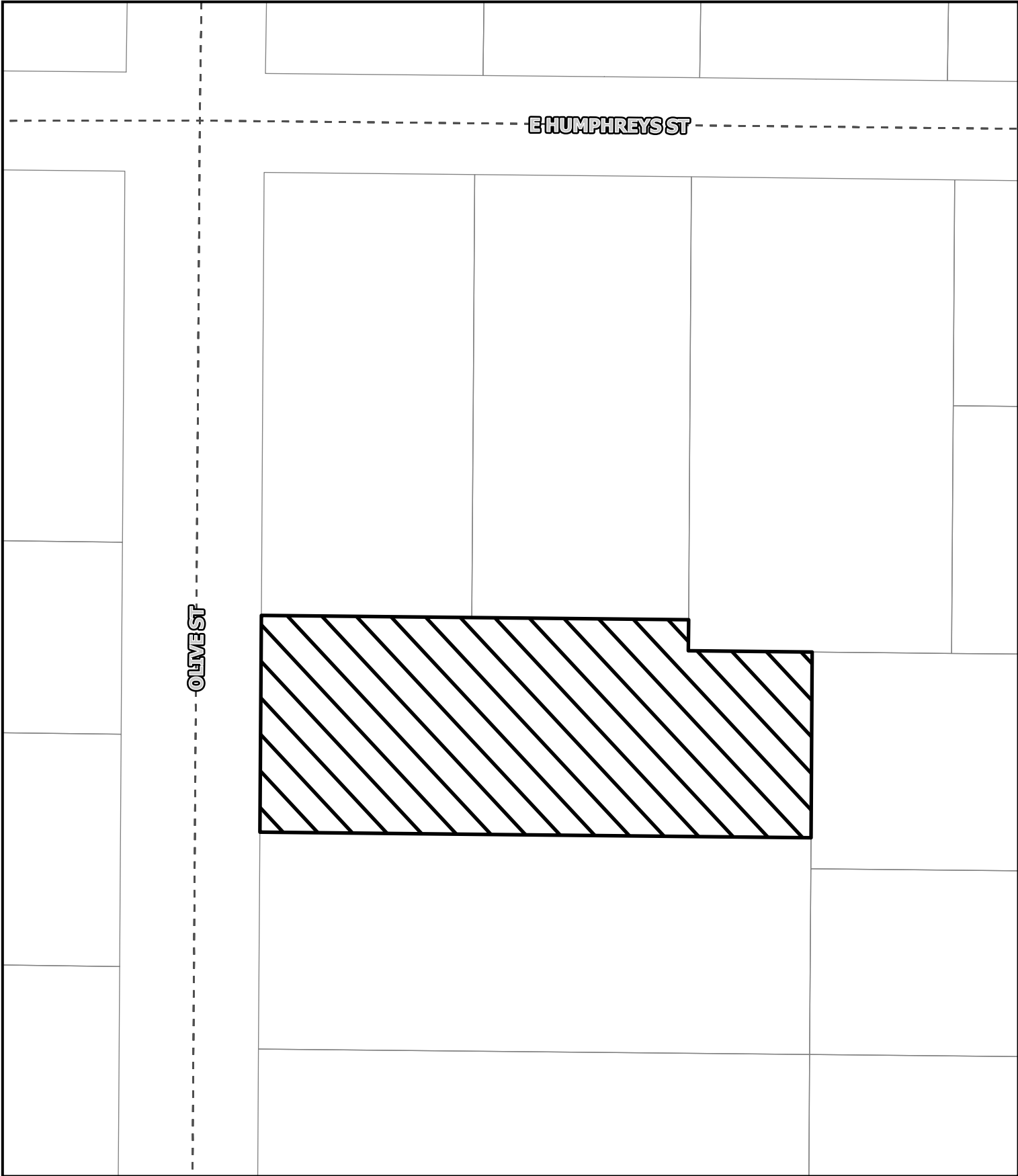
PASSED AND APPROVED on the second reading this 15th day of April 2025.

ATTEST:

Donna Dodgen, Mayor

Kristin Mueller, City Secretary

EXHIBIT A

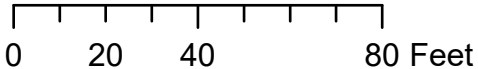


ZC 02-25 805 N. Olive St.

This map is for information purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The City of Seguin assumes no liability for errors on this map or use of this information.



Site





SEGUIN
TEXAS

PLANNING & CODES

Planning and Zoning Commission Report

ZC 02-25

A request for Zoning Change 02-25 from Single Family Residential (R-1) to Duplex High Density (DP-2) for property located at 805 N. Olive Street, was considered during a public hearing at the Public Planning & Zoning Commission meeting on March 11, 2025.

Melissa Zwicke presented the staff report. She stated the property is currently Single Family Residential. The applicant is proposing to rezone the lot to Duplex High Density (DP-2). With the approval of the zone change, the applicant would like to construct a duplex. The property is lot 21 in Blumberg Subdivision, platted in 1912. The lot has its original zoning from 1989.

Ms. Zwicke added that the lot is in an established neighborhood, with most of the properties being zoned Single Family Residential. Ms. Zwicke also remarked that there are at least 6 existing non-conforming duplexes in the area as well as four other properties zoned DP-1.

Ms. Zwicke noted that the property does meet the criteria for a zone change request. The future land use plan puts much of the area in the Traditional Residential District of the FLUP. Traditional Residential zoning is supportive of a range of housing types and densities, including duplexes. The property is compatible and follows a logical and orderly pattern, given the other non-conforming and conforming duplexes in the area. There are no adverse impacts, public health, or safety concerns identified for the property.

Ms. Zwicke stated that according to the UDC Section 3.6.2 Standards, the standard lot requirements for DP-2 zoning requires there be a minimum lot area of 6,750 square feet, minimum lot frontage of 60 feet, and a minimum lot depth of 90 feet. The property located at 805 N. Olive St. meets the standard requirements with a lot area of 12,061 square feet, lot frontage of 70 feet, and a lot depth of 178 feet.

Ms. Zwicke explained the lot frontage of 70 feet restricts the number of units that can be placed on the property to two units, which is one duplex. The off-street parking requirements are two parking spaces for each dwelling. Therefore, four parking spaces will be required for one duplex.

Staff received 5 letters of opposition to the request. All the letters stated that they did not feel duplex zoning is compatible with the area. They are concerned that property owners of other vacant lots in the area may consider duplex zoning as well. They also felt that the integrity of the roads and drainage could be compromised. Ms. Zwicke verified that duplex zoning is compatible with the current surrounding land and uses as well as the FLUP. The traffic generated from DP-2 zoning will not have a significant impact on the street, nor will the drainage. DP-2 standards allow for a maximum of 60% impervious cover, which is the same allowable amount for Single Family Residential.

The Commission asked about the facade of the duplex and if it was in the Historical district. The Commission also asked how many vacant lots are in the area.

The regular meeting recessed, and a public hearing was held. The property owners, Paul and Rachel Reese, were present. They stated that they would like to build a duplex to live in and possibly rent the other unit or keep it open for visiting family.

Property owner Henry Deangelis, who resides at 922 E. Humphreys St. spoke on the zoning change. He stated he opposes the request because he feels a duplex or rental would not be compatible with the area. Resident Kenny Smith, who will soon be residing at 766 N. Olive St., spoke on the zoning change request as well. He opposes the request because he also feels that a duplex would not be compatible with the area.

There being no additional responses from the public, the regular meeting reconvened for action.

After consideration of the staff report and all information given regarding Zoning Change (ZC 02-25), Commissioner Pedigo moved that the Planning and Zoning Commission recommend approval of the zoning change from Single Family Residential (R-1) to Duplex High Density (DP-2) for the property located at 805 N. Olive Street. Commissioner Hernandez seconded the motion. The following vote was recorded:

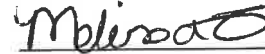
RECOMMENDATION TO APPROVE THE ZONING CHANGE TO DUPLEX HIGH DENSITY (DP-2)

MOTION PASSED

7-1-0



Francis Serna, Planning Assistant



ATTEST: Melissa Zwicke, Planner



PLANNING & CODES

ZC 02-25 Staff Report
805 Olive St.

Zoning Change from R-1 to DP-2

Applicant:

Paul & Rachel Reese
1002 Alderwood Way
Niceville, FL 32578

Property Owner:

Paul & Rachel Reese

Property Address/Location:

805 Olive St. Seguin, TX
78155

Legal Description:

LOT: 21 BLK: 414 ADDN: W J
BLUMBERG SUB
Property ID: 16480

Lot Size/Project Area:

.28 acres

Future Land Use Plan:

Traditional Residential

Notifications:

Mailed: February 27, 2025
Newspaper: February 23,
2025

Comments Received:

None

Staff Review:

Melissa Zwicke
Planner

Attachments:

- Location Map
- Existing Zoning Map
- Future Land Use Plan Map

REQUEST:

A Zoning Change request from Single-Family Residential (R-1) to Duplex High Density (DP-2).

ZONING AND LAND USE:

	Zoning	Land Use
Subject Property	R-1	Vacant lot
N of Property	R-1	Single Family Residential
S of Property	R-1	Single Family Residential
E of Property	R-1	Single Family Residential
W of Property	R-1	Single Family Residential

SUMMARY OF STAFF ANALYSIS:

805 Olive St. is currently zoned Single-Family Residential (R-1). The applicant is proposing to rezone this lot to Duplex High Density (DP-2) to allow for the construction of a duplex on the lot. The proposed duplex zoning is consistent with the Future Land Use Plan.

CRITERIA FOR ZONING CHANGE:

Consistency with the future land use plan- Traditional Residential is supportive of duplex zoning. Along with single family residences, the Traditional Residential classification of the FLUP encourages the integration of different housing types to allow for individuality within the guidelines of the regulations.

Compatible with existing and permitted uses of surrounding property – This is an area of low residential density. Though DP-2 zoning is higher density than Single Family, it would still retain the traditional neighborhood feel of the area because the available lot frontage will limit this property to two units (1 duplex).

Adverse impact on surrounding properties or natural environment – None identified

Proposed zoning follows a logical and orderly pattern – There is one existing non-conforming multi-family structure in the neighborhood and 3 other properties zoned DP-1 in the area.

Other factors that impact public health, safety, or welfare – None identified

PLANNING DEPARTMENT ANALYSIS

SITE DESCRIPTION

This property is lot 21 of Blumberg Subdivision, platted in 1912. This lot has its original zoning designation from 1989.

CODE REQUIREMENTS:

The applicant is proposing to place a duplex on this lot. Standard lot requirements for DP-2 zoning require there be a lot area of at least 6,750 SF, with a minimum lot frontage of 60' and minimum lot depth of 90'. This property meets the standard lot requirements with a lot area of 12,061 SF., lot frontage of 70' and lot depth of 178'.

COMPATIBILITY WITH SURROUNDING LAND USE & ZONING:

This lot is located on Olive St. This is an existing neighborhood, Blumberg Subdivision. Most properties are zoned R-1, however, there are some non-conforming residential uses in the area, as well as several properties zoned DP-1 (duplex low density).

HEALTH, SAFETY, AND GENERAL WELFARE: (Protection & preservation of historical, cultural, and environmental areas.)

No health, safety and general welfare issues have been identified.

COMPREHENSIVE PLAN (The Future Land Use Plan):

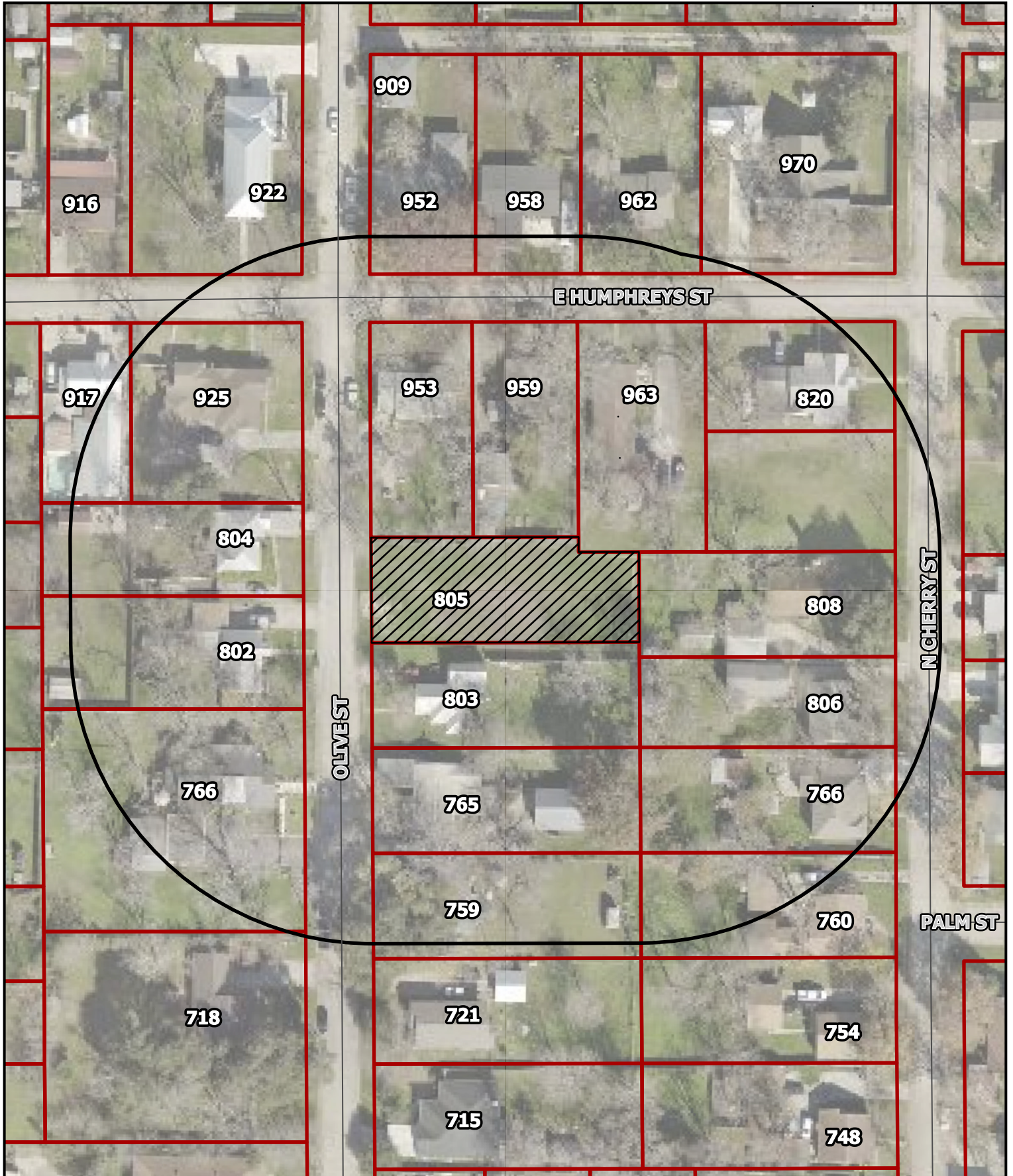
The property is in the Traditional Residential district of the City's future Land Use Plan. Development within Traditional Residential areas should consist of low- to medium density residential homes facing local streets. Housing within this designation can consist of a range of housing types and densities, including detached single-family homes and duplexes.

TRAFFIC (STREET FRONTAGE & ACCESS):

The lot has 70' of frontage on Olive Street, a city right-of-way. The lot frontage restricts the number of units that can be placed on the property to two units, which is one duplex. The off-street parking requirement is two parking spaces for each dwelling, therefore, four parking spaces will be required for one duplex.

LOCATION MAP

ZC 02-25 805 N. Olive St.



This map is for information purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The City of Seguin assumes no liability for errors on this map or use of this information.



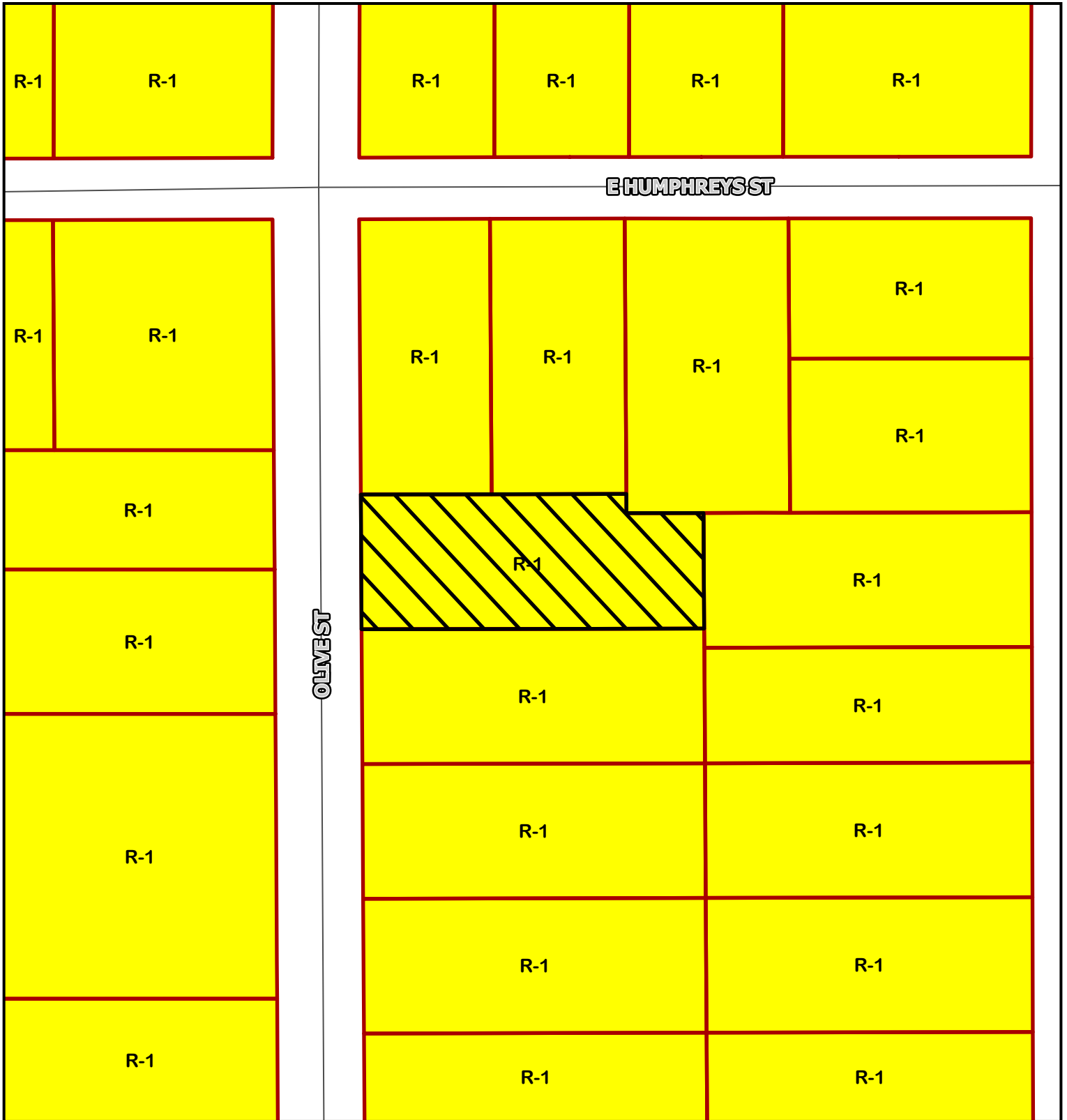
 Site Location

1 inch = 85 feet

Printed: 2/19/2025

ZONING MAP

ZC 02-25 805 N. Olive St.



- | | | | | |
|----------------------|--------------------------|--------------------------|-----------------------------|------------------------------|
| Agricultural - Ranch | Light Industrial | Manufactured Home Park | Single Family Residential 1 | Zero Lot Lines |
| Commercial | Manufactured-Residential | Neighborhood Commercial | Single Family Residential 2 | Corridor Overlay Districts |
| Duplex 1 | MultiFamily 1 | None | Rural Residential | Downtown Historical District |
| Duplex 2 | MultiFamily 2 | Public | ROW | |
| Industrial | MultiFamily 3 | Planned Unit Development | Suburban Residential | |

This map is for information purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The City of Seguin assumes no liability for errors on this map or use of this information.



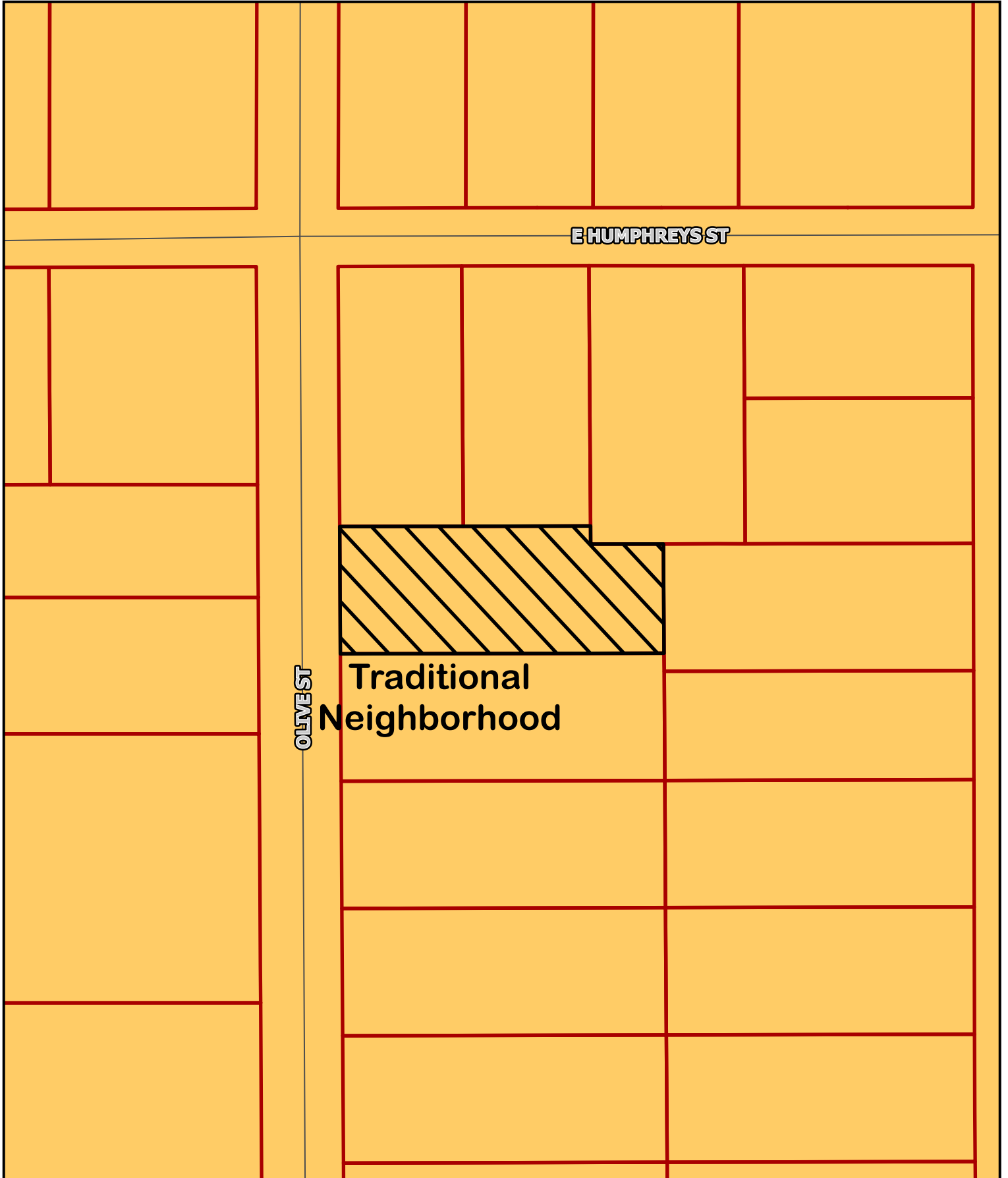
Site Location



Parcel

1 inch = 70 feet

Printed: 2/19/2025



This map is for information purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The City of Seguin assumes no liability for errors on this map or use of this information.



Site Location



Parcel

1 inch = 70 feet

Printed: 2/19/2025

To be on record, this form may be filled out and mailed to the Planning and Zoning Department, City of Seguin, P. O. Box 591, Seguin, Texas 78156.

Please be advised that under the Open Records Act, Public Information is Available to All Members of the Public. Section 552.023 of the Government Code provides that a governmental body may not deny access to information to the person, or the person's representative, to whom the information relates. Public information includes correspondence, comments relevant to public issues and other information received from the public regardless of the medium in which it is received, collected or retained.

REPLY

**805 Olive St.
Property ID 16480
(ZC 02-25)**



Name: Douglas Bode

Mailing Address: _____

Phone No.: _____

Physical Address of property (if different from the mailing):

802, 803, + 804 Olive St

If "In Favor" or "Opposed" please explain why in space allotted below:

In Favor

Opposed

Reasons and/or comments As I have 3 properties
directly nex to this one, it will affect
My renters more than most

To be on record, this form may be filled out and mailed to the Planning and Zoning Department, City of Seguin, P. O. Box 591, Seguin, Texas 78156.

Please be advised that under the Open Records Act, Public Information is Available to All Members of the Public. Section 552.023 of the Government Code provides that a governmental body may not deny access to information to the person, or the person's representative, to whom the information relates. Public information includes correspondence, comments relevant to public issues and other information received from the public regardless of the medium in which it is received, collected or retained.

REPLY

805 Olive St.
Property ID 16480
(ZC 02-25)

Name: Robert + Patsy Moore

Mailing Address: _____

Phone No.: _____

Physical Address of property (if different from the mailing):

If "In Favor" or "Opposed" please explain why in space allotted below:

In Favor

Opposed



Reasons and/or comments We moved to this area because it is the historic part of Seguin with charming older homes. We feel that the proposed duplexes would not fit in. Also, this could put the vacant lot on N. Cherry open to the same sort of development. Also, the road and drainage structure is not sufficient for multiple living areas to be added.

To be on record, this form may be filled out and mailed to the Planning and Zoning Department, City of Seguin, P. O. Box 591, Seguin, Texas 78156.

Please be advised that under the Open Records Act, Public Information is Available to All Members of the Public. Section 552.023 of the Government Code provides that a governmental body may not deny access to information to the person, or the person's representative, to whom the information relates. Public information includes correspondence, comments relevant to public issues and other information received from the public regardless of the medium in which it is received, collected or retained.

REPLY

805 Olive St.
Property ID 16480
(ZC 02-25)



Name: Terry + Suellen Schnathorst

Mailing Address: _____

Phone No.: _____

Physical Address of property (if different from the mailing):

If "In Favor" or "Opposed" please explain why in space allotted below:

In Favor

Opposed

Reasons and/or comments Lower property values.
There are already 2 duplexes next to
our property - 1 in need of repair. These
duplexes ^{can} bring undesirable tenants - we've had
drug dealers, loud tenants that fight, etc.,

MEMORANDUM

To: City of Seguin Mayor, Council Members, and City Manager
From: Pamela Centeno, Director of Planning & Codes
Through: Rick Cortes, Deputy City Manager
Subject: **ZC 04-25 (905 W. Court St.- Prop ID 46106), Zoning Change from R-1 and C to NC**
Date: March 24, 2025

Background

The City of Seguin received a zoning change request for the property located at 905 W. Court Street. The property, which is approximately 1.42 acres, is the site of an existing single-family residential home. The property has split zoning, with Commercial along the Court Street frontage and Single-Family Residential on the southernmost portion of the property that fronts Short Avenue. The property owner has requested to rezone the property to Neighborhood Commercial. Staff evaluated the zoning request based on the criteria adopted in the Unified Development Code (UDC) as follows:

- The property is located within the Traditional Residential district of the Future Land Use Plan, which encourages low density residential uses and low impact commercial uses.
- Neighborhood commercial zoning allows a single-family home or low impact commercial uses, both of which are adjacent to this tract. Commercial zoning and uses are more common along Court Street, with residential uses along the locals streets in the area.
- The property has frontage along Court Street, a TxDOT ROW, as well as Short Ave, a local City street.

Action Requested

Staff is requesting action on the property owner’s request to rezone the subject property to Neighborhood Commercial (NC).

Recommendation

Staff presented the zoning change request to the Planning and Zoning Commission on March 11, 2025. Following a public hearing the Commission voted 8-0 to recommend approval of the zoning change request to Neighborhood Commercial.

Attachments

- Final Report of the Planning & Zoning Commission
- ZC 04-25 Staff Report
- Map Exhibits of the Subject Property
- Draft Ordinance

CITY OF SEGUIN

ORDINANCE NO. _____

COUNTY OF GUADALUPE

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
NUMBER 884 OF THE CITY OF SEGUIN, TEXAS,
TO REASSIGN ZONING FOR PROPERTY CURRENTLY ZONED SINGLE FAMILY
RESIDENTIAL AND COMMERCIAL FOR PROPERTY LOCATED AT 905 W. COURT
STREET, PROPERTY ID 46106 MORE FULLY DESCRIBED IN EXHIBIT A
ATTACHED,**

(ZC 04-25)

WHEREAS, the property located at 905 W. Court Street, more fully described in Exhibit A attached hereto and incorporated herein for all purposes (hereinafter "Property") is currently zoned Single Family Residential (R-1) and Commercial (C) and

WHEREAS, the City of Seguin has determined that the designation of said property from Single Family Residential (R-1) and Commercial (C) to Neighborhood Commercial (NC) meets the criteria for zoning map amendments in 2.4.4 of the City's Unified Development Code; and

WHEREAS, the Planning and Zoning Commission of the City of Seguin has previously considered the request following notification to surrounding property owners and a public hearing as required by law; and

WHEREAS, the Planning and Zoning Commission has recommended that the application for change of designation to Neighborhood Commercial (NC) be approved; and

WHEREAS, the City Council has received the report of the Planning and Zoning Commission and conducted a public hearing thereon as required by law; and

WHEREAS, the City Council has considered the report of the Planning and Zoning Commission and the evidence and testimony of the property owners and surrounding property owners;

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

1. Ordinance Number 884 is hereby amended by changing the zoning designation for said property from Single Family Residential (R-1) and Commercial (C) to Neighborhood Commercial (NC) and
2. The Planning and Zoning Director of the City of Seguin is hereby directed to reflect the herein described changes on the zoning map of the City.

PASSED AND APPROVED on the first reading this 1st day of April 2025.

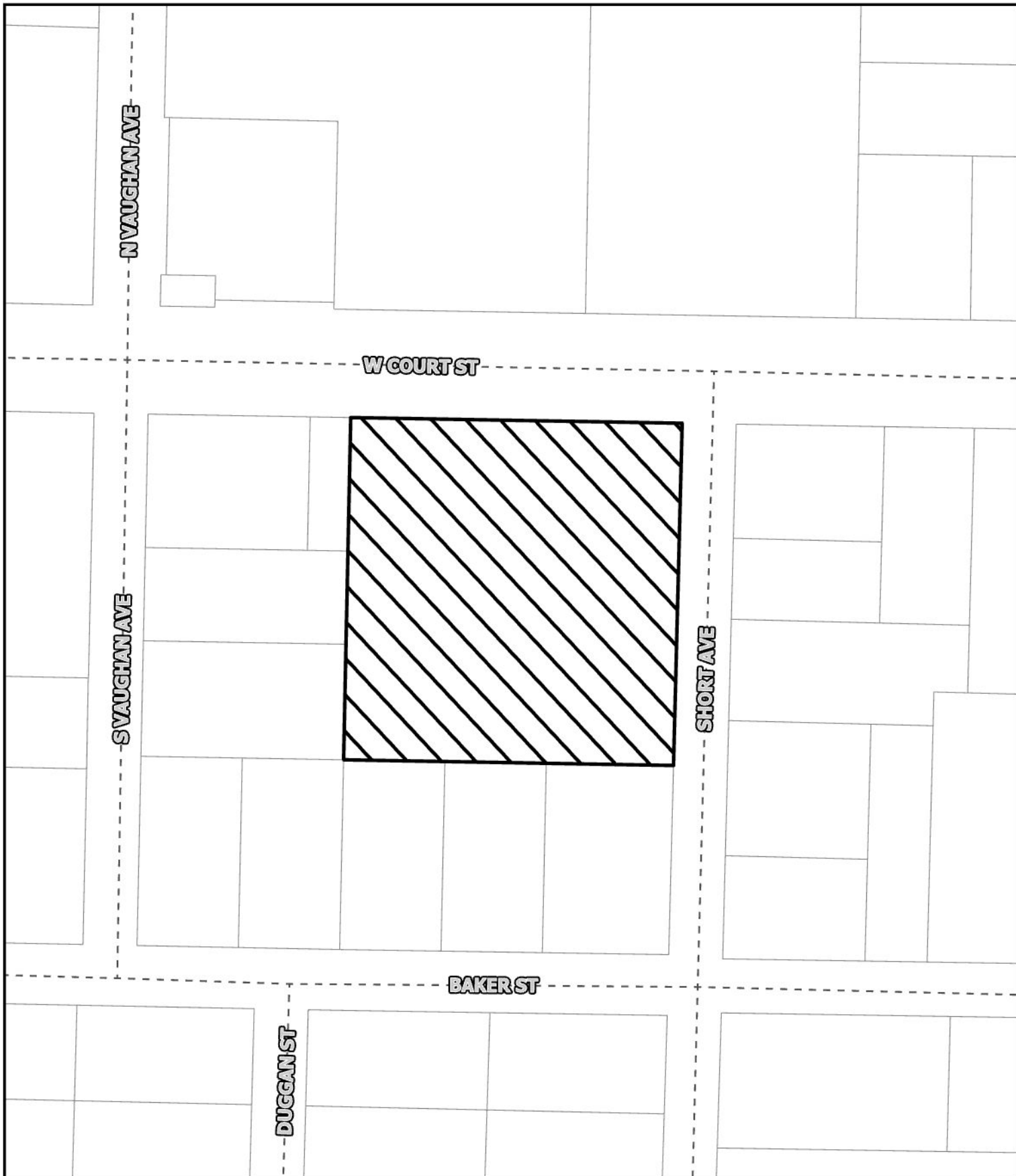
PASSED AND APPROVED on the second reading this 15th day of April 2025.

ATTEST:

Donna Dodgen, Mayor

Kristin Mueller, City Secretary

EXHIBIT A

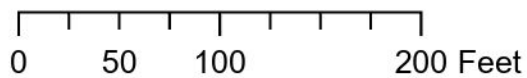


ZC 04-25 905 W COURT STREET

This map is for information purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The City of Seguin assumes no liability for errors on this map or use of this information.



Site



Printed : 2/28/20 187



PLANNING & CODES

Planning and Zoning Commission Report

ZC 04-25

A request for Zoning Change 04-25 from Commercial (C) and Single Family Residential (R-1) to Neighborhood Commercial (NC) for a property located at 905 W Court St, Property ID 46106 was considered during a public hearing at the Planning & Zoning Commission meeting on March 11, 2025.

Kyle Warren, planner, presented the staff report. He stated that the owner wanted to go forward with a zone change to bring the existing use of a single-family residence into conformity, while still having the ability to convert the property to commercial use in the future. The zone change would also unify a lot that is currently split zoned Commercial and Single-Family Residential.

The property is a 1.42-acre lot surrounded by single family residential and commercial zoning types. The property is in the Traditional Neighborhood of the FLUP which supports Neighborhood Commercial zoning. The access to the property is at the intersection of Court Street and Short Avenue. No health, safety or general welfare issues were identified.

Mr. Warren stated that the request is consistent with the FLUP and follows a logical and orderly pattern with surrounding properties being zoned Commercial and Single Family residential as well.

No public comment letters received in favor or against.

Commissioner Felty asked if the applicant could do an apartment on the second floor of the existing house, if it were to change to commercial use. Mr. Warren stated they could but would need to meet the building and fire code if done.

Commissioner Silvius asked for clarification on what the applicant would need to do if they were to build an accessory dwelling in Neighborhood Commercial zoning. Mr. Warren responded that a Specific Use Permit would be required if the applicant were to do an accessory dwelling, which would also need the Planning and Zoning Commission's approval.

The regular meeting recessed, and a public hearing was held. The applicant, Yvonne Sifuentes approached the commission and stated that she wanted the zone change to allow for a martial arts training studio. She said she would also like to live on the property as well, and knew she would need to come back to the Planning and Zoning Commission for a SUP for an accessory dwelling. No one else from the public came forward to speak on this case.

The regular meeting was reconvened for action and a vote was made.


After consideration of the staff report and all information given regarding Zoning Change (ZC 04-25),

Commissioner Eddie Davila moved that the Planning and Zoning Commission recommended approval of the zoning change from Commercial (C) and Single Family Residential (R-1) to Neighborhood Commercial (NC) for property located at 905 W Court Street. Commissioner Bobby Jones, III seconded the motion. The following vote was recorded:


RECOMMENDATION TO APPROVE THE ZONING CHANGE TO NEIGHBORHOOD COMMERCIAL (NC)

MOTION PASSED

8-0



Francis Serna,
Planning Assistant



ATTEST: Kyle Warren,
Planner



PLANNING & CODES

ZC 04-25 Staff Report
905 W. Court St
C/R-1 to NC

Applicant:

Yvonne Sifuentes
905 W. Court Street
Seguin, TX 78155

Property Owner:

Yvonne Sifuentes
905 W. Court Street
Seguin, TX 78155

Property Address/Location:

905 W. Court Street
Seguin, TX 78155

Legal Description:

LOT: NE 254.5 X 250 BLK:
1044 ADDN: WEST
Property ID: 46106

Lot Size/Project Area:

1.42 Ac.

Future Land Use Plan:

Traditional Residential

Notifications:

Mailed: Feb 27, 2025
Newspaper: Feb 23, 2025

Comments Received:

None at time of publication

Staff Review:

Kyle Warren
Planner

Attachments:

- Location Map
- Existing Zoning Map
- Future Land Use Plan Map

REQUEST:

A Zoning Change request from Commercial (C) and Single-Family Residential (R-1) to Neighborhood Commercial (NC).

ZONING AND LAND USE:

	Zoning	Land Use
Subject Property	C/R-1	Single family residence
N of Property	C	Single family residence/ car dealership
S of Property	R-1	Single family residences
E of Property	C	Auto glass/muffler repair shop
W of Property	C	Tire shop

SUMMARY OF STAFF ANALYSIS:

The applicant is requesting a zoning change from Commercial (C) and Single-Family Residential (R-1) to Neighborhood Commercial (NC) to allow for future retail use in the form of a martial arts studio at this location. The zoning change will also legitimize the current use of a single-family residence located on the commercially zoned portion of the property.

CRITERIA FOR ZONING CHANGE:

Consistency with the future land use plan – Yes, Neighborhood Commercial zoning is appropriate if it contributes to district walkability and vehicle circulation.

Compatible with existing and permitted uses of surrounding property – Yes, proposed use would be commercial, AND the Court Street corridor is largely commercial.

Adverse impact on surrounding properties or natural environment – None specifically identified.

Proposed zoning follows a logical and orderly pattern – Yes, neighborhood Commercial zoning allows for continued residential use, while allowing for the property to convert to low impact commercial use in the future.

Other factors that impact public health, safety, or welfare – Additional parking would be required if the property goes from a residential use to a commercial use.

PLANNING DEPARTMENT ANALYSIS

SITE DESCRIPTION

The existing home was constructed in 1876 and contains a storage building (400sqft), detached garage (400sqft), a main floor area (2,228sqft), and a second-floor area (864sqft). The applicant purchased the property in April of 2021, and is now wanting to convert the house into a martial arts studio (retail commercial use).

This home is located on the corner of West Court Street and Short Avenue in an established neighborhood between the Downtown Historic District and Texas Lutheran University areas. The current zoning of the property (Commercial) does allow for the karate studio; however, a zone change to Neighborhood Commercial would permit the current use of a single-family residence (currently non-conforming) with the option to apply for a Specific use Permit later to add an accessory dwelling unit.

CODE REQUIREMENTS:

A zoning change to Neighborhood Commercial (NC) would allow for either commercial retail and office space or a single-family residence at this location. Further, Neighborhood Commercial would also allow for an accessory dwelling unit, with the approval of a Specific Use Permit, that Commercial Zoning does not permit.

COMPATIBILITY WITH SURROUNDING LAND USE & ZONING:

Neighborhood Commercial (NC) allowing both single-family residential or low-impact commercial would be a compatible fit with the surrounding uses and zoning. To the north of this property, across Court Street are commercially zoned properties being utilized as a car dealership (Chuck Nash) and a single-family residence; to the east and west are commercially zoned auto servicing shops, Brothers Tire and Road Service, and Minute Man Muffler and Auto Glass; To the south are three R-1 Single-Family lots with Single family residences on them.

HEALTH, SAFETY, AND GENERAL WELFARE: (Protection & preservation of historical, cultural, and environmental areas.)
Parking would have to be addressed for any proposed commercial use.

COMPREHENSIVE PLAN (The Future Land Use Plan):

This property is located within the Traditional Residential classification of the City's Future Land Use Plan which encourages lower density residential uses and low impact commercial use. Concerning commercial uses, the Future Land Use Plan states: Neighborhood-scaled commercial services should be located along the major thoroughfares to support a walkable, mixed-use environment.

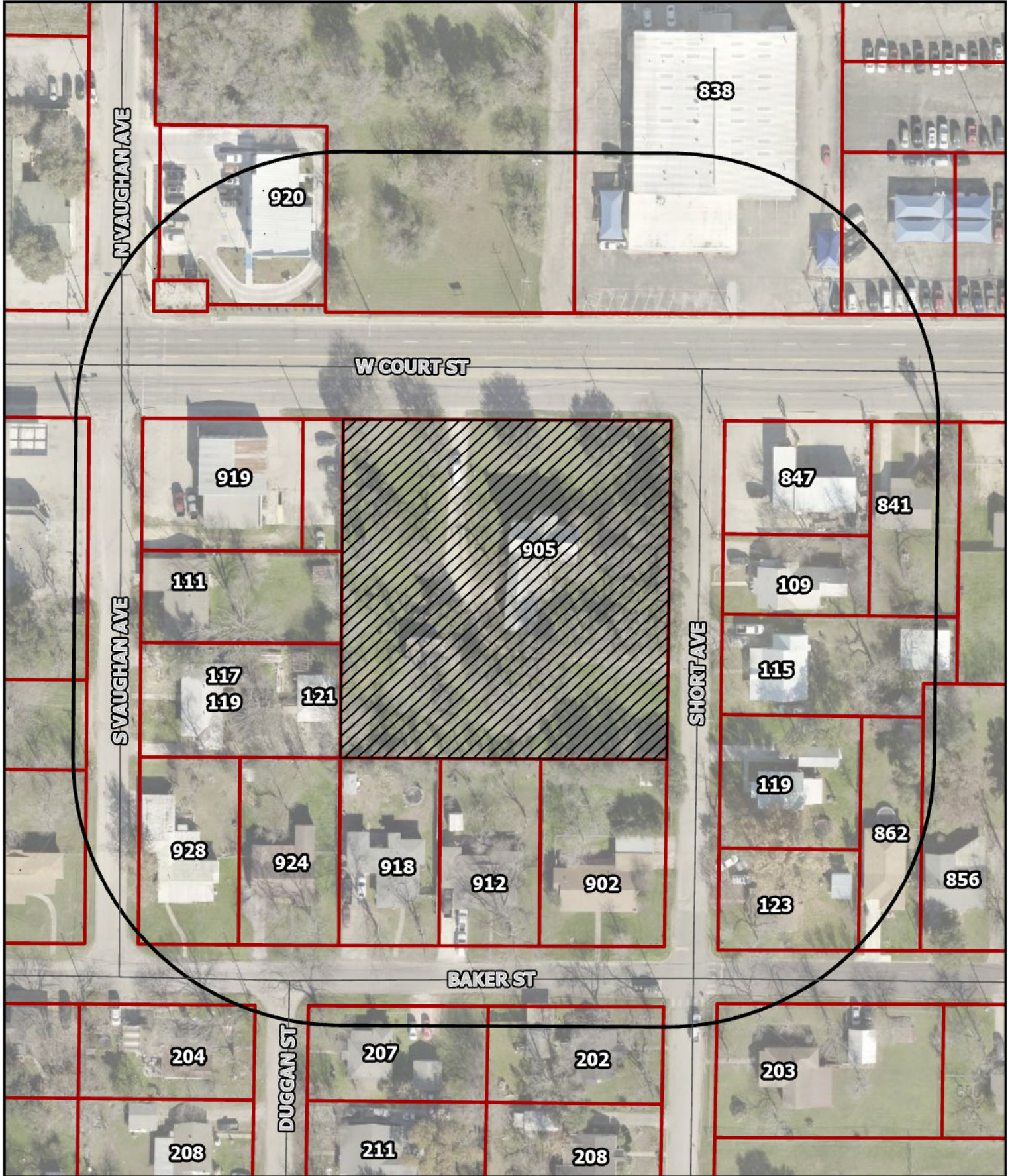
In this case, 905 W. Court Street does meet this in the sense that the environment it is in is mixed-use (commercial and residential) and it is located along a major throughfare in Court Street.

TRAFFIC (STREET FRONTAGE & ACCESS):

This property has frontages along both W. Court Street and Short Avenue. Any proposed driveway access along W. Court Street would require permitting and approval through TxDOT.

LOCATION MAP

ZC 04-25 905 W COURT STREET



This map is for information purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The City of Seguin assumes no liability for errors on this map or use of this information.



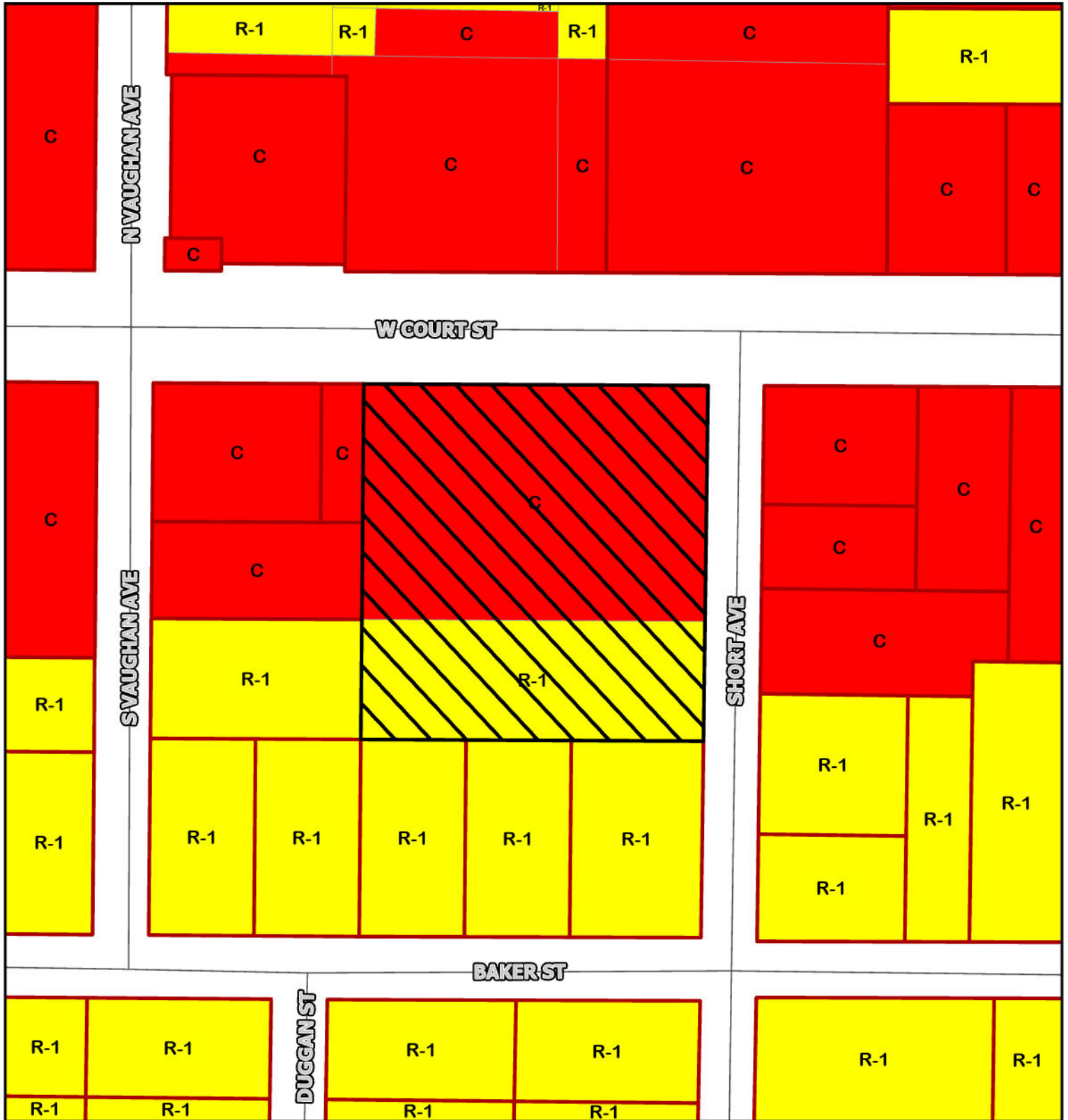
 Site Location

1 inch = 95 feet

Printed: 2/20/2025

ZONING MAP

ZC 04-25 905 W COURT STREET



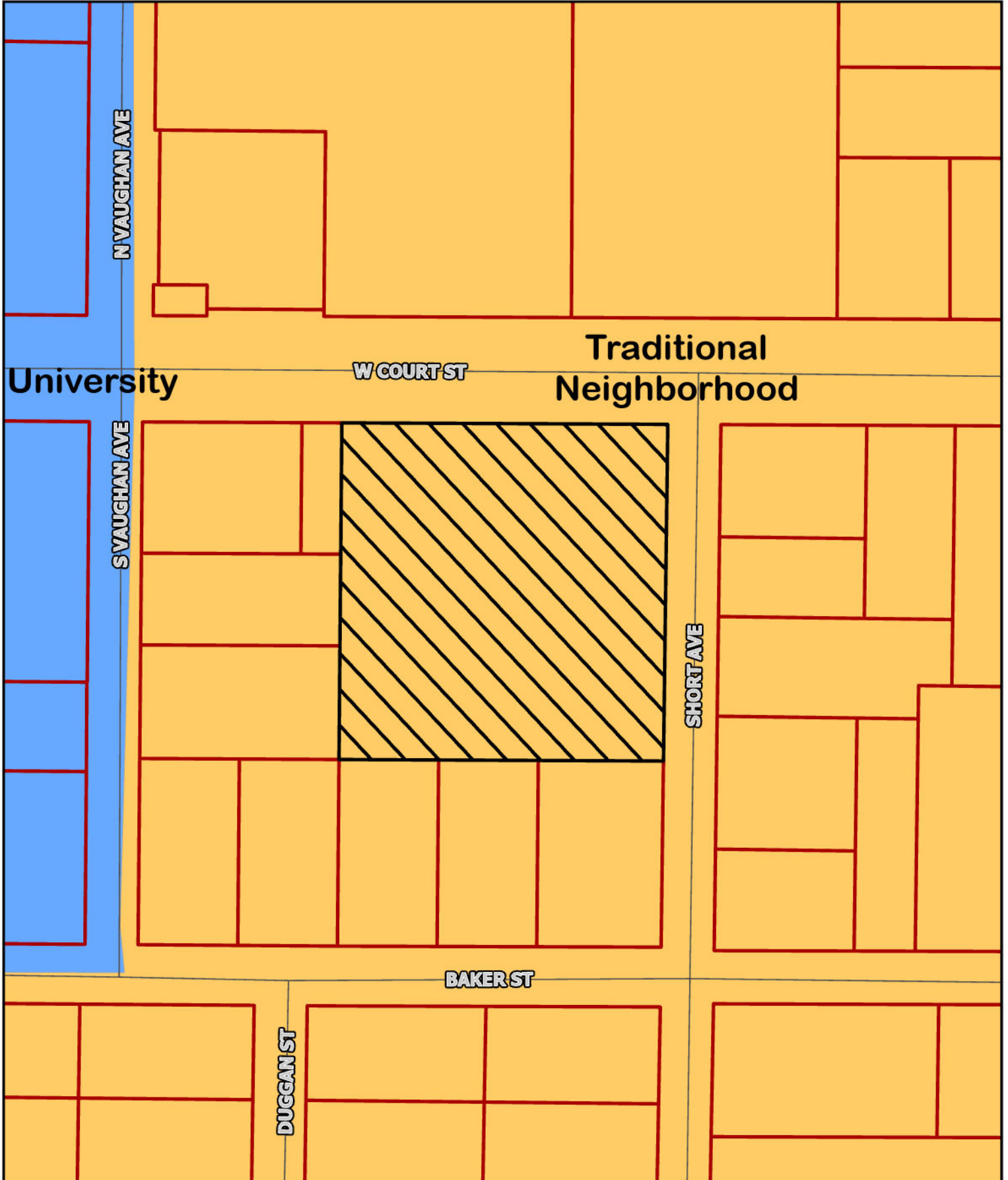
- | | | | | |
|----------------------|--------------------------|--------------------------|-----------------------------|------------------------------|
| Agricultural - Ranch | Light Industrial | Manufactured Home Park | Single Family Residential 1 | Zero Lot Lines |
| Commercial | Manufactured-Residential | Neighborhood Commercial | Single Family Residential 2 | Corridor Overlay Districts |
| Duplex 1 | MultiFamily 1 | None | Rural Residential | Downtown Historical District |
| Duplex 2 | MultiFamily 2 | Public | ROW | |
| Industrial | MultiFamily 3 | Planned Unit Development | Suburban Residential | |

This map is for information purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The City of Seguin assumes no liability for errors on this map or use of this information.

Site Location
 Parcel

1 inch = 95 feet

Printed: 2/28/2025



This map is for information purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The City of Seguin assumes no liability for errors on this map or use of this information.



Site Location



Parcel

1 inch = 95 feet

Printed: 2/28/2025

MEMORANDUM

To: City of Seguin Mayor, Council Members, and City Manager
From: Pamela Centeno, Director of Planning & Codes
Through: Rick Cortes, Deputy City Manager
Subject: **Proposed adoption of Chapter 6 of the Unified Development Code (UDC) for sign regulations, replacing the existing Chapter 82 of the Code of Ordinances.**
Date: March 24, 2025

Background

The sign regulations for the City of Seguin are currently adopted in Chapter 82 of the Code of Ordinances. The Planning Department, over the past year, has been drafting new sign regulations for Seguin for the reserved Chapter 6 of the Unified Development Code (UDC). The new regulations, if approved by City Council, will replace the existing Chapter 82 of the Code of Ordinances.

City staff researched multiple sign ordinances from other Texas cities and collected input from the community through a public input session and an online survey prior to drafting the new regulations. Staff made many improvements to the regulations, adding charts, photographs and definitions for numerous types of signs. Presentations and public hearings were held at the Planning & Zoning Commission meetings on February 11th and March 11th, 2025, highlighting the major changes from the existing regulations to the proposed regulations.

Action Requested

Staff is requesting action on the adoption of the new sign regulations, repealing the existing Chapter 82 of the Code of Ordinances and adopting the new Chapter 6 of the Unified Development Code (UDC).

Recommendation

The Planning & Zoning Commission has recommended approval of the proposed addition of Chapter 6 to the Unified Development Code, which will replace Chapter 82 of the Code of Ordinances.

Attachments

- Final Report of the Planning & Zoning Commission
- Proposed ordinance repealing Chapter 82, adding Chapter 6, and updating the fee schedule.
- Copy of Exhibit A- the proposed Chapter 6 of the UDC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS AMENDING THE UNIFIED DEVELOPMENT CODE (UDC), ADDING CHAPTER 6- SIGN REGULATIONS, REPEALING IN ITS ENTIRETY CHAPTER 82 (SIGNS) OF THE SEGUIN CODE OF ORDINANCES, AND AMENDING THE FEE SCHEDULE IN APPENDIX C OF THE SEGUIN CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AUTHORIZING CITY STAFF TO PREPARE THIS ORDINANCE FOR SUBMISSION AS A SUPPLEMENT TO THE CODE OF ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Seguin regulates the construction, erection, alteration, and maintenance of signs in the city limits as adopted in Chapter 82 of the Code of Ordinances; and

WHEREAS, the City of Seguin finds it in the best interest of the community to repeal the existing Chapter 82 of the Code of Ordinances and adopt new sign regulations in Chapter 6 of the Unified Development Code (UDC), which was previously reserved for sign regulations; and

WHEREAS, the intention of the proposed regulations is to ensure safe construction of signs in the city limits and aid in the attraction of consumers to the community while preserving the values of community appearance; and

WHEREAS, the City of Seguin held a public input session on July 24, 2024 and conducted an online survey in August 2024 to collect public comments and input prior to drafting the proposed sign regulations; and

WHEREAS, the draft sign regulations were presented to the Planning & Zoning Commission during two public hearings on February 11, 2025 and March 11, 2025; and

WHEREAS, on March 11, 2025, the Planning and Zoning Commission voted to recommend to City Council to approve the proposed Chapter 6 of the UDC, which will replace the existing sign regulations in Chapter 82 of the Seguin Code of Ordinances.

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

PART ONE. Chapter 82- Signs, of the Seguin Code of Ordinances is hereby repealed in its entirety.

PART TWO. The Seguin Unified Development Code (UDC), adopted in Appendix A of the Seguin Code of Ordinances, is amended to add Chapter 6- Sign Regulations to read as drafted in the attached document (Exhibit A).

PART THREE. Appendix C - Fee Schedule, of the Seguin Code of Ordinances, is amended as follows (underlining indicates added text, strikethrough indicates deleted text):

Chapter 82. Signs Appendix A. Unified Development Code

Article II. License (g) Sign Fees

(a) Sign contractor registration:			
	(1)	Annual <u>sign contractor registration</u> fee	100.00
(b) Sign and billboard permits and inspections:			
	(1)	Based on total valuation:	
	(2)	<u>Sign permits (based on total valuation of sign):</u> <i>The following fees for sign permits shall be doubled when work is commenced before permit issuance.</i>	
		a. Up to \$2,000.00	25.00
		b. \$2,001.00 to \$50,000.00:	
		1. For the first \$2,000.00	50.00
		2. Plus, for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	5.00
		c. \$50,001.00 to \$100,000.00:	
		1. For the first \$50,000.00	300.00
		2. Plus, for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	4.00
		d. \$100,001.00 to \$500,000.00:	
		1. For the first \$100,000.00	500.00
		2. Plus, for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	4.00
		e. \$500,001.00 and up:	
		1. For the first \$500,000.00	2,100.00
		2. Plus, for each additional \$1,000.00 or fraction thereof	4.00

	(2) (3)	Reinspection fee	100.00
	(3) (4)	Inspections on Saturdays, Sundays, holidays, and after hours, per hour	150.00
	(4) (5)	Plan checking fee: One-half of cost of sign permit fee	
(c)	Portable sign permits and inspections:		
	(1)	Per single permit period	25.00

PART FOUR. All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

PART FIVE. City staff is authorized to prepare this Ordinance for submission as a supplement to the Seguin Code of Ordinances.

PART SIX. This ordinance shall be published in a newspaper of general circulation.

PART SEVEN. This ordinance shall be effective upon ten (10) days following passage on second reading and shall be published in a newspaper of general circulation.

PASSED AND APPROVED on the first reading this 1st day of April 2025.

PASSED AND APPROVED AND ADOPTED on the second reading this 14th day of April 2025.

Donna Dodgen, Mayor

ATTEST:

Kristin Mueller, City Secretary

Exhibit A

Chapter 6- Sign Regulations

Section 6.1

6.1.1 Intent

The purpose of this section is to protect and promote the public health, safety and general welfare, and enhance the aesthetics and attractiveness of the city for its citizens and visitors. To achieve this purpose, it is the intent of this section to:

- Regulate the construction, erection, alteration, and maintenance of signs in the city limits.
- Ensure the safe construction of all signs covered under this chapter.
- Aid in the attraction of consumers to the community while preserving the values of community appearance.
- Protect the integrity and beauty of streetscapes, corridors, neighborhoods, public spaces, and historic districts.
- Protect adjacent and nearby properties from the impact of excessive signage.

6.1.2 Application of Requirements

This section applies in the following areas:

Property within City of Seguin City Limits	Property within City of Seguin ETJ
YES	NO

6.1.3 Chapter Components

This chapter includes the following sections:

- Definitions (6.2)
- Contractor Registration & Permitting (6.3)
- Construction, Maintenance & Operation (6.4)
- Permanent Signs (6.5)
- Signs exempt from permitting (6.6)
- Prohibited Signs (6.7)
- Signs in the Downtown Historic District (6.8)
- Nonconforming, Abandoned & Illegal Signs (6.9)
- Violations, Enforcement, & Remedies (6.10)
- Variances (6.11)

Section 6.2 Definitions

The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned Sign: A sign that no longer displays a legible message or advertisement on the sign face. This shall include a blank sign face, an empty frame without a sign face, a sign which has been painted to cover the advertisement, or a sign face that is no longer legible due to fading or damage.

Athletic Scoreboard: A structure erected at an athletic field or stadium which is generally used to maintain the score or time expiration for an event at the field or stadium.

Banner: A long strip of cloth or other suitable material with printed words, logos, or images intended to advertise a business or activity.

Billboard: A sign that advertises establishments, products, organizations, businesses, activities, or services that are not sold, produced, manufactured or distributed on or from the property on which the sign is located. A billboard is an off-premises sign. A digital billboard is a billboard with a digital message board.

Canopy Sign: A sign attached to an awning, canopy, or other protective cover over a door, entrance, or window, or any sign attached to a freestanding canopy structure.

Contractor Sign: A temporary sign located at an active construction site to inform the public of the name of the project, name of the contractor, or similar information.

Digital sign: An on-premises electronic sign with a display that may be changed by means of computerized programming. Gas price cabinets with displays that change no more than once a day are excluded from this definition.

Directional Sign: An on-premises ground sign that is intended to aid in internal circulation of a site or identify points of ingress and egress.

Downtown Historic District (DHD): The Downtown Historic District (DHD) is an overlay district that includes the blocks in the Inner and Acre lots of the City of Seguin as identified on the map in Section 3.3.5 of the Unified Development Code.

Flag, Decorative: A piece of fabric or other similar material in the shape of a flag attached to a pole that contains designs or images that are used as symbols, decorations, or advertisements. Decorative signs often display logos, business names, or other images that attract attention to a business or activity.

Flag, Feather: A temporary sign composed of durable lightweight fabric with a sturdy frame enclosing only a portion of the material. A feather flag is designed to flow in the wind and is mounted on a pole that is driven into the ground for support or supported by an individual stand.

Flag, Official: The official, authentic flag of a government or political subdivision, such as the state or national flag.

Illegal Sign: A sign that was erected without the required sign permit; or a sign that does not meet the requirements of this chapter and which does not meet the criteria to be designated as a nonconforming (grandfathered) sign.

Inflatable Sign: A temporary sign made of a flexible material inflated with air that advertises or promotes events, sales, or businesses.

Government Sign, Official: A temporary or permanent sign erected and maintained by a governmental agency for the purpose of directing, regulating, warning, informing, or guiding the general public. Governmental signs include traffic signs, warning signs, or any signs indicating public works projects, public service or other programs or activities conducted or required by any governmental agency.

Ground Sign: A temporary sign supported by stakes driven into the ground.

Memorial Plaque: A decorative plate or stone with writing on it that honors a person, event or occasion. Memorial plaques are affixed to a wall or other structure to remind people of an important person or event.

Monument sign, single-tenant: A freestanding sign with no more than two sign faces that has a base mounted directly on the ground or has a maximum of 12 inches of clearance from the ground to the bottom of the sign; and that advertises a single tenant located on the same property in which the sign is located.

Monument sign, multi-tenant: A freestanding sign with no more than two sign faces that has a base mounted directly on the ground or has a maximum of 12 inches of clearance from the ground to the bottom of the sign; and that advertises multiple tenants located on the same property in which the sign is located.

Nonconforming sign: A permanent sign which was legally erected in accordance with the sign regulations of the City of Seguin effective at the time the sign was erected but does not conform to the current regulations of this section. Nonconforming signs may also be referred to as grandfathered signs.

Off-premises sign: A sign that advertises establishments, products, organizations, businesses, activities, or services that are not sold, produced, manufactured or distributed on or from the property on which the sign is located. An off-premises sign is a billboard.

On-premises sign: A sign that advertises establishments, products, organizations, businesses, activities, or services that are sold, produced, manufactured or distributed on or from the property on which the sign is located.

Pole sign, single-tenant: A freestanding sign that is supported by one or more free-standing poles in or upon the ground and that advertises a single tenant located on the same property in which the sign is located.

Pole sign, multi-tenant: A freestanding sign that is supported by one or more free-standing poles in or upon the ground and that advertises multiple tenants located on the same property in which the sign is located.

Political/Campaign Sign: A temporary sign in connection with any local, state, or national election.

Portable sign: A sign constructed on wheels, casters, skids or otherwise designed to be movable from one location to another, including a-frame and sandwich signs.

Projecting Sign: A sign, single- or double-faced, other than a flat wall sign, which is attached to and projects from a building façade.

Real Estate Sign: A temporary sign advertising the real estate upon which the sign is located. Real estate signs typically advertise the rent, lease, or sale of the real estate, but may also advertise the future development of a property/site.

Right-of-Way, Public: The portion of land on, below, or above a public street, alley, crosswalk, sidewalk or drainageway owned by a governmental entity (city, county of state) and intended for vehicles, pedestrians, or other travel.

Right-of-Way, Private: The portion of land on, below, or above a private street, alley, crosswalk, sidewalk or drainageway that is privately owned and intended for vehicles, pedestrians, or other travel.

Roadway, Constructed: The portion of a right-of-way that is specifically designed, constructed, and used for the movement of vehicles.

Roof Sign: A sign mounted upon, against, or directly above the roof parapet line of a building or structure, or that is wholly dependent upon a building for support, and that projects above the rooftop of a building.

Rotating Sign: A pole sign in which the sign itself or any portion of the sign moves in a revolving or similar motion. Rotating signs are classified as pole signs and shall follow the applicable requirements.

Sign: A sign is an outdoor structure, display, light device, figure, painting, drawing, message, plaque, poster, billboard, or other object that is designed, intended, or used to advertise or inform. The term “sign” includes all other devices, structures, or objects that may reasonably be included under it, whether attached or unattached.

Subdivision entry sign: A sign located at the entrance of a subdivision that identifies the neighborhood or development and serves as a visual marker for the entry into the subdivision. Subdivision entry signs may include monument signs, walls, structures, or a combination thereof.

Temporary sign: A sign erected for a limited time that identifies an event or activity of limited duration.

Vehicle Sign: Vehicle decals attached to or painted on a vehicle that advertise a business or activity, but that are incidental to the vehicle’s main use for transportation.

Wall mural: Artwork painted directly onto a wall or fence that is intended as a decorative feature. Logos, trademarks, and icons may be incorporated into the artwork but shall not exceed more than 20% of the wall area. Telephone numbers, addresses, and other advertising messages are not allowed.

Wall sign: A sign attached to, projected on, or painted on the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of, the sign.

Section 6.3 Contractor Registration & Permitting

6.3.1 Contractor Registration

Every person engaging in erecting, installing, servicing or maintaining commercial signs shall be registered with the city as a contractor and shall pay the annual fee as established by the City Council and set forth in Appendix C of the Seguin Code of Ordinances.

6.3.2 Sign Permit Required

Unless specifically exempted herein, it shall be unlawful for any person to erect, install, or substantially alter a commercial sign without obtaining a sign permit from the City of Seguin. The term “substantially alter” shall not include routine painting, maintaining, or refacing an existing commercial sign.

6.3.3 Sign Permit Application

The sign permit application submitted to the City of Seguin shall contain all information, drawings, and specifications necessary for staff to review the proposed sign for compliance with all regulations.

6.3.4 Fees

Fees for sign permits and inspections shall be collected by the city prior to the issuance of a sign permit. The fees shall be established by the City Council and set forth in Appendix C of the Seguin Code of Ordinances. When work for which a permit is required by this section is started prior to obtaining the permit, the fees specified shall be doubled.

Section 6.4 Construction, Maintenance & Operation

6.4.1 Preventing Obstructions

All signs governed by this chapter shall be situated in a manner which does not interfere with or obstruct windows, doors or other means of exit from the building. Further, no signs shall be supported on or attached to any fire escape, door or window casing.

6.4.2 Creating Hazards

No signs shall be erected on or over public property in a manner which interferes with any fire hydrant, traffic light, fire alarm box or streetlight. Similarly, billboards and commercial signs shall not be erected in any location where, because of traffic conditions, fire, or explosion hazards, the sign would imperil public safety or hamper the functions of the fire department as determined by the chief building official and fire marshal.

6.4.3 Attachment & Wind Loads

All signs shall be securely fastened or anchored to a building wall, structural framing or other foundation with a sufficient number of bolts or anchors to resist the stress resulting from the dead weight of the sign and wind loads. Both commercial signs and billboards shall be constructed to resist a minimal horizontal wind load of 30 pounds per square foot of service area. The use of staples, wires and wood plugs in erecting signs is prohibited.

6.4.4 Materials & Supports

All signs governed by this chapter, excluding electrical signs, shall be constructed of durable materials and securely attached to framework and supports made of wood, metal or other similar material of equivalent strength. Commercial signs may be made of pressed wood. All electrical signs shall have metal supports and frames.

6.4.5 Electrical Wiring

Electrically illuminated signs or signs which are equipped in any way with electrical devices or appliances shall conform to all electrical provisions and requirements of the Electrical Code in Chapter 18, Article III of the Seguin Code of Ordinances. The building official shall have the right to check all wiring for code compliance.

6.4.6 Maintenance of Signs

All signs shall be kept in a state of good repair. Good repair shall mean the following:

- A. Copy and print shall be legible and shall not be faded or worn.
- B. Sign face shall be free of tears, rips or other defacements that obscure the copy, lettering or design of the sign.
- C. The sign frame shall be free of rust, painted if needed, and structurally sound.

Section 6.5 Permanent Signs

6.5.1 Permanent Signs Matrix

The signs listed below in the Permanent Signs Matrix are required to meet the provisions and regulations of this Ordinance, including the requirement to obtain a sign permit. All signs in the DHD shall be regulated in accordance with Section 6.8.

	TYPE OF SIGN	ZONING DISTRICTS PERMITTED	MAXIMUM AREA	MAXIMUM HEIGHT	NUMBER OF SIGNS	OTHER
PERMANENT	BILLBOARDS (Off-Premises Signs)	C / LI / I	Arterial/Major Arterial: min 75 sq ft/ max 200' sq ft Freeway: min 300' sq ft/ max 480' sq ft	Arterial/Major Arterial: 30 feet Freeway: 40 feet	Spacing shall be 3,500' between each billboard.	Minimum Setback: 30' from property line. Maximum Setback: 75' from property line. Minimum of 7' ground clearance.
	CANOPY SIGNS	MF-1, 2, 3 / NC / C / P / LI / I	20% per canopy side	4 feet above canopy	See Max. Area Requirements	Includes gas pumps, drive-thru lanes, and parking area canopies.
	DIGITAL SIGNS	NC / C / P / LI / I	SH 130 & IH-10: 100 sq feet Other Roads: 32 sq feet	SH 130 & IH-10: 40 feet Other Roads: Pole Signs: 25 feet Monuments Signs: 8 feet	1 per lot	Setback: 5' from the property line.
	MONUMENT SIGNS: SINGLE-TENANT	MF-1, 2, 3 / NC / C / P / LI / I	80 sq feet	8 feet	1 for 500' of frontage; 2 for over 500' of frontage	Setback: 5' from the property line.
	MONUMENT SIGNS: MULTI-TENANT	MF-1, 2, 3 / NC / C / P / LI / I	100 sq feet	10 feet	1 for 500' of frontage; 2 for over 500' of frontage	Setback: 5' from the property line.
	POLE SIGNS: SINGLE-TENANT	MF-1, 2, 3 / NC / C / P / LI / I	SH 130 & IH-10: 300 sq feet All other roads: 100 sq feet	SH 130 & IH-10: 60 feet All other roads: 25 feet	1 per lot	Setback: 5' from the property line.
	POLE SIGNS: MULTI-TENANT	MF-1, 2, 3 / NC / C / P / LI / I	SH 130 & IH-10: 600 sq feet All other roads: 200 sq feet	SH 130 & IH-10: 60 feet All other roads: 30 feet	2 per lot - 1 per 500' of lot frontage	Setback: 5' from the property line.
	PROJECTING SIGNS	MF-1, 2, 3 / NC / C / P / LI / I	30 sq feet	Up to building height	1 per tenant / business	May encroach 5' into the ROW, but set back 2' from the constructed roadway.
	ROOF SIGNS	C / P / LI / I	20% of building facade	8 feet	1 per building	Channel letters only.
	SUBDIVISION ENTRY SIGNS	All	80 sq feet	Sign Structure: 20 feet Copy Letters: 30 inches	2 per entrance	Setback: 5' from the property line.
	WALL SIGNS	MF-1, 2, 3 / NC / C / P / LI / I	20% per wall side	N/A	See Max. Area Requirements	Projecting no more than 12" from building.

6.5.2 Billboards

A. Definition (per Section 6.2)- a sign that advertises establishments, products, organizations, businesses, activities, or services that are not sold, produced, manufactured or distributed on or from the property on which the sign is located. Billboards are also known as off-premises signs. Digital billboards are billboards that contain digital message boards.

B. Location Requirements

1. Zoning Districts- Billboards shall only be allowed on properties with zoning designations of commercial, light industrial, and industrial.
2. Downtown Historic District- Billboards are prohibited in the Downtown Historic District.
3. Street Classifications- Billboards shall only be allowed on properties that have street frontage along roadways classified as arterials, major arterials, or freeways, as defined by the Seguin Master Thoroughfare Plan.

C. Area Requirements

1. The minimum size of the sign face shall be 75 square feet adjacent to frontages along arterials and major arterials, and 300 square feet adjacent to frontages along freeways.
2. The maximum size of the sign face shall be 200 square feet adjacent to frontages along arterials and major arterials, and 480 square feet adjacent to frontages along freeways.

D. Height Requirements

1. The maximum height, measured from the adjacent grade to the top of the billboard, shall be 30' for signs adjacent to the frontages along arterials and major arterials.
2. The maximum height, measured from the adjacent grade to the top of the billboard, shall be 40' for signs adjacent to the frontages along freeways.

E. Spacing Requirements

No billboard shall be erected within 3,500' of any other billboard. The distance shall be measured in a direct line from one billboard to the other, with no regard to property lines, rights-of-ways, or other boundaries.

F. Setback Requirements

1. Billboards shall have a minimum setback of 30' from the property line.
2. Billboards shall have a maximum setback of 75' from the property line.
3. Billboards shall have setbacks from the property lines of the following facilities, districts and parks:
 - a. Public Park- 500'
 - b. Historic Building- 200'
 - c. Any property located within the Downtown Historic District- 200'
 - d. University or College- 200'
 - e. Public or Private School- 200'

G. Clearance Requirements

There shall be a minimum clearance of 7' measured from the ground to the bottom of the sign face.



H. Digital Message Boards

1. Digital message boards shall be allowed on billboards as a portion of the sign face or as the entire sign face.
2. The area of the digital message board shall be calculated and included as part of the total area requirements for the billboard.
3. Digital message boards on billboards shall not be located within 500' of the property line of an existing residential structure or residentially zoned district. For the purposes of this section, the neighborhood commercial district shall be considered a non-residential zoned district.
4. The operation of digital message boards on billboards shall have the following limitations and/or restrictions:
 - a. The message or picture shall not display flashing, blinking, running lights, animations, streaming video, scrolling text, or special effect transitions.
 - b. Messages or pictures shall not change more frequently than once every ten seconds and must occur simultaneously on the entire sign face.
 - c. The message board shall be equipped and programmed for automatic dimming to prevent glaring.

I. Billboards on Public Property

Billboards shall be prohibited on or above any public property or public roadway.

J. Construction Requirements

1. All new or replacement billboard signage shall be constructed of metal, monopole structural supports.
2. The billboard shall be firmly and solidly constructed to withstand a wind load of at least 30 pounds per square foot of area.
3. An open space of at least 7' shall be provided between the bottom of the billboard and the ground. If necessary, support bracing for the sign may extend through the open space.
4. All billboards exceeding 35' in height shall be of fireproof construction.
5. Base aprons measuring not less than 24 inches high shall be attached to the bottom of all billboards with sign faces measuring 10' or more in height and 40' or more in width.
6. All service platforms shall have a jack or support at each structural upright and shall have a minimum width of 20 inches of worker's walking surface. Service platforms shall be mandatory on all billboards measuring more than 12' between ground level and the bottom of the sign face.
7. All exposed wood or metal surfaces, including treated but unpainted stringers, platforms, jacks or other supports, excepting galvanized metal, shall be painted, both front and back, upon installation of the billboard.
8. Billboards shall be designed and emplaced not to create a traffic hazard near street intersections or railroad crossings. Billboards shall not be positioned in a way which obscures or physically interferes with a traffic sign, signal device or a driver's view of approaching, merging or intersecting traffic.
9. Billboards shall not be illuminated in a manner which interferes with the effectiveness of or obscures an official traffic sign, signal or device nor may the light emitted from any billboard cause glare to or impede the vision of the driver of any motor vehicle.
10. To ensure public safety, there shall be a distance of 14' between the ground and the bottom rung of any ladder which is permanently attached to the billboard structure. Signs existing on the effective date of this ordinance which do not meet this standard shall not be granted nonconforming status.

6.5.3 Canopy Signs



- A. Definition** (per Section 6.2)- a sign attached to an awning, canopy, or other protective cover over a door, entrance, or window, or any sign attached to a freestanding canopy structure.
- B. Location Requirements**
Zoning Districts- Canopy signs shall only be allowed on properties with zoning designations of multi-family (1,2,3), neighborhood commercial, commercial, public, light industrial, and industrial.
- C. Area Requirements**
The total combined maximum size of the sign faces shall be 20% of the area of the canopy side it is painted on or attached to.
- D. Height Requirements**
The maximum height shall be 4' above the roof of the canopy side it is attached to.
- E. Number of Signs Allowed.**
There shall not be a maximum number of canopy signs, but the maximum combined area of all canopy signs shall not exceed the maximum area allowed in this section.

6.5.4 Digital Signs



- A. Definition** (per Section 6.2)- an on-premises electronic sign with a display that may be changed by means of computerized programming. Gas price cabinets with displays that change no more than once a day are excluded from this definition.
- B. Applicability**
 1. This section shall only apply to on-premises digital signs. Digital message boards on billboards shall be regulated per Section 6.5.2. of this UDC and digital message boards on athletic scoreboards shall be regulated per Section 6.6.2.

2. On-premises digital signs shall only be allowed as monument signs and pole signs. On-premises digital signs are prohibited on all other sign types including but not limited to canopy signs, projecting signs, roof signs, subdivision entry signs, and wall signs.

C. Location Requirements

Zoning Districts- Digital signs shall only be allowed on properties with zoning designations of neighborhood commercial, commercial, public, light industrial, and industrial.

D. Area Requirements

1. The maximum size of the digital sign face display on digital signs located along the frontage of SH 130 or IH 10 shall be 100 square feet.
2. The maximum size of the digital sign face display on digital signs along all other roads shall be 32 square feet.
3. The area of a digital sign face shall be calculated separately from the maximum area requirements of the non-digital portion of the pole or monument sign.

E. Height Requirements

1. Digital signs located along the frontage of SH 130 or IH 10- the maximum height, measured to the top of the sign, shall be 40' above the adjacent grade.
2. Digital signs along all other roads- the maximum height, measured to the top of a digital pole sign, shall be 25' above the adjacent grade. The maximum height of a digital monument sign shall meet the height requirements of a single-tenant monument sign, which is 8'.

F. Number of Signs Allowed

There shall be a limit of one digital sign allowed per lot.

G. Distance Requirements from Residential

1. Digital signs that are on monuments signs shall not be located within 150' of the property line of an existing residence or the property line of a residentially zoned property. For the purposes of this section, the neighborhood commercial zoning district shall be considered a non-residential zoned district.
2. Digital signs that are on pole signs shall not be located within 200' of the property line of an existing residence or the property line of a residentially zoned property. For the purposes of this section, the neighborhood commercial zoning district shall be considered a non-residential zoned district.

H. Setback Requirements

Digital signs shall have a minimum setback of 5' from the property line, measured from the outermost edge of the sign to the property line.

I. Clearance Requirements

Digital signs that are located on poles shall have a minimum clearance of 7' above the adjacent grade. Digital signs that are located in monuments shall meet the maximum clearance of monument signs, which is no more than 12" above the adjacent grade.

J. Message Board Operations

1. The message or picture shall not display flashing, blinking, running lights, animations, streaming video, or special effect transitions other than scrolling text.
2. With the exception of scrolling text, message or pictures shall not change more frequently than once every ten seconds and must occur simultaneously on the entire sign face.
3. The message board shall be equipped and programmed for automatic dimming to prevent glaring.

6.5.5 Monument Signs: Single-Tenant



- A. Definition** (per Section 6.2)- A freestanding sign with no more than two sign faces that has a base mounted directly on the ground or has a maximum of 12 inches of clearance from the ground to the bottom of the sign and that advertises a single tenant located on the same property in which the sign is located.
- B. Location Requirements**
Zoning Districts- Single-tenant monument signs shall only be allowed on properties with zoning designations of multi-family (1,2,3), neighborhood commercial, commercial, public, light industrial, and industrial.
- C. Area Requirements**
The maximum size of the sign face shall be 80 square feet.
- D. Height Requirements**
The maximum height, measured to the top of the sign, shall be 8' above the adjacent grade.
- E. Number of Signs Allowed**
Properties with less than 500' of road frontage shall be limited to a maximum of one single-tenant monument sign. Properties with 500' or more of road frontage shall be limited to a maximum of two single-tenant monument signs.
- F. Setback Requirements**
Single-tenant monument signs shall have a minimum setback of 5' from the property line, measured from the outermost edge of the sign to the property line.

6.5.6 Monument Signs: Multi-Tenant



- A. Definition** (per Section 6.2)- A freestanding sign with no more than two sign faces that has a base mounted directly on the ground or has a maximum of 12 inches of clearance from the ground to the bottom of the sign and that advertises multiple tenants located on the same property in which the sign is located.
- B. Location Requirements**
Zoning Districts- Multi-tenant monument signs shall only be allowed on properties with zoning designations of multi-family (1,2,3), neighborhood commercial, commercial, public, light industrial, and industrial.
- C. Area Requirements**
The maximum size of the sign face shall be 100 square feet.
- D. Height Requirements**
The maximum height, measured to the top of the sign, shall be 10' above the adjacent grade.
- E. Number of Signs Allowed**
Properties with less than 500' of road frontage shall be limited to a maximum of one multi-tenant monument sign. Properties with 500' or more of road frontage shall be limited to a maximum of two multi-tenant monument signs.
- F. Setback Requirements**
Multi-tenant monument signs shall have a minimum setback of 5' from the property line.

6.5.7 Pole Signs: Single-Tenant

- A. Definition** (per Section 6.2)- A freestanding sign that is supported by one or more free-standing poles in or upon the ground and that advertises a single tenant located on the same property in which the sign is located.
- B. Location Requirements**
Zoning Districts- Single-tenant pole signs shall only be allowed on properties with zoning designations of multi-family (1,2,3), neighborhood commercial, commercial, public, light industrial, and industrial.
- C. Area Requirements**
 1. Signs located along the frontage of SH 130 or IH 10- the total combined area of the sign faces on the single-tenant pole sign shall not exceed 300 square feet.
 2. Signs along all other roads- the total combined area of the sign faces on the single-tenant pole sign shall not exceed 100 square feet.
- D. Height Requirements & Minimum Clearance**
 1. Signs located along the frontage of SH 130 or IH 10- the maximum height of the top of the sign shall be 60' above the adjacent grade.
 2. Signs along all other roads- the maximum height of the top of the sign shall be 25' above the adjacent grade.
 3. There shall be a minimum clearance of 7' measured between the bottom of the sign and the adjacent grade.
- E. Number of Signs Allowed**
There shall be a limit of one single-tenant pole sign allowed per lot.



F. Setback Requirements

Single-tenant pole signs shall have a minimum setback of 5' from the property line, measured from the outermost edge of the sign to the property line.

6.5.8 Pole Signs: Multi-Tenant

A. Definition (per Section 6.2)-

A freestanding sign that is supported by one or more free-standing poles in or upon the ground and that advertises multiple tenants located on the same property in which the sign is located.

B. Location Requirements

Zoning Districts- Multi-tenant pole signs shall only be allowed on properties with zoning designations of multi-family (1,2, and 3), neighborhood commercial, commercial, public, light industrial, and industrial.

C. Area Requirements

1. Signs located along the frontage of SH 130 or IH 10- the total combined area of the sign faces on the multi-tenant pole sign shall not exceed 600 square feet.
2. Signs along all other roads- the total combined area of the sign faces on the multi-tenant pole sign shall not exceed 200 square feet.

D. Height Requirements & Minimum Clearance

1. Signs located along the frontage of SH 130 or IH 10- the maximum height of the top of the sign shall be 60' above the adjacent grade.
2. Signs along all other roads- the maximum height of the top of the sign shall be 30' above the adjacent grade.
3. There shall be a minimum clearance of 7' measured between the bottom of the sign and the adjacent grade.

E. Number of signs allowed.

Properties with less than 500' of road frontage shall be limited to a maximum of one multi-tenant pole sign. Properties with 500' or more of road frontage shall be limited to a maximum of two multi-tenant pole signs.

F. Setback Requirements

Multi-tenant pole signs shall have a minimum setback of 5' from the property line, measured from the outermost edge of the sign to the property line.



6.5.9 Projecting Signs

A. Definition (per Section 6.2)- A sign, single- or double-faced, other than a flat wall sign, which is attached to and projects from a building façade.

B. Location Requirements

Zoning Districts. Projecting signs shall only be allowed on properties with zoning designations of multi-family (1, 2, 3), neighborhood commercial, commercial, public, light industrial, and industrial.



C. Area Requirements

The maximum size of the sign face is 30 square feet.

D. Height Requirements & Minimum Clearance

1. The top of the sign shall not be taller than the building.
2. There shall be a minimum clearance of 7' measured between the bottom of the sign and the adjacent grade.

E. Number of signs allowed.

There shall be a maximum of one sign per tenant/business.

F. Setback Requirements

Projecting signs may encroach into the right-of-way up to 5' from the property line, but shall remain at least two 2' away and set back from the constructed roadway.

G. Construction

1. No wooden poles or timbers shall be used. Only sound, straight steel, galvanized or iron pipes in good condition, free from all major flaws and defects and painted with weatherproof paint, are authorized.
2. The crossarms of angle iron for side guys are to be bolted or welded to the pipes in a secure manner, and side guys are to be of galvanized cable.
3. The pipe must extend far enough above the top of the sign to provide space for a suitable headlift, which must be galvanized cable.
4. All pipes must be of sufficient diameter and strength to properly support the weight of the signs which are to be installed on them as follows:

Weight in pounds	Size in inches
Up to 75	3
From 75 to 250	4
From 250 to 325	5
From 325 to 400	6

5. All pipes used for signs weighing in excess of 100 pounds must be of the well-casing type or the equivalent. Lighter weight pipe may be used for signs weighing 100 pounds or less and situated entirely within the property lines. In no case, however, may a sign be supported by a pipe less than three inches in diameter.

6.5.10 Roof Signs

A. Definition (per Section 6.2)- A sign mounted upon, against, or directly above the roof parapet line of a building or structure, or that is wholly dependent upon a building for support, and that projects above the rooftop of a building.



B. Location Requirements

Zoning Districts- Roof signs shall only be allowed on properties with zoning designations of commercial, public, light industrial, and industrial.

C. Construction Requirements

1. Roof signs shall only be constructed of channel letters that are mounted directly to the roof.
2. Roof signs shall not project beyond the roof edge of the building it is mounted to.
3. Adequate provisions shall be made for grounding all metallic parts of all roof signs as a protection against lightning.

D. Area Requirements

Roof signs shall be no larger than 20% of the area of the adjacent building façade.

E. Height Requirements

Roof signs shall be no taller than 8', measured from the portion of the roof of the building or structure over which it is erected to the top of the sign.

F. Number of Signs

Roof signs shall be limited to one per building.

G. Other Restrictions

Painted signs on building roofs shall be prohibited.

6.5.11 Subdivision Entry Signs



A. Definition (per Section 6.2)- A sign located at the entrance of a subdivision that identifies the neighborhood or development and serves as a visual marker for the entry into the subdivision. Subdivision entry signs may include monument signs, walls, structures, or a combination thereof.

B. Location Requirements

Zoning Districts. Subdivision entrance signs are allowed in all zoning districts.

C. Area Requirements

The total combined maximum area of the sign face on each entry sign is 80 square feet. The sign face shall be defined as the portion of the sign that includes the name of the subdivision, including any logos or images associated with the subdivision.

D. Height Requirements

1. Subdivision entry signs and all associated structures shall have a maximum height of 20 feet measured from finished grade to top of structure.
2. The maximum height of sign face shall be 30 inches.

E. Number of Signs Allowed

There shall be a maximum of two subdivision entry signs allowed per entrance into the subdivision.

F. Setback Requirements

1. Subdivision entry signs shall have a minimum setback of 5' from all property lines.
2. Subdivision entry signs shall not encroach into public rights-of-way, private rights-of-way, access easements, utility easements, or drainage easements.

G. Building Materials

Subdivision entry signs must be constructed of masonry, stone, brick, wood or other material that is deemed compatible with surrounding developments by the Director of Planning.

H. Landscaping Requirements

Subdivision entrance signs must provide landscaped area(s) equal to twice the area of sign. Landscaped area(s) shall include shrubs, plants, flowers and/or native ground cover.

I. Construction and Permitting

1. A sign permit shall be required for the sign face, as defined in this section.
2. If a monument sign is constructed as part of the subdivision entry sign, it shall meet the area and height requirements of monument signs per section 6.5.5. A sign permit shall be required for the monument sign.
3. Structures that do not contain copy/letters used for the name of the subdivision will require building permits and shall meet all applicable building code regulations in regard to construction of the structures, including any roof structures.

J. Other Restrictions/Requirements

1. Subdivision entry signs shall not consist of more than two useable sides for copy/lettering/symbols.
2. Subdivision entry signs at roadway intersections, to include roadway intersections with driveways, must be outside of the sight triangle as per the most current AASHTO standards.
3. The perpetual maintenance of subdivision entry signs and the associated landscaped areas shall be owned and maintained by the property owners association (or similar entity) of the subdivision (or similar entity). This shall be referenced in the covenants of the subdivision.

6.5.12 Wall Signs



- A. Definition** (per Section 6.2)- a sign attached to, projected on, or painted on the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of, the sign.
- B. Location Requirements**
Zoning Districts- Wall signs shall only be allowed on properties with zoning designations of multi-family (1,2,3), neighborhood commercial, commercial, public, light industrial, and industrial.
- C. Area Requirements**
The sum of the area of all wall signs on a single side of a building shall not exceed 20 percent of the total area of the building wall that the signs are attached to and/or painted on.
- D. Construction**
 - 1. The frames and panels of wall signs all signs which are to be attached to the wall of a building shall be constructed of wood, metal or other durable materials approved by the building official. Standard sign hooks, expansion bolts or through bolts with the washers on the inside of the wall shall be used, depending on the weight and area of the sign and the condition of the wall to which it is to be attached, as required by the building official. Before the sign can be installed, the commercial sign operator or building owner must ensure that the wall, when the sign is affixed to it, will be able to withstand a wind pressure load of at least 30 pounds per square foot.
 - 2. Wall signs may not project more than 12 inches from the face of the building.

Section 6.6 Signs Exempt from Permitting

6.6.1 Matrix for Signs Exempt from Permitting

The signs listed below in the matrix are exempt from the requirement to obtain a sign permit but shall be required to meet the provisions and regulations as stated in this section.

All exempt signs (permanent and temporary) shall be placed on private property and cannot encroach into the right-of-way.

	TYPE OF SIGN	ZONING DISTRICTS PERMITTED	MAXIMUM AREA	NUMBER OF SIGNS	TIME LIMIT	OTHER
PERMANENT	ATHLETIC SCOREBOARDS	NC / C / P / LI / I	N/A	N/A	N/A	Requires building permit.
	DIRECTIONAL SIGNS	MF1, 2, 3 NC / C / P / LI / I	20 sq feet	1 per street entrance	N/A	Maximum height of 5'; see requirements for internal directional signage.
	OFFICIAL FLAGS (STATE, NATIONAL)	All	N/A	N/A	N/A	Residential: Max. Height of 30'; Non-Residential: Max. Height of 60'
	DECORATIVE FLAGS	All	15 sq feet	C zoning- 1 per 100 feet of street frontage; others- 1 per lot	N/A	Maximum height of 25'.
	MEMORIAL PLAQUES	All	N/A	N/A	N/A	
	WALL MURALS	MF-1, 2, 3 NC / C / P / LI / I	20% of wall	See max. area requirements.	N/A	
TEMPORARY	BANNERS	MF-1, 2, 3 NC / C / P / LI / I	20% of wall / fence	1 per tenant / business	60 days per calendar year	Must be attached to building / fence.
	FEATHER FLAGS	MF-1, 2, 3 NC / C / P / LI / I	N/A	1 per 100 feet of street frontage	Remove after 30 consecutive days	Maximum height of 10'. Setback: 2' from public right-of-way.
	GROUND SIGNS	All	6 sq feet	1 per 100 feet of street frontage	Remove after 30 consecutive days	Staked into the ground or placed within small containers
	INFLATABLES	NC / C / P / LI / I	N/A	1 per tenant / business	Remove after 7 consecutive days	Maximum height of 25'. Must be anchored to building, structure, or the ground
	OFFICIAL / GOVERNMENT SIGNS	All	N/A	N/A	Remove once project / event is completed	
	POLITICAL / CAMPAIGN SIGNS	All	N/A	N/A	Remove after election	Not allowed in public right-of-way
	PORTABLE SIGNS	NC / C / P / LI / I	8 sq feet	1 per lot	30 days per calendar year	Maximum height of 4'. Freestanding, including a-frame and sandwich boards
	REAL ESTATE & CONTRACTOR SIGNS	All	32 sq feet	1 per lot	Remove after sale / rental	

6.6.2 Athletic Scoreboards

- A. Definition** (per Section 6.2)- a structure erected at an athletic field or stadium which is generally used to maintain the score or time expiration for an event at the field or stadium.
- B. Location Requirements**
Zoning Districts- Athletic scoreboards shall only be allowed on properties with zoning designations of neighborhood commercial, commercial, public, light industrial, and industrial.
- C. Permitting Requirements**
An athletic scoreboard is a structure and shall therefore require a building permit prior to construction. A sign permit is not required.
- D. Advertising on Athletic Scoreboards**
Advertising on an athletic scoreboard, including on a digital message board, shall only be exempt from a sign permit if it is directed to face the athletic field for viewing by the spectators at the athletic event. Advertising directed toward a public right-of-way that is intended to be visible by vehicular traffic shall be regulated as a billboard.

6.6.3 Directional Signs

- A. Definition** (per Section 6.2)- An on-premises ground sign that is intended to aid in internal circulation of a site or identify points of ingress and egress.
- B. Location Requirements**
Zoning Districts- Directional signs shall only be allowed on properties with zoning designations of multi-family (1,2,3), neighborhood commercial, commercial, public, light industrial, and industrial.
- C. Area Requirements**
Directional signs shall be a maximum of 20 square feet.
- D. Height Requirements**
Directional signs shall be a maximum height of 5’ above the adjacent grade.
- E. Number of Signs Allowed**
There shall be a limit of one directional sign per street entrance.
- F. Other Allowances and Exemptions.**
Internal directional signage that directs traffic throughout a site shall not be limited in number, but each sign shall have a minimum setback of 20’ from the property line and shall have a maximum area of 15 square feet.



6.6.4 Official Flags

- A. Definition** (per Section 6.2)- The official, authentic flag of a government or political subdivision, such as a state or national flag.
- B. Location Requirements**
Zoning Districts- Official flags are allowed in all zoning districts.
- C. Height Requirements**
The maximum height of the flagpole shall be 30’ on residentially zoned properties and 60’ on non-residential zoned properties.
- D. Construction and Permitting- Flagpoles**
Flagpoles that are taller than 30’ shall require a building permit.

6.6.5 Decorative Flags

A. Definition (per Section 6.2)- A piece of fabric in the shape of a flag attached to a pole that contains designs or images that are used as symbols, decorations, or advertisements. Decorative signs often display logos, business names, or other images that attract attention to a business or activity.

B. Location Requirements

Zoning Districts- Decorative flags are allowed in all zoning districts.

C. Area Requirements

The maximum size of the sign face shall be 15 square feet.

D. Height Requirements

The maximum height of a decorative sign shall be 25' measured from the adjacent grade.

E. Number of Signs Allowed

In commercial zoning districts there shall be a limit of one decorative flag per 100 feet of street frontage. In all other zoning districts, there shall be a limit of one decorative flag per lot.



6.6.6 Memorial Plaques

A. Definition (per Section 6.2)- A decorative plate or stone with writing on it that honors a person, event or occasion. Memorial plaques are affixed to a wall or other structure to remind people of an important person or event.

B. Location Requirements

Zoning Districts- Memorial plaques are allowed in all zoning districts.

C. Area Requirements

N/A

D. Height Requirements

N/A

E. Number of Signs Allowed

N/A

6.6.7 Wall Murals

A. Definition (per Section 6.2)- Artwork painted directly onto a wall or fence that is intended as a decorative feature. Logos, trademarks, and icons may be incorporated into the artwork but shall not exceed more than 20% of the wall area. Telephone numbers, addresses, and other advertising messages are not allowed.

B. Location Requirements

Zoning Districts- Wall murals shall only be allowed on properties with zoning designations of multi-family (1,2,3), neighborhood commercial, commercial, public, light industrial, and industrial.



C. Area Requirements

The maximum size of any logos, trademarks, and icons incorporated into the artwork shall not exceed more than 20% of the total area of the wall or fence that the mural is painted on.

D. Height Requirements

N/A

E. Number of Signs Allowed

N/A

6.6.8 Banners



A. Definition (per Section 6.2)- A long strip of cloth or other suitable material with printed words, logos, or images intended to advertise a business or activity.

B. Location Requirements

Zoning Districts- Banners shall only be allowed on properties with zoning designations of multi-family (1,2,3), neighborhood commercial, commercial, public, light industrial, and industrial.

C. Area Requirements

The maximum area of a banner shall not exceed more than 20% of the total area of the building wall or fence that the banner is attached to.

D. Height Requirements

N/A

E. Number of Signs Allowed

There shall be a limit of one banner per business/tenant.

F. Time Limit

A banner shall be limited in use to 60 calendar days per year at each business/tenant location.

G. Other Restrictions/Requirements

Banners are temporary wall signs. All banners shall be securely attached to a building or fence. Banners shall not be attached to poles, ground stakes, or other supports.

6.6.9 Feather Flags

A. Definition (per Section 6.2)- A temporary sign composed of durable lightweight fabric with a sturdy frame enclosing only a portion of the material. A feather flag is designed to flow in the wind and is mounted on a pole that is driven into the ground for support or supported by an individual stand.

B. Location Requirements

Zoning Districts- Feather flags shall only be allowed on properties with zoning designations of multi-family (1,2,3), neighborhood commercial, commercial, public, light industrial, and industrial.

C. Area Requirements

N/A

D. Height Requirements

The maximum height of a feather flag is 10' measured from the adjacent grade.



E. Number of Signs Allowed

There shall be a limit of one feather flag per 100' of street frontage.

F. Setback Requirements

Feather flags shall have a minimum setback of 2' from the property line. No part of the sign shall encroach into the adjacent public right-of-way.

G. Time Limit

Feather flags shall be limited in use to 30 consecutive days per sign.

H. Other Requirements

Feather flags shall be properly driven into the ground to withstand wind conditions or be properly anchored on an individual stand that can withstand wind conditions.

6.6.10 Ground Signs

A. Definition (per Section 6.2)- A temporary sign supported by stakes driven into the ground.

B. Location Requirements

Zoning Districts- Ground signs shall be allowed in all zoning districts.

C. Area Requirements

The maximum area of a ground sign shall not exceed 6 square feet.

D. Height Requirements

N/A

E. Number of Signs Allowed

Multi-family and non-residential zoning districts- There shall be a limit of one ground sign per 100 feet of street frontage.

F. Time Limit

In multi-family and non-residential zoning districts, ground signs shall be limited in use to 30 consecutive days per sign.

G. Other Restrictions and Requirements

1. Ground signs shall be staked directly into the ground or placed within small containers or planters on the ground.
2. Ground signs shall not be placed in the public right-of-way, including any signs placed in small containers or planters.
3. Ground signs shall not be made of cloth.
4. Banners shall not be allowed as ground signs. Banners are only allowed as temporary wall signs. All banners shall be securely attached to a building or fence. Banners shall not be attached to poles, ground stakes, or other supports.



6.6.11 Inflatable Signs

A. Definition (per Section 6.2)- A temporary sign made of a flexible material inflated with air that advertises or promotes events, sales, or businesses.

B. Location Requirements

Zoning Districts- Inflatable signs shall only be allowed on properties with zoning designations of neighborhood commercial, commercial, public, light industrial, and industrial.

C. Area Requirements

N/A

D. Height Requirements

There shall be a maximum height of 25’ measured from the bottom of the sign to the top of the sign.

E. Number of Signs Allowed

There shall be a limit of one inflatable per tenant/business.

F. Time Limit

Inflatables shall be limited in use to 7 consecutive days per sign.

G. Other Requirements & Exceptions

1. Inflatables shall be anchored into the ground or securely attached to a building or structure in order to withstand wind conditions.
2. Seasonal inflatables located on properties with existing residences shall not be regulated.

6.6.12 Official Government Signs

A. Definition (per Section 6.2)- A temporary or permanent sign erected and maintained by a governmental agency for the purpose of directing, regulating, warning, informing, or guiding the general public. Governmental signs include traffic signs, warning signs, or any signs indicating public works projects, public service or other programs or activities conducted or required by any governmental agency.

B. Location Requirements

Zoning Districts- Official government signs are allowed in all zoning districts and within the public right-of-way as necessary and allowed by the governing authority of the right-of-way.

C. Area Requirements

N/A

D. Height Requirements

N/A

E. Time Limit

Signs shall be removed at the end of the project as applicable.

F. Other Restrictions/Requirements

All other signs erected by governmental entities to identify governmental buildings and/or properties, public spaces, etc., including but not limited to pole signs, wall signs, and monuments signs, shall meet the requirements of the applicable section of this chapter.



6.6.13 Political/Campaign Signs

A. Definition (per Section 6.2)- A temporary sign in connection with any local, state, or national election.

B. Location Requirements

Zoning Districts- Political/campaign signs are allowed in all zoning districts, but cannot be placed within a public right-of-way.

G. Area Requirements

N/A

H. Height Requirements

N/A

I. Time Limit

Signs shall be removed at the end of the election.

6.6.14 Portable Signs



A. Definition (per Section 6.2)- A sign constructed on wheels, casters, skids or otherwise designed to be movable for one location to another, including a-frame and sandwich signs.

B. Location Requirements

Zoning Districts- Portable signs shall only be allowed on properties with zoning designations of neighborhood commercial, commercial, public, light industrial, and industrial.

C. Area Requirements

The maximum area of a portable sign shall not exceed 8 square feet.

D. Height Requirements

There shall be a maximum height of 4' measured from the adjacent grade.

E. Number of Signs Allowed

There shall be a limit of one portable sign per lot.

F. Time Limit

Portable signs shall be limited in use to 30 calendar days per year for each lot.

6.6.15 Real Estate & Contractor Signs

A. Definitions (per Section 6.2)- A real estate sign is a temporary sign advertising the real estate upon which the sign is located. Real estate signs typically advertise the rent, lease, or sale of the real estate, but may also advertise the future development of a property/site. A contractor sign is a temporary sign located at an active construction site to inform the public of the name of the project, name of the contractor, or similar information.

B. Location Requirements

Zoning Districts- Real estate and contractor signs shall be allowed in all zoning districts.

C. Area Requirements

The maximum area of a real estate or contractor sign shall not exceed 32 square feet.

D. Height Requirements

N/A

E. Number of Signs Allowed

There shall be a limit of one real estate or contractor sign per lot.

F. Time Limit

Real estate and contractor signs shall be removed once the property is rented, leased, or sold; or when the construction of the project is complete.

6.6.16 Other Exempt Signs

A. Signs not exceeding 15 square feet of facing composed of durable materials that are securely affixed to a building or other permanent structure and having a frame or trim not more than three inches wide. This subsection shall not apply to any signs erected in the downtown historic district.

B. Garage and state sale signs are exempt from sign permits and shall be regulated in accordance with Section 78-30 of the Seguin Code of Ordinances.

Section 6.7 Prohibited Signs

- A. All signs not specifically authorized herein are prohibited.
- B. The designated city official shall have the authority to remove any sign in violation of this ordinance which is not permanently affixed to the ground.
- C. The following signs are specifically prohibited:
 - 1. Signs placed on or affixed to vehicles, trailers, tractor trailers, storage containers, or any nonpermanent structure and/or fence that are parked or stored on a private property, public property, or in a public or private right-of-way where the purpose of the sign is to advertise a product or service.
 - 2. Signs attached to utility poles or other surfaces which are not the property of the utility company or serve a public purpose located within a public right-of-way or easement.
 - 3. Signs erected, maintained or painted upon any tree, rock or other natural feature.
 - 4. Freestanding banners that are not affixed to a permanent structure or fence.

Section 6.8 Sign Regulations in the Downtown Historic District (DHD)

The purpose of this section is to regulate signage and to enhance the architecture of the downtown historic district. All signs in the downtown historic district shall be designed, constructed and affixed to promote and not visually obscure the significant architectural features of the district and its buildings. Signs shall not be positioned in a way which obscures or physically interferes with a traffic sign, signal device or a driver’s view of approaching, merging, or intersecting traffic.



6.8.1 Special Restrictions

The following special restrictions shall apply in the downtown historic district in the city.

- A. Billboards, monuments, and pole signs are prohibited.
- B. Permanent signs shall not be constructed of plastic, coroplast or banner material.
- C. No sign shall be erected, constructed, placed, attached, located, hand carried or displayed by any means unless the sign relates to or advertises a legitimate business conducted in or on the premises to which the sign adjoins.
- D. Exterior lighting for signage shall be a steady light concealed by a hood.
- E. Daylight fluorescence pigmented materials or paints are prohibited.
- F. Except for donor plaques, advertising on planters, trash receptacles, park benches or other street amenities are prohibited.
- G. No building may have signage on more than two facades.

6.8.2 Continued Use of Nonconforming Signs

In the event of a change or alteration in a sign beyond normal maintenance and upkeep, the entire sign must be brought into compliance.

6.8.3 Abandoned Signs

The sign is considered abandoned, in accordance with the definition of an abandoned sign is Section 6.2, for a period of 6 months or more.

6.8.4 Removal of Abandoned, Illegal and Nonconforming Signs

Abandoned signs, illegal signs, and signs that have lost their nonconforming designation and have not been brought into compliance shall be removed within 30 days of receiving official notice from the city to remove the sign.

6.8.5 Permanent Signs Matrix (DHD)

The signs listed below in the Permanent Signs Matrix are required to meet the provisions and regulations of this Ordinance, including the requirement to obtain a sign permit.

	TYPE OF SIGN	MAXIMUM AREA	MAXIMUM HEIGHT	NUMBER OF SIGNS	TIME LIMIT	OTHER
PERMANENT	CANOPY SIGNS	20% per canopy side	4 feet above canopy	See Max. Area Requirements	N/A	
	OVERHANGING AWNING SIGN	12 sq feet	N/A	1 per tenant / business	N/A	Minimum clearance of 7' measured from the ground
	PROJECTING SIGNS	30 sq feet	Up to building height	1 per tenant / business	N/A	May encroach 5' into the ROW, but must be set back 2' from the constructed roadway
	ROOF SIGNS	20% of building facade	8 feet	1 per building	N/A	Channel letters only
	WALL MURALS*					Approval from Main St Director
	WALL SIGNS	10% per wall side, not to exceed 50 sq ft	N/A	See Max. Area Requirements	N/A	Projecting no more than 1' from building
	WINDOW PAINTINGS	20% per window area	1 foot for words / characters	See Max. Area Requirements	N/A	

***Wall Murals**

All murals painted on the building façade in the must first obtain approval from the Main Street Director. Murals must be visually appealing, enhance the architecture of the downtown historic district, and must be designed to promote and not visually obscure the significant architectural features of the district and its buildings.

6.8.6 Temporary Signs Matrix - Exempt from Permitting (DHD)

The signs listed below in the matrix are exempt from the requirement to obtain a sign permit but shall be required to meet the provisions and regulations as stated in this section.

	TYPE OF SIGN	MAXIMUM AREA	MAXIMUM HEIGHT	NUMBER OF SIGNS	TIME LIMIT	OTHER
TEMPORARY	BANNERS	30 sq ft	N/A	1 per tenant / business	Remove after 30 consecutive days	Must be removed within 10 days of expiration of the special event, promotion or holiday
	INFLATABLES	N/A	25 feet	1 per tenant / business	Remove after business hours	Minimum clearance of 4' must be maintained on the sidewalk for pedestrian access
	FEATHER FLAGS	N/A	N/A	1 per tenant / business	Remove after 30 consecutive days	Must be removed within 10 days of expiration of the special event, promotion or holiday
	PORTABLE SIGNS	8 sq ft	N/A	1 per tenant / business	Remove after business hours	Minimum clearance of 4' must be maintained on the sidewalk for pedestrian access. Freestanding, including a-frame & sandwich boards.
	REAL ESTATE SIGNS	16 sq ft	N/A	N/A	Remove after 30 consecutive days	May exceed the 30 day limit if maintained in good repair
	WINDOW PAINTINGS	N/A	N/A	N/A	Remove after 30 consecutive days	Must be removed within 10 days of expiration of the special event, promotion or holiday

6.8.7 Variance

- A. An applicant that is eligible may apply for a variance under this section to the Historic Preservation Officer and make payment of the application fee as set forth in the Fee Schedule as adopted in Exhibit C of the Seguin Code of Ordinances.
- B. The Historic Preservation Officer & Historic Design Review Committee may approve the request, approve the request with conditions, or deny the request. The Historic Preservation Officer & Historic Design Review Committee shall consider the health, safety, and welfare of the public and the equities of the situation to determine if it is in the best interest of the community to grant the variance and shall only prescribe conditions that it deems necessary or desirable to the public interest.

6.8.8 Appeal

An applicant may appeal against an adverse decision by the Historic Preservation Officer & Historic Design Review Committee to the Seguin City Council. The City Council shall conduct a public hearing prior to deciding on the appeal. All property owners within 200' of the lot on which the sign is located shall be notified of the public hearing to be held for the requested appeal by standard mail.

6.8.9 Use of Period Light Poles in the Downtown Historic District.

- A. The city has installed several period light poles throughout the downtown historic district. In keeping with the aesthetics of the downtown district, the period light poles may be used by nonprofit organizations for the promotion of local history or events of interest to the public.
- B. Permit application.
 - 1. An application to use the period light poles, along with any fee set out in Appendix C of this Code, shall be submitted to the Main Street Office at least one month before the date any material is to be installed. The nonprofit organization and city will work together on installation of promotional materials.
 - 2. Use of light pole locations may be reserved up to 12 months in advance by filling out a application form with the Main Street Office and prepaying the installation fee.
 - 3. In line with the historic nature of the period light poles and the historic district additional stipulations may be required for use of the period light poles, including review and approval of the use by the historic preservation and design review committee.
 - 4. No organization may use the period light poles during the holiday season from November 10 through January 31 of each year.
 - 5. The city has priority to use period light poles for promotion and can remove a nonprofit organization's promotional materials from one or more period light poles at any time.
 - 6. Only one organization can use a period light pole at a time.
- C. Placement of different promotional material on period light poles.
 - 1. Promotion of Seguin history and heritage can be displayed for up to nine months of the year. Promotional material can be installed starting February 1 and can remain until October 31.
 - 2. Promotion of events may be installed up to 14 days before an event and remain until the event ends. The promotion shall be removed no later than five days after the event.
 - 3. When promotional items are removed, the applicant is responsible for picking up the items from the City of Seguin Parks Department or Main Street Program within ten working days of the removal date. A late fee, as set out in Appendix C, will be charged for items left after the ten-day period. Unclaimed items will be disposed of 30 days after the removal date.
 - 4. The City of Seguin is not responsible for any materials that are lost, stolen, or damaged.

Section 6.9 Nonconforming, Abandoned & Illegal Signs

6.9.1 Continued use of Nonconforming Signs

- A. Definition.** A nonconforming sign, also known as a grandfathered sign, as defined in Section 6.2, is a permanent sign which was legally erected in accordance with the sign regulations of the City of Seguin effective at the time the sign was erected but which does not conform to the current regulations of this section.
- B. Continued Use.** Nonconforming signs may continue in use for the remainder of their structurally useful economic life in accordance with the regulations of this section, but shall not be re-erected, reconstructed, or rebuilt except in full compliance and conformance with the most current sign regulations.
- C. Temporary Signs.** Temporary signs do not qualify for a nonconforming designation and must be removed or brought into full compliance with the most current sign regulations.

6.9.2 Loss of Nonconforming Designation

A nonconforming sign shall immediately lose its nonconforming designation and must be removed or brought into full compliance with the most current sign regulations if:

1. The sign structure is replaced; this shall not prevent the replacement of the face(s) to accommodate a new business, express a different image, or upgrade conditions;
2. The sign is relocated;
3. The sign is abandoned, in accordance with the definition of an abandoned sign in Section 6.2, for a period of six months or more;
4. The sign advertises an establishment that has discontinued its operation for a period of two (2) years or longer;
5. The sign is damaged or structurally altered to an extent greater than 50 percent of the current estimated replacement value;
6. All buildings or structures on the property have been demolished or removed, making the sign an off-premises sign (billboard), for a period of one year or more; or
7. The sign endangers the public by presenting a visual obstruction to traffic or poses a significant risk of collapse.

6.9.3 Bringing Nonconforming Signs into Compliance

Signs that have lost their nonconforming designation and have not been removed must be brought into compliance as follows:

1. An application for a sign permit must be submitted within 30 days of receiving official notice from the city.
2. All repairs and improvements necessary to bring the sign into full compliance shall be completed and inspected within 90 days of the issuance of the sign permit.

6.9.4 Abandoned Signs

An abandoned sign, as defined in section 6.2, is a sign that no longer displays a legible message or advertisement on the sign face. This shall include a blank sign face, an empty frame without a sign face, a sign which has been painted to cover the advertisement, or a sign face that is no longer legible due to fading or damage.

6.9.5 Removal of Abandoned, Illegal and Nonconforming Signs

Abandoned signs, illegal signs, and signs that have lost their nonconforming designation and have not been brought into compliance under the current sign regulations in the time specified under this section shall be removed within 30 days of receiving official notice from the city to remove the sign.

Section 6.10 Violations, Enforcement, & Remedies

6.10.1 Compliance Required

No person shall erect, construct, reconstruct, alter, repair, locate or relocate a sign, or remove or demolish an off-premises or on-premises sign except in accordance with the provisions of this chapter, and failure to comply with this chapter shall constitute a violation of this code. All violations of the Unified Development Code shall be subject to the enforcement and remedies as identified in Section 1.1.9 of the UDC.

6.10.2 Signs constituting a nuisance; abatement

- A. Any sign erected, altered, used or maintained in violation of this chapter shall constitute a public nuisance.
- B. If the owner or operator fails to remove a sign within 30 days after being notified in writing, it may be removed by the city at the expense of the owner or the person erecting, using or maintaining it. Any sign so removed shall be stored or impounded and shall not be returned to the owner until all applicable charges are paid. If any sign remains unclaimed for a period of 30 days after its removal or if the removal and storage costs are not paid within the 30-day period, the city may destroy, sell or otherwise dispose of the sign.
- C. In lieu or removal of the sign, the City of Seguin may institute any appropriate action or proceeding to correct or abate such violation as allowed in Section 1.1.9 of the UDC.

Section 6.11 Variances

6.11.1 Applicability

The Planning & Zoning Commission has the authority to grant a variance to the following sign regulations:

- 1. Sign Height, up to an increase of 20% of the maximum allowed
- 2. Sign Area, up to an increase of 20% of the maximum allowed
- 3. Number of signs allowed
- 4. Setbacks from property lines

6.11.2 Procedure for Requesting Variance

An applicant that is eligible to apply for a variance under this section to the City of Seguin and make payment of the application fee as set forth in the Fee Schedule as adopted in Exhibit C of the Seguin Code of Ordinances.

6.11.3 General Process

The Planning and Zoning Commission shall hold a public hearing to consider the applicant's request for a sign variance. All property owners within 200' of the lot on which the sign is located shall be notified of the public hearing by standard mail.

6.11.4 Criteria for Approval

Following a public hearing, the Commission may approve the request, approve the request with conditions, or deny the request. The Commission shall consider the health, safety, and welfare of the public and the equities of the situation to determine if it is in the best interest of the community to grant the variance, and shall only prescribe conditions that it deems necessary or desirable to the public interest.

6.11.5 Appeal

An applicant may appeal against an adverse decision by the Planning and Zoning Commission to the Seguin City Council. The City Council shall conduct a public hearing prior to deciding on the appeal. All property owners within 200' of the lot on which the sign is located shall be notified of the public hearing to be held for the requested appeal by standard mail.



PLANNING & CODES

Planning and Zoning Commission Report Amendments to the City of Seguin Unified Development Code, Adding Chapter 6 – Sign Regulations.

Pamela Centeno, Director of Planning & Codes, presented the proposed Chapter 6 of the UDC- Sign Regulations. She presented the significant changes from the existing sign regulations in Chapter 82 to the proposed regulations in Chapter 6.

The Commission and staff discussed the specific regulations for permanent and temporary signs as well as the regulations for signs within the Downtown Historic District. The Commission discussed minor changes to the requirements for temporary signs in the Downtown Historic District, specifically the number of temporary signs allowed and the size of real estate signs.

The regular meeting recessed, and a public hearing was held. There being no responses from the public, the regular meeting was reconvened for action.

Commissioner Silvius moved that the Planning and Zoning Commission recommend approval of the amendments to the UDC to include the following:

- Changing the number of decorative signs allowed to 1 per 100' of frontage for commercial-zoned lots and one per lot for all other zoning districts.
- Changing "pennant" flags to "feather" flags in the chart for temporary signs in the Downtown Historic District.
- Allowing one sign per business/tenant for banners, inflatables, feather flags, and portable signs in the Downtown Historic District.
- Increasing the maximum size of a real estate sign in the Downtown Historic District from 15 sq ft to 16 sq ft, which is a very common size for a real estate sign.

Commissioner Pedigo seconded the motion. The following vote was recorded:

RECOMMENDATION TO APPROVE AMENDMENTS TO THE UDC TO ADD CHAPTER 6- SIGN REGULATIONS.

MOTION PASSED

8-0-0


Francis Serna, Recording Secretary


ATTEST: Pamela Centeno, Director of Planning & Codes

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 a professional services agreement in the amount of \$299,916.00 with TRC Engineers, Inc. for engineering services related to the Ground Water / Surface Water Interconnect Project

Date: April 1, 2025

Historical Background

The Ground Water / Surface Water Interconnect Project includes a new 18-inch water line to connect to the existing 18-inch surface water line near New Braunfels Street and 8th Street. This project also includes a new 18-inch water line from the existing 18-inch surface water line near Jalisco Street to the existing 16-inch ground water line at Fleming Drive. This project will connect the Surface Water System to the Lower Pressure Plane and provide the ability to transfer water supplies within the distribution system. At the request of the City, TRC Engineers, Inc., prepared a professional engineering services proposal for the design, bidding, and construction phase services for this project.

Action Requested

Consider a resolution authorizing a professional engineering services proposal for approximately 3,900 LF of 18-inch water main and other appurtenances.

Procurement Methodology & Funding Source

TRC provided the City’s Utilities Department with a professional engineering services proposal in the amount of \$299,916.00 for project management, engineering design services, bidding phase, construction phase, and project close out services for the 18-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 that the amendment be approved in a not to exceed amount of \$299,916.00.

ATTACHMENTS

1. Resolution – Professional services agreement related to the Ground Water / Surface Water Interconnect Project
2. TRC Engineers Ground Water / Surface Water Interconnect Project Engineering Services Proposal

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$299,916.00 WITH TRC ENGINEERS, INC. FOR ENGINEERING SERVICES RELATED TO THE GROUND WATER SURFACE WATER INTERCONNECT PROJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the ground water / surface water interconnect will connect the surface water system to the lower pressure plane; and

WHEREAS, this will provide the City with the ability to transfer water supplies between the two distribution systems; and

WHEREAS, a professional services proposal was obtained from TRC Engineers, Inc. for project management, engineering design services, bidding phase, construction phase, and project close out services; and

WHEREAS, City staff recommend approving the professional services proposal in the amount of \$299,916.00 submitted by TRC Engineers, Inc.; 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 professional services proposal in the amount of \$299,916.00 submitted by TRC Engineers, Inc.

Part 2. The City Council finds that TRC Engineers, Inc. is an appropriate professional service provider for the Project based on its demonstrated competence and qualifications, and that the proposed price for this Project is fair and reasonable.

Part 3. The City Manager is authorized to execute the professional services agreement with TRC Engineers, Inc., for the engineering services related to the Ground Water / Surface Water Interconnect Project.

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

PASSED AND APPROVED this 1st day of April 2025.

DONNA DODGEN, MAYOR

ATTEST:

Kristin Mueller
City Secretary

March 20, 2025

Mr. Tim Howe, Director of Utilities
Ms. Terri Lynn Ruckstuhl, Senior Utilities Engineer
City of Seguin
P.O. Box 591
Seguin, Texas 78156-0591

**RE: Ground Water/Surface Water Interconnect Project
Engineering Services Proposal**

Dear Mr. Howe and Ms. Ruckstuhl:

At the request of the City of Seguin, TRC Engineers, Inc. (TRC) has prepared this proposal for professional engineering services for the Ground Water/Surface Water Interconnect Project.

PROJECT DESCRIPTION

The project description and limits are as follows:

1. An 18" PVC water main beginning with a connection to the proposed 20" ductile iron water main on north side of Union Pacific Railroad and New Braunfels St extending north toward IH-10 then east crossing 8th Street, connecting to proposed 18" PVC water main that is part of the Groundwater/Surface Water Line Loop project, for a total length of approximately 3,900 linear feet.
2. Five (5) isolation butterfly valves.
3. Nine (9) fire hydrants with 6" PVC piping and isolation valves.
4. Connections to the proposed West Booster 20" ductile iron water main and proposed Groundwater/Surface Water 18" PVC water main.
5. Bore under 8th Street.

SCOPE OF WORK

TRC will perform the following Scope of Work:

A. Topographical Survey

1. Acquire field topographical data for the design portion of the project, 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).

2. Set horizontal and vertical primary control points.
 - a. Primary control points shall be set at an approximate spacing of 500 ft. 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.
 - 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. 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 station 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.
4. 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.
5. Provide survey field notes for:
- a. A maximum of three (3) land acquisitions including permanent easement and construction access (two sets of field notes for each property), to include ownership/existing easement title work.
6. Existing Buried Utility Locates
- a. Provide field locates (horizontal and vertical location) of existing buried utilities using non-destructive, hydro/vacuum excavation.
 - b. TRC's cost includes a maximum of six (6) hole locations, each with a maximum depth of ten (10) feet. The work is to be performed in one (1) mobilization.
 - c. TRC's surveyor will be present to shoot the encountered utilities.
 - d. Costs do not include traffic control.
 - e. Utility locates are assumed to be outside the pavement and TRC's cost does not include pavement repair.

B. Environmental

TRC will perform the following Environmental Scope of Work:

Task 1: Cultural Resources Desktop Study and Texas Historical Commission (THC) Coordination

TRC will perform a desktop-level review to identify existing conditions, previous cultural resource investigations and documented cultural resources within 1.6 km (1.0 mile) of the Project Area or area of potential effect (APE). TRC will conduct an archeological file search using the Texas Historical Commission (THC) Archeological Sites Atlas (THC Atlas) to compile current information on recorded cultural resources. TRC will review appropriate data sets to determine the potential for undocumented resources to be present within or immediately adjacent to the Project Area. Data reviewed may include but are not limited to the following: Current and historic aerial imagery, USGS topographic maps, Sanborn maps, USGS NHD data, NRCS Soil Survey data, cemetery records, and other readily available cultural and archaeological resources

and data. The results of the desktop-level study will be summarized in a Cultural Resources Desktop Study Report and submitted to the THC to initiate Project Review and determine what level of cultural resources investigations may be required.

Task 2: Wetlands and Other Waters and Protected Species Desktop Review

The Project may be subject to regulation by the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act if Waters of the United States (WOTUS) are present on-site and impacts to them cannot be avoided. The Endangered Species Act protects plants and animals that are listed as endangered or threatened by the USFWS and the National Marine Fisheries Service (NMFS). Bald and Golden Eagles are federally protected under the Bald and Golden Eagle Protection Act (BGEPA) and over 1,000 species of migratory birds are federally protected under the Migratory Bird Treaty Act (MBTA). Texas state laws and regulations provide additional protections to state listed species listed by the TPWD.

To facilitate Project planning and environmental due diligence and compliance with applicable federal laws and regulations protecting WOTUS and federal and state laws and regulations protecting plants and animals, TRC will perform a desktop-level review to assess the Project's potential for impacting potentially jurisdictional WOTUS and protected species and/or their habitat(s). The desktop review will include review of readily available data and resources including, but not limited to, the following:

- Current and historic aerial imagery,
- U.S. Geological Survey (USGS) topographic maps,
- USGS National Hydrography Dataset (NHD) data,
- U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) data,
- U.S. Department of Agriculture (USDA) – Natural Resources Conservation Service (NRCS) soil survey data,
- Federal Emergency Management Agency (FEMA) flood hazard maps and data,
- USFWS Information for Planning and Consultation (IPaC) project planning tool,
- Texas Parks and Wildlife Department (TPWD) Annotated County Lists of Rare Species,
- TPWD Texas Natural Diversity Database (TXNDD), and
- Other readily available resources and data.

Task 3: Site Visit

Following the background desktop-level data review (Task 2), a TRC biologist (1) will conduct an in-person site visit to confirm and verify the findings of the desktop review. During the site visit, the TRC biologist will document on-site conditions, the presence/absence of any on-site aquatic resources, and the presence/absence of potentially suitable protected species habitat(s).

Task 4: Summary Memo of Findings and Regulatory Considerations

Following the Site Visit (Task 3), TRC will prepare a memorandum summarizing the results of the desktop review and site visit. The memo will address any regulatory considerations that may be applicable to the Project and will include TRC's recommended next steps, if necessary. If additional services are identified as necessary, TRC will prepare a separate SOW and cost estimate for additional services, if requested. TRC will provide a draft TRC Summary Memo of Findings and Regulatory Considerations for DMS and/or the City of Seguin to review in electronic PDF format and will provide one (1) round of edits following receipt of review comments to produce a final Summary Memo of Findings and Regulatory Considerations.

C. Engineering

1. Attend design kickoff meeting with the City personnel to discuss project goals and milestones.
2. Determine pipeline routing conflicts including franchise utility conflicts. Acquire information from the franchise utilities (gas, telephone, cable, electrical, 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.
3. Prepare preliminary site routing with landowner property designations.
4. Prepare opinion of probable project cost, with unit costs based on recent projects bid within the area, including discussions with contractors and pipe vendors on any expected cost fluctuations.
5. Attend a maximum of three (3) design meetings with City Staff throughout the design process.

D. Permitting

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

E. Construction Documents

1. Prepare construction documents for the proposed project, consisting of:
 - a. Technical specifications, bidding and contract documents.
 - b. General sheets, including general construction notes.
 - c. Water pipeline plan and profile drawing sheets.
 - d. Phased traffic control plan to maintain traffic during construction, if required.
 - e. Erosion control plan.
 - f. Standard Construction Details.
 - g. Miscellaneous details.
2. Submit 60%, 90% and 100% construction documents to City for review/approval, and meeting with City Staff to discuss each.
3. Provide final set of construction documents for bid.

F. Bidding Support

1. Organize and participate in construction pre-bid meeting.
2. Address contractor questions during the bidding process and submit bid addendums as applicable.
3. Assist the City in bidding process including preparation of advertisement document, opening and tabulation of bids, and award recommendation letter.
4. Attend City Council meeting for construction award.
5. Prepare construction contract documents.

G. Construction Support

1. Organize and conduct the pre-construction meeting.
2. Provide contractor correspondence, submittal review, request for information review, and pay request review.
3. Organize and attend monthly construction meetings and/or periodic construction inspections (maximum of 6) and provide meeting minutes.
4. Organize and attend final inspection and prepare contractor punch list.
5. Prepare documents for project closeout including certificate of construction completion, which will set the construction warranty period.

6. Prepare record drawings based on information provided by the Contractor (3 sets of hard copies and one electronic copy PDF). TRC will not validate as-built conditions.

H. Construction Inspection

1. TRC will provide periodic construction inspection of the project by registered professional engineer at one (1) time per month for a maximum of four (4) hours per day for six (6) months after the start date of the project, for a maximum total of six (6) inspections.
2. Construction inspection is included as a separate cost in the Compensation for Services provided below, and is described as follows:
 - a. Services will be provided for a consecutive 6-month construction period.
 - b. Services assume a maximum 8 hours per work week, Monday through Friday.
 - c. TRC's on-site inspector will not be a registered professional engineer but will have communication with the registered senior design engineer responsible for the project.

ASSUMPTIONS

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

1. Where necessary, the City will be responsible for arranging property access prior to commencement of the field survey and/or environmental investigations for properties not located within City right-of-way. TRC will not perform any field investigation on properties where access has not been granted.
2. Subsurface Utility Engineering 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 TRC up to notification of change of schedule or "hold" status will be billed to the City. Additional fees that TRC 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 one (1) bid/construction project.
5. The 8th Street bore will be installed by the Jack-and-bore method with steel casing pipe.

6. Right-of-way services is based on completing 30-year titles.
7. TRC's effort and costs for construction administration services are based on a six (6) month construction project duration, starting from the date of the Contractor's notice to proceed. If the construction period extends beyond this time period, TRC may request additional compensation.
8. TRC's standard specification and drawing format will be used.

Environmental scope of work (SOW) assumptions are as follows:

1. TRC assumes funding for the Project is from private sources and there are no state or federal funding sources.
2. TRC assumes the Project is not located on and does not cross any federal property.
3. TRC anticipates the site visit (Task 3) will require one (1) day to complete by one (1) TRC biologist during one (1) mobilization event, plus travel. Should the on-site fieldwork require additional mobilization events due to circumstances outside of TRC's control (e.g., lack or denial of access to the Project Area; request of additional services outside of this SOW; changes to the Project design plans or the Project Area; unforeseen travel circumstances; severe/inclement weather prohibitive of travel or completing field work; etc.), TRC will prepare a separate SOW and cost estimate for additional services.
4. TRC will provide one (1) electronic PDF draft version of all report deliverables described in this SOW for review by the City and will provide one (1) round of edits following receipt of review comments to produce final PDF versions of report deliverables.
5. No additional environmental services or studies (e.g., ASTM Phase I Environmental Site Assessment; species-specific surveys; biological monitoring; on-site cultural resources surveys; etc.) beyond those specifically outlined in this SOW will be performed. Should additional environmental services be required or requested, TRC will prepare a separate SOW and cost estimate for additional services not outlined in this SOW.
6. This SOW does not include migratory bird nesting surveys. Should the project need to clear vegetation between March 15 and September 15, migratory nesting bird surveys may be necessary to facilitate compliance with the Migratory Bird Treaty Act. If requested, TRC will prepare a separate SOW and cost estimate for additional services.
7. This SOW does not include any agency coordination/consultation beyond that which is specifically outlined in this SOW. If requested, TRC will

prepare a separate SOW and cost estimate for additional services.

8. This SOW assumes that no impacts to potentially jurisdictional WOTUS would occur; therefore, no Section 404 permit would be required. If impacts to jurisdictional WOTUS cannot be avoided, TRC will prepare a separate SOW and cost estimate to provide efforts for a Section 404 permit application.
9. This SOW assumes the project footprint would avoid the USACE Section 408 Reforestation Area immediately east of the proposed alignment; therefore, not requiring USACE Section 408 coordination. If the USACE Section 408 Reforestation Area cannot be avoided, TRC will prepare a separate SOW and cost estimate to provide Section 408 coordination.
10. This SOW does not include tribal coordination. If the Project requires tribal coordination, TRC will prepare a separate SOW and cost estimate for additional services.
11. If the City would like to receive written confirmation from the USACE on the jurisdictional status of waters present within the Project Area, an Approved Jurisdictional Determination from the USACE Fort Worth District would be necessary. This service is not included in this SOW. If requested, TRC will prepare a separate SOW and cost estimate for additional services.
12. TRC will have timely, complete, and unobstructed access to the Project Area. Access to the Project Area will be coordinated by the City. Where necessary, the City will be responsible for arranging property access prior to commencement of on-site work for properties not located within public ROW. TRC will not perform any on-site work on properties where access has not been granted.

EXCLUSIONS

The following items are specifically excluded from the scope of work:

1. Any services not listed above, including but not limited to design of landscape or irrigation, street total reconstruction, sidewalks or accessibility, electrical or lighting.
2. Geotechnical bores/reports.
3. Land acquisition services, acquisition of right-of-entries or landowner contact.
4. Any services required by funding agencies.
5. Services for modeling of the water system.
6. Design of improvements or relocations for sanitary sewer lines, electrical lines, gas lines, telephone lines or other franchise utilities.

7. Attendance at or preparation for condemnation hearings, easements (not mentioned above) or plat documents, landowner contact or easement negotiations.
8. Preparation of permits, applications, etc. (not mentioned above).
9. Costs for permitting or application fees or review fees by regulatory authorities.
10. Post-construction topographical survey or GIS system updates.
11. Construction staking or field staking for other purposes.

COMPENSATION FOR SERVICES

The cost to provide the engineering services will be invoiced as a lump sum project on a percent-complete basis, invoiced as follows:

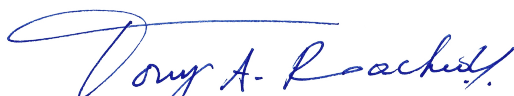
Environmental/Cultural Services:	\$ 7,250.00
Topographical Surveying:	\$ 4,900.00
Easement Field Notes including Title Work (6 Easements):	\$ 7,200.00
Engineering Design:	\$ 165,000.00
Bidding/Construction Administration:	\$ 34,500.00
Construction Inspection (max. 6-month period)	\$ 36,750.00
Existing Buried Utility Locates:	\$ 24,316.00
Contingencies ⁽¹⁾ :	\$ 20,000.00
Total (lump sum):	\$ 299,916.00

⁽¹⁾These funds represent a contingency allowance for additional services that may be required but are unforeseen at this time and would only be used upon TRC’s receipt of written direction to proceed from the City of Seguin.

Services will be provided in accordance with the Master Service Agreement (dated September 30, 2024) executed by the City and TRC. Fees for services quoted in this proposal are valid for a period of time not to exceed 60-days from the date of this letter.

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,



 Tony Rached, P.E.
 TRC Regional Area Director

 City of Seguin

March 20, 2025

 Date

 Date





ECONOMIC DEVELOPMENT CORPORATION

To: Donna Dodgen, Mayor Seguin City Council
CC: Steve Parker, City Manager Mark Kennedy, City Attorney Susan Caddell, Director of Finance
From: Josh Schneuker Director of Economic Development | SEDC Executive Director
Date: March 18, 2025
Subject: ATM Lease Agreement – City of Seguin and Wells Fargo

Historical Background

As part of The Nolte Redevelopment Project, the City of Seguin purchased the property at 101 E. Nolte Street on January 29, 2024. Previously owned by Wells Fargo Bank, the property continues to operate as a Wells Fargo branch under a lease agreement between the City of Seguin and Wells Fargo.

On September 17, 2024, City Council approved an amendment to the lease, extending the expiration date from February 28, 2025, to April 30, 2025. The lease will automatically renew for up to six successive months unless either party provides at least 30 days' written notice of termination.

Action Requested and Proposed Terms of ATM Lease

Wells Fargo is preparing to relocate to a new branch location later this spring. To ensure continued ATM service at the site, the City of Seguin and Wells Fargo propose entering into an ATM Lease Agreement. The key terms are as follows:

- Lease Date: Upon execution by both parties.
Landlord: City of Seguin, a Texas municipal corporation.
Tenant: Wells Fargo Bank, N.A., a national banking association.
Development: 101 East Nolte Street, Seguin, Texas (Guadalupe County Property ID 27916, Lots 1-10, Block 155, Inner Addition).
Premises: The ATM pad, as depicted in the attached site plan (Exhibit A). (The lease does not include the underlying land.)
Commencement Date: May 1, 2025. (The ATM is already in operation as of this date.)
Rent Commencement Date: May 1, 2025.
Expiration Date: Eighteen (18) months after the Rent Commencement Date, with both parties having the option to terminate the lease any time after the first anniversary (nine months later) with 60 days' written notice.
Monthly Rent

Table with 3 columns: Term, Annual Rent, Monthly Rent. Row 1: Initial Term, \$9,000, \$750

- **Rent Payment:** Tenant shall pay via ACH transfer. The City will provide its ACH details within five (5) business days of the lease date.

Fiscal Impact

The City of Seguin will receive \$750 per month (\$9,000 annually) in rent under the ATM Lease Agreement.

Staff Recommendation

Staff recommends approval of the resolution **authorizing the City Manager to execute an ATM Lease Agreement between the City of Seguin and Wells Fargo Bank, N.A.**

Attachments

- ATM Lease Agreement

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN ATM LEASE AGREEMENT BETWEEN THE CITY OF SEGUIN, TEXAS AND WELLS FARGO BANK N.A.

WHEREAS, On January 29, 2024, the City of Seguin (the “City”) purchase the property located at 101 E. Nolte Street (the “Property”) for The Nolte Redevelopment Project; and

WHEREAS, the Property was previously owned by Wells Fargo Bank N.A. (“Wells Fargo”) and continues to operate as a bank branch location; and

WHEREAS, on January 29, 2024, the City entered into a lease agreement with Wells Fargo to allow for their continued banking operations at the Property; and

WHEREAS, on April 30, 2025, the lease agreement with Wells Fargo is set to terminate and Wells Fargo plans to relocate to a new physical location in Seguin; and

WHEREAS, the City and Wells Fargo seek to enter into an ATM Lease Agreement to allow for their continued operations of the ATM at the premises of the Property; and

WHEREAS, the ATM lease will commence on May 1, 2025, and expiring at midnight at the end of the last day of the last full calendar month eighteen (18) months after the Rent Commencement Date, with both parties having the option to terminate the ATM Lease Agreement at any time nine (9) months after the first annual anniversary of the Rent Commencement Date, upon 60 days’ prior written notice to the other party; and

WHEREAS, City staff have reviewed the proposed ATM lease, found the terms acceptable, and determined that it will not negatively impact The Nolte Redevelopment Project; and

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

SECTION 1. The City Council of Seguin, Texas hereby finds that all the recitals above are true and correct and are incorporated herein as if restated in full.

SECTION 2. The City Manager to execute the ATM Lease Agreement between the City of Seguin, Texas and Wells Fargo bank N.A.

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

PASSED AND APPROVED this 1st day of April 2025.

DONNA DODGEN, MAYOR

ATTEST:

**Kristin Mueller
City Secretary**

ATM LEASE

Seguin TX – 101 E. Nolte St. (BE #190442)

KEY PROVISIONS SUMMARY

Lease Date:	The date this Lease is executed by the last to sign of Landlord and Tenant as shown on the signature page(s) attached hereto.		
Landlord:	City of Seguin, a Texas municipal corporation		
Tenant:	Wells Fargo Bank, N.A., a national banking association		
Development:	The development located at 101 East Nolte Street, Seguin, Texas (all of Guadalupe County Property IDA number 27916) (Lots: 1-10; Block 155; Addition: Inner).		
Premises:	The ATM pad depicted in the site plan attached hereto as <u>Exhibit A</u> (provided, however, that the term “Premises” does not include the land underlying the ATM pad site).		
Notice Addresses (Section 20):	Landlord:	Tenant:	
	City of Seguin, Texas Attn: Steve Parker 205 North River Street Seguin, Texas 78155 E: spaker@seguintexas.gov	Wells Fargo CPG Attn: Property Admin (BE #190442) MAC D1116-L10 1525 West W.T. Harris Blvd. Charlotte, NC 28262 E: PropertyAdmin@WellsFargo.com	
Commencement Date:	May 1, 2025 (Tenant is already operating an ATM at the Premises as of the Commencement Date (Section 2.4))		
Rent Commencement Date:	May 1, 2025 (Section 4.1)		
Expiration Date:	Midnight at the end of the last day of the last full calendar month eighteen (18) months after the Rent Commencement Date.		
Monthly Rent (Section 4):	Year(s)	Annual Rent	Monthly Rent
	Initial Term	\$9,000.00	\$750.00
Landlord’s Rent Payment Address:	Tenant shall pay Rent by ACH transfer. Landlord shall provide its ACH information to Tenant on Tenant’s ACH form, a copy of which has been provided to Landlord, within five (5) business days after the Lease Date.		
Broker(s):	None (Section 26)		
Exhibits:	Exhibit A – Site Plans & ATM Facility		

ATM LEASE

THIS ATM LEASE (“Lease”) is entered into as of the Lease Date by Landlord and Tenant. The parties agree as follows:

1. Key Provisions Summary; Enumeration of Exhibits; Consent.

References in the body of this Lease to a portion of the Key Provisions Summary (e.g., the defined terms in the left-hand column of the Key Provisions Summary) are deemed and construed to incorporate all the terms provided under each such referenced portion of the Key Provisions Summary. References in the Key Provisions Summary to a portion of the body of this Lease (e.g., Section references in the right-hand column of the Key Provisions Summary) are deemed and construed to incorporate all the terms provided under each such referenced portion of the body of the Lease. Notwithstanding the foregoing, if there is any inconsistency between the Key Provisions Summary and another portion of this Lease, the terms of the Key Provisions Summary control. The Exhibits enumerated in the Key Provisions Summary and attached to this Lease are incorporated in this Lease by reference and are to be construed as a part of this Lease. Each party shall perform all obligations on its part as set forth in any Exhibit. **Except where expressly provided otherwise in this Lease, any consent or approval required under this Lease will not be unreasonably withheld, delayed, or conditioned.** Whenever this Lease grants either party the right to act, exercise discretion, establish rules and regulations, or make an allocation or other determination, such party shall act reasonably and in good faith and take no action which might result in the frustration of the other party’s reasonable expectations concerning the benefits to be enjoyed under this Lease. If a party

withholds its consent or approval, such party shall, upon request, promptly deliver to the other a written statement specifying in detail the reason or reasons why such consent or approval was withheld or refused.

2. **Premises, Access, Etc.**

2.1. **Development & Premises.** Landlord is the owner of the Development. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises.

2.2. **Access.** Tenant, its agents, employees, contractors, and invitees are hereby granted access to the Premises on a 24-hour per day 7-day per week basis for the purpose of installing, using, inspecting, maintaining, servicing, repairing, replacing, protecting, and removing one or more automated teller machines (collectively, “**ATM**”). At all times, Landlord shall provide uninterrupted access to the Premises, including (a) the removal of any persons who (or any personal property, refuse, trash or other items which) obstruct or create unsafe path of travel to and from the Premises and the adjacent sidewalks and parking lot by Tenant’s agents, customers and employees, and (b) vehicular access to the drive-through lanes from the adjacent public streets. In the event of any construction, remodeling, or other activity by Landlord at the Development, Landlord shall undertake such activities so as to permit access to the Premises to the fullest extent possible and so as to prevent the closure of any ATM. Tenant may abate in full Monthly Rent on a pro-rata basis for every day that access to the Premises or the parking lot is materially impeded. Landlord shall not construct any improvements within a 100-foot radius around the ATM facility that might materially impede access to or materially obscure visibility of the ATM facility.

2.3. **Common Areas.** “**Common Areas**” (or sometimes “**Common Area**”) means all areas, improvements, space, and special services at the Development that are now or hereafter made available for the common or joint use and benefit of all tenants, customers, employees, contractors, licensees and invitees of the Development, including parking areas, driveways, exterior lighting, sidewalks, landscaped and planted areas, washrooms, lounges, shelters, utilities, life safety or security protections, service areas (including loading and unloading areas), retention basins (both on-site and off-site), signage, and trash disposal areas. Except as otherwise specifically provided in this Lease, Tenant, its employees, agents, contractors, licensees, and invitees are authorized, empowered, and privileged to use the Common Areas in common with others during the Lease Term.

2.4. **Delivery Condition.** Landlord shall deliver the Premises to Tenant vacant and free of any Hazardous Materials (as defined below) but otherwise in its current as-is condition.

2.5. **Landlord’s Representations.** Landlord represents to Tenant that as of the Lease Date and the Commencement Date: (i) Landlord has indefeasible fee simple title to the Premises; (ii) the Common Areas, the Premises, and all facilities located in or serving the Premises are safe and secure, in good condition and repair, and free of defects; and (iii) to the best of Landlord’s knowledge, the Premises are free and clear of all liens, restrictions, leases, encumbrances, laws, ordinances, governmental rules, regulations, title restrictions, zoning, or other matters (whether recorded or unrecorded) that would materially or adversely restrict or prevent Tenant from operating at the Premises for the permitted use set forth in Section 7 below or constructing improvements at the Premises for such permitted use.

2.6. **Covenants, Conditions, and Restrictions.** If the Premises are subject to recorded or unrecorded covenants, conditions, restrictions, leases, or easements (collectively, “**CCR Docs**”), Landlord shall provide a copy of the CCR Docs to Tenant not later than five (5) business days after the Lease Date. In addition, Landlord shall not, without the prior written consent of Tenant, consent to any modification of or amendment to the CCR Docs that materially adversely affects Tenant’s use or occupancy of the Premises, Tenant’s obligations under this Lease, or Tenant’s use of the Common Areas. If any consents or approvals are necessary or required under the CCR Docs for any work related to the Premises, for Tenant’s use of the Common Areas, or for Tenant’s use of the Premises for the permitted use set forth in Section 7 below (collectively, “**CCR Docs Approvals**”), Landlord shall obtain the CCR Docs Approvals within

thirty (30) days after the Lease Date (the “**CCR Docs Approval Period**”) and Landlord shall indemnify, defend, and hold harmless Tenant from the failure to do so. If Landlord is unable to obtain all CCR Docs Approvals prior to expiration of the CCR Docs Approval Period, Landlord shall so notify Tenant prior to the expiration of the CCR Docs Approval Period in which event Tenant may terminate this Lease by giving written notice of termination to Landlord within ten (10) business days after Tenant’s receipt of Landlord’s notice. If this Lease is so terminated, the parties have no further rights or liabilities hereunder (except for any that expressly survive termination of this Lease); provided, however, that if Landlord obtains the CCR Docs Approvals (and so notifies Tenant) within the foregoing ten (10) business day notice period, Tenant’s notice of termination is void. Landlord’s failure to notify Tenant prior to expiration of the CCR Docs Approval Period of Landlord’s inability to obtain the CCR Docs Approvals constitutes Landlord’s representation that the CCR Docs Approvals have been obtained.

2.7. Operation of the Development. Landlord covenants that it will operate and maintain the Development in a first-class condition and will not allow any use at the Development that (i) causes or creates a nuisance or safety/security risk, (ii) is obnoxious, or (iii) generally detracts from the first-class nature of the Development including the following prohibited uses: a “drug-involved premises” (as defined in 21 U.S.C. § 856) in violation of 21 U.S. Code Subchapter I (e.g., a dispensary of controlled substances illegal at the federal level); funeral/cremation establishment; automobile, boat, or other motor vehicle sale, leasing, repair, or display establishment (e.g., used car lot, body repair facility, or service station); auction, bankruptcy, fire sale, or going out of business sale establishment; pawn shop; circus, carnival, amusement park, or other recreation or entertainment facility; outdoor meeting facility; bowling alley; shooting gallery (e.g., a firearm range); off-track betting facility; bookstore, theater, or other facility selling or displaying books, magazines, literature, photographs, films, or videos containing Adult Material (as defined below); any residential use (e.g., living quarters, sleeping apartments, or lodging rooms); theater, auditorium, meeting hall, ballroom, school, or other place of public assembly; unemployment agency, service, or commission; gymnasium, health club, health spa, exercise studio, or dance studio; dance hall, cocktail lounge, bar, disco, after-hours club, or night club; bingo or other games of chance facility (but lottery tickets and other items commonly sold in retail establishments may be sold at the Development as an incidental part of the retail business); video game or amusement arcade (except as an incidental part of another primary retail business); skating or roller rink; car wash facility; second hand store, auction house, or flea market; dry cleaning plant; a self-storage facility (e.g., Public Storage) (except as incidental to and in support of another use); wholesale or distribution operation; sporting event facility; massage parlor (other than a regional or national chain such as Massage Envy); tattoo parlor; or vaping, cigar, smoking, marijuana, CBD, or “head” shop. “**Adult Material**” means any printed or pictorial work that appeals to a prurient interest in sex, is patently offensive according to contemporary community standards, and has no serious literary, artistic, political, or scientific value, and any printed or pictorial work rated X, XX, XXX (or of a rating assigned to works containing material more sexually explicit than XXX). Notwithstanding anything set forth to the contrary in this Lease, material will not be considered Adult Material if: (1) it is available, or of the type to be available to the community, through a broadcast network (i.e., NBC, ABC, or CBS) or (2) it is or has been in a public cinema or theater for viewing by the public in the community where the Premises are located; provided, however, that any material rated X, XX, XXX, or rated for more sexually explicit content than XXX, will be considered Adult Material regardless of how it is available for viewing by the general public in the community where the Premises are located.

3. Term.

3.1. Initial Term. The initial term of this Lease begins on the Commencement Date and expires on the Expiration Date (“**Term**”).

3.2. Delivery of Possession. Landlord shall deliver the Premises to Tenant in the condition required by Section 2.4 above.

3.3. Option to Terminate. At any time nine (9) months after the Rent Commencement Date, either Landlord or Tenant may terminate this Lease upon 60 days' prior written notice to the other party. Tenant's election to terminate is subject to applicable bank regulatory approvals. If Tenant is unable to secure the necessary regulatory approvals for closure of the ATM facility, Tenant's election to terminate is void.

3.4. Holding Over. If Tenant holds over and remains in possession of the Premises beyond the expiration or earlier termination of this Lease, such holding over will not be deemed or construed to be a renewal of this Lease, but rather will constitute the creation of a month-to-month tenancy, which may be terminated by either party upon not less than thirty (30) days' prior written notice thereof to the other party. During such holdover tenancy, Tenant will be bound by all the terms and conditions of this Lease and shall pay Monthly Rent equal to one hundred twenty percent (120%) of the Monthly Rent in effect during the last month of the Lease Term. The remedy set forth in this Section is Landlord's exclusive remedy with respect to a holdover by Tenant and is in lieu of all other remedies that may be allowed by applicable law for a holdover by Tenant.

4. Rent.

4.1. Rent Commencement Date. The Rent Commencement Date will be delayed on a day-for-day basis for each day that Tenant or Tenant's customers cannot reasonably use or service the ATM facility due to the incomplete state of the Common Areas (including any parking areas) or due to any obstructions or other conditions preventing reasonable access to the Premises.

4.2. ACH Payments, W9 & Payment Portals. Tenant shall send all rent payments to Landlord's Rent Payment Address. Landlord may modify Landlord's Rent Payment Address upon not less than sixty (60) days' prior written notice thereof to Tenant (accompanied by a current, complete, and accurate IRS W-9 if not already provided). Landlord acknowledges that Tenant must receive a current, complete, and accurate IRS W-9 from Landlord to process the payment of rent. Landlord shall deliver a completed and executed IRS W-9 form (on the current IRS template) to Tenant within five (5) business days after the Lease Date. Tenant is not subject to any late charges/interest or in default for non-payment of rent prior to receipt of a current, complete, and accurate IRS W-9 from Landlord. Because of Tenant's firewall, Tenant is not able to access any online payment or invoice portal. Therefore, Landlord shall not ever require that Tenant use any type of online payment or invoice portal for invoices or payments under this Lease.

4.3. Commencement Date Agreement. After the Rent Commencement Date has been determined, and within five (5) business days after receipt of written request therefor from a party, the parties shall execute a mutually agreeable "Commencement Date Agreement" prepared by Tenant confirming: (i) the date Landlord delivered the Premises to Tenant, (ii) the initial term commencement date, (iii) the Rent Commencement Date, (iv) the Expiration Date, and (v) any other matter contingent upon the Rent Commencement Date. Tenant must receive the executed Commencement Date Agreement before Tenant can begin paying rent and Tenant is not liable for any late charges/interest or in default for non-payment of rent prior to receipt of an executed Commencement Date Agreement from Landlord (provided, however, that Landlord's failure to timely deliver the Commencement Date Agreement operates only to toll [and not prevent the accrual of] such Rent, which is promptly payable by Tenant upon Landlord's delivery of the Commencement Date Agreement).

4.4. Conditions of Payment. Except as otherwise provided herein, Tenant shall pay all rent without demand, deduction, set-off, or counterclaim in advance on the first day of each calendar month during the Term. Tenant's Monthly Rent includes all Common Area maintenance charges and Tenant is not obligated to pay Landlord any other charges for such maintenance in connection with this Lease.

4.5. Definition. "Lease Year" means each period of twelve (12) full consecutive calendar months beginning with the first full calendar month after the Rent Commencement Date and each

subsequent period of twelve (12) consecutive calendar months thereafter during the Lease Term; provided, however, that if the Rent Commencement Date occurs on a day other than the first day of a calendar month, then the initial fractional month from the Rent Commencement Date to the last day of the month in which the Rent Commencement Date occurs plus the next succeeding twelve (12) full calendar months constitutes the first Lease Year of the Term. Rent and other matters that are computed with reference to a Lease Year will be ratably adjusted, on a per diem basis, for any period prior to the first full calendar month of the first Lease Year and for any partial month within the Lease Term.

5. Design and Installation of ATM Facility.

5.1. Tenant's Property. The ATM facility and all of Tenant's trade fixtures and personal property remain the property of Tenant.

5.2. Lighting & Security.

5.2.1. Tenant may, at Tenant's sole cost, install (a) all lighting fixtures reasonably necessary to comply with all laws, regulations, and other government requirements imposed on Tenant or Landlord pertaining to the lighting of ATMs/night depositories and to comply with Tenant's ATM/night depository lighting policy, as each may change from time to time (collectively, "**ATM/Night Depository Lighting Requirements**"), and (b) other fixtures and alterations required to comply with any laws governing the operation of ATMs and night depositories. Landlord, at no out-of-pocket cost, shall cooperate with Tenant in Tenant's efforts to comply with the ATM/Night Depository Lighting Requirements and all other laws and regulations governing the operation of ATMs and night depositories. Landlord shall provide lighting in the Common Areas consistent with lighting provided at comparable developments in the vicinity of the Development. If any Common Area lighting is not functioning properly, Landlord shall repair such lighting within five (5) business days after receipt of notice thereof from Tenant. If Landlord fails to repair such lighting within the foregoing five (5) business day period, such failure will be deemed a Landlord Default and Tenant will be entitled to exercise remedies for a Landlord Default as set forth below.

5.2.2. Tenant may, at its own expense, install its own security system at the Premises. Tenant is solely responsible, at Tenant's sole expense, for the monitoring, operation, and removal of such security system. Any security system installed by Tenant will be for the sole benefit of Tenant and Landlord has no right to rely on any such security system. Landlord shall establish and follow reasonable security standards for the Common Areas and the balance of the Development.

6. Trademarks & Signage.

6.1. Trademarks & Usage. Tenant may operate its ATMs under any trade name, logo, trademark, or service mark permitted by law (collectively, "**Marks**"). Each party's Marks remain the sole property of such party. Landlord and Tenant shall not use a Mark of the other party in advertising or otherwise without the prior written consent of the party owning the Mark; provided, however, that Tenant is permitted to include the location/address of the ATM facility in Tenant's directories of ATM facility locations published by Tenant from time to time.

6.2. Signage. Subject to Landlord's approval and applicable law, Tenant may place its standard ATM signage on any ATM at the Premises. Landlord hereby approves Tenant's ATM signage as depicted in Exhibit A. At its discretion, Tenant may enclose an ATM within a kiosk structure and may place its signage on the kiosk structure. Tenant's signage (a) will be fabricated, installed, and maintained by Tenant at Tenant's sole expense, (b) will be consistent with the then-current signage standards at the Premises, and (c) will remain the property of Tenant. Subject to applicable law and Landlord's prior written approval, Tenant may change its signage at any time; provided, however, that Landlord's consent is not required to change signage based upon a change in Tenant's standard corporate signage, name, or logo if such changes comply with applicable law and Tenant's signage is not increased in size. At any time, without Landlord's

consent, Tenant may replace its standard ATM signage with generic, unbranded signage, so long as such new replacement signage is no larger than and is installed in the same locations as Tenant’s branded signage.

6.3. Directional Signage. Tenant may place signs identifying Tenant’s operations in the Premises and in the vicinity of the Premises (including “coming soon” or “opening soon” signage). Such signs will be of such dimensions and at such locations as are permitted by applicable law.

7. Use.

Tenant may use the Premises for the operation of one or more ATMs and related or similar equipment. So long as this Lease remains in effect, Landlord shall not, without the prior written consent of Tenant (which consent may be granted or withheld in Tenant’s sole discretion without considering the interests of Landlord or any third-party) install or operate, or permit the installation or operation of, any ATM or similar mechanism for effecting financial transactions within any part of the Development (including within any building or other structure located at the Development).

8. Maintenance.

8.1. Tenant’s Obligations. Subject to Section 13 below, Tenant shall, at Tenant’s sole expense, maintain and repair the ATM facility and the Premises in a clean and good condition, reasonable wear and tear and casualty excepted. Tenant may service the Premises and the ATM facility at any time. Landlord shall provide Tenant with all necessary vehicular and pedestrian access and all authorizations, keys, and other assistance necessary to permit Tenant to service the ATM facility and utilities without prior notice to Landlord. Tenant may engage an independent contractor to perform Tenant’s maintenance obligations hereunder.

8.2. Landlord’s Obligations. Subject to Section 13 below, Landlord shall maintain the Development (including the Common Areas and parking areas) in first-class condition and repair. Landlord’s obligations include the removal of snow and ice from Common Area walkways, driveways, and parking lots in the area surrounding the Premises. Such maintenance includes the prompt removal of any (i) persons who obstruct or create an unsafe path of travel to and from the Premises and the adjacent sidewalks and parking lot by Tenant’s customers, employees, and agents, and (ii) personal property, refuse, debris, trash, or other items that may remain on the Development following the removal of such persons.

9. Services and Utilities.

9.1. Utility Services at the Premises. Landlord shall furnish the ATM with all necessary electrical power and any other utilities necessary for Tenant’s operation of the ATM (the “Utilities”) and Tenant’s payment of Monthly Rent shall be inclusive of any and all charges for Tenant’s use of the Utilities.

9.2. Interruption of Service. Landlord shall not permit any person or entity to tamper with Tenant’s telephone, data lines, or other telecommunications wiring, panels, or equipment. Any deliberate interruption of power to the ATM facility caused by Landlord, its agents, employees, or contractors, must not last more than twenty-four (24) consecutive hours and is subject to Tenant’s express prior written consent, which consent may be withheld in Tenant’s sole discretion without considering the interests of Landlord or any third-party. Tenant may post notices at the Premises at least twenty-four (24) hours in advance of any interruption of service. In addition to the liquidated damages set forth below, Tenant’s Monthly Rent payable hereunder will be abated on a per diem basis (based on a thirty (30) day month) for any day during which the power or service from telephone or data lines is shut off to the ATM facility (unless Tenant causes the power or service to be shut off to the ATM facility, as applicable). Landlord shall reimburse Tenant for any costs and expenses Tenant incurs in making the ATM facility fully operational because of any interruption of services, data transmission, or utilities to the ATM facility caused by or within

the reasonable control of Landlord, its agents, employees, or contractors. **TENANT'S ACTUAL DAMAGES AS A RESULT OF SUCH INTERRUPTION OF SERVICES, DATA TRANSMISSION, OR UTILITIES TO THE ATM FACILITY WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE, AND THE SUM OF FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) PER DAY THAT SUCH SERVICE, DATA TRANSMISSION, OR UTILITY IS INTERRUPTED TO THE ATM FACILITY IS THE BEST ESTIMATE OF THE AMOUNT OF DAMAGES TENANT WOULD SUFFER AS A RESULT OF SUCH INTERRUPTION; PROVIDED, HOWEVER, THAT THIS PROVISION WILL NOT LIMIT LANDLORD'S INDEMNITY OBLIGATIONS AND TENANT'S RIGHTS TO THOSE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT.**

10. Insurance.

10.1. Property Insurance. During the Lease Term, (i) Landlord shall maintain, or cause to be maintained, Commercial Property insurance ("**CP Insurance**") that insures the Development and Landlord's personal property at the Development on a full replacement cost basis (exclusive of Tenant's betterments at the Premises) and (ii) Tenant shall maintain CP Insurance that insures Tenant's personal property and betterments in and about the Premises on a full replacement cost basis. Each CP Insurance policy must, at a minimum, insure against the perils included in the ISO special causes of loss form CP 10 30 and any amendments or "all-risk" coverage, including loss or damage due to fire and the risks normally included in extended coverage (e.g., flood, windstorm, and earthquake).

10.2. Waiver of Subrogation. Except to the extent caused by the gross negligence or willful or wanton misconduct of the other party, Tenant and Landlord hereby waive any and all rights of recovery, claims, actions, or causes of action against each other, by way of subrogation or otherwise, including their respective employees, officers, directors, subsidiaries, affiliates, agents, representatives, and assigns, for any loss or damage that may occur to the Development, Landlord's personal property, Tenant's betterments in and about the Premises, and Tenant's personal property by reason of fire or other casualty, regardless of cause or origin. Landlord and Tenant shall obtain a waiver of subrogation from their respective insurers and shall endorse their respective CP Insurance policies to reflect such waiver of subrogation. The above waiver of subrogation applies whether there are any deductibles or self-insurance and in the absence of any CP Insurance.

10.3. Liability Insurance. During the Term, Landlord and Tenant shall maintain Commercial General Liability insurance ("**CGL Insurance**") with limits of liability not less than \$1,000,000 per occurrence with a general aggregate of not less than \$2,000,000 covering liability arising from each party's operations at the Development or Premises, as applicable, independent contractors, product-completed operations, personal injury, and advertising injury, and contractual liability that includes this Lease as an insured contract.

10.4. Ratings, Certificates. With respect to CGL Insurance, Tenant shall name Landlord as an additional insured and Landlord shall name Tenant as an additional insured. In addition, the CGL Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) must not contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be in addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy. All insurance policies required by this Section 10 (a) must be issued by insurance companies having an "A" rating or better by Standard and Poor's, and if not rated by Standard & Poor's, then a rating of "A" by A.M. Best Company, and (b) may be satisfied by a primary policy or combination of primary, excess, or umbrella policies. The insurance provisions set forth in this Section 10 set forth the minimum amounts and scopes of coverage to be maintained by Landlord and Tenant and are not to be construed in any way as a limitation on each party's liability under this Lease. Tenant may satisfy any or all the above insurance requirements

by use of self-insurance, deductible, and a captive insurance company (and the rating requirements set forth above are not applicable to Tenant's self-insurance or to policies issued by a captive insurance company). The responsibility to fund any financial obligation for self-insurance, the election not to insure, and the amount of any deductible are assumed by, for the account of, and at the sole risk of each party. Each party shall furnish Certificates of Insurance to the other party evidencing all the above-described insurance policies prior to or upon execution of this Lease and annually thereafter, but not later than ten (10) business days after the expiration of each policy. Each party shall notify the other party within 30 days after receiving any Notice of Cancellation, material modification, reduction in coverage, or non-renewal from its insurer that results in non-compliance with the insurance requirements set forth in this Section 10.

11. Indemnification.

Subject to the waiver of subrogation provision in Section 10 above, Tenant shall indemnify, hold harmless, pay, and reimburse Landlord from and for any and all losses, damages, liability, or expenses (including reasonable attorneys' fees, court costs, and expert witness fees) actually incurred by Landlord, arising from loss of life, personal injury or property damage, caused by or resulting from, in whole or in part, any negligent act or omission or willful misconduct of Tenant, its agents, employees, or contractors, in connection with Tenant's use or occupancy of the Premises. Subject to the waiver of subrogation provision in Section 10 above, Landlord shall indemnify, hold harmless, pay, and reimburse Tenant from and for any and all losses, damages, liability, or expenses (including reasonable attorneys' fees, court costs, and expert witness fees) actually incurred by Tenant, arising from loss of life, personal injury or property damage, caused by or resulting from, in whole or in part, any negligent act or omission or willful misconduct of Landlord, its agents, employees, or contractors, in connection with the Development. Notwithstanding the foregoing, in the event of the concurrent negligence or willful misconduct of Tenant, its agents, employees, or contractors, on the one hand and that of Landlord, its agents, employees, or contractors, on the other hand, a party's (the "Indemnifying Party") obligation to indemnify the other as set forth in this Section 11 is limited to the extent of the Indemnifying Party's negligence or willful misconduct, and that of its agents, employees, or contractors, including the Indemnifying Party's proportionate share of reasonable costs, attorneys' fees, court costs, expert witness fees, and other expenses incurred in connection with any claim, action, or proceeding brought with respect to such injury or damage. The obligations of Tenant and Landlord under this Section 11 survive the expiration or earlier termination of this Lease.

12. Taxes.

Tenant is liable for all taxes assessed by any taxing authority (including sales taxes) which are attributable to Tenant's operation of the ATM facility and shall pay all personal property taxes assessed on Tenant's fixtures, equipment, and machinery. Landlord is liable for all taxes and assessments assessed by any taxing authority (including sales taxes) which are related to Landlord's occupancy or use or ownership of the Development, including: (a) personal property, fixtures, or equipment taxes assessed against Landlord's property; (b) franchise taxes assessed against Landlord; (c) taxes on Landlord's gross rents or profits; (d) inheritance, state, gift, income, transfer, or excess profit taxes assessed against Landlord; (e) sales taxes payable by Landlord; and (f) real property taxes and assessments, including any fees, interest and penalties arising from any such tax or assessment, assessed against all or any portion of the Development and the improvements located thereon, including any such taxes and assessments attributable to the Premises or any portion thereof.

13. Damage by Fire or Other Casualty.

13.1. Damage to Development. "Free-Standing Premises" means an ATM facility located at the Development that is not contained within a building at the Development (e.g., a thru-the-wall ATM as opposed to a drive-up ATM located in the Development's parking area). If all or any portion of the Development (excluding a Free-Standing Premises) is damaged or destroyed by fire or other casualty, Landlord shall, at Landlord's cost and expense, promptly repair the same to the extent Landlord's insurance

proceeds are made available to Landlord therefor and provided that (a) such repairs, in Landlord's reasonable good faith opinion, can be made within 120 days from the date of such damage or destruction (without payment of overtime or other premiums) and (b) the cost of such repairs, in Landlord's reasonable good faith opinion, will not exceed 50% of the then replacement cost of the Development. If Landlord is not required to repair such damage or destruction, then Landlord shall, within 30 days from the date of such damage or destruction, either (i) notify Tenant in writing of Landlord's election to repair such damage or destruction, in which event Landlord shall promptly repair the same, or (ii) notify Tenant in writing of Landlord's election to immediately terminate this Lease, in which event this Lease is terminated effective as of the date of such damage or destruction. As provided in Section 2.2 above, Tenant may abate Monthly Rent if access to the ATM facility is materially impeded by Landlord's repairs or by such damage or destruction. Notwithstanding anything set forth to the contrary in this Section 13.1, Tenant may terminate this Lease effective as of the date of any such damage or destruction if Tenant reasonably determines in its good faith opinion that such damage or destruction substantially impairs the satisfactory operation of the ATM facility by notifying Landlord in writing of Tenant's election to terminate not later than 30 days after the date of such damage or destruction. In addition, and notwithstanding anything set forth to the contrary in this Section 13.1, if Landlord fails to complete the repairs described in this Section 13.1 within 120 days from the date of such damage or destruction, Tenant may terminate this Lease by giving 30 days' prior written notice of termination to Landlord not later than 30 days after such failure (provided, however, that if Landlord completes such repairs within the foregoing 30-day notice period, then Tenant's termination notice is void).

13.2. Damage to Premises. If a Free-Standing Premises (or any portion thereof) are damaged or destroyed by fire or other casualty, Tenant shall, at Tenant's cost and expense, promptly repair the same to the extent Tenant's insurance proceeds are made available to Tenant. If the Premises are not a Free-Standing Premises, Landlord and Tenant have not terminated this Lease pursuant to Section 13.1 above, and Landlord has repaired the Development as provided in Section 13.1 above, then Tenant shall, at Tenant's cost and expense, promptly repair the same to the extent Tenant's insurance proceeds are made available to Tenant. Notwithstanding anything set forth to the contrary in this Section 13.2, Tenant may terminate this Lease effective as of the date of any such damage or destruction if (i) Tenant reasonably determines in its good faith opinion that such damage or destruction substantially impairs the satisfactory operation of the ATM facility, (ii) Tenant is not able to obtain permits to restore the Premises without payment of unusual fees or costs or the satisfaction of unusual conditions, or (iii) Tenant is prevented from restoring the Premises by events or conditions beyond its reasonable control by giving 30 days' prior written notice of termination to Landlord not later than 30 days after Tenant's good faith determination of any of the foregoing.

14. Eminent Domain.

Landlord shall promptly forward to Tenant all notices of eminent domain relating to the Premises or the Development. If all the Premises are taken under the power of eminent domain, then this Lease is terminated as of the effective date of the taking. If a portion of the Premises, the building (if any) within which the Premises are located, the common area surrounding the Premises, or reasonable access to and from the common areas is taken under the power of eminent domain and the loss of such portion materially adversely affects Tenant, then Tenant may terminate this Lease by providing written notice of termination to Landlord not later than 30 days after the date of such taking. In the event of a partial taking, if Tenant does not elect to so terminate this Lease, then Landlord shall, at Landlord's cost and expense, promptly restore the remaining portion of the Premises, the building (if any), the common areas, and reasonable access as the case may be and the rent payable by Tenant will be abated to the extent that Tenant is unable to occupy and use the Premises. All damages and compensation awarded or paid because of such taking (other than compensation for the loss of Tenant's good will and improvements installed by Tenant at Tenant's expense, and Tenant's relocation expenses) belong to Landlord. All damages and compensation awarded or paid because of a taking of any improvements installed by Tenant at Tenant's expense belong to Tenant.

15. **Removal of ATMs.**

Upon the expiration or sooner termination of this Lease, Tenant shall remove the ATM facility and related equipment, Tenant's signs (not including Landlord's directional signs), and Tenant's other moveable trade fixtures and personal property from the Premises, at Tenant's sole expense, within 30 days after the expiration or sooner termination of this Lease. Tenant shall, at its sole expense, reasonably repair any damage to the Premises caused by such removal. Landlord acknowledges that any repairs or cuts in any paved areas, walls, or other improvements made during the removal of the ATM facility will be made in a good and workmanlike manner to match as nearly as practicable the surrounding area. This does not mean, however, that any such repairs will be completely invisible.

16. **Assignment & Subletting.**

16.1. Landlord's Consent. Except as otherwise provided in this Section 16, Tenant shall not assign this Lease or sublet the whole or any part of the Premises (collectively, "**Transfer**") without the prior written consent of Landlord. If Tenant elects to initiate a Transfer of this Lease, Tenant shall provide Landlord with a written notice setting forth the reasonable details of such Transfer. If Tenant provides in such notice that Tenant remains liable for the full and complete performance of the terms and conditions of this Lease despite such Transfer, Landlord shall be deemed to have unconditionally given its consent to such Transfer and no further action or notice is required by either Landlord or Tenant. If Landlord's consent is required for a Transfer, Landlord shall notify Tenant whether the proposed Transfer is approved or rejected in Landlord's reasonable discretion not later than ten (10) business days after receipt of written notice thereof from Tenant (and if Landlord fails to notify Tenant within the ten (10) business day period, then Landlord's consent is deemed given). If Landlord does not consent to a proposed Transfer, Landlord shall provide Tenant with a reasonably detailed written explanation as to the reasons for withholding such consent. If the use of the Premises under the proposed Transfer does not violate any restrictive covenant or exclusive use provision applicable to the Premises, then Landlord's failure to consent to the Transfer of this Lease is deemed unreasonable. Landlord's consent to a Transfer serves to release Tenant of all further liability under this Lease.

16.2. No Assignment. The following events are not considered a Transfer under this Section 16: (i) a change in ownership of Tenant as a result of a merger, consolidation, reorganization, or joint venture; (ii) the sale of Tenant's assets (e.g., deposits, loans, this Lease, etc.) at the Premises as a going concern (a "**Store Sale**"); (iii) a Transfer of this Lease to any entity if a regulatory agency having jurisdiction over Tenant's business requires that Tenant divest itself of certain deposits and banking facilities (a "**Divestiture**"); (iv) the Transfer of this Lease to any entity that controls, is controlled by, or is under common control with Tenant; (v) the sale, exchange, issuance, or other transfer of Tenant's stock on a national exchange or between any entity that controls, is controlled by, or is under common control with Tenant; or (vi) the sale or transfer of at least ten (10) locations (including the Premises and this Lease) in a bulk sale to one transferee (a "**Bulk Sale**"). Tenant is not required to obtain Landlord's consent and Landlord shall not delay, alter, or impede any of the foregoing transactions or combinations thereof. Tenant has no further liability under this Lease arising after the effective date of a Store Sale, Divestiture, or Bulk Sale.

16.3. **Resolution & Recovery.**

16.3.1. "Resolution Event" means the filing of and pursuit of an insolvency related proceeding against Tenant or Tenant's assets pursuant to applicable law (e.g., the Dodd-Frank Wall Street Reform and Consumer Protection Act). For purposes of this Section 16.3 only, "**Affiliate**" means any entity that controls, is controlled by, or is under common control with Tenant.

16.3.2. Notwithstanding anything set forth in the Lease to the contrary, if a Resolution Event occurs, and Tenant or an Affiliate continues to (a) pay all rent and other charges under the Lease timely and (b) abide by the other material terms of the Lease, Landlord shall not, while a Resolution

Event is pending (and, except as otherwise provided in Section 16.3.4 below, for a period of eighteen (18) months thereafter): (i) terminate or modify the Lease; (ii) recapture the Premises; (iii) prevent renewal of the Lease pursuant to a right to renew set forth in the Lease (if any); (iv) suspend any services provided to Tenant, an Affiliate, or the Premises under the Lease; or (v) otherwise exercise remedies under or in respect of the Lease arising from a Resolution Event.

16.3.3. In addition, but only in connection with a Resolution Event, Landlord hereby consents to (i) any change of control of Tenant or an Affiliate and (ii) the assignment, delegation, or transfer of any or all of Tenant's rights and obligations under the Lease, in whole or in part, to any entity that is or becomes (or, as of immediately prior to the Resolution Event, was) an Affiliate or a successor to the whole or a part of the business of Tenant or an Affiliate.

16.3.4. Notwithstanding anything set forth in this Section 16.3 to the contrary, Landlord is not required, even during a Resolution Event, to allow Tenant or an Affiliate to occupy the Premises after the final expiration date of the Lease.

17. Default by Tenant.

17.1. Failure to Perform. The occurrence of any one or more of the following events constitutes a default of this Lease by Tenant (a "**Tenant Default**"): (a) the failure by Tenant to make any payment of Rent, or any other payment required to be made by Tenant under this Lease, as and when due, where such failure continues for more than fifteen (15) days after Tenant's receipt of written notice of non-payment from Landlord; (b) the failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than as described in subsection (a) above, where such failure continues for more than thirty (30) days after Tenant's receipt of written notice of default from Landlord (provided, that if the cure of such Tenant Default reasonably requires more than thirty (30) days to complete, then Tenant is not in default if Tenant promptly commences the cure of such Tenant Default and diligently pursues such cure to completion); and (c) except as otherwise provided in Section 16.3 above, the making by Tenant of any general assignment or general arrangement for the benefit of creditors, the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or a petition reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days of filing), or the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days after appointment of said trustee or receiver, or the filing of a petition for the appointment of the same, whichever occurs first.

17.2. Remedies in Default. Upon the occurrence of a Tenant Default, and subject to terms and conditions provided herein, Landlord may, as Landlord's sole and exclusive remedies, elect one or more of the following: (a) perform, on Tenant's behalf, any unperformed covenant or obligation hereunder constituting such Tenant Default (after giving Tenant written notice of Landlord's intention to do so except in the case of emergency), in which event Tenant shall reimburse Landlord for all reasonable expenses reasonably incurred by Landlord in doing so, plus interest at the Default Rate, which expenses and interest will be additional rent and payable by Tenant within thirty (30) days after written demand therefor by Landlord or (b) terminate this Lease and collect liquidated damages from Tenant in an amount equal to (i) the sum of all amounts due hereunder to the date of termination, plus (ii) the aggregate monthly rent remaining over the unexpired portion of the Term, plus the reasonable cost to Landlord for any repairs and other costs of re-letting (such as broker's commissions and the cost of advertising), all reduced to present value using a discount rate equal to the interest rate of a governmental security having a maturity closest to the then current expiration of the Term, less (iii) the aggregate fair net rental value of the Premises over the remaining portion of the Term (provided, however, a reasonable period of time, not to exceed eighteen (18) months, may be considered as a leasing period by which the Premises would not be leased and therefore no income would be realized for such period) reduced to present value, plus (iv) Landlord's costs and expenses incurred in the enforcement hereof including reasonable attorneys' fees actually incurred as

herein provided. **LANDLORD HEREBY WAIVES ANY AND ALL OTHER RIGHTS AND REMEDIES TO WHICH LANDLORD MAY BE ENTITLED, AT LAW OR IN EQUITY, INCLUDING ANY RIGHT OF RE-ENTRY WITHOUT TERMINATING THIS LEASE AND ANY LOCK-OUT REMEDIES AVAILABLE UNDER APPLICABLE LAW.**

17.3. Mitigation & Lien Waiver. Notwithstanding anything to the contrary set forth herein, Landlord shall use its reasonable best efforts to mitigate its damages resulting from a Tenant Default. **LANDLORD HEREBY WAIVES AND DISCLAIMS ALL STATUTORY AND CONTRACTUAL LIEN RIGHTS IN TENANT’S FURNITURE, FIXTURES, TRADE FIXTURES, EQUIPMENT, MERCHANDISE, AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER PLACED AT THE PREMISES.**

18. Default by Landlord.

“**Landlord Default**” means Landlord’s failure to perform or observe any of its obligations under this Lease after a period of thirty (30) days (or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure) after receiving notice from Tenant setting forth in reasonable detail the nature and extent of such failure. If Landlord commits a Landlord Default, Tenant, in addition to any remedies available under law or equity, may, without being obligated to and without waiving the Landlord Default, cure the Landlord Default. Landlord shall pay Tenant, upon demand, all costs, expenses, and disbursements incurred by Tenant to cure the Landlord Default. If Landlord does not make such payment within thirty (30) days of demand, Tenant may deduct all such costs and expenses from the rent next coming due. If Tenant elects not to cure the Landlord Default, Tenant may either terminate this Lease upon written notice to Landlord after the expiration of any applicable cure period or abate any and all rent payments owed to Landlord until the date that such Landlord Default is cured by Landlord (at which time Tenant shall resume making rental payments owed for the period after the date of cure).

19. Control of ATM; Confidentiality.

19.1. Control. Landlord acknowledges that the operation of the ATM facility is governed by the policies and procedures developed or to be developed by Tenant from time to time. Therefore, except as expressly set forth herein otherwise, Tenant has the right to control and manage the ATM facility, the operation and maintenance thereof, and all business and transactions conducted therefrom, including the functions and features provided, the development of products, and the pricing of services (including surcharges on Tenant’s customers or non-customers).

19.2. Confidentiality. During its performance under this Lease, Tenant may deliver to Landlord certain oral and written information, and plans and drawings regarding the ATM facility, and the operation thereof, which information is proprietary in nature (the “**Tenant Materials**”). Landlord shall (i) keep the Tenant Materials and the existence and contents of this Lease confidential, (ii) only make such information available to its officers, directors, and employees only on a need-to-know basis, and (iii) not disclose such information to any person or entity without the prior written consent of Tenant. If this Lease is terminated, Landlord shall return to Tenant all Tenant Materials and any copies thereof. Landlord shall not, directly or indirectly, use the Tenant Materials in its business or in its dealing with any other person or entity.

20. Notices.

20.1. Written Notice; Delivery Methods. Each party giving or making any notice, request, demand, consent, approval, or other communication (each, a “**Notice**” (but sometimes “**notice**”)) pursuant to the Lease shall: (i) give the Notice in writing; (ii) cause the Notice to be signed by an authorized representative of the sending party (the sending party’s attorney is authorized to sign and send a Notice on behalf of the sending party); and (iii) use one of the following methods of delivery, each of which for

purposes of the Lease is a writing: (a) personal delivery; (b) Certified Mail, return receipt requested, with postage paid; (c) nationally recognized overnight courier, with all fees paid; or (d) email (but only if a party's email address is included in its notice address below or is otherwise provided to the other party by a Notice). If a Notice is sent by email, the party sending the Notice also must send, unless such requirement is waived in a return email from the receiving party, a confirmation copy of the Notice by one of the other methods set forth above within three (3) business days after the send date of the email (or else such email notice is void).

20.2. Addresses. Each party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "**Addressee**") at the address(es) listed in the Notice Addresses section of the Key Provisions Summary or to another Addressee or at another address as designated by a party in a Notice. Notices may not be sent to the Premises. Any notice sent to the Premises is deemed ineffective.

20.3. Effectiveness of a Notice. Except as provided elsewhere in this Lease, a Notice is effective only if (i) the party giving the Notice has complied with the two subsections set forth above and (ii) the Notice is deemed to have been received by the Addressee. A Notice is deemed to have been received by the Addressee as follows: (a) if a Notice is delivered in person, sent by Certified Mail, or sent by nationally recognized overnight courier: on the earlier of the date of delivery or the date the Notice is available for pickup, all as evidenced by the records of the delivering person or entity; (b) if a Notice is sent by email: on the date the email Notice is sent to the Addressee's email address; and (c) if the Addressee rejects or otherwise refuses to accept the Notice (e.g., if the Addressee does not pick up the Notice timely), or if the Notice cannot be delivered because of a change in address for which no Notice was given: upon the rejection, refusal, or inability to deliver the Notice, which will be deemed to be the date of rejection, refusal, inability to deliver, or availability for pickup, all as evidenced by the records of the delivering person or entity.

20.4. Delivery Time of Notice. Notwithstanding the foregoing, if any Notice is received after 5:00 p.m. on a Business Day where the Addressee is located, or on a day that is not a Business Day where the Addressee is located, then the Notice is deemed received at 9:00 a.m. on the next Business Day where the Addressee is located.

21. Subordination, Non-Disturbance, and Attornment.

21.1. This Lease is subject and subordinate to the lien of all mortgages or deeds of trust which may now affect or encumber all or any portion of the Premises and to all renewals, modifications, consolidations, replacements, and extensions thereof. Landlord shall use commercially reasonable efforts to obtain a Subordination, Non-Disturbance, and Attornment Agreement ("**SNDA**") from Landlord's current lender providing generally that the mortgagee, trustee, or any purchaser at the foreclosure of the mortgage or deed of trust will not disturb Tenant's possession of the Premises and that Tenant will attorn to such mortgagee, trustee, or purchaser at foreclosure as Landlord under the terms and conditions of this Lease upon receiving written notice that such party has succeeded to the interest of Landlord under this Lease. Tenant is liable for all costs and expenses of obtaining such SNDA.

21.2. This Lease is subject and subordinate to the lien of all mortgages or deeds of trust which may hereafter affect or encumber all or any portion of the Premises and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, that the foregoing provision is applicable only to those mortgages or deeds of trust for which Tenant has been provided an SNDA. Tenant is liable for all costs and expenses of obtaining such SNDA.

22. Hazardous Materials.

22.1. Definitions. "**Environmental Law**" means any law, statute, ordinance, rule, or regulation pertaining to health, industrial hygiene, Hazardous Materials (as defined below), or the

environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976). “**Hazardous Materials**” means petroleum, asbestos, polychlorinated biphenyls, formaldehyde, radioactive materials, radon gas, mold, or any chemical, material, or substance now or hereafter designated, classified or regulated as being “toxic” or “hazardous” or a “pollutant” or words of similar import, under any Environmental Law.

22.2. Compliance. To the best knowledge of Landlord, there are no Hazardous Materials located on, under, or about the Premises. Tenant and Landlord will each handle, treat, deal with, and manage any Hazardous Materials in, on, under or about the Premises (in the case of Tenant) and the Development (in the case of Landlord) in compliance with all Environmental Laws and prudent industry practices regarding Hazardous Materials. Neither Landlord nor Tenant will use any Hazardous Materials in the Development or the Premises, respectively, except as necessary in the ordinary course of business and in full compliance with all Environmental Laws. Landlord will use its best efforts to cause any other tenants of Landlord at the Development to comply with all Environmental Laws and to not allow any other tenant to use any Hazardous Materials except as necessary in the ordinary course of business and in compliance with all Environmental Laws. Tenant will promptly notify Landlord of any release or presence of any Hazardous Material in the Premises of which Tenant becomes aware and Landlord will promptly notify Tenant of any release or presence of any Hazardous Material in any area where Tenant’s customers, employees, agents, or contractors may be likely to be present.

22.3. Remediation. If Hazardous Materials are released at the Premises by Tenant, its agents, employees, or contractors, then Tenant is solely responsible for the removal and remediation of such Hazardous Materials to the extent required by governmental authorities in compliance with applicable Environmental Laws. Landlord is solely responsible for the removal and remediation of any other Hazardous Materials at the Premises regardless of when discovered and to the extent required by governmental authorities in compliance with applicable Environmental Laws as well as to the extent required to allow construction, operation, and removal of the ATM facility.

22.4. Indemnification. Tenant shall indemnify and hold Landlord harmless from and against all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs, or expense (including reasonable attorneys’ fees, consultants’ fees, investigation and laboratory fees, court costs, and litigation expenses), which arise from the presence of Hazardous Materials at the Premises released by Tenant or its agents, employees, or contractors. Landlord shall indemnify and hold Tenant harmless from and against all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs, or expense (including reasonable attorneys’ fees, consultants’ fees, investigation and laboratory fees, court costs, and litigation expenses), which arise from the presence of Hazardous Materials in the Premises unless such presence was caused by Tenant or its agents, employees, or contractors.

23. Quiet Enjoyment.

Landlord covenants that so long as Tenant has not committed a Tenant Default under the terms of this Lease Tenant will have quiet and peaceful possession of the Premises and will enjoy all the rights herein granted without interference by Landlord or anyone claiming by, through or under Landlord or by the lessor under any master lease of the Development.

24. Compliance with Laws.

Landlord and Tenant shall comply with applicable federal, state, and local laws, rules, regulations, and ordinances. Tenant is responsible for compliance with the American with Disabilities Act and other disabled access laws and regulations (collectively “**ADA**”) at the Premises. Landlord is responsible for compliance with the ADA at the Development. Landlord shall reasonably cooperate with Tenant in connection with Tenant’s efforts to comply with the ADA and other applicable laws. Notwithstanding the

foregoing, Landlord acknowledges that many of Tenant’s covenants and obligations hereunder, including the establishment, closure, and relocation of the ATM facility, are subject to Tenant’s obtaining the consent or approval of all regulatory agencies (including the Comptroller of Currency) now or hereafter empowered to regulate Tenant and its business operations and such regulations supersede the terms and conditions of this Lease.

25. Force Majeure.

25.1. Definition. “**Force Majeure Event**” means any act or event, whether foreseen or unforeseen, that meets all three of the following tests: (a) the act or event prevents a party (the “**Non-Performing Party**”), in whole or in part, from (i) performing its obligations under this Lease, or (ii) satisfying any conditions to the obligations of the other party (the “**Performing Party**”) under this Lease; (b) the act or event is beyond the reasonable control of and not the fault of the Non-Performing Party; and (c) the Non-Performing Party has been unable to avoid or overcome the act or event by the exercise of due diligence. In furtherance of the definition of Force Majeure Event and not in limitation of that definition, each of the following acts or events is an example of an act or event that could be a Force Majeure Event if the act or event meets each of the above requirements of this Section 25.1: accident; fire; act of God; act of a public enemy; injunction; riot; strike; lockout; insurrection; war; terrorist attack; court order; requisition or order of governmental body or authority; epidemic, pandemic, or quarantine (such as the events connected with COVID-19); and inability to procure labor or materials from normally available sources. Notwithstanding the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions, and insufficiency of funds.

25.2. Suspension of Performance. If a Force Majeure Event occurs, the Non-Performing Party is excused from (i) whatever performance is prevented by the Force Majeure Event to the extent prevented, and (ii) satisfying whatever conditions precedent to the Performing Party’s obligations that cannot be satisfied, but only to the extent they cannot be satisfied due to the Force Majeure Event. Notwithstanding the preceding sentence, a Force Majeure Event does not excuse any obligation by either the Performing Party or the Non-Performing Party to make any payment required under this Lease.

25.3. Obligations of Non-Performing Party. Not later than five (5) business days after becoming aware of the occurrence of a Force Majeure Event, the Non-Performing Party shall send written notice to the Performing Party describing the particulars of the occurrence, including an estimate of its expected duration and probable impact on the performance of the Non-Performing Party’s obligations under this Lease. During the continuation of the Force Majeure Event, the Non-Performing Party shall (i) furnish timely, regular written reports updating the initial notice and providing any other information reasonably requested by the Performing Party; (ii) exercise commercially reasonable efforts to mitigate or limit damages to the Performing Party; (iii) exercise commercially reasonable due diligence to overcome the Force Majeure Event; (iv) to the extent that it is able, continue to perform its obligations under this Lease; and (v) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure Event requires.

25.4. Resumption of Performance. When a Force Majeure Event no longer prevents the Non-Performing Party from (i) resuming performance of its obligations under this Lease, or (ii) satisfying the conditions precedent to the Performing Party’s obligations, the Non-Performing Party shall immediately give the Performing Party written notice to that effect and shall resume performance under this Lease no later than five (5) business days after the notice is delivered.

25.5. Exclusive Remedy. Except as explicitly set forth otherwise in this Lease, the relief offered by this Force Majeure provision is the exclusive remedy available to the Non-Performing Party with respect to a Force Majeure Event. In addition, the liability of either party for an event that arose before the occurrence of the Force Majeure Event is not excused because of such occurrence.

26. Brokers.

Each party represents to the other that it has had no dealings with any real estate broker, agent, or finder in connection with the negotiation of this Lease other than the Broker(s) and that it knows of no real estate broker or agent entitled to any commission or finder's fee in connection with this Lease other than the Broker(s). Landlord shall pay to the Broker(s) a commission fee pursuant to a separate written agreement with the Broker(s). Each party shall indemnify and hold harmless the other party from and against all claims, demands, losses, liabilities, lawsuits, judgments, costs, and expenses (including attorneys' fees and costs) with respect to any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker, agent, or finder.

27. Conditions Precedent.

All obligations of Tenant under this Lease are subject to the occurrence of, or Tenant's written waiver of, each of the following conditions precedent: (i) Sufficient evidence of Landlord's title to the Premises and authority to enter into this Lease; (ii) Landlord's receipt of any consent or approval required by the CCR Docs (or other recorded document) and from any tenant (anchor or otherwise) or lender having consent or approval rights for this Lease or for the use of the Premises for an ATM; (iii) Except as otherwise provided in clause (ii) above, Tenant's ability to procure all building, signage, construction, and operating permits, approvals, and consents for an ATM at the Premises; and (iv) Tenant's ability to access required utilities without payment of unusual fees or costs. Landlord shall cooperate in making and executing any applications that may be requested by Tenant to obtain any necessary permits, approvals, or consents. Each of Tenant's approvals that are a condition precedent to Tenant's obligations hereunder may be given or withheld in Tenant's sole and absolute discretion without considering the interests of Landlord or any third-party. If all of the conditions precedent have not been satisfied or waived in writing by Tenant within the time limits specified herein, then all of Tenant's obligations hereunder terminate upon written notice given by Tenant to Landlord; provided, however, that Tenant, by written notice to Landlord, may extend by up to forty-five (45) days the period within which any condition precedent may be satisfied or waived.

28. Additional Terms.

28.1. Default Rate of Interest. The "**Default Rate**" of interest is the lesser of eight percent (8%) per annum or the rate per annum equal to the then current prime interest rate published in The Wall Street Journal in its "Money Rates" section.

28.2. Successors or Assigns. The terms, conditions, covenants, and agreements of this Lease extend to and are binding upon Landlord, Tenant, and their respective heirs, administrators, executors, legal representatives and permitted successors, subtenants, and assigns, if any, and upon any person or entity coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

28.3. Severability. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid, illegal, or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to parties or circumstances other than those to which it is held invalid, illegal, or unenforceable, is not affected thereby and each term, covenant, and condition of this Lease remains valid and enforceable to the fullest extent permitted by law, but only if the essential terms and conditions of this Lease for each party remain valid, binding, and enforceable.

28.4. Memorandum of Lease. Neither Landlord nor Tenant will permit, allow or cause this Lease, or any amendment to this Lease, to be recorded in any public registry or office of register of deeds; provided, however, at the request of either party, Landlord and Tenant shall execute a recordable memorandum of this Lease setting forth the names and addresses of the parties, a reference to this Lease with its date of execution, specific legal descriptions of the Premises, the Commencement Date, the Rent Commencement Date, the term of this Lease, and any Renewal Term(s), which memorandum may be

recorded by Tenant at Tenant's expense or by Landlord at Landlord's expense in the appropriate public records of the jurisdiction in which the Premises are situated.

28.5. Waiver. The parties may waive any provision of this Lease only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Lease, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.

28.6. Amendment. The parties may amend this Lease only by a written agreement of the parties that identifies itself as an amendment to this Lease.

28.7. Headings & Interpretation. The descriptive headings/captions of the sections and subsections of this Lease are for convenience only, do not constitute a part of this Lease, and do not affect this Lease's construction or interpretation. Whenever used in this Lease: (i) except as specifically set forth otherwise in this Lease, the words "herein", "hereof", and similar words refer to this Lease in its entirety and not solely to any specific sentence, paragraph, or section; (ii) the words "include," "includes," and "including" mean considered as part of a larger group, incorporate "without limitation", and are not limited to the items recited; (iii) the word "shall" means "is obligated to"; (iv) the word "may" means "is permitted to, but is not obligated to"; and (v) unless otherwise noted a reference to a specific Section or Exhibit is a reference to a Section or Exhibit in or attached to this Lease.

28.8. Choice of Law. The laws of the state, commonwealth, or jurisdiction where the Premises are located (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Lease and the transactions it contemplates, including its interpretation, construction, performance, and enforcement.

28.9. Authority to Execute. Each party represents to the other party that this Lease: (i) resulted from an arm's-length negotiation; (ii) has been duly authorized, executed, and delivered by and on behalf of such party; and (iii) constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this Agreement. In addition, Landlord represents to Tenant that Landlord has the full right, power, and authority to execute this Lease without the necessity of obtaining any third-party approval (other than those already obtained by Landlord) and that the terms of this Lease do not violate any lease, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this Lease.

28.10. No Construction Against Drafting Party. Landlord and Tenant acknowledge that each of them and their respective counsel have had an opportunity to review this Lease and that this Lease will not be construed for or against either party merely because such party prepared or drafted this Lease or any particular provision thereof.

28.11. Counterparts & Digital Signatures. The parties may execute this Lease in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Lease. The signatures of all parties need not appear on the same counterpart. This Lease is valid, binding, and enforceable against a party only when executed by an authorized individual on behalf of a party by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature has for all purposes the same validity, legal effect, and admissibility in evidence as an original manual signature. This Lease is effective upon delivery of one executed counterpart from each party to the other

party(ies). In proving this Lease, a party must produce or account only for the executed counterpart of the party to be charged.

28.12. Acceptance. The submission of this Lease to Landlord by Tenant or to Tenant by Landlord does not constitute an offer to lease. This Lease becomes effective only upon the execution and delivery thereof by both Landlord and Tenant.

28.13. Damages. Notwithstanding anything set forth in this Lease to the contrary, neither party is liable to the other for any special, indirect, punitive, or consequential damages.

28.14. Time of the Essence. Time is of the essence in this Lease.

28.15. Business Days. “**Business Day**” (or “**business day**”) means, as to any party, any day that is not a Saturday, Sunday, or other day on which national banks are authorized or required to close in the state, commonwealth, or jurisdiction where the Premises are located (“**Bank Holiday**”). To compute a time period under this Lease when the period is stated in days or a longer unit of time: (i) exclude the day of the event that triggers the period; (ii) count every day, including intermediate Saturdays, Sundays, and Bank Holidays; and (iii) include the last day of the period, but if the last day is a Saturday, Sunday, or Bank Holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or Bank Holiday.

28.16. Attorneys’ Fees. In the event of any litigation related to this Lease, whether to enforce its terms, recover for default, or otherwise, if either party receives a judgment, settlement, or award in its favor (the “**Receiving Party**”) against the other party (the “**Paying Party**”) in such litigation, the Paying Party shall pay upon demand all of the Receiving Party’s costs, charges, and expenses (including reasonable attorneys’ fees, court costs, and expert witness fees) arising out of such litigation (including the costs of any appeal related thereto); provided, however, that if prior to commencement of a trial in the litigation the Paying Party offers to pay an amount equal to or in excess of such judgment, settlement, or award, the Receiving Party is not entitled to any such costs, charges, expenses, or attorneys’ fees.

28.17. Third-Party Beneficiaries. This Lease does not and is not intended to confer any rights or remedies upon any person or legal entity other than the signatories.

28.18. Survival. The provisions of this Lease that would require that they survive the expiration or earlier termination of the Lease in whole or part to give them full effect survive the expiration or termination of this Lease in whole or part for any reason, regardless of the date, cause, or manner of such expiration or termination. In addition, all rights of action arising from or related to this Lease that accrue during the term of the Lease, and any remedies for such claims, both legal and equitable, survive the expiration or earlier termination of this Lease.

28.19. Anti-Money Laundering, Sanctions, and Anti-Corruption.

28.19.1. “AML Laws” means all U.S. anti-money laundering laws that criminalize money laundering or any predicate crimes to money laundering. “**Anti-Corruption Laws**” means the U.S. Foreign Corrupt Practices Act and any similar applicable statute, rule, or regulation relating to bribery or corruption. “**Sanctions**” means any economic, trade, or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes, or anti-terrorism laws imposed from time to time by the United States government including but not limited to those administered or enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control. Each party represents to the other party that it is not a target of Sanctions and will not directly or indirectly transfer any of its interest in the Lease to a target of Sanctions. Each party shall not violate applicable Sanctions, AML Laws, or Anti-Corruption Laws to the extent that such violation results in it being unlawful for the non-violating party to transact business under the Lease with the violating party. If a violation occurs that results in it being unlawful for the non-violating party to transact business

under the Lease with the violating party, the non-violating party may suspend, upon written notice thereof to the violating party, any monetary obligations under the Lease until such time as the violating party is no longer in violation. In addition, if such violation is not cured promptly, the non-violating party may terminate the Lease upon prior written notice thereof to the violating party.

28.20. Lease Date. The date this Lease is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Lease. If a party signs but fails to date a signature the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Lease and the other party may inscribe that date as the date associated with the signing party's signature; provided, however, if only one party dated this Lease, then such date is the date of this Lease.

28.21. Merger/Prior Agreements. THIS LEASE CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS LEASE. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS LEASE ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS LEASE. THE PROVISIONS OF THIS LEASE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS LEASE, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS LEASE. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS LEASE OTHER THAN THOSE EXPRESSLY STATED IN THIS LEASE.

29. Waiver of Jury Trial.

EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.

[Remainder of Page Left Blank Intentionally –
Signatures on Following Page(s)]

The parties hereby execute this Lease as of the dates set forth below.

Landlord:

Tenant:

<LANDLORD ENTITY NAME>

WELLS FARGO BANK, N.A.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

SITE PLANS & ATM FACILITY

(See Attached)



**ECONOMIC
DEVELOPMENT
CORPORATION**

To: Donna Dodgen, Mayor
Seguin City Council

CC: Steve Parker, City Manager
Susan Caddell, Director of Finance

From: Josh Schneuker
Director of Economic Development | SEDC Executive Director

Date: April 1, 2025

Subject: SEDC Budget Amendment #1

Historical Background

On March 18, 2025, the SEDC Board of Directors approved Resolution 2025-03, amending the Fiscal Year 2025 Budget. This amendment is related to a loan agreement between the SEDC and Government Capital Corporation, as well as the Fund Balance/Working Capital Minimum Balance Policy.

Action Requested

The approved budget amendment includes:

- A transfer of **\$289,650** from the SEDC's Fund Balance for debt service payments due in FY25 for the Government Capital Corporation loan.
- A transfer of **\$1,290,746** from the SEDC's Fund Balance to the Incentive & Infrastructure Fund to support future prospect incentives or infrastructure projects.

Fiscal Impact

A total of **\$1,580,396** will be transferred from the SEDC Fund Balance. Following this transfer:

- The SEDC Fund Balance will retain a **three-month average of operating expenditures**.
- **Incentive & Infrastructure Fund Balance** as of **12/31/2024: \$1,856,547**
- **Incentive & Infrastructure Fund Balance after transfer: \$3,147,293**

Staff Recommendation

Staff recommends approval of the resolution **amending the Fiscal Year 2025 Budget** for the Seguin Economic Development Corporation.

**CITY OF SEGUIN
STATE OF TEXAS**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF SEGUIN, TEXAS APPROVING AN AMENDMENT TO THE FISCAL YEAR 2024 BUDGET FOR THE SEGUIN ECONOMIC DEVELOPMENT CORPORATION.

WHEREAS, the Bylaws for the Seguin Economic Development Corporation (the "SEDC") provide that after approval by the SEDC Board the Seguin City Council must also approve all amendments to the Corporation's budget; and

WHEREAS, on March 18, 2025, the Board of Directors for the SEDC passed Resolution NO. 2025-03, approving an amendment to their Fiscal Year 2025 budget; and

WHEREAS, \$289,650 will be transferred from the SEDC's Fund Balance to be appropriated for debt service payments due in FY25 for the Government Capital Corporation loan; and

WHEREAS, \$1,290,746 will also be transferred from the SEDC's Fund Balance to the SEDC's Incentive/Infrastructure Fund for future prospect incentives or infrastructure projects; and

WHEREAS, the transfer of funds from the SEDC's Fund Balance will leave at least three months' average operating expenditures in the operating fund balance.

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

SECTION ONE. The Amendment to the Seguin Economic Development Corporation's FY 2025 Budget as set forth in the attached corporate resolution is hereby approved.

PASSED AND APPROVED this 1st day of April 2025.

**DONNA DODGEN
MAYOR**

ATTEST:

**KRISTIN MUELLER
CITY SECRETARY**

A RESOLUTION AMENDING THE FISCAL YEAR 2025 SEGUIN ECONOMIC DEVELOPMENT CORPORATION BUDGET.

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL YEAR 2025 SEGUIN ECONOMIC DEVELOPMENT CORPORATION BUDGET IS AMENDED AS FOLLOWS:

SEDC Operating Fund

Amount	Increase:	Increase:
\$ 289,650	SEDC Operating Fund Non-Departmental Use of Fund Balance 037-9800-970000	SEDC Operating Fund Debt Service Payments Principal Payments 037-9200-900000

Reason requested: To appropriate debt service payments for FY25 for the Government Capital loan.

Amount	Increase:	Increase:
\$1,290,746	SEDC Operating Fund Non-Departmental Use of Fund Balance 037-9800-970000	SEDC Operating Fund Intragovernmental Transfers Transfers to Inc./Inf. Fund 037-8300-823700

Reason requested: To transfer funds to the Incentive/Infrastructure Fund for future prospect incentives or infrastructure projects. This will leave three months average operating expenditures in the operating fund balance.

SEDC Incentive/Infrastructure Fund

Amount	Increase:	Increase:
\$1,290,746	SEDC Inc./Infrastructure Fund Intragovernmental Transfers Transfers from SEDC Operating 137-391037	SEDC Inc./Infrastructure Fund Fund Balance 137-298020

Reason requested: To transfer funds from the SEDC Operating Fund for future prospect incentives or projects. This will leave three months average operating expenditures in the operating fund balance.

The Board of Directors of the Seguin Economic Development Corporation finds that these budget adjustments are required because changes and unforeseen conditions that could not have been anticipated in the original budget.

This resolution shall become effective and applicable on the date of its approval and passage.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE SEGUIN ECONOMIC DEVELOPMENT CORPORATION, on this the 18th day of March, 2025.



Don Keil
President
Seguin Economic Development Corporation

ATTEST:



Robert Meservey
Secretary

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SEGUIN, TEXAS DECLARING A NECESSITY FOR THE ACQUISITION OF A 0.266-ACRE PERMANENT UTILITY EASEMENT AND A 0.171-ACRE TEMPORARY CONSTRUCTION EASEMENT ON A TRACT OF LAND OUT OF THE MARGARITA CHERINO, SURVEY NUMBER 20, ABSTRACT NUMBER 10, GUADALUPE COUNTY, TEXAS, AND BEING OUT THE REMAINDER OF A 95.65-ACRE TRACT, AS CONVEYED TO ROY SCHULMEIER, BY DEED BY INDEPENDENT EXECUTOR UNDER A WILL AS RECORDED IN VOLUME 1555, PAGE 877, 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 RELATED ABOVE AND BELOW GROUND APPURTENANCES ALONG THE INTERSECTION OF FM 20 TO IMPROVE SERVICE CAPACITY TO THE AREA AND AUTHORIZING THE INSTITUTION OF CONDEMNATION PROCEEDINGS TO ACQUIRE SAID PROPERTY INTERESTS TO THE EXTENT NEGOTIATIONS ARE UNSUCCESSFUL.

WHEREAS, the City, by and through the Engineering and Capital Projects Department has determined that acquisition of a 0.266-acre permanent utility easement and a 0.171-acre temporary construction easement on a 95.65-acre tract of land in the Margarita Cherino, Survey Number 20, Abstract Number 10, Guadalupe County, Texas, conveyed to Roy Schulmeier, by Deed by Independent Executor Under a Will as recorded in Volume 1555, Page 877, of the Official Public Records of Guadalupe County, Texas. Said easements being more particularly described by metes and bounds and shown in Exhibit "A," which is attached hereto and incorporated for all purposes. The easements described and depicted in said exhibit are collectively referred to herein as the "Property."

WHEREAS, acquisition of the Property is necessary to advance and achieve the public purpose of installation, construction, operation, maintenance, repair, upgrade and removal of multiple wastewater and reuse water transmission lines, together with service connections, a cathodic protection system, SCADA (Supervisory Control and Data Acquisition) connections, and above-ground manhole covers, vehicular access, fiber optic lines, communication lines, electrical lines, water lines, and all other necessary or desirable above-ground and below-ground laterals and appurtenance thereto, including lift stations and fencing for the River Oak Wastewater Project (the "Project");

WHEREAS, the City, through the powers granted in the Constitution of the State of Texas, Section 51.071 of the Texas Local Government Code and Section 2.01 of the City Charter of the

STATE OF TEXAS

City of Seguin, Texas, may acquire the Property through the exercise of its eminent domain authority; and

WHEREAS, the City is unable to acquire said Property interests by negotiation and/or further negotiations have become futile, and therefore, the City is compelled to exercise its power of eminent domain.

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

SECTION 1. The above caption and recitals are found to be true and correct legislative and factual findings of the City Council of the City of Seguin, Texas, and they are hereby approved and incorporated herein for all purposes.

SECTION 2. It is authorized for the City, to utilize the power of eminent domain to acquire real property interests located in Guadalupe County, Texas, which are necessary to advance and achieve the public use of the Project.

SECTION 3. All acts and proceedings done or initiated by the employees, agents, and attorneys of the City for the acquisition of the Property are hereby authorized, ratified, approved, confirmed, and validated and declared to be valid in all respects as of the respective dates of such acts and proceedings, with and in regard to the grantors from whom such rights are being purchased or acquired. Such acts include, but are not limited to, establishing the amount of just compensation to be paid for the acquisition of the rights described herein based upon an independent appraisal, to negotiate for the acquisition of said property rights, to give notices, to make written offers to purchase, to enter into contracts, to retain appraisers, other experts or consultants deemed necessary for the acquisition process and, if necessary, to ask the City Attorney, or their designee, to institute and prosecute to conclusion proceedings in eminent domain to acquire the property, and to take all other lawful action necessary and incidental to such eminent domain proceedings.

SECTION 4. The determination of necessity to exercise the power of eminent domain in this matter is made according to reason and judgment with due regard and consideration of the relevant facts, circumstances, and alternatives, the knowledge of which exist at this time. Therefore, the City acting by and through its contractual eminent domain attorneys, is hereby directed and authorized to institute and prosecute to conclusion all necessary proceedings in eminent domain to condemn the Property as described herein and to acquire such interests in land as the City is unable to acquire through negotiation, and to take any other legal action necessary or incidental to such acquisition or eminent domain proceeding to investigate, survey, specify, define, and secure the necessary property rights.

SECTION 5. Severability: If any provision, section, subsection, sentence, clause, or phrase of this resolution declaring the necessity for acquisition of a 0.266-acre permanent utility easement and a 0.171-acre temporary construction easement on a 95.65-acre tract of land in the Margarita Cherino, Survey Number 20, Abstract Number 10, in Guadalupe County, Texas ("Resolution"), or the application of the same to any person or set of circumstances is for any reason held to be

CITY OF SEGUIN

RESOLUTION NO. _____

STATE OF TEXAS

unconstitutional, void, or invalid, the validity of the remaining portions of this Resolution shall not be affected thereby, it being the intent of the City Council of the City in adopting this Resolution that no portion hereof,

or provisions, or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion hereof and all provisions of this Resolution are declared to be severable for that purpose.

PASSED AND APPROVED on the 1ST day of April 2025.

DONNA DODGEN
MAYOR

ATTEST:

Kristin Mueller, City Secretary



• Engineers
• Surveyors
• Planners

Moy Tarin Ramirez Engineers, LLC

Temporary 10 - Foot Wide
Construction Easement

EXHIBIT " A "

Field Notes for a Tract of Land
Containing 0.171 of an acre (7,459.50 square feet)
Being a Temporary 10-Foot Wide Construction Easement

A 0.171 of an acre (7,459.50 square feet) tract of land being a Temporary 10-foot Wide Construction Easement situated in the Margarita Cherino, Survey Number 20, Abstract Number 10, Guadalupe County, Texas, being out the remainder of a 95.65 acre tract, as conveyed to Roy Schulmeier, by Deed by Independent Executor Under a Will as recorded in Volume 1555, Page 877, of the Official Public Records of Guadalupe County, Texas, said 0.171 of an acre (7,459.50 square feet) easement being more particularly described as follows:

Commencing: at a found 1/2" iron rod, having Texas State Plane Coordinates of N:13,774,161.86, E:2,298,703.72, on the north right of way line of F.M. Highway 20, a Variable Width right of way, and being the southwest corner of the remainder of said 95.65 acre tract;

Thence, with the north right of way line of said F.M. Highway 20, being the west boundary of the remainder of said 95.65 acre tract, North 00 degrees 28 minutes 15 seconds West, passing the southeast corner of Lot 901, Block 3, as shown on plat of Woodside Farms Subdivision Unit 1, as recorded in Volume 9, Pages 229-232, of the Official Public Records of Guadalupe County, Texas, and continuing said course with the east line of said Lot 901, Block 3 for a total distance of 35.85 feet to the **Point of Beginning**, having Texas State Plane Coordinates of N:13,774,197.70, E:2,298,703.43, and being a southwest corner of the herein described easement;

Thence, with the east boundary of said Lot 901, Block 3, being the west boundary of the remainder of said 95.65 acre tract, North 00 degrees 28 minutes 15 seconds West, a distance of 10.00 feet to a point, being the northwest corner of the herein described easement;

Thence, leaving the east boundary of said Lot 901, Block 3, over and across the remainder of said 95.65 acre tract, the following four (4) courses:

North 89 degrees 38 minutes 02 seconds East, a distance of 28.51 feet to a point, being a northeast corner of the herein described easement;

South 00 degrees 21 minutes 57 seconds East, a distance of 19.85 feet to a point, being an interior corner of the herein described easement;

North 89 degrees 38 minutes 03 seconds East, a distance of 681.64 feet to a point, being a northeast corner of the herein described easement;

EXHIBIT " A "Temporary 10 - Foot Wide
Construction Easement

South 00 degrees 00 minutes 00 seconds East, a distance of 26.00 feet to a point on the north right of way line of said F.M. Highway 20, being the south boundary of the remainder of said 95.65 acre tract, and being the southeast corner of the herein described easement;

Thence, with the north right of way line of said F.M. Highway 20, being the south boundary of the remainder of said 95.65 acre tract, South 89 degrees 38 minutes 03 seconds West, a distance of 10.00 feet to a point, being a southwest corner of the herein described easement;

Thence, leaving the north right of way line of said F.M. Highway 20, over the remainder of said 95.65 acre tract, the following four (4) courses;

North 00 degrees 00 minutes 00 seconds West, a distance of 16.00 feet to a point, being an interior corner of the herein described easement;

South 89 degrees 38 minutes 03 seconds West, a distance of 681.57 feet to a point, being a southwest corner of the herein described easement;

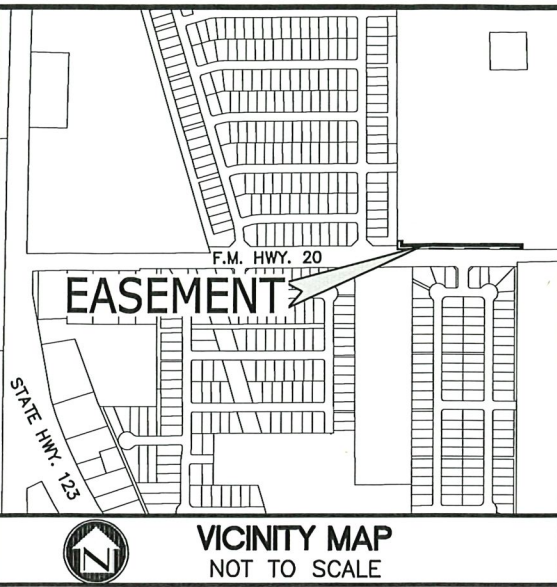
North 00 degrees 21 minutes 57 seconds West, a distance of 19.85 feet to a point, being an interior corner of the herein described easement;

South 89 degrees 38 minutes 02 seconds West, a distance of 18.49 feet to the **Point of Beginning**, containing a 0.171 of an acre (7,459.50 square feet) of land.

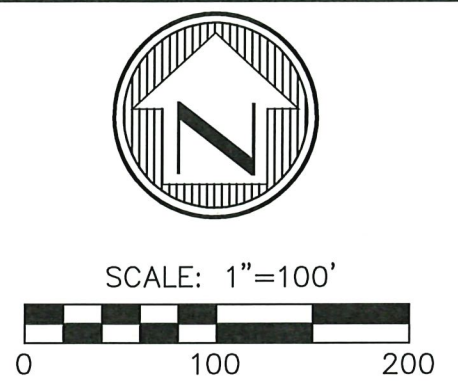
Note: Basis of bearings and coordinates cited were established from the State Plane Coordinate System, North American Datum of 1983, Texas South Central Zone. An exhibit of even date was prepared for this description.



Stephanie L. James
Stephanie L. James, R.P.L.S.
Registered Professional Land Surveyor
No. 5950
Date: 2024-08-20 Job No. 24026
Revised: 2024-10-03
Revised: 2024-10-31
Revised: 2024-12-10
SL



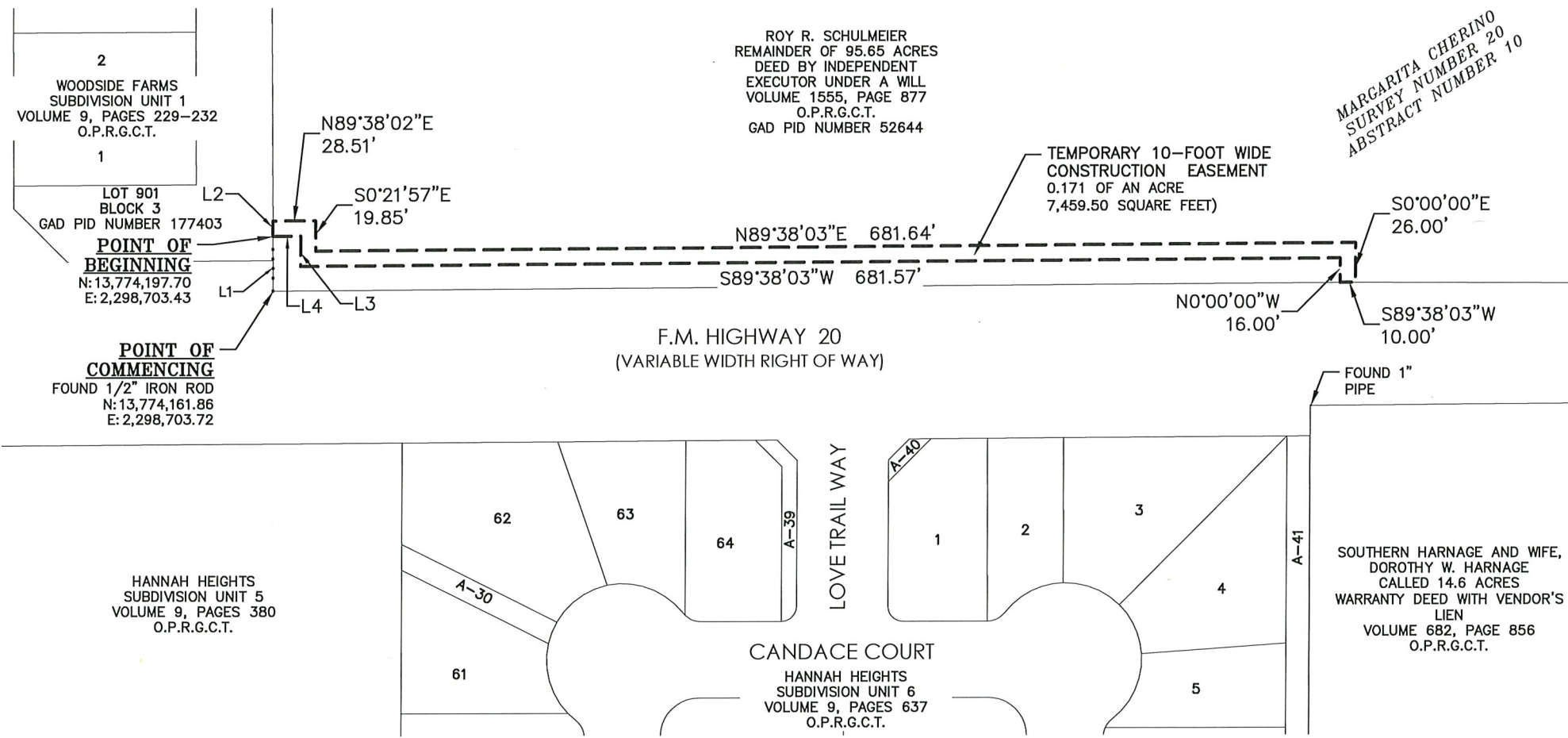
LINE TABLE		
LINE	LENGTH	DIRECTION
L1	35.85'	N00°28'15"W
L2	10.00'	N00°28'15"W
L3	19.85'	N00°21'57"W
L4	18.49'	S89°38'02"W



LEGEND:

O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS

GAD PID GUADALUPE APPRAISAL DISTRICT PROPERTY IDENTIFICATION



Stephanie L. James

MTR

Moy Tarin Ramirez Engineers, LLC

• Engineers
• Surveyors
• Planners

GENERAL NOTES:

- 1) BASIS OF BEARINGS AND COORDINATES CITED WERE ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.
- 2) ONLY THOSE COPIES WHICH BEAR AN ORIGINAL INK IMPRESSION SEAL AND AN ORIGINAL SIGNATURE OF THE SURVEYOR WILL BE CONSIDERED A "VALID" COPY. MOY TARIN RAMIREZ ENGINEERS, LLC., WILL NOT BE RESPONSIBLE FOR THE CONTENT OF ANYTHING OTHER THAN A VALID COPY OF THIS SURVEY.
- 3) A FIELD NOTE DESCRIPTION OF EVEN DATE WAS PREPARED FOR THIS EXHIBIT.
- 4) THIS EXHIBIT IS NOT INTENDED TO BE USED FOR THE TRANSFER OF REAL PROPERTY. NO MONUMENTATION HAS BEEN SET.

EXHIBIT OF

A 0.171 OF AN ACRE (7,459.50 SQUARE FEET) TRACT OF LAND BEING A TEMPORARY 10-FOOT WIDE CONSTRUCTION EASEMENT SITUATED IN THE MARGARITA CHERINO, SURVEY NUMBER 20, ABSTRACT NUMBER 10, GUADALUPE COUNTY, TEXAS, BEING OUT THE REMAINDER OF A 95.65 ACRE TRACT, AS CONVEYED TO ROY SCHULMEIER, BY DEED BY INDEPENDENT EXECUTOR UNDER A WILL AS RECORDED IN VOLUME 1555, PAGE 877, OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS,

DATE: AUGUST 20, 2024
 REVISED: OCTOBER 03, 2024
 REVISED: OCTOBER 31, 2024
 REVISED: DECEMBER 10, 2024

JOB NO. 24026

V:\24026_Seguin Hannah Heights 12 inch water\drawings\24026 (0.171 ac) 10ft temp wtr const ermts.dwg 2024/12/10 10:39am slopez



- Engineers
- Surveyors
- Planners

Moy Tarin Ramirez Engineers, LLC

Parcel Map Check Report

Job No. 24026 (0.171 of an ac) Temp 10-Foot Wide Const. Esmt.

Point of Beginning: North: 13774197.7023' East: 2298703.4254'

Segment #1 : Line

Course: N00° 28' 15"W Length: 10.00'

North: 13774207.7020' East: 2298703.3432'

Segment #2 : Line

Course: N89° 38' 02"E Length: 28.51'

North: 13774207.8841' East: 2298731.8527'

Segment #3 : Line

Course: S00° 21' 57"E Length: 19.85'

North: 13774188.0345' East: 2298731.9794'

Segment #4 : Line

Course: N89° 38' 03"E Length: 681.64'

North: 13774192.3868' East: 2299413.6055'

Segment #5 : Line

Course: S00° 00' 00"E Length: 26.00'

North: 13774166.3868' East: 2299413.6055'

Segment #6 : Line

Course: S89° 38' 03"W Length: 10.00'

North: 13774166.3229' East: 2299403.6057'

Segment #7 : Line**Course: N00° 00' 00"W Length: 16.00'****North: 13774182.3229' East: 2299403.6057'****Segment #8 : Line****Course: S89° 38' 03"W Length: 681.57'****North: 13774177.9711' East: 2298722.0496'****Segment #9 : Line****Course: N00° 21' 57"W Length: 19.85'****North: 13774197.8207' East: 2298721.9229'****Segment #10 : Line****Course: S89° 38' 02"W Length: 18.49'****North: 13774197.7026' East: 2298703.4332'****Perimeter: 1511.91' Area: 7459.50 Sq. Ft.****Error Closure: 0.0078 Course: N87° 54' 33"E****Error North: 0.00029 East: 0.00782****Precision 1: 193834.62**



EXHIBIT " A "

Field Notes for a Tract of Land
Containing 0.266 of an acre (11,566.05 square feet)
Being a Permanent 16-Foot wide Utility Easement

A 0.266 of an acre (11,566.05 square feet) tract of land being a Permanent 16-Foot wide Utility Easement situated in the Margarita Cherino, Survey Number 20, Abstract Number 10, Guadalupe County, Texas, being out the remainder of a 95.65 acre tract, as conveyed to Roy Schulmeier, by Deed by Independent Executor Under a Will as recorded in Volume 1555, Page 877, of the Official Public Records of Guadalupe County, Texas, said 0.266 of an acre (11,566.05 square feet) easement being more particularly described as follows:

Beginning: at a found 1/2" iron rod, having Texas State Plane Coordinates of N:13,774,161.86, E:2,298,703.72, on the north right of way line of F.M. Highway 20, a Variable Width right of way, being the southwest corner of the remainder of said 95.65 acre tract, and being the southwest corner of the herein described easement;

Thence, with the north right of way line of said F.M. Highway 20, being the west boundary of the remainder of said 95.65 acre tract, North 00 degrees 28 minutes 15 seconds West, passing the southeast corner of Lot 901, Block 3, as shown on plat of Woodside Farms Subdivision Unit 1, as recorded in Volume 9, Pages 229-232, of the Official Public Records of Guadalupe County, Texas, and continuing said course for a total distance of 35.85 feet to a point, being the northwest corner of the herein described easement;

Thence, leaving the east boundary of said Lot 901, Block 3, over the remainder of said 95.65 acre tract, the following four (4) courses:

North 89 degrees 38 minutes 02 seconds East, a distance of 18.49 feet to a point, being a northeast corner of the herein described easement;

South 00 degrees 21 minutes 57 seconds East, a distance of 19.85 feet to a point, being an interior corner of the herein described easement;

North 89 degrees 38 minutes 03 seconds East, a distance of 681.57 feet to a point, being a northeast corner of the herein described easement;

South 00 degrees 00 minutes 00 seconds East, a distance of 16.00 feet to a point on the north right of way line of said F.M. Highway 20, being the south boundary of the remainder of said 95.65 acre tract, and being the southeast corner of the herein described easement;

EXHIBIT " A "Permanent 16 - Foot Wide
Utility Easement

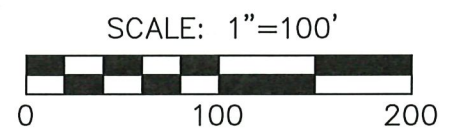
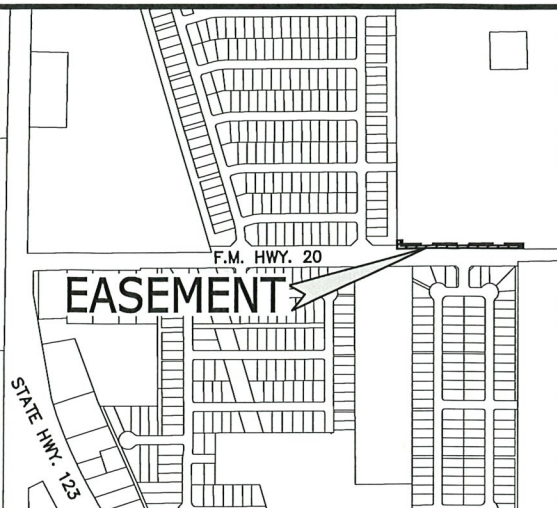
Thence, with the north right of way line of said F.M. Highway 20, being the south boundary of the remainder of said 95.65 acre tract, South 89 degrees 38 minutes 03 seconds West, a distance of 699.90 feet to the **Point of Beginning**, containing a 0.266 of an acre (11,566.05 square feet) of land.

Note: Basis of bearings and coordinates cited were established from the State Plane Coordinate System, North American Datum of 1983, Texas South Central Zone. An exhibit of even date was prepared for this description.



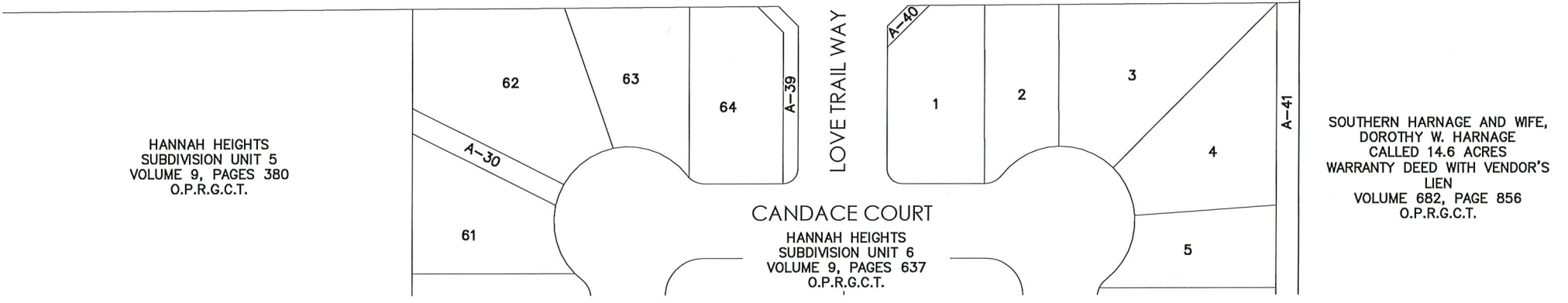
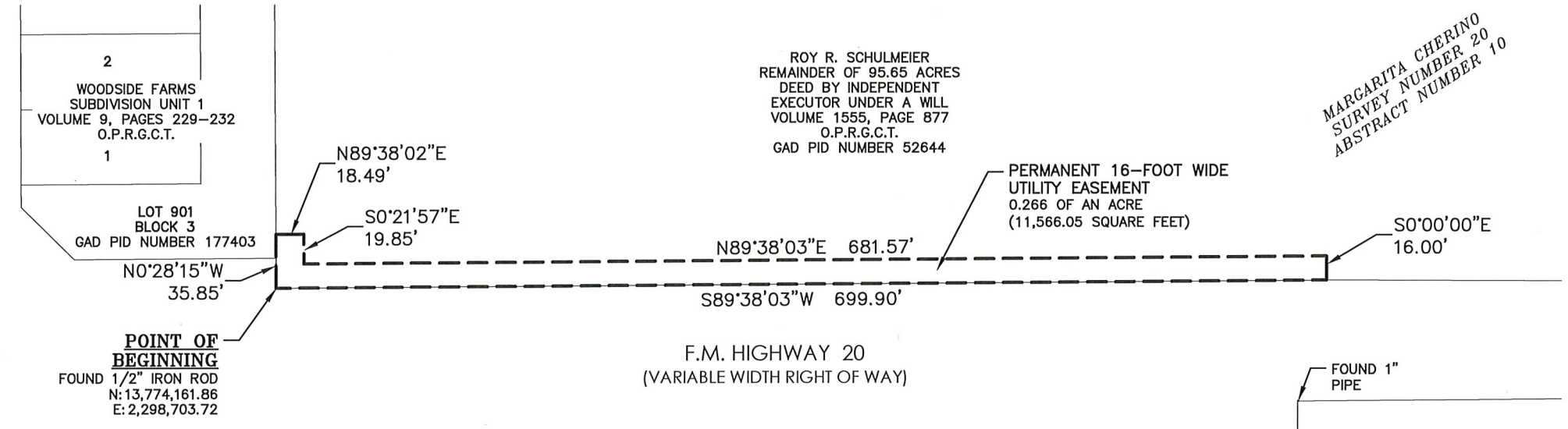
Stephanie L. James

 Stephanie L. James, R.P.L.S.
 Registered Professional Land Surveyor
 No. 5950
 Date: 2024-08-20 Job No. 24026
 Revised: 2024-10-03
 Revised: 2024-10-31
 Revised: 2024-12-10
 SL



LEGEND:
 O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
 GAD PID GUADALUPE APPRAISAL DISTRICT PROPERTY IDENTIFICATION

VICINITY MAP
NOT TO SCALE



Stephanie L. James

MTR
Moy Tarin Ramirez Engineers, LLC
 • Engineers
 • Surveyors
 • Planners

GENERAL NOTES:

- 1) BASIS OF BEARINGS AND COORDINATES CITED WERE ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.
- 2) ONLY THOSE COPIES WHICH BEAR AN ORIGINAL INK IMPRESSION SEAL AND AN ORIGINAL SIGNATURE OF THE SURVEYOR WILL BE CONSIDERED A "VALID" COPY. MOY TARIN RAMIREZ ENGINEERS, LLC., WILL NOT BE RESPONSIBLE FOR THE CONTENT OF ANYTHING OTHER THAN A VALID COPY OF THIS SURVEY.
- 3) A FIELD NOTE DESCRIPTION OF EVEN DATE WAS PREPARED FOR THIS EXHIBIT.
- 4) THIS EXHIBIT IS NOT INTENDED TO BE USED FOR THE TRANSFER OF REAL PROPERTY. NO MONUMENTATION HAS BEEN SET.

EXHIBIT OF

A 0.266 OF AN ACRE (11,566.05 SQUARE FEET) TRACT OF LAND BEING A PERMANENT 16-FOOT WIDE UTILITY EASEMENT SITUATED IN THE MARGARITA CHERINO, SURVEY NUMBER 20, ABSTRACT NUMBER 10, GUADALUPE COUNTY, TEXAS, BEING OUT THE REMAINDER OF A 95.65 ACRE TRACT, AS CONVEYED TO ROY SCHULMEIER, BY DEED BY INDEPENDENT EXECUTOR UNDER A WILL AS RECORDED IN VOLUME 1555, PAGE 877, OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS,

DATE: AUGUST 20, 2024
 REVISED: OCTOBER 03, 2024
 REVISED: OCTOBER 31, 2024
 REVISED: DECEMBER 10, 2024
 JOB NO. 24026

V:\24026 Seguin Hannah Heights 12 inch water drawings\24026 10.266 aci 201 - perm wtr srmts.dwg 2024/12/10 10:43am slopez



Parcel Map Check Report

Job No. 24026 (0.266 of an ac) 16-Foot Perm. Utility Esmt.

Point of Beginning: North: 13774161.8550' East: 2298703.7200'

Segment #1 : Line

Course: N00° 28' 15"W Length: 35.85'

North: 13774197.7038' East: 2298703.4254'

Segment #2 : Line

Course: N89° 38' 02"E Length: 18.49'

North: 13774197.8219' East: 2298721.9150'

Segment #3 : Line

Course: S00° 21' 57"E Length: 19.85'

North: 13774177.9723' East: 2298722.0418'

Segment #4 : Line

Course: N89° 38' 03"E Length: 681.57'

North: 13774182.3241' East: 2299403.5979'

Segment #5 : Line

Course: S00° 00' 00"E Length: 16.00'

North: 13774166.3241' East: 2299403.5979'

Segment #6 : Line

Course: S89° 38' 03"W Length: 699.90'

North: 13774161.8553' East: 2298703.7121'

Perimeter: 1471.66' Area: 11566.05 Sq. Ft.

Error Closure: 0.0079 Course: N87° 46' 29"W

Error North: 0.00031 East: -0.00786

Precision 1: 186286.08

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SEGUIN, TEXAS DECLARING A NECESSITY FOR THE ACQUISITION OF A 2.01-ACRE PERMANENT UTILITY EASEMENT AND A 0.23-ACRE TEMPORARY CONSTRUCTION EASEMENT ON A TRACT OF LAND OUT OF THE J. SOWELL SURVEY, A-35, GUADALUPE COUNTY, TEXAS, AND BEING OUT OF A CALLED 4.23-TRACT OF LAND (TRACT E) DEDICATED FOR DRAINAGE AND UTILITY USE, CONVEYED TO NOLTE FARMS MASTER COMMUNITY, INC DESCRIBED BY AN INSTRUMENT RECORDED IN DOCUMENT NUMBER 2016027809 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 NEAR GATESHEAD DRIVE TO INCREASE WASTEWATER SERVICE CAPACITY TO THE AREA AND AUTHORIZING THE INSTITUTION OF CONDEMNATION PROCEEDINGS TO ACQUIRE SAID PROPERTY INTERESTS TO THE EXTENT NEGOTIATIONS ARE UNSUCCESSFUL.

WHEREAS, the City, by and through the Engineering and Capital Projects Department has determined that acquisition of a 2.01-acre permanent utility easement and a 0.23-acre temporary construction easement on a 4.23-acre tract of land (Tract E) in the J. Sowell Survey, A-35, Guadalupe County, Texas, conveyed to Nolte Farms Master Community, Inc, described by an instrument recorded in document number 2016027809 of the Official Public Records, Guadalupe County, Texas. Said easements being more particularly described by metes and bounds and shown in Exhibit "A," which is attached hereto and incorporated for all purposes. The easements described and depicted in said exhibit are collectively referred to herein as the "Property."

WHEREAS, acquisition of the Property is necessary to advance and achieve the public purpose of installation, construction, operation, maintenance, repair, upgrade and removal of multiple wastewater and reuse water transmission lines, together with service connections, a cathodic protection system, SCADA (Supervisory Control and Data Acquisition) connections, and above-ground manhole covers , vehicular access, fiber optic lines, communication lines, electrical lines, water lines, and all other necessary or desirable above-ground and below-ground laterals and appurtenance thereto, including lift stations and fencing for the Geronimo Creek Wastewater Treatment Plant Force Main Project (the "Project");

WHEREAS, the City, through the powers granted in the Constitution of the State of Texas, Section 51.071 of the Texas Local Government Code and Section 2.01 of the City Charter of the City of Seguin, Texas, may acquire the Property through the exercise of its eminent domain authority; and

STATE OF TEXAS

WHEREAS, the City is unable to acquire said Property interests by negotiation and/or further negotiations have become futile, and therefore, the City is compelled to exercise its power of eminent domain.

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

SECTION 1. The above caption and recitals are found to be true and correct legislative and factual findings of the City Council of the City of Seguin, Texas, and they are hereby approved and incorporated herein for all purposes.

SECTION 2. It is authorized for the City, to utilize the power of eminent domain to acquire real property interests located in Guadalupe County, Texas, which are necessary to advance and achieve the public use of the Project.

SECTION 3. All acts and proceedings done or initiated by the employees, agents, and attorneys of the City for the acquisition of the Property are hereby authorized, ratified, approved, confirmed, and validated and declared to be valid in all respects as of the respective dates of such acts and proceedings, with and in regard to the grantors from whom such rights are being purchased or acquired. Such acts include, but are not limited to, establishing the amount of just compensation to be paid for the acquisition of the rights described herein based upon an independent appraisal, to negotiate for the acquisition of said property rights, to give notices, to make written offers to purchase, to enter into contracts, to retain appraisers, other experts or consultants deemed necessary for the acquisition process and, if necessary, to ask the City Attorney, or their designee, to institute and prosecute to conclusion proceedings in eminent domain to acquire the property, and to take all other lawful action necessary and incidental to such eminent domain proceedings.

SECTION 4. The determination of necessity to exercise the power of eminent domain in this matter is made according to reason and judgment with due regard and consideration of the relevant facts, circumstances, and alternatives, the knowledge of which exist at this time. Therefore, the City acting by and through its contractual eminent domain attorneys, is hereby directed and authorized to institute and prosecute to conclusion all necessary proceedings in eminent domain to condemn the Property as described herein and to acquire such interests in land as the City is unable to acquire through negotiation, and to take any other legal action necessary or incidental to such acquisition or eminent domain proceeding to investigate, survey, specify, define, and secure the necessary property rights.

SECTION 5. Severability: If any provision, section, subsection, sentence, clause, or phrase of this resolution declaring the necessity for acquisition of a 2.01-acre permanent utility easement and a 0.23-acre temporary construction easement on a 4.23-acre tract of land (Tract E) in the J. Sowell Survey, A-35, in Guadalupe County, Texas ("Resolution"), or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Resolution shall not be affected thereby, it being the intent of the City Council of the City in adopting this Resolution that no portion hereof, or provisions, or regulations contained herein, shall become inoperative or fail by reason of any

CITY OF SEGUIN

RESOLUTION NO. _____

STATE OF TEXAS

unconstitutionality or invalidity of any other portion hereof and all provisions of this Resolution are declared to be severable for that purpose.

PASSED AND APPROVED on the 1st day of April 2025.

DONNA DODGEN
MAYOR

ATTEST:

Kristin Mueller, City Secretary

EXHIBIT " A "

City of Seguin

Geronimo Creek WWTP Utilities

TRACT NO. APN 157037

Description of a variable width permanent easement and right of way situated in the J. Sowell Survey, A-35, Guadalupe County, Texas, out of The Meadows at Nolte Farms Phase I, and being over through and across a called 4.23 acre tract of land (Tract E) dedicated for drainage and utility use, conveyed to Nolte Farms Master Community, Inc described by an instrument recorded in document number 2016027809 of the Official Public Records of Guadalupe County, Texas (O.P.R.G.C.T.), said easement being more particularly described by metes and bounds as follows:

PERMANENT EASEMENT AND RIGHT OF WAY

BEGINNING at a found 1/2 inch iron rod on the northwest corner of said called 4.23 acre tract of land and in the south right of way line of Nolte Farm drive begin in a curve to the left;

THENCE along said curve to the left having a radius of 630 feet, a chord bearing of **North 82°09'36" East**, for a distance of **40.90** feet and an arch length of 40.91 feet to a point on the east boundary line of said called 4.23 acres;
THENCE **South 21°17'07" East**, along the east boundary line of said tract, for a distance of **471.67** feet to a point to a 1/2 iron rod for an interior corner;
THENCE **South 00°24'12" East**, following along said east boundary line, for a distance of **473.10** feet to a point;
THENCE **South 45°31'51" East**, for a distance of **240.98** feet to a point on the east boundary line of said tract;
THENCE **South 00°23'36" East**, for a distance of **4.08** feet to a point to a 1/2 iron rod for an interior corner of said tract;
THENCE **North 89°33'52" East**, along a north boundary line of said tract, for a distance of **869.26** feet to a point for the easterly northeast corner;
THENCE **South 00°26'08" East**, along the east boundary of said tract, for a distance of **40.49** feet to a point for the easterly southeast corner of said tract;
THENCE **South 89°21'50" West**, following along a south boundary line of said tract, for a distance of **892.24** feet to a point;
THENCE **North 45°31'51" West**, for a distance of **263.88** feet to a point on the west boundary line of said tract;
THENCE **North 00°27'36" West**, along said west boundary line, for a distance of **497.64** feet to an angle point on said west boundary line;
THENCE **North 21°18'42" West**, continuing along said west boundary line, for a distance of **473.58** feet the **POINT OF BEGINNING**, said permanent easement and right of way having a total area of 2.01 acres, more or less.

All bearings and distances shown herein are grid, based upon the Texas Coordinate System, Texas South Central Zone 4204, North American Datum of 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. Survey Feet, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in March of 2022.

Chad J. Barrios
Registered Professional Land Surveyor
Texas Registration No. 6184
Survey Firm License No. 1019380

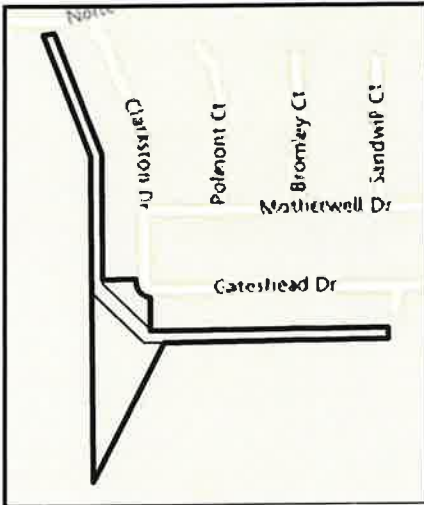
6/6/24

Date:

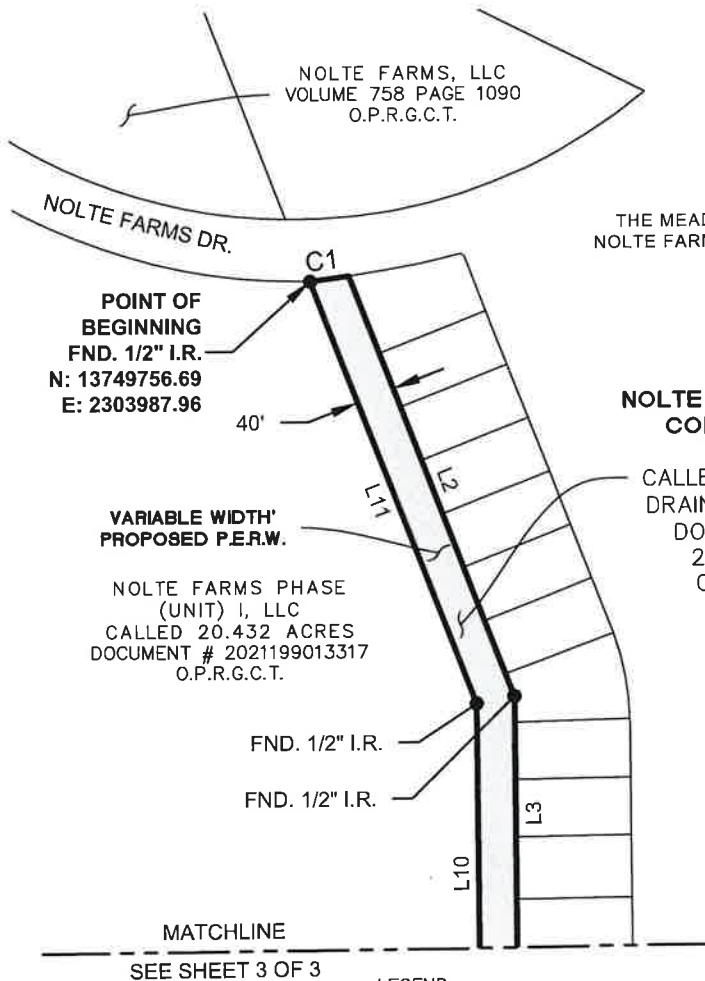


EXHIBIT "A"

GUADALUPE COUNTY J. SOWELL SURVEY, A-35 THE MEADOWS AT NOLTE FARMS PHASE I TRACT E



VICINITY MAP
N.T.S.



THE MEADOWS AT
NOLTE FARMS PHASE I

157037
NOLTE FARMS MASTER
COMMUNITY, INC
TRACT E
CALLED 4.23 ACRES
DRAINAGE/UTILITIES
DOCUMENT NO.
2016027809
O.P.R.G.C.T.

NOLTE FARMS PHASE
(UNIT) I, LLC
CALLED 20.432 ACRES
DOCUMENT # 2021199013317
O.P.R.G.C.T.

MATCHLINE
SEE SHEET 3 OF 3

TOTAL AREA OF P.E.R.W.: 2.01 ACRES

NOTES

1. ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GRID, BASED UPON THE TEXAS COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY TRC PIPELINE SERVICES, LLC IN MARCH, 2022.
2. THE TITLE INFORMATION OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON TITLE RESEARCH CONDUCTED BY TRC PIPELINE SERVICES, LLC.
3. IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

LEGEND

I.R.	IRON ROD
I.P.	IRON PIPE
FND.	FOUND
N.T.S.	NOT TO SCALE
R.O.W.	RIGHT OF WAY
T.W.S.	TEMPORARY WORKSPACE
A.T.W.	ADDITIONAL TEMPORARY WORKSPACE
P.E.R.W.	PERMANENT EASEMENT AND RIGHT OF WAY
T.A.R.	TEMPORARY ACCESS ROAD
P.A.R.	PERMANENT ACCESS ROAD
	BROKEN LINE NOT SCALABLE
	PROPERTY LINE
	BASELINE
	EXISTING PIPELINE
	R.O.W.



Chad J. Barrios
CHAD J. BARRIOS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6184
SURVEY FIRM LICENSE NO. 10193802



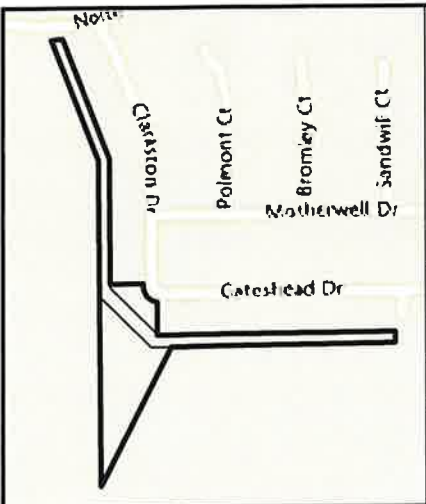
6/6/24

THE CITY OF SEGUIN

DWG BY:	CP	GERONIMO CREEK WWTP UTILITIES PERMANENT EASEMENT AND RIGHT OF WAY ACROSS THE PROPERTY OF NOLTE FARMS MASTER COMMUNITY, INC
CKD BY:	TRC	
DATE:	6/5/24	
SCALE:	1" = 200'	
REV#	DATE	DESCRIPTION
1	04/09/24	SEPARATED WORKSPACE
DRAWING:		APN 157037_PERW
SHEET NO.		2 OF 2

EXHIBIT "A"

GUADALUPE COUNTY J. SOWELL SURVEY, A-35 THE MEADOWS AT NOLTE FARMS PHASE I TRACT E



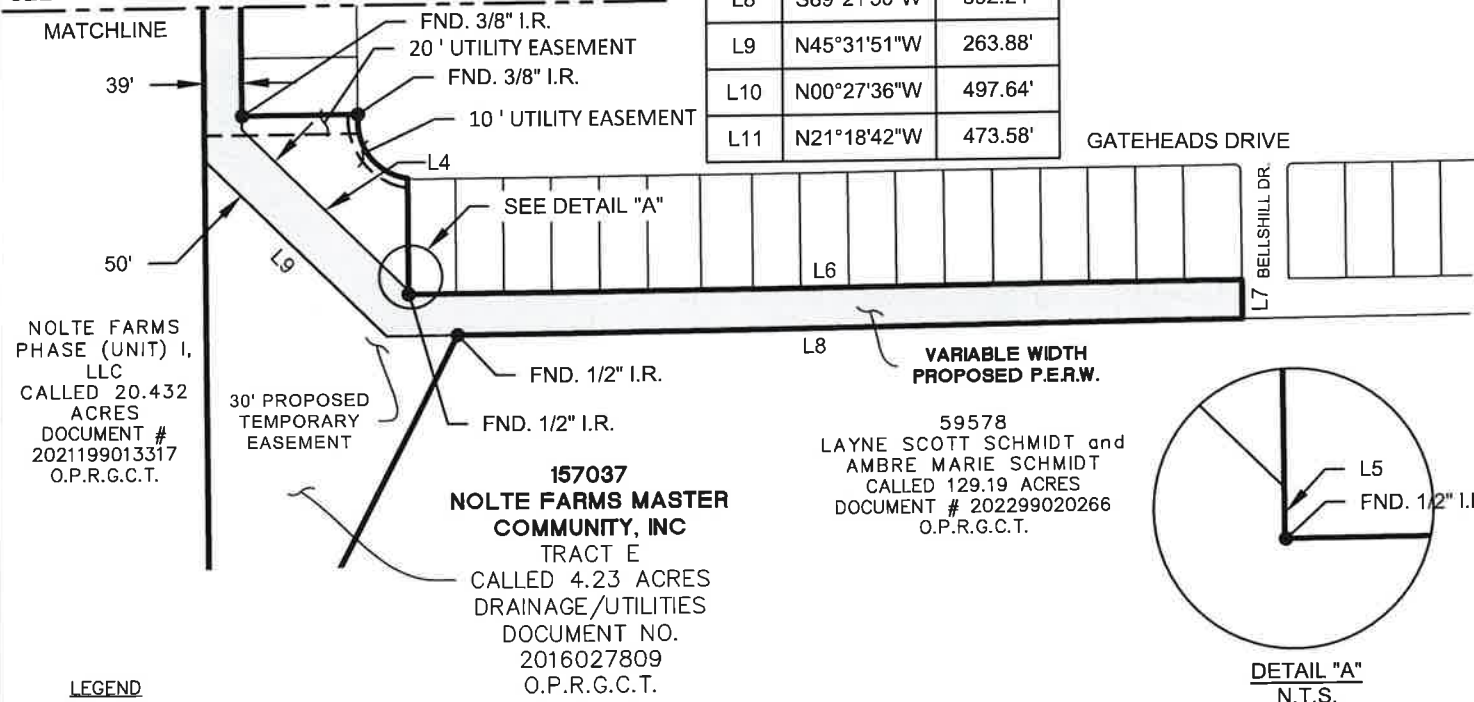
VICINITY MAP
N.T.S.

CURVE TABLE					
CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	630.00'	3°43'13"	40.91'	N82°09'06"E	40.90'

SEGMENT TABLE		
LINE	BEARING	DISTANCE
L2	S21°17'07"E	471.67'
L3	S00°24'12"E	473.10'
L4	S45°31'51"E	240.98'
L5	S00°23'36"E	4.08'
L6	N89°33'52"E	869.26'
L7	S00°26'08"E	40.49'
L8	S89°21'50"W	892.24'
L9	N45°31'51"W	263.88'
L10	N00°27'36"W	497.64'
L11	N21°18'42"W	473.58'

THE MEADOWS AT
NOLTE FARMS PHASE I

SEE SHEET 2 OF 3



LEGEND

- I.R. IRON ROD
- I.P. IRON PIPE
- FND. FOUND
- N.T.S. NOT TO SCALE
- R.O.W. RIGHT OF WAY
- T.W.S. TEMPORARY WORKSPACE
- A.T.W. ADDITIONAL TEMPORARY WORKSPACE
- P.E.R.W. PERMANENT EASEMENT AND RIGHT OF WAY
- T.A.R. TEMPORARY ACCESS ROAD
- P.A.R. PERMANENT ACCESS ROAD
- BROKEN LINE NOT SCALABLE
- PROPERTY LINE
- BASELINE
- EXISTING PIPELINE
- R/W



THE CITY OF SEGUIN

DWG BY:	CP	GERONIMO CREEK WWTP UTILITIES PERMANENT EASEMENT AND RIGHT OF WAY ACROSS THE PROPERTY OF NOLTE FARMS MASTER COMMUNITY, INC
CKD BY:	TRC	
DATE:	6/5/24	
SCALE:	1" = 200'	
REV#	DATE	DESCRIPTION
1	04/09/24	SEPARATED WORKSPACE
DRAWING:		APN 157037_PERW SHEET NO. 3 OF 289

EXHIBIT "A"

City of Seguin

Geronimo Creek WWTP Utilities

TRACT NO. APN 157037

Description of a 30 foot temporary construction easement situated in the J. Sowell Survey, A-35, Guadalupe County, Texas, out of The Meadows at Nolte Farms Phase I, and being over through and across a called 4.23 acre tract of land (Tract E) dedicated for drainage and utility use, conveyed to Nolte Farms Master Community, Inc described by an instrument recorded in document number 2016027809 of the Official Public Records of Guadalupe County, Texas (O.P.R.G.C.T.), said easement being more particularly described by metes and bounds as follows:

TEMPORARY WORKSPACE

BEGINNING at a found 1/2 inch iron rod marking a southerly interior corner of said called 4.23 acre tract of land, and a northwest corner of a called 129.19 acre tract of land described by an instrument recorded in document number 202299020266 of the O.P.R.G.C.T.,

THENCE **South 26°51'57" West**, along the easterly boundary line of said called 4.23 acres, for a distance of **33.82** feet to a point;
THENCE **South 89°22'18" West**, leaving said easterly boundary line, for a distance of **70.59** feet to a point;
THENCE **North 45°31'51" West**, for a distance of **246.40** feet to a point;
THENCE **North 00°27'36" West**, for a distance of **42.37** feet to a point;
THENCE **South 45°31'51" East**, for a distance of **263.88** feet to a point on the west boundary of said called 4.23 acres;
THENCE **North 89°21'50" East**, along said west boundary line, for a distance of **73.74** feet to the **POINT OF BEGINNING**, said temporary workspace and right of way having a total area of 0.23 acres, more or less.

All bearings and distances shown herein are grid, based upon the Texas Coordinate System, Texas South Central Zone 4204, North American Datum of 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. Survey Feet, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in March of 2022.



Chad J. Barrios
Registered Professional Land Surveyor
Texas Registration No. 6184
Survey Firm License No. 1019380

6/6/24

Date:



EXHIBIT "A"

GUADALUPE COUNTY J. SOWELL SURVEY, A-35 THE MEADOWS AT NOLTE FARMS PHASE I TRACT E

SEGMENT TABLE		
LINE	BEARING	DISTANCE
L1	S26°51'57"W	33.82'
L2	S89°22'18"W	70.59'
L3	N45°31'51"W	246.40'
L4	N00°27'36"W	42.37'
L5	S45°31'51"E	263.88'
L6	N89°21'50"E	73.74'

THE MEADOWS AT
NOLTE FARMS PHASE I

GATEHEADS DRIVE

PROPOSED 30'
TEMPORARY
EASEMENT

POINT OF
BEGINNING T.W.S.
FND 1/2" I.R.
N: 13748633.83
E: 2304426.12

VARIABLE WIDTH
PROPOSED P.E.R.W.

VICINITY MAP
N.T.S.

VARIABLE WIDTH
PROPOSED
P.E.R.W.

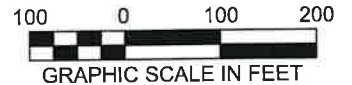
NOLTE FARMS
PHASE (UNIT) I,
LLC
CALLED 20.432
ACRES
DOCUMENT #
2021199013317
O.P.R.G.C.T.

157037
NOLTE FARMS MASTER
COMMUNITY, INC
TRACT E
CALLED 4.23 ACRES
DRAINAGE/UTILITIES
DOCUMENT NO.
2016027809
O.P.R.G.C.T.

59578
LAYNE SCOTT SCHMIDT and
AMBRE MARIE SCHMIDT
CALLED 129.19 ACRES
DOCUMENT # 202299020266
O.P.R.G.C.T.

LEGEND

I.R.	IRON ROD
I.P.	IRON PIPE
FND.	FOUND
N.T.S.	NOT TO SCALE
R.O.W.	RIGHT OF WAY
T.W.S.	TEMPORARY WORKSPACE
A.T.W.	ADDITIONAL TEMPORARY WORKSPACE
P.E.R.W.	PERMANENT EASEMENT AND RIGHT OF WAY
T.A.R.	TEMPORARY ACCESS ROAD
P.A.R.	PERMANENT ACCESS ROAD
	BROKEN LINE NOT SCALABLE
	PROPERTY LINE
	BASELINE
	EXISTING PIPELINE
	R.O.W.



NOTES

TOTAL AREA OF T.W.S.: 0.23 ACRES

- ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GRID, BASED UPON THE TEXAS COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY TRC PIPELINE SERVICES, LLC IN MARCH, 2022.
- THE TITLE INFORMATION OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON TITLE RESEARCH CONDUCTED BY TRC PIPELINE SERVICES, LLC.
- IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

THE CITY OF SEGUIN

DWG BY:	CP	GERONIMO CREEK WWTP UTILITIES TEMPORARY CONSTRUCTION EASEMENT ACROSS THE PROPERTY OF NOLTE FARMS MASTER COMMUNITY, INC
CKD BY:	TRC	
DATE:	5/29/24	
SCALE:	1" = 200'	
REV#	DATE	DESCRIPTION
1	04/09/24	SEPARATED WORKSPACE
DRAWING:		APN 157037_TWS
SHEET NO.		2 OF 291

CHAD J. BARRIOS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6184
SURVEY FIRM LICENSE NO. 10193802



14701 St. Mary's Lane, Suite 500
Houston, TX 77079
(281) 616-0100

6/6/24

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SEGUIN, TEXAS DECLARING A NECESSITY FOR THE ACQUISITION OF A 0.39-ACRE PERMANENT UTILITY EASEMENT ON A TRACT OF LAND OUT OF THE J. SOWELL SURVEY, A-35, GUADALUPE COUNTY, TEXAS, OUT OF THE MEADOWS AT NOLTE FARMS PHASE II AND BEING OVER, THROUGH, AND ACROSS A CALLED 0.60-ACRE TRACT OF LAND (TRACT F) DEDICATED FOR DRAINAGE AND UTILITY USE, CONVEYED TO NOLTE FARMS MASTER COMMUNITY, INC DESCRIBED BY AN INSTRUMENT RECORDED IN DOCUMENT NUMBER 2016027809 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 NEAR GATESHEAD DRIVE TO INCREASE WASTEWATER SERVICE CAPACITY TO THE AREA AND AUTHORIZING THE INSTITUTION OF CONDEMNATION PROCEEDINGS TO ACQUIRE SAID PROPERTY INTERESTS TO THE EXTENT NEGOTIATIONS ARE UNSUCCESSFUL.

WHEREAS, the City, by and through the Engineering and Capital Projects Department has determined that acquisition of a 0.39-acre permanent utility easement on a tract of land out of the J. Sowell Survey, A-35, Guadalupe County, Texas, out of The Meadows at Nolte Farms Phase II and being over, through, and across a called 0.60-acre tract of land (Tract F) dedicated for drainage and utility use, conveyed to Nolte Farms Master Community, Inc, described by an instrument recorded in document number 2016027809 of the Official Public Records, Guadalupe County, Texas. Said easements being more particularly described by metes and bounds and shown in Exhibit "A," which is attached hereto and incorporated for all purposes. The easements described and depicted in said exhibit are collectively referred to herein as the "Property."

WHEREAS, acquisition of the Property is necessary to advance and achieve the public purpose of installation, construction, operation, maintenance, repair, upgrade and removal of multiple wastewater and reuse water transmission lines, together with service connections, a cathodic protection system, SCADA (Supervisory Control and Data Acquisition) connections, and above-ground manhole covers , vehicular access, fiber optic lines, communication lines, electrical lines, water lines, and all other necessary or desirable above-ground and below-ground laterals and appurtenance thereto, including lift stations and fencing for the Geronimo Creek Wastewater Treatment Plant Force Main Project (the "Project");

WHEREAS, the City, through the powers granted in the Constitution of the State of Texas, Section 51.071 of the Texas Local Government Code and Section 2.01 of the City Charter of the

STATE OF TEXAS

City of Seguin, Texas, may acquire the Property through the exercise of its eminent domain authority; and

WHEREAS, the City is unable to acquire said Property interests by negotiation and/or further negotiations have become futile, and therefore, the City is compelled to exercise its power of eminent domain.

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

SECTION 1. The above caption and recitals are found to be true and correct legislative and factual findings of the City Council of the City of Seguin, Texas, and they are hereby approved and incorporated herein for all purposes.

SECTION 2. It is authorized for the City, to utilize the power of eminent domain to acquire real property interests located in Guadalupe County, Texas, which are necessary to advance and achieve the public use of the Project.

SECTION 3. All acts and proceedings done or initiated by the employees, agents, and attorneys of the City for the acquisition of the Property are hereby authorized, ratified, approved, confirmed, and validated and declared to be valid in all respects as of the respective dates of such acts and proceedings, with and in regard to the grantors from whom such rights are being purchased or acquired. Such acts include, but are not limited to, establishing the amount of just compensation to be paid for the acquisition of the rights described herein based upon an independent appraisal, to negotiate for the acquisition of said property rights, to give notices, to make written offers to purchase, to enter into contracts, to retain appraisers, other experts or consultants deemed necessary for the acquisition process and, if necessary, to ask the City Attorney, or their designee, to institute and prosecute to conclusion proceedings in eminent domain to acquire the property, and to take all other lawful action necessary and incidental to such eminent domain proceedings.

SECTION 4. The determination of necessity to exercise the power of eminent domain in this matter is made according to reason and judgment with due regard and consideration of the relevant facts, circumstances, and alternatives, the knowledge of which exist at this time. Therefore, the City acting by and through its contractual eminent domain attorneys, is hereby directed and authorized to institute and prosecute to conclusion all necessary proceedings in eminent domain to condemn the Property as described herein and to acquire such interests in land as the City is unable to acquire through negotiation, and to take any other legal action necessary or incidental to such acquisition or eminent domain proceeding to investigate, survey, specify, define, and secure the necessary property rights.

SECTION 5. Severability: If any provision, section, subsection, sentence, clause, or phrase of this resolution declaring the necessity for acquisition of a 0.39-acre permanent utility easement across a 0.60-acre tract of land (Tract F) dedicated for drainage and utility use in the J. Sowell Survey, A-35, in Guadalupe County, Texas ("Resolution"), or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the

STATE OF TEXAS

validity of the remaining portions of this Resolution shall not be affected thereby, it being the intent of the City Council of the City in adopting this Resolution that no portion hereof, or provisions, or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion hereof and all provisions of this Resolution are declared to be severable for that purpose.

PASSED AND APPROVED on the 1st day of April 2025.

DONNA DODGEN
MAYOR

ATTEST:

Kristin Mueller, City Secretary

EXHIBIT "A"

City of Seguin

Geronimo Creek WWTP Utilities
TRACT NO. APN 162828

PERMANENT EASEMENT AND RIGHT OF WAY

Description of a variable width permanent easement and right of way situated in the J. Sowell Survey, A-35, Guadalupe County, Texas, out of The Meadows at Nolte Farms Phase II and being over, through, and across a called 0.60 acre tract of land (Tract F) dedicated for drainage and utilities use, conveyed to Nolte Farms Master Community, Inc described by an instrument recorded in document number 2016027809 of the Official Public Records of Guadalupe County, Texas (O.P.R.G.C.T.), said easement being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod on the southeast corner of said called 0.60 acre tract of land and in the north boundary line of a called 129.19 acre tract of land recorded in document number 202299020266 f the O.P.R.G.C.T.;

THENCE **South 89°21'50" West**, along the common boundary line of said called 0.60 acres (Tract F) and said called 129.19 acres, for a distance of **438.89** feet to a point for the southwest corner of said called tract F;

THENCE **North 00°26'08" West**, along the west boundary line of said called 0.60 acres, for a distance of **40.56** feet to a point being the northwest corner of said tract F;

THENCE **North 89°33'52" East**, following the north boundary line of said tract, for a distance of **413.02** feet to a point;

THENCE **South 45°37'25" East**, for a distance of **35.92** feet to a point on the east boundary line of said tract F;

THENCE **South 02°02'07" East**, along the east boundary line of said tract F, for a distance of **13.72** feet the **POINT OF BEGINNING**, said permanent easement and right of way having a total area of 0.39 acres, more or less.

All bearings and distances shown herein are grid, based upon the Texas Coordinate System, Texas South Central Zone 4204, North American Datum of 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. Survey Feet, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in March of 2022.



Chad J. Barrios
Registered Professional Land Surveyor
Texas Registration No. 6184
Survey Firm License No. 10193802

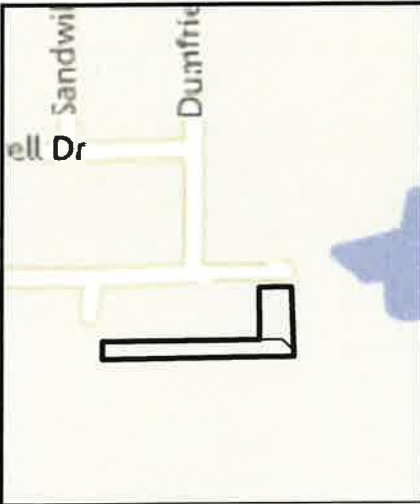
6/6/24

Date:



EXHIBIT "A"

GUADALUPE COUNTY J. SOWELL SURVEY, A-35 THE MEADOWS AT NOLTE FARMS PHASE II TRACT F



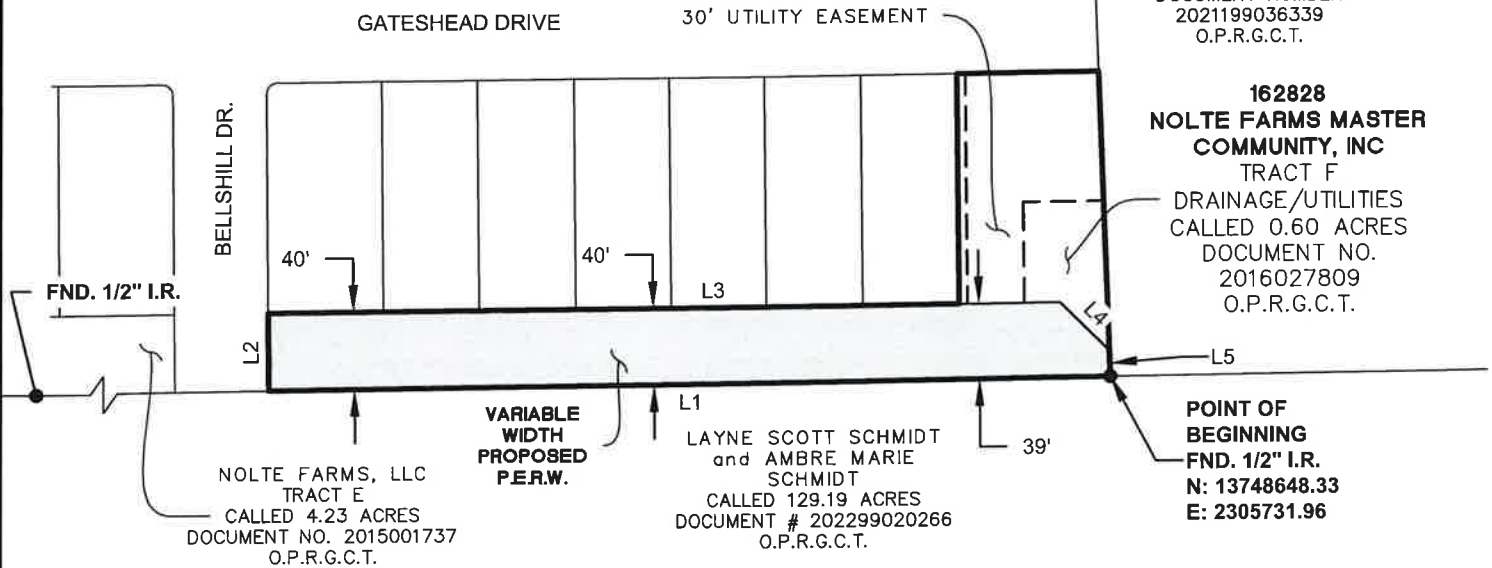
VICINITY MAP
N.T.S.

NOLTE FARMS, MASTER
COMMUNITY
DOCUMENT NO.
2015001737
O.P.R.G.C.T.

SEGMENT TABLE		
LINE	BEARING	DISTANCE
L1	S89°21'50"W	438.89'
L2	N00°26'08"W	40.56'
L3	N89°33'52"E	413.02'
L4	S45°37'25"E	35.92'
L5	S02°02'07"E	13.72'

SA SCREAMING EAGLE,
LP
CALLED 88.4250 ACRES
DOCUMENT NUMBER
2021199036339
O.P.R.G.C.T.

162828
NOLTE FARMS MASTER
COMMUNITY, INC
TRACT F
DRAINAGE/UTILITIES
CALLED 0.60 ACRES
DOCUMENT NO.
2016027809
O.P.R.G.C.T.



TOTAL AREA OF P.E.R.W.: 0.39 ACRES

NOTES

1. ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GRID, BASED UPON THE TEXAS COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM OF 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY TRC PIPELINE SERVICES, LLC IN MARCH, 2022.
2. THE TITLE INFORMATION OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON TITLE RESEARCH CONDUCTED BY TRC PIPELINE SERVICES, LLC.
3. IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

LEGEND

I.R.	IRON ROD
I.P.	IRON PIPE
FND.	FOUND
N.T.S.	NOT TO SCALE
R.O.W.	RIGHT OF WAY
T.W.S.	TEMPORARY WORKSPACE
A.T.W.	ADDITIONAL TEMPORARY WORKSPACE
P.E.R.W.	PERMANENT EASEMENT AND RIGHT OF WAY
T.A.R.	TEMPORARY ACCESS ROAD
P.A.R.	PERMANENT ACCESS ROAD
	BROKEN LINE NOT SCALABLE
	PROPERTY LINE
	BASELINE
	EXISTING PIPELINE
	R.O.W.



Chad J. Barrios
CHAD J. BARRIOS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6184
SURVEY FIRM LICENSE NO. 10193802



6/6/24

THE CITY OF SEGUIN

DWG BY:	CP	GERONIMO CREEK WWTP UTILITIES PERMANENT EASEMENT AND RIGHT OF WAY ACROSS THE PROPERTY OF NOLTE FARMS MASTER COMMUNITY, INC
CKD BY:	TRC	
DATE:	5/25/24	
SCALE:	1" = 100'	
REV#	DATE	DESCRIPTION
DRAWING:		APN 162828_PERW SHEET NO. 2 OF 296