

City of Seguin

210 E. Gonzales Street Seguin TX, 78155

Public & Virtual Meeting Agenda City Council

Tuesday, April 15, 2025 5:30 PM Council Chambers

This meeting can be viewed live at:

https://cityofseguintx.granicus.com/MediaPlayer.php?publish_id=2019202b-89e9-407d-928c-e8e53cf76a6d

- 1. Call to Order
- 2. <u>Invocation Bro. Scott Mitchell, Unlock the Bible Now, Inc.</u>
- 3. Pledge of Allegiance/Salute to the Texas Flag
- 4. Roll Call
- 5. <u>Hearing of Residents:</u>

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. 25-264 Proclamation declaring April 20-26, 2025 as National Volunteer Month in

the City of Seguin, Texas. - Donna Dodgen, Mayor

Attachments: National Volunteer Month Proclamation

b. 25-265 Presentation of Distinguished Citizen Awards. - Jennifer Sourdellia, Public

Information Officer

Attachments: Biesenbach, Jason

Guerra, Denise
Iuffredo, Pina
Wright, Cathleen

7. Consent Agend	12

a. 25-263 Minutes of the April 1, 2025 City Council Meeting.

Attachments: CC Minutes 04012025

b. 25-267 Check Report March 29, 2025 through April 11, 2025.

Attachments: Check Report 03292025 - 04112025

c. 25-261 Resolution authorizing the purchase of a Quick Attack brush truck on a Ford F450 chassis and equipment as specified from Weis Fire & Safety Equipment utilizing the HGAC cooperative purchasing agreement; and declaring an effective date. - Dale Skinner, Fire/EMS Chief

Attachments: Council Memo Brush Truck 4-10-2025

Resolution.Brush.Truck.Purchase(HGAC)

PROPOSAL - APRIL 10, 2025 <u>SEGUIN - SPECS 4-10-25</u>

HGAC Worksheet

d. 25-249 Resolution authorizing the purchase of two vehicles for the Electric Utilities Department; a replacement of Unit 408 in the amount of \$55,056.50 & an additional vehicle needed for service in the amount of \$71,959.00. - Steven Purchase, Fleet Manager

Attachments: Council Coversheet Electric SP

Resolution(2 Work Trucks.Electric.Utilities)(BuyBoard)
Electric Flat bed Truck 2025 Caldwell CHEVROLET

Gunn GMC Half Ton Electric

e. 25-253 Resolution authorizing the purchase of two vehicles for the Water Utilities Department; a replacement for Unit 504 in the amount of \$76,686 and a replacement for Unit 518 in the Amount of \$76,686. - Steve Purchase, Fleet Manager

<u>Attachments:</u> Council Coversheet Water SP

Resolution(2 Work Trucks)(BuyBoard)

Water Crew Truck 3.4 Ton 2025 Rockdale FORD

f. Resolution amending Resolution 2025R-032; authorizing the submission of an Urban Area Security Initiative - Regular grant application seeking funding for the Police Department to purchase a speed radar trailer with message board and license plate recognition camera. - Kate McCloud, Grants Administrator

<u>Attachments:</u> Agenda Item Memo - Application UASI FY26-new template-AmendRes

Amended.Resolution to Apply UASI-Seguin

g. <u>25-262</u>

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 \$155,792.77 for the purchase, delivery, and installation of new audio/video equipment at the Seguin Public Library; and declaring an effective date. - Silvia Christy, Library Director

Attachments: Memo for Library AV Upgrade

Resolution (Upgrade.AV.Library)(DIR)

QUOTE 21433 Public Library AV Upg 032625 (1)

h. <u>ZC</u> 02-25 CC

Ordinance on second 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

i. <u>ZC</u> 04-25 CC Ordinance on second 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

8. Action Items - Discussion and Possible Motion to Approve

a. 25-181

Ordinance on second 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 SecondReading

Ordinance UDC SignRegulations April2025

Updated ExhibitA UDC Chapter6 Sign Ordinance April 2025 Final

PlanningCommissionFinalReport UDC Ch6 Signs

b. 25-235

Public Hearing and Ordinance on first reading of the City Council of Seguin, Texas amending the Seguin Code of Ordinances Chapter 98,

City Council Meeting Agenda April 15, 2025

Section 98-107, No Parking Zones, to restrict parking on Tampico Street, Lawson Street, and CH Matthies Jr Drive; authorizing City Staff to prepare this Ordinance as a supplement to the City Code of Ordinances; and declaring an effective date. - Melissa Reynolds, PE, MPA, CFM, Director of Engineering & Capital Projects

Attachments: 2025-04-15 No Parking Zones Memo

2025-04-15 No Parking Zone Ordinance

c. 25-252 Resolution authorizing the City Manager to enter into a Professional Service Agreement in the amount of \$141,018.00 with Halff Associates, Inc. for the Walnut Springs Pedestrian Bridge Preliminary Engineering Report; and declaring an effective date. - Melissa Reynolds, PE, MPA, CFM, Director of Engineering|Capital Projects.

Attachments: 2025-04-15 Memo Ped Bridge PER PSA

2025-04-15 Resolution Ped Bridge PER PSA

Walnut Springs Ped Route PER contract Halff 04.08.25

d. 25-212 Resolution awarding the bid for Pavement Maintenance (liquid road maintenance) to Stripe It Up for the implementation of the street maintenance improvements; authorizing the City Manager to execute a service contract; and declaring an effective date. - John Donnelly, Director of Public Works

Attachments: Memo to Council - Pavement Maintenance Project 2025

Resolution(Stipe It Up)(AF-2025-39)

<u>Bid Tabulation Pavement Maintenance 2025</u> Liquid Road Letter AF-2025-39 June 2025

e. 25-209 Resolution authorizing the purchase of seventy-eight (78) transformers for use by the City's Electric Utility Department; and declaring an effective date. - Freddy King, Manager of Electric Utility

Attachments: Council Memo 04-01-25

Res Revised
Bid Tab 04-01-25

f. 25-247 Resolution approving the purchase of one hundred fifty-five (155) steel poles in various sizes for use by the City's Electric Utilities Department; and declaring an effective date. - Freddy King, Manager - Electric Utilities

Attachments: Council Memo 04-01-25 Steel Poles

Resolution 155 Steel Pole 4.1.25

Bid Tab AF-2025-45

g. 25-234 Resolution approving the purchase and installation of 10 outdoor warning sirens from Joe Goddard, Inc. for an amount not to exceed \$330,000; and declaring an effective date. - Dale Skinner, Fire/EMS Chief

Attachments: Council Memo Outdoor Warning Sirens 3-31-2025

Resolution(10.Sirens)(J.Goddard)
Seguin,Texas 11 new sites (2)

TIPS Quote #690 - Seguin, Texas - New Outdoor Warning Sirens

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. <u>25-250</u>

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; and (2) To deliberate the offer of a financial or other incentive to a business prospect.

- Project Vaquero
- Downtown Historic District:
 - Hill Country Tap, LLC d/b/a The 1908
 - Jergins RE, LLC d/b/a The Canopy

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

11. <u>Adjournment</u>

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 11th day of April 2025 at 3:45 p.m.



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.

NATIONAL VOLUNTEER WEEK 2025

- **WHEREAS,** National Volunteer Week is an annual celebration observed across the United States to honor the selfless contributions of volunteers who dedicate their time, talents, and energy to improving their communities and enhancing the lives of others; and
- **WHEREAS,** volunteers in the City of Seguin play a vital role in strengthening our community through their service in schools, non-profit organizations, faith-based groups, civic clubs, and countless other initiatives that uplift, support, and empower individuals and families; and
- **WHEREAS,** the City of Seguin is fortunate to have dedicated volunteers who generously give their time, energy, and talents to help make our community a better place; and
- **WHEREAS,** the work of these volunteers is often behind the scenes, but their efforts contribute to the quality of life in Seguin in countless ways; and
- **WHEREAS,** the theme of National Volunteer Week 2025, "Every Moment Matters," serves as a powerful reminder that each act of service, no matter how big or small, has a lasting impact on the fabric of our community; and
- **WHEREAS,** Seguin proudly holds the designation as a JustServe City, a reflection of our commitment to promoting volunteerism, connecting citizens with meaningful service opportunities, and fostering a spirit of unity and collaboration across all backgrounds and beliefs; and
- **WHEREAS,** the City of Seguin encourages residents to participate in volunteer service and recognizes the essential role that volunteers play in creating a more compassionate, resilient, and inclusive community.

Now, therefore, I, Donna Dodgen, Mayor of the City of Seguin, **hereby proclaim the week of April 20-26, 2025 as National Volunteer Week in the City of Seguin** and call upon all citizens to join me in recognizing and celebrating the remarkable contributions of our volunteers, and to find ways to give back to our community through service.

Presented this 15th day of April 2025



It's real.



Donna Dodgen, Mayor

distinguished Citizen Award

The City of Seguin affirms that

Jason Biesenbach

has successfully completed the Citizens Univer"City", the Citizens Fire Academy and the Citizens Police Academy and is hereby granted the honor of earning the title of Distinguished Citizen in the City of Seguin.

In recognition of outstanding citizenship, commitment to learning about the various facets of municipal government and dedication to the Seguin community.

Presented this 15th day of April 2025

Donna Dodgen

Mayor, City of Seguin

DISTINGUISHED CITIZEN AWARD

The City of Seguin affirms that

Denise Guerra

has successfully completed the Citizens Univer"City", the Citizens Fire Academy and the Citizens Police Academy and is hereby granted the honor of earning the title of Distinguished Citizen in the City of Seguin.

In recognition of outstanding citizenship, commitment to learning about the various facets of municipal government and dedication to the Seguin community.

Presented this 15th day of April 2025

Donna Dodgen Mayor, City of Seguin



DISTINGUISHED CITIZEN AWARD

The City of Seguin affirms that

Pina Juffreda

has successfully completed the Citizens Univer"City", the Citizens Fire Academy and the Citizens Police Academy and is hereby granted the honor of earning the title of Distinguished Citizen in the City of Seguin.

In recognition of outstanding citizenship, commitment to learning about the various facets of municipal government and dedication to the Seguin community.

Presented this 15th day of April 2025

Donna Dodgen

Mayor, City of Seguin

DISTINGUISHED CITIZEN AWARD

The City of Seguin affirms that

Cathleen Wright

has successfully completed the Citizens Univer"City", the Citizens Fire Academy and the Citizens Police Academy and is hereby granted the honor of earning the title of Distinguished Citizen in the City of Seguin.

In recognition of outstanding citizenship, commitment to learning about the various facets of municipal government and dedication to the Seguin community.

Presented this 15th day of April 2025

Donna Dodgen

Mayor, City of Seguin



City of Seguin

210 E. Gonzales Street Seguin TX, 78155

Meeting Minutes

City Council

Tuesday, April 1, 2025 5:30 PM Council Chambers

1. Call to Order

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

- 2. <u>Invocation Pastor J.L. Hudson, Unity Baptist Church</u>
- 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:**

Public Works Director John Donnelly stated that the City will host the city-wide Clean Up event on Saturday, April 12th from 9AM - 12PM at the Seguin Coliseum and reminded that hazardous waste, Freon, and construction material will not be accepted. Additionally, he thanked his crew of eight workers who cleaned up a homeless encampment out of a drainage culvert today.

Mayor Dodgen asked for an update on the results of the Hazardous Waste Clean Up event. Mr. Donnelly informed that the event had a great turn out. He said the line had to be cut off and the last car entered at 12:15PM. The event took in almost 16 tons of material and the people who worked the event were there from 6AM to7PM. Despite residents having to deal with a short wait, the event was handled very professionally and methodically. Mayor Dodgen thanked Mr. Donnelly and his crew for their work on the event.

Parks and Recreation Director Jack Jones announced that the Central Park fountain is currently working. He informed that the censor on the geyser is out so the water isn't able to go up and down due to a valve malfunction, but the lights are on and operating.

Julian Leal, 849 Prexi Dr., commented that he had read the dog drug discovery article that was recently in the paper. He also said that he read that 2 police dogs recently died in San Antonio, one for being left in a pen and the other for being left in a hot police car. Being a lover a dogs, he said he felt to speak on behalf of the dogs and remind officers to take care of their dogs. Additionally, he said he noticed the City was digging by his yard in the ROW and he would like information on why they are digging

or what project is happening there.

Mayor Dodgen reiterated that the Clean Up will be held on April 12th, adding that a list of what you can and can't bring to the event is listed on the City's website and Facebook. She also invited everyone to attend Moonlight and Roses on Friday, April 4th at Walnut Spring Park.

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

Indexes:

Todd Smith, City of Fair Oaks Ranch Police Chief, presented Chief Brady with a certificate declaring notify you that the Sequin Police Department achieved "Accreditation Status" for compliance with the Texas 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. Chief Smith explained that the 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 accreditation process is extensive and challenging. 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. He commended the Seguin Police Department for the commitment and professional dedication made toward this success.

Chief Brady recognized his predecessors, Chief Kelso and Chief Nichols, who saw the value in participating in this program despite the financial expense and staff time it takes to participate. He declared he also saw value in this program because we believe in the community and demonstrate and prove to citizens that we are following the best practices and striving for excellence to serve them. He recognized Lt. Mike McCann, Community Services Technician Staci Sanchez, and Police Sergeant Aaron Sidenberger for their work on the reaccreditation as well as their work on the TCOLE audit and then recognized the whole team for their work throughout they year to keep accreditation status.

7. Consent Agenda

A motion was made by Councilmember Joe Rea, seconded by Councilmember Jason Biesenbach, that the following items be approved on the Consent Agenda. 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

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

Indexes:

City	Council	Meeting Minutes	April
		This Minutes were approved.	
b.	<u>25-226</u>	Check Report March 15, 2025 through March 28, 2025.	
		Indexes:	
		The Check Report was acknowledged.	
c.	<u>25-156</u>	Ordinance on second reading amending the Seguin Code of Chapter 90, amending Section 131 and 132; providing for put this ordinance; providing a severability clause; providing for a date; and authorizing city staff to prepare this ordinance for su as a supplement to the Code of Ordinances Melissa Reynol MPA, CFM - Director of Engineering & Capital Projects	olication of n effective ubmission
		Indexes:	
		This Ordinance was adopted.	
		Enactment No: ORD 2025-014	
d.	<u>25-173</u>	Ordinance on second reading amending the Fiscal Year 2025 Fund Budget of the City of Seguin and declaring an effective Susan Caddell, Director of Finance	
		Indexes:	
		This Ordinance was adopted.	
		Enactment No: ORD 2025-015	
e.	<u>25-174</u>	Ordinance on second reading amending the Fiscal Year 2025 Fund Budget of the City of Seguin and declaring an effective of Susan Caddell, Director of Finance	-
		<u>Indexes:</u>	
		This Ordinance was adopted.	
		Enactment No: ORD 2025-016	
f.	<u>25-175</u>	Ordinance on second reading amending the Fiscal Year 2025 Revenue Fund Budget of the City of Seguin and declaring an date Susan Caddell, Director of Finance	•
		Indexes:	
		This Ordinance was adopted.	
		Enactment No: ORD 2025-017	
g.	<u>25-176</u>	Ordinance on second reading amending the Fiscal Year 2025	Debt

date. - Susan Caddell, Director of Finance

Service Fund Budget of the City of Seguin and declaring an effective

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This Ordinance was adopted.

Enactment No: ORD 2025-018

h. <u>25-195</u>

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

Indexes:

This Resolution was approved.

Enactment No: RES 2025R-074

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

Indexes:

This Resolution was approved.

Enactment No: RES 2025R-075

j. <u>25-199</u>

Resolution authorizing execution of a Professional Services Agreement with Best EMS; approving the appointment of Justin Northeim, 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

Indexes:

This Resolution was approved.

Enactment No: RES 2025R-076

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

Indexes:

This Resolution was approved.

Enactment No: RES 2025R-077

I. 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

Indexes:

This Resolution was approved.

Enactment No: RES 2025R-078

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

Indexes:

This Resolution was approved

Enactment No: RES 2025R-079

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

Indexes:

Director of Planning and Codes Pamela Centeno informed that the City received a zoning change request for a vacant property located at 805 N. Olive Street to rezone from Single Family to Duplex High Density (DP-2). She stated that several comment response forms in opposition of the zoning change were received by staff and there is opposition from the neighboring property owner. She explained that the immediate vicinity around the property is single family, but the Future Land Use Plan allows for a mix of zoning. There are several areas near the proposed zone change where the proposed use is consistent with what is already occurring in that neighborhood, but the uses predate zoning so they are grandfathered. After holding a Public Hearing, the Planning and Zoning Commission voted 7-1 to recommend approval of the zone change request.

Mayor Dodgen opened the Public Hearing at 5:56 P.M.

There being no public comment, Mayor Dodgen closed the Public Hearing at 5:56 P.M.

Councilmember Carlsson asked if there is a structure on the property currently and Mrs. Centeno confirmed that there was not, it is vacant. Councilmember Carlsson also asked if there is a restriction on parking and Mrs. Centeno informed that duplex zoning requires 4 off street parking spaces while a single family residence is only required to have 2 off street parking spaces. Lastly, Councilmember Carlson asked what the reasons mentioned for the opposition and Mrs. Centeno replied that there were density and parking concerns as well as the concern that it would bring in more renters to the neighborhood.

Councilmember Eveld asked if these zoning changes are always granted. Mrs. Centeno explained that this request went through the zoning process. Some requests get recommended for approval and some for denial. Eveld asked if the City has a policy for renter vs. owner occupied units and Mrs. Centeno responded that the City does not regulate if a unit is renter versus owner occupied, they use the Future Land Use Plan as a guide.

Councilmember Lievens asked if duplex zoning has any fencing requirements and Mrs. Centeno confirmed that it did not.

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

Presiding: 1 - Mayor Dodgen

Nay: 1 - Councilmember Eveld

Aye: 7 - Councilmember Rea, Councilmember Lievens, Councilmember Carlsson, Councilmember Gaytan, Councilmember Carter, Councilmember Keller,

and Councilmember Biesenbach

b. <u>ZC 04-25 CC</u>

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

Indexes:

Director of Planning and Zoning Pamela Centeno informed that the City received a zoning change request for property located at 905 W. Court Street. The property has an existing single-family residential home and is located near TLU. She explained the property has split zoning, a portion of the property is zoned commercial and a portion is zoned single family. The request is to rezone the property to Neighborhood Commercial, which would allow the property owner to use the house as a home, but also convert it to a commercial use as long as it meets building and parking regulations. Following their Public Hearing, the Planning and Zoning Commission voted 8-0 to recommend approval of this zone change request.

Mayor Dodgen opened the Public Hearing at 6:05 P.M.

There being no public comment, Mayor Dodgen closed the Public Hearing at 6:05 P.M.

Councilmember Lievens said that the owner is aware of the requirements and has voiced that she wants to open up a dojo in the house. He asked if the owner wanted to also live there if she would need a Specific Use Permit and Mrs. Centeno confirmed that she would. He also asked if the house is considered a historical structure and Mrs. Centeno answered it is not.

A motion was made by Councilmember Biesenbach, seconded by Councilmember Eveld, that this Zoning 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

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

Indexes:

Director of Planning and Codes Pamela Centeno informed that the Planning Department set a goal over the past year to update the entire sign ordinance because small amendments often lead to conflicts. She explained that the new regulations were drafted in-house with the help of Armando Guerrero, Melissa Davis, Kyle Warren, and Shelly Jackson. If approved, the new regulations will move to Chapter 6 of the Unified Development Code, replacing the existing Chapter 82 of the Code of Ordinances.

Mrs. Centeno presented on the proposed changes to the ordinance, including to permit digital billboards on billboards, pole signs, and monument signs and to allow multi-tenant pole signs. Additionally, she explained that because the regulations will be in the Unified Development Code, sign variances will go to the Planning and Zoning Commission and can be appealed to City Council.

Mayor Dodgen commented that her first committee she had served on for the City was the sign committee.

Councilmember Carlsson asked if there is a limit to signs that can be put out, specifically by the new subdivision on Rudeloff Rd. Mrs. Centeno answered that ground signs allowed in all zoning districts, 1 per 100' of street frontage. Councilmember Carlsson commented that he was concerned that by limiting feather signs for small businesses to 1 per 100' the City is restricting their ability to advertise they are there.

Councilmember Biesenbach declared that he is a property rights advocate and believes that property owners should be able to do whatever they want with their property. He asked why the digital billboard size would be more limited than a standard billboard. Additionally, he mentioned that the proposed regulations would limit banners to 60 days and was concerned about how that would effect businesses like The Schoolyard who advertise their tenants by hanging banners on the fence. He suggested that the regulation be more on about the condition of the banner, not so much a calendar day.

Mayor Dodgen commented that this is a living document and it can always be edited and re-edited if something is found to not work.

Councilmember Biesenbach also commented that the proposed regulations limit real estate signs to one sign per lot, but if the lot is a corner lot it might make sense to have two signs. He then asked if prohibited signs included magnet signs on the side of vehicles or trailers. Mrs. Centeno responded that it did not and offered that the intent was to stop someone from parking a truck with a huge sign on it in the middle of a vacant lot and leaving it. She said that she would work on the language to try to make that more clear for the second reading.

Mayor Dodgen opened the Public Hearing at 6:55 P.M.

There being no public comments, Mayor Dodgen closed the Public Hearing at 6:55 P.M.

A motion was made by Councilmember Biesenbach, seconded by Councilmember Keller, 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

d. <u>25-210</u>

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.

Indexes:

Councilmember Gaytan excused himself from the dais at 6:55 P.M.

Utility Engineer Terri Ruckstuhl explained that 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 will connect the Surface Water System to the Lower Pressure Plane and provide the ability to transfer water supplies within the distribution system. Mrs. Ruckstuhl informed that TRC Engineers, Inc provided 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 and City staff recommends approval.

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

Presiding: 1 - Mayor Dodgen

Aye: 7 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Carlsson, Councilmember Carter, Councilmember Keller,

and Councilmember Biesenbach

Abstain: 1 - Councilmember Gaytan

Enactment No: RES 2025R-080

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

Indexes:

Councilmember Gaytan returned to the dais at 6:58 P.M.

Director of Economic Development Josh Schneuker reminded that Wells Fargo is preparing to relocate to a new branch later this spring. To ensure continued ATM service at this site, the City of Seguin and Wells Fargo propose entering into an ATM Lease Agreement. Mr. Schneuker explained that the lease would commence on May 1st and is set to expire eighteen months later. The monthly rent would be set at \$750 per month, \$9,000 annually. He informed that the lease may be terminated by either party with a 60 day notice.

Councilmember Biesenbach thanked Mr. Schnueker and City Manager Steve Parker for pushing this item through quickly.

A motion was made by Councilmember Carter, seconded by Councilmember Biesenbach, 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

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

Indexes:

Director of Economic Development Josh Schneuker stated that the Seguin Economic Development Corporation (SEDC) voted at their March 18th meeting to amend the SEDC budget. The 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 Ioan. It also includes a transfer of \$1,290,746 from the SEDC's Fund Balance to the Incentive & Infrastructure Fund to support. The balance of the Incentive & Infrastructure Fund after the transfer will be approximately \$3.1M.

A motion was made by Councilmember Rea, seconded by Councilmember Keller, 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

9. Closed Session

Mayor Dodgen recessed the Open Session and convened into Closed Session at 7:01 PM.

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.

Indexes:

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

Mayor Dodgen adjourned Closed Session and reconvened into Open Session at 7:16 P.M.

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 miltiple 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**

Indexes:

A motion was made by Councilmember Gaytan, seconded by Councilmember Rea, 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-085

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 recoded 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

Indexes:

A motion was made by Councilmember Gaytan, 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-084

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

Indexes:

A motion was made by Councilmember Keller, 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-083

11. Adjournment

Mayor Dodgen adjourned the meeting at 7:23 P.M.

Donna Dodgen, Mayor

ATTEST:

Kristin Mueller, City Secretary



Check Report

By Check Number

Date Range: 03/29/2025 - 04/11/2025

It's real.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: 1F-COS Poo		02/24/2025	FFT	0.00	20.052.00	24.6.42
00-2974	PAPE-DAWNSON CONSULTING ENGINEERS, LLC		EFT	0.00	39,053.00	
00-4412	D JONES LTD.	04/03/2025	EFT	0.00	59,950.00	
00-4735	4AP HOLDINGS INC.	04/10/2025	EFT	0.00	589.18	
00-3090	ALAMO GROUP (TX) INC	04/10/2025	EFT	0.00	2,547.78	
00-4474	AMAZON CAPITAL SERVICES, INC.	04/10/2025	EFT	0.00	277.19	
00-2767	AMERICAN LUBE SUPPLY	04/10/2025	EFT	0.00	1,768.80	
00-4793	AMPWAY ELECTRIC, LLC	04/10/2025	EFT	0.00	994.00	
00-4042	ANGEL ARMOR LLC	04/10/2025	EFT	0.00	8,197.67	
00-6	ANGEL PEST CONTROL, INC.	04/10/2025	EFT	0.00	1,154.98	
00-5295	ANIXTER INC	04/10/2025	EFT	0.00	61,710.49	
00-5413	ARBER INC. FIRE & SECURITY	04/10/2025	EFT	0.00 0.00	495.00	
00-2183	ASPHALT PATCH ENTERPRISES, INC.	04/10/2025	EFT EFT	0.00	1,676.64	
00-6117	ASPHALT ZIPPER INC	04/10/2025			227,450.00	
00-4827	ASSOCIATED CONSTRUCTION PARTNERS LTD	04/10/2025	EFT	0.00 0.00	1,174,220.75	
00-3753 00-242	BEALOR JR., BRUCE	04/10/2025	EFT	0.00	5,600.36	
00-242	BECKER'S FEED & FERTILIZER, INC	04/10/2025	EFT EFT	0.00	2,076.00 1,051.47	
00-4708	BENNETT AND SONS, LLC	04/10/2025 04/10/2025	EFT	0.00	53,262.15	
00-5343	BGE INC	04/10/2025	EFT	0.00	3,240.00	
00-3343	BIO-AQUATIC TESTING, INC.	04/10/2025	EFT	0.00	240.00	
00-4008	BOOT BARN INC	04/10/2025	EFT	0.00	3,160.54	
00-892	BOUND TREE MEDICAL, LLC		EFT	0.00	305.84	
00-4310	BRINKLEY SARGENT WINGTON ARCHITECTS, INC	04/10/2025	EFT	0.00	10,789.00	
00-906	BRIO SERVICES LLC	04/10/2025	EFT	0.00	579.50	
00-908	CARTER'S TIRE CENTER	04/10/2025	EFT	0.00	425.50	
00-1053	CARTER'S TIRE CENTER INC	04/10/2025	EFT	0.00	8,287.69	
00-1033	CDW GOVERNMENT LLC	04/10/2025	EFT	0.00	6,768.00	
00-3735	CHEM NATION INC	04/10/2025	EFT	0.00	=	21671
00-3707	CINDY'S ALTERATIONS	04/10/2025	EFT	0.00	360.00	
00-4696	COMPLIANCE ASSOCIATES LD	04/10/2025	EFT	0.00	1,192.00	
00-4494	COMPLIANCE ASSOCIATES LP	04/10/2025	EFT	0.00	=	21674
00-3935	COLEAL BRATER FOLUBMENT LLC	04/10/2025	EFT	0.00	3,421.57	
00-4060	COUFAL PRATER EQUIPMENT LLC	04/10/2025	EFT	0.00	193,896.93	
00-4484	D & D CONTRACTORS INC	04/10/2025	EFT	0.00	75,969.75	
00-4275	DATAVOICE INTERNATIONAL, INC. DAVEY RESOURCE GROUP, INC	04/10/2025	EFT	0.00	58,315.18	
00-3027	DIETZ TRACTOR COMPANY	04/10/2025	EFT	0.00	=	21679
00-3463	Dr. Tania Glenn & Associates PA	04/10/2025	EFT	0.00	1,260.00	
00-3497	EDUCATION SERVICE CENTER, REGION 20	04/10/2025	EFT	0.00	170.00	
00-3687	ELLIOTT ELECTRIC SUPPLY INC	04/10/2025	EFT	0.00	2,109.73	
00-4073	ESHBAUGH, NICHOLE	04/10/2025	EFT	0.00	7,200.00	
00-57	EWALD KUBOTA, INC	04/10/2025	EFT	0.00	641.33	
00-2483	FENCECRETE AMERICA INC	04/10/2025	EFT	0.00	4,863.00	
00-2377	FLYING T ENTERPRISES LLC	04/10/2025	EFT	0.00	154.00	
00-3029	FREEIT DATA SOLUTIONS INC	04/10/2025	EFT	0.00	23,395.14	
00-351	FREESE & NICHOLS, INC.	04/10/2025	EFT	0.00	142,347.32	
00-476	G A POWERS CO LLC	04/10/2025	EFT	0.00	30,961.78	
00-3086	GATEWAY PRINTING & OFFICE SUPPLY INC	04/10/2025	EFT	0.00	· ·	21690
00-3591	GENSERVE LLC	04/10/2025	EFT	0.00	2,233.75	
00-6213	GLENEWINKEL PHOTOGRAPHY	04/10/2025	EFT	0.00	120.00	
00-4774	GRIFFITH FORD SEGUIN, LLC	04/10/2025	EFT	0.00	294.00	
00-4278 Rx	GUADALUPE COUNTY HOSPITAL BOARD	04/10/2025	EFT	0.00	2,011.27	
00-5598	GUADALUPE FAMILY HEALTH PA	04/10/2025	EFT	0.00	2,070.00	
00-375	HACH COMPANY	04/10/2025	EFT	0.00	2,478.10	
00-4671	HOLT TRUCK CENTERS OF TEXAS LLC	04/10/2025	EFT	0.00	125.94	
	THE THOCK CENTERS OF TEAMS LLC	, ==, ===		3.30	223.31	

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Check Report Date Range: 03/29/2025 - 04/11/2025 **Vendor Number** Payment Date **Payment Type Discount Amount Payment Amount Number** Vendor Name 00-4695 04/10/2025 **EFT** 0.00 6,647.96 21698 **IDEAL SUPPLY INC** 00-3640 04/10/2025 FFT 0.00 1,271.47 21699 IMPACT PROMOTIONAL SERVICES LLC 00-4456 04/10/2025 **EFT** 0.00 369.30 21700 IMPERIAL BAG & PAPER CO, LLC 00-790 **EFT** 0.00 725.78 21701 04/10/2025 INDUSTRIAL DISPOSAL SUPPLY COMPANY 00-2256 04/10/2025 FFT 0.00 1.117.50 21702 INFOSEND INC FFT 0.00 2.257.32 21703 00-1389 04/10/2025 INGRAM LIBRARY SERVICES, INC FFT 00-11060 04/10/2025 0.00 446.20 21704 J.L. MATTHEWS COMPANY 00-4572 04/10/2025 **EFT** 0.00 1,478.00 21705 JEC CONCRETE & LANDSCAPE, LLC 00-6003 04/10/2025 **EFT** 0.00 30.00 21706 JIMENEZ, REBECCA D 00-3807 04/10/2025 **EFT** 0.00 64,268.73 21707 K FRIESE & ASSOCIATES INC 00-788 04/10/2025 **EFT** 0.00 2.413.00 21708 KBS ELECTRICAL DISTRIBUTORS, INC. 00-6156 04/10/2025 FFT 0.00 14,274.30 21709 KIMLEY-HORN AND ASSOCIATES INC 00-2713 04/10/2025 **EFT** 0.00 19,139.58 21710 LENOVO INC. 00-3976 04/10/2025 **EFT** 0.00 6,431.39 21711 LEXIPOL LLC **EFT** 0.00 3.000.00 21712 00-3927 04/10/2025 LOWERY PROPERTY ADVISORS LLC **EFT** 0.00 384.00 21713 00-5088 04/10/2025 LUNA, JASON JOEL 04/10/2025 FFT 0.00 2.980.00 21714 00-4035 MESSER, FORT & MCDONALD PLLC 00-3686 04/10/2025 **EFT** 0.00 13,999.09 21715 METRO GOLF CARS INC 00-4407 MID-AMERICA GOLF AND LANDSCAPING, INC. 04/10/2025 **EFT** 0.00 670,334.85 21716 00-4051 04/10/2025 **EFT** 0.00 600.00 21717 MILLER, BRANDY P. PHD, PC 00-3642 04/10/2025 **EFT** 0.00 2,502.80 21718 NORTH AMERICA FIRE EQUIPMENT CO INC 0.00 2,262.37 21719 00-4385 04/10/2025 **EFT** OCLC. INC 00-3794 04/10/2025 **EFT** 0.00 1,885.06 21720 **ODP BUSINESS SOLUTIONS, LLC** 00-4594 04/10/2025 EFT 0.00 1,323.98 21721 OLD DOMINION BRUSH COMPANY, LLC 00-81 04/10/2025 **EFT** 0.00 6,299.49 21722 O'REILLY AUTO PARTS 0.00 00-3439 PERDUE BRANDON FIELDER COLLINS & MOTT L 04/10/2025 **EFT** 3.438.39 21725 00-3694 FFT 0.00 6,440.57 21726 Playcore Group, Inc & Subsidiaries 04/10/2025 EFT 0.00 00-4717 PRECISION SIDEWALKS LLC 04/10/2025 7,772.26 21727 EFT 00-5879 0.00 897,566.98 21728 04/10/2025 QRO MEX CONSTRUCTION CO INC 00-4585 04/10/2025 **EFT** 0.00 26,969.20 21729 QUIDDITY ENGINEERING, LLC 00-98 04/10/2025 **EFT** 0.00 539.90 21730 R D OFFUTT CO 00-2220 **EFT** 0.00 500.00 21731 04/10/2025 RATHER, ROBERT B 00-4257 04/10/2025 **EFT** 0.00 5.500.00 21732 **REYNALDO GARCIA & THOMAS GARCIA** 00-3508 04/10/2025 **EFT** 0.00 22,381.00 21733 ROADWAY ASSET SERVICES LLC 00-4683 04/10/2025 FFT 0.00 8,819.05 21734 ROSS MOLINA OLIVEROS, P.C. 00-3987 04/10/2025 **EFT** 0.00 30,000.00 21735 ROSS, BRIAN 00-4682 04/10/2025 FFT 0.00 1.984.76 21736 SHANAFELT, LLC 00-5769 04/10/2025 FFT 0.00 65,684.84 21737 SHI GOVERNMENT SOLUTIONS INC 04/10/2025 **EFT** 0.00 765.31 21738 00-2921 SOUTHERN COMPUTER WAREHOUSE INC 04/10/2025 00-4364 FFT 0.00 610.00 21739 STUART CIRBY CO. 00-4263 SYSTEM CONTROLS & INSTRUMENTATION, LLC 04/10/2025 EFT 0.00 1,954.00 21740 00-4138 TBA SAN ANTONIO LLC 04/10/2025 **EFT** 0.00 7,573.00 21741 00-594 TECHLINE, INC. 04/10/2025 **EFT** 0.00 9,809.84 21742 04/10/2025 0.00 383.05 21743 00-3319 TELLUS FOLIPMENT SOLUTIONS LLC **EFT** 1,032.70 21744 00-5121 04/10/2025 EFT 0.00 TEXAS EXCAVATION SAFETY SYSTEM 00-3518 04/10/2025 **EFT** 0.00 4,934.99 21745 TEXAS MATERIALS GROUP INC 00-740 04/10/2025 **EFT** 0.00 71.54 21746 TEXAS MUNICIPAL LEAGUE IRP 00-3761 04/10/2025 **EFT** 0.00 107.536.65 21747 THE POUNDS GROUP, LLC 00-5951 EFT 0.00 300.00 21748 04/10/2025 THEIS, RICHARD R PHD 00-4933 04/10/2025 FFT 0.00 519.00 21749 THOMSON REUTERS-WEST 00-4517 04/10/2025 EFT 0.00 2,518.76 21750 T-MOBILE USA INC. 00-4215 TRC ENGINEERS. INC. 04/10/2025 **EFT** 0.00 311,756.27 21751 00-3601 04/10/2025 **EFT** 0.00 148,153.90 21752 TRIHYDRO CORPORATION 00-5182 **EFT** 0.00 244.70 21753 04/10/2025 TYLER TECHNOLOGIES 0.00 00-3940 04/10/2025 **EFT** 58.50 21754 UNIVERSAL ENVIRONMENTAL SERVICES LLC 00-4431 04/10/2025 **EFT** 0.00 5,443.60 21755 USALCO, LLC 00-3243 04/10/2025 FFT 0.00 46.05 21756 **VERMONT SYSTEMS INC** 00-2476 04/10/2025 **EFT** 0.00 1.393.75 21757 WASTE SYSTEMS EQUIPMENT INC

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EFT

04/10/2025

00-3944

WESTHILL PAVING INC

68,625.50 21758

0.00

Check Report

Vendor Number 00-3828 Vendor NamePayment DatePayment TypeDiscount AmountPayment AmountNumberYAMAHA MOTOR FINANCE CORPORATION USA04/10/2025EFT0.004,474.1021759

Date Range: 03/29/2025 - 04/11/2025

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	360	114	0.00	4,813,931.16
	360	114	0.00	4.813.931.16

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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	360	114	0.00	4,813,931.16
	360	114	0.00	4.813.931.16

Fund Summary

Fund	Name	Period	Amount
900	COS POOLED CASH	3/2025	39,053.00
900	COS POOLED CASH	4/2025	4,774,878.16
			4.813.931.16

4/11/2025 2:26:54 PM Page 4 of 4



To: Mayor Dodgen and Council Members

Steve Parker, City Manager

From: Dale Skinner, Fire Chief

Date: April 10, 2025

Re: Purchase of Weis Fire Quick Attack Brush Truck

Historical Background

Brush trucks are used to provide rapid and effective response to wildland fires, grass fires, and off-road fire incidents. These vehicles are typically equipped with four-wheel drive, off-road tires, and a water tank with pump and hose system, allowing crews to access remote or rugged terrain where larger fire apparatus cannot operate. Brush trucks are essential for initial attack operations, mop-up, and patrol duties during wildfire season. In addition to firefighting tools, they may carry medical kits and rescue equipment to support operations in hard-to-reach areas. Their agility and versatility make brush trucks a critical asset in our department's wildland fire suppression strategy.

A dependable fleet supports firefighter readiness and public trust, reinforcing the department's ability to respond efficiently to any emergency situation. Maintaining a reliable fire department fleet is essential to ensuring quick, safe, and effective emergency response. Well-maintained vehicles reduce the risk of mechanical failure during critical incidents, which can save lives and property. To maintain this reliability, there is a need to replace the department's 2015 brush truck and move it to reserve status.

Action Requested

Authorization to purchase a Weis Fire Quick Attack Brush Truck on a Ford F450 chassis from Weis Fire & Safety Equipment.

Procurement Methodology & Funding Source

This Capitol Project was approved with the FY2025 budget. Purchase is being made utilizing the HGAC cooperative purchasing agreement, Purchases utilizing the HGAC contract are in compliance with state bidding requirements and allow local governments the benefit of volume discount pricing and an expedited procurement process. Delivery time for the units is approximately 18 months.

Staff Recommendation

Staff recommends the purchase of a Weis Fire Quick Attack Brush Truck on a Ford F450 chassis and associated loose tools and equipment from Weis Fire & Safety Equipment. be approved in the amount not to exceed the budgeted amount of \$350,000.

Attachments

Vender quote.

Respectfully,

Dale Skinner Fire Chief

STATE OF TEXAS

RESOLUTION AUTHORIZING THE PURCHASE OF 1 QUICK ATTACK BRUSH TRUCK ON A FORD F450 CHASSIS AND EQUIPMENT AS SPECIFIED FROM WEIS FIRE & SAFETY EQUIPMENT UTILIZING THE HGAC COOPERATIVE PURCHASING AGREEMENT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Seguin Fire Department was approved to purchase a brush truck during the FY 2025 budget process; and

WHEREAS, the Seguin Fire Department has identified a Weis Fire Quick Brush Truck that suits it needs; and

WHEREAS, the Houston Galveston Area Council (HGAC) is a purchasing cooperative administered out of Houston, Texas, and purchases utilizing HGAC contracts are in compliance with Texas bidding requirements; and

WHEREAS, city staff recommends the purchase of a Weis Fire Quick Attack Brush Truck on a Ford F450 chassis from Weis Fire & Safety Equipment for a sum not to exceed \$350,000.00.

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

Part 1. The purchase of a Weis Fire Quick Attack Brush Truck on a Ford F450 chassis from Weis Fire & Safety Equipment for a sum not to exceed \$350,000.00 is hereby approved.

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

PASSED AND APPROVED this 15th day of April 2025.

	DONNA DODGEN
	MAYOR
ATTEST:	
Kristin Mueller	-
City Secretary	



Weis Fire & Safety Equipment, LLC. 11 E. Pacific * P.O. Box 3467

111 E. Pacific * P.O. Box 346 Salina, Kansas 67402-3467

785-825-9527 * 1-888-689-9347 * 785-825-9538 Fax

www.weisfiresafety.com "It's a Weis choice"

WEIS FIRE PROPOSAL

H-GAC CONTRACT FS12-23

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TO: CO	מעכום

DATE: 04/10/2025

WEIS FIRE AND SAFETY EQUIPMENT, LLC, HEREBY PROPOSES TO MANUFACTURE AND FURNISH YOU, SUBJECT TO YOUR ACCEPTANCE OF THIS PROPOSAL AND THE PROPER SIGNING AND EXECUTION OF THE ATTACHED CONTRACT AND ADDENDUM(S) BY THE PARTIES THERETO, THE APPARATUS AND APPURTENANCES HEREIN DESCRIBED AND FOR THE FOLLOWING PRICES LISTED BELOW. IN THE EVENT THE PURCHASES USES ITS OWN PURCHASE ORDER OR ITS OWN CONTRACT PAGES IN LIEU OF SIGNING THE ATTACHED CONTRACT, IT SHALL BE UNDERSTOOD BY ALL PARTIES THAT ALL TERMS AND CONDITIONS OF THE ATTACHED CONTRACT AND ADDENDUM(S) SHALL TAKE PRECEDENCE OVER ANY AND ALL OTHER DOCUMENTS. GENTLEMEN:

One (1) 2025 Weis Quick Attack 400RM on a 2025 Ford-450 gasoline chassis

PRICE: \$247,150.00

\$50,000 - Loose Equipment \$1,000 - HGAC Fee

TOTAL: \$298,150.00

NO FEDERAL, STATE, OR LOCAL TAXES ARE INCLUDED, UNLESS SUCH TAXES ARE ITEMIZED.

DELIVERY: 18 Months

F.O.B. Salina, KS.

shall be made within the time specified above after receipt and acceptance by WEIS FIRE AND SAFETY EQUIPMENT, LLC, of the properly signed and executed contract and addendum(s). The delivery time indicated is based on the best delivery knowledge All apparatus and appurtenances shall be manufactured in accordance with the attached available at this time. Delivery shall be contingent upon delays or failure to deliver from Delivery our suppliers, delays caused by or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents, any other acts of God, or any other circumstances which specifications, with the same specifications becoming a part of the contract. are beyond the control of this corporation.

TERMS OF PAYMENT: Net Due upon completion.

If the chassis is paid for within 15 days of receipt you may deduct \$1,947.00 from the bid price

when the 2025 chassis arrives. The price difference would be added to or If a contract is initiated, an invoice would be presented Note: An estimated chassis price of \$58,130.00 has been included in the subtracted from the contract price at that time via a change order. proposed price.

rates, at the time of the quote. In the event of any increase in tariffs, import duties, taxes or similar charges imposed by government authorities, either direct or indirect, after the issuance of this quote, we reserve the right to Prices quoted herein are based on current costs, including existing tariff adjust the quoted prices accordingly to reflect such changes.

က္က ALL PRICES OR QUOTATIONS ARE SUBJECT TO CHANGE OR WITHDRAWAL UNLESS ACCEPTED WITH $_$ DAYS FROM THE DATE HEREIN SET FORTH.

BY: Carden McBride

Candace McBride - Apparatus Bid Coordinator



Weis Fire & Safety Equipment, LLC

111 E. Pacific * P.O. Box 3467 * Salina, Kansas 67402-3467 785-825-9527 * 1-888-689-9347 * 785-825-9538 Fax www.weisfiresafety.com "It's a Weis Choice"



WEIS FIRE QUICK ATTACK 400RM SEGUIN FIRE, TX Revised April 10, 2025

CHASSIS

2024 Ford F-450 Super Duty Chassis Ford Race Red Extended Cab 4 X 4 179" WB 60" CA 7.3L gasoline engine

10-speed automatic transmission
Air Conditioning

Cruise control

XL trim

Preferred Equipment Package

Power windows

Power door locks

Power mirrors

Heated mirrors

Vinyl high back bucket seats 40/20/40 split seat

AM/FM / MP3 /Clock

LT225/70R 19.5 Max Trac Tires

Heavy Duty Front Suspension

16,500 GVWR

4.88 limited slip rear end

Dual Battery

410 Amp Alternator

120V / 400 Watt Dash Outlet

Dual Steering Stabilizer

There shall be a custom Heavy Duty Weis Step bars to provide ease of access to the cab area. Step bars will be attached to the frame rails.

OEM tires and wheels will be changed to a Super Single wheel package consisting of the following:

- Five (5) Continental 335/80 R20 MPT 81 41" tires
- Five (5) custom aluminum wheels
- All wheels to have a Black anodized finish
- All Tires / Wheels to be match mounted and dynamically balanced.
- 3.5" front lift kit, and a 5.0" rear lift Kit shall be installed to fit the larger tires.
- Rad Flo front and rear shocks with external reservoir
- Narrow sway bar to eliminate tire rub
- Adjustable Track bar
- Front axle bump stops
- Rough County Heavy Duty Dual Steering Stabilizers shall be provided to prevent steering shake
- The rear lift kit shall be constructed of a solid steel block.
- New rear U-Bolts will be provided. OEM U-bolts shall not be used in the construction of this apparatus.
- -Front end re-aligned after installation of lift system.
- -Speedo re-calibration.
- -The original plastic front fender flares shall be removed and replaced with custom bolt on 7" W fender flares. These fender flares shall be coated with spray on bed liner material.
- Spare to be mounted on top of tank.

TANK

The tank shall have a capacity of 400 gallons.

The tank shall include the following features:

Fill tower with removable screen

Sump with anti-swirl plate and drain fitting

3.0" vent and overflow pipe

1.5" refill fitting

3.0" tank suction

Liquid level sight gauge

The outside of the tank shall be black.

Mounting strips shall be molded to the bottom of the tank to allow mounting to the aluminum fire body.

There shall be a 10-gallon integral foam cell.

There shall be a FRC Tank Vision Pro water level indicator on the rear pump panel and a mini level indicator in cab.

The tank shall have a lifetime warranty. A copy of the warranty shall be provided with the apparatus.

The tank to pump line shall be operated at the rear of the apparatus.

REAR MOUNT PUMP CONTROLS

All pump controls shall be provided at the rear of the apparatus. The rear mount pump panel will have all pumping functions.

The tank to pump line shall be operated at the rear of the apparatus.

The pump panel shall be constructed of .125" smooth aluminum and shall have a textured black powder coat finish.

The pump panel shall be provided with an LED panel light.

Each discharge shall be properly function labeled.

REMOTE START/STOP THROTTLE CONTROLS

There shall be an electronic start/stop/throttle controls for the gas fire pump located inside the cab on the custom aluminum console and at the top mount control panel.

There shall be a Class 1 2.5" liquid filled discharge gauge with red LED backlight located inside the cab on the custom aluminum console.

There shall be an FRC Tank Vision Pro mini water level indicator on the custom aluminum console.

PUMP

The pump shall be a Hale model HPX200-H20 powered by a 20HP Honda Gasoline engine with the following features:

4" victaulic suction inlet
2.5" NPT outlet with four (4) bolt flange
Electric start
Pump panel
2.5" master gauge
Throttle control
Choke
Electric primer controls
Low oil pressure light

The pump shall be located at the rear of the apparatus, mounted on the aluminum fire body.

The pump motor shall be plumbed to the chassis fuel system.

An auxiliary fuel pump with one-way check valve shall be provided in the fuel supply plumbing between the chassis' fuel cell and fire pump.

PLUMBING

All plumbing shall be heavy duty <u>welded stainless steel plumbing</u>. When necessary, high pressure hose shall be used with stainless steel fittings. <u>The stainless steel</u> <u>plumbing shall have a Ten (10) year warranty.</u>

A 4.0" square manifold shall be utilized. All discharges shall be plumbed from this manifold.

The manifold shall have one (1) 2.5" Victaulic fitting for the 2.5" plumbing from the pump.

The manifold shall have three (3) 1.5" 4-bolt flanges, one (1) for the 1.5" pre-connect, one (1) that shall serve as the supply discharge for the front walkway whip lines and one (1) shall serve as the supply discharge to the front bumper 1.5" hose tray.

The manifold shall have one (1) 1.0" 4-bolt flange for the booster reel.

The plumbing shall be plumbed for a Trident ATP 1.0 Foam System.

The entire discharge plumbing system shall be hydrostatically tested to 300 psi for two minutes prior to installation. This is to ensure that the entire plumbing system will not leak and to ensure the safety of all fire department personnel.

The discharge plumbing from the pump to the manifold will be plumbed with 2.5" pipe.

There will be one (1) 1.5" discharge plumbed to the pre-connect hose tray with a 1.5" brass swivel to allow the hose to be pulled to either side of the apparatus.

There will be a 1.5" discharge plumbed to the front walkway area that shall serve as the supply plumbing for the front walkway whip lines. This discharge shall terminate with a gated wye valve.

All discharge valves shall be heavy duty, full flow, fire service quality quarter turn ball valves.

The tank to pump line shall be plumbed with 2.5" plumbing. A wire reinforced flexible connection shall be used to provide ease of service and to reduce vibration.

The tank to pump valve shall be a 2.5" heavy duty, full flow, fire service quality quarter turn ball valve.

There shall be a 2.5" suction with a 2.5" plug and chain. The suction shall be gated with a 2.5" NH Hydrant gate valve.

NOTE: Only Akron full flow quarter turn ball valve shall be used for suction and discharge lines. All valves shall have the Akron TSC handle

The 1.0" tank fill and recirculating line shall utilize a 1.0" stainless steel gate valve.

There shall be two (2) 5' x 1.0" forestry hose whip lines provided at the front walkway area, connected to the gated wye valve with two (2) TFT 1.0" QuadraFog 5-10-24-40-60 GPM adjustable gallonage nozzles with pistol grips.

Each nozzle shall have a nozzle clip.

FOAM SYSTEM SPECIFICATIONS

A Trident 'Foamate' Model #31.008.0 ATP-1.0 Class A around-the-pump foam system shall be installed. The foam housing shall be of brass construction; due to the high reliability factor, a plastic housing construction shall not be acceptable. The ATP foam system shall be factory calibrated and certified to meet applicable NFPA standards. The unit shall have the ability to turn the foam flow "on and off" without changing the water or foam proportioning settings.

BOOSTER REEL

A Hannay heavy duty electric rewind booster reel will be provided with 150' of 1.0" red rubber booster hose with aluminum couplings.

The booster reel shall be located on passenger rear corner of the fire body. The booster reel shall be painted black.

One (1) TFT 1.0" QuadraFog 5-10-24-40-60 GPM adjustable gallonage nozzle with pistol grip will be provided.

The booster reel shall be plumbed with high pressure hose with stainless steel fittings.

The booster reel will be provided with one (1) rewind switch located at the booster reel.

The booster reel shall be provided with a single chrome hose roller and spool assembly.

A 40 amp circuit breaker will be provided for the booster reel.

GROUND SWEEP NOZZLES (4)

There shall be two (2) ground sweep nozzles provided at the front of the apparatus, located one (1) at the driver front corner and one (1) at the passenger front corner.

There shall be two (2) ground sweep nozzles provided at the mid body of the apparatus, located one (1) at the driver walkway ladder step and one (1) at the passenger walkway ladder step.

Each nozzle shall be supplied by one (1) KZCO stainless steel electric valve.

There shall be four ground sweep nozzles switches located on the center console located in the cab.

WEIS FIRE QUICK ATTACK BODY

The fire body shall be constructed entirely of heavy duty **extruded aluminum and will have a TEN (10) year structural warranty.**

The perimeter of the body shall be constructed of a heavy duty 6061T5 custom aluminum extrusion. The deck plate shall be stitch welded on the bottom side of the extrusion.

The cross members shall be 2.0" x 4.0" 6061T6 extruded aluminum tube on 12" centers for rigidity and longevity. There shall be no less than eight (8) aluminum 2.0" x 4.0" extruded aluminum cross members

The sills shall be 6.0" steel channel.

The body sills shall be mounted to the frame utilizing a 6-point mounting system.

There shall be .125" aluminum diamond plate covering the entire upper surface of the body.

The fire body shall be 108" long x 96" wide.

There shall be a 20" walkway between the cab and the Weis Fire Attack firefighting unit.

There shall be a recessed step well on each side of the walkway. Each step well shall be approximately 21" D x 21" W.

Located at the entrance to the walkway shall be swing in gates on each side. Each gate shall have a stop that will not allow the gate to swing out when they automatically close. THIS IS NOT AN NFPA 1906 COMPLIANT SYSTEM – NFPA EXCEPTION WAIVER WILL NEED TO BE SIGNED

Each gate shall be 42"H and will be constructed of 1.0" x 2.0" extruded aluminum tube.

Each gate shall be hinged on the headache rack and the stop rail shall be a 2.0" x 2.0" extruded aluminum tube.

The outsides of the gates shall be covered with .125" aluminum diamond plate.

There shall be non slip NFPA under body ladder style steps located on each front corner of the apparatus to allow access to step well and walkway.

There shall be a headache rack at the front of the body that will also serve as a light bar mounting platform.

The headache rack shall be constructed with 2.0" x 2.0" extruded aluminum tubing and will have .125" aluminum diamond plate covering the bottom half on the front and back sides and expanded aluminum on the top half.

The light bar platform shall be constructed of 1/4" aluminum plate shall be properly gusseted. The light bar platform shall be 14" x 75".

There shall be an area approximately the size of the rear cab window that will be covered with expanded aluminum that will allow the driver to view the walkway.

A 96" D x 30" W x 5.5" H tool compartment at the rear of the apparatus with a horizontally hinged, drop down door shall be provided.

This compartment shall be provided with a rear storage pull out tray for department supplied suction hose, shovels, brooms, rakes, etc.

There shall be two (2) sweep-out style compartments with two (2) lift up doors located on one (1) on each side of the fire body.

Dimensions for the passenger side compartment shall be approximately 60" W x 30" H x 18" D.

Dimensions for the driver side compartment shall be approximately 60" W x 30" H x 18" D with an aluminum divider between.

The L-2 compartment shall have an adjustable shelf.

The compartment door handles shall be D style slam latches.

The body of the compartments shall be constructed of .125" aluminum diamond plate.

The doors shall be constructed of .125" smooth aluminum painted red to match the chassis.

The L-1 and R-1 compartments shall each be large enough to contain an SCBA in walkway brackets.

Each compartment and adjustable shelf shall have Dri-Dek tiles.

Each upper body compartment shall be provided with LED compartment lights that shall automatically come on when the compartment door is opened.

The upper body compartment doors shall be wired to an open door warning light and alarm that shall be located in the cab.

The open door warning light shall be activated anytime a compartment door is open.

The open door warning light AND alarm shall be activated anytime a compartment door is opened and the chassis' transmission is shifted out of park.

There shall be one (1) pre-connect hose tray constructed of slotted smooth aluminum with a textured black powder coat finish. It shall be located on top of the driver side upper body compartment. It shall be approximately 60" W x 6" H x 17" D.

There shall be one (1) dunnage box constructed of slotted smooth aluminum with a textured black powder coat finish. It shall be located on top of the passenger side upper body compartment. It shall be approximately 60" W x 6" H x 17" D.

The hose tray and dunnage box shall be provided with a black vinyl cover with nylon webbing ends, allowing for rapid hose line deployment.

There shall be an underbody fender panel that runs from the walkway to the rear of the fire body on each side. The panels shall be constructed of polished .125 aluminum diamond tread plate. The wheel well openings will be cut out to conform to the wheels. The panel behind the rear wheels shall be angled to allow for clearance.

There shall be a full width x 6" D custom designed heavy-duty rear bumper. It shall be constructed of steel with a textured black powder coat finish. The top stepping surface shall have NFPA embossed diamond plate. The corners shall have 45° angels.

There shall be a rear receiver hitch and two (2) tow shackles integrated into the rear step.

The rear of the truck shall have be a flat back design.

The rear of the apparatus shall have two (2) pull-out, drop-down rear steps. This design allows for greater departure angle.

All stop, turn, back up, corner, and DOT lights shall be provided. All lights shall be LED.

A flush mounted fuel fill hole with be provided for one fuel tank.

The fuel fill shall be located on the body next to the pump in a vertical manner to facilitate easy filling of the fuel tank. It shall <u>NOT</u> be located on the side of the body.

An "GASOLINE" label shall be provided next to the fuel filler cap.

Mud flaps shall be installed behind the rear wheels. The mud flaps shall say "KEEP BACK 500 FEET".

FRONT BUMPER

There shall be a custom designed heavy duty full replacement front end bumper provided on the apparatus.

The bumper shall have a hose tray with a 1.5" NH discharge, 90° swivel and 1.5" Akron valve. The hose tray shall have capacity for 25' x 1.5" flat lay hose.

The bumper shall have an integral receiver hitch.

The bumper shall have an integral speaker mount in the grille.

The front of the bumper shall have a red / lime yellow chevron.

The bumper shall have a black textured Powder Coat finish.

BACK UP CAMERA

There shall be one (1) extreme duty back up camera mounted flush in the rear pump panel. The back up system shall include a 7" monitor dash mounted.

HyperSight HS-160R Kit

See through smoke, fog even in total darkness! HyperSight is a Driver Vision Enhancement Thermal Imaging Camera (TIC) that will is vehicle mounted to easily identify hotspots and address areas more prone to rekindle. The HyperSight wireless system shall utilize the backup camera 7.0" Monitor screen. The HyperSight thermal imaging camera shall be mounted to the top center of the front bumper.

WINCH

There shall be a Ramsey QM9000 portable winch provided with receiver tubes and electrical quick connects located at the front and rear of the apparatus.

THE WINCH SHALL HAVE NYLON CABLE IN LIEU OF STEEL

ELECTRICAL

The entire wiring system shall be entirely composed of high grade commercial quality wiring harnesses that shall be color coded and function coded throughout.

An electrical sub panel shall be located behind the passenger seat.

The apparatus' wiring harnesses shall be connected to the electrical sub panel utilizing Deutsch connectors.

There shall be a master disconnect switch provided, located inside the cab on the floorboard next to the driver side door.

A wiring diagram shall be provided with the apparatus.

At the rear of the truck there shall be a 7-PIN electrical connection for a trailer.

The electrical system shall have a five (5) year warranty.

APPARATUS BATTERY CHARGING SYSTEM

The apparatus shall be provided with a Kussmaul Auto Charge 1000 battery charging / conditioning system with auto eject plug and battery status indicator.

The auto eject plug and battery status indicator shall be mounted in the fire body extrusion.

EMERGENCY LIGHTING SYSTEM

An emergency lighting system consisting of the following shall be provided. A Whelen Freedom NFPA LED 56" LED light bar (red) shall be mounted on the headache rack located at the front of the fire body. The light bar shall include flashing take downs and alley lights.

Ten (10) Whelen ION Mini T-Series lights 1.5" x 3.34 LED (red) flashing lights shall be provided with chrome bezels. The LED lights shall be located as follows:

Two (2) at the front of the apparatus on side of front bumper push bars - Zone B / D

Two (2) at the front of the apparatus on front bumper grille - Zone A

Two (2) on the sides of the front fenders - Zone B, Zone D

Two (2) on the sides of the fire body - Zone B, Zone D

Two (2) at the rear of the apparatus - Zone C

There shall be two (2) Whelen L31HR LED beacon lights (red) at the rear of the apparatus on mounting brackets located on the rear of the tank - Zone C

The emergency lights shall be independently switched with a master switch ability.

A Whelen 295SLSA6 full function 100 watt siren shall be provided.

A Whelen SA315P 100 watt speaker shall be mounted at the front bumper.

A Whelen WBUA107 back up alarm shall be provided.

All emergency lights shall be controlled from the siren / switch module located inside the aluminum console.

A custom aluminum console shall be provided to house the siren/switch controls, mini water level indicator, dual cup holders, and customer supplied radio.

There shall be two (2) LED walkway lights in the walkway.

There will be three (3) LED work lights provided, mounted one (1) on each side of the headache rack facing the rear of the truck, and one (1) at the rear of the truck for nighttime operation and will be switched at the switch module in the cab.

There shall be one (1) LED underbody ground light under each step well, two (2) LED underbody ground lights at the rear of the apparatus, and one (1) LED underbody light located under each cab door. These lights shall be automatically activated when the chassis' transmission is shifted into park and shall automatically de-activate when the chassis' transmission is shifted out of park. These lights shall be LED.

AUXILIARY LIGHTING

There shall be one (1) 9" Hi-Viz LED mini brow light at the rear of the tank between the beacons. The light at the rear shall be wired to the reverse and have an on/off switch at the rear pump panel.

There shall be one (1) 20" Hi-Viz LED mini brow combo light mounted under the top rail of the front replacement bumper.

There shall be two (2) 31" Hi-Viz LED mini brow combo lights, Scene/Flood/Spotlights, one (1) each side above the side compartments. These lights shall be recessed flush into the dunnage trays.

The front bumper and upper body scene lights shall be independently controlled from switches located on the custom aluminum console inside the cab.

STRIPING

The apparatus shall be provided with a 4.0" Black Scotchlite reflective stripe on the chassis as per NFPA requirements.

There shall also be a 4.0" Black Scotchlite reflective stripe installed on the body side compartment.

There shall be a 3" Black Scotchlite reflective stripe in the extrusion.

Seguin Fire Department reflective logo shall be placed on the front driver and passenger doors.

SEGUIN FIRE DEPT. lettering shall be located on each side of the fire body extrusion.

There shall be red/yellow reflective Chevron striping provided on the rear of the fire body.

F.O.B. - Salina, KS

OPTIONS:

DIESEL CHASSIS

ADD TO THE BID PRICE \$9,093.00

2024 Ford F-450 Super Duty Chassis

Ford Race Red

Extended Cab

4 X 4

179" WB

60" CA

6.7L V8 Diesel engine

10-speed automatic transmission

Air Conditioning

Cruise control

XL trim

Preferred Equipment Package

Power windows

Power door locks

Power mirrors

Heated mirrors

Vinyl high back bucket seats 40/20/40 split seat

AM/FM / MP3 /Clock

LT225/70R 19.5 Max Trac Tires

Heavy Duty Front Suspension

16,500 GVWR

4.30 limited slip rear end

Dual Battery

410 Amp Alternator

120V / 400 Watt Dash Outlet

DIESEL PUMP

ADD TO THE BID PRICE \$14,150.00

The pump shall be a Hale model HPX200-KB24 powered by a 24hp Kubota diesel engine with the following features:

3.0" inlet

2.5" outlet with N.P.T. bolt on flange

Electric start

Pump panel

2.5" master discharge gauge

2.5" master suction gauge

Vernier throttle control

12-volt DC ESP primer

Low oil pressure light

Pump Performance: 100 GPM @150 PSI 175 GPM @ 100 PSI 250 GPM @ 50 PSI

The fuel supply for the fire pump shall be directly plumbed into the chassis fuel system and shall incorporate an auxiliary fuel pump and fuel line check valve.

HGACBUY CON	For MOTOR VEHICLES Only	CET Contract No.:	Date Prepared:
	d by Contractor and given to H-GAC @ 713-993-4548. T		-
Buying Agency:	Cont	ractor: WEIS FIRE AND SAF	ETY EQUIPMENT, LLC
Contact Person:		pared DARRIN BIEGERT By:	
Phone:	Pi	none: 785-825-9527 EXT 820	
Fax:	F	'ax:	
Email:	Eı	nail: darrin.b@weisfiresafety	.com
Product Code: Description	n: QUICK ATTACK 400RM-FORD-F	-550-60CA	
A. Product Item Base Unit Price Per	Contractor's H-GAC Contract:		183746.94
-	w - Attach additional sheet(s) if necess h were submitted and priced in Contractor's	-	in description if applicable.
Description	Cost	Description	Cost
W004	3241.88		•
	3241.88 26812.5 W022		1891.61
W007			
W007 W012	26812.5 W022		1891.61 1054.63 502.3
W007 W012 W024	26812.5 W022 2728.28 W049		1054.63
W007 W012 W024 W026	26812.5 W022 2728.28 W049 892.06 W050		1054.63 502.3
W007 W012 W024 W026 W031	26812.5 W022 2728.28 W049 892.06 W050 3086.59 W051		1054.63 502.3 812.5
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Descrip	tion	Cost		Descr	iption		Cost
Additional Equipment		50000 Body Cus	stomizat	tion			5000
Chassis Change - Extended Cab		1500		Subtot	al From Addit	ional Sheet(s):	
Emergency Lights & Siren		1500				Subtotal C:	58000
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CITY OF SEGUIN



To: Mayor Donna Dodgen and City Council Members

Steve Parker, City Manager

From: Steven Purchase Fleet Manager, Fleet Services.

On behalf of Electric Utilities Department

Date: April 15, 2025

Subject: Resolution authorizing Purchase of two vehicles

for the Electric Utilities department replacement of unit 408in the amount of \$55,056.50. & Electric Utilities additional vehicle needed for service in

the amount of \$71,959.00

Historical Background

Currently, Electric utilities are in need to replace unit 408. Unit 408 is a 2011 Ford F150 Half ton with a current odometer of 34785 thousand miles, that has surpassed its expected useful life of approximately 7 years. The replacement of the department requires a half ton four-wheel drive truck upfitted with advance work warning lighting running boards and work toolbox. Utilizing the city's various vendors, we acquired a Buy Board participants quote for a vehicle matching our specification from Gunn Auto group for a 2025 GMC Serria 1500 four by four work truck package, In the amount of \$55,056.50. This unit is like other vehicles currently in the fleet and would service the department and the city well for its useful service life.

The additional vehicle required for the electric Utilities department is for a one-ton four-wheel drive flatbed truck equipped with advanced warning lights and running boards. This unit will serve as a support truck and towing vehicle to supply job sites and emergency call outs with vital equipment and supplies. We acquired a Buy Board participating quote from Caldwell County Chevrolet in the amount of \$71,959.00. This was the least expensive quote received from our vendors and has the fastest upfitting time from purchase in approximately 60-90 days.

Action Requested

Seeking approval by the city's council for the purchase of two vehicles for the electric utilities department

Procurement Methodology & Funding Source

Funding for this project has been secured in 2025 Electric Utilities Capital Project Funds

Staff Recommendation

Staff recommend the agreement be executed with Project numbers ED25HALFTONTRUCK, & ED25ONETONTRUCK.

ATTACHMENTS

- 1. Gunn Auto Group Buy Board quote 2025 half ton GMC including upfitting
- 2. Caldwell County Chevrolet Buy Board quote 2025 one-ton flatbed including upfitting

STATE OF TEXAS

RESOLUTION AUTHORIZING PURCHASE OF TWO VEHICLES FOR THE ELECTRIC UTILITIES DEPARTMENT REPLACEMENT OF UNIT 408 IN THE AMOUNT OF \$55,056.50. & ELECTRIC UTILITIES ADDITIONAL VEHICLE NEEDED FOR SERVICE IN THE AMOUNT OF \$71,959.00; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City's FY2025 Electric 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, Electric Utilities would like to replace one 2011 utility truck that has accrued high mileage and have been identified for replacement and to add one four-wheel-drive flatbed truck to the existing fleet; and

WHEREAS, City staff found two 2025 work trucks through separate sources of 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 a 2025 GMC Serria 1500 4x4 work truck from Gunn Auto group, In the amount of \$55,056.50, utilizing its BuyBoard contract, and

WHEREAS, City staff recommends approval of the purchase of a 2025 one-ton flatbed (including upfitting) from Caldwell Country Chevrolet, in the amount of \$71,959.00, utilizing its BuyBoard contract.

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

Part 1. Electric Utilities is approved for the purchase of a 2025 GMC Serria 1500 4x4 work truck from Gunn Auto group, In the amount of \$55,056.50 and a 2025 one-ton flatbed (including upfitting) from Caldwell Country Chevrolet, in the amount of \$71,959.00, as described above.

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

PASSED AND APPROVED this 15th day of April 2025.

	DONNA DODGEN, MAYOR
ATTEST:	
Kristin Mueller City Secretary	



GUNN Acura 11911 IH 10 West

GUNN BUICK GMC 16440 IH 35 North

GUNN CHEVROLET 16550 IH 35 North

GUNN Honda 14610 IH 10 West

GUNN NISSAN GUNN NISSAN of DENTON San Antonio, TX 78230 Selma, TX 78154 Selma, TX 78154 San Antonio, TX 78249 San Antonio, TX 78209 Corinth, TX 76210 Phone: (210) 599-5600 Phone: (210) 599-5600 Phone: (210) 599-5600 Phone: (210) 599-5000 Phone: (210) 680-3371 Phone: (210) 496-0806 Phone: (940) 270-9000 750 NE LOOP 410 5650 S Interstate 35 E

DEAL WORKSHEET

Deal #	
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Date	Stock# GC250691 Vin # 1GTUUAED8	S7201246
Buyer's Name Quote Quote 4	Voor 2025	
Co-Buyer's Name	Model Sierra 1500	
Business Name	Miles 2	Summit White
Address	MSRP \$56 295 00 Discours \$5 360 00	
City & State Zip		
Home Phone Bus. Phone		
Cell Phone E-Mail		
Est. Delivery Date Customer #		
SalesPerson 1 David Espinoza SalesPerson 1 ID# 714	3. <u>Strobe lights-Amber/Blue Front</u> 4. <u>Strobe Lights Amber/Blue Rear</u>	\$1.000.00
SalesPerson 2 SalesPerson 2 ID #	- 5 Hoodooko Doole	
TRADE-IN INFORMATION	6 Dunning December 48	
	- Ring Poord # 724 22	\$500.00
Yr Make Model Miles		
Lic# Vin#	<u>-</u>	
Lienholder	- Selling Price	\$50,935.00
Acct # Payoff Good Until	Divo Own J. A	\$4,100,00
Lienholder Address	Selling Drice w/ Accessories	
City & State	010: 7	
Phone # Quoted by	Tenda In Annual IV	\$0.00
TRADE-IN INFORMATION	Factory Rebate(s), if any	\$0.00
Yr Make Model Miles	Cul Takal	\$55,035.00
Lie # Vin #	Sub-Total State Motor Vehicle Sales Tax	
Lienholder	***************************************	\$0.00
Acct # Payoff Good Until	Dealer's Inventory Tax	\$0.00
Lienholder Address	Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees Balance Due on Trade-In	
City & State		\$0.00
Phone # Quoted by	Documentary Fee	\$0.00
	Total	\$55,056.50
	Deposit Receipt #	
	Cash Down Receipt #	00.02

Amount to Finance

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	d
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\$55,056.50

CITY OF SEGUIN



To: Mayor Donna Dodgen and City Council Members

Steve Parker, City Manager

From: Steven Purchase Fleet Manager, Fleet Services.

(Water Utilities Department)

Date: April 15, 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 WWW25TWOCREWCAB.

ATTACHMENTS

 Rockdale Country Ford Buy Board quote for two 2025 F250 Crew Cab trucks including upfitting

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 Water Utilities Department 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 its 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 15th day of April 2025.

	DONNA DODGEN, MAYOR
ATTEST:	
Kristin Mueller City Secretary	

	ROC	KDALE C	OUNTRY	FORD			
		BOX 72, ROC					
Customer:	City of Seguin				Sales Rep:	Jake S	chobinger
Contact:	Steven Purchase				Quote#:		2625-2
Phone:	830.401.2418			_	Date:		5/2025
Email:	spurchase@seguintexas.gov			_	Jake@USA	AAutomotiveI	artners.com
Contract:	BuyBoard 724-23			_			
Product De		-					
A. Bid Seri	es: 118			_	Base Price:	\$	46,030.00
B. Publishe	ed Options:						
Code	Options	Bid Price	Code		Options		Bid Price
2025 Ford 5	Super Duty F-250 SRW (W2B) XL 4WD Crev	v Cab 8' Box		Remote Keyle	ess Entry		INCL
	1	1		Cruise Contro			INCL
600A	Order Code 600A	INCL		Power Windo			INCL
Z1	Oxford White	INCL		Power Door I			INCL
99T	Engine: 6.7L Power Stroke V8 Diesel	INCL		Vinyl Flooring			INCL
44G	Transmission: 10 Speed Automatic	INCL INCL		Back-up Cam	era		INCL
AS	Pickup Box Delete Dark Slate, Vinyl 40/20/40 Split Bench	INCL					
86M	Dual AGM 68 AH Battery	INCL		1			
64A	Wheels: 17" Argent Painted Steel	INCL					
TBM	Tires: LT245/75Rx17E All Terrain	INCL					
15.11	THE STEEL ST	11,02	Published	Options Tota	1:	\$	16,420.00
	Disclaimer:			0	order Summa	1 P4 T 7 *	
	Discianner.		Exterior Co			White	
PRICES AN	ID AVAILABILITY CAN CHANGE AT ANY TIM	E WITHOUT	Delivery E			Q2/Q3 2025	5
	NOTICE DUE TO SUPPLY CHAIN CHALLENGES		Notes:		actory Order	((
	FORE ISSUING A PURCHASE ORDER. FINAL F RMED UNTIL VEHICLE ORDER IS ACCEPTED						
	CTURER. ACKNOWLEGDE BY EMAIL RECEIPT						
	ORDER WAS RECEIVED BY USA AUTOMOTIV VELL COUNTRY CHEVROLET, ROCKDALE CO						
	DWELL COUNTRY CHEVROLET, ROCKDALE CO						
		ŕ					
C.	Upfitter: Knapheide Quote - QU-	62-915502-1				\$	14,418.00
					_		11,110.00
D.	Floor Plan Interest (For in-stock and/or Equipped Vehicles)					\$	-
F.	Lot Insurance (For in-stock and/or equipped vehicles):				\$	-	
G.	Delivery Charge: Miles			\$	-		
Н.	Subtotal:					\$	76,868.00
I.	Quantity:	2	1			\$	153,736.00
J.	Trade In:		ı			\$	
K.	BuyBoard Fee (Per Purchase Order):					\$	400.00
-2.						<u> </u>	.00.00
T	Total:					\$	154,136.00



Seller: Knapheide Truck Equipment Center Austin 16201 S IH 35 BUDA, TX 78610-9799 www.knapheide.com

Contact(s): Ashlee Fuentes Ashlee Fuentes (Inside Sales) Patric

afuentes@knapheide.com afuentes@knapheide.com pmas 7379996024 28138

Customer: Caldwell Country Ford

ID: 207473 Phone: 5124467377 Term
Address: Contact: Jake Schobinger Bid S

PO BOX 72

ROCKDALE, TX 76567-0072

Description: 6108-S-ML SRW 60CA

End Customer: City Of Seguin

Quote Information: Delivery Information:

Customer Request Date: Total Price Includes F.O.B.:

Quote Completed Date: 02/05/2025 Ship Via:

of Units: 1 Ship To: Caldwell Country Ford

PO BOX 72 ROCKDALE, TX 76567-0072

Item	Description	
35191427	Provide Window Tinting	
PACKAGE	6108-S-ML	
PACKAGE	HEADACHE RACK	
PACKAGE	(1) AMBER/BLUE STROBE MINI LIGHT BAR MOUNTED TO TOP OF HEADACHE F	
PACKAGE	(2) AMBER/BLUE STROBES MOUNTED TO THE FRONT GRILL	
PACKAGE	(2) AMBER/BLUE STROBES MOUNTED TO THE REAR BUMPER	
PACKAGE	7-WAY	
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

Additional Notes: INSTALL ON A 2025 FORD 3/4 F-250 TON DIESEL CREW INSTALL SERVICE BODY 6108-5 RACK (1) AMBER/BLUE STROBE MINI LIGHT BAR MOUNTED TO TOP OF HEADACHE RACK (2) AMBER/BLUE FRONT OF GRLL (2) AMBER/BLUE STROBE LIGHTS MOUNTED TO REAR BUMPER OPTION: RUNNING BO.

Credit Card Policy: We do not accept credit cards for payment of any order in excess of \$3,000.00. For other ord 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 (pro

Quote 915502-1



QUOTE: QU-62-915502-1

Quote Expiration: 03/06/2025

ck Masters (Outside Sales)

ters29@knapheide.com 818699

s: NET 30 DAYS pec:

	Quantity	Total
	1.00	
	1.00	
	1.00	
RACK	1.00	
	1.00	
	1.00	
	1.00	
	1.00	
	Subtotal:	\$13,773.70
	Total:	\$13,773.70

Yes / No	Total		
Yes / No	644.30		

Total Price

S OUTS WINDOW TINT HEADACHE UE STROBE LIGHTS MOUNTED TO ARDS

ers, we do accept MasterCard, American

vided part/product has been ordered by

Seller) and upon cancellation of installation

Payment Policy: Payment Terms are due upon receipt of s terms for customers with an established credit account will t invoices that are 60 days or more past due.

Pricing Policy: Price Quotation is good on orders received and quantity quoted. Any change may result in price change be applied on final billing to customer upon completion of or acceptance or the order can be subject to price adjustments

Return Policy: All sales are final. Purchased parts or produ

By signing and accepting this que conditions as stated above.	uotation, Custor
Customer Signature	
Dealer Code	
VIN	If the chass may require

Page 1/2

Quote 915502-1

igned quote unless prior credit agreeme be Net 30 from date of invoice. Seller has		
through the expiration date. Pricing quot b. Orders are subject to all applicable star der. Seller must be in possession of the due to cost increases for materials, laborate	te, local and federal excise ta vehicle for this order within 90	xes. Applicable taxes will
icts are non-returnable.		
ner agrees to accept Knapheide	Truck Equipment Cente	r Austin terms and
Print Name	Title	Date

s is customer supplied, Knapheide a chassis spec sheet



CITY OF SEGUIN

To: City Council

From: Kate McCloud, Grants Administrator

Date: April 10, 2025

Subject: Amendment Resolution to submit application for the FY2025-2026

Urban Area Security Initiative (UASI) regular grant program

It's real.

Historical Background

The Office of the Governor (OOG), Public Safety Office is currently accepting applications for the FY2025-2026 Urban Area Security Initiative (UASI) grant program. The purpose of this program is to support efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens.

On February 4th, 2025, the City Council approved a resolution to submit a grant application to this program. However, due to manufacturing issues related to the requested equipment, Seguin Police Department found it necessary to change vendors to fulfill the grant requirements. This vendor change also changed the estimated project cost, requiring an amendment to the previously approved resolution to accommodate the new project budget.

City staff would like to submit a grant application to this program for funding to purchase a speed radar trailer with a message board and license plate recognition camera for the Seguin Police Department. The cost for this project is \$137,100. There are no matching funds requirements for this program. Grant awards are expected to be announced in September of 2025. If the City is awarded this grant, the project will begin in October of 2025.

Action Requested

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

Procurement Methodology & Funding Source

If the grant is awarded, 100% of the funding will be secured through the grant.

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

Staff Recommendation

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

ATTACHMENTS

1. Resolution authorizing the submission of the grant application

RESOL	UTION	NO	
KESUL		110.	

CITY OF SEGUIN

AN AMENDED AND RESTATED RESOLUTION OF THE CITY COUNCIL OF SEGUIN, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION IN RESPONSE TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, URBAN AREA SECURITY INITIATIVE (UASI) PROJECTS GRANT.

WHEREAS, on the 4th of February 2025, the City Council approved a resolution authorizing the submission of a grant application to the Office of The Governor, Public Safety Office, under the Urban Area Security Initiative grant program; and

WHEREAS, it is now necessary to amend and restate said resolution to increase the previously approved grant amount not to exceed \$60,000, and revise the project budget to reflect a new total amount not to exceed \$137,100; and

WHEREAS, the City of Seguin Police Department is desiring to enhance the safety and protection of all law enforcement officers and our community; and

WHEREAS, the Office of the Governor, Public Safety Office has announced an Urban Area Security Initiative (UASI) grant for FY2025-2026 to provide funding to support efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens; and

WHEREAS, the City is submitting a grant application with a funding request for \$137,100 for a speed radar trailer with message board and license plate recognition camera; and

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

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

- 1. The City of Seguin authorizes the submission of an application to the Office of the Governor, Public Safety Office, Urban Area Security Initiative grant.
- 2. The City of Seguin directs and designates the City Manager as the City's Authorized Official to act in all matters in connection with this application and City's participation in the Grant Program.
- 3. Expenditures of the grant shall be administered in compliance with the State Homeland Security Program guidelines, terms and condition of the grant award including all matching funds, if applicable. The City Manager will ensure that the grant funds are expended in accordance with grant guidelines. In the event of loss or misuse of grant funds, the City of Seguin will return all funds to the Office of the Governor, Public Safety Office.
- 4. This Amended and Restated Resolution shall be in full force and effect immediately from and after its passage.

Passed and approved this 15 th day of April 2025.	
	DONNA DODGEN
	MAYOR
ATTEST:	
Kristin Mueller, City Secretary	



PUBLIC LIBRARY

Memorandum

To: City of Seguin Mayor and City Council

From: Silvia Christy, Library Director

Shane McDaniel, Chief Information Officer Justin Ramirez, IT Operations Manager

Through: Steve Parker, City Manager

Date: March 4, 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 \$155,792.77 for the purchase, delivery, and installation of new audio/video equipment at the Seguin Public Library; and declaring an

effective date.

Historical Background

The Seguin Public Library opened in 2016, and the audio/video equipment used in the Community Meeting Room, Conference Rooms and Technology Lab is almost nine years old and needs a major upgrade. Additionally, the current A/V technology in the rooms is very limited in videoconferencing and screen sharing capabilities. Providing meeting spaces as a service to the community not only enhances accessibility to essential resources but also fosters collaboration and community engagement. By offering meeting spaces, libraries can leverage their existing infrastructure to generate revenue through rental fees while simultaneously fulfilling their mission of supporting lifelong learning and community development. This service not only meets the needs of local organizations and businesses but also strengthens the library's role as a vital hub for community activities and growth.

Action Requested

The proposed work to improve AV capabilities at the library will include the following:

- For the Conference Rooms, the upgrade will provide users with the ability to have in-room
 presentations as well as videoconferencing with a Biamp Video Conference Bar (camera,
 microphone, speakers in one). A Barco Clickshare device will provide wireless presentation
 capabilities as well as wireless Bring Your Own Meeting (BYOM) use cases. A wired laptop
 connection will be available from a wall plate below the display.
- For the Tech Lab the technology upgrade will allow presenters to share content from laptops wirelessly for in-person presentations or for content in video calls through the Barco Clickshare Conference device. The projection screen and the room projector will be removed and a 98" display will be wall mounted. Users can also share locally via an HDMI

wall plate located below the display. An Aver PTZ camera will be mounted on the side wall of the room and will be used for videoconferencing. A Shure microphone array will be mounted in the ceiling for voice capture during conference calls. In addition, four new ceiling speakers and one new audio amplifier will be mounted in appropriate locations for optimum audio distribution.

• Data Projections, Inc will upgrade the existing projector in the Community Meeting Room to a new laser projector with higher lumens. The projector screen will stay in place. A new PTZ camera will be wall mounted on the side wall to capture the audience during conference calls. Calls will be initiated from a laptop connected via the Clickshare Conference device. Four ceiling microphone arrays for conference audio only will be placed in the ceiling to capture participant voices during conference calls. The upgrade will also include 1 wireless handheld microphone, 1 wireless lavalier microphone and 1 audio conference processor.

Procurement Methodology & Funding Source

Funding for this project is part of the FY 2025 General Fund Capital Projects approved by City Council. 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

City staff recommends approval of a 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 \$155,792.77 for the purchase, delivery, and installation of new audio/video equipment at the Seguin Public Library; and declaring an effective date.

ATTACHMENTS

Data Projections, Inc quote.

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 \$155,792.77 FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF NEW AUDIO/VIDEO EQUIPMENT AT THE SEGUIN PUBLIC LIBRARY; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, authorization would allow Information Technology to update and enhance the City's interactive virtual meeting and videoconferencing capabilities at the Seguin Public Library; and

WHEREAS, the cost of this acquisition is \$155,792.77 for the purchase, delivery, and installation of new audio/video equipment at the Seguin Public Library, via a statewide procurement contract through Texas Department of Information Resources; and

WHEREAS, staff recommend authorization of a new Purchase Order not exceeding the above-stated amount of \$155,792.77 from Data Projections, Inc., utilizing DIR-CPO-5087.

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

Part 1. City staff is authorized to execute a new Purchase Order in a total amount not to exceed \$152,706.00 from Data Projections, utilizing DIR-CPO-5087.

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

PASSED AND APPROVED this 15th day of April 2025.

	DONNA DODGEN, MAYOR
ATTEST:	
Kristin Mueller City Secretary	





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

Summary

System Description

Upper and Lower Conference Room

Functionality Description:

The Upper and Lower Conference Rooms will have the same functionality by providing users the ability for in-room presentations as well as video conferencing. A Barco Clickshare will provide for wireless presentation as well as wireless Bring Your Own Meeting (BYOM) use cases. A wired laptop connection will be available from a wall plate below the display. This will be for local presentation only.

Source Devices:

- HDMI wall plate
- Barco Clickshare wireless presentation device

Displays:

85" Samsung Commercial Display - wall mounted

Audio:

Speakers from Biamp Video Bar

Conferencing:

- Barco Clickshare Conference System for BYOM
- Biamp Video Conference Bar (camera, microphone, speakers in one)

Controls:

Display remote for on/off and volume up/down

Equipment Location:

Components related to this design (Barco Receiver, etc) will be secured to the Chief mount that is designed for AV component storage

Tech Room

Functionality Description:

The Tech room is a multi-purpose room that is used for internal and public meetings. This can include trainings, presentations, and video conferencing use cases. Presenters can share content from laptops wirelessly for in person presentations or for content in video calls through the Barco Clickshare Conference device. They can also share locally via an HDMI wallplate to be located below the display. A PTZ camera will be mounted side wall of the room and will be used for conferencing. The existing lighting was to be moved up by others to avoid obstruction of the camera. A Shure microphone array will be mounted in the ceiling for voice capture during conference calls. In addition, four new ceiling speakers will be mounted in the appropriate locations for optimum audio distribution. Users will be able to manage the room via an Owner provided iPad. This will be used for system on/off, volume up/down (presentaion and conference), and camera control.

Source Devices:

- HDMI Wallplate
- Barco Clickshare Conference

Displays:

98" Samsung Display, wall mounted

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

Audio:

- (4) Ceiling speakers
- (1) new audio amplifier

Conferencing:

Aver PTZ camera

Controls:

Owner provided iPad with new Crestron processor for room control functions

Equipment Location:

· Components related to this design (Barco Receiver, etc) will be secured to the Chief mount that is designed for AV component storage

Large Meeting Room

Functionality Description:

The Meeting Room in the Library is used for large meetings, gatherings, and presentations for both internal and public use. DPI will upgrade the existing projector to a new laser projector with higher lumens. The projector screen will stay in place. A new PTZ camera will be wall mounted on the side wall to capture the audience during conference calls. Calls will be initiated from a laptop connected via the Clickshare Conference. Ceiling microphone arrays will be placed in the ceiling to capture participant voices during conference calls.

Source Devices:

- Barco Clickshare Conference
- Existing laptop wall plate connection

Displays:

· Epson 8000 Lumen laser projector

Audio:

- (4) Shure Ceiling Microphone Arrays for conference audio only
- (1) Shure wireless handheld microphone
- (1) Shure wireless lavalier microphone
- (1) Shure audio conference processor

Conferencing:

(1) Aver PTZ camera

Controls:

- Owner furnished iPad for for room control/management
- New Crestron processor

Equipment Location:

Equipment will be mounted in the existing rack located in the closet. DPI will remove any components that are no longer needed for this

Quote No. 21433



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

application.

Data Projections Service and Maintenance Agreement:

• Our Gold Service and Maintenance Agreement minimize risk by performing four annual preventative maintenance on your technology solutions to proactively identify potential issues that can lead to future service disruptions. With the Gold Service Agreement, you will enjoy peace of mind knowing if an issue does arise, our dedicated service team will address it quickly and efficiently, at no additional cost, to provide you with optimal usage of your audio/visual solutions. Data Projections will process all manufacturer warranty claims per manufacturer limited warranty agreements for hardware purchased through Data Projections.

Payment Terms Update

Due to component shortages and backorder delays, Data Projections reserves the right to progress bill for all projects impacted by delays outside of Data Projection's control. Progress billing may include hardware received and stored by Data Projections or the client, and for services rendered at the time of billing.

Quote No. 21433 4/70



Data Projections, Inc 3700 W. Sam Houston Pkwy S. Ste 525 Houston, TX 77042 Tel: 866.CALL.DPI (225.5374)

www.dataprojections.com

LOWER CONFERENCE ROOM

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
VIDEO SYSTEM					
QB85C	SAMSUNG - 85INCH/3840X2160/350NIT	1.00	\$4,030.00	\$2,695.29	\$2,695.29
R9861622USB2	BARCO - CLICKSHARE CX-50 GEN2 - US VERSION WITH 2 BUTTONS	1.00	\$4,085.99	\$2,898.75	\$2,898.75
PC-G1791-E-P-B	LIBERTY - PANELCRAFTERS SINGLE GANG FACEPLATE WITH HDMI PIGTAIL	1.00	\$47.26	\$28.82	\$28.82
PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
CONFERENCING SYSTEM					
911.1987.900	BIAMP - PARLÉ VBC 2800, 4K CONFERENCING VIDEO BAR WITH DUAL	1.00	\$3,500.00	\$2,169.87	\$2,169.87
	50 MP AND 8 MP CAMERA, 27-MIC ARRAY, ANALOG AUDI				
PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS HARDV	VARE				
AS3LDP7	CHIEF - TEMPO FLAT PANEL WALL MOUNT SYSTEM, PDU BUNDLE	1.00	\$1,099.00	\$783.04	\$783.04
HALO-HC02M	LIBERTY - 6.56' HALO SERIES HIGH-SPEED HDMI CABLE	1.00	\$28.94	\$16.36	\$16.36
HDPMM10F	LIBERTY - HDMI PREMIUM 18G CBL W/NET 10'	1.00	\$28.44	\$16.08	\$16.08
LOWER CONFERENCE		LOWER CO	NFERENCE ROO	M SUBTOTAL:	\$8,608.21

LOWER CONFERENCE ROOM

Installation Services Details	TOTAL PRICE	
INSTALLATION LABOR	\$3,200.00	
COMMISSIONING LABOR	\$1,050.00	
LC	OWER CONFERENCE ROOM SUBTOTAL: \$4,250.00	

UPPER CONFERENCE ROOM

OT TEN CONTENEINCE	NOO!				
PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
VIDEO SYSTEM					
QB85C	SAMSUNG - 85INCH/3840X2160/350NIT	1.00	\$4,030.00	\$2,695.29	\$2,695.29
R9861622USB2	BARCO - CLICKSHARE CX-50 GEN2 - US VERSION WITH 2 BUTTONS	1.00	\$4,085.99	\$2,898.75	\$2,898.75
PC-G1791-E-P-B	LIBERTY - PANELCRAFTERS SINGLE GANG FACEPLATE WITH HDMI	1.00	\$47.26	\$28.82	\$28.82
	PIGTAIL				
PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
CONFERENCING SYSTEM	1				
911.1987.900	BIAMP - PARLÉ VBC 2800, 4K CONFERENCING VIDEO BAR WITH DUAL	1.00	\$3,500.00	\$2,169.87	\$2,169.87
	50 MP AND 8 MP CAMERA, 27-MIC ARRAY, ANALOG AUDI				
PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS HARD	NARE				
AS3LDP7	CHIEF - TEMPO FLAT PANEL WALL MOUNT SYSTEM, PDU BUNDLE	1.00	\$1,099.00	\$783.04	\$783.04
HALO-HC02M	LIBERTY - 6.56' HALO SERIES HIGH-SPEED HDMI CABLE	1.00	\$28.94	\$16.36	\$16.36
HDPMM10F	LIBERTY - HDMI PREMIUM 18G CBL W/NET 10'	1.00	\$28.44	\$16.08	\$16.08

UPPER CONFERENCE ROOM

Installation Services Details	TOTAL PRICE
INSTALLATION LABOR	\$3,200.00
COMMISSIONING LABOR	\$1,050.00

UPPER CONFERENCE ROOM SUBTOTAL:

UPPER CONFERENCE ROOM SUBTOTAL:

\$8,608.21

\$4,250.00

MEETING ROOM

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
VIDEO SYSTEM					
V11HB01920	EPSON - EB-PQ2008W 8000LM 4K PROJECTOR, WHITE	1.00	\$22,206.00	\$13,860.00	\$13,860.00
R9861622USB2	BARCO - CLICKSHARE CX-50 GEN2 - US VERSION WITH 2 BUTTONS	1.00	\$4,085.99	\$2,898.75	\$2,898.75

Quote No. 21433 5 / **7**



PIGTAIL

DESCRIPTION

DESCRIPTION

CRESTRON - 4-SERIES CONTROL SYSTEM

CRESTRON - SAROS® INTEGRATOR 6.5" 2-WAY IN-CEILING SPEAKER,

WHITE TEXTURED, SINGLE (MUST BE ORDERED IN MULTIPLE

PART NUMBER

PART NUMBER

AUDIO SYSTEM

SAROS ICI6T-W-T-EACH+

CP4N

CONTROL SYSTEM

Data Projections, Inc 3700 W. Sam Houston Pkwy S. Ste 525 Houston, TX 77042 Tel: 866.CALL.DPI (225.5374)

www.dataprojections.com

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
AUDIO SYSTEM					
P300-IMX	SHURE - AUDIO CONFERENCING PROCESSOR	1.00	\$2,590.00	\$1,618.75	\$1,618.75
MXA920W-S	SHURE - CEILING MICROPHONE ARRAY, SQUARE, WHITE, 24"	4.00	\$4,732.00	\$3,938.75	\$15,755.00
MXW2/SM58=-Z10	SHURE - HANDHELD TRANSMITTER WITH SM58 MICROPHONE (INCLUDES ONE SB902 BATTERY)	1.00	\$854.00	\$533.75	\$533.75
MXW1/O=-Z10	SHURE - BODYPACK TRANSMITTER WITH INTEGRATED OMNIDIRECTIONAL MICROPHONE AND 4-PIN MINI CONNECTOR (TA4M) (INC	1.00	\$874.00	\$546.25	\$546.25
MX185	SHURE - CARDIOID CONDENSER LAVALIER MICROPHONE WITH 4 (1.2M) ATTACHED CABLE, BELT-CLIP PREAMP WITH XLR, ROTA	1.00	\$344.00	\$215.00	\$215.00
PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
CONTROL SYSTEM					
CP4N	CRESTRON - 4-SERIES CONTROL SYSTEM	1.00	\$3,080.00	\$1,848.07	\$1,848.07
PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
CONFERENCING SYSTEM	Λ				
COM520PR3	AVER - CAM520 PRO3 CONFERENCE CAMERA	1.00	\$1,199.99	\$1,317.06	\$1,317.06
COMPRO232	AVER - RS232 ADATPER FOR PRO SERIES	1.00	\$17.00	\$15.64	\$15.64
4K2USB3	INOGENI - INOGENI 4K ULTRA HD TO USB 3.0 CONVERTER	1.00	\$475.00	\$457.62	\$457.62
GSM4210PX-100NAS	NETGEAR - NETGEAR AV LINE M4250-8G2XF-POE+ FULLY MANAGED DESKTOP SWITCH -10 PORTS	1.00	\$1,403.93	\$1,014.12	\$1,014.12
PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS HARD\	WARE				
RPAUW	CHIEF - UNIVERSAL RPA WHITE	1.00	\$269.00	\$191.66	\$191.66
CMA395-G	CHIEF - ANGLED CEILING PLATE	4.00	\$100.00	\$71.25	\$285.00
CMS1012	CHIEF - ADJ. PIPE 120" TO 144"	4.00	\$306.00	\$218.02	\$872.08
PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
OTHER ITEMS					
11357684	UNITED RENTAL - SCISSOR LIFT 24-26' ELECTRIC 30-36" WIDE	1.00	\$0.00	\$1,200.00	\$1,200.00
			MEETING ROC	M SUBTOTAL:	\$42,628.75
MEETING ROOM					
Installation Services Det	ails				TOTAL PRICE
INSTALLATION LABOR					\$8,000.00
PROGRAMMING LABOR					\$3,200.00
COMMISSIONING LABO	R				\$3,000.00
			MEETING ROC	M SUBTOTAL:	\$14,200.00
TECH ROOM					
PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
VIDEO SYSTEM					
QM98C	SAMSUNG - 98" DISPLAY	1.00	\$7,550.00	\$4,855.29	\$4,855.29
R9861622USB2	BARCO - CLICKSHARE CX-50 GEN2 - US VERSION WITH 2 BUTTONS	1.00	\$4,085.99	\$2,898.75	\$2,898.75
PC-G1791-E-P-B	LIBERTY - PANELCRAFTERS SINGLE GANG FACEPLATE WITH HDMI	1.00	\$47.26	\$28.82	\$28.82

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QTY

1.00

QTY

4.00

MSRP

MSRP

\$166.00

\$3,080.00

UNIT PRICE

\$1,848.07

UNIT PRICE

\$99.60

TOTAL PRICE

\$1,848.07

\$398.40

TOTAL PRICE



AMP-X75	CRESTRON - X-SERIES AMPLIFIER, 75 W	1.00	\$578.00	\$346.81	\$346.81
MXA920W-S+P300-V	SHURE - MXA920W-S CEILING ARRAY MICROPHONE AND INTELLIMIX P300 AUDIO CONFERENCING PROCESSOR BUNDLE	1.00	\$7,322.00	\$5,432.50	\$5,432.50
PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
CONFERENCING SYSTEM					
COM520PR3	AVER - CAM520 PRO3 CONFERENCE CAMERA	1.00	\$1,199.99	\$1,316.90	\$1,316.90
COMPRO232	AVER - RS232 ADATPER FOR PRO SERIES	1.00	\$17.00	\$15.64	\$15.64
4K2USB3	INOGENI - INOGENI 4K ULTRA HD TO USB 3.0 CONVERTER	1.00	\$475.00	\$457.62	\$457.62
GSM4210PX-100NAS	NETGEAR - NETGEAR AV LINE M4250-8G2XF-POE+ FULLY MANAGED DESKTOP SWITCH -10 PORTS	1.00	\$1,403.93	\$1,014.12	\$1,014.12
PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS HARDV	VARE				
AS3LDP7	CHIEF - TEMPO FLAT PANEL WALL MOUNT SYSTEM, PDU BUNDLE	1.00	\$1,099.00	\$783.04	\$783.04
			TECH ROC	M SUBTOTAL:	\$19,395.96
TECH ROOM					
Installation Services Deta	iils				TOTAL PRICE
INSTALLATION LABOR					\$4,800.00
PROGRAMMING LABOR					\$1,600.00
COMMISSIONING LABOR	₹				\$2,400.00
			TECH ROC	M SUBTOTAL:	\$8,800.00
OTHER ITEMS					
PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
OTHER ITEMS					
MISCELLANEOUS	- MISCELLANEOUS MATERIALS	1.00	\$0.00	\$4,754.47	\$4,754.47
MATERIALS					
			OTHER ITEM	MS SUBTOTAL:	\$4,754.47
OTHER ITEMS					
Installation Services Deta					TOTAL PRICE
PROJECT MANAGEMENT					\$4,800.00
DESIGN/ENGINEERING					\$6,450.00
			OTHER ITEM	MS SUBTOTAL:	\$11,250.00
SERVICE & MAINTENA	NCE AGREEMENT				
SERVICE & MAINTENA Service Agreement Detail					TOTAL PRICI
	ls				
Service Agreement Detai	ls	SER	VICE AGREEME	NT SUBTOTAL:	TOTAL PRICE \$7,924.11 \$7,924.11
Service Agreement Detai	ls	SER	VICE AGREEMEI	NT SUBTOTAL:	\$7,924.11
Service Agreement Detail GOLD MAINTENANCE AG	ls	SER	VICE AGREEMEI MSRP	NT SUBTOTAL: UNIT PRICE	\$7,924.11

INCREASES. TO BE USED ONLY IF INCURRED.

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OPTIONAL ITEMS SUBTOTAL

\$16,566.69



Public Library AV Upgrade

Prepared by: **Data Projections, Inc.**16120 College Oak
San Antonio, TX 78249-4044

Roxanne Coiner (210) 464 2877

rcoiner@dataprojections.com

Job Location:

Public Library 313 W. Nolte St Seguin, TX 78155 Justin Ramirez

Jramirez@Seguintexas.Gov

Quote Information:

Quote Number: 21433 Version.1 Contract No: DIR CPO-5087 Date: 05/21/2024 Expiry Date: 04/30/2025

P.O. No:

Quote Summary

·	
DESCRIPTION	AMOUNT
EQUIPMENT & MATERIALS	\$83,995.60
PROFESSIONAL INSTALLATION SERVICES	\$42,750.00
SERVICE & MAINTENANCE AGREEMENT	\$7,924.11
Subtotal:	\$134,669.71
Shipping:	\$4,556.37
Estimated Tax:	\$0.00
Total:	\$139,226.08
Optional Items:	\$16,566.69

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

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.		City Of Seguin
SIGNATUR	E:	SIGNATURE:
NAME:	Roxanne Coiner	NAME:
TITLE:	Account Executive	TITLE:
DATE:	03/26/2025	DATE:

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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):

Quote No. 21433



- 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

Quote No. 21433



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.

*Data Projections reserves the right to pass through to the customer any additional costs incurred from tariffs, duties, or similar fees imposed by government action. Such costs may be invoiced to the customer at any time, including after an order has been placed or equipment has shipped. All charges will be clearly communicated and will reflect only the actual increase in cost incurred.

Quote No. 21433



PLANNING &

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

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

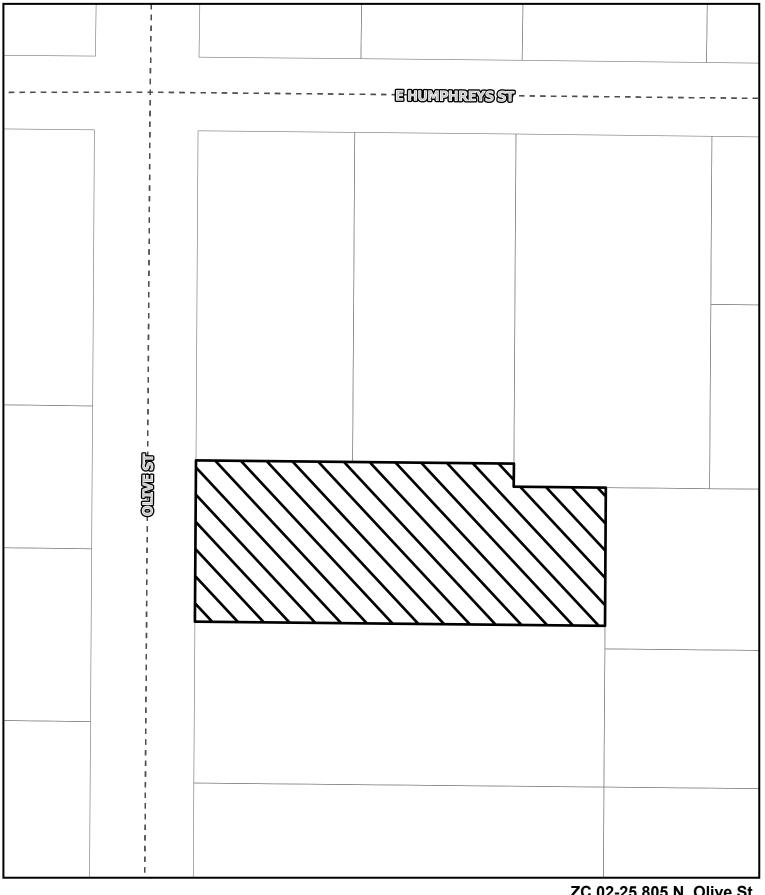
WHEREAS, the City Council has considered the report of the Planning and Zoning Commission and the evidence and testimony of the property owners and surrounding property owners;

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

- 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 t	his 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

20

40

80 Feet

Printed : 2/19/202 **81**



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.

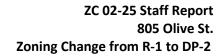
After consideration of the staff report and all information given regarding Zoning Change (ZC 02-25), Commissioner Pedigo moved that the Planning and Zoning Commission recommend approval of the zoning change from Single Family Residential (R-1) to Duplex High Density (DP-2) for the property located at 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

Page 2 of 2





PLANNING & CODES

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).

<u>HEALTH, SAFETY, AND GENERAL WELFARE:</u> (Protection & preservation of historical, cultural, and environmental areas.) No health, safety and general welfare issues have been identified.

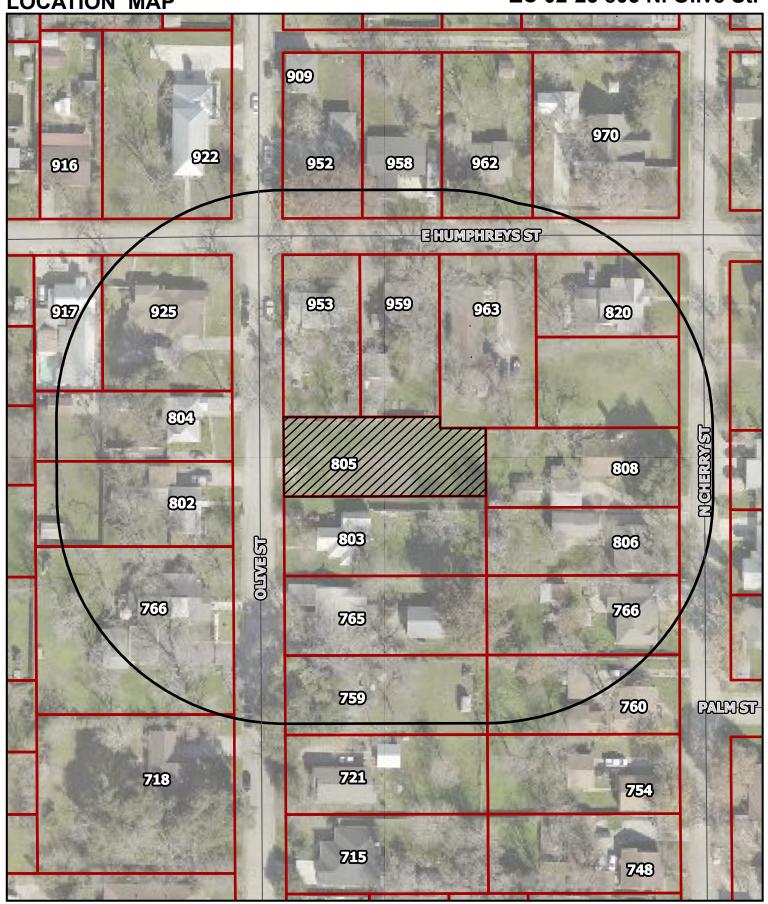
COMPREHENSIVE PLAN (The Future Land Use Plan):

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.



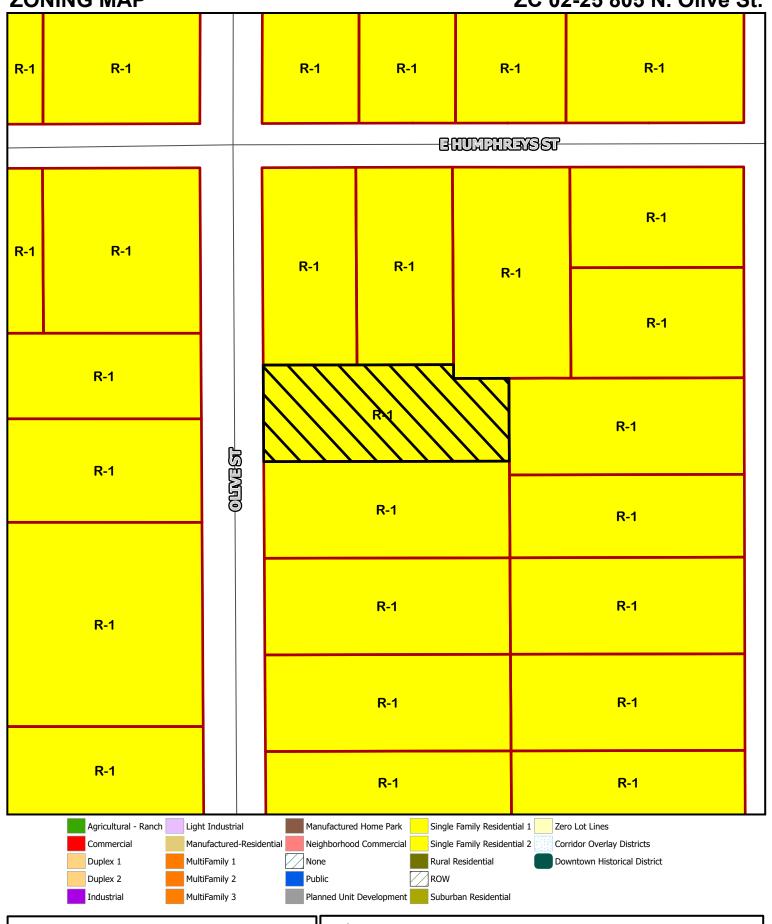


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1 inch = 85 feet

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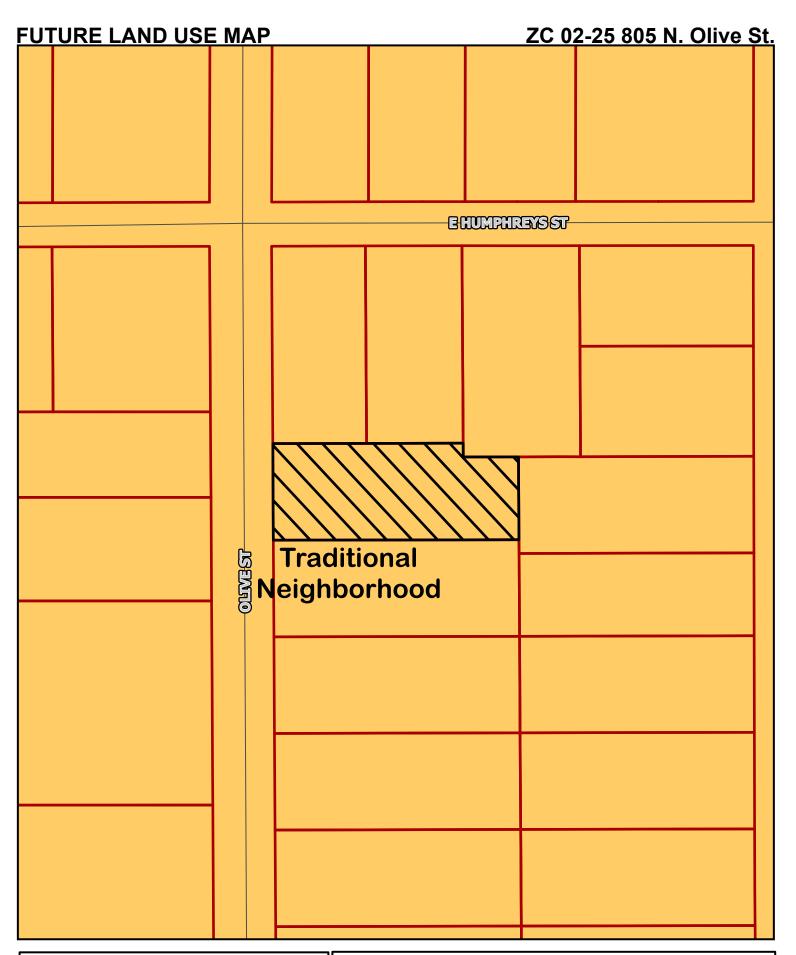
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Site Location
Parcel

1 inch = 70 feet

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1 inch = 70 feet

Printed: 2/19/2025

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

	EC	EIVE	l D
In	3-	11.25	ש

Name: Douglas Bode	
Mailing Address:	1
Phone No.:	
Physical Address of property (if different from the mailing):	
If "In Favor" or "Opposed" please explain why in space allotted by	oelow:
In FavorOpposed	
Reasons and/or comments As I have 3 proper directly nex to this one it will a My renders more than most	ties affect

Planning and Codes Department City of Seguin P.O. Box 591 Seguin, TX 78156

RE:

Zoning Case ZC 02-25

805 Olive St Property ID 16480

Name:Henry DeAngelis Mailing Address: _	r and John Frederick Fitz St, Seguin TX. 78155	
Phone No.: Physical Address: _(same	as mailing address)	
In favor		

Opposed_X_

Reasons and Comments:

I oppose the proposed zoning change for the property at 805 Olive St, Property ID 16480, from current R-1 Single Family Residential to DP-2 Duplex High Density. The surrounding neighborhood is entirely R-1 Single Family in every direction. This zoning change will introduce the only DP-2 High Density property in the neighborhood.

This requested zoning change goes against several of the city's criteria for approving zoning changes:

- 1. The change is not compatible with existing and permitted use of surrounding properties. All surrounding properties are R-1 single family. A DP-2 high density property will introduce duplexes and fundamentally change the character of the neighborhood.
- 2. The change should not merely be intended to create an economic benefit for the property owner. The current R-1 Single Family zoning already permits residential use of this property. It is certain that either one or both duplex units will be rentals, and represent economic benefit to the property owner. Has the owner provided any other justification for this rezoning, other than providing them with rental income?
- 3. This change does not result in logical and orderly development. All surrounding properties are R-1 single family for many blocks in each direction. Inserting a new DP-2 high density in the middle of R-1 is not logical or orderly

One reason I built my home in this neighborhood in 2023 is because it is a single family neighborhood. The requested zoning change to include high density duplexes will reduce my property value. Also, if this change is approved, other R-1 single family properties will reasonably request and receive a similar zoning change to DP-2. This will further change the fundamental character of one of Seguin's oldest neighborhoods.

Sincerely,

Henry DeAngelis and John Fitz

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REPLY

Name: Robert + Patsy moon	<u> </u>
Mailing Address:	_
Phone No.: _	
Physical Address of property (if different from th	e mailing);
If "In Favor" or "Opposed" please explain why	in space allotted below:
In Favor	DECEIVED
Opposed	13.6.25 U
Reasons and/or comments we moved to seguing homes. We feel that the protect fit in also, this could on in Cherry open to the sould only we road and drained pufficient for multiple live	bluow saxalque bacaga

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

Name: Merian Brooke Muller
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 X
Reasons and/or comments Opposed - Don't Want It to cleare my property value I believe this reighborhood should story as single homes, that is what makes this area special. This duplex would be seen from my livingroom window and I don't want to lock at that.

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



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 X			
Reasons and/or comments Lower property Values. There are already 2 dupleyes next to our property - I in peed of repair. These dupleyes bring undesirable tenants - we've had			
drug dealers, boud 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

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

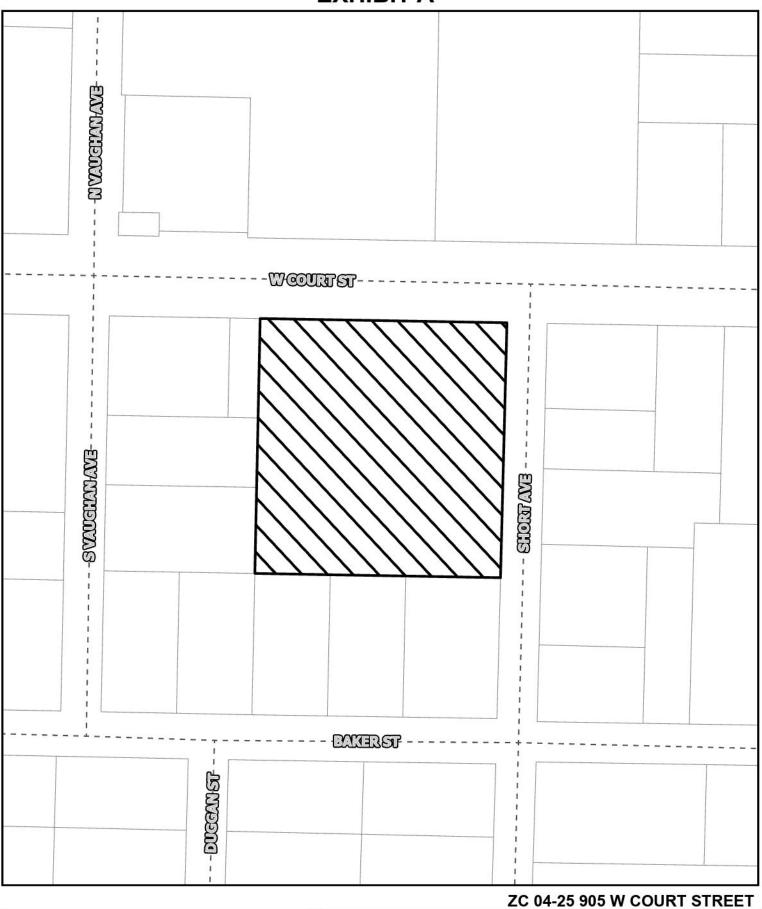
WHEREAS, the City Council has considered the report of the Planning and Zoning Commission and the evidence and testimony of the property owners and surrounding property owners;

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

- 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



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Site

0 50 100

200 Feet

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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),

Page 1 of 2

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

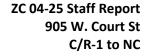
8-0

Francis Serna,

Planning Assistant

ATTEST: Kyle Warren,

Planner





PLANNING & CODES

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	С	Single family residence/ car dealership
S of Property	R-1	Single family residences
E of Property	С	Auto glass/muffler repair shop
W of Property	С	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), amain 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.

<u>HEALTH, SAFETY, AND GENERAL WELFARE:</u> (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** \mathbf{e} 920 WCOURTST 910 837 841 200 100 SYLVETTANAS STORTONS 203 2007 1221 m 1110 862 923 923 913 853 912 902 123 DIEST

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207

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Site Location

202

203

1 inch = 95 feet

200

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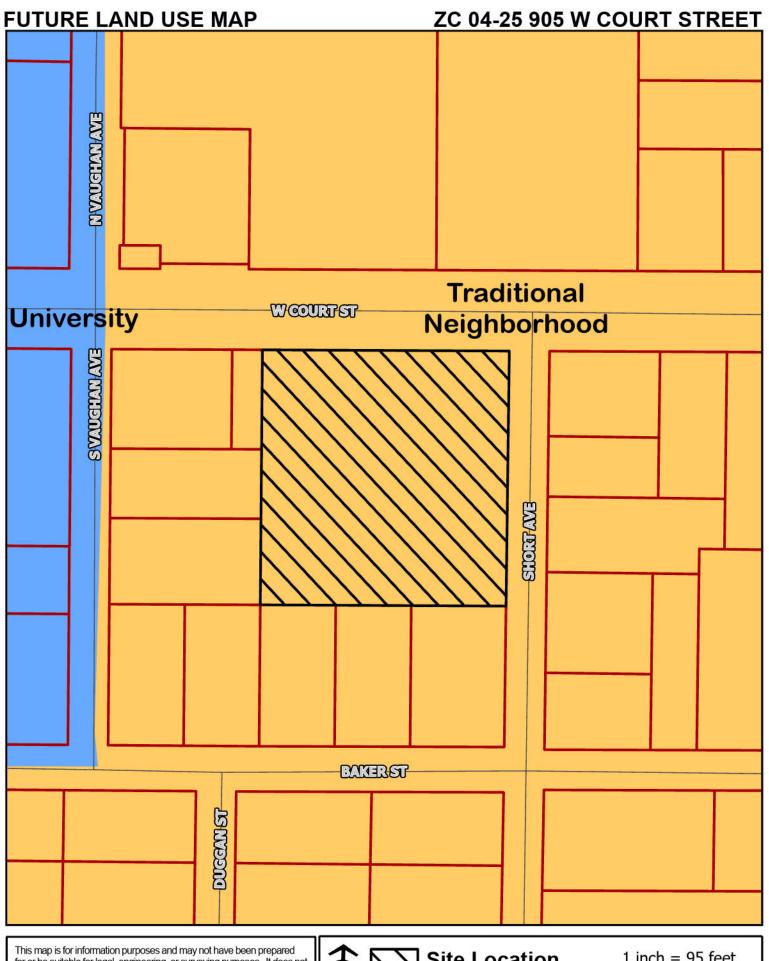
ZONING MAP ZC 04-25 905 W COURT STREET R-1 R-1 R-1 C C **R-1** DAYCOGITCHANG C C C C C C C C wœwifst C C C C C C C C SYLUGIENHAVE STOTHAND C **R-1** R-1 R-1 R-1 R-1 **R-1 R-1** R-1 **R-1** R-1 **R-1 R-1** DAKERST DUGGENIST R-1 R-1 **R-1** R-1 R-1 R-1 R-1 R-1 R-1 Agricultural - Ranch Light Industrial 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 Industrial MultiFamily 3 Planned Unit Development Suburban Residential

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1 inch = 95 feet

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Site Location Parcel

1 inch = 95 feet

Printed: 2/28/2025 1

PLANNING & CODES

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: Second reading of an ordinance adopting Chapter 6 of the Unified Development

Code (UDC) for sign regulations, replacing the existing Chapter 82 of the Code of

Ordinances.

Date: April 9, 2025

Background

On April 1, 2025, City Council approved the first reading of an ordinance adopting the proposed Chapter 6 of the Unified Development Code. During the Council meeting there were questions about the regulations for the following prohibited signs:

- signs on vehicles, trailers, tractor trailers, storage containers, and nonpermanent structures
- digital signs in the Downtown Historic District (DHD)

Staff has amended the proposed regulations in multiple sections of Chapter 6 (6.5.4, 6.5.5, 6.5.6, 6.5.7, 6.5.8, and 6.8) to emphasize further that billboards, monument signs, digital signs, and pole signs are prohibited in the DHD. Staff has also amended Section 6.7 as follows to clarify that typical vehicular signs are not prohibited:

- *C.* "The following signs are specifically prohibited:
 - 1. Signs placed on or affixed to parked vehicles, trailers, or tractor trailers or to storage containers or nonpermanent structures in which the primary purpose of the vehicle, container, or structure is for advertising. This does not prohibit vehicular signs that are incidental to the vehicle's primary use as transportation and in which parking is short term.

Action Requested

Staff is requesting approval of the second reading of the new sign regulations, repealing the existing Chapter 82 of the Code of Ordinances and adopting the new Chapter 6 of the UDC, with the amendments noted above.

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
- Updated 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	gn contractor registration:						
	(1)	Anr	Annual sign contractor registration fee 100					
(b)	Sign	and	d billboard permits and inspections:					
	(1) <u>(2)</u>	Based on total valuation: Sign permits (based on total valuation of sign): The following fees for sign permits shall be doubled when work is commenced before permits shall be doubled.						
		a. Up to \$2,000.00		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.	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.	\$10	\$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.	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) <u>(3)</u>	Reinspection fee	100.00		
	(3) <u>(4)</u>	Inspections on Saturdays, Sundays, holidays, and after hours, per hour	150.00		
	(4) <u>(5)</u>	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	Property within City of
Seguin City Limits	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
	BILLBOARDS (Off-Premises Signs)	С/Ц/І	Arterial/Major Arterial: min 75 sq ft/ max 200' sq ft Freeway: min 300' sq ft/ max 480' sq ft	<u>Arteria/Major</u> <u>Arterial</u> : 30 feet <u>Freeway</u> : 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.
PERMANENT	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 Sign Structure:	1 per building	Channel letters only.
	SUBDIVISION ENTRY SIGNS	All	80 sq feet	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.
- 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, wall signs, and signs within the Downtown Historic District.

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. Monument signs are prohibited in the Downtown Historic District.

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. Monument signs are prohibited in the Downtown Historic District.

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 multitenant 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

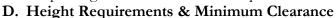
A. Definition (per Section 6.2)- A freestanding sign that is supported by one or more free-standing poles in or upon the ground and that advertises a single tenant located on the same property in which the sign is located.

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. Pole signs are prohibited in the Downtown Historic District.

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.



- 1. Signs located along the frontage of SH 130 of 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. Pole signs are prohibited in the Downtown Historic District.

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 multitenant 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, singleor 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.

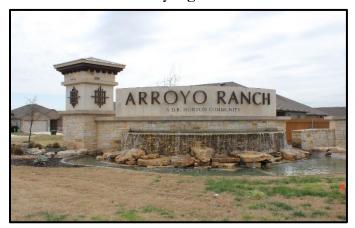
F. Number of Signs

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.

	e fight-of-way.	ZONING				
		DISTRICTS	MAXIMUM	NUMBER OF		
	TYPE OF SIGN	PERMITTED	AREA	SIGNS	TIME LIMIT	OTHER
,	ATHLETIC					Requires building
	SCOREBOARDS	NC/C/P/LI/I	N/A	N/A	N/A	permit.
	GOOREBOARDS	NOT OTT TEIT	14/74	IN/A	INIA	Maximum height of 5';
						see requirements for
	DIRECTIONAL	MF1, 2, 3		1 per street		internal directional
	SIGNS	NC/C/P/LI/I	20 sq feet	entrance	N/A	signage.
PERMANENT						Residential: Max. Height
$\overline{\mathcal{D}}$						of 30';
≥	OFFICIAL FLAGS					Non-Residential: Max.
	(STATE, NATIONAL)	All	N/A	N/A	N/A	Height of 60'
m				C zoning- 1 per		
Z				100 feet of street		
_	DECORATIVE			frontage;		
	FLAGS	All	15 sq feet	others- 1 per lot	N/A	Maximum height of 25'.
	MEMORIAL		·			Ü
	PLAQUES	All	N/A	N/A	N/A	
		MF-1, 2, 3		See max. area		
	WALL MURALS	NC/C/P/LI/I	20% of wall	requirements.	N/A	
		MF-1, 2, 3	20% of wall	1 per tenant /	60 days per	Must be attached to
	BANNERS	NC/C/P/LI/I	/ fence	business	calendar year	building / fence.
		ME 4 0 0		1 per 100 feet	Remove after	Maximum height of 10'.
	FEATHER FLAGS	MF-1, 2, 3 NC / C / P / LI / I	N/A	of street frontage	30 consecutive days	Setback: 2' from public right-of-way.
	TEATHERTEAGS	NO/O/I/LI/I	IVA	1 per 100 feet	Remove after	Staked into the ground
				of street	30 consecutive	or placed within small
	GROUND SIGNS	All	6 sq feet	frontage	days	containers
				Ŭ	,	Maximum height of 25'.
皿					Remove after	Must be anchored to
-				1 per tenant /	7 consecutive	building, structure, or
TEMPORARY	INFLATABLES	NC/C/P/LI/I	N/A	business	days	the ground
Ď	OFFICIAL /				Remove once	
\vdash	GOVERNMENT	AII	NIZA	NI/A	project / event	
\approx	SIGNS POLITICAL /	All	N/A	N/A	is completed Remove after	Not allowed in public
	CAMPAIGN SIGNS	All	N/A	N/A	election	right-of-way
	5	7100	1071	1477	0.000.011	Maximum height of 4'.
						Freestanding, including
					30 days per	a-frame and sandwich
	PORTABLE SIGNS	NC/C/P/LI/I	8 sq feet	1 per lot	calendar year	boards
	REAL ESTATE &					
	CONTRACTOR				Remove after	
	SIGNS	All	32 sq feet	1 per lot	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 parked vehicles, trailers, or tractor trailers or to storage containers or nonpermanent structures in which the primary purpose of the vehicle, container, or structure is for advertising. This does not prohibit vehicular signs that are incidental to the vehicle's primary use as transportation and in which parking is short term.
 - 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, monument signs, digital signs, 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
	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
PEF	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
PERMANENT	ROOF SIGNS	20% of building facade	8 feet	1 per building	N/A	Channel letters only
Z	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'
	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
	I TPE OF SIGN	AREA	пеівпі	310113	IIIME LIMIII	OTHER
	BANNERS	30 sq ft	N/A	1 per tenant /	Remove after 30 consecutive days	Must be removed within 10 days of expiration of the special event, promotion or holiday
	DANNENS	30 3q It		Dusiness	uays	Minimum clearance of 4'
	INFLATABLES	N/A	25 feet	1 per tenant / business	Remove after business hours	must be maintained on the sidewalk for pedestrian access
TEMP	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
TEMPORARY	PORTABLE SIGNS	9 cg ft	N/A	1 per tenant /	Remove after business hours	Minimum clearance of 4' must be maintained on the sidewalk for pedestrian access. Freestanding, including a-frame & sandwich boards.
	PURTABLE SIGNS	8 sq ft	N/A	business	Remove after	sandwich boards.
	REAL ESTATE SIGNS	16 sq ft	N/A	N/A	30 consecutive days	May exceed the 30 day limit if maintained in good repair
	MEAL ESTATE SIGNS	10 34 11	IN/A	IVA	Remove after	Must be removed within 10
	WINDOW				30 consecutive	days of expiration of the special event, promotion or
	PAINTINGS	N/A	N/A	N/A	days	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

<u>6.9.1 Continued use of Nonconforming Signs</u>

- **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 is 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 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 Sorna Posording Secretary

ATTEST: Pamela Centeno, Director of Planning & Codes

CAPITAL PROJECTS/ENGINEERING



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: An Ordinance of the City Council of Seguin, Texas amending the Seguin Code of

Ordinances Chapter 98, Section 98-107, No Parking Zones, to restrict parking on Tampico Street, Lawson Street, and C.H. Matthies Jr. Drive; authorizing City Staff to prepare this Ordinance as a supplement to the City Code of Ordinances; and declaring

an effective date.

Date: April 15, 2025

Historical Background – Tampico Street

The Tampico Street right-of-way width appears to be 20' with a pavement width of 19'. Lot sizes in this area restrict vehicular turning maneuvers. Additionally, per Seguin's Roadway Adequacy and Access Technical Guidance, the minimum residential driveway width is 12'. Therefore, residents typically back-out into the right-of-way without adequate space to avoid parked vehicles. Collisions can occur with a constrained right-of-way width.

City Staff received a request from a resident to designate Tampico Street as a No Parking Zone. Notices were mailed to properties within 300 feet of Tampico Street to notify residents of the proposed No Parking Zone revision.

Historical Background – Lawson Street and C.H. Matthies Jr. Drive

In August 2024, the construction contract for the Lawson Street Reconstruction Project was awarded. The project utilizes a grant from the Texas Department of Agriculture's Rural Business Fund in collaboration with the Seguin Economic Development Corporation. Based on the operations of businesses and to protect the City's improvements underway on Lawson Street and C.H. Matthies Jr. Drive, a request has been made to designate portions of these roadways as a No Parking Zone.

Action Requested

The goal of this Ordinance is to designate Tampico Street, portions of Lawson Street, and portions of C.H. Matthies Jr. Drive as a No Parking Zone.

Procurement Methodology & Funding Source

There is no funding impact to this Ordinance.

Staff Recommendation

Staff recommend approval of restrictions to parking as proposed.

CAPITAL PROJECTS/ENGINEERING



ATTACHMENTS

1. 2025-04-15 No Parking Ordinance

It's real.





CITY OF SEGUIN ORDINANCE NO:

STATE OF TEXAS

AN ORDINANCE OF THE CITY COUNCIL OF SEGUIN, TEXAS AMENDING THE SEGUIN CODE OF ORDINANCES CHAPTER 98, SECTION 98-107, NO PARKING ZONES, TO RESTRICT PARKING ON TAMPICO STREET, LAWSON STREET, AND C.H. MATTHIES JR. DRIVE; AUTHORIZING CITY STAFF TO PREPARE THIS ORDINANCE AS A SUPPLEMENT TO THE CITY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City has received a request for the creation of no parking zones within the city limits of Seguin to address safety issues related to vehicles parked along specific roadways.

BE IT ORDAINED BY THE CITY COUNCIL OF SEGUIN, TEXAS

PART ONE. The Seguin Code of Ordinances, Chapter 98, Traffic and Vehicles, Article V, Stopping, Standing and Parking, Section 98-107(a) is amended to read as follows (<u>underlining</u> indicates added text, strikethrough indicates deleted text):

- (a) The following areas are designated no parking zones:
 - (10) On Tampico Street.
 - (11) On the west side of Lawson Street.
 - (12) On the east side of Lawson Street, starting at the intersection of W. Kingsbury Street north for 230 linear feet and starting at the intersection of C.H. Matthies Jr. Drive south for 150 linear feet.
 - (12) On C.H. Matthies Jr. Drive from Fleming Drive to Lawson Street.

PART TWO. All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

PART THREE. City staff is authorized to prepare this Ordinance for submission as a supplement to the Seguin Code of Ordinances.

PART FOUR. This ordinance shall be published in a newspaper of general circulation.

PART FIVE. 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 UPON FIRST READING on April 15, 2025.

PASSED UPON SECOND READING on May 6, 2025.

Donna Dodgen, Mayor

ATTEST:	
Kristin Mueller, City Secretary	

CAPITAL PROJECTS/ENGINEERING



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: 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 \$141,018.00 with Halff Associates, Inc. for the Walnut Springs Pedestrian Bridge Preliminary Engineering Report;

and declaring an effective date.

Date: April 15, 2025

Historical Background

The Walnut Springs Trail follows the course of Walnut Branch for 4.4 miles from the Pecan Bottom trail located near the Guadalupe River in Max Starcke Park East, past the Seguin Public Library, and ending at FM 78 and the UPRR right-of-way. The 2020 Parks, Recreation, Open Space and Trails Master Plan identified potential alignments to proposed master trail routes north of FM 78 and the UPRR right-of-way by way of the Walnut Springs Trail. Currently, the FM 78 and UPRR ROW provides a man-made barrier which discourages connectivity to existing and proposed facilities. Given the proximity of the Walnut Branch Creek floodplain, intensive traffic along FM 78, and railroad safety concerns, innovative ideas for crossings require a preliminary engineering report.

Five (5) statements of qualifications for Professional Services for the Walnut Springs Pedestrian Bridge Preliminary Engineering Report were received on February 25, 2025. Based on scoring criteria provided in the request for qualifications, award of this project to Halff Associates, Inc. is proposed based on the recommendation by the review panel following the rating process.



Figure 1: Project Location

CAPITAL PROJECTS/ENGINEERING



It's real.

Action Requested

The goal of this Professional Services Agreement is to provide a preliminary engineering report for the Walnut Springs Pedestrian Bridge. The engineering firm selected will provide professional services relating to the evaluation and innovative alternatives for bridge design and alignment for a new pedestrian and bicycle bridge crossing FM 78 and the Union Pacific Railroad linking the existing Walnut Springs Trail to residents on the north side of IH-10.

Procurement Methodology & Funding Source

Funding for professional services has been identified from the FY25 Capital Improvement general fund. The associated Request for Qualifications issued for this project is AF-2025-36.

Staff Recommendation

Staff recommends the professional services agreement be executed with Half Associates, Inc. in the amount of \$141,018.00.

ATTACHMENTS

- 1. 2025.04.15 Resolution Ped Bridge PER PSA
- 2. Professional Services Agreement

STATE OF TEXAS

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 \$141,018.00 WITH HALFF ASSOCIATES, INC FOR THE WALNUT SPRINGS PEDESTRIAN BRIDGE PRELIMINARY ENGINEERING REPORT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City wishes to maintain a continuous, comprehensive, and coordinated transportation network to ensure that the transportation network of this community promotes access for all modes in the safest feasible manner; and

WHEREAS, the Walnut Springs Trail Pedestrian Bridge preliminary engineering report will incorporate multimodal forms of transportation by incorporating pedestrian and bicycle paths across man-made barriers; and

WHEREAS, the City's 5-year General Fund Capital Improvement Plan identifies the preliminary engineering report for the Walnut Springs Trail Pedestrian Bridge; and

WHEREAS, the services to be performed by Halff Associates, Inc. for the Project include professional services relating to the evaluation and innovative alternatives for bridge design and alignment for a new pedestrian and bicycle bridge crossing FM 78 and the Union Pacific Railroad; and

WHEREAS, City staff have negotiated a professional services agreement with Halff Associates, Inc. for the Project; and

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

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 \$141,018.00 with Halff Associates, Inc. for the Walnut Springs Pedestrian Bridge Preliminary Engineering Report.

Section 2. The City Manager, Steve Parker, is authorized to execute an agreement with Halff Associates, Inc. for the Walnut Springs Pedestrian Bridge Preliminary Engineering Report.

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 15th Day of April, 2025.

	Donna Dodgen, Mayor	
Kristin Mueller, City Secretary		

CONTRACT FOR ENGINEERING SERVICES

FIRM: Halff Associates, Inc. ("Engineer")

ADDRESS: 100 NE Loop 410, STE 701 San Antonio, Texas 78216 PROJECT: Walnut Springs Pedestrian Route PER ("Project")

THE STATE OF TEXAS \$

COUNTY OF GUADALUPE \$

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between the City of Seguin, a Texas home rule municipality, whose offices are located at 205 North River Street, Seguin, Texas, 78155 (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement professional engineering services by local governmental entities; and

WHEREAS, City and Engineer desire to contract for such professional engineering services; and

WHEREAS, City and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

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.** 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
 - I. City of Seguin
 - a. Design Standards
 - b. Stormwater Criteria Manual
 - c. Road Adequacy and Access Technical Guidance

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. 1", 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 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 **One Hundred Forty One thousand eighteen Dollars and zero Cents (\$ 141,018.00**) (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) 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 a 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, following written notice to Engineer, 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 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 and Project Manager for purposes of this Contract are as follows:

Melissa Reynolds, P.E., MPA, CFM City Engineer/ Director of Capital Projects | Engineering City of Seguin 108 East Mountain Street Seguin, Texas 78155 mreynolds@seguintexas.gov

Michael Sharp, CFM Project Manager Capital Projects | Engineering Department 108 East Mountain Street Seguin, Texas 78155 msharp@seguintexas.gov

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's Designated Representative for purposes of this Contract is as follows:

Troy Dorman, PhD, P.E., CFM Halff Associates, Inc. 100 NE Loop 410, Suite 701 San Antonio, Texas 78216 tdorman@halff.com

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/it has 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), 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.

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 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 <u>VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT</u>

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 applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the administrative/executive orders 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 LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REIMBURSEMENT OF REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARISE 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 LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. 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 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 Arating, 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 F** 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: Troy Dorman, PhD, P.E.,

Halff Associates, Inc.

100 NE Loop 410, Suite 701 San Antonio, Texas 78216

tdorman@halff.com

With a copy to: Halff Associates, Inc.

Attn: Legal Department 1201 N. Bowser Rd. Richardson, TX 75081 legalhelp@halff.com

ARTICLE 32 GENERAL PROVISIONS

- A. Time of Performance. Subject to Article 3 and 32(D.) hereof, Engineer understands and agrees 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 72 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 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 (E) 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

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:Stever Parker, City Mana	nger	
Date:	_, 20	
		Kimberly Allison Deputy City Secretary
ENGINEER		
Halff Associates, Inc. By		
Printed Name:Troy Dorman	1	
Title:Vice President		
Date: April 07		

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	8
	§
COUNTY OF GUADALUPE	8

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.

Halff
Name of Firm
Troy Dono
Signature of Certifying Official
Troy Dorman
Printed Name of Certifying Official
Vice President
Title of Certifying Official
April 08, 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 the	undersigned authority by Troy Dorman of Halff, on behalf of
said firm.	W 5-1 10
	Danny Moore
TAMMY MOORE	Notary Public in and for the
Notary Public, State of Texas	State of Texas
Comm. Expires 09-17-2028	My commission expires: 09/17/2028
Notary ID 411174	My commission expires: 04/1/1/2024

EXHIBIT B

ENGINEERING SERVICES



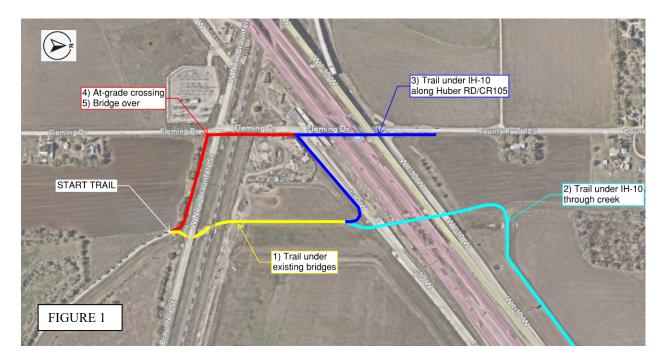
April 7, 2025

Melissa Reynolds, P.E. Director of Engineering and Capital Projects City of Seguin Capital Projects/Engineering 108 E Mountain Street Seguin, TX 78155

RE: Walnut Springs Pedestrian Route PER

Mrs. Reynolds,

As requested, Halff is pleased to submit this scope and fee proposal to prepare a schematic level design in the form of a Preliminary Engineering Report (PER) to connect the Walnut Springs Pedestrian hike and bike trail to the north side of IH-10 as shown on Figure 1. The following describes the scope of services.



Scope of Services

Task 1: Project Management and Data Collection

Halff project management activities shall include task leadership and direction, telephone and written communication, project status reports, project progress meetings, project invoicing, and personnel and data management among other general project management activities. Specific meetings beyond staff management coordination and regular communication include the following:

a. Project Coordination and Correspondence



- i. Tasks include resource allocation, schedule tracking, budget tracking, communication, quality control and team coordination.
- ii. Monthly project status reports shall be provided to the City with the monthly invoice. Progress shall include notes regarding work completed in the preceding billing cycle, work expected to be completed in the next cycle, and any outstanding questions or issues for discussion. Meetings are anticipated to be virtual by Microsoft Teams, or other City required electronic means.

b. Project Meetings and Collaboration

- i. Attend one (1) project kickoff meeting with staff from the City. The meeting will be coordinated by the City's PM with the Halff Project Manager and is intended to discuss key items such as project schedule, budget, and any specific directives. Halff will provide a preliminary schedule of tasks.
- ii. During Design Attend up to four (4) virtual progress meetings, over the course of the project schedule, to discuss specific tasks such as data collection and inventory, field verifications, and alternative analysis.
- iii. Meeting minutes shall be submitted to the City Project Manager within three (3) working days after each meeting.

c. Quality Assurance / Control

- i. Quality Assurance: Halff will implement a quality assurance program for the project that focuses on the completeness, quality, and timeliness of deliverables. All Halff's sub-consultants will adhere to the QA program.
- ii. Quality Control: Technical data and analysis will be reviewed for accuracy, with appropriate comments and responses documented and submitted to the City at each relevant milestone.
- iii. Each task will be subjected to internal QC by one of Halff's Water Resources or Public Works Professional Engineers. Associated documentation will be provided with the final report. The QA/QC program will include a multi-level approach to ensure that senior members review, comment, and approve the completed work.
- iv. Each checklist shall include milestone review events that describe the items to be reviewed and include documentation of the comments by the reviewer and responses from the Project Manager. All project materials presented to the City as draft or final products will be accompanied by QA/QC certification.

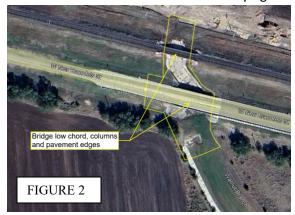
Task 2: Site Assessment / Data Collection

The Halff team will develop a schematic level design in the form of a Preliminary Engineering Report, and supporting documents, to a level of detail sufficient for producing an opinion of probable construction cost for use in the AAMPO 2025 STP call for projects grant submittal. TxDOT design standards and criteria will be used where applicable.

a. Collect and review previous studies and design plans (City / TxDOT / UPRR)



- i. Previous studies (Thoroughfare Plan, corridor studies, drainage)
- ii. Ongoing design project data (Water treatment facility; Walnut Branch Sanitary Sewer Phase III project)
- iii. Record drawings (Trail, Roadway, drainage, water, sanitary sewer, gas, power, etc.)
- iv. Traffic data, crash data, roadway/sidewalk inventory
- v. Land use maps and overlay studies
- vi. Survey
- **b. Survey.** See Exhibit urvey services will include the following:
- i. Establish project control for the site in NAD 83, TXSC surface coordinates and NAVD 88 vertical datum.
- ii. Perform topographic survey of site as shown on Figure 2 below, in general conformance to a Category 6 Condition 1 standard as referenced in the Manual of Practice for Land Surveying in
 - the State of Texas, latest edition. Topo elements within the existing ROW shall include surface features such as pavement edges, concrete curb, driveways, sidewalks & ramps, handrails, fences, street signs, trees, ground boxes, fire hydrants, manholes, valves, meters, utility risers, utility poles, mailboxes, etc. Survey of underground utilities is not included in this scope, only visible utilities will be collected by survey.



- Survey outside of Figure 2 will be supplemented with survey from TxDOT IH10 plans dated May 2023 and 2018 LiDAR terrain by TNRIS.
- iv. Deliverables include the survey base file (dgn) and excel points file.

c. Opportunities and Constraints Summary

i. Halff will summarize all opportunities and constraints identified from the data collection in a short memo and identify up to 5 alternatives to analyze.

Task 3: Develop Trail Alternatives to cross New Braunfels/UPRR and IH-10

a. Preliminary alignments for up to 5 alternatives. These alternatives will generally follow Figure 1 on page one of this proposal with descriptions below. Three (3) alternatives cross the New Braunfels/UPRR corridor and two (2) cross the Interstate. Each alignment will be modified to best fit existing terrain, avoid conflicts and minimize cost. Exhibits will be provided with each alignment with utilities, contours, right-of-way lines / easements and aerial imagery. Trails will be 12' wide with a 2' buffer on either side and include a short memo summarizing pros and cons,



traffic impacts, drainage issues, permitting requirements, access, lighting, maintenance considerations and a high-level cost estimate.

- 1. Trail under existing bridges (preferred): Determine the feasibility of the trail to be routed under the existing W. New Braunfels Street bridge (currently 8-foot clearance) and existing UPRR bridge (currently 6.67-foot clearance) along the bottom of Walnut Branch, then follow along the upper bank of the creek towards IH-10 frontage road.
- 2.Trail under IH-10 through creek: Determine the feasibility of the trail to be routed under IH-10 along the creek bottom and continue along the North regional detention pond embankment.
- 3. Trail under IH-10 along Huber Road/CR 105: Determine the feasibility of the trail to be routed along IH-10 northbound frontage road and continue under IH-10 at Huber Road/CR 105.
- 4. Trail at grade crossings: Determine the feasibility of the trail to be routed west with an atgrade roadway and UPRR crossing along Fleming/Huber Road.
- 5. Trail bridge over roadway and railroad: Halff will coordinate with UPRR to recommend a bridge configuration to the proposed trail to span over New Braunfels St and UPRR.

MILESTONE 1: Trail Alternatives

Deliverable 1: Trail Alternatives Exhibit for each of the trail alignment alternatives discussed above, including

- 1. Plan view schematic map
- 2. Description of improvements
- 3. High level Benefit / Cost Analysis
- **b.** Coordination with UPRR and TxDOT. Halff will provide coordination efforts with the goal of obtaining UPRR and TxDOT feedback on the alternatives to cross the rail and interstate with agreement on a preferred option to advance. Effort specific to UPRR includes:
 - Prepare and submit Public Project Inquiry on the City's behalf to UPRR for outlining the
 project location, project description, and potential options for consideration as part of the
 UPRR Public Projects Process.
 - Attend a Diagnostic Meeting (onsite) with UPRR, the City, and other parties as necessary to review project constraints and requirements and discuss the options.
 - Submit conceptual exhibits to UPRR for review (up to two submittals).

Assumptions:

A reimbursement agreement with UPRR will be required to engage UPRR. This will be
executed between UPRR and the City. The City will be responsible for negotiations of the
agreement and any associated fees as a result of the Public Project Inquiry submittal.



- UPRR Public Projects process is defined in the UPRR Public Project Manual.
- Review cycles for UPRR are estimated between 4 and 6 weeks each submittal as defined by UPRR; however, review timelines are at the discretion of UPRR and can take longer. Reviews are not able to be expedited.
- Scope does not include coordination of flaggers and for right of entry/non-intrusive survey permit if access to the railroad ROW is needed.

Task 4: Preliminary Engineering Report (PER) Milestones and Deliverables

The Halff team will develop a schematic level design in the form of a Preliminary Engineering Report, and supporting documents, to a level of detail sufficient for producing an opinion of probable construction cost for use in grant applications. TxDOT design standards and criteria will be used where applicable.

a. 40% PER Submittal

- ii. Prepare draft Preliminary Engineering Report (40% complete) for the preferred trail route identified from Task 3, which illustrate general locations, sizes and relationships of Project elements and improvements, and materials. PER will include:
 - a. Schematic level design including horizontal alignment and vertical profile, pavement edges, barriers, retaining walls, and any other pertinent pedestrian trail features as required. Trail will be designed for 12 mph speed and follow TxDOT standards.
 - b. Preliminary proposed trail cross sections to be used for determination of right-of-way or easement requirements, location of potential retaining walls, and estimated earthwork quantities. The cross sections will utilize standard TxDOT items for curb, sidewalk, walls, barrier, etc. and be limited to locations that do not fit the typical cross section (limited to 10 locations along the full alignment).
 - c. Extent of drainage improvements.
 - d. Show locations of utilities and alignments of existing utilities in immediate project area.
 - e. Existing and proposed right-of-way lines
- iii. Prepare a preliminary estimate of probable construction cost for improvements based on 40% design schematic.
- iv. Review PER with City staff and incorporate comments into preparation of 100% PER for the Project.

MILESTONE 2: 40% PER Submittal

Deliverable 2:

- 1. Draft Report summarizing traffic impacts, drainage, permitting, ROW & access, lighting and maintenance requirements.
- 2. Preferred alignment with up to 10 typical cross sections at key locations
- 3. Opinion of Probable Construction Cost



b. 100% Final PER

- i. Prepare final Preliminary Engineering Report (100% complete) for project improvements, including Preliminary Design Schematic, Typical Cross Sections, Cost Estimate and Preliminary Engineering Report. Final deliverables will include:
 - a. Address city's comments from 40% PER submittal.
 - b. Final schematic level design including horizontal alignment and vertical profile, pavement edges, barriers, retaining walls, and any other pertinent pedestrian trail features as required.
 - c. Final trail cross sections to be used for determination of right-of-way or easement requirements, location of potential retaining walls, and estimated earthwork quantities. The cross sections will utilize standard TxDOT items for curb, sidewalk, walls, barrier, etc. and be limited to locations that do not fit the typical cross section (limited to 10 locations along the full alignment).
 - d. Extent of drainage improvements.
 - e. Show locations of utilities and alignments of existing utilities in immediate project area
 - f. Existing and proposed right-of-way lines
- ii. Prepare an estimate of probable construction cost for improvements based on 100% preliminary design schematic. The cost estimate includes the final engineer's detailed estimates of probable construction cost for the authorized construction project, including summaries of bid items and quantities using TxDOT's standard bid items and format.
- iii. One review and comment session of the draft PER with City staff. PER to be delivered after all City comments have been received and addressed.

MILESTONE 3: Final PER

Deliverable 3:

- 1. Final Report summarizing traffic impacts, drainage, permitting, ROW & access, lighting and maintenance requirements.
- 2. Utility information
- 3. Final preliminary design schematic with up to 10 typical cross sections
- 4. Opinion of Probable Construction Cost

Exclusions

Our proposal excludes the following services:

- Detailed design/construction plans (only schematic level) including but not limited to signals, traffic control, utilities, SUE, structural, survey and geotechnical analysis.
- Public Involvement
- Traffic Impact Analysis (T.I.A.)/Traffic Studies and to conduct any traffic counts for the project
- Conduct any operational / Level-of-service analyses of site driveways, street intersections or other roadways in the study area
- Preparation of O&M cost and/or a life cycle cost



- Evaluation of the development of recommendations for infrastructure not associated with the proposed project
- An environmental investigation will not be required for this project.
- Jurisdictional determination is not required for this project.

Fee and Schedule

Halff will perform the tasks described above in the Scope of Services for lump sum fee of **\$141,018.00**. This fee does not include the excluded services described above. Fee breakdown is included below and in the attached Project Work Plan spreadsheet.

Task 1: Project Management	\$ 14,438.00
Task 2: Site Assessment / Data Collection	\$ 27,880.00
Task 3: Develop Trail Alternatives	\$ 49,640.00
Task 4: PER Deliverable	\$ 49,060.00

TOTAL \$ 141,018.00

Halff estimates the entire project will be completed in approximately ten (10) months, pending typical City, TxDOT and UPRR review times, from the date of notice to proceed to perform these services.

Walnut Springs Pedestrian Route PER - Estimated Project Schedule

	Wallac Springs Federation Notice FEM Estimated Froject Schedule									
Task	2025								2026	
Task	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb
NTP										
Project Initiation										
Survey / Data Collection										
Trail Alternatives										
TxDOT / UPRR coordination										
City Review of Alternatives										
PER										
City Review of PER										
Final PER Submittal										

We appreciate this opportunity to work with you on this project. If you have any questions or need additional information, please feel free to contact me by phone at (210) 798-1895 or email at sedwards@halff.com.

Respectfully,

HALFF ASSOCIATES, INC.

Sam Edwards, PE, CFM Sr. Project Manager Troy Dorman, PhD, PE, CFM

Vice President





APPROVED:

It is understood and agreed that by signing this proposal you agree with the attached "General Terms and Conditions."

City of Se	eguin:	
Ву:		
	Print Name	Signature
Title:		
Date:		

Fee/Price Proposal Breakdown for Professional Services: This level of effort is for estimating purposes only. This is a lump sum fee structure so, effort will be billed on a percent complete basis.

Project Name:	Walnut Springs Pedestrian Route PER		
Name of Firm/Prime:	Halff		
Date Proposal Submitted:	4/3/25		
Project Manager:	Sam Edwards		

Position/Personnel Title	QA/QA Manager	Project Manager	Senior Engineer V	Engineer III (PE)	EIT	Admin / Accountin g	Survey Tech	Senior Survey Tech	RPLS	Senior RPLS PSM	2-Man Survey Crew		Expenses	Sub-total	Notes
Fully-Loaded Hourly Wage Rates * (as defined below)	\$280.00	\$220.00	\$255.00	\$155.00	\$130.00	\$121.00	\$110.00	\$145.00	\$190.00	\$245.00	\$200.00				
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours		Hours		Hours	Total Hours			
Task 1: Project Management	Hours	Hours	Hours	riours	Hours	Hours	Hours		Hours		Hours	Total Flours			
a. Project Coordination and Correspondence		8	12		24	8						52		\$8,908.00	
b. Project Meetings and Collaboration (5 meetings)		8	8		12	- -						28	\$ 170.00		Expense for travel
c. QAQC - distrubuted per task		Ŭ	Ĭ		12	1						0	Ψ 170.00	\$0.00	
o. Wildow distributed per task												0		\$0.00	
Sub-total Task 1:													\$170.00	\$14,438.00	i
Task 2: Site Assessment / Data Collection													4	, i i, i coi	
a. Review policies, previous studies, plans & criteria (City/TxDOT/UPRR)		8	8	8	16							40		\$7,120.00	1
b. Survey		i j	†	<u> </u>		1	16	24	2	2	36	80	\$ 170.00		Expense for travel
c. Opportunities & constraints summary		8	8	8						_	- 00	24	4 17 0.00	\$5,040.00	
QAQC	8											8		\$2,240.00	
Sub-total Task 2:												J	\$170.00	\$27,880.00	
Task 3: Develop Trail Alternatives													4 11 51 5 5	+	
a. Preliminary alignments (limited to 5)												0		\$0.00	
Plan view schematic maps		4	20		40							64		\$11,180.00	
Writeup of improvments (Traffic impacts, drainage, permitting, maintenance, etc)		4	12		24							40		\$7,060.00	
High Level Benefit/Cost Analysis		4	12		24							40		\$7,060.00	
b. Coordination with UPRR and TxDOT for review and comment		20	20		20							60	\$ 10,000.00	\$22,100.00	Expense for HDR su
QAQC	8											8	,	\$2,240.00	1 '
Sub-total Task 3:													\$10,000.00	\$49,640.00	i
Task 4: PER Deliverable for chosen alternative															
Preliminary Engineering Report and Schematic Plan (PER)															1
40% Preliminary Engineering Design Schematic		4	8	40	60							112		\$16,920.00	1
100% Preliminary Engineering Design Schematic		4	8	20	40	1			İ			72		\$11,220.00	1
Summary Report		4	8	20	40							72		\$11,220.00	1
Opinion of Probable Construction Cost (OPCC)		4	4	8	16							32		\$5,220.00	1
QAQC	16											16		\$4,480.00	1
Sub-total Task 4:													\$0.00	\$49,060.00	1
Total Hours:	32	80	128	104	316	8	16	24	2	2	36	748			
															1
Total Fee Proposal (Not to Exceed):	\$8.960.00	\$17,600.00	\$32.640.00	\$16,120.00	\$41.080.00	\$968.00	\$1.760.00	\$3,480.00	\$380.00	\$490.00	\$7.200.00	\$130,678.00	\$10,340.00	\$141,018.00	

^{*} A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. 1 PROJECT: Walnut Springs Pedestrian Route PER ("Project")

This Work Authorization is made pursuant to the terms and conditions of the Contract for Engineering Services, being dated **April 8**, **2025** and entered into by and between the City of Seguin, a Texas home rule municipality, (the "City") and Halff Associates, Inc. (the "Engineer").

Part1. 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 One Hundred Forty-One thousand eighteen Dollars and no Cents (\$141,018.00).

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 **October 8, 2026.** 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 08 day of April	, 20 <u>25</u> .	
ENGINEER:	CITY:	
Halff Associates, Inc.	City of Seguin, Texas	
By: Juy Domo Signature	By:Signature	
Troy Dorman Printed Name	Printed Name	0
Vice President	Title	

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by City - provided in "Exhibit B"

Attachment B - Services to be Provided by Engineer – provided in "Exhibit B"

Attachment C - Work Schedule - provided in "Exhibit B"

Attachment D - Fee Schedule - provided in "Exhibit B"

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 E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

MEMORANDUM



TO: Mayor Dodgen and City Council

Steve Parker, City Manager

FROM: John Donnelly, Director of Public Works

SUBJECT: PAVEMENT MAINTENANCE PROJECT

Award of Bid AF 2025-29

The 2025 Pavement Maintenance Project includes liquid road maintenance for approximately 50,883 square yards of street improvements. The project consists of two coats of liquid road pavement sealer. The streets this application processes are for is the following:

STREET	LIMITS	STREET	LIMITS
Middletowne	123 Bypass to Townwood	Townsend	Middletown to Oldtown
Oldtowne	Townwood to Cul-de-sac	Coventry	Middletown to Cul-de-sac
Mifford	Middletowne to Cul-de-sac	Park Village	Cul-de-sac to Cul-de-sac
Fairfax	Middletown to Cul-de-sac	Cheshire	Middletown to Cul-de-sac
Southwick	Middletown to Cul-de-sac	Kenwood	Middletown to Cul-de-sac
Stoneham	Middletowne to Cul-de-sac	Westbend	Middletowne to Cul-de-sac
Norburg	Westburg to Ostburg	Westburg	Nordberg to Sudberg
Ostburg	Nordberg to Sudberg	Sudberg	Ostberg to Westberg
Paved Alley	Westburg to Ostburg	Heritage	Eastwood to Unity
Unity	Heritage to Deadend	Heritage Dr.	Unity to Old Homestead
Eagle Ridge	Heritage to Running Creek	New World	Dead End to Running Creek
Old Homestead	Heritage to Running Creek	Running Creek	Old Homestead to Meadow
Meadow Run	Eastwood to Norburg		Run
Easthill Ridge	Running Creek to Heritage		

- 1. 110 linear feet of 8" solid white line
- 2. One right turn arrow

On February 25, 2025, a bid opening was held with three bids received. The bids ranged from a low of \$281,806.50 from Stripe It Up to a high bid of \$380,896.40 from Gallo Paving.

Staff recommends project award to the low bid received from Stripe It Up in the amount of \$281,806.50. Stripe It Up has done work for the city in the past and their workmanship has been very favorable.

Funding will come from the FY2025 PWCHIP170 170-9000-703000. Staff is available to answer any questions.

It's real.

DECOL	LITION	NO
KESUL	UTION	NU.

STATE OF TEXAS

RESOLUTION AWARDING THE BID FOR PAVEMENT MAINTENANCE (LIQUID ROAD MAINTENANCE) TO STRIPE IT UP FOR THE IMPLEMENTATION OF THE STREET MAINTENANCE IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE CONTRACT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City's 2025 Pavement Maintenance Project includes approximately 50,883 square yards of Liquid Road Maintenance, as well as limited striping; and

WHEREAS, with the above work specified, the City advertised Invitation for Bids #AF-2025-29 and received three bids, which it opened on or about February 25, 2025; and

WHEREAS, city staff recommend approval and award of work to the low bid of \$281,806.10, which was submitted by Stripe It Up, and execution of a service contract for the performance of the work contemplated in the Invitation for Bids.

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

Part 1. The City awards the work specified in AF-2025-29 to Stripe It Up and authorizes the City Manager to execute a service contract with Stripe It Up in an amount not to exceed \$281,806.10.

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	

X_BID OPENING

PROJECT: Pavement Maintenance Project

PROPOSAL RECEIPT
ACKNOWLEDGEMENT ONLY

BID NO. # AF-2025-39 DATE: 2/25/2025 TIME: 3:00 PM

				Stripe it wo	Gallo Pourres	All Pro Powing	BIDDER/CONTRACTOR
					1		5% BOND
						1	ADDENDA I
	,			281,806.50	380,896.40	318,724.60	Total Bid
				225	300	120	Per Tow



NOTICE OF PROJECT START LIQUID ROAD MAINTENANCE PROJECT AF-2025-39

This notice is to inform you of the **2025 Pavement Maintenance Project** ("Project") scheduled on a street you own property, and/or which may affect your daily commute (see map on back). The Project has been awarded to Lone Star Paving, LLC and is scheduled to begin **June 1, 2025**, and be completed by **August 31, 2025** (weather permitting). Your street will not be impacted for the entire duration of the Project.

When work is scheduled in your area, project signs will be posted a minimum of 48-hours prior to the contractor performing work on the street. **Once the contractor has mobilized, ingress and egress will be limited, and NO on-street parking will be allowed during work hours 7 a.m. to 5 p.m. Monday thru Friday.** Vehicles will be towed and placed in driveway. *Emergency personnel (Police/Fire/EMS) will have continuous access.*

The Project consists of two coats of liquid road pavement sealer. Streets scheduled for this application and limitations are as follows:

STREET	LIMITS	STREET	LIMITS
Middletowne	123 Bypass to Townwood	Townsend	Middletown to Oldtown
Oldtowne	Townwood to Cul-de-sac	Coventry	Middletown to Cul-de-sac
Mifford	Middletowne to Cul-de-sac	Park Village	Cul-de-sac to Cul-de-sac
Fairfax	Middletown to Cul-de-sac	Cheshire	Middletown to Cul-de-sac
Southwick	Middletown to Cul-de-sac	Kenwood	Middletown to Cul-de-sac
Stoneham	Middletowne to Cul-de-sac	Westbend	Middletowne to Cul-de-sac
Norburg	Westburg to Ostburg	Westburg	Nordberg to Sudberg
Ostburg	Nordberg to Sudberg	Sudberg	Ostberg to Westberg
Paved Alley	Westburg to Ostburg	Heritage	Eastwood to Unity
Unity	Heritage to Deadend	Heritage Dr.	Unity to Old Homestead
Eagle Ridge	Heritage to Running Creek	New World	Dead End to Running Creek
Old Homestead	Heritage to Running Creek	Running Creek	Old Homestead to Meadow Run
Meadow Run	Running Creek to Heritage	Easthill Ridge	Eastwood to Norburg

As with any street project and for your safety and the protection of your vehicle, please adhere to all warning signs, specifically to oil and rock placement, detours and/or flagmen.

Questions/Concerns Contact: John Donnelly

Director of Public Works

(830) 386-2516

jdonnelly@seguintexas.gov

Note: It is the responsibility of the property owner to notify his/her tenant(s) of this notice

SEGUIN UTILITIES



It's real.

Memorandum

To: Mayor and City Council Members

Steve Parker, City Manager

From: Adam Ryals, Utility Warehouse Superintendent

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

Subject: Resolution authorizing the purchase of Seventy-Eight (78) Transformers

Date: April 15, 2025

Historical Background

The Electric Utilities Department periodically purchases transformers for replacements and upcoming projects. These purchases are made in compliance with current procurement policy and procedures. Maintaining an inventory of critical equipment is necessary for the city to provide reliable utility service.

Action Requested

Consider a resolution authorizing the purchase of seventy-eight (78) pad and pole mount transformers in various sizes.

Procurement Methodology & Funding Source

Seventeen (17) sealed bids were read on March 11, 2025. The total bid amounts for the seventeen (17) bidders ranged from \$431,110.00 from Pan America Supply of Houston, TX. to \$2,427,979.32 from GLAWN (Advantech) of Richmond, KY. The low bid did not meet the city's specifications. Texas Electric Cooperatives (TEC) submitted the second lowest bid in the amount of \$464,966.68 and has provided GE Prolec transformers, which is an approved manufacturer for the city and meets the city's specifications.

Funding for this purchase will come from the Utility Fund Electric Inventory account.

Staff Recommendation

It is recommended that Texas Electric Cooperatives of Georgetown Tx. be awarded the purchase of the seventy-eight (78) pad and pole mount transformers in an amount not to exceed \$464,966.68. The lead time is 105-238 days. Texas Electric Cooperatives has provided other materials for the city which have been installed and are part of the electric distribution system.

ATTACHMENTS

- 1. Resolution Purchase of Seventy-Eight Pad and Pole Mount Transformers
- 2. Bid Tab AF-2025-40

RESOI	UTION	NO	
MESOL		NO.	

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF SEGUIN, TEXAS AUTHORIZING THE PURCHASE OF SEVENTY-EIGHT TRANSFORMERS FOR ELECTRIC UTILITIES AND DECLARING AN EFFECTIVE DATE.

WHEREAS, bids were solicited for the purchase of seventy-eight transformers in various sizes for use on new development projects and restocking purposes by the Electric Utilities department; and

WHEREAS, seventeen bids were received ranging from \$431,110 to 2,427,979.32; and

WHEREAS, the lowest bidder offered transformers that did not meet the city specifications; and

WHEREAS, City staff recommends the purchase of seventy-eight pole and pad mount transformers meeting city specifications from the second lowest bidder, Texas Electric Cooperatives in the total amount of \$464,966.68 at the unit prices as submitted on bid number AF-2025-40.

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

Part 1. The purchase of seventy-eight pole and pad mount transformers from Texas Electric Cooperatives in the total amount of \$464,966.68 at the unit prices as submitted on bid number AF-2025-40 is hereby approved.

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

PASSED AND APPROVED this 15th day of April 2025.

	DONNA DODGEN, MAYOL
ATTEST:	
Vuigtin Muellon	
Kristin Mueller	
City Secretary	

BID TABULATION: Purchase of Transformers

BID OPENING DATE: March 11, 2025 BID NUMBER: AF-2025-40

_		Δ	nixter	AR T	ransformers Inc	ECB Sol	utions, LLC
	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
300 KVA 277/480 Pad Mount	4	\$16,078.05	\$64,312.20	\$15,117.00	\$60,468.00	\$16,000.00	\$64,000.00
Manufacturer & Model	****	GE#	QRJZ769		Eaglerise	Maddox ⁻	Transformers
Calendar days for delivery	****	189	-203 days		84 days	168-	182 days
500 KVA 120/208 Pad Mount	3	\$19,495.12	\$58,485.36	\$20,010.00	\$60,030.00	\$32,000.00	\$96,000.00
Manufacturer & Model	****	GE#	QRJZ770		Eaglerise	Maddox ⁻	Transformers Transformers
Calendar days for delivery	****	189	-203 days		84 days	168-	182 days
500 KVA 277/480 Pad Mount	3	\$17,695.12	\$53,085.36	\$19,800.00	\$59,400.00	\$27,500.00	\$82,500.00
Manufacturer & Model	****	GE#	QRJZ771		Eaglerise	Maddox ⁻	Transformers
Calendar days for delivery	****	189	-203 days		84 days	168-	182 days
167 KVA 120/240 Pad Mount	3	\$6,548.78	\$19,646.34	\$9,050.00	\$27,150.00		
Manufacturer & Model	****	GE#	qmbf620		Eaglerise	N	O BID
Calendar days for delivery	****	112	-126 days		84 days		
750 KVA 120/20 Pad Mount	3	\$29,441.46	\$88,324.38	\$26,900.00	\$80,700.00	\$43,500.00	\$130,500.00
Manufacturer & Model	****	GE#	QRJZ772		Eaglerise	Maddox ⁻	Transformers Transformers
Calendar days for delivery	****	189	-203 days		84 days	168-	182 days
225 KVA 120/208 Pad Mount	2	\$14,735.37	\$29,470.74	\$14,900.00	\$29,800.00	\$15,500.00	\$31,000.00

	Total:	\$480	,660.93	\$	491,448.00	\$516,	000.00
Calendar days for delivery	****	112-	126 days		84 days		
Manufacturer & Model	****	GE# 0	QAOX580	Eaglerise		NC	BID
10 KVA 120/240 Pole Mount	10	\$1,391.46	\$13,914.60	\$1,415.00	\$14,150.00		\$0.00
Calendar days for delivery		112-	120 udys		o4 udys		
Manufacturer & Model Calendar days for delivery	****		QAOX579 126 days		Eaglerise 84 days	NC.	BID
15 KVA 120/240 Pole Mount	25 ****	\$1,435.37	\$35,884.25	\$1,517.00	\$37,925.00	No.	\$0.00
, , , , , , , , , , , , , , , , , , ,		112	·	1	04 uays	1	
Calendar days for delivery	****		126 days	84 days		110	
Manufacturer & Model	****		QAOX578	Eaglerise		NO BID	
25 KVA 120/240 Pole Mount	25	\$1,640.24	\$41,006.00	\$1,817.00	\$45,425.00		\$0.00
Calendar days for delivery	****	266-	280 days		84 days	168-1	82 days
Manufacturer & Model	****	GE#	QRJZ774		Eaglerise	Maddox T	ransformers
1500 KVA 277/480 Pad Mount	2	\$38,265.85	\$76,531.70	\$38,200.00	\$76,400.00	\$56,000.00	\$112,000.00
,							
Calendar days for delivery	****	189-	189-203 days 84 days				82 days
Manufacturer & Model	****	GE#	QRJZ773	Eaglerise		Maddox T	ransformers

EHV So	lutions, LLC	GD Partners Group Inc		GL	GLAWN	
Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price
\$30,478.00	\$121,912.00	\$18,373.30	\$73,493.20	\$119,189.20	\$476,756.80	\$21,950.00
WEG Tran	sformers USA	285-084	-00038 SSEL	6000-	SE_TX-38	Jiangshan Scotec
252-	266 days	182 days		210	O days	80
\$49,476.00	\$148,428.00	\$26,042.50	\$78,127.50	\$126,678.50	\$380,035.50	\$25,120.00
WEG Tran	sformers USA	285-084	-00039 SSEL	6000-	SE_TX-39	Jiangshan Scotec
252-	266 days	18	2 days	210	0 days	80
\$38,271.00	\$114,813.00	\$20,202.60	\$60,607.80	\$126,678.50	\$380,035.50	\$24,300.00
WEG Tran	sformers USA	285-084-00040 SSEL		6000-	SE_TX-40	Jiangshan Scotec
252-	266 days	182 days		210	210 days	
\$0.00	\$0.00	\$7,749.50	\$23,248.50	\$44,283.20	\$132,849.60	\$11,000.00
N	O BID	285-084	-00042 SSEL	6000-SE_TX-42		Jiangshan Scotec
		18	2 days	210	O days	80
\$70,865.00	\$212,595.00	\$37,081.00	\$111,243.00	\$151,109.92	\$453,329.76	\$27,500.00
WEG Tran	sformers USA	285-084-00060 SSEL		6000-	SE_TX-60	Jiangshan Scotec
364-	378 days	s 182 days		210	0 days	80
\$27,838.00	\$55,676.00	\$18,221.50	\$36,443.00	\$115,162.32	\$230,324.64	\$19,550.00

Jiangshan Scoted	E_TX-61	6000-S	-00061 SSEL	285-084-	formers USA	WEG Trans
80	days	210	182 days		66 days	252-2
\$37,280.00	\$374,647.52	\$187,323.76	\$80,295.60	\$40,147.80	\$172,968.00	\$86,484.00
Jiangshan Scotec	E_TX-38	6000-S	-00056 SSEL	285-084-	formers USA	WEG Trans
80	days	210	2 days	182	78 days	364-3
\$2,480.00	\$0.00	\$0.00	\$52,583.75	\$2,103.35	\$0.00	\$0.00
Jiangshan Scotec	NO BID		285-084-00017 SSEL		BID	NC
80			182 days			
\$2,200.00	\$0.00	\$0.00	\$49,363.75	\$1,974.55	\$0.00	\$0.00
Jiangshan Scotec	BID	NO BID		285-084-	BID	NC
80			2 days	182		
\$2,100.00	\$0.00	\$0.00	\$19,768.50	\$1,976.85	\$0.00	\$0.00
Jiangshan Scotec	BID	NC	-00014 SSEL	285-084-	NO BID	
80			2 days	182		
\$603,	,979.32	\$2.427	.174.60	\$826,392.00 \$585,174.60		

rations, LLC	KBS Electric	al Distributors	KERE	C Co., LTD	MVA Po	ower Inc
Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
\$87,800.00	\$15,885.00	\$63,540.00	\$17,500.00	\$70,000.00	\$24,696.00	\$98,784.00
h Electrical Co., Ltd	R	ymel	KEREC	CO., LTD.	PDMT3I	P300KVA
days	182-1	.96 days	15	4 DAYS	224	days
\$75,360.00	\$20,314.00	\$60,942.00	\$24,800.00	\$74,400.00	\$28,336.00	\$85,008.00
h Electrical Co., Ltd	R	ymel	KEREC	CCO., LTD.	PDMT3I	P500KVA
days	182-1	.96 days	15	4 DAYS	224	days
\$72,900.00	\$20,314.00	\$60,942.00	\$22,500.00	\$67,500.00	\$28,336.00	\$85,008.00
h Electrical Co., Ltd	R	ymel	KEREC	KEREC CO., LTD.		P500KVA
days	182-1	.96 days	154 DAYS		224	days
\$33,000.00	\$10,543.00	\$31,629.00	\$6,500.00	\$19,500.00	\$14,056.00	\$42,168.00
h Electrical Co., Ltd	R	ymel	KEREC	KEREC CO., LTD.		P167KVA
days	182-1	.96 days	11	2 DAYS	224	days
\$82,500.00	\$34,372.00	\$103,116.00	\$36,900.00	\$110,700.00	\$43,456.00	\$130,368.00
h Electrical Co., Ltd	Rymel		KEREC	CCO., LTD.	PDMT3I	P750KVA
days	182-196 days		15	4 DAYS	224	days
\$39,100.00	\$14,200.00	\$28,400.00	\$17,900.00	\$35,800.00	\$25,256.00	\$50,512.00

h Electrical Co., Ltd	Ry	ymel	KEREC	CO., LTD.	PDMT3	P250KVA	
days	182-196 days		154	154 DAYS		days	
\$74,560.00	\$44,705.00 \$89,410.00		\$42,900.00	\$85,800.00	\$60,536.00	\$121,072.00	
h Electrical Co., Ltd		/mel		CO., LTD.		P150KVA	
days	<u>.</u>	.96 days		1 DAYS	224	days	
\$62,000.00	\$2,094.00	\$52,350.00	\$1,800.00	\$45,000.00	\$4,838.40	\$120,960.00	
h Electrical Co., Ltd	Rymel		KEREC CO., LTD.		PDMT1P25KVA		
days	140) days	126 DAYS		224 days		
\$55,000.00	\$1,870.00	\$46,750.00	\$1,700.00	\$42,500.00	\$4,670.40	\$116,760.00	
n Electrical Co., Ltd	Ry	/mel	KEREC	KEREC CO., LTD.		PDMT1P15KVA	
days	140) days	126	5 DAYS	224	days	
¢31,000,00	¢1.644.00	¢16.440.00	¢1 F00 00	¢15,000,00	ć4 212 00	¢42.120.00	
\$21,000.00	\$1,644.00	\$16,440.00	\$1,500.00	\$15,000.00	\$4,312.00	\$43,120.00	
h Electrical Co., Ltd	Rymel			CO., LTD.		P250KVA	
days	140 days		126	5 DAYS	224	days	
220.00	\$553,519.00		\$566,200.00		\$893,760.00		

PanAmerica	a Supply, Inc.	TECHLI	NE, INC.	TECHNOLOGY INTERNATIONA		TEXAS ELECTRIC
Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price
\$14,610.00	\$58,440.00	\$35,620.00	\$142,480.00	\$34,494.00	\$137,976.00	\$15,510.58
KD E	lectric	HOWARD I	NDUSTRIES	Cetral	Moloney	QRJZ
147	days	434-46	62 days	364	days	105-11
\$17,850.00	\$53,550.00	\$53,563.00	\$160,689.00	\$44,415.00	\$133,245.00	\$18,807.05
KD E	lectric	HOWARD I	NDUSTRIES	Cetral	Moloney	QRJZ
147	days	434-46	62 days	364	days	105-11
\$17,060.00	\$51,180.00	\$61,568.00	\$184,704.00	\$35,852.00	\$107,556.00	\$17,070.58
KD E	lectric	HOWARD INDUSTRIES		Cetral	Moloney	QRJZ
147	days	434-462 days		364	days	105-11
\$12,520.00	\$37,560.00	\$31,515.00	\$94,545.00	\$9,503.00	\$28,509.00	\$6,741.17
KD E	lectric	HOWARD I	NDUSTRIES	Cetral	Moloney	QRJZ
147	days	574-60	D2 days	364	days	105-11
				•		
\$22,360.00	\$67,080.00	\$78,855.00	\$236,565.00	\$66,575.00	\$199,725.00	\$28,402.35
KD E	KD Electric		NDUSTRIES	Cetral	Moloney	QRJZ
147 days		434-462 days		364	days	105-11
\$13,800.00	\$27,600.00	\$35,660.00	\$71,320.00	\$25,209.00	\$50,418.00	\$14,215.29

QRJZ	loloney	Cetral M	NDUSTRIES	HOWARD I	ectric	KD Ele
105-11	days	434-462 days 364 days		434-462 days		147
Not being purch						
\$36,915.29	\$198,788.00	\$99,394.00	\$230,268.00	\$115,134.00	\$60,000.00	\$30,000.00
QRJZ	loloney	Cetral M	NDUSTRIES	HOWARD I	ectric	KD Ele
224-23	days	364 (52 days	434-46	days	147
\$1,582.35	\$68,075.00	\$2,723.00	\$110,500.00	\$4,420.00	\$34,500.00	\$1,380.00
QAO	loloney	Cetral Moloney		HOWARD INDUSTRIES		KD Ele
70-84	days	364 days		182-21	days	147
\$1,384.70	\$59,925.00	\$2,397.00	\$87,225.00	\$3,489.00	\$30,000.00	\$1,200.00
QAO	loloney	Cetral M	HOWARD INDUSTRIES		KD Electric	
70-84	days	364 (.0 days	182-21	days	147
\$1,342.35	\$22,430.00	\$2,243.00	\$30,650.00	\$3,065.00	\$11,200.00	\$1,120.00
QAO	loloney	Cetral N	HOWARD INDUSTRIES		ectric	KD Ele
70-84	days	364 (182-210 days		days	147
\$464,9	647.00	\$1,006,	,946.00	\$1,348,946.00		\$431,1

COOPERATIVES	ULS CORP	ORATE INC	UNITES TRS E	LECTRIC, INC.	WEG TRANSF	ORMERS USA
Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
\$62,042.32	\$29,478.21	\$117,912.84	\$15,800.00	\$63,200.00	\$30,478.00	\$121,912.00
<u>7</u> 672	ULSCorp	orate INC	United TF	RS Electric	WEG Trans	formers USA
.2 days	168	days	105	days	252-20	66 days
\$56,421.15	\$36,225.00	\$108,675.00	\$18,550.00	\$55,650.00	\$49,476.00	\$148,428.00
2674	ULSCorp	orate INC	United TF	RS Electric	WEG Trans	formers USA
.2 days	168	days	70 (days	252-20	66 days
\$51,211.74	\$35,172.00	\$105,516.00	\$18,550.00	\$55,650.00	\$38,271.00	\$114,813.00
<u>7</u> 675	ULSCorp	orate INC	United TRS Electric		WEG Trans	formers USA
.2 days	168	days	70 (days	252-20	66 days
\$20,223.51	\$17,206.71	\$51,620.13	\$5,750.00	\$17,250.00	\$0.00	\$0.00
<u>7</u> 619	ULSCorp	orate INC	United TRS Electric		NO	BID
.2 days	168	days	49 (days		
\$85,207.05	\$46,602.00	\$139,806.00	\$26,250.00	\$78,750.00	\$70,865.00	\$212,595.00
<u>2</u> 677	ULSCorp	orate INC	United TF	RS Electric	WEG Trans	formers USA
.2 days	168	days	105	days	364-3	78 days
\$28,430.58	\$28,309.50	\$56,619.00	\$16,930.00	\$33,860.00	\$27,838.00	\$55,676.00

<u>7</u> 678	ULSCorp	orate INC	United T	RS Electric	WEG Trans	formers USA
.2 days	168	168 days		49 days		66 days
ased at this time						
\$73,830.58	\$57,199.50	\$114,399.00	\$38,700.00	\$77,400.00	\$86,484.00	\$172,968.00
<u>7</u> 679	ULSCorp	orate INC	United T	RS Electric	WEG Trans	formers USA
8 days	168	days	105	days	364-3	78 days
\$39,558.75	\$3,702.86	\$92,571.50	\$2,020.00	\$50,500.00	\$0.00	\$0.00
X509	ULSCorporate INC		United TRS Electric		NO BID	
days	168	days	49 days			
\$34,617.50	\$3,419.36	\$85,484.00	\$2,010.00	\$50,250.00	\$0.00	\$0.00
X510	ULSCorp	orate INC	United TRS Electric		NO BID	
days	168	days	49	days		
\$13,423.50	\$3,338.36	\$33,383.60	\$2,000.00	\$20,000.00	\$0.00	\$0.00
X511	ULSCorporate INC		United T	RS Electric	NO	BID
days	168 days		49	49 days		
) 66.68	\$905,987.07		\$502,	510.00	\$826,	392.00

SEGUIN UTILITIES



It's real.

Memorandum

To: Mayor and City Council Members

Steve Parker, City Manager

From: Adam Ryals, Utility Warehouse Superintendent

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

Subject: Resolution authorizing the purchase of One Hundred Fifty-Five (155) Steel

Poles

Date: April 15, 2025

Historical Background

The Electric Utilities Department periodically purchases steel poles for replacements and upcoming projects. These purchases are made in compliance with current procurement policy and procedures. Maintaining an inventory of critical equipment is necessary for the city to provide reliable utility service.

Action Requested

Consider a resolution authorizing the purchase of one hundred fifty-five (155) steel poles in various sizes.

Procurement Methodology & Funding Source

Eight (8) sealed bids were read on March 25, 2025. The total bid amounts for the eight (8) bidders ranged from \$267,606.00 from MVA Power Inc. of Montreal Quebec to \$400,246.00 from Morgan Ingland LLC of Morgan Hill, Ca. MVA Power Inc submitted the lowest bid but does not meet the city's specifications. Their bid document did not include details regarding the location of various holes necessary to mount equipment such as cross arms, etc. Additionally, MVA failed to submit specifications for 40-foot Class 3 and 45-foot Class 2 and 3 poles. Sanpec of Tomball Tx submitted the second lowest bid in the amount of \$289,695.00 and meets the city's specifications. The difference between MVA's bid and Sanpec's bid is \$22,089.00

Funding for this purchase will come from the Utility Fund Electric Inventory account.

Staff Recommendation

It is recommended that Sanpec of Tomball Tx. be awarded the purchase of the one hundred fifty-five (155) steel poles in an amount not to exceed \$289,695.00. The lead time is 154-168 days. Sanpec has provided steel poles for the city which have been installed and are part of the electric distribution system.

ATTACHMENTS

- 1. Resolution Purchase of One Hundred Fifty-Five Steel Poles in various sizes
- 2. Bid Tab AF-2025-45

RESOI	UTION	NO	
MESOL		NO.	

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF SEGUIN, TEXAS AUTHORIZING THE PURCHASE OF ONE HUNDRED FIFTY-FIVE STEEL POLES IN VARIOUS SIZES FOR ELECTRIC UTILITIES AND DECLARING AN EFFECTIVE DATE.

WHEREAS, bids were solicited for the purchase of one hundred fifty-five (155) steel poles in various sizes for use on upcoming projects and restocking purposes by the Electric Utilities Department; and

WHEREAS, eight bids were received ranging from \$267,606 to \$400,246; and

WHEREAS, the low bid submitted by MVA did not meet the city specifications; and

WHEREAS, the second lowest bid submitted by Sanpec met all city specifications; and

WHEREAS, City staff recommends the purchase of steel poles in various sizes from the second lowest bidder, SANPEC, Inc. of Tomball, Texas in the total amount of \$289,695 at the unit prices as submitted on bid number AF-2025-45.

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

Part 1. The purchase of one hundred fifty-five (155) steel poles in various sizes from SANPEC, Inc. of Tomball, Texas in the total amount of \$289,695 at the unit prices submitted on bid number AF-2025-45 is hereby approved.

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

PASSED AND APPROVED this April 15th, 2025.

	DONNA DODGEN, MAYOR
ATTEST:	
Kristin Mueller	
City Secretary	

BID TABULATION: Purchase of Steel Poles

BID OPENING DATE: March 25, 2025 BID NUMBER: AF-2025-45

		KBS	Electric	Kennedy Wire	Rope & Sling Co	Morgan I	ngland LLC
		Austin, TX		Corpus Christi, TX		Morgan Hill, CA	
	Qty	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
30 FT Class 3 Pole	20	\$1,459.00	\$29,180.00			\$2,233.30	\$44,666.00
Manufacturer		T.	APP	NO) BID	Valmont /	SWR030C3
Calendar days for delivery		196-2	10 days			168-182 days	
35 FT Class 3 Pole	25	\$1,693.00	\$42,325.00		1 1	\$2,401.20	\$60,030.00
Manufacturer		• '	APP	NO	O BID		'SWR035C3
Calendar days for delivery		196-2	10 days			168-1	82 days
40 FT Class 3 Pole	50	\$2,055.00	\$102,750.00		1	\$2,579.45	\$128,972.50
Manufacturer		T.	APP	NO	O BID	Valmont /	'SWR040C3
Calendar days for delivery		196-210 days				168-1	82 days
45 FT Class 2 Pole	10	\$2,543.00	\$25,430.00			\$2,978.50	\$29,785.00
Manufacturer		• '	APP	NC	O BID	· /	SWR045C2
Calendar days for delivery		196-210 days				168-182 days	
45 FT Class 3 Pole	50	\$2,312.00	\$115,600.00			\$2,735.85	\$136,792.50
Manufacturer		T.	APP	NO	O BID	Valmont /	'SWR045C3
Calendar days for delivery		196-2	10 days			168-1	82 days

Total \$400,246.00

MVA Po	ower Inc	Northrock Enterprises LLC		SANPEC		Techline, Inc	
Montrea	Montreal, Quebec		Miami, FL		oall, TX	San Ant	onio, TX
Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
\$1,090.10	\$21,802.00	\$2,116.78	\$42,335.60	\$1,329.00	\$26,580.00	\$2,002.00	\$40,040.00
MVA F	POWER	Galvanize	- TRIFORCE	SAN	30CL3	Valmont /	SWR030C3
Did not m	neet Specs						
168	days	161-175 days		154-1	68 days	182 days	
\$1,309.20	\$32,730.00	\$2,275.92	\$56,898.00	\$1,585.00	\$39,625.00	\$2,153.00	\$53,825.00
MVA F	POWER	Galvanize	- TRIFORCE	SAN	35CL3	Valmont /	SWR035C3
Did not m	neet Specs						
168	days	161-17	75 days	154-1	68 days	182	days
\$1,649.50	\$82,475.00	\$2,444.87	\$122,243.50	\$1,841.00	\$92,050.00	\$2,312.00	\$115,600.00
MVA I	POWER	Galvanize	- TRIFORCE	SAN	40CL3	Valmont /	SWR040C3
Did not su	bmit Specs						
168 days		161-17	75 days	154-168 days		182 days	
\$3,385.40	\$33,854.00	\$2,823.10	\$28,231.00	\$2,604.00	\$26,040.00	\$2,670.00	\$26,700.00
MVA F	MVA POWER Galvanize - TRIFORCE		- TRIFORCE	SAN45CL3		Valmont /SWR045C2	
Did not su	bmit Specs						
168	days	161-17	75 days	154-1	68 days	182	days
	_						
\$1,934.90	\$96,745.00	\$2,593.11	\$129,655.50	\$2,108.00	\$105,400.00	\$2,453.00	\$122,650.00
MVA	MVA POWER Galvanize - TRIFORCE		SAN45CL3		Valmont /SWR045C3		
Did not su	bmit Specs						
168	days	161-17	75 days	154-168 days		182 days	
Total	\$267,606.00	Total	\$379,363.60	Tota	\$289,695.00	Total	\$358,815.00

Technology Int	ernational, Inc.	Texas Electric Cooperatives		
Lake Mary, FL		Georgetown, TX		
Unit Price	Extended Price	Unit Price	Extended Price	
\$2,165.00	\$43,300.00	\$2,044.21	\$40,884.20	
Valmont /	SWR030C3	Valmont /	SWR030C3	
252	days	154-16	58 days	
\$2,328.00	\$58,200.00	\$2,197.89	\$54,947.25	
Valmont /	SWR035C3	Valmont /	SWR035C3	
252	days	154-16	58 days	
			_	
\$2,500.00	\$125,000.00	\$2,361.05	\$118,052.50	
Valmont /	SWR040C3	Valmont /SWR040C3		
252	days	154-168 days		
\$2,890.00	\$28,900.00	\$2,726.31	\$27,263.10	
Valmont /SWR045C2		Valmont /SWR045C2		
252 days		154-168 days		
\$2,653.00	\$132,650.00	\$2,504.21	\$125,210.50	
Valmont /SWR045C3		Valmont /SWR045C3		
252	days	154-168 days		
Total	\$388,050.00	Total	\$366,357.55	



To: Mayor Dodgen and Council Members

Steve Parker, City Manager

From: Dale Skinner, Fire Chief

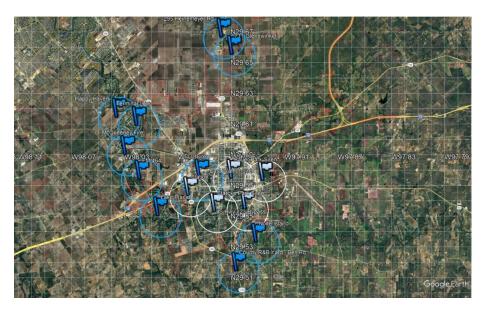
Date: March 31, 2025

Re: Purchase of 10 Outdoor Warning Sirens

Historical Background

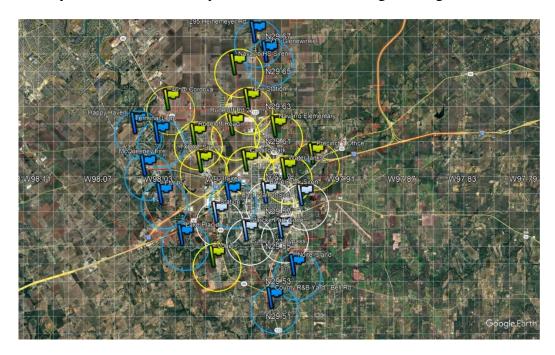
Outdoor warning sirens play a crucial role in public safety by providing early warnings for severe weather events, natural disasters, and other emergencies. These sirens alert people who are outdoors to seek shelter and stay informed through emergency broadcasts or mobile alerts. They are especially vital in areas prone to tornadoes, hurricanes, or hazardous material spills, where every second counts in preventing injury and saving lives.

Currently, the City has five existing outdoor warning sirens to alert our residents to hazardous weather conditions. There are four sirens (shown in White) primarily along the Guadalupe River as shown in the picture below. There is an additional siren located at Bauer Park. Guadalupe County and TLU also have existing sirens are shown blue that help cover portions of the city.



Action Requested

Authorization to purchase 10 warning sirens. The additional sirens will allow us to have outdoor siren warning to approximately 85-90% of the city. The coverage area with the new sirens in place is shown below. The proposed location sirens are noted in yellow and the existing ones are shown in white and blue. Please note there are also sirens that are owned by Guadalupe County shown to allow everyone to see all the existing coverage.



Procurement Methodology & Funding Source

This Capitol Project was approved with the FY2025 budget.

Staff Recommendation

Staff recommends the purchase of 10 outdoor warning sirens from Joe Goddard Inc. be approved in the amount not to exceed the budgeted amount of \$330,000.

Attachments

Vender quotes.

Respectfully,

Dale Skinner Fire Chief

STATE OF TEXAS

RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF 10 OUTDOOR WARNING SIRENS FROM JOE GODDARD, INC. FOR AN AMOUNT NOT TO EXCEED \$330,000; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City's FY2025 Capital Projects Budget, as amended, provides funding for the purchase of new warning sirens to augment the existing warning system; and

WHEREAS, since there is an existing warning system, the City needed to identify the sources of additional warning sirens that would fit as component parts in the system as a whole; and

WHEREAS, Joe Goddard, Inc. is one of the few vendors that offers warning sirens that fit within the City's existing system; and

WHEREAS, the City received a quote from Joe Goddard, Inc. that beat the only other source of this siren type, through The International Purchasing System (TIPS).

WHEREAS, city staff recommend approval of the purchase of the installation of ten (10) directional siren packages to augment the City's existing system from Joe Goddard, Inc. for a price not to exceed \$330,000.

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

Part 1. The Fire Department is approved to purchase ten (10) directional siren packages to augment the City's existing system from Joe Goddard, Inc. for a price not to exceed \$330,000.

Part 2. This purchase is hereby exempted from formal procurement pursuant to Texas Local Government Code, Section 252.022(a)(7)(D).

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

PASSED AND APPROVED this 15th day of April 2025.

	DONNA DODGEN, MAYOR
ATTEST:	
Kristin Mueller City Secretary	_



Prepared for Seguin Fire Department

To Greg Dress

Email gdreiss@seguintexas.gov

Prepared by Andy Goddard

Joe Goddard Enterprises

Address 11950 Thousand Oaks Drive Edmond, Oklahoma 73034

Phone 405-830-9057 Website www.goddardenterprises.net

Quote Number 882 Date May 28, 2024 Expiry Date April 30, 2025

Seguin, Texas 11 new sites

2001-130 High Powered Outdoor Siren

9,683.75 x 10 96,837.50

The Federal Signal 2001-130 and Equinox sirens is a high power, rotating, unidirectional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail.



Eclipse8

Eclipse 8 Mid-Sized Siren

6,507.00

x 1 6,507.00

The Eclipse8 is a mid-sized DC-powered omni-directional siren for outdoor warning that produces high intensity warning signals. This powerful and lightweight outdoor siren provides coverage with a maximum sound pressure level of 115 dBc at 100 feet. The high decibel output provides maximum coverage with minimum installation costs. Operating from 48VDC, the siren utilizes the DC motor of our 2001 siren series for proven reliability.

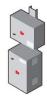


DCFCTDBH

Two Way Siren Controller

8,526.25 x 11 93,788.75

Two-way siren controller for 48VDC Sirens. Two-way radio control and status monitoring. Available in VHF and UHF configurations. Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security. Able to utilize multiple communication paths for redundancy. Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8. Solar options available. Push buttons for local activation. UL Listed for general signaling. DNV Certified



Solar Panel Kit

2,487.50 x 11 27,362.50

Not selected

Solar Panel Side of Pole Mount Reinforced Manufactured. SunWise 195 Watt, 24V Solar Module, C1D2, Large J-box. VictronConnect Smart Solar MPPT regulator 12/24/48.





OMNI-4

Two-Way Antenna Kit

453.95 x 11

4.993.45

Laird Fiberglass antenna, permanent install. 35FT LMR400 coax, low loss. FM2 antenna mount bracket.







AMB-P

Antenna Mounting Bracket

147.14 x 11

Federal Signal side of pole antenna bracket. 16" offset. Mounts to any utility pole.

1,618.54

Install Standard

Professional Install

7,600.00

Goddard Enterprises crew for build out and installation of warning siren.

x 11 83.600.00

- Standard Installation of the siren
- Set of AC Delco M24M680 Batteries
- · Class 2, 50ft wood pole Standard Install
- · All heavy equipment provided by Goddard Enterprises
- Provide onsite installation services for control stations
- · Conducting on-site site surveys & 811 locates preparing installation design plans
- Complete turnkey installation of the outdoor warning system and all hardware.
- All heavy equipment such as trucks and hardware will be supplied by Goddard Enterprises.

Freight	1,418.75
Treight	x 11
	15,606.25

Options selected

Total

0 of 1 \$302,951.49

Terms & Conditions

This estimate is an approximation and is not guaranteed. The estimate is based on information provided from the customer regarding project requirements, needs, and wants. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the customer will be notified. Estimate valid for 30 days unless otherwise indicated.

Goddard Enterprises reserves the right to accept or reject any order, in our sole discretion. Order acceptance is expressly limited by and to the terms and conditions stated herein, which supersede any terms and conditions set forth in any document you provided to us.

Prices are subject to change and are exclusive of any applicable sales or other taxes, freight, handling and insurance charges. Freight quotations are provided as estimates only – actual freight charges are determined at the time of shipping and may differ from the amount originally quoted. The cost of any equipment within this estimate exceeding \$30,000 will be due at time of shipment unless otherwise arranged with Goddard Enterprises.

Any Installation that requires network access will be customers responsibility to facilitate and must be completed before work or commissioning can begin. All network requirements must meet factory recommendations to gain factory support.

If the solar option is not chosen. It will be the customers responsibility to bring power and electric service to the pole.

Rock Clause: Rock, poor soil conditions, water in excavations and other unforeseen site conditions may incur additional charges upon digging.

Any site requiring potholing will be issued a change order.

You agree to be bound by these Terms and Conditions in effect at the time of purchase. You also agree that we may change any of the Terms and Conditions upon 15 days written notice to you and that such changed Terms and Conditions will apply to any subsequent transactions with us. Additionally, you agree that in the event that any portion of these Terms and Conditions are found to be unenforceable, the remainder will remain in full force and effect.

Federal Signal Warranty 2022

Outdoor Warning Products: 5 years parts and factory labor from date of delivery, return to factory for service.

This includes: 2001-130, 508-128, Equinox, Eclipse8, Modulator and DSA series.

Controllers: 2 years parts and labor from date of delivery, return to factory for service

This includes: SS2000+ Console, Siren DC Controllers, UV, UVRI, UVIC Controllers.

Warranty does not cover the cost of return or service call labor for issues outside of Goddard Enterprises control.

TIPS Quote #690 - Seguin, Texas - New Outdoor Warning Sirens

Pricing via TIPS USA!

Contract Number: 220105

The Interlocal Purchasing System (TIPS) is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership. TIPS is housed at and managed by the Region 8 Education Service Center located in Pittsburg, Texas. Learn More About TIPS: www.TIPS-USA.com



Outdoor Warning Sirens

2001-130

2001-130 High Powered Outdoor Siren

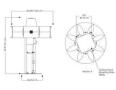
The Federal Signal 2001-130 siren is a high power outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. The siren produces 130dB(C) at 100ft & rotates at 3 RPM. Three distinct warning signals available: steady, wail and fast wail.

2001-130 Data Sheet

Eclipse-8 Omni-Directional Siren

The Eclipse-8 is a mid-sized, omni-directional siren designed for outdoor warning purposes. The siren's projector produces a 360-degree projection of sound and can produce three distinct warning signals: steady, wail and fast wail.





8,257.65 x 1

32% discount

5.615.20

12.658.82

32% discount

86,079.98

x 10



FROM

Ryan Dean

OmniWarn, CRO - Vice President 1-833-360-9276 Ext. 102

Federal Signal 2645 Federal Signal Dr. University Park, IL 60484 www.omni-warn.com

PHONE

1-833-360-9276

FOR

Seguin, Texas

TC

Greg Dreiss

FMAII

gdreiss@seguintexas.gov

QUOTE NUMBER

690

DATE

February 18, 2025

EXPIRY DATE

May 11, 2025

DCFCTBDH 11,145.88 Two Way Siren Controller (DC Siren) (VHF) x 11 32% discount Two-way siren controller for 48VDC Sirens. Two-way radio control and 83.371.18 status monitoring. Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security. Able to utilize multiple communication paths for redundancy. Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8. UL Listed for general signaling. DNV Certified DIGITAL CONTROLLER, HIGH BAND OMNI-BVH-35 (TK-IO-CUSTINS) 564.71 Antenna Kit: 150-174MHZ VHF x 11 32% discount · High quality, corrosion-resistant components 4,224.03 · Light weight, easy to ship and install · Compatible with (AMB-P) pole mount and (AMB-W) wall mount 35ft LMR400 Coax, Type N male 187.06 AMB-P **Antenna Mounting Bracket - Pole** x 11 32% discount · Antenna bracket, pole mount 1,399.21 PVS240W-48 (TK-IO-CUSTINS) 4,818.82 Solar Power Kit - 48VDC x 11 50% discount • (4) Sunwize Solar Panel, 12V 26,503.51 • (1) Prostar Solar Charge Controller • (1) Side of pole mounting bracket" 184.00 IK-BATT-STD (TK-IO-CUSTINS) Battery Set: AC Delco M24M680 x 44 20% discount Battery Set Quantity: 4 6,476.80 Warranty: 18 Month Limited Warranty Battery Type: Standard Flooded Voltage: 12 Volt Cold Cranking Amps (CCA): 550 Cranking Amps (CA): 680 Amp Hour (Ah): 80 Marine Cranking Amps (MCA): 680

PO-STEEL-STD-50 (TK-IO-CUSTINS)	5,300.00
50ft Galvanized Steel Pole	x 11
50% 0.1 101 .17 .1	20% discoun
50ft Galvanized Steel Pole	46,640.00
Standard Duty	
Direct Bury	
Federal Mechanical - 2001 - Equinox - Eclipse	
IK-SP-DCM (TK-IO-CUSTINS)	943.36
Install Kit - Pole Material - Mechanical Sirens	x 11
	20% discoun
• Conduit	8,301.57
• Wire	0,001.01
Grounding	

Labor & Services

TK-IO-CUSTINS (Digger Derrick) Install: Digger Derrick with Operator (Per Hour)	207.50 x 80
• (1) Digger Derrick • (1) Operator	16,600.00
TK-IO-CUSTINS (Bucket Truck) Install: Large Bucket Truck with Operator (Per Hour)	207.50 x 80
• (1) Large Bucket Truck • (1) Operator	16,600.00
TK-IO-CUSTINS (Additional Laborer) Install: Additional Laborer	112.50 x 80
(1) Additional Laborer	9,000.00
TK-IO-CUSTINS (Standard Bucket Truck) Install: Standard Bucket Truck with Operator (Per Hour)	207.50 x 80 16.600.00
• (1) Standard Bucket Truck • (1) Operator	,
TK-IO-CUSTINS (Radio Master) Install: Siren Tech I (Radio Master) (Per Hour)	162.50 x 80
Federal Signal factory trained and certified technician. Per hour. (1) Siren Tech Radio Master	13,000.00
Freight2 Shipping & Handling	11,039.00 x 1
Shipping from University Park, IL to Customer location. FOB - University Park, IL (Factory)	11,039.00

TIPS Terms & Conditions

Contract Number: 220105

Purchase Orders: Please issue all POs to Federal Signal and reference the TIPS contract

number.

The Interlocal Purchasing System (TIPS) is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership. TIPS is housed at and managed by the Region 8 Education Service Center located in Pittsburg, Texas. Learn More About TIPS: www.TIPS-USA.com

The governing framework for all terms and conditions shall be the TIPS contract 220105 held by Federal Signal.



Download PDF Quote

You may download a PDF copy of this quote using the download PDF option found on the right side of this digital quote.

Purchase Order Instructions

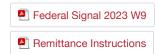
ATTENTION

ALL PURCHASE ORDERS SHOULD BE EMAILED TO ORDERS@OMNI-WARN.COM
All purchase orders must be made out to the following:
Federal Signal Corporation
Alerting & Notification Systems
2645 Federal Signal Drive
University Park, IL 60484

Remittance Instructions

Please find our W9 and remittance information attached for your convenience.

Checks may be mailed to: PO BOX 200217 Dallas, Texas 75320-0217



Sales Tax

All quotes exclude sales tax. If your organization qualifies for sales tax exemption in your area, we kindly request that you provide the necessary details by submitting a Sales Tax Exemption Form with your order.

Credit Card Purchases

Please indicate upon acceptance whether you will be paying by credit card as a customer. Our internal sales team will contact you via phone to process the credit card payment.

Terms & Conditions

Prices are firm for 30 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the Terms document, available for download on this quote. Any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional.

Download full terms and conditions here:

