



City of Seguin

210 E. Gonzales Street
Seguin TX, 78155

Public & Virtual Meeting Agenda City Council

Tuesday, February 3, 2026

5:30 PM

Council Chambers

This meeting can be viewed live at:

https://cityofsequintx.granicus.com/MediaPlayer.php?publish_id=01914bce-08fd-4c47-9d1b-48d790b5c1f3

1. **Call to Order**
2. **Invocation - Pastor Rene Torres, The Door Christian Fellowship Church**
3. **Pledge of Allegiance/Salute to the Texas Flag**
4. **Roll Call**
5. **Hearing of Residents:**

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

6. **Consent Agenda**

- a. [26-036](#) Minutes of the January 20, 2026 City Council meeting.
Attachments: [CC.MINUTES.01202026](#)
- b. [26-037](#) Check Report January 14, 2026 through January 28, 2026.
Attachments: [Check Report 01142026 - 01282026](#)
- c. [26-031](#) Approval of reports for the quarter ended December 31, 2025 for the following organizations that receive Occupancy Tax funding - Susan Caddell, Director of Finance
 - a. Seguin Conservation Society
 - b. Mid-Texas Symphony
 - c. Teatro de Artes de Juan Seguin

- d. Seguin-Guadalupe County Hispanic Chamber of Commerce
- e. Seguin Heritage Museum
- f. Guadalupe County Fair Association
- g. Seguin LULAC Council #682
- h. Seguin Art League
- i. The Fields of Huber Ranch, LLC

Attachments: [Quarterly Reports for Quarter Ended December 31, 2025](#)
[Reports for Quarter Ended 123125](#)

- d. [26-033](#) Receive, for the purposes of City Council records, the fully-executed Amended and Restated Development and Utility Agreement, Terms Sheet, and Economic Development Agreement between the City of Seguin, Texas, City of Seguin TIRZ No. 3, Guadalupe County Municipal District No. 3, and/or A-L 97 IH 10-SH 46, L.P. - Alora Wachholz, Director of Economic Development
- Attachments:** [Council Memo 2.3.26 \(New Quest Documents\)](#)
[New Quest DA \(amended & restated\) FE](#)
[NQ TIRZ No 3 DA Term Sheet 12.16.25](#)
[TIRZ Agreement\(EDA\)\(Executed\)](#)
- e. [26-026](#) Resolution authorizing the submission of a Project Safe Neighborhoods grant application seeking funding for surveillance equipment. - Kate McCloud, Grants Administrator
- Attachments:** [Agenda Item Memo - Application Safe Neighborhoods FY27](#)
[Resolution to Apply Safe Neighborhoods](#)
- f. [26-014](#) Resolution authorizing the submission of a Rifle Resistant Body Armor grant application seeking funding for 15 rifle-resistant body armor vests. - Kate McCloud, Grants Administrator
- Attachments:** [Agenda Item Memo - Application Rifle Armor FY27](#)
[Resolution to Apply Rifle Armor](#)
- g. [26-023](#) Resolution authorizing a contract amendment to the professional services contract with BGE, Inc. for the Mays Creek Drainage Improvements Project (a GLO-MIT Grant); authorizing the City Manager to execute contract amendments with providers; and declaring an effective date. - Melissa Reynolds, PE, MPA, CFM, Director of Engineering & Capital Projects
- Attachments:** [2026.02.03 Memo Mays Creek Contract Amendment #3](#)
[2026.02.03 GLO BGE Contract Amendment #3 Resolution](#)
[GLO Mays Creek PH II_Prof_Serv_Agreement - CA3_BGE signed](#)
- h. [26-010](#) Ordinance on second reading amending the Seguin Code of Ordinances, Appendix C - Fee Schedule, Chapter 86, Solid Waste, to add a Household Hazardous Waste Service and associated monthly per-household fee;

providing for implementation through the City's Solid Waste Franchise Agreement; providing a severability clause; providing for publication; providing an effective date; and authorizing City Staff to submit this Ordinance as a supplement to the Seguin Code of Ordinances. - Rick Cortes, Deputy City Manager

Attachments: [Draft Ordinance HHW Fee Schedule](#)

7. Action Items - Discussion and Possible Motion to Approve

- a. [26-007](#) Resolution approving a First Amendment to the Term Sheet between City of Seguin and GFNT, LLC. - Alora Wachholz, Director of Economic Development
- Attachments:** [MEMO- First Amendment to Term Sheet - GFNT](#)
[01 Resolution - First Amendment to Term Sheet with GFNT - 2026](#)
[02 First Amendment to Term Sheet - GFNT - The Nolte Project - 2026](#)
[03 GFNT & COS Nolte Project Term Sheet \(Final & Executed All\)](#)
- b. [26-024](#) Resolution awarding a bid in the amount of \$1,968,887.72 to D&D Constructors, Inc. for the Mays Creek GLO Phase II Drainage Project (a GLO CDBG-MIT Grant Project, Contract No. 22-085-008-D236); authorizing the City Manager to enter into a construction contract with D&D Constructors, Inc; and declaring an effective date. - Melissa Reynolds, PE, MPA, CFM, Director of Engineering & Capital Projects
- Attachments:** [2026-02-03 Memo Mays Creek Construction Contract](#)
[2026-02-03 Resolution Mays Creek Construction Contract](#)
[GLO MC Phase 2 - Award Recommendation signed](#)
[GLO MC Phase 2 - Bidders Summary](#)
- c. [26-029](#) Resolution to reimburse Guadalupe Valley Electric COOP (GVEC) for costs of utility relocation for the Cordova Road widening project. - Melissa Reynolds, PE, MPA, CFM - Director of Engineering & Capital Projects
- Attachments:** [2026-02-03 Memo GVEC Reimbursement Agreement](#)
[2026-02-03 Resolution GVEC Reimbursement Agreement](#)
[UG Utility Relocation Agreement Package](#)
- d. [26-025](#) Resolution authorizing the City Manager to execute a Professional Service Agreement between the City of Seguin and Guidepost Energy LLC, for services related to ERCOT's Demand Response Facilitation services; and declaring an Effective Date. - Timothy Jay Howe, Director of Utilities
- Attachments:** [Council Memo 2-3-2026](#)
[Resolution \(Guidepost\)](#)
[Guidepost Services Agreement_Final executed](#)
- e. [26-030](#) Resolution authorizing the City Manager to enter into an agreement with Estacado Construction for the interior refresh of the Public Works

warehouse offices; providing for a contingency; and declaring an effective date. - Randy Kell, Facilities Director

Attachments: [Memo PW Office Refresh](#)
[PW Interior Refresh Resolution](#)
[Estacado Construction Proposal 1151](#)
[Bid Tab AF-2026-21](#)

- f. [ZC 01-26 CC](#) Public Hearing and Ordinance on first reading to consider a Zoning Change from Single-Family Residential (R-1) to Neighborhood Commercial (NC) for the property located at the 15700 Blk of FM 725, Property IDs: 58174 & 58287, (ZC 01-26). - Pamela Centeno, Director of Planning and Codes

Attachments: [Staff Memo ZC 01_26](#)
[Planning Commission Report and agenda packet](#)
[ZC 01-26 Ordinance](#)
[ZC0126 ExhibitA CC](#)

- g. [ZC 02-26 CC](#) Public Hearing and Ordinance of first reading to consider a Zoning Change - from Agricultural Ranch (A-R) to Commercial (C) for the property located near the northeast corner of SH 46 and Rudeloff Rd., Property ID: 121704, (ZC 02-26). - Pamela Centeno, Director of Planning and Codes

Attachments: [Staff Memo ZC 02_26](#)
[Planning Commissioner Report and agenda packet](#)
[ZC 02-26 Ordinance](#)
[ZC0226 ExhibitA CC](#)

8. **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. [26-032](#) Section 551.074 (Personnel Matter) regarding the Annual Evaluation of the City Manager and amending the Employment Agreement. - Mayor Donna Dodgen
- b. [26-038](#) Sections 551.071(2) (Consultation with legal Counsel) and 551.072 (deliberation regarding the Purchase and/or Value of Real Property) of the Texas Government Code, consultation with attorney/staff and deliberation regarding the purchase and/or value of real property associated with the Rudeloff Road Phase II Project in Guadalupe County, Texas. Possible action may follow in Open Session.

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

10. **Adjournment**

CERTIFICATE

I certify that the above notice of meeting was posted in the outside display case at the front of the Municipal Building, 210 E. Gonzales Street of the City of Seguin, Texas on the 28th day of January 2026 at 3:00 p.m.

Kristin Mueller
City Secretary

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

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



It's real.

City of Seguin

210 E. Gonzales Street
Seguin TX, 78155

Meeting Minutes

City Council

Tuesday, January 20, 2026

5:30 PM

Council Chambers

Public & Virtual

1. **Call to Order**

Mayor Dodgen called the meeting to order at 5:31 P.M.

2. **Invocation - Bishop Vincent James Sr., Sweet Home Baptist Church**

Mayor Dodgen gave the invocation in Bishop Vincent James Jr.'s absence.

3. **Pledge of Allegiance/Salute to the Texas Flag**

4. **Roll Call**

Excused: 1 - Councilmember John Carlsson

Present: 7 - Councilmember Joe Rea, Councilmember David Eveld, Councilmember Jim Lievens, Councilmember Paul Gaytan, Councilmember Monica N. Carter, Councilmember Bill Keller, and Councilmember Jason Biesenbach

Presiding: 1 - Mayor Donna Dodgen

5. **Hearing of Residents:**

Director of Economic Development Alora Wachholz declared that Seguin does so much for workforce training and introduced Workforce and Industry Manager Jessica Dersen. Mrs. Dersen explained that her main goal is to help build an active workforce in Seguin that will support the business community. She informed that they are hosting a job shadow program that will allow juniors and seniors from local high schools to shadow employees at local businesses. There are already 195 spots committed by local businesses and last year 127 students participated in the program. Additionally, she announced that they are hosting a Regional Job Fair on Wednesday, February 11th at the Seguin Coliseum. They had 750 job seekers attend last year, a record breaking amount. This year, there are 50 employers registered to participate already. Next, Mrs. Dersen reminded that there is another Ready, Set, Hired! event at the Seguin Library. They happen the third Wednesday of the month and this month the topic will be navigating your local job search in Seguin -- register ahead to attend. Lastly, Mrs. Dersen said the workinseguin.com website has launched and there are currently 129 available job postings.

Julian Leal, 849 Prexy Dr., declared that trees should be planted at Manuel C. Castilla Park because there are only 20-35 trees there. He informed that there were 140 seedlings planted at Park West, but none were planted at Manuel C. Castilla Park. He

opined that more children play at Manuel C. Castilla Park than they do at the other parks and declared that the City spends millions of dollars on drainage and sidewalks and suggested that the City get on the ball to get what is needed at Manuel C. Castilla Park.

Director of Engineering and Capital Projects Melissa Reynolds announced the City of Seguin has once again been fortunate to receive support and funding from AAMPO for two transportation improvement projects. The city received \$2,000,000 for transportation alternative improvements along US 90 Alternate and State Highway 46, including construction of concrete sidewalks and shared-use paths. The project will enhance pedestrian safety and access, including areas serving local school campuses and Texas Lutheran University. The Stempel Road Extension project was awarded \$18,889,774 to extend Stempel Road from Rudeloff Road to State Highway 123. The project includes roadway improvements, along with sidewalks, drainage improvements, and potential shared-use paths and intersection lighting to improve access and mobility in a rapidly developing area. These projects will enhance safety and walkability, relieve future congestion in high-growth areas, and help prepare our community for continued development.

Councilmember Biesenbach invited everyone to sign-up to participate in the Citizens Fire Academy, which will start again on April 7th. Participants get to know the local firefighters and learn about the day-to-day operations. Anyone interested in attending the Academy can sign up on the City's website.

Fire Chief Dale Skinner commented that several councilmembers have participated in the Citizens Fire Academy. Participants get to learn what firefighters do day in and day out and what they do with their funds. It is another outreach to help residents learn more about the firefighters that serve their community.

Mayor Donna Dodgen said that there are several entities that hold similar academy programs; the Police Department, the Guadalupe County Sheriff's Office and Elections Office, and the City holds Citizens UniverCity which starts this week. Mayor Dodgen also gave thanks to Councilmembers Biesenbach, Keller and Rea for helping to teach about local government to the 7th grade Barnes Middle School class. Additionally, she thanked Councilmember Biesenbach for officiating the marriage ceremony for the letters "q" and "u" for a local kindergarten class. Then, she reminded everyone that it is not too late to vote on America's Favorite hometown. Currently, Seguin is ranked #1 in the competition. She asked that everyone keep voting. Lastly, she commented that the Martin Luther King events march that happened yesterday as well as the events downtown this weekend were very well done and she announced that the fountain at Central Park is working again.

6. Presentation

a. [26-005](#) Annual Seguin Police Department 2025 Racial Profiling/Citizen Contact Report. - Jason Brady, Police Chief

Police Chief Jason Brady presented the annual Seguin Police Department Racial Profiling Report. He highlighted that the Department received no complaints of racial profiling or biased-based policing in 2025 and that the Department's policies are in compliance with State Law and the Texas Police Chief's Recognition Program.

Mayor Dodgen asked how long that the City of Seguin has been recognized by the program for being in compliance and Chief Brady answered about 12 years.

b. [26-008](#)

Presentation of the City's water supply alternatives for developing future water resources; - Timothy Howe, Director of Utilities and Darren Thompson, HDR

Utilities Director Tim Howe introduced Darren Thompson with HDR Engineering. Mr. Howe reminded that the City had hired HDR Engineering to study current water supply alternatives through the Schertz-Seguin Local Government Corporation (SSLGC) and compare these opportunities to the cost of participating in the GBRA WaterSecure project. He explained that HDR looked at all water supply opportunities and allocated a cost per acre foot to each opportunity.

Mr. Thompson explained that he analyzed the water available during a drought and the cost associated with it. He detailed the nine water management strategies and estimated costs for the four existing or proposed projects with SSLGC, if the City chose to develop the opportunities itself, and if they chose to participate in the GBRA WaterSecure Project. Mr. Thompson summarized that for 10,000 acre feet of water utilizing the SSLGC projects, the average cost per acre foot was \$1,041.

Councilmember Lievens asked what expected future usage of the Carrizo aquifer by other water utilities and Mr. Thompson answered that there are several using it and looking to use it; Canyon Regional, GBRA, Alliance Water, SAWS, etc. Councilmember Lievens asked if our water supply would be threatened by those other users and Mr. Thompson responded that there will be challenges. The current draw down is about 4' annually. Councilmember Lievens commented that the investment that the City made in wells is providing advantages. SSLGC Assistant General Manager Philip DeFrancesco said that there is a 4' annual draw down and the current depth is 1,200 feet. He said that the geologists do a great job of projecting levels. Utilities Director Tim Howe said that they regularly analyze water supplies so that they know what is in front of them and what can be developed. Because it can take as many as 10 years to prepare a new water resource, they have to start the process now.

Mayor Dodgen ensured that the City is constantly looking at it every few years. Mr. Thompson commented that the Schertz Seguin Local Government Corporation has positioned this area very well.

Mr. Thompson gave the described the other water opportunities. The estimated average cost per acre foot of each are:

Watersecure Project GRBA - \$3,780 - \$5,000 per acre foot, not including O&M

Direct Portable Reuse Project - \$2,527 per acre foot

Direct Reuse System - \$1,456 per acre foot

Post Oak Well -Wilcox Water - \$6,792 per acre foot

Councilmember Biesenbach questioned the importance of re-establishing the purple reuse line and Mr. Howe answered that because the City obtained a bed and banks permit, they are allowed to divert reuse back out of the river and use it again. Mr. Thompson said that the bed and banks water will grow over time.

City Manager Parker stated that another benefit of moving forward with the SSLGC projects is that the city can work with Schertz to be in control of when that project needs to come online and when the water is needed. The GBRA WaterSecure Project would need to be funded lightyears before the water is needed, affecting the tax rates of homeowners who do not need the water.

Mayor Dodgen asked if that meant residents would be paying for water long before it was needed and Mr. Parker responded affirmatively, saying the City would be in a position that they would have to find a buyer for the water they didn't need, which may prove difficult since other entities participating in the project could be in a similar situation.

Mr. Howe asked for direction on how to move forward and consensus was given to move forward with the SSLGC projects as necessary and that the City will not participate in the GBRA WaterSecure Project.

Tim would like direction. Mr. Howe stated that the City currently has enough water to last until 2080. Developing water opportunity allows the City to project that number out further or be in a better position to attract a higher demand user.

c. [26-016](#)

Presentation and possible discussion on Seguin ISD's and Navarro ISD's growth in the City of Seguin. - Jim Lievens, District 3 Councilmember

Councilmember Lievens informed that he last shared this type of data 2 years ago. He finds it interesting that in 2007 only 3% of the City of Seguin households were in Navarro ISD, currently there is 22%. Seguin is the 29th fastest growing city in the U.S. and according to the U-Haul growth report, Seguin is the 14th highest growth area in the U.S. In 2007, 9% of Navarro families lived in the Seguin city limits, but now 42% live inside the city limits, increasing its dependency on the City of Seguin.

Councilmember Lievens stated that the enrollment levels have doubled from 1,500 in 2007 to 3,000 this year and they are expected to double again in the next ten years. He explained that just since school has started, there has been 334 new students enrolled, equivalent to a 10% increase and 14 new classrooms. He said many attended the grand opening event for the new Navarro High School, and the Navarro South Elementary School is scheduled to open in fall of 2027. There are two bonds being planned; one for the reconfiguration of the existing elementary, middle, and junior high and one for a third elementary school. Councilmember Lievens said he believes the north side will continue to see accelerated growth because of the roads and infrastructure that has been developed. He said he predicts that there will be accelerated retail growth around I-10 and SH46. He thanked City Staff and City Council for what is currently being done to manage the growth. He also thanked the City for the master plans that have been done as well as the proposed park and fire station on the north side. He requested everyone have patience because of all the road construction and he asked that the SEDC and Planning and Codes Department help to encourage industrial and retail developers to develop on the north side. He declared that this is a crucial time in the history of city because we will not have this rate of growth again so it is crucial that we get it right.

7. **Consent Agenda**

Approval of the Consent Agenda

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

Excused: 1 - Councilmember Carlsson

Presiding: 1 - Mayor Dodgen

Aye: 7 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

- a. [26-001](#) Minutes of the January 6, 2026 City Council meeting.
These minutes were approved.
- b. [26-020](#) Check Report December 31, 2025 through January 13, 2026.
The Check Report was acknowledged.
- c. [26-013](#) Authorize the purchase of one new dump truck for Water Utilities Department from Doggett Freightliner in the amount of \$157,231.00; and declare an effective date. - Steven Purchase, Fleet Manager.
This Action Item was approved.
- d. [26-012](#) Authorizing the auction of excess vehicles and equipment and providing an effective date. - Steven Purchase, Fleet Manager
This Action Item was approved.
- e. [25-712](#) Resolution authorizing the submission of a Criminal Justice Grant (JAG) application seeking funding for a four-wheel drive police patrol vehicle. - Kate McCloud, Grants Administrator
This Resolution was approved.

Enactment No: 2026R-016
- f. [25-710](#) Resolution authorizing the submission of a General Victim Assistance (VOCA) grant application seeking continuing funding to assist all victims of crime and training for the Crime Victim Liaison. - Kate McCloud, Grants Administrator
This Resolution was approved.

Enactment No: 2026R-017
- g. [25-741](#) Resolution authorizing the submission of a Recreational Trails Grant Program application seeking funding to connect the Walnut Springs Trail to Max Starcke Park. - Kate McCloud, Grants Administrator
This Resolution was approved.

Enactment No: 2026R-018
- h. [26-011](#) Resolution authorizing the submission of a Genetic Genealogical DNA Analysis grant application seeking funding for forensic DNA testing, analysis, preservation and expert case review for six (6) unsolved cold homicide cases. - Kate McCloud, Grants Administrator

This Resolution was approved.

Enactment No: 2026R-019

- i. [25-740](#) Resolution authorizing the submission of a Juvenile Justice & Youth Diversion grant application seeking funding for a truancy reduction, intervention, and prevention program provided by Seguin Youth Services. - Kate McCloud, Grants Administrator

This Resolution was approved.

Enactment No: 2026R-020

- j. [25-742](#) Resolution authorizing the purchase of one Drum Pilot Line Winder for Electric Utilities and declaring an effective date. - Timothy Jay Howe, Director of Utilities

This Resolution was approved.

Enactment No: 2026R-021

- k. [25-660](#) Ordinance on second reading to consider the Voluntary Annexation of approximately 132.993 acres located at 3281 Cordova Rd, situated in the A M Esnaurizar Survey, Abstract 20, in Guadalupe County, Texas Property Ids. 55627 and 55628 (VAN10212025). - Pamela Centeno, Director of Planning & Codes

This Ordinance was adopted.

Enactment No: 2026-001

- l. [25-661](#) Ordinance on second reading to consider the Voluntary Annexation of approximately 50.650 acres located near the 1500 block of E Martindale Rd, situated in the M Cherino Survey, Abstract 10, in Guadalupe County, Texas Property Id. 52678 (VAN09162025). - Pamela Centeno, Director of Planning & Codes

This Ordinance was adopted.

Enactment No: 2026-002

- m. [ZC 22-25 CC](#) Ordinance on second reading to consider a Zoning Change from Agricultural-Ranch (A-R) to Single-Family Residential (R-2) for the property located at the 1700-1900 block of Rudeloff Rd., Property ID: 52806 (ZC 22-25). - Pamela Centeno, Director of Planning & Codes.

This Zoning Ordinance was adopted.

Enactment No: 2026-003

- n. [ZC 24-25 CC](#) Ordinance on second reading to consider a Zoning Change from Public (P) to Single-Family Residential (R-1) for the property located at the 700 block of Jefferson Ave., Property ID: 108755, (ZC 24-25). - Pamela

Centeno, Director of Planning & Codes.

This Zoning Ordinance was adopted.

Enactment No: 2026-004

- o. [ZC 26-25 CC](#) Ordinance on second reading to consider a Zoning Change from Public (P) to Neighborhood Commercial (NC) for a property located at 919 N. Guadalupe St., Property ID: 22893, (ZC 26-25). - Pamela Centeno, Director of Planning & Codes.

This Zoning Ordinance was adopted.

Enactment No: 2026-005

8. Action Items - Discussion and Possible Motion to Approve

- a. [ZC 21-25 CC](#) Ordinance on second reading to consider a Zoning Designation to Single Family Residential (R-1) for a 50.620-acre property located at the 1500 Block of E Martindale Rd, Property ID 52678, (ZC 21-25). - Pamela Centeno, Director of Planning & Codes.

Planning and Codes Director Pamela Centeno explained that this is the second reading of this zoning ordinance. It was not included in the Consent Agenda because the annexation must be approved before zoning can be established. This is for the rezoning of the 50 acres across from the Navarro Oaks subdivision. Mrs. Centeno stated that the Comprehensive Plan and the Future Land Use Plan supports residential development.

The conceptual layout for this development consists of 233 units, approximately 4.5 units per acre. Residents have voiced their concerns regarding increased traffic, sewer and water capacity, and wildlife.

Councilmember Lievens said he found it interesting that the Planning and Zoning Commission voted in favor 6 to 3 as it shows they also had a level of concern. He said that he is worried about traffic and the timing of construction, specifically exiting from Martindale Rd to SH123 without a light.

Councilmember Biesenbach asked if there was any conversation about the trees on the development and if the developer planned to keep them. Mrs. Centeno responded that the developer will keep some as some of them are protected. The developer will have to submit a tree plan to the City, but the developer has mentioned that they want to protect the big trees as it is a feature that is not common in new residential developments.

Councilmember Lievens asked if there are any spring fed ponds on this property and Mrs. Centeno answered that she could not speak to that.

Councilmember Keller said the property appeared to have two ponds on it and asked if the City would be able to make them keep it. Director of Engineering and Capital Projects said that, similar to traffic impact analysis, stormwater plans come after zoning. She clarified that the City does not have authority to require them to keep the ponds, that would be Texas Commission on Environmental Quality (TCEQ) that would regulate that. She said that the City does its best to preserve it by preserving drainage patterns. Councilmember Lievens asked since TCEQ has the responsibility of

regulating groundwater, will they look at it? And Mrs. Reynolds responded that they will not because it is not a protected area.

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

Excused: 1 - Councilmember Carlsson

Presiding: 1 - Mayor Dodgen

Aye: 7 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

- b. [ZC 23-25 CC](#) Ordinance on second reading to consider a Zoning Designation to Public (P) for a 132.993-acre property located at 3281 Cordova Rd, Property ID's 55627 and 55628 (ZC 23-25). - Pamela Centeno, Director of Planning & Codes.

Director of Planning and Codes Pamela Centeno explained that this is for the zoning for the proposed Texas State Technical college site. The second reading was not included on the Consent Agenda because annexation had to occur before zoning could be established.

A motion was made by Councilmember Gaytan, seconded by Councilmember Keller, that this Zoning Ordinance be adopted. The motion carried by the following vote:

Excused: 1 - Councilmember Carlsson

Presiding: 1 - Mayor Dodgen

Aye: 7 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

- c. [25-730](#) Public Hearing and Resolution adopting a Drainage Master Plan for the City of Seguin; and declaring an effective date. - Melissa Reynolds, PE, MPA, CFM - Director of Engineering and Capital Projects

Director of Engineering and Capital Projects Melissa Reynolds presented the Drainage Master Plan, highlighting that most of the July 2025 flooding was between a 25-50 year event. She explained that the plan focused on localized flooding, not riverine flooding. The plan determined that there were 29 problem areas in town, which were then divided into 16 project areas and 21 projects, totaling out to approximately \$63M in drainage need. The next steps would be to prioritize the projects and Capital Improvement Project plan for budgeting. She also informed that there is a flood awareness page on the City's website.

Mayor Dodgen opened the Public Hearing at 7:09 P.M.

There being no public comments, Mayor Dodgen closed the Public Hearing at 7:09 P.M.

Councilmember Biesenbach said that he worked with many of the residents on Leonard Lane after the flood. He said it is promising for those residents to see that it

wouldn't be millions and millions to help fix their issue. He also suggested that the project area extend one block on Bauer Street because once water runoff crosses over College Street, it doesn't have anywhere to go. Mrs. Reynolds informed that the project areas are preliminary, once they start surveying and have boots on the ground, the boundaries for projects may expand or water flow down the hill. knows when it crosses over College street, there is nowhere for it to go, one more block towards College street. Melissa preliminary, do survey and have boots on the ground, boundaries may expand or contract. Councilmember Biesenbach thanked Mrs. Reynolds for her wonderful work.

Mayor Dodgen said that this study made it apparent that the City does not have appropriate drainage and it needs to be fixed.

Councilmember Biesenbach asked how much money is left in the drainage fund and Mrs. Reynolds replied there is a little over \$2M in the fund but it changes daily as more development occurs but is also being spent on things like funding this plan.

Mayor Dodgen said that it was planned to use the fund to pay for the Drainage Master Plan.

City Manager Steve Parker stated that the fund accumulates approximately \$1-1.5M annually, but is also being used to hire a public works crew and equipment that will work on stormwater drains. He said that it is not feasible to issue \$63M in debt to correct it all at once. Staff will come up with a plan to correct it in phases.

Mayor Dodgen said that they are looking in other places for money and Mrs. Reynolds said now that they have a Drainage Master Plan it will make it easier to qualify and the regional flood planning group is initiating plans. Mayor Dodgen said it is similar to the AAMPO.

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

Excused: 1 - Councilmember Carlsson

Presiding: 1 - Mayor Dodgen

Aye: 7 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

d. [26-004](#)

Discussion and possible direction regarding trail rider events and horseback riding within and through the City of Seguin. - Rusty Suarez, Assistant Chief of Police

Assistant Police Chief Rusty Suarez explained how trail rides host by not local organizations that pass through Seguin have a large impact on City resources. With the growth of Seguin and increased traffic, large rides create safety risks, disrupts traffic, and increases personnel costs, especially if the trail ride occurs during weekends or peak event seasons. Assistant Chief Suarez said that the Department understands the cultural and historic significance of the trail rides, but would like to be able to establish permitting requirements, staffing limits, traffic control alternatives, and a fee schedule, so that they can continue to balance tradition with the responsibility to provide public safety to the community.

City Manager Steve Parker commented that when trail rides come through town, it often makes residents mad they have to wait, so they honk horns and create the potential to spook the horses. He would like to put a policy in place that addresses it. He said they are going to police the trail rides that come through this year, but the organizations have been given ample notice that there may be changes in the future. He said Seguin loves the culture and heritage, but it needs to be done safely and a plan is needed to be developed and a fee schedule designed that will allow for proper public safety. The intent of this agenda item was to update council on issue, see what the initial thoughts are about creating a fee and policy or if the City should just include it in the budget for overtime and do it anyway.

Mayor Dodgen commented that the issue is not residents, but those that are just passing through that are using City services and not paying for them. With a department that only has 6-8 officers on staff, taking 4 officers off patrol to guide a trail ride only leaves 4 patrolling officers.

Parks and Recreation Director Jack Jones commented that the trail riders do stay over night at the fairgrounds. Councilmember Lievens asked if the trail riders are spending money locally. Mr. Jones answered that they only pay \$100 per trail ride to stay overnight at the fairgrounds. Councilmember Lievens then asked if they clean up after themselves and Mr. Jones replied that is why there is the \$100 charge.

Mayor Dodgen said she believes there are less and less horses each year, but that is not the point. The point is that residents are paying for outside organizations to have service and safety.

Mayor Pro Tem Carter commented that she thinks it is good to bring it up at this time. She said she would like to see what other municipalities are doing. She suggested that the Police Department create a policy and Councilmember Biesenbach agreed.

Mayor Dodgen received consensus to give the direction to Assistant Chief Suarez to create a policy and bring it back to City Council for consideration. She reiterated that this would not take effect this year, but would be proposed for a future year.

e. [26-017](#)

Resolution authorizing the City Manager to execute a Professional Service Agreement between the City of Seguin and Fitzpatrick Design Construction Services Group, LLC (FDCS), related to the design phase of the construction of fire station #4; and declaring an Effective Date. - Dale Skinner, Fire Chief

Fire Chief Dale Skinner declared that it is an exciting day for him because he is 10 years into his 5 year plan and is excited for the construction of Fire Station #4. Building a new fire station is a complex and mission-critical project that must support emergency response operations, firefighter safety, and long-term community needs. Fire stations are highly specialized facilities that require careful coordination among architectural, engineering, and public safety stakeholders to ensure that operational requirements, regulatory standards, and budget constraints are fully addressed. Given this complexity, hiring an Owner's Representative is essential to protect the interests of the City throughout the design process. Chief Skinner said that an Owner's Representative serves as the City's dedicated advocate and technical advisor, providing expertise that bridges the gap between the owner, design professionals, and other stakeholders.

Chief Skinner said that Fitzpatrick Design and Construction Services comes highly

recommended by his peers and has been selected to serve as an Owner Representative for the design phase of Fire Station #4. This agreement, in the amount of \$180,000, would cover to the construction phase of the project.

City Manager Steve Parker noted that owners representatives provide checks and balances between the architect and developer, and helps to ensure that the City gets the right project. They help find ways to save money, lowers the number of change orders, and often times almost pay for their services by finding ways to save money.

Chief Skinner mentioned that the Fire Chief in Rowlett said that the owners representative helped them save enough money that they were able to build another building with the amount saved. Chief mentioned that the timeline for this project is 20-24 months.

Councilmember Biesenbach commented that he and his wife Jackie are both Fire Academy Alumni. He mentioned that firefighters are more susceptible to cancer. He said that Jackie had the idea to include sauna therapy in the new fire station as it is said to have health benefits. He said that the estimated cost to incorporate would be \$10-20k and he would love to see the idea explored. Chief Skinner replied that he did look into it, but there is not science to prove it is effective. He said occupational cancer is the #1 killer in firefighters today. Cancer prevention has been slow to be addressed, but it has been in recent years, with the start of annual testing, cancer screening, and physicals for fire fighters. He also said reducing exposure is being considered in the design of buildings by having air locks and shower access from the bays. He said that staying up on the latest technology is important and taking the square footage to make a sauna is a concern and the question becomes is the bang work the buck.

Mayor Dodgen commented that there should be an area reserved the Police Department in the new building and Chief Skinner said yes they are planning to do that so that they have a place to do reports. It makes sense because of its location on the north side. Chief Skinner joked that they would give the Police Department a closet.

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

Excused: 1 - Councilmember Carlsson

Presiding: 1 - Mayor Dodgen

Aye: 7 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

f. [26-009](#)

Resolution authorizing the City Manager to execute an amendment to the Exclusive Franchise Agreement for residential solid waste collection with Waste Connections Lone Star, Inc. to add Household Hazardous Waste Services; providing for a monthly Household Hazardous Waste Service Charge; and providing an effective date. - Rick Cortes, Deputy City Manager

Deputy City Manager Rick Cortes informed that there have been two garbage truck fires and one fire at Post Oak Landfill due to lithium batteries. Lithium batteries are

considered hazardous waste and should not be disposed of with regular solid waste. The Solid Waste Committee looked for ways to mitigate this problem as well as provide a household hazardous waste solution to residents. Mr. Cortes said that the proposed solution is to have Waste Connections LLC, through Household Hazardous Waste Solutions, LLC., provide weekly household hazardous waste service to residents. Household Hazardous Waste Solutions, LLC currently serves 22 communities throughout Texas, including Schertz, Selma, and Balcones Heights. Since they started service in July, they have collected 18,000lbs of hazardous waste from Schertz. The added service would run concurrent with the existing residential solid waste agreement and at its expiration the City can determine if they want to continue service or not. The cost for this added service is \$1.50 per month per household. Mr. Cortes reminded that the City paid approximately \$100k for one hazardous waste clean-up event last year.

City Manager Steve Parker commented that protecting ground water is important. Without an option to dispose of hazardous waste, residents will pour it out on the ground. He also mentioned that the hazardous waste clean-up event ran out of money at 10:30am with a very long line, and even after finding more money to continue the event until noon, they still had to cut the line off early. He said he believes it is a service that the community really wanted and is a good use of city resources. He said that residents would only have to schedule a pick-up through the app or by calling in the request.

Mayor Dodgen said the City received a grant to be able to host the hazardous waste event, which isn't guaranteed to get. And all the money was spent by 10:30am and the line was still 1.5 miles long. She also said staff worked all day and the amount spent did not include staff time. Additionally, Mayor Dodgen mentioned that the last clean-up event is what caused the fire at Post Oak Landfill because someone threw away a lithium battery that caught fire. She said the main component of this is educating the community so that they know the program exists and how to use it.

Deputy City Manager Cortes informed that when he went to dispose of LED light bulbs, they company taking them chose \$8-10 per light bulb to recycle them.

Public Works Director Adam Rossing said he was told by his staff of the long lines at the household hazardous waste clean up event and he feels like this is a very good solution to give residents a place to dispose of hazardous waste.

Councilmember Biesenbach said to think about all the things that get thrown away that is hazardous. he agreed that availability and education are important.

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

Excused: 1 - Councilmember Carlsson

Presiding: 1 - Mayor Dodgen

Aye: 7 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

g. [26-010](#)

Ordinance on first reading amending the Seguin Code of Ordinances, Appendix C - Fee Schedule, Chapter 86, Solid Waste, to add a

Household Hazardous Waste Service and associated monthly per-household fee; providing for implementation through the City's Solid Waste Franchise Agreement; providing a severability clause; providing for publication; providing an effective date; and authorizing City Staff to submit this Ordinance as a supplement to the Seguin Code of Ordinances. - Rick Cortes, Deputy City Manager

Deputy City Manager Rick Cortes informed that this is the ordinance that would add the \$1.50 household hazardous waste fee to the City's fee schedule.

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

Excused: 1 - Councilmember Carlsson

Presiding: 1 - Mayor Dodgen

Aye: 7 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

9. Closed Session

Mayor Dodgen convened into Closed Session at 7:46 P.M.

- a. [26-015](#) Section 551.087 (Deliberation Regarding Economic Development Negotiations) 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 related to Project Vast. Possible action may follow in Open Session.

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

Mayor Dodgen reconvened into Closed Session at 8:04 P.M.

- a. **26-035** Authorize the City Manager to execute an Economic Development Agreement between the City of Seguin and A-L97 IH-10-SH46, L.P., a Texas Limited Partnership, as presented in Closed Session.

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

Excused: 1 - Councilmember Carlsson

Presiding: 1 - Mayor Dodgen

Aye: 7 - Councilmember Rea, Councilmember Eveld, Councilmember Lievens, Councilmember Gaytan, Councilmember Carter, Councilmember Keller, and Councilmember Biesenbach

11. Adjournment

Mayor Dodgen adjourned the meeting at 8:05 P.M.

Donna Dodgen, Mayor

ATTEST:

Kristin Mueller, City Secretary



CITY OF SEGUIN

It's real.

Check Report

By Check Number

Date Range: 01/14/2026 - 01/28/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: 1F-COS Pooled Cash						
00-3329	ALL TEX PIPE & SUPPLY	01/23/2026	EFT	0.00	190.12	23502
00-2767	AMERICAN LUBE SUPPLY	01/23/2026	EFT	0.00	5,420.03	23503
00-6220	AMERICAN NATIONAL LEASING COMPANY	01/23/2026	EFT	0.00	131,489.89	23504
00-5295	ANIXTER INC	01/23/2026	EFT	0.00	3,102.66	23505
00-5413	ARBER INC.	01/23/2026	EFT	0.00	925.49	23506
00-4827	ASSOCIATED CONSTRUCTION PARTNERS LTD	01/23/2026	EFT	0.00	272,056.25	23507
00-3920	AUSTIN ARMATURE WORKS, LP	01/23/2026	EFT	0.00	49,931.64	23508
00-2378	AUTOWORX	01/23/2026	EFT	0.00	3,032.80	23509
00-3973	BASELINE CORPORATION	01/23/2026	EFT	0.00	12,000.00	23510
00-9440	BERRY, NIKKI	01/23/2026	EFT	0.00	139.00	23511
00-4068	BOOT BARN INC	01/23/2026	EFT	0.00	240.00	23512
00-4318	BRADY INDUSTRIES OF TEXAS, LLC A BRADYPLU	01/23/2026	EFT	0.00	5,626.08	23513
00-4516	BRINKLEY SARGENT WINGTON ARCHITECTS, INC	01/23/2026	EFT	0.00	7,500.00	23514
00-1542	BRODART CO.	01/23/2026	EFT	0.00	135.79	23515
00-3658	C J HENSCH & ASSOCIATES INC	01/23/2026	EFT	0.00	1,150.00	23516
00-1147	CAPITOL BEARING SERVICE OF AUSTIN INC	01/23/2026	EFT	0.00	4,807.88	23517
00-906	CARTER'S TIRE CENTER	01/23/2026	EFT	0.00	1,041.95	23518
00-27	CARTER'S TIRE CENTER INC	01/23/2026	EFT	0.00	656.84	23519
00-5070	CASH CONSTRUCTION COMPANY INC.	01/23/2026	EFT	0.00	41,144.50	23520
00-4879	CASO DOCUMENT MANAGEMENT, INC.	01/23/2026	EFT	0.00	12,610.00	23521
00-1053	CDW GOVERNMENT LLC	01/23/2026	EFT	0.00	13,434.27	23522
00-3505	CINDY'S ALTERATIONS	01/23/2026	EFT	0.00	336.00	23523
00-4160	COMAL SUPPLY	01/23/2026	EFT	0.00	260.00	23524
00-4494	CORE & MAIN	01/23/2026	EFT	0.00	980.00	23525
00-4721	CRAWFORD ELECTRIC SUPPLY INC	01/23/2026	EFT	0.00	523.33	23526
00-3445	D H PACE CO INC	01/23/2026	EFT	0.00	1,755.04	23527
00-11054	DANA SAFETY SUPPLY	01/23/2026	EFT	0.00	1,413.20	23528
00-1604	DELL MARKETING LP	01/23/2026	EFT	0.00	13,604.48	23529
00-3027	DIETZ TRACTOR COMPANY	01/23/2026	EFT	0.00	137.71	23530
00-3497	EDUCATION SERVICE CENTER, REGION 20	01/23/2026	EFT	0.00	170.00	23531
00-3687	ELLIOTT ELECTRIC SUPPLY INC	01/23/2026	EFT	0.00	4,997.92	23532
00-9482	ESTRADA, ELIJAH	01/23/2026	EFT	0.00	122.79	23533
00-57	EWALD KUBOTA, INC	01/23/2026	EFT	0.00	67.70	23534
00-3975	FERGUSON US HOLDINGS, INC	01/23/2026	EFT	0.00	2,151.36	23535
00-2377	FLYING T ENTERPRISES LLC	01/23/2026	EFT	0.00	175.00	23536
00-3029	FREET DATA SOLUTIONS INC	01/23/2026	EFT	0.00	38,487.20	23537
00-476	G A POWERS CO LLC	01/23/2026	EFT	0.00	13,021.72	23538
00-3591	GENSERVE LLC	01/23/2026	EFT	0.00	500.00	23539
00-361	GRAYBAR ELECTRIC CO INC	01/23/2026	EFT	0.00	3,785.46	23540
00-4774	GRIFFITH FORD SEGUIN, LLC	01/23/2026	EFT	0.00	523.49	23541
00-4036	GTS TECHNOLOGY SOLUTIONS INC	01/23/2026	EFT	0.00	145.80	23542
00-4409	GUERRA UNDERGROUND, LLC	01/23/2026	EFT	0.00	62,540.16	23543
00-9436	HAJEK, JUSTIN	01/23/2026	EFT	0.00	139.00	23544
00-9295	HAJEK, LINDSAY	01/23/2026	EFT	0.00	253.00	23545
00-3636	HDR ENGINEERING INC	01/23/2026	EFT	0.00	8,806.47	23546
00-6237	HOERMANN, SHARON	01/23/2026	EFT	0.00	508.50	23547
00-3513	HYDRAULICS OF TEXAS	01/23/2026	EFT	0.00	1,225.00	23548
00-4978	I AM MOWING LLC	01/23/2026	EFT	0.00	1,486.25	23549
00-3640	IMPACT PROMOTIONAL SERVICES LLC	01/23/2026	EFT	0.00	3,447.45	23550
00-790	INDUSTRIAL DISPOSAL SUPPLY COMPANY	01/23/2026	EFT	0.00	546.08	23552
00-2256	INFOSEND INC	01/23/2026	EFT	0.00	9,392.20	23553
00-1389	INGRAM LIBRARY SERVICES, INC	01/23/2026	EFT	0.00	2,200.84	23554
00-4176	INTERNATIONAL DATA BASE CORP.	01/23/2026	EFT	0.00	6,895.85	23555
00-11060	J.L. MATTHEWS COMPANY	01/23/2026	EFT	0.00	500.70	23556

Check Report

Date Range: 01/14/2026 - 01/28/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00-3807	K FRIESE & ASSOCIATES INC	01/23/2026	EFT	0.00	2,092.50	23557
00-788	KBS ELECTRICAL DISTRIBUTORS, INC.	01/23/2026	EFT	0.00	12,888.00	23558
00-4082	KIWANIS INTERNATIONAL, KIWANIS CLUB OF SE	01/23/2026	EFT	0.00	400.00	23559
00-3194	KRIEWALDT, MICHAEL	01/23/2026	EFT	0.00	19,382.44	23560
00-5791	LIBRARY IDEAS, LLC	01/23/2026	EFT	0.00	796.57	23561
00-3035	Lonestar Forklift 2017 USA Inc	01/23/2026	EFT	0.00	340.00	23562
00-2681	M & S ENGINEERING LLC	01/23/2026	EFT	0.00	497.50	23563
00-3464	MONTANA MA	01/23/2026	EFT	0.00	190.00	23564
00-5750	NICHOLS, WILLIAM	01/23/2026	EFT	0.00	149.80	23565
00-4642	NOREGON SYSTEMS, LLC	01/23/2026	EFT	0.00	7,198.00	23566
00-3642	NORTH AMERICA FIRE EQUIPMENT CO INC	01/23/2026	EFT	0.00	1,253.54	23567
00-3794	ODP BUSINESS SOLUTIONS, LLC	01/23/2026	EFT	0.00	892.19	23568
00-5636	ONLINE INFORMATION SERVICES INC	01/23/2026	EFT	0.00	1,537.88	23569
00-81	O'REILLY AUTO PARTS	01/23/2026	EFT	0.00	4,845.78	23570
00-2974	PAPE-DAWSON CONSULTING ENGINEERS, LLC	01/23/2026	EFT	0.00	99,544.00	23572
00-122	PATHMARK TRAFFIC PRODUCTS OF TEXAS, INC.	01/23/2026	EFT	0.00	3,606.50	23573
00-3439	PERDUE BRANDON FIELDER COLLINS & MOTT L	01/23/2026	EFT	0.00	4,806.11	23574
00-1298	PROFESSIONAL TURF PRODUCTS LP	01/23/2026	EFT	0.00	6,360.00	23575
00-4247	PVS DX INC	01/23/2026	EFT	0.00	2,001.00	23576
00-4585	QUIDDITY ENGINEERING, LLC	01/23/2026	EFT	0.00	29,365.49	23577
00-98	R D OFFUTT CO	01/23/2026	EFT	0.00	3,274.01	23578
00-9270	RANGEL, GABRIELLA	01/23/2026	EFT	0.00	1,101.80	23579
00-9306	SALAMANCA, JULIE	01/23/2026	EFT	0.00	451.96	23580
00-9043	SALINAS, MYRA	01/23/2026	EFT	0.00	253.14	23581
00-5929	SAN ANTONIO BELTING & PULLEY CO., INC.	01/23/2026	EFT	0.00	1,168.74	23582
00-1586	SEGUIN YOUTH SERVICES	01/23/2026	EFT	0.00	13,846.14	23583
00-2500	ServiceWear Apparel Inc	01/23/2026	EFT	0.00	2,676.92	23584
00-4682	SHANAFELT, LLC	01/23/2026	EFT	0.00	948.00	23585
00-3726	SOUTHERN TIRE MART LLC	01/23/2026	EFT	0.00	5,636.08	23586
00-4622	SPRINGS HILL SPECIAL UTILITY DISTRICT	01/23/2026	EFT	0.00	6,840.68	23587
00-4364	STUART C IRBY CO.	01/23/2026	EFT	0.00	733.85	23588
00-5493	T7 Enterprises	01/23/2026	EFT	0.00	816.50	23589
00-9348	TAFT, ERICA	01/23/2026	EFT	0.00	139.00	23590
00-5577	TAKKT AMERICA HOLDINGS (39-1599078)	01/23/2026	EFT	0.00	2,601.40	23591
00-594	TECHLINE, INC	01/23/2026	EFT	0.00	1,550,506.91	23592
00-3518	TEXAS MATERIALS GROUP INC	01/23/2026	EFT	0.00	4,784.21	23593
00-4933	THOMSON REUTERS-WEST	01/23/2026	EFT	0.00	78.00	23594
00-4215	TRC ENGINEERS, INC.	01/23/2026	EFT	0.00	173,533.86	23595
00-3601	TRIHYDRO CORPORATION	01/23/2026	EFT	0.00	13,411.50	23596
00-5524	TURBO TECHNOLOGIES INC	01/23/2026	EFT	0.00	4,990.00	23597
00-11343	VAZQUEZ, JOSEPH	01/23/2026	EFT	0.00	96.00	23598
00-4349	WARD, GETZ AND ASSOCIATES, PLLC	01/23/2026	EFT	0.00	32,525.36	23599
00-3936	SAFE SOFTWARE INC	01/14/2026	Regular	0.00	2,375.00	160032
00-213	ALTEC INC	01/23/2026	Regular	0.00	5,305.84	160045
00-5	ANDERSON MACHINERY SAN ANTONIO	01/23/2026	Regular	0.00	13,250.00	160046
00-4496	APEX GLASS & MIRROR	01/23/2026	Regular	0.00	374.00	160047
00-4390	AT&T	01/23/2026	Regular	0.00	1,377.99	160048
00-5221	B & H FOTO & ELECTRONICS CORP.	01/23/2026	Regular	0.00	1,195.27	160049
00-6246	BENMARK SUPPLY COMPANY, INC.	01/23/2026	Regular	0.00	1,635.00	160050
00-3388	ZOLL, BLANCA	01/23/2026	Regular	0.00	829.50	160051
00-5564	CANON FINANCIAL SERVICES, INC.	01/23/2026	Regular	0.00	3,186.33	160052
00-5866	CINTAS CORPORATION	01/23/2026	Regular	0.00	34.63	160054
00-2348	CRUNK, HOWARD E	01/23/2026	Regular	0.00	2,637.00	160055
00-5830	DOGGETT FREIGHTLINER OF S TEXAS LLC	01/23/2026	Regular	0.00	293.34	160056
00-8722	DULLNIG, DARRELL	01/23/2026	Regular	0.00	2,000.00	160057
00-344	FEDERAL EXPRESS CORPORATION	01/23/2026	Regular	0.00	3.10	160058
00-3864	FERGUSON US HOLDINGS, INC	01/23/2026	Regular	0.00	2,083.86	160059
00-11344	FLORES, ELISA	01/23/2026	Regular	0.00	70.00	160060
00-2175	FORTILINE WATERWORKS	01/23/2026	Regular	0.00	1,219.86	160061
00-360	GRAINGER PARTS OPERATIONS-S.A.	01/23/2026	Regular	0.00	1,090.05	160062
00-4976	GRANITE DEFENSE & TECHNOLOGIES LLC	01/23/2026	Regular	0.00	1,081.98	160063

Check Report

Date Range: 01/14/2026 - 01/28/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00-74	GUADALUPE BLANCO RIVER AUTH.	01/23/2026	Regular	0.00	16,083.33	160064
00-4278	GUADALUPE COUNTY HOSPITAL BOARD	01/23/2026	Regular	0.00	857.50	160065
00-145	GUADALUPE MEDIA LTD	01/23/2026	Regular	0.00	199.00	160066
00-76	GUADALUPE VALLEY EL CO-OP INC.	01/23/2026	Regular	0.00	200.00	160067
00-9495	HERNANDEZ, JOSE GABRIEL JR	01/23/2026	Regular	0.00	210.00	160068
00-4611	HUDEC, NATALIE	01/23/2026	Regular	0.00	7,650.00	160069
00-88	INGRAM READYMIX INC.	01/23/2026	Regular	0.00	1,270.00	160070
00-102	LOWER COLORADO RIVER AUTHORITY	01/23/2026	Regular	0.00	8,955.00	160071
00-3396	MIDWEST TAPE	01/23/2026	Regular	0.00	41.98	160072
00-2464	NORTHWEST LINEMAN COLLEGE	01/23/2026	Regular	0.00	8,850.00	160073
00-131	PRIESTER-MELL & NICHOLSON INC.	01/23/2026	Regular	0.00	19,934.10	160074
00-3248	SCHERTZ-SEGUIN LOCAL	01/23/2026	Regular	0.00	286,239.42	160075
00-5014	SCHNEIDER ENGINEERING, LLC	01/23/2026	Regular	0.00	5,004.37	160076
00-103	SEGUIN CHEVROLET	01/23/2026	Regular	0.00	527.06	160077
00-6252	SEGUIN TEXAS THEATRE	01/23/2026	Regular	0.00	500.00	160078
00-547	SHERWIN-WILLIAMS	01/23/2026	Regular	0.00	50.44	160079
00-4853	TALX UC EXPRESS	01/23/2026	Regular	0.00	1,187.97	160080
00-3215	TEXAS COMM. ON ENVIRONMENTAL QUALITY	01/23/2026	Regular	0.00	200.00	160081
00-3089	TEXAS ELECTRIC COOPERATIVES, INC.	01/23/2026	Regular	0.00	86,843.46	160082
00-5372	TEXAS TRAVEL INDUSTRY ASSOCIATION	01/23/2026	Regular	0.00	500.00	160083
00-153	THE SEGUIN GAZETTE-ENTERPRISE	01/23/2026	Regular	0.00	180.00	160084
00-153	THE SEGUIN GAZETTE-ENTERPRISE	01/23/2026	Regular	0.00	4,727.91	160085
00-153	THE SEGUIN GAZETTE-ENTERPRISE	01/23/2026	Regular	0.00	180.00	160086
00-5898	VOIANCE LANGUAGE SERVICES, LLC.	01/23/2026	Regular	0.00	69.36	160087
00-653	VULCAN CONSTRUCTION MATERIALS, LP	01/23/2026	Regular	0.00	5,337.74	160088
00-6215	WASTE CONNECTIONS OF TEXAS	01/23/2026	Regular	0.00	234,314.58	160089
00-2036	XEROX BUSINESS SOLUTIONS SOUTHWEST	01/23/2026	Regular	0.00	2.75	160090
00-2036	XEROX BUSINESS SOLUTIONS SOUTHWEST	01/23/2026	Regular	0.00	38.67	160091
00-179	XEROX FINANCIAL SERVICES LLC	01/23/2026	Regular	0.00	140.57	160092
00-179	XEROX FINANCIAL SERVICES LLC	01/23/2026	Regular	0.00	226.00	160093
00-179	XEROX FINANCIAL SERVICES LLC	01/23/2026	Regular	0.00	419.00	160094
00-179	XEROX FINANCIAL SERVICES LLC	01/23/2026	Regular	0.00	131.00	160095
00-179	XEROX FINANCIAL SERVICES LLC	01/23/2026	Regular	0.00	226.00	160096
00-3942	ZUNIGA, THOMAS	01/23/2026	Regular	0.00	160.00	160097

Bank Code 1F Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	95	53	0.00	731,499.96
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	275	96	0.00	2,766,296.25
	370	149	0.00	3,497,796.21

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	95	53	0.00	731,499.96
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	275	96	0.00	2,766,296.25
	370	149	0.00	3,497,796.21

Fund Summary

Fund	Name	Period	Amount
900	COS POOLED CASH	1/2026	3,497,796.21
			3,497,796.21

CITY OF SEGUIN

To: City Council
From: Susan Caddell, Director of Finance
Date: January 27, 2026
Subject: Occupancy Tax Reports for Quarter Ended December 31, 2025



It's real.

Historical Background

During the FY26 budget process, several organizations were approved for occupancy tax funding. As part of the requirement to receive funding, these organizations were to enter into a contract with the City of Seguin to delegate the use of these funds. Those contracts were approved at the October 21, 2025 City Council meeting. Another requirement for funding is the organizations must present quarterly reports of their activities. Those reports are attached. All the reports seem to be in compliance with state regulations and agreements. In Section II of each agreement, the contracts require the organizations to hold their events or functions in order to be eligible for funding. If the events or functions are not held, the funding to the civic organizations will be reduced accordingly. Each contract also stipulates that an organization cannot be reimbursed more than what they expended.

During the last quarter, the Fields of Huber Ranch held several tournaments. In addition, the Seguin Heritage Museum is based upon keeping the museum open to the public and no specific event, their requirement was just to keep the doors open to the public. They continued to stay open. Also, in their agreement, additional funding was provided to help pay for increased staffing. Over the last quarter, organizations held some events or other activities according to their contracts. Seguin Conservation Society held their Holiday Home Tour. Mid-Texas Symphony held the Rach2 and Firebird Concert and Teatro de Artes held activities during Hispanic Heritage Month including Dia de los Muertos, Pecanfest events and the Juan Seguin Celebration. Seguin Art League held their Yulefest and Guadalupe County Fair Association held their rodeo.

Action Requested

City Council must approve these reports and quarterly disbursements.

Staff Recommendation

Staff recommends funding to Seguin Conservation Society, Mid-Texas Symphony, Teatro de Artes de Juan Seguin, the Guadalupe County Fair Association, the Seguin Art League, the Fields of Huber Ranch, and the Seguin Heritage Museum.

ATTACHMENTS

Quarterly reports from civic organizations for the quarter ended December 31, 2025.

Seguin Conservation Society Quarterly Occupancy Tax Report

Quarter Ended December 31, 2025

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
AMBK - General Fund (#11106622)								
Hotel / Motel Fund								
Check	10/01/2025	ACH	Twineavor	Website Maintenance	Advertising		40.00	-12,684.81
Check	10/31/2025	1930	Jerry Regalado	Property Repairs	Improvements to Properties		232.32	-12,724.81
Check	11/01/2025	ACH	Twineavor	Website Maintenance	Advertising		40.00	-12,957.13
Check	12/01/2025	ACH	Twineavor	Website Maintenance	Advertising		40.00	-12,997.13
Deposit	12/19/2025			Deposit	Hotel / Motel Income	2,625.00		-13,037.13
Check	12/31/2025	ACH	SEGUIN TEXAS THEATRE	Reimbursement - Concord Theatricals / Broadway Licensing	Advertising		1,314.00	-10,412.13
Check	12/31/2025	ACH	SEGUIN TEXAS THEATRE	Reimbursement - Concord Theatricals / Broadway Licensing	Advertising		3,124.00	-11,726.13
Check	12/31/2025	ACH	SEGUIN TEXAS THEATRE	Reimbursement - Guadalupe Printing Solns	Printing Expense		2,269.08	-14,850.13
Total Hotel / Motel Fund						2,625.00	7,059.40	-17,119.21
Total AMBK - General Fund (#11106622)						2,625.00	7,059.40	-17,119.21
TOTAL						2,625.00	7,059.40	-17,119.21

"Attachment A"

QUARTERLY HOTEL OCCUPANCY TAX REPORT FORM
Mid-Texas Symphony Society, Inc.
FOR QUARTER ENDED December 31, 2025

Beginning Balance as of 10/1/2025 \$ 44.50
This should equal the ending balance of the preceding quarter

Revenues:
Include occupancy tax money received from City of Seguin \$ 1,657.75

Total Revenues: \$ 1,657.75

Expenditures:
Include only funds spent from money received from City of Seguin.
These expenditures must meet requirements in Texas Tax Code Section 351.101

Total Expenditures: \$ -
This total should equal the "Total Expenditures" on the Disbursements Journal for the same quarter.

Net Revenues (Expenditures) \$ 1,657.75

Ending Balance as of 12/31/2025 \$ 1,702.25

Seguin Guadalupe County Hispanic Chamber of Commerce

971 West Court Street Seguin, Texas 78155

Phone: 830 372-3151 Fax: 830-372-9499 e-mail: hcoc@sbcglobal.net

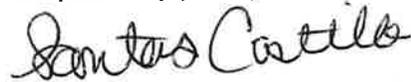
January 02, 2026

Ms. Susan Caddell
Director of Finance
City of Seguin
P. O. Box 591
Seguin, TX 78156-0591

Dear Ms. Caddell:

Enclosed herein is the Seguin Guadalupe County Hispanic Chamber of Commerce's Occupancy Tax Quarterly Report for the period ending December 31, 2025, as required by the City of Seguin.

Respectfully yours,



Seguin Hispanic Board of Directors-Secretary

QUARTERLY HOTEL OCCUPANCY TAX REPORT FORM

FOR QUARTER ENDED: December 31, 2025

ORGANIZATION INFORMATION

Date: January 3, 2026

Name of Organization: Seguin Guadalupe County Hispanic Chamber of Commerce

Address: 971 West Court Street

City, State, Zip: Seguin, Texas 78155

Contact Person: Santos Castillo

Contact Phone No: 830-372-3151

PROJECT OR EVENT

Name of Event or Project: There were no Occupancy funded events held in the Quarter ending December 31, 2025.

FIRST COMMERCIAL BANK

This should equal the balance of the preceding quarter.

Account Balance as September 30, 2025: \$ 195.74

Revenues

October 2025	NONE	
November, 2025	NONE	
December, 2025	NONE	
Total Revenues		
Total Combined Balance		\$ 195.74

EXPENDITURES

Include only funds spent from money received from City of Seguin.

These expenditures must meet requirements in Texas Tax Code Section 351.101

Date- 2025	Check #	Paid To	For	Amount
October				
November				
December				
Total Expenditures: 0				
Account Balance as December 31,2025: \$ 195.74				

This total should equal the "Total Expenditures" on the Disbursement Journal for the same Quarter.

Post Event Report Form

There were one events funded with Occupancy Funding during the Quarter ending December 31,2025



SEGUIN HERITAGE MUSEUM

114 N River Street • Seguin, Texas 78155

January 22, 2026

To: Ms. Susan Caddell
Director of Finance
City of Seguin
North River Street
Seguin, TX 78155

Dear Ms. Caddell:

We hereby enclose our quarterly report for the Hotel Occupancy Tax Report for the quarter ending 31 December 2025. We are still having ongoing problems with QuickBooks online version. Corrections have been made in red ink.

I would appreciate hearing your comments about anything that seems amiss or incomplete.

Respectfully submitted,


Susie Sulaica

Office Manager

830-372-0965

210-844-3303 cell

QUARTERLY HOTEL OCCUPANCY TAX REPORT FORM

FOR QUARTER ENDED 31 December 2025

Beginning Balance as of 1 October 2025 **(\$4,904.)**

This should equal the ending balance of the preceding quarter.

Revenues:

Include occupancy tax money received from City of Seguin

United Way Fund	\$ 1,760.
City of Seguin	\$ 6,500.
Membership/Admission/Sales	<u>\$ 4,282.</u>

Total Revenues: **\$12,542.**

Expenditures:

Include only funds spent from money received from City of Seguin.

Must meet requirements in Texas Tax Code Sect 351.101

See attached printout of checks written during period.

Total Expenditures: **\$17,205.**

This total should equal the total on the Disbursements Journal for the same quarter.

Net Revenues less Expenditures): **(\$4,663.)**

Ending Balance as of 31 Dec. 2025 **(\$ 241.)**

Expenses by Vendor Summary

Seguin - Guadalupe County Heritage Museum
October-December, 2025

Vendor	Total
	10.64
Adobe	4,109.69
ADP	560.00
Alex Thompson	44.36
Amazon Marketplace	80.25
Angel Pest Control	69.49
Apache Disposal	46.96
Avast	90.00
Brawner, Donna R.	190.91
Centerpoint Energy	1,530.44
City of Seguin	35.76
DirectTV	63.66
EventGroove	11.84
HEB	275.40
Izone Imaging	2,500.00
John R. Martin	100.00
Kaleb Embrey	2,600.00
Lane, Carol S.	52.96
Office Depot	525.00
Rogers, Hope	54.68
Rosie's Pizza	250.00
Seguin Area Cmty Foundation	50.00
Seguin Fire Department	5.45
SEGUIN GUADALUPE HERITAGE MUSEUM	780.00
Seguin Print Shop	69.26
SimpliSafe	160.74
Spectrum Business	2,398.16
State Farm	40.14
Susan Sulaica	6.00
Tech Soup Global	1/2

Cash Basis Thursday, January 22, 2026 12:01 PM GMT-06:00

Expenses by Vendor Summary

Seguin - Guadalupe County Heritage Museum
October-December, 2025

Vendor	Total
US Postal Service	139.00
Washington Print Solutions	353.71
TOTAL	\$17,204.50

Transaction List by Vendor
 Seguin - Guadalupe County Heritage Museum
 October-December, 2025

Date	Transaction type	Num	Posting (Y/N)	Memo/Description	Account full name	Amount
Adobe						
10/13/2025	Expense		Yes		Card Service Center	5.32
11/14/2025	Expense		Yes		Card Service Center	5.32
Total for Adobe						\$10.64
ADP						
10/02/2025	Expense		Yes	Payroll Wages	FCB Operating account	-1,277.90
10/02/2025	Expense		Yes	Payroll Taxes	FCB Operating account	-229.20
10/09/2025	Expense		Yes	payroll monthly billing	FCB Operating account	-98.19
11/04/2025	Expense		Yes	Payroll Wages	FCB Operating account	-1,442.60
11/04/2025	Expense		Yes	Payroll taxes	FCB Operating account	-279.80
11/14/2025	Expense		Yes	Monthly Billing	FCB Operating account	-98.19
12/02/2025	Expense		Yes	Wages	FCB Operating account	-502.38
12/02/2025	Expense		Yes	payroll taxes	FCB Operating account	-83.24
12/12/2025	Expense		Yes	payroll expenses	FCB Operating account	-98.19
Total for ADP						\$4,109.69
Alex Thompson						
10/01/2025	Bill		Yes	Contract labor period ending 09/30/2025	Accounts Payable	160.00
10/01/2025	Bill Payment (Check)	3286	Yes	Contract labor period ending 09/30/2025	FCB Operating account	-160.00
11/01/2025	Bill		Yes	Contract labor period ending 10/31/2025	Accounts Payable	160.00
11/01/2025	Bill Payment (Check)	3299	Yes	Contract labor period ending 10/31/2025	FCB Operating account	-160.00
12/02/2025	Bill		Yes	Contract labor period ending 11/30/2025	Accounts Payable	80.00
12/02/2025	Bill Payment (Check)	3306	Yes	Contract labor period ending 11/30/2025	FCB Operating account	-80.00
12/31/2025	Bill		Yes	Contract labor period ending 12/31/2025	Accounts Payable	160.00
12/31/2025	Bill Payment (Check)	3312	Yes	Contract labor period ending 12/31/2025	FCB Operating account	-160.00
Total for Alex Thompson						560.00
Amazon Marketplace						
10/07/2025	Expense		Yes	weaving cane	Card Service Center	12.98
10/07/2025	Expense		Yes	weaving loom	Card Service Center	31.38

Transaction List by Vendor

Seguin - Guadalupe County Heritage Museum
October-December, 2025

Date	Transaction type	Num	Posting (Y/N)	Memo/Description	Account full name	Amount
Total for Amazon Marketplace						\$44.36
Angel Pest Control						
10/23/2025	Expense		Yes	maintenance insect treatment	Card Service Center	80.25
Total for Angel Pest Control						\$80.25
Apache Disposal						
10/05/2025	Expense		Yes	garbage bill per quarter	Card Service Center	69.49
Total for Apache Disposal						\$69.49
Avast						
11/22/2025	Expense		Yes	computer clean up program renewed early for upgrades & discounts.	Card Service Center	46.96
Total for Avast						\$46.96
BankCard Payment						
11/07/2025	Journal Entry	34	Yes			
Total for BankCard Payment						
Brawner, Donna R.						
10/01/2025	Bill		Yes	software	Accounts Payable	30.00
10/01/2025	Bill Payment (Check)	3288	Yes	software	FCB Operating account	-30.00
10/21/2025	Check	3294	Yes	CASH FOR BECA FEST PETTY CASH	FCB Operating account	-200.00
11/04/2025	Bill		Yes	software	Accounts Payable	30.00
11/04/2025	Bill Payment (Check)	3301	Yes	software	FCB Operating account	-30.00
12/02/2025	Bill		Yes	software	Accounts Payable	30.00
12/02/2025	Bill Payment (Check)	3305	Yes		FCB Operating account	-30.00
Total for Brawner, Donna R.						\$200.00 * 90.00

Transaction List by Vendor
 Seguin - Guadalupe County Heritage Museum
 October-December, 2025

Date	Transaction type	Num	Posting (Y/N)	Memo/Description	Account full name	Amount
Card Service Center						
12/08/2025	Journal Entry	37	Yes	Bankcard Payment		
Total for Card Service Center						
Centerpoint Energy						
10/24/2025	Bill		Yes	Account # 2832591-8	Accounts Payable	64.39
10/24/2025	Bill Payment (Check)	3295	Yes	Account # 2832591-8	FCB Operating account	-64.39
11/21/2025	Bill Payment (Check)	3303	Yes		FCB Operating account	-64.39
11/28/2025	Bill		Yes		Accounts Payable	64.39
12/26/2025	Bill		Yes		Accounts Payable	126.52
12/26/2025	Bill Payment (Check)	3310	Yes	account # 2832591-8	FCB Operating account	-126.52
Total for Centerpoint Energy						0.00 1910.91
City of Seguin						
10/16/2025	Bill		Yes	Water #0102-06966-001 Electric #0102-19520-001	Accounts Payable	608.00
10/16/2025	Bill Payment (Check)	3291	Yes	Water & Electric	FCB Operating account	-608.00
11/17/2025	Expense		Yes	water & electric	Card Service Center	534.44
12/12/2025	Bill		Yes	Alarm Permit	Accounts Payable	50.00
12/12/2025	Bill Payment (Check)	3308	Yes	Alarm Permit	FCB Operating account	-50.00
12/17/2025	Bill		Yes		Accounts Payable	338.00
12/17/2025	Bill Payment (Check)	3309	Yes		FCB Operating account	-338.00
Total for City of Seguin						534.44 1,530.44
DirectTV						
10/05/2025	Expense		Yes	bundle deal	Card Service Center	35.76
Total for DirectTV						\$35.76
EventGroove						
10/13/2025	Expense		Yes	Raffle Tickets for rifle	Card Service Center	63.66
Total for EventGroove						\$63.66
HEB						
10/02/2025	Expense		Yes	batteries	Card Service Center	11.84
Total for HEB						\$11.84
Izone Imaging						
10/09/2025	Expense		Yes	Downtown Plaques	Card Service Center	275.40
Total for Izone Imaging						\$275.40
John R. Martin						
10/24/2025	Check	3296	Yes	Refund of restricted donation	FCB Operating account	-2,500.00
Total for John R. Martin						-\$2,500.00
Kaleb Embrey						
10/29/2025	Bill		Yes	Window Cleaning	Accounts Payable	100.00

Transaction List by Vendor
 Seguin - Guadalupe County Heritage Museum
 October-December, 2025

Date	Transaction type	Num	Posting (Y/N)	Memo/Description	Account full name	Amount
10/29/2025	Bill Payment (Check)	3297	Yes	Window Cleaning	FCB Operating account	-100.00
Total for Kaleb Embrey						\$0.00
Lane, Carol S.						
10/01/2025	Bill		Yes	Contract labor period ending 09/30/2025	Accounts Payable	856.00
10/01/2025	Bill Payment (Check)	3287	Yes	Contract labor period ending 09/30/2025	FCB Operating account	-856.00
11/01/2025	Bill		Yes	Contract labor ending 10/31/2025	Accounts Payable	608.00
11/01/2025	Bill Payment (Check)	3298	Yes	Contract labor period ending 10/31/2025	FCB Operating account	-608.00
12/02/2025	Bill		Yes	Contract labor ending 11/30/2025	Accounts Payable	1,136.00
12/02/2025	Bill Payment (Check)	3307	Yes	Contract labor ending 11/30/2025	FCB Operating account	-1,136.00
Total for Lane, Carol S.						\$2400.00
Office Depot						
10/17/2025	Expense		Yes	Posters for Raffle	Card Service Center	52.96
Total for Office Depot						\$52.96

Transaction List by Vendor
 Seguin - Guadalupe County Heritage Museum
 October-December, 2025

Date	Transaction type	Num	Posting (Y/N)	Memo/Description	Account full name	Amount
Rogers, Hope						
11/04/2025	Bill		Yes	Cleaning interior of Museum 10/31/25	Accounts Payable	175.00
11/04/2025	Bill Payment (Check)	3300	Yes	Cleaning interior of Museum 10/31/25	FCB Operating account	-175.00
12/02/2025	Bill		Yes	Cleaning interior of Museum 11/30/25	Accounts Payable	175.00
12/02/2025	Bill Payment (Check)	3304	Yes		FCB Operating account	-175.00
12/26/2025	Bill		Yes	Cleaning interior of Museum 12/30/25	Accounts Payable	175.00
12/26/2025	Bill Payment (Check)	3311	Yes	Cleaning interior of Museum 12/30/25	FCB Operating account	-175.00
Total for Rogers, Hope					525.-	90.00
Rosie's Pizza						
10/10/2025	Expense		Yes	Board Meeting	Card Service Center	27.34
11/14/2025	Expense		Yes	Board Meeting	Card Service Center	27.34
Total for Rosie's Pizza						\$54.68
Seguin Area Cmty Foundation						
10/03/2025	Bill		Yes	Prize sponsorship for golf tournament.	Accounts Payable	250.00
10/03/2025	Bill Payment (Check)	3289	Yes	Prize sponsorship for golf tournament.	FCB Operating account	-250.00
11/20/2025	Deposit		Yes	Gift for elevator Income	FCB Operating account	7,500.00
Total for Seguin Area Cmty Foundation					250.-	\$7,500.00
Seguin Fire Department						
10/21/2025	Bill		Yes	donation for fire truck	Accounts Payable	50.00
10/21/2025	Bill Payment (Check)	3292	Yes		FCB Operating account	-50.00
Total for Seguin Fire Department					50.-	\$0.00
Seguin Gazette-Enterprise						
10/29/2025	Bill		Yes	Sponsorship for historical calendars	Accounts Payable	500.00
10/29/2025	Bill all Income		Yes	Sponsorship for An Evening with the Texas Rangers event	Accounts Payable	500.00
Total for Seguin Gazette-Enterprise					0	\$1,000.00
SEGUIN GUADALUPE HERITAGE MUSEUM						
10/24/2025	Expense		Yes	Square Training	Card Service Center	1.00
10/24/2025	Expense		Yes	Square Training	Card Service Center	1.00
10/25/2025	Expense		Yes	Square Training	Card Service Center	1.10

Transaction List by Vendor
 Seguin - Guadalupe County Heritage Museum
 October-December, 2025

Date	Transaction type	Num	Posting (Y/N)	Memo/Description	Account full name	Amount
10/25/2025	Expense		Yes	Square Training	Card Service Center	1.15
10/25/2025	Expense		Yes	Square Training	Card Service Center	1.20
Total for SEGUIN GUADALUPE HERITAGE MUSEUM						\$5.45
Seguin Print Shop						
10/01/2025	Expense		Yes	t-shirts	Card Service Center	780.00
Total for Seguin Print Shop						\$780.00
SimpliSafe						
10/13/2025	Expense		Yes	Alarm monitoring	Card Service Center	34.63
11/13/2025	Expense		Yes	Alarm monitoring	Card Service Center	34.63
Total for SimpliSafe						\$69.26
Spectrum Business						
10/13/2025	Expense		Yes	Telephone/Internet	Card Service Center	80.37
11/13/2025	Expense		Yes	Telephone/Internet	Card Service Center	80.37
Total for Spectrum Business						\$160.74
State Farm						
10/21/2025	Bill		Yes	Bldg insurance account # 1479-4465-25	Accounts Payable	1,199.08
10/21/2025	Bill Payment (Check)	3293	Yes	Bldg insurance account # 1479-4465-25	FCB Operating account	-1,199.08
11/21/2025	Bill		Yes		Accounts Payable	1,199.08
11/21/2025	Bill Payment (Check)	3302	Yes		FCB Operating account	-1,199.08
Total for State Farm						\$0.00

* 2398.14

Transaction List by Vendor
 Seguin - Guadalupe County Heritage Museum
 October-December, 2025

Date	Transaction type	Num	Posting (Y/N)	Memo/Description	Account full name	Amount
Susan Sulaica						
10/03/2025	Check	3290	Yes	Tape for label maker	FCB Operating account	-40.14
Total for Susan Sulaica						-\$40.14
Tech Soup Global						
10/13/2025	Expense		Yes	Dues	Card Service Center	3.00
11/13/2025	Expense		Yes	Dues	Card Service Center	3.00
Total for Tech Soup Global						\$6.00
US Postal Service						
10/23/2025	Expense		Yes	stamps	Card Service Center	139.00
Total for US Postal Service						\$139.00
Washington Print Solutions						
11/01/2025	Expense		Yes	2026 Calendars	Card Service Center	353.71
Total for Washington Print Solutions						\$353.71
TOTAL						17,204.50 \$4,444.77

QUARTERLY REPORT FOR:
GUADALUPE COUNTY FAIR ASSOCIATION

FOR QUARTER ENDED: December 31, 2025

Beginning Balance as of October 1, 2025: **\$20,743.06**
This should equal the ending balance of the preceding quarter

Revenues:
Include occupancy tax money received from City of Seguin

Deposit: City of Seguin		
Interest	<u>\$14.20</u>	
Total Revenues:		\$14.20

Expenditures:
Include only funds spent from money received from City of Seguin
These expenditures must meet requirements in Texas Tax Code Section 351.101

Total Expenditures:	<u>\$18,789.00</u>
This total should equal the "Total Expenditures" on the Disbursements Journal for the same quarter	

Net Revenues (Expenditures): **(\$18,774.80)**

Ending Balance as of December 31, 2025 **\$1,968.26**

"Attachment A"

QUARTERLY HOTEL OCCUPANCY TAX REPORT FORM
LULAC Council 682
FOR QUARTER ENDED: December 31, 2025

Beginning Balance as of September 30, 2025 _____ **\$25**
This should equal the ending balance of the preceding quarter

Revenues:
Include occupancy tax money received from City of Seguin _____ **\$0**

Total Revenues: _____ **\$0**

Expenditures: _____ **\$0**
Include only funds spent from money received from City of Seguin.
These expenditures must meet requirements in Texas Tax Code Section 351.101

Total Expenditures: _____ **\$0**
This total should equal the "Total Expenditures" on the Disbursements Journal for the same quarter.

Net Revenues (Expenditures) _____ **\$0**

Ending Balance as of December 31, 2025 _____ **\$0**

SEGUIN ART LEAGUE
QUARTERLY HOTEL OCCUPANCY TAX REPORT FORM

FOR QUARTER ENDED 12/31/25

Beginning Balance as of 10/1/25 3,364.24
This should equal the ending balance of the preceding quarter

Revenues:

Include occupancy tax money received from City of Seguin

Addition Error last Qtr. +1.00
City of Seguin for Art + wine walk +75.00

Total Revenues:

76.00

Expenditures:

Include only funds spent from money received from City of Seguin.

These expenditures must meet requirements in Texas Tax Code Section 351.101

Adjust Out Art + Wine Walk to General Operating fund 75.00
Expenditure Seguin Gazette Enterprise 745.21
Yulefest Advertising

Total Expenditures:

820.21

This total should equal the "Total Expenditures" on the Disbursements Journal for the same quarter.

Net Revenues (Expenditures)

744.21

Ending Balance as of 12/31/25

2,620.03

QUARTERLY HOTEL OCCUPANCY TAX REPORT FORM

Fields of Huber Ranch

FOR QUARTER ENDED: 12/31/2025

Beginning Balance as of 10/1/2025 -\$791.46

This should equal the ending balance of the preceding quarter

Revenues: \$10,200.00

Include occupancy tax money received from City of Seguin

Total Revenues: \$10,200.00

Expenditures:

Include only funds spent from money received from City of Seguin

These expenditures must meet requirements in Texas Tax Code Section 351.101

Total Expenditures: \$11,732.37

This total should equal the "The Total Expenditures" on the Disbursement Journal for the same quarter

Net Revenues (Expenditures) -\$1,532.37

Ending Balance as of 12/31/2025 -\$2,323.83

Quarterly Occupancy Tax Report Form
The Fields At Huber Ranch LLC
Quarter Ending 12/31/2025

Date	Invoice #	Payee	Description	Amount
10/1/25-12/31/25	Multiple Invoices	Monarch Trophy Studio	Promotional/Advertising	\$5,422.86
10/16/2025	19380540	BWI	Field Maintenance/Upkeep	\$1,456.49
10/1/25 - 12/31/25		VTX 1 - Internet	Promotional/Advertising	\$269.85
12/15/2025		TruGreen	Field Maintenance/Upkeep	\$838.44
12/4/2025	19380540	BWI	Field Maintenance/Upkeep	\$735.02
12/4/2025	14503	Portolite Pitching Mounds	Field Maintenance/Upkeep	\$1,809.71
11/25/2025	3258	Johnny Guerrero	Promotional/Advertising	\$1,200.00
Total Expenditures				\$11,732.37

MEMORANDUM

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

From: Mark Kennedy, City Attorney

Subject: Receive, for the purposes of City Council records, the fully-executed Amended and Restated Development and Utility Agreement, Terms Sheet, and Economic Development Agreement between the City of Seguin, Texas, City of Seguin TIRZ No. 3, Guadalupe County Municipal District No. 3, and/or A-L 97 IH 10-SH 46, L.P.

Date: February 3, 2026

Historical Background

In the months of December 2025 and January 2026, the City Council authorized execution of several documents associated with the New Quest development, including an Amended and Restated Development Agreement, a non-binding Terms Sheet for economic development incentives, and an Economic Development Agreement that committed the parties to the terms that were contained in the Terms Sheet. Two or more of the following parties were signatories to each of those agreements: City of Seguin, Texas, City of Seguin TIRZ No. 3, Guadalupe County Municipal District No. 3, and/or A-L 97 IH 10-SH 46, L.P. They have been fully executed and may be found in the attached materials.

Action Requested

Placing the final, fully-executed documents on Consent for receipt by City Council creates a record that can be accessed in the future through Granicus and online. Since Council has already authorized execution of these documents, no additional action is necessary.

Procurement Methodology and Funding Source

N/A

Staff Recommendation

Staff recommends receiving these documents so that an accessible record will exist for future reference.

**AMENDED AND RESTATED
DEVELOPMENT AND UTILITY AGREEMENT
BETWEEN THE
CITY OF SEGUIN, TEXAS;
GUADALUPE COUNTY MUNICIPAL UTILITY DISTRICT NO. 3;
AND A-L 97 IH 10-SH 46, L.P.**

This AMENDED AND RESTATED DEVELOPMENT AND UTILITY AGREEMENT ("Agreement") is entered into on January 14, 2026, ~~2025~~, but effective as of August 31, 2009, by and between the CITY OF SEGUIN, TEXAS (the "City"), GUADALUPE COUNTY MUNICIPAL UTILITY DISTRICT NO. 3 (the "District"), and A-L 97 IH 10-SH 46, L.P., a Texas limited partnership (the "Developer"). The City, the District, and the Developer may be referred singularly as a "Party" and collectively as the "Parties".

RECITALS

- A. The City is a home-rule city and municipal corporation that provides a full range of government services to its citizens, including municipal wastewater collection, treatment and disposal services through its municipally-owned sewer utility.
- B. The District is a conservation and reclamation district created pursuant to Chapter 8358 of the Special District Local Laws Code and Article XVI, Section 59, of the Texas Constitution.
- C. The Parties entered into that certain Development and Utility Agreement between City of Seguin, Texas, Guadalupe County Municipal Utility District No. 3, and A-L 97 IH-10-SH 46, L.P, effective August 31, 2009.
- D. The Developer owns Tract A-1, shown and described in **Exhibits A and A-1**, situated within the corporate limits of the City and the boundaries of the District. Additionally, the Developer has purchased Tract A-2, shown and described in **Exhibits A and A-2**, situated within the corporate limits of the City. Tract A-2 is not currently within the boundaries of the District (Tract A-1 and Tract A-2, together, may be referred to as the "Tracts"). The Developer intends to develop the Tracts as a mixed-use development to be known as Seguin Town Center (the "Project"). The Developer and/or the District will construct and finance a water distribution system, a wastewater collection system, a storm water flood control and drainage system, a road system, and other improvements similar to the foregoing to serve the Project.
- E. The Parties intend that the District will own, maintain, and operate drainage and stormwater management facilities serving the land within the District; and that the

City will own, maintain, and operate the wastewater collection system, the road system, the storm sewer system constructed in aid of those roads and any portions of those facilities or systems that are outside the District. The Parties anticipate that the water improvements to serve the Project will be owned and operated pursuant to non-standard service and operating agreement with Springs Hill Water Supply Corporation ("Springs Hill"), which holds a water service certificate of convenience and necessity over Tracts A-1 and A-2.

- F. The Parties desire to amend and restate that certain Development and Utility Agreement between the City of Seguin, Texas; Guadalupe County Municipal Utility District No. 3; and A-L 97 IH 10-SH 46, L.P., entered into by and between the Parties on August 31, 2009, to clarify the Parties' duties and obligations concerning the Project, including but not limited to updating the General Land Use Plan for the development and obtaining the City's agreement to provide wastewater service to the Tracts.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits in this Agreement, the City, the District, and the Developer agree as follows:

ARTICLE I. DEFINITIONS

The following capitalized words used in this Agreement have the following meanings:

- 1.1 Agreement. Agreement means this Amended and Restated Development and Utility Agreement, as it may be further amended or restated from time to time.
- 1.2 Bond. Bond means the District's bonds, notes, or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving, or extending the Public Infrastructure, and water supply and distribution improvements, whether payable from ad valorem taxes, revenues, tax increment, the proceeds of one or more future bond issues, or otherwise, and including any bonds, notes, or similar obligations issued to refund such bonds.
- 1.3 City. City means the City of Seguin, Texas, a home-rule municipality and municipal corporation situated in Guadalupe County.
- 1.4 City Code. City Code means the City Charter and Code of Ordinances of the City of Seguin, as it may be amended from time to time, including those provisions governing construction standards, building permits, inspections and approvals, wastewater discharge and pretreatment standards and requirements, streets,

sidewalks, and other public places, wastewater service applications and billing, and fee schedules.

- 1.5 City Council. City Council means the group of duly elected individuals who act as the legislative body for the City of Seguin, Texas.
- 1.6 City Public Facilities Standards. City Public Facilities Standards means all City standards in the City Code applicable to design, location, construction, operation, and maintenance of wastewater and drainage utility infrastructure, and any formal City technical manual adopted to implement same, as they may be amended from time to time.
- 1.7 City Consent Resolution. City Consent Resolution means Resolution No. 09R-107 consenting to the creation of the District and containing the terms and conditions of the City's consent.
- 1.8 City's Wastewater System. City's Wastewater System means all wastewater treatment facilities, collection lines, other components and equipment, and all improvements, appurtenances, additions, extensions, enlargements, or betterments to it, now or hereafter owned, leased, or used by the City to collect, convey, pump, treat, monitor, regulate, and dispose of wastewater.
- 1.9 Commission. Commission means the Texas Commission on Environmental Quality, or its predecessor or successor agency.
- 1.10 Contractor. Contractor means a person or entity engaged by the Parties to construct, alter, or repair Public Infrastructure required to serve the Project.
- 1.11 Developer. Developer means A-L 97 IH 10-SH 46, L.P., a Texas limited partnership, c/o NewQuest Properties, 8827 W. Sam Houston Parkway, Suite 200, Houston, TX 77040, whose general partner is A-L 97, L.C., a Texas Limited Liability Company, Mr. Austin Alvis, Manager, or such affiliate or other entity under common ownership or control, and any successor-in-interest or assignee as provided under this Agreement.
- 1.12 District. District means Guadalupe County Municipal Utility District No. 3, any additional districts created by division of said District, and all land currently and at any future time included in the District. No additional land other than the Tracts (as described herein) shall be included in the District or in any subsequently created districts by division without the express consent of the City.
- 1.13 District Assets. District Assets mean (i) all rights, title, and interests of the District in and to the Public Infrastructure, (ii) any Bonds of the District that are authorized

by the voters but have not been issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction, or operation of all or any portion of the Public Infrastructure and/or the operations of the District, and (iv) all books, records, files, documents, permits, funds, and other materials or property of the District.

- 1.14 District Legislation. District Legislation means Chapter 8358, Texas Special District Local Laws Code, enabling the creation of the District.
- 1.15 District's Obligations. District's Obligations mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities, and obligations of the District to or for the benefit of any person or entity relating to the financing, construction, or operation of all, or any portion of, the Public Infrastructure or the operations of the District, and (iii) all functions performed and services rendered by the District for and to the owners of property within the District and the customers of the Public Infrastructure.
- 1.16 Effective Date. The Effective Date means the effective date of that certain Development and Utility Agreement between the City of Seguin, Texas; Guadalupe County Municipal Utility District No. 3; and A-L 97 IH 10-SH 46, L.P, effective August 31, 2009.
- 1.17 GPD. GPD means gallons per day.
- 1.18 General Land Use Plan. General Land Use Plan, or "GLUP," means the GLUP shown in **Exhibit B**, approved by City Council and identifying modifications to the requirements of Chapters 3, 5 and 6 of the City's Unified Development Code, in addition to design standards elevating and enhancing the Project.
- 1.19 LUE. LUE, or "Living Unit Equivalent," means living unit equivalent as defined and calculated in the City Code, Chapter 102, Article IX, Division 1, Section 102-354 (24) of the Seguin, Texas, Code of Ordinances.
- 1.20 Master Stormwater Management Plan. Master Stormwater Management Plan means the stormwater management report, entitled Atlas-14 Drainage Impact & Dam Breach Analyses shown in **Exhibit G**, which shall govern the design, construction, and approval of all stormwater management and drainage facilities serving the Project. The Parties agree that the stormwater management report may be amended once following execution of this Agreement solely to encompass stormwater management and drainage facilities required to serve the anticipated land uses under the GLUP; provided, however, once amended, the Parties agree the stormwater management report shall be considered the Master Stormwater

Management Plan without further action of City Council and shall govern design, construction, and approval of all stormwater management and drainage facilities serving the Project during the term of this Agreement.

- 1.21 Notice. Notice means any notice, communication, request, or reply that is permitted or required to be given, made, or accepted by any Party to the other (except bills) under this Agreement.
- 1.22 Original Development Agreement. Original Development Agreement means that certain Development and Utility Agreement between the City of Seguin, Texas; Guadalupe County Municipal Utility District No. 3; and A-L 97 IH 10-SH 46, L.P., effective August 31, 2009.
- 1.23 Project. Project means the mixed-use development to be known as Seguin Town Center consisting of light industrial, residential, neighborhood commercial, commercial (including retail and hospitality), and public (civic, park, and recreation) uses and phases that the Developer intends to construct or cause to be constructed on the Tracts as described in the GLUP. For purposes of defining the Project, “development” means any lot or lots with buildings or other structures erected thereon for the purposes of being either held for lease or for the purposes of transfer of ownership.
- 1.24 Project Improvements. Project Improvements mean, collectively, those improvements made according to Developer’s General Land Use Plan which are intended for private ownership and maintenance, either by developer or by third-party owners who are tenants or buyers of property from developer.
- 1.25 Planned Unit Development. The Planned Unit Development, or “PUD”, for the Seguin Town Center means the zoning and subdivision framework applicable to the Tracts by the approved GLUP to allow flexibility and creativity in site and building design and location. The Seguin Town Center PUD will consist of a variety of land use types, incorporating a single or a variety of types of residential dwelling units, commercial and industrial land uses, public land uses, and common open space and recreational areas when fully developed.
- 1.26 Public Infrastructure. Public Infrastructure shall mean infrastructure consisting of utilities (wastewater), drainage and stormwater management facilities, public rights of way and roadway improvements and other infrastructure improvements that are subject to periodic inspections and compliance with City regulations and standards, as may be amended by this Development Agreement.
- 1.27 Third-Party Inspector. Third-Party Inspector means the independent inspector to be

hired by the Parties as provided under this Agreement or as permitted under Chapter 247 of the Texas Local Government Code.

- 1.28 Tract A-1. Tract A-1 means the total acres of land shown and described in **Exhibit A-1**, which lies within the District, and that is to be developed by the Developer as part of the Project.
- 1.29 Tract A-2. Tract A-2 means the total acres of land shown and described in **Exhibit A-2**, which currently lies outside the District but is intended to be annexed by the District, that is to be developed by the Developer as part of the Project.
- 1.30 Tracts. Tracts mean, collectively, the total acres of land consisting of Tract A-1 and Tract A-2.
- 1.31 Wastewater. Wastewater means a combination of water-carried wastes from residences, commercial and retail buildings, and industrial establishments.

ARTICLE II. DEVELOPMENT AGREEMENT

2.1 Satisfaction of District Legislation. The Original Development Agreement was fully executed by the Parties on August 31, 2009, satisfying the condition in Section 8358.004(2) of the District Legislation requiring the City to approve and enter into a development agreement with the owners of land within the District under Section 212.172 of the Texas Local Government Code.

2.2 Term. The term of this Agreement is 45 years, commencing on the Effective Date.

2.3 Permit. The Parties agree the Original Development Agreement constituted the permit under Chapter 245 of the Texas Local Government Code for the Project. This Agreement shall supplant the Original Development Agreement as the applicable permit under Chapter 245 of the Texas Local Government Code, and the City shall consider the approval, disapproval, or conditional approval of any application for a permit, plat, or amendment, solely on the basis of City ordinances and rules in effect as of the Effective Date; provided, however, the Parties agree that exemptions to permits under Section 245.004 of the Texas Local Government Code remain unaffected under this provision and enforceable by the City.

2.4 Annexation of District Land; Division.

- (a) Tract A-2. Tract A-2 is presently outside the District's boundaries. The District may include or annex all or any portion of Tract A-2 into its boundaries. The City hereby consents to the annexation of Tract A-2 by the District and inclusion of Tract A-2 within the boundaries of the District.

(b) Other Lands. Except as provided in subsection 2.4(a), above, the District may not annex any land unless it first obtains the City's written consent by ordinance or resolution.

(c) District Division. In accordance with Section 49.316, Texas Water Code, the District may divide to create up to two (2) new districts and provide for the continuation of the District. Any new district created by division of the District shall not include any land outside the redefined boundaries of the District following the annexation of Tract A-2, as provided in subsection 2.4(a), above, unless specifically consented to by the City.

2.5 General Land Use Plan. The General Land Use Plan shall govern the development of the Project, as shown in **Exhibit B**. Because the Project includes a significant area of land and its development will occur in phases over a number of years, City and Developer acknowledge that changes to the General Land Use Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat that do not increase the overall density of development of the Project by more than ten percent (10%) will not require an amendment to the General Land Use Plan or to the Design Standards set forth in **Exhibit C**. Similarly, minor changes to street alignments and locations of uses approved under the General Land Use Plan that do not increase the LUEs required by the Project, the average daily trips generated by the Project, or stormwater flows from the Project may be approved administratively.

2.6 Planned Unit Development. The Seguin Town Center PUD shall be developed in accordance with this Agreement, the GLUP, and the Design Standards set forth in **Exhibit C**.

ARTICLE III. UTILITY AGREEMENT AND PUBLIC INFRASTRUCTURE

3.1 Utility Service. This Article III sets forth (a) the Parties agreement with respect to the terms of delivery of Public Infrastructure necessary to serve the Project, including requirements for the design, approval, construction, inspection, dedication and future operation and maintenance of Public Infrastructure; and (b) the City's agreement to provide retail provision of Wastewater service to the Project. The Developer or District shall construct or cause to be constructed the Public Infrastructure necessary to serve the Project. Following acceptance and conveyance of the Public Infrastructure to the City, the City shall serve the Project in amounts and flows necessary to serve the completed phases of development. The City hereby represents that it has sufficient capacity to serve the Wastewater demands the Project, which is currently estimated at total buildout to be 684,750 GPD in average daily wastewater return flow. The

estimated Project uses and calculations are set forth in more detail in **Exhibit D**, attached hereto and incorporated herein for all purposes. The foregoing Wastewater capacity reservation shall be reserved during the term of this Agreement for the benefit of the Project, the District, and its users and shall be made available to the Project as required on a phase-by-phase basis.

3.2 Public Infrastructure. The Public Infrastructure shall consist of the Wastewater Utility Improvements, the Drainage and Stormwater Facility Improvements, and the Roadway Improvements, whether such improvements are located within or outside the District. The Public Infrastructure is more particularly described as follows:

- (a) The Wastewater Utility Improvements shall consist of a wastewater collection system designed and constructed to be a system of sufficient design and capacity to collect and transport all wastewater generated by the Project, including building collection lines and service lines, wastewater gravity lines, manholes, connection(s) to the City's wastewater system and, if required as determined by the City in its sole but reasonable discretion, any force mains and lift stations. Pretreatment facilities required by City Code, if any, are required to treat industrial or commercial wastewater generated within the Project, are not included in the definition of the Wastewater Utility Improvements; however, construction and maintenance of such pretreatment facilities must comply with City Public Facilities Standards and, unless the City agrees otherwise in writing, are the responsibility of the wastewater user. The Developer or District shall design and construct, or cause the design and construction of, the Wastewater Utility Improvements;
- (b) The Drainage and Stormwater Facility Improvements shall consist of a storm water collection and drainage system designed and constructed to adequately collect and manage all storm water that flows onto or off of the Project, including storm water collection lines, detention areas and culverts in compliance with current applicable codes and manuals. The Master Stormwater Management Plan included as **Exhibit G**, as may be amended but incorporated herein for all purposes shall remain in effect and provide guidance for the Drainage and Stormwater Facility Improvements with regard to floodplain impacts during the entire course of development of the Project. The Developer or District shall design and construct, or cause the design and construction of, Drainage and Stormwater Facility Improvements.; and
- (c) The Roadway Improvements shall consist of a roadway system including all internal and public access roads for Project, sidewalks for pedestrian access and safety, all reasonable and necessary traffic control devices (including signs) within the Project, street lighting, and landscaping of esplanades (if any), and

will be designed to collector standards in accordance with the criteria set forth in the City Code. In consideration of previous Roadway Improvements constructed by Developer, and in agreement as to Developer's vested rights as of execution of the Original Development Agreement, the City agrees that it will not require the preparation or completion of traffic impact analysis (TIA) worksheets or reports prior to approval of site development plans or other Project applications. City transportation impact fees or capital recovery fees will be assessed per the current City rate and impact fee study and shall be assessed at final plat or per current City ordinance. Further, sidewalks shall only be required to comply with the width and design requirements specified in Section 5.4 of the City Code. Specifically, and for the avoidance of doubt, Developer or District shall only be required to deliver sidewalks five feet (5') in width along new and existing arterials, collector streets, and state rights-of-way. Sidewalks may further be delivered at time of adjacent site construction, notwithstanding any timing of delivery requirements specified in the City Code. Any direct or attendant costs associated with sidewalk-width or design requirements beyond those specified herein shall not be the responsibility of Developer or District and instead be solely borne by the City.

3.3 Timing of Construction. The timing of design, construction, or extension of any of the Public Infrastructure may be in such phases or stages as the Developer may consider economically feasible; provided, however, delivery of Public Infrastructure shall be safe and orderly, may be constructed concurrent with or in advance of any phase of Project Improvements, and shall assist in the healthful development of the City.

3.4 Easements and Rights-of-Way. The Developer or District shall construct or install, or cause to be constructed or installed, all Public Infrastructure within easements permanently dedicated to the installation of public utilities, or for public rights-of-way, and shall acquire asor grant, at no cost to the City, all such easements or rights-of-way as may be required for the installation, operation, and maintenance of the Public Infrastructure. All applicable easements and rights-of-way required to be conveyed to the City shall be in form and content reasonably acceptable to the City and shall either (i) be reflected on a plat filed with the City, or (ii) evidenced by separate instrument from the Developer to the City. For any phase of the Project encompassing water supply or distribution improvements to serve the Project, Developer or District shall acquire permanent easements on or under such improvements as may be necessary for their operation and maintenance. Developer and District agree that any easement acquired or granted for such improvements shall not conflict with the Parties' rights and obligations under this Agreement and that any such easements or rights of way that lie in the public roads or other easements dedicated to the City be non-exclusive and granted in form and content reasonably acceptable to the City.

3.5 Governing Regulations. The Developer shall design and construct or cause the design

and construction of the Public Infrastructure and any extensions thereof, in compliance with the requirements of the Unified Development Code, City Code of Ordinances, the requirements of the Commission or other governmental agency having jurisdiction over the Public Infrastructure. The applicable governing regulations are those in effect as of the Effective Date, except as otherwise provided herein.

3.6 Plans and Specifications for Public Infrastructure. The Developer shall submit plans and specifications for each phase of the Public Infrastructure, as applicable, as well as any extensions, additions, or modifications thereto, to the City for review and written approval, or to such Third-Party Inspector as allowed by law, which approval shall not be unreasonably withheld or delayed.

(a) The Developer shall submit to the City Wastewater service plans for each phase of the Project meeting City Public Facilities Standards and shall include appropriately sized distribution and collection lines and an estimate of the number of LUEs requested to be reserved for that phase of the Wastewater Utility Improvements. The City will make efforts to complete its review within a reasonable time after receipt of each plan, and its approval shall not be unreasonably withheld or delayed. Multiple service plans may be submitted to the City as the Project is subdivided and developed and are required prior to each request for the City's approval of a final subdivision plat.

(b) Construction of any phase or portion of the Public Infrastructure shall not commence until (i) the plans and specifications for that construction, as required by this Agreement, have been reviewed and accepted by the City and the City's Director of Utilities evidencing compliance with the Unified Development Code, City Code of Ordinances, City Public Facility Standards and this Agreement; (ii) a pre-construction conference has been held by the Developer, the District's engineer and City's engineer; and (iii) the applicable City fees have been paid. At such pre-construction conference, the City's Engineer shall designate a City employee to serve as the City's project liaison for that construction project.

3.7 Construction Contracts and Warranty. If Developer or District engage a Contractor to construct Public Infrastructure, the contract with the Contractor shall incorporate the construction standards of this Article III and require that the Contractor provide a two-year warranty, assignable to the City, to commence upon completion and acceptance of the construction by the City Engineer. All such contracts shall provide that the City is a third-party beneficiary of, and may enforce such contracts against, the Contractor.

3.8 Public Infrastructure Inspections and Inspection by the City Engineer.

(a) The City has the right, but not the obligation, to inspect and test the Public

Infrastructure at any time and shall have access at all reasonable times to inspect the construction of the Public Infrastructure as the City deems necessary or desirable to assure compliance with this Agreement.

- (b) The District has the right, but not the obligation, to independently inspect, at its own cost and expense, all Public Infrastructure to serve the District and to be owned or maintained, in whole or in part, by the City, as provided for in this Agreement. The City shall be provided copies of all test and inspection reports upon request. The City shall have the right to inspect and approve all underground work before it is backfilled and covered up, including all public street and alley paving before and during the placement of concrete. The District shall notify the City upon request at least twenty-four (24) hours, which must include one (1) business day, prior to any Public Infrastructure inspection or testing, and the City shall have the right to be present at the site during all such testing.
- (c) To expedite the Project, the Parties agree to employ, at the commencement of construction and at the Developer's sole cost and expense, an independent Third-Party Inspector that is mutually agreeable to all Parties, to inspect all Public Infrastructure to serve the District. As the Developer completes construction of Public Infrastructure to serve a given phase of the Project, the Developer will notify the Third-Party Inspector, and the Third-Party Inspector shall make mutually agreeable arrangements with the City and the Developer to inspect the Public Infrastructure. Upon completion of its inspection, the Third-Party Inspector shall prepare and submit an inspection report to the Developer and the City. Such inspection report shall be subject to acceptance and approval by the City Building Official, Fire Marshall, or City Engineer, based upon the final plans and specifications for such Public Infrastructure; if the Third-Party Inspector's report indicates to the City official's reasonable satisfaction that the Public Infrastructure has been completed in accordance with the final plans and specifications, then the report shall be approved; otherwise, if such report is disapproved or approved with conditions by the City, the City shall advise the Third-Party Inspector and the Developer in writing of such disapproval or conditional approval within thirty (30) business days after receipt of the Third-Party Inspector's report, and identify the defect or condition in the Public Infrastructure that caused the City's refusal to approve or to conditionally approve the Third-Party Inspector's report. Upon receipt, the Developer shall immediately address the defect or condition identified in the City's written notice and cause the Third-Party Inspector to re-inspect under the procedures set forth above, and the City will accept the same if the defects or conditions have been reasonably remedied. If the City approves the Third-Party Inspector Report, or otherwise fails to advise the Third-Party Inspector or Developer within thirty (30) business days of receipt of any Third-

Party Inspector report of its disapproval or conditional approval consistent with this subsection 3.9(c), the report shall be deemed approved and the City shall accept all Public Infrastructure covered under the Third-Party Inspectors report and deem such Public Infrastructure substantially complete in accordance with the approved plans and specifications.

3.9 Ownership of Public Infrastructure. The District and/or Developer shall design and construct the Public Infrastructure, and the City shall inspect, approve, conditionally approve, or disapprove the Public Infrastructure in accordance with the process set forth in Section 3.09 above. Upon the City's acceptance of any completed phase of the Public Infrastructure, such Public Infrastructure shall be conveyed as follows:

- (a) Wastewater Utility Improvements. Within thirty (30) days of acceptance by the City's Engineer of each phase of the Wastewater Utility Improvements, the Developer or District shall convey and transfer to the City, at no cost to the City, (i) the approved Wastewater Utility Improvements, and (ii) all related warranties, contract rights, permits, and licenses, and (iii) all related easements as required herein. All conveyance documents shall be on forms reasonably acceptable to the City. Once such Public Infrastructure is conveyed to the City, the City is obligated to provide wastewater services to the completed phases of the Project.
- (b) Drainage and Stormwater Facility Improvements. Within thirty (30) days of acceptance by the District's engineer of each phase of the Drainage and Stormwater Facility Improvements located within the District, the Developer shall convey and transfer to the applicable Drainage Project Improvements to (a) the District, at no cost to the District; or to (b) a property owners' association, subject to that association's agreement that provided such drainage system and any improvements or extensions be are constructed, inspected, and maintained in accordance with City Public Facility Standards and with this Agreement. The Developer or District shall convey to the City, at no cost to the City, (i) the approved storm water conveyance lines in aid of Roadway Improvements in public rights-of-way, and (ii) all related warranties, contract rights, permits, and licenses, and (iii) all related easements as required herein. All conveyance documents shall be on forms reasonably acceptable to the City.
- (c) Roadway Improvements. Within thirty (30) days of acceptance by the City's Engineer of each segment or phase of the Roadway Improvements, the Developer shall convey and transfer to the City, at no cost to the City, (i) the Roadway Improvements and associated right of way area, other than those facilities owned and operated by TXDOT; (ii) all related warranties, contract rights, permits, and licenses; and (iii) all related easements as required herein. Conveyance of such rights of way shall be in fee simple. All conveyance

documents shall be on forms reasonably acceptable to the City.

3.10 Operation and Maintenance of Public Infrastructure. The owner of the Public Infrastructure shall at all times properly operate and maintain, or cause to be properly operated and maintained, the Public Infrastructure at all times. The owner will operate and maintain the Public Infrastructure, or cause it to be operated and maintained, at its sole cost and expense, and in the same manner as the owner operates and maintains similar facilities, and will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions, or orders of any governmental, administrative, or judicial body promulgating the same. The City shall have no liability or responsibility for maintenance and operation of any Public Infrastructure or water supply or distribution improvements for which it is not the owner.

3.11 Fees. All plan review and approval, inspections, and required permits are subject to the City's Fee Schedule at their current rates at the time they are incurred during the development process. .

3.12 City Wastewater Service to the Project. The City shall provide Wastewater services sufficient to serve the Project at full buildout and as needed upon the completion of each phase of development. The Project's demand for Wastewater services at full buildout is estimated to be 684,750 GPD in average daily wastewater flow, as shown in **Exhibit D**, which the City shall reserve for the Project. The City's obligation is subject to the Developer's performance under this Agreement which includes its obligation to satisfy the following conditions:

- (a) Design and construct or cause the design and construction of the Wastewater Utility Improvements in conformance with approved plans and specifications;
- (b) Convey the Wastewater Utility Improvements and related rights to the City as provided herein;
- (c) Obtain and convey to the City the easements and land interests for the Wastewater Utility Improvements as provided herein;
- (d) Pay Capital Recovery Fees at the current City rate, and per current impact fee ordinance.
- (e) The Wastewater customer's compliance with City water service ordinances.

3.13 Commencement of City Wastewater Service. The City's Wastewater service will be phased into each area where the Wastewater Utility Improvements have been approved and accepted by the City, and such Wastewater Utility Improvements have

been connected to the City's wastewater system.

3.14 Wastewater Rates and Standards of Service. The Wastewater services provided by the City to the Project shall be substantially equivalent in quality and rates to service provided to similarly situated City wastewater customers.

3.15 No Outside District Service. The District shall not construct or operate a water, wastewater, drainage, or road utility system to serve areas outside the District, other than such systems serving the Tracts, without the City's written consent, which the City may withhold in its sole discretion for any reason.

ARTICLE IV. COST OF PUBLIC INFRASTRUCTURE AND DISTRICT BONDS

4.1 Cost of Public Infrastructure to be Funded by the Developer or District.

(a) The Developer or District shall promptly pay or cause to be paid all costs of constructing the Public Infrastructure as development progresses and as such costs become due, including (i) all costs of design, engineering, materials, testing, labor, and construction in connection with the Public Infrastructure; (ii) all payments arising under any contracts entered into construction of the Public Infrastructure; and (iii) all costs incurred in connection with obtaining governmental approvals, certificates, and permits in connection with the construction of Public Infrastructure. The City shall not be liable to any contractor, engineer, attorney, materialman, laborer, or other party contracted with by the Developer or District in connection with the construction of the Public Infrastructure.

(b) Before the District enters into a contract for construction for any phase of any Public Infrastructure, it shall either have the current funds available in the amount of the contract for that project or have obtained financing through the Developer to fund the contract to completion.

4.2 Financing Agreement. In support of the development of the Project, the Developer will enter into one or more financing agreement(s) with the District whereby the Developer agrees to finance Public Infrastructure and water supply and distribution improvements serving the District. Under the terms of the financing agreement(s) between the District and the Developer, the District will reimburse the Developer any amounts spent for Public Infrastructure and water supply and distribution improvements eligible for reimbursement in accordance with the rules of the Commission, Texas law and this Agreement.

4.3 Issuance of Bonds. The District may issue Bonds as permitted by law and this Agreement. Except as authorized by this Agreement, the District shall not issue Bonds

without prior approval by the City.

4.4 Purposes of Bonds. The purposes for which the District may issue Bonds without prior approval by the City are limited to the following:

- (a) Purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances necessary to provide the Public Infrastructure and water supply and distribution improvements to the Project;
- (b) Pay all costs and expenses authorized by Texas Water Code Section 49.155, as amended from time to time; and
- (c) Refund any outstanding Bonds of the District for debt service savings; provided, however, that any such refunding Bonds otherwise satisfy the other requirements of this Agreement.

4.5 Bond Limitations. The total amount of Bonds issued by the District for all purposes (excluding refunding Bonds) shall not exceed \$170,000,000 (the "Bond Limit Amount"), unless specifically approved by the City Council. Developer and District acknowledge that the Bond Limit Amount is sufficient to accomplish the purposes of the District and that Developer and the District have voluntarily agreed to the Bond Limit Amount in consideration for the City's consent to inclusion of the Tracts in the District and consent to the District's issuance of Bonds to fund the Roadway Improvements. The Developer shall dedicate to the District, without reimbursement unless otherwise approved by City Council, the cost of Public Infrastructure exceeding the Bond Limit Amount.

4.6 Bond Requirements.

- (a) The District shall obtain all necessary authorizations for Bonds issued to finance the acquisition or construction of facilities and infrastructure for the benefit of the District in accordance with this Agreement and laws applicable to the District. All Bonds issued by the District shall comply with the following requirements:
 - (i) Maximum maturity of 25 years for any one series of Bonds;
 - (ii) Interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period immediately preceding the date that the Notice of the sale of such Bonds is given;

- (iii) The Bonds shall expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium; and
 - (iv) No variable rate Bonds shall be issued by the District without City Council approval; and
 - (v) Any refunding Bonds of the District must provide for a minimum of three percent (3%) present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds unless approved by the City Council.
- (b) The District shall use its best efforts (within reason) to maximize the amount of debt issued by the District at the earliest time and to structure the debt, by series of bonds, to provide for the earliest possible final maturity thereof (taking into account at the time of issuance, the outstanding District debt, the taxable assessed value within the District, and the maximum ad valorem tax rate that may be levied upon District property in accordance with Texas law), as deemed feasible pursuant to applicable Commission rules and regulations and this Agreement.

4.7 Certifications. With respect to any matter required by this Article 4 to be certified in writing, this Agreement also requires, and the District hereby warrants, that every statement in any certification shall be true and correct in all material respects and that the person signing the certification has been given the requisite authority to do so on behalf of the District.

4.8 Economic Feasibility. Before submission of an application for approval of issuance of Bonds to the Texas Commission on Environmental Quality or the Attorney General, the District's financial advisor shall certify in writing to the City Manager that the Bonds are being issued within the then-current economic feasibility guidelines established by the Commission for districts issuing bonds for water, sewer, drainage or road facilities in Guadalupe County.

4.9 Notice of Bond Issues. At least thirty (30) days before submission of an application for approval of issuance of Bonds to the Commission or the Attorney General, whichever occurs first, the District shall deliver to the City Manager a certification that the District and the Developer are not in breach of this Agreement and that the application complies with this Article IV, and a Notice containing: (a) the amount of Bonds being proposed for issuance; (b) a general description of the Public Infrastructure or water supply and distribution improvements to be funded and/or the Bonds to be refunded by such Bonds; and (c) the proposed debt service and District tax rate after issuance of

the Bonds. If the District is not required to obtain Commission approval of the issuance of the Bonds, the District shall deliver such certification and Notice to the City Manager and City Finance Director at least sixty (60) days prior to issuance of Bonds but before applying for approval of issuance of the Bonds to the Texas Attorney General.

4.10 City Approval.

- (a) The City may refuse to approve a specific Bond application or sale under this section only if the District or the Developer are in material default under this Agreement. The District shall not issue or sell a bond that the City has refused to approve under this section.
- (b) The City must give the District Notice of its refusal to approve a bond sale under the terms of this section no later than the 30th day after receiving the last of the certifications and Notices required by Section 4.9, or the Bond application or sale shall be deemed to be approved by the City. If the City refuses to approve, then each of its objections:
 - (i) shall be provided in a Notice to the Developer and the District within thirty (30) days after receiving the last of the certifications and Notices required by Section 4.9;
 - (ii) shall be signed by the City Manager or the City Manager's designee; and
 - (iii) shall identify the section(s) of this Agreement or the City's Consent Resolution for which the District is in default and the nature of the default.
- (c) If the City's Notice stating its objections are timely given to the District, as required by this section, then with respect to a specific Bond application or sale, the City and the District shall cooperate to resolve the City's objections within a reasonable time, and the Bond application or sale to which the City's objections apply shall be delayed until the City's objections have been cured or waived. Unless otherwise cured by written agreement of the Parties, the City's objections shall be deemed cured if: (i) the District files a petition seeking declaratory judgment in state district court, thirty (30) days before filing the petition the District gives the City Attorney and the City Manager Notice of, and waives any objections to the City's right to intervene in, such a declaratory judgment action; and the district court determines that the District is not in default with respect to any material provision of this Agreement, or alternatively finds that, if such a material default had previously occurred, the material default has been cured.

(d) The City may waive an objection at any time.

4.11 District Use of Excess Revenues. The District shall deposit any funds in the District's operating account in excess of an eighteen (18) month operating reserve as determined by a budget approved by the Board of Directors of the District into a segregated District construction account to be used for capital expenses only, including in the following, in order of priority: (i) reimbursement for construction or installation of the Public Infrastructure or water supply and distribution improvements, as the case may be; (ii) funding the construction or installation of the Public Infrastructure or water supply and distribution improvements, as the case may be; and (iii) purchasing and retiring any Bond after the tenth (10th) anniversary of its issuance if deemed economically feasible by the District's financial advisor. The District shall use any funds in the District's debt service account in excess of an eighteen (18) month coverage amount plus the annual debt service payments due for the subsequent twelve (12) month period, to purchase and retire any Bond after the tenth (10th) anniversary of issuance. Notwithstanding any provision of this Agreement to the contrary, the District shall maintain all funds and accounts relating to any series of Bonds and its operating and construction funds in accordance with federal tax law and requirements of any bond insurers and rating agencies and generally accepted accounting principles.

4.12 Reimbursement Agreements. The District shall not enter into agreements with the Developer or other owners of the Tracts for reimbursement of costs in connection with the District with a total reimbursement amount exceeding the Bond Limit Amount.

4.13 Bonds as Obligations of District. Unless and until the City dissolves the District and assumes the District's assets, obligations, and liabilities, the Bonds shall remain obligations of the District and shall never be deemed or construed as obligations, liabilities or indebtedness of the City.

ARTICLE V. CAPITAL RECOVERY FEE PAYMENTS AND DISTRICT TAXES

5.1 Capital Recovery Fee. The Developer will pay or caused to be paid to the City the City's capital recovery fees for roadways and wastewater infrastructure in an amount of the current City rates and per current City impact fee ordinances.

5.2 Oversizing Credit to Fee Amounts. The total amount of the incremental costs of oversizing of water or sewer mains or lines, or any other facilities or capacities, intended to serve other areas or customers outside the District or the Tracts shall offset or be used to credit against the capital recovery fee payments due by the Developer to the City.

5.3 District Taxes. The District may assess, levy, and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District's obligations, including principal, redemption premium, if any, or interest on the Bonds and to establish and maintain any interest and sinking fund, debt service fund, or reserve fund, and (ii) for administration, operation, and maintenance of the Public Infrastructure and the District, in accordance with applicable law. The Parties agree that nothing in this Agreement shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the District's authority to levy ad valorem taxes, as the Board of Directors of the District from time to time determine to be necessary. The Parties recognize and agree that all ad valorem tax receipts and revenues collected by the District shall become the property of the District and may be applied by the District to the payment of all or any designated portion of the principal, redemption premium, if any, or interest on the Bonds or otherwise, in accordance with applicable law.

5.4 City Taxes. The Parties agree that nothing in this Agreement shall be deemed or construed to prohibit, limit, restrict, or otherwise inhibit the City's authority to levy ad valorem or sales and use taxes within its corporate limits, including within the District, as the City Council of the City from time to time may determine to be necessary.

ARTICLE VI DISSOLUTION OF THE DISTRICT

6.1 Dissolution of the District Prior to Retirement of Bonded Indebtedness.

- (a) The City may abolish and dissolve the District and acquire District Assets and assume District Obligations. The City shall not dissolve the District until either the following conditions are met: (i) (a) ninety percent (90%) of the developable acreage within the District has been developed by water, sewer, drainage, and road infrastructure, and (b) the Developer has been or will be reimbursed by the District or the City for the Developer's eligible costs listed under Article IV of this Agreement or under applicable law; or (ii) forty-five (45) years from the Effective Date, whichever occurs first. If the City dissolves the District and the Developer has not been fully reimbursed for the foregoing eligible costs, the City will assume the responsibility of reimbursing the Developer all such outstanding costs at the time of dissolution, to the full extent permissible under the Commission's rules.
- (b) Prior to the effective date of dissolution of the District, the District and the City shall discharge any remaining District Obligations by (i) authorizing the District to issue Bonds before or during the transition period in an amount not exceeding the amount of unissued Bonds to carry out the purposes for which the District Bonds were voted; (ii) requesting the City to issue Bonds, pursuant

to Local Government Code 43.080, as amended, in an amount not exceeding the amount of unissued District Bonds to carry out the purposes for which the District Bonds were voted, or in an amount necessary to discharge the District's Obligations; or (iii) by the City providing written Notice to the District that the City has sufficient funds available from other sources to discharge the District's Obligations.

(c) Upon dissolution of the District, the City shall acquire the District Assets and assume District Obligations.

6.2 Transition Upon Dissolution. In the event all required findings, conditions, and procedures for dissolution of the District have been duly, properly, and finally made and satisfied by the City, or under this Agreement, and unless otherwise mutually agreed by the City and the District, the District agrees that its officers, agents, and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of District Assets to, and the assumption of District Obligations by, the City.

ARTICLE VII INDEMNIFICATION

7.1 INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DISTRICT AND DEVELOPER AGREE TO INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS, ATTORNEYS, CONSULTANTS, CONTRACTORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") WITH REGARD TO ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, SUITS, JUDGMENTS, ADMINISTRATIVE PROCEEDINGS, REMEDIATION OR CORRECTIVE ACTION REQUIREMENTS, ENFORCEMENT ACTIONS, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, COSTS OF INVESTIGATION AND EXPENSES, INCLUDING THOSE INCURRED BY THE CITY IN ENFORCING THIS INDEMNITY), DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) ANY BREACH OF THIS AGREEMENT OR ANY DEVELOPER OR DISTRICT CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PUBLIC INFRASTRUCTURE (COLLECTIVELY, "LIABILITIES").

7.2 Insurance and Indemnity by Contractors. If any Party engages a Contractor to construct, reconstruct, repair, or maintain Public Infrastructure, that Party shall include in the contract requirements that the Contractor must provide adequate insurance protecting the City as an additional insured. That contract must also provide the Contractor to covenant to indemnify, hold harmless, and defend the City against any and all suits or claims for damages of any nature arising out of the performance of

the contract.

7.3 Sovereign Immunity. By execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities or rights, except as specifically waived pursuant to this Section 7.3 of the Agreement. The City waives its governmental immunity from suit and liability only as to any action brought by a Party to pursue its rights and remedies available under this Agreement, and only to the extent necessary to pursue those rights and remedies. Nothing in Section 7.3 of the Agreement waives any claims, defenses, or immunities the City has with respect to suits by persons or entities not a Party or Assignee to this Agreement.

ARTICLE VIII MISCELLANEOUS

8.1 Code, Permit Requirements, Fees, and Inspections. The City Code shall be of full force and effect within District boundaries and shall apply in the same manner as to other areas with the City's corporate limits, including permit requirements; capital recovery and/or impact fees, subject to Section 5.1 of this Agreement; and inspection, planning and connection fees and requirements, and that their rights and obligations under this Agreement shall be otherwise subject to full compliance with, and performed in accordance with, the City Code. This section includes tree preservation and planting credits required under Chapter 5 of the City Code.

8.2 Term and Termination.

- (a) Term. The term of this Agreement shall be a total of forty-five (45) years from the Effective Date of the Original Development Agreement.
- (b) Termination Upon Dissolution of the District. Except for Article II, this Agreement shall automatically terminate on the date the District is dissolved, except that Article VI of this Agreement shall survive until completion of the transition under section 6.2 of this Agreement and the conditions set forth in section 6.1 of this Agreement are otherwise fully satisfied.
- (c) Termination by Mutual Agreement. The Parties may mutually agree, in writing, fully executed by duly-authorized representatives of the Parties, to terminate, amend, or replace this Agreement.

8.3 Default and Remedies.

- (a) Notice. Any Party that reasonably believes the other Party has defaulted in the performance of any material condition, term, or obligation owed to that Party

shall within ten (10) business day after discovery of said default, give written Notice of the default to the defaulting Party, specifying in detail the provision or provisions that have been allegedly breached, and what specific action must be taken to cure or remedy the default.

- (b) Remedies. Should the Party receiving the Notice fail to commence action to correct the default within thirty (30) days or fail to diligently pursue corrective action on the default, the Party giving the Notice may exercise available remedies at law or in equity, including an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. Notwithstanding the foregoing, any failure to provide Notice of a default shall not be considered a waiver of any remedies authorized hereunder for such default.

8.4 Consent Resolution. The District shall be subject to the terms and conditions of the City's Consent Resolution.

8.5 Assignment and Successors. This Agreement shall be binding upon the Parties' successors and assigns. Within thirty (30) days advance notice to the City, Developer has the right from time to time and without consent of the City to assign this Agreement to an Assignee that is, or will become, owner of any portion of the Tracts within thirty (30) days after the assignment. Each assignment shall be in writing, shall be executed by Developer and the Assignee, and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the Developer's obligations, rights, title, or interests being assigned. Developer shall provide a copy of each assignment to all Parties within thirty (30) days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee, and agrees that Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within thirty (30) days after execution, Developer shall not be released until the City receives such assignment. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from any party or Assignee, shall provide a copy of such records to the requesting person or entity.

8.6 Force Majeure. If any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then

the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give Notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, acts of terrorism, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than the District, insurrections, riots, pandemics or epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or, due to a systemic failure, the City's inability of the City to provide Water or receive Wastewater to the Project, and any other incapacities of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is unfavorable to it in the judgment of the Party experiencing the difficulty.

8.7 Governing Law and Venue. The Agreement shall be governed by and broadly construed in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Guadalupe County, Texas, and that Guadalupe County is the venue for the determination of any dispute arising under this Agreement.

8.8 Attorney's Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, then the prevailing Party shall be entitled to reasonable attorney's fees, expenses, and court costs in connection with any original action, any appeals, and any post-judgment proceeding to collect or enforce a judgement, in addition to any other relief to which it may be entitled.

8.9 No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto of any term, covenant, condition, or liability hereunder, or the performance by any Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind.

8.10 Addresses and Notice.

(a) Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice ("Notice") herein provided or permitted to be given, made, or accepted to any Party (except bills), must be in writing and may be given or be served by depositing the same in United States mail, registered and certified, return receipt requested, or by delivering the same to such Party, addressed to the Party to be notified. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited. Notice given in any such other manner shall be effective when received by the Party to be notified.

For the purpose of Notice, addresses of the Parties shall, until change as hereinafter provided, be as follows:

If to the City, to:

City of Seguin
P.O. Box 591,
Seguin, Texas 78155
Attn: Steve Parker, City Manager

If to the Developer, to:

A-L 97 IH 10-SH 46, L.P
c/o Mr. Austin Alvis
NewQuest Properties
8827 W. Sam Houston Pkwy. N., Ste. 200
Houston, Texas 77040

If to the District, to:

Guadalupe County Municipal Utility District No. 3
c/o Annette F. Stephens
Paul Harle
Allen Boone Humphries Robinson, LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

(b) The Parties shall have the right from time to time to change their respective Notice addresses and each shall have the right to specify any other address by at least fifteen (15) days' notice to the other.

8.11 Merger and Modification. The Exhibits attached to this Agreement are incorporated into the Agreement for all purposes. This Agreement shall be subject to change or modification only with the written mutual consent of the City, the District, and the

Developer.

- 8.12 Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the applicability of this Agreement to any person or circumstance shall ever be held by any court or competent jurisdiction to be invalid or unconstitutional, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision is deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of this such provision to other persons, entities, or circumstances, and a new provision will be substituted in lieu of the severed provision, and the new provision shall, to the extent possible, accomplish the intent of the Parties as it was evidenced by the severed provision.
- 8.13 Construction. The Parties acknowledge that each Party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement, its amendments or Exhibits. As used in this Agreement, the term “including” means “including without limitation,” the words “shall” and “will” are mandatory and the word “may” is permissive. The term “days” means calendar days, not business days.
- 8.14 Conspicuous Provisions. The Parties acknowledge that the provisions of this Agreement set out in **bold, CAPITALS** (or any combination thereof) satisfy the requirements for the express negligence rule and/or are conspicuous.
- 8.15 Benefits of Agreement. Agreement is for the benefit of the City, the Developer, and the District, and shall not be construed to confer any benefit on any other person who is not a Party, except as expressly provided for in this Agreement.
- 8.16 List of Exhibits. The following Exhibits attached or to be attached to this Agreement are part of the Agreement as through fully incorporated herein:

- Exhibit A **Map of Tracts A-1 and A-2**
- Exhibit A-1 **Metes and Bounds Description of Tract A-1**
- Exhibit A-2 **Metes and Bounds Description of Tract A-2**
- Exhibit B **General Land Use Plan**
- Exhibit C **Design Standards**
- Exhibit D **Estimated Wastewater Flows (& LUEs)**
- Exhibit F **omitted**
- Exhibit G **Master Stormwater Management Plan**

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of
January 15, 2025.2026.

CITY

CITY OF SEGUIN, TEXAS

By:



Steven Parker
CITY MANAGER

ATTEST:

CITY SECRETARY:

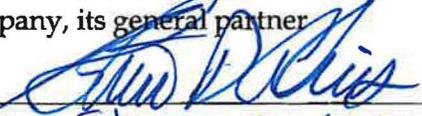


IN WITNESS WHEREOF, the Parties have executed this Agreement as of
January 22, 20252026.

DEVELOPER

A-L 97 IH 10-SH 46, L.P., a Texas limited
partnership

By: A-L 97, L.C., a Texas limited liability
company, its general partner

By: 
Name: Steven D. Aluis
Title: Manager

IN WITNESS WHEREOF, the Parties have executed this Agreement as of
January 14, ~~2025~~2026.

DISTRICT

**GUADALUPE COUNTY MUNICIPAL
UTILITY DISTRICT NO. 3**

By: 
Kim Cosco (Jan 14, 2026 16:12:35 CST)
President

ATTEST:

By: *Nick Kuntzback*
Secretary

Exhibit A
Map of Tracts A-1 and A-2

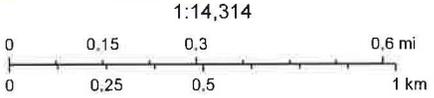
ArcGIS Web Map



5/30/2025, 1:39:53 PM

- Parcels
- World Imagery
- Low Resolution 15m Imagery

- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 4.8m Resolution Metadata



1:14,314

Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Maxar



NewQuest Compass

Exhibit A-1
Metes and Bounds Description of Tract A-1

January 24, 2008

Tract 1

**451.1042 acre tract of land in the J.D. Clements Survey, Abstract No. 11,
Guadalupe County, Texas**

A FIELD NOTE DESCRIPTION of 451.1042 acres of land in the J.D. Clements Survey, Abstract No. 11, Guadalupe County, Texas; said 451.1042 acre tract being all of Lots 1-3, Block 1 of the Project Green Subdivision, according to the map or plat recorded in Volume 7, Pages 263-264 of the Guadalupe County Map Records conveyed to Seguin Economic Development Corporation, as recorded in Volume 2353, Page 234 of the Guadalupe Deed Records and to Guadalupe Holdings, LLC, as recorded in Volume 2491, Page 87 of the Guadalupe County Deed Records; said tract being more particularly described by metes and bounds as follows with the bearings being based on the Texas State Plane Coordinate System, South Central Zone using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a smooth 5/8-inch iron rod found in the northwest right-of-way line of Interstate Highway 10 for the southeast corner of a tract of land conveyed to Guadalupe Holdings, LLC, as recorded in Volume 2382, Page 248 of the Guadalupe County Deed Records, for the southwest corner of said Project Green Subdivision and for the southwest corner of this tract;

THENCE; North 01° 27' 33" West - 3,904.22 feet with the west line of said Lot 3 and with the east line of said Guadalupe Holdings tract to a 10-inch x 10-inch concrete fence post found in the southwest right-of-way line of Friesenhahn Road (Youngs Ford Road, right-of-way varies) for a northwest corner of this tract;

THENCE; South 75° 48' 22" East - 622.44 feet with the southwest right-of-way line of said Friesenhahn Road to a 10-inch x10-inch concrete fence post found for an angle point of this tract;

THENCE; South 76° 34' 50" East - 1,425.29 feet with the southwest right-of-way line of said Friesenhahn Road to a 1/2-inch iron rod with cap found for an interior corner of this tract; from which a 1/2-inch iron rod found bears North 74° 17' 36" East - 0.33 feet;

THENCE; North 20° 52' 10" East - 84.74 feet with the east line of said Lot 1 and with the west line of said Lot 2 to a 5/8-inch iron rod with cap set for an interior corner of this tract;

THENCE; North 76° 54' 03" West - 682.88 feet with the northeast right-of-way line of said Friesenhahn Road to a 1/2-inch iron rod with cap found for an interior corner of this tract;

THENCE; South 12° 54' 49" West - 9.69 feet with a jog in the northeast right-of-way line of said Friesenhahn Road to a 10-inch x10-inch concrete fence post found for a south corner of this tract;

THENCE; North 76° 24' 13" West - 936.14 feet with the northeast right-of-way line of said Friesenhahn Road to a 5/8-inch iron rod with cap set for a west corner of this tract;

THENCE; North 14° 03' 37" East - 10.20 feet with a jog in the northeast right-of-way line of said Friesenhahn Road to a 1/2-inch iron rod found for an interior corner of this tract;

THENCE; North 75° 11' 12" West - 503.39 feet with the northeast right-of-way line of said Friesenhahn Road to a 1/2-inch iron rod found for a southwest corner of this tract;

THENCE; North 01° 08' 08" West - 848.44 feet with the west line of said Lot 1 and with the east line of a 19.21 acre tract of land conveyed to O.J. Reidel, Trustee, as recorded in Volume 724, Page 541 of the Guadalupe County Deed Records to a ½-inch iron rod found for an angle point of this tract;

THENCE; North 01° 28' 34" West - 551.15 feet with the west line of said Lot 1 and with the east line of Westgate Subdivision, according to the map or plat recorded in Volume 4, Page 96 of the Guadalupe County Map Records to a ⅝-inch iron rod with cap set for an angle point of this tract;

THENCE; North 01° 22' 32" West - 1,262.61 feet with the west line of said Lot 1 and with the east line of said Westgate Subdivision to a concrete monument disk found in the southwest right-of-way line of F.M. Highway 78 (right-of-way varies) for a northwest corner of this tract;

THENCE; South 76° 33' 09" East - 1,256.79 feet with the southwest right-of-way line of said F.M. Highway 78 to a ⅝-inch iron rod with cap set for a northeast corner of this tract; from which a metal fence post bears South 00° 50' 29" East - 0.91 feet;

THENCE; South 00° 50' 29" East - 741.45 feet with an east line of said Lot 1 and with the west line of an 11.684 acre tract of land conveyed to Fernon J. Schievelbein, as recorded in Volume 476, Page 679 of the Guadalupe County Deed Records to a 10-inch x 10-inch concrete fence post found for an interior corner of this tract;

THENCE; South 76° 36' 44" East with the northeast line of said Lot 1 and with the southwest line of said 11.684 acre tract, with the southwest line of a tract of land conveyed to Fernon J. Schievelbein, as recorded in Volume 1000, Page 572 of the Guadalupe County Deed Records, and with the southwest line of a 13.730 acre tract of land conveyed to Fernon J. Schievelbein, as recorded in Volume 476, Page 679 of the Guadalupe County Deed Records at a distance of 1,604.24 feet pass a ½-inch iron rod in concrete found and continuing for a total distance of 1,893.61 feet with the northeast line of said Lot 2 to a 10-inch x 10-inch concrete fence post found for an interior corner of this tract;

THENCE; North 01° 09' 52" West - 747.68 feet with a west line of said Lot 2 and with the east line of said 13.730 acre tract to a concrete monument found in the southwest right-of-way line of said F.M. Highway 78 for a northwest corner of this tract;

THENCE; South 78° 44' 39" East - 972.43 feet with the southwest right-of-way line of said F.M. Highway 78 to a concrete monument found for an angle point of this tract;

THENCE; South 76° 37' 15" East - 737.62 feet with the southwest right-of-way line of said F.M. Highway 78 to a 2-inch iron pipe found for a northeast corner of this tract;

THENCE; South 01° 17' 10" East - 1,097.52 feet with a east line of said Lot 2 and with the west line of a tract of land conveyed to Superior Energy Group, Ltd., as recorded in Volume 732, Page 1301 of the Guadalupe County Deed Records to a ½-inch iron rod found for a southeast corner of this tract;

THENCE; South 87° 34' 00" West - 711.09 feet with a south line of said Lot 2 to a ½-inch iron rod with cap set in concrete for an interior corner of this tract; from which a bent 1-inch iron pipe bears South 87° 34' 10" West - 2.83 feet;

THENCE; South 01° 22' 58" East - 1,116.97 feet with the east line of said Lot 2 to a 6 foot Chain Link Fence corner found for an angle point of this tract;

THENCE; South 00° 15' 22" East - 290.39 feet with the east line of said Lot 2 to a ½-inch iron rod with cap stamped 'Kling' for a southeast corner of this tract;

THENCE; North 76° 54' 03" West - 62.59 feet with the northeast right-of-way line of said Friesenhahn Road to a 5/8-inch iron rod with cap set for an interior corner of this tract;

THENCE; South 01° 04' 17" East - 718.65 feet with the east line of said Lot 2 to a brass disk found in the northwest right-of-way line of said Interstate Highway 10 for a southeast corner of this tract; from which a ½-inch iron rod with cap 'B&A' bears South 55° 35' 30" West - 0.53 feet;

THENCE; South 51° 29' 46" West with the southeast line of said Lot 2 and with the northwest right-of-way line of said Interstate Highway 10, at a distance of 489.92 feet pass a ½-inch iron rod with cap stamped 'B&A' found and continuing with the southeast line of said Lot 3 for a total distance of 870.11 feet to a brass monument disk found for an angle point of this tract;

THENCE; South 54° 44' 17" West - 652.94 feet with the northwest right-of-way line of said Interstate Highway 10 to a brass monument disk found for an angle point of this tract;

THENCE; South 58° 04' 52" West - 1,419.28 feet with the northwest right-of-way line of said Interstate Highway 10 to a ¾-inch square bar found for an angle point of this tract;

THENCE; South 61° 55' 18" West - 999.03 feet with the northwest right-of-way line of said Interstate Highway 10 to a ½-inch iron rod with cap stamped 'Kling' found for an angle point of this tract;

THENCE; South 69° 00' 37" West - 561.36 feet with the northwest right-of-way line of said Interstate Highway 10 to the POINT OF BEGINNING and containing 451.1042 acres of land.

COMPILED BY:

TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Job No. 356-146
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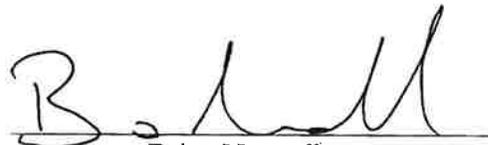

Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

Exhibit A-2
Metes and Bounds Description of Tract A-2

January 24, 2008

Tract 2

**87.9012 acre tract of land in the J.D. Clements Survey, Abstract No. 11,
Guadalupe County, Texas**

A FIELD NOTE DESCRIPTION of 87.9012 acres of land in the J.D. Clements Survey, Abstract No. 11, Guadalupe County, Texas; said 87.9012 acre tract being that same tract of land conveyed to Guadalupe Holdings, LLC, as recorded in Volume 2382, Page 248 of the Guadalupe Deed Records; said tract being more particularly described by metes and bounds as follows with the bearings being based on the Texas State Plane Coordinate System, South Central Zone using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a smooth 5/8-inch iron rod found in the northwest right-of-way line of Interstate Highway 10 for the southeast corner of said Guadalupe Holdings, LLC tract, for the southwest corner of Project Green Subdivision, according to the map or plat recorded in Volume 7, Pages 263-264 of the Guadalupe County Map Records and for the southeast corner of this tract;

THENCE; South 68° 42' 28" West - 710.50 feet with the northwest right-of-way line of said Interstate Highway 10 to a 60d nail in concrete found for an angle point of this tract;

THENCE; South 58° 05' 50" West - 215.79 feet with the northwest right-of-way line of said Interstate Highway 10 to a 1/2-inch iron rod with cap stamped 'B&A' found for a southwest corner of this tract;

THENCE; North 01° 31' 26" West - 4,139.17 feet with the east line of a 40 acre tract conveyed to Robin R. Rector Harrel, as recorded in Volume 1528, Page 234 of Guadalupe County Deed Records to a 1/2-inch iron rod found for an interior corner of this tract;

THENCE; South 89° 03' 44" West - 536.71 feet with a north line of said 40 acre tract to a 1/2-inch iron pipe found for an angle point of this tract;

THENCE; South 88° 21' 42" West - 60.21 feet with the north line of a 27.44 acre tract of land conveyed to Nancy Beth Hallberg, as recorded in Volume 1847, Page 835 of the Guadalupe County Deed Records to a 4-inch metal pole found for a southwest corner of this tract; ---

THENCE; North 01° 07' 53" West - 495.80 feet with the east line of a 2.935 acre tract of land conveyed to Strata Ferrous, Inc., as recorded in Volume 1504, Page 468 of the Guadalupe County Deed Records to a metal fence post found in the southwest right-of-way line of Friesenhahn Road (Youngs Ford Road, right-of-way varies) for the northwest corner of this tract;

THENCE; South 76° 37' 07" East - 1,503.28 feet with the southwest right-of-way line of said Friesenhahn Road to a 10-inch x10-inch concrete fence post found for the northeast corner of this tract;

THENCE; South 01° 27' 33" East - 3,904.22 feet with the west line of Lot 3, Block 1 of said Project Green Subdivision to the POINT OF BEGINNING and containing 87.9012 acres of land.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Job No. 356-146
W:\356-146_T2.wpd




Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

April 9, 2025

**4.6132 acres of land in the Joseph D. Clements Survey, Abstract No. 11,
City of Seguin, Guadalupe County, Texas**

A FIELD NOTE DESCRIPTION of a 4.6132 acre (200,952 square feet) tract of land in the Joseph D. Clements Survey, Abstract No. 11, City of Seguin, Guadalupe County, Texas; said 4.6132 acre tract being that same called 4.63 acre tract of land conveyed to TXLOTS, L.L.P., as recorded in Volume 1689, Page 72 of the Guadalupe County Deed Records; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a TXDOT disc found in the northwest right-of-way line of Interstate Highway No. 10 (width varies), as recorded in Volume 365, Page 50 and Volume 367, Page 403 of the Guadalupe County Deed Records and in the west line of a 41.35 acre tract of land, as recorded in Volume 217, Page 529 of the Guadalupe County Deed Records for the southeast corner of Lot 2, Block 1, Final Plat of Project Green Subdivision, according to the map or plat recorded in Volume 7, Page 263 of the Guadalupe County Map Records and for the southwest corner of this tract; from which a 1/2-inch iron rod with cap found bears South 67° 14' 17" West – 0.62 feet;

THENCE, North 01° 04' 17" West - 636.14 feet (called North 00° 55' 20" West – 637.72 feet per Volume 1689, Page 72 of the Guadalupe County Deed Records) (called North 00° 50' 03" West – 635.86 feet per Volume 7, Page 263 of the Guadalupe County Map Records) with the east line of said Lot 2 and with the west line of said 41.35 acre tract to a 5/8-inch iron rod with cap stamped "McKim & Creed" set in the southwest right-of-way line of Friesenhahn Road (Youngs Ford Road) (width varies – 80 feet wide at this point), as recorded in Volume 321, Page 58 and Volume 322, Page 220 of the Guadalupe County Deed Records for the northwest corner of this tract; from which a 5/8-inch iron rod found for an interior corner of said Lot 2 bears North 01° 04' 17" West – 82.51 feet (called North 00° 50' 03" West – 82.71 feet per Volume 7, Page 263 of the Guadalupe County Map Records);

THENCE, South 78° 34' 40" East - 557.92 feet (called South 78° 07' 42" East – 560.79 feet per Volume 1689, Page 72 of the Guadalupe County Deed Records) with the southwest right-of-way line of said Friesenhahn Road to a TXDOT disc found at the north end of a cutback corner at intersection of the southwest right-of-way line of said Friesenhahn Road with the northwest right-of-way line of said Interstate Highway No. 10 for a northeast corner of this tract;

THENCE, South 12° 50' 11" East - 86.78 feet (called South 12° 26' East - 86.9 feet per Volume 365, Page 50 of the Guadalupe County Deed Records) (called South 12° 13' 53" East - 86.09 feet per Volume 1689, Page 72 of the Guadalupe County Deed Records) with said cutback corner to a TXDOT disc found at the south end of said cutback corner for the southeast corner of this tract;

THENCE, South 51° 29' 46" West - 708.25 feet (called South 51° 48' West - 705.3 feet per Volume 365, Page 50 of the Guadalupe County Deed Records) (called South 51° 48' 00" West - 708.49 feet per Volume 1689, Page 72 of the Guadalupe County Deed Records) with the northwest right-of-way line of said Interstate Highway No. 10 to the POINT OF BEGINNING and containing 4.6132 acres (200,952 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
MCKIM & CREED
Engineers, Surveyors, Planners
Stafford, Texas
Firm Registration No. 10177600
Job No. 08499-0067
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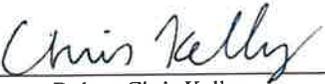

Robert Chris Kelly
Registered Professional Land Surveyor
State of Texas No. 6833

Exhibit B
General Land Use Plan

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF SEGUIN, TEXAS APPROVING A GENERAL LAND USE PLAN FOR THE PROPERTIES LOCATED IN THE AREA OF IH-10 AND FM 78, NEAR THE INTERSECTION OF IH-10 AND FRIESENHAHN RD, IN SEGUIN, GUADALUPE COUNTY, TEXAS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Planned Unit Development (PUD) zoning district is a unique zoning district that allows creative development of property beyond the standard land use regulations prescribed by the Unified Development Code (UDC) for conventional zoning districts; and

WHEREAS, an approved General Land Use Plan (GLUP) that identifies the proposed modifications to the standard requirements of the land use regulations of the City of Seguin is required for all properties zoned as a Planned Unit Development (PUD); and

WHEREAS, the proposed modifications in the GLUP shall provide a higher quality project than typically obtained through the standard land use and site development standards; and

WHEREAS, written notice of the public hearings held for the proposed GLUP was provided to surrounding property owners in accordance with the general process for zoning change requests; and

WHEREAS, the Planning & Zoning Commission held a public hearing at their meeting on September 9, 2025 to provide the public with an opportunity to make comments on the proposed GLUP; and

WHEREAS, the Planning & Zoning Commission recommends approval of the General Land Use Plan with the conditions that have been incorporated into the GLUP document attached herein.

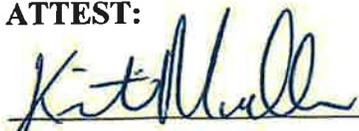
NOW THEREFORE BE IT RESOLVED by the City Council of Seguin, Texas:

PART 1. The City Council hereby approves the General Land Use Plan for the properties located in the area of IH-10 and FM 78, near the intersection of IH-10 and Friesenhahn Rd, specifically including the properties identified with Property ID's 128174, 128175, 128176, 129007, 136699, 53238, 53239, and 52990, in Seguin, Guadalupe County, Texas.

PART 2. This Resolution shall be in full force and effect immediately from and after its passage.

PASSED AND APPROVED this 6th day of October 2025.

ATTEST:



Kristin Mueller, City Secretary





DONNA DODGEN
MAYOR

Seguin Town Center General Land Use Plan Narrative

I. Introduction

The Seguin Town Center is a mixed-use development planned for an approximate 547-acre tract located at Interstate 10 and Friesenhahn extending to FM 78. This planned unit development has been prepared by A-L 97 IH 10-SH 46, L.P. (the “Developer”) pursuant to the City of Seguin ordinances related to Planned Unit Development (“PUD”) Districts. This document is provided to replace the previously approved General Land Use Plan (GLUP) for the property. The purpose of the PUD is to encourage flexibility in the uses in the development of the land to meet changing market demands in order to promote the most appropriate design. These requirements will help to facilitate the development of the property in a harmonious way to service the community (the “Project”).

The development and operation of the Project shall be governed solely by the terms of this GLUP and the Seguin Unified Development Code (the “UDC”), and all applicable state and local laws. In the event of any conflicts between the terms and provisions of this GLUP and terms and conditions of the Unified Development Code, present or future, the terms and provisions of this PUD shall supersede and control.

II. Existing Conditions

Physical Opportunities and Constraints

Located at the southwest corner of the intersection of Interstate 10 and Friesenhahn, the Project is composed of approximately 547 acres as depicted in Exhibit A – Area Location Map and is defined in the Exhibit B – Legal Description for the property tracts.

There is an existing drainage pattern, identified as Guadalupe Tributary 4a, extending from the northern portion of the property to the western property line of the Project, which creates a 100-year floodplain. This floodplain will be addressed to increase the developable land while mitigating the impact. There is an existing electrical transmission line in an 80’ easement that extends across the southern portion of the property from east to west. A pipeline easement exists in the southwestern portion of the property. Each of these constraints are accounted for in the design and planning of the Project.

Surrounding Land Use

The mix of land uses that are adjacent to the Project range from single family residential to commercial/industrial uses. Immediately to the west of the Project is a mixture of large tract single family residential with zoning designation of Agricultural Ranch and Manufactured-Residential. FM 78 and a railroad line borders the northern portion of the Project with a mixture of single-family tracts zoned as Single Family Residential 2 and Light Industrial. The property to the east is zoned as Commercial and has a range of commercial activities and undeveloped land. Land on the southern side of the interstate consist of developed and undeveloped industrial tracts.

III. Project Description

Compliance with Future Land Use Plan

The City of Seguin Future Land Use Plan includes a mixture of projected land uses for the Project area. An area of Commercial Corridor use is designated along the frontage area along Interstate 10. There is an area of Suburban Residential use shown in the western portion of the property north of the Commercial Corridor portion. The northern portion of the property is designated as Commerce Center.

Plan Description

The Concept Plan consists of various potential uses including commercial uses, multi-family and hospitality components, and light industrial uses. The commercial portion of the Project along the interstate frontage includes potential for multiple large retail anchor tenants, multi-tenant retail, restaurant, and entertainment uses. North of the commercial frontage, a mixed-use area of potentially light industrial, multi-family, hospitality, and entertainment uses are planned. The northern portion of the Project will be a mixture of light industrial, multi-family and commercial uses. A large drainage facility will be constructed to mitigate the existing flood plain within the Project and also provide detention for the development of the Project.

Access to the Project will be taken from Interstate 10 frontage road where driveway connections with deceleration lanes have already been constructed, from Friesenhahn and from FM 78. Adequate internal circulation will be provided within the Project to ensure appropriate access and internal connectivity between the uses and the external roadways.

The Project will be developed with consistent architectural elements, signage and landscaping plan that will create cohesiveness amongst the various users as well as to help unify the Project and create an aesthetically pleasing destination for residents and visitors to the area.

General Project Character

Architecture: All buildings within the Project will be constructed to meet Architectural Guidelines established for the property. Compliance with the guidelines will be managed by a Commercial Association to govern the property within the Project. In general, the guidelines will meet the requirements of the City's IH 10 Overlay District allowing for a mixture of finishes for the buildings including masonry (painted or treated), wood, brick, simulated siding, and glass finishes.

Zoning

Current Zoning: The property is zoned as Planned Unit Development, though the adopted general land plan for the existing PUD has expired. The General Land Use Plan for this project identifies areas of development with specific concentrations of uses within each area.

Land Uses: The Project consists of a variety of uses. It is proposed that the uses allowed within the zoning categories of Commercial (C), Multi-Family High Density (MF-3) with no maximum density, Public (P), and Light Industrial (LI) be allowed within the PUD.

The uses and characteristics of the land uses is defined further in the following sections:

Light Industrial

The following uses will be permitted within the areas designated to include light industrial as a use provided it meets the operational and design standard outlined below:

Permitted uses within Light Industrial include:

- Welding, stamping and forming provided performed entirely indoors
- Light assembly operations
- CNC machining and fabrication

- Powder coating and industrial painting, provided these activities are performed entirely indoors and ancillary to the manufacturing process of a product
- Warehousing and distribution, including but not limited to last-mile logistic operations
- 3D printing and additive manufacturing
- Food and beverage processing such as bottling, packaging and roasting
- Electronics manufacturing and assembly such as circuit boards and sensors, including semiconductor component assembly, manufacturing or testing, excluding on site wafer fabrication or chemical etching
- Medical device manufacturing
- Clean Energy equipment production and manufacturing
- Automotive parts and component manufacturing, such as brake systems, interior assemblies, under-hood parts, provided that all manufacturing processes occur entirely indoors and outdoor storage is screened. Operations should not emit particulates, odor, smoke , gas fumes, light above legally approved standards by governmental entities.
- Data centers, server farms or colocation facilities
- Research and Development (R&D) laboratories, including those associated with advanced manufacturing, life sciences, clean energy, or technology, provided all activities are conducted indoors.

The following uses are prohibited in Light Industrial areas:

- Steel, aluminum, or other metal mills and foundries
- Cement or concrete batch plants (unless temporary for onsite construction activities) or product manufacturing
- Asphalt or roofing shingle production
- Petroleum refining
- Large-scale outdoor woodworking or lumber mills
- Meat processing, slaughterhouses or rendering facilities
- Large scale (defined as more than 35% of the leased space of the premises) chemical manufacturing such as solvents, resins, pesticides.
- Recycling, salvage, or scrap yard operations
- Bulk hazardous materials storage or distribution

The operational standards within the light industrial use areas are defined below:

- All manufacturing, fabrication, and assembly must occur within enclosed buildings.
- Outdoor storage shall be limited to non-hazardous materials and screened from public view.
- All environmental controls shall meet all governmental standards.

The following design standards shall apply to light industrial use areas:

- Building materials – Primary exterior walls must be constructed of concrete tilt-wall, architectural metal panels, or masonry. Stucco or EIFS is permitted only as an accent material.
- Façade Articulation: Street-facing facades must include articulation, glazing, material variation, or architectural detailing to avoid blank walls.
- Screening: All rooftop equipment, loading docks, and outdoor storage must be screened from public right-of-way.
- Landscape Buffer: a 25' foot landscape buffer with a 6'-high fence and 50' building setback between light industrial uses and single-family uses.

Multi-Family

The areas of multi-family use within the development will be developed in a manner consistent with the City MF-3 zoning district with the following operation and design standards.

No density limit will be applied to the multi-family use within the development, though there will be no more than 25 contiguous acres of multi-family within the development. Access will be provided by internal roads within the development.

Any multi-family use that abuts single-family shall meet the buffer requirements and provide the following: building setback shall be standard building setback plus 10' for the first story and 5' for each additional story of the multi-family structure with landscape buffer of one 4-inch caliber tree every 20 feet. Parking is allowed in the buffer area with a setback of 15 feet from the property line.

Commercial

The areas of commercial uses within the development shall consist of a wide range of commercial retail uses, offices, and business and personal uses.

Permitted uses within the Commercial use areas include:

- Retail uses
- Professional office
- Community Center
- Medical Office, including emergency room services and hospital
- Veterinary office with enclosed kennel
- Restaurants, including those with drive-through and pick-up window services
- Commercial indoor and outdoor entertainment uses
- Day Care
- Auto repair and services
- Auto sales
- Car wash
- Gas station
- Assisted Living Facility
- Nursing Home or Convalescent Home
- Vocational school
- University/College
- Governmental buildings and uses
- Religious assembly facilities
- Hotel/Motel including bed and breakfast
- RV Park
- Fitness Club
- Outdoor festivals
- Driving range
- Event Halls and facilities
- Communication tower
- Farmer's Market
- Financial institution with drive-through

The following design standards shall apply to commercial use areas:

- In order to promote cross access and shared parking within the parking lot, median breaks within larger parking fields will not be required.
- Due to the shared nature of parking field areas, a minimum of 1 parking space per 250 square feet of building area will be provided within the commercial area.
- Stacking space shall be provided for drive-through facilities within the development:
 - For financial institutions, each teller window or ATM station shall be provided with a minimum two stacking spaces.
 - For a drive-through restaurant, a minimum of three stacking spaces shall be provided from the order location and a minimum of two stacking spaces at each vehicle stop window (payment/pick-up windows).
 - For restaurants with pick-up windows only (no ordering), a minimum of two stacking spaces will be required.
 - Escape or bypass lanes will not be required.
- Seasonal sales and outside storage shall be allowed based on the following:
 - Temporary seasonal outdoor sales may occupy the parking areas for seasonal sales on a temporary basis only, for a maximum of ninety (90) days for display of seasonal materials and a maximum of twelve (12) displays per calendar year.
 - Occasional sidewalk sales located immediately in front of the premises of a tenant or user may be conducted as long as the sidewalk sales do not impair ingress and egress on such sidewalks.
 - Outside storage within the Commercial area shall not exceed 20% of the front area between the building line as constructed and the property line. Any storage on the side shall be screened.

Project Development Regulations

With some exceptions contained herein, the Project will conform to the development regulations within the City of Seguin UDC. Any items not specifically addressed below shall revert to the regulations within the UDC. The regulations below shall apply to all development within the Project:

Building Height: No restriction on the maximum height of the building.

Minimum Building Setbacks: The below building and parking setbacks shall be adhered to on all development within the Project:

Public Street Setback: 10' Parking setback/ 20' Building setback

Side Setback (Interior): 10' side building setback – except for where shared walls may exist with a zero setback

Rear Setback: 5' Parking setback / 15' Building setback

Impervious Cover Maximum: 90% for Commercial and Light Industrial uses and 80% for multi-family uses

Tree Mitigation Requirements:

The majority of the Project area is currently unwooded with the only areas with significant number of trees is the area in which the drainage facilities for the Project are to be constructed. A tree survey showing protected trees shall be furnished to the City. Along the drainage channel to be constructed a 2" caliber tree shall be planted every 200 feet alternating on each side of the channel.

Signage

On-premise and off-premise pylon and monument signs will be provided in a cohesive manner throughout the Project. No businesses from outside of the Project area shall be included on the signage. The final locations and architectural design of the approved signs may vary depending on the final layout of the Project and shall be determined by the Developer. So long as the maximum size and number of approved signs does not differ materially from those depicted in the Signage Exhibits such signs shall be deemed as approved by planning.

Wall signs: The maximum horizontal length of any tenant wall sign within the commercial use areas shall not exceed 80% of the width of the such tenant's usable storefront. Except for the foregoing, walls signs shall be allowed within the Project without limitation to the number, size or location of such wall signs.

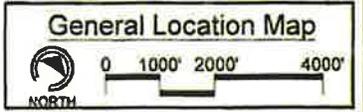
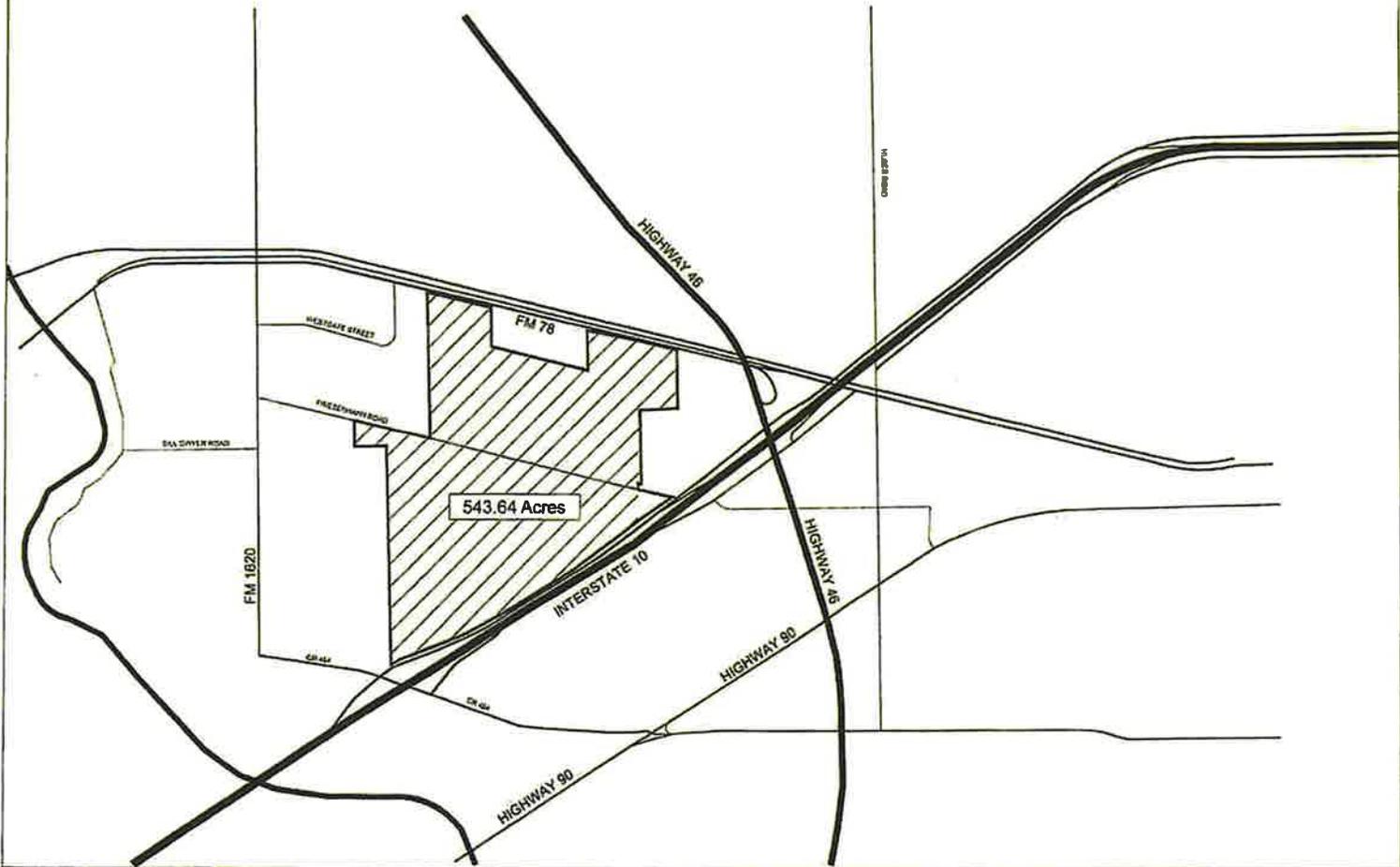
National Chain Signs: A National chain is defined as a retail business which operates 25 or more units under the same trade name. The standard signs and logos of a National Chain, including but not limited to marquee signs, projecting signs, wall signs and roof signs, shall be permitted so long as such signs and logos do not utilize flashing, moving or audible lights or appurtenances.

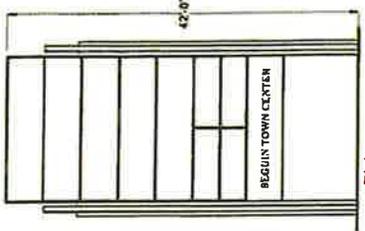
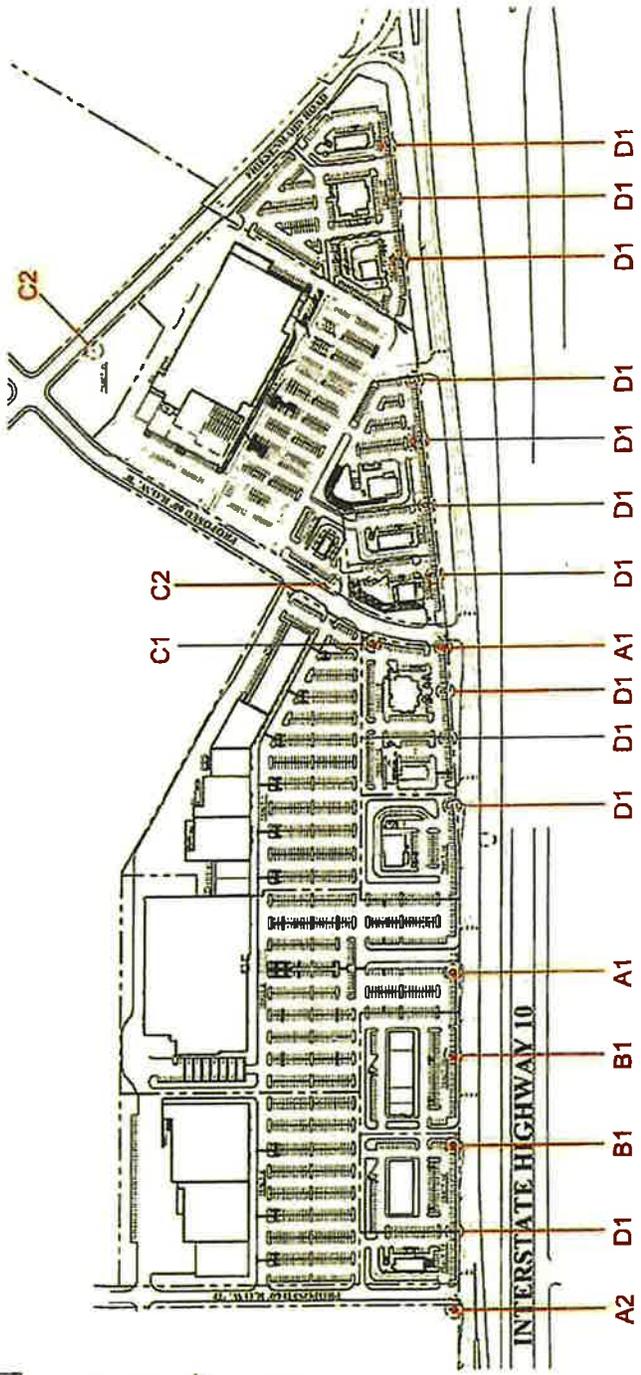
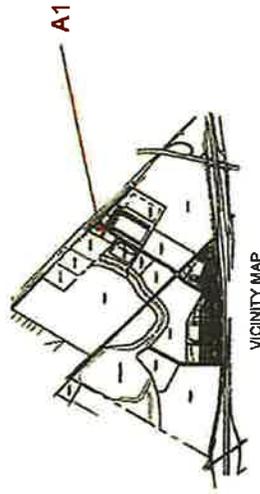
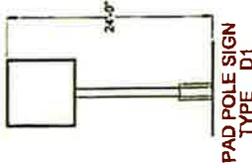
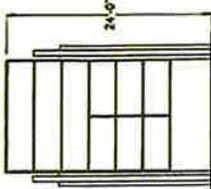
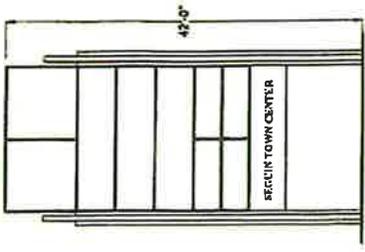
Expiration of General Land Use Plan

If no construction has commenced within five years from the approval of the GLUP, the GLUP will expire.

SEGUIN TOWN CENTER
GLUP LOCATION MAP

EXHIBIT A





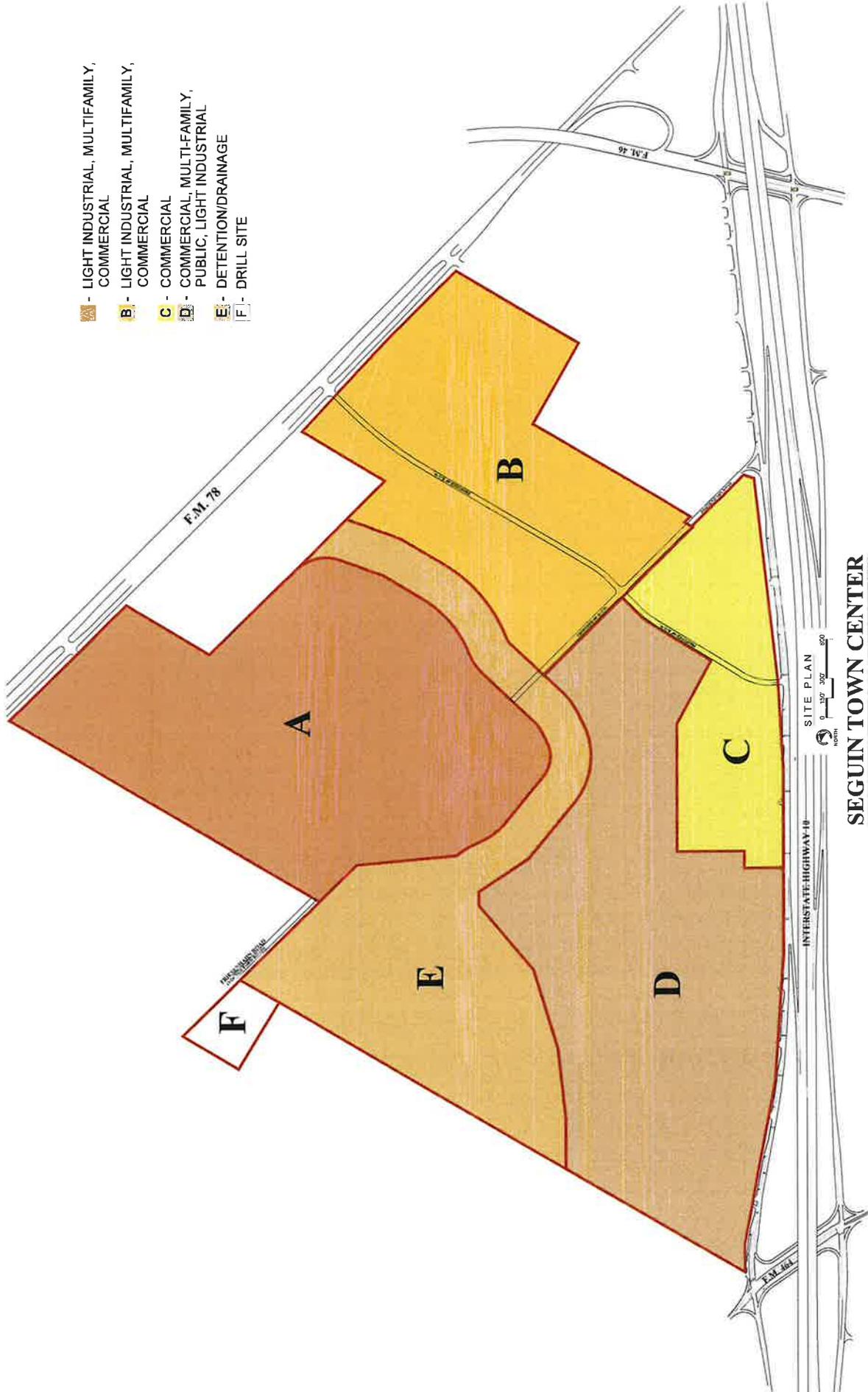
SEGUIN TOWN CENTER

 EXHIBIT

 NMC OF INTERSTATE HIGHWAY 10 & HIGHWAY 46

 SEGUIN, TEXAS

- A** - LIGHT INDUSTRIAL, MULTIFAMILY, COMMERCIAL
- B** - LIGHT INDUSTRIAL, MULTIFAMILY, COMMERCIAL
- C** - COMMERCIAL
- D** - COMMERCIAL, MULTI-FAMILY, PUBLIC, LIGHT INDUSTRIAL
- E** - DETENTION/DRAINAGE
- F** - DRILL SITE

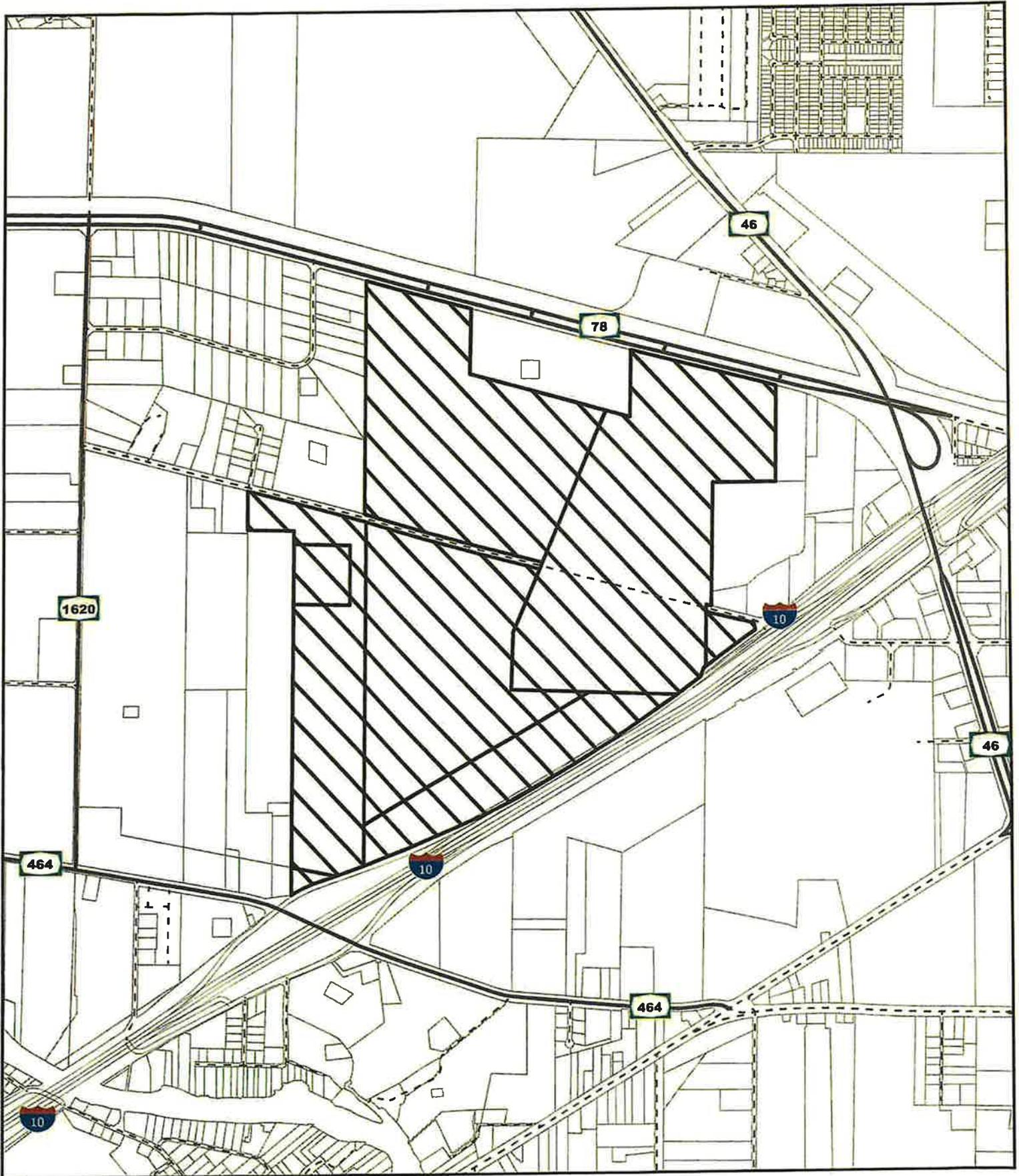


SEGUIN TOWN CENTER

GENERAL LAND USE PLAN

NWC OF INTERSTATE HIGHWAY 10 & HIGHWAY 46
SEGUIN, TEXAS

LOCATION MAP

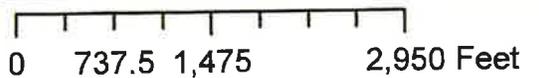


GLUP 01-25 W. IH-10 and F.M. 78

This map is for information purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The City of Seguin assumes no liability for errors on this map or use of this information.



Site



Printed : 8/18/12 102.

Exhibit C
Design Standards

SEGUIN TOWN CENTER

TENANT DESIGN CRITERIA

DRAFT

Proposed Exterior Materials

Architectural Panels:	Nichiha, VintageWood – Cedar Nichiha, Illumination - 1008-4 Gray By Me Nichiha, Illumination - Fog
Decorative Tile:	Decorative Tile: TBD
Cast Stone:	Siteworks - Natural
Prefinished Metal:	M-1: Berridge, Zinc-Cote M-2: Berridge, Natural White Corrugated Metal Panel: Berridge, Zinc-Cote Site Light Poles & Fixtures: Graphite Textured
Awning/Canopy:	AVADEK, Color: Berridge, Zinc-Cote
EIFS / Paint Colors:	P-1: PPG15-05 – Macaroon Cream (LRV 83) P-2: PPG15-26 – Toasted Almond (LRV 61) P-3: PPG1024-3 – Crushed Silk (LRV 63) P-4: PPG15-25 – Stonington (LRV 50) P-5: PPG15-30 – Roasted Chestnut (LRV 27)
Storefront Framing:	Clear Anodized Aluminum
Glazing:	Clear Glass

Site Pavement and Graphics Striping

PART 1 – General

1.1 Work Included

- A. Paving striping and graphic paint.
- B. The requirements of this section are in addition to the requirements of the General Conditions, Supplementary Conditions, and Division 1 of these Specifications.

PART 2 – Products

2.1 Striping and Graphic Paint

- A. Type: PPG "Traffic and Zone Marking Paint 11-5 (50.4% solids by volume), color directly on new pavement to be selected by Architect, unless indicated on the drawings.
 - 1. This paint is formulated for application on concrete pavement and asphaltic concrete pavements.
- B. Color
 - 1. Striping - White.
 - 2. Accessible parking - White.
 - 3. Fire lane markings - Red
 - 4. Concrete bases of site lighting poles - Rubbed concrete finish.

PART 3 – Execution

3.1 Striping and Graphic Symbols Directly on New Pavement

- A. DO NOT begin striping until pavement surface has been accepted by the Architect.
- B. Mark off pavement surface with 4" white lines, length and other dimensions as shown on the drawings.
 - 1. Paint the thickness required for two coat application. Third coat will be required if complete coverage is not obtained.
 - 2. Apply to cleaned and dry surfaces.
 - 3. Lines shall be straight and uniform with sharp, clean edges.

Landscape Guidelines

In addition to city or county required landscape guidelines, the project site should maximize the amount landscape areas to limit large expanses of concrete paving. Landscaping should consist of a combination of sodded turf areas and shrub and ground cover bed areas. Large expanses of mulch or bed areas without substantial shrub or ground cover plantings are unacceptable. Ground cover consisting of crushed or decomposed granite, gravel, cobblestone, ornamental glass and lava rock cannot comprise more than 50% of landscape beds.

Plant material species should be carefully coordinated within the project site and the number of different species utilized should be kept to a minimum to avoid a chaotic effect. While lines of shrubbery placed along and parallel to building foundations may be appropriate in particular instances, landscape beds that provide interesting variations in line, color, balance, and texture are highly encouraged. Trees should be used generously throughout the project site to create project identity and provide shade.

Landscape plans shall conform to the established drainage pattern, shall cause water to drain away from the foundation of buildings, and shall prevent water from flowing under or ponding near or against the building foundation. Water shall flow fully over walkways, sidewalks or driveways into established drainage patterns. Obstruction of surface flows resulting in a backup of water onto any lot or tract is strictly prohibited.

Plant List

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SHRUBS
TREES				 Agave americana Century Plant 3 gal.
	<i>Cercis canadensis texensis</i>	Texas Redbud	8' Ht.	 Agave ovatifolia Whale's Tongue Agave 3 gal.
	<i>Chilopsis linearis</i>	Desert Willow 'Bubba'	8' Ht.	 Agave parryi truncata Arichoke Agave 5 gal.
	<i>Ilex vomitoria 'Pride of Houston'</i>	Pride of Houston Yaupon Holly	8' Ht.	 Agave x 'Blue Glow' Blue Glow Agave 3 gal.
	<i>Ilex x attenuata 'Eagleston'</i>	Eagleston Holly	8' Ht.	 Coronaster glaucophyllus Grayland Coronaster 3 gal.
	<i>Lagerstroemia indica 'Sioux'</i>	Sioux Crapè Myrtle	8' Ht.	 Dasylirion lasiocarpum Texas Sotol 3 gal.
	<i>Quercus macrocarpa</i>	Burr Oak	3" Cal.	 Hesperaloe parviflora Red Yucca 3 gal.
	<i>Quercus polymorpha 'Monterrey'</i>	Monterrey Oak	3" Cal.	 Ilex vomitoria 'Nana' Dwarf Yaupon Holly 3 gal.
	<i>Quercus texana</i>	Texas Red Oak	3" Cal.	 Juniperus chinensis 'Parsoni' Parson's Juniper 3 gal.
	<i>Quercus virginiana</i>	Live Oak	3" Cal.	 Juniperus chinensis 'Sea Green' Sea Green Juniper 3 gal.
	<i>Sophora secundiflora</i>	Texas Mountain Laurel	8' Ht.	 Juniperus horizontalis 'Blue Rug' Blue Rug Juniper 3 gal.
	<i>Ulmus crassifolia</i>	Cedar Elm	3" Cal.	 Juniperus procumbens 'Green Mound' Green Mound Juniper 3 gal.

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
	COBBLE STONE Smooth decorative cobbles
	BULLROCK COVER 3"-6" River Wash Gravel Spread as top dressing over planting or as ground cover
	CRUSHED GRANITE Compacted 4"-6" depth over filter fabric w/ edging 1" and smaller aggregate
	LARGE BOULDER Texas Moss Rock 5-1 ton 4 Man size 1,000-2,000lbs 36"-48"
	MEDIUM BOULDER 2 Man size 700-1,000lbs 18"-36"
	SMALL BOULDER 1 Man size Up to 200lbs 12"-18"
	BEPM 1:3 slope

IRRIGATION NOTES

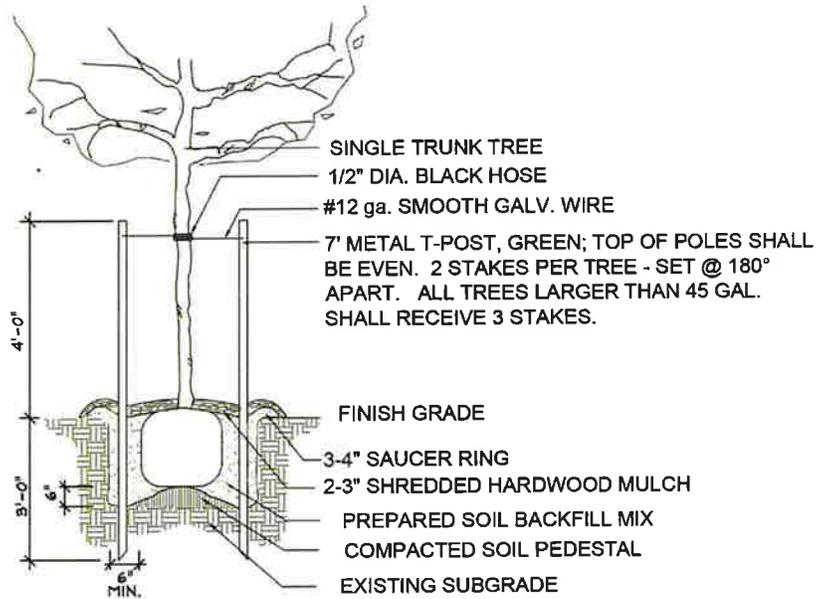
- ALL PLANTINGS SHOULD PUSH TOWARD XERISCAPING AND ANY IRRIGATION SYSTEMS GOAL SHOULD BE TO REDUCE WATER USE AND BE INDEPENDENT FROM SUPPLEMENTAL WATERING WITHIN 3 YEARS.
- ALL TREES TO BE IRRIGATED WITH TREE BUBBLERS, DEEP ROOT WATERING SYSTEM, OR DRIP TUBE RINGS.
- ALL SHRUBS TO BE IRRIGATED WITH A DRIP OR MICRO SYSTEM.

GROUND COVERS

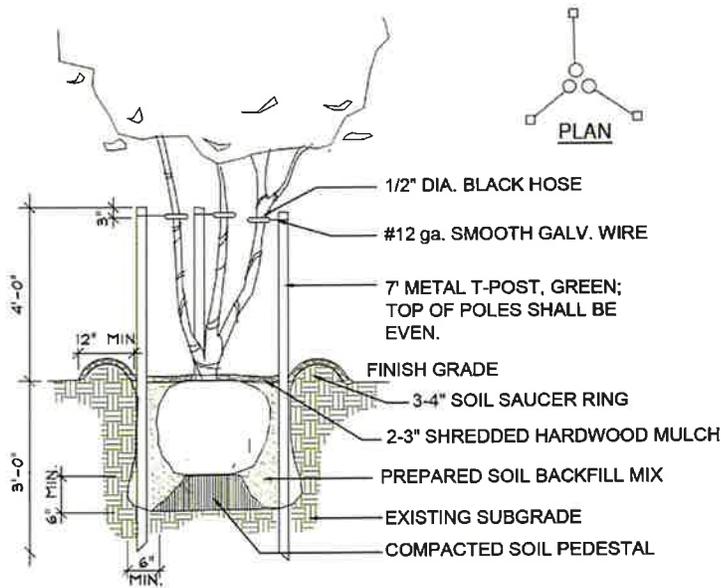
	Lantana species	Lantana	1 gal.
	Scutellaria sultriflorescens	Pink Skullcap	1 gal.
	Verbena canadensis 'Homestead Purple'	Homestead Purple Verbena	1 gal.

	Agave americana	Century Plant	3 gal.
	Agave ovatifolia	Whale's Tongue Agave	3 gal.
	Agave parryi truncata	Arichoke Agave	5 gal.
	Agave x 'Blue Glow'	Blue Glow Agave	3 gal.
	Coronaster glaucophyllus	Grayland Coronaster	3 gal.
	Dasylirion lasiocarpum	Texas Sotol	3 gal.
	Hesperaloe parviflora	Red Yucca	3 gal.
	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	3 gal.
	Juniperus chinensis 'Parsoni'	Parson's Juniper	3 gal.
	Juniperus chinensis 'Sea Green'	Sea Green Juniper	3 gal.
	Juniperus horizontalis 'Blue Rug'	Blue Rug Juniper	3 gal.
	Juniperus procumbens 'Green Mound'	Green Mound Juniper	3 gal.
	Leucophyllum frutescens 'Green Cloud'	Green Cloud Texas Sage	3 gal.
	Leucophyllum frutescens 'Silverado'	Texas Sage	3 gal.
	Miscanthus sinensis	Maiden Grass	3 gal.
	Muhlenbergia capillaris 'Gulf Coast'	Gulf Muhly Grass	3 gal.
	Muhlenbergia lindheimeri	Lindheimer's Muhly	3 gal.
	Nassella tenuissima	Mexican Feather Grass	3 gal.
	Opuntia ellisiana	Spineless Prickly Pear	3 gal.
	Pennisetum alopecuroides 'Cassian'	Cassian Fountain Grass	3 gal.
	Rosmarinus officinalis	Rosemary	3 gal.
	Salvia greggii	Autumn Sage	3 gal.
	Salvia x sylvestria 'May Night'	May Night Sage	1 gal.
	Yucca filamentosa 'Color Guard'	Color Guard Yucca	3 gal.
	Yucca recurvifolia	Soft Leaf Yucca	3 gal.
	Yucca rostrata 'Sapphire Skies'	Sapphire Skies Yucca	3 gal.

Landscape Details

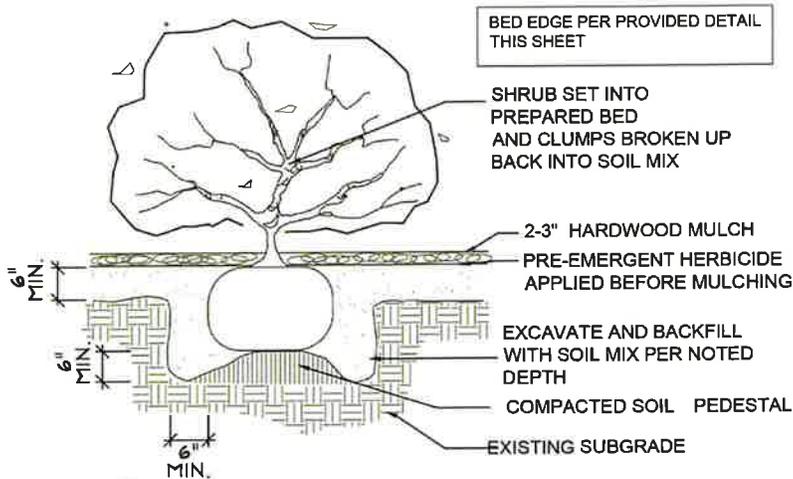


A - TREE PLANTING
 SCALE: NTS

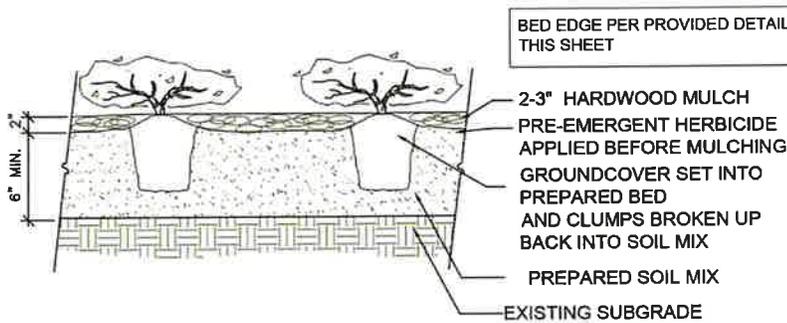


B - MULTI-STEM TREE PLANTING
 SCALE: NTS

Landscape Details

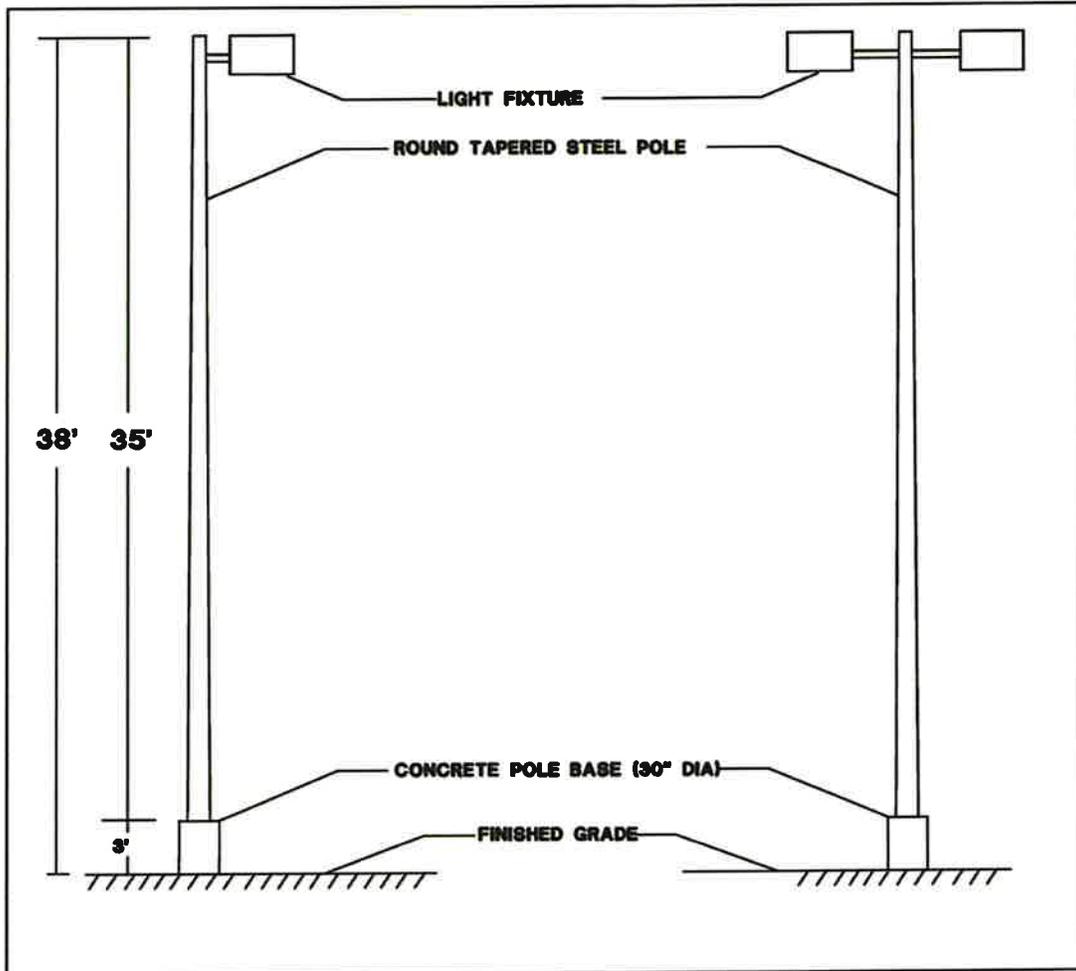


(C) - SHRUB PLANTING
SCALE: NTS



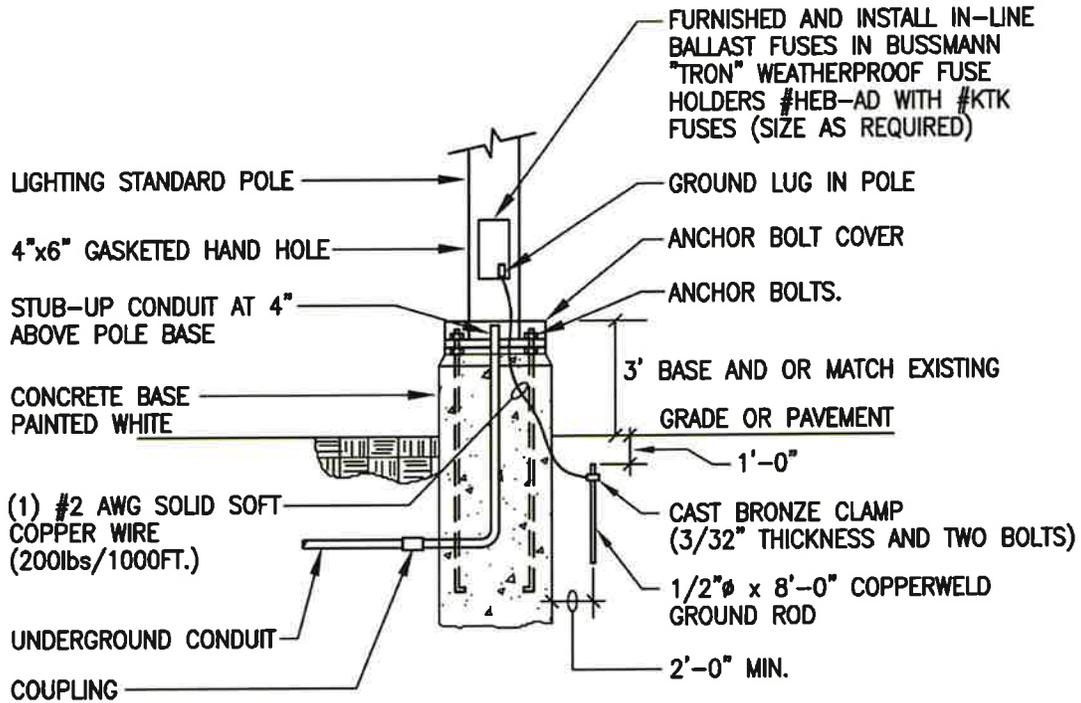
(D) - GROUNDCOVER PLANTING
SCALE: NTS

Site Lighting and Pole Base Detail



1 **SITE LIGHTING DETAIL-TYPE 'OA' FIXTURES**
SCALE: NOT TO SCALE

Site Lighting and Pole Base Detail



NOTE:
REFER TO ARCHITECTURAL/ STRUCTURAL DRAWINGS FOR CONCRETE WORK.

2 POLE BASE DETAIL

SCALE: none

Site Lighting Fixture Schedule & Photometric Requirements

PARKING LOT LIGHT FIXTURE SCHEDULE						
TYPE	MANUFACTURER	NUMBER OF FIXTURES PER POLE	LAMPS		VOLTS	POLE MODEL NO./REMARKS
			NO.	TYPE		
OA	GARDCO #HPV23-2-5XVF-1000PSMH-480-CC FLAT LENS CC=CUSTOM COLOR=CHAMPAGNE	2	2	1000 WATT CLR-PSMH	480	GARDCO #07TRS-35-11-D2-CC

NOTES:

1. PROVIDE FUSED PROTECTION IN ALL POLE BASES.
2. POLE SHALL BE DESIGNED TO WITHSTAND 90 MPH WINDS WITH A GUST FACTOR OF 1.3.
3. SEE POLE BASE DETAIL THIS SHEET.
4. PROVIDE ALL REQUIRED MOUNTING BRACKETS FOR COMPLETE INSTALLATION OF POLES AND FIXTURES.
5. CC=CUSTOM COLOR=CHAMPAGNE

Lighting levels for the site should meet the following requirements:

- Average lighting level in parking areas of 3 to 5FC
- Max/Min ratio NOT TO EXCEED 10:1 in parking areas

* Because site/tenant's specific requirements or local ordinances and regulations may vary, landlord will review any deviation from above requirements

Exhibit D
Estimated Wastewater Flows
(& Total Anticipated LUEs)

Tract/Sec. No.	Use Description	No. of Units	Units	SU Factor	ESFC Calculation	WW Capacity	Water Capacity
1	Retail	285,160	S.F.	0.000281	80	20,032	34,055
2	Grocery	125,000	S.F.	0.0009	113	28,125	47,813
	Fuel Station/Car Wash	1	Each	2.5	3	625	1,063
3	Retail	6,000	S.F.	0.000281	2	422	717
	Restaurant (Sit-Down)	5,000	S.F.	0.0033	17	4,125	7,013
4	Restaurant (Sit-Down)	7,000	S.F.	0.0033	23	5,775	9,818
5	Retail	4,500	S.F.	0.000281	1	316	537
	Restaurant (Sit-Down)	5,000	S.F.	0.0033	17	4,125	7,013
6	Restaurant (Sit-Down)	6,200	S.F.	0.0033	20	5,115	8,696
7	Restaurant (Sit-Down)	6,500	S.F.	0.0033	21	5,363	9,116
8	Retail	5,800	S.F.	0.000281	2	407	693
	Restaurant (Sit-Down)	4,000	S.F.	0.0033	13	3,300	5,610
9	Restaurant (Sit-Down)	5,450	S.F.	0.0033	18	4,496	7,644
10	Restaurant (Fast Food)	4,000	S.F.	0.0033	13	3,300	5,610
11	Restaurant (Fast Food)	4,500	S.F.	0.0033	15	3,713	6,311
12	Retail	4,400	S.F.	0.000281	1	309	525
	Restaurant (Sit-Down)	4,000	S.F.	0.0033	13	3,300	5,610
13	Retail	4,000	S.F.	0.000281	1	281	478
	Restaurant (Sit-Down)	4,400	S.F.	0.0033	15	3,630	6,171
14	Bank	5,000	S.F.	0.000237	1	296	504
15	Restaurant (Sit-Down)	6,000	S.F.	0.0033	20	4,950	8,415
16	Retail	4,000	S.F.	0.000281	1	281	478
	Restaurant (Sit-Down)	5,600	S.F.	0.0033	18	4,620	7,854
17	Retail	4,000	S.F.	0.000281	1	281	478
	Restaurant (Sit-Down)	5,600	S.F.	0.0033	18	4,620	7,854
18	(Not Used)						
19	Movie Theater	830	Seats	0.02	17	4,150	7,055
20	Retail	95,000	S.F.	0.000281	27	6,674	11,345
	Restaurant (Sit-Down)	4,300	S.F.	0.0033	14	3,548	6,031
21	Retail	112,000	S.F.	0.000281	31	7,868	13,376
22	Restaurant (Sit-Down)	7,500	S.F.	0.0033	25	6,188	10,519
23	Retail	3,250	S.F.	0.000281	1	228	388
	Office	3,000	S.F.	0.000237	1	178	302
24	Restaurant (Sit-Down)	5,250	S.F.	0.0033	17	4,331	7,363
25	Restaurant (Sit-Down)	5,500	S.F.	0.0033	18	4,538	7,714
26	Retail	7,700	S.F.	0.000281	2	541	920
	Restaurant (Sit-Down)	7,000	S.F.	0.0033	23	5,775	9,818
27	Restaurant (Sit-Down)	5,800	S.F.	0.0033	19	4,785	8,135
28	Bank	5,000	S.F.	0.000237	1	296	504
29	Retail	6,800	S.F.	0.000281	2	478	812
	Restaurant (Sit-Down)	3,000	S.F.	0.0033	10	2,475	4,208
30	Retail	5,800	S.F.	0.000281	2	407	693
	Office	4,000	S.F.	0.000237	1	237	403
31	Restaurant (Sit-Down)	7,400	S.F.	0.0033	24	6,105	10,379
32	Retail	6,000	S.F.	0.000281	2	422	717
	Restaurant (Sit-Down)	6,000	S.F.	0.0033	20	4,950	8,415
33	Hotel	120	Rooms	0.7554	91	22,662	38,525
34	Hotel	120	Rooms	0.7554	91	22,662	38,525
A	Gas Station	1	Each	12	12	3,000	5,100
B	Retail	18,000	S.F.	0.000281	5	1,265	2,150
C	Gas Station	1	Each	12	12	3,000	5,100
D	Retail	12,000	S.F.	0.000281	3	843	1,433
E	Single-Family (Sec 2, 3, 4, 5)	301	Lots	1	301	75,250	127,925
F	(Not Used)						
G	Single-Family (Sec 1, 6, 7)	165	Lots	1	165	41,250	70,125
H	(Not Used)						
I	(Not Used)						
J/K	Single-Family (Sec 8-12)	270	Lots	1	270	67,500	114,750
L/M	Single-Family (Sec 13-17)	322	Lots	1	322	80,500	136,850
N	Elementary School	900	Seats	0.0198	18	4,455	7,574
O	Recreation Center	1	Each	4	4	1,000	1,700
P	Multi-Family	300	Units	0.4762	143	35,715	60,716
P1	Hotel	120	Rooms	0.7554	91	22,662	38,525
Q	Hotel/Convention Center	300	Rooms	0.7554	227	56,655	96,314
R	Park	1	Each	2	2	500	850
S	Multi-Family	260	Units	0.4762	124	30,953	52,620
S1	Hotel	120	Rooms	0.7554	91	22,662	38,525
T	Office	65,000	S.F.	0.000237	15	3,851	6,547
U	Office	65,000	S.F.	0.000237	15	3,851	6,547
V	Retail	120,000	S.F.	0.000281	34	8,430	14,331
	TOTAL				2739	684,646	1,163,897

Exhibit F
Sewer Impact Fees

CITY OF SEGUIN CAPITAL COST RECOVERY (IMPACT) FEES
Including Seguin-Schertz Local Government Corporation Fees (SSLGC)
All Water Connections include the Seguin Water Impact Fee and the SSLGC Impact Fee.

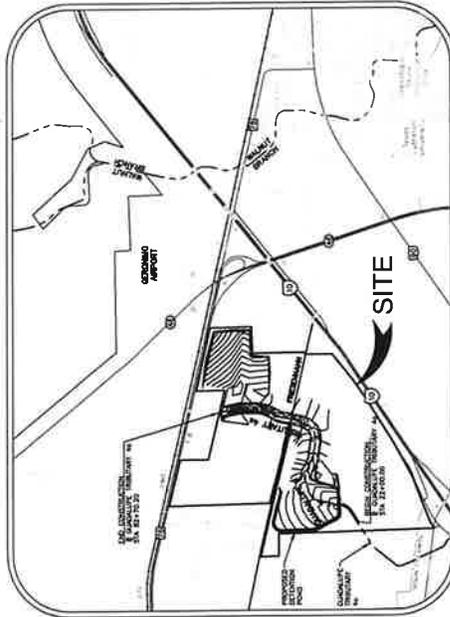
TABLE 1

For unplatted properties; properties platted before June 16, 1990; and properties platted on/after September 29, 2023					
Meter Type	Water Meter Size	LUE's	Water	Sewer	SSLGC
Displacement	5/8" x 3/4"	1	\$ 7,308.00	\$ 9,250.00	\$ 354.54
Displacement	1"	2.7	\$ 19,732	\$ 24,975.00	\$ 957.26
Displacement	1 1/2"	3.3	\$ 24,116	\$ 30,525.00	\$ 1,169.98
Compound	2"	10.7	\$ 78,196	\$ 98,975.00	\$ 3,793.58
Turbine	2"	10.7	\$ 78,196	\$ 98,975.00	\$ 3,793.58
Compound	3"	21.3	\$ 155,660	\$ 197,025.00	\$ 7,551.70
Turbine	3"	23.3	\$ 170,276	\$ 215,525.00	\$ 8,260.78
Compound	4"	33.3	\$ 243,356	\$ 308,025.00	\$ 11,806.18
Turbine	4"	42	\$ 306,936	\$ 388,500.00	\$ 14,890.68
Compound	6"	66.7	\$ 487,444	\$ 616,975.00	\$ 23,647.82
Turbine	6"	93.3	\$ 681,836	\$ 863,025.00	\$ 33,078.58
Compound	8"	106.7	\$ 779,764	\$ 986,975.00	\$ 37,829.42
Turbine	8"	160	\$ 1,169,280	\$ 1,480,000.00	\$ 56,726.40
Compound	10"	153	\$ 1,120,316	\$ 1,418,025.00	\$ 54,350.98
Turbine	10"	253	\$ 1,851,116	\$ 2,343,025.00	\$ 89,804.98
Turbine	12"	333	\$ 2,435,756	\$ 3,083,025.00	\$ 118,168.18

Exhibit G
Master Stormwater Management Plan

SEGUIN COMMERCE CENTER PLANS OF PROPOSED DRAINAGE IMPROVEMENTS GUADALUPE COUNTY, TEXAS

CHANNEL 6070 FT = 1.15 MI
 DETENTION POND 71 ACRES
 NO. STATION EQUATIONS
 LAT: 28°34'42.01" N
 LONG: 98°0'44.75" W



VICINITY MAP

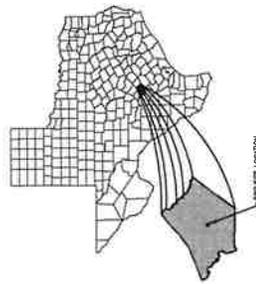
N.T.S.



T.B.P.E. FIRM REGISTRATION #F-15807
 415 EMBASSY OAKS, SUITE 102 SAN ANTONIO, TEXAS 78216 (210) 249-2280

JULY 25, 2022

LOCATION MAP



GUADALUPE COUNTY, TX

SHEET INDEX

SHEET NO.	DESCRIPTION
C0.00	TITLE SHEET
C1.00	AREA MAP
C2.00	ALIGNMENT REPORT
C2.01	PROPOSED TYPICAL SECTIONS - 1
C2.02	PROPOSED TYPICAL SECTIONS - 2
C3.00	PLAN & PROFILE INDEX
C3.01	PLAN & PROFILE STA. 22+00.00 - 39+00.00
C3.02	PLAN & PROFILE STA. 39+00.00 - 51+00.00
C3.03	PLAN & PROFILE STA. 51+00.00 - 61+00.00
C3.04	PLAN & PROFILE STA. 61+00.00 - 72+00.00
C3.05	PLAN & PROFILE STA. 72+00.00 - 82+00.00
C4.00	DETENTION POND GRADING PLAN
C4.01	DETENTION POND GRADING CROSS SECTION
C5.00	SWSP
C5.01	SWSP DETAILS

APPROVED FOR CONSTRUCTION



04/17/2023

CITY OF SEGUIN

DATE



CAUTION!
 OVERHEAD POWER AND
 TELECOMMUNICATIONS
 FACILITIES EXIST
 THROUGHOUT THE PROJECT.
 THE CONTRACTOR SHALL
 VERIFY THE LOCATION AND
 DEPTH OF ALL UTILITIES
 WITH EXISTING AREA
 CONTRACTOR TO ALL UTILITY
 COMPANIES AS NECESSARY.

DEC ENGINEERING
 EXCELLENCE
 ENGINEERING COMPANY - SAN ANTONIO, TEXAS
 12111, THE UNIVERSITY DRIVE
 TITLE SHEET
 SEGUN COMMERCE CENTER
 SHEET 0200

NOTE
 CONTRACTOR SHALL PROVIDE COPIES TO ENGINEER AND CITY
 FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS
 CONSISTING OF: GRADING, DETENTION POND,
 CHANNELIZATION, AND EROSION CONTROL.

PROJECT DESCRIPTION:
 FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS
 CONSISTING OF: GRADING, DETENTION POND,
 CHANNELIZATION, AND EROSION CONTROL.

**INCENTIVE TERM SHEET
December 16, 2025**

FOR DISCUSSION PURPOSES ONLY

PROPOSED ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SEGUIN (“CITY”), TIRZ, AND A-L 97 IH 10-SH 46, L.P. (“DEVELOPER”).

The purpose of this Term Sheet is to outline the principal terms of a proposed Economic Development Agreement (“Agreement”) between the City, the TIRZ, and the Developer related to a mixed-use development anchored by retail uses within a designated Tax Increment Reinvestment Zone (“TIRZ”). The terms described herein are non-binding and subject to negotiation and formal approval by the Seguin City Council and the TIRZ Board, as applicable.

I. Developer Commitments

- a) The Developer shall make or cause to be made expenditures in the amount of at least \$75M (the “Capital Investment”), in connection with the development of approximately 544 acres of land, infrastructure, buildings and other improvements, but excluding land acquisition located in Seguin, Texas (the “Property”).
- b) Developer (or its affiliates or assigns) shall construct approximately 200,000 square feet of retail space within the Retail Reimbursement Area. For purposes of this Term Sheet, the “Project” includes all private and public improvements constructed by the Developer within the Property, infrastructure (public and private), and related site improvements; however, reimbursement under the City’s commitments shall be limited to taxes generated from development uses located within the Retail Reimbursement Area and Industrial Reimbursement Area as depicted in Exhibit A.
- c) The Developer must cause the issuance of a Certificate of Occupancy for at least one (1) anchor tenant within the Retail Reimbursement Area. An anchor tenant shall be defined as a national or regional retailer occupying no less than 60,000 square feet, or such other tenant as may be approved by the City in its reasonable discretion.
- d) The Developer shall complete the public improvements described in Exhibit B, the “Public Improvements Commitment”, on or before December 31, 2035, the “Public Improvements Completion Date.” Subject to force majeure. Failure to complete the Public Improvements Commitment by the Public Improvements Completion Date shall be an event of default.
- e) The Developer shall complete the Developer Commitments described above, on or before December 31, 2035, the “Completion Date”. Subject to force majeure and substantial completion described below, failure to complete the Developer Commitments by the Completion Date shall be an event of default. In the event of default, the City and County may modify or terminate their commitments described in Article II, below. As an exception to default under I.d, above, if, by December 31, 2035, Developer has constructed at least 150,000 square feet of retail space and is otherwise in substantial compliance of the developer commitments described above, the Completion Date shall be extended until December 31, 2037.
- f) Prior to any payment under the TIRZ Agreement, the Developer shall complete the Public Improvements Commitment described in I.d, above, and shall cause the issuance of at least one (1) Certificate of Occupancy for a tenant within the Retail Reimbursement Area. The Developer understands that the proposed economic incentive is performance based and that failure to make the Capital Investment and complete the Project by the Completion Date is an event of

default, which, subject to commercially reasonable notice and cure rights, will result in adjustment of the economic incentive reimbursement or immediate termination of the agreement.

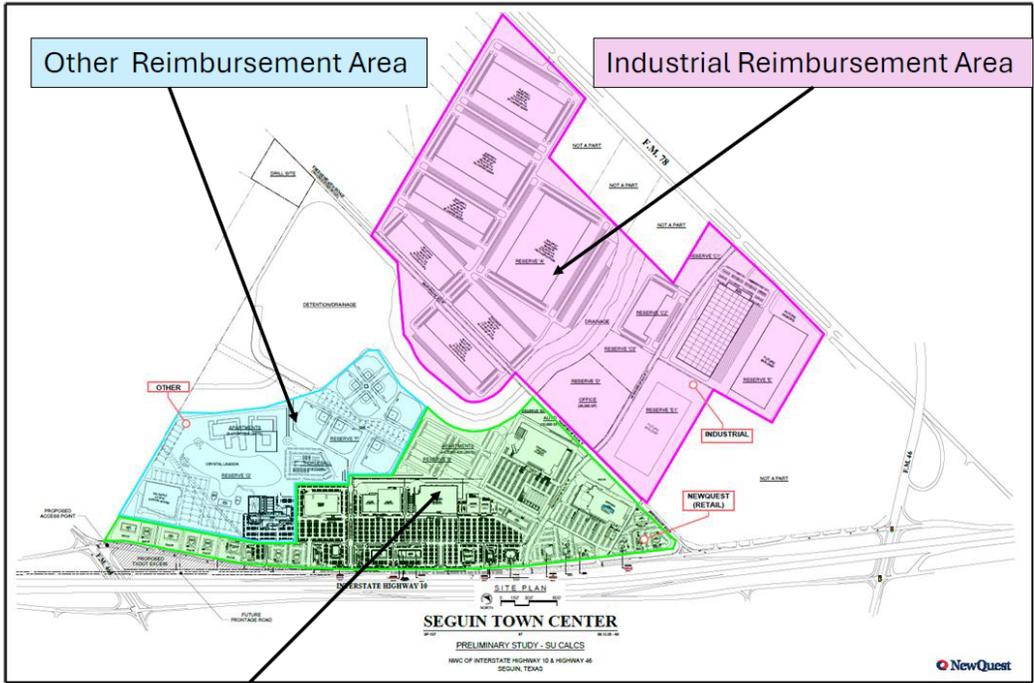
II. City and County Commitments

- a) The City and TIRZ shall enter into a TIRZ agreement with the Developer for TIRZ Funds (including both City and County Tax Increment) generated from uses located within the Retail Reimbursement Area and Industrial Reimbursement Area (as depicted in Exhibit A), not to exceed \$32,500,000 (herein “the Reimbursement Cap”), on or before January 31, 2026. The TIRZ Agreement shall remain in effect for a period not to exceed twenty (20) years from its effective date, or until the Developer has received cumulative payments totaling \$32,500,000, whichever occurs first.
- b) The agreement will be structured to include:
 - (1) Semi-Annual payments (if practicable, and otherwise annual payments) with the first payment beginning the year of the issuance of the first certificate of occupancy in the Retail Area in an amount equal to one hundred percent (100%) of the annual ad valorem and sales tax TIRZ increment generated from retail uses located within the Retail Reimbursement Area and fifty percent (50%) of the annual ad valorem and sales tax TIRZ Increment from uses located within the Industrial Reimbursement Area; provided that total grant or reimbursements shall not exceed \$32,500,000.

III. Reporting

1. In order for the City to assess whether the Capital Investment has been met, Developer must provide the City with documentation supporting such Capital Investment including but not limited to appraisal district records, construction budgets, construction contracts or any other reasonable documentation of such investment.
2. Construction Costs means the aggregate of Hard Construction Costs (actual site development and construction costs, infrastructure improvements and the costs of supplies, materials and labor) and the following costs directly expended for real property improvements: engineering fees; architectural and design fees; costs of third-party consultants, including attorneys and environmental consultants; contractor fees; zoning fees; insurance and taxes directly related to the construction; and financing costs, including capitalized interest and FF&E. Property acquisition costs for the Project Site do not constitute “Construction Costs.”
3. Upon completing all of the Developer Commitments, prior to receiving payment, the Developer shall submit a Payment Request that shall include all necessary documentation for the City to confirm that the commitments have been met, as well as a spreadsheet including the total requested payment amount allocated into the categories included in the Project and Financing Plan Project Costs table, included as Exhibit C.

EXHIBIT A



Retail Reimbursement Area

EXHIBIT C

Proposed Project Costs - TIRZ #3		
Public Utilities	\$ 43,225,999	30%
<i>Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements</i>		
Parking, Rail, and Transit Improvements	\$ 14,408,666	10%
Street and Intersection Improvements	\$ 50,430,332	35%
Pedestrian Enhancements	\$ 7,204,333	5%
<i>Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience</i>		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	\$ 11,526,933	8%
Economic Development Grants	\$ 14,408,666	10%
Administrative Costs	\$ 2,881,733	2.0%
Total	\$ 144,086,664	100%

ECONOMIC DEVELOPMENT AGREEMENT

This **ECONOMIC DEVELOPMENT AGREEMENT** (this “TIRZ Agreement”) is made and entered into by and among the **REINVESTMENT ZONE NUMBER THREE, CITY OF SEGUIN, TEXAS** (“TIRZ #3”), a tax increment reinvestment zone created by the City of Seguin, Texas, pursuant to Chapter 311 of the Texas Tax Code, as amended; **CITY OF SEGUIN, TEXAS**, a Texas home-rule municipality (the “City”); and **A-L 97 IH 10-SH46, L.P.**, a Texas limited partnership (the “Developer”), and is made and executed on the following recitals, terms and conditions. For the purposes of this TIRZ Agreement, TIRZ #3, the City, and the Developer shall be considered singularly a “Party,” or collectively the “Parties.”

WHEREAS, the Developer intends to develop a mixed-use development consisting of light industrial, industrial, residential, neighborhood commercial, and commercial (including, but not limited to, retail and hospitality) consisting of approximately 543 acres (hereinafter referred to as the “Project”), all to be located within TIRZ #3, within the corporate limits of the City and as described on **Exhibit “A”** attached hereto;

WHEREAS, in accordance with the provisions of the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended (the “Act”), the City Council of the City adopted Ordinance No. 2025-058 on October 21, 2025 (the “Ordinance”), which Ordinance, among other things, (i) created, established, and designated an area within the corporate limits of the City as “Reinvestment Zone Number Three, City of Seguin, Texas” (“TIRZ #3”);

WHEREAS, pursuant to the Ordinance, the City established the Tax Increment Fund and agreed to dedicate to the Tax Increment Fund (i) fifty percent (50%) of the City’s ad valorem Tax Increment until TIRZ #3 is terminated; and (ii)(a) seventy-five (75%) of the City’s Sales Tax Increment until the tenth (10th) anniversary of TIRZ #3, and (b) fifty percent (50%) of the City’s Sales Tax Increment thereafter until termination;

WHEREAS, Guadalupe County (the “County”) agreed to contribute (i) fifty percent (50%) of its ad valorem Tax Increment to TIRZ #3 until TIRZ #3 is terminated, and (ii) fifty percent of the County’s Sales Tax Increment to TIRZ #3 for ten (10) years pursuant to that certain Agreement to Participate in Tax Increment Reinvestment Zone Number Three, City of Seguin, Texas between the City and the County;

WHEREAS, the Board of Directors of TIRZ #3 (the “Board”) convened on November 4, 2025, and approved a resolution approving the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Three (TIRZ #3) (the “Project and Financing Plan”);

WHEREAS, the City Council convened on November 18, 2025, and approved a Ordinance Number 25-061 approving the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Three (TIRZ #3) (the “Project and Financing Plan”);

WHEREAS, Section 311.010(b) of the Act provides that the Board may enter into agreements as the Board considers necessary or convenient to implement the Project and Financing Plan and achieve its purposes; and

WHEREAS, Section 311.010(h) of the Act authorizes the Board, subject to the approval of the City Council of the City, “to implement the project plan and reinvestment zone financing plan and achieve their purposes, [which] may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the zone, eliminating unemployment and underemployment in the zone, and developing or expanding transportation, business, and commercial activity in the zone, including programs to make grants and loans from the tax increment fund of the zone in an aggregate amount not to exceed the amount of the tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone. For purposes of this subsection, on approval of the municipality or county, the board of directors of the zone has all the powers of a municipality under Chapter 380, Local Government Code. The approval required by this subsection may be granted in an ordinance, in the case of a zone designated by a municipality, or in an order, in the case of a zone designated by a county, approving a project plan or reinvestment zone financing plan or approving an amendment to a project plan or reinvestment zone financing plan”;

WHEREAS, the Board and City have concluded, and hereby find, that this TIRZ Agreement clearly promotes economic development in the City of Seguin, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution and Section 311.010(b) of the Act by assisting in the development and diversification of the economy of the State of Texas and the City, by eliminating unemployment or underemployment in the State of Texas, and the City, and by the development or expansion of commerce within the State of Texas, and the City;

WHEREAS, the Board and City have determined that it is in the best interest of TIRZ #3 and the City to contract with Developer, in order to provide for the efficient and effective implementation of certain aspects of the Project and Financing Plan and assist in the development and diversification of the economy of the City; and

WHEREAS, the Board and City further desire to make an economic development grant and project costs reimbursement to the Developer from the Tax Increment Fund in an amount not-to-exceed **Thirty-Two Million Five Hundred Thousand Dollars (\$32,500,000.00 USD)**, consistent with this TIRZ Agreement and the Project and Financing Plan (the “TIRZ Payment”);

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TIRZ #3, the City, and the Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this TIRZ Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This TIRZ Agreement shall be effective as of the Effective Date and shall continue thereafter until the sooner of the following: (a) twenty (20) years from the Effective Date, or (b) upon full payment of the TIRZ Payment to the Developer. This TIRZ Agreement shall be continued in effect for the purposes of paying Developer any monies from the Tax Increment Fund due and payable to the Developer under the terms of this TIRZ Agreement and the Project and Financing Plan.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this TIRZ Agreement.

- (a) **Act.** The word "Act" means the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended.
- (b) **Board.** The word "Board" means the Board of Directors of TIRZ #3 authorized by Section 311.009 of the Act. For the purposes of this TIRZ Agreement, Board's address is 205 N. River Street, Seguin, Texas 78155.
- (c) **Capital Investment.** The term "Capital Investment" means the aggregate of (1) construction costs for site development for the Property, including all actual construction costs for the Project, infrastructure improvements and the costs of supplies, materials and labor, and (ii) the following costs directly expended for real property improvements for the Project, including but not limited to: engineering fees, architectural and design fees, costs of third-party consultants (including attorneys and environmental consultants) contractor fees; zoning fees; insurance and taxes directly related to construction. Property acquisition costs for the Project are not considered part of the Capital Investment for purposes of this TIRZ Agreement.
- (d) **Captured Appraised Value.** The term "Captured Appraised Value" means the total appraised value of all real property taxable by the City and the County located in TIRZ #3 as of January 1 of any year during the term of TIRZ #3, less the Tax Increment Base.
- (e) **City.** The word "City" means the City of Seguin, Texas, a Texas home-rule municipality. For the purposes of this TIRZ Agreement, City's address is 205 N. River Street, Seguin, Texas 78130.
- (f) **County.** The word "County" means Guadalupe County.
- (g) **Developer.** The word "Developer" means A-L 97 IH 10-SH 46, L.P., a Texas limited partnership, whose current corporate address for the purposes of this TIRZ Agreement is 8827 W. Sam Houston Pkwy N, Suite 200, Houston, Texas 77040.
- (h) **Effective Date.** The term "Effective Date" mean the date of the latter to execute this TIRZ

Agreement by and between TIRZ #3 and Developer.

- (i) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (j) **TIRZ Payment.** The words “TIRZ Payment” mean an amount not-to-exceed Thirty-Two Million Five Hundred Thousand Dollars (\$32,500,000.00 USD).
- (k) **Industrial Reimbursement Area.** The term “Industrial Reimbursement Area” means the zone designated on *Exhibit B* attached hereto that includes the industrial, commercial, and flex development within the Project and as may be expanded as described in Section 4(b)(iii), below.
- (l) **Intentionally omitted.**
- (m) **Project.** The word “Project” means the development described in the recitals located within the 543-acre tract (the “Property”) including (i) land and buildings (ii) machinery and equipment, and (iii) furniture, fixtures and equipment, as depicted in *Exhibit A* of this TIRZ Agreement, which is attached hereto and is incorporated herein for all purposes.
- (n) **Project and Financing Plan.** The term “Project and Financing Plan” means the Final Project Plan and Finance Plan adopted by the City and the TIRZ Board of Directors, as amended from time to time.
- (o) **Property.** The word “Property” means the approximate 543-acre tract located within TIRZ #3.
- (p) **TIRZ # 3.** The term “TIRZ # 3” means the tax increment financing reinvestment zone named Reinvestment Zone Number Three, City of Seguin, Texas, created by City Ordinance No. 2025-058, approved by the City Council of the City on October 21, 2025, as authorized by the Act.
- (q) **Retail Reimbursement Area.** The term “Retail Reimbursement Area” means the zone designated on *Exhibit B* attached hereto that includes the retail and commercial development within the Project and as may be expanded as described in Section 4(b)(iii), below.
- (r) **Sales Tax Base.** The term “Sales Tax Base” means the amount of municipal and county sales and use taxes attributable to TIRZ #3 for the year in which TIRZ #3 was designated.
- (s) **Sales Tax Increment.** The term “Sales Tax Increment” means the amount of sales tax generated from municipal sales and use taxes and county sales and use taxes, attributable to the Retail Reimbursement Area and the Industrial Reimbursement Area in TIRZ #3, above the Sales Tax Base, to be deposited into the Tax Increment Fund, based upon the portions dedicated to the Tax Increment Fund via City Ordinance 2025-058.

- (t) **State Comptroller.** The words “State Comptroller” mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.
- (u) **Tax Increment.** The term “Tax Increment” means the ad valorem property taxes collected each year within the Retail Reimbursement Area and Industrial Reimbursement Area within TIRZ #3 by the City and Guadalupe County on the Captured Appraised Value and deposited into the Tax Increment Fund, based upon the portions dedicated to the Tax Increment Fund via City Ordinance 2025-058.
- (v) **Tax Increment Base.** The term “Tax Increment Base” means the total appraised value of all real property taxable by the City and the County and located in TIRZ #3 as of January 1, 2025, the year TIRZ #3 was effective and designated as a reinvestment zone, plus the total appraised value of all real property taxable by the City and the County, if applicable, annexed by the City into TIRZ #3 as of January 1 of the year in which area is annexed.
- (w) **Term.** The word “Term” means the term of this TIRZ Agreement as specified in Section 2 of this TIRZ Agreement.
- (x) **TIRZ Agreement.** The term “TIRZ Agreement” means this Economic Development Agreement, together with all exhibits and schedules attached to this TIRZ Agreement from time to time, if any, authorized pursuant to Section 311.010 of the Act.
- (y) **Tax Increment Fund.** The term “Tax Increment Fund” means the tax increment fund consisting of the Tax Increment and Sales Tax Increment collected within TIRZ #3 as established pursuant to Section 311.014 of the Act, and Section 7 of Ordinance No. 2025-058, approved by the City Council of the City.

SECTION 4. TIRZ PAYMENT

- (a) **Obligations of Developer.** The Developer intends to develop the Property in phases and in accordance with Developer’s development plan and Developer’s Amended and Restated Development Agreement with the City. Developer covenants and agrees that the Developer shall comply with the following terms and conditions:
 - (i) **Retail and Commercial Development.** The Developer shall construct, or cause to be constructed, approximately 200,000 square feet of retail space within the Retail Reimbursement Area. For the purposes of this section, “retail space” shall include any allowable use under the City’s Commercial Zoning (see Seguin Code of Ordinances, Appendix A, Section 3.4.14), including but not limited to Retail Shops, Commercial Offices, Medical Offices, Restaurants, and Day Cares. The Developer must cause the issuance of a certificate of occupancy for at least one (1) anchor tenant within the Retail Reimbursement Area. For the purposes of this subsection 4(a)(ii) an “anchor tenant” shall be considered a national or regional retailer occupying no less than 60,000 square feet, or any such other tenant as may be approved by the City in its reasonable discretion.

- (ii) **Public Improvements.** The Developer shall complete or cause to be completed the public improvements described in *Exhibit "C"* attached hereto, the costs of which shall be considered Eligible Project Costs for the purposes of this TIRZ Agreement.
 - (iii) **Total Capital Investment.** Developer shall make or cause to be made a total Capital Investment in connection with development of the Property, including Public Improvements, Retail, Industrial, and Commercial improvements, but not including real estate acquisition costs, that meets or exceeds Seventy-Five Million dollars (\$75,000,000.00 USD).
 - (iv) **Timing of Performance of Obligations.**
 - a. **Completion Date.** Developer shall complete, or cause to be completed, the obligations set forth in subsections 4(a)(i)-(iii) above, on or before December 31, 2035 (the "Completion Date"); failure to meet obligations stated herein shall be considered an event of default by Developer in this TIRZ Agreement.
 - b. **Extension of Completion Date.** If Developer has constructed at least 150,000 square feet of retail space within the Retail Reimbursement Area under subsection 4(a)(i) and is otherwise in substantial compliance of the Capital Investment and Public Improvement requirements in subsections 4(a)(ii) and (iii), then the Developer is not in default of this TIRZ Agreement, and the Completion Date shall be extended to December 31, 2037, without further action by the Board or the City. Failure to meet the obligations under the extension stated herein shall be considered an event of default by Developer in this TIRZ Agreement.
 - (v) **Payment Request; Commencement of Payments.** Upon satisfaction of the conditions of Public Improvements in Section 4(a)(ii) above, as well as the issuance of at least one (1) Certificate of Occupancy for a tenant within the Retail Reimbursement Area, Developer shall submit a payment request to the Board that shall include reasonably necessary documentation for the City to confirm Developer's performance under Section 4(a)(ii), and City and the Board shall commence TIRZ Payment to Developer pursuant to Section 4(b) below.
- (b) **Obligations of TIRZ #3 and the City.** TIRZ #3 and the City covenant and agree while this TIRZ Agreement is in effect the Parties shall comply with the following terms and conditions:
- (i) **Payment of TIRZ Payment.** In consideration of satisfaction of the Developer obligations in subsection 4(a), TIRZ #3 covenants and agrees to pay to Developer the TIRZ Payment from annual payments from all Tax Increment and Sales Tax Increment, as defined above, in the TIRZ #3 Tax Increment Fund up to the maximum TIRZ Payment if such funds are available until the end of the Term, as described in Section 2, above; provided however, that notwithstanding any other

provisions to the contrary, the obligation to make TIRZ Payment to Developer as described below shall be limited to the Sales Tax Increment and Tax Increment generated from the Retail Reimbursement Area and the Industrial Reimbursement Area as shown on *Exhibit B* and up to the TIRZ Payment. Payments made under this TIRZ Agreement shall be made solely from the TIRZ #3 Tax Increment Fund, subject to the limitation on payments provided in this TIRZ Agreement. The Parties acknowledge that while Developer does not have any right or claim to amounts from any source of funds other than the Sales Tax Increment and Tax Increment, the Parties may, at its sole discretion, use any other source of funds legally available to it for satisfaction of the TIRZ Payment.

- (ii) **Performance.** The City and TIRZ #3 agree to perform and comply with all terms, conditions and provisions set forth in this TIRZ Agreement, and any other agreements by and between TIRZ #3, the City, and Developer.
- (iii) **Additional Development.** The Parties agree the Retail Reimbursement Area and Industrial Reimbursement Area as shown in *Exhibit B* may be subject to modification. In the event Developer intends to develop additional commercial, industrial, or retail areas outside of those shown in *Exhibit B*, those areas shall be considered for inclusion in the Retail Reimbursement Area or Industrial Reimbursement Area, as the case may be. Modification of the Retail Reimbursement Area and/or Industrial Reimbursement Area is subject to prior approval of the City and the TIRZ Board, which shall not be unreasonably withheld. The Tax Increment Funds associated with the Retail Reimbursement Area or Industrial Reimbursement Area, now or as augmented, shall be dedicated toward the payment by the TIRZ of the TIRZ Payment as described in subsection 4(b)(i) above.
- (iv) The City agrees that it will advocate against a reduction in the Tax Increment paid by the County except to the extent provided in the Agreement to Participate in the Tax Increment Zone Number Three, City of Seguin, Texas, by and between the City of Seguin and Guadalupe County, or other future participation agreements, if any. Absent mutual agreement of the Parties, the City will not grant tax abatements or tax incentives that affect the increment reserved and collected to incentivize Developer's performance within the Retail and/or Industrial Reimbursement areas of TIRZ #3.

SECTION 5. PAYMENT PROCEDURE.

- (a) **Payments Solely from Tax Increment Fund.** City, Board, and Developer agree that the TIRZ Payment shall be only from the Tax Increment Fund, subject to the conditions and limitations set out in this TIRZ Agreement, and only to the extent such funds are on deposit or to be deposited in the Tax Increment Fund after:

- (i) payment of any amounts pledged or required for the payment of any outstanding bonds secured by the Tax Increment Fund to make payments to the Developer pursuant to this Agreement or other reimbursement agreement with the Developer; and
- (ii) payment of administrative costs for the administration of TIRZ #3;

Developer covenants and agrees to look solely to the Tax Increment Fund, and not to the City's general funds, or other City bond funds for payment of the TIRZ Payment. Nothing in this TIRZ Agreement shall be construed to require City to approve payments from any source of City funds other than the Tax Increment Fund or to require City to issue tax increment financing bonds, the issuance of such bonds being solely within the discretion of the City Council of the City. Upon the expiration of the Term of the TIRZ #3, any portion of the TIRZ Payment that remains unpaid due to the lack or unavailability of Tax Increment Funds or due to Developer's failure to meet any precondition of payment under this TIRZ Agreement, shall no longer be considered an obligation of the Tax Increment Fund and any obligation of TIRZ #3 to pay Developer shall automatically expire on such date; this provision, however, shall not be construed to limit or modify the obligations or covenants contained in any outstanding tax increment financing bonds which the City in its discretion may issue for the purpose of paying or reimbursing project costs or making grants to the Developer. Further, any increment which has accrued during the Term of TIRZ #3 but is collected subsequent to the date on which the Term of TIRZ #3 expires shall be applied toward the payment of any portion of the TIRZ Payment that remains unpaid immediately prior to the expiration of the Term.

- (b) **Frequency and Amount of Payment.** The frequency and amount of payment to Developer under this TIRZ Agreement shall coincide with the frequency and amount of payment made by the various taxing units into the Tax Increment Fund from fiscal year to fiscal year but in any event, not less than semi-annually. However, TIRZ #3 reserves the right, when payments come into the Tax Increment Fund, to repay all or any portion of the TIRZ Payment at any given time. TIRZ #3 will administer payments from the Tax Increment Fund for the TIRZ Payment, maintaining at all times in the Tax Increment Fund, a minimum fund balance as may be recommended by the Board and City Council of the City.
- (c) **Permissible Expenditures.** City hereby declares that the payment procedure outlined above is necessary to implement the Project and Financing Plan, and that the payment of the TIRZ Payment and Project Reimbursement complies with Section 311.010(b) and Section 311.010(h) of the Act.

SECTION 6. FORCE MAJUERE.

In the event any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume

performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics and pandemics, including, without limitation, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, unlawful restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and sewer systems hereunder, and any other incapacities of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

SECTION 7. EVENT OF DEFAULT.

Each of the following shall constitute an Event of Default under this TIRZ Agreement:

- (a) **General Event of Default.** Failure of Parties to comply with or to perform any other term, obligation, covenant or condition contained in this TIRZ Agreement, subject to Section 6, above, or failure of Parties to comply with or to perform any other material term, obligation, covenant or condition contained in any other agreement by and between the Parties is an Event of Default
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City or TIRZ #3 by or on behalf of Developer under this TIRZ Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** If Developer allows its ad valorem taxes owed to the City of Seguin, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from TIRZ #3, the City, and/or Guadalupe Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 8 of this TIRZ Agreement, the non-defaulting party

shall give written notice to the other party of any default, and the defaulting party shall have sixty (60) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this TIRZ Agreement. In the event, Developer defaults in its obligations described in Section 4(a) above and is unable or unwilling to cure said default within the prescribed time period after notice and opportunity to cure, the City or TIRZ have the right to terminate the TIRZ Agreement or adjust the TIRZ Payment.

SECTION 9. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this TIRZ Agreement:

- (a) **Amendments.** This TIRZ Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this TIRZ Agreement. No alteration of or amendment to this TIRZ Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This TIRZ Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Guadalupe County, Texas. Venue for any action arising under this TIRZ Agreement shall lie in the state district courts of Guadalupe County, Texas.
- (c) **Assignment.** This TIRZ Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This TIRZ Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Parties warrant and represent that the individual executing this TIRZ Agreement on behalf of such Party has full authority to execute this TIRZ Agreement and bind such Party to the same.
- (e) **Caption Headings.** Caption headings in this TIRZ Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the TIRZ Agreement.
- (f) **Counterparts.** This TIRZ Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **INDEMNITY. DEVELOPER AGREES TO INDEMNIFY THE TIRZ #3, THE CITY, AND ITS OFFICIALS AND OFFICERS (IN THEIR CAPACITIES AS OFFICIALS AND OFFICERS), FROM AND AGAINST ANY THIRD PARTY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES ARISING OUT OF ANY NEGLIGENCE OF DEVELOPER IN ITS OPERATION OF THE PROJECT; PROVIDED THAT DEVELOPER SHALL NOT BE OBLIGATED TO INDEMNIFY THE TIRZ #3 OR THE CITY FOR CLAIMS ARISING OUT OF THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE TIRZ #3 OR CITY OR ITS AGENTS.**

(h) **No Joint Venture; No Third-Party Beneficiaries.** It is acknowledged and agreed to by the parties to this TIRZ Agreement that the terms hereof are not intended to, and shall not constitute, a partnership or joint venture between the parties. Further, this TIRZ Agreement does not establish rights in any third parties. The City, and its respective officials, officers and agents, do not assume any responsibility or liability to any third parties in connection with the development of the Project.

(i) **Notices.** Any notice or other communication required or permitted by this TIRZ Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to TIRZ #3: Tax Increment Reinvestment Zone Number Three,
City of Seguin, Texas
205 N. River Street
Seguin, Texas 78155
Attn: City Manager

if to City: City of Seguin, Texas
205 N. River Street
Seguin, Texas 78155
Attn: City Manager

if to Developer: A-L 97 IH-SH 46, L.P.
8827 W. Sam Houston Pkwy N, Suite 200
Houston, Texas 77040
Attn: Austin Alvis

With a copy to: Allen Boone Humphries Robinson, LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Annette Stephens

(j) **No waiver of immunity.** No provision of this TIRZ Agreement shall affect or waive any sovereign or governmental immunity available to the TIRZ #3 and City and/or its elected or appointed officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to the TIRZ #3 and City and/or its elected or appointed officials, officers, employees and agents under Federal or Texas law.

(k) **Severability.** The provisions of this TIRZ Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this TIRZ Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the TIRZ Agreement shall be enforced as if the invalid provision had never been included.

- (l) **Time is of the Essence.** Time is of the essence in the performance of this TIRZ Agreement.
- (m) **Undocumented Workers Provision.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this TIRZ Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this TIRZ Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the TIRZ #3 or the City notifies Developer of the violation.
- (n) **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the TIRZ #3 and the City, at the time of delivery of an executed counterpart of this TIRZ Agreement, a duly executed completed Form 1295 Certificate.
- (o) **Non-Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code does not apply to a (1) a Developer that is a sole proprietorship; (2) a Developer that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2271 of the Texas Government Code for the reasons stated herein, the signatory executing this TIRZ Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this TIRZ Agreement.
- (p) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- (q) **Report Agreement to Comptroller's Office.** TIRZ #3 covenants and agrees to report this TIRZ Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this TIRZ Agreement, in accordance with Section 380.004 of the Texas Government Code.
- (r) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Chapter 2274 of the Texas Government Code, unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this TIRZ Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the TIRZ #3, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive

that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the TIRZ Agreement against a firearm entity or firearm trade association.

- (s) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Chapter 2276 of the Texas Government Code, unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this TIRZ Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the TIRZ #3, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this TIRZ Agreement.

List of Exhibits:

- Exhibit A:** Description of the Project
Exhibit B: Description of the Retail Reimbursement Area and Industrial Reimbursement Area
Exhibit C: Description of Retail Reimbursement Area Public Improvements

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS TIRZ AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS TIRZ AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

TIRZ #3:

**TAX INCREMENT REINVESTMENT ZONE
NUMBER THREE, CITY OF SEGUIN, TEXAS,**

By: Donna Dodgen
Donna Dodgen, Chairperson

Date Signed: 1/20/26

DEVELOPER:

**A-L 97 IH 10-SH 46, L.P.,
a Texas limited partnership,**

By: A-L 97, L.C.,
a Texas limited liability company,
its general partner

By: Steven P. Alvis
Name: Steven P. Alvis
Title: Manager
Date Signed: 01/20/2026

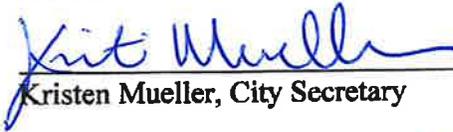
CITY:

**CITY OF SEGUIN, TEXAS,
A Texas home-rule municipality**

By: Steve Parker
Steve Parker, City Manager

Date Signed: 1-20-2026

ATTEST:



Kristen Mueller, City Secretary

APPROVED AS TO FORM:



Mark Kennedy, City Attorney

Exhibit A
[The Project]

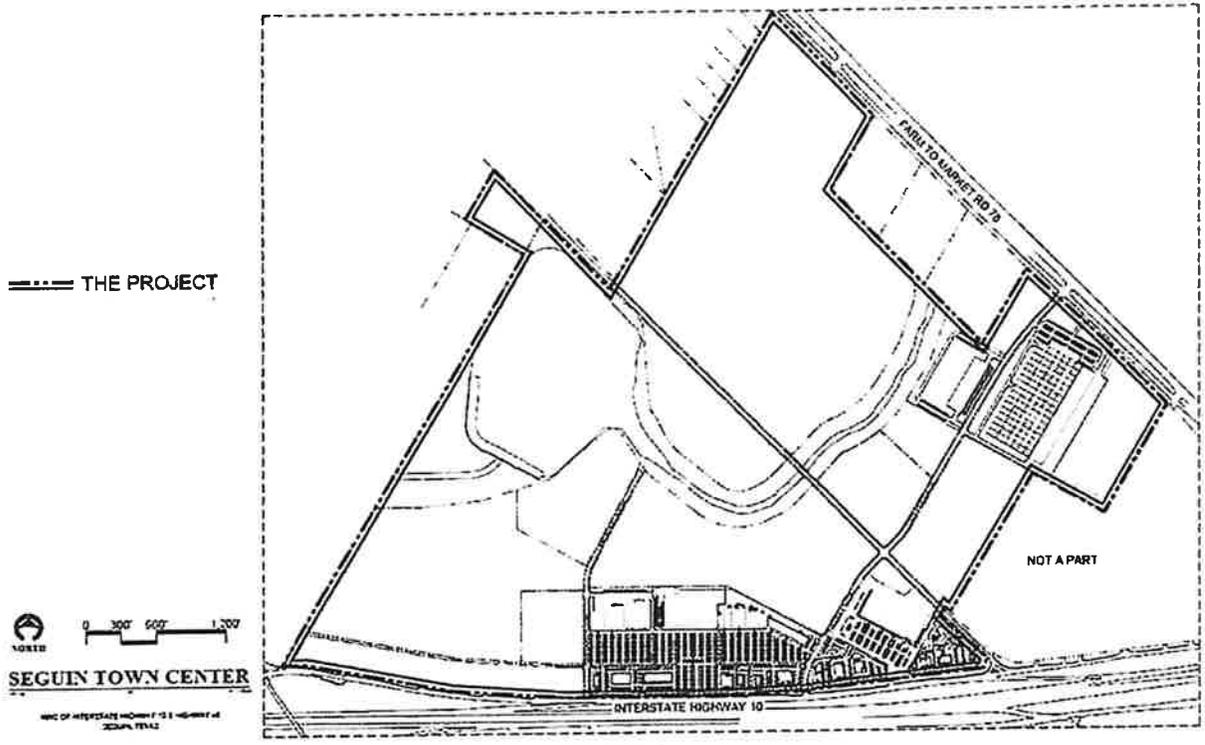


EXHIBIT A

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Exhibit B

[The Retail and Industrial Reimbursement Areas]

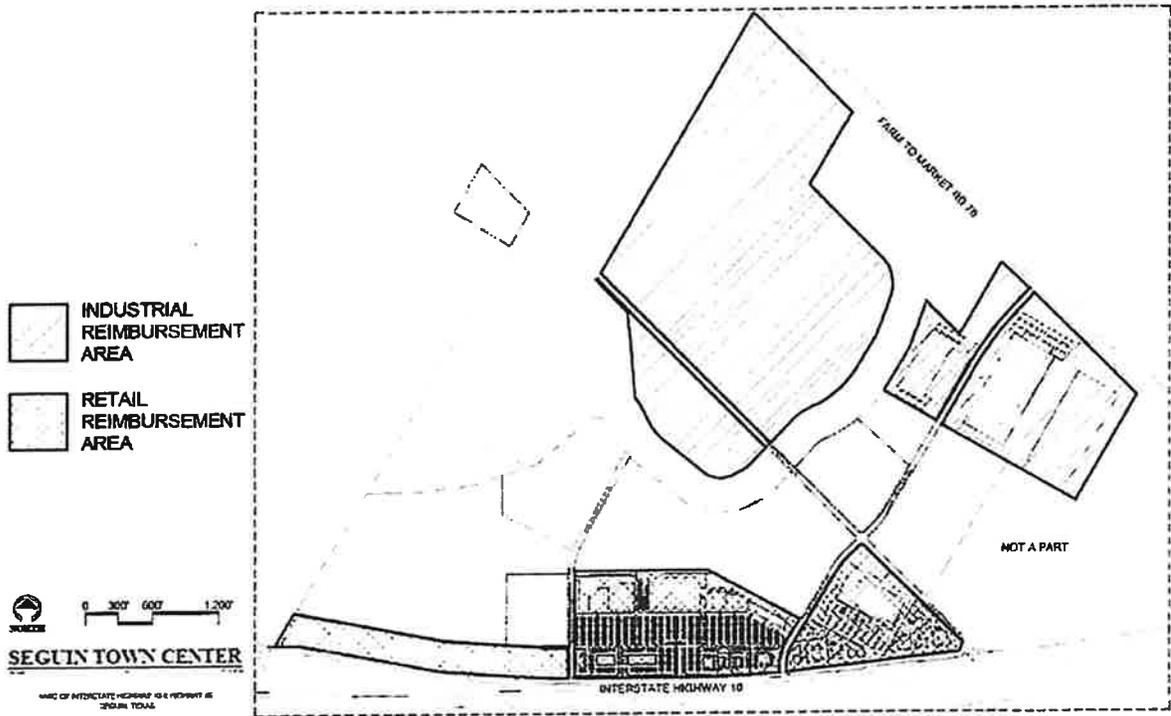


EXHIBIT B

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CITY OF SEGUIN



To: City Council
From: Kate McCloud, Grants Administrator
Date: January 21, 2026
Subject: Resolution to submit application for the FY2026-2027 Project Safe Neighborhoods grant program

It's real.

Historical Background

The Office of the Governor (OOG), Public Safety Office, Criminal Justice Division is currently accepting applications for the FY2026-2027 Project Safe Neighborhoods grant program. The purpose of this program is to create and foster safer neighborhoods through a sustained reduction in violent crime, including, but not limited to, addressing criminal gangs and felonious possession and use of firearms.

City staff would like to submit an application to this program for surveillance equipment, including pole cameras and night vision, to enhance our capabilities to investigate and respond to violent crime, border crime and gang activity in our jurisdiction. The estimated cost for this project is \$108,000, there are no matching funds required by the grant. Grant awards are expected to be announced in September of 2026. If the City is awarded this grant, the project will begin in October 2026.

Action Requested

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

Procurement Methodology & Funding Source

If the grant is awarded, 100% of the funding for the equipment 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 recommends approval of the resolution to authorize the submission of the grant application.

ATTACHMENTS

1. Resolution authorizing the submission of the grant application

STATE OF TEXAS

RESOLUTION NO. _____

CITY OF SEGUIN

A 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, CRIMINAL JUSTICE DIVISION FUNDING ANNOUNCEMENT PROJECT SAFE NEIGHBORHOODS, FY 2027.

WHEREAS, the City finds it in the best interest of the citizens of Seguin, TX that the Seguin Criminal Surveillance project be operated for the FY2027; and

WHEREAS, City Council agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Public Safety Office, Criminal Justice Division grant application; and

WHEREAS, City Council agrees that in the event of loss or misuse of the Office of the Governor funds, City Council assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

WHEREAS, City Council designates the City Grants Administrator as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on the behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that City Council approved submission of the grant application for the Seguin Criminal Surveillance project to the Office of the Governor.

This Resolution shall be in full force and effect immediately from and after its passage.

Passed and approved this 3rd day of February, 2026.

**DONNA DODGEN
MAYOR**

ATTEST:

Kristin Mueller, City Secretary

Grant Number: 5719801

CITY OF SEGUIN



To: City Council
From: Kate McCloud, Grants Administrator
Date: January 12, 2026
Subject: Resolution to submit application for the FY2026-2027 Rifle-Resistant Body Armor grant program

It's real.

Historical Background

The Office of the Governor (OOG), Public Safety Office, Criminal Justice Division is currently accepting applications for the FY2026-2027 Rifle-Resistant Body Armor grant program. The purpose of this program is to equip peace officers with rifle-resistant body armor.

City staff would like to submit an application to this program for 15 rifle-resistant body armor vests. The estimated cost for this project is \$30,951.00, there are no matching funds required by the grant. Grant awards are expected to be announced in September of 2026. If the City is awarded this grant, the project will begin in October 2026.

Action Requested

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

Procurement Methodology & Funding Source

If the grant is awarded, 100% of the funding for the equipment 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 recommends approval of the resolution to authorize the submission of the grant application.

ATTACHMENTS

1. Resolution authorizing the submission of the grant application

STATE OF TEXAS

RESOLUTION NO. _____

CITY OF SEGUIN

A 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, CRIMINAL JUSTICE DIVISION FUNDING ANNOUNCEMENT RIFLE-RESISTANT BODY ARMOR, FY 2027.

WHEREAS, the City finds it in the best interest of the citizens of Seguin, TX that the Seguin Police Department Rifle Armor be operated for the FY2027; and

WHEREAS, City Council agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Public Safety Office, Criminal Justice Division grant application; and

WHEREAS, City Council agrees that in the event of loss or misuse of the Office of the Governor funds, City Council assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

WHEREAS, City Council designates the City Grants Administrator as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on the behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that City Council approved submission of the grant application for the Seguin Police Department Rifle Armor to the Office of the Governor.

This Resolution shall be in full force and effect immediately from and after its passage.

Passed and approved this 3rd day of February, 2026.

**DONNA DODGEN
MAYOR**

ATTEST:

Kristin Mueller, City Secretary

Grant Number: 5322801



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 a contract amendment to the professional services contract with BGE, Inc. for the Mays Creek Drainage Improvements Project (a GLO-MIT Grant); authorizing the City Manager to execute contract amendments with providers; and declaring an effective date.
Date: February 3, 2026

Historical Background

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

- Walnut Branch
Mays Creek
North Heideke Street
North Guadalupe Street

In December 2021, the City of Seguin awarded contracts for engineering services to conduct the work associated with the above listed areas. Four engineering companies were selected to enter into contract negotiations. BGE, Inc. was granted award of the Mays Creek Drainage Project through a Professional Engineering Service Agreement with a not to exceed contract of \$564,193.15.

Contract Amendment #1 was authorized by City Council on February 6, 2024, for the additional engineering services required to accommodate appropriate drainage and roadway alignment, coordination with TxDOT, analysis of existing utility and roadway conditions. Contract Amendment #1 resulted in an increase of \$190,792.03.

Contract Amendment #2 was authorized in June 2024 for plat and field notes associated with City of Seguin property and others to establish area right-of-way and drainage easements.

Action Requested

Contract Amendment #3 is requested by BGE for additional engineering services relating to the proposed span arch bridge, utilizing a CONTECH structure which meets TxDOT bridge design standards.



It's real.

Original Contract	\$564,193.15
Contract Amendment #1	\$190,792.03
Contract Amendment #2	\$17,530.00
Requested Contract Amendment #3	\$43,646.75
Total Contract Fee	\$816,161.93

Procurement Methodology & Funding Source

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

Staff Recommendation

Staff recommends the contract amendment to the BGE, Inc. professional services contract be authorized in the amount of \$43,646.75.

ATTACHMENTS

1. 2026.02.03 Resolution Mays Creek Contract Amendment
2. Mays Creek BGE Contract Amendment #3

CITY OF SEGUIN

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SEGUIN, TEXAS, AUTHORIZING THE MODIFICATION OF PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH BGE, INC. FOR THE GLO CDBG-MIT GRANT PROGRAM AND GIVING THE AUTHORITY TO THE CITY MANAGER TO EXECUTE CONTRACTS WITH PROVIDERS

WHEREAS, the GLO CDBG-MIT contract requires implementation by professionals experienced in the Engineering of State or federally funded disaster recovery projects, and;

WHEREAS, in December 2021, the City of Seguin awarded contracts for engineering services to conduct the work associated with the above listed areas.

WHEREAS, BGE, Inc. was granted award of the May Creek Project through a Professional Engineering Service Agreement with a not to exceed contract of \$564,193.15 and;

WHEREAS, additional work was authorized to coordinate with TxDOT and accommodate appropriate roadway alignment which necessitates a change in the not to exceed contract with BGE, Inc. for an additional \$190,792.03;

WHEREAS, additional engineering services were authorized for plat and field notes associated with City of Seguin property and others to establish area right-of-way and drainage easements for an additional \$17,530.00;

WHEREAS, the additional work proposed is due to the proposed span arch bridge consistent with TxDOT bridge design standards.

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

SECTION 1: The City Council of Seguin, Texas hereby approves a Professional Services Agreement Amendment in an amount of \$43,646.75 with BGE, Inc., for engineering services for the Mays Creek Project of the GLO CDBG-MIT Grant.

SECTION 2: This resolution is effective on the date of its passing

PASSED AND APPROVED THIS 3rd DAY OF FEBRUARY 2026.

Donna Dodgen, Mayor

ATTEST:

Kristen Mueller, City Secretary



Professional Service Supplemental Agreement

THIS SUPPLEMENTAL AGREEMENT (“Agreement”) No. 3, made and entered into by and between BGE, Inc. (BGE) and the Client identified herein, provides for the Professional Services described under in this Agreement.

CLIENT: <u>City of Seguin</u>	CONTACT PERSON: <u>Michael Sharp., CFM</u>
ADDRESS: <u>108 E. Mountain Street</u>	OFFICE NUMBER: <u>(830) 386-2239</u>
<u>Seguin Texas 78155</u>	CELL NUMBER: _____
_____	EMAIL: <u>msharp@seguintexas.gov</u>

PROJECT NAME: GLO Mays Creek Phase II Foundation Design

1. THIS SUPPLEMENTAL AGREEMENT INCLUDES THE STANDARD TERMS AND CONDITIONS which are included in the original agreement. Client shall authorize and BGE shall commence its services on BGE’s receipt of the properly executed and signed Agreement, as may be amended from time to time. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) BGE extends the time in writing; or (2) at the sole option of BGE, BGE accepts Client’s written or oral authorization to proceed with the services, in which event the terms of the authorization shall include all the terms of this Agreement. BGE’s performance of the services, including Additional Services, under the written or oral authorization shall be in reliance on the inclusion of all the terms of this Agreement.

2. LOCATION & DESCRIPTION OF PROJECT SITE:

Gudalupe River Drive culvert replacement just west of Sutherland Springs Road

3. SERVICES TO BE PROVIDED BY THE CITY

- a. Data for the project that City has available (i.e. environmental documents, correspondence, materials/previously conducted studies regarding proposed improvements, etc.) to the extent possible.
- b. Guidance for project.
- c. Available existing right-of-way maps for the project.
- d. Available as-built plans from utility companies existing within the project limits.
- e. Assist the Engineer, as necessary, in obtaining any required data and information from local, regional, state and federal agencies.
- f. Pay permit and application fees required by the permitting agencies.

4. SCOPE OF SERVICES TO BE PROVIDED BY BGE:

This is an amendment to the original contract to provide the additional services:

a. FOUNDATION DESIGN

- 1. The ENGINEER will design a deep foundation under the proposed span arch bridge. This design will be incorporated into the plans as an addendum.
 - a. The ENGINEER will coordinate with City (up to two meetings).
 - b. The ENGINEER will obtain new soil bores and update the geotechnical report to account for the foundation design.
 - c. The ENGINEER will, in continuation of the current design, utilize CONTECH to develop the foundation.
 - d. The ENGINEER will coordinate the foundation design with CONTECH.
 - e. The ENGINEER will summarize quantities from CONTECH for proposed deep foundation.
 - f. The ENGINEER will prepare a bridge submittal for review by the city and TxDOT.
 - g. The ENGINEER will coordinate the bridge review with TxDOT.



- h. The ENGINEER will update plans, cost estimate, and bid documents for the addendum.
- i. The ENGINEER will provide survey crew to install ROW staking and monument restoration for the ROW line along Alta Vista and River Oak.
- 2. Assumptions include:
 - a. Field survey is required to verify the foundation location, bore hole location, and ROW.
 - b. No utilities survey is required.
 - c. Addendum includes updates to the plans based on questions received during bidding.

DELIVERABLES

- 1. The ENGINEER will prepare an addendum package for bidding purposes including plans, specifications, schedule and cost estimates for bidding and construction.
- 2. The ENGINEER will include the CONTECH design in the addendum package.
- 3. The ENGINEER will prepare an addendum to the original geotechnical report.
- 4. The ENGINEER will update the civcast bidding website.
- 5. The ENGINEER will install survey stakes and monuments along the ROW of Alta Vista and River Oak.

EXCLUDED AND/OR ADDITIONAL SERVICES: (If additional pages are necessary, they are identified as Attachment B)

The following services are excluded but may be provided as an additional service as requested.

- 1. Environmental documentation.
- 2. Public Involvement including public hearings and meetings with affected property owners.
- 3. Brush Clearing for geotechnical borings will be provided as an additional service.

5. THE COMPENSATION TO BE PAID BGE FOR PROVIDING THE REQUESTED SERVICES:

Professional Fees

The proposed fee for this project is \$43,646.75 in basic services.

Exhibit 1 – Fee Schedule includes a detail of hours anticipated for the execution of the project.

Reimbursable Expenses are in addition to the Professional Fees. Reimbursable Expenses will be billed at 1.0 times their cost. Reimbursable Expenses include: N/A.

IN WITNESS WHEREOF, this Agreement is accepted on the date written below and subject to the terms and conditions set forth above and in Attachments.

BGE, Inc.

CLIENT: City of Seguin

SIGNED: _____

SIGNED: _____

TYPED NAME: BEN ENGELHARDT, P.E.

TYPED NAME: STEVE PARKER

TITLE: SENIOR PROJECT MANAGER

TITLE: CITY MANAGER

DATE: DECEMBER XX, 2025

DATE: _____

EXHIBIT 1 - FEE SCHEDULE
Supplemental Agreement No. 3

PRIME PROVIDER NAME: BGE, Inc.

CLIENT: CITY OF SEGUIN

PROJECT NAME: GLO Mays Creek Phase II Foundation Design

FUNCTION CODE	SUPPLEMENTAL SERVICES - SUMMARY					
	BGE		Corsair		TOTAL	
	HOURS	FEES	HOURS	FEES	HOURS	FEES
ROUTE & DESIGN STUDIES (FC 110)					0	\$ -
ENVIRONMENTAL STUDIES & PUBLIC INVOLVEMENT (FC 120)					0	\$ -
RIGHT OF WAY DATA (FC 130)					0	\$ -
ROADWAY DESIGN CONTROLS (FC160)					0	\$ -
DRAINAGE (FC161)					0	\$ -
SIGNING, PVMT. MARKING, & SIGNAL (FC162)					0	\$ -
MISCELLANEOUS (ROADWAY) (FC 163)					0	\$ -
BRIDGE DESIGN (FC 170)	39	\$8,264.26	75	\$11,085.49	114	\$ 19,349.75
BID AND CONSTRUCTION SERVICES (FC 351)	12	\$ 2,396.00			12	\$ 2,396.00
					0	\$ -
Other Direct Expenses		\$2,970.00		\$4,643.00	0	\$ 7,613.00
UNIT COST				\$ 14,288.00	0	\$ 14,288.00
DESIGN SURVEY (FC 150)					0	\$ -
TOTAL	51	\$13,630.26	75	\$ 30,016.49	126	\$43,646.75

EXHIBIT 1 - FEE SCHEDULE
Supplemental Agreement No. 3

PRIME PROVIDER NAME: BGE, Inc.
CLIENT: CITY OF SEGUIN
PROJECT NAME: GLO Mays Creek Phase II Foundation Design

TASK DESCRIPTION	QC MANAGER	Sr. PROJECT MANAGER	SURVEY MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	SR. DESIGN	SURVEY CREW	TOTAL LABOR HRS.
BRIDGE DESIGN (FC 170)								
COORDINATION WITH CITY								
COORDINATION WITH CONTECH		1						1
COORDINATION WITH TxDOT		4						4
REVISE SUMMARY SHEETS, GENERAL NOTES, ESTIMATE FOR ADDENDUM		1			1	1		3
UPDATE BID MANUAL FOR ADDENDUM	1	1			1	1		4
UPDATE SCHEDULE					1			
COORDINATION WITH CORSAIR		2						2
PREPARE BRIDGE SUBMITTAL FOR TXDOT		2			2			4
REVISE BRIDGE SUBMITTAL FOR TXDOT COMMENTS		1			1			2
FIELD SURVEY FOR ROW AND FOUNDATION VERIFICATION			4				14	
HOURS SUB-TOTALS	1	12	4		6	2	14	39
CONTRACT RATE PER HOUR	\$ 288.00	\$ 254.57	\$ 198.00	\$ 219.21	\$ 155.57	\$ 198.00	\$ 200.00	
TOTAL LABOR COSTS	\$288.00	\$3,054.84	\$792.00		\$933.42	\$396.00	\$2,800.00	\$8,264.26
SUBTOTAL (FC 170)								\$8,264.26

TASK DESCRIPTION	QC MANAGER	Sr. PROJECT MANAGER	SURVEY MANAGER RPLS	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	SR. ENGINEERING TECH	SURVEY CREW	TOTAL LABOR HRS. & COSTS
BID AND CONSTRUCTION SERVICES (FC 351)								
Stake Alta Vista ROW @ 100 ft spacing			2				10	12
Reset Damaged Monuments								
HOURS SUB-TOTALS			2				10	12
CONTRACT RATE PER HOUR	\$288.00	\$254.57	\$198.00	\$219.21	\$155.57	\$198.00	\$200.00	
TOTAL LABOR COSTS			\$396.00				\$2,000.00	\$2,396.00
% DISTRIBUTION OF STAFFING			16.67%				83.33%	
SUBTOTAL (FC351)								\$2,396.00

PROJECT TOTALS	QC MANAGER	Sr. PROJECT MANAGER	SURVEY MANAGER RPLS	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	SR. ENGINEERING TECH	SURVEY CREW	
TOTAL HOURS	1	12	6		6	2	24	51
CONTRACT RATE PER HOUR	\$ 288.00	\$ 254.57	\$ 198.00	\$ 219.21	\$ 155.57	\$ 198.00	\$ 200.00	
TOTAL LABOR COSTS	\$ 288.00	\$ 3,054.84	\$ 1,188.00	\$ -	\$ 933.42	\$ 396.00	\$ 4,800.00	\$10,660.26
% DISTRIBUTION OF STAFFING	2.7%	28.7%	11.1%		8.8%	3.7%	45.0%	100%

EXHIBIT 1 - FEE SCHEDULE
Supplemental Agreement No. 3

PRIME PROVIDER NAME: BGE, Inc.
CLIENT: CITY OF SEGUIN
PROJECT NAME: GLO Mays Creek Phase II Foundation Design

DESCRIPTION	TOTAL MH BY FC	TOTAL COSTS BY FC	% of Total
ROUTE AND DESIGN STUDIES (FC110)			
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC 120)			
UTILITY COORDINATION (FC 130)			
DESIGN SURVEY (FC 150)			
ROADWAY DESIGN CONTROLS (FC 160)			
DRAINAGE (FC 161)			
SIGNING, PVMT. MARK., & SIGNALS (FC162)			
MISCELLANEOUS (ROADWAY) (FC 163)			
MANAGING CONTRACTED PER SERVICES & SURVEY CONTRACTS (FC 164)			
BRIDGE DESIGN (FC 170)	39	\$8,264.26	78%
BID AND CONSTRUCTION SERVICES (FC 351)	12	\$2,396.00	22%
SUBTOTAL LABOR EXPENSES	51	\$10,660.26	
OTHER DIRECT EXPENSES (COMPLETE IN ACCORDANCE WITH YOUR CONTRACT)	# OF UNITS	COST/UNIT	
Lodging/Hotel - Taxes and Fees		\$45.00	
Lodging/Hotel (Taxes/fees not included)		\$110.00	
Meals (Excluding alcohol & tips) (Overnight stay required)		\$63.00	
Mileage	200	\$0.67	\$134.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)		\$5,150.00	
Mobilization and Demobilization of Drilling Rig (per mile)		\$6.00	
Unconfined Compressive Strength (Soil)		\$82.00	
Determining Sulfate Content in Soils - Colorimetric Method		\$145.00	
Soil Boring/Rock Coring with TCP (< 60 ft.)		\$50.00	
Soil Boring/Rock Coring with TCP (> 60 ft.)		\$60.00	
Borehole Grouting - Bentonite Chips		\$13.00	
Determining of Moisture Content in Soils		\$35.00	
Determining Liquid Limit of Soils		\$57.00	
Determining Plastic Limit of Soils		\$55.00	
Calculating the Plasticity Index of Soils		\$55.00	
Particle Size Analysis of Soils		\$120.00	
TDLR Permit and RAS Inspection Phase 1	1	\$1,418.00	\$1,418.00
TDLR Permit and RAS Inspection Phase 2	1	\$1,418.00	\$1,418.00
SUBTOTAL DIRECT EXPENSES			\$2,970.00

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	\$10,660.26
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	\$2,970.00
GRAND TOTAL	\$13,630.26

EXHIBIT 1 - FEE SCHEDULE
Supplemental Agreement No. 3

EXHIBIT 1 - FEE SCHEDULE (Corsair)

PRIME PROVIDER NAME: BGE, Inc.

CLIENT: CITY OF SEGUIN

PROJECT NAME: GLO Mays Creek Phase II Foundation Design

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	FIELD ENGINEER	EIT	SENIOR ENGINEERING TECH	TOTAL LABOR HRS. & COSTS
ROUTE & DESIGN STUDIES (FC 110)							
Geotechnical Services							
Mark Soil Bore Locations/ Utility Call-ins			1			2	
Field Personnel During Drilling		1	1		20		
Sample Classification, Laboratory Coordination and Boring Log Generation		2	4		10		
Wall Analysis and Bridge Foundation Recommendations	1	3	6		12		
Prepare Geotechnical Memorandum for Bridge and Walls	1	2	3		6		
HOURS SUB-TOTALS	2	8	15	0	48	2	75
CONTRACT RATE PER HOUR	249.88	212.12	186.97	109.60	122.65	98.51	
TOTAL LABOR COSTS	\$499.76	\$1,696.96	\$2,804.55	\$0.00	\$5,887.20	\$197.02	\$11,085.49
% DISTRIBUTION OF STAFFING	4.5%	15.3%	25.3%	0.0%	53.1%	0.0%	
SUBTOTAL (FC 110)							\$11,085.49

Corsair - OTHER DIRECT EXPENSES					
Other Direct Expenses	Unit	Fixed Cost	Maximum Cost	Quantity	Total Cost
Lodging/Hotel - Taxes and Fees	day/person	Current State Rate	\$45.00	6	\$270.00
Lodging/Hotel (Taxes/fees not included)	day/person	Current State Rate	\$110.00	6	\$660.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	Current State Rate	\$63.00	6	\$378.00
Mileage	mile	Current State Rate	0.67	500	\$335.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	day		\$5,150.00	0	\$0.00
Mobilization and Demobilization of Drilling Rig	per mile		\$6.00	500	\$3,000.00

assuming 2 days of drilling

TOTAL	\$4,643.00
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EXHIBIT 1 - FEE SCHEDULE (Corsair)

PRIME PROVIDER NAME: BGE, Inc.

CLIENT: CITY OF SEGUIN

PROJECT NAME: GLO Mays Creek Phase II Foundation Design

Corsair - UNIT COSTS					
Unit Costs	Test Code/Method	Unit	COST	QUANTITIES	TOTAL COST
Services To Be Provided					
Unconfined Compressive Strength (Soil)	ASTM D2166	each	\$82.00	4	\$ 328.00
Determining Sulfate Content in Soils - Colorimetric Method	Tex-145-E	each	\$145.00	2	\$ 290.00
Soil Boring/Rock Coring with TCP (< 60 ft.)	Tex-132-E	LF	\$50.00	120	\$ 6,000.00
Soil Boring/Rock Coring with TCP (> 60 ft.)	Tex-132-E	LF	\$60.00	30	\$ 1,800.00
Borehole Grouting - Bentonite Chips	N/A	LF	\$13.00	150	\$ 1,950.00
Determining of Moisture Content in Soils	TEX103-E	each	\$35.00	30	\$ 1,050.00
Determining Liquid Limit of Soils	TEX 104-E	each	\$57.00	10	\$ 570.00
Determining Plastic Limit of Soils	TEX 105-E	each	\$55.00	10	\$ 550.00
Calculating the Plasticity Index of Soils	TEX 106-E	each	\$55.00	10	\$ 550.00
Particle Size Analysis of Soils	TEX 110-E	each	\$120.00	10	\$ 1,200.00

Total	\$ 14,288.00
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SUMMARY	
TOTAL Labor COSTS	\$11,085.49
NON-SALARY (OTHER DIRECT EXPENSES)	\$4,643.00
NON-SALARY (OTHER UNIT COSTS) \$	14,288.00
GRAND TOTAL	\$30,016.49

PROPOSED BORINGS

2 @ 75'

STATE OF TEXAS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, AMENDING THE SEGUIN CODE OF ORDINANCES, APPENDIX C – FEE SCHEDULE, CHAPTER 86, SOLID WASTE, TO ADD A HOUSEHOLD HAZARDOUS WASTE (HHW) SERVICE AND ASSOCIATED MONTHLY PER-HOUSEHOLD FEE; PROVIDING FOR IMPLEMENTATION THROUGH THE CITY’S SOLID WASTE FRANCHISE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND AUTHORIZING CITY STAFF TO SUBMIT THIS ORDINANCE AS A SUPPLEMENT TO THE SEGUIN CODE OF ORDINANCES.

WHEREAS, the City of Seguin provides solid waste and recycling services to residential customers pursuant to a franchise agreement with Waste Connections Lone Star, Inc.; and

WHEREAS, Household Hazardous Waste (HHW), including but not limited to chemicals, paints, solvents, batteries, and similar materials, requires specialized handling and disposal to protect public health, safety, and the environment; and

WHEREAS, the Solid Waste Committee has discussed and reviewed a Household Hazardous Waste service program which would provide residents with access to proper HHW disposal through a monthly per-household charge; and

WHEREAS, the City Council approved an amendment to the solid waste franchise agreement with Waste Connections Lone Star, Inc. to include Household Hazardous Waste (HHW) services by Resolution No. ____; and

WHEREAS, the City Council finds that adding an HHW service is in the best interest of the City and its residents and requires amendment of Appendix C – Fee Schedule of the Seguin Code of Ordinances.

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

SECTION ONE.

The Seguin Code of Ordinances, Appendix C – Fee Schedule, Chapter 86, Solid Waste, is hereby amended by adding a new subsection to read as follows:

Household Hazardous Waste (HHW)

- (a) A monthly Household Hazardous Waste (HHW) service fee shall be assessed to residential solid waste customers to fund the collection, transportation, and proper disposal of household hazardous waste in accordance with applicable federal, state, and local regulations.
- (b) The HHW service shall be provided in accordance with the City’s solid waste franchise agreement and program guidelines approved by the City Council.

(c) The monthly HHW service fee shall be:

Service Monthly Fee

Household Hazardous Waste (HHW) Service \$1.50 per residential household

(d) The HHW service fee shall be billed as part of the residential solid waste services and may be adjusted in accordance with the terms of the franchise agreement and applicable City ordinances.

SECTION TWO.

The City Manager or designee is authorized to administer the HHW program, establish operational procedures, and coordinate implementation with the City’s solid waste contractor consistent with the franchise agreement.

SECTION THREE.

If any clause, provision, or section of this Ordinance shall be held unenforceable for any reason, such unenforceable clause, provision, or section shall be severed, and the remaining portions of this Ordinance shall remain in full force and effect.

SECTION FOUR.

City staff is hereby authorized and directed to publish this Ordinance in a newspaper of general circulation as required by law and to submit this Ordinance as a supplement to the Seguin Code of Ordinances.

SECTION FIVE.

The changes in rates have an effective date of February 1, 2026.

PASSED AND APPROVED on first reading on the ___ day of _____, 2026.

PASSED AND ADOPTED on second reading on the ___ day of _____, 2026.

**DONNA DODGEN
MAYOR**

ATTEST:

Kristin Mueller, City Secretary



**ECONOMIC
DEVELOPMENT
CORPORATION**

To: Donna Dodgen, Mayor
Seguin City Council

CC: Steve Parker, City Manager
Mark Kennedy, City Attorney

From: Alora Wachholz
Director of Economic Development | SEDC Executive Director

Date: 02-03-2026

Subject: Resolution Authorizing City Manager to Approve a First Amendment to Term Sheet Between City of Seguin and GFNT, LLC "The Nolte Project"

Overview

City Council authorized Resolution 2025R-212 on October 6, 2025, authorizing the City Manager to execute a non-binding term sheet with GFNT, LLC, for the proposed redevelopment of The Nolte Project. In the Term Sheet, a Feasibility Period was outlined by which the Developer and City agreed to enter into until February 13, 2026, unless extended by written agreement. This Feasibility Period is marked by certain objectives to be completed, which will assist the Developer in better understanding the details, scope, and financial commitments required of the project, as well as potential City partnership opportunities.

One of the listed items to be completed in this Term Sheet Feasibility Period, included an update of the City's existing Hotel Market Study that had been conducted by CSL International in 2023. With this update, it was assumed more detailed financial considerations for the hospitality component of the project could be understood; however, upon reaching out to CSL for the update, it was realized that they could not just update the former study, but would need to undertake a new study that would look specifically at a boutique hotel development in Downtown Seguin. The 2023 study had been focused on the potential of a large hotel and convention center project outside of the city center; therefore, its findings would considerably skew those needed by The Nolte Project development team.

Because of the need to undertake a new study, the feasibility process for GFNT, LLC was delayed and they have requested a written amendment to the Term Sheet which would give them until April 10, 2026, or sooner, to complete their feasibility review. Considering the importance of the project and the expectation by all parties for quality information to direct this partnership, both City Staff and project consultant TBA Douglas agree that an extension is merited.

Fiscal Impact

None

Staff Recommendation

Staff requests that the Seguin City Council consider and approve a Resolution Authorizing the City Manager to Execute a First Amendment to the Term Sheet between the City of Seguin and GFNT, LLC.

Attachments

1. Resolution Authorizing City Manager to Execute First Amendment to the Term Sheet Between the City of Seguin and GFNT, LLC
2. First Amendment to the Term Sheet Between the City of Seguin and GFNT, LLC
3. EXECUTED Resolution 2025R-212 & Original Term Sheet

CITY OF SEGUIN

RESOLUTION NO. _____

STATE OF TEXAS

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT
TO THE NON-BINDING TERM SHEET BETWEEN THE CITY OF SEGUIN
AND GFNT, LLC FOR THE PROPOSED REDEVELOPMENT OF THE NOLTE
PROJECT**

WHEREAS, on July 16, 2025, the City of Seguin ("City") entered into an Exclusive Negotiating Agreement ("ENA") with GFNT, LLC ("Developer"), to establish a period of good faith negotiations toward acceptable business terms for the redevelopment of the Nolte Building located at 101 East Nolte Street, Seguin, Texas; and

WHEREAS, on October 6, 2025, the City Council approved Resolution 2025R-212, which approved a non-binding Term Sheet between the City of Seguin and GFNT, LLC for the proposed project and authorized the City Manager to execute said Term Sheet; and

WHEREAS, the Term Sheet, executed on October 7, 2025, outlined a Feasibility Period that would last until no later than February 13, 2026, unless otherwise approved by both parties in writing, and would entail specific objectives to be accomplished during that time that would benefit the project understanding; and

WHEREAS, one of those objectives caused an unavoidable delay in the overall timeline of achieving the Feasibility Period goal, resulting in a request by GFNT, LLC for an extension;

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

SECTION 1. The City Council authorizes the City Manager to execute the First Amendment to the Term Sheet on behalf of the City.

SECTION 2. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this 3rd day of February, 2026.

**DONNA DODGEN
MAYOR**

ATTEST:

**KRISTIN MUELLER
CITY SECRETARY**

**FIRST AMENDMENT TO
TERM SHEET BETWEEN CITY OF SEGUIN AND GFNT, LLC
“THE NOLTE PROJECT”**

THIS **FIRST AMENDMENT TO TERM SHEET** (this “**Amendment**”) is made and entered into as of the ____ day of February, 2026 (the “**Effective Date**”), by and among **City of Seguin**, a Texas municipality (“**COS**”), and **GFNT, LLC**, a Texas limited liability company (“**Developer**”).

RECITALS:

A. COS and Developer entered into that certain Term Sheet dated effective as of October 7, 2025 (the “**Term Sheet**”), whereby COS and Developer agreed to work cooperatively to develop a mixed-use building comprised of a hotel, meeting, retail and parking structure (the “**Project**”) at 101 East Nolte Street, Seguin, Texas 78155 (the “**Property**”) in accordance with the terms of the Term Sheet.

B. COS and Developer have agreed to certain amendments to the Term Sheet as set forth herein.

NOW THEREFORE, in consideration of the mutual agreements herein set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, COS and Developer hereby agree as follows:

1. **Agreements.** Capitalized terms that are used but not otherwise defined herein shall have the meanings ascribed to such terms in the Term Sheet.

2. **Feasibility Period.** COS and Developer hereby agree that second sentence in Section 4. is hereby deleted in its entirety and replaced with the following:

The Feasibility Period shall terminate upon the earlier occurrence of (a.) the execution of the PCDA, or (b.) April 10, 2026, unless extended by written agreement between the Parties.

3. **Remainder in Full Force and Effect: Conflicts in terms.** Except as expressly amended by the terms of this Amendment, the terms of the Term Sheet shall remain in full force and effect. To the extent of any inconsistency or conflict between the terms of this Amendment and the terms of the Term Sheet, the terms of this Amendment shall control.

4. **Entire Agreement.** The Term Sheet, including as amended by this Amendment, represents the entire agreement of the COS and Developer respecting the Property and there are no other or further agreements or understandings between the COS and Developer respecting the subject matter of the Term Sheet.

5. **Counterparts: Signatures.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Amendment delivered by facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[Remainder of this page intentionally left blank; Signature Page follows.]

EXECUTED by the undersigned to be effective as of the Effective Date.

COS:

CITY OF SEGUIN

Steve Parker
City Manager

DEVELOPER:

GFNT, LLC

Matt Holley
Manager

ATTESTATION:

Kristin Mueller
City Secretary

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, APPROVING A NON-BINDING TERM SHEET BETWEEN THE CITY OF SEGUIN AND GFNT, LLC FOR THE PROPOSED REDEVELOPMENT OF THE NOLTE PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE TERM SHEET; AND PROVIDING FOR FUTURE CONSIDERATION OF A DEFINITIVE PROPERTY CONVEYANCE AND DEVELOPMENT AGREEMENT.

WHEREAS, on July 16, 2025, the City of Seguin (“City”) entered into an Exclusive Negotiating Agreement (“ENA”) with GFNT, LLC (“Developer”) to establish a period of good faith negotiations toward acceptable business terms for the redevelopment of the Nolte Building located at 101 East Nolte Street, Seguin, Texas; and

WHEREAS, the City and Developer have since negotiated a proposed non-binding Term Sheet outlining preliminary business terms, milestones, and responsibilities for a potential mixed-use redevelopment project including hotel, retail, meeting space, and structured parking (the “Project”); and

WHEREAS, the Term Sheet serves as a framework for continued negotiations and is expressly non-binding, with no obligation on the part of the City or Developer until such time as a definitive Property Conveyance and Development Agreement (“PCDA”) is finalized and approved by the City Council; and

WHEREAS, the City Council finds that approving the Term Sheet will allow negotiations to progress toward a definitive PCDA that will be brought back to Council for final approval at a future date.

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

SECTION 1. The City Council hereby approves the non-binding Term Sheet between the City of Seguin and GFNT, LLC in substantially the form attached hereto as Exhibit A.

SECTION 2. The City Council authorizes the City Manager to execute the Term Sheet on behalf of the City.

SECTION 3. The City Council acknowledges that the Term Sheet is non-binding and that no obligations shall arise for the City until such time as a definitive Property Conveyance and Development Agreement (“PCDA”) is presented to and approved by the City Council.

SECTION 4. This Resolution shall become effective immediately upon its passage.

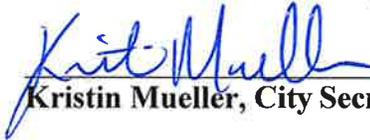
PASSED AND APPROVED this 6th day of **October 2025**.





DONNA DODGEN
MAYOR

ATTEST:



Kristin Mueller, City Secretary

**TERM SHEET
BETWEEN
CITY OF SEGUIN
AND
GFNT, LLC
“THE NOLTE PROJECT”**

This Term Sheet (the “Term Sheet”) is between City of Seguin (“COS”), a Texas municipality, and GFNT, LLC (“Developer”), a Texas limited liability company, each hereinafter referred to as a “Party” and collectively as the “Parties”, and is dated effective as of [10/07/2025].

Developer and COS hereby agree to work cooperatively to develop a mixed-use building comprised of hotel, meeting, retail, and a parking structure (the “Project”) at 101 East Nolte Street, Seguin, Texas 78155 (the “Property”), in accordance with the terms of this Term Sheet.

COS shall convey the Property to Developer subject to the terms of this Term Sheet and subject to the definitive Property Conveyance and Development Agreement (the “PCDA”) which may be entered into by the Parties.

In order to accomplish this purpose, the Parties agree as follows:

AGREEMENTS:

1. Property:

101 East Nolte Street, Seguin, Texas 78155, as described in Exhibit “A”.

2. Project:

A mixed-use, downtown redevelopment featuring an approximately 100 room hotel, common areas, meeting space(s), retail space(s), and structured parking as described in Exhibit “B”.

3. Property Conveyance and Development Agreement (PCDA):

The potential contractual agreement by and between Developer and COS to convey the Property and develop the Project.

4. Feasibility Period:

Upon execution of this Term Sheet, the Parties shall enter a period of initial feasibility for the Project (the “Feasibility Period”). The Feasibility Period shall terminate upon the

earlier occurrence of (a.) the execution of the PCDA, or (b.) February 13, 2026, unless extended by written agreement between the Parties.

In general, the Parties, with consultation through the City of Seguin's prime engagement with TBA Douglas, shall work collaboratively through an underwriting process in the following areas:

- Draft PCDA
- Schematic Design with limited Civil, MEP, and Structural input
- Update Hotel Market Study by CSL.
- Hotel flag comparison memo from Avion Hospitality (evaluating three options with pros/cons)
- Geotechnical Reports, or other relevant analysis
- Preliminary Construction Budgets by Cadence McShane
- Parking design and pricing alternatives
- Updated financial models for each hotel flag scenario
- IRR gap analysis across options
- Rendered images of key concepts for City Council review
- Formal presentation of findings by the development team to Council in executive session, with approval by City Council of one of the presented options before finalizing the PCDA

5. Property Conveyance:

The conveyance of the Property to the Developer, subject to the requirements and conditions of the PCDA.

6. Financial Model:

The real estate development financial model, which details the financial forecast and budget for the Project as described in Exhibit "C". COS and Developer acknowledge that the Financial Model is subject to change and that Developer shall be responsible for maintaining and updating the Financial Model, which shall be subject to review and approval by COS.

7. Underwriting Threshold:

The yield or internal rate of return (irr) metrics required to capitalize the Project.

8. Due Diligence:

COS requires Developer to provide all due diligence information on the Project and its proposed financing and operations.

9. Capitalization:

Developer shall define and finalize the complete capitalization of the Project, including final money amounts for all sources of funds.

10. Design and Construction:

Developer shall be responsible for obtaining the services of design professionals for the design of the site plan and design of the Project.

Developer shall be responsible for obtaining all governmental approvals and permits needed in order to construct and operate the Project.

Developer shall be required to comply with the General Land Use Plan (GLUP), as adopted by COS.

The Project shall be constructed so as to comply with ADA and Section 504 requirements, as applicable under federal and state law.

The Project shall be constructed so as to comply with the Texas Antiquities Code and the Texas Administrative Code, Title 13, Part 2, with respect to the 8,000 SF historic Nolte Building.

11. Milestones:

Upon the execution of the PCDA:

A. Within **12** months:

Developer shall deliver permitted set of "for construction" plans including architectural, structural, MEP, civil, landscape and ADA compliance;

B. Within **15** months:

Developer shall deliver a guaranteed maximum price contract (the "GMP") for the construction of the Project;

Developer shall deliver final terms for the Capitalization of the Project including all sources of funding;

C. Upon completion of A. and B. above, COS shall deliver finalized agreements for a suite of incentives, which may include property conveyance, property tax abatement, economic development grants, infrastructure grants, etc;

D. Within 18 Months:

COS shall convey the Property to Developer simultaneously with the closing of construction financing (the "Closing") for the Project.

12. Interim Costs:

COS shall bear costs for maintaining the Property through Closing. COS shall bear the cost of updating the Hotel Market Study by CSL. Developer shall bear costs for the design and completion of all milestones through Closing.

13. Outside Time Limit:

If construction has not commenced within 24 months from the execution of the PCDA, then the Property shall revert back to COS, and COS shall retain all rights to control the Project.

14. Miscellaneous:

This Term Sheet reflects the entire understanding between the Parties and may only be amended by COS or Developer in writing, signed by both Parties. **This Term Sheet shall be non-binding and subject to the negotiation of the definitive PCDA and any other documents outlined herein.**

Each Party hereto is prohibited from assigning any of its interests, benefits or responsibilities hereunder to any third party, without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed.

This Term Sheet may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement.

THIS TERM SHEET SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS, EXCLUSIVE OF CONFLICT OF LAWS PRINCIPLES.

In case any one or more of the provisions contained in this Term Sheet for any reason are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Term Sheet will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

The Parties hereto submit exclusively to the jurisdiction of the state and federal courts of Guadalupe County, Texas, and venue for any cause of action arising hereunder shall lie exclusively in the state and federal courts of Guadalupe County, Texas.

The subject headings contained in this Term Sheet are for reference purposes only and do not affect in any way the meaning or interpretation hereof.

This Term Sheet shall continue until terminated upon the occurrence of one of the following conditions:

- A. COS and Developer sign a mutual consent to terminate this Agreement;
- B. The transactions contemplated hereby are not closed within 6 months of the date of this Term Sheet;
- C. COS City Council and/or Developer's governing body does not approve the Project and any documents therefore;
- D. Either Party breaches its obligations under this Term Sheet, the non-breaching Party provides the breaching Party notice of such fact and a 15-day opportunity to cure, and the breaching Party fails to do so; or
- E. Either Party files for bankruptcy protection, makes an assignment for the benefit of creditors, has a receiver appointed as to its assets or generally becomes insolvent.

Upon termination of this Agreement for any other reason, neither Party shall have any ongoing obligation to the other with respect to this Term Sheet for the Project.

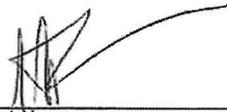
In addition, the provisions of this Term Sheet with respect to the Project, other than those provisions which expressly survive the termination thereof, will be terminated and suspended when the Parties or their affiliates, as applicable, enter into definitive agreements, including the PCDA, with respect to the conveyance of the Property and the development, construction, financing, and operation of the Project as contemplated herein.

If this Term Sheet is terminated for any reason, COS shall retain all rights to control the Project. The provisions of this paragraph shall survive termination of this Term Sheet; provided, however, once a binding PCDA is executed, that agreement will govern the relationship between the Parties.

EXECUTED to be effective as of the date shown.

CITY OF SEGUIN

By:



Name:

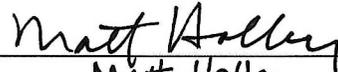
Steve Parker

Title:

City Manager

GFNT, LLC

By:



Name:

Matt Holley

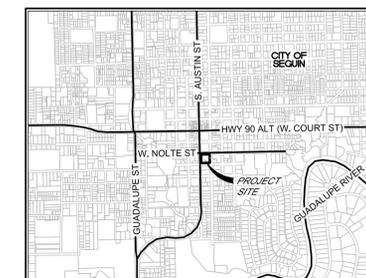
Title:

Manager

EXHIBIT "A"
PROPERTY DESCRIPTION

VICINITY MAP

SCALE: N.T.S.



HUMPHREY'S BRANCH SURVEY NUMBER 17, ABSTRACT 6, GUADALUPE COUNTY, TEXAS

21	REGULAR
3	ACCESSIBLE
18	PARALLEL
42	TOTAL

LEGEND

()	RECORD INFORMATION
VOL. PG.	VOLUME, PAGE
R.O.W.	RIGHT-OF-WAY
DOC. #	DOCUMENT NUMBER
D.R.G.C.T.	DEED RECORDS OF GUADALUPE COUNTY, TEXAS
⊙	SIGN-AS NOTED
⊕	ELECTRIC METER
⊙	FIRE HYDRANT
⊕	GAS METER
⊙	GUY WIRE
⊕	GAS VALVE
⊙	JUNCTION BOX ELECTRIC
⊕	LIGHT POLE
⊙	UTILITY MANHOLE
⊕	SEWER MANHOLE
⊙	MARKER POST
⊕	PULL BOX
⊙	POWER POLE
⊕	WATER METER
⊙	WATER VALVE
---	SUBJECT PROPERTY LINE
---	ADJOINING PROPERTY LINE/DEED LINE
---	OVERHEAD ELECTRIC LINE
---	WATER LINE
---	WASTE WATER LINE
---	GAS LINE

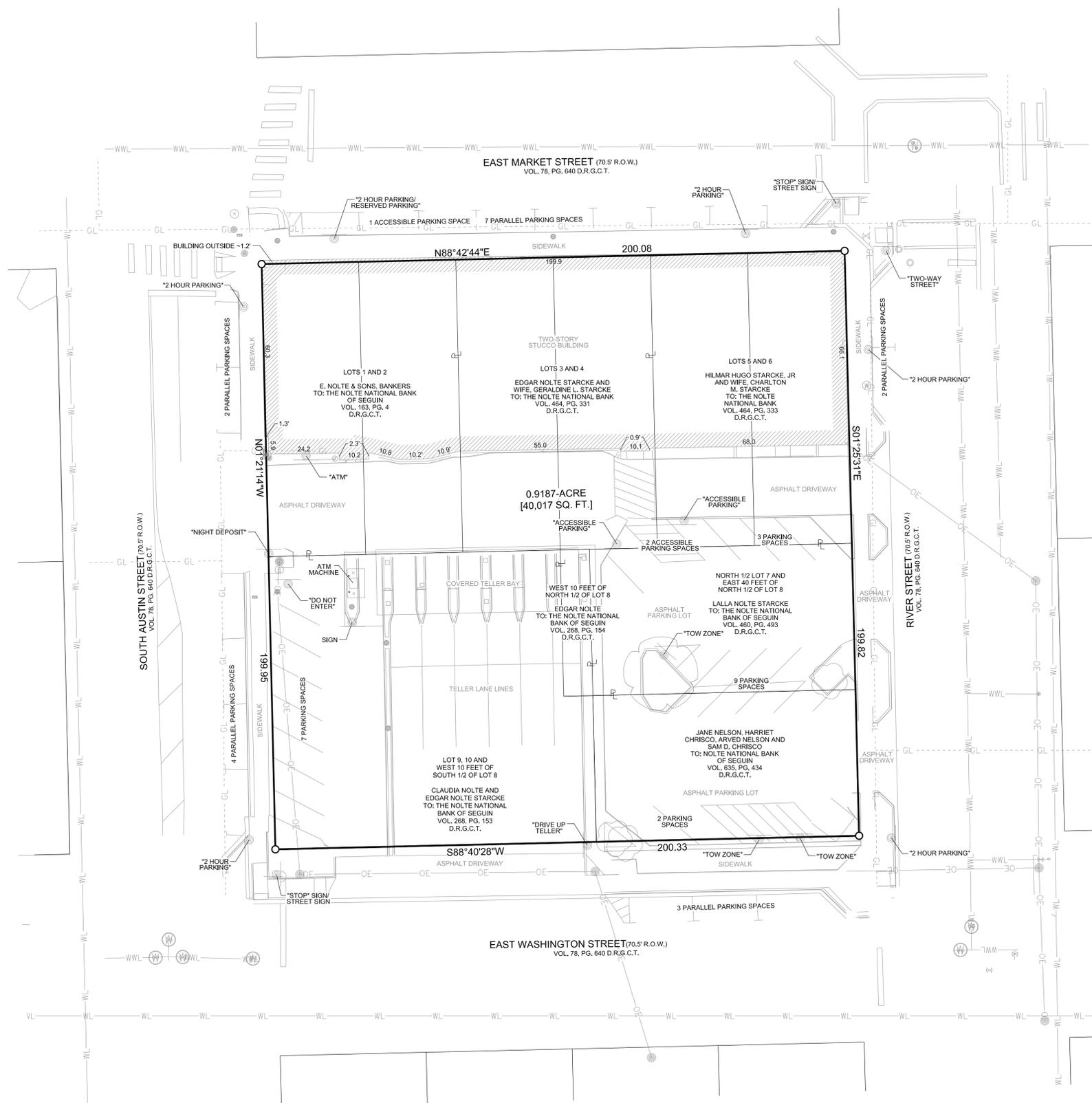
ALTA/NSPS LAND TITLE SURVEY OF BUILDING BLOCK 18, CITY BLOCK 155, OUT OF THE HUMPHREY'S BRANCH SURVEY NUMBER 17, ABSTRACT 6, CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS

BASELINE

DCCM

Baseline | DCCM | TxSurv F-10030200
14350 Northbrook Dr, Ste 130, San Antonio, TX 78232
210.490.7847 | BaselineSurveyors.net

DATE:	11-29-2023
SCALE:	1"=20'
DRAWN BY:	JS
REVIEWER:	EP
PROJECT:	230000552
SHEET:	1 OF 1
FIELD BOOK:	
PARTY CHIEF:	MS
SURVEY DATE:	11-08-2023



TITLE COMMITMENT NOTES:
THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE PREPARED BY ALAMO TITLE INSURANCE, ISSUED BY ALAMO TITLE INSURANCE, HAVING A GF NUMBER 88-41-0004/2302342-26, EFFECTIVE SEPTEMBER 24, 2023, ISSUED OCTOBER 10, 2023. SURVEYOR HAS RELIED SOLELY UPON THE TITLE COMPANY REFERENCED ABOVE FOR DEPICTION OF EASEMENTS OR OTHER MATTERS OF RECORD AFFECTING THE PROPERTY. NO ADDITIONAL RESEARCH WAS PERFORMED FOR THIS SURVEY. (NO SURVEY RELATED EXCEPTION ITEMS WERE LISTED)

FLOODPLAIN NOTE:
SUBJECT PROPERTY APPEARS TO BE SITUATED WITHIN THE FLOOD ZONE AREA "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), AS SCALED FROM THE FLOOD INSURANCE RATE MAP NO. 481870208P, EFFECTIVE DATE: 11/02/2007 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF ELGIN, BASTROP COUNTY, TEXAS. SURVEYOR DOES NOT GUARANTEE OR WARRANT ACCURACY OR CORRECTNESS OF F.E.M.A. MAPS.

LEGAL DESCRIPTION OF LAND:
LOTS 1 THRU 10, BLOCK 18, NEW CITY BLOCK 155, OF THE INNER CITY BLOCKS OR BUILDING LOTS OF THE ORIGINAL TOWN CITY OF SEGUIN, IN GUADALUPE COUNTY, TEXAS.

SURVEYORS NOTES:
1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 0.999850488385. UNITS: U.S. SURVEY FEET.
2. THE SUBJECT TRACT IS COMPRISED OF ALL OF LOTS 1 AND 2 AS RECORDED IN VOLUME 163, PAGE 4, ALL OF LOTS 3 AND 4 AS RECORDED IN VOLUME 464, PAGE 331, ALL OF LOTS 5 AND 6 AS RECORDED IN VOLUME 464, PAGE 333, THE NORTH HALF OF LOT 7 AND THE EAST 40 FEET OF THE NORTH HALF OF LOT 8 AS RECORDED IN VOLUME 460, PAGE 793, THE WEST 10 FEET OF THE NORTH HALF OF LOT 8 AS RECORDED IN VOLUME 268, PAGE 154, ALL OF THAT TRACT OF LAND AS RECORDED IN VOLUME 635, PAGE 434, AND ALL OF LOTS 9 AND 10 AND THE WEST 10 FEET OF THE SOUTH HALF OF LOT 8 AS RECORDED IN VOLUME 268, PAGE 153, ALL OF THE DEED RECORDS OF GUADALUPE COUNTY, TEXAS.
3. THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.
4. A ZONING REPORT WAS NOT FURNISHED AT TIME OF SURVEY. CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS (OTHER THAN AS SHOWN), THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY MAY EXIST WHERE NONE ARE SHOWN.

TO WELLS FARGO BANK TEXAS N.A., ALAMO TITLE INSURANCE, (ITS SUCCESSORS AND/OR ASSIGNS) AND THE CITY OF SEGUIN:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 6, 7, 8, 9, 11, 13 AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 11-08-2023.

11/29/2023
EDWARD A. PRINCE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NUMBER 6465
BASELINE CORPORATION
TXSURV F-10030200
EPRINCE@BASELINESURVEYORS.NET



EXHIBIT "B"
PROJECT DESCRIPTION



TAB A PROJECT DESIGN & DESCRIPTION

NOLTE PROJECT - CONCEPT OVERVIEW

GroundFloor's proposed \$26.5 million mixed-use development—known as the Nolte Project—represents a catalytic opportunity for economic development in Downtown Seguin. The project includes:

- A 100-room boutique hotel (approx. 465 SF per room) at a mid-range price point for business and tourism travelers operated by Avion Hospitality utilizing a well-known and respected hotel flag.
- Renovation of the Nolte National Bank and Post Office Buildings
- A dramatic 4,215 SF double-height lobby and 2,093 SF lounge/bar fronting Central Park.
- 14,119 SF of flexible event space, including a 5,939 SF venue and rooftop courtyard.
- A high-end 4,516 SF steakhouse, located in the historic Nolte building.
- 4,010 SF of curated retail, envisioned to include locally inspired concepts like a custom boot shop and retro diner.
- A structured parking garage (100 parking spaces / 52,262 SF) beneath landscaped courtyards.
- 100 large rooms targeted at a mid-range price point for business and tourism travelers

ALIGNMENT WITH THE CITY'S GOALS

The Nolte Project directly aligns with the City of Seguin's Downtown Master Plan and Comprehensive Plan (both adopted in 2023), which call for leveraging downtown as a cultural and economic hub. The project contributes to this vision by:

- Creating ~150 direct and ~75 indirect jobs, with a \$16.88M/year economic impact and \$563,000 in PV tax revenue.
- Capturing tourism dollars with hotel room revenue projected at \$3.77M/year, generating \$3.08M in PV HOT funds.
- Activating downtown through high-quality event spaces anticipated to draw 36,500 attendees annually, with a \$1.37M/year impact (PV: \$18.85M).
- Reducing \$40M in local dining and retail leakage through new hospitality and retail offerings.

IMPLEMENTATION AND PARTNERSHIP

GroundFloor will act as the General Partner and Developer, with Avion Hospitality overseeing hotel operations. The project will require an 18–24 month predevelopment phase, during which variables like construction cost, interest rates, and incentives will be evaluated and managed to a successful outcome. A robust public-private partnership—utilizing TIF, Chapter 380, tax abatements and potentially other economic development tools such as state and federal historic tax credits (HTCs)—will be essential to realize this transformative vision.

By blending historic preservation with modern amenities and aligning with community goals, the Nolte Project is poised to revitalize Downtown Seguin and position it as a regional destination.



ARCHITECTURE AND PLANNING

The proposed planning and design approach seeks to leverage the property's significant potential, focusing on key priorities of economic development, historic preservation, and smart urbanism.

Total Built Area: ~148,021 SF (95,759 SF hotel and leasable retail space + 52,262 SF parking)

The project preserves approximately 8,500 SF of historic structures, including the Nolte National Bank and Post Office buildings. These structures will be rehabilitated in accordance with the Secretary of the Interior's Standards, in consultation with the Texas Historical Commission and National Park Service. Research indicates that one of the buildings has had at least three different facades over the years; the renderings illustrate what is assumed to be the earliest version, pending further investigation.

A new glass-fronted lobby and drop-off area on East Nolte Street will serve as both a hotel entrance and an iconic Garden Court event space overlooking the town square. Additional two-story mixed-use buildings with ground-floor retail and second-floor highly flexible event / ballroom space will enhance the pedestrian realm, continuing the two-story urban scale around the square. The two five-story hotel wings are carefully massed to minimize visual impact on the town square, offering guest rooms with views of South Austin Street, South River Street, or the central courtyard. The event venue, courtyard, and adjacent guest rooms create an ideal environment for weddings, corporate functions, and community events.

Two, 4-story room wings are located to the south, reducing their apparent mass to the town square. Each of the 100 rooms in the wings has a view to either South Austin or South River Street, or to the landscaped Courtyard. Two levels of terraced parking, providing 101 parking spaces, plus service bays, are below the room wings and courtyard.

At the heart of the development, the Courtyard and a multi-purpose Great Room event space will provide a premier setting for weddings, corporate functions, and community events. The Great Room, with its vaulted ceiling and expansive glass wall, will offer stunning views of the landscaped courtyard. Ten adjacent guest rooms will open directly onto the Courtyard, creating seamless integration between private and communal spaces.

Exterior materials are selected for their compatibility with the surrounding historic context, with modular clay face brick as the predominant material, complemented by cast stone and metal accents. These elements will contribute to a cohesive yet varied architectural language that respects the historic character of the area while offering a fresh, modern experience.



EXHIBIT "C"
FINANCIAL MODEL

The Nolte Project

FINANCIAL MODEL

Development Budget

Land	\$ -
Sitework	\$ -
Hard Costs	\$ -
Parking Costs	\$ -
Soft Costs	\$ -
FF&E	\$ -
Pre-Opening	\$ -
Start-Up	\$ -
Contingency	\$ -
Administration	\$ -
Financing Costs	\$ -
(Public Offsets)	\$ -
TOTAL	\$ -

Capital

EQUITY	\$ -
GP Equity	\$ -
Other Equity	\$ -
DEBT	\$ -
Construction Loan	\$ -
Other Loan	\$ -
TOTAL	\$ -

Exit Analysis

Year 5 NOI	\$ -
Exit Cap Rate	\$ -
Sales Proceeds	\$ -
Outstanding Debt	\$ -
Closing Costs	\$ -
NET PROCEEDS	\$ -

Operations

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Keys	0	0	0	0	0	0	0	0	0	0
Occy	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
ADR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rooms Sold	0	0	0	0	0	0	0	0	0	0
RevPAR	#DIV/0!									
Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unallocated Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FF&E Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET OPERATING INCOME	\$ -									
Property Tax Abatement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HOT Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADJUSTED NET OPERATING INCOME	\$ -									
DEBT SERVICE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEBT SERVICE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CASH FLOW	\$ -									

Public Offsets

Land	\$ -
Fee Waivers	\$ -
Infrastructure Grant	\$ -
Other Offsets	\$ -
TOTAL	\$ -

Public Other

Property Tax Abatement	\$ -
HOT Tax Reimbursement	\$ -
SEDC Grant	\$ -
TOTAL	\$ -

IRR Analysis

Baseline	0.00%
Property Conveyance	0.00%
Public Offsets	0.00%
Public Other	0.00%

This pro-forma financial model is a template only, and no representation or warranty, expressed or implied, as to the accuracy or completeness of this information or any of its contents, and no legal liability is assumed or to be implied with respect thereto.



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 awarding a bid in the amount of \$1,968,887.72 to D&D Constructors, Inc. for the Mays Creek GLO Phase II Drainage Project (a GLO CDBG-MIT Grant Project, Contract No. 22-085-008-D236); authorizing the City Manager to enter into a construction contract with D&D Constructors, Inc; and declaring an effective date.

Date: February 3, 2026

Historical Background

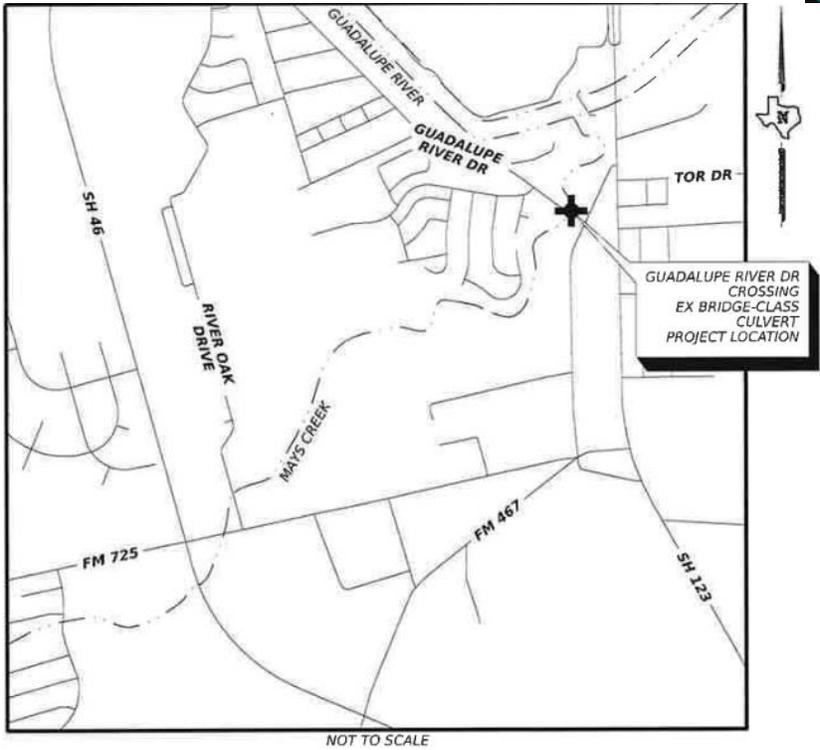
The City of Seguin was awarded a grant from the General Land Office for flood mitigation and infrastructure improvements in the amount of \$37,891,885.50. This grant is for construction of drainage improvements in the following four areas:

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

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

Five sealed bids were received on January 13, 2026, for the above referenced project. The low bidder, D&D Constructors, Inc., has successfully completed similar work in the past 5 years. BGE conducted reference checks on similar projects provided by D&D Constructors, Inc., with their bid package and found that they have completed those projects to the satisfaction of the Owner. BGE completed a bid tab analysis comparing the bid prices of D&D Constructors, Inc. versus the engineer's estimate as well as a comparison of the other bidders. D&D Constructors, Inc. has local experience and was the contractor for Phase 1 of the Mays Creek GLO project for the realignment of River Oak Drive, which has been positive to date.

It's real.



Action Requested

It is recommended that the project be awarded to D&D Contractors, Inc. in the amount of \$1,968,887.72; provided all DBE, Federal, and State Requirements are met.

Procurement Methodology & Funding Source

Procurements were 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. See RFQ No. AF-2026-15. Funding for this project has been secured through bonds, GLO CDBG-MIT grants.

Staff Recommendation

Staff recommends the construction contract be awarded to D&D Contractors, Inc. in the amount of \$1,968,887.72.

ATTACHMENTS

- 1. 2026.02.03 Resolution Mays Creek Construction Contract
- 2. Letter of Recommendation
- 3. Bidders Summary

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS AWARDED A BID IN THE AMOUNT OF \$1,968,887.72 TO D&D CONTRACTORS, INC. FOR THE MAYS CREEK GLO PHASE II DRAINAGE PROJECT (A GLO CDBG-MIT GRANT PROJECT, CONTRACT NUMBER 22-085-008-D236); AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH D&D CONTRACTORS, INC.; AND DECLARING AN EFFECTIVE DATE

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

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

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

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

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

WHEREAS, the qualified bids ranged from a low base bid of \$1,968,887.72 submitted by D&D Contractors, Inc. to a high bid of \$3,288,815.17 submitted by Rucoba & Maya Construction, and

WHEREAS, after considering the bids, performing an extensive reference check by BGE, Inc. and evaluation bid amount per unit price, and concurrence with the General Land Office, the City recommends awarding the contract to the lowest bidder D&D Contractors, Inc., for the contract price of \$1,968,887.72.

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

SECTION 1. The City Council hereby awards the bid in the amount of \$1,968,887.72 to D&D Contractors, Inc. for the Mays Creek GLO Phase II Drainage Project.

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

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

PASSED AND APPROVED THIS 3rd DAY OF FEBRUARY 2026.

Donna Dodgen
Mayor

ATTEST:

Kristin Mueller
City Secretary



January 19, 2026

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

RE: Bid Award Recommendation
GLO Mays Creek PH II
GLO CDBG-MIT No. 22-085-008-D236
RFQ No. AF-2026-015

Dear Mr. Sharp:

Sealed bids were received on January 13, 2026, for the above referenced project. There was a total of 05 bids received. The apparent low-bidder, **D&D Contractors, Inc.**, has successfully completed all required bidding documents.

	Estimate	
BGE Engineer's Estimate	\$2,521,691.29	
Bidder	Bid	% Difference from Engineer's Estimate
D&D	\$1,968,887.72	-21.92%
ALBRIGHT	\$2,086,159.66	-17.27%
E-Z BEL	\$2,534,665.75	0.51%
JERDON	\$3,216,990.65	27.57%
RUCOBA & MAYA CONST	\$3,288,815.17	30.42%

A copy of the bid tab including engineer's estimate and comparisons scenarios is attached. The bids appear reasonable and they do not appear to be materially or mathematically unbalanced. Therefore, it is recommended that the project be awarded to the apparent low bidder.

Sincerely,

Ben Engelhardt, P.E.
Senior Project Manager

Mays Creek GLO Phase II

GLO Mays Creek PH II Bidders Summary - AF 2026-015					BGE Engineer's Estimate		E-Z BEL			RUCOBA & MAYA CONST			D&D			ALBRIGHT			JERDON		
ITEM #	BID CODE	DESCRIPTION	BID UNIT	QUANTITY	UNIT PRICE	Unit Cost	Unit Price	Cost	Difference	Unit Price	Cost	Difference	Unit Price	Cost	Difference	Unit Price	Cost	Difference	Unit Price	Cost	Difference
					Total	\$2,521,691.29		\$2,534,665.75	0.51%		\$3,288,815.17	30.42%		\$1,968,887.72	-21.92%		\$2,086,159.66	-17.27%		\$3,216,990.65	27.57%
0100	6002	PREPARING ROW	STA	6	\$ 5,000.00	\$ 30,000.00	\$ 8,585.00	\$ 51,510.00	72%	\$ 12,000.00	\$ 72,000.00	140.00%	\$ 3,219.59	\$ 19,317.54	-35.61%	\$ 3,594.48	\$ 21,566.88	-28.11%	\$ 11,100.00	\$ 66,600.00	122.00%
0106	6002	OBLITERATING ABANDONED ROAD	SY	1734	\$ 22.00	\$ 38,148.00	\$ 25.00	\$ 43,350.00	14%	\$ 30.00	\$ 52,020.00	36.36%	\$ 8.96	\$ 15,536.64	-59.27%	\$ 11.71	\$ 20,305.14	-46.77%	\$ 10.90	\$ 18,900.60	-50.45%
0110	6001	EXCAVATION (ROADWAY)	CY	297	\$ 36.00	\$ 10,692.00	\$ 20.00	\$ 5,940.00	-44%	\$ 50.00	\$ 14,850.00	38.89%	\$ 24.56	\$ 7,294.32	-31.78%	\$ 59.80	\$ 17,760.60	66.11%	\$ 50.60	\$ 15,028.20	40.56%
0110	6002	EXCAVATION (CHANNEL)	CY	2151	\$ 50.00	\$ 107,550.00	\$ 28.00	\$ 60,228.00	-44%	\$ 50.00	\$ 107,550.00	0.00%	\$ 7.08	\$ 15,229.08	-85.84%	\$ 25.95	\$ 55,818.45	-48.10%	\$ 41.00	\$ 88,191.00	-18.00%
0132	6002	EMBANKMENT (FINAL)(DENS CONT)(TY A)	CY	3985	\$ 60.00	\$ 239,100.00	\$ 40.00	\$ 159,400.00	-33%	\$ 50.00	\$ 199,250.00	-16.67%	\$ 5.35	\$ 21,319.75	-91.08%	\$ 26.42	\$ 105,283.70	-55.97%	\$ 49.00	\$ 195,265.00	-18.33%
0161	6017	COMPOST MANUF TOPSOIL (4")	SY	2520	\$ 9.00	\$ 22,680.00	\$ 2.60	\$ 6,552.00	-71%	\$ 9.00	\$ 22,680.00	0.00%	\$ 3.06	\$ 7,711.20	-66.00%	\$ 2.40	\$ 6,048.00	-73.33%	\$ 7.50	\$ 18,900.00	-16.67%
0164	6021	CELL FBR MLCH SEED (PERM)(RURAL)(SANDY)	SY	2520	\$ 1.50	\$ 3,780.00	\$ 1.00	\$ 2,520.00	-33%	\$ 23.00	\$ 57,960.00	1433.33%	\$ 0.89	\$ 2,242.80	-40.67%	\$ 4.44	\$ 11,188.80	196.00%	\$ 0.67	\$ 1,688.40	-55.33%
0164	6029	CELL FBR MLCH SEED (TEMP) (WARM)	SY	1260	\$ 1.50	\$ 1,890.00	\$ 0.60	\$ 756.00	-60%	\$ 2.00	\$ 2,520.00	33.33%	\$ 0.66	\$ 831.60	-56.00%	\$ 2.54	\$ 3,200.40	69.33%	\$ 0.60	\$ 756.00	-60.00%
0165	6031	CELL FBR MLCH SEED (TEMP) (COOL)	SY	1260	\$ 1.50	\$ 1,890.00	\$ 0.60	\$ 756.00	-60%	\$ 2.00	\$ 2,520.00	33.33%	\$ 0.66	\$ 831.60	-56.00%	\$ 2.54	\$ 3,200.40	69.33%	\$ 0.60	\$ 756.00	-60.00%
0166	6002	FERTILIZER	TON	0.12	\$ 1,500.00	\$ 180.00	\$ 2,000.00	\$ 240.00	33%	\$ 10,000.00	\$ 1,200.00	566.67%	\$ 1,208.63	\$ 145.04	-19.42%	\$ 1,482.29	\$ 177.87	-1.18%	\$ 5,175.00	\$ 621.00	245.00%
0168	6001	VEGETATIVE WATER	MG	3.3	\$ 310.00	\$ 1,023.00	\$ 200.00	\$ 660.00	-35%	\$ 500.00	\$ 1,650.00	61.29%	\$ 604.32	\$ 1,994.26	94.94%	\$ 1,483.22	\$ 4,894.63	378.46%	\$ 1,375.00	\$ 4,537.50	343.55%
0247	6041	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS)	CY	843	\$ 136.00	\$ 114,648.00	\$ 85.00	\$ 71,655.00	-38%	\$ 115.00	\$ 96,945.00	-15.44%	\$ 51.48	\$ 43,397.64	-62.15%	\$ 112.87	\$ 95,149.41	-17.01%	\$ 73.15	\$ 61,665.45	-46.21%
0260	6011	LIME TRT (EXIST MATL) (12")	SY	2479	\$ 9.00	\$ 22,311.00	\$ 4.80	\$ 11,899.20	-47%	\$ 5.05	\$ 12,518.95	-43.89%	\$ 11.42	\$ 28,310.18	26.89%	\$ 26.61	\$ 65,966.19	195.67%	\$ 10.55	\$ 26,153.45	17.22%
0260	6083	LIME (HYD(SLY OR DRY) COM OR QK(DRY))	TON	84	\$ 486.00	\$ 40,824.00	\$ 415.00	\$ 34,860.00	-15%	\$ 396.53	\$ 33,308.52	-18.41%	\$ 346.88	\$ 29,137.92	-28.63%	\$ 528.60	\$ 44,402.40	8.77%	\$ 330.00	\$ 27,720.00	-32.10%
0310	6009	PRIME COAT (MC-30)	GAL	437	\$ 9.50	\$ 4,151.50	\$ 4.25	\$ 1,857.25	-55%	\$ 20.00	\$ 8,740.00	110.53%	\$ 4.83	\$ 2,110.71	-49.16%	\$ 4.38	\$ 1,914.06	-53.89%	\$ 4.60	\$ 2,010.20	-51.58%
0316	6001	ASPH (MULTI OPTION)	GAL	545	\$ 10.00	\$ 5,450.00	\$ 5.00	\$ 2,725.00	-50%	\$ 20.00	\$ 10,900.00	100.00%	\$ 5.56	\$ 3,030.20	-44.40%	\$ 5.18	\$ 2,823.10	-48.20%	\$ 5.30	\$ 2,888.50	-47.00%
0316	6193	AGGR(TY-D GR-5 SAC-B)	CY	19	\$ 200.00	\$ 3,800.00	\$ 135.00	\$ 2,565.00	-33%	\$ 260.00	\$ 4,940.00	30.00%	\$ 157.12	\$ 2,985.28	-21.44%	\$ 588.71	\$ 11,185.49	194.36%	\$ 150.00	\$ 2,850.00	-25.00%
0341	6027	D-GR HMA TY-C SAC-B PG70-22	TON	241	\$ 200.00	\$ 48,200.00	\$ 110.00	\$ 26,510.00	-45%	\$ 175.00	\$ 42,175.00	-12.50%	\$ 147.45	\$ 35,535.45	-26.28%	\$ 201.83	\$ 48,641.03	0.92%	\$ 140.00	\$ 33,740.00	-30.00%
0420	6011	CL B CONC (FLUME)	CY	10	\$ 760.00	\$ 7,600.00	\$ 550.00	\$ 5,500.00	-28%	\$ 750.00	\$ 7,500.00	-1.32%	\$ 1,260.61	\$ 12,606.10	65.87%	\$ 313.99	\$ 3,139.90	-58.69%	\$ 1,185.00	\$ 11,850.00	55.92%
0420	6066	CL C CONC (RAIL FOUNDATION)	CY	80	\$ 2,200.00	\$ 176,000.00	\$ 460.00	\$ 36,800.00	-79%	\$ 1,100.00	\$ 88,000.00	-50.00%	\$ 1,027.34	\$ 82,187.20	-53.30%	\$ 313.99	\$ 25,119.20	-85.73%	\$ 960.00	\$ 76,800.00	-56.36%
0432	6003	RIPRAP (CONC) (6 IN)	CY	28	\$ 800.00	\$ 22,400.00	\$ 700.00	\$ 19,600.00	-13%	\$ 720.00	\$ 20,160.00	-10.00%	\$ 966.91	\$ 27,073.48	20.86%	\$ 414.76	\$ 11,613.28	-48.16%	\$ 575.00	\$ 16,100.00	-28.13%
0450	6032	RAIL (TY C223)	LF	398	\$ 350.00	\$ 139,300.00	\$ 205.00	\$ 81,590.00	-41%	\$ 450.00	\$ 179,100.00	28.57%	\$ 286.75	\$ 114,126.50	-18.07%	\$ 173.79	\$ 69,168.42	-50.35%	\$ 182.00	\$ 72,436.00	-48.00%
0450	6052	RAIL (HANDRAIL) (TY F)	LF	348	\$ 200.00	\$ 69,600.00	\$ 185.00	\$ 64,380.00	-8%	\$ 270.00	\$ 93,960.00	35.00%	\$ 218.76	\$ 76,128.48	9.38%	\$ 209.48	\$ 72,899.04	4.74%	\$ 146.00	\$ 50,808.00	-27.00%
0496	6001	REMOVE STR (BOX CULVERT)	EA	2	\$ 22,000.00	\$ 44,000.00	\$ 9,700.00	\$ 4,850.00	-78%	\$ 4,500.00	\$ 9,000.00	-79.55%	\$ 4,977.31	\$ 9,954.62	-77.38%	\$ 10,783.45	\$ 21,566.90	-50.98%	\$ 10,680.00	\$ 21,360.00	-51.45%
0500	6001	MOBILIZATION	LS	1	\$ 119,985.30	\$ 119,985.30	\$ 241,000.00	\$ 241,000.00	101%	\$ 85,000.00	\$ 85,000.00	-29.16%	\$ 67,079.21	\$ 67,079.21	-44.09%	\$ 113,647.04	\$ 113,647.04	-5.28%	\$ 372,485.00	\$ 372,485.00	210.44%
0502	6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	5	\$ 14,000.00	\$ 70,000.00	\$ 3,025.00	\$ 15,125.00	-78%	\$ 7,000.00	\$ 35,000.00	-50.00%	\$ 3,323.74	\$ 16,618.70	-76.26%	\$ 5,886.81	\$ 29,434.05	-57.95%	\$ 8,800.00	\$ 44,000.00	-37.14%
0506	6002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	120	\$ 53.00	\$ 6,360.00	\$ 40.00	\$ 4,800.00	-25%	\$ 225.00	\$ 27,000.00	324.53%	\$ 12.09	\$ 1,450.80	-77.19%	\$ 50.75	\$ 6,090.00	-4.25%	\$ 61.00	\$ 7,320.00	15.09%
0506	6011	ROCK FILTER DAMS (REMOVE)	LF	120	\$ 18.00	\$ 2,160.00	\$ 10.00	\$ 1,200.00	-44%	\$ 75.00	\$ 9,000.00	316.67%	\$ 13.41	\$ 1,609.20	-25.50%	\$ 27.91	\$ 3,349.20	55.06%	\$ 13.00	\$ 1,560.00	-27.78%
0506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	1046	\$ 5.00	\$ 5,230.00	\$ 3.50	\$ 3,661.00	-30%	\$ 12.00	\$ 12,552.00	140.00%	\$ 3.26	\$ 3,409.96	-34.80%	\$ 2.65	\$ 2,771.90	-47.00%	\$ 2.85	\$ 2,981.10	-43.00%
0506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	1046	\$ 2.00	\$ 2,092.00	\$ 1.00	\$ 1,046.00	-50%	\$ 10.00	\$ 10,460.00	400.00%	\$ 1.54	\$ 1,610.84	-23.00%	\$ 1.07	\$ 1,119.22	-46.50%	\$ 0.60	\$ 627.60	-70.00%
0529	CRB2	CRB-2 CURB AND GUTTER	LF	641	\$ 65.00	\$ 41,665.00	\$ 36.00	\$ 23,076.00	-45%	\$ 42.00	\$ 26,922.00	-35.38%	\$ 36.28	\$ 23,255.48	-44.18%	\$ 27.91	\$ 17,890.31	-57.06%	\$ 43.45	\$ 27,851.45	-33.15%
0530	6004	DRIVEWAYS (CONC)	SY	99	\$ 130.00	\$ 12,870.00	\$ 106.00	\$ 10,494.00	-18%	\$ 115.00	\$ 11,385.00	-11.54%	\$ 166.79	\$ 16,512.21	28.30%	\$ 260.86	\$ 25,825.14	100.66%	\$ 132.45	\$ 13,112.55	1.88%
0530	6005	DRIVEWAYS (ACP)	SY	259	\$ 135.00	\$ 34,965.00	\$ 40.00	\$ 10,360.00	-70%	\$ 115.00	\$ 29,785.00	-14.81%	\$ 84.60	\$ 21,911.40	-37.33%	\$ 42.41	\$ 10,984.19	-68.59%	\$ 101.00	\$ 26,159.00	-25.19%
0531	6001	CONC SIDEWALKS (4")	SY	191	\$ 125.00	\$ 23,875.00	\$ 100.00	\$ 19,100.00	-20%	\$ 105.00	\$ 20,055.00	-16.00%	\$ 99.11	\$ 18,930.01	-20.71%	\$ 296.86	\$ 56,700.26	137.49%	\$ 112.00	\$ 21,392.00	-10.40%
0531	6005	CURB RAMPS (TY 2)	EA	2	\$ 3,300.00	\$ 6,600.00	\$ 4,150.00	\$ 8,300.00	26%	\$ 3,500.00	\$ 7,000.00	6.06%	\$ 2,897.93	\$ 5,795.86	-12.18%	\$ 4,059.65	\$ 8,119.30	23.02%	\$ 2,875.00	\$ 5,750.00	-12.88%
0542	6001	REMOVE METAL BEAM GUARD FENCE	LF	400	\$ 5.00	\$ 2,000.00	\$ 6.00	\$ 2,400.00	20%	\$ 50.00	\$ 20,000.00	900.00%	\$ 6.04	\$ 2,416.00	20.80%	\$ 11.11	\$ 4,444.00	122.20%	\$ 10.25	\$ 4,100.00	105.00%
0545	6019	CRASH CUSH ATTN (INSTL)(S)(N)(TL3)	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 7,750.00	\$ 31,000.00	675%	\$ 12,000.00	\$ 48,000.00	1100.00%	\$ 9,366.92	\$ 37,467.68	836.69%	\$ 16,011.00	\$ 64,044.00	1501.10%	\$ 11,212.00	\$ 44,848.00	1021.20%
0560	6011	MAILBOX INSTALL-S (TWW-POST) TY 4	EA	1	\$ 245.00	\$ 245.00	\$ 400.00	\$ 400.00	63%	\$ 900.00	\$ 900.00	267.35%	\$ 1,027.34	\$ 1,027.34	319.32%	\$ 432.41	\$ 432.41	76.49%	\$ 720.00	\$ 720.00	193.88%
0560	6013	MAILBOX INSTALL-M (TWW-POST) TY 4	EA	1	\$ 670.00	\$ 670.00	\$ 775.00	\$ 775.00	16%	\$ 3,000.00	\$ 3,000.00	347.76%	\$ 1,027.34	\$ 1,027.34	53.33%	\$ 229.41	\$ 229.41	-65.76%	\$ 1,440.00	\$ 1,440.00	114.93%
0644	6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	4	\$ 820.00	\$ 3,280.00	\$ 1,100.00	\$ 4,400.00	34%	\$ 1,200.00	\$ 4,800.00	46.34%	\$ 1,389.93	\$ 5,559.72	69.50%	\$ 2,267.51	\$ 9,070.04	176.53%	\$ 930.00	\$ 3,720.00	13.41%
0644	6027	IN SM RD SN SUP&AM TY80(1)SA(P)	EA	1	\$ 755.00	\$ 755.00	\$ 1,500.00	\$ 1,500.00	99%	\$ 1,800.00	\$ 1,800.00	138.41%	\$ 1,208.63	\$ 1,208.63	60.08%	\$ 458.82	\$ 458.82	-39.23%	\$ 1,160.00	\$ 1,160.00	53.64%
0658	6014	INSTL DEL ASSM (D-SW)SZ(BRF)CTB (BI)	EA	8	\$ 26.57	\$ 212.56	\$ 25.00	\$ 200.00	-6%	\$ 150.00	\$ 1,200.00	464.55%	\$ 54.39	\$ 435.12	104.70%	\$ 65.81	\$ 526.48	147.69%	\$ 97.00		



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 to reimburse Guadalupe Valley Electric COOP (GVEC) for costs of utility relocation for the Cordova Road.

Date: February 3, 2026

Historical Background

In August 2021, the City of Seguin was awarded funding through the Alamo Area Metropolitan Planning Organization (AAMPO) for the STBG-Road Widening Off System, Cordova Road Project. The project will widen Cordova Road from State Highway 46 to State Highway 123 to four (4) lanes and include a median and shared use paths on both sides. Guadalupe County is a partner in this project and will contribute to the local match required for this funding source.

In August 2022, City Council awarded a professional services contract for engineering with Pape-Dawson Engineers, Inc. for engineering and design services of the Cordova Road Project CSJ #0915-46-052. The project is currently at 90% design and waiting to complete the ROW acquisition. Utility relocation is the next task to be completed before project is let for construction. GVEC is one Utility company that requires their infrastructure to be relocated.

On December 19, 2025, the City received notice from the Guadalupe Valley Electric COOP (GVEC) requesting reimbursement for costs associated with the relocation of their infrastructure along Cordova Road Project location, from Hwy 46 to SH 123. GVEC has already executed design work to begin the relocation of their underground infrastructure to facilitate the construction on the Cordova Road Project. A reimbursement agreement with a cost estimated in the amount of \$1,363,544.38. This expense is for relocation of their underground electrical infrastructure located outside the City's existing right-of-way and inside a GVEC easement.

It's real.

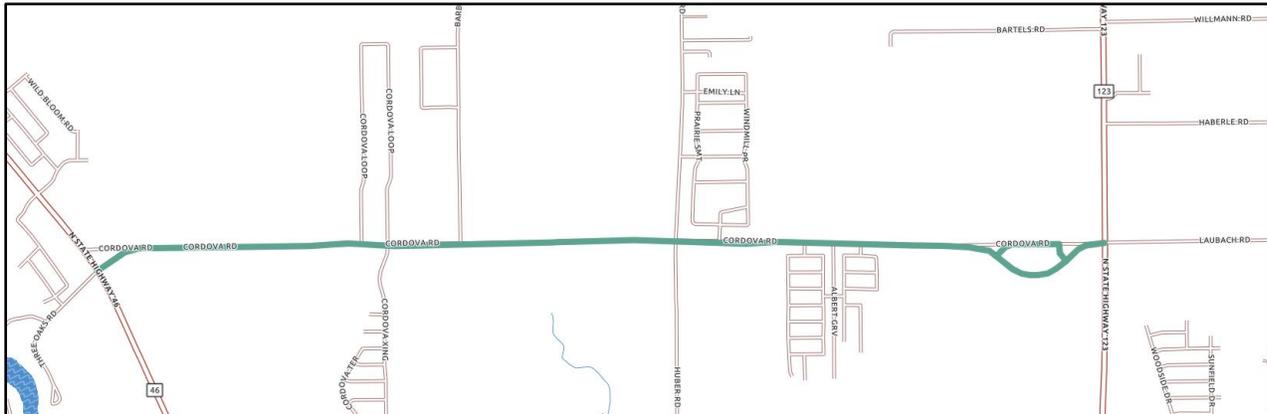


Figure 1: Cordova Road Project Limits

Action Requested

It is recommended that the reimbursement agreement be authorized in the amount of \$1,363,689.38; provided all proper documentation is received from GVEC.

Procurement Methodology & Funding Source

Funding for this project has been secured through bonds. This project was budgeted for in this fiscal year's CIP budget.

Staff Recommendation

Staff recommends authorization for the Reimbursement Agreement with GVEC in the amount of \$1,363,689.38.

ATTACHMENTS

- 1. 2026.02.03 Resolution GVEC UG Reimbursement Agreement
2. GVEC UG Reimbursement Agreement

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS TO AUTHORIZE A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$1,363,544.38 WITH GUADALUPE VALLEY ELECTRIC COOP (GVEC) FOR UNDERGROUND ELECTRICAL INFRASTRUCTURE IN THE CORDOVA ROAD PROJECT; AUTHORIZING THE CITY MANAGER TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH GVEC; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Seguin was awarded funding through the Alamo Area Metropolitan Planning Organization (AAMPO) for the STBG-Road Widening Off System, Cordova Road Project. The project will widen Cordova Road from State Highway 46 to State Highway 123 to four (4) lanes and include a median and shared use paths on both sides; and

WHEREAS, the Guadalupe County is a partner in this project and will contribute to the local match required for this funding source; and

WHEREAS, the Reimbursement Agreement is for the underground electrical infrastructure located in the Cordova Road Project; and

WHEREAS, the City requires GVEC to design and relocate the underground infrastructure currently located in a GVEC easement; and

WHEREAS, GVEC is requesting 100% reimbursement for the costs to relocate the underground electrical infrastructure in the estimated amount of \$1,363,544.38.

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

SECTION 1. The City Council hereby authorizes the reimbursement agreement in the amount of \$1,363,544.38 with GVEC for the relocation of underground electrical infrastructure in the Cordova Road Project.

SECTION 2. The City Manager, Steve Parker, is authorized to execute a reimbursement agreement with GVEC for the Cordova Road Project.

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

PASSED AND APPROVED THIS 3rd DAY OF FEBRUARY 2026.

Donna Dodgen
Mayor

ATTEST:

Kristin Mueller
City Secretary

Project Name: Cordova Road Improvements

Contract/PO No: _____

Vendor No: _____

UTILITY COOPERATIVE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2025 by and between the City of Seguin, herein referred to as (“**CITY**”), and Guadalupe Valley Electric Cooperative Inc., herein referred to as (“**UTILITY**”).

RECITALS

WHEREAS, the **CITY** has deemed it necessary to make road and facility improvements along Cordova Road between Highway 123 and GVEC Substation, herein referred to as the “**PROJECT**”, located within the limits of the Guadalupe County, Texas; and

WHEREAS, the proposed roadway improvements will necessitate the installation, adjustment, removal, and/or relocation of certain GVEC owned facilities of the **UTILITY** as indicated in the following statement of work: The **UTILITY** is agreeable to design, construct, and relocate as necessary all electric poles, electric lines, fiber lines, electric meters, electric transformers, appurtenances and per the existing Franchise Agreement along the **PROJECT** so as not to be in conflict with any of the proposed improvements such as but not limited to roadway pavement structure, curb & gutters, sidewalks, multiuse paths, drainage structures, traffic conduits & pull boxes, concrete driveways, medians, landscaping; and

WHEREAS, the **UTILITY** has submitted and the **CITY** has approved the **PROJECT** estimate and payment plan for such electrical installations, adjustments, removals, and/or relocations as shown in the attached Exhibit A; and

WHEREAS, the **UTILITY** has requested that the **CITY** obtain any additional utility easements necessary for the **PROJECT** as shown in the attached Exhibit B.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties mutually agree as follows:

Upon execution of this agreement by the parties hereto the **CITY** will, by written notice, authorize the **UTILITY** to proceed with the necessary electric utility design, material procurement, installations, adjustments, removals, and/or relocations. The **UTILITY** agrees to proceed in such a manner that will not result in avoidable delay or interference with the **PROJECT**. Should the **UTILITY** by its actions cause interference or delay resulting in the imposition of damages upon the **CITY** by a third party, **UTILITY** agrees to be responsible for said damages.

Upon approval of design, the **UTILITY** will carry out said electric utility installations, adjustments, removals, and/or relocations in accordance with the **PROJECT** after the **CITY** acquires all necessary utility easements and issues a Notice-to-Proceed to the **UTILITY**. **PROJECT** timeline will be adjusted accordingly due to delays beyond the control of the **UTILITY**, which shall include but not be limited to delays caused by the relocation of other utilities (Telecommunications providers, Water/Waste Water, and Gas), unforeseen material/industry delays, floods, epidemics, adverse weather, or acts of God.

The **CITY** shall pay the **UTILITY** in accordance with the payment timeline supported by the attached Exhibit A.

Both parties shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. Buy America and Build America, Buy America (BABA) provisions are not applicable to this project.

The **UTILITY** and **CITY** agree that both Parties, each through their public officials, employers, and agents, shall each be responsible for their own negligent acts or omissions or other tortuous conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to **CITY**. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement will not create any rights in third Parties not signatories hereto. In the event that any portion of this agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

This agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged in this written agreement. No prior agreement or understandings,

verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement. The terms of this agreement are lawful; performances of all duties and obligations herein shall conform with and do not contravene any applicable state, local, or federal statutes, regulations, rules, or ordinances.

This agreement shall not be altered, modified or amended except by an instrument in writing and executed by the parties hereto.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the part represented.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year set forth below.

CITY OF SEGUIN, TEXAS

BY: _____
STEVE PARKER, CITY MANAGER

DATE: _____

ATTEST:

BY: _____
CITY SECRETARY

DATE: _____

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

DATE: _____

GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.

BY: _____
**DISTRIBUTION DESIGN
& PLANNING MANAGER**

DATE: _____

ATTEST:

BY: _____
EXECUTIVE ASSISTANT

DATE: _____

Exhibit A

12/4/2025

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

RE: Cost Estimate for Cordova Road Underground Utility Relocations

Project Description:

Underground relocation Construction/Equipment

Engineering, Design, Staking,	\$130,000.00
Construction Labor	\$286,011.63
Material	\$673,743.75
Fiber Relocation Material/Labor	\$269,689.00
Equipment Rental	\$4,100.00

Estimated Total:	\$1,363,544.38
Eligibility Ratio:	100%
GVEC Responsibility:	\$0
City of Seguin Responsibility:	\$1,363,544.38

Summary of Payments and Estimation of timeline for Distribution Line and Service Deployment:

Down Payment for Project (50% of Cities cost).....	\$681,772.19 - Jan 2026
Mobilization.....	1/1/2026 – 2/2/2026
Electric Construction.....	2/1/2026- 1/1/2027
Fiber Construction.....	6/1/2026-3/1/2027
Final Payment (Remaining 50% of Cities estimated cost).....	\$681,772.19- 4/1/2027
Pole Retirement(Timeline dependent on attacher schedule).....	TBD

IMPORTANT NOTE: Costs subject to changes due to final design, construction conditions, supply chain and volatile pricing on materials. Project True Up will be for actual costs incurred for engineering, surveying, labor, material, and equipment used.



Work Order Number: 2034974
 Serv Location:
 SML: 64559286
 EML:
 Trans Pole#:
 Meter Pole#:
 Customer Name: CORDOVA RD SIP UG - CORDOVA LP QUOTE
 Serv Addr: CORDOVA RD AT SH 123
 Serv City: 78155 - Seguin
 Taxing City: 6 - SEGUIN
 State: TX, Zip: 78155

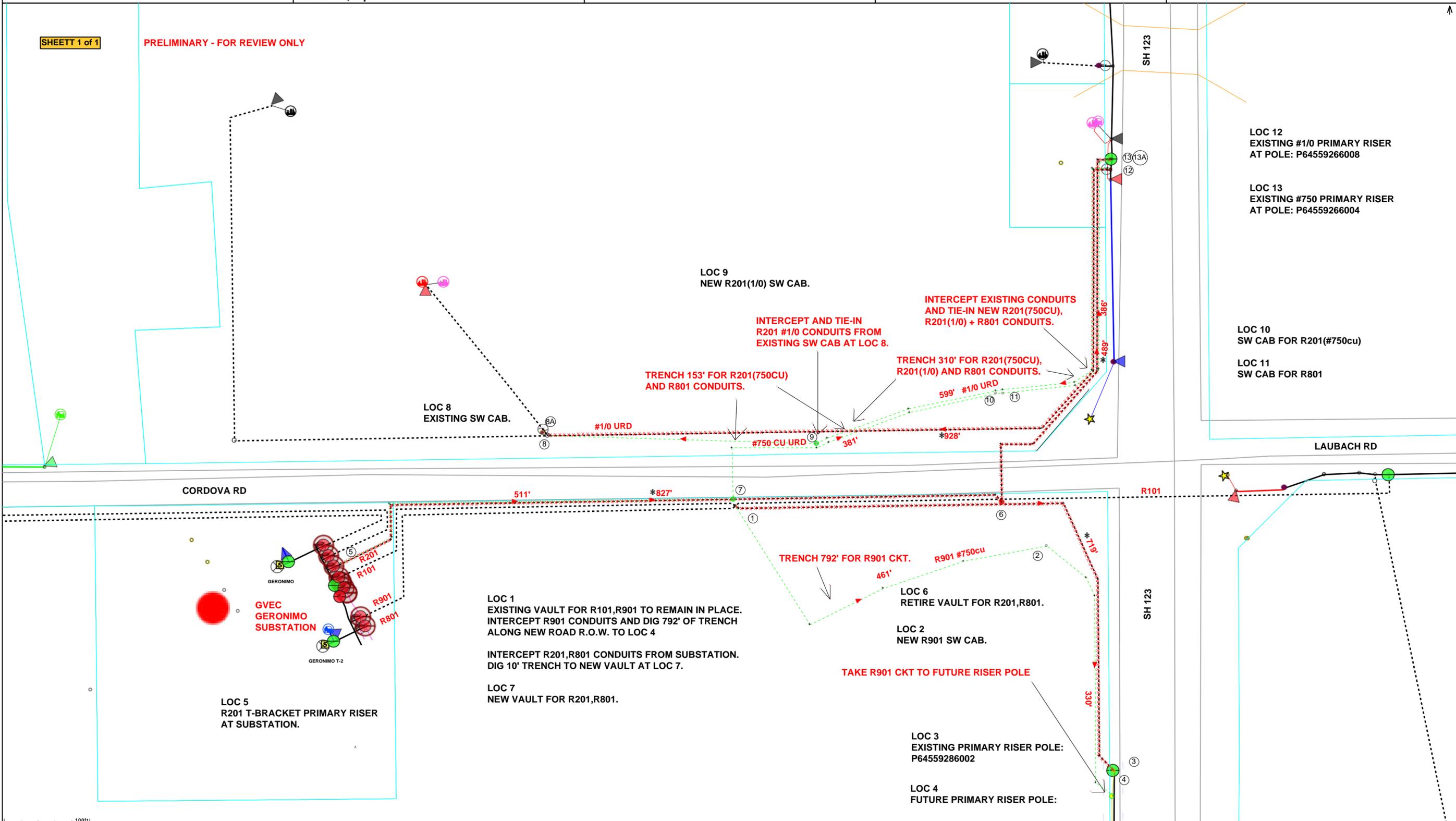
County: 6 - GUADALUPE
 Franchise: 6 - SEGUIN
 Board District: 4 - SHAWN MARTINEZ
 School District: 31 - Navarro ISD
 Service Lineman: 05 - Seguin Area 1
 District Office: 20 - Seguin District Office
 Work Plan: 140 ALL OTHER
 Easement: 2
 Gate Combo: N/A

Staked By: M & S 3
 Staked Date: 2024-12-10
 Drawn By: M & S 1
 Drawn Date: 2024-12-16
 Checked By:
 Checked Date:
 DT#: N/A
 DT Date: N/A
 ROW: N/A
 HWY Permit: N/A

Feeder: R901
 Substation: GERONIMO
 Phase: ABC
 Primary Voltage: 14.4
 Secondary Voltage:
 Comments: PRELIMINARY DESIGN ONLY.
 Overhead: -0-
 Underground: +3580' -2963'= +617'
 Secondary: -0-
 Service: -0-

SHEET 1 of 1

PRELIMINARY - FOR REVIEW ONLY



XFMR #	Transformers and Service	GVEC Meter	Completion	Job Briefing						
Install _____ Serial # _____ KVA _____ Removed _____ Serial # _____ KVA _____	Date: _____ Time: _____ AM PM Voltage: LG-1 _____ LG-2 _____ L-L _____	Added _____ Reuse _____ Removed _____	Completed By: _____ Date: _____ Meter Set: <input type="checkbox"/> Yes <input type="checkbox"/> No Voltage: _____	<table border="0"> <tr> <td><input type="checkbox"/> Hazards</td> <td rowspan="5">Employee-in-Charge Signature Date: _____ Time: _____ Employee Signatures: _____</td> </tr> <tr> <td><input type="checkbox"/> Work Procedures</td> </tr> <tr> <td><input type="checkbox"/> Special Precautions</td> </tr> <tr> <td><input type="checkbox"/> Energy Source Controls (lockout/tagout)</td> </tr> <tr> <td><input type="checkbox"/> PPE</td> </tr> </table>	<input type="checkbox"/> Hazards	Employee-in-Charge Signature Date: _____ Time: _____ Employee Signatures: _____	<input type="checkbox"/> Work Procedures	<input type="checkbox"/> Special Precautions	<input type="checkbox"/> Energy Source Controls (lockout/tagout)	<input type="checkbox"/> PPE
<input type="checkbox"/> Hazards	Employee-in-Charge Signature Date: _____ Time: _____ Employee Signatures: _____									
<input type="checkbox"/> Work Procedures										
<input type="checkbox"/> Special Precautions										
<input type="checkbox"/> Energy Source Controls (lockout/tagout)										
<input type="checkbox"/> PPE										



Work Order Number: 2075174
 Serv Location: 0
 SML:
 EML:
 Trans Pole#:
 Meter Pole#:
 Customer Name: CORDOVA RD SIP OH - CORDOVA LP
 Serv Addr: Cordova Rd/HWY 123
 Serv City: 78155 - Seguin
 Taxing City: 6 - SEGUIN
 State: TX, Zip: 78550

County: 6 - GUADALUPE
 Franchise: 6 - SEGUIN
 Board District: 4 - SHAWN MARTINEZ
 School District: 31 - Navarro ISD
 Service Lineman: 05 - Seguin Area 1
 District Office: 20 - Seguin District Office
 Work Plan: 234 OVERHEAD 3-PHASE #477ACSR
 Easement:
 Gate Combo: N/A

Staked By: M & S 3
 Staked Date: 2025-07-28
 Drawn By: M & S 3
 Drawn Date: 2025-07-29
 Checked By: SAL
 Checked Date: 2025-07-30
 DT#: 2571090137
 DT Date: 072925
 ROW:
 HWY Permit:

Feeder: R901
 Substation: GERONIMO
 Phase: ACB
 Primary Voltage: 14.4
 Secondary Voltage: 120/240
 Comments: INSTALL IN-LINE PROPOSED RISER POLE
 Overhead: -0-
 Underground: -0-
 Secondary: -0-
 Service: -0-

SHEET 1 OF 1

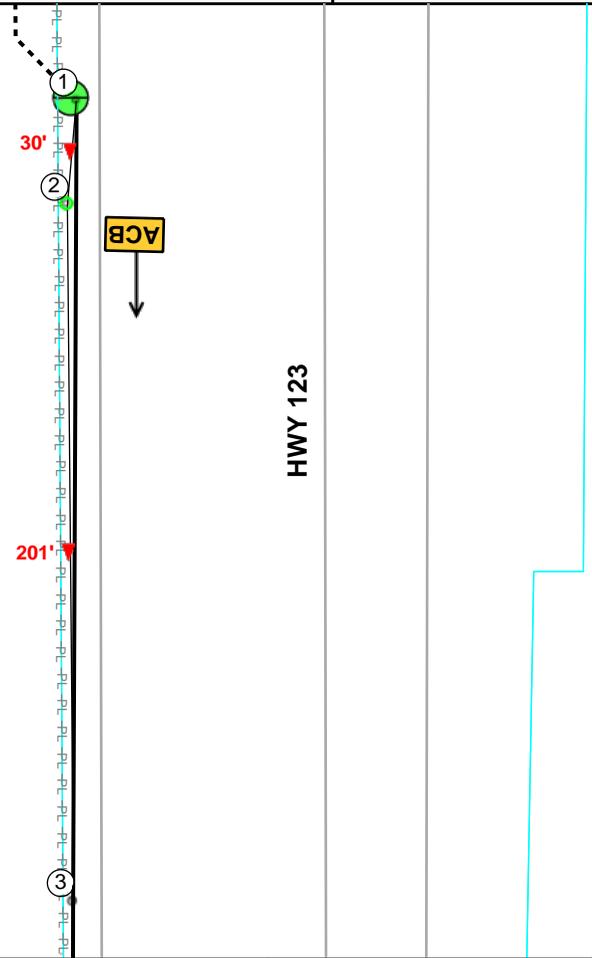
TX811: 2571090137
 7/29/2025

UPLINE DEVICE: R901
 300-200SDVRECLOSER
 LINEMEN TO VERIFY

LOC #1
 EXISTING POLE
 P64559286002, P55/2S

LOC #2
 INSTALL P55/2
 FUTURE RISER POLE

LOC #3
 EXISTING POLE
 P64559286001, P55/2S



1
 Source: none
 EX (1) ESMNT NO RESTRICTION
 EX (4) E3-10
 EX (1) E8-2
 EX (1) F1-5S
 EX (1) P55-2S
 # P64559286002
 EX (1) VC7 477
 EX (1) VM2-11KK

2
 Source: 1
 EX (30) 477 ACSR
 EX (30) 477 ACSR
 EX (30) 477 ACSR
 EX (30) 477 ACSR
 N (1) P55-2
 N (1) UVM2-6W-477
 N (2) UVM2-750W-477
 N (1) VC9-3 477
 N (1) VM2-11KK

3
 Source: 2
 EX (201) 477 ACSR
 EX (201) 477 ACSR
 EX (201) 477 ACSR
 EX (201) 477 ACSR
 EX (1) P55-2S
 # P64559286001
 EX (1) VC9-3 477
 EX (1) VM2-11KK

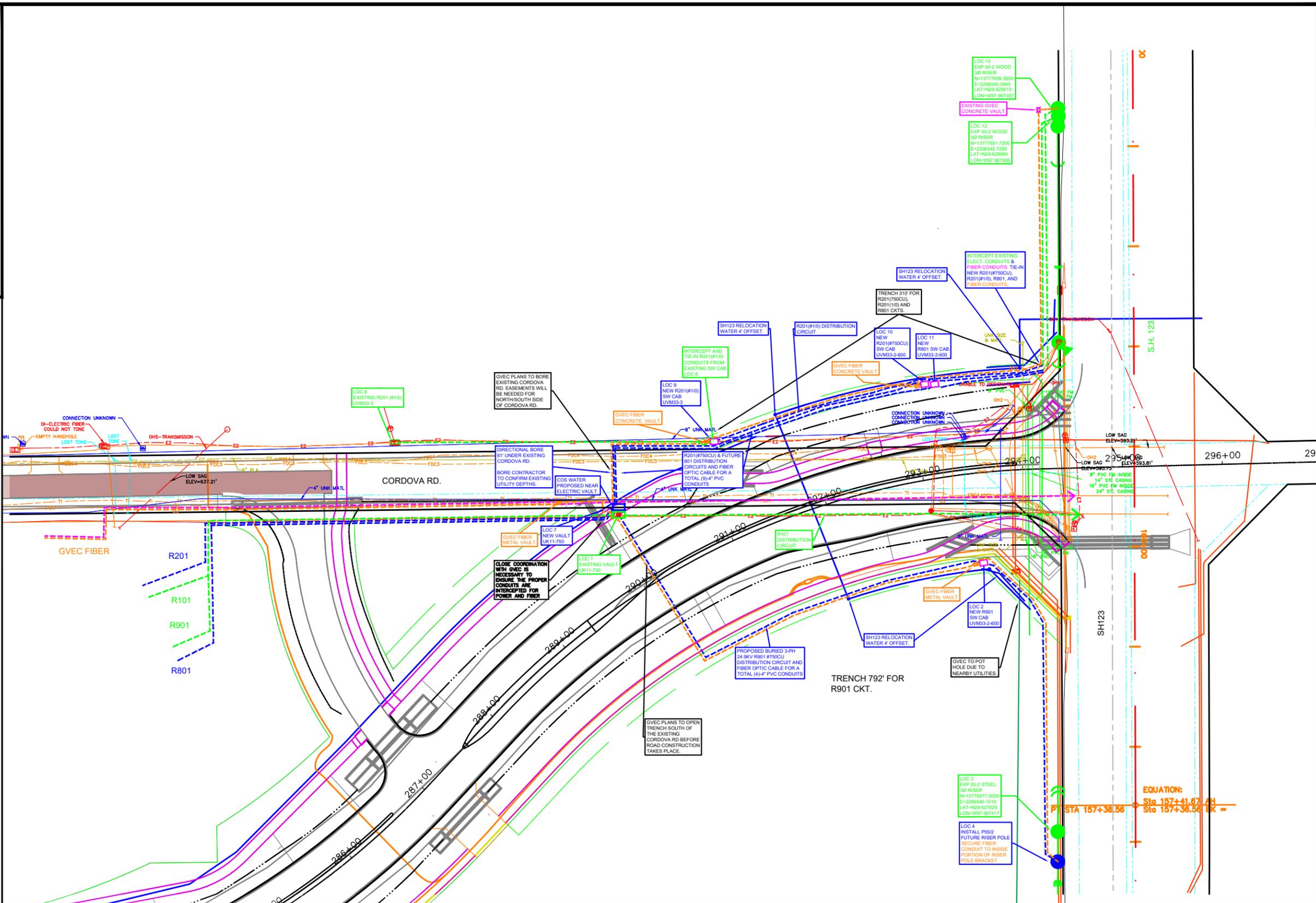
50ft

XFMR #	Transformers and Service	GVEC Meter	Completion	Job Briefing		
Install _____ Serial # _____ KVA _____ Removed _____ Serial # _____ KVA _____	Date: _____ Time: _____ AM PM Voltage: LG-1 _____ LG-2 _____ L-L _____	Added _____ Reuse _____ Removed _____	Completed By: _____ Date: _____ Meter Set: <input type="checkbox"/> Yes <input type="checkbox"/> No Voltage: _____	<input type="checkbox"/> Hazards <input type="checkbox"/> Work Procedures <input type="checkbox"/> Special Precautions <input type="checkbox"/> Energy Source Controls (lockout/tagout) <input type="checkbox"/> PPE	Employee-in-Charge Signature _____ Date: _____ Time: _____ Employee Signatures: _____	

LEGEND

- EXISTING POWER POLE TO BE REMOVED
- NEW POWER POLE
- EXISTING POWER POLE
- EXISTING COMMUNICATION POLE
- EXISTING POWER LINE
- EXISTING POWER LINE TO BE REMOVED
- NEW POWER LINE
- APPROXIMATE. R.O.W.
- ~ SLACK
- ~ OVERHEAD GUY
- ↖ EXISTING ANCHOR
- ↖ NEW ANCHOR
- ↖ ANCHOR TO BE REMOVED
- ⊕ TRANSFORMER (XFMR)
- ⊕ STREET LIGHT
- ⊕ SWITCH/FUSE CUTOUT
- ⊕ LIGHTING ARRESTOR

ALL SLACK POLES DEADEND OR UNGUYED ANGLE SHALL HAVE QUICKSET (FOAM) INSTALLED.



DATE: 8/28/2025 7:39 AM
 FILE: T:\GVEC_2024\CORDOVA RD SIP UG - SH 123 WO#2034974.DWG

SHEET SIZE: 11" X 17"
 0 50' 100'
 SCALE: 1" = 100'

*** THE QUANTITIES SHOWN ON THE PLANS AND THE BID DOCUMENTS ARE ESTIMATED QUANTITIES AND BASED ON THE PLAN SET AND TO BE USED FOR BIDDING PURPOSE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO RESOLVE ANY PERCEIVED DISCREPANCIES IN THE QUANTITIES WITH THE OWNER PRIOR BEGINNING ANY CONSTRUCTION WORK.

M&S ENGINEERING
 CIVIL | ELECTRICAL | STRUCTURAL | MEP
 TEXAS REGISTERED ENGINEERING FIRM
 F-1394

gvec
 Delivering more.™

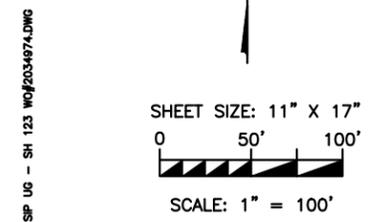
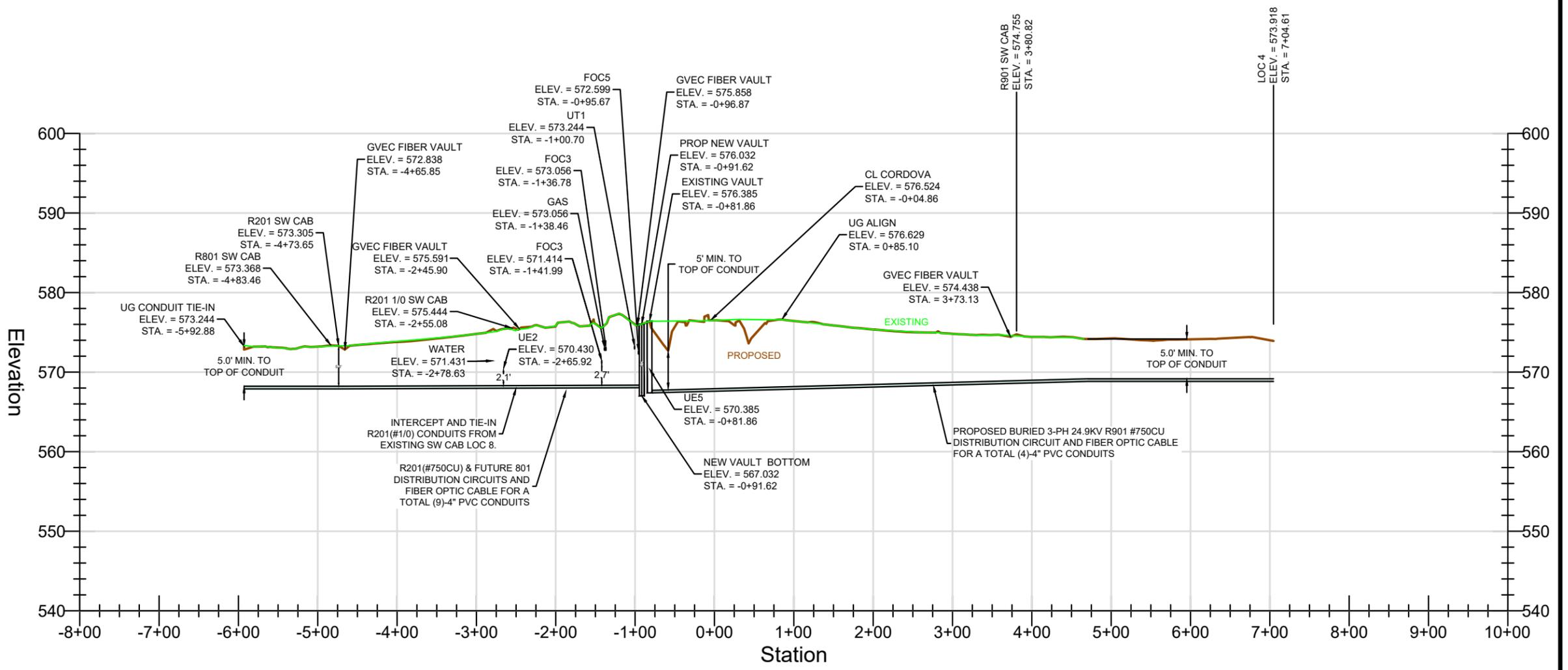
**CORDOVA RD SIP UG - SH 123
 WO#2034974**

DESIGN	A. ALVARADO	ISSUE DATE	04/02/2025
TECH	XXXXXX	SCALE	1" = 100'
WO#	XXXXXX	PAGE	1 OF 2

- LEGEND**
- EXISTING POWER POLE TO BE REMOVED
 - NEW POWER POLE
 - EXISTING POWER POLE
 - EXISTING COMMUNICATION POLE
 - EXISTING POWER LINE
 - EXISTING POWER LINE TO BE REMOVED
 - NEW POWER LINE
 - APPROXIMATE. R.O.W.
 - ~ SLACK
 - ~ OVERHEAD GUY
 - ✓ EXISTING ANCHOR
 - ✓ NEW ANCHOR
 - ✗ ANCHOR TO BE REMOVED
 - ▲ TRANSFORMER (XFMR)
 - + STREET LIGHT
 - + SWITCH/FUSE CUTOUT
 - + LIGHTING ARRESTOR

ALL SLACK POLES DEADEND OR UNGUYED ANGLE SHALL HAVE QUICKSET (FOAM) INSTALLED.

PROFILE VIEW



Date: 8/28/2025 7:39 AM
File: T:\GVEC\2024\CORDOVA RD SIP UG - SH 123 WO#2034974.DWG

*** THE QUANTITIES SHOWN ON THE PLANS AND THE BID DOCUMENTS ARE ESTIMATED QUANTITIES AND BASED ON THE PLAN SET AND TO BE USED FOR BIDDING PURPOSE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO RESOLVE ANY PERCEIVED DISCREPANCIES IN THE QUANTITIES WITH THE OWNER PRIOR BEGINNING ANY CONSTRUCTION WORK.



M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP
TEXAS REGISTERED ENGINEERING FIRM
F-1394



CORDOVA RD SIP UG - SH 123
WO#2034974

DESIGN	A. ALVARADO	ISSUE DATE	04/02/2025
TECH	XXXXXX	SCALE	VERT: 1" = 15' HORZ: 1" = 150'
WO#	XXXXXX	PAGE	2 OF 2

MEMORANDUM

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

From: Timothy Howe, Director of Utilities

Through: Rick Cortes, Deputy City Manager

Subject: Resolution authorizing the City Manager to enter into a Professional Services Agreement between the City of Seguin and Guidepost Energy LLC related to Electric Demand Response Facilitation services

Date: February 3, 2026

Historical Background

ERCOT's Emergency Response Service (ERS) program was developed to allow electricity customers to voluntarily support grid reliability during emergency conditions. ERS enables participating customers to play an active role in grid reliability by reducing electricity use during extreme events, such as heat waves or winter storms. Customers enroll through contracts that specify response times and availability, and they are compensated for both readiness and performance. This approach allows ERCOT to rely on pre-arranged customer participation as an emergency tool, helping reduce the likelihood or severity of widespread power outages.

Guidepost Energy LLC provided a proposal to function as a Qualified Scheduling Entity (QSE) and facilitate the program for customers who elect to participate. This agreement establishes Guidepost as the QSE for the City of Seguin for all facilities who may elect to participate in ERCOT's ERS program

Action Requested

Authorize the City Manager to execute the Professional Services Agreement between the City of Seguin and Guidepost Energy LLC.

Procurement Methodology and Funding Source

The City solicited the proposed Professional Services Agreement based on recommendation from SEnergy, the City's long standing electric rate and electric system consultant.

Staff Recommendation

Staff recommends the agreement be executed with Guidepost Energy LLC.

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF SEGUIN AND GUIDEPOST ENERGY LLC, FOR SERVICES RELATED TO ERCOT’S DEMAND RESPONSE FACILITATION SERVICES; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Electric Reliability Council of Texas (ERCOT) developed the Emergency Response Service (ERS) program to allow electricity customers to voluntarily support grid reliability during emergency conditions, such as heat waves or winter storms; and

WHEREAS, the ERS program enables participating customers to play an active role in grid reliability by reducing electricity use during extreme events, helping to reduce the likelihood or severity of widespread power outages; and

WHEREAS, Guidepost Energy LLC has provided a proposal to function as a Qualified Scheduling Entity (QSE) to facilitate the program for City facilities that elect to participate; and

WHEREAS, the City solicited this Professional Services Agreement based on the recommendation of SEnergy, the City’s long-standing electric rate and electric system consultant; and

WHEREAS, City staff recommends entering into this agreement to establish Guidepost Energy LLC as the QSE for the City of Seguin for all facilities participating in the ERCOT ERS program.

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

Part 1. The City Council hereby authorizes the City Manager to execute a Professional Services Agreement between the City of Seguin and Guidepost Energy LLC for services related to ERCOT’s Demand Response Facilitation services, as well as any and all documents incidental to the ERS program.

Part 2. The Seguin City Council hereby finds that this Agreement is exempt from formal procurement pursuant to Section 252.022(a)(4) of the Texas Local Government Code.

Part 3. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this the ____ day of _____, 2026.

DONNA DODGEN, MAYOR

ATTEST:

Kristin Mueller
City Secretary

SERVICES AGREEMENT

This Services Agreement (together with all exhibits and Transaction Confirmations (and all exhibits thereto), entered hereunder and as amended, “**this Agreement**”) is effective as of January 20, 2026 (the “Effective Date”) and is entered by and between Guidepost Energy LLC, a Texas limited liability company (“**GUIDEPOST**”) and the City of Seguin, a Texas Home Rule Municipality (“**Customer**”). Customer and GUIDEPOST are at times referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Whereas, Customer owns and operates or otherwise controls the Customer Facility (and if Customer has elected on a TC for there to be more than one Customer Facility for which Guidepost is providing services, the Customer Facilities), and each Customer Facility has certain operational attributes and capabilities that may be consistent with certain Demand Side Management Programs or other market participation in the Electric Reliability Council of Texas (“ERCOT”) Region, which participation requires a Qualified Scheduling Entity; and

Whereas, GUIDEPOST is a Level IV Qualified Scheduling Entity (hereinafter “QSE”) in the ERCOT Region and provides certain Services of the sort described in this Agreement within the ERCOT Region; and

Whereas, each Customer Facility is located within the ERCOT Region and is eligible to participate in certain Demand Side Management Programs or other market participation, and GUIDEPOST has agreed to provide such Services as are expressly set forth in this Agreement to Customer for each Customer Facility subject to the terms and conditions set forth herein.

Now Therefore, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which is acknowledged, the Parties hereby mutually agree as follows:

Section 1.0 Designation and Appointment. Customer hereby designates and appoints GUIDEPOST to act as Customer’s QSE for each Customer Facility, and GUIDEPOST agrees to such appointment and designation to act as the QSE for each Customer Facility and as Customer’s exclusive provider of Demand Response Facilitation Services for each Customer Facility in accordance with the terms of this Agreement, and applicable Law.

Section 2.0 Standard of Care. GUIDEPOST shall perform the Services for Customer in accordance with (i) applicable Laws, (ii) to the extent not inconsistent with applicable Laws, this Agreement, (iii) Customer’s instructions to the extent not inconsistent with this Agreement and given to GUIDEPOST in accordance with this Agreement, and (iv) Good Industry Practice.

Section 3.0 Services. GUIDEPOST will perform the following Services for Customer:

3.1 Demand Response Facilitation Services.

3.1.1 The Demand Response Facilitation Services to be performed by GUIDEPOST shall include the services set forth in this Section 3.1.1 and in any mutually agreed TC for specific Demand Side Management Programs for a Customer Facility entered hereunder.

- (a) GUIDEPOST shall provide those QSE functions necessary for participation by each Customer Facility in the Demand Side Management Programs mutually agreed to by GUIDEPOST and Customer in a Transaction Confirmation, which is a separate instrument executed by the Parties pursuant to this Agreement, a form of which is attached hereto as Exhibit “A”.
- (b) GUIDEPOST shall serve as the primary contact for each Customer Facility with ERCOT on a 24 hour, 7 day a week basis.
- (c) If required, as directed by Customer, GUIDEPOST shall schedule outages for each applicable Customer Facility with ERCOT or any utility or Transmission/Distribution

Service Provider (“TDSP”) administering a Demand Side Management Program in which the applicable Customer Facility is participating.

- (d) GUIDEPOST will use commercially reasonable efforts to communicate to Customer via email, phone, and/or text any ERCOT directives, Dispatch Instructions and deployment messages for each Customer Facility, and will receive payments from ERCOT for each Customer Facility’s participation in any Demand Side Management Programs.
- (e) GUIDEPOST shall maintain complete and accurate records relating to the provision of the Demand Side Management Facilitation Services and will prepare a Settlement Statement and deliver the Settlement Statement to Customer in accordance with this Agreement.

3.1.2 If Customer and GUIDEPOST mutually agree to supplement the Demand Response Facilitation Services to be performed by GUIDEPOST with certain economic optimization initiatives, Customer and GUIDEPOST will agree to such initiatives and GUIDEPOST compensation related to such initiatives through the execution of a mutually agreed Transaction Confirmation for Economic Optimization Initiatives.

Section 4.0 Customer Duties.

4.1 In addition to other Customer obligations set forth in this Agreement, Customer shall have the following duties, the performance of which have a direct impact on provision of the Services by GUIDEPOST:

- (a) Unless the Parties agree otherwise in a TC, GUIDEPOST will fund the Telemetry installation and the costs expended by GUIDEPOST for such Telemetry and its installation shall be a Pass-Through Charge netted against Gross Market Revenue.
- (b) Customer shall operate each Customer Facility in accordance and compliance with Law and the applicable Demand Side Management Program(s).
- (c) Customer shall take steps with each Customer Facility to promote enrollment in and maintenance of eligibility for the Demand Side Management Programs, including without limitation promoting the obtainment of and maintenance of required licenses, certificates, permits, consents and authorizations.
- (d) Customer shall perform such acts necessary to prevent delays in GUIDEPOST’s provision of the Services and shall cooperate with GUIDEPOST in the performance of the Services including but not limited to by providing access to each Customer Facility and to employees and Telemetry necessary for Customer Facility’s participation in the agreed Demand Side Management Programs and GUIDEPOST’s performance of the Services.
- (e) In the event of an anticipated or actual operational constraint or change that impacts a Customer Facility or any Telemetry, Customer shall promptly notify GUIDEPOST by telephone and email of such anticipated or actual change or constraint.
- (f) Upon receipt of a Dispatch Instruction or a deployment message Customer shall operate the applicable Customer Facility to fulfill Customer’s Obligations, at all times in accordance with the applicable Program and applicable Law.

Section 5.0 Appointment of Customer Primary Contact. Customer agrees and acknowledges that GUIDEPOST’s performance of the Services requires the ability to communicate with Customer on a real time basis. Accordingly, Customer agrees to appoint a primary contact person (and/or one or more persons to be available during different hours of each day but in all instances providing for around the clock coverage) for each Customer Facility and to promptly advise GUIDEPOST in writing (email being sufficient) of any changes to the person(s) appointed or to the contact information. The primary contact person(s) appointed by Customer as of the Effective Date is:

City of Seguin – Utilities Department

Tim Howe, Director (or successor)
thowe@seguintexas.gov
(210) 863-5019

Section 6.0 Term. The term of this Agreement shall commence on the Effective Date and shall expire on January 1, 2028, unless terminated as otherwise provided herein, provided however that this Agreement shall continue to apply to all Transaction Confirmations until such Transaction Confirmations are completed or terminated, final settlement statements and invoices are issued and all amounts owed are paid in full; provided further that all obligations regarding indemnity, limitations of liability, confidentiality and all other provisions that by their nature survive termination, shall survive termination.

Section 7.0 Commencement. Upon execution of a Transaction Confirmation hereunder Customer and GUIDEPOST shall complete and submit necessary documentation and fulfill any other steps required by ERCOT, the Public Utility Commission of Texas ("PUCT), the utility or the TDSP, as applicable, in order to authorize GUIDEPOST to provide the Services set forth in this Agreement on Customer's behalf for each Customer Facility. GUIDEPOST's obligation to perform the Services for a Customer Facility shall not commence until the Commencement Date for that Customer Facility.

Section 8.0 Compliance with Laws; Dispatch Instructions and Accurate Information

8.1 Laws. Each Party agrees to abide by all applicable federal, state, and local Laws, including all directives of ERCOT or the PUCT.

8.2 ERCOT Dispatch Instructions. If GUIDEPOST communicates any ERCOT Dispatch Instruction to any Customer Facility, then Customer shall comply with such ERCOT Dispatch Instruction within the required time frame for that particular ERCOT Dispatch Instruction and shall be wholly responsible for any and all charges, penalties or action by ERCOT, the PUCT or any third party due to its failure to comply with an ERCOT Dispatch Instruction; provided however, if in the reasonable judgment of Customer, such compliance would violate or otherwise not be in compliance with applicable Laws, cause risk of bodily harm or damage to property or equipment, or create a threat to safety, Customer shall promptly communicate such reason to GUIDEPOST.

8.3 Incorrect or Incomplete Data. All data provided by Customer to GUIDEPOST for any submission to ERCOT, a utility, a TDSP or otherwise shall be (i) complete and correct in all respects; and (ii) provided to GUIDEPOST within the timeframe necessary to enable a timely submission by GUIDEPOST. Customer agrees to update incorrect or incomplete data as soon as Customer is aware that such data is incorrect or incomplete. Customer shall keep GUIDEPOST financially whole for any Pass-Through Charges or other costs incurred by GUIDEPOST resulting from incorrect, incomplete or untimely submission to ERCOT, a utility, or TDSP based upon such incorrect or incomplete data.

Section 9.0 Taxes. Customer shall be responsible for all Taxes arising out of or with respect to the Services or the transactions evidenced by this Agreement, but excluding all Taxes levied on GUIDEPOST's income, net income, and all franchise taxes levied on GUIDEPOST's corporate existence. Each Party hereby agrees to indemnify, release, defend and hold the other Party harmless from and against any and all liabilities for Taxes imposed or assessed by any taxing authority with respect to any Services provided under this Agreement that are the responsibility of such Party pursuant to the terms of this Agreement. Neither Party will be obligated to incur any financial burden to reduce Taxes for which the other Party is responsible.

Section 10.0 Indemnification and Limitations of Liability

10.1 Indemnification. Customer shall, to the extent permitted by law and except to the extent resulting from GUIDEPOST's gross negligence or willful misconduct, defend, protect, release, indemnify and hold harmless GUIDEPOST, its members, managers, officers and employees from, against and in respect of any and all liability, damages, costs, claims, losses, penalties, or causes of action, expenses of whatsoever kind or character including reasonable attorneys' fees and expenses related thereto, arising from or related to the operation of a Customer Facility, a Customer Facility's participation in Demand Side Management Programs, and any negligent actions made under this Agreement by Customer.

10.2 LIMITATION OF LIABILITY. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, LOST PROFIT, LOST OPPORTUNITY, OR BUSINESS INTERRUPTION FOR ANY CLAIM OR CAUSE OF ACTION RELATED TO THIS AGREEMENT, WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STATUTE, OR OTHERWISE.

Section 11.0 Settlement Statements; Billing and Payment

Section 11.1 Settlement Statements; Compensation.

11.1.1 Settlements; Netting. GUIDEPOST will administer all settlements related to each Customer's Facility with ERCOT and other third parties and will (a) credit Customer for Gross Market Revenue for the applicable period and (b) debit Customer for any Pass-Through Charges related to the Services. Customer expressly agrees it is responsible for all Pass-Through Charges and shall reimburse GUIDEPOST within five (5) Business Days of the date of a Settlement Statement for any Pass-Through Charge that is in excess of the Gross Market Revenue for the applicable period. All transactions under this Agreement shall be accounted for on the basis of the applicable settlement procedures set by the relevant administrator of the Demand Side Management Program (for example, for participation in ERS, the ERCOT settlement procedures will apply; for participation in a utility sponsored program, the utility settlement procedures shall apply). GUIDEPOST will endeavor to provide monthly settlement statements which detail (i) the Services, (ii) Gross Market Revenue, (iii) Pass-Through Charges, (iv) any other costs or Fees related to GUIDEPOST's Services as set forth in this Agreement, (v) a calculation of the Net Market Revenue, and (vi) what each Party owes or is owed as determined in accordance with this Agreement (each a "**Settlement Statement**").

11.1.2 Compensation for the Services. GUIDEPOST shall retain as to each Customer Facility, as compensation for its Services, a portion of the Net Market Revenue which portion shall be set forth in the applicable Transaction Confirmation associated with a particular Customer Facility and for a particular period of time.

Section 11.2 Billing and Payment. Payments due to either Party as set forth in the Settlement Statement (or invoice) shall be made by ACH or wire transfer to the account designated in writing by the Party owed the payment on or before the fifth (5th) day after the date of the Settlement Statement. Amounts that are not paid on or before the date when due shall incur interest at the Interest Rate calculated daily from the date the payment is due until payment is received; provided however, GUIDEPOST shall not in any event owe Interest on any payments not received by GUIDEPOST from ERCOT or another Demand Side Management Program administrator.

Section 11.3 Billing Disputes. If Customer reasonably believes that any portion of an invoice or Settlement Statement is inaccurate it may dispute the Settlement Statement or invoice by delivering GUIDEPOST a Dispute Notice, provided however, any payment amount reflected as owing to

GUIDEPOST shall be paid by Customer to GUIDEPOST. Once received by GUIDEPOST, GUIDEPOST will investigate and respond to all proper Dispute Notices within a commercially reasonable time, but no later than sixty (60) days from its receipt of the Dispute Notice. If the Customer does not dispute an invoice or Settlement Statement in writing within one (1) year of receipt of the invoice or Settlement Statement, Customer shall have no right to dispute the invoice or Settlement Statement and Customer waives any such right it may have to dispute such invoice or Settlement Statement.

Section 11.4 Replacement Costs. In all events where Customer has an Obligation and fails to fulfill that Obligation, regardless of the cause (excepting causes of Force Majeure), GUIDEPOST shall have the right but not the obligation to replace the Energy, Capacity or other product that Customer fails to provide and the cost of the replacement product (“Replacement Cost”), without mark-up, will be a Pass-Through Charge and netted against Gross Market Revenue for the applicable period. If Gross Market Revenue is not sufficient to satisfy the Replacement Cost and/or the Ancillary Service Imbalance Charges, then GUIDEPOST will invoice Customer and Customer shall satisfy the invoice within thirty (30) days. If GUIDEPOST does not replace the product (for whatever reason) Customer agrees that Customer shall not be responsible to GUIDEPOST and/or any third party (as applicable) for any resulting Pass-Through Charges. Customer reserves the right to review the calculation of Pass-Through Charges and may request GUIDEPOST provide reasonable documentation to support such Pass-Through Charges.

Section 11.5 ERCOT True-Up. Customer acknowledges and understands that for ERCOT administered Demand Side Management Programs GUIDEPOST relies upon ERCOT settlement statements which are issued in accordance with the ERCOT settlement process as set forth in the ERCOT Protocols, which allows that ERCOT revises and restates settlement statements and therefore no invoice or Settlement Statement issued by GUIDEPOST that includes Gross Market Revenue related to Customer Facility’s participation in ERCOT administered Demand Side Management Programs is final unless and until ERCOT issues a final settlement statement and determines that no further restatement or resettlement will occur. Accordingly, GUIDEPOST will include revisions, corrections, restatements related to prior monthly Settlement Statements in each monthly Settlement Statement as they arise out of the ERCOT settlement process. Customer understands that these revisions and restatements may result in Customer receiving more or less revenue than was previously invoiced by GUIDEPOST and any outstanding amounts will be due to Guidepost within thirty (30) days.

Section 11.6 Invoices After Termination of Agreement. After any Transaction Confirmation is terminated or expires and after the Services Agreement terminates and is expired, in the event that GUIDEPOST receives statements, invoices, or resettlements related to the Customer Facility then GUIDEPOST shall invoice Customer in accordance therewith. For any such post-termination invoice received by Customer, Customer shall pay GUIDEPOST within thirty (30) days of receipt of the invoice. This Section shall survive termination of this Agreement until all payments between the Parties have been resolved.

Section 11.7 Set-Off. Customer authorizes GUIDEPOST to Set-Off any Gross Market Revenue received by GUIDEPOST against and in satisfaction of any amount payable by Customer pursuant to this Agreement.

Section 12.0 Force Majeure

12.1 Force Majeure. Notwithstanding any other provision of this Agreement, if a Party is unable to carry out any duty under this Agreement or Customer is unable to fulfill its Obligations due to an event of Force Majeure (“FM Claiming Party”), this Agreement will remain in effect but such duty will be suspended for the duration of the Force Majeure, provided: (a) the FM Claiming Party notifies the other

Party (“**Non-Affected Party**”) as soon as possible in writing of the particulars of the Force Majeure and (b) suspension of performance is of no greater scope and duration than required by the Force Majeure. Notwithstanding the above, Force Majeure will not (i) extend the timeframe in which the Parties must pay amounts owing hereunder, (ii) relieve the Parties’ obligation to pay for amounts owing prior to the Force Majeure or (iii) relieve Customer of its obligation to pay Pass-Through Charges. For the avoidance of doubt, the performance of Customer’s duties under this Agreement may be excused due to Force Majeure but such excuse in no way alleviates Customer’s Obligations and therefore Customer shall remain wholly liable for Pass-Through Charges throughout the occurrence of a Force Majeure. Promptly following any Force Majeure, the FM Claiming Party shall provide the Non-Affected Party with a written report specifying the cause of the Force Majeure and upon the Non-Affected Party’s request the FM Claiming Party will provide to the Non-Affected Party all third-party analyses, documentation or other reports substantiating the determination of any Force Majeure.

Section 13.0 Event of Default; Remedies

13.1 Event of Default. An “**Event of Default**” shall mean, with respect to a Party (a “**Defaulting Party**”), the occurrence of any of the following: (a) failure by a Party to make, when due, any payment required under this Agreement, (b) any representation or warranty made by a Party proves to be false or misleading in any material respect when made the effects of which could reasonably be expected to materially adversely affect the Non-Defaulting Party, (c) the failure by a Party to perform any material obligation/duty set forth in this Agreement which is not cured within thirty (30) days after written notice thereof, or (d) a Party (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise commences, authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar Laws for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed within twenty Business Days after such filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts as they fall due.

13.2 Remedies upon Event of Default. Upon an Event of Default, the Non-Defaulting Party may, in its discretion, terminate this Agreement, the applicable Transaction Confirmation to which the Event of Default relates, or any of the Services provided in accordance with this Agreement (keeping the Agreement in place as to the other Services or as to the other Transaction Confirmations if the Non-Defaulting Party so elects) and pursue all remedies available under Law. Notwithstanding the foregoing, should Customer default in its obligations under this Agreement, GUIDEPOST may suspend performance and take such actions as may be necessary in GUIDEPOST’s reasonable judgment to discontinue its status as the QSE of record for any Customer Facility. Customer agrees to promptly and fully cooperate in the filing and submission of any documentation as may be required by ERCOT or other third parties in order to terminate GUIDEPOST’s representation of Customer, and/or any Customer Facility if GUIDEPOST terminates in accordance with this provision. Additionally, if GUIDEPOST terminates this Agreement or any of the Services or a Transaction Confirmation(s) for Customer’s Event of Default GUIDEPOST may in its sole discretion (but is not obligated to) take commercially reasonable actions to mitigate or otherwise avoid any potential costs, expenses, penalties, fines, charges, and other liabilities that it may incur to a third party or to ERCOT as a result of or in connection with any failure to satisfy any Capacity or other Obligations with respect to any Customer Facility, and Customer shall keep GUIDEPOST financially whole for any costs related to such mitigation efforts and shall do so within five (5) days of the date of any such invoice for such costs.

Section 14.0 Representations and Warranties

14.1 Representations and Warranties. As a material inducement to entering into this Agreement, and in addition to the other representation and warranties set forth in this Agreement, on the Effective Date, and on the date of each Transaction Confirmation entered hereunder, each Party represents and warrants to the other Party as follows: (a) it is duly organized, validly existing, and in good standing under the

laws of the jurisdiction of its formation; (b) it has, or reasonably expects to obtain, all regulatory authorizations necessary for it to legally perform its obligations under this Agreement prior to the date that each such obligation is required to be performed; (c) the execution, delivery, and performance of this Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party, or any law, rule, regulation, order, or the like applicable to it; (d) this Agreement has been duly authorized by and validly executed and delivered on behalf of such Party, and constitutes the legal, valid and binding obligation of such Party enforceable against it according to its terms except as the enforceability of this Agreement may be limited by: (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general principles of equity whether considered in a proceeding in equity or at law; (e) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt; (f) there are no pending legal proceedings or, to its knowledge, any threatened against it or any of its Affiliates that could materially adversely affect its ability to perform its obligations under this Agreement; (g) it is acting for its own account, has read this Agreement, has made its own independent decision to enter into this Agreement as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions, and risks of this Agreement.

14.2 GUIDEPOST DISCLAIMER OF WARRANTIES; NO GUARANTEED RESULTS. GUIDEPOST MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SERVICES OR ANY ACTIVITY UNDERTAKEN PURSUANT TO THIS AGREEMENT. GUIDEPOST DOES NOT GUARANTEE ANY PARTICULAR LEVEL OF PERFORMANCE OR SUCCESS WITH RESPECT TO THE RESULTS THAT CUSTOMER MAY EXPECT TO ATTAIN UNDER THIS AGREEMENT OR WITH RESPECT TO THE PARTICIPATION OF ANY CUSTOMER FACILITY IN ANY PROGRAM OR WITH RESPECT TO ANY OPPORTUNITY THAT MAY ARISE OR PRESENT ITSELF UNDER OR RELATED TO THE PROGRAMS, THE SERVICES OR OTHERWISE.

Section 15.0 Relationship of the Parties; No Fiduciary Relationship. Customer acknowledges and agrees that the Parties have not, and do not by entering into this Agreement, enter into any partnership, joint venture or agency relationship. Customer further acknowledges and agrees that GUIDEPOST does not owe a fiduciary duty or similar standard of care or obligation to Customer or any Customer Facility, and the only duties owed by GUIDEPOST to Customer are as expressly provided in this Agreement. GUIDEPOST's Services are not exclusive to Customer and GUIDEPOST does and will continue to provide the same or similar services as it provides to Customer to other customers and executes transactions similar to those that may be executed under this Agreement for the account of third parties. Nothing shall be construed to require GUIDEPOST to favor the interests of Customer over its own interests or the interests of other customers or third parties. Additionally, nothing in this Agreement obligates Guidepost to enter into a particular Transaction Confirmation

Section 16.0 Miscellaneous

16.1 Amendment. Except to the extent otherwise provided herein, no amendment or modification to this Agreement shall be enforceable unless agreed upon in writing and executed by both Parties.

16.2 Notice. All notices, requests, and demands to or upon the respective Parties hereto to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made (a) in the case of delivery by hand or by a nationally recognized overnight courier service, when delivered, or (b) in the case of delivery by e-mail transmission, when sent and receipt has been

electronically confirmed, addressed as follows, or to such other address as may be hereafter notified by the respective Parties hereto.

If to GUIDEPOST:

Robert Douglas
2700 Technology Forest Blvd. Suite 200
The Woodlands, TX 77381
operations@GUIDEPOSTEnergy.com

If to Customer:

City of Seguin
Attn: City Manager
205 N. River St.
Seguin, TX 78155

Account Information for Electronic Payment will be provided after execution of this Agreement via Certified Mail.

All operational notices must be made in writing (including electronically) to the following addresses, except that such notices may be made in person, by telephone, or by email preceded by a telephone call providing notice that the email is coming, if such notices are: (i) notices and other communications between GUIDEPOST and Customer (and/or such Party's agent, if applicable); and (ii) notices during an emergency or other unforeseen event:

If to GUIDEPOST: operations@GUIDEPOSTEnergy.com

If to QSE Operations: (408) 375-0865

Notwithstanding the foregoing, all Customer notices related to disputes, breaches, Events of Default, terminations or Force Majeure events must also be delivered to GUIDEPOST's counsel by hand, by certified mail return receipt requested, by first class mail or express carrier, or by email with confirmation of receipt (including by receipt of confirmatory electronic mail from the recipient) to the addresses provided below:

The Mussalli Law Firm
24 Waterway Avenue, Suite 830
The Woodlands, Texas 77380
Attn: Amanda Mussalli
Email: amanda@mussallilaw.com

16.3 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of GUIDEPOST and Customer and their respective successors and permitted assigns.

16.4 Assignment. Neither Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

16.5 Entire Agreement. Any exhibits, schedules or appendices attached to this Agreement are incorporated into this Agreement and are part of this Agreement. This Agreement represents the Parties' final and mutual understanding with respect to its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral related to the matters addressed herein. No representations, inducements, promises, or agreements, oral or otherwise, that involve or relate to the

subject matter of this Agreement have been relied upon or made by any Party, or anyone on behalf of a Party, that are not fully expressed in this Agreement.

16.6 No Waiver. No breach or provision of this Agreement shall be deemed waived, modified, or excused by a Party unless such waiver or modification is in writing and signed by an authorized officer of such Party. The failure by or delay of either Party in enforcing or exercising any of its rights under this Agreement shall (i) not be deemed a waiver, modification, or excuse of such right **or of any breach** of the same or different provision of this Agreement, and (ii) not prevent a subsequent enforcement or exercise of such right.

16.7 Headings. Titles and headings of paragraphs and sections within this Agreement are provided merely for convenience and shall not be used or relied upon in construing this Agreement or the Parties' intentions with respect thereto.

16.8 Severability. In the event that any of the provisions, or portions or applications thereof, of this Agreement are finally held to be unenforceable or invalid by any court of competent jurisdiction, that determination shall not affect the enforceability or validity of the remaining portions of this Agreement, and this Agreement shall continue in full force and effect as if it had been executed without the invalid provision; provided, however, if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason thereof, the Parties shall promptly enter into negotiations to replace the unenforceable or invalid provision with a valid and enforceable provision that preserves the original intent of the Parties. If the Parties are not able to reach an agreement as the result of such negotiations within fourteen (14) days, either Party shall have the right to terminate this Agreement, without liability for such early termination, upon ten (10) days written notice.

16.9 Choice of Law; Jury Waiver. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas without giving effect to laws and rules governing conflicts of laws. **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

16.10 Further Assurances. Each Party agrees that during the term of this Agreement it will take such actions, provide such documents, do such things and provide such further assurances as may reasonably be requested by the other Party to permit performance of this Agreement.

16.11 Change in Law. In the event that there is a change in Law, and such change (a) causes or results in GUIDEPOST incurring increased capital, operating or other costs in connection with the commitments undertaken with Customer under this Agreement or (b) causes a Customer Facility to be prohibited from a Demand Side Management Program in which it is enrolled or the Parties plan to enroll, or (c) has a material adverse effect on GUIDEPOST's rights or ability to perform its obligations under this Agreement, then GUIDEPOST may require Customer meet as soon as practicable for the purpose of negotiating in good faith such amendments to this Agreement or the Terms and Conditions as are necessary to fulfill the purposes of this Agreement and to give effect to the original intentions of the Parties regarding the appropriate allocation of benefits and burdens of, and/or responsibilities of the Parties under, this Agreement, as negotiated and agreed herein. If the Parties cannot reach agreement within thirty (30) days then the affected Party may (i) comply with the Change in Law, including being

responsible for such costs or (ii) terminate this Agreement, the applicable Services, or the applicable Transaction Confirmation(s), without further liability.

16.12 Confidentiality. Neither Party shall disclose, unless authorized in writing by the other Party the terms of this Agreement, including the fees paid, or the methods or know-how of GUIDEPOST as related to the Services to a third party (other than a Party's lenders, attorneys, accountants or consultants who have a need to know and have an obligation to keep such information confidential) except in order to comply with any applicable Laws; provided that a Party shall notify the other Party of any proceeding of which it is aware of that may result in non-routine disclosure. This confidentiality provision shall not apply to (a) information in the public domain, (b) information that was known by a Party prior to obtaining such information from the other Party, (c) information obtained by a Party from a third party who did not, directly or indirectly, receive the information from the other Party to this Agreement or form a Person who was under an obligation of confidentiality to the other Party or (d) information developed by either Party independent of any confidential information.

16.13 Interpretation. In this Agreement, unless otherwise stated: (a) Any references to (i) any agreement or document or a portion or provision thereof will be construed as a reference to same as amended, supplemented or otherwise modified from time to time; (ii) any Person will include that Person's successors and permitted assigns; (iii) any Governmental Authority will be construed as including a reference to any Governmental Authority succeeding to all or a portion of its respective functions and capacities; (iv) "herein," "hereafter," "hereunder" and similar words will be construed as a reference to this Agreement as a whole and not to any particular portion or provision of this Agreement; and (v) a particular Article, Section or Exhibit will be a reference to the relevant Article or Section of, or Exhibit to, this Agreement; and (b) Words in the singular may be interpreted as referring to the plural and vice versa, and words denoting natural persons may be interpreted as referring to other types of Persons and vice versa; (c) Whenever this Agreement refers to a number of days, such number will refer to the number of calendar days unless Business Days are specified. A requirement that a payment be made (or an obligation be performed or a requirement be satisfied) on or by a day that is not a Business Day will be construed as a requirement that the payment be made (or obligation be performed or requirement be satisfied) on or by the next following Business Day; (d) The words "include," "includes" and "including" are to be construed as being at all times followed by the words "without limitation." (e) Capitalized terms not otherwise defined herein shall have the meaning defined in the ERCOT Protocols. (f) Words that have well known and generally accepted technical or trade meanings are used herein in accordance with such well known and generally accepted meanings; (vii) Unless otherwise expressly provided times are in Central Prevailing Time.

Section 17.0 Definitions

17.1 Definitions. For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below. All other capitalized terms used in this Agreement, but not otherwise defined, shall have the meaning given such term in the following, listed in order of priority: (1) the ERCOT Protocols; (2) the Texas Public Utility Regulatory Act ("PURA"); and (3) Public Utility Commission of Texas ("PUCT") Substantive Rules.

"**Affiliate**" means with respect to either Party, any entity directly or indirectly controlled by or under common control with such Party. For purposes of this definition, "control" means the direct or indirect ownership of fifty-percent (50%) or more of the outstanding company stock or equity interest.

"**Agreement**" has the meaning given such term in the preamble.

"**Ancillary Services**" means those services specified from time to time as "Ancillary Services" in the ERCOT Protocols including but not limited to Emergency Response Service ("ERS"), Responsive Reserve Service ("RRS"), Reg-Up and Reg-Down, Fast Responsive Reserve Services ("FRRS"), ERCOT Contingency Reserve Service ("ECRS").

“**Ancillary Service Imbalance Charges**” means those charges generated when a Load Resource’s telemetered Load is less than the Ancillary service Resource Responsibility and there is an ORDC adder, and charged during an LR curtailment.

“**Ancillary Service Offer**” means an offer to supply Ancillary Service capacity in the Day-Ahead Market (DAM) or a Supplemental Ancillary Service Market (SASM).

“**Ancillary Service Resource Responsibility**” means the MW of an Ancillary Service that the Load Resource is obligated to provide in Real-Time rounded to the nearest MW.

“**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. in Houston, Texas.

“**Capacity**” means the Ancillary Service, ERS or other Demand Side Management Program specific capacity of the Customer Facility expressed in MW.

“**Central Prevailing Time**” or “**CPT**” means standard time or daylight savings time, as applicable to the central time zone.

“**Commencement Date**” means as to a Customer Facility the later of (i) the Effective Date or (ii) the date on which compliance with all of the requirements set forth in Section 3 have been fulfilled.

“**Current Operating Plan**” or “**COP**” has the meaning given such term in the ERCOT Protocols.

“**Customer Facility**” or “**Facility**” means an electric generating facility or Load that is within the ERCOT Region and owned or operated by Customer, or of which Customer has rights to affect the operation of an which is qualified to provide Energy and/or Ancillary Services in the ERCOT Region, and is identified (including by an associated ESI ID) in a Transaction Confirmation.

“**Defaulting Party**” has the meaning given such term in Section 13.

“**Demand Response Facilitation Services**” has the meaning given such term in this Agreement.

“**Demand Side Management Programs**” or “**Programs**” means collectively those programs offered by ERCOT, certain utilities, TDSPs or in conjunction with a retail energy provider that allow for customers that have the ability to reduce or modify Energy usage in response to instructions or signals, acting through a QSE, to offer their loads directly into the market or indirectly by voluntarily reducing Energy usage in response to wholesale prices in exchange for a monetary incentive. Such programs include but are not limited to ERS, Load Resource provision of Ancillary Service and/or Energy, voluntary load sales, economic energy dispatch. When referred individually, each a “Program” or “Demand Side Management Program.”

“**Dispatch Instruction**” means a specific command issued by ERCOT or a utility or TDSP or if applicable a REP to GUIDEPOST as QSE.

“**Dispute Notice**” means a notice provided by Customer to GUIDEPOST notifying GUIDEPOST that Customer is disputing an amount set forth in a Settlement Statement or Invoice and which contains sufficient detail such that GUIDEPOST can understand (i) which portion of the Invoice or Settlement Statement is being disputed; (ii) which Invoice or Settlement Statement is being disputed; (iii) the amount the Customer alleges is properly due; and (iv) such other information Customer reasonably believes it needs to access in order to determine the amount it alleges to be properly due under the Invoice or Settlement Statement.

“**Effective Date**” has the meaning given such term in the preamble of this Agreement.

“**Energy**” means three-phase, 60-cycle alternating current electric energy, expressed in megawatt hours.

“**ERCOT**” means the Electric Reliability Council of Texas (“ERCOT”), or any successor thereto.

“**ERCOT Protocols**” means the rules, protocols, procedures, and standards from time to time promulgated by ERCOT and with respect to which participants in the ERCOT market are required to comply, including the ERCOT Nodal Protocols and the associated “market guides”, “business practice manuals”, and “other binding documents”.

“**ERCOT Region**” means the geographic region within the State of Texas administered by ERCOT.

“**ESI ID**” means an electric service identifier assigned by ERCOT to the electricity delivery point for the applicable Customer Facility.

“**Event of Default**” has the meaning given such term in Section 13.

“**Fees**” means fees, if any, to be paid by Customer to GUIDEPOST as set forth in this Agreement that are in addition to GUIDEPOST’s retention of its share of Net Market Revenue and collection of Pass-Through Charges.

“**Force Majeure**” means, an event or condition that meets each of the following conditions: (a) is not attributable to the fault or negligence of the affected Party, (b) is caused by factors beyond that Party’s reasonable control, and (c) was not reasonably anticipated by the affected Party despite the exercise of reasonable diligence, and (d) the Party was or has been, as applicable, unable to prevent, avoid, or overcome the event, condition, or consequences thereof despite the exercise of commercially reasonable efforts. Force Majeure events may include, to the extent consistent with the foregoing requirements: i. explosion, sabotage, vandalism, or destruction by a third party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement; ii. war, riot, terrorism, insurrection, national emergency, acts of a public enemy, or other similar civil disturbance; iii. floods, earthquakes, hurricanes, tornadoes, lightning, drought, fires (including wildfires), hailstorms, blizzards, ice storms, substantial snowfall, and other similar natural occurrences; iv. action or inaction by any Governmental Authority (as limited below); v. strike, walkout, lockout, or other significant labor dispute (other than a labor dispute targeted specifically at the affected Party or any Person acting on behalf of or at the direction of the affected Party); and vi. pandemics and epidemics. Notwithstanding the foregoing, Force Majeure does not include, and may not be based on, the following events or conditions: a. economic hardship of either Party; b. breakage or failure of equipment, other than as a result of Force Majeure; c. any action or inaction of a Governmental Authority, including the failure of a Governmental Authority to issue a permit or take other affirmative actions as of the time anticipated or required, unless such action or inaction is caused by, or is taken to address circumstances related to, an event of Force Majeure or represents a failure by such Governmental Authority to adhere to applicable Law; d. unless caused by an event of Force Majeure, any event or circumstance that occurs at or with respect to the Facility; or e. any Change in Law.

“**Good Industry Practice**” means at the time of performance by the relevant Party, the generally accepted practices, methods standards and acts which are commonly used by other entities and people performing the same or similar tasks and services for facilities similar to the applicable Customer Facility, and which, in the exercise of commercially reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result. Good Industry Practice is not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to include the spectrum of possible practices, methods, standards and acts generally acceptable in the region in light of the circumstance.

“**Governmental Authority**” means any international, federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or any judicial, regulatory, or administrative body having jurisdiction over the Parties, the applicable Customer Facility, this Agreement, including without limitation the PUCT, FERC, CFTC, ERCOT, and NERC.

“**Gross Market Revenue**” all revenue actually received by GUIDEPOST from ERCOT or an applicable third party for Customer Facility’s participation in a Demand Side Management Program, as determined by the Program administrator’s statement and in accordance with the Program administrator’s Program rules as those rules may be amended from time to time, as available.

“**Interest Rate**” means the lesser of (i) the per annum rate of interest equal to the Prime Rate as may from time to time be published in the Wall Street Journal under “Money Rates” on such day (or if not published on such day, on the most recent preceding day on which published), plus two percent (2%) or (ii) the maximum rate permitted by law.

“**Law**” means all: (a) statutes, laws, ordinances, rules, regulations, tariffs, codes, judgments, decrees, injunctions, writs and orders of any Governmental Authority; and (b) Regulatory Requirements.

“**Load**” means the amount of Energy in MWh delivered to Customer’s Facility.

“**Load Resource**” or “**LR**” means a Load capable of providing Ancillary Service to the ERCOT system and/or energy in the form of demand response and registered with ERCOT as a Load Resource.

“**MW**” means mega-watt.

“**MWh**” means mega-watt hour(s).

“**Net Market Revenue**” means Gross Market Revenue less (i) all Pass-Through Charges and (ii) all GUIDEPOST costs and Fees.

“**Non-Defaulting Party**” has the meaning given such term in Section 10.

“**Obligation**” means Customer’s commitment to provide a product to ERCOT or a third party, including but not limited to Capacity or Energy.

“**Party**” or “**Parties**” has the meaning give such term in the preamble of this Agreement.

“**Pass-Through Charges**” means all actual costs that are incurred by GUIDEPOST for or related to the Customer Facility and/or QSE settlement (with ERCOT and/or any third party) for any Energy, Capacity or other product that is applicable to the Services including, but not limited to Load Resource imbalance charges other imbalance charges; ORDC; PUCT fees; ERCOT charges and fees; charges, fees, assessments, adders, or surcharges imposed or authorized by any Governmental Authority whether collected by ERCOT, a Governmental Authority, the PUCT or otherwise for or related to Demand Side Management Programs, renewable energy programs, weather events, Energy, Ancillary Services or other products related to grid reliability, rate recovery, payback of under collections or shortfalls; Replacement Costs; Ancillary Service Imbalance Charges; Telemetry and installation of Telemetry; and/or all other charges or fees related to a Customer Facility that apply at the time that the Services are provided by GUIDEPOST hereunder or after.

“**Person**” means an individual, corporation, limited liability company, voluntary association, joint stock company, business trust, partnership, Governmental Authority or other entity.

“**QSE**” or “**Qualified Scheduling Entity**” has the same meaning as defined in the ERCOT Protocols, as such definition shall be amended from time to time.

“**QSE Services**” has the meaning give such term in this Agreement.

“**Regulatory Requirements**” means the ERCOT Protocols, the PUCT Substantive Rules, other current laws, regulations, rules and legal requirements applicable to the Services and obligations under this Agreement, including but not limited to the rules of the specific applicable Demand Side Management Programs in which Customer Facility or Customer resources are enrolled.

“**Replacement Cost**” has the meaning set forth in Section 11.4.

“**Services**” means collectively those services to be provided by GUIDEPOST to Customer which may include “QSE Services,” “Demand Response Facilitation Services,” and/or “Economic Optimization Services” or other services when set forth in this Agreement.

“**Services Agreement**” means this master agreement pursuant to which Customer appoints GUIDEPOST as the QSE for each Customer Facility and selects other services to be performed by GUIDEPOST and under which the Parties may enter Transaction Confirmations.

“**Set-Off**” means without limitation, offset, combination of accounts, application of credits or amounts to which GUIDEPOST is entitled to credit hereunder, application of agreed discounts, netting, right of retention or withholding

or application of comparable right or requirement to which GUIDEPOST is entitled or subject to (whether arising under this Agreement, other agreements, applicable Law or otherwise) that is exercised by GUIDEPOST having such right, or is imposed on Customer.

“**Taxes**” means any and all sales, use, gross receipts, ad valorem, franchise, excise, or any other taxes or similar charges or impositions imposed by any Governmental Authority on, or with respect to any transaction, product or the Services described in this Agreement, but specifically excluding income taxes imposed on a respective Party.

“**TDSP**” means a transmission and/or distribution provider under the jurisdiction of the PUCT that owns and maintains a transmission or distribution system for the delivery of Energy to a Customer Facility.

“**Telemetry**” means all equipment installed at a Customer Facility necessary for the transmission of real-time operational information from such Customer Facility to GUIDEPOST.

“**Transaction Confirmation**” means a separate executed written agreement called a “Transaction Confirmation” or “Confirmation” related to a particular Customer Facility and Program or additional services, that references the Services Agreement and is entered between the Parties and is incorporated into and made a part of the Services Agreement.

[signature page to follow]

[CUSTOMER]

GUIDEPOST ENERGY LLC

By: _____

By:  _____

Name: _____

Name: Matthew Adams _____

Title: _____

Title: Manager _____

Signature page to Services Agreement



It's real.

Memorandum

To: Mayor and City Council Members
Steve Parker, City Manager
From: Randy Kell, Director of Facilities
Through: Rick Cortes, Deputy City Manager
Subject: Resolution authorizing the City Manager to enter into an agreement with Estacado Construction for the interior refresh of the Public Works Warehouse Offices; and declaring an effective date
Date: 1/22/2026

Historical Background

The Public Works Department is currently housed in a metal barn adjacent to the rodeo arena and shares this space with the Parks Department. Within the Public Works Warehouse, there are eight existing offices that are largely unused, with only two currently serving as storage rooms. We propose renovating the interior of these offices and relocating the Public Works Department into the warehouse. The project would also include construction of a dedicated director's office and expansion of the IT room. Relocating Public Works would free up additional space for the Parks Department within the existing building on a temporary basis, until a future facility can be constructed.

Action Requested

Consider a resolution authorizing City Manager to enter into an agreement with Estacado Construction for the interior refresh of the Public Works Warehouse Offices.

Procurement Methodology & Funding Source

This project was advertised and open to the public for competitive bidding, and five proposals were received. Estacado Construction submitted a proposal in the amount of \$133,498.00 to complete the office updates in the Public Works Warehouse. It is recommended that the Facility Director be authorized to expend up to \$153,523.00, which includes a 15% contingency to address unforeseen conditions or additional necessary work.

Funding for this project will come from account FM23M&OCENTER which was approved as a capital project in budget year 2022-2023.

Staff Recommendation

It is recommended the proposal be approved with the additional contingency, not to exceed \$153,523.

ATTACHMENTS

- 1. Resolution – Authorization allowing the City Manager to enter into an agreement with Estacado Construction for the interior refresh of the Public Works Warehouse Offices
2. Bid Tab AF-2026-21

Facilities

3. Estacado Construction Proposal 1151.



It's real.

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ESTACADO CONSTRUCTION FOR THE INTERIOR REFRESH OF THE PUBLIC WORKS WAREHOUSE OFFICES; PROVIDING FOR A CONTINGENCY; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City of Seguin desires to renovate and refresh the interior offices located within the Public Works Warehouse in order to improve functionality and accommodate relocation of the Public Works Department; and

WHEREAS, the project includes renovation of existing office space, construction of a dedicated director’s office, and expansion of the IT room; and

WHEREAS, the City advertised the project for competitive bidding and received five (5) proposals; and

WHEREAS, Estacado Construction submitted the lowest responsible bid in the amount of **\$133,498.00** for completion of the interior refresh of the Public Works Warehouse Offices; and

WHEREAS, City staff recommends approval of the agreement with Estacado Construction, with authorization to include a contingency not to exceed fifteen percent (15%) for unforeseen conditions, for a total project amount not to exceed **\$153,523.00**; and

WHEREAS, funding for this project is available from account **FM23M&OCENTER**, which was approved as a capital project in the FY 2022–2023 budget;

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

Section 1. The City Manager is hereby authorized to enter into an agreement with **Estacado Construction** for the interior refresh of the Public Works Warehouse Offices in an amount of **\$133,498.00**, with authorization to expend up to **\$153,523.00**, including a 15% contingency, subject to final contract terms approved by the City Attorney.

Section 2. The City Manager is further authorized to execute all necessary documents and take all actions necessary to carry out the intent of this Resolution.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED THIS 3rd DAY OF FEBRUARY 2026.

ATTEST:

DONNA DODGEN
MAYOR

Kristin Mueller, City Secretary



Kadari Johnson

Project Executive

3 Years at EC **6** Years of Industry Experience

Phone
(210)-995-0362

Email
kjohnson@estacado.construction

Certifications

University of Texas at San Antonio
M.S. Kinesiology
OSHA 30 Certified

About

Kadari has extensive experience managing and executing successful Job Order Contracting (JOC) projects. He oversees all aspects of project delivery, scheduling, and subcontractor coordination. His hands on leadership and industry experience of Higher Education processes ensure projects are completed efficiently and to the highest standards.

Project Experience

- \$2.2M | UTSA Chisholm Hall Dorm Renovations
- \$1.7M | Magnolia Pancake Haus
- \$1.4M | Alamo College Visual Arts
- \$600K | TSTC Mechanical & Electrical Infrastructure
- \$600K | UTSA Starbucks



Myles Benning

Director of Project Controls

3 Years at EC **4** Years of Industry Experience

Phone
(214)-469-8130

Email
mbenning@estacado.construction

Certifications

University of Texas at San Antonio
M.S. and B.S Finance
OSHA 30 Certified

About

Myles oversees all financial, compliance, and administrative functions that support successful project delivery. With deep expertise in construction accounting, insurance, and certification management, he ensures every project remains fiscally sound, contractually compliant, and audit ready. He also has years of field experience leading Healthcare projects, which contribute directly to our overall project success.

Project Experience

- \$1.1M | SA Zoo Fence Renovation
- \$575K | UH 6th Floor Staff Restrooms
- \$345K | UH Employee Health Clinic
- \$252K | UH Acute Physical Therapy Clinic



Chad Smith

Operations Manager

2 Years at EC **5** Years of Industry Experience

Phone
(210)-585-6836

Email
csmith@estacado.construction

Certifications

St. Phillip's College
A.A.S. Collision and Refinishing Technology
OSHA 30 Certified

About

Chad oversees daily field operations across all active projects, ensuring alignment between site activities, project goals, and client expectations. With over five years of experience running commercial Development and Industrial projects, he plays a critical role in coordinating field personnel, maintaining schedule adherence, and supporting quality execution. Chad also monitors site conditions throughout the project lifecycle, helping ensure safety, cleanliness, and operational efficiency.

Project Experience

- \$1.1M | Dalkia Energy Solutions
- \$449K | Bracken Creek Facilities
- \$362K | Poss Road Plaza
- \$155K | Centergate Improvements



Miguel Gomez

Senior Superintendent

1 Years at EC

41 Years of Industry Experience

Phone
(210)-387-9719

Email
mgomez@estacado.construction

Certifications

OSHA 30 Certified
Carpenters Local Union 518

About

With over 40 years of construction experience, Miguel provides on-site leadership that ensures every scope of work is executed correctly and efficiently. He oversees all subcontractor activities and personally trains new field staff to uphold the high standards he's known for. Miguel's deep expertise and experience leading multi-million dollar projects make him a cornerstone of quality and consistency on every project.

Project Experience

- \$5.4M | Boys and Girls Club West Side
- \$2.2M | UTSA Chisholm Hall Dorm Renovations
- \$1.4M | Alamo College Visual Arts
- \$600K | UTSA Starbucks



Hector Leyva

Assistant Superintendent

1 Years at EC

2 Years of Industry Experience

Phone
(210)-480-4098

Email
hleyva@estacado.construction

Certifications

OSHA 30 Certified

About

Hector supports field operations and has helped lead major renovation projects across the San Antonio area. He actively manages site conditions throughout the life of the project, ensuring safety, cleanliness, and efficiency. Known for his quick learning and problem-solving mindset, Hector consistently adds value by resolving field challenges and supporting smooth project execution.

Project Experience

- \$1.1M | Dalkia Energy Solutions
- \$416K | Victory Lane Oil Change
- \$362K | Poss Business Park
- \$230K | Jackwood Industrial

STATEMENT OF RELEVANT EXPERIENCE ON SIMILAR PROJECTS

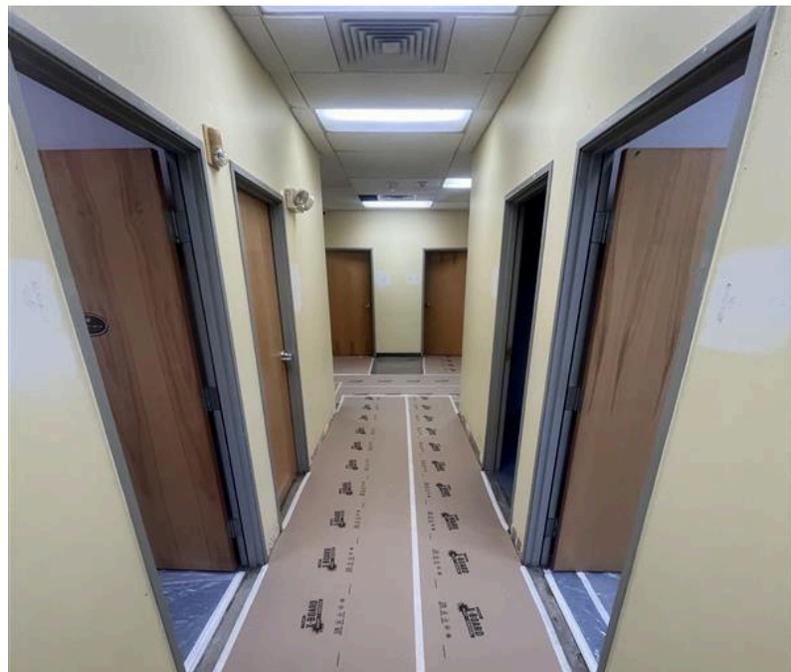
Unified Strength Through Individual Experience

The team we are proposing for the City of Seguin's Public Works Office Refresh brings together decades of individual experience managing fast-track, deadline-driven projects. The following examples reflect the combined expertise of our team members, each of whom has successfully delivered complex projects under aggressive schedules using principles aligned with successful project completion.

1. RICARDO SALINAS CLINIC RENOVATION

Led by Kadari Johnson

Kadari Johnson served as the lead project executive for the full renovation of the Ricardo Salinas Clinic, a community health facility requiring rapid turnaround due to operational constraints and patient service continuity. The project involved multiple scopes, including interior demolition, flooring, painting, acoustic ceiling installation, and millwork. Kadari's leadership was instrumental in coordinating early trade engagement, sequencing work to avoid overlap, and leveraging pre-negotiated vendor relationships to expedite procurement. His approach mirrored the principles of Job Order Contracting with streamlined decision-making, flexible scope management, and rapid mobilization. Thanks to his proactive planning and field coordination, the clinic reopened ahead of schedule, with zero disruption to critical health services.



2. DALKIA ENERGY INDUSTRIAL BUILDOUT

Led by Chad Smith

Chad Smith oversaw the renovation and buildout of a 41,073 SF industrial property under a strict 90-day deadline for its 1st phase. The scope included constructing multiple offices and break rooms, upgrading mechanical, electrical, and plumbing systems, performing site work, and completing all interior finishes. Assistant Superintendent Hector Leyva identified critical path items early and coordinated MEP trades with precision. He implemented a JOC-style strategy by fast-tracking procurement, maintaining open lines of communication with subcontractors, and resolving field issues in real time. His ability to manage overlapping scopes and maintain schedule integrity ensured the project was delivered on time and met all operational requirements while demonstrating the kind of agility and responsiveness essential to successful execution.



3. ALAMO COLLEGES VISUAL ARTS

As part of a summer renovation project at Alamo Colleges, Kadari Johnson managed the replacement of hydronic piping in a confined attic crawl space. An exceptionally challenging scope due to limited access, tight clearances, and the need to work around existing structural and mechanical systems. The aggressive schedule required completion before the fall semester, leaving no room for delays. Both Kadari and Miguel led the effort with meticulous planning, daily progress reviews, and strategic trade sequencing, with experience in confined-space work. Specialized equipment and strict safety protocols were employed to navigate the space efficiently and protect existing infrastructure. This project reflects the type of fast-paced, high-stakes work our proposed team is well equipped to manage.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Estacado Construction, LLC. Contractor, as
Principal,

and Merchants National Bonding, Inc. as Surety,

are held and firmly bound unto City of Seguin, Texas, herein called Owner, in the
sum of \$ 5% (Figure)

5% of Amount Bid (Written Form)

(not less than 5 percent of the largest total amount of the bid)

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said Owner to perform the Work required under the
Bidding Schedule(s) of the Owner's Contract Documents entitled:

PROJECT NAME

Public Works Office Refresh AF-2026-21

NOW THEREFORE, if said Principal is awarded a contract by said Owner, and, within the time, and in the
manner required in the Notice Inviting Bids and the Instructions to Bidders, enters into a written Agreement
on the form of agreement bound with said Contract Documents, furnishes the required Certificates of
Insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be
null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond
by said Owner and Owner prevails, said Surety shall pay all costs incurred by said Owner in such suit,
including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 12th day of January, 2026.

(Principal) Estacado Construction Group (Seal)

(Witness)

(Title) Dana Valadez (Seal)
(Surety) Merchants National Bonding, Inc.

(Witness) Zach Winker

Dana Valadez,
(Title) Attorney-in-Fact



ACKNOWLEDGEMENT OF SURETY

STATE OF Iowa)

COUNTY OF Dubuque)

On this 12th day of January, in the year 2026, before me personally appeared Dana Valadez, Attorney-in-Fact of Merchants National Bonding, Inc. known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

_____, Notary Public

My commissions expires: 2/21/2028



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amy Brunzman; Crystal Hecker; Dana Valadez; Ian M Turner; Jennifer Johnson; Katie Davis; Katlin Lepsch; Kelly J Wenzelman; Kevin Smith; Michelle Rupp; Paul Donovan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

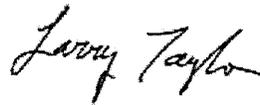
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.

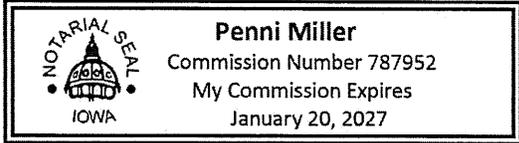


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2025.




Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2026

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

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

PRODUCER Cottingham & Butler 800 Main St. Dubuque IA 52001	CONTACT NAME: To Request a Certificate	
	PHONE (A/C, No, Ext): 888-785-4677	FAX (A/C, No): 563-583-7339
E-MAIL ADDRESS: certificates@cottinghambutler.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Mesa Underwriters Specialty Insurance Company		36838
INSURER B: Arch Insurance Company		11150
INSURER C: Evanston Insurance Company		35378
INSURER D: Lloyd's		85202
INSURER E:		
INSURER F:		

INSURED DOUBDIA-02
 Estacado Construction
 901 NE Loop 410, Ste. 902
 San Antonio TX 78279

COVERAGES

CERTIFICATE NUMBER: 1426196904

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: *			MP001000500051402	2/22/2025	2/22/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> ***			ZAPKG6028205	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EZXS3190805	2/22/2025	2/22/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	TX Non-Subscriber			BOA02006-01	8/1/2025	8/1/2026	Comb. Single Limit 1,000,000

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

*Policy Aggregates to apply separately to each project with a construction project general aggregate maximum of \$5,000,000.

***Excludes all vehicles covered under the insured's Motor Carrier policy.

CERTIFICATE HOLDER**CANCELLATION**
 Purchasing Department
 City of Seguin
 PO Box 591
 Seguin TX 78156

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

AUTHORIZED REPRESENTATIVE

Lexi Myers

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List of Subcontractors

Quinney Electric

Building Tech Team

Prime 5 Painting and Construction

Wessely-Thompson Hardware Inc.

ADDENDUM FORM
Bid # AF-2026-21

Receipt is hereby acknowledged of the following Addenda to the Specifications:

ADDENDUM NO. 1 DATED 12/30/2025 ADDENDUM NO. 4 DATED _____
ADDENDUM NO. 2 DATED 12/30/2025 ADDENDUM NO. 5 DATED _____
ADDENDUM NO. 3 DATED _____ ADDENDUM NO. 6 DATED _____

- The Undersigned affirms that it is duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid as to prices, terms, or conditions of said bid has not been communicated to any other bidder prior to the official opening of this bid.
- The Undersigned certifies that pursuant to Section 2270.002 of the Texas Government Code, Bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation.
- The Undersigned certifies that pursuant to S.B 19, Bidder does not boycott energy companies and will not boycott energy companies during the term of the contract.
- The Undersigned certifies that pursuant to S.B. 13, Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Estacado Construction
Company Name

K. Johnson
Authorized Signature

901 NE Loop 410 Ste 902
Address

Kadari Johnson
Printed Name

San Antonio, Texas, 78209
City, State, Zip Code

President
Title

210.995.0362
Phone No.

1/13/2025
Date

Email Address: Kjohnson@estacado.construction

BIDDER'S EXCEPTION FORM
Bid # AF-2026-21

This form must be completed and signed by an authorized representative of the company. Failure to do so may cause total bid to be rejected. If no exceptions are to proposed, indicate by stating "No Exceptions to Specifications" and sign in the appropriate space.

STATEMENT OF BIDDER: *No exceptions to specifications*

WE PROPOSE THE FOLLOWING EXCEPTIONS TO THE SPECIFICATIONS:

<u>SECTION</u>	<u>PAGE/ PARAGRAPH #</u>	<u>EXCEPTION</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: If additional pages are needed, attach to the back of this page and note "See Page 2-Deviations" on this page.

Estacado Construction
Company Name

K. G. Jahn
Authorized Signature

CERTIFICATE OF CORPORATE BIDDER
AF-2026-21

CERTIFICATE OF CORPORATE BIDDER

I, Kadari Johnson, certify that I am President (title)

Of the corporation named as Bidder herein; that Kadari Johnson who signed this bid on behalf of the Bidder, was then President (title) of said corporation; that said bid was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Signature of Officer: K. Johnson

Type or Print Name: Kadari Johnson

Title of Officer: President

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Estacado Construction
San Antonio, TX United States

Certificate Number:
2026-1407064

Date Filed:
01/12/2026

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Seguin

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BID No. AF-2026-21
Public Works Office Refresh

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Kadari Johnson, and my date of birth is 7/18/1998.

My address is 23609 Canyon Golf Rd, San Antonio, Tx, 78258, U.S.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 13th day of January, 2026.
(month) (year)

K. Dale
Signature of authorized agent of contracting business entity
(Declarant)



Customer

Estacado Construction
 901 NE Interstate 410 Loop, STE 902
 San Antonio, TX
 78209, US
 (210) 202-4312

City of Seguin
205 N. River
Seguin, Texas
78155

Steve Parker

Prepared By:
 Kadari Johnson

kjohnson@estacado.construction

Project: Public Works Office Refresh

Scope of Work

Estacado Construction is pleased to provide you our proposal for **Public Works Office Refresh** at 800 Fred Byrd Drive in Seguin, Texas. The following proposal is based upon information available based off the scope of work discussed on site and the listed scope of work. Addendums 1&2 recognized. All inclusion, Clarifications and Exclusions shall become part of any contract issued.

General Requirements

Total Cost
 \$20,698.17

Demo

Total Cost
 \$5,769.09

Finishes

Total Cost
 \$56,834.66

Electrical

Total Cost
 \$19,421.94

HVAC

Total Cost
 \$19,829.04



Fire Alarm

Total Cost

\$10,944.60

Included (+)

1. Supervision
2. Mobilization and Staging
3. Insurance
4. Bonds
5. Permits
6. Safety Requirements
7. IT Equipment Protection
8. Assumptions:
Project Duration is 2 months.
Work to be performed during normal business hours
9. Dumpsters
10. Temp Lighting
11. Demolition to include but not limited to:
Flooring and baseboards excluding men and women's restroom.
Existing ACT and Overhead Insulation
Ceiling Tile & Grid
Existing Electrical Fixtures
12. Finishes to include but not limited to:
New Office Buildout as required
2' Expansion of IT Closet
Furnish & install of Acoustical ceiling tile and grid
Furnish & install of Vinyl Composite Tile
Painting of office spaces, hallways door frames and window frames
4 1/2" Cove Base as noted
1x4 Wood Base as noted
Hollow Metal Door & Frame for new office
13. R11 overhead and in wall insulation as required
14. Electrical to include but not limited to:
Furnish & install new 2x2 electrical fixtures
Furnish & install new receptacles and switches in new office
15. HVAC:
Furnish & install new 3-ton units as mentioned
Furnish & install new ductwork as required for new office and IT closet
Furnish & install new supply and return grilles
Repair existing ductwork as necessary for proper airflow
16. Fire Alarm:
Furnish & install (1) new strobe and speaker device for new office
17. Assumes existing Fire Alarm is code compliant



Excluded (-)

1. Excludes Taxes
2. Excludes Asbestos Abatement
3. Excludes Mold Remediation
4. Excludes any demo deviations from scope of work and job walk
5. Excludes Moisture Testing
6. Excludes any modifications to existing fire alarm
7. Excludes demo of flooring and wall tile in restrooms
8. Excludes modification to existing roof system
9. Excludes Fire Sprinkler/Suppression
10. Excludes Toilet Partitions
11. Excludes modification / furnishings of restroom accessories
12. Excludes relocation or handling of any owner furniture.
13. Excludes Test & Balance

Notes

Summary

Subtotal \$133,497.51

\$133,498

Accepted By

Date

.....

.....

BID FORM AF-2026-21

Public Works Warehouse – Minor Interior Renovation

LUMP SUM BID

Total Lump Sum Bid Amount (Complete Project):

\$ 133,498.00

Written Amount:

One hundred thirty three thousand four hundred ninety eight and 00/100

BID ACKNOWLEDGMENTS

By signing below, the Bidder certifies this is a firm lump sum bid valid for ninety (90) days, acknowledges attendance at the mandatory site visit, receipt of all addenda, understanding of

best value award, compliance with all applicable laws, and agreement to provide a minimum one-year warranty.

Authorized Representative (Printed Name):

Kadari Johnson

Title:

President

Signature:

K. Johnson

Date: 1/13/2025

BID TABULATION: Public Works Office Refresh
 BID OPENING DATE: January 13, 2026
 BID NUMBER: AF-2026-21

	AAA Time Savers	Estacado Construction	SpawGlas
Lump Sum	\$144,995.00	\$133,498.00	\$217,995.70

	Sullivan Contracting Services	The Ramos Group
Lump Sum	\$188,750.00	\$178,000.00

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 01-26 (15700 Blk of FM 725)**
Zoning Change from R-1 to NC
Date: January 26, 2026

Background

The City of Seguin received a zoning change request for a 16-acre portion of a 162.423-acre vacant tract located on FM 725 across the Arroyo Ranch residential subdivision. City Council previously approved a development agreement for a proposed development on the 162.423 acres of land, with proposed residential lots larger than the typical minimum lot sizes in other R-1 zoned subdivisions. Per the approved development agreement, the lot sizes for the residential lots in the proposed development will be no less than 10,000 sq ft, which is twice the size of the minimum lot size requirement of 5,000 sq ft in the R-1 and R-2 single family residential zoning district. The applicant is requesting a zoning change for the 16 acres of land fronting FM 725. Staff evaluated the zoning change request based on the criteria adopted in the Unified Development Code (UDC) as follows:

- The property is located within the Suburban Residential district on the Future Land Use Plan, which supports neighborhood commercial land uses if compatible in scale with adjacent homes.
- The existing land uses near the site are primarily single-family residential, but there are commercial-zoned properties and commercial uses on other properties in the area fronting FM 725. There is also an elementary school near this site. Neighborhood commercial zoning allows low-impact commercial uses that are intended to serve the residential developments within the area.
- The property has frontage along FM 725, a TxDOT ROW. Access points at this location will require approval from TxDOT.

Action Requested

Staff is requesting action on the applicant's request to rezone the 16-acre portion of land to Neighborhood Commercial (NC).

Recommendation

Staff presented the zoning change request to the Planning and Zoning Commission on January 13, 2026. Following a public hearing the Commission voted 9-0-0 to recommend approval of the zoning change request to Neighborhood Commercial.

Attachments

- Final Report of the Planning & Zoning Commission
- ZC 01-26 Staff Report
- Map Exhibits of the Subject Property
- Draft Ordinance



Planning and Zoning Commission Report ZC 01-26

A request for zoning change (ZC 01-26) from Single-Family Residential (R-1) to Neighborhood Commercial (NC) for the properties located at the 15700 Block of FM 725, Property IDs: 58287 and 58174 was considered during the January 13, 2025, Planning & Zoning Commission meeting.

Armando Guerrero, Planning Manager, presented the staff report and informed the Commission that the requested 16-acre portion is located along the frontage of FM 725 and is part of two tracts of land totaling 162.423 acres. The tracts are currently zoned Single-Family Residential (R-1) and have contained that zoning designation since their time of annexation in 2018 and have remain undeveloped.

Mr. Guerrero pointed out the existing commercial use within the area and explained that Neighborhood Commercial (NC) zoning allows low-impact commercial use that is intended to serve the neighboring residence and residential developments within the area but could also be utilized for residential use as well.

Mr. Guerrero went on to note that retail uses would entail small scale, limited impact commercial, retail, and personal service. Residential use would follow the residential development standards, both uses and development types will be required to meet the city's development requirements which include but are not limited to landscaping, platting, parking requirements, traffic impact analysis, drainage mitigation, etc. Mr. Guerrero pointed out the requested 16 acres is within the Suburban Residential district of the City's Future Land Use Plan, which encourages neighborhood commercial use if compatible with adjacent homes.

Mr. Guerrero concluded by noting that any proposed access points from FM 725 will require review and approval by TxDOT.

The regular meeting recessed, and a public hearing was held. Lonnie Eaves addressed the Commission and noted he is the applicant and representative for the owner for the request. Commissioner Jones inquired about the proposed uses at the location. Mr. Eaves noted offices, medical offices, and maybe retail. Tonya Gantt, 15881 FM 725 addressed the Commission. Ms. Gantt noted her concerns about traffic within the area and is concerned about the drainage, wildlife, and taxes that may be impacted by development.

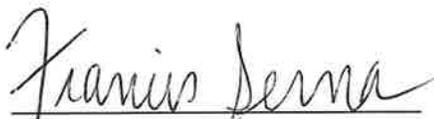
The regular meeting was reconvened for action. Commissioner Silvius touched on the traffic concern within the area and noted that development may trigger traffic calming measured within the area. Jennifer Shortess, Assistant Director of Capital Projects & Engineering, addressed the Commission and noted the reduced speed limit for that area was based on a past speed study and noted other developments may trigger signalization at the intersection of Pronghorn Trail. Ms. Shortess noted that she is not aware of any future TxDOT improvements for FM 725. Commissioner Windle inquired if residential and commercial have the same impact on traffic, Ms. Shortess noted that the different uses are evaluated differently. The Commission inquired if Neighborhood Commercial (NC) zoning would allow a residence on the second floor and commercial use on the first floor. Pamela Centeno, Director of Planning & Codes addressed the Commission and confirmed that Neighborhood Commercial allows for second floor residential use with commercial on the first and informed the Commission that the property in question has a development agreement with the city for a proposed residential development. Ms. Centeno noted the lot sized being proposed for the residential development will be larger and vary in size and pointed out the minimum lot size being proposed is 10,000 square feet and noted the city's minimum lot size for an R-1 lot is 5,000 square feet.

After consideration of the staff report and all information given regarding the requested zoning change (ZC 01-26), Vice Chair Davila made a motion to recommend approval of the zoning change request to Neighborhood Commercial (NC) for the subject properties. Commissioner Silvius seconded the motion. The Planning & Zoning Commission voted in favor of the recommendation. The following vote was recorded:

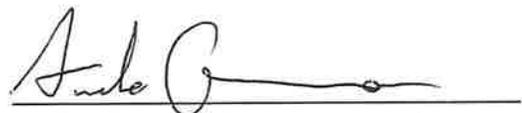
RECOMMENDATION TO APPROVE THE ZONING CHANGE TO NEIGHBORHOOD COMMERCIAL (NC)

MOTION PASSED

9-0-0



Francis Serna, Planning Assistant



ATTEST: Armando Guerrero, Planning Manager



PLANNING & CODES

ZC 01-26 Staff Report
15700 Blk of FM 725
R-1 to NC

Applicant:

Lonnie D. Eaves, P.E.
Vifil & Associates
P.O. Box 163314
Austin, TX 78716

Property Owner:

MDG-RIO V Limited
340 E. FM 150 Bldg. 3, St.300
Kyle, TX 78640

Property Address/Location:

15700 Block of FM 725
Seguin, TX 78155

Legal Description:

ABS: 29 SUR: A MANSOLA 118.069 AC.
AKA RIO VERDE SUB

ABS: 29 SUR: A MANSOLA 44.354 AC.
AKA RIO VERDE SUB

Property ID: 58174 & 58287

Lot Size/Project Area:

16 acres

Future Land Use Plan:

Suburban Residential

Notifications:

Mailed: Dec 31, 2025
Newspaper: Dec 28, 2025

Comments Received:

None at time of publication

Staff Review:

Armando Guerrero
Planning Manager

Attachments:

- Location Map
- Existing Zoning Map
- Future Land Use Plan Map
- Proposed Zoning Map

REQUEST:

A zoning change request from Single-Family Residential (R-1) to Neighborhood Commercial (NC).

ZONING AND LAND USE:

	Zoning	Land Use
Subject Property	R-1	Undeveloped land
N of Property	R-1	Undeveloped land
S of Property	R-1/R-2	Single family residential use
E of Property	P	Vogel Elementary
W of Property	OCL	Outside city limits

SUMMARY OF STAFF ANALYSIS:

The applicant is requesting a zoning change from Single-Family Residential (R-1) to Neighborhood Commercial (NC). The requested 16-acre portion is located along the frontage of FM 725 and is part of two tracts of land totaling 162.423 acres located within the 15700 Blk of FM 725. The site is currently vacant and undeveloped; the applicant is requesting a zoning change to Neighborhood Commercial (NC) to allow for potential retail uses that are allowed within the Neighborhood Commercial (NC) zoning district but reserve the option to develop the area for residential use.

CRITERIA FOR ZONING CHANGE:

Consistency with the future land use plan – Neighborhood Commercial zoning is appropriate in the Suburban Residential district if compatible with adjacent homes.

Compatible with existing and permitted uses of surrounding property – Yes, small scale commercial use can be seen to the east and west of site.

Adverse impact on surrounding properties or natural environment – Potential increase in traffic.

Proposed zoning follows a logical and orderly pattern – Neighborhood Commercial zoning allows for residential use, while also allowing various types of small scale, limited impact commercial, retail, personal services, and office use.

Other factors that impact public health, safety, or welfare – None specifically identified.

PLANNING DEPARTMENT ANALYSIS

SITE DESCRIPTION

The 16 acres requested is part of two tracts of land totaling 162.423 acres. The requested 16 acres of Neighborhood Commercial (NC) zoning will span the entire frontage of FM 725 as depicted on the applicant's proposed zoning map. These two tracts are currently zoned Single-Family Residential (R-1) and have contained that zoning designation since their time of annexation in 2018 and have remain undeveloped.

CODE REQUIREMENTS:

Uses allowed within the Neighborhood Commercial (NC) zoning per Section 3.4.3 Land Use Matrix of the city's Unified Development Code (UDC) would be permitted by right and can vary from residential to retail uses. Retail uses would entail small scale, limited impact commercial, retail, and personal service uses near their primary customers. Residential use/development would follow the typical residential development standards, uses and development will be required to meet the city's development requirements which include but are not limited to landscaping, platting, parking requirements, drainage mitigation, etc.

COMPATIBILITY WITH SURROUNDING LAND USE & ZONING:

Commercial (C) zoning and use can be seen to the east (Gas Station) and west (Dollar General), there is residential use and zoning to the north and south. The proposed Neighborhood Commercial (NC) zoning allows low-impact commercial use that is intended to serve the neighboring residence and residential developments within the area.

HEALTH, SAFETY, AND GENERAL WELFARE: (Protection & preservation of historical, cultural, and environmental areas.)

No health, safety or environmental issues have been identified for these properties.

COMPREHENSIVE PLAN (The Future Land Use Plan):

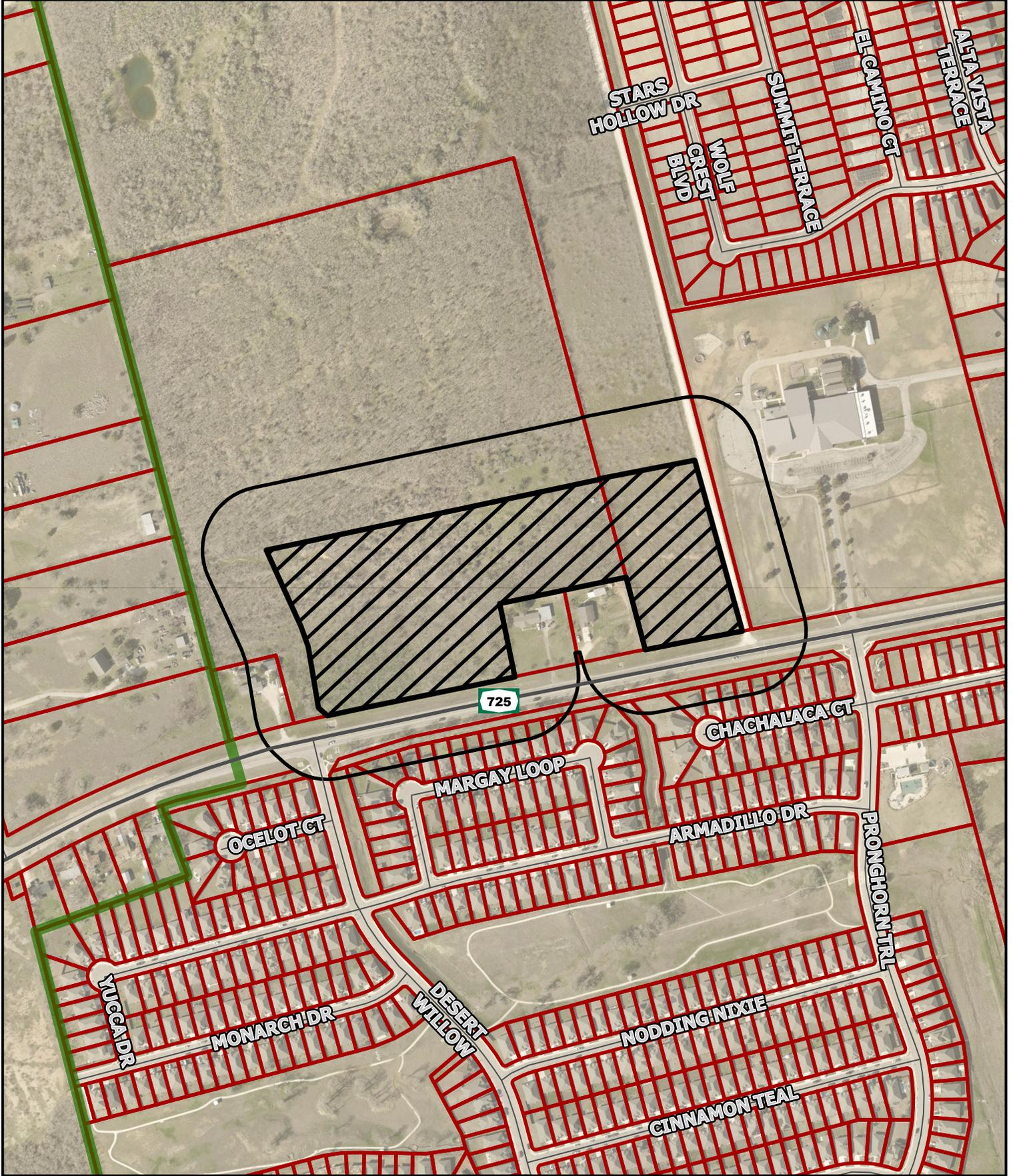
The requested 16 acres is within the Suburban Residential district of the City's Future Land Use Plan which encourages neighborhood commercial use if compatible with adjacent homes.

TRAFFIC (STREET FRONTAGE & ACCESS):

These properties contain frontage along FM 725, a TxDOT right-of-way. Access points at this location will require review and approval from TxDOT.

LOCATION MAP

ZC 01-26 15700 Blk of FM 725



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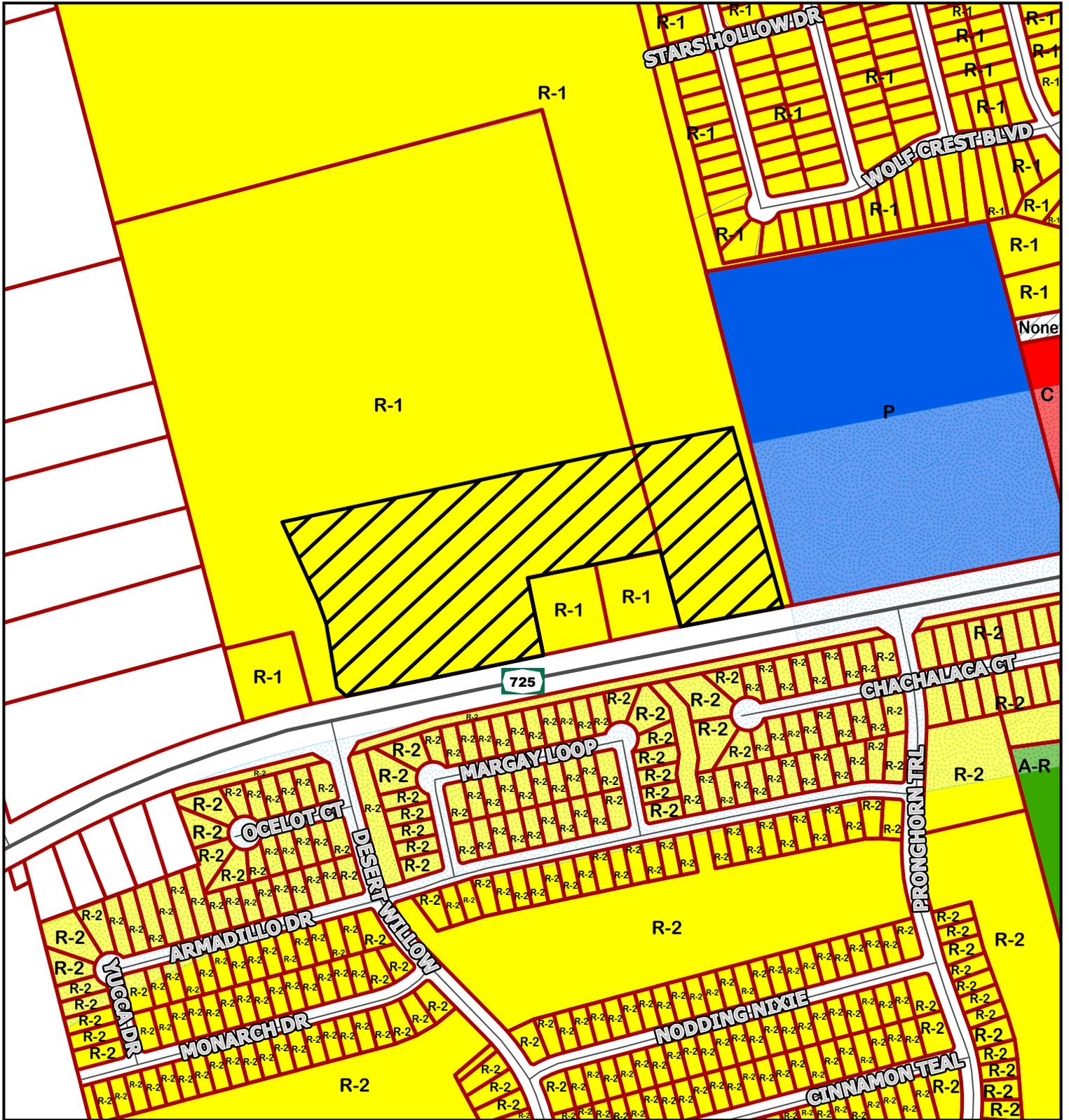
-  200' Buffer
-  Parcel
-  Site Location

1 inch = 400 feet

Printed: 12/31/2025

ZONING MAP

ZC 01-26 15700 Blk of FM 725



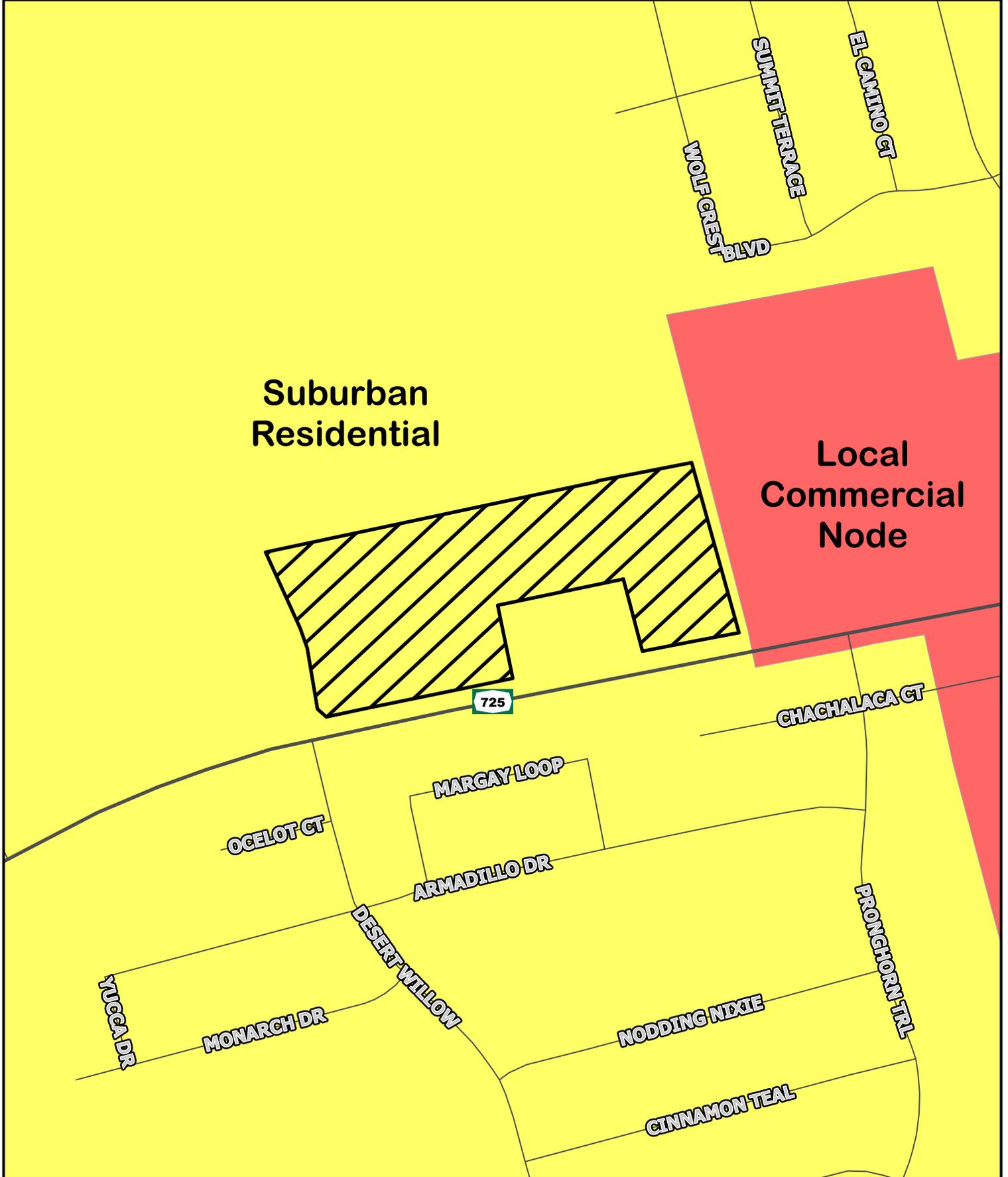
Agricultural - Ranch	Light Industrial	Manufactured Home Park	Single Family Residential 1	Zero Lot Lines
Commercial	Manufactured-Residential	Neighborhood Commercial	Single Family Residential 2	Corridor Overlay Districts
Duplex 1	MultiFamily 1	None	Rural Residential	
Duplex 2	MultiFamily 2	Public	ROW	
Industrial	MultiFamily 3	Planned Unit Development	Suburban Residential	

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Site Location
 Parcel

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Printed: 12/31/2025



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Site Location



Parcel

1 inch = 400 feet

Printed: 12/31/2025

CITY OF SEGUIN

ORDINANCE NO. _____

COUNTY OF GUADALUPE

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
NUMBER 884 OF THE CITY OF SEGUIN, TEXAS,
TO REASSIGN ZONING FOR PROPERTY CURRENTLY ZONED SINGLE FAMILY
RESIDENTIAL FOR PROPERTY LOCATED AT THE 15700 BLK OF FM 725,
PROPERTY ID 58174 AND 58287 MORE FULLY DESCRIBED IN EXHIBIT A
ATTACHED,**

(ZC 01-26)

WHEREAS, the property located at the 15700 Block of FM 725, 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 Neighborhood Commercial (NC) meets the criteria for zoning map amendments in 2.4.4 of the City's Unified Development Code; and

WHEREAS, the Planning and Zoning Commission of the City of Seguin has previously considered the request following notification to surrounding property owners and a public hearing as required by law; and

WHEREAS, the Planning and Zoning Commission has recommended that the application for change of designation to Neighborhood Commercial (NC) be approved; and

WHEREAS, the City Council has received the report of the Planning and Zoning Commission and conducted a public hearing thereon as required by law; and

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

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

1. Ordinance Number 884 is hereby amended by changing the zoning designation for said property from Single Family Residential (R-1) to Neighborhood Commercial (NC) and
2. The Planning and Zoning Director of the City of Seguin are hereby directed to reflect the herein described changes on the zoning map of the City.

PASSED AND APPROVED on the first reading this 3rd day of February 2026.

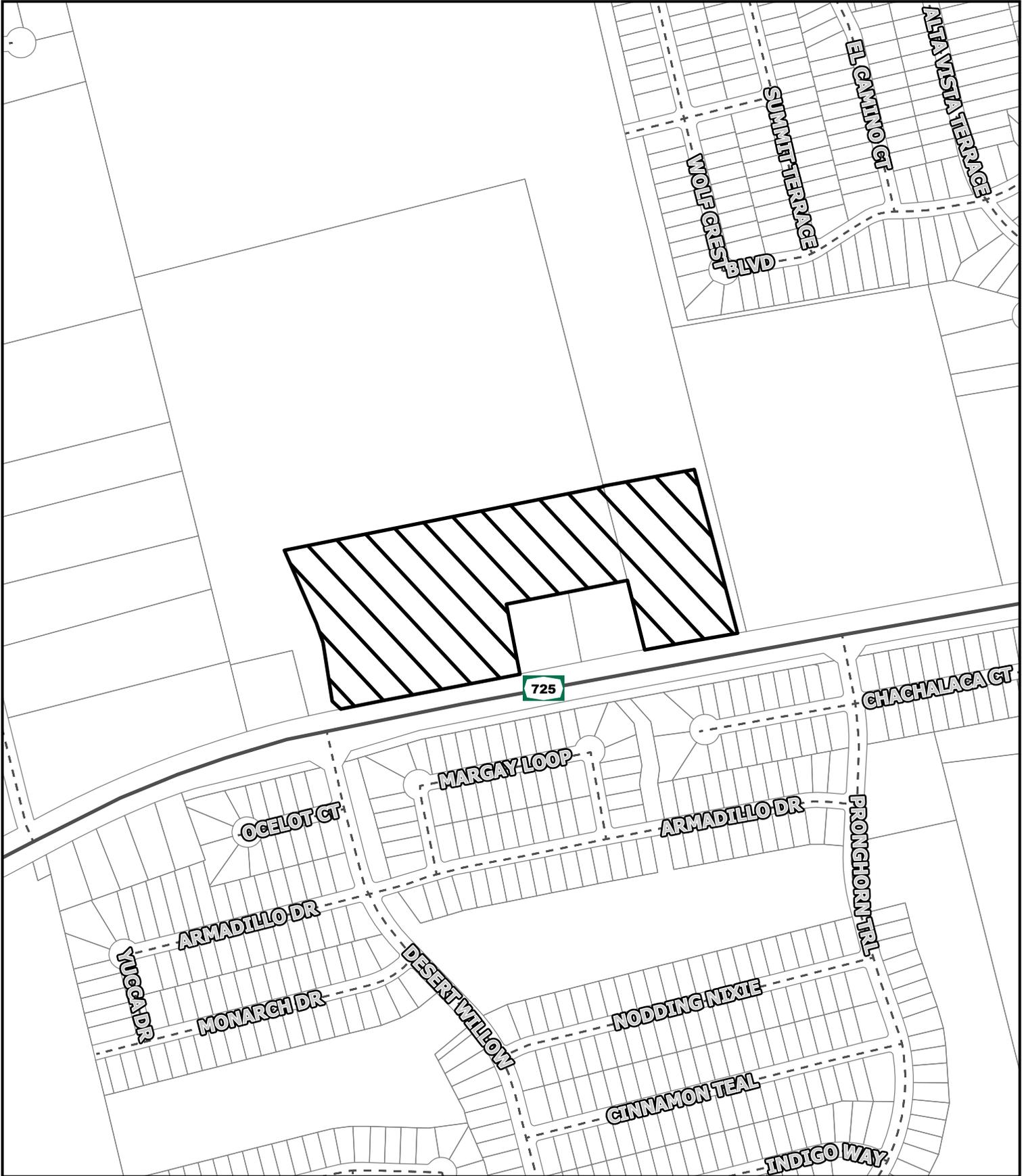
PASSED AND APPROVED on the second reading this 17th day of February 2026.

Donna Dodgen, Mayor

ATTEST:

Kristin Mueller, City Secretary

EXHIBIT A

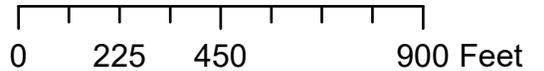


ZC 01-26 15700 Blk of FM 725

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Site



Printed : 12/31/2024

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 02-26 (NE Corner of SH 46 and Rudeloff Rd)**
Zoning Change from A-R to C
Date: January 26, 2026

Background

The City of Seguin received a zoning change request for a 0.18-acre portion of a 15.996-acre vacant tract located at the northeast corner of SH 46 and Rudeloff Rd. The applicant is proposing to develop the land at the corner of SH 46 and Rudeloff Rd for a commercial use. The majority of the proposed development is located on the adjacent property to the west, which is already zoned Commercial. Due to the proposed future expansion of SH 46, the applicant needs to purchase 0.18 acres of the vacant land to the east. The applicant is only requesting a zoning change for the 0.18 acres of the 15.996-acre tract. Staff evaluated the zoning change request based on the criteria adopted in the Unified Development Code (UDC) as follows:

- The property is located within the Local Commercial district on the Future Land Use Plan, which supports regional commercial land uses if compatible with the scale of nearby residences.
- The frontage along this section of SH 46 in Seguin is zoned Commercial. A gas station is located on the southwest corner of SH 46 and Rudeloff Rd. This area is adjacent to the Mill Creek Crossing residential subdivision, but abuts the detention pond, which serves as a buffer between the proposed commercial use and the homes within the residential subdivision.
- The small 0.18-acre portion of land, if approved for commercial zoning, will be combined with the corner property and will be platted for commercial development. The corner property has frontage along SH 46 and Rudeloff Rd. There is an existing traffic signal at the SH 46-Rudeloff Rd intersection.

Action Requested

Staff is requesting action on the applicant's request to rezone the 0.18-acre portion of land to Commercial (C).

Recommendation

Staff presented the zoning change request to the Planning and Zoning Commission on January 13, 2026. Following a public hearing the Commission voted 9-0-0 to recommend approval of the zoning change request to Commercial.

Attachments

- Final Report of the Planning & Zoning Commission
- ZC 02-26 Staff Report
- Map Exhibits of the Subject Property
- Draft Ordinance



Planning and Zoning Commission Report ZC 02-26

A request for zoning designation ZC 02-26 for the property near the northeast corner of SH 46 and Rudeloff Rd to Commercial (C) was considered at the January 13, 2026, Planning & Zoning Commission meeting. The subject properties, identified by property identification number 121704, is located within the City of Seguin's city limits.

Kyle Warren, Planner, presented the staff report. He explained that the subject property consists of approximately 0.18 acres and is currently zoned Agricultural Ranch (AR). The requested Commercial (C) zoning designation is wanted by the applicant for a proposed gas station. The property would then be platted into the existing commercial lot to the west.

Mr. Warren further explained that the property falls into the Future Land Use Plan category: Local Commercial, which is only somewhat supportive of Commercial zoning, in that any considered use should be appropriate with the scale of nearby residences and neighborhood commercial uses.

Mr. Warren then stated that the surrounding zoning types were Commercial to the west along SH 46 with a nearby Valero gas station, and south across Rudeloff Rd., Single-Family residential to the north in the form of Mill Creek Crossing subdivision, and Agricultural Ranch to the east, in the remaining 15.8 acres of the vacant tract the request was coming from.

Mr. Warren went on to note that access will be from State Hwy 46 and Rudeloff Rd.

Commission Chair Felty inquired about the paved ingress to the south, asking why the eastern portion of the entrance, zoned Agriculture Ranch as well, was not included in the zone change.

Mr. Warren noted that flatwork, in the form of a paved entry, does not constitute a zone change, and could be done in Agriculture Ranch zoning.

Commission Chair Felty then asked why the portion being zoned to commercial wasn't only considered flatwork for the proposed parking of the gas station.

Mr. Warren then explained that platting a portion of Agriculture ranch of .18 acres would be illegal, as the minimum for lot size in Agricultural Ranch zoning is 10 acres.

Commissioner Jones, III then asked if the portion abutting the zoning change zoned Single-Family Residential would need screening from future commercial development.

Mr. Warren noted (with the aid of Planning Manager Armando Guerrero) that there would only be screening required if a residence was located on the residential property.

The regular meeting recessed, and a public hearing was held. Kiew Kam, the applicant for the request, addressed the commission. He stated that the proposed zoning request, if approved, would lead to the construction of a Seven Eleven gas station. He told the commission he had renderings to show if needed and could answer any questions about the project.

The commission did not ask any further questions of Mr. Kam.

The regular meeting was reconvened for action. After consideration of the staff report and all information given regarding the requested zoning designation (ZC 02-26), Commissioner Jones, III made a motion to recommend approval of the requested Commercial (C) zoning designation for the subject property. Commissioner Schievelbein seconded the motion. The Planning & Zoning Commission voted in favor of the recommendation. The following vote was recorded:

RECOMMENDATION TO APPROVE THE ZONING CHANGE TO COMMERCIAL (C)

MOTION PASSED

9-0-0


Francis Serna, Planning Assistant


ATTEST: Kyle Warren, Planner



PLANNING & CODES

**ZC 02-26 Staff Report
SH 46 and Rudeloff Rd
Zoning Change from A-R to C**

Applicant:

Kiew Kam
1782 W McDermott Dr
Allen, TX 75013

Property Owner:

Gregg Claire & Gregg
Margaret
30906 Acacia Pass
Bulverde, TX 78163

Property Address/Location:

SH 46 and Rudeloff Rd
PID # 121704

Legal Description:

ABS: 20 SUR: A M
ESNAURIZAR 15.996 AC.

Lot Size/Project Area:

0.18 AC. Out of 15.996 acre tract

Future Land Use Plan:

Local Commercial

Notifications:

Mailed: 12/31/2025
Newspaper:

Comments Received:

None at publication

Staff Review:

Kyle Warren
Planner

Attachments:

- Location Map
- Existing Zoning Map
- Future Land Use Plan Map
- Exhibit A

REQUEST:

A Zoning Change request from Agricultural-Ranch (A-R) to Commercial (C).

ZONING AND LAND USE:

	Zoning	Land Use
Subject Property	A-R	Undeveloped land
N of Property	R-1	Drainage (used by Mill Creek Crossing)
S of Property	C	Undeveloped land
E of Property	AR	Undeveloped land
W of Property	C	Undeveloped land

SUMMARY OF STAFF ANALYSIS:

The property is proposed to be developed into a new gas station. The western edge of the property in question is approximately 0.18 acres and currently zoned Agricultural Ranch. Most of the proposed development is on the adjacent western property (PID 121709) and is already zoned Commercial.

CRITERIA FOR ZONING CHANGE:

Consistency with the future land use plan – Somewhat consistent. The use of Commercial zoning (called regional commercial by the FLUP) is appropriate if compatible with the scale of nearby residences and neighborhood commercial uses.

Compatible with existing and permitted uses of surrounding property – There is adjacent commercial zoning, nearby commercial land use in the gas station located at 2998 SH 46 N (Valero).

Adverse impact on surrounding properties or natural environment – None identified.

Proposed zoning follows a logical and orderly pattern – If combined with the existing commercial zoning along the SH 46 frontage, there is a logical pattern for development along a major transportation corridor.

Other factors that impact public health, safety, or welfare – An increase in traffic near the intersection of SH 46 and Rudeloff Rd.

PLANNING DEPARTMENT ANALYSIS

SITE DESCRIPTION

The 0.18-acre section is part of the larger 15.996-acre property along the 1500-1600 BLK of Rudeloff Rd. The portion proposed for rezoning to Commercial is adjacent to the existing commercial zoning on the property to the west. If the zone change is approved the property will be platted into the existing commercial parcel to the west.

CODE REQUIREMENTS:

In order to develop the tract for commercial use, the property must be zoned Commercial. The current zoning of Ag-Ranch restricts retail and services development.

COMPATIBILITY WITH SURROUNDING LAND USE & ZONING:

Commercial zoning exists to the immediate west of the property and to the south across Rudeloff Rd. Nearby across the intersection of SH 46 and Rudeloff Rd. there is an existing gas station use, similar to the proposed development.

HEALTH, SAFETY, AND GENERAL WELFARE: (Protection & preservation of historical, cultural, and environmental areas.)

None identified.

COMPREHENSIVE PLAN (The Future Land Use Plan):

This 0.18 section falls in the Local Commercial FLUP which states: "The Local Commercial District is intended for various neighborhood-scale commercial businesses that support nearby residential communities. Commercial uses should be appropriate in scale and centered on local thoroughfare intersections to offer day-today services for surrounding residents, such as restaurants, retail, and personal services."

TRAFFIC (STREET FRONTAGE & ACCESS):

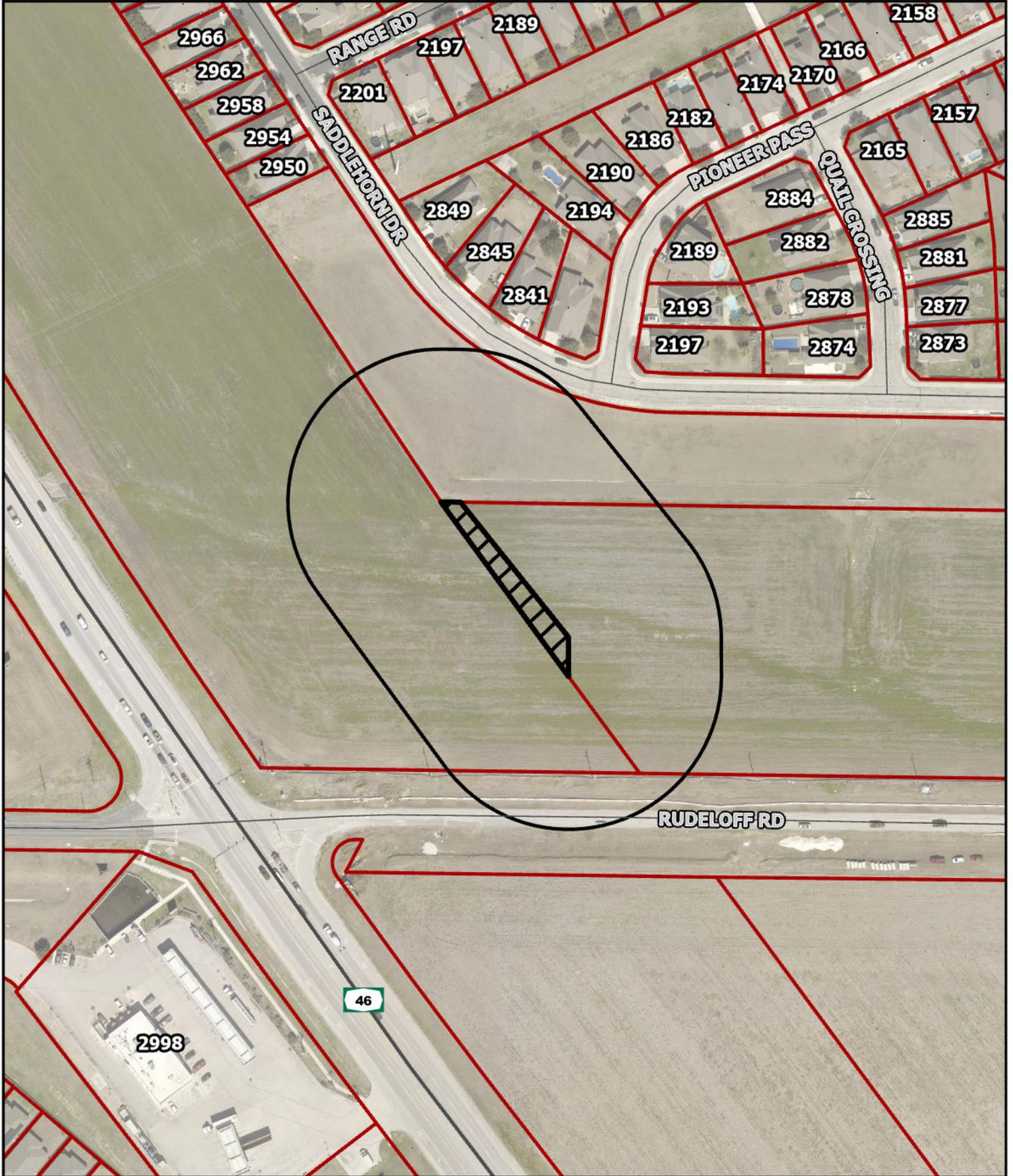
The development's proposed access will be from Rudeloff Rd. where the property has a street frontage.

OTHER CONSIDERATIONS:

As always, development of vacant land will be required to follow all development standards, to include, but not limited to platting, drainage, landscaping, public improvements (utility extension), etc. Additionally, screening will be required at time of development along the adjacent Single-Family zoned properties.

LOCATION MAP

ZC 02-26 near NE corner of Rudeloff Rd and SH 46



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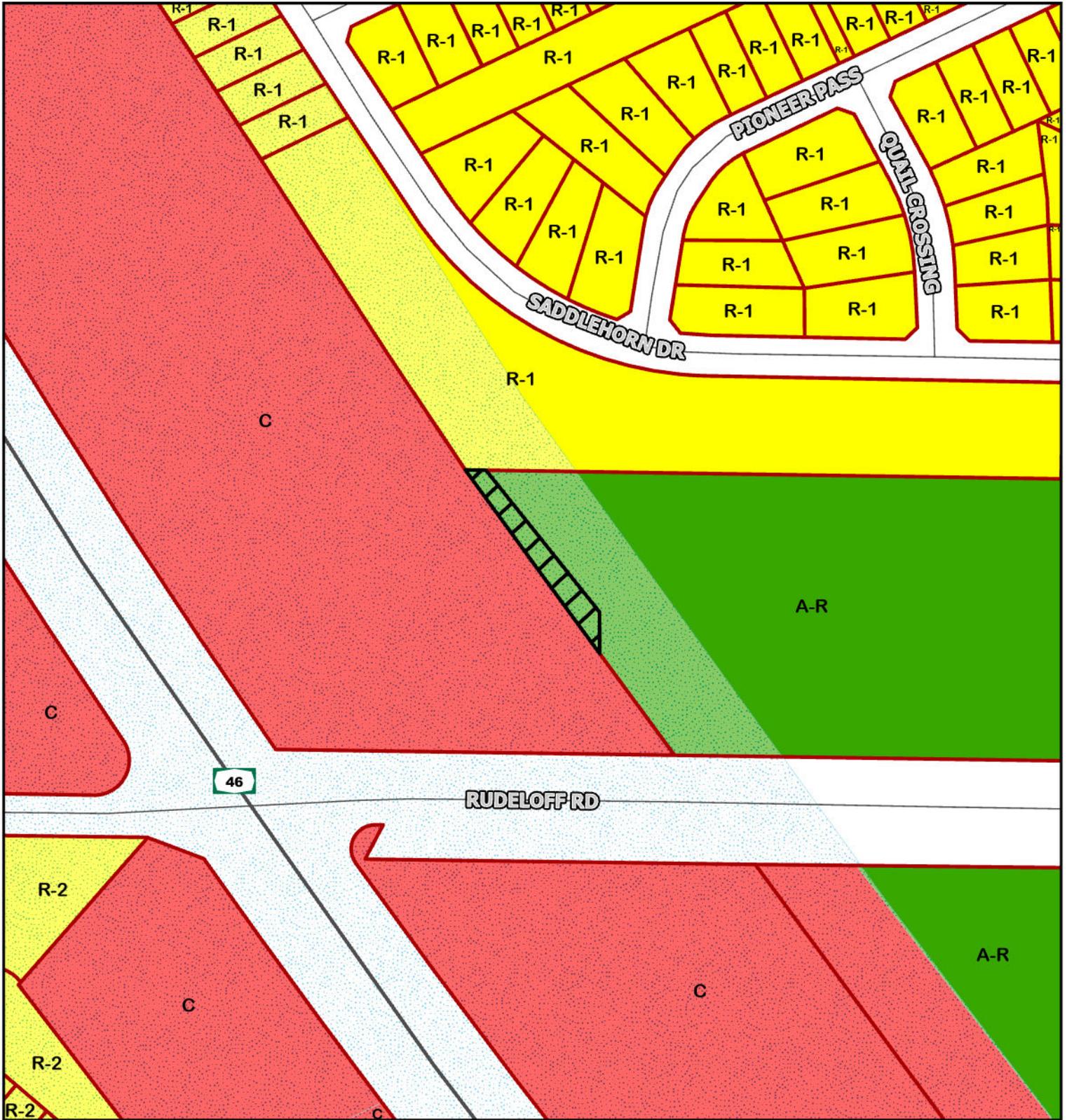
- 200' Buffer
- Parcel
- Site Location

1 inch = 167 feet

Printed: 12/11/2025

ZONING MAP

ZC 02-26 near NE corner of SH 46 & Rudeloff Rd



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	
Duplex 2	MultiFamily 2	Public	ROW	
Industrial	MultiFamily 3	Planned Unit Development	Suburban Residential	

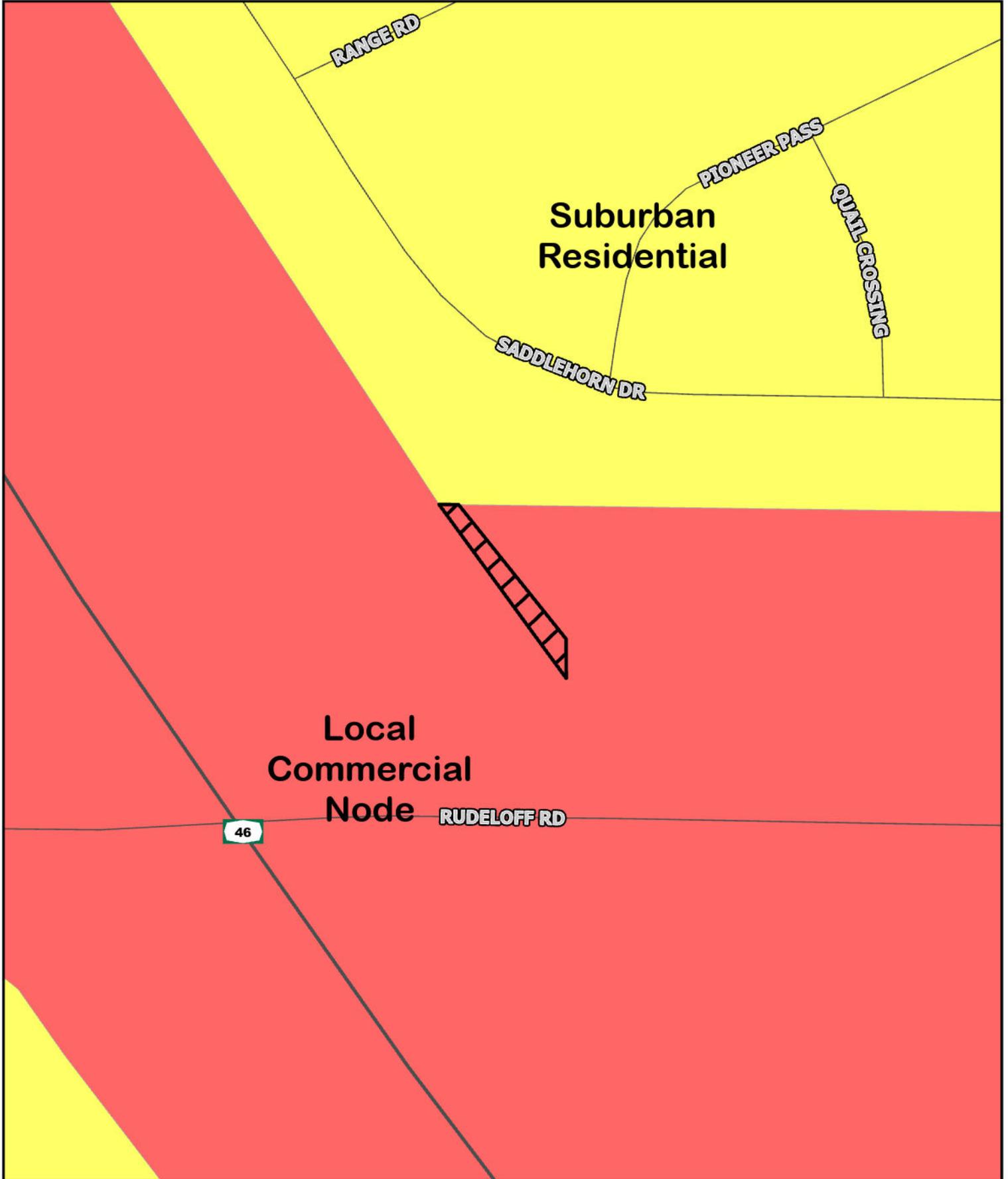
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Site Location
 Parcel

1 inch = 167 feet

Printed: 1/2/2026

FUTURE LAND USE MAP ZC 02-26 near NE corner of SH 46 & Rudeloff Rd



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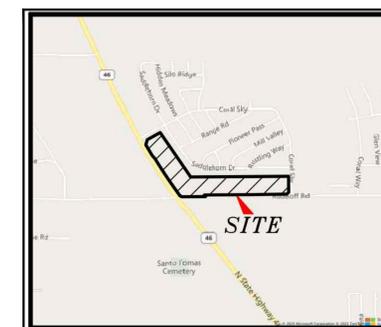
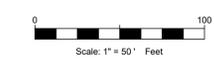
Site Location



Parcel

1 inch = 167 feet

Printed: 1/2/2026



VICINITY MAP
N.T.S.



EXISTING ZONING = COMMERCIAL

EXISTING ZONING = AG
PROPOSED ZONING - COMMERCIAL

+/- 0.18 ACRES AREA TO BE REZONED TO COMMERCIAL

APPROXIMATE HWY 46 EXPANSION ROW LINE

PROPOSED AIR/VAC

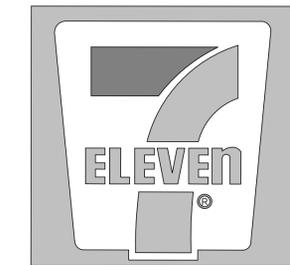
PROPOSED ABOVE GROUND DETENTION POND FOR ILLUSTRATIVE PURPOSE ONLY

SITE DATA SUMMARY TABLE

SITE ACREAGE:	±1.68 ACRES
PROPOSED USE:	7-11
EXISTING ZONING:	AG
PROPOSED ZONING:	COMMERCIAL
BUILDING AREA:	4,816 S.F.
REGULAR PARKING PROVIDED:	34 SPACES



NO.	DATE	DESCRIPTION	BY
1	12-03-25	1st CITY SUBMITTAL	KK
2	.	.	.
3	.	.	.
4	.	.	.
5	.	.	.
6	.	.	.
7	.	.	.
8	.	.	.
9	.	.	.
10	.	.	.



SITE PLAN
7-11
SH46 AND RUDELOFF ROAD
CITY OF SEGUIN
TEXAS
ANTONIO MARIA ESNURIZAR SURVEY

T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com
W: triangle-engr.com | O: 1782 W. McDermott Drive, Allen, TX 75013

Planning	Civil Engineering	Construction Management			
P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
XX	XX	XX-XX-XX	SEE SCALE BAR	109-25	C-3.0

TX. P.E. FIRM #11525

CITY OF SEGUIN

ORDINANCE NO. _____

COUNTY OF GUADALUPE

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
NUMBER 884 OF THE CITY OF SEGUIN, TEXAS,
TO REASSIGN ZONING FOR PROPERTY CURRENTLY ZONED AGRICULTURAL
RANCH FOR PROPERTY LOCATED NEAR THE NORTHEAST CORNER OF SH 46
AND RUDELOFF RD., PROPERTY ID 121704 MORE FULLY DESCRIBED IN
EXHIBIT A ATTACHED,**

(ZC 02-26)

WHEREAS, the property located at near the Northeast corner of SH 46 and Rudeloff Rd., more fully described in Exhibit A attached hereto and incorporated herein for all purposes (hereinafter "Property") is currently zoned Agricultural Ranch (A-R) and

WHEREAS, the City of Seguin has determined that the designation of said property from Agricultural Ranch (A-R) to Commercial (C) 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 Commercial (C) be approved; and

WHEREAS, the City Council has received the report of the Planning and Zoning Commission and conducted a public hearing thereon as required by law; and

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

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

1. Ordinance Number 884 is hereby amended by changing the zoning designation for said property from Agricultural Ranch (A-R) to Commercial (C) and
2. The Planning and Zoning Director of the City of Seguin are hereby directed to reflect the herein described changes on the zoning map of the City.

PASSED AND APPROVED on the first reading this 3rd day of February 2026.

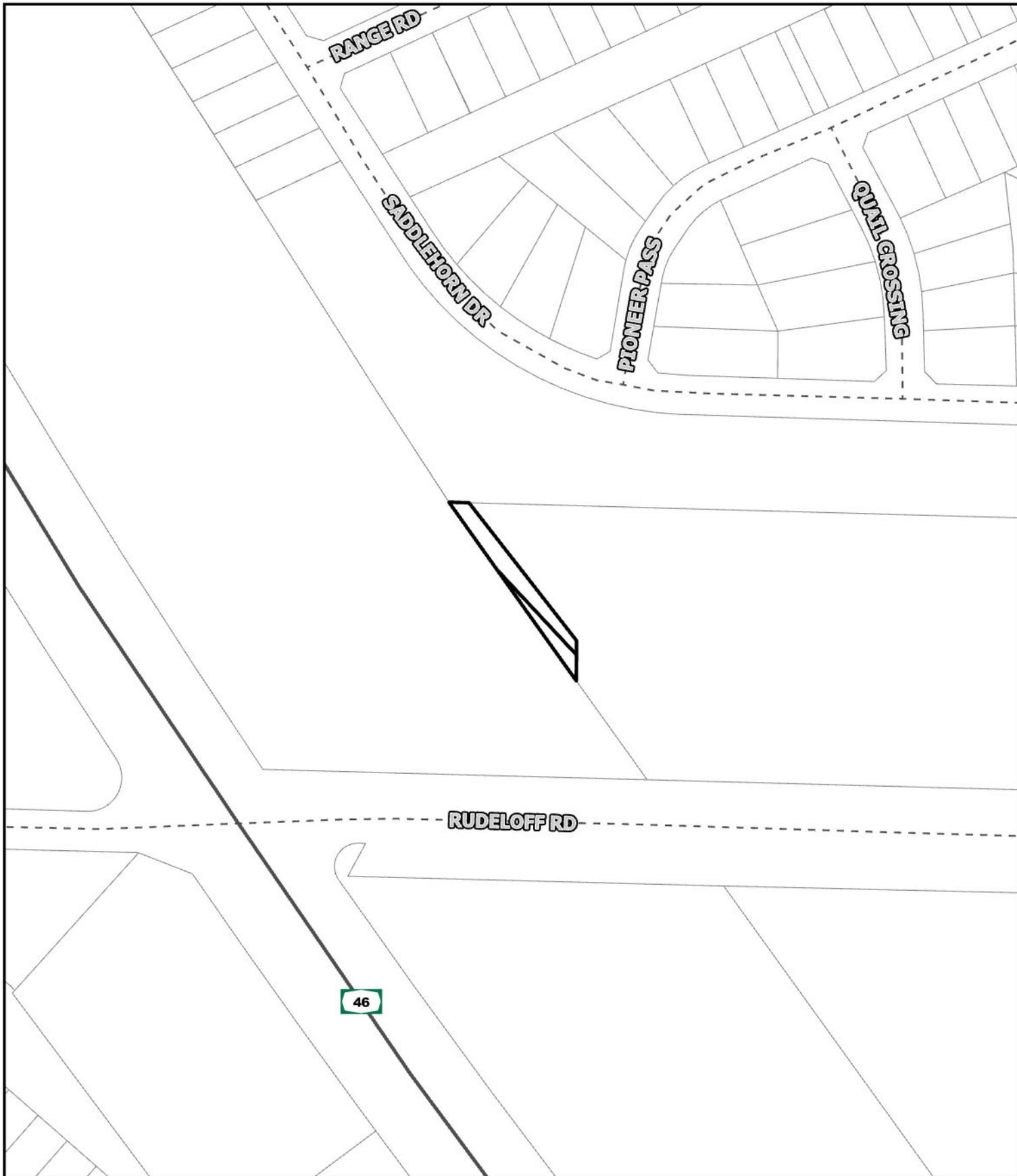
PASSED AND APPROVED on the second reading this 17th day of February 2026.

Donna Dodgen, Mayor

ATTEST:

Kristin Mueller, City Secretary

EXHIBIT A

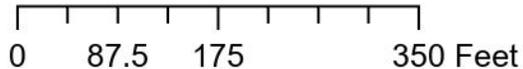


ZC 02-26 near NE corner of SH 46 & Rudeloff Rd

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Site



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