City of Seguin

210 E. Gonzales Street
Seguin TX, 78155

Public & Virtual Meeting Agenda

City Council

Tuesday, September 2, 2025 | **5:30 PM** | **Council Chambers**

This meeting can be viewed live at:

https://cityofseguintx.granicus.com/MediaPlayer.php?publish_id=324129c4-c5e4-4228-8884-8a6d8f0ba2a3

1. Call to Order

2. Invocation - Hospice Chaplain Emmanuel Carpenter

3. Pledge of Allegiance/Salute to the Texas Flag

4. Roll Call

5. Hearing of Residents:

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

6. Presentation

a. 25-482 Introduction of Seguin ISD Superintendent Dr. Jack Lee. - Mayor Donna Dodgen

b. 25-511 Presentation by the U.S. Small Business Administration, Office of Disaster Recovery and Resilience, regarding low-interest disaster loan programs available to Texas businesses, nonprofits, homeowners affected by the July 2-18, 2025 severe storms, straight-line winds, and flooding (Texas Disaster Declaration 21174). - Anna Núñez, Public Information Officer, Office of Disaster Recovery and Resilience, U.S. SBA

c. 25-501 City of Seguin Financial Reports for the Nine Months Ended June 30, 2025. - Susan Caddell, Director of Finance

Attachments: June 30, 2025 financials

June 30, 2025 Power Point

7. Consent Agenda

a. 25-518 Minutes of the August 13, 2025 City Council Workshop and the August 19, 2025 City Council Regular Meeting.

Attachments: CC MINUTES.08132025

CC MINUTES 08192025

b. 25-519 Check Report August 16, 2025 through August 26, 2025.

Attachments: Check Report 08162025 - 08262025

c. 25-520 Board and/or Commission Appointments. - Donna Dodgen, Mayor
a. Guadalupe Regional Medical Center Board of Managers

Attachments: Board Appointment - Beverly Isaiah-Bermudez - GRMC - 09022025

Resume. BeverlyIsaiah-Bermudez.GRMCBoard.JointAppointee_Redacted

GRMC Board of Managers_Redacted

d. 25-502 Approval of Quarterly Investment Report for Quarter Ended June 30, 2025. - Susan Caddell, Director of Finance

Attachments: Investment Report for 063025 memo

June 30, 2025 city

e. 25-505 Resolution approving an increase to Purchase Order #25672 in the amount of $20,000 for uniform purchases; and declaring an effective date. - Dale Skinner, Fire/EMS Chief

Attachments: Council Memo Purchase Order Increase

Resolution Uniform Store August 2025

Uniform Purchase Order

f. 25-481 Resolution authorizing the city manager to execute an Interlocal Agreement between the Guadalupe Regional Medical Center, Guadalupe County and the City of Seguin for the provision of indigent health care; and providing and effective date. - Mark Kennedy, City Attorney

Attachments: Indigent Care Resolution 25-26

GRMC City Council Indigent Agreement 25-26 Draft

g. 25-503 Resolution ratifying the cost of an emergency pump and motor replacement for city high service pump #5 and approving the repair of industrial high service Pump #3; and declaring an effective date. - Timothy Howe, Director of Utilities

Attachments: Council Memo Pump and Motor and Motor Repair
Resolution (Ratify.Emergency.Purchase)
Austin Armature Quote for Pump #5
Austin Armature Quote for Pump #3

h. 25-506 Resolution authorizing the purchase of a half-ton pick-up truck for the Police Department. - Kate McCloud, Grants Administrator

Attachments: 26 CC MVPCA Truck Memo
Resolution MVCPA Grant -truck purchase
Griffith Ford Quote
Red McCombs Quote
Bluebonnet Ford Quote
Award Letter

i. 25-510 Resolution approving the disposal of Watchguard equipment and authorizing its sale through GovDeals, and providing for use of proceeds. - Marcos Martinez, Police Lieutenant

Attachments: Watchguard Disposal Request Memo
Watchguard Disposal Resolution
Exhibit A OVERVIEW_WatchGuard Decommission Auction Inventory_0708202
Exhibit B PARTS LIST_WatchGuard Decommission Auction Inventory_0708202
Disposal of Asset form - PD Watchguard Parts 07082025

j. 25-492 Authorize the purchase of three 2026 Toyota Camrys for Police Department - CID from Silsbee Toyota in the amount of $98,808, effective upon approval. - Steven Purchase, Fleet Manager

Attachments: Council Coversheet 2025 Police CID
CITY OF SEGUIN CAMRY 2559 HYBRID TIPS 080525

k. 25-509 Authorize the purchase of two F750 Crew Trucks for Water Utilities Department from Cavender Grande Ford/Cobalt in the amount of $596,320 ($298,160.00 each), effective upon approval. - Steven Purchase, Fleet Manager

Attachments: Council Coversheet Water Crew Trucks 9-2-25
Water Utility Med-Crew Quote 9-2-25

I. 25-446 Ordinance on second reading amending the Seguin Code of Ordinances, Appendix C - Fee Schedule, relevant portions of Chapter 66-Library and Chapter 74-Parks and Recreation; providing for a severability clause; declaring an effective date; preparing this ordinance for publication; and authorizing City staff to submit this ordinance as a supplement to the Seguin Code of Ordinances. - Silvia Christy, Library Director; Jack Jones, Director of Parks and Recreation; and Bruce Allen, Golf Course Manager

Attachments: Fees Ordinance (CHs 66.74)
Landa Park Golf Course Current Rates
Comparisons of the rental fees at the Coliseum with rental fees of nearby faciliti
Memo Library fee schedule
Memo for proposed Parks, Golf, and Seguin Events Complex fee changes 2025

8. Action Items - Discussion and Possible Motion to Approve

a. 25-499 Public Hearing on FY2026 Budgets. - Susan Caddell, Director of Finance
a. General Fund
b. Debt Service Fund
c. Special Revenue Fund
d. Utility Fund

b. 25-498 Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding year. - Susan Caddell, Director of Finance

c. 25-494 Ordinance on first reading adopting the 2025-26 Fiscal Year General Fund Budget and making appropriation in accordance with said budget for the period beginning the first day of October 2025 and ending the last day of September 2026; appropriating money to a sinking fund to pay interest and principal due on the City's indebtedness; providing for the effective date of this ordinance; and providing for the publication of this ordinance. - Susan Caddell, Director of Finance

Attachments: General Fund 2026

d. 25-495 Ordinance on first reading adopting the 2025-26 Fiscal Year Utility Fund Budget and making appropriation in accordance with said budget for the period beginning the first day of October 2025 and ending the last day of September 2026; appropriating money to a sinking fund to pay interest and principal due on the City's indebtedness; providing for the effective date of this ordinance; and providing for the publication of this ordinance. - Susan Caddell, Director of Finance

Attachments: Utility Fund 2026

e. 25-496 Ordinance on first reading adopting the 2025-26 Fiscal Year Special Revenue Fund Budget and making appropriation in accordance with said budget for the period beginning the first day of October 2025 and ending the last day of September 2026; appropriating money to a sinking fund to pay interest and principal due on the City's indebtedness; providing for the effective date of this ordinance; and providing for the publication of this ordinance. - Susan Caddell, Director of Finance

Attachments: Special Revenue 2026

f. 25-497 Ordinance on first reading adopting the 2025-26 Fiscal Year Debt Service Fund Budget and making appropriation in accordance with said budget for the period beginning the first day of October 2025 and ending the last day of September 2026; appropriating money to a sinking fund to pay interest and principal due on the City's indebtedness; providing for the effective date of this ordinance; and providing for the publication of this ordinance. - Susan Caddell, Director of Finance

Attachments: Debt Service Fund 2026

g. 25-500 Ordinance on first reading levying a tax rate of $0.5135 per $100 valuation for the City of Seguin for the tax year 2025; providing for the effective date of this ordinance; and providing for the publication of this ordinance. - Susan Caddell, Director of Finance

Attachments: Tax Ordinance-2026

h. 25-476 Public Hearing and Ordinance on first reading to consider amendments to the City of Seguin's Unified Development Code Section 3.4.3 Land Use Matrix to add "short-term rental" as a new use, and Chapter 7 (Definitions) to add a definition for a short-term rental. - Pamela Centeno, Director of Planning and Codes

Attachments: CC Memo_UDC_STR_addition_July2025

Ordinance_Short-term Rentals_2025

Planning Commission Report_STR Amendments.pdf

i. 25-504 Public Hearing and Ordinance on first reading to consider amendments to the Seguin Code of Ordinances, Chapter 22- Businesses, to add Article XI, Short Term Rentals, and adding associated licensing and inspection fees for short-term rentals to Appendix C, Fee Schedule. - Pamela Centeno, Director of Planning and Codes.

Attachments: CC Memo_ShortTermRentalsOrdinance

CC Ordinance_Ch22_ArtXI_Short_term_Rentals_2025

j. ZC 18-25_CC

Public Hearing and Ordinance on first reading to consider a zoning change from Single-Family Residential (R-2) to Public (P) for the property located at the 15000 block of FM 725, Property ID: 58175, (ZC 18-25). - Pamela Centeno, Director of Planning and Codes.

Attachments: Staff Memo ZC 18_25.docx
ZC 18-25 Ordinance
ExhibitA_CC.pdf
Planning Commission Report and agenda packet.pdf
Planning Commission Report and agenda packet.pdf
Planning Commission Report and agenda packet.pdf
Planning Commission Report and agenda packet.pdf
Planning Commission Report and agenda packet.pdf

k. 25-521

Ordinance on first reading amending Code of Ordinances, Appendix C - Fee Schedule, Chapter 86, Solid Waste, Article II, Garbage and Article IV, Curbside Recycling; providing a severability clause, and an effective date. - Mark Kennedy, City Attorney

Attachments: Waste Connections CPI Adjustment - Effective October 1, 2025
Ordinance.WasteConnections.CPI Rate Increase.2025

l. 25-522

Resolution setting a Public Hearing for the creation of a Tax Increment Reinvestment Zone. - Steve Parker, City Manager

Attachments: Resolution

m. 25-485

Resolution approving updates to the City's Purchasing Policy to incorporate threshold increases and clarification in accordance with Bill 1173. - Ashley Bruns, Purchasing Manager

Attachments: Memo
Resolution
SB 01173
City of Seguin Purchasing Policy Final Draft 8.25.25 (1)

n. 25-493

Resolution awarding the bid for the construction of the Geronimo Creek Pipeline Project to Cash Construction Co. Inc.; and declaring an effective date. - Timothy Howe, Director of Utilities

Attachments: Council Memo 9-02-2025
Resolution 9-02-2025
Bid Recommendation - Ger Creek Pipeline Project

o. 25-507 Resolution authorizing the approval of hot mix contracts to Texas Materials (primary) and Brauntex Materials (secondary) in New Braunfels as suppliers; and declaring an effective date. - Adam Rossing, Director of Public Works.

Attachments: HMAC Award 9-2-25
Resolution (Asphalt.Brauntex.Texas)
HOT MIX INVITATION FOR BIDS 9-2-25
Brauntex Materials Bid 9-2-25
Unofficial Bid Tab 9-2-25 AGENDA

p. 25-508 Resolution approving Westhill Paving, Inc. and Guerra Underground, LLC being awarded the Indefinite Delivery Indefinite Quantity Contract in the amount of $900,000 for 2025/26; and declaring an effective date. - Adam Rossing, Director of Public Works.

Attachments: IDIQ memo 9-2-25
Resolution (IDIQ.Westhill.Guerra)
Unofficial Bid Tab IDIQ 9-2-25
Westhill Paving Bid 9-2-25
Guerra Underground 9-2-25

q. 25-489 Discussion and possible action to adopt revised Council Meeting Procedures, updating meeting types, agenda submission deadlines, citizen comment rules, and decorum provisions. - Mark Kennedy, City Attorney

Attachments: Council Meeting Procedures - Working Copy (mdk.marked)(2nd.Draft)

r. 25-517 Discussion and possible direction regarding the State of the City Address to be held on Tuesday, September 30, 2025. - Steve Parker, City Manager

9. Closed Session

In accordance with Texas Government Code, Subchapter D, Section 551, the City Council may convene in a closed session to discuss any of the following items, any final action or vote taken will be in public:

a. 25-516 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.
To deliberate the offer of a financial or other incentive to a business prospect.
- Project Vast

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

11. Adjournment

CERTIFICATE

I certify that the above notice of meeting was posted in the outside display case at the front of the Municipal Building, 210 E. Gonzales Street of the City of Seguin, Texas on the 26th day of August 2025 at 5:00 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.

SEGUIN
TEXAS

It's real.

Date: August 22, 2025

To: Mayor and City Councilmembers
Steve Parker, City Manager

From: Susan Caddell
Director of Finance

Subject: Financial Reports for Nine Months Ended June 30, 2025

Attached you will find financial reports for the General, Utility, Coliseum, and Seguin Events Complex for the nine months ended June 30, 2025.

The first report is the Income Statement for the General Fund on a budgetary comparison. We have collected 88.6% of our budgeted revenues.

- Property Tax is 99.8% of budget.
- State/Federal Government Grants are 184.5% of budget. We received more grants than anticipated.
- Sales Tax is 78.3% of budget.
- Interest Revenue is 123.9% of budget. Interest rates are higher than anticipated.
- Miscellaneous Revenue is 115.6% of budget. We bill annually for alarm permits at the beginning of the fiscal year, which takes up a large portion of this revenue.
- Private Source Donations is 117.2% of budget. This includes donations from the Friends of the Library or the Library Foundation.
- Lease Revenues is 115% of budget. We receive the annual payment for Sprint Tower lease in the first quarter. It was higher than anticipated.

Expenditures are 74.8% of budget.

- Non-Departmental is 93.8% of budget. This is due to paying half of the indigent care amount in October in the amount of $1,356,491.97. In addition, the entire amount of budgeted transfers of $6,144,335 to General Fund Capital Projects has been transferred. Finally, as we collect our property tax revenue, the debt service portion of the property tax is transferred to the General I&S Fund.

The next report is the Income Statement for the General Fund as compared to FY24. Our revenue increased by $3,096,843 or 6.9% from this time last year.

- Property Taxes are up by $1,775,416 or 8.8%.
- Building Permits are up by $674,785 or 30.9%.
- User Fees are up by $200,056 or 5.4%. These are the fees Utility Fund pays to the General Fund and are based upon the electric, water and sewer revenues.

Our expenditures have increased by $5,320,780 or 13.3% from this time last year.

- Police Department increased by $617,230 largely due to the increase in salaries and benefits.
- Fire is up by $679,468 also largely due to an increase in salaries and benefits.
- Public Works has increased by $227,303 or 14.1%. This is also due to an increase in salaries and benefits, but also two other factors. This year, we have contracted with an engineering firm for pavement assessment services. We have also spent more in Streets Maintenance from this same period last year.
- Non-Departmental increased by $3,110,149. Transfers to General Fund Capital Projects increased by $1,719,001. Transfers to General I&S Fund have increased by $1,139,352. This coincides with the increase in Property Tax revenue. In addition, the indigent health care payment increased by $76,232.

The next report is the Income Statement for the Utility Fund on a budgetary comparison. We have collected 76.4% of our budgeted revenues.

- Electric Revenue is 74% of budget.
- Water Revenue is 75.1% of budget.
- Sewer Revenue is 82.1% of budget.
- Interest Revenue is 105.7% of budget. Interest rates are higher than anticipated.
- Lease Revenues are 205.3% of budget. This is the lease payment we receive from Wells Fargo.

Expenditures for the Utility Fund are 73.3% of budget.

- Non-Departmental is 76.1% of the budget. This is due to the fact the entire amount of budgeted transfer of $6,011,961 to Utility Fund Capital Projects was transferred at the beginning of the year.

The next report is the Income Statement for the Utility Fund as compared to FY24. Our revenue has increased by $4,267,194 or 8.9%.

- Electric Revenue is up by $1,995,973 or 8.8%. The number of customers has increased by 7.2% while consumption has increased by 10.1%.
- Water Revenue is up by $1,203,710 or 9%. The number of customers has increased by 5.5% while consumption has increased by 2%.
- Sewer Revenue is up by $1,358,673 or 13.8%. The number of customers has increased by 11.5%.

Expenditures have decreased by $2,312,205 or 4%.

- Electric Distribution has decreased by $1,255,795 largely due to an decrease in the wholesale power costs.
- Water Plant has increased by $208,449 due to an increase in the payments to SSLGC for water purchased. This coincides with the increase in water revenue.
- Water/Sewer has increased by $619,287 largely due to an increase in the Street Repairs due to maintenance of the water mains.
- Non-Departmental has decreased by $2,431,994. Transfers to Utility Fund Capital Projects has decreased by $1,257,871. Transfers to Utility I&S has decreased by $1,104,937. We have used more Impact Fees to pay the debt service payments.

The next reports are income statements compared to budget and prior year for the Coliseum Fund and Seguin Events Complex. In the past, I have included the statements for the Golf Fund, but due to the fact the course is shut down for the season, I will not be presenting reports for the Golf Course this year. Net revenues have increased in the Coliseum Fund by $47,063 from FY24. This was largely due to the fact a scissor lift was purchased last fiscal year for $21,778, which was not included in this fiscal year's expenditures. Net revenues have decreased in the Seguin Events Complex by $43,668 from FY24. This is largely due to the reconciliation of deposits in FY24 which was included in Miscellaneous Revenue, which was for $49,417.

The next reports detail more information about the sales tax revenue. Sales tax is down slightly for the year by 1.33%. This was due to the large audit payment we received in May of 2024 in the amount of $739,993. If this was taken out of the equation, we would be ahead in sales tax by 5.8%.

The next several pages include our current grant portfolio and those that are pending award notification. Some grants have carried over from one year to the next.

Finally, you will find the last two pages for our Hotel Occupancy Tax Collections. We are down from this time last year by $10,936.04, or 1.1%.

Please let me know if you have any questions or would like additional information provided.

FY2025 INCOME STATEMENT-GENERAL FUND

For the Nine Months Ended June 30, 2025

	FY 2024-25 Actual 06/30/25	FY 2024-25 Budget	Variance Pos. (Neg)	% of Budget
001 - GENERAL FUND REVENUE				
3110 - Property Tax	21,850,906	21,905,000	(54,094)	99.8%
3180 - Franchise Taxes	909,476	1,525,380	(615,904)	59.6%
3210 - Building Permits	2,859,269	3,235,000	(375,731)	88.4%
3220 - Other Licenses & Permits	27,580	4,000	23,580	689.5%
3310 - Interlocal Agreement	905,706	1,101,174	(195,468)	82.2%
3340 - State/Federal Gov. Grants	236,483	128,148	108,335	184.5%
3350 - Sales Tax	10,799,829	13,800,000	(3,000,171)	78.3%
3350 - Other State Gov. Shared Revenue	111,814	175,000	(63,186)	63.9%
3410 - Charges for Services	54,000	72,000	(18,000)	75.0%
3420 - Public Safety	1,281,344	1,500,000	(218,656)	85.4%
3440 - Sanitation Revenues	2,101,867	2,630,000	(528,133)	79.9%
3450 - Health	95,848	110,000	(14,152)	87.1%
3470 - Culture and Recreation	296,773	432,000	(135,227)	68.7%
3510 - Municipal Court	465,812	565,700	(99,888)	82.3%
3520 - Library	19,813	21,000	(1,187)	94.3%
3610 - Interest Revenues	967,066	780,529	186,537	123.9%
3620 - Miscellaneous Revenues	916,933	793,304	123,629	115.6%
3630 - Lease Revenues	15,741	13,688	2,053	115.0%
3650 - Private Source Donations	117,163	100,000	17,163	117.2%
3700 - User Fees	3,921,257	5,228,342	(1,307,085)	75.0%
3910 - Intragovernmental Trnsfrs	12,229	14,000	(1,771)	87.4%
Revenue Totals	**47,966,906**	**54,134,265**	**(6,167,359)**	**88.6%**
001 - GENERAL FUND EXPENDITURES				
10 - General Government	90,496	138,244	47,748	65.5%
11 - City Manager	249,559	355,271	105,712	70.2%
12 - Finance	813,562	1,073,402	259,840	75.8%
14 - Legal and Judicial	372,651	519,924	147,273	71.7%
16 - Police	8,441,673	12,180,017	3,738,344	69.3%
17 - Fire	7,491,209	11,539,242	4,048,033	64.9%
18 - Animal Services	524,842	798,343	273,501	65.7%
21 - Planning	1,717,584	2,755,974	1,038,390	62.3%
22 - City Secretary	129,305	175,517	46,212	73.7%
23 - Human Resources	327,936	486,637	158,701	67.4%
24 - Public Works Department	1,837,567	2,818,522	980,955	65.2%
25 - Vehicle Maintenance	479,833	780,090	300,257	61.5%
26 - Engineering/Capital Projects	351,377	556,801	205,423	63.1%
27 - Brush Department	451,990	685,623	233,633	65.9%
28 - Downtown & Main St. Prog.	183,306	273,029	89,723	67.1%
29 - Facilities	247,205	421,099	173,894	58.7%
31 - Public Library	1,408,688	1,957,764	549,076	72.0%
34 - Parks and Recreation	1,979,260	2,985,402	1,006,142	66.3%
87 - Information Technologies	976,381	1,561,424	585,043	62.5%
89 - City Attorney	170,056	254,637	84,581	66.8%
90 - Non-Departmental	16,934,960	18,046,351	1,111,391	93.8%
Expenditure Totals	**45,179,441**	**60,363,312**	**15,183,871**	**74.8%**
Net Revenues (Expenditures)	**2,787,465**	**(6,229,047)**	**9,016,511**	

FY2025 INCOME STATEMENT

Prior vs. Actual - General Fund

For the Nine Months Ended June 30, 2025 and June 30, 2024

	FY 2024-25 Actual 06/30/25	FY 2023-24 Actual 06/30/24	Variance Pos. (Neg)	% Variance Pos. (Neg.)
001 - GENERAL FUND REVENUE				
3110 - Property Tax	21,850,906	20,075,490	1,775,416	8.8%
3180 - Franchise Taxes	909,476	905,296	4,180	0.5%
3210 - Building Permits	2,859,269	2,184,483	674,785	30.9%
3220 - Other Licenses & Permits	27,580	7,160	20,420	285.2%
3310 - Interlocal Agreement	905,706	733,937	171,769	23.4%
3340 - State/Federal Gov. Grants	236,483	163,696	72,786	44.5%
3350 - Sales Tax	10,799,829	10,945,431	(145,602)	-1.3%
3350 - Other State Gov. Shared Revenue	111,814	113,803	(1,989)	-1.7%
3390 - Local Grants & Contribut.	0	158	(158)	-100.0%
3410 - Charges for Services	54,000	54,000	0	0.0%
3420 - Public Safety	1,281,344	1,136,452	144,892	12.7%
3440 - Sanitation Revenues	2,101,867	1,953,161	148,706	7.6%
3450 - Health	95,848	98,484	(2,636)	-2.7%
3470 - Culture and Recreation	296,773	295,435	1,338	0.5%
3510 - Municipal Court	465,812	456,002	9,809	2.2%
3520 - Library	19,813	18,059	1,753	9.7%
3610 - Interest Revenues	967,066	1,037,801	(70,735)	-6.8%
3620 - Miscellaneous Revenues	916,933	851,834	65,098	7.6%
3630 - Lease Revenues	15,741	13,688	2,053	15.0%
3650 - Private Source Donations	117,163	92,733	24,430	26.3%
3700 - User Fees	3,921,257	3,721,201	200,056	5.4%
3910 - Intragovernmental Trnsfrs	12,229	11,757	473	4.0%
Revenue Totals	**47,966,906**	**44,870,063**	**3,096,843**	**6.9%**
001 - GENERAL FUND EXPENDITURES				
10 - General Government	90,496	92,916	2,420	2.6%
11 - City Manager	249,559	218,033	(31,526)	-14.5%
12 - Finance	813,562	676,582	(136,980)	-20.2%
14 - Legal and Judicial	372,651	336,453	(36,198)	-10.8%
16 - Police	8,441,673	7,824,443	(617,230)	-7.9%
17 - Fire	7,491,209	6,811,741	(679,468)	-10.0%
18 - Animal Services	524,842	484,951	(39,891)	-8.2%
21 - Planning	1,717,584	1,796,824	79,240	4.4%
22 - City Secretary	129,305	109,737	(19,568)	-17.8%
23 - Human Resources	327,936	304,904	(23,032)	-7.6%
24 - Public Works Department	1,837,567	1,610,264	(227,303)	-14.1%
25 - Vehicle Maintenance	479,833	523,965	44,132	8.4%
26 - Engineering/Capital Projects	351,377	333,933	(17,444)	-5.2%
27 - Brush Department	451,990	437,543	(14,447)	-3.3%
28 - Downtown & Main St. Prog.	183,306	173,917	(9,389)	-5.4%
29 - Facilities	247,205	262,403	15,198	5.8%
31 - Public Library	1,408,688	1,234,683	(174,005)	-14.1%
34 - Parks and Recreation	1,979,260	1,767,389	(211,871)	-12.0%
87 - Information Technologies	976,381	882,357	(94,024)	-10.7%
89 - City Attorney	170,056	150,812	(19,244)	-12.8%
90 - Non-Departmental	16,934,960	13,824,811	(3,110,149)	-22.5%
Expenditure Totals	**45,179,441**	**39,858,661**	**(5,320,780)**	**-13.3%**
Net Revenues (Expenditures)	**2,787,465**	**5,011,402**	**(2,223,937)**	

FY2025 INCOME STATEMENT-UTILITY FUND

For the Nine Months Ended June 30, 2025

Account Number	Account Name	FY 2024-25 Actual 06/30/25	FY 2024-25 Budget	Variance Pos. (Neg)	% of Budget
002 - UTILITY FUND REVENUE					
3410 - Charges for Services		346,194	562,686	(216,492)	61.5%
3430 - Electric Revenue		24,645,418	33,283,550	(8,638,132)	74.0%
3432 - Water Revenue		14,527,632	19,332,790	(4,805,158)	75.1%
3434 - Sewer Revenue		11,192,422	13,635,500	(2,443,078)	82.1%
3480 - Other Charges		582,057	550,000	32,057	105.8%
3610 - Interest Revenues		529,013	500,500	28,513	105.7%
3620 - Miscellaneous Revenues		440,695	574,500	(133,805)	76.7%
3630 - Lease Payments		86,550	42,150	44,400	205.3%
3700 - User Fees		32,250	43,000	(10,750)	75.0%
4 - Revenue Totals:		**52,382,231**	**68,524,676**	**(16,142,445)**	**76.4%**
002 - UTILITY EXPENDITURES					
44 - Utility Billing		516,486	741,731	225,245	69.6%
45 - Utility Administration		385,530	685,285	299,755	56.3%
46 - Administrative Services		1,399,295	2,008,055	608,760	69.7%
47 - Electric Distribution		17,599,036	23,417,966	5,818,930	75.2%
48 - Utility Services		1,442,246	2,176,582	734,336	66.3%
49 - Engineering/Capital Projects		966,547	1,490,631	524,084	64.8%
56 - Water Plant		5,165,758	7,301,948	2,136,190	70.7%
57 - Water/Sewer		5,314,165	7,351,822	2,037,657	72.3%
65 - Geronimo Creek WWTP		337,833	545,500	207,667	61.9%
66 - Walnut Branch WWTP		1,259,718	1,705,841	446,123	73.8%
80 - Economic Development		470,424	647,856	177,432	72.6%
81 - Facilities		909,427	1,455,190	545,763	62.5%
87 - Information Technologies		1,093,421	1,665,292	571,871	65.7%
89 - City Attorney		255,044	364,146	109,102	70.0%
90 - Non-Departmental		18,324,138	24,088,887	5,764,749	76.1%
Expenditure Totals:		**55,439,067**	**75,646,734**	**20,207,666**	**73.3%**
Net Revenues (Expenditures)		**(3,056,836)**	**(7,122,058)**	**4,065,221**	

FY2025 Income Statement
Prior vs. Actual - Utility Fund

For the Nine Months Ended June 30, 2025 and June 30, 2024

Account Number	Account Name	FY 2024-25 Actual 06/30/25	FY 2023-24 Actual 06/30/24	Variance Pos. (Neg)	% Variance Pos. (Neg.)
002 - UTILITY FUND REVENUE					
3410 - Charges for Services		346,194	273,659	72,535	26.5%
3430 - Electric Revenue		24,645,418	22,649,444	1,995,973	8.8%
3432 - Water Revenue		14,527,632	13,323,922	1,203,710	9.0%
3434 - Sewer Revenue		11,192,422	9,833,749	1,358,673	13.8%
3480 - Other Charges		582,057	416,656	165,401	39.7%
3610 - Interest Revenues		529,013	796,598	(267,584)	-33.6%
3620 - Miscellaneous Revenues		440,695	702,209	(261,514)	-37.2%
3630 - Lease Payments		86,550	0	0	NA
3700 - User Fees		32,250	32,250	0	0.0%
4 - Revenue Totals:		**52,382,231**	**48,028,487**	**4,267,194**	**8.9%**
002 - UTILITY EXPENDITURES					
44 - Utility Billing		516,486	450,238	(66,248)	-14.7%
45 - Utility Administration		385,530	373,881	(11,649)	-3.1%
46 - Administrative Services		1,399,295	1,345,801	(53,494)	-4.0%
47 - Electric Distribution		17,599,036	18,854,831	1,255,795	6.7%
48 - Utility Services		1,442,246	1,422,023	(20,223)	-1.4%
49 - Engineering/Capital Projects		966,547	928,469	(38,078)	NA
56 - Water Plant		5,165,758	4,957,309	(208,449)	-4.2%
57 - Water/Sewer		5,314,165	4,694,878	(619,287)	-13.2%
65 - Geronimo Creek WWTP		337,833	320,663	(17,170)	-5.4%
66 - Walnut Branch WWTP		1,259,718	1,141,659	(118,059)	-10.3%
80 - Economic Development		470,424	368,398	(102,026)	-27.7%
81 - Facilities		909,427	932,365	22,938	2.5%
87 - Information Technologies		1,093,421	973,745	(119,676)	-12.3%
89 - City Attorney		255,044	230,880	(24,164)	-10.5%
90 - Non-Departmental		18,324,138	20,756,132	2,431,994	11.7%
Expenditure Totals:		**55,439,067**	**57,751,272**	**2,312,205**	**4.0%**
Net Revenues (Expenditures)		**(3,056,836)**	**(9,722,785)**	**6,665,949**	**-68.6%**

FY2025 -INCOME STATEMENT-COLISEUM FUND

For the Nine Months Ended June 30, 2025

	FY 2024-25 Actual 06/30/25	FY 2023-24 Budget	Variance Pos. (Neg)	% of Budget
007 - COLISEUM REVENUES				
Auditorium Rental Fees	88,675	90,000	(1,325)	98.5%
Interest Earnings	14,916	12,100	2,816	123.3%
Miscellaneous Revenue	296	0	296	0.0%
Credit Card Service Fees	606	1,000	(394)	60.6%
Transfers from Occupancy Tax	206,625	275,500	(68,875)	75.0%
Revenue Totals	**311,118**	**378,600**	**(67,482)**	**82.2%**
007 - COLISEUM EXPENDITURES				
Salaries	42,544	59,623	17,079	71.4%
Benefits	18,916	27,328	8,411	69.2%
Utilities	41,715	64,050	22,335	65.1%
Janitorial Services	32,250	43,000	10,750	75.0%
Repairs/Maintenance	21,517	55,000	33,483	39.1%
Equipment Rental	707	1,000	293	70.7%
General Supplies	7,680	43,971	36,291	17.5%
Credit Card Service Fees	1,882	4,000	2,118	47.0%
Public Relations	518	2,000	1,483	25.9%
Capital Outlay	26,741	100,000	73,259	26.7%
Expenditure Totals	**194,471**	**401,772**	**207,301**	**48.4%**
Net Revenues (Expenditures)	**116,648**	**(23,172)**	**139,819**	

FY2025 INCOME STATEMENT
Prior vs. Actual - Coliseum
For the Nine Months Ended June 30, 2025 and June 30, 2024

	FY 2024-25 Actual 06/30/25	FY 2023-24 Actual 06/30/24	Variance Pos. (Neg)	% of Budget
007 - COLISEUM REVENUES				
Auditorium Rental Fees	88,675	67,500	21,175	31.4%
Concession Income	0	3,359	(3,359)	-100.0%
Interest Earnings	14,916	14,980	(64)	-0.4%
Miscellaneous Revenue	296	57,056	(56,761)	-99.5%
Credit Card Service Fees	606	1,227	(621)	-50.6%
Transfers from Occupancy Tax	206,625	206,625	0	0.0%
Revenue Totals	**311,118**	**350,749**	**(39,630)**	**-11.3%**
007 - COLISEUM EXPENDITURES				
Salaries	42,544	41,288	(1,256)	-3.0%
Benefits	18,916	19,192	276	1.4%
Utilities	41,715	38,744	(2,971)	-7.7%
Janitorial Services	32,250	32,250	(0)	0.0%
Repairs/Maintenance	21,517	23,498	1,980	8.4%
Equipment Rental	707	495	(212)	-42.8%
General Supplies	7,680	17,860	10,180	57.0%
Credit Card Service Fees	1,882	3,021	1,139	37.7%
Education	0	850	850	100.0%
Public Relations	518	544	26	4.8%
Capital Outlay	26,741	103,422	76,681	74.1%
Expenditure Totals	**194,471**	**281,164**	**86,693**	**30.8%**
Net Revenues (Expenditures)	**116,648**	**69,585**	**47,063**	

FY2025 INCOME STATEMENT
SEGUIN EVENTS COMPLEX
For the Nine Months Ended June 30, 2025

	FY 2024-25 Actual 06/30/25	FY 2024-25 Budget	Variance Pos. (Neg)	% of Budget
020 - SEGUIN EVENTS COMPLEX REVENUES				
Rodeo Arena Rentals	19,170	20,000	(830)	95.9%
Fairgrounds Facilities Rentals	21,380	35,000	(13,620)	61.1%
Interest Earnings	3,378	3,100	278	109.0%
Miscellaneous Revenue	1,544	289	1,255	534.1%
Transfers from Occupancy Tax	68,837	91,783	(22,946)	75.0%
Revenue Totals	**114,309**	**150,172**	**(35,863)**	**76.1%**
020 - SEGUIN EVENTS COMPLEX EXPENDITURES				
Salaries	51,637	73,217	21,580	70.5%
Benefits	22,946	32,061	9,115	71.6%
Utilities	15,169	20,400	5,231	74.4%
Repairs/Maintenance	4,944	14,000	9,056	35.3%
General Supplies	4,074	13,300	9,226	30.6%
Capital Outlay	10,000	10,000	0	100.0%
Expenditure Totals	**108,769**	**162,978**	**54,209**	**66.7%**
Net Revenues (Expenditures)	**5,539**	**(12,806)**	**18,346**	

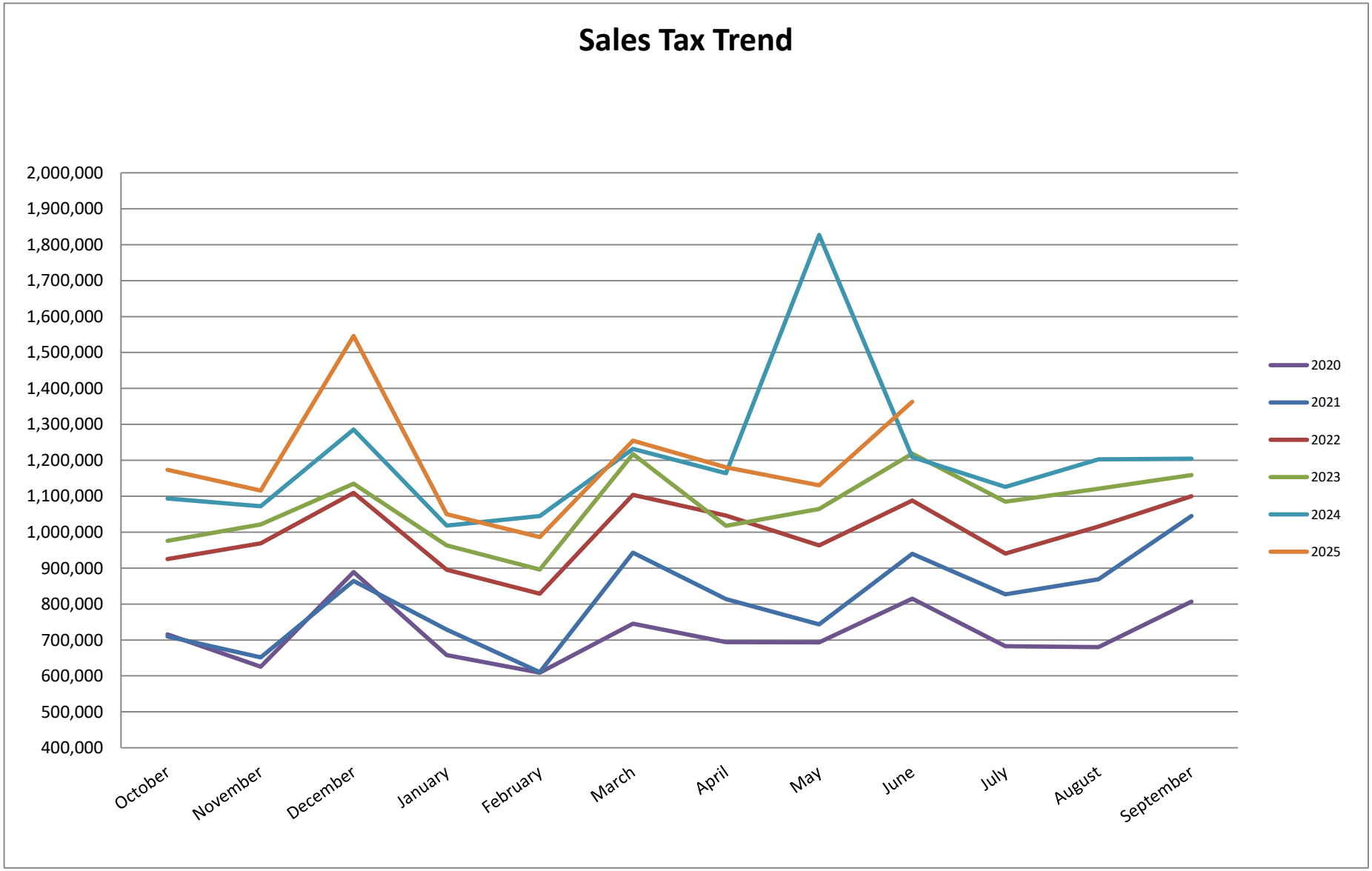
FY2025 INCOME STATEMENT
Prior vs. Actual - Seguin Events Complex
For the Nine Months Ended June 30, 2025 and June 30, 2024

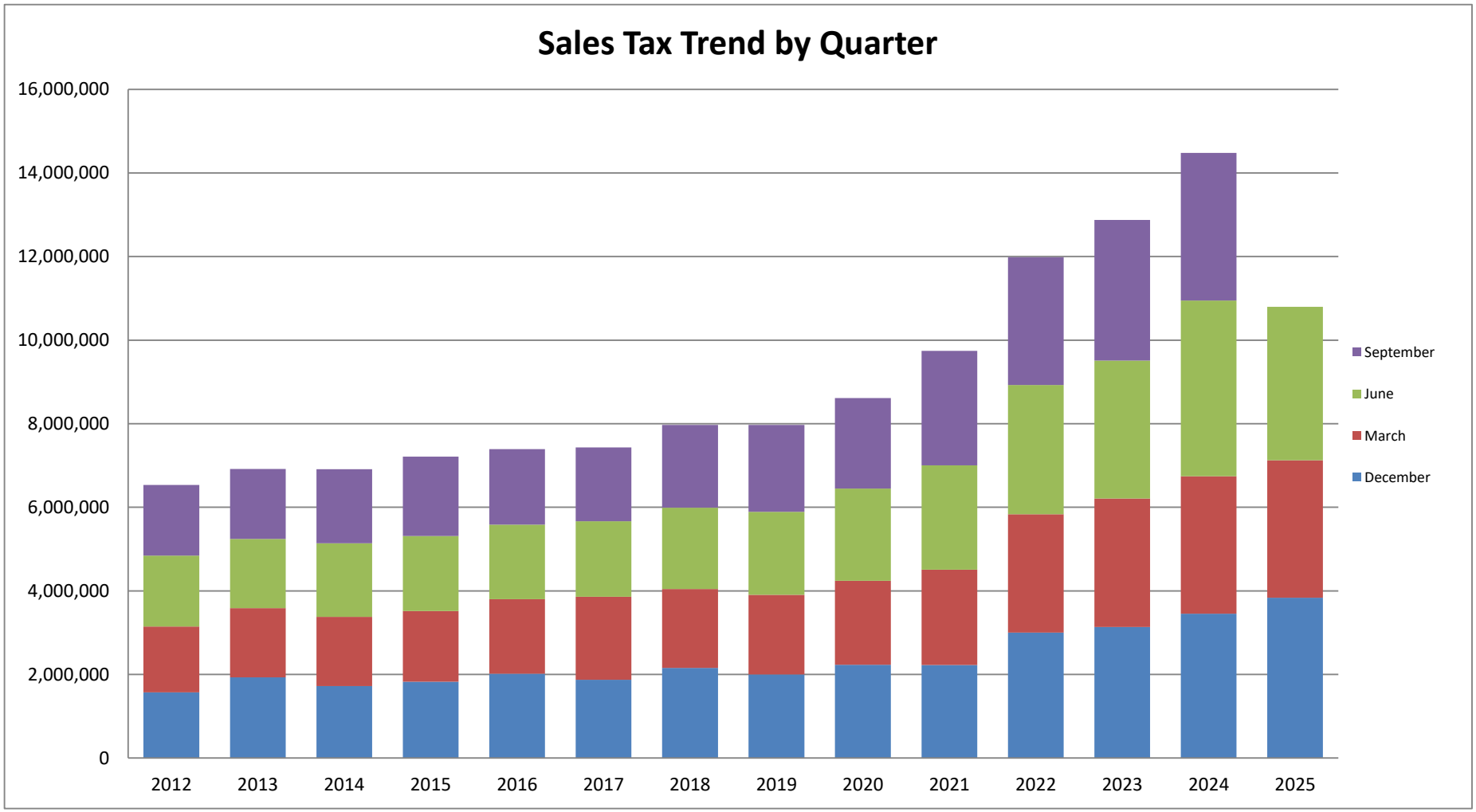
	FY 2024-25 Actual 06/30/25	FY 2023-24 Actual 06/30/24	Variance Pos. (Neg)	% of Budget
020 - SEGUIN EVENTS COMPLEX REVENUES				
Concession Income	0	810	(810)	-100.0%
Rodeo Arena Rentals	19,170	20,265	(1,095)	-5.4%
Fairgrounds Facilities Rentals	21,380	38,750	(17,370)	-44.8%
Interest Earnings	3,378	5,004	(1,626)	-32.5%
Miscellaneous Revenue	1,544	48,956	(47,413)	-96.8%
Transfers from Occupancy Tax	68,837	64,149	4,688	7.3%
Revenue Totals	**114,309**	**177,934**	**(63,626)**	**-35.8%**
020 - SEGUIN EVENTS COMPLEX EXPENDITURES				
Salaries	51,637	51,628	(8)	0.0%
Benefits	22,946	23,210	263	1.1%
Utilities	15,169	14,035	(1,134)	-8.1%
Repairs/Maintenance	4,944	8,145	3,202	39.3%
General Supplies	4,074	5,405	1,331	24.6%
Capital Outlay	10,000	26,304	16,304	62.0%
Expenditure Totals	**108,769**	**128,727**	**19,958**	**15.5%**
Net Revenues (Expenditures)	**5,539**	**49,207**	**(43,668)**	

CITY OF SEGUIN
SALES TAX

	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025 1% City	1/4% City *	1/4% SEDC	Total**	% Change
October	715,401	710,128	925,367	976,111	1,093,432	782,241	195,560	195,560	1,173,362	7.31%
November	625,391	651,845	969,137	1,021,656	1,072,243	743,700	185,925	185,925	1,115,550	4.04%
December	888,969	864,526	1,109,367	1,134,680	1,285,613	1,030,640	257,660	257,660	1,545,960	20.25%
January	657,697	728,815	895,190	963,417	1,018,200	700,083	175,021	175,021	1,050,124	3.14%
February	608,998	610,462	828,748	895,923	1,044,838	657,552	164,388	164,388	986,328	-5.60%
March	745,546	942,814	1,103,594	1,216,983	1,231,436	836,514	209,128	209,128	1,254,770	1.89%
April	694,246	813,394	1,046,438	1,017,905	1,163,814	786,823	196,706	196,706	1,180,234	1.41%
May	693,319	743,207	962,859	1,064,353	1,827,044	753,627	188,407	188,407	1,130,441	-38.13%
June	815,279	939,469	1,087,789	1,218,514	1,208,811	908,707	227,177	227,177	1,363,060	12.76%
SUBTOTAL	**6,444,846**	**7,004,660**	**8,928,489**	**9,509,542**	**10,945,431**	**7,199,886**	**1,799,972**	**1,799,972**	**10,799,829**	**-1.33%**
July	682,569	827,158	940,146	1,084,862	1,126,022					
August	679,751	868,756	1,015,511	1,120,956	1,202,771					
September	806,611	1,036,178	1,083,247	1,144,404	1,204,434					
TOTAL	**8,613,777**	**9,736,752**	**11,967,393**	**12,859,764**	**14,478,658**					

* For Property Tax Reduction
**Includes City's collection of City sales tax for each month.
May 2024 includes a large audit collection of $739,993
December 2024 includes a large audit collection of $187,573


Sales Tax Trend
2,000,000
1,900,000
1,800,000
1,700,000
1,600,000
1,500,000
1,400,000
1,300,000
1,200,000
1,100,000
1,000,000
900,000
800,000
700,000
600,000
500,000
400,000
October
November
December
January
February
March
April
May
June
July
August
September
2020
2021
2022
2023
2024
2025


Sales Tax Trend by Quarter
16,000,000
14,000,000
12,000,000
10,000,000
8,000,000
6,000,000
4,000,000
2,000,000
0
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
September
June
March
December

JUNE SALES TAX REPORT
FOR SURROUNDING CITIES

City	2024	2025	% Increase (Decrease)
Seguin	1,208,811	1,363,060	12.76%
San Marcos	3,297,100	3,421,496	3.77%
Schertz	1,706,171	3,688,959	116.21%
San Antonio	43,094,919	44,349,244	2.91%
New Braunfels	4,100,616	4,319,266	5.33%
Austin	29,385,585	29,325,424	-0.20%
Selma	877,554	874,371	-0.36%
Universal City	656,234	688,254	4.88%
Statewide	770,322,287	804,981,444	4.50%

YEAR-TO-DATE SALES TAX REPORT
FOR SURROUNDING CITIES

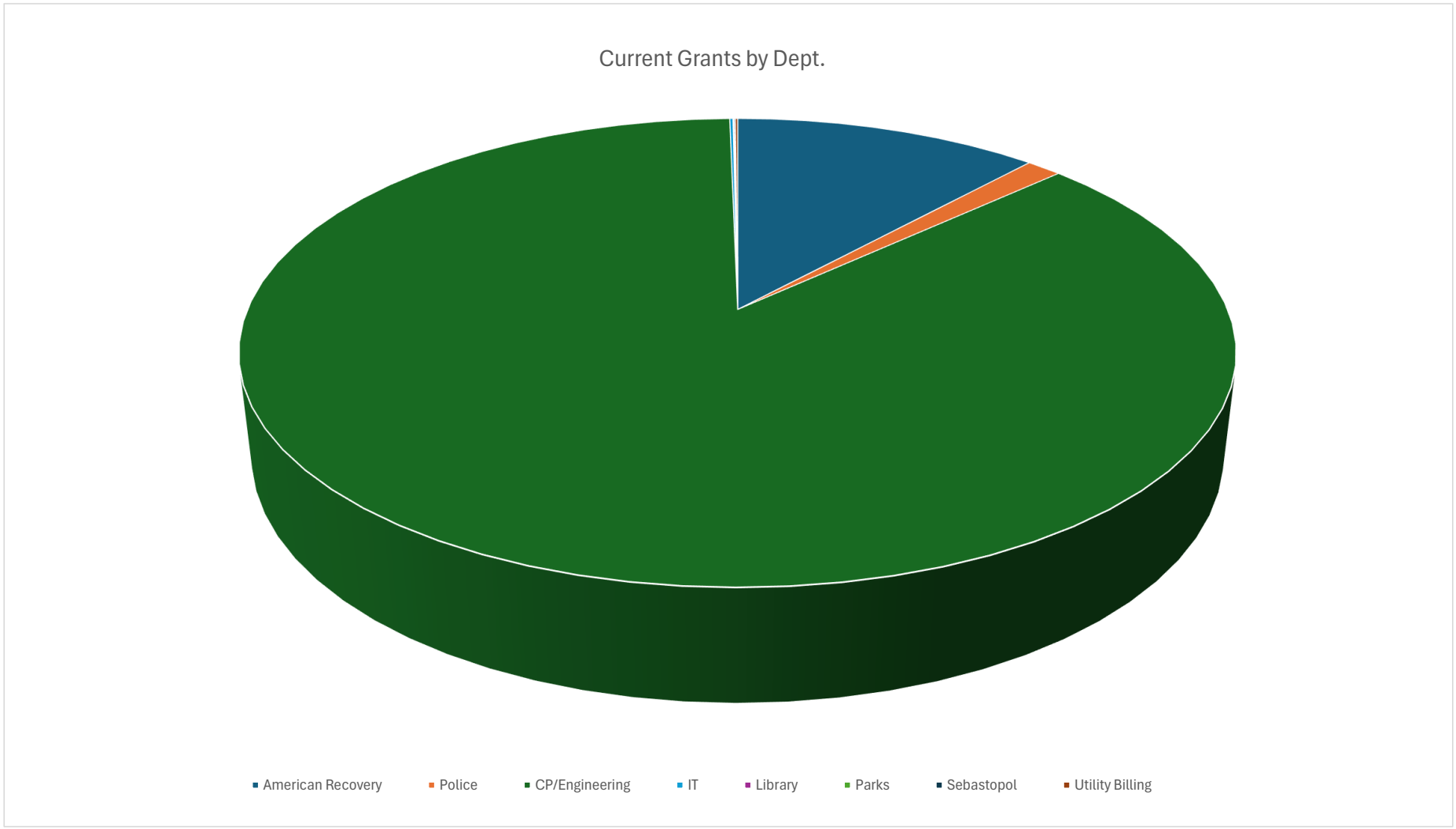
City	FY2024	FY2025	% Increase (Decrease)
Seguin	10,945,431	10,799,830	-1.33%
San Marcos	28,816,033	28,823,829	0.03%
Schertz	14,814,782	22,508,983	51.94%
San Antonio	367,604,943	375,954,631	2.27%
New Braunfels	33,721,473	34,600,015	2.61%
Austin	265,451,147	264,432,212	-0.38%
Selma	7,343,518	7,606,969	3.59%
Universal City	5,572,095	5,746,370	3.13%
Statewide	6,460,697,531	6,749,487,191	4.47%

GRANTS AWARDED AND STILL IN PROGRESS - FY25

Application	Description	Funding Type	Amount Funded	City Match	Begin	Ends	Department	Status	Fiscal Year
American Recovery Act (ARPA)-SLFRF	Round 1 & 2	Federal	7,431,596.18	0.00	07/01/21	12/30/24	Citywide	Ongoing	FY21
GLO-MIT Hurricane Harvey	**4 drainage projects**	**Federal**	**37,681,885.50**	**378,618.00**	**10/01/21**	**09/30/28**	**Engineering**	**Ongoing**	**FY22**
Law Enforcement Behaviorial Response	Protect & Connect	Federal	477,029.00	175,184.00	10/01/23	9/30/2026	Police	Ongoing	FY23-24
Safe Street for All (SS4A)	Safety Action Plan	Federal	265,200.00	66,300.00	2/8/2023	06/30/25	Engineering	Ongoing	FY23
FY24 Texas Preservation Trust Fund	Sebastopol House Porch	State	30,000.00	30,000.00	10/01/23	9/31/2025	Parks	Closed	FY23-24
TxDOT-Transportation Alternatives	JoeCarrillo Blvd	Federal	2,002,496.00	0.00	12/01/23	5/1/2025	Engineering	Ongoing	FY23-24
Bullet Proof Vests	20 Angel Armor Vests	Federal	33,821.05	16,910.54	01/01/24	8/31/2025	Police	Ongoing	FY23-24
Bullet Proof Vest Partnership	Bullet Proof Vests	Federal	13,206.29	13,371.64	04/01/24	8/31/2026	Police	Ongoing	FY23-26
Surface Transportation Block Grant (MPO)	Rudeloff Rd	Federal	14,483,985.00	4,660,739.00	07/17/24	7/31/2026	Capital Projects	Ongoing	FY23-26
FY24 AACOG - Solid Waste	Hazardous Waste Collection Event	State	60,319.45	12,500.00	7/31/2024	06/30/25	Utility Billing	Closed	FY23-25
FY25-SB224 Catalytic Converter Grant	8 license plate recognition cameras	State	28,333.00	5,667.00	09/01/24	8/31/2025	Police	Ongoing	FY23-25
FY25 OAG-VCLG	Crime Victim Liaison VCLG	State	49,500.00	0.00	09/01/24	08/31/25	Police	Ongoing	FY23-25
FY25 Local Border Security Program	Support Operation Border Star	State	20,000	0.00	9/1/2024	8/31/2025	Police	Ongoing	FY23-25
FY25 Seguin Crime Victiom Assistance	VOCA	Federal	24,644.84	7,829.69	10/1/2024	09/30/25	Police	Ongoing	FY24-25
FY25 Criminal Justice Program-JAG	2 ATVs and light bar	Federal	27,687.34	0.00	10/15/2024	9/30/2025	Police	Closed	FY24-25
State and Local Cybersecurity	Mitigation	Federal	50,494.47	6,245.03	11/1/2024	10/31/25	IT	**Closed**	FY24-25
State and Local Cybersecurity	Assessment and Evaluation	Federal	29,419.00	3,862.32	11/1/2024	10/31/25	IT	Ongoing	FY24-25
Grow the Game Grant USA Pickleball	Pickleball equipment	Foundation	NA	0.00	1/29/2025	01/21/26	Parks	Closed	FY25
FY 25 NRA Foundation	Training Ammunition	Foundation	N/A	0.00	2/13/2025	09/30/25	Police	Ongoing	FY25
LCRA Community Grant	Evacuation Chair for Library	Foundation	4,514.00	0.00	4/1/2025	09/30/25	Library	Ongoing	FY25
Niagara Cares	Fireworks display	Corporation	5,000.00	0.00	4/15/2025	09/30/25	Parks	Closed	FY24-25
HEB	Fireworks display	Corporation	5,000.00	0.00	5/19/2025	07/05/25	Parks	Closed	FY24-25
Dollar General - Summer reading	"Color Your World" Summer Reading Experience	Foundation	3,000.00	0.00	45,797.00		Library	Ongoing	FY25
Texas Commission on the Arts - Performance Support	Honey Goodenough	State	225.00	225.50	07/24/25	7/24/2025	Library	Ongoing	FY24-25
Texas Commission on the Arts - Performance Support	Mr. Will	State	400.00	400.00	07/31/25	7/31/2025	Library	Ongoing	FY24-25
Texas Commission on the Arts - Performance Support	Drum One Drum All	State	400.00	400.00	07/11/25	7/11/2025	Library	Ongoing	FT24-25
FY26-SB224 Catalytic Converter Grant	LPR Cameras & Continuation service	State	133,801.00	26,761.00	9/1/2025	08/31/26	PD	Pending	FY26
TSLAC- Texas Reads	Seguin Ready to Read	Federal	6,044.00	0.00	45,901.00	08/31/26	Library	Pending	FY24-26
FY25-27 OAG-VCLG	Crime Victim Liaison VCLG	State	49,500.00	0.00	45900.00	09/01/27	PD	Pending	FY25-7

Total Current Grants 62,917,501.12

FY 24-25 = 132,245.65


Current Grants by Dept.
American Recovery
Police
CP/Engineering
IT
Library
Parks
Sebastopol
Utility Billing

FY24-GRANTS APPLIED FOR AND AWAITING NOTICE OF AWARD

						Grant Term			Application		
Application	Description	Funding Type	Ask Amount	City Match	City Match-InKind	Begin	Ends	Department	Submitted	Est Award Date	Fiscal Year
FEMA- AFG	4 monitor/defribrillators	Federal	239,853.00	23,986.00	0.00	10/01/25	9/30/2025	Fire Department	12/9/2024	9/1/2025	FY25-26
EPA- Solid Waste Infrastructure for	Household Hazardous Waste	Federal	751,655.00	0.00	0.00	12/01/25	11/30/2028	City Secretary	12/16/2024	9/1/2025	FY25-FY28
Will Eisner	MiniCon	Foundation	8,000.00	0.00	0.00	03/01/25	9/30/2025	Library	1/3/2025	3/1/2025	FY25
OOG JAG	Seguin Gang Database	Federal	15,600.00	0.00	0.00	10/01/25	9/30/2026	PD	1/17/2025	9/2/2025	FY25-26
OOG Rifle Resistant Armor	Seguin PD Rifle Armor	State	17,026.56	0.00	0.00	10/01/25	9/30/2026	PD	1/17/2025	9/1/2025	FY25-26
VOCA	Seguin Crime Victim Assistance	Federal	20,284.00	7,646.08	0.00	10/01/25	9/30/2026	PD	1/22/2025	9/1/2025	FY25-26
State and Local Cybersecurity	Seguin Secure Cloud Migration	Federal	142,964.96	35,921.00	0.00	10/01/25	9/30/2026	IT	1/24/2025	9/1/2025	FY25-26
TPTF	Sebastopol House Porch Phase 2	State	30,000.00	30,000.00	0.00	10/01/25	9/30/2027	Parks	2/3/2025	11/1/2025	FY25-27
State Homeland Security LETPA	Encryption for First Responders	State	50,198.10	0.00	0.00	10/01/25	9/30/2026	PD	2/5/2025	9/1/2025	FY25-26
State Homeland Security Regular	M-VAC Extraction	State	49,313.00	0.00	0.00	10/01/25	9/30/2026	PD	2/5/2025	9/1/2025	FY25-26
Juvenile Justice and Truancy Prevention Grant	TRIPP (Seguin Youth Services)	State	50,000.00	0.00	0.00	10/01/25	9/30/2026	Seguin Youth Sevices/PD	2/13/2025	9/1/2025	FY25-26
OUR Rescue	Magnet Forensics with Graykey	Foundaton	24,718.00	0.00	0.00			PD	2/13/2025	7/1/2025	FY24-26
Community Funding Project	Seguin Activity Center	Federal	2,300,000.00	0.00	0.00				3/10/2025	Unknown	FY26
UASI -LETPA	Transit Van	Federal	168,100.00	0.00	0.00			PD	3/11/2025	TBD	FY25-26
UASI	LPR Trailer	Federal	137,100.00	0.00	0.00			PD	3/11/2025	TBD	FY25-26
Flint Hills		Foundation	11,200.00	0.00	0.00			FD	3/17/2025	TBD	FY25-26
Quadratec	Trail Markers	Foundation	3,500.00	0.00	0.00			Parks	5/12/2025	7/20/2025	FY25
USDOT -SS4A Planning & Demo grant	Seguin SS4A Demonstration Projects	Federal	106,470.00	26,618.00	0.00	01/01/26	8/30/2027	Capital Projects	5/21/2025	10/1/2025	FY26-27
TXDOT Transportation Alternatives	sidewalks on King, Ashby & 123	Federal	4,642,400.00	1,160,600.00	0.00			Capital Projects	6/16/2025	10/1/2025	TBD
COPS Hiring FY25	SRO - 6 Officers	Federal	1,267,536.00	517,536.00	0.00			PD	6/23/2025	10/1/2025	FY25
GVEC - Power Up Grant	Fire Blanket	Foundation	5,600.00	1,120.00	0.00			FD	7/24/2025	10/1/2025	FY25
LCRA	Costumes	State	22,542.00	4,508.00	0.00			FD/PD	7/28/2025	TBD	FY25
Portal to Texas History	Photo digitization	State	0.00	0.00	0.00			Library	8/5/2025	8/26/2025	FY25
Total			**10,064,060.62**	**1,807,935.08**	**0.00**						

FISCAL YEAR 2025 OCCUPANCY TAX COLLECTIONS:					
Due and Collected by:	Oct 31	Jan 31	Apr 30	July 31	**TOTAL**
Holiday Inn Express	53,500.97	49,997.98	43,501.50	55,614.92	**202,615.37**
La Quinta	25,127.59	20,789.11	18,921.49	20,459.21	**85,297.40**
Hampton Inn	38,937.29	41,567.26	38,400.43	42,675.43	**161,580.41**
Comfort Inn Suites	24,739.38	20,487.21	19,847.24	24,142.94	**89,216.77**
Days Inn	19,683.09	10,158.00	14,601.00	18,300.73	**62,742.82**
Townplace Suites	48,493.59	43,017.27	44,918.40	48,805.50	**185,234.76**
Super 8 Motel	10,720.29	9,642.32	8,361.26	10,318.12	**39,041.99**
Motel 6	8,986.90	6,033.53	8,527.46	7,871.62	**31,419.51**
Texas Inn	3,650.13	3,954.64	3,340.03	3,385.01	**14,329.81**
Lake Breeze Ski Lodge	3,233.30	792.75	40.95	1,246.35	**5,313.35**
Vanessa Vajdos (340 Meadow Lake Dr)	1,583.00	562.00	635.00	1,402.00	**4,182.00**
Sunrise Inn/Seguin Motel	863.45	838.46	888.86	843.50	**3,434.27**
Avalara, Inc. (460 River Drive)	5,045.57	2,274.92	1,322.62	3,872.73	**12,515.84**
S. Carruthers (440 Turtle Lane)	-	137.20	-	0.00	**137.20**
River Retreat Properties (1101 Lakeview)			1,700.33		**1,700.33**
Geronimo Creek Retreat (2050 Laubach)	12,402.67	4,785.66	5,660.01	8,657.24	**31,505.58**
Laura Wooley (1005 Reiley Road)	658.89	594.38	557.30	678.50	**2,489.07**
Laura Wooley (1007 Reiley Road)	422.14	423.12	441.12	542.77	**1,829.15**
Laura Wooley (928 Buerger Lane)	1,734.92	958.48	965.42	1,536.10	**5,194.92**
Laura Wooley (920 Buerger Lane)	1,022.64	657.50	581.30	795.75	**3,057.19**
Keith Stadtmueller (106 Lenz Drive)	442.60	259.14	188.33	250.18	**1,140.25**
Ian Miller (1029 E. Mountain)	186.82	516.40	140.89	326.62	**1,170.73**
Magnolia Hotel (203 S. Crockett)	1,033.06	800.38	972.93	774.27	**3,580.64**
Avalara, Inc. (435 Lake Placid)	448.00		119.00	95.69	**662.69**
Avalara, Inc. (20 Cherokee Bend)	534.84			311.50	**846.34**
Avalara, Inc. (44 River Oak Drive)	904.45	572.18	598.20	573.88	**2,648.71**
Avalara, Inc. (244 Deerslayer)	464.31	93.10	150.22	445.83	**1,153.46**
Vacasa LLC (46 River Oak Drive)	569.56	76.37		673.12	**1,319.05**
Vacasa LLC (510 Cypress Ridge)	1,207.56	256.27	60.84	469.87	**1,994.54**
Avalara, Inc. (60 S. Hampton Dr.)	1,097.25	178.50	133.00	771.95	**2,180.70**
Jennifer Wilson (511 Peach St)	555.63	459.38	415.87	501.97	**1,932.85**
Jennifer Wilson (404 W Walnut)	646.71	489.40	332.25	443.35	**1,911.71**
Shaunna Hanover (908 Liberty Ave)	357.57	230.20	230.83	356.25	**1,174.85**
Jesus Gallegos (1237 Bert)	631.11	504.02	484.85	426.12	**2,046.10**
Seguin House of Games (503 S. Austin)	180.04	162.18	103.76	230.68	**676.66**
Paige Moore (178 Guadalupe River Drive)	1,447.73	775.21	18.21	926.05	**3,167.20**
Cathy Cordes (217 W. Krezdorn)	191.75	102.60	178.66	347.10	**820.11**
Lorenzo Garza (300 Guadalupe River Drive)	2,197.49	785.88			**2,983.37**
Linda Bates (203 Romberg Street)	8.33	58.31	103.46	121.52	**291.62**
Swan Creek Properties (254 Guadalupe River Drive)	-	256.90	502.11	626.61	**1,385.62**
Richard Flatt (184 Wampom Way)	-	295.23	246.85	1,057.42	**1,599.50**
Joseph Lane BirdBoy Hold. (1121 Burges St)	-	126.00	670.25	958.65	**1,754.90**
Total Collected	273,910.62	224,669.44	218,862.23	261,837.05	**979,279.34**

FISCAL YEAR 2024 OCCUPANCY TAX COLLECTIONS:

Due and Collected by:	Oct 31	Jan 31	Apr 30	July 31	**TOTAL**
Holiday Inn Express	52,167.72	42,771.42	48,626.12	59,136.31	**202,701.57**
La Quinta	34,857.29	25,844.91	25,428.68	31,341.07	**117,471.95**
Hampton Inn	33,124.43	29,130.01	33,901.41	43,117.17	**139,273.02**
Comfort Inn Suites	22,489.39	18,930.17	22,360.59	25,021.09	**88,801.24**
Days Inn	17,995.77	15,032.66	15,240.34	17,876.16	**66,144.93**
Townplace Suites	44,788.87	41,555.52	40,744.24	49,633.69	**176,722.32**
Super 8 Motel	13,173.63	8,519.18	8,858.04	9,957.53	**40,508.38**
Motel 6	6,640.31	5,725.46	5,556.97	9,719.62	**27,642.36**
Texas Inn	3,329.92	4,567.43	3,779.59	4,771.64	**16,448.58**
Lake Breeze Ski Lodge	3,986.85	217.70	77.70	2,265.20	**6,547.45**
Vanessa Vajdos (340 Meadow Lake Dr)	1,107.00	570.00	518.00	1,490.00	**3,685.00**
Sunrise Inn	1,036.84	1,008.77	946.82	1,037.40	**4,029.83**
Avalara, Inc. (460 River Drive)	5,444.95	3,769.57	1,792.91	4,620.70	**15,628.13**
River Retreat Properties (1101 Lakeview)	418.44	135.37	294.00	-	**847.81**
Geronimo Creek Retreat (2050 Laubach)	18,813.74	5,498.27	5,073.35	9,943.61	**39,328.97**
Zen on the Bend Vaca Rental (496 River Road)	400.40	-	136.85	661.85	**1,199.10**
Laura Wooley (1005 Reiley Road)	852.60	106.82	106.15	598.72	**1,664.29**
Laura Wooley (1007 Reiley Road)	-	-	412.46	468.83	**881.29**
Laura Wooley (928 Buerger Lane)	1,442.55	786.37	856.02	1,576.66	**4,661.60**
Laura Wooley (920 Buerger Lane)	634.78	532.58	237.71	858.02	**2,263.09**
Keith Stadtmueller (102 Lenz Drive)	463.58	-	-	232.82	**696.40**
Birdy Properties (159 Woodstone St.)	2,080.30	-	-	-	**2,080.30**
Keith Stadtmueller (106 Lenz Drive)	-	127.51	-	-	**127.51**
Ian Miller (1029 E. Mountain)	458.38	312.22	334.05	332.72	**1,437.37**
Magnolia Hotel (203 S. Crockett)	955.57	1,331.68	1,029.84	984.43	**4,301.52**
Avalara, Inc. (435 Lake Placid)	567.72	-	-	136.50	**704.22**
Avalara, Inc. (20 Cherokee Bend)	1,712.46	234.50	154.00	378.49	**2,479.45**
Avalara, Inc. (44 River Oak Drive)	864.33	282.04	232.19	497.24	**1,875.80**
Avalara, Inc. (244 Deerslayer)	93.59	217.07	85.05	414.82	**810.53**
Vacasa LLC (46 River Oak Drive)	1,214.95	590.00	495.95	925.39	**3,226.29**
Vacasa LLC (48 River Oak Drive)	1,050.77	63.68	-	-	**1,114.45**
Vacasa LLC (230 Turtle Lane)	1,088.86	-	-	-	**1,088.86**
Vacasa LLC (510 Cypress Ridge)	-	-	70.62	998.83	**1,069.45**
Avalara, Inc. (60 S. Hampton Dr.)	1,260.00	336.00	287.00	1,473.50	**3,356.50**
Avalara, Inc. (416 Turtle Lane)	1,121.47	53.90	-		**1,175.37**
Avalara, Inc. (102 Turtle Lane)	181.27	-	-	-	**181.27**
Weinert Resort (1207 N. Austin)	441.16	213.78	-	-	**654.94**
Sweet & Cozy (516 N. King)	210.56	118.77	83.79	241.08	**654.20**
Emily Roxas (113 W. Shelby)	297.37	-	-	-	**297.37**
Jennifer Wilson (511 Peach St)	484.30	262.50	392.46	556.01	**1,695.27**
Jennifer Wilson (404 W Walnut)		-	361.13	371.34	**732.47**
Shaunna Hanover (908 Liberty Ave)	-	282.45	349.11	427.68	**1,059.24**
Jesus Gallegos (1237 Burk)	-	-	444.98	638.12	**1,083.10**
Seguin House of Games (503 S. Austin)	-	-	-	156.74	**156.74**
Paige Moore (178 Guadalupe River Drive)	-	-	-	1,543.70	**1,543.70**
Cathy Cordes (217 W. Krezdorn)	-	-	-	162.15	**162.15**
Total Collected	277,252.12	209,128.31	219,268.12	284,566.83	**990,215.38**

SEGUIN
TEXAS

It's real.

Financial Reports for Nine Months Ended June 30, 2025

General Fund Recap – Budget Comparison

	Actual	Budget	Variance	% of Budget
Revenues	47,966,906	54,134,265	(6,167,359)	88.6%
Expenditures	45,179,441	60,363,312	15,183,871	74.8%
Net Rev./(Exp)	2,787,465	(6,229,047)	9,016,511	

- June is 75% through the budget year
- Revenues are 88.6% of budget
- Expenditures are 74.8% of budget
- Budgeted to use $6,229,047 of fund balance
- All Departments are under budget

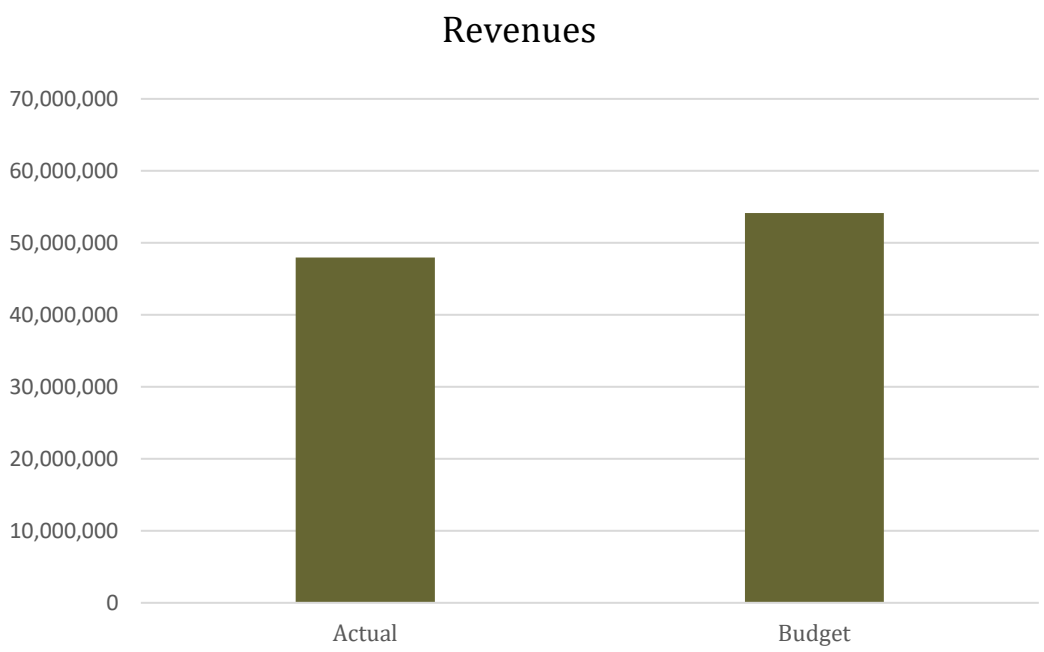
General Fund – Revenue Highlights Budgetary Comparison

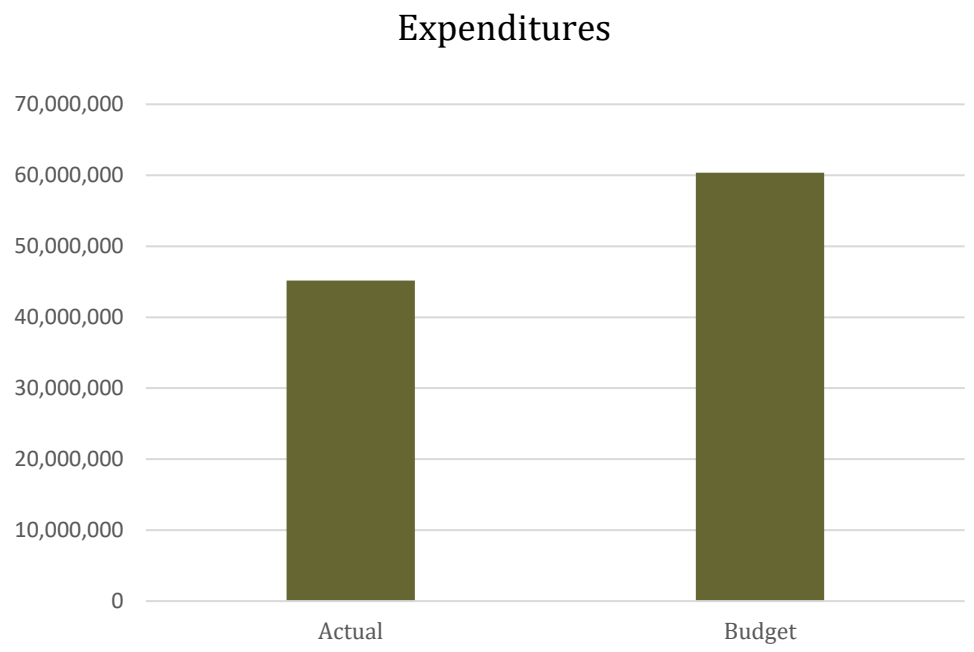
- Property Tax is 99.8% of budget.
- State/Federal Government Grants are 184.5% of budget
  - We received more grants than anticipated
- Sales tax is 78.3% of budget
- Interest Revenue is 123.9% of budget
  - Interest rates are higher than anticipated
- Miscellaneous Revenue is 115.6% of budget
  - Includes alarm permits
- Private Source Donations is 117.2% of budget
  - Includes donations from Friends of the Library and Library Foundation
- Lease Revenues is 115% of budget from Sprint

General Fund – Expenditure Highlights Budgetary Comparison

- Expenditures are 74.8% of budget
- Non-Departmental is 93.8% of budget
  - The first portion of the indigent health care payment of $1,356,492 has been paid to the county
  - The entire amount of budgeted transfers to General Fund Capital Projects of $6,144,335 has been transferred
  - Due to the higher collection of property tax revenue at the beginning of the fiscal year. As we receive the tax payments, the debt service portion of this revenue is transferred to the General I&S Fund

General Fund Revenues & Expenditures – Budgetary Comparison





General Fund Recap – Prior Year Comparison

	FY25 Actual	FY24 Actual	Variance	% Increase
Revenues	47,966,906	44,870,063	3,096,843	6.9%
Expenditures	45,179,441	39,858,661	(5,320,780)	-13.3%
Net Rev./(Exp)	2,787,465	5,011,402	(2,223,937)	

- Revenues increased by 6.9%
- Expenditures increased by 13.3%

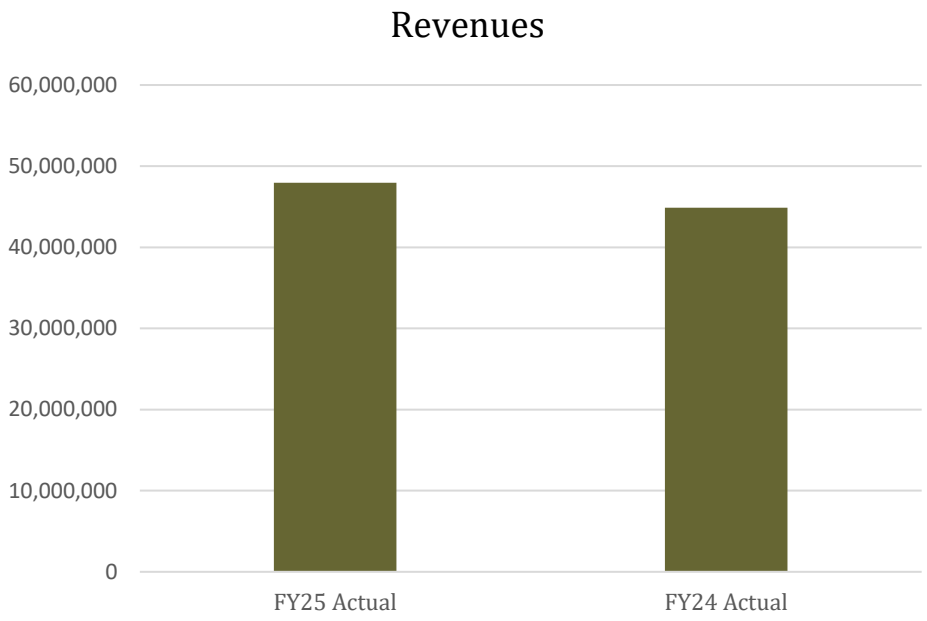
General Fund – Revenue Highlights Prior Year Comparison

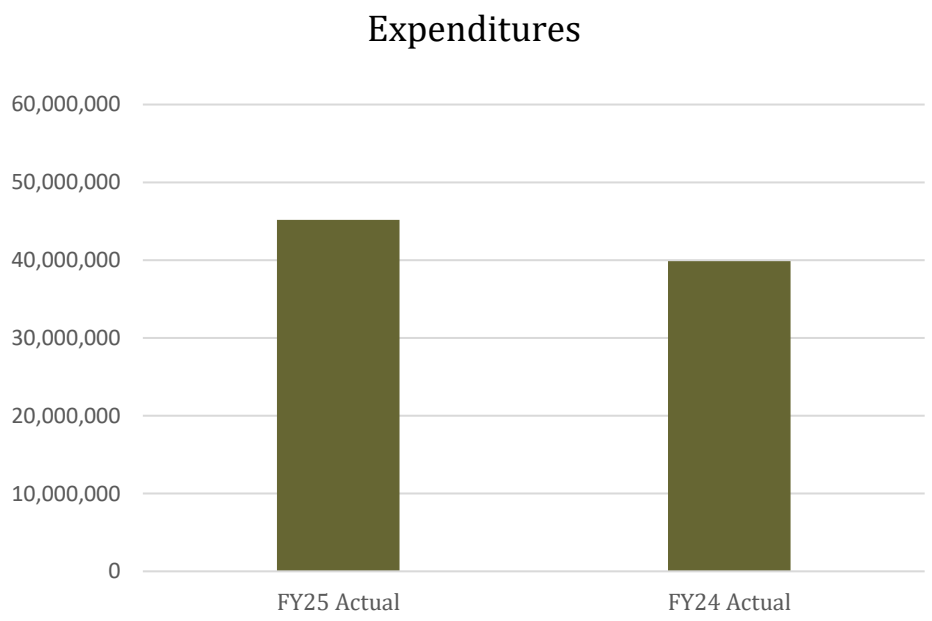
- Property Taxes are up by $1,775,416 or 8.8%
- Building Permits increased by $674,785 or 30.9%
- User Fees increased by $200,056 or 5.4%
  - Fees Utility Fund pays to General Fund and are based upon Electric, Water and Sewer revenue
- Sales Tax is down by $145,602 or 1.3%
  - Received a large audit payment of $739,993 in May of 2024
  - Removing the large audit, we are up by $594,391 or 5.8%

General Fund – Expenditure Highlights Prior Year Comparison

- Police Department increased by $617,230 largely due to the increase in salaries and benefits
- Fire/EMS increased by $679,468 largely due to the increase in salaries and benefits
- Public Works increased by $227,303
  - Contract with engineering firm for pavement assessment services
- Non-Departmental increased by $3,110,149
  - Transfers to General I&S increased by $1,139,352
  - Transfers to GF Capital Projects increased by $1,719,001
  - Indigent Health Care increased by $76,232

General Fund Revenues & Expenditures – Prior Year Comparison





Utility Fund Recap – Budget Comparison

	Actual	Budget	Variance	% of Budget
Revenues	52,382,231	68,524,676	(16,142,445)	76.4%
Expenditures	55,439,067	75,646,734	20,207,666	73.3%
Net Rev/Exp	(3,056,836)	(7,122,058)	4,065,221	

- March is 75% through the budget year
- Revenues are 76.4% of budget
- Expenditures are 73.3% of budget
- Budgeted to use $7,122,058 of fund balance
- All Departments are under budget

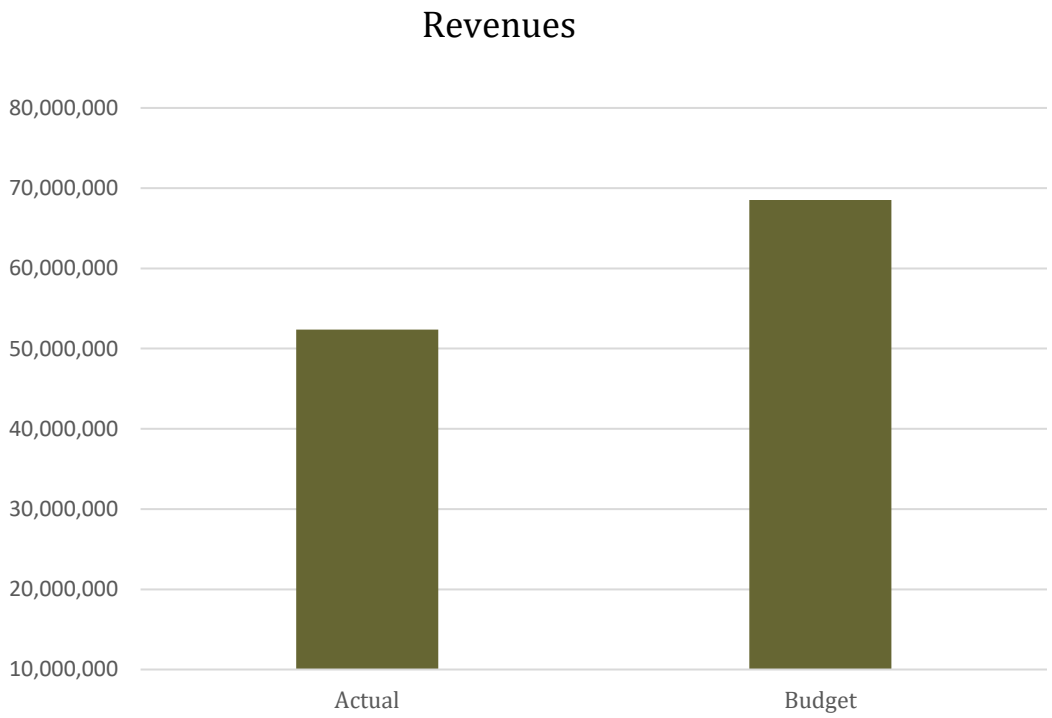
Utility Fund – Revenue Highlights Budgetary Comparison

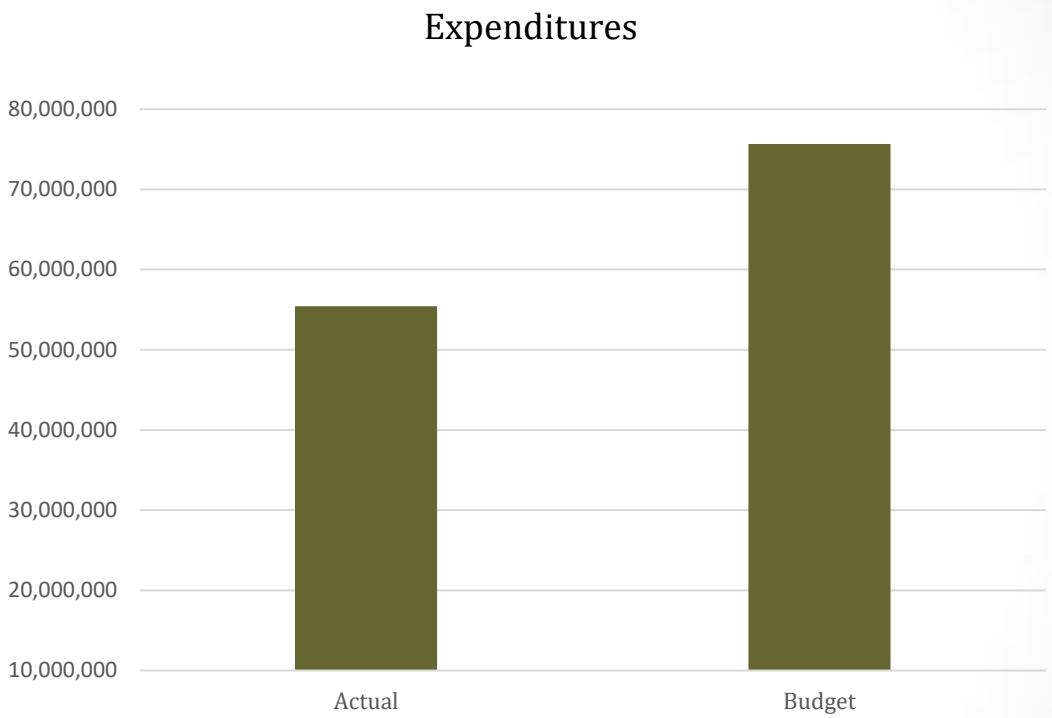
- Electric Revenue is 74% of budget
- Water Revenue is 75.1% of budget
- Sewer Revenue is 82.1% of budget
- Interest Revenue is 105.7% of budget
  - Interest rates are higher than anticipated
- Lease Revenue is 205.3% of budget
  - Includes Wells Fargo lease

Utility Fund – Expenditure Highlights Budgetary Comparison

- Non-Departmental is 76.1% of budget
  - The entire amount of budgeted transfers to Utility Capital Projects of $6,011,961 has been transferred

Utility Fund Revenues & Expenditures – Budgetary Comparison





Utility Fund Recap – Prior Year Comparison

	FY25 Actual	FY24 Actual	Variance	% Change
Revenues	52,382,231	48,028,487	4,353,744	9.1%
Expenditures	55,439,067	57,751,272	2,312,205	4.0%
Net Rev/(Exp)	(3,056,836)	(9,722,785)	6,665,949	

- Revenues increased by 9.1%
- Expenditures decreased by 4%

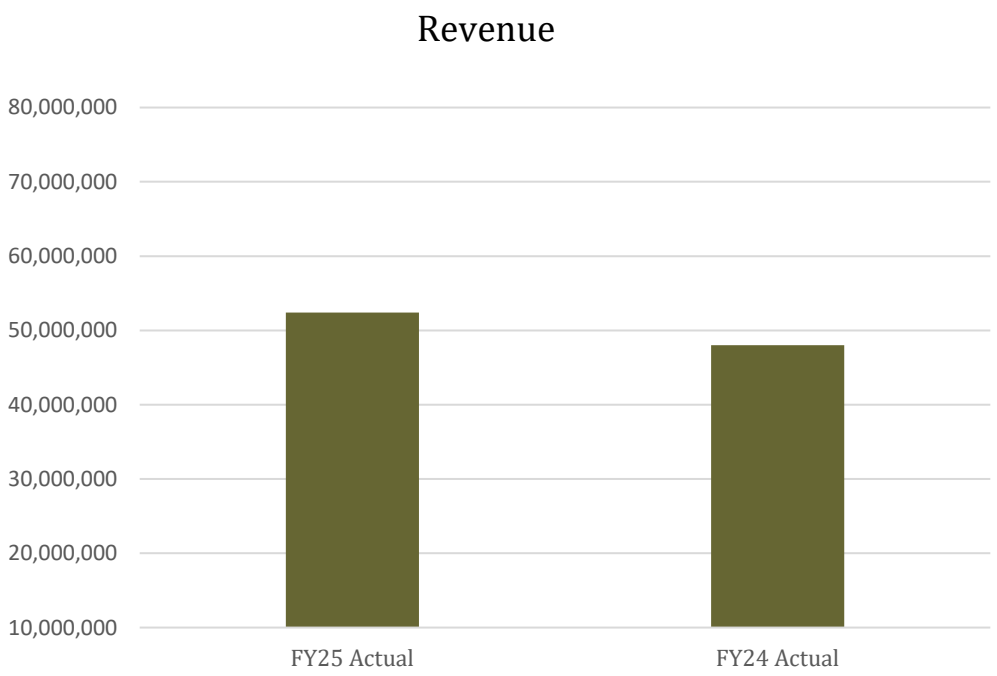
Utility Fund – Revenue Highlights Prior Year Comparison

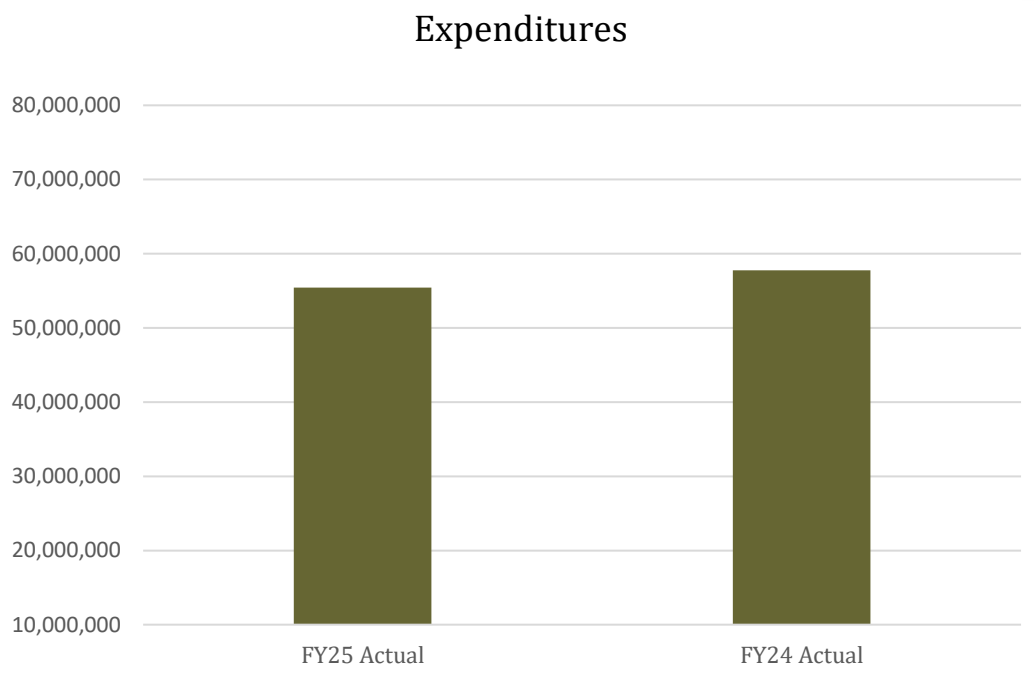
- Electric revenues are up by $1,995,973 or 8.8%
  - Number of customers have increased by 7.22%
- Water revenues are up $1,203,710 or 9%
  - Number of customers have increased by 5.47%
- Sewer revenues are up $1,358,673 or 13.8%
  - Number of customers have increased by 11.49%

Utility Fund – Expenditure Highlights Prior Year Comparison

- Electric Distribution is down by $1,255,795
  - Wholesale power costs have decreased by $1.5 million
- Water Plant has increased by $208,449
  - Increase in payments to SSLGC which coincides with increase in revenue
- Water/Sewer has increased by $619,2887
  - Increase in Street Repairs due to maintenance of water mains
- Non-Departmental decreased by $2,431,994
  - Transfers to Utility Fund Capital Projects is down by $1,257,871
  - Transfers to Utility I&S is down by $1,104,937

Utility Fund Revenues & Expenditures – Prior Year Comparison





Other Funds Recap – Budgetary Comparison

Net Rev./(Exp.)	Actual	Budget	Variance
Coliseum	116,648	(23,172)	139,819
Seguin Events Complex	5,539	(12,806)	18,346

- Golf Fund is not included due to the course being closed this year
- All Departments are under budget

Other Funds Recap – Prior Year Comparison

Net Rev./(Exp.)	FY25	FY24	Variance
Coliseum	116,648	69,585	47,063
Seguin Events Complex	5,539	49,207	(43,668)

- Coliseum net revenues have increased by $47,063
  - In FY24, scissor lift was purchased
- Seguin Events Complex net revenues have increased by $43,668
  - Reconciliation of deposits in FY24 caused an increase in Miscellaneous Revenue of $49,417

CITY OF SEGUIN
SALES TAX

	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025 1% City	Fiscal Year 2025 1/4% City *	Fiscal Year 2025 1/4% SEDC	Fiscal Year 2025 Total**	% Change
October	715,401	710,128	925,367	976,111	1,093,432	782,241	195,560	195,560	1,173,362	7.31%
November	625,391	651,845	969,137	1,021,656	1,072,243	743,700	185,925	185,925	1,115,550	4.04%
December	888,969	864,526	1,109,367	1,134,680	1,285,613	1,030,640	257,660	257,660	1,545,960	20.25%
January	657,697	728,815	895,190	963,417	1,018,200	700,083	175,021	175,021	1,050,124	3.14%
February	608,998	610,462	828,748	895,923	1,044,838	657,552	164,388	164,388	986,328	-5.60%
March	745,546	942,814	1,103,594	1,216,983	1,231,436	836,514	209,128	209,128	1,254,770	1.89%
April	694,246	813,394	1,046,438	1,017,905	1,163,814	786,823	196,706	196,706	1,180,234	1.41%
May	693,319	743,207	962,859	1,064,353	1,827,044	753,627	188,407	188,407	1,130,441	-38.13%
June	815,279	939,469	1,087,789	1,218,514	1,208,811	908,707	227,177	227,177	1,363,060	12.76%
SUBTOTAL	**6,444,846**	**7,004,660**	**8,928,489**	**9,509,542**	**10,945,431**	**7,199,886**	**1,799,972**	**1,799,972**	**10,799,829**	**-1.33%**
July	682,569	827,158	940,146	1,084,862	1,126,022					
August	679,751	868,756	1,015,511	1,120,956	1,202,771					
September	806,611	1,036,178	1,083,247	1,144,404	1,204,434					
TOTAL	**8,613,777**	**9,736,752**	**11,967,393**	**12,859,764**	**14,478,658**					

* For Property Tax Reduction
**Includes City's collection of City sales tax for each month.
May 2024 includes a large audit collection of $739,993
December 2024 includes a large audit collection of $187,573

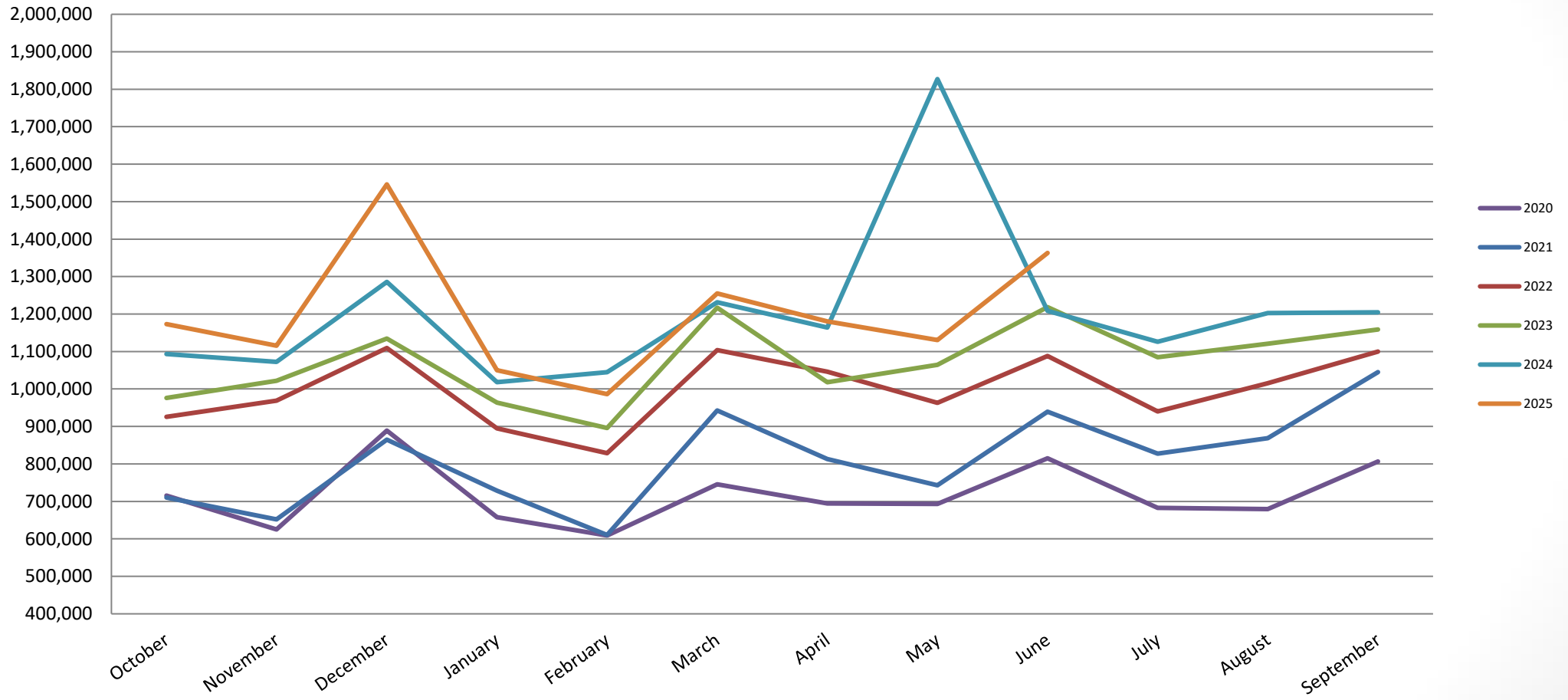
JUNE SALES TAX REPORT
FOR SURROUNDING CITIES

City	2024	2025	% Increase (Decrease)
Seguin	1,208,811	1,363,060	12.76%
San Marcos	3,297,100	3,421,496	3.77%
Schertz	1,706,171	3,688,959	116.21%
San Antonio	43,094,919	44,349,244	2.91%
New Braunfels	4,100,616	4,319,266	5.33%
Austin	29,385,585	29,325,424	-0.20%
Selma	877,554	874,371	-0.36%
Universal City	656,234	688,254	4.88%
Statewide	770,322,287	804,981,444	4.50%

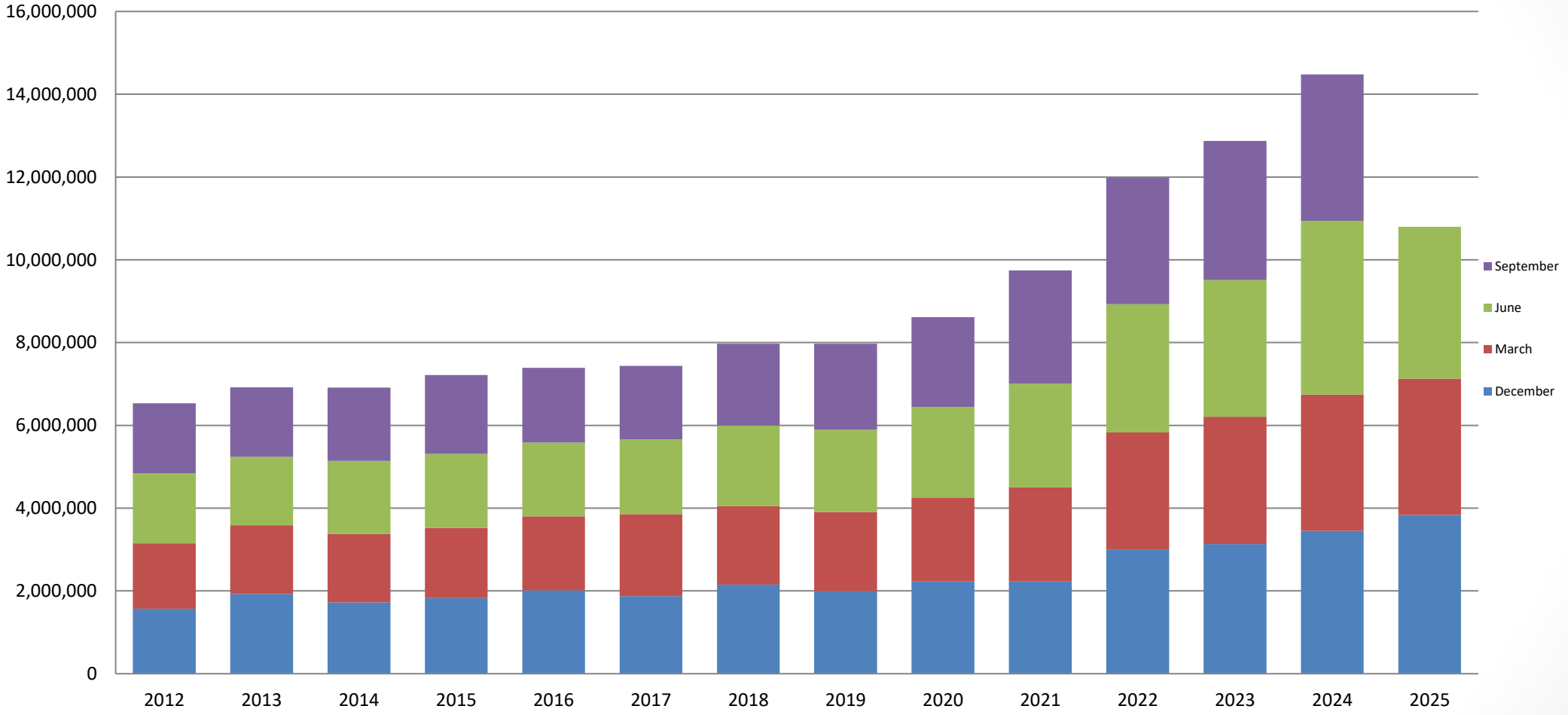
YEAR-TO-DATE SALES TAX REPORT
FOR SURROUNDING CITIES

City	FY2024	FY2025	% Increase (Decrease)
Seguin	10,945,431	10,799,830	-1.33%
San Marcos	28,816,033	28,823,829	0.03%
Schertz	14,814,782	22,508,983	51.94%
San Antonio	367,604,943	375,954,631	2.27%
New Braunfels	33,721,473	34,600,015	2.61%
Austin	265,451,147	264,432,212	-0.38%
Selma	7,343,518	7,606,969	3.59%
Universal City	5,572,095	5,746,370	3.13%
Statewide	6,460,697,531	6,749,487,191	4.47%

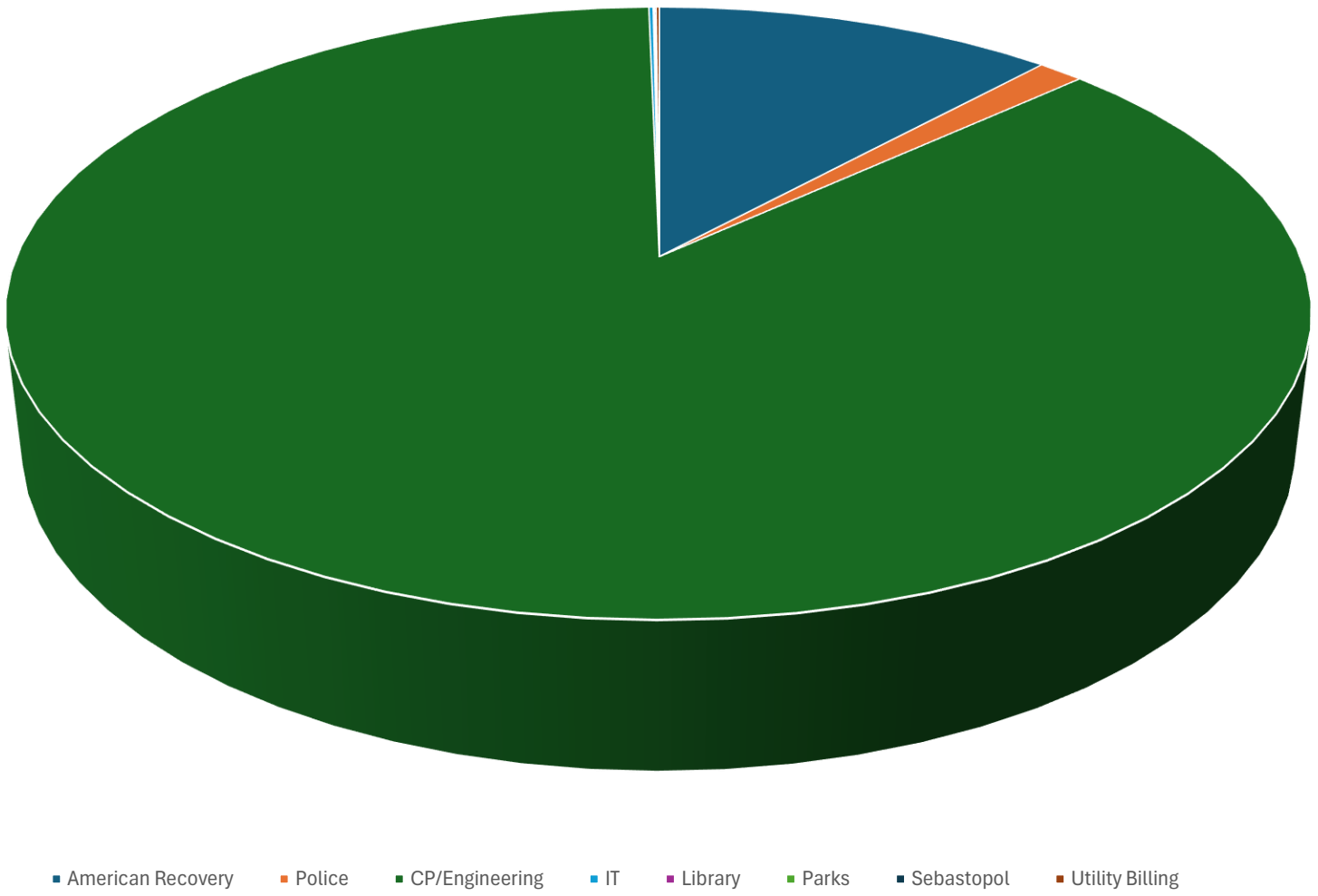
Sales Tax Trend



Sales Tax Trend by Quarter



Current Grants



	FY25 Actual	FY24 Actual	Variance
HOT Revenue	979,279	990,215	(10,936)

City of Seguin

210 E. Gonzales Street
Seguin TX, 78155

Meeting Minutes

City Council

Wednesday, August 13, 2025 | **5:30 PM** | **Council Chambers**

Special Public & Virtual

1. Call to Order

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

2. Roll Call

Mayor Pro Tem Carter arrived at 6:00 P.M.

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

3. Hearing of Residents:

There were no public comments.

4. Presentations:

25-468 Presentation and update on the project status of the City of Seguin Transportation + Mobility Master Plan and possible direction to staff. - Melissa Reynolds, PE, CFM, MPA - Director of Engineering & Capital Projects

Director of Engineering and Capital Projects Melissa Reynolds explained that the regional transportation system works in consort with Guadalupe County and TxDOT to analyze existing and forecast future transportation conditions and ensure new development is aligned. Using the Future Land Use Plan as a guide, the Transportation + Mobility Master Plan provides a vision for how we anticipate the city to grow and what type of transportation needs to be where. This time, the Master Plan is not just a thoroughfare plan, but a mobility plan as it will include all modes of transportation, specifically the trail network.

Mrs. Reynolds explained that the Transportation + Mobility Master Plan is created to help prevent congested networks and ensure right-of-way is protected. It is not intended to create projects. She informed that the existing plan was adopted in 2017, but the growth that has occurred in the region as well as the desire to add trails has required that it be updated.

Mrs. Reynolds explained that roadway classifications differ by the amount of mobility and access that the roadway provides -- more mobility equals less access. She explained the importance of connection points and that the Master Plan is a communication tool for City, residents, and developers.

Mrs. Reynolds explained that so far, they have had the regional coordination meeting, advisory committee meetings who provided their recommendations to staff. Staff coordinated two public meetings. The first meeting was in January 2025 and was very well attended. Most of the comments at that meeting were about trails and pedestrian amenities. The second meeting was held in July 2025. That meeting was the property owners workshop as well as a public workshop. At that meeting, many discussed the extension of Cordova Road to Laguna Vista and Link to FM725.

Councilmember Lievens suggested that they move the proposed connection from Three Oaks Rd to Laguna Vista east of the new MI Homes neighborhood, instead of to Laguna Vista. He stated that only one of the three undeveloped parcels would need to be developed to initiate the need for the roadway. Ms. Reynolds clarified that is not necessarily true, but that each development would need to provide access to the connection point. Councilmembers Lievens said he was not sure why some of the residents in Laguna Vista feel this road being built is imminent and Mrs. Reynolds suggested that it was misinformation that was spread by word of mouth. Councilmember Lievens said he appreciated all the conversations about this topic.

Mayor Pro Tem Carter arrived at the meeting at 6:00 P.M.

Mrs. Reynolds informed that there are other pieces to the Transportation + Mobility Master Plan that needs to be finalized before the final document is ready for approval. Then, they will reissue notice to everyone who submitted comments as well as present it to the Planning and Zoning Commission for their recommendation, and finally back to City Council for consideration. She also said that the next step of the plan would be for active transportation, which is any human powered travel.

Councilmember Eveld, Keller, and Lievens announced that they are in favor of eliminating the Three Oaks Rd/Laguna Vista/Cordova Rd connections.

Councilmember Eveld asked if there will be overpasses on SHWY46 and Mrs. Reynolds confirmed that there would be at Rudeloff, Cordova, and Link.

Councilmember Keller asked what the status of funding is for the SHWY46 project and Mrs. Reynolds replied that there is no funding currently assigned to it.

Councilmember Gaytan suggested they keep in mind that they need to protect the farmer and ranchers that have lived and worked in Seguin for the last 200 years.

Mayor Dodgen asked that even if the road isn't where it is proposed, there is a certain requierment to keep the connectivity and Mrs. Reynolds confirmed that there is a connectivity requirement.

25-429 Presentation and update on the project status of the City of Seguin Drainage Master Plan. - Melissa Reynolds, PE, CFM, MPA - Director of Engineering & Capital Projects

Director of Engineering and Capital Projects Melissa Reynolds said that in 2019 the

City completed a Stormwater Utility Rate Study and is currently working on a Drainage Area Master Plan, which will be used to develop future Capital Improvement Project plans for drainage. She explained that in December 2025 the project areas were identified. She informed that 29 or more areas showed risk for localized flooding, which is flooding not due to rising river water. She said that the data collected from the July 5th flood event correlated with the project areas identified in Drainage Area Master Plan. She used some advanced modeling software to illustrate how the amount of rain that fell during the July 5th flood overloaded the drainage system, leading to the flooding that occurred. She explained that currently her team is working to figure out how to break the drainage system into multiple discharge points and the problem areas into manageable projects.

Mrs. Reynolds also informed that in the last five years, they have updated the flood plain ordinances, requiring foundations be 2' above flood elevation, they have increased all drainage standards, created a new Stormwater Criteria Manual, and increased street flow and retention requirements. She explained that the new development will be built to the better standards and help stop the bleed so that dollars can be spent to fix the older, problematic areas.

City Manager Steve Parker informed that Public Works Director Adam Rossing went to Leonard Lane and checked the inlets around the street and that they were clear of debris. He also informed that the City recently received the right-of-entry to private property drainage area and the city has cleaned it.

Councilmember Biesenbach asked Mr. Rossing how much debris he removed from the private property that was cleaned and Mr. Rossing responded that they filled up ten 12-yard dump trucks.

Mrs. Reynolds gave a summary of what each of the drainage projects at Renee/Burges St, Leonard/Hallmark, and Nelda/Fair Street would need. She said they are working to break them into digestable projects. The next steps for the Drainage Master Plan would be for a draft report to be developed, then a draft presentation. The goal is to finalize the plan early next year. Mrs. Reynolds also informed that there is a flood awareness webpage on the City's website that can help residents to learn about flood risk and resources.

Mayor Dodgen asked Mrs. Reynolds to explain the relationship between flood risk and flood insurance and Mrs. Reynolds summarized that if flood risk is low, insurance is inexpensive. If your home is located to stormwater inlets or drainage, there is still a low risk of flooding.

City Manager Steve Parker said that the GLO project is currently fixing some drainage issues, like on Baxter Street. He informed that the City keeps applying for grant monies that can be used to improve drainage as well.

Mayor Dodgen thanked Mrs. Reynolds for her work and said that watching the flood modeling was very eye opening.

Mr. Parker thanked City Council for adopted the Stormwater Management Fee, which is $3 per household. That fee is allowing for the hiring of a dedicated staff and equipment to ensure that stormwater areas stay clean and well maintained.

Councilmember Lievens declared that Melissa Reynolds and Jennifer Shortess and their team are amazing. He said that he was happy that "Lake Hildago" was being fixed.

25-459 Presentation of the FY2026 City of Seguin Budgets. - City Manager Steve Parker and Finance Director Susan Caddell

a. General Fund
b. Debt Service Fund
c. Special Revenue Fund
d. Utility Fund

Finance Director Susan Caddell announced that this is her 34th budget to prepare for the City of Seguin.

City Manager Steve Parker thanked Mrs. Caddell and her team for their hard work on preparing the budget. He said seven people a day are moving to Seguin and a city growing that fast puts a strain on a budget. He informed that the City Staff was creative and was able to keep what was needed in the budget. He thanked Deputy City Manager Rick Cortes, Finance Director Susan Caddell, Assistant Director of Finance Tracey Stephens, and Human Resources Director Kristy Lehnert for their work.

Mrs. Caddell explained that for the General Fund, there is a proposed increase in property tax revenue of $1.2M. She said that based on the increases in values and the increase in debt service contribution, she is recommending that the Property Tax Rate go up to the no new revenue rate of $0.5135, an increase of $0.001. She said that they are anticipating receiving an increase of $939,430, for a total of $14,739,430 in sales tax revenue. She added that the ROW User Fees are anticipated to increase by $507,391 and the Refuse Collection increase by $315,000. Mrs. Caddell also explained that there is an anticipated increase in the following General Fund Expenditures; Salaries and benefits of $2,678,711 (which includes a 3% COLA), Transfers to General I&S Fund of $266,549, and Transfers to Economic Development of $166,667.

City Manager Steve Parker gave an overview of the new positions that are being proposed in this budget. The positions consist of:
3% cost of living - $913,058.23
City Attorney -1 intern, General Fund portion - $9,468.94
Fire/EMS - Fire Lieutenant (mid year) - $78,180.41, HAZMAT and Fire Marshal certification pay - $20,630.03
Information Technology - GIS Certification pay - General Fund portion - $5,094.49
Main Street/Destination Seguin - Administrative Technician (temporary) - General Fund portion - $11,558.25
Municipal Court - Upgrade of Court Clerk to Senior Court Clerk - $5,962.32
Parks and Recreation -$44,176.49, Upgrade Service Worker I to Service Worker II, Upgrade Part-time Service Worker I to Full-time Service Worker I, Add cell phone allowance for Senior Administrative Assistant
Police - 2 Police Officers (mid year) - $124,677.96, Upgrade of 4 Corporal positions to Sergeant positions and add On-Call pay for CASE Unit Officers - $78,927.64, Lateral Program -$24,534.64, 1 Telecommunication Operator (mid year) -$39,636.66
Public Works - $12,944.50, Upgrade Brush Supervisor to Public Work Superintendent, Upgrade Equipment Operator II to Heavy Equipment Operator, Upgrade Administrative Technician to Senior Administrative Technician

Councilmember Gaytan excused himself from the dais at 7:10 P.M.

Mrs. Caddell informed that the Capital Equipment is budgeted at $1,162,987, Capital Projects/Streets at $778,008, and the Proposed Bonds to be issued is $39,000,000. She gave an overview of the General Fund Capital Equipment that will be purchased

and the projects that will be funded. The proposed 2026 Certificates of Obligation by project are:
Fire Station #4 - $9,000,000
New Community Park North of IH-10 - $1,000,000
Walnut Springs Spillway - $1,200,000
Railroad Quiet Zones - $500,000
Aldama-Walnut Springs Trail Crossing - $450,000
Joe Carrillo Blvd/Countryside Blvd - $500,000
Martindale Road Realignment - $6,000,000
Rudeloff Road Phase II - $5,000,000
Guadalupe Street (IH10 to UPRR) - $10,500,000
Huber Road (South)-Walnut Springs Dev. Agreement - $3,000,000
Zipper Projects - $1,000,000
Chip Seal - $500,000
Total Project Costs - $38,650,000
Contingency Funds - $350,000
Total Issue - $39,000,000

Councilmember Gaytan returned to the dais at 7:12 P.M.

Mrs. Caddell explained that the Property Tax Revenue is anticipated to increase by $1,210,000 despite the decreased in certified taxable values of 2.4%. There are still $327M worth of properties under protest. She also informed that the average cost of a home decreased slightly, from $269,322 in FY25 to $255,604 in FY26. She stated that debt service has increased by $2,165,886, representing $0.385 of the tax rate, but the decision was made to buy down some of by utilizing $1,899,837 of Roadway Impact Fees.

Councilmember Jason Biesenbach excused himself from the dais at 7:28 P.M.

Mrs. Caddell explained that the $0.001 increase in proposed tax rate would increase the amount due on a $200,000 home is $2 and that every $0.01 of the tax rate is equal to an additional $432,636 in additional revenue.

Councilmember Biesenbach returned to the dais at 7:30 P.M.

Mrs. Caddell provided City Council with a regional comparison of tax rates. Councilmember Lievens suggested that it was difficult to compare to other cities and he thought it was kind of misleading.

Mrs. Caddell highlighted the Hotel Occupancy Tax Funding, stating that the total in Civic Organization requests is $142,707 and the City's HOT Funding Request is $1,000,000.

Lastly, Mrs. Caddell presented the proposed Utility Fund budget, stating that the electric, sewer, and water revenue is anticipated to increase based on increase in consumption and increase in the number of customers. Additionally, there is an expected increase in expenditures. The expected increase in expenditures are:
Salaries and Benefits - $1,202,548, Includes a 3% COLA effective December 2025
Wholesale Power - $5,203,876
ROW User Fees - $507,391

Mr. Parker gave an overview of the budgeted addition to the Utility Fund personnel:
3% cost of living - $455,664.62

City Attorney - 1 intern, Utility Fund portion - $9,468.94
Electric - $120,418.91, Journeyman/Lineman II, mid- year, Apprentice Lineworker, mid-year
Facilities - $30,951.69, Service Worker, mid-year
Information Technology - GIS Certification pay – Utility Fund portion - $5,094.49
Water/Wastewater - $155,733.95, New crew, mid-year, Crew Leader, Heavy Equipment Operator, 2 Utility Technician I positions
Utility Services - $94,085.16, Utility Engineer, mid-year
Upgrade Director of Economic Development to Assistant City Manager - $14,147.20

Mrs. Caddell explained that the Utility Fund has $1,799,552 in Capital Equipment, $2,134,428 in Capital Projects, and $31,000,000 in Proposed Bonds. Mrs. Caddell gave an overview of the capital equipment and Utilities Director Tim Howe gave an overview of the proposed capital projects. The proposed 2026 Utility Revenue Bonds are:
Substation Jim Briley - $832,489
New Navarro Elementary Electric Distribution - $750,000
Cordova Road - $1,892,300
Guadalupe Street - $1,915,302
Unity Lift Station Renewal - $6,000,000
24-inch Geronimo Creek Interceptor (Eng) - $2,000,000
Walnut Branch Sewer Phase IV - $3,000,000
1.5 MG Elevated Storage Tank (Eng) - $2,500,000
Surface Water / Ground Water Interconnect (Con) - $4,000,000
SH46 Upper Pressure Plane Transmission Line Project S6 - $5,000,000
West Booster Pump Station Pumping Expansion - $1,500,000
Water/WW Master Plan - $1,000,000
Contingency Funds - $609,909
Total Issue - $31,000,000

Lastly, Mr. Parker highlighted some other personnel changes included in the proposed budget:
Destination Seguin Fund - $11,558.25, Temporary Visitor Center Administrative Technician
Stormwater Drainage Fund - $141,281.68, 2 Equipment Operators for MS4 Drainage Program
Golf Fund - $111,925.33, Full-time Groundskeeper, Part-time Groundskeeper, 3 part-time Golf Shop Assistants
Increase in Longevity program - General Fund - $40,386.57 & Utility Fund - $27,228.10

Mrs. Caddell informed that on August 19th there will be another Budget Workshop on the City Council agenda. At the Tuesday, September 2, 2025 City Council meeting, the Public Hearing on the proposed budget and tax rate, first reading on the budget, and first reading on the tax rate will occur. The final reading of the ordinances to adopt the budget and tax rate will be held at the Tuesday, September 16, 2025 City Council meeting.

5. Adjourn Special Meeting and Open Budget Workshop

Mayor Dodgen recessed the Special Meeting and opened the Budget Workshop at 8:04 P.M.

25-469 City Council FY2026 Budget Workshop

a. General Fund

b. Debt Service
c. Special Revenue Fund
d. Utility Fund

There being no questions from City Council, Mayor Dodgen thanked Finance Director Susan Caddell for her presenting her 34th budget.

6. Adjournment

Mayor Dodgen adjourned the meeting at 8:05 PM.

_____
Donna Dodgen, Mayor

ATTEST:

_____
Kristin Mueller
City Secretary

City of Seguin

210 E. Gonzales Street
Seguin TX, 78155

Meeting Minutes

City Council

Tuesday, August 19, 2025 | **5:30 PM** | **Council Chambers**

Public & Virtual

1. Call to Order

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

2. Invocation - Pastor Jeremy Pedersen, Faith Lutheran Church

3. Pledge of Allegiance/Salute to the Texas Flag

4. Roll Call

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

Presiding: 1 - Mayor Donna Dodgen

5. Hearing of Residents:

Congresswoman Monica De La Cruz informed that she is the U.S. House Representative for residents of Seguin, declared that she is happy to be attending this meeting in Seguin, and thanked everyone for the honor to represent them in D.C. She informed that she chose a project in Seguin as one of her 15 projects to award community funds to within her district. She explained that the money for this project has gone through committee and the target date to get it on the House floor is December. She is hoping to be back around Christmas with a nice big Christmas present to give the City of Seguin. Additionally, she said she has the privilege of recognizing citizens within her District that have made tremendous impact. She invited everyone to attend the Guadalupe County Congressional Record Ceremony on Wednesday, August 20th at 6:00 P.M. at the Guadalupe Veteran's Outreach Center on 205 E. Weinert Street Seguin, TX, where they are to recognize; Burnt Bean Company's Recognition in the First Texas Michelin Guide, Retirement of Corporal Bill Schroeder, Retirement of Guadalupe County Commissioner Greg Seidenberger, Life of Dr. James C. Lee, Life of Seguin City Councilwoman Sonia Mendez, and the 100th Birthday of U.S. Navy WWII Veteran Charlie Willman.

Nancy Brewington, 5630 Three Oaks Rd, read an article from the San Antonio Express News describing how land use must change as Texas grows because increased impervious coverage and stormwater run-off. She said she supports policies that will make us more resilient and that the City should abandon land use practices that do the opposite. She reiterated that she is opposed to the Cordova Road extension that

would connect Three Oaks Rd to Laguna Vista and stated that the proposed road is within 250ft of the Guadalupe River.

Julian Leal, 849 Prexi Dr., thanked the City for adding that pavillion at Manuel Castilla Park. He informed that the park was given to the City of Seguin by Rio Negales Electric years ago. He said the park had ten trees planted then and recently the park had four more lights added. He opined that Juan Seguin Park had more lights in the 1950s than Manuel Castilla Park has now. He stated that more trees needed to be planted and informed that Manuel Castilla was the first Mexican-American to serve on City Council and was Mr. Leal's boy scout leader when he was 12 years old.

6. Presentation

a. 25-421 Recognition of Diana Leos, Office Supervisor - Police, upon her retirement. - Donna Dodgen, Mayor

Mayor Donna Dodgen recognized the retirement of Diana Leos. She thanked her for her 28 years and 7 months of service and wished her great success in her retirement.

b. 25-479 Certificate of Recognition to Electric Department Employees for participating in the Texas Linemen's Rodeo. - Donna Dodgen, Mayor

Mayor Donna Dodgen congratulated the City of Seguin Electric Department for their exceptional performance and reputation in this years Texas Linemans Rodeo. She gave special congratulations to the Journeyman Team of Nathan Thiry, Dylan Rodgers, and Ryan Bustamante for earning 1st Place – Overall Municipal Division; 3rd Place – Overall Journeyman Team and 4th Place in Double Bell Change. The team also won $10,500 in TEEX scholarships for future lineworker training. She stated that their hard work, teamwork, and professionalism brings great pride to the City of Seguin and inspires continued commitment to safety, service, and mastery of their craft.

Councilmember Biesenbach said that if you had not had a chance to watch the guys compete at the rodeo, you should try to get out to watch them. He said what they do everyday is impressive but to watch them do it very fast is amazing to see.

Mayor Dodgen agreed that it is truly amazing to watch them work and the guys competing have been doing this for awhile and do a great job.

c. 25-414 Recognition of Jessica Dersen and Brittney Watson for being 2025 Rising Stars of Guadalupe County honorees. - Donna Dodgen, Mayor

Mayor Dodgen congratulated Industry & Workforce Development Manager Jessica Dersen and
Jessica Dersen and Marketing and Events Manager Brittney Watson for being named as a 2025 Rising Star of Guadalupe County by the Seguin Chamber of Commerce and Seguin Young Professionals. She applauded them for their extraordinary professional leadership, involvement and commitment to the community, and thanked them for all that they do.

7. Consent Agenda

A motion was made by Councilmember Joe Rea, seconded by Councilmember Bill Keller, that the following items be approved on the Consent Agenda. The motion carried by the following vote:

Presiding: 1 - Mayor Dodgen

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

a. 25-490 Minutes of the August 5, 2025 City Council Meeting.

These Minutes were approved.

b. 25-491 Check Report August 2, 2025 through August 15, 2025.

The Check Report was acknowledged.

c. 25-450 Ordinance on second reading repealing Ordinance No. 07-101 and Ordinance No. 2001-69; Establishing a Savings Clause; providing for severability; and establishing an effective date.

This Ordinance was adopted.

Enactment No: 2025-041

d. ZC 17-25 CC Ordinance on second reading to consider a Zoning Change from Agricultural Ranch (A-R) to Commercial (C) for the property located at the 900 BLK of IH 10 W., Property ID: 51493, (ZC 17-25).

This Zoning Ordinance was adopted.

Enactment No: 2025-042

e. 25-471 Resolution accepting the Petition for Release from the City's Extraterritorial Jurisdiction filed by Cameron and Sara Birdwell for one property in Guadalupe County (Property ID No. 187701) and granting the request for Release effective the date of the passing of this Resolution.

This Resolution was approved.

Enactment No: 2025R-067

f. 25-477 Resolution authorizing the City Manager to execute Change Orders No. 1, 2, and 3 with D&D Contractors, Inc. for the North Heideke Street Drainage Improvement Project (a GLO CDBG-MIT Grant Project) at a cumulative cost of $31,289.14; and declaring an effective date.

This Resolution was approved.

Enactment No: 2025R-068

g. 25-467 Authorization to move the first City Council Meeting in October 2025 to Monday, October 6, 2025 to allow Council Members to participate in National Night Out on Tuesday, October 7, 2025.

This Action Item was approved.

8. Recess Regular Meeting and Open Budget Workshop

Mayor Dodgen recessed the Open Meeting and opened the Budget Workshop at 5:55 P.M.

a. 25-469 City Council FY2026 Budget Workshop

a. General Fund
b. Debt Service
c. Special Revenue Fund
d. Utility Fund

Mayor Pro Tem Carter thanked Finance Director Susan Caddell and her team for the work put into preparing the budget.

City Manager Steve Parker declared that the City Staff is proud of the budget; that it is conservative on revenue estimates and expenditures but was still able to accomplish what needed to be accomplished.

Councilmember Lievens thanked Mrs. Caddell for answering his budget related questions last week and also declared his appreciation for the City using conservative accounting measures.

City Manager Parker said it is difficult to be a 187 year old city with aging infrastructure while also being one of the fastest growing cities in the country.

Mrs. Caddell informed that the Public Hearing and first vote on the budget and tax rate will be at the September 2nd City Council meeting.

9. Adjourn Budget Workshop and Reconvene Regular Meeting

Mayor Dodgen adjorned the Budget Workshop and reconvened into the Regular Meeting at 5:59 P.M.

10. Action Items - Discussion and Possible Motion to Approve

a. 25-480 Record Vote on a proposed New Tax Rate of $.5135 per $100 valuation for FY2026 and provide direction to staff. - Susan Caddell, Director of Finance

The FY26 Proposed Budget includes a proposed tax rate of $.5135 per $100 valuation, which is the no-new-revenue tax rate. It is an increase of $.001 above the current rate. This rate consists of $.2154 for debt service and $.2981 for maintenance and operations. The first vote on the tax rate will be held on September 2, 2025 with the second vote being held on September 16, 2025.

Councilmember Biesenbach made a motion, seconded by Councilmember Eveld to place a proposal to adopt a tax rate of $.5135 per $100 valuation on an agenda of a future City Council meeting. The motion carried by the following vote:

Presiding: 1 - Mayor Dodgen

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

b. 25-470 Resolution adopting the Fiscal Year 2025-2026 Budget for the Seguin Economic Development Corporation. - Josh Schneuker, Director of Economic Development

Director of Economic Development Josh Schneuker gave an overview of the Fiscal Year 2026 Seguin Economic Development Corporation (SEDC) Budget. Total Revenues are budgeted at $2,469,466 and Total Expenditures at $2,243,336.

Councilmember Carlsson said he is doing a great job and we have to spend money to make money. Carlsson asked if anything he wanted to ask for that he didn't ask for and Josh confirmed there was not. He said they got everything they asked for in their budget and that covering the debt service is most important because the water line to the Ackerman Tract is important, the TSTC campus is important. Mr. Schneucker said that the Economic Development Corporation runs pretty efficiently. He would like to focus on growing the incentive infrastructure fund, while it is tighter this year because they have the opportunity to be bold, they like to leverage the funds to put through other projects as they come up.

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

Presiding: 1 - Mayor Dodgen

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

Enactment No: 2025R-069

c. 25-446 Ordinance on first reading amending the Seguin Code of Ordinances, Appendix C - Fee Schedule, relevant portions of Chapter 66-Library and Chapter 74-Parks and Recreation; providing for a severability clause; declaring an effective date; preparing this ordinance for publication; and authorizing City staff to submit this ordinance as a supplement to the Seguin Code of Ordinances. - Silvia Christy, Library Director; Jack Jones, Director of Parks and Recreation; and Bruce Allen, Golf Course Manager

Parks and Recreation Director Jack Jones said this item was presented at the previous City Council meeting.

Councilmember Carlsson asked if everything was kosher and Golf Course Manager Bruce Allen said that the Golf Advisory Board had a Special meeting and recommended approval of the proposed golf fees as presented.

City Manager Parker said that City Council had previously discussed that they want as much of the $13M in principal and interest spent to improve the golf course be paid for by the people playing golf. These fees take that into consideration. He did state that, like any park amenity, it may need to be subsidized by the General Fund.

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

Presiding: 1 - Mayor Dodgen

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

d. 25-489 Discussion and possible action to adopt revised Council Meeting Procedures, updating meeting types, agenda submission deadlines, citizen comment rules, and decorum provisions. - Mark Kennedy, City Attorney

City Attorney Mark Kennedy stated that the last time the Council Meeting Procedures were updated was in 2003. He summarized that most of the changes made were clean up or modifications driven by new legislation. He said the definition of "notice of possible quorum" was added and explained how House Bill 1572 changed the agenda notice posting requirements from 72 hours to 3 full business days.

Councilmember Gaytan asked if the proposed changes to item 2b. will prevent an item that a councilmember request to be on the agenda from going onto the agenda. Attorney Kennedy replied that the intent of the change is to further clarify that a conversation might be needed between staff and the requestor to determine what and how the item is presented. Councilmember Gaytan stated that he would prefer it not say endeavor to put it on the agenda, but that it will be put on the agenda. Attorney Kennedy said that will reword 2b. to say that the item will be placed on the agenda and if clarification is needed the requesting council person will be contacted.

Councilmember Gaytan also commented that he is opposed to the removal of the 90 day requirement for reintroducing items for reconsideration in 2c. He said he liked the 90 day window being there and referenced a recent item, Lily Springs, that was brought back to council before the 90 days and said he didn't think it was handled correctly.

Councilmember Biesenbach said that with Lily Springs there was new information available. Attorney Kennedy clarified that because Councilmember Biesenbach was a councilmember that participated in the voting majority of that previous action and he was the one that requested for it to be reconsidered, Roberts Rules of Order allows for it. Councilmember Gaytan stated that he was not familiar with that rule and would like to see it and look at it more closely. Attorney Kennedy said that he would provide Council with it.

Lastly, Attorney Kennedy informed that it is proposed to change the amount of time allowed for public comment from five minutes to three minutes. Councilmember Gaytan said he believes that they should not limit the time of residents coming to speak. Councilmember Lievens thanked Attorney Kennedy for taking his call related to this earlier this week. He shared that it also bothered him to cut the amount of time for public comment initially but said that he saw that many other cities have a three minute limit. Councilmember Gaytan stated that he has seen where citizens comments have effected the vote of council. Councilmember Eveld suggested that there is not a lot of citizens that come up to comment. Councilmember Carlsson said that he agrees with what was said so far. Councilmeber Gaytan declared that council is there to serve and listen. Councilmember Biesenbach said that he is a free speech absolutist and agrees that the time should not be limited. Attorney Kennedy said that

he will revert the amount of time for public comment back to five minutes.

Councilmember Gaytan suggested that the Mayor should not have the discretion to limit the time for public comment as she does not vote. He thinks it should be the people voting that should decide if they still need to hear what is being said. He said he leans on the side of free speech and the resident should have the opportunity to talk. Councilmember Lievens stated that Mayor deserves to have a level of discretion. It is different if they are making the same argument than if they are making different arguments. Councilmember Gaytan said even by making the same argument, you are risking hearing a new point of the same argument.

Councilmembers gave consensus to postpone this item to allow for Attorney Kennedy to make the suggested changes and to reintroduce the item at a future City Council meeting.

11. Closed Session

Mayor Dodgen recessed the Open Meeting and convened into Closed Session at 6:47 P.M.

a. 25-438 Section 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, regarding the purchase and/or value of real property associated with the Geronimo Creek Wastewater Treatment Plant Force Main project in Guadalupe County, Texas. Possible action may follow in Open Session.

b. 25-466 Sections 551.071(2) (Consultation with legal Counsel), 551.072 (Deliberation Regarding the Purchase and/or Value of Real Property), and 551.087 (Deliberation Regarding Economic Development Negotiations) of the Texas Government Code, regarding approximately 7 acres of land along SH123 near Barnes Drive, and utilities facilities servicing that property, within the corporate limits of the City of Seguin. Possible action may follow in Open Session.

c. 25-472 Section 551.087 (Deliberation Regarding Economic Development Negotiations) of the Texas Local Government Code, 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.
To deliberate the offer of a financial or other incentive to a business prospect.
- Project Vaquero
- Project Vast

d. 25-483 Section 551.074 (Personnel Matters) of the Texas Government Code, related to the employment and duties of the City Manager and the City Manager's Employment Agreement. Possible action may follow in Open

Session.

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

Mayor Dodgen adjourned Closed Session and reconvened into Open Session at 7:38 P.M.

a. 25-474 Resolution declaring a necessity for the acquisition of a 3.39-acre permanent utility easement and a 2.307 acre temporary construction easement on a tract of land situated in the John Sowell Survey, A-35, Guadalupe County, Texas and being over, through, and across the remainder of a called 71.079 acre tract of land conveyed to David W. Dougherty Revocable Trust in Document No. 2014019788 in the Official Public Records of Guadalupe County, Texas, and being more particularly described by metes and bounds and shown in Exhibit "A" attached hereto and incorporated herein for all purposes for the purpose of the installation, construction, operation, maintenance, repair, upgrade and removal of multiple water, wastewater and reuse water transmission lines and related above and below ground appurtenances along FM 466 and authorizing the institution of condemnation proceedings to acquire said property interests to the extent negotiations are unsuccessful.

Mayor Dodgen announced this item was pulled from the agenda.

b. **25-512** Resolution authorizing execution of a Letter Amendment to the Agreement for Professional Services & Employment as City Manager - City of Seguin, Texas, as presented in Closed Session.

This Resolution was approved

Presiding: 1 - Mayor Dodgen

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

Enactment No: 2025R-170

c. **25-513** Resolution authorizing the City Manager to execute a Chapter 380 Economic Development Agreement with Nolte Farms BTR Seguin LP, as presented in Closed Session.

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

Presiding: 1 - Mayor Dodgen

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

Enactment No: 2025R-171

13. Adjournment

Mayor Dodgen adjourned the meeting at 7:40 P.M.

_____

Donna Dodgen, Mayor

ATTEST:

_____

Kristin Mueller, City Secretary



CITY OF SEGUIN

Check Report

By Check Number

Date Range: 08/16/2025 - 08/26/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: 1F-COS Pooled Cash						
00-4060	D & D CONTRACTORS INC	08/21/2025	EFT	0.00	4,509,704.96	22391
00-5629	D & S CONCRETE CONTRACTORS	08/21/2025	EFT	0.00	172,895.25	22392
00-2974	PAPE-DAWSON CONSULTING ENGINEERS, LLC	08/21/2025	EFT	0.00	3,347.40	22393
00-4957	AMERITURF	08/25/2025	EFT	0.00	3,833.47	22394
00-4827	ASSOCIATED CONSTRUCTION PARTNERS LTD	08/25/2025	EFT	0.00	897,097.55	22395
00-6113	BGE INC	08/25/2025	EFT	0.00	36,833.75	22396
00-4060	D & D CONTRACTORS INC	08/25/2025	EFT	0.00	163,904.46	22397
00-2404	DATA PROJECTIONS INC	08/25/2025	EFT	0.00	65,880.40	22398
00-6148	GUADALUPE REGIONAL MEDICAL GROUP	08/25/2025	EFT	0.00	295.00	22399
00-4409	GUERRA UNDERGROUND, LLC	08/25/2025	EFT	0.00	182,626.06	22400
00-4316	HUMANE EDUCATORS OF TEXAS, LLC	08/25/2025	EFT	0.00	550.00	22401
00-9430	JACKSON, MICHELLE	08/25/2025	EFT	0.00	51.00	22402
00-9165	JIMENEZ, RICARDO	08/25/2025	EFT	0.00	46.92	22403
00-3927	LOWERY PROPERTY ADVISORS LLC	08/25/2025	EFT	0.00	2,200.00	22404
00-4407	MID-AMERICA GOLF AND LANDSCAPING, INC.	08/25/2025	EFT	0.00	544,192.44	22405
00-4051	MILLER, BRANDY P, PHD, PC	08/25/2025	EFT	0.00	1,200.00	22406
00-9314	PARKER, STEVE	08/25/2025	EFT	0.00	60.00	22407
00-8349	PERRY HOMES	08/25/2025	EFT	0.00	8,301.40	22408
00-4717	PRECISION SIDEWALKS LLC	08/25/2025	EFT	0.00	7,772.26	22409
00-5879	QRO MEX CONSTRUCTION CO INC	08/25/2025	EFT	0.00	633,519.76	22410
00-9043	SALINAS, MYRA	08/25/2025	EFT	0.00	226.00	22411
00-6140	SKYBLUE UTILITIES INC	08/25/2025	EFT	0.00	540,247.16	22412
00-5493	T7 Enterprises	08/25/2025	EFT	0.00	681.00	22413
00-3761	THE POUNDS GROUP, LLC	08/25/2025	EFT	0.00	1,518.43	22414
00-1760	VOGUE SHOES	08/25/2025	EFT	0.00	240.00	22415
00-3828	YAMAHA MOTOR FINANCE CORPORATION USA	08/25/2025	EFT	0.00	1,945.65	22416
00-9472	ZWICKE, MELISSA	08/25/2025	EFT	0.00	51.00	22417
00-5564	CANON FINANCIAL SERVICES, INC.	08/25/2025	Regular	0.00	2,495.23	159320
00-11099	DR HORTON HOMES	08/25/2025	Regular	0.00	57,074.05	159321
00-74	GUADALUPE BLANCO RIVER AUTH.	08/25/2025	Regular	0.00	21,299.33	159322
00-4278	GUADALUPE COUNTY HOSPITAL BOARD	08/25/2025	Regular	0.00	857.50	159323
00-145	GUADALUPE MEDIA LTD	08/25/2025	Regular	0.00	360.00	159324
00-4007	MONTOYA, AMANDA	08/25/2025	Regular	0.00	270.00	159325
00-5844	PROGRESSIVE COMMERCIAL AQUATICS, LLC	08/25/2025	Regular	0.00	21,567.50	159326
00-3370	SCHINNERER & COMPANY, INC.	08/25/2025	Regular	0.00	260.00	159327
00-2489	SEGUIN HERITAGE MUSEUM	08/25/2025	Regular	0.00	10,626.36	159328
00-11268	SITTERLE HOMES	08/25/2025	Regular	0.00	12,568.75	159329
00-1079	SOTELO, OSCAR	08/25/2025	Regular	0.00	6,475.59	159330
00-11289	TE THE NGUYEN	08/25/2025	Regular	0.00	500.00	159331
00-153	THE SEGUIN GAZETTE-ENTERPRISE	08/25/2025	Regular	0.00	326.98	159332
00-2919	UNION PACIFIC RAILROAD COMPANY	08/25/2025	Regular	0.00	29,550.00	159333
00-11290	UNITED HEALTHCARE OVERPAYMENTS	08/25/2025	Regular	0.00	120.99	159334
00-6215	WASTE CONNECTIONS OF TEXAS	08/25/2025	Regular	0.00	221,632.06	159335
00-2036	XEROX BUSINESS SOLUTIONS SOUTHWEST	08/25/2025	Regular	0.00	26.35	159336
00-2036	XEROX BUSINESS SOLUTIONS SOUTHWEST	08/25/2025	Regular	0.00	2.31	159337
00-179	XEROX FINANCIAL SERVICES LLC	08/25/2025	Regular	0.00	226.00	159338
00-179	XEROX FINANCIAL SERVICES LLC	08/25/2025	Regular	0.00	140.57	159339
00-179	XEROX FINANCIAL SERVICES LLC	08/25/2025	Regular	0.00	419.00	159340
00-179	XEROX FINANCIAL SERVICES LLC	08/25/2025	Regular	0.00	131.00	159341
00-179	XEROX FINANCIAL SERVICES LLC	08/25/2025	Regular	0.00	132.57	159342
00-5307	A & A TECHNOLOGY GROUP INC	08/25/2025	Virtual Payment	0.00	18,855.03	APA000277
00-5955	ADVANCE STORES COMPANY, INCORPORATED	08/25/2025	Virtual Payment	0.00	885.15	APA000278
00-3945	ALAMO ENVIRONMENTAL INC	08/25/2025	Virtual Payment	0.00	3,400.00	APA000279
00-3090	ALAMO GROUP (TX) INC	08/25/2025	Virtual Payment	0.00	25.98	APA000280

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00-3329	ALL TEX PIPE & SUPPLY	08/25/2025	Virtual Payment	0.00	863.75	APA000281
00-213	ALTEC INC	08/25/2025	Virtual Payment	0.00	1,205.46	APA000282
00-2767	AMERICAN LUBE SUPPLY	08/25/2025	Virtual Payment	0.00	2,908.00	APA000283
00-6	ANGEL PEST CONTROL, INC.	08/25/2025	Virtual Payment	0.00	49.99	APA000284
00-5295	ANIXTER INC	08/25/2025	Virtual Payment	0.00	156,084.00	APA000285
00-5413	ARBER INC.	08/25/2025	Virtual Payment	0.00	495.00	APA000286
00-3920	AUSTIN ARMATURE WORKS, LP	08/25/2025	Virtual Payment	0.00	3,075.00	APA000287
00-4998	AUSTIN GILLIAM ENTERTAINMENT LLC	08/25/2025	Virtual Payment	0.00	702.02	APA000288
00-2378	AUTOWORX	08/25/2025	Virtual Payment	0.00	5,122.73	APA000289
00-1434	BAKER & TAYLOR LLC	08/25/2025	Virtual Payment	0.00	1,661.41	APA000290
00-383	BD HOLT CO	08/25/2025	Virtual Payment	0.00	5,299.70	APA000291
00-3753	BEALOR JR., BRUCE	08/25/2025	Virtual Payment	0.00	5,600.36	APA000292
00-242	BECKER'S FEED & FERTILIZER, INC	08/25/2025	Virtual Payment	0.00	936.00	APA000293
00-4708	BENNETT AND SONS, LLC	08/25/2025	Virtual Payment	0.00	69.79	APA000294
00-892	BOUND TREE MEDICAL, LLC	08/25/2025	Virtual Payment	0.00	3,089.18	APA000295
00-21	BRAUNTEX MATERIALS INC	08/25/2025	Virtual Payment	0.00	3,338.55	APA000296
00-5580	BRENNTAG SOUTHWEST INC	08/25/2025	Virtual Payment	0.00	7,800.00	APA000297
00-4516	BRINKLEY SARGENT WINGTON ARCHITECTS, INC	08/25/2025	Virtual Payment	0.00	2,392.17	APA000298
00-2312	BUGAI, SCOTT WILLIAM DVM	08/25/2025	Virtual Payment	0.00	2,062.50	APA000299
00-2178	CALLAWAY GOLF SALES CO	08/25/2025	Virtual Payment	0.00	971.97	APA000300
00-4125	CARPENTER DECORATING CO INC	08/25/2025	Virtual Payment	0.00	9,154.93	APA000301
00-906	CARTER'S TIRE CENTER	08/25/2025	Virtual Payment	0.00	1,255.15	APA000302
00-27	CARTER'S TIRE CENTER INC	08/25/2025	Virtual Payment	0.00	133.45	APA000303
00-1053	CDW GOVERNMENT LLC	08/25/2025	Virtual Payment	0.00	63,426.23	APA000304
00-3357	CENTRAL KNOX, INC.	08/25/2025	Virtual Payment	0.00	421.20	APA000305
00-3505	CINDY'S ALTERATIONS	08/25/2025	Virtual Payment	0.00	156.00	APA000306
00-1023	CMC STEEL TEXAS	08/25/2025	Virtual Payment	0.00	44.20	APA000307
00-3707	COBURN SUPPLY CO INC	08/25/2025	Virtual Payment	0.00	37,500.00	APA000308
00-4494	CORE & MAIN	08/25/2025	Virtual Payment	0.00	231.00	APA000309
00-2348	CRUNK, HOWARD E	08/25/2025	Virtual Payment	0.00	350.00	APA000310
00-2679	CT FIELDSCAPES LLC	08/25/2025	Virtual Payment	0.00	2,090.00	APA000311
00-39	CULLIGAN WATER CONDITIONING	08/25/2025	Virtual Payment	0.00	46.00	APA000312
00-4275	DAVEY RESOURCE GROUP, INC	08/25/2025	Virtual Payment	0.00	5,381.44	APA000313
00-316	DIETZ FLOWER SHOP LP	08/25/2025	Virtual Payment	0.00	85.00	APA000314
00-3027	DIETZ TRACTOR COMPANY	08/25/2025	Virtual Payment	0.00	1,086.50	APA000315
00-5830	DOGGETT FREIGHTLINER OF S TEXAS LLC	08/25/2025	Virtual Payment	0.00	99.25	APA000316
00-3093	DUGGER GRAFE SWANSON, INC.	08/25/2025	Virtual Payment	0.00	2,000.00	APA000317
00-3497	EDUCATION SERVICE CENTER, REGION 20	08/25/2025	Virtual Payment	0.00	170.00	APA000318
00-3687	ELLIOTT ELECTRIC SUPPLY INC	08/25/2025	Virtual Payment	0.00	4,150.00	APA000319
00-57	EWALD KUBOTA, INC	08/25/2025	Virtual Payment	0.00	2,372.87	APA000320
00-344	FEDERAL EXPRESS CORPORATION	08/25/2025	Virtual Payment	0.00	88.18	APA000321
00-3864	FERGUSON US HOLDINGS, INC	08/25/2025	Virtual Payment	0.00	3,632.86	APA000322
00-1735	FUQUAY, INC.	08/25/2025	Virtual Payment	0.00	498,030.00	APA000323
00-476	G A POWERS CO LLC	08/25/2025	Virtual Payment	0.00	577.46	APA000324
00-3591	GENSERVE LLC	08/25/2025	Virtual Payment	0.00	3,420.00	APA000325
00-360	GRAINGER PARTS OPERATIONS-S.A.	08/25/2025	Virtual Payment	0.00	65.81	APA000326
00-361	GRAYBAR ELECTRIC CO INC	08/25/2025	Virtual Payment	0.00	2,080.11	APA000327
00-4139	GREEN ACRES COMMERCIAL SERVICES LLC	08/25/2025	Virtual Payment	0.00	2,461.00	APA000328
00-4774	GRIFFITH FORD SEGUIN, LLC	08/25/2025	Virtual Payment	0.00	1,323.69	APA000329
00-4036	GTS TECHNOLOGY SOLUTIONS INC	08/25/2025	Virtual Payment	0.00	2,981.68	APA000330
00-4278 Rx	GUADALUPE COUNTY HOSPITAL BOARD	08/25/2025	Virtual Payment	0.00	2,144.23	APA000331
00-6128	GUADALUPE PRINTING & SOLUTIONS LLC	08/25/2025	Virtual Payment	0.00	132.00	APA000332
00-1292	HD SUPPLY INC	08/25/2025	Virtual Payment	0.00	741.91	APA000333
00-3636	HDR ENGINEERING INC	08/25/2025	Virtual Payment	0.00	7,750.00	APA000334
00-3113	HEAT SAFETY EQUIPMENT LLC	08/25/2025	Virtual Payment	0.00	6,135.22	APA000335
00-4787	HELENA AGRI-ENTERPRISES LC	08/25/2025	Virtual Payment	0.00	3,170.90	APA000336
00-3640	IMPACT PROMOTIONAL SERVICES LLC	08/25/2025	Virtual Payment	0.00	967.33	APA000337
00-790	INDUSTRIAL DISPOSAL SUPPLY COMPANY	08/25/2025	Virtual Payment	0.00	85.05	APA000338
00-2256	INFOSEND INC	08/25/2025	Virtual Payment	0.00	9,692.33	APA000339
00-1389	INGRAM LIBRARY SERVICES, INC	08/25/2025	Virtual Payment	0.00	464.92	APA000340
00-11060	J.L. MATTHEWS COMPANY	08/25/2025	Virtual Payment	0.00	790.54	APA000341

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00-2332	JANWAY COMPANY	08/25/2025	Virtual Payment	0.00	1,811.00	APA000342
00-4572	JEC CONCRETE & LANDSCAPE, LLC	08/25/2025	Virtual Payment	0.00	1,478.00	APA000343
00-6003	JIMENEZ, REBECCA D	08/25/2025	Virtual Payment	0.00	20.00	APA000344
00-4778	JOHNSTON TECHNICAL SERVICES, INC	08/25/2025	Virtual Payment	0.00	50,807.68	APA000345
00-3289	JustFOIA, Inc	08/25/2025	Virtual Payment	0.00	7,041.84	APA000346
00-788	KBS ELECTRICAL DISTRIBUTORS, INC.	08/25/2025	Virtual Payment	0.00	2,967.20	APA000347
00-6156	KIMLEY-HORN AND ASSOCIATES INC	08/25/2025	Virtual Payment	0.00	147,415.41	APA000348
00-4615	LEADSONLINE LLC	08/25/2025	Virtual Payment	0.00	3,771.00	APA000349
00-2713	LENOVO INC	08/25/2025	Virtual Payment	0.00	1,651.50	APA000350
00-5013	LEWIS, RICHARD, JR.	08/25/2025	Virtual Payment	0.00	4,800.00	APA000351
00-4994	LONGHORN, INC.	08/25/2025	Virtual Payment	0.00	1,774.40	APA000352
00-102	LOWER COLORADO RIVER AUTHORITY	08/25/2025	Virtual Payment	0.00	9,528.00	APA000353
00-3927	LOWERY PROPERTY ADVISORS LLC	08/25/2025	Virtual Payment	0.00	9,500.00	APA000354
00-6069	LUCAS HOLDINGS LLC	08/25/2025	Virtual Payment	0.00	997.00	APA000355
00-5088	LUNA, JASON JOEL	08/25/2025	Virtual Payment	0.00	2,154.40	APA000356
00-2681	M & S ENGINEERING LLC	08/25/2025	Virtual Payment	0.00	6,820.00	APA000357
00-3041	MAHAJAY INVESTMENTS LTD	08/25/2025	Virtual Payment	0.00	5,724.75	APA000358
00-4035	MESSER, FORT & MCDONALD PLLC	08/25/2025	Virtual Payment	0.00	2,270.00	APA000359
00-3396	MIDWEST TAPE	08/25/2025	Virtual Payment	0.00	279.66	APA000360
00-4952	MITY-LITE, INC.	08/25/2025	Virtual Payment	0.00	10,737.16	APA000361
00-3464	MONTANA MA	08/25/2025	Virtual Payment	0.00	130.00	APA000362
00-2601	MOTOROLA SOLUTIONS, INC.	08/25/2025	Virtual Payment	0.00	55,770.66	APA000363
00-3642	NORTH AMERICA FIRE EQUIPMENT CO INC	08/25/2025	Virtual Payment	0.00	12,855.00	APA000364
00-4385	OCLC, INC	08/25/2025	Virtual Payment	0.00	4,543.24	APA000365
00-3794	ODP BUSINESS SOLUTIONS, LLC	08/25/2025	Virtual Payment	0.00	2,465.59	APA000366
00-5636	ONLINE INFORMATION SERVICES INC	08/25/2025	Virtual Payment	0.00	3,004.19	APA000367
00-81	O'REILLY AUTO PARTS	08/25/2025	Virtual Payment	0.00	3,490.68	APA000368
00-2974	PAPE-DAWSON CONSULTING ENGINEERS, LLC	08/25/2025	Virtual Payment	0.00	58,604.68	APA000369
00-718	PARKVIEW VETERINARY CLINIC INC	08/25/2025	Virtual Payment	0.00	621.56	APA000370
00-122	PATHMARK TRAFFIC PRODUCTS OF TEXAS, INC.	08/25/2025	Virtual Payment	0.00	3,726.50	APA000371
00-4792	PEDIATRIC EMERGENCY STANDARDS INC	08/25/2025	Virtual Payment	0.00	15,998.43	APA000372
00-3560	PLACER LABS, INC.	08/25/2025	Virtual Payment	0.00	8,639.50	APA000373
00-2731	POWERPHONE, INC.	08/25/2025	Virtual Payment	0.00	9,400.50	APA000374
00-3440	PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)	08/25/2025	Virtual Payment	0.00	1,531.00	APA000375
00-1298	PROFESSIONAL TURF PRODUCTS LP	08/25/2025	Virtual Payment	0.00	9,139.41	APA000376
00-4247	PVS DX INC	08/25/2025	Virtual Payment	0.00	4,002.00	APA000377
00-98	R D OFFUTT CO	08/25/2025	Virtual Payment	0.00	767.75	APA000378
00-4753	RODRIGUEZ TRANSPORATION GROUP, INC.	08/25/2025	Virtual Payment	0.00	48,762.28	APA000379
00-7108	ROMERO, ADRIANNA	08/25/2025	Virtual Payment	0.00	250.00	APA000380
00-4683	ROSS MOLINA OLIVEROS, P.C.	08/25/2025	Virtual Payment	0.00	185.00	APA000381
00-5929	SAN ANTONIO BELTING & PULLEY CO., INC.	08/25/2025	Virtual Payment	0.00	320.06	APA000382
00-4117	SANDERS, LARRY	08/25/2025	Virtual Payment	0.00	275.00	APA000383
00-3248	SCHERTZ-SEGUIN LOCAL	08/25/2025	Virtual Payment	0.00	318,572.72	APA000384
00-4837	SCHIEVELBEIN, KELLY	08/25/2025	Virtual Payment	0.00	10,000.00	APA000385
00-5014	SCHNEIDER ENGINEERING, LLC	08/25/2025	Virtual Payment	0.00	24,712.93	APA000386
00-3822	SCHULENBURG CHAMBER OF COMMERCE	08/25/2025	Virtual Payment	0.00	138.21	APA000387
00-157	SEEHAUSEN, BRYAN	08/25/2025	Virtual Payment	0.00	1,904.18	APA000388
00-103	SEGUIN CHEVROLET	08/25/2025	Virtual Payment	0.00	188.09	APA000389
00-875	SEGUIN ISD	08/25/2025	Virtual Payment	0.00	2,108.40	APA000390
00-5727	SHADEPRO LLC	08/25/2025	Virtual Payment	0.00	39,390.00	APA000391
00-5438	SIDDONS MARTIN EMERGENCY GROUP LLC	08/25/2025	Virtual Payment	0.00	839.83	APA000392
00-4128	SIDELINE POWER	08/25/2025	Virtual Payment	0.00	3,529.00	APA000393
00-3726	SOUTHERN TIRE MART LLC	08/25/2025	Virtual Payment	0.00	4,713.69	APA000394
00-5625	STEPHEN M GRIFFITH CONSULTING	08/25/2025	Virtual Payment	0.00	3,302.50	APA000395
00-3594	STONES LAZY S RANCH PRODUCTIONS LLC	08/25/2025	Virtual Payment	0.00	600.00	APA000396
00-4263	SYSTEM CONTROLS & INSTRUMENTATION, LLC	08/25/2025	Virtual Payment	0.00	495.00	APA000397
00-4138	TBA SAN ANTONIO LLC	08/25/2025	Virtual Payment	0.00	20,342.85	APA000398
00-4668	TECHLINE PIPE, L.P.	08/25/2025	Virtual Payment	0.00	929.56	APA000399
00-594	TECHLINE, INC	08/25/2025	Virtual Payment	0.00	9,208.88	APA000400
00-3319	TELLUS EQUIPMENT SOLUTIONS LLC	08/25/2025	Virtual Payment	0.00	451.98	APA000401
00-6180	TEXAS CHILLER SYSTEMS LLC	08/25/2025	Virtual Payment	0.00	684.00	APA000402

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00-2524	TEXAS DEPT OF TRANSPORTATION	08/25/2025	Virtual Payment	0.00	984.00	APA000403
00-3089	TEXAS ELECTRIC COOPERATIVES, INC.	08/25/2025	Virtual Payment	0.00	7,160.62	APA000404
00-5121	TEXAS EXCAVATION SAFETY SYSTEM	08/25/2025	Virtual Payment	0.00	1,131.60	APA000405
00-3518	TEXAS MATERIALS GROUP INC	08/25/2025	Virtual Payment	0.00	42,613.90	APA000406
00-3020	TEXAS SPORTS SANDS INC	08/25/2025	Virtual Payment	0.00	6,998.26	APA000407
00-3252	TEXT MY GOV	08/25/2025	Virtual Payment	0.00	3,000.00	APA000408
00-4428	THE REINALT-THOMAS CORPORATION	08/25/2025	Virtual Payment	0.00	236.80	APA000409
00-153	THE SEGUIN GAZETTE-ENTERPRISE	08/25/2025	Virtual Payment	0.00	3,410.15	APA000410
00-4933	THOMSON REUTERS-WEST	08/25/2025	Virtual Payment	0.00	78.00	APA000411
00-4215	TRC ENGINEERS, INC.	08/25/2025	Virtual Payment	0.00	40,065.28	APA000412
00-172	UNIFIRST HOLDINGS INC	08/25/2025	Virtual Payment	0.00	107.00	APA000413
00-4431	USALCO, LLC	08/25/2025	Virtual Payment	0.00	6,025.65	APA000414
00-2834	VISIT WIDGET LLC	08/25/2025	Virtual Payment	0.00	5,388.00	APA000415
00-5898	VOIANCE LANGUAGE SERVICES, LLC.	08/25/2025	Virtual Payment	0.00	95.88	APA000416
00-4349	WARD, GETZ AND ASSOCIATES, PLLC	08/25/2025	Virtual Payment	0.00	139,329.68	APA000417
00-5408	WASHING EQUIPMENT OF TEXAS, LTD	08/25/2025	Virtual Payment	0.00	463.65	APA000418
00-3944	WESTHILL PAVING INC	08/25/2025	Virtual Payment	0.00	27,909.50	APA000419
00-3661	WESTNET INC	08/25/2025	Virtual Payment	0.00	23,453.18	APA000420
00-4295	WRICO CORPORATION	08/25/2025	Virtual Payment	0.00	338.25	APA000421
00-2089	ZONE INDUSTRIES	08/25/2025	Virtual Payment	0.00	4,385.50	APA000422

Bank Code 1F Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	54	23	0.00	387,062.14
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	42	27	0.00	7,779,221.32
Virtual Payments	366	146	0.00	2,175,100.93
	462	**196**	**0.00**	**10,341,384.39**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	54	23	0.00	387,062.14
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	42	27	0.00	7,779,221.32
	462	**196**	**0.00**	**10,341,384.39**

Fund Summary

Fund	Name	Period	Amount
900	COS POOLED CASH	8/2025	10,341,384.39
			10,341,384.39

CITY OF SEGUIN

To:	City Council
From:	Donna Dodgen, Mayor
Date:	August 26, 2025
Subject:	Appointment to Guadalupe Regional Medical Center Board of Managers

SEGUIN TEXAS
It's real.

Historical Background

The Guadalupe Regional Medical Center Board of Managers is composed of seven members, with appointments made by both the Guadalupe County Commissioners Court and the City of Seguin. As provided by statute, one member is appointed jointly by both governing bodies.

Dr. James Lee, the jointly appointed member of the Board of Managers, passed away in June 2025. Dr. Lee's term was set to expire on **February 28, 2027**, leaving a vacancy for the remainder of his term.

Guadalupe County Judge Kyle Kutscher and Seguin Mayor Donna Dodgen have jointly agreed to recommend the appointment of **Beverly Isaiah-Bermudez** to fill this vacancy on the GRMC Board of Managers.

Council action is respectfully requested to approve the joint appointment of **Beverly Isaiah-Bermudez** to the Guadalupe Regional Medical Center Board of Managers, to serve for the unexpired portion of the term ending **February 28, 2027**.

Procurement Methodology and Funding Source

N/A

Staff Recommendation

Staff supports the recommendation.

ATTACHMENTS

1. Beverly Isaiah-Bermudez Resumé

BEVERLY ISAIAH-BERMUDEZ

[redacted]

Morris Bermudez & Clifton, PLLC, New Braunfels, Texas — 2008 – Present
SENIOR PARTNER & MANAGING MEMBER/
MEMBER (PARTNER)/ASSOCIATE ATTORNEY

Beverly Isaiah-Bermudez, Attorney at Law, Canyon Lake, Texas — 2006 – 2008
SOLO PRACTITIONER

Daniels & Daniels, Attorneys at Law, San Antonio, Texas — 2000 – 2006
ASSOCIATE ATTORNEY

Automated Legal Systems, Inc, d/b/a ProDoc, Universal City, Texas — 1998 – 1999
ATTORNEY & DIRECTOR OF SALES & MARKETING

Consultant/Texas Careers Paralegal School, San Antonio. Texas — 1995 – 1998
INDEPENDENT CONTRACT ATTORNEY/ADJUNCT PROFESSOR

Associates Corporation of North America, Dallas, Texas — 1988-1994
(subsidiary of Ford Motor Company)
ASSISTANT GENERAL COUNSEL/ATTORNEY II/ATTORNEY I

Federal Home Bank, Dallas, Texas — 1987-1988
IN-HOUSE REGULATORY COUNSEL

EDUCATION

University of Houston Law Center, Houston, Texas — 1986
Juris Doctorate (worked full-time while earning law degree)

Texas A & M University, College Station, Texas — 1981 (early Class of 1982 graduate)
Bachelor of Art, Political Science, Magna Cum Laude
(National Merit Scholarship, Dean's List, Division I Volleyball Letterman)

ASSOCIATIONS/CERTIFICATIONS

Member/Licensed, State Bar of Texas (1987)
Ad Litem Certified, State Bar of Texas
Member, Comal County Bar Association
Member, Guadalupe County Bar Association
Past Member, San Antonio Bar Association, Bexar County Women's Bar Association, Elder Law Section
Fellow, San Antonio Bar Foundation
Past Committee Member, State Bar of Texas/Professionalism Committee
Member & Past Vice President, San Antonio Black Lawyers Association
Volunteer, Bexar County Pro Bono Wills Clinic, Bench Brunch, Mentor/Mentee Program, S.A.L.T. (Hurricane evacuee legal response team), Hays County Dispute Resolution Center

CIVIC CONTRIBUTIONS

Director, Women's Development Track
Board Member (Vice Chairperson), Seguin Main Street Program
Fellow, The Justice Foundation (formerly Texas Justice Foundation)
Vice President, Arts In Education Chair, Council Delegate, Scholarship Chair, Smithson Valley PTA
Arts in Education Chair, Rebecca Creek Elementary School PTA
Charter Member, Texas Conservative Academic Network
Volunteer, Adopt-A-School Mentorship; Meals on Wheels; Java Jive
Children's Ministry Pastor (ordained) and/or Director, Community Bible Church, Oak Hills Church, North Shore UMC (total service in ministry over 30 years)

HOBBIES/ACTIVITIES

Art, nature walks, fitness/wellness enthusiast, poetry interpretation, volleyball, travel, antique shopping, horses generally and for therapeutic purposes

GRMC Board of Managers

Name	Appointment	Term	
City Appointments:			
Louis Ramirez	3/21/2000	(Initial Term)	
	2/1/2003	2/28/2009	
	2/1/2009	2/28/2015	
	3/1/2015	2/28/2021	
	3/1/2021	2/28/2027	
Ruben James Reyes [redacted]	4/5/2022	2/28/2026	Unexpired Term
Penny Follis [redacted]	3/1/2025	2/28/2031	
Dr. James Lee [redacted]	4/1/2009	2/28/2015	
	3/1/2015	2/28/2021	
	3/1/2021	2/28/2027	*Vacant June 2025
County Appointments:			
Ronnie Humphrey [redacted]	3/1/2016	2/28/2022	
	3/1/2022	2/28/2028	
Jim Colvin, MD	7/25/2023	2/28/2027	* Unexpired Term
Dolores Major	3/1/2007	2/28/2013	
	3/1/2013	2/28/2019	
	3/1/2019	2/28/2025	
	3/1/2025	2/28/2031	

The Hospital Board is composed of seven members. Three members are appointed by the City of Seguin. Three members are appointed by Commissioners Court. One member is appointed jointly by the City and County. The term of each member is six years. Controlled by state statute (Health & Safety Code, Section 265.013) - no residency requirement

No Term Limits

[redacted]

CITY OF SEGUIN

To: City Council
From: Susan Caddell, Director of Finance
Date: August 25, 2025
Subject: Investment Report for Quarter Ended June 30, 2025

Historical Background

According to the Public Funds Investment Act, Tex. Gov't Code Ann., Chapter 2256 and the City of Seguin's Investment Policy, quarterly investment reports are required to be provided to the City Council.

Attached you will find the investment report for the quarter ended June 30, 2025. The investments range from the City pool accounts to bank accounts and escrow funds. All investments are allowed within the City of Seguin's Investment Policy. Average interest rates have decreased since last quarter by .0536%.

The total of all investments decreased from March 31 to June 30 by $23,008,816. We received the funds from the 2025 Certificates of Obligation in the amount of $144,600,000 in February and have now begun to spend those funds. The columns labeled TWDB are either the escrow or investments for the funds received from the Texas Water Development Board Bonds for the Geronimo Creek Wastewater Treatment Plant expansion. The escrow funds will be released to the City periodically, but we are still required to report them on our investment reports. Interest earnings increased from the quarter ended March 31, 2025 by $386,364. Interest rates have decreased by .8755% from June 30, 2024 along with interest earnings by $39,510. The total of all investments increased by $68,863,423 from June 30, 2024.

Action Requested

City Council must approve the quarterly investment report.

Staff Recommendation

Staff recommends approval of the investment report.

ATTACHMENTS

Investment report for quarter ended June 30, 2025.

Investment Report - City of Seguin
April 1, 2025 - June 30, 2025

Description*	TEXPOOL	LOGIC	TX Class	TX Class-TWDB	TWDB21-Escrow	TWDB23-Escrow	BANK-CK	TOTAL
Par $ Amount	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Beginning Book Value 04-01-25	3,873,513	150,811,812	325,445,268	139,787,976	1,200,961	23,051,816	2,079,263	646,250,609
Ending Book Value 06-30-25	6,795,690	145,850,326	317,217,417	126,978,077	1,206,371	23,278,385	1,915,527	623,241,793
Beginning Market Value 04-01-25	3,873,552	150,829,307	325,462,084	139,795,199	1,200,961	23,051,816	2,079,263	646,292,182
Ending Market Value 06-30-25	6,795,690	145,856,598	317,202,137	126,971,960	1,206,371	23,278,385	1,915,527	623,226,668
Purchase Date	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Call Date	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maturity Date	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Call Yield	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maturity Yield	4.3134%	4.4281%	4.4155%	4.4155%	3.8899%	3.8899%	0.4000%	3.6789%
Estimated Interest Accrued/(Bank Fees) this Period	58,537	1,638,514	3,522,149	1,465,101	11,833	226,569	3,458	6,926,160
% of Portfolio as of 06-30-25	1.09%	23.40%	50.90%	20.37%	0.19%	3.74%	0.31%	100%

CERTIFICATION

We certify the investment activity and strategies described in this report are in compliance with the City's Investment Policy and State law.

Steve Parker, City Manager

Susan Caddell, Director of Finance

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

From: Dale Skinner, Fire Chief

Date: August 20, 2025

Re: Increase Purchase Order 25672

Historical Background

The fire department provides uniforms for all sworn personnel. Each year the department secures an open purchase order Impact Promotional Services, a uniform store to ease the purchasing process in the amount of $45,000.

Action Requested

Authorize an increase in Purchase Order #25672 in the amount of $20,000. This would increase the Purchase Order amount to $65,000.

Procurement Methodology & Funding Source

Purchase is being made utilizing the Buyboard cooperative purchasing agreement, Purchases utilizing the Buyboard contract are in compliance with state bidding requirements and allow local governments the benefit of volume discount pricing and an expedited procurement process.

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

Staff Recommendation

Staff recommends increase in Purchase Order #25672 in the amount of $20,000.

Attachments

Original Purchase Order and resolution.

Respectfully,

Dale Skinner
Fire Chief

STATE OF TEXAS
CITY OF SEGUIN

Resolution No._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF TWENTY THOUSAND DOLLARS ($20,000) TO THE FIRE DEPARTMENT UNIFORM PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seguin previously approved funding for Fire Department uniforms; and

WHEREAS, the Fire Department has determined that the full approved budget is necessary in order to meet operational needs; and

WHEREAS, the proposed change order in the amount of Twenty Thousand Dollars ($20,000) will fully utilize the Fire Department's allocated uniform budget for the current fiscal year; and

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

1. That the City Council hereby approves a change order to the Fire Department uniform purchase order in the amount of Twenty Thousand Dollars ($20,000).

2. That this adjustment shall fully allocate the Fire Department's uniform budget for the current fiscal year.

3. That the City Manager, or designee, is authorized to take all necessary actions to implement this resolution.

READ, PASSED, AND APPROVED, this the **2nd** day of **September 2025.**

_____
Donna Dodgen, Mayor

ATTEST:

_____
Kristin Mueller, City Secretary

CITY OF SEGUIN
205 N. River
Seguin, TX 78155
PH: (830) 379-3212
FAX: (830) 401-2499

PURCHASE ORDER

PO Number: 25672 **Date:** 10/02/2024
Requisition #: 25672 **Vendor #:** 00-3640
Requested By: Garrick Herbert **Needed By:**
Department: FIRE ADMINISTRATION

ISSUED TO: GOT YOU COVERED WORK WEAR & UNIFORMS
10795 Hammerly Blvd Ste# 330
Houston, TX 77043-

SHIP TO: Fire Admin @ Municipal Court Bldg
660 Hwy 46 S
Seguin, TX 78155

ITEM	QTY	DESCRIPTION	VENDOR PART #	INVENTORY ITEM #	PRICE	AMOUNT
1	0	Fire Department Uniforms			0.00	45,000.00

Buyboard Contract # 670-22
6/1/2022-5/31/2025

Buyer: Celeste Moreno

Authorized by: Ashley Bruns

SUBTOTAL:	45,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	45,000.00

1. **All goods and services ordered hereupon are for official use. Funds are, or will be, on hand to pay this obligation when due.**
2. **Seller's order acceptance, delivery of materials, or performance of services called for herein shall constitute an acceptance of terms and conditions including pricing herein and as stated in bid documents.**
3. **No changes may be made to this order without the prior written consent of the Buyer.**
4. **Submit invoice electronically at accountspayable@seguintexas.gov or to City of Seguin Accounts Payable, PO Box 591, Seguin, TX 78156.**
5. **Payment terms are net 30, unless otherwise stated, and will be made in compliance with the applicable provisions of the Texas Government Code.**
6. **All goods are to be shipped FOB Destination, Prepaid and Allowed unless otherwise stated and agreed by Buyer. COD shipments will not be accepted.**
7. **Purchase Order number must appear on all shipping documents, containers, and invoices.**
8. **Seller must submit a separate invoice on each purchase order after each delivery.**
9. **The City is exempt from all city, state, and federal excise taxes. Do not include tax on invoices. A tax exemption certificate is available upon request. FEIN 74-6002279.**
10. **Both parties agree that venue for any litigation arising from this contract shall lie in Guadalupe County, Texas**

Purchasing Department (830) 401-2451 FAX (830)401-2414

CITY OF SEGUIN **RESOLUTION NO. _____**

STATE OF TEXAS

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE GUADALUPE REGIONAL MEDICAL CENTER, GUADALUPE COUNTY AND THE CITY OF SEGUIN FOR THE PROVISION OF INDIGENT HEALTHCARE

WHEREAS, the Guadalupe Regional Medical Center ("GRMC") follows the Texas Department of State Health Services Indigent Health Care Program; and

WHEREAS, each year the City of Seguin, Guadalupe County, and GRMC enter into an Interlocal Agreement for Indigent Healthcare that includes an obligation for the City to share in the cost of indigent healthcare; and

WHEREAS, this year's Interlocal Agreement sets the City's maximum cost share at $2,869,453.12; and

WHEREAS, on December 1, 2025, the City will pay to the County one-half of its maximum cost share in the amount of $1,434,726.56; and

WHEREAS, on August 31, 2025, rather than being issuing a rebate, GRMC will provide a statement of indigent costs to date, for which the City will pay 50% of any balance greater than $100.00, up to the maximum cost share.

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

PART ONE. The attached Interlocal Agreement between the City of Seguin, Guadalupe County and the Guadalupe Regional Medical Center is approved.

PART TWO. The City Manager, Steve Parker is authorized to execute the Interlocal Agreement for Indigent Health Care.

PART THREE. This Resolution is retroactively effective to September 1, 2025.

PASSED AND APPROVED on the 2nd day of September 2025.

_____
DONNA DODGEN
MAYOR

ATTEST:

_____
Kristin Mueller
City Secretary

INTERLOCAL AGREEMENT FOR INDIGENT HEALTHCARE FOR

2025 - 2026

STATE OF TEXAS

GUADALUPE COUNTY

THIS AGREEMENT, is made by and between the County of Guadalupe, Texas ("County"), the City of Seguin, Texas ("City") and Guadalupe Regional Medical Center ("GRMC").

RECITALS

WHEREAS, this Agreement is made under the authority granted by and pursuant to the Indigent Health Care and Treatment Act, Chapter 61 of the Texas Health and Safety Code; and

WHEREAS, the GRMC agrees to provide indigent health care for the residents of Guadalupe County in compliance with the Texas Department of State Health Service's Indigent Health Care Program; and

WHEREAS, the County and City agree to pay to GRMC eight (8) percent of the total general fund tax levy with county sales tax added as shown on the County Indigent Health Care Information report; and

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements of the parties hereinafter set forth herein, including the recitation above, the County and the City, and the Medical Center have agreed as follows:

I.

During the term of this agreement, the GRMC agrees to follow the Texas Department of State Health Service's Indigent Health Care Program in all matters including, but not limited to, the application process, billing requirements, reporting, notification and audit requirements. GRMC accepts responsibility for those charges that are determined by the Texas Department of State Health Services to be not in compliance with the Indigent Health Care Program. GRMC accepts responsibility to complete the reports required by the Texas Department of State Health Services including, but not limited to, the CIHCP Monthly Financial/Activity Report (Form 105) and present it to the County for signature and

prepare for the County a letter of notification to the State both at the six (6) percent level and before the eight (8) percent level.

II.

It is further understood that in the performance of all obligations undertaken by this agreement, GRMC is acting as an independent contractor with the right to supervise, manage, control, and direct the performance of the Indigent Health Care Program; the County and City will look to GRMC for results only and the County and City shall have no right at any time to direct or supervise GRMC's administration of the Indigent Health Care Program or its agents or employees in the performance of such services or as to the manner, means, or method in which the services are performed.

III.

It is further understood that any prisoner held in either the City or County jail who otherwise qualifies as indigent under the guidelines established in accordance with the terms and conditions of Section 61 of the Texas Health and Safety Code will be entitled to inclusion in Guadalupe County's Indigent Healthcare program.

IV.

It is expressly understood that the County and City are responsible for maximum sum of $5,738,906.24 which is eight (8) percent of the County's total general tax levy with County sales tax added as shown on the 2025 County Indigent Health Care Information report, to fully discharge their obligations under this agreement; and

V.

On December 1, 2025, the County shall pay GRMC the sum of $2,869,453.12, which represents the first half of the County's and City's joint obligation to pay GRMC for the qualified indigent healthcare allowable amount. On December 1, 2025, the City shall pay to the County the sum of $1,434,726.56. On or about August 31, 2026, GRMC will provide the County and the City with an annual statement of dollars of healthcare administered by GRMC through the Indigent

Health Care Program. Should there be funds remaining with GRMC over one hundred dollars ($100.00), the funds will be distributed per Section VI below. Should there be an outstanding balance over one hundred dollars ($100.00) owed to GRMC, the County and City will each pay to GRMC fifty percent (50%) of the balance owed to GRMC on or before September 30, 2026. This represents the second half of each party's obligation to pay GRMC for the qualified indigent healthcare in an amount not to exceed the remaining allowable sum of $1,434,726.56. Neither the County nor the City will be expected to jointly cover a remaining balance that exceeds a total of $2,869,453.12.

VI.

The term of this agreement shall be twelve (12) months beginning September 1, 2025 and ending August 31, 2026. If GRMC has more than one hundred dollars ($100.00) of those funds left over after paying for all charges compliant with the Indigent Health Care Program GRMC shall reimburse the City and County the full amount of unspent funds on or before September 30, 2026. GRMC shall be responsible for splitting any reimbursement issued pursuant to this paragraph equally between the City and the County.

EXECUTED in triplicate originals in Guadalupe County, Texas, and shall be effective on September 1, 2025.

EXECUTED in triplicate originals by Guadalupe County Judge, Kyle Kutscher on _____ _____, 2025.

_____
GUADALUPE COUNTY
By: Kyle Kutscher, County Judge

SUBSCRIBED AND SWORN TO BEFORE ME on _____, 2025, to certify which witness my hand and seal of office.

_____
Notary Public in and for the State of Texas

EXECUTED in triplicate originals by City of Seguin, City Manager Steve Parker on ___ _____, 2025.

_____
CITY OF SEGUIN
By: Steve Parker, City Manager

SUBSCRIBED AND SWORN TO BEFORE ME on _____, 2025, to certify which witness my hand and seal of office.

_____
Notary Public in and for the State of Texas

EXECUTED in triplicate originals by Guadalupe Regional Medical Center CEO Robert G. Haynes on _____, 2025.

_____
GUADALUPE REGIONAL MEDICAL CENTER

By: Robert G. Haynes, CEO

SUBSCRIBED AND SWORN TO BEFORE ME on _____, 2025, to certify which witness my hand and seal of office.

_____
Notary Public in and for the State of Texas

It's real.

Memorandum

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

From: Timothy J. Howe, Director of Utilities

Through: Rick Cortes, Deputy City Manager

Cc: Ricardo Jimenez, Water Treatment Manager

Subject: Resolution authorizing the ratifying of the purchase of one pump and motor for the High Service Pump #5 and approving the motor repair for the Industrial High Service Pump #3

Date: September 2, 2025

Historical Background

The Seguin Water Treatment Plant relies on multiple pumps and motors to meet water demand and ensure system redundancy. These components are critical to maintaining continuous operation in the event of equipment failure.

Action Requested

Consider a resolution ratifying the cost of an emergency pump and motor replacement for city high service pump #5 and approving the repair of industrial high service Pump #3 to maintain water demand and redundancy in the distribution system.

Procurement Methodology & Funding Source

Quotes were received from Austin Armature Works, LP for the purchase and installation of one pump and motor in the amount $49,931.64 and motor repair in the amount $18,752.72 for a total amount of $68,684.36 based on prices from the purchasing cooperative known as BuyBoard. BuyBoard is a national purchasing cooperative administered by the State of Texas and purchase utilizing BuyBoard contracts comply with Texas bidding requirements



Operation and maintenance money will fund this work; however, an end-of-year budget amendment will be required.

Staff Recommendation

Staff recommends approving a resolution ratifying the cost of an emergency pump and motor replacement for city high service pump #5 and approving the repair of industrial high service Pump #3 for $68,684.36 plus a $1,315.64 contingency, for a total of $70,000.

ATTACHMENTS

1. Resolution: Ratify the cost of purchasing one pump and motor and approve the cost of repairing the motor for pump #3.
2. Quotes from Austin Armature, LP

CITY OF SEGUIN **RESOLUTION NO._____**

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, RATIFYING THE COST OF AN EMERGENCY PUMP AND MOTOR REPLACEMENT FOR CITY HIGH SERVICE PUMP #5 AND APPROVING THE REPAIR OF INDUSTRIAL HIGH SERVICE PUMP #3; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the Water Treatment Plant relies on multiple pumps and motors to meet water demand and ensure system redundancy; and

WHEREAS, these components are critical to maintaining continuous operation, especially in the event of equipment failure; and

WHEREAS, a quote was obtained from Austin Armature Works, LP, to purchase and install one pump and motor for the High Service Pump #5 based on prices from the purchase cooperative known as Buy Board; and

WHEREAS, another quote was obtained from Austin Armature Works, LP to repair the Industrial High Service Pump #3 motor based on prices from the purchase cooperative known as Buy Board; and

WHEREAS, BuyBoard is a national purchasing cooperative administered by the State of Texas, and purchases utilizing BuyBoard contracts comply with Texas bidding requirements; and

WHEREAS, City staff recommends accepting the purchase of one pump and motor and repairing the motor in the amount of $49,931.64 and $18,752.72 for a $68,684.36 plus $1,315.64 in contingency for a total of $70,000; and

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

Part 1. The City Council of Seguin, Texas, hereby approves the purchase of one pump and motor and repair motor in the amount of $49,931.64 and $18,752.72 for a $68,684.36, plus $1,315.64 in contingency for a total of $70,000

Part 2. The City Council finds that the above-referenced purchase was and is exempt from formal procurement under Chapter 252 of the Texas Local Government Code, pursuant to Sections 252.022 (a)(2) and (a)(3).

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

PASSED AND APPROVED this 2nd day of September 2025.

_____
DONNA DODGEN, MAYOR

ATTEST:

_____
Kristin Mueller
City Secretary

Quote

Austin Armature Works, LP
496 Commercial drive, Buda, TX 78610
Phone (512)312 0088 Fax (512)312 0988

Contact	Customer Number	Quote Date	Quote Number
RICK Jimenez	001227	8/4/2025	NSQ27029

Quote To:
CITY OF SEGUIN
PO BOX 591
SEGUIN, TX 78156

Ship To:
Seguin WWTP
101 Klein Rd
SEGUIN, TX 78155

FOB

Ship Via	Terms	Quoted By	Customer RFQ	Customer PO
	Net 30	Charles Moore Jr		

Product ID	Qty	Description	Sales Price		Total
12518OT3E405TS-W40	1	Buyboard 770-25 WEG 125 hp, 1,800 rpm, 230/460 Volts, 3 Phase, General Purpose, Frame: 404/5TS, ODP, Foot Mounted	7,981.00	28.00% DISC.	5,746.32
		in stock Chicago			
Pump, Custom Build	1	Buyboard 770-25 HSP #6 Peerless 8AE13 (8x10-13) Rated for 125 HP, 1800 RPM Aluminum Bronze Impeller with Integral Rings (NSF 61) 304 SS Shaft Sleeves Seal Type: Mechanical Seal Material: JC, Tp 8-1, 32-73°F, NSF Carbon/Sil-Car, EPR, 316SS Mechanical Seal Flush Piping - 18-8 Stn Steel Base: Fabricated Steel Non-Drip Rim Base Coupling Type & Size: Dodge, G Lign SteelGrid: 1060T10 Coupling Guard: ANSI B15.1 Coupling Guard, Steel	32,419.15	20.00% DISC.	25,935.32
Labor	1	Labor and materials for a turn key instalallation Includes all repiping and wiring of motor Includes regrouting of pump Includes alignment and startup All valves must work and isolate the system Existing wiring and conduit to be reused	17,500.00		17,500.00
Freight	1	Estimated freight charges	750.00		750.00

Quotes are only Valid for 30 days.

Unless specifically listed, the quote does not include any tariff fees. If tariff fees are charged at the time of shipment, they will be added to the final invoice

Subtotal:		**49,931.64**
Freight:		**0.00**
Other:		**0.00**
0.0000 %	Sales Tax 1:	**0.00**
0.0000 %	Sales Tax 2:	**0.00**
Total:		**49,931.64**

SIGNATURE: _____ DATE: _____

PO# (IF NOT ALREADY ISSUED):

Quote

AAW Pumps Motors Controls
Austin Armature Works, LP
496 Commercial drive, Buda, TX 78610
Phone (512)312 0088 Fax (512)312 0988

Attn	cc
Phone:	**Fax:**
(830) 401-2408 x	(830) 401-2499 x

Quote Number SRQ8458

Job Number SR10992

Customer Information

CITY OF SEGUIN
PO BOX 591
SEGUIN, TX 78156

Ship To Information

City of Seguin
603 River Dr West
SEGUIN, TX 78155

Quote Date:	8/12/2025
Customer ID:	001227
Quoted By:	Charles Moore Jr
RFQ #:	
Salesperson:	Charles Moore Jr
Terms:	Net 30

Nameplate Information

ID	A12751
Motor-Model	5KS447DAJ6021B
Rating	300
RPM	1780
Enclosure	WP1
Rated A.	340
DE Brg#	UPPER 235A2536AB01
# of Phases	3

Motor-Make	GE
Motor-Serial #	ANFT017U017
HP Unit	HP
Frame	L447TP20
Rated V.	460
ODE Brg#	UPPER LOWER 6217
Catalog #	V4530

Quote Information

Ship Via:

Reason For Work:
BUYBOARD NUMBER 770-25
Incoming test
Teardown and Inspection

Required Work:
Electrical test & Test run, Record Volts, Amps, and Vibration levels (if able)
Measurements, & Breakdown Photos
Check Heaters
Complete teardown & inspection
Wash & Bake Stator (if required)
Return Job Packet to Office after inspection

Rewind Motor:
Take disassembly photos.
Record winding data and strip winding.
Perform core loss test; rewind stator if test passes.
Double dip and bake stator.
Provide and replace heaters.
Provide and replace thermistors.
Clean all parts and check mechanical fits.
Perform machine work as required (to be determined).
Dynamically balance rotor if required.
Provide and install new bearings.
Assemble motor with photos.
Use Polyrex unless customer requests otherwise.
Perform test run; record volts, amps, and vibration levels.
Complete final prep: prime and paint - match incoming
Conduct final quality assurance with photos.

Comments:

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **PO# (If not yet issued)** _____

Quote

Pumps Motors Controls
Austin Armature Works, LP
496 Commercial drive, Buda, TX 78610
Phone (512)312 0088 Fax (512)312 0988

Attn	cc
Phone:	**Fax:**
(830) 401-2408 x	(830) 401-2499 x

Quote Number
SRQ8458
Job Number
SR10992

Customer Information	Ship To Information
CITY OF SEGUIN PO BOX 591 SEGUIN, TX 78156	City of Seguin 603 River Dr West SEGUIN, TX 78155

Quote Date:	8/12/2025
Customer ID:	001227
Quoted By:	Charles Moore Jr
RFQ #:	
Salesperson:	Charles Moore Jr
Terms:	Net 30

	Pick Up On	Lead Time	Total Price
Work Based on Straight Time:		2-3 Weeks	**$18,752.72**

Fee:	If Not Repaired an Inspection Fee Will Apply	**$560.00**

Quotes are only Valid for 30 days.

Unless specifically listed, the quote does not include any tariff fees. If tariff fees are charged at the time of shipment, they will be added to the final invoice

Any & All repair jobs past 90 days are subject to

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **PO# (If not yet issued)** _____

CITY OF SEGUIN
TO: City Council
FROM: Kate McCloud
DATE: August 20, 2025
SUBJECT: Truck purchase for MVCPA SB 224 Catalytic Converter Grant Program

SEGUIN TEXAS
It's real.

Historical Background

The City of Seguin was recently awarded a grant from the Motor Vehicle Crime Prevention Authority (MVCPA). This grant provides financial assistance to support law enforcement agencies for economic motor vehicle theft, including, but not limited to, theft of a catalytic converter attached to a motor vehicle, and fraud-related motor vehicle crime enforcement teams (referred to as taskforces).

As part of this grant, the City was awarded up to $45,468 in funding for the purchase of a half-ton pick-up truck to be used to conduct targeted patrols in high-risk areas, respond rapidly to auto theft incidents, and support surveillance and investigative operations. The truck enhances the department's ability to track stolen vehicles, recover property on unimproved locations, thereby strengthening overall enforcement and prevention efforts under the MVCPA program The grant requires the City to contribute 20% (approximately $9094) of the purchase price of the vehicle to fulfil the grant's match requirement.

The Seguin Police Department has followed the City's Purchasing Policy to identify a vehicle that will satisfy the needs of the department and the requirements of the grant project. This vehicle is being sourced from Bluebonnet Ford, New Braunfels and will cost $54,559.00.

Action Requested

The City Council must approve the resolution to authorize the purchase of the vehicle.

Procurement Methodology & Funding Source

The grant will reimburse the city for 80% of the purchase price of the vehicle, up to $45,468, the city would be required to pay the remaining balance. The City's portion of the purchase would be made from the Police Department's Asset Forfeiture Fund.

Procurements will be made according to the City of Seguin Purchasing Policy.

Staff Recommendation

Staff recommend approval of the resolution to authorize the purchase of this vehicle.

Attachments

1. Resolution authorizing the vehicle purchase
2. Quote from Griffith Ford, Seguin

3. Quote from Red McCombs Ford San Antonio
4. Quote from Bluebonnet Ford New Braunfels
5. SB 224 CCG MVCPA Award Letter

STATE OF TEXAS
CITY OF SEGUIN

Resolution No._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, AUTHORIZING THE PURCHASE OF A FORD F150 OF TRUCK FROM BLUEBONNET FORD TO SUPPORT ACTIVITIES FUNDED UNDER THE SB 224 CATALYTIC CONVERTER GRANT PROGRAM; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE SAID PURCHASE.

WHEREAS, the City of Seguin has been awarded funding through the Motor Vehicle Crime Prevention Authority SB224 Catalytic Converter Grant Program administered by the State of Texas to support law enforcement and public safety activities aimed at deterring and addressing catalytic converter theft; and

WHEREAS, the City has identified the need for the purchase of a truck to transport equipment and support field operations related to the grant program's enforcement and outreach activities; and

WHEREAS, acquisition of the truck is an eligible and necessary expenditure under the terms of the grant and will enhance the City's capacity to implement program initiatives effectively; and

WHEREAS, the purchase complies with applicable procurement requirements and has been reviewed and recommended by the Seguin Police Department and the Finance Department;

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

SECTION 1. That the City Council hereby approves the purchase of a truck in support of the SB224 Catalytic Converter Grant Program, in an amount not to exceed $55,000, and authorizes funding from the grant for this purchase.

SECTION 2. That the City Manager is hereby authorized to execute any and all documents necessary to complete said purchase, including but not limited to purchase agreements, vendor contracts, and payment authorizations.

SECTION 3. That this Resolution shall become effective immediately upon its passage.

READ, PASSED, AND APPROVED, this the **2nd** day of **September, 2025**.

_____
Donna Dodgen, Mayor

ATTEST:

_____
Kristin Mueller, City Secretary

GRIFFITH FORD SEGUIN
1880 I-10
Seguin
TX, 78155
www.griffithfordseguin.com

Deal #
20489

Brandon Rizo
Contact Sales: (830) 303 - 3673
robertc@griffithford.com

BR

Seguin Jack Pd
+1-(361) 401 - 3102 | +1-(361) 401 - 3102 | ethanclendenen@gmail.com
350 N Guadalupe St, Seguin, TX 78155

2025 Ford F-150
XLT 4WD SuperCrew 5.5' Box

Stock # : 34405N
Color : BLUE

Finance	36 Mo	48 Mo	60 Mo
$0.00 Customer Cash	**$1,814.50/mo**	**$1,425.69/mo**	**$1,194.30/mo**
Rebates	$2,000.00	$2,000.00	$2,000.00

Payment Detail

Discount	$7,165.00
Rebates	$2,000.00
Griffith Price	$57,400.00
Taxes 0	$0.00
Fees	$608.50
Amount Financed	$56,008.50

X _____
Customer Signature & Date

X _____
BRANDON RIZO | Manager Signature & Date

Payments offered here are all subject to final credit approval from the lending institution. Vehicle Price does not include accessories and is before Taxes and/or applicable fees. Leases in some cases require additional cash for Security Deposit, and at Lease's End, Lessee is responsible for $0.25 per Mile over 12000 Miles per year and a Disposition Fee of $495.00. Wear and tear guidelines apply. All prices, specifications, and availability subject to change without notice.

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RED MCCOMBS FORD
8333 IH 10 WEST
SAN ANTONIO TX 78230
PH: (210)349-4949 FAX: (210)357-1479

MOTOR VEHICLE BUYERS ORDER

DEAL NO.: 343756

Salesperson JASON CASTILLO Date 08/20/2025

Buyer / Co-Buyer CITY OF SEGUIN

Address 250 N RIVER ST City SEGUIN State TX Zip 78155-5627

Cell Phone Res. Phone Bus. Phone (830)379-3212

VEHICLE I.D. NUMBER	YEAR	MAKE	MODEL	COLOR	MILEAGE	STOCK NO.
1FTEW3LD0SFA47750	2025	FORD TRUC	F-150 SERIES	CARBONIZED	35	F50537

Buyer offers to purchase from Seller the Sale Unit on the terms and conditions set out below:

AT THIS DEALERSHIP: • A customer may obtain their own financing. • The finance charge may be negotiable. • The dealership (Seller) may assign the retail installment contract. • A person may acquire a retail installment contract or an outstanding balance under a contract from another person on the terms, including the price, to which they agree. No person acquiring or assigning a retail installment contract or balance under a contract, has any duty to disclose to any other person the terms on which a contract or balance under a contract is acquired, including any discount, difference between the rates, charges, or balance under the contract and the rates, charges, or balance acquired (Finance Code Sec. 348.301).

TRADE-IN INFORMATION

YEAR	MAKE/MODEL	MILEAGE

VEHICLE I.D. NUMBER	PAY OFF
	N/A

OWED TO	PHONE NUMBER

DISCLAIMER OF WARRANTIES

THE ABOVE-DESCRIBED VEHICLE SOLD BY SELLER IS SOLD AS IS, WITHOUT EITHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND BY SELLER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS, AND BUYER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE, UNLESS A WRITTEN WARRANTY BY, OR SERVICE CONTRACT WITH SELLER COVERING THE DESCRIBED VEHICLE IS DELIVERED TO BUYER IN CONJUNCTION WITH OR WITHIN 90 DAYS FOLLOWING THE TIME OF THE SALE, BUT SUCH VEHICLE OR ANY OF ITS COMPONENT PARTS MAY BE SUBJECT TO WARRANTY BY THE MANUFACTURER THEREOF.

SALES PRICE OF VEHICLE AS DESCRIBED	$ 64790.00
	$
	$
	$
	$
Cash Down	$ N/A
Rebate	$ 2000.00
Trade Allowance	$ N/A
Trade-In Payoff (if any)	$ N/A
	$
Debt Waiver	$ N/A
Extended Service Agreement	$ N/A
Maintenance Plan	$ N/A
Credit Life	$ N/A
**Dealer's Inventory Tax	$ 119.80
Sales Tax	$ N/A
*Documentary Fee	$ 225.00
License Fee / E-Tag Fee	$ 185.00
Title Fee	$ 33.00
Inspection Fee	$ N/A
	$
Unpaid Balance	$ 63352.80

*A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE, A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS NOT REQUIRED BY LAW. *UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL, PERO ÉSTE PODRÍA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN RELACIONADA CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.*

****The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.**

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. *La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrato y que aparezca en le contrato de venta.*

If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit on terms described herein an no contractual relationship is created. This order does not constitute an agreement for the extension of credit.

Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly.

If the Buyer's used car trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in.

Buyer agrees to deliver the original bill of sale and the title to any trade-in along with the delivery of the trade-in and further agrees to execute any and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and is free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrepairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed.

Seller makes no representations concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed required or prescribed by government agency, upon which Seller has relied.

It is expressly agreed to and understood by Buyer and Seller that in the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle.

Buyer agrees to all the above listed charges.

AS BUYER OF THE ABOVE DESCRIBED VEHICLE, I UNDERSTAND AND AGREE THAT THE SELLER MAY MAKE A PROFIT ON THE SALE OF THE VEHICLE, ANY ADD-ON EQUIPMENT, INSURANCE PRODUCT, FINANCING, WARRANTY OR SERVICE CONTRACT, REPAIR, OR ANY OTHER PRODUCT OR SERVICE SOLD BY SELLER.

BUYER _____ ACCEPTED BY: _____
DEALER OR AUTHORIZED REPRESENTATIVE

CO-BUYER _____ DATE: 08/20/2025

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

BUYER

BLUEBONNET
Ford | Lincoln | Jeep

351 Interstate 35 S
New Braunfels, TX 78130
Toll Free (800) 375-2277
Ph. (830) 606-8011 • Fax (830) 606-1152

Deal # _____ Stock No. TFB85347

Date _____

Year 2025 Make Ford Model F150 4x4 Crew

Serial No. 1FTFW3LD5SFB85347

Miles _____ Color Carbonized Gray

TRADE INFORMATION

Yr	Make	Model
Lic. No.		Mileage
Ser. No.		
Second Trade		
Yr	Make	Model
Lic. No.		Mileage
Ser. No.		

BASE PRICE		0
Undercoat, Window Etch	$	~~199.00~~
CASH PRICE OF VEHICLE	$	
TRADE ALLOWANCE	$	( )
CASH DIFFERENCE	$	54,579.00
Full Service Deputy Fee	$	5.00
Dealer's Inventory Tax	$	
Sales Tax	$	
Title / Registration & State Inspection Fees	$	
License Fee	$	
Documentary Fee	$	225.00
DELIVERY PRICE OF VEHICLE	$	54,559.00
Extended Service Plan	$	
Payoff On Trade-Good Till _____	$	
TOTAL AMOUNT DUE	$	
Down Payment	$	
TOTAL TO FINANCE	$	

Payoff To
Acct # Good Till
Address
City State Zip
Phone
Recvd from By

IF IT IS DETERMINED THE ACTUAL PAYOFF IS MORE THAN THE ESTIMATED PAYOFF, THE CUSTOMER WILL PAY THE DIFFERENCE TO BLUEBONNET MOTORS, INC. UPON DEMAND. IF THE ESTIMATED PAYOFF IS GREATER THAN THE ACTUAL PAYOFF THE EXCESS IS DUE TO THE UNDERSIGNED BY BLUEBONNET MOTORS, INC.

_____
CUSTOMER SIGNATURE

FIN - GB024

☐ DEMONSTRATION DRIVE

COMMITMENTS:

Ethan Clendenen
830-401-2370

Customer Initial X _____

This order is not valid until approved by dealer and its sales management.

Registered Owner/Owners
(Owner) City of Seguin
(Signature) _____
(Owner) _____
(Signature) _____
Address 410 N. Camp St.
City Seguin County Guad. State Tex
Res.: _____ Bus.: _____ Zip 78155
Cell _____ Cell _____
E-mail _____

Accepted Subject to Finance: BLUEBONNET MOTORS, INC.

Salesperson Lynda by _____

FD DRB-006149 TX 9-NORMAL,NB,106149.SG301 9390 220250807 BLEND 6264 ULC CERT CERT CERT U TRD W RAMP TX BUMP CAMP BOOK EXFT ROTA SAT 031044 820/2280 1FTFW3LD5 SFB85347 NB GU13

ford.com

VEHICLE DESCRIPTION

F-150

SF B85347

2025 F-150 4X4 SUPERCREW
145" WHEELBASE
3.5L POWERBOOST FULL HYBRID
HYB ELEC TEN-SPEED AUTO TRA

EXTERIOR
CARBONIZED GRAY METALLIC
INTERIOR
BLACK SPORT CLOTH 40/CON/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED REFLECTOR HEADLAMPS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- REAR PRIVACY GLASS
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT
- ZONE LIGHTING

INTERIOR
- 12" PRODUCTIVITY SCREEN
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH W/ SMART TRLR TOW CONNECTOR
- FORDPASS™ CONNECT 5GW/I-FI HOTSPOT TELEMATICS MODEM
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE BRAKE ASSIST
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SYNC®4 W/EVR & 12" SCREEN

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SECURE PKG 1 YR INCLUDED
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 302A	7,440.00
•XLT SERIES	
•LED SIDE-MIRROR SPOTLIGHTS	
•POWER-SLIDING REAR WINDOW	
OPTIONAL EQUIPMENT/OTHER	
3.5L POWERBOOST FULL HYBRID	3,560.00
HYB ELEC TEN-SPEED AUTO TRANS	NO CHARGE
3.73 ELECTRONIC LOCK RR AXLE	NO CHARGE
7400# GVWR PACKAGE	
FRONT LICENSE PLATE BRACKET	NO CHARGE
XLT BLACK APPEARANCE PACKAGE	820.00
275/65R 18 BSW ALL-TERRAIN	
18" GLOSS BLACK WHEELS	
50 STATE EMISSIONS	NO CHARGE
FLOOR LINER - TRAY STYLE	200.00
MOBILE OFFICE PACKAGE	780.00
WIRELESS CHARGING PAD	
MIRROR MAN FOLD W/POWER GLASS	
STANDARD FUEL TANK	
TX BADGE	

PRICE INFORMATION	(MSRP)
BASE PRICE	$51,915.00
TOTAL OPTIONS/OTHER	12,800.00
TOTAL VEHICLE & OPTIONS/OTHER	64,715.00
DESTINATION & DELIVERY	2,195.00
TOTAL BEFORE DISCOUNTS	**66,910.00**
XLT MID DISCOUNT	**- 2,000.00**
POWERBOOST HYBRID DISC	**- 1,900.00**
TOTAL SAVINGS	**- 3,900.00**

RAMP ONE: RH80
RAMP TWO:
RAIL
ITEM #: 52-V546 O/T 2

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

TOTAL MSRP $63,010.00

Scan The QR Code to get more details about this vehicle

SG301 N RB 2X 565 006149 07 30 25

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

23 MPG combined city/hwy — 22 city, 24 highway

4.3 gallons per 100 miles

Standard Pickup Trucks range from 12 to 87 MPG. The best vehicle rates 140 MPGe.

You spend **$2,000** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $2,300

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 5 (1 — 10 Best)

Smog Rating (tailpipe only): 6 (1 — 10 Best)

This vehicle emits 386 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.50 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★★, Passenger ★★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★, Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
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FY26 SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority
Statement of Grant Award and Grantee Acceptance Notice

Grant Number:	**608-26-0940300C**
Grantee:	**City of Seguin**
Program Title:	**Seguin Police Department Detection and Apprehension Phase 2**
Grant Award Amount:	**$133,801**
Total Cash Match Amount:	**$26,761**
In-Kind Match Amount:	**$0**
Reimbursement Percent*:	**83.33%**
Grant Term:	**September 1, 2025 to August 31, 2026**

Grant Budget Summary: City of Seguin (App ID: 552)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	$0	$0	$0	
Fringe	$0	$0	$0	
Overtime	$0	$0	$0	
Professional and Contract Services	$0	$0	$0	
Travel	$0	$0	$0	
Equipment	$45,468	$9,094	$54,562	
Supplies and Direct Operating Expenses (DOE)	$88,333	$17,667	$106,000	
Total	$133,801	$26,761	$160,562	

*Reimbursement Percent: 83.33%: $133,801 MVCPA amount / ($133,801 MVCPA amount + $26,761 Cash Match)

That whereas, The **City of Seguin** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on April 14, 2025 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Seguin Police Department Detection and Apprehension Phase 2** and further identified by grant number **608-26-0940300C** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY26 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **07/29/2025** and

Whereas, the Grantee desires to accept the FY26 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on April 14, 2025;

- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY26 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

__X__ **Non-Supplanting** - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

__X__ **Intelligence Sharing** - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

APPROVED AND ACCEPTED BY:



Authorized Official

Steve Parker, City Manager

Printed Name and Title

7/30/2025

Date Signed

Seguin Police Department

350 N. Guadalupe Street
Seguin, Texas 78155

Phone: (830) 379-2123
Fax: (830) 401-2379

MEMORANDUM

TO: Mayor Donna Dodgen, City Council Members, City Manager Parker

FROM: Marcos Martinez, Lieutenant

REF: Justification for asset disposal – Watchguard systems

DATE: August 21, 2025

In 2024, the Seguin Police Department transitioned from the Watchguard 4RE and Vista body camera system to the Axon ecosystem of products. The department had originally implemented the Watchguard system in 2016 as a replacement for the previous in-car video and body camera solutions. The Watchguard system was gradually phased in alongside new vehicle leases through 2023.

Over time, the Watchguard system presented significant challenges. Its reliance on physical servers and the frequent need for direct troubleshooting by City of Seguin IT staff made the system increasingly inefficient. These operational difficulties, along with outdated technology, led to the department's adoption of the Axon system—offering enhanced equipment capabilities and streamlined support.

Currently, the department's remaining Watchguard equipment ranges in condition from functional to non-functional and is now considered obsolete for operational use. Equipment includes:

- 4RE In-Car Video Systems
- Vista Body Cameras
- Associated components and accessories

All equipment has been securely wiped in accordance with Criminal Justice Information Services (CJIS) standards and reset to factory settings by the City of Seguin IT Department.

Proposed Disposition of Equipment

If approved, the department requests authorization to auction the complete inventory of Watchguard equipment on GovDeals, a government surplus auction platform, by October of the next fiscal budget year. Due to the quantity and variety of components, the department recommends the auction be conducted in bulk with the following reserve pricing:

- First-Tier Reserve Price: $10,000.00

- Second-Tier Reserve Price: $5,000.00

Use of Proceeds

The department further proposes that all revenue generated from the auction be applied toward offsetting the annual payment for the current Axon equipment contract, thereby reducing the financial impact on the department's operating budget.

Attachments:

1. Overview Watchguard Decommission Auction Inventory
2. Parts List Watchguard Decommission Auction Inventory
3. Disposal of Asset Form- PD Watchguard Parts

CITY OF SEGUIN **RESOLUTION NO. 2025-XXX**

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, APPROVING THE DISPOSAL OF WATCHGUARD EQUIPMENT AND AUTHORIZING ITS SALE THROUGH GOVDEALS, AND PROVIDING FOR THE USE OF PROCEEDS.

WHEREAS, the Seguin Police Department transitioned from the Watchguard 4RE and Vista body camera system to the Axon ecosystem of products in 2024; and

WHEREAS, the Watchguard system, implemented in 2016, has become obsolete, burdensome to maintain, and no longer supports the operational needs of the department; and

WHEREAS, the remaining Watchguard equipment—including 4RE in-car video systems, Vista body cameras, and associated components and accessories—has been securely wiped in accordance with Criminal Justice Information Services (CJIS) standards and reset to factory settings by the City of Seguin IT Department; and

WHEREAS, the Police Department has recommended that the complete inventory of Watchguard equipment be auctioned in bulk through GovDeals, a government surplus auction platform, with tiered reserve pricing of $10,000 (first tier) and $5,000 (second tier); and

WHEREAS, the Police Department has further recommended that proceeds from the auction be applied toward offsetting the annual payment for the current Axon equipment contract, thereby reducing the financial impact on the department's operating budget.

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

1. That the City Council hereby approves the disposal of the Watchguard equipment as described in the memorandum dated August 21, 2025, from Lieutenant Marcos Martinez of the Seguin Police Department and the attached Exhibit A and Exhibit B.
2. That the City Council hereby authorizes the sale of said equipment in bulk through GovDeals, with reserve pricing as outlined in the proposal.
3. That the City Council hereby directs that all proceeds generated from the sale be applied toward offsetting the annual payment for the Police Department's Axon equipment contract.
4. That this Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Seguin, Texas, on this the 2nd day of September 2025.

DONNA DODGEN
MAYOR

ATTEST:

Kristin Mueller
City Secretary

WATCHGUARD MASTER PARTS LISTS

WatchGuard 4RE In-Car Video

Part #s:	Description:	ASKING PRICE	ORIGINAL COST	Count	ASKING PRICE TOTALS	ORIGINAL TOTAL COST
WGA00428-101	MikroTik RBGroove52HPn (Radio Only)	$ 15.00	$ 200.00	34	$ 510.00	$ 6,800.00
WGA00480-101	4RE, HD DVR, Gen 2, 200GB HDD (Wiped)	$ 180.00	$ 2,500.00	53	$ 9,540.00	$ 132,500.00
WGA00370-400	4RE, Remote Display Control Panel, Gen 4 (400)	$ 56.00	$ 750.00	51	$ 2,856.00	$ 38,250.00
WGA00543-200	Front Camera, 4RE, HD Panoramic X2	$ 75.00	$ 1,000.00	55	$ 4,125.00	$ 55,000.00
WGA00437	Front Camera, 4RE, HD	$ 13.00	$ 175.00	1	$ 13.00	$ 175.00
WGP01760-200	Camera, Infrared Analog, WMv.2, 114 Degree, 2-Pin Connector	$ 14.00	$ 195.00	27	$ 378.00	$ 5,265.00
	Misc. Cabling, Connectors, Mounts, Adapters				$ 100.00	

VISTA BWCs

Part #s:	Description:	ASKING PRICE	ORIGINAL COST	Count	ASKING PRICE TOTALS	ORIGINAL TOTAL COST
WGA00600-100	VISTA HD, WiFi Extended Wearable Camera (Model: WFC1) v100 (Wiped)	$ 74.00	$ 995.00	16	$ 1,184.00	$ 15,920.00
WGA00600-200	VISTA HD, WiFi Extended Wearable Camera (Model: WFC1) v200 (Wiped)	$ 74.00	$ 995.00	55	$ 4,070.00	$ 54,725.00
WGA00600-300	VISTA HD, WiFi Extended Wearable Camera (Model: WFN1) v300 (Wiped)	$ 74.00	$ 995.00	6	$ 444.00	$ 5,970.00
WGA00537-200	VISTA HD Base USB desktop dock	$ 7.00	$ 95.00	38	$ 266.00	$ 3,610.00
WGA00586-KIT	VISTA HD, WiFi Charging Radio Base Kit, incl. Power and Cables	$ 18.00	$ 250.00	59	$ 1,062.00	$ 14,750.00
WGA00574	4RE, VISTA HD WiFi, Smart PoE Switch	$ 18.00	$ 250.00	35	$ 630.00	$ 8,750.00
WGA00555-500	VISTA Charging & Transfer Base 8 Bay (500)	$ 112.00	$ 1,495.00	5	$ 560.00	$ 7,475.00
WGA00555-555	VISTA Charging & Transfer Base 8 Bay (555)	$ 112.00	$ 1,495.00	2	$ 224.00	$ 2,990.00
WGA00608	QuickConnect charging cable, VISTA body camera	$ 4.00	$ 65.00	31	$ 124.00	$ 2,015.00
WGA00356	Wireless HiFi Body Microphone V2 (MIC-WRL-TRN-400)	$ 25.00	$ 345.00	8	$ 200.00	$ 2,760.00
WGA00366	Wireless HiFi Body Microphone V2 (MIC-WRL-TRN-420)	$ 18.00	$ 240.00	2	$ 36.00	$ 480.00
WGA00359-100	Wireless HiFi Body Microphone Charger Base (MIC-WRL-CHG-400)	$ 25.00	$ 340.00	1	$ 25.00	$ 340.00
WGA00359-400	Wireless HiFi Body Microphone Charger Base (MIC-WRL-CHG-400)	$ 25.00	$ 340.00	5	$ 125.00	$ 1,700.00
	Misc. Cabling, Connectors, Mounts, Adapters				$ 100.00	

	AUCTION TOTALS	ORIGINAL TOTALS
TOTAL 4RE:	$ 17,522.00	$ 237,990.00
TOTAL VISTA BWC:	$ 9,050.00	$ 121,485.00
TOTAL ASKING PRICE FOR BUNDLE (GOAL):	**$ 26,572.00**	**$ 359,475.00**
RESERVE (1st Round):	**$8,000.00**	
RESERVE (2nd Round):	**$2,000.00**	

AUCTION DESCRIPTION:

Various Watchguard (Motorola) VISTA Body Worn Camera & 4RE In-Car Video System hardware components. Parts to be sold as is. All operational VISTA Body Worn Cameras and 4RE DVRs has been wiped. All devices have been factory reset.

MikroTik RBGroove52HPn (Radio Only)

Part #: **WGA00428-101**

Entry	Serial Numbers
1	98F80950B010/846/r2
2	HCP088KPSSE/227/USr2
3	HCP082E4CBC/227/USr2
4	98F7093E1EF4
5	563604D6B814
6	HCQ08AZ450P/223/USr2
7	FB8E0F7E0E8D/217/USr2
8	98F80AA0DD07/901/r2
9	D0240C8F5101/037/USr2
10	D0240CC91EAB/036/USr2
11	D0240C30A2B8/036/USr2
12	HD4086M5BF3/236/USr2
13	98F8095F26C7/849/r2
14	D0210CC0CE5D/039/USr2
15	98F709A9E91C
16	98F809AC498E/846/r2
17	D0240CA6ACF8/036/USr2
18	HCQ085F849D/223/USr2
19	FB8E0FD8816D/217/USr2
20	FB8C0FDC1AA3/219/USr2
21	98F809A115C2
22	D0240C6B4538/036/USr2
23	HCQ08BQJZ2H/223/USr2
24	HCY08CYE3RC/232/USr2
25	D0240E86D747/113/USr2
26	HEP08TBAYGM/323/USr2
27	HD4089RSFY9/236/USr2
28	FB8E0F32EFEC/217/USr2
29	HE508GV5JVN/310/USr2
30	HE508Z0DHEZ/310/USr2
31	D0240C0A975F/037/USr2
32	98F80A04EC4F/901/r2
33	BD9A0B37C59C/935/USr2
34	HCP08E6YXB3/227/USr2

4RE, HD DVR, Gen 2, 200GB HDD (Wiped)

Part #: **WGA00480-101**

Entry	Serial Numbers
1	DVR2-076897
2	DVR2-113428
3	DVR2-086740
4	DVR2-102757
5	DVR2-060898
6	DVR2-086434
7	DVR2-061087
8	DVR2-093308
9	DVR2-060932
10	DVR2-102923
11	DVR2-062112
12	DVR2-088848
13	DVR2-076866
14	DVR2-093781
15	DVR2-093215
16	DVR2-093185
17	DVR2-065552
18	DVR2-074756
19	DVR2-065546
20	DVR2-065587
21	DVR2-076891
22	DVR2-065536
23	DVR2-065570
24	DVR2-113400
25	DVR2-091427
26	DVR2-065499
27	DVR2-113335
28	DVR2-065603
29	DVR2-093314
30	DVR2-099151
31	DVR2-113323
32	DVR2-093281
33	DVR2-103937
34	DVR2-084461
35	DVR2-063666
36	DVR2-113423
37	DVR2-015786
38	DVR2-099095
39	DVR2-076859
40	DVR2-076865
41	DVR2-076880
42	DVR2-113277
43	DVR2-108401
44	DVR2-083551
45	DVR2-093318
46	DVR2-059097
47	DVR2-005570
48	DVR2-076083
49	DVR2-083635
50	DVR2-076871
51	DVR2-095821
52	DVR2-093303
53	DVR2-113403

4RE, Remote Display Control Panel, Gen 4 (400)

Part #: **WGA00370-400**

Entry	Serial Numbers
1	DIS6-039936
2	DIS6-028804
3	DIS6-056213
4	DIS6-013669
5	DIS6-056174
6	DIS6-003358
7	DIS6-01029
8	DIS6-029514
9	DIS6-017034
10	DIS6-026916
11	DIS6-016704
12	DIS6-017012
13	DIS6-017000
14	DIS6-017015
15	DIS6-029518
16	DIS6-060727
17	DIS6-047494
18	DIS6-029289
19	DIS6-061415
20	DIS6-045385
21	DIS6-045356
22	DIS6-036959
23	DIS6-016964
24	DIS6-045544
25	DIS6-045421
26	DIS6-013515
27	DIS6-029517
28	DIS6-046771
29	DIS6-061506
30	DIS6-013044
31	DIS6-046623
32	DIS6-060242
33	DIS6-028900
34	DIS6-060685
35	DIS6-067813
36	DIS6-061528
37	DIS6-016996
38	DIS6-045437
39	DIS6-0288798 (or DIS6-028798)
40	DIS6-045343
41	DIS6-061386
42	DIS6-049165
43	DIS6-037033
44	DIS6-061563
45	DIS6-016991
46	DIS6-060194
47	DIS6-046752
48	DIS6-028725
49	DIS6-045258
50	DIS6-029222
51	DIS6-061449

Front Camera, 4RE, HD Panoramic X2

Part #: **WGA00543-200**

Entry	Serial Numbers
1	CAM7-158624
2	CAM7-143252
3	CAM7-146906
4	CAM7-134216
5	CAM7-143219
6	CAM7-154394
7	CAM7-162424
8	CAM7-168726
9	CAM7-148735
10	CAM7-121041
11	CAM7-162434
12	CAM7-162432
13	CAM7-158609
14	CAM7-124391
15	CAM7-140672
16	CAM7-162421
17	CAM7-135111
18	CAM7-135253
19	CAM7-162457
20	CAM7-134211
21	CAM7-162417
22	CAM7-146890
23	CAM7-147412
24	CAM7-135157
25	CAM7-135163
26	CAM7-133315
27	CAM7-162423
28	CAM7-162429
29	CAM7-162439
30	CAM7-135106
31	CAM7-140007
32	CAM7-123633
33	CAM7-162428
34	CAM7-116433
35	CAM7-152277
36	CAM7-162422
37	CAM7-167111
38	CAM7-124401
39	CAM7-134222
40	CAM7-107399
41	CAM7-147165
42	CAM7-121510
43	CAM7-142691
44	CAM7-147270
45	CAM7-124300
46	CAM7-131964
47	CAM7-124346
48	CAM7-124390
49	CAM7-124398
50	CAM7-124339
51	CAM7-135155
52	CAM7-135160
53	CAM7-135135
54	CAM7-135156
55	CAM7-155685

Front Camera, 4RE, HD Mini Zoom

Part #: **WGA00437**

Entry	Serial Numbers
1	CAM2-004559

Camera, Infrared Analog, WMv.2, 114 Degree, 2-Pin Connector (WDM-V6001B-CM/L 420TVL)

Part #: **WGP01760-200**

Entry	Serial Numbers
1	2018121613939
2	GHT2020070334856
3	GHT2020101538346 (Mount Screws Missing)
4	2019041719322
5	GHT2020101538300 (Mount Screws Missing)
6	GHT2021122855954
7	GHT2023111065475
8	GHT2020101538303
9	GHT2022033059091
10	GHT2022071262581
11	GHT2020101538301 (Mount Screws Missing)
12	GHT2020073035897
13	GHT2022033059054
14	GHT2020101538345
15	GHT2020101538313
16	GHT2022071262582
17	GHT2020070334850
18	GHT2022033059082
19	GHT2021030543692
20	GHT2021122855955
21	2018121613939
22	GHT2022033059083
23	2019041719327
24	GHT2021080951802
25	2019041719366
26	GHT2022092164690
27	2018101512112

VISTA HD, WiFi Extended Wearable Camera (Model: WFC1) v100 (Wiped)

Part #: **WGA00600-100**

Entry	Serial Numbers
1	WFC1-063821
2	WFC1-066287
3	WFC1-033789
4	WFC1-067649
5	WFC1-042364
6	WFC1-044918
7	WFC1-060141
8	WFC1-042374
9	WFC1-044904
10	WFC1-063538
11	WFC1-050956
12	WFC1-044975
13	WFC1-063569
14	WFC1-066474
15	WFC1-060380
16	WFC1-063110

VISTA HD, WiFi Extended Wearable Camera (Model: WFC1) v200 (Wiped)

Part #: **WGA00600-200**

Entry	Serial Numbers
1	WFC1-121683
2	WFC1-127822
3	WFC1-127824
4	WFC1-126203
5	WFC1-126135
6	WFC1-138253
7	WFC1-152478
8	WFC1-148895
9	WFC1-125979
10	WFC1-125991
11	WFC1-144230
12	WFC1-140559
13	WFC1-144542
14	WFC1-135510
15	WFC1-127719
16	WFC1-103175
17	WFC1-124996
18	WFC1-140787
19	WFC1-125983
20	WFC1-152063
21	WFC1-144237
22	WFC1-105477
23	WFC1-121649
24	WFC1-140632
25	WFC1-127991
26	WFC1-110932
27	WFC1-108063
28	WFC1-136324
29	WFC1-140617
30	WFC1-122829
31	WFC1-006761
32	WFC1-128359
33	WFC1-145818
34	WFC1-146879
35	WFC1-120807
36	WFC1-106302
37	WFC1-120897
38	WFC1-132894
39	WFC1-140797
40	WFC1-127838
41	WFC1-111889
42	WFC1-106775
43	WFC1-140799
44	WFC1-126154
45	WFC1-136355
46	WFC1-126379
47	WFC1-120918
48	WFC1-133566
49	WFC1-121690
50	WFC1-121204
51	WFC1-140588
52	WFC1-122907
53	WFC1-109222
54	WFC1-145730
55	WFC1-128392

VISTA HD, WiFi Extended Wearable Camera (Model: WFN1) v300 (Wiped)

Part #: **WGA00600-300**

Entry	Serial Numbers
1	WFN1-006498
2	WFN1-005108
3	WFN1-006279
4	WFN1-006085
5	WFN1-006009
6	WFN1-006267

VISTA HD Base USB desktop dock

Part #: **WGA00537-200**

Entry	Serial Numbers
1	VHB2-014165
2	VHB2-060488
3	VHB2-059005
4	VHB2-032188
5	VHB2-060697
6	VHB2-060388
7	VHB2-021663
8	VHB2-059071
9	VHB2-021657
10	VHB2-032165
11	VHB2-060559
12	VBH2-032127
13	VBH2-332126
14	VBH2-331849
15	VBH2-059113 -300
16	VBH2-060484 -300
17	VBH2-056063 -300
18	VBH2-059134 -300
19	VBH2-060576 -300
20	VBH2-059105 -300
21	VBH2-061898 -300
22	VBH2-060570 -300
23	VBH2-059040 -300
24	VBH2-060504 -300
25	VBH2-059043 -300
26	VBH2-060491 -300
27	VBH2-059017 -300
28	VBH2-059132 -300
29	VBH2-059056 -300
30	VBH2-059018 -300
31	VBH2-059062 -300
32	VBH2-059073 -300
33	VBH2-060481 -300
34	VBH2-059082 -300
35	VBH2-059031 -300
36	VBH2-059225 -300
37	VBH2-059098 -300
38	VBH2-021760

VISTA HD, WiFi Charging Radio Base Kit, incl. Power and Cables

Part #: **WGA00586-KIT**

Entry	Serial Numbers
1	00:1D:96:09:FF:2E
2	00:1D:96:1D:9D:31
3	00:1D:96:07:4E:A7
4	00:1D:96:19:30:55
5	00:1D:96:19:3B:6C
6	00:1D:96:0A:03:73
7	00:1D:96:0A:03:93
8	00:1D:96:0A:0E:25
9	00:1D:96:1D94:78
10	00:1D:96:07:55:7C
11	00:1D:96:19:3B:75
12	00:1D:96:07:54:C7
13	00:1D:96:19:3D:E9
14	00:1D:96:19:3B:B1
15	00:1D:96:07:55:C4
16	00:1D:96:04:2B:DF
17	00:1D:96:0A:04:80
18	00:1D:96:1D:9D:3F
19	00:1D:96:07:57:9E
20	00:1D:96:04:2B:D7
21	00:1D:96:07:62:B6
22	00:1D:96:19:3B:CC
23	00:1D:96:19:3B:B2
24	00:1D:96:0A:03:C6
25	00:1D:96:19:3B:55
26	00:1D:96:0A:02:A8
27	00:1D:96:19:3B:E3
28	00:1D:96:0A:03:95
29	00:1D:96:07:54:AF
30	00:1D:96:04:13:E9
31	00:1D:96:09:FD:A3
32	00:1D:96:1D:9D:59
33	00:1D:96:0A:02:EC
34	00:1D:96:1D:9D:4F
35	00:1D:96:19:3B:D5
36	00:1D:96:07:57:CE
37	00:1D:96:19:3B:9F
38	00:1D:96:07:62:B4
39	00:1D:96:04:2A:58
40	00:1D:99:01:53:53
41	00:1D:96:0A:00:12
42	00:1D:96:19:30:22
43	00:1D:96:04:18:EA
44	00:1D:96:04:16:64
45	00:1D:96:07:68:D9
46	00:1D:96:04:19:09
47	00:1D:96:07:68:E6
48	00:1D:96:19:3C:11
49	00:1D:96:04:1D:D1
50	00:1D:96:07:55:71
51	00:1D:96:04:2A:6A
52	00:1D:96:07:52:47
53	00:1D:96:04:2C:20
54	00:1D:96:04:2C:35
55	00:1D:96:07:57:CB
56	00:1D:96:07:55:1F
57	00:1D:96:07:55:7B
58	00:1D:96:07:57:C8
59	00:1D:96:0A0E:94

4RE, VISTA HD WiFi, Smart PoE Switch

Part #: **WGA00574**

Entry	Serial Numbers
1	00:1D:96:04:5B:53
2	00:1D:96:1D:BD:99
3	00:1D:96:1A:02:F2
4	00:1D:96:1A:0C:F8
5	00:1D:96:04:55:53
6	00:1D:96:0B:48:20
7	00:1D:96:04:56:61
8	00:1D:96:08:43:4F
9	00:1D:96:08:42:F3
10	00:1D:96:1D:AF:08
11	00:1D:96:1B:94:E8
12	00:1D:96:1B:94:8E
13	00:1D:96:04:62:E5
14	00:1D:96:0B:7A:00
15	00:1D:96:0B:75:60
16	00:1D:96:0B:76:00
17	00:1D:96:1B:B3:30
18	00:1D:96:0B:73:80
19	00:1D:96:17:04:46
20	00:1D:96:0B:75:D0
21	00:1D:96:1B:94:6D
22	00:1D:96:1B:94:E7
23	00:1D:96:1A:00:F2
24	00:1D:96:1B:94:93
25	00:1D:96:1B:94:9B
26	00:1D:96:19:F4:8E
27	00:1D:96:1B:94:EA
28	00:1D:96:1B:A6:A2
29	00:1D:96:0B:7A:10
30	00:1D:96:1B:94:E6
31	00:1D:96:08:3A:B9
32	00:1D:96:08:51:D7
33	00:1D:96:16:FD:7A
34	00:1D:96:0B:76:30
35	00:1D:96:1B:94:84

VISTA Charging & Transfer Base 8 Bay (500)

Part #: **WGA00555-500**

Entry	Serial Numbers
1	VST1-006466
2	VST1-006706
3	VIST1-016849
4	VIST1-006453
5	VIST1-016941

VISTA Charging & Transfer Base 8 Bay (555)

Part #: **WGA00555-555**

Entry	Serial Numbers
1	VST1-016941
2	VST1-016849

QuickConnect charging cable, VISTA body camera

Part #: **WGA00608**

Entry	Serial Numbers
1	VQC1-009574
2	VQC1-009388
3	VQC1-012911
4	VQC1-012898
5	VQC1-009255
6	VQC1-009219
7	VQC1-012913
8	VQC1-009299
9	VQC1-017119
10	VQC1-017967
11	VQC1-009225
12	VQC1-017597
13	VQC1-017606
14	VQC1-017790
15	VQC1-017537
16	VQC1-012901
17	VQC1-017571
18	VQC1-017976
19	VQC1-017338
20	VQC1-017668
21	VQC1-017481
22	VQC1-017806
23	VQC1-017955
24	VQC1-017452
25	VQC1-017522
26	VQC1-009403
27	VQC1-012912
28	VQC1-009298
29	VQC1-012781
30	VQC1-017988
31	VQC1-017614

Wireless Hi-Fi Body Mic (MIC-WRL-TRN-400, MIC-WRL-TRN-410, MIC-WRL-TRN-420)

Part #: **WGA00356**

Entry	Serial Numbers
1	LRT1-077677
2	LRT1-058195
3	LRT1-077677
4	LRT1-058195
5	LRT1-098936
6	LRT1-098940
7	LRT1-0029903
8	LRT1-083765

Wireless Hi-Fi Body Mic (MIC-WRL-TRN-410)

Part #: **WGA00366**

Entry	Serial Numbers
1	LRT1-077677
2	LRT1-058195

Wireless HiFi Body Microphone Charger Base (MIC-WRL-CHG-400)

Part #: **WGA00359-100**

Entry	Serial Numbers
1	LRTB-35168

Wireless HiFi Body Microphone Charger Base (MIC-WRL-CHG-410)

Part #: **WGA00359-400**

Entry	Serial Numbers
1	LRTB-054545
2	LRTB-038086
3	LRTB-038093
4	LRTB-040598
5	LRTB-054512

DISPOSAL OF ASSET FORM

DEPARTMENT: Police Department

DATE: 7/8/2025

☐ The asset is functional - An email has been sent to see if any department within the City can use the item but there were no takers.

Complete description of asset to be disposed including mechanical/operational condition information and quantity:

Various obsolete Watchguard (Motorola) VISTA Body Worn Camera & 4RE In-Car Video System hardware components. Hardware with disk storage have been wiped & factory reset and all parts are to be auctioned as is.

Hardware aquired over multiple POs as part of new PD Patrol vehicle orders and standalone parts orders.

City of Seguin asset tag number: N/A

Unit number (if applicable): N/A

Make & Model Number: Multiple Parts. See Attached Parts List.

Serial Number or VIN: Multiple Parts. See Attached Parts List.

Estimate original cost of asset: $ 359,475.00 (over multiple City POs)

To be completed by Finance Dept. only:

*Auctioned on GovDeals Date posted:*_____

Original cost of asset $ _____

_____ *Asset's original cost was less than $5,000, City Manager can authorize the disposal of the asset.*

_____ *Asset's original cost was $5,000 or more, the City Council must approve the disposal of the asset.*

Department Director's signature _____ Date _____

Director of Finance's signature _____ Date _____

City Manager's signature _____ Date _____

CITY OF SEGUIN

To: City Council
From: Steven Purchase, Fleet Manager, On behalf of Police CID
Date: September 2, 2025
Subject: Resolution Authorizing Purchase of Three 2026 Toyota Camrys for Police CID

Historical Background

Currently, the Police CID department is operating retired high-mileage patrol Chevrolet Tahoes. Along with increased staff, the department needs vehicles.

The Department will be retiring units from 2014 with over a hundred and fifty thousand miles. These units are scheduled to be replaced in the Capital Projects 5-year Capital Equipment Plan recommends the replacement of this old unit due to the unit reaching its useful service life and now high maintenance cost for the defective engine. The replacement units will be 2026 Toyota Camry LE Hybrids, with all departmental specs for service.

Action Requested

Seeking approval by the city's council for the purchase of three 2026 Toyota Camery LE hybrids From Silsbee Toyota for the amount of $98,808.90 On TIP quote # 240901

Procurement Methodology & Funding Source

Funding for this project has been secured in the Mid-Year budget from the FY25 General Fund –2025 Capital Projects, Capital Project plan

Staff Recommendation

Staff have reviewed the proposal with management and find that the proposal has met all the required specifications and is within the estimated budget. Staff recommends the purchase approval of the three 2026 Toyota Camry LE Hybrids from Silsbee Toyota, in the amount of $98,808. from the FY25 General Fund. Staff recommend the agreement be executed with project numbers PD25CIDVEHICLES

ATTACHMENT

1. Silsbee Toyota TIPS Quote



PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR- Silsbee Toyota, 1396 Hwy 327 E., Silsbee TX 77656

End User: CITY OF SEGUIN
Prepared by: SETH GAMBLIN
Contact:
Phone: 512.436.1313
Email:
Email: sgamblin.silsbeefleet@gmial.com
Product Description: TOYOTA CAMRY HYBRID
Date: August 5, 2025

A. **Bid Item:** 20 **A. Base Price:** $ 27,985.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
2559	2026 CAMRY LE HYBRID	$ 3,795.00			
		$ -			
CF	CARPET FLOOR MATS	$ 259.00			

Total of B. Published Options: $ 4,054.00

Published Option Discount (5%) $ (202.70)

C. **Unpublished Options** **$=** 0.8 **%**

Description	Bid Price	Options	Bid Price
		EXTERIOR-WHITE	
		INTERIOR ASH CLOTH- FA10	
TINT ALL LEGAL FRONT LIMO REAR	$ 250.00		
		ORDER BANK OPEN NOW**	

Total of C. Unpublished Options: $ 250.00

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ 350.00

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:** $ -

G. **Additional Delivery Charge:** 250 **miles** $ 500.00

H. **Subtotal:** $ 32,936.30

I. **Quantity Ordered** 3 **x H =** $ 98,808.90

J. **Trade in:** $ -

K. **Total Purchase Price** $ 98,808.90

CITY OF SEGUIN

To: City Council

From: Steven Purchase, Fleet Manager, Fleet Services.
(Water Utilities Department)

Date: September 2, 2025

Subject: Resolution Authorizing Purchase of Two Vehicles for the Water Utilities Department

Historical Background

Currently, Water Utilities is requesting to add two F750 Crew trucks to the fleet, due to new staffing positions and workload. The new additional vehicles will not only have higher towing capacity, allowing the department to move equipment more safely and efficiently, but they will also allow for more material to be transported to jobsites. The department requires a medium-duty crew cab truck upfitted with a utility toolbox bed, advanced work warning lighting, running boards, a power inverter, and an air compressor. Utilizing the city's various vendors, we acquired an HGAC participant's quote for a vehicle matching our specification from Cavender Grande Ford/ Cobalt in the amount of $298,160.00 each (X2 $596,320)

Action Requested

Seeking approval from the city's council for the purchase of two vehicles for the Water Utilities Department

Procurement Methodology & Funding Source

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

Staff Recommendation

Staff recommend the agreement be executed with Project number WWW25WOCREWTRUCKS

ATTACHMENTS

1. Cavender Grande Ford/ Cobalt HGAC Contract HT06-20 Quote for new trucks

Cavender GRANDE | Ford

City of Seguin
205 N. River
Seguin, TX 78155

July 30, 2025
Quote730SegMD

REF: Mechanic Crew Truck

1 2026 F750 Ford CC 4X2 Diesel W/Service Body		$291,520.00
HGAC Contract HT06-20		$ 1,000.00
Option Extended Warranty		
Premium Care 8 Years or 150,000 Miles	Add	$ 5,640.00

FOB: Deliver to Customer
Terms: Net 30 Days
Delivery :Aprox. 180 to 240 Days ARO

Sincerely

Rocky Shoffstall
Fleet Sales Manager

www.cobalttruck.com

Est. 1995
COBALT
WORK BETTER

QUOTATION

Quote Number: JS02965-1

CUSTOMER: Cavender-Grande Ford Truck Center
CONTACT: Rocky Shoffstall
ADDRESS: Po Box 201210
San Antonio TX 78220

PHONE: (210) 661-4121
FAX/Email: Ref. City of Seguin /Wilcox Line Body

Quote Number: **JS02965-1**
Quote Rev: **1**
Quote Date: 7/29/2025
Quote valid until: 8/12/2025

Salesperson: ralvarez
Quote Prepared By: Jsassman

Make: FORD	***Model:*** F-750	***Year:*** 2026	***GVWR:*** 33000	***Single/Dual:***
CA / CT: 84.0 /	***Fuel Type:*** DIESEL	***4X2 / 4X4:*** 4X2	***Trans:*** AUTOMATIC	***Cab Type:*** CREW CAB

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Aluminum Service Body, as per customer specifications (listed below): - 134 inches long x 48 inches high x 94 inches wide - Designed for 84 inches with dual rear wheel axle. - (Sizes to be confirmed with layout drawing for approval prior to build) Body Dimensions: - 48 Inches - Compartment height - 20 Inches - Compartment depth - 54 Inches - Load space width Body Materials: - .125 Aluminum -complete body for extra strength - .125 Aluminum Smooth - Compartment tops Body Floor and Understructure: - .Plank flooring 1 1/8 thick aluminum- Floor - 3" Sills, 3" crossmembers Accessories: - Eberhard Whale Tail compression T-Handle door latches - All locks to be keyed alike - Gas Cylinder door holders on all vertically hinged doors (barn type horizontal) - Rubber rolled crown type fenders. (Installed with wheel cut-outs) - Automotive bulb type weather-stripping mechanically fastened to door frame with rounded corners. - Standard rope light (3/8" LED. 1" on center) compartment lights in all body compartments. (Not in top boxes) - Lights to have door switches. On when open, Off when closed - Rotary Master door locking system Paint: - Polyurethane white, interior & exterior of body and accessories. - Black chassis paint- protective undercoating		

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
	Streetside Compartmentation: 1st Vertical, 32" Wide x 48" High x 20" Deep - Top shelf with drawer unit 2nd Vertical, 24" Wide x 40" High x 20" Deep - Top shelf with drawer unit Horizontal Compartment, 50" Wide x 24" High x 20" Deep - 3 Point Eberhard Whale Tail compression T-Handle door latches with roller rods. - Automotive rotary catch & striker with pull handle on inside door. Streetside pull handle is Right Hand - Two (2) adjustable shelves each with divider slots on 3" centers installed on slotted channels each shelf will have Ten (10) adjustable dividers. Rear Vertical, 26" Wide x 48" High x 20" Deep - Two (2) adjustable shelves each with divider slots on 3" centers installed on slotted channels each shelf will have four (4) adjustable dividers. Curbside Compartmentation: 1st Vertical, 32" Wide x 48" High x 20" Deep - Top shelf with drawer unit 2nd Vertical, 24" Wide x 40" High x 20" Deep - Two (2) adjustable shelves each with divider slots on 3" centers installed on slotted channels each shelf will have four (4) adjustable dividers. Horizontal Compartment, 50" Wide x 24" High x 20" Deep - 3 Point Eberhard Whale Tail compression T-Handle door latches with roller rods. - Automotive rotary catch & striker with pull handle on inside door. Curbside pull handle is Left Hand - Two (2) adjustable shelves each with divider slots on 3" centers installed on slotted channels each shelf will have Ten (10) adjustable dividers. Rear Vertical, 26" Wide x 48" High x 20" Deep - Two (2) adjustable shelves each with divider slots on 3" centers installed on slotted channels shelf will have four (4) adjustable dividers. Tail shelf Rear Lighting: - 94" Wide 7-Lamp steel light bar installed at rear of tail shelf - Rubber mounted recessed rear lighting kit with harness - Stop/tail/turn lights, back up -LED Tail shelf: - 12 Ga. Hot rolled treadplate tail shelf 26 inches long X 94 inches wide x 6 inches high. 6 Inch structural steel channel full frame.		

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
	- Through tunnel with dropdown access doors on both sides. - Full side and rear skirts to bottom of body - 12 gauge galvanneal Smooth - 3/4" crane reinforcement plate to be added to the top of the tail shelf on the StreetSide corner with the appropriate frame structure tied to the frame. - 3/4" crane reinforcement plate to be added to the top of the tail shelf on the StreetSide corner with the appropriate - Pull out 3 rung ladder step installed under curbside of tailahelf. Streetside and Curbside Tail Shelf Bulkheads: - 14" tall x 26" wide heavy-duty steel side bulkheads - constructed of 2" square steel tubing with panels of 12 gauge steel Tailgate: - Hinged tailgate 14" high X 73 1/8" wide heavy duty, swing down with latches. Removable Pipe Vise Holder: - Constructed from 2" reinforced tubing mounted to the curbside rear tail shelf with a lockable vise stand mount. Ladder Storage: - Ladder box with rear roller and lift up door with hasp latch. - Ladder box to accommodate a 10" ladder - No Exceptions, (Customer to provide dimensions) - Box designed for Uni-Strut mounting Curbside Top Mounted Basket: - 132" long X 13" high X 20" wide aluminum basket with corners notched for drainage. - One (1) lift up lid, 1/8" aluminum, opening to the cargo area - Two (2) Overcenter pad lockable - Gas assist door openers. - To be mounted on top of the ladder storage box - Speed liner on box assemlby StreetSide Top Mounted Basket: (Bolt-On / Installed) 132" long X 22" high X 20" wide aluminum basket with corners notched for drainage. One (1) lift up lid, 1/8" aluminum, opening to the cargo area - Two (2) Overcenter pad lockable latch. Part Number 30763 - Gas assist door openers. - To be mounted on top of the StreetSide compartment tops - Basket designed for Uni-Strut mounting - Basket and Uni-strut are both installed - Speed liner on box assemlby Punched Aluminum Headache Rack: - 53" wide x 31" High .125 aluminum Punched with a 1 1/2" x 1 1/2" angle frame cut at taper Grab Handles:		

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
	- One (1) Rail type grab handle for installing on top of tail shelf to the rear of the body, curbside - One (1) Bolt-On Chrome grab handle for the side access of the body Hot Stick PVC Tube: - Aluminum Blaylock fixed cap on one end and drop down lockable door on other end. - 6 Inch x 120 Inches long tube mounted on the StreetSide load bed area against the wall - Mounted with U-Bolts and saddles at an angle with a drain hole in the bottom cap Cooler Shelf: - 30"L x 22"W shelf to mount atop of the Headache Rack - 3/16" Aluminum shelf top - 1/8" Aluminum gussets		
1	Install DRW line body as follows: - LED lights, Mud flaps & body mounting kit		
1	Connect body rope lighting to chassis system. - Rope lights and door switches in the body from manufacture - Pigtails will be supplied at the rear of the body, to hook into upfitter switches		
1	Samlex 2000 watt inverter installed as follows: - Mounted in RV1 compartment wall - 2000 watt output power - Pure sine wave output - Temperature controlled cooling fan		
1	Electrical power strip installed: - (5) 110v plugs - Built in surge protection - Installed next to inverter against the compartment wall		
1	Laptop computer stand (750) with adjustable mounting bracket - Mounted on passenger side floor - Adjustable telescoping stand - Rotating swivel arms to allow positioning for use in driver or passenger seat - Universal laptop mounting platform - 360 degree swivel - 85 degree tilt		
1	7- and 4-Pole trailer connector socket w/ mounting bracket (# HM40975) - Mounted at the rear of the body / bumper assembly		
1	Igloo 5 gallon water cooler with mounting bracket installed as follows: - Portable Plastic Water Cooler - 14" diameter x 20-1/2" high - Yellow with red lid, includes lid-keeper cord		

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
	- Storage rack with webbed strap with buckle		
1	Jerry gas can and holder, as per the following: - Holds 5 gallon steel Jerry can - Full metal construction for rugged use and abuse - Mounted in load bed area (curbside wall)		
1	Coneholder(s) installed on the front bumper with mounting bracket - (Qty. 2), One (1) each side of bumper		
1	Installation of 6" PVC pipe mounted on streetside of body area, - Mounted with U-bolts & saddles		
1	Storage box mounted in bed space of line body (next to bulkhead) - Trinity model 45 Job Site Tool Box (bolted to body floor) - Made from heavily reinforced steel with a matte rust-resistant powder coated finish - Top opening lid with (2) gas mounted lifts for easy open and close - 45" long (Interior box dimensions 41.5"W x 23.5"D x 18.5"H) - Forklift accessible with mounting feet at each corner		
1	Slide away retractable step system, Safety Fleet part # DB0202, - Mounted on rear tailshelf assembly, curbside - Welded steel construction - No rust, galvanized finish Red		
1	Install rear pipe vise holder, mounted under tailshelf assembly - Vise Mount (12"x 10"x 1/4" HR plate welded to a 18"L 2"x 2"x 1" square tube) - Painted white		
1	Reflective barricade tape: - Tailgate striping DOT pattern, mounted at the rear of the body		
2	(2) 110v GFI electric outlet mounted on right (CS) front of body & right (CS) rear of body wired to inverter with weatherproof cover		
1	Liftmoore 12V D. C. Powdered Electric Crane model L-21-7 VH ATB, installed as per the following: Specifications: - 6,000 Ft.-Lbs. Moment Rating - Maximum Capacity 2,000 Lbs. at 3 Ft. Load radius - Planetary Gear Winch with Permanent Magnet Motor - On / Off 12 Volt Electric - Remote Pendant Control 12.5 Ft. (removable) - Galvanized Aircraft Cable 3/16" x 25 Ft. (4,200 Lbs. Breaking Strength) - Travel Block w/swivel hook, For easy two part line hook up - Manual Rotation 360 Degree - Tapered Roller Bearings for ease of movement with a Manual Band Brake to control swing - Boom Elevation - Manual at two positions, 20 and 45 Degrees stows vertically for travel - Boom Extension - Manual from 3 Ft. to 5 Ft., optional to 7 Ft.		

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
	- Anti-Two Block System, Needed when used in construction as per 1926.1441(d)(2) & 1926.1416(d)(3) - Mounting plate is 12" square with a 9.5" square bolt pattern		
1	Dedicated crane battery installed as follows: - Optima Group 31 battery - Battery storage box mounted in RR compartment		
1	Vanair Manufacturing Inc. Model GF66C2 GENAIR - 125CFM 100 PSI + 6.6kW Underdeck Systems installed complete as per the following: - V-Tec II Display, Controller and wiring harness - 125 cfm @ 100 PSI @ 1527 engine rpm / 1940 PTO shaft RPM - 160 CFM @ 100 PSIG @ 1920 engine rpm / 2435 PTO shaft RPM - This will have 6.6KW 120 Volt AC Power - PTO Muncie FR6Q-F1209-63B6 (1.27%) w/V-TEC & drive line - (Qty.2) Hose Reels model 8300 with OLP 3/4" x 50' hose, stops & couplings - (Qty. 2) Fuse, Velocity 3/4" check vales SCVH6 180-200 cfm		
1	Install Federal Signal SPIRE 220TP-AB LED beacon light (clear), as follows: - Weld mounting plate to top middle of cabguard / fan mounting brackets - Install LED beacon light on mounting plate and wire to chassis upfitter switch		
1	Anti-sail mud flaps, mounted behind rear wheels		
2	(Qty.4) Work lights mounted on the LH& RH side of the body - 40W LED Flood lights (Qty. 2) per side (front & rear) - Connected to chassis upfitter switches		
1	(Qty.8) Federal Signal Multi-strobe system installed: - FR7C2-BA strobe lights installed (blue/amber) - (2) Installed in the front (2) rear, (1) per side and (2) rear top boxes		
1	(1) 12v LED flood light installed on cab protector (cargo work light) - 40W LED Flood lights - Connected to chassis upfitter switches		
1	Ecco K7000B backup camera system installed as follows: - 7" LCD touch screen monitor with sunshade - Built-in speaker - 18 LED infrared camera		
1	Heavy duty rear buckplate installed as follows: - 3/4" steel rear face plate - 5/8" steel formed side gussets - Pintle hitch assembly, 30 ton - Receiver tube for pintle hook - 7-way trailer socket - Glad hands with dummy couplers - Safety chain loops		
1	Electronic brake controller installed and wired to trailer socket		

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Installation of rear grab handles on body - One each side of body-rear (Wilcox body supplied)		
1	5 lb. A-B-C fire extinguisher with bracket - Mounting location TBD at time of install		
1	Extension of chassis frame for installation of body (as necessary)		
1	Window tint added to chassis (DOT approved)		
1	Loose wheel lug indicators installeLoose wheel lug indicators installed		
1	(3) 12v LED lights mounted underneath body as follows: - Mounted underbody streetside, curbside, and underneath rear of truck - Illuminates walking area around body - Wired to cab safety switch		
1	Speed Liner 1000 black, cargo area sides & bulkhead		
1	Speed Liner 1000 black, rear bumper / tailshelf		
1	Speed Liner 1000 black, top boxes		
1	(1) E-Track mounted on the curbside of the cargo wall		
1	CTE H.D. Aluminum 7-drawer unit installed as follows: - Mounted in LV1 compartment - (4)-4" and (3)-7" removable drawers - Aluminum construction - Patented motion latch drawer handles - 250 lb. capacity roller slides - Powder coated Hunter Green - (4) Divider kits (in 4" drawer) - Rubber liners in all drawers		
1	CTE H.D. Aluminum 7-drawer unit installed as follows: - Mounted in LV2 compartment - (1)-3", (3)-4", and (3)-7" removable drawers - Aluminum construction - Patented motion latch drawer handles - 250 lb. capacity roller slides - Powder coated Hunter Green - (3) Divider kits (in 4" drawers) - Rubber liners in all drawers		
1	CTE H.D. Aluminum 2-drawer unit installed as follows: - Fits RV1 compartment - (2)-7" removable drawers - Aluminum construction		

2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615

Client Proposal

Prepared by:
ROCKY SHOFFSTALL
Office: 210-860-7537
Email: rshoffstall@cavendergrandeford.com
Quote ID: 71825Sigu
Date: 07/29/2025

2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615 | Quote ID: 71825Sigu

Re: Quote ID 71825Sigu 07/29/2025

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

ROCKY SHOFFSTALL
Fleet Sales
210-860-7537
rshoffstall@cavendergrandeford.com

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2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615 | Quote ID: 71825Sigu

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W7D	Base Vehicle Price (W7D)	$85,860.00
Engines		
99X	6.7L Power Stroke V8 Turbo Diesel - 330 HP @ 2600 RPM Torque: 850 ft.lbs. @ 1500 rpm. *850 lb.-ft. torque @ 1500 RPM.*	$3,495.00
425	50-State Emissions	N/C
41H	Engine Block Heater, Phillips, 120 Volt/750 Watt *Includes removable grille cover.*	$155.00
98R	Active Regen Control *Allows Driver to Inhibit Automatic Regen until Regen can be performed in a Safe location.*	$205.00
Transmissions		
44D	Ford TorqShift HD 10-Speed Automatic - with PTO Provision *Includes tow/haul.*	STD
Front Wheels & Tires		
643	Wheels, Front 22.5" x 8.25" White Powder Coated Steel, 10-Hole *(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.*	STD
T2A	Tires, Front Two 11R22.5H Goodyear Fuel Max RSA (497 rev/mile)	STD
Rear Wheels & Tires		
663	Wheels, Rear 22.5" x 8.25" White Powder Coated Steel, 10-Hole *(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.*	STD
R2H	Tires, Rear Four 11R22.5H Goodyear Fuel Max RTD (493 rev/mile)	$175.00
Brakes		

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2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615 | Quote ID: 71825Sigu

As Configured Vehicle (cont'd)

Code	Description	MSRP
67A	Air Brakes (4 WHEEL DRUM) - Straight Truck w/Traction Control *Meritor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel. Includes 15" x 4" front brakes, dual direct reading air pressure gauges, brake lines color coded nylon, Bendix 13.2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking air brake chambers mounted on front of rear axle, three drain valves and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection. Uses existing ABS system to minimize wheel slipping during acceleration. Usage determined by the air brake package selected. (Not recommended with Hi-Rail Train Systems). Deletes hand operated park brake lever.* *Includes:* *- Air Dryer, Bendix AD/IS w/Heater* *Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).*	N/C
67C	Air Brakes (FRONT DISC / REAR DRUM) - Straight Truck w/Traction Control *Bendix 13.2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve. Deletes hand operated park brake lever.* *Includes:* *- Air Dryer, Bendix AD/IS w/Heater* *Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).*	$3,020.00
18A	Electronic Stability Control DELETE *Deletes the standard ESC feature.*	-$290.00
62D	Air Dryer, Bendix AD/IS w/Heater *Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).*	Included
158	Trailer Air Brake Package *Includes air lines to rear of frame, hand control valve and tractor protection valve.*	$365.00
159	Trailer Connection Socket - 7-Way, Wired for Turn Signals Combined with Stop *Mounted at rear of frame, for combined trailer stop, tail, turn (compatible with trailers that use combined stop, tail, turn lights).*	$100.00
Front Axle and Suspension		
43P	12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type	$525.00
61E	Taper-Leaf Springs, Parabolic - 13,200 lb. Cap *3-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.*	$365.00

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2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615 | Quote ID: 71825Sigu

As Configured Vehicle (cont'd)

Code	Description	MSRP
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil	$50.00
Rear Axle and Suspension		
476	21,000 lb. Single Reduction - Locking - Dana / Spicer 21060D *NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.*	$1,830.00
68R	Multi-Leaf Springs - 23,000 lb. Cap *For 21,000 lb., 23,000 lb. and 26,000 lb. rear axles. Includes 4,500 lb auxiliary rubber spring.*	$230.00
961	Shock Absorbers, Rear - Double Acting	$165.00
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil	$100.00
X6D	6.50 Axle Ratio	N/C
Wheelbase		
194WB	194" Wheelbase/84" CA/49" AF/282" OAL	$85.00
Frame		
538	Single Channel - Straight 'C' 16.98 SM, 120,000 PSI *2,037,600 RBM. Heat treated alloy steel; 10.250" x 3.610" x 0.375" (260.4mm x 91.66mm x 9.5mm).*	$650.00
Exhaust		
91G	Under Cab, Right Side Outlet, Switchback-Style *Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.*	STD
Fuel Tanks		
65E	Fuel Tank - LH 65 Gallon Rectangular - Aluminum	STD
Electrical / Alternator / Battery		

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2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615 | Quote ID: 71825Sigu

As Configured Vehicle (cont'd)

Code	Description	MSRP
17A	Extra Heavy Duty Alternator - 12-Volt, 240 Amps	$410.00
55M	Jump Start Stud - Remote Mounted	$90.00
63B	Battery - Two 900 CCA, 1800 Total, Includes Steel Battery Box *12Volt, Motorcraft.*	$60.00
59C	Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined) *Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.*	$135.00
17M	Back-Up Alarm - Electric, 102 dBA	$110.00
86M	Vehicle Integration System 1.0	$320.00
16V	Voltmeter *Available in message center.*	$100.00
61A	Embedded Modem Delete This will be a forced option on all vehicles built on or after July 7, 2025. *Starting with units built on and after July 7, 2025 we will no longer be installing an embedded modem for the rest of the model year production. This is necessary because our modem supplier is exiting the business and cannot supply us parts beyond that date. Due to our unique electrical architecture, we cannot leverage suppliers of other FordPro vehicles, so the decision was made to stop installing modems and continue vehicle production until a new vendor can be identified and a modem developed for next model year. Units built on or after the above effective date will automatically have order code 61A (Embedded Modem Delete) added to the vehicle specs and will receive a credit on the invoice for the loss of modem functionality.*	-$75.00
Seats		
88G	30/70 Air Ride Driver (External Air Source) & Fixed 2-Passenger Bench - Vinyl	$395.00
87C	60/40 Rear Bench Seat w/Flip-Up Cushion and Fold-Down Back *Trim will match selected driver seat material.*	STD
Cab Interior		
600A	Preferred Equipment Package 600A *Includes:* *- Bumper, Front - Black, Full Width* *- Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals* *- Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals*	N/C

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2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615 | Quote ID: 71825Sigu

As Configured Vehicle (cont'd)

Code	Description	MSRP
	- Manual Regen Initiation - Driver Interface in Message Center *- Engine Exhaust Brake* *- Painted Grille - Plastic* *- Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights* *- Tow Hooks, Front (2) - Frame-Mounted, Painted Black* *- Four Body Builder Switches - Mounted in Center Instrument Panel* *With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.* *- Floor Covering - Black Vinyl* *- Intelligent Oil Life Monitor* *- Steering Column - Tilt / Telescoping* *- Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls*	
61M	Rear View Camera w/Mirror Display *Rear view mirror video with full length display included in kit. To be installed by Upfitter.*	$560.00
90P	Power Equipment Group - (Included in (90A) Appearance Group) *Includes power front side windows, power rear side windows, power door locks and door trim panel.* *Includes:* *- Remote Keyless Entry*	$580.00
55P	110 A/C Outlet - in Lower Center Finish Panel	$100.00
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD
Cab Exterior		
59A	Horn, Air - Black, Single Trumpet *Air solenoid operated, chassis mounted on rail back of bumper.*	$90.00
54F	Mirrors, Trailer Tow, Powered - Sail Mount - w/Power Telescoping & Power Folding *Includes power heated glass, heated convex spotter and integrated clearance lights/turn signals. Heat controls dash mounted.*	$365.00
63F	Aux Spot Mirrors - Front Fender Mounted - (2) Driver Side and Passenger Side	$285.00
Miscellaneous		
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Exterior Color		

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2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615 | Quote ID: 71825Sigu

As Configured Vehicle (cont'd)

Code	Description	MSRP
YZ_01	Oxford White	N/C
Interior Color		
E_01	Gray	N/C
SUBTOTAL		$100,610.00
Fuel Charge (12)		$0.00
Destination Charge		$2,495.00
TOTAL		$103,105.00

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2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615 | Quote ID: 71825Sigu

Selected Equip & Specs

Dimensions

• GCWR: 50,000 lbs. • Front brake diameter: 15.0" * **Rear brake diameter: 16.5"** • Driver distance from axle: 54.4" * **Vehicle body length: 282.0"** • Vehicle body width: 96.7" * **Vehicle body height: 95.1"** * **Wheelbase: 194.0"** * **Turning radius (to curb): 26.3'** * **Front track: 83.5"** * **Rear track: 72.7"** * **Cab to axle: 84.0"** • Rear tire outside width: 96.0" • Axle to end of frame: 49.0" * **Frame section modulus: 17.0 cu.in.** * **Frame yield strength (psi): 120000.0** • Frame rail depth: 10.3" * **Frame rail width: 3.6"** • Frame rail thickness: .4" • Frame rail section: 9.5" • Front bumper to front axle: 39.0" • Headroom first-row: 40.7" • Headroom second-row: 40.8" • Leg room first-row: 41.4" • Leg room second-row: 42.1" • Shoulder room first-row: 68.0" • Shoulder room second-row: 68.0" • Hip room first-row: 67.6" • Hip room second-row: 67.6"

Powertrain

• Compression ignition system * **6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 330HP** • Engine cylinders: V-8 * **Horsepower: 330 HP@2600 RPM** * **Torque: 850 lb.-ft.@1500 RPM** * **Engine block heater** • Radiator • Engine retarder system • Auxiliary power take-off • Fuel/water separator • RNDM shift indicator • 75 mph speed limiter • TorqShift 10-speed automatic • Rear-wheel drive • Recommended fuel: diesel • Low-speed ABS traction control * **Driver controlled locking rear differential**

Fuel Economy and Emissions

• Federal emissions

Suspension and Handling

• Standard ride suspension • Gas-pressurized front shock absorbers * **Gas-pressurized rear shock absorbers**

Driveability

* **Air brake system** * **Front ventilated disc brakes** • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Rigid axle front suspension • Leaf spring front suspension • Tapered leaf front suspension • Rigid axle rear suspension • Leaf spring rear suspension • Hydraulic power-assist steering system • Re-circulating ball steering • 2-wheel steering system

Body Exterior

* **Trailer wiring harness** • Side assist steps • 4 doors • Monotone paint • Black side window trim • Black door handles • Black windshield trim • Black front bumper • 2 front tow hooks • Straight front bumper ends • Black grille • Hood mounted grille • Convex spotter in driver and passenger side door mirrors * **Video-feed rearview mirror** * **Power extendable trailer mirrors** * **Exterior mirror mounted clearance lights** * **Turn signal indicator in door mirrors** • Black door mirrors * **Driver side mirror clearance lights** * **Passenger side mirror clearance lights** • Conventional left rear passenger door • Conventional right rear passenger door • English measure truck 279/82R22.5 AS BSW front and rear tires • 22.5 x 8.25-inch front and dual rear wheels • White front wheels • Steel front wheels • White rear wheels • Steel rear wheels • Disc rear wheel

Convenience

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2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615 | Quote ID: 71825Sigu

Selected Equip & Specs (cont'd)

*** Power door locks with 2 stage unlocking * Keyfob activated door locks * Auto-locking doors** • Cruise control with steering wheel mounted controls *** Power first-row windows** • Driver foot rest • Fixed rear windshield • Front beverage holders • Standard glove box • 2 beverage holders *** Driver and passenger door bins * Rear door bins** • Dashboard storage • Trip computer • Upfitter switches *** Single air horn** • Steering column lever gearshift location

Comfort

• Manual climate control • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Vinyl rear seat upholstery • Carpet rear seatback upholstery • Urethane steering wheel • Manual tilting steering wheel • Manual telescopic steering wheel

Seats and Trim

*** Seating capacity: 6** • Driver seat armrest *** Front seat center armrest** • Bucket driver seat • Folding driver seat back • Low driver seat back *** Driver seat air suspension** • 4 driver seats way-direction • Manual fore/aft *** Two person benchfront seat** • Low passenger seat back • 2 passenger seats way-direction • Manual fore/aft • Fixed rear seats • Split-bench rear seat • Vinyl front seat upholstery

Entertainment Features

• AM/FM stereo radio • AM/FM • In-vehicle audio • AM radio • FM radio • Seek scan • Auxiliary input jack • External memory control • Standard grade speakers • Speakers number: 2 • Steering wheel mounted audio controls • Wireless audio streaming • Fixed audio antenna

Lighting, Visibility and Instrumentation

• Analog instrumentation display • Trip odometer • Digital clock • Driver information center • Tachometer • Oil pressure gauge • Engine/electric motor temperature gauge *** Voltmeter** • Oil temperature gauge • Transmission fluid temperature gauge • Engine hour meter • Diesel exhaust fluid (def) gauge *** Primary air pressure gauge** • Light tinted windows • Reflector headlights • Halogen headlights • Auto on/off headlight control • Multiple enclosed headlights • Delay-off headlights • DRL preference setting • Variable intermittent front windshield wipers • Speed sensitive wipers *** Illuminated entry** • Rear reading lights • Variable instrument panel light • Daytime running lights • Cab clearance lights • Delay interior courtesy lights

Technology and Telematics

• Bluetooth handsfree wireless device connectivity • 1 USB port

Safety and Security

• Front height adjustable seatbelts • Vehicle tracker *** Remote panic alarm * Rear mounted camera * Back-up alarm**

Dimensions

General Weights

*** Curb weight**	**11,782 lbs.**	*** Rear curb weight**	**4,315 lbs.**
Front GAWR	12000 lbs.	Rear GAWR	21000 lbs.
GVWR	33000 lbs.	GCWR	50000 lbs.

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2026 F-750 Diesel Crew Cab Base (W7D)

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Selected Equip & Specs (cont'd)

Trailering Weights

GCWR	50,000 lbs.

Weights

Maximum GVWR	37,000 lbs.	* **Max RBM (in.-lbs.)**	**2,037,600 max RBM (in.-lbs.)**
Nominal RBM (in.-lbs.)	1,211,200 nominal RBM (in.-lbs.)		

Front Weights

* **Front curb weight**	**7,467 lbs.**	* **Axle capacity front**	**12,000 lbs.**
* **Spring rating front**	**13,200 lbs.**	Tire/wheel capacity front	13,220 lbs.

Rear Weights

Axle capacity rear	21,000 lbs.	* **Spring rating rear**	**23,000 lbs.**
* **Tire/wheel capacity rear**	**24,020 lbs.**		

Exterior Measurements

* **Vehicle body length**	**282.0"**	Vehicle body width	96.7"
* **Vehicle body height**	**95.1"**	* **Wheelbase**	**194.0"**
Front brake diameter	15.0"	* **Front frame height loaded**	**35.3"**
* **Rear brake diameter**	**16.5"**	* **Front frame height unloaded**	**37.3"**
* **Rear frame height loaded**	**36.8"**	* **Rear frame height unloaded**	**38.2"**
* **Turning radius (to bumper)**	**27.9'**	* **Width - mirrors folded**	**89.7"**
* **Width - mirrors extended**	**116.1"**	* **Front track**	**83.5"**
* **Rear track**	**72.7"**	Driver distance from axle	54.4"
* **Turning radius (to curb)**	**26.3'**	* **Cab to axle**	**84.0"**
Rear tire outside width	96.0"	Axle to end of frame	49.0"
* **Frame section modulus**	**17.0 cu.in.**	* **Frame yield strength (psi)**	**120000.0**
Frame rail depth	10.3"	* **Frame rail width**	**3.6"**
Frame rail thickness	.4"	Frame rail section	9.5"
Front bumper to front axle	39.0"		

Headroom

Headroom first-row	40.7"	Headroom second-row	40.8"

Legroom

Leg room first-row	41.4"	Leg room second-row	42.1"

Shoulder Room

Shoulder room first-row	68.0"	Shoulder room second-row	68.0"

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Selected Equip & Specs (cont'd)

Hip Room

Hip room first-row	67.6"	Hip room second-row	67.6"

Powertrain

Engine

* **Engine**	**6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 330HP**	Valves per cylinder	4
Engine cylinders	V-8	Engine location	Front mounted engine
Ignition	Compression ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	6.7L	cc	405.9 cu.in.
Bore	3.9"	Stroke	4.25"
Compression ratio	16.2	* **Governed RPM**	**3400 RPM**
* **Compressor capacity**	**13.20 cu.ft. cfm**	* **Air dryer**	**Air dryer**
* **Air system moisture ejector type**	**Manual air system moisture ejector**		

Engine Power

* **Horsepower**	**330 HP@2600 RPM**	* **Torque**	**850 lb.-ft.@1500 RPM**

Alternator

* **Alternator amps**	**240A**	Alternator type	Heavy-duty alternator

Battery

Battery type	Dual lead acid battery	* **Battery rating**	**1800CCA**
Battery step	Battery step	Battery location	Battery location forward right
Battery run down protection	Battery run down protection		

Engine Extras

* **Block heater**	**Engine block heater**	Radiator	Radiator
Fuel/water separator	Fuel/water separator	Auxiliary power take-off	Auxiliary power take-off
Engine retarder	Engine retarder system	Shift indicator	RNDM shift indicator

Transmission

Transmission	TorqShift 10-speed automatic	Transmission electronic control	Transmission electronic control
Speed limiter	75 mph speed limiter	Overdrive transmission	Overdrive transmission
Lock-up transmission	Lock-up transmission	First gear ratio	4.615
Second gear ratio	2.919	Third gear ratio	2.132

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2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615 | Quote ID: 71825Sigu

Selected Equip & Specs (cont'd)

Fourth gear ratio 1.773
Fifth gear ratio 1.519
Sixth gear ratio 1.277
Reverse gear ratio 4.695
Seventh gear ratio 1
Eighth gear ratio 0.851
Ninth gear ratio 0.687
Tenth gear ratio 0.632
Stall ratio 1.97
Selectable mode transmission ..... Tow/Haul Mode selectable mode transmission
Sequential shift control ..... Sequential shift control
Transmission oil cooler ..... Transmission oil cooler
PTO transmission provision ..... PTO transmission provision

Drive Type

Drive type ..... Rear-wheel drive

Drivetrain

* **Axle ratio 6.5**
Axle speed ..... Single axle speed

Exhaust

Tailpipe ..... Aluminized steel single exhaust
Additional muffler type ..... horizontal
Additional muffler location ..... right
Additional tailpipe type ..... horizontal
Additional tailpipe location ..... right

Fuel

Fuel type ..... diesel

Fuel Tank

Front left fuel tank shape ..... rectangular
Front left fuel tank capacity ..... 65.01 US gallons
DEF capacity ..... 8.00 gal.

Drive Feature

Traction control ..... Low-speed ABS traction control
* **Differential ..... Driver controlled locking rear differential**

Fuel Economy and Emissions

Emissions

Emissions ..... Federal emissions

Suspension and Handling

Suspension

Suspension ..... Standard ride suspension
Front shock absorbers ..... Gas-pressurized front shock absorbers
* **Rear shock absorbers Gas-pressurized rear shock absorbers**

Driveability

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2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615 | Quote ID: 71825Sigu

Selected Equip & Specs (cont'd)

Brakes

* **Brake type**	**Air brake system**
ABS brakes	Four channel ABS brakes
* **Ventilated brakes**	**Front ventilated disc brakes**
ABS brakes	4-wheel antilock (ABS) brakes

Front Suspension

Suspension ride type front	Rigid axle front suspension
Suspension type front	Leaf spring front suspension

Front Spring

Regular front springs	Regular front springs
Springs front	Tapered leaf front suspension

Rear Spring

Springs rear	Multi-leaf rear suspension
Auxiliary rear spring	Rubber auxiliary rear spring
Rear springs	Regular grade rear springs

Rear Suspension

Suspension type rear	Leaf spring rear suspension
Suspension ride type rear	Rigid axle rear suspension

Steering

Steering	Hydraulic power-assist steering system
Steering type number of wheels	2-wheel steering system
Steering type	Re-circulating ball steering

Exterior

Front Wheels

Front wheels diameter	22.5"
Front wheels width	8.3"

Rear Wheels

Rear wheels diameter	22.5"
Rear wheels width	8.3"

Front And Rear Wheels

Appearance	none

Front Tires

Aspect	82
Sidewalls	BSW
Type	english measure truck tire
Front wheel - RPM	497
Diameter	22.5"
Tread	AS
Width	279mm

Rear Tires

Aspect	82
Sidewalls	BSW
Type	english measure truck tire
* **Rear wheel - RPM**	**493**
Diameter	22.5"
Tread	AS
Width	279mm

Body Exterior

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2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615 | Quote ID: 71825Sigu

Selected Equip & Specs (cont'd)

Trailering

- * **Towing wiring harness** ..... **Trailer wiring harness**

Exterior Features

Number of doors ..... 4 doors
Front splash guards ..... Front splash guards
Side steps ..... Side assist steps

Frame

Clean CA frame ..... Clean CA frame

Body

Body panels ... Composite and galvanized steel body panels

Mirrors

Convex spotter ..... Convex spotter in driver and passenger side door mirrors

- * **Video rearview mirror** .. **Video-feed rearview mirror**
- * **Turn signal in door mirrors** .. **Turn signal indicator in door mirrors**

Tires

Front tires LT load rating ..... H
Rear tires LT load rating ..... H

Wheels

Front wheel type ..... Disc front wheel
Number of front wheel studs ..... 10 front wheel studs
Dual rear wheels ..... Dual rear wheels
Number of rear wheel studs ..... 10 rear wheel studs

Convenience

Door Locks

- * **Door locks** ..... **Power door locks with 2 stage unlocking**
- * **Auto door locks** ..... **Auto-locking doors**
- * **Keyfob door locks** ... **Keyfob activated door locks**

Cruise Control

Cruise control ..... Cruise control with steering wheel mounted controls

Exterior Mirrors

- * **Door mirrors** ..... **Power door mirrors**

Heated door mirrors .... Heated driver and passenger side door mirrors

- * **Folding door mirrors** .. **Power folding door mirrors**

Front Side Windows

- * **First-row windows** ..... **Power first-row windows**

Passenger Visor

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Selected Equip & Specs (cont'd)

Visor passenger mirror ..... Passenger visor mirror

Power Outlets

12V power outlets ..... 2 12V power outlets

* **120V AC power outlets** ..... **1 120V AC power outlet**

Pedals

Driver foot rest ..... Driver foot rest

Rear Windshield

Rear windshield ..... Fixed rear windshield

Storage

* **Door bins front** ..... **Driver and passenger door bins**

* **Door bins rear** ..... **Rear door bins**

Number of beverage holders ..... 2 beverage holders

Beverage holders ..... Front beverage holders

Glove box ..... Standard glove box

Dashboard storage ..... Dashboard storage

Windows Feature

* **One-touch up window** ..... **Driver and passenger one-touch up windows**

* **One-touch down window** ..... **Driver and passenger one-touch down windows**

Windows Rear Side

* **Second-row windows** ..... **Power second-row windows**

Miscellaneous

Trip computer ..... Trip computer

Gearshift location ..... Steering column lever gearshift location

Upfitter switches ..... Upfitter switches

* **Horn** ..... **Single air horn**

Comfort

Climate Control

Climate control ..... Manual climate control

Headliner

Headliner material ..... Cloth headliner material

Headliner coverage ..... Full headliner coverage

Floor Trim

Floor covering ..... Full vinyl floor covering

Floor coverage ..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery ..... Vinyl rear seat upholstery

Rear seatback upholstery ..... Carpet rear seatback upholstery

Steering Wheel

Steering wheel material ..... Urethane steering wheel

Steering wheel telescopic ..... Manual telescopic steering wheel

Steering wheel tilt ..... Manual tilting steering wheel

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2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615 | Quote ID: 71825Sigu

Selected Equip & Specs (cont'd)

Seats and Trim

Seat Capacity

* **Seating capacity**	**6**

Front Seats

Front seat type	Bucket driver seat	* **Front seat type**	**Two person benchfront seat**
Driver seat back	Folding driver seat back	Driver seat back type	Low driver seat back
* **Driver seat suspension**	**Driver seat air suspension**	Driver seats way-direction	4 driver seats way-direction
Driver seat fore/aft	Manual fore/aft	Passenger seat back type	Low passenger seat back
Passenger seats way-direction	2 passenger seats way-direction	Passenger seat fore/aft	Manual fore/aft
Armrests front driver	Driver seat armrest	* **Armrests front center**	**Front seat center armrest**

Rear Seats

Bench seats	Split-bench rear seat	Rear seats fixed or removable	Fixed rear seats
Folding second-row seats	60-40 folding rear seats	Rear seat direction	Front facing rear seat
Rear seat folding position	Fold-up rear seat cushion		

Front Seat Trim

Front seat upholstery	Vinyl front seat upholstery	Front seatback upholstery	Carpet front seatback upholstery

Gearshifter Material

Gearshifter material	Urethane gear shifter material

Entertainment Features

Radio Features

Aux input jack	Auxiliary input jack	External memory	External memory control
Seek scan	Seek scan		

Speakers

Speakers	Standard grade speakers	Speakers number	2

Audio Features

Steering mounted audio control	Steering wheel mounted audio controls	Wireless streaming	Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer	Trip odometer	Instrumentation display	Analog instrumentation display

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2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615 | Quote ID: 71825Sigu

Selected Equip & Specs (cont'd)

Instrumentation Displays

Driver information center ... Driver information center
Clock ... Digital clock

Instrumentation Gauges

Tachometer ... Tachometer
* **Primary air pressure gauge** ... **Primary air pressure gauge**
Oil pressure gauge ... Oil pressure gauge
Oil temperature gauge ... Oil temperature gauge
Transmission temperature gauge ... Transmission fluid temperature gauge
* **Voltmeter** ... **Voltmeter**
Engine/electric motor temperature gauge ... Engine/electric motor temperature gauge
Engine hour meter ... Engine hour meter
DEF fluid gauge ... Diesel exhaust fluid (def) gauge

Instrumentation Warnings

Oil pressure warning ... Oil pressure warning
Low fuel warning ... Low fuel warning
Low brake fluid warning ... Low brake fluid warning
Battery charge warning ... Battery charge warning
Headlights on reminder ... Headlights on reminder
Key in vehicle warning ... Key in vehicle warning
Door ajar warning ... Door ajar warning
Service interval warning ... Service interval indicator
Transmission fluid temperature warning ... Transmission fluid temp warning
Low diesel exhaust fluid (DEF) warning ... Low diesel exhaust fluid (DEF) warning

Glass

Tinted windows ... Light tinted windows

Headlights

Headlights ... Halogen headlights
Headlight type ... Reflector headlights
Auto headlights ... Auto on/off headlight control
Multiple headlights ... Multiple enclosed headlights
Delay off headlights ... Delay-off headlights
DRL preference setting ... DRL preference setting

Front Windshield

Wipers ... Variable intermittent front windshield wipers
Speed sensitive wipers ... Speed sensitive wipers

Interior Lighting

* **Illuminated entry** ... **Illuminated entry**
Variable panel light ... Variable instrument panel light
Rear reading lights ... Rear reading lights

Lights

Running lights ... Daytime running lights
Interior courtesy lights ... Delay interior courtesy lights
Clearance lights ... Cab clearance lights

Technology and Telematics

Connectivity

Handsfree ... Bluetooth handsfree wireless device connectivity

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2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615 | Quote ID: 71825Sigu

Selected Equip & Specs (cont'd)

USB Ports

USB ports ..... 1 USB port

Safety and Security

Seatbelts

Height adjustable seatbelts ... Front height adjustable seatbelts

Security System

* **Remote panic alarm** ..... **Remote panic alarm**

Vehicle tracker ..... Vehicle tracker

Cameras

* **Rear camera** ..... **Rear mounted camera**

Parking Sensors

* **Back up alarm** ..... **Back-up alarm**

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2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615 | Quote ID: 71825Sigu

Warranty

Standard Warranty

Basic Warranty

Basic warranty ..... 24 months/unlimited

Powertrain Warranty

Powertrain warranty ..... 24 months/unlimited

Corrosion Perforation

Corrosion perforation warranty ..... 36 months/unlimited

Roadside Assistance Warranty

Roadside warranty ..... 24 months/unlimited

Diesel Engine Warranty

Diesel engine warranty ..... 60 months/250,000 miles

Transmission Warranty

Transmission warranty ..... 60 months/250,000 miles

Frame Rail Warranty

Frame Rail Warranty ..... 60 months/unlimited

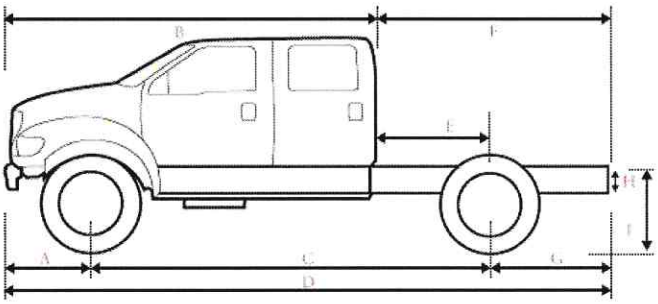
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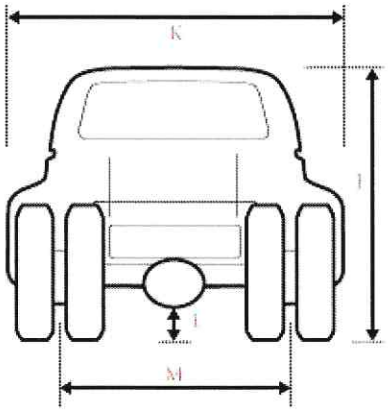
2026 F-750 Diesel Crew Cab Base (W7D)

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Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.





Dimensions

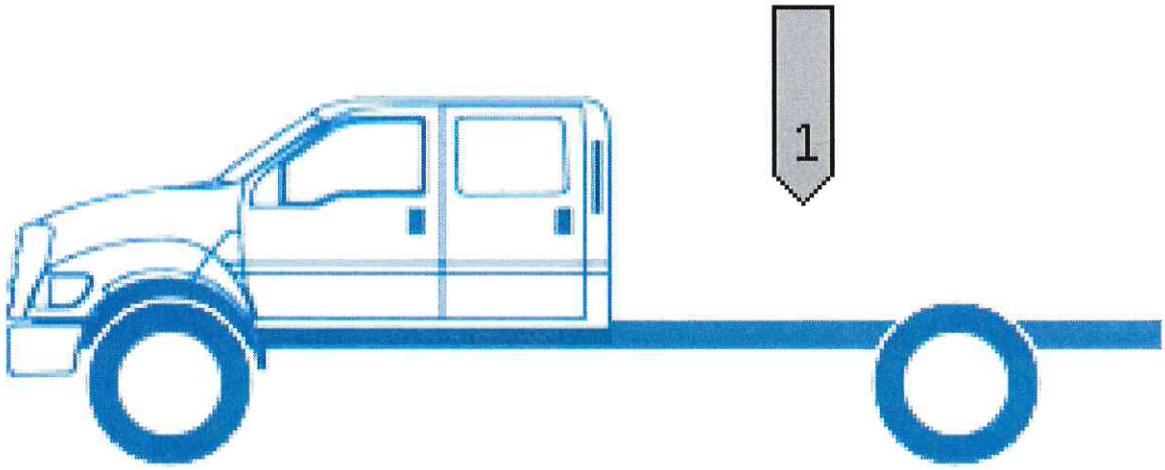
A	Front of Bumper to Front Axle	39.00 in.
B	Front Bumper to Back of Cab (BBC)	149.00 in.
C	Wheelbase (WB)	194.00 in.
D	Overall Length (OAL)	282.00 in.
E	Back of Cab to Rear Axle (CA)	84.00 in.
F	Back of Cab to End of Frame	133.00 in.
G	Rear Axle to End of Frame (AF)	49.00 in.
H	Frame Section Height	10.30 in.
I	Rear Frame Height Unloaded	38.20 in.
I	Rear Frame Height Loaded	36.80 in.
J	Cab Height	95.10 in.
K	Body Width	96.70 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	N/A
M	Front Tread	83.50 in.
M	Rear Tread	72.70 in.

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2026 F-750 Diesel Crew Cab Base (W7D)

Price Level: 615 | Quote ID: 71825Sigu

Vehicle Dimension and Performance Summary (cont'd)



Weight

Licensing

GVWR exceeds 26,000 lbs and requires a Commercial Driver's License (CDL). Contact your local state commercial driver licensing office for specifics on what your state requires.

GVW	Front Axle	Rear Axle	Totals
Chassis	7,467 lbs	4,315 lbs	11,782 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	500 lbs	250 lbs	750 lbs
1 Max Payload - (Max Payload)	4,033 lbs	16,435 lbs	20,468 lbs
TOTAL	**12,000 lbs**	**21,000 lbs**	**33,000 lbs**

Ratings	Front Axle	Rear Axle	GVWR
GAWR	**12,000 lbs**	**21,000 lbs**	**33,000 lbs**
Wheels/Tires	13,220 lbs	24,020 lbs	
Suspension	13,200 lbs	23,000 lbs	
Axle	12,000 lbs	21,000 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Shift Indicator

Vehicle equipped **without** *Park Pawl. Shift indicator will display* **RNDM.**

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	35.07 %
Start grade capability in reverse	4.70	15.00 %	35.67 %

Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	6.56 %
Maximum grade in 9th gear	0.69	3.00 %	5.30 %
Maximum grade in 10th gear	0.63	3.00 %	4.88 %

Speed	Desired	Calculated
Top Speed (level grade)	75 mph	101 mph
To meet your requirement you need a maximum axle ratio of 8.73		
Top Speed on 3% grade	55 mph	
To meet your requirement you need a maximum of 198 hp		
Cruise Speed	60 mph	68 mph
Engine RPM at desired cruise speed		2,025 rpm

Variables in Use

Start

Rear axle ratio:	6.50	Clutch engagement torque:	425 ft.lbs.
Tire size:	11R22.5 (493 rev/mile)	Torque conversion ratio:	1.97
Gross Vehicle Weight (GVW):	33,000 lbs		

Grade

Rear axle ratio:	6.50	Gross Vehicle Weight (GVW):	33,000 lbs
Tire size:	11R22.5 (493 rev/mile)	Peak engine torque:	850 ft.lbs.

Speed

Engine Power:	330 hp @ 2,600 rpm	Worst road surface	Typical Highway
Governed RPM:	3,400 rpm	Final Drive Ratio:	0.63
Frontal Area:	57.82 ft²	Drag Coefficient	0.80
Cruising RPM	2,300 rpm		

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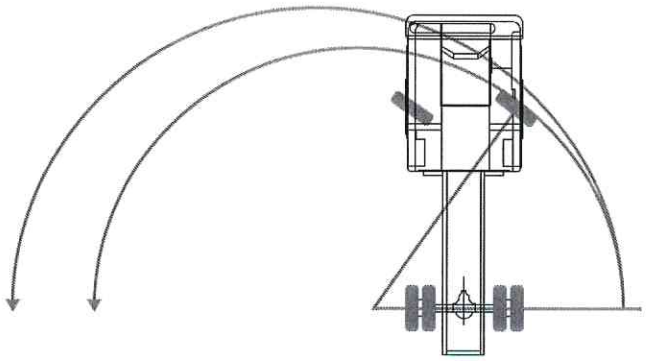
2026 F-750 Diesel Crew Cab Base (W7D)

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Vehicle Dimension and Performance Summary (cont'd)

Turning Radius

Turning radius to curb:	26.31 ft
Turning radius to bumper:	27.89 ft



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CITY OF SEGUIN ORDINANCE NO.:

STATE OF TEXAS

ORDINANCE AMENDING THE SEGUIN CODE OF ORDINANCES, APPENDIX C - FEE SCHEDULE, RELEVANT PORTIONS OF CHAPTER 66-LIBRARY AND CHAPTER 74-PARKS AND RECREATION; PROVIDING FOR A SEVERABILITY CLAUSE; DECLARING AN EFFECTIVE DATE; PREPARING THIS ORDINANCE FOR PUBLICATION; AND AUTHORIZING CITY STAFF TO SUBMIT THIS ORDINANCE AS A SUPPLEMENT TO THE SEGUIN CODE OF ORDINANCES.

WHEREAS, in preparation for the budget the City reviews its rates associated with Library, Parks and Recreation, and other Chapter 66 and Chapter 74 fees; and

WHEREAS, Staff has reviewed and made recommendations regarding modifications to the fee schedule, based on analysis of operations costs and public use; and

WHEREAS, the rates proposed by this Ordinance will sustain the activities authorized under Chapters 66 and 74.

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

Section 1. Chapter 66, Library – Appendix C is amended as follows (underlining indicates added text, ~~strikethrough~~ indicates deleted text):

Chapter 66. Library				
(a)	Nonresident fee (a nonresident is defined as someone who does not live or own property in Guadalupe County) per library card per year		~~25.00~~ 30.00	
(b)	Replacement library card, per occurrence		3.00	
(c)	~~Late fees:~~ Overdue, Lost or Damaged Fees:			
	~~(1)~~	~~All materials except interlibrary loans:~~		
		~~Per day .....~~	~~0.00~~	
		~~Juvenile materials~~	~~0.00~~	
		~~Maximum/item .....~~	~~0.00~~	
	(~~2~~) (1)	Interlibrary loan materials:		
		Per day (No maximum)	0.50	

		Interlibrary loan materials not picked up, per item	3.00	
	~~(3)~~ (2)	~~Failure to return library tablet to kiosk, per occurrence~~ Failure to return in house use library tablet to kiosk, per occurrence	10.00	
	~~(5)~~	~~Silverspot Tablet, lost not returned or damaged beyond repair~~ In-house use library tablet lost, not returned, or damaged beyond repair	Replacement cost + processing fee	
	~~(4)~~ (3)	~~Mobile hotspot, per day~~ Take home mobile hotspot, tablet, or laptop overdue fee per day	~~0.00~~ 3.00	
		~~Mobile hotspot, maximum~~ Take home mobile hotspot, tablet, or laptop maximum overdue fee	Replacement cost + processing fee	
		~~Hotspot, Tablet or Chromebook returned in book drop~~ Take home mobile hotspot, tablet, laptop returned in book drop	5.00 per occurrence	
	~~(6)~~	~~Chromebook, lost not returned or damaged beyond repair~~ Take home mobile hotspot, tablet, or laptop lost, not returned, or damaged beyond repair	Replacement cost + processing fee	
~~(d)~~	~~Replacement library card, per occurrence .....~~		~~3.00~~	
	~~Envisionware Tablet, lost, not returned, or damaged beyond repair~~		~~Replacement cost~~	
	~~Hot Spot Kit, lost, not returned or damaged beyond repair~~		~~Replacement cost~~	
~~(e)~~ (d)	Service fees:			
	(1)	Service fees:		
		a. Photocopies, per copy	0.15	
		b. Printing, color, per page	0.50	
		c. Faxes, per page	1.00	
		d. Reserved.		
		e. Interlibrary loan	Return postage and all other costs	

			charged by lending library for the item.	
		f. Proctoring, per test	15.00	
		g. Notary Service	5.00 per document	
~~(f)~~ (e)	Materials lost, not returned, or damaged beyond repair:			
	~~(1)~~	~~Softcover books .....~~	~~Replacement cost + $5.00 processing charge~~	
	~~(2)~~ (1)	All ~~other~~ materials	Replacement cost + $5.00 processing charge	
~~(g)~~ (f)	Sale of incidentals:			
		Earbuds, each	2.50	
		Flash Drive, each	5.50	
		Branded merchandise	Cost of item + 20%	
~~(h)~~ (g)	Community room rental fee:			
		Deposit, due at time of reservation	100.00	
		Nonprofit organization rental rate	~~15.00 per hour~~ 25.00 per hour	
		Commercial/business rental rate	50.00 per hour	
		Kitchen use fee, per meeting, per day:		
		Nonprofit organization	25.00	
		Commercial/business	50.00	

		Room not vacated 15 minutes before closing:		
		Nonprofit organization	25.00	
		Commercial/business	50.00	
~~(i)~~ (h)	Conference room rental fee:			
		Commercial organizations and independent consultants	~~15.00 per hour~~ 25.00 per hour	
		Non-profit Deposit is refundable but will not be refunded if reservation is not cancelled by email to librarymeetingspaces@seguintexas.gov at least 30 minutes prior to meeting start time. Phone cancellations will not be accepted.	15.00 deposit per reservation	
(i)	Tech Lab rental fee:			
		Commercial organizations and independent consultants	25.00 per hour	
		Nonprofit organization	15 per hour	
(Ord. No. 99-32, 5-18-99; Ord. No. 04-52, 8-24-04; Ord. No. 07-71, 7-17-07; Ord. No. 2012-39, § 10, 8-28-12; Ord. No. 2015-56, § 5, 8-18-15; Ord. No. 2016-54, § 4, 8-30-16; Ord. No. 2017-37, § 7, 8-1-17; Ord. No. 2018-044, § 2, 8-7-18; Ord. No. 2021-020, § 2, 5-4-21; Ord. No. 2022-066, § 2, 8-16-22)				

Section 2. Chapter 74, Parks and Recreation, Streets, and Other City Facilities – Appendix C is amended as follows (underlining indicates added text, ~~strikethrough~~ indicates deleted text):

Chapter 74. Parks and Recreation, Streets and Other City Facilities					
(a)	Max Starcke Park Golf Course:				74-51
	(1)	Memberships:			
		a.	Memberships are open to all Seguin residents		
		b.	Any non-resident who is a current member may continue membership		
		c.	Memberships are annual and run concurrently with the city's fiscal year; October 1 through September 30		

	(2)	Membership fees (does not include cart rental or trail fee):			
		a.	Seniors - Over 60 (plus per round surcharge)	550.00	
		b.	Adults (plus per round surcharge)	650.00	
		c.	Couple (plus per round surcharge)	750.00	
		d.c.	Member surcharge	75.00	
		e.d.	Golf Team Surcharge	4.00	
	(3)	Green fees for 18 holes:			
		Monday through Friday, Adults		3324.00	
		Monday through Friday, Senior - Over 60		2620.00	
		Monday through Friday, Military (Active or Retired)		26.00	
		Monday through Friday, Junior - K-12		12.00	
		~~Monday through Friday, 9 holes and twilight~~		~~16.00~~	
		Weekend and holidays, Adult, Senior, Military		3727.00	
		Weekend and holidays, Junior		13.50	
		Twilight or 9 holes Monday through Sunday and holidays - Adult, Senior, Military, Junior~~Weekend and holidays, 9 holes~~		2216.00	
	(4)	Trail fee ~~(Residents only)~~:			
		Daily		12.00	
		Annual (Only available to those currently paying the annual trail fee)		725.00	
	(5)	Prepaid player cards expire 6 months after date of purchase			
		a.	Senior player card - 20 rounds	390250.00	
		b.	Adult player card - 20 rounds	495300.00	
	(6)	Annual locker fee (valid October 1 through September 30)		75.00	
	(7)	Golf cart rental, ~~(~~per rider~~)~~(applicable sales and use tax not included in the rental fee):			
		a.	18 holes	15.7000	
		b.	9 holes	11.0910.00	
	(8)	Trained and authorized golf course marshals are provided unlimited golf Monday through Friday with a cart at no charge for services provided.			
	(9)	Sign advertising, per hole:			
		a.	First hole, new sign, first year	300.00	

		b.	First hole, renewal, per year	250.00	
		c.	Holes 2—18, per hole, new sign, first year	200.00	
		d.	Holes 2—18, per hole, renewal, per year	150.00	
(b)	Rental of Patricia K. Irvine-King Pavilion with stage and the Pecan Bottom area:				
	Use fee:				
		~~a.~~	~~Large pavilion with stage per hour~~	~~50.00~~	
		~~b.~~a.	Pecan Bottom area and large pavilion with stage		
			Deposit	500.00	
			Day 1	350.00	
			Day 2	250.00	
			Day 3, and beyond	200.00	
			For public events, renters of the Pecan Bottom or the Patricia K. Irvine-King Pavilion with stage are required to provide event general liability insurance and/or liquor liability insurance of at least $1,000,000.00 (one million dollars) naming the City of Seguin as an additional insured. Police officer(s) may be required to work event at an additional cost.		
(c)	[Reserved]				
(d)	Max Starcke Park rental fees:				
	Starcke Bowl use fee per hour			30.00	
(e)	Covered pavilion, small (P-1 through P-25):				
	Use fee per hour			10.00	
(f)	Deposit for rental or closure of downtown streets:				
		Single day		100.00	
		Deposit for multi-day events		500.00	
(g)	Walnut Springs Park Rental Fee per day/event			75.00	
		Deposit, single day event		100.00	
		Deposit, multiday event (includes set-up)		500.00	
(h)	Amphitheater Rental Fee per day/event			75.00	
(i)	Covered pavilion, medium (M-1 through M-5)				
		Per hour		15.00	
~~(j)~~	~~Sebastopol House Historic Site~~				
		~~Grounds rental per day~~		~~275.00~~	

		~~After hours staffing per person per hour (if required)~~		~~25.00~~	
		~~Deposit~~		~~500.00~~	
			~~For public events, renters of the grounds are required to provide event general liability and/or liquor liability insurance of at least $1,000,000.00 (one million dollars) naming the City of Seguin as an additional insured. Police officer(s) may be required to work event at an additional cost.~~		
(k)	Downtown Historic District/Central Park including bandstand and electricity on bandstand, per day			75.00	
		Deposit, single day event		100.00	
		Deposit, multiday event (includes set-up)		500.00	
~~(l)~~	~~Electric roll-offs/panels for events, if available:~~				
		~~First roll-off/panel per day/event~~		~~75.00~~	
		~~Each additional roll-off/panel per day/event~~		~~35.00~~	
		~~After hour's electric fee (per hour)~~		~~140.00~~	
		~~Portable security light~~		~~25.00~~	
		~~Deposit for light~~		~~100.00~~	
(m)	Alcoholic beverage permit. Application for a permit to use alcoholic beverages shall be completed and submitted to the Parks and Recreation Department prior to the scheduled activity for designated areas only. Fees for said permits shall be:				
	(1)	Per event, per day		20.00	
	~~(2)~~	~~Adult athletic league teams may obtain one permit for length of one scheduled season.~~			
(n)	Sale of goods or services permit. Applications for a permit to sell goods or services on city property shall be completed and submitted to the Parks and Recreation Department prior to the scheduled activity. Fees for said permits shall be:				
	(1)	Per day/event		30.00	
~~(o)~~	~~Amusement permit. Applications for a permit to bring amusements to a city park such as bounce house, petting zoo, climbing wall, trackless trains, etc., shall be completed and submitted to the Parks and Recreation Department prior to the scheduled activity. Fees for permits shall be:~~				
	~~(1)~~	~~Per day/event~~		~~20.00~~	

	~~(2)~~	~~Amusements brought onto a city park, or other city property, require general liability insurance and/or carnival insurance of at least $1,000,000.00 (one million dollars) naming the City of Seguin as an additional insured.~~		
(p)	Picnic tables, and rectangular folding tables (if available):			
	(1)	Per table, per event (portable)	10.00	
(q)	Bleacher rental, per bleacher, per day/event (if available)		25.00	
		Deposit	None	
(r)	Volleyball complex:			
	(1)	Complex use fee (18 courts), per day	500~~350~~.00	
		Deposit	500.00	
		Tournaments, games, and public events are required to provide general liability insurance of at least $1,000,000.00 (one million dollars) naming the City of Seguin as an additional insured. Police officer(s) may be required to work event at an additional cost.		
(s)	Tennis complex:			
	~~(1)~~	~~Use fee, per court, per hour~~	~~5.00~~	
	(1~~2~~)	Complex use fee for schools (4~~6~~ courts), per day	90.00	
(t)	Softball 4-plex complex (may not be available due to field rest/conditions or partner contractual obligations):			
	(1)	Use fee, per field with lights, per day	150.00	
	(2)	Use fee, per field with lights, per hour	30~~20~~.00	
	(3)	Complex use fee (4 fields) with lights, and/or the parking lot, per day	500.00	
		Deposit	500.00	
		Tournaments, games, and public events are required to provide general liability insurance of at least $1,000,000.00 (one million dollars) naming the City of Seguin as an additional insured. Police officer(s) may be required to work event at an additional cost.		
		~~Full refund if event is cancelled more than 60 days prior; 50% refund if event is cancelled between 11 and 60 days prior; no refund if event is cancelled 10 or less days prior. At the discretion of the Director of Parks and~~		

		~~Recreation or designee, an exception to the cancellation policy can be made for inclement weather.~~		
(u)	"Smokey" Joe Williams Baseball Field rental fees (may not be available due to field rest/conditions or partner contractual obligations):			
	(1)	"Smokey" Joe Williams Baseball Field use fee, per game with lights, includes first game of the day ballfield dragging/chalking only. ~~maintenance~~	150.00	
		Deposit	250.00	
		Tournaments, games, and public events are required to provide general liability insurance of at least $1,000,000.00 (one million dollars) naming the City of Seguin as an additional insured. Police officer(s) may be required to work event at an additional cost.		
		~~Full refund if event is cancelled more than 60 days prior; 50% refund if event is cancelled between 11 and 60 days prior; no refund if event is cancelled 10 or less days prior. At the discretion of the Director of Parks and Recreation or designee, an exception to the cancellation policy can be made for inclement weather.~~		
(v)	Little League fees:			
	(1)	Use fee per field, with lights, per day	150~~100~~.00	
		Use fee, per field with lights, per hour	30~~20~~.00	
		Deposit	500.00	
		Tournaments, games, and public events are required to provide general liability insurance of at least $1,000,000.00 (one million dollars) naming the City of Seguin as an additional insured. Police officer(s) may be required to work event at an additional cost.		
(w)	Wave pool:			
	(1)	Ages 0—3	Free	
	(2)	Ages 4—11	5.00	
	(3)	Ages 12—59	6.00	
	(4)	Ages 60 and over	5.00	
		Admission charges after 4:00 p.m. discounted 50%		
	(5)	Group ~~S~~swimming lessons, per session per child	55.00	
	(6)	Private swimming lessons, per lesson	75.00	

	(7)	No wave admission (all ages)		3.00	
	(8)	Aqua Fitness, per session		3.00	
(x)	Group discounts:				
	(1)	10 or more patrons		50% off	
	(2)	Local private parties, up to 600 people, per 3-hour minimum.		600.00	
		Each additional hour		150.00	
		"Local" is defined as either reserved by an entity owned and operated, with more than 70% of operations being hosted in Seguin, Texas + or - fifteen (15) miles from City limits or rented by an individual whose main homestead is located in Seguin, Texas + or - fifteen (15) miles from City limits. Additionally, the City reserves the right to deny a request for rental space if the City finds evidence that the practices of the organization or business are not in the best interest of the City.			
(y)	Season passes:				
	(1)	Family season pass		125.00	
		a.	Individual	50.00	
		b.	Family (up to six immediate family members in household)	125.00	
			Each additional family member	20.00	
(z)	Summer Day Camp program, per week, per child			120~~100~~.00	
		a.	Non-refundable registration fee per child	25.00	
		b.	Late payment fee, per week	10.00	
		c.	Cancellation fee, per week, per child	10.00	
(aa)	After school program, per week, per child			40.00	
		a.	Non-refundable registration fee per child	25.00	
		b.	Late payment fee, per week	10.00	
(bb)	[Reserved]				
(cc)	Special event permit. Applications for a permit to use public streets and/or rights-of-way for such things as races, walks, parades, assemblies, etc., shall be completed and submitted to the Parks and Recreation Department prior to the scheduled activity. Fees for said permits shall be:				
	(1)	Per day/event		50.00	

	(2)	For public special events, event organizers are required to provide general liability and/or liquor liability insurance of at least $1,000,000.00 (one million dollars) naming the City of Seguin as an additional insured. Police officer(s) may be required to work event at an additional cost.		
(dd)	Street closure and/or barricades or cones (if available); per day/event:			
	(1)	1—10 barricades/cones	50.00	
	(2)	11—20 barricades/cones	100.00	
	(3)	21—30 barricades/cones	150.00	
	(4)	31—45 barricades/cones	200.00	
	(5)	46—60 barricades/cones	250.00	
	(6)	61 and more barricades/cones	300.00	
(ee)	Portable/temporary trashcans:			
		1 to 5 trash cans	25.00	
		6 to 10 trash cans	50.00	
		11 to 15 trash cans	75.00	
		16 to 20 trash cans	100.00	
		Deposit	50.00	
		Rental includes ~~the~~ cans and one liner with parks delivery of empty cans and removal of cans with trash inside after event. If the sponsoring organization does not remove any excess trash, leaves, overflowing cans, or a can goes missing, the deposit will be withheld.		
(ff)	Rental of Coliseum in its entirety and/or the Coliseum parking lot (defined as an area east of a north/south line from Building A-Dance Pavilion to South Austin Street) including the initial setup and breakdown of requested tables and chairs per the customer submitted floor plan. All rental fees are for up to a 12-hour continuous rental that includes customer and/or vendor setup, the actual event, and cleanup/breakdown during the 12-hour continuous rental window. Additional hours needed for the facility rental are $100.00 per hour. Coliseum rental hours available are from 7:00 a.m. to~~—~~ 11:00 p.m. ~~12:00 midnight~~ (event must end by 11:00 p.m. ~~12:00 midnight~~) with cleanup allowed until 12:00 midnight. All guests		

	must be out of the Coliseum no later than 12:00 midnight. The only exceptions are approved "Grandfathered" events or as approved by the City Manager or designee: ~~1:00 a.m~~. ~~City staff will count the number of total guests entering the building for the rental. If the guest count exceeds the number of guests written in the contract AND falls into a higher rental rate, the customer will be informed on the day of the event and charged the appropriate rental rate as written in the terms and conditions of the signed contract:~~			
	(1)	Sunday	~~1,000.00~~ 1,200.00	
	(2)	Monday	~~500.00~~ 600.00	
	(3)	Tuesday	~~500.00~~ 600.00	
	(4)	Wednesday	~~500.00~~ 600.00	
	(5)	Thursday	~~500.00~~ 600.00	
	(6)	Friday	~~1,000.00~~ 1,200.00	
	(7)	Saturday	~~1,500.00~~ 1,800.00	
	(8)	At the time a reservation is made the following deposit must be made	500.00	
	Individual or combined room rates shall be as follows (not including the main banquet area):			
		Weekdays 8:00 a.m. to 5:00 p.m., Monday through Thursday, per room	150~~100~~.00	
		Evening rates 5:00 p.m. to 10:00 p.m., Monday through Thursday, per room	150~~100~~.00	
		Civic Luncheon ~~per date for up to 2 hours~~ during the noon timeframe (10:30 a.m. to 3:00 p.m.)	100.00	
		~~More than 2 hours~~	~~125.00~~	
		Gazebo, per day if no rental of the Coliseum	100.00	
	Hourly rental of the Coliseum for event move-in/move-out, only if available:			

		During regular business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, per hour			50.00	
		Outside regular business hours, per hour			100.00	
	Other Coliseum fees:					
	(1)	Event cancellation fees are charged according to the number of days prior to the event that the cancellation occurs:				
				181 days or more, percentage of rental fee	10.00	
				91—180 days, percentage of rental fee	25.00	
				0—90 days, percentage of rental fee	100.00	
	(2)	A late floor plan fee and/or a change in floor plan fee is charged according to the number of days prior to the event that the floor plan is submitted:				
				~~2—13 days~~	~~75.00~~	
				~~1 day or less~~ Less than seven (7) days before event	100.00	
				Any changes to the floor plan orientation (e.g. stage facing versus west facing) / layout (e.g. seating style (e.g. classroom to banquet, etc.), table shape (rectangle to round, etc.) after ~~set up~~ set-up (if accommodatable)	~~50.00~~ 100.00	
	(3)	Additional ~~set-up~~ set-up and / or removal on day of the rental (one table and/or up to 10 chairs), each			25.00	
	(4)	Public address system usage~~rental~~, per day			100~~50~~.00	
	~~(5)~~	~~Relocate stage from existing location to the Cypress Room, per event~~			~~50.00~~	
	(6)	~~Relocate stage from existing location from the Coliseum entirely, per event~~ Relocate stage to behind the curtain, per relocation			~~100.00~~ 200.00	
	(7)	Use of Scissor lift per half hour			50.00	
	(8)	Video ~~address~~ system usage~~rental~~, per day			150~~100~~.00	
	(9)	A late moveout fee is charged when the client leaves the facility after the agreed-upon move-out time			300.00	
(gg)	Contractual participation fees for league play:					
	(1)	Youth league participation fee			7.00	
	(2)	Adult league resident participation fee			8.00	

	(3)	Adult league non-resident participation fee	9.00	
(hh)	Park West Athletic Fields (may not be available due to field rest/conditions or partner contractual obligations):			
	(1)	Use fee, per field, per day	150~~00~~.00	
	(2)	Use fee, per field, per hour	30.00	
	(3)	Complex use fee (3 fields), per day	500~~350~~.00	
		Deposit	500.00	
	Tournaments, games, leagues, select organizations/clubs, and public events are required to provide general liability insurance of at least $1,000,000.00 (one million dollars) naming the City of Seguin as an additional insured. Police officer(s) may be required to work event at an additional cost.			
(ii)	Seguin-Saegert Pickleball Complex (may not be available due to public demand for open play):			
	(1)	Complex use fee (9 courts) per day	500~~$350~~.00	
		Refundable deposit	~~$~~500.00	
	~~Full refund if event is cancelled 60 days prior; 50% if canceled 11 days to 60 days prior; no refund if less than 10 days~~			
	Tournaments, games, and public events are required to provide general liability insurance of at least $1,000,000.00 (one million dollars) naming the City of Seguin as an additional insured. Police officer(s) may be required to work event at an additional cost.~~Tournaments and games follow same insurance and police rules as volleyball complex found above in (r)(1)~~			
	~~(2)~~	~~Use fee per court per hour if reservation system is implemented~~	~~$5.00~~	
(jj)	Large group picnic pavilions (L-1 through L-5)			
		Use per hour	30.00	
		~~Deposit~~	~~None~~	
(kk)	Seguin Events Complex Facility Rental Rates:			
	(1)	[Reserved]		
	(2)	Rodeo arena rental, per day: Includes initial arena dirt preparation and practice~~warmup~~ arena with 20 stalls included	500.00	
	(3)	[Reserved]		
	(4)	Rodeo arena and practice area riding fee:		

			Rodeo arena, per horse for three hours, per day ~~with no lights~~	15.00	
			Practice arena, per horse for three hours, per day ~~with no lights~~	10.00	
	(5)	Stall rental, per stall		15.00	
	(6)	RV hookups, per day		25.00	
	(7)	Stall office rental, per day		25.00	
	(8)	Panel rental/setup, per panel/event		5.00	
	(9)	[Reserved]			
	(10)	Nelda Street closure (with sand on roadway), per event (requires City Council approval)		275.00	
	(11)	Nelda Street closure, per event (requires City Council approval)		50.00	
	~~(12)~~	~~Vendor space rental (includes 110 hookup), per day (midday)~~		~~25.00~~	
	(13)	Rodeo arena ticket booth rental, per day		100.00	
	(14)	Livestock barn rental, per day		250.00	
	(15)	Swine barn rental, per day		250.00	
	(16)	Dance slab and half of Women's Building, per day		500.00	
	(17)	Midway Hall rental, per day		300~~250~~.00	
			~~Partial day rental, per hour~~	~~50.00~~	
	(18)	Removal of shavings from stalls, per stall		5.00	
	(19)	Removal of shavings/hay/bedding from the cattle barn and the swine barn, per event		300.00	
	(20)	Concession stands rental:			
		Rodeo arena concession stand, per day		150.00	
		Stand alone concessions, per stand, per day		30.00	
		Stand alone concessions, per day for all 7 stands		100.00	
	(21)	Strip-n-shoot rental/setup, per event		15.00	
	(22)	Security deposit, depending on facilities rented		250.00 to 2,500.00	
	~~(23)~~	~~Key deposit~~		~~25.00~~	
	(24)	Full refund if event is cancelled more than 60 days prior; 50% refund if event is cancelled between 11 and 60 days prior; no refund if event is cancelled 10 or less days prior. At the discretion of the Director of Parks and			

		Recreation or designee, an exception to the cancellation policy can be made for inclement weather.		
(ll)	Film Permit Fee		25.00	
(mm)	Overnight use of city property by trail rides		100.00	
(nn)	After-hours rental of visitor center (per hour)		65.00	
(Ord. No. 93-3, 9-21-93; Ord. No. 94-1, 1-4-94; Ord. No. 94-16, 3-15-94; Ord. No. 94-47, 11-15-94; Ord. No. 95-29, 7-18-95; Ord. No. 95-30, 7-18-95; Ord. No. 95-35, 9-19-95; Ord. No. 96-67, 9-17-96; Ord. No. 96-75, 10-15-96; Ord. No. 97-16, 4-15-97; Ord. No. 98-82, 10-6-98; Ord. No. 00-93, 11-21-00; Ord. No. 01-23, 5-15-01; Ord. No. 02-17, 3-26-02; Ord. No. 02-58, 8-20-02; Ord. No. 02-59, 8-20-02; Ord. No. 02-77, 10-15-02; Ord. No 04-11, 3-16-04; Ord. No. 05-11, 3-29-05; Ord. No. 05-19, 5-3-05; Ord. No. 05-67, § 1, 12-20-05; Ord. No. 06-47, § 1, 7-5-06; Ord. No. 06-48, § 1, 7-5-06; Ord. No. 06-69, § 1, 10-17-06; Ord. No. 07-57, 7-17-07;				
Ord. No. 08-41, § 1, 8-19-08; Ord. No. 08-42, § 1, 8-19-08; Ord. No. 10-61, § 1, 8-31-10; Ord. No. 2011-17, § 1, 5-3-11; Ord. No. 2013-41, § 7, 8-26-13; Ord. No. 2014-30, § 1, 7-15-14; Ord. No. 2014-36, § 1, 8-5-14; Ord. No. 2014-42, § 1, 8-19-14; Ord. No. 2015-56, § 6, 8-18-15; Ord. No. 2015-84, § 1, 11-3-15; Ord. No. 2015-91, § 1, 11-17-15; Ord. No. 2016-54, § 5, 8-30-16; Ord. No. 2016-69, § 1, 10-18-16; Ord. No. 2017-37, § 8, 8-1-17; Ord. No. 2018-044, § 2, 8-7-18; Ord. No. 2018-077, § 1, 11-20-18; Ord. No. 2018-077, § 1, 11-20-18; Ord. No. 2019-046, §§ 3—6, 8-13-19; Ord. No. 2021-005, § 2, 1-19-21; Ord. No. 2021-047, §§ 4—6, 8-17-21; Ord. No. 2022-014, § 1, 1-18-22; Ord No. 2022-021 , § 1, 3-15-22; Ord. No. 2022-037 , § 1, 4-19-22; Ord. No. 2022-066, § 3—5, 8-16-22; Ord. No. 2022-094, § 1, 11-15-22; Ord. No. 2023-046, §§ 1, 2, 8-1-23; Ord. No. 2024-040, § 1, 9-3-24; Ord. No. 2024-042, § 1, 9-17-24)				

Section 3. In accordance with Section 3.10 of the Seguin City Charter, this Ordinance shall become effective beginning October 1, 2025, said date being at least ten days after publication of this ordinance.

Section 4. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portions of the Ordinance, which shall continue to have full force and effect.

Section 5. City Staff is hereby authorized to submit this Ordinance as a supplement to the Seguin Code of Ordinances.

PASSED UPON FIRST READING this 5th day of August 2025.

PASSED UPON SECOND READING this 19th day of August 2025.

_____
DONNA DODGEN, Mayor

ATTEST:

_____
Kristin Mueller, City Secretary



MEMBERSHIP RATES

GOLF MEMBERSHIPS

Annual Membership	$2,080.00
Billed Monthly (One-Year commitment) *$195.83*	$2,350.00
Spouse of Annual Member (50% off)	$1,175.00/$1,040.00
Seasonal Membership (Four Months)	$925.00
Monthly Membership	$250.00
Junior Membership	$230.00
Annual Cart Fee (Paid in Full)	$1,000.00
Annual Cart Fee (Billed Monthly) *$93.75*	$1,125.00
Annual Private Cart Trail Fee	$450.00

All memberships are for person on contract only. Membership cannot be shared and is non-transferable. Memberships are for daily league place only and cannot be used for tournament play. Memberships are good any day of the week unless the club has a private event or is closed for holidays or inclement weather. Memberships do not include cart fee (see applicable fees).

DAILY GREEN FEES

Weekend: Saturday & Sunday	$54.00
Weekday: Monday - Friday	$50.00
Weekday: Senior (Age 60+)	$43.00
Weekday: Military	$43.00
Weekday: Junior (Walking)	$12.00
Weekend (Walking)	$14.00
Twilight (Everyday)	$39.00

All fees include carts except Junior Weekend and Weekday.

City of New Braunfels

Coliseum Rental Fee Increase Recommendations	Coliseum 12,000 sq ft		The Expo 25,000 sq ft	Red Barn 400 - 700 pp	NB Convention Center 9,300 sq ft	Schertz 7,200 sq ft | 400 ppl w/o dance floor
	Current	20%				
Monday - Thursday	$ 500	$ 600	$ 750	$ 1,150	$ 1,375	Not Available
Friday	$ 1,000	$ 1,200	$ 1,500	$ 1,450	$ 1,857	$ 2,025
Saturday	$ 1,500	$ 1,800	$ 2,000	$ 1,850	$ 2,610	$ 3,000
Sunday	$ 1,000	$ 1,200	$ 1,500	$ 1,250	$ 1,857	$ 2,025
Weekend Pkg	N A	N A	$ 4,000	DNA	DNA	DNA

N A: Not Available

DNA: Data Not Available

SEGUIN TEXAS
PUBLIC LIBRARY

Memorandum

To: City of Seguin Mayor and City Council
Steve Parker, City Manager

From: Silvia Christy, Library Director

Through: Mark Kennedy, City Attorney

Date: August 19, 2025

Subject: Ordinance on first reading amending the Seguin Code of Ordinances, Appendix C - Fee Schedule, relevant portions of Chapter 66-Library and Chapter 74-Parks and Recreation; providing for a severability clause; declaring an effective date; preparing this ordinance for publication; and authorizing City staff to submit this ordinance as a supplement to the Seguin Code of Ordinances.

Historical Background

In conjunction with the 2025/2026 fiscal year budget process, City staff assessed existing fees and looked at possible new fees to help offset increased operational costs. Fees are evaluated annually keeping in mind comparisons with our neighboring communities with similar services and affordability for our residents. This includes rental fees and charges at the Seguin Public Library. In FY 2024/2025, the City of Seguin invested through Capital Projects $249,997 in new audio/video equipment and other amenities for the Community Meeting Room, Conference Rooms and Tech Lab. The improvements provide users with the ability to have in-room presentations as well as videoconferencing. The proposed fee increase will help cover the costs of the upgrades while remaining accessible to businesses and non-profit organizations.

Action Requested

There are several items in the attached Fee Ordinance associated with the library that were cleaned up or no longer applicable in addition to some new fees and fee increases. The highlights of proposed changes are as follows:

Fee	Current	Change
Nonresident privilege fee	$25.00	$30.00
Take home mobile hotspot, tablet or laptop overdue fee		$3.00 per day
Branded merchandise		Cost of item + 20%
Community meeting room rental fee nonprofit organizations	$15.00 per hour	$25.00 per hour
Conference room rental fee	$15.00 per hour	$25.00 per hour

commercial organizations and independent consultants		
Tech Lab rental fee commercial organizations and independent consultants		$25.00 per hour
Tech Lab rental fee nonprofit organizations		$15.00 per hour

Procurement Methodology & Funding Source

N/A

Staff Recommendation

Staff recommends approval on first reading amending the Seguin Code of Ordinances, Appendix C - Fee Schedule, relevant portions of Chapter 66-Library and Chapter 74-Parks and Recreation; providing for a severability clause; declaring an effective date; preparing this ordinance for publication; and authorizing City staff to submit this ordinance as a supplement to the Seguin Code of Ordinances as presented and written herein.

ATTACHMENTS

- Seguin Code of Ordinances, Appendix C - Fee Schedule, Chapter 66-Seguin Public Library

CITY OF SEGUIN

To: City of Seguin Mayor and City Council

From: Jack Jones, Director of Parks and Recreation
Bruce Allen, Golf Course General Manager

Through: Steve Parker, City Manager
Rick Cortes, Deputy City Manager
Mark Kennedy, City Attorney

Date: August 19, 2025

Subject: Ordinance on first reading amending the Seguin Code of Ordinances, Appendix C - Fee Schedule, relevant portions of Chapter 66-Library and Chapter 74-Parks and Recreation; providing for a severability clause; declaring an effective date; preparing this ordinance for publication; and authorizing City staff to submit this ordinance as a supplement to the Seguin Code of Ordinances.

Historical Background

Starcke Park Golf Course:

Before undertaking the Starcke Park Golf Course renovation, the City contracted with the National Golf Foundation to study the golf course's infrastructure and business model. The study recommended a complete renovation of the golf course and advised keeping the fees at an affordable level when the course is reopened to the public. The study used the Landa Park Golf Course as an example of what would happen if the City priced itself out of the market. After reopening in October of 2014, Landa raised their rates substantially above market rates. As a result, their revenue plummeted as the number of rounds decreased from what they had been before their renovation. As a result, Landa Park lowered their rates in the second year after its reopening and the level of play picked back up to pre-renovation levels. In response to the study, City staff has discussed publicly the idea to mirror current Landa Park rates that are attached for reference. Rate discussions were held at a joint City Council/Starcke Park Golf Course Advisory Board Workshop on January 19, 2024, City Council Orientation on March 6, 2025, and with the Starcke Park Golf Course Advisory Board on August 4, 2025, and this rate recommendation was acceptable.

Parks and Recreation Department:

In conjunction with the 2025/2026 fiscal year budget process, City staff has assessed existing fees and looked at possible new fees to help offset somewhat increased operational costs of programs and facility rentals. Typically, fees are reviewed annually by City staff keeping in mind comparisons with our neighboring communities with similar services and affordability for our residents. This includes rental fees and charges at the Seguin Coliseum. Over the past couple of years, the City has invested approximately $500,000 in new audio/video equipment, stage lighting, chairs, and LED marquee sign. In the 2024/2025 fiscal year budget, more than $1 million was approved to replace the original HVAC unit.

Action Requested

The rates being recommended for the golf course are favorable when compared to other area golf courses. The proposed rates are lower than The Bandit in New Braunfels, Plum Creek in Kyle, four of the five Alamo Trails Golf Courses in San Antonio, and lower than Olympia Hills in Universal City for the out-of-town players. The proposed rates below include a new Military rate. This rate would be for active duty and retired military personnel. In addition, the current membership rates will stay the same, but the surcharge will have a slight increase.

Starcke Park Golf Course Proposed Rates: FY25-26**

Green Fees for 18 holes	Golfer Category	Current	Proposed
Adult M-F	Adult	**$24.00**	**$33.00**
Senior M-F	Senior - Over 60	**$20.00**	**$26.00**
Military M-F	Military - Active or Retired	**n/a**	**$26.00**
Junior M-F	Junior (K-12)	**$12.00**	**$12.00**
Weekend and Holiday	Adult, Senior, Military	**$27.00**	**$37.00**
Weekend and Holiday	Junior (K-12)	**$13.50**	**$13.50**
Twilight or 9 holes	Adult, Senior, Military	**$16.00**	**$22.00**

Note: This is the first proposed request for a military discount.
Note: When the after-tax cart fees are added to the green fees, the new rates at Starcke Park will equal the Landa Park rates.

Cart Fees	Golfer Category	Current	Proposed
Cart Rental - 18 Holes	Adult, Senior, Military	**$16.00**	**$15.70**
Cart Rental - 9 Holes	Adult, Senior, Military	**$11.00**	**$11.09**
Private Cart Trail Fee	Private Cart Owner	**$12.00**	**$12.00**
Annual Trail Fee	Current Trail Fee Members Only	**$725.00**	**$725.00**

Note: Cart rental rates do not include the required 0.0825% sales tax. After the sales tax is added to the proposed cart rates, the rates will be $17.00 for 18 holes and $12 for 9 holes.

Membership	Golfer Category	Current	Proposed
Senior Membership	Seguin Residents Over 60	**$550.00**	**$550.00**
Adult Membership	Seguin Residents Under 60	**$650.00**	**$650.00**
Couple Membership	Seguin Residents	**$750.00**	**$750.00**
Member Surcharge	Per Round Surcharge	**$5.00**	**$7.00**

Note: If an Adult member plays 100 rounds a year and rents a cart every time, the proposed rate will be similar to the Landa Membership and Annual Cart Fee.

Player Cards	Golfer Category	Current	Proposed
Adult Players Card	20 Rounds - Good for 6 Months	**$340.00**	**$495.00**
Senior Player Card	20 Rounds - Good for 6 Months	**$290.00**	**$390.00**

Note: This gives frequent players a 25% discount on green fees for playing at the Starcke Park Golf Course.

****At their meeting on August 11, 2025, the Starcke Park Golf Course Advisory Board reviewed the proposed fee changes and unanimously recommended approval for City Council consideration of the fee changes as presented.

There are several items in the proposed Fee Ordinance** attached for reference associated with the Parks and Recreation Department that were cleaned up or no longer applicable in addition to some fee increases. The highlights of proposed fee changes are as follows:

- Softball 4-plex
  - Use fee, per field with lights, per hour – Current $20, Proposed $30
- Little League fees
  - Use fee, per field with lights, per day – Current $100, Proposed $150
  - Use fee, per field with lights, per hour – Current $20, Proposed $30
- Park West Athletic Fields
  - Use fee, per field with lights, per day – Current $100, Proposed $150
  - Complex use fee (3 fields), per day – Current $350, Proposed $500
- Volleyball Complex
  - Complex use fee (18 courts), per day – Current $350, Proposed $500
- Wave Pool
  - Private lessons, per lesson – New $75
  - No Wave Admission (all ages) – New $3
  - Aqua Fitness, per session – New $3
- Summer Day Camp, per week, per child – Current $110, Proposed $120
- Coliseum – All guests must be out of the Coliseum for their rental no later than 12:00 midnight with the event ending at 11:00 p.m. to allow guests ample time for event cleanup.
  - Monday through Thursday – Current $500, Proposed $600
  - Friday $1,000 – Current $1,000, Proposed $1,200
  - Saturday – Current $1,500, Proposed $1,800
  - Individual or combined room rates not including the main banquet area
    - Monday through Thursday (8:00 a.m. to 5:00 p.m.) – Current $100, Proposed $150
    - Monday through Thursday (5:00 p.m. to 10:00 p.m.) – Current $100, Proposed $150
  - Sunday – Current $1,000, Proposed $1,200
  - Changes to the floor plan after set-up – Current $50, Proposed $100
  - Public address system usage – Current $50, Proposed $100
  - Video usage – Current $100, Proposed $150
  - Relocate stage to behind the curtain, per relocation – Current $100, Proposed $200
  - A new late moveout fee will be charged when the client leaves the facility after the agreed-upon move-out time in as written in their agreement – New late moveout fee, Proposed $300
- Midway Hall rental, per day – Current $250, Proposed $300

**At their meeting on August 4, 2025, the Parks and Recreation Advisory Board reviewed the proposed fee changes and unanimously recommended approval for City Council consideration of the fee changes as presented.

Procurement Methodology & Funding Source

N/A

Staff Recommendation

Staff recommends approval on first reading amending the Seguin Code of Ordinances, Appendix C - Fee Schedule, relevant portions of Chapter 66-Library and Chapter 74-Parks and Recreation; providing for a severability clause; declaring an effective date; preparing this ordinance for publication; and authorizing City staff to submit this ordinance as a supplement to the Seguin Code of Ordinances as presented and written herein.

ATTACHMENTS

- Seguin Code of Ordinances, Appendix C - Fee Schedule, Chapter 74-Parks and Recreation
- Landa Park Golf Course current rates
- Comparisons of the Seguin Coliseum rental fees with comparable rental facilities nearby

CITY OF SEGUIN ORDINANCE NO. _____
STATE OF TEXAS

ORDINANCE ON FIRST READING ADOPTING THE 2025-26 FISCAL YEAR GENERAL FUND BUDGET AND MAKING APPROPRIATION IN ACCORDANCE WITH SAID BUDGET FOR THE PERIOD BEGINNING THE FIRST DAY OF OCTOBER 2025 AND ENDING THE LAST DAY OF SEPTEMBER 2026; APPROPRIATING MONEY TO A SINKING FUND TO PAY INTEREST AND PRINCIPAL DUE ON THE CITY'S INDEBTEDNESS; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE

WHEREAS, in accordance with the City Charter, it is necessary to adopt a budget for the Fiscal Year 2025-26; and

WHEREAS, a Proposed Annual Budget for the period commencing October 1, 2025 and ending September 30, 2026 has been prepared by the City Manager in accordance with Article X of the City Charter, and the City Council has considered the City Manager's proposed budget; and,

WHEREAS, a public hearing on the Annual Budget was held on September 2, 2025 after due and proper notice of said hearing having been given in accordance with the City Charter, NOW THEREFORE;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEGUIN:

SECTION 1. The Annual General Fund Budget for the fiscal year commencing October 1, 2025 and ending September 30, 2026, is hereby approved and adopted.

SECTION 2. The sums set forth below are hereby appropriated for the ensuing 2025-26 fiscal year for the different departments and purposes of the City;

FISCAL YEAR 2025-26 BUDGET

GENERAL FUND	
Revenue:	
General Taxes	24,655,617
Sales Taxes	14,739,430
Licenses and Permits	3,270,000
Intergovernmental Revenue	1,495,647
Charges for Services	5,217,300
Fines	608,500
Other Revenues	1,475,855
Intragovernmental Services	5,735,733
Other Financing Sources	16,000
Use of Fund Balance	1,955,213
Total Operating Revenue	59,169,295
Other Revenue Sources:	
General Fund Capital Projects	
Intergovernmental Revenue	148,201

Interest Earnings	75,050
Other Financing Sources	12,551
2018 Certificates of Obligation Bonds	
Interest Earnings	5,000
Use of Fund Balance	390,265
2020 Certificates of Obligation Bonds	
Interest Earnings	50,000
Use of Fund Balance	1,913,389
2021 Certificates of Obligation Bonds	
Interest Earnings	50,000
Use of Fund Balance	3,968,645
2022 Certificates of Obligation Bonds	
Interest Earnings	50,000
Use of Fund Balance	3,203,966
2022A Certificates of Obligation Bonds	
Interest Earnings	200,000
Use of Fund Balance	14,207,862
2024 Certificates of Obligation Bonds	
Interest Earnings	200,000
Use of Fund Balance	13,235,469
2025 Certificates of Obligation Bonds	
Interest Earnings	200,000
Use of Fund Balance	40,005,347
Total Other Revenue Sources	77,915,745
TOTAL REVENUES:	137,085,040
Expenditures by Department:	
General Government	141,905
City Manager	411,713
Finance	1,157,382
Legal & Judicial	568,425
Police	13,262,697
Fire/EMS	12,412,427
Animal Services	813,357
Planning/Codes	2,740,746
City Secretary	162,865
Human Resources	504,291
Public Works	2,887,438
Vehicle Maintenance	798,562
Capital Projects/Engineering Department	543,722
Brush Department	691,682
Downtown and Main Street Program	233,321
Facilities	478,598
Public Library	2,142,797
Parks & Recreation	3,237,360
Information Technologies	1,745,421

City Attorney	255,104
Non-Departmental	6,702,350
Transfer to General I&S Fund	9,629,035
Transfer to Seguin Economic Development Corp.	2,466,667
Transfers to Aquatic Operating Fund	77,884
Indirect Cost Allocation	(7,000,000)
Total General Fund Expenditures	57,065,749
Other Expenditures:	
General Fund Capital Projects	2,301,747
2018 Certificates of Obligation Bonds	395,265
2020 Certificates of Obligation Bonds	1,963,389
2021 Certificates of Obligation Bonds	4,018,645
2022 Certificates of Obligation Bonds	3,253,966
2022A Certificates of Obligation Bonds	14,407,862
2024 Certificates of Obligation Bonds	13,435,469
2025 Certificates of Obligation Bonds	40,205,347
Subtotal Expenditures	79,981,690
Transfers to Fund Balance	
General Fund Capital Projects	37,601
Total Transfers to Fund Balance	37,601
TOTAL EXPENDITURES	137,085,040

SECTION 3. This ordinance shall take effect on the First day of October 2025.

PASSED ON FIRST READING on the 2nd day of September, 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS on this 16th day of September, 2025.

_____
Donna Dodgen, Mayor

ATTEST:

_____
Kristin Mueller, City Secretary

CITY OF SEGUIN ORDINANCE NO. _____
STATE OF TEXAS

ORDINANCE ON FIRST READING ADOPTING THE 2025-26 FISCAL YEAR UTILITY FUND BUDGET AND MAKING APPROPRIATION IN ACCORDANCE WITH SAID BUDGET FOR THE PERIOD BEGINNING THE FIRST DAY OF OCTOBER 2025 AND ENDING THE LAST DAY OF SEPTEMBER 2026; APPROPRIATING MONEY TO A SINKING FUND TO PAY INTEREST AND PRINCIPAL DUE ON THE CITY'S INDEBTEDNESS; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE

WHEREAS, in accordance with the City Charter, it is necessary to adopt a budget for the Fiscal Year 2025-26; and

WHEREAS, a Proposed Annual Budget for the period commencing October 1, 2025 and ending September 30, 2026 has been prepared by the City Manager in accordance with Article X of the City Charter, and the City Council has considered the City Manager's proposed budget; and,

WHEREAS, a public hearing on the Annual Budget was held on September 2, 2025 after due and proper notice of said hearing having been given in accordance with the City Charter, NOW THEREFORE;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEGUIN:

SECTION 1. The Annual Utility Fund Budget for the fiscal year commencing October 1, 2025 and ending September 30, 2026, is hereby approved and adopted.

SECTION 2. The sums set forth below are hereby appropriated for the ensuing 2024-25 fiscal year for the different departments and purposes of the City;

FISCAL YEAR 2025-26 BUDGET

UTILITY FUND	
Revenue:	
Electric Revenues	36,538,460
Water Revenues	20,767,101
Sewer Revenues	15,339,150
Other Charges	1,222,005
Other Revenues	1,185,300
Intragovernmental Services	43,000
Stormwater Drainage Fee	1,164,000
Use of Retained Earnings	1,952,145
Total Operating Revenue	78,211,161
Other Revenue Sources:	
Utility Capital Projects Fund	
Interest Earnings	501,045
2014 Utility Revenue Bond Fund	
Use of Retained Earnings	30
2017 Utility Revenue Bond Fund	

Interest Earnings	10,000
Use of Retained Earnings	885,667
2018 Utility Revenue Bond Fund	
Interest Earnings	5,000
Use of Retained Earnings	1,219,538
2020 Utility Revenue Bond Fund	
Interest Earnings	50,000
Use of Retained Earnings	2,138,944
2022 Certificates of Obligation-Utility portion	
Interest Earnings	200,000
Use of Retained Earnings	11,265,760
2022A Certificates of Obligation-Utility portion	
Interest Earnings	500,000
Use of Retained Earnings	31,813,909
2024 Certificates of Obligation-Utility portion	
Interest Earnings	500,000
Use of Retained Earnings	57,897,305
2025 Certificates of Obligation-Utility portion	
Interest Earnings	500,000
Use of Retained Earnings	59,500,000
Texas Water Development Board Bond Fund	
Interest Earnings	1,050,000
Use of Retained Earnings	98,950,000
Water Impact Fund	
Water Impact Fees	3,000,000
Interest Earnings	100,100
Sewer Impact Fund	
Sewer Impact Fees	8,000,000
Interest Earnings	2,000,500
Wholesale Power Savings Fund	
Interest Earnings	10,000
Use of Retained Earnings	1,035,700
Hydroelectric Subordination Fund	
Interest Earnings	10,000
Lease Revenue	25,000
Use of Retained Earnings	95,277
Rate Stablization Fund-Electric	
Interest Earnings	30,000
Rate Stablization Fund-Water	
Interest Earnings	2,000
Rate Stablization Fund-Sewer	
Use of Retained Earnings	100,000
Emergency Fund	
Interest Earnings	100,100
Utility Bonds Reserve Fund	
Interest Earnings	200,000
Utility I & S Fund	
Interest Earnings	500,000

Reimbursement from SEDC	500,714
Use of Retained Earnings	12,900,656
Total Other Revenue Sources	295,597,245
TOTAL REVENUE	373,808,406
Expenditures by Department:	
Utility Billing	743,283
Utility Administration	732,280
Administrative Services	2,154,498
Electric Distribution	29,052,114
Utility Services	2,150,118
Capital Projects/Engineering Department	1,344,916
Water Plant	7,373,554
Water/Sewer Maintenance	7,647,542
Utility Engineering	740,600
Geronimo Creek WWTP	569,650
Walnut Branch WWTP	1,730,372
Economic Development	710,818
Facilities	1,504,839
Information Technologies	2,150,255
City Attorney	411,759
Stormwater Drainage Utility Fund	1,180,496
Non-Departmental	1,337,222
Indirect Cost Allocation	7,000,000
Total Expenditures	68,534,316
Other Expenditures:	
Utility Fund Capital Projects	3,933,980
2014 Utility Revenue Bond Fund	30
2017 Utility Revenue Bond Fund	895,667
2018 Utility Revenue Bond Fund	1,224,538
2020 Utility Revenue Bond Fund	2,188,944
2022 Certificates of Obligation-Utility portion	11,465,760
2022A Certificates of Obligation-Utility portion	32,313,909
2024 Certificates of Obligation-Utility portion	58,397,305
2025 Certificates of Obligation-Utility portion	60,000,000
Texas Water Development Board Bond Fund	100,000,000
Wholesale Power Savings Fund	1,045,700
Hydroelectric Subordination Payment	130,277
Emergency Fund	10,000
Utility I & S Fund	26,023,294
Total Other Expenditures	297,629,404
Subtotal Expenditures	366,163,720
Transfers to Retained Earnings	
Utility Fund Capital Projects	501,045
Stormwater Drainage Utility Fund	53,604
Water Impact Fund	139,528
Sewer Impact Fund	1,036,412

Rate Stabilization Fund-Electric	30,000
Rate Stabilization Fund-Water	1,354,406
Rate Stabilization Fund-Sewer	4,239,591
Emergency Fund	90,100
Utility Reserve Fund	200,000
Total Transfers to Retained Earnings	7,644,686
TOTAL EXPENDITURES	373,808,406

SECTION 3. This ordinance shall take effect on the First day of October, 2025.

PASSED ON FIRST READING on the 2nd day of September, 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS on this 16th day of September, 2025.

_____
Donna Dodgen, Mayor

ATTEST:

_____
Kristin Mueller, City Secretary

CITY OF SEGUIN ORDINANCE NO. _____
STATE OF TEXAS

ORDINANCE ON FIRST READING ADOPTING THE 2025-26 FISCAL YEAR SPECIAL REVENUE AND FIDUCIARY FUNDS BUDGET AND MAKING APPROPRIATION IN ACCORDANCE WITH SAID BUDGET FOR THE PERIOD BEGINNING THE FIRST DAY OF OCTOBER 2025 AND ENDING THE LAST DAY OF SEPTEMBER 2026; APPROPRIATING MONEY TO A SINKING FUND TO PAY INTEREST AND PRINCIPAL DUE ON THE CITY'S INDEBTEDNESS; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE

WHEREAS, in accordance with the City Charter, it is necessary to adopt a budget for the Fiscal Year 2025-26; and

WHEREAS, a Proposed Annual Budget for the period commencing October 1, 2025 and ending September 30, 2026 has been prepared by the City Manager in accordance with Article X of the City Charter, and the City Council has considered the City Manager's proposed budget; and,

WHEREAS, a public hearing on the Annual Budget was held on September 2, 2025 after due and proper notice of said hearing having been given in accordance with the City Charter, NOW THEREFORE;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEGUIN:

SECTION 1. The Annual Special Revenue and Fiduciary Fund Budget for the fiscal year commencing October 1, 2025 and ending September 30, 2026, is hereby approved and adopted.

SECTION 2. The sums set forth below are hereby appropriated for the ensuing 2025-26 fiscal year for the different departments and purposes of the City;

FISCAL YEAR 2025-26 BUDGET

SPECIAL REVENUE FUNDS	
Revenue:	
Coliseum Fund	
Charges for Services	110,000
Other Revenues	13,100
Use of Fund Balance	13,035
Aquatic Center Fund	
Charges for Services	104,000
Other Revenues	50
Transfers from General Fund	77,884
Seguin Events Complex Fund	
Charges for Services	55,000
Other Revenues	3,050
Golf Fund	
Golf Course Revenue	1,334,762
Other Revenues	59,537
Use of Fund Balance	224,430

Sebastopol Fund	
Donations	1,500
Other Revenues	600
Destination Seguin Fund	
Interest Earnings	15,200
Miscellaneous Revenue	4,000
Occupancy Tax Fund	
Interest Earnings	20,100
Occupancy Tax	1,000,000
Use of Fund Balance	166,917
Golf Course Capital Projects	
Golf Fees	240,373
Interest Earnings	5,000
Use of Fund Balance	35,080
Building/Infrastructure Fund	
Interest Earnings	10,000
Golf Building Fund	
Golf Fees	89,819
Interest Earnings	2,000
Lease Revenues	8,000
Use of Fund Balance	176,566
Sidewalk Fund	
Interest Earnings	10,000
Miscellaneous Revenue	10,000
Use of Fund Balance	80,000
Park Development Fund	
Interest Earnings	50,000
Miscellaneous Revenue	300,000
Use of Fund Balance	375,000
Library Building Fund	
Interest Earnings	1,000
Use of Fund Balance	9,000
CVB Building Fund	
Interest Earnings	100
Roadway Impact Area A Fund	
Interest Earnings	100,100
Impact Fees	500,000
Use of Fund Balance	1,299,737
Roadway Impact Area B Fund	
Interest Earnings	30,050
Impact Fees	150,000
Use of Fund Balance	79,056
Roadway Impact Area C Fund	
Interest Earnings	50,100
Impact Fees	100,000
Roadway Impact Area D Fund	
Interest Earnings	10,050
Impact Fees	40,000

Use of Fund Balance	37,992
Evidence/Abandoned Fund	
Interest Earnings	500
Municipal Court Security Fund	
Municipal Court Security Fee	15,000
Interest Earnings	500
Use of Fund Balance	4,762
Municipal Court Technology Fund	
Municipal Court Technology Fee	13,000
Interest Earnings	25
Seguin Commission on the Arts	
Donations	27,000
Interest Earnings	350
Use of Fund Balance	10,150
American Recovery Act	
Interest Earnings	500
Use of Fund Balance	341,114
Civil Forfeiture Fund	
Interest Earnings	200
Riverside Cemetery Fund	
Use of Fund Balance	12,551
Industrial Development Fund	
Interest Earnings	6,000
Use of Fund Balance	4,000
Federal Forfeiture/Seizure Fund	
Interest Earnings	3,000
Use of Fund Balance	71,461
State Forfeiture/Seizure Fund	
Interest Earnings	2,000
Use of Fund Balance	18,000
PD Community Fund	
Donations	20,000
Interest Earnings	2,050
Retiree Insurance Fund	
Interest Earnings	20,100
Premiums	34,433
Health Internal Insurance Service Fund	
Dependent Premiums	1,192,755
Interest Earnings	1,500
Transfer from Operating	4,789,132
Workers Com. Internal Insurance Service Fund	
Transfers from Operating	314,279
Interest Earnings	2,050
Downtown/N. Austin Corridor Fund	
Interest Earnings	3,672
Use of Fund Balance	21,328
Police Department Donations Fund	
Interest Earnings	1,000

Use of Fund Balance	4,000
Indigent Health Care Fund	
Interest Earnings	7,000
Local Youth Diversion Fund	
Local Youth Diversion Fee	16,000
PEG Capital Fees	
Franchise Fees	35,000
Interest Earnings	2,050
Use of Fund Balance	4,950
TOTAL REVENUE	14,003,600

Expenditures:

Coliseum Fund	426,135
Aquatic Center Fund	181,934
Seguin Events Complex Fund	158,327
Golf Fund	1,618,729
Sebastopol House Fund	101,134
Destination Seguin Fund	414,391
Occupancy Tax Fund	172,706
Golf Course Capital Projects	280,453
Golf Building Fund	276,385
Sidewalk Fund	100,000
Park Development Fund	725,000
Library Building Fund	10,000
Roadway Impact Area A Fund	1,899,837
Roadway Impact Area B Fund	259,106
Roadway Impact Area C Fund	103,186
Roadway Impact Area D Fund	88,042
Municipal Court Security Fund	20,262
Municipal Court Technology Fund	2,760
Seguin Commission on the Arts	52,500
American Recovery Act	341,614
Riverside Cemetery Fund	12,551
Industrial Development Fund	10,000
Federal Forfeiture/Seizure Fund	74,461
State Forfeiture/Seizure Fund	20,000
PD Community Fund	20,000
Retiree Insurance Fund	36,420
Health Internal Insurance Service Fund	5,787,033
Workers Com. Internal Insurance Service Fund	314,279
Downtown/N. Austin Corridor Fund	25,000
Police Department Donations Fund	5,000
Local Youth Diversion Fund	16,000
PEG Capital Fees	42,000
Subtotal Expenditures	13,595,245

Transfers to Fund Balance	
Destination Seguin Fund	114,809

Building/Infrastructure Fund	10,000
CVB Building Fund	100
Roadway Impact Area C Fund	46,914
Evidence/Abandoned Fund	500
Municipal Court Technology Fund	10,265
Civil Forfeiture Fund	200
PD Community Fund	2,050
Retiree Insurance Fund	18,113
Health Internal Insurance Service Fund	196,354
Workers Com. Internal Insurance Service Fund	2,050
Indigent Health Care Fund	7,000
Total Transfers to Fund Balance	408,355
TOTAL EXPENDITURES	14,003,600

SECTION 3. This ordinance shall take effect on the First day of October, 2025.

PASSED ON FIRST READING on the 2nd day of September, 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS on this 16th day of September, 2025.

_____
Donna Dodgen, Mayor

ATTEST:

_____
Kristin Mueller, City Secretary

CITY OF SEGUIN ORDINANCE NO. _____
STATE OF TEXAS

ORDINANCE ON FIRST READING ADOPTING THE 2025-26 FISCAL YEAR DEBT SERVICE FUND BUDGET AND MAKING APPROPRIATION IN ACCORDANCE WITH SAID BUDGET FOR THE PERIOD BEGINNING THE FIRST DAY OF OCTOBER 2025 AND ENDING THE LAST DAY OF SEPTEMBER 2026; APPROPRIATING MONEY TO A SINKING FUND TO PAY INTEREST AND PRINCIPAL DUE ON THE CITY'S INDEBTEDNESS; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE

WHEREAS, in accordance with the City Charter, it is necessary to adopt a budget for the Fiscal Year 2025-26; and

WHEREAS, a Proposed Annual Budget for the period commencing October 1, 2025 and ending September 30, 2026 has been prepared by the City Manager in accordance with Article X of the City Charter, and the City Council has considered the City Manager's proposed budget; and,

WHEREAS, a public hearing on the Annual Budget was held on September 2, 2025 after due and proper notice of said hearing having been given in accordance with the City Charter, NOW THEREFORE;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEGUIN:

SECTION 1. The Annual Debt Service Funds Budget for the fiscal year commencing October 1, 2025 and ending September 30, 20256 is hereby approved and adopted.

SECTION 2. The sums set forth below are hereby appropriated for the ensuing 2025-26 fiscal year for the different departments and purposes of the City;

FISCAL YEAR 2025-26 BUDGET

Revenue:	
General I & S Fund	
Transfers from General	9,629,035
Transfers from Destination Management	23,252
Transfers from Roadway Impact Fee Area A	1,899,837
Interest Revenue	100,000
Total Revenue	11,652,124
Expenditures:	
General I & S Fund	11,554,123
Transfers to Fund Balance	98,001
Total Expenditures	11,652,124

SECTION 3. This ordinance shall take effect on the First day of October, 2025.

PASSED ON FIRST READING on the 2nd day of September, 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS on this 16th day of September, 2025.

_____
Donna Dodgen, Mayor

ATTEST:

_____
Kristin Mueller, City Secretary

CITY OF SEGUIN

ORDINANCE NO.

STATE OF TEXAS

AN ORDINANCE ON FIRST READING LEVYING A TAX RATE OF $0.5135 PER $100 VALUATION FOR THE CITY OF SEGUIN FOR THE TAX YEAR 2025; PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE

WHEREAS, the Chief Appraiser of the Guadalupe County Appraisal District has prepared and certified the appraisal roll for the City, being that portion of the approved appraisal roll of the Guadalupe Appraisal District which lists property taxable by the City, and

WHEREAS, the Guadalupe County Tax Assessor-Collector, who collects taxes for the City has performed the statutory calculations required by Section 26.04 of the Texas Tax Code, and has publicized the effective tax rate, the rollback tax rate, and an explanation of how they were calculated, and has fulfilled all other requirements for publication as contained in Section 26.04(e) of the Tax Code, in a manner designed to come to the attention of all residents of the City, and has submitted the rates to City staff, and

WHEREAS, the City has complied with all other applicable requirements of the Texas Tax Code prior to the setting of the City's tax rate for tax year 2025, and

WHEREAS, THIS TAX RATE WILL NOT RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE INCREASED BY APPROXIMATELY TWO PERCENT (.8%) AND WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $2.40.

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

SECTION 1. The tax rate for the City of Seguin, Texas, for the tax year 2025 is set at fifty-one and thirty-five hundredths cents (51.35¢) on each one hundred dollars ($100) of the taxable value of real and personal property not exempt from taxation by the constitution and laws of this state situated within the corporate limits of the City. This tax rate does not exceed either the effective tax rate or the rollback rate that was calculated by the Guadalupe County Tax Assessor-Collector.

SECTION 2. The tax rate in Section 1 above is levied for the tax year 2025 upon all real and personal property not exempt from taxation by the constitution and laws of this State situated within the corporate limits of the City, and shall be collected for the use and support of the municipal government of the City of Seguin, Texas, to provide a sinking fund for the retirement of the bonded debt of the City, and to provide for permanent improvements in the City; and this tax shall be apportioned to the following specific purposes:

A. For the payment of current expenses and to be deposited in the general fund (for the purposes of maintenance and operation), twenty-nine and eighty-one hundredths cents (29.81¢) on each one hundred dollars ($100) of the taxable value of such property; and

B. To provide for a sinking fund for the payment of the principal and interest and the retirement of the bonded debt as it becomes due, twenty-one and fifty-four hundredth cents (21.54¢) on each one hundred dollars ($100) of the taxable value of such property, or so much thereof, or so much more, if any, as shall be necessary to pay the principal and interest of the current year.

SECTION 3. The Guadalupe County Tax Assessor-Collector is authorized to assess and collect the taxes of the City employing the tax rate stated in Section 1 of this ordinance.

SECTION 4. The City Director of Finance shall keep accurate and complete records of all funds collected under this Ordinance and of the purposes for which they are expended.

SECTION 5. Funds collected pursuant to this Ordinance shall be expended as set forth in the City of Seguin 2025-26 Budget.

SECTION 7. All funds collected by the City which are not specifically appropriated shall be deposited in the General Fund.

SECTION 8. This ordinance shall take effect on the First day of October, 2025.

PASSED ON FIRST READING on the 2nd day of September 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS on this the 16th day of September 2025.

_____
Donna Dodgen, Mayor

ATTEST:

_____
Kristin Mueller, City Secretary

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: **Amendments to the UDC to add short-term rentals to the Land Use Matrix and to add a definition for short-term rentals in Chapter 7**
Date: August 22, 2025

Background

The Seguin Planning Department is seeking to amend the Unified Development Code (UDC) to add short-term rentals as a new use classification in the Land Use Matrix. In 2024, following concerns from residents impacted by short-term rentals along riverfront properties in Seguin, an advisory committee was formed to discuss potential regulations for short-term rentals. Staff has drafted regulations for short-term rentals based on the specific recommendations of the advisory committee. The proposed regulations include requirements for off-street parking, occupancy limits, safety standards, and other regulations intended to protect the short-term rental and the surrounding neighborhoods. The ordinance also proposes the requirement for an annual license and an inspection for all short-term rentals that operate within the city limits of Seguin. While the regulations and licensing requirements are proposed for Chapter 22 of the Code of Ordinances, the creation of a short-term rental as a new and separate land use from standard residential uses needs to be defined and added to the UDC. Amendments to the UDC require a recommendation from the Planning & Zoning Commission.

Attached please find a copy of the draft ordinance amending the Unified Development Code to add short-term rentals to the Land Use Matrix, and to add a definition of the term to Chapter 7. The Planning & Zoning Commission held a public hearing on June 10, 2025 to consider these additions to the UDC and has recommended approval of the ordinance amendments.

Action Requested

Staff is requesting approval of the amendments to the UDC as proposed.

Recommendation

The Planning & Zoning Commission has held a public hearing and has recommended approval of the proposed amendments to the UDC.

Attachments

- Final Report of the Planning & Zoning Commission
- Proposed ordinance amending the Unified Development Code

CITY OF SEGUIN **ORDINANCE NO. _____**
STATE OF TEXAS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS AMENDING THE UNIFIED DEVELOPMENT CODE (UDC), SECTION 3.4.3 AND THE DEFINITIONS, ADDING SHORT-TERM RENTALS TO THE LAND USE MATRIX; PROVIDING A SEVERABILITY CLAUSE; AUTHORIZING CITY STAFF TO PREPARE THIS ORDINANCE FOR SUBMISSION AS A SUPPLEMENT TO THE CODE OF ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Seguin City Council adopted the Unified Development Code (UDC) to encourage better planning and development throughout the city and to provide standards for the orderly development of the city with a stable pattern of land uses; and

WHEREAS, the City of Seguin desires to add short-term rentals to the overnight accommodations land uses section of the Land Use Matrix in Section 3.4.3 of the UDC; and

WHEREAS, on June 10, 2025, after conducting a public hearing, the Planning and Zoning Commission voted to recommend to City Council that the amendments to the UDC be adopted as described herein.

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

PART ONE. Section 3.4.3 of the Seguin Unified Development Code is hereby amended to add the following overnight accommodations land use to the Land Use Matrix (underlining indicates added text):

Overnight Accommodations

	A-R	R-R	S-R	R-1 R-2	DP-1	DP-2	ZL	MF 1,2,3	MR	MHP	NC	C	P	LI	I	DHD
Bed and Breakfast	S	S	S	S	-	-	-	-	-	-	P	P	-	-	-	L
Hotel/Motel	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	L
Short-term Rental*	P	P	P	P	P	P	P	P	P	P	P	P	-	-	-	P
RV Park	-	-	-	-	-	-	-	-	-	-	-	S	-	-	-	-

*Refer to Chapter 22 of the Seguin Code of Ordinances for additional regulations and requirements for short-term rentals.

PART TWO. The following definition is added to the definitions section of the Seguin Unified Development Code as follows (underlining indicates added text):

Definitions

Short-term Rental (STR). A dwelling unit used for lodging accommodations to occupants for a period of not more than thirty (30) consecutive days. The definition of short-term rental does not include a bed and breakfast, hotel, or motel as defined in the Unified Development Code.

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

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

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

PART SIX. This ordinance shall be effective on January 1, 2026 and shall be published in a newspaper of general circulation.

PASSED AND APPROVED on the first reading this 2nd day of September 2025.
PASSED AND APPROVED on the second reading this 16th day of September 2025.

_____
Donna Dodgen, Mayor

ATTEST:

_____
Kristin Mueller, City Secretary

SEGUIN
TEXAS

PLANNING & CODES

Planning and Zoning Commission Report
Amendments to the City of Seguin Unified Development Code, Sections 3.4.3 Land Use Matrix and Chapter 7 (Definitions) to add short-term rentals as a new use, and provide a definition

Pamela Centeno, Director of Planning and Codes presented the proposed UDC amendments to add short-term rentals to the land use matrix and to define the new use. She stated that, in 2024, concerned citizens came before City Council regarding short-term rentals along the rivers and lakes. She said that short-term rentals are not new to Seguin and have been in existence for a number of years. Over the years the use of larger homes as short-term rentals has created some issues. She said residents living amongst the short-term rentals presented pictures and videos to the City Council addressing their concerns. The short-term rentals are not currently regulated separately from typical single-family residential uses. Ms. Centeno gave a brief overview of how larger homes used as short-term rentals are impacting the neighborhoods. She explained that in 2024 the Planning Department was directed by City Council to draft regulations for short-term rentals (STRs) within the city limits. Ms. Centeno presented the recommendations of the STR Advisory Committee to create regulations for an annual business permit with specific requirements for short-term rentals.

The regular meeting recessed, and a public hearing was held. There being no responses from the public, the regular meeting was reconvened for action.

After consideration of the staff report and all information given regarding the proposed amendments to Section 3.4.3 and the Definitions, Commissioner Schievelbein moved that the Planning and Zoning Commission recommend approval of the amendments to the UDC for short-term rentals. Commissioner Rizo seconded the motion. The following vote was recorded:

RECOMMENDATION TO APPROVE AMENDMENTS TO SECTION 3.4.3 AND DEFINITIONS OF THE UDC.

MOTION PASSED

7-0-0

Francis Serna, Recording Secretary

ATTEST: Pamela Centeno, Director of Planning & Codes

MEMORANDUM

To: City of Seguin Mayor, Council Members, and City Manager
From: Pamela Centeno, Director of Planning & Codes
Through: Rick Cortes, Deputy City Manager
Subject: **Amendments to the Seguin Code of Ordinances, Chapter 22, Businesses, to add Article XI- Short-term Rentals, and associated licensing and inspection fees**
Date: August 22, 2025

Background

The Seguin Planning Department is seeking to add a new section to Chapter 22 of the Code of Ordinances for short-term rentals. In 2024, following concerns from residents impacted by short-term rentals along riverfront properties in Seguin, an advisory committee was formed to discuss potential regulations for short-term rentals. Staff has drafted regulations for short-term rentals based on the specific recommendations of the advisory committee. The proposed regulations include requirements for off-street parking, occupancy limits, safety standards, and other regulations intended to protect the short-term rental and the surrounding neighborhoods. The ordinance also proposes the requirement for an annual license and an inspection for all short-term rentals that operate within the city limits of Seguin. While the regulations and licensing requirements are proposed for Chapter 22 of the Code of Ordinances, the creation of a short-term rental as a new and separate land use from standard residential uses needs to be defined and added to the UDC. Amendments to the UDC to add short-term rentals as a new use have been proposed in a separate ordinance and are being considered concurrently with the new regulations for short-term rentals in Chapter 22 of the Code of Ordinances.

Action Requested

Staff is requesting action on a proposed ordinance to add Article XI, Short-term Rentals to Chapter 22 of the Code of Ordinances.

Recommendation

The draft ordinance has been prepared based on the specific recommendations of the advisory committee created to propose regulations for short-term rentals. Staff recommends approval of the proposed ordinance.

Attachments

- Proposed ordinance amending the Seguin Code of Ordinances, Ch. 22, to add Article XI, Short-term Rentals

CITY OF SEGUIN **ORDINANCE NO. _____**
STATE OF TEXAS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 22- BUSINESSES, ADDING ARTICLE XI, SHORT-TERM RENTALS; ADOPTING FEES FOR LICENSING AND INSPECTIONS FOR SHORT-TERM RENTALS IN APPENDIX C- FEE SCHEDULE; PROVIDING A SEVERABILITY CLAUSE; AUTHORIZING CITY STAFF TO PREPARE THIS ORDINANCE FOR SUBMISSION AS A SUPPLEMENT TO THE CODE OF ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, an increase in the number of property owners that desire to rent out residences as short-term rentals has led to an increase in the number of vacation rentals in neighborhoods throughout the city; and

WHEREAS, short-term rentals may cause adverse impacts to residential neighborhoods due to an increase in traffic, noise, and density; and

WHEREAS, the Seguin City Council desires to preserve and protect residential neighborhoods by establishing regulations that will allow the rental of residences to visitors on a short-term basis while ensuring that such rental use does not cause adverse impacts to neighboring properties; and

WHEREAS, the City Council established an advisory committee to meet, discuss, and propose regulations for short-term rentals within the City limits; and

WHEREAS, the purpose of the regulations set forth herein is to provide a procedure to allow the rental of residences to visitors on a short-term basis through an annual license; and

WHEREAS, the City Council has determined that the enforcement of such regulations will promote the public health, safety and welfare of its citizens and the general public.

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

PART ONE. Chapter 22- Businesses, of the Seguin Code of Ordinances is hereby amended as follows by adding a new Article XI, Short-term Rentals, to read as follows:

Article XI – SHORT-TERM RENTALS

Section 22-700. Purpose.
The purpose of this article is to safeguard the life, health, safety, and general welfare of the occupants of residential dwelling units, the neighbors of said occupancy, and the general public, through the regulation of short-term rentals in the city limits of the City of Seguin.

Section 22-701. Applicability.
The provisions of this article shall apply to all existing and future short-term rental (STR) units within the city limits of the City of Seguin.

Section 22-702. Definitions.
Whenever used in this article, the following terms shall have the following definitions and meanings:

Accessory Dwelling Unit means a secondary separate dwelling unit on a lot that is no larger than 50% of the square footage of the primary structure and no larger than 800 square feet. The size of a dwelling unit is calculated as the gross floor area of the unit, which is the sum of the floor areas of all levels of the building. The determination of whether one family is living independently of another is based on one or more of the following criteria: separate sanitary facilities, separate kitchen facilities, separate entrances, and separate utilities.

Bedroom means the living area(s) of the dwelling unit that is designed and furnished for sleeping and which has proper egress as required by the International Residential Code.

Hotel Occupancy Tax means the hotel occupancy tax required to be assessed and collected for the operation of any short-term rental and paid pursuant to V.T.C.A. Texas Tax Code Ch. 351.

Local Contact Person means the local responsible party who has authority to make decisions about the STR unit and can be contacted regarding emergencies, immediate concerns, and complaints from the City and/or the public.

Occupant means any person living, sleeping or possessing a building, or portion thereof.

Operator means any person, firm, or corporation who operates a short-term rental

Owner means the individual or entity who owns a property on which a short-term rental is operated.

Short-term Rental (STR) means a dwelling unit used for lodging accommodations to occupants for a period of no more than thirty (30) consecutive days. The definition of short-term rental does not include a bed and breakfast, hotel, or motel.

Section 22-703. License Required.
(a) It shall be unlawful for any person or entity to advertise, rent, or offer to rent, any short-term rental without a valid short-term rental license issued by the City.
(b) A separate short-term rental license is required for each individual short-term rental as defined in this section.

(c) Application. Applicants shall provide, at a minimum, the following information on the application for a short-term rental license as provided on the forms furnished by the city:
    (1) The name, address, email, and telephone number of the owner of the short-term rental.
    (2) The name, address, email, and telephone number of the operator of the short-term rental.
    (3) The name, address, email and 24-hour telephone number of the local contact person.
    (4) The physical address of the short-term rental.
    (5) The number of bedrooms and the proposed maximum occupancy of the short-term rental.
    (6) A detailed description of the short-term rental identifying the number of bedrooms and the proposed occupancy limits.
    (7) A site layout of the property showing the proposed parking spaces designated for the short-term rental.
    (8) A copy of the certificate of liability insurance as required under this article.

(d) Issuance of license.
Upon application to the city, a short-term rental license shall be approved by the Director of Planning & Codes, or designee, if the application satisfies all the conditions of this article and meets all other applicable state and local laws. All applicable fees shall be rendered to the city prior to issuance of the license.

(e) Term, Fees, and Renewal.
    (1) All short-term rental licenses shall be valid for a period of one year from the date of its issuance.
    (2) The annual fees shall be established by the City Council and set forth in Appendix C of the Seguin Code of Ordinances.
    (3) All short-term rental licenses shall be renewed on an annual basis. The applicant shall have up to thirty (30) days, following the expiration date of their current license, to renew the license and pay the renewal fee.

(f) Transferability.
Short-term rental licenses are non-transferable and cannot be assigned to or transferred to another person or entity.

Section 22-704. Rental Operating Requirements.

(a) Zoning.
Short-term rental units shall only be allowed in those zoning districts as identified in Section 3.4.3, the Land Use Matrix, of the Unified Development Code.

(b) Accessory dwelling units.
Short-term rental units shall be allowed in accessory dwelling units, as defined herein, but shall be limited to the rental of one accessory dwelling unit per lot.

(c) Duration of Stay.
    (1) Minimum stay- An owner and/or operator shall not rent or lease a short-term rental for a period of less than one (1) night.

(2) Maximum stay- An owner and/or operator shall not rent or lease a short-term rental for a period of more than thirty (30) consecutive days.

(3) If the short-term rental is temporarily leased for a period of more than thirty (30) consecutive days to the same occupant(s), the owner or operator shall notify the City of the extended lease period to request that the property's short-term rental license be preserved.

(d) Occupancy. The maximum number of people permitted to stay in a short-term rental is limited to two (2) adults per bedroom as defined herein, plus two (2) additional adults. Adults, in this section, shall refer to individuals over the age of 18.

(e) Parking Requirements.

(1) Parking for each STR unit is required and shall be designated at a ratio of one parking space per bedroom as defined herein.

(2) Off-street parking spaces can be located in the driveway, garage, or carport on the property of the STR unit.

(3) On-street parking spaces along a residential street shall only be counted toward the required parking for the STR unit if the spaces are directly adjacent to the property frontage of the STR unit.

(4) Parking in yards or on unimproved surfaces shall not be allowed.

(5) Additional parking spaces shall not be added to the site or property prior to obtaining City approval through a site development permit per the requirements of the UDC.

(6) Parking requirements shall not apply to STR units located within the Downtown Historic District.

(7) It shall be unlawful to park or occupy a motor home, recreational vehicle, boat, or commercial vehicle on the premises of a short-term rental or on a street near a short-term rental.

(f) Trash pickup requirements.

(1) Trash receptacles, bins, containers, or bags shall be placed on or near the street or alley for pickup no earlier than 24 hours before the scheduled pickup day and shall be returned to an area near the STR unit no later than 24 hours after the scheduled pickup day.

(2) Concierge service may be required and enforced at short-term rental locations with repeat violations of this section.

(g) Local contact person required.

(1) The owner of the short-term rental shall designate a local contact person as a responsible party who can be contacted regarding immediate concerns and complaints about the short-term rental from the City or the general public.

(2) The local contact person must be available 24 hours a day when occupants are renting the short-term rental.

(3) The local contact must respond to a valid concern or complaint within one (1) hour and must resolve the issue or be present at the premises of the short-term rental within two (2) hours.

(h) Posting Requirements.

(1) There shall be, posted in a conspicuous place within the short-term rental, a sketch of the floor plan, which identifies sleeping areas, maximum number of guests, designated parking spaces, evacuation route(s), and locations of fire extinguishers.
(2) There shall be, posted in a conspicuous place within the short-term rental, a copy of the City regulations for short-term rentals.
(3) For properties located within or near a designated floodplain, there shall be, posted in a conspicuous place within the short-term rental, detailed information about local flood warnings and sirens as well as evacuation routes from flood-prone areas.

(i) External Signage. There shall be no outdoor on-site or off-site signage or displays advertising and/or indicating that the property is a short-term rental.

(j) Liability Insurance.
It shall be unlawful for the owner of premises operating as a short-term rental to operate without liability insurance that provides coverage of up to $1 million per occurrence. A certificate of insurance must be on file with the City of Seguin. Proof of insurance shall be required at the time of application.

(k) Life Safety.
(1) Smoke alarms shall be installed and operational in each bedroom, in the area immediately outside each bedroom, and on each floor of the STR unit.
(2) There shall be a minimum of one operational carbon monoxide detector on each floor of the STR premises if the STR is equipped with natural gas, propane, and/or an attached garage.
(3) There shall be a minimum of one fire extinguisher available on each floor of the STR unit All fire extinguishers shall be inspected annually in accordance with the International Fire Code and tagged by a third-party inspector.
(4) All gas appliances shall be properly ventilated outside the home.
(5) Each room used as a bedroom must have at least one means of egress opening directly to the outdoors.
(6) Pathways and stairways shall remain unobstructed. Handrails on stairways shall be maintained in accordance with adopted building codes.
(7) All pool and spa facilities must comply with the International Property Maintenance Code as adopted by the City of Seguin.

(l) Other Restrictions.
(1) Events. It shall be unlawful to advertise, promote, or operate a special event (including but not limited to, operations as an event center or operations for a banquet, wedding, reception, reunition, party, concert or similar activity that would assenmble large numbers of invitee) at the site of the short-term rental.
(2) No sleeping or camping outdoors, in tents or otherwise, is allowed.

Section 22-705. Noise.
The occupants of the short-term rental shall comply with the noise ordinance as adopted by the City of Seguin.

Section 22-706. Hotel Occupancy Tax Payments.

The owner or operator of the short-term rental shall pay and remain current on the payment of all hotel occupancy taxes owed to the City under the Texas Tax Code.

Section 22-707. Inspections.

(a) Inspection required. No license or renewal license shall be approved or issued for a short-term rental until the city has inspected the STR premises and found the premises to be compliant with all applicable codes, laws, and regulations, including minimum health and safety requirements for use and occupancy. If the premises fails to pass an inspection, a re-inspection fee may be charged for each subsequent inspection in accordance with the fee schedule as adopted in Appendix C of the Seguin Code of Ordinances.

(b) Right to Inspect Premises with reasonable notice. The City of Seguin reserves the right, with reasonable notice to the owner, to inspect the premises of the short-term rental to determine compliance with the City of Seguin's regulations.

Section 22-708. Violations, Suspensions, and Revocations.

(a) Violations of this article shall be classified as follows:
    (1) Minor violations shall include any violations of the rental operation requirements in Section 22-704 of this article.
    (2) A minor violation may be dismissed by the Director of Planning & Codes if the violation is addressed promptly and effectively.
    (3) A violation of the noise ordinance as confirmed with a police report constitutes a minor violation.
    (4) Three minor violations within a 12-month period shall constitute one major violation.
    (5) Operating a short-term rental in the city limits without a valid license or renewal license as required herein constitutes a major violation. Any advertisement, whether it be online or in print, promoting the availability of a property within the city for rent for a period of less than 30 days shall constitute prima facie evidence of the property's use as a short-term rental.
    (6) Failure to remit applicable hotel occupancy tax payments within 60 days of receiving a delinquency notice of non-payment from the City of Seguin constitutes a major violation.
    (7) Omitting or providing false information on an application for a short-term rental license constitutes a major violation.

(b) Suspensions.
    (1) If a short-term rental accumulates three or more major violations within a 12-month period, the short-term rental license may be suspended by the Director of Planning & Codes for a period of 90 days.
    (2) If a license is suspended at any time during the annual period of the license, the renewal fee due for the short-term rental shall be double the standard renewal fee as adopted in the fee schedule in Appendix C of the Code of Ordinances.

(c) Revocations.

(1) If a short-term rental license is suspended twice in a 12-month period, the Director of Planning & Codes shall refer the license to the City Council for possible revocation.
(2) City Council shall hold a public hearing before taking action on the referral for revocation.
(3) Notices of the public hearing shall be sent to all owners of property located within 200 feet of the property of the short-term rental. Notices shall be mailed not less than 10 days before the hearing is held. Property owner information shall be based on County Appriasal District records.
(4) Following the public hearing, City Council may revoke the permit or suspend the permit for an additional period between 90 and 180 days, based on factors including the frequency and severity of any repeated violations, whether a violation was committed intentionally or knowingly, or any other information that demonstrates the degree to which the owner or occupant has endangered public health, safety, or welfare.
(5) Following the revocation of a license, the property in which the permit(s) was revoked shall not be eligible to apply for or receive a short-term rental permit for a period of 6 months from the date of the revocation.
(6) If the license is revoked, a license shall not be issued for the short-term rental for a period of one year from the date of revocation. An application for a short-term rental license following a revocation shall follow the process for a new application.
(7) If the owner or operator continues to operate a short-term rental after the short-term rental license is revoked, the violator shall be subject to payment of a fine not to exceed $2,000.00 plus court costs. Each act of violation and each day upon which such violation occurs constitutes a separate offense.

Section 22-709. Exemptions.
This article shall not apply to hotels, motels, dormitories, RV parks, and bed & breakfast establishments.

PART TWO. Appendix C- Fee Schedule, Chapter 22- Businesses, Article XI- Short-term Rentals is added to the Seguin Code of Ordinances as follows:

Chapter 22- Businesses
Article XI. Short-term Rentals

(a) Initial License	$ 250.00
(b) Annual Renewal of License	$ 150.00
(c) Re-inspection Fee	$ 50.00

PART THREE. If any word, phrase, clause, sentence, or paragraph of this ordinance or the is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

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

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

PART SIX. This ordinance shall be effective on January 1, 2026 and shall be published in a newspaper of general circulation.

PASSED AND APPROVED on the first reading this 2nd day of September, 2025.
PASSED AND APPROVED on the second reading this 16th day of September, 2025

_____
Donna Dodgen, Mayor

ATTEST:

_____
Kristin Mueller, City Secretary

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 2 FOR PROPERTY LOCATED AT THE 15000 BLOCK OF FM 725 PROPERTY ID 58175 MORE FULLY DESCRIBED IN EXHIBIT A ATTACHED,

(ZC 18-25)

WHEREAS, the property located at the 15000 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 2 (R-2) and

WHEREAS, the City of Seguin has determined that the designation of said property from Single Family Residential 2 (R-2) to Public (P) 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 Public (P) 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 2 (R-2) to Public (P) and
2. The Planning and Zoning Director of the City of Seguin is hereby directed to reflect the herein described changes on the zoning map of the City.

PASSED AND APPROVED on the first reading this 2nd day of September 2025.

PASSED AND APPROVED on the second reading this 16th day of September 2025.

_____
Donna Dodgen, Mayor

ATTEST:

_____
Kristin Mueller, City Secretary

EXHIBIT A



ZC 18-25 15000 FM 725

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.

N

Site

0 220 440 880 Feet

Printed : 8/25/2(

SEGUIN
TEXAS

PLANNING & CODES

Planning and Zoning Commission Report

ZC 18-25

A request for Zoning Change 18-25 from Single Family Residential (R-2) to Public (P) for a property located at located at the 15000 blk of FM 725, Property ID 58157 was considered during a public hearing at the Planning & Zoning Commission meeting on August 12, 2025.

Kyle Warren, planner, presented the staff report. He stated that the applicant wanted to go forward with a zone change to Public zoning in order to come back to the Planning and Zoning Commission for a Specific Use Permit for a proposed water tower.

Mr. Warren stated the property is a 1.09-acre portion 173.105-acre lot surrounded by Single-family Residential, Commercial, and Ag Ranch zoning types and uses.

Mr. Warren stated that the request is consistent with the FLUP of Suburban residential as the proposed water tower is a needed use for single family residences. The zoning follows a logical and orderly pattern with Public acting as a transition zoning type from commercial and Ag Ranch (across FM 725) to Single-Family Residential.

Mr. Warren stated no public comment letters received in favor or against, though one phone call received from the adjacent property to the west was in support of the zoning change.

Commissioner Jones asked if the project considered any right of way dedication for FM 725 once the property was platted. His concern was that the lot was not going to have the required 1-acre space for a water tower by state law.

Mr. Warren stated he was not sure of the dedication requirement of FM 725 at that point in time, but the applicant could answer such a question.

The regular meeting recessed, and a public hearing was held. The applicant, Jose Lozano approached the podium and stated that the .09 acres out of the 1.09 acres being requested for the zone change would be left for right of way dedication once the property was platted.

No other public comment was made.

The regular meeting was reconvened for action, and a vote was made.

After consideration of the staff report and all information given regarding Zoning Change (ZC 18-25), Commissioner Eddie Davila moved that the Planning and Zoning Commission recommended approval of the zoning change from Single Family Residential (R-2) to Public (P) for property located at the 15000

Block of FM 725. Commissioner Joe Pedigo seconded the motion. The following vote was recorded:

RECOMMENDATION TO APPROVE THE ZONING CHANGE TO PUBLIC (P)

MOTION PASSED
7-0

Francis Serna,
Planning Assistant

ATTEST: Kyle Warren,
Planner

SEGUIN TEXAS

PLANNING & CODES

ZC 18-25 Staff Report
15000 Blk of FM 725
Zoning Change from R-2 to P

Applicant:
Republic Land And Development Company Lp
2722 W. Bitters Rd. Ste 106
San Antonio, Tx 78248

Property Owner:
Republic Land And Development Company Lp

Property Address/Location:
15000 Blk of FM 725
Property ID 58175

Legal Description:
ABS: 29 SUR: A MANSOLA 173.105 ACS. AKA PARKHOUSE SUB

Lot Size/Project Area:
1.09 Ac.

Future Land Use Plan:
Suburban Residential

Notifications:
Mailed: July 30, 2025
Newspaper: July 27, 2025

Comments Received:
None to date

Staff Review:
Kyle Warren
Planner

Attachments:
- Location Map
- Existing Zoning Map
- Future Land Use Plan Map

REQUEST:
A Zoning Change request from Single-Family Residential (R-2) to Public (P).

ZONING AND LAND USE:

	Zoning	Land Use
Subject Property	Single Family Residential (R-2)	Vacant
N of Property	Agricultural-Ranch (AR) Commercial (C)	Self-storage, retail commercial, and single-family homes
S of Property	Single Family Residential (R-2)	Vacant
E of Property	Single Family Residential (R-1)	Single-family home
W of Property	Single Family Residential (R-2)	Vacant

SUMMARY OF STAFF ANALYSIS:
The applicant (Republic Land And Development Company Lp) is requesting a zone change for a property located at the 15000 block of FM 725 from Single-Family Residential (R-2) to Public (P) zoning. This request is being made for a future water tower/ utility facility in this location.

CRITERIA FOR ZONING CHANGE:

Consistency with the future land use plan – Consistent. The future land use plan for this location is Suburban Residential. This FLUP iterates "Suburban Residential areas should include typical suburban-style single-family neighborhoods and supporting uses." In this case the zone change to Public is consistent as the use of a water tower would be a supporting function that meets the needs of local and broader communities.

Compatible with existing and permitted uses of surrounding property – Compatible. This is an area of mixed commercial uses as well as some low-density single-family housing to the north and west of the property. Public zoning is typically seen mixed in with the aforementioned uses.

Adverse impact on surrounding properties or natural environment – None identified

Proposed zoning follows a logical and orderly pattern – Public zoning is compatible for this property. The proposed water tower is a utility use that will service the surrounding single-family zoned areas for future development. This type of use can be in public zoning to be able to go forward with an SUP to allow for the use of a water tower.

Other factors that impact public health, safety, or welfare – None identified

PLANNING DEPARTMENT ANALYSIS

SITE DESCRIPTION

The 1.09 acres being zoned is out of a much larger tract of 285.85 of the Parkhouse subdivision that was annexed into the city in December 2001. The tract was subsequently zoned Single-Family Residential (R-2) in 2017

CODE REQUIREMENTS:

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COMPATIBILITY WITH SURROUNDING LAND USE & ZONING:

This is an area of mixed commercial uses (retail and storage) as well as some low-density single-family housing to the north of the property. Public zoning would act as an area of transition between Commercial and Single-Family zoning types.

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

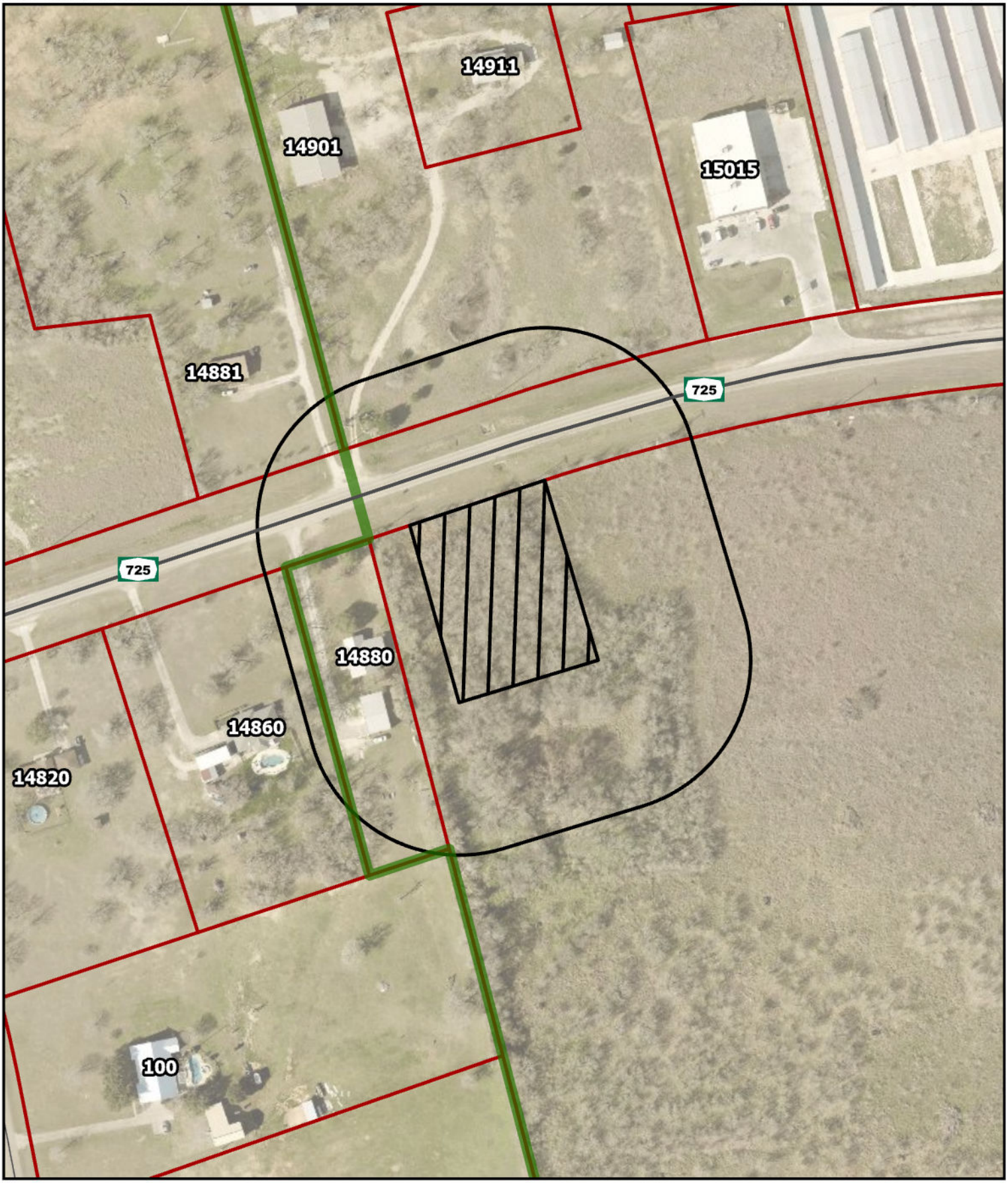
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TRAFFIC (STREET FRONTAGE & ACCESS):

The property is fronted by FM 725, to the north.

LOCATION MAP

ZC 18-25 15000 FM 725



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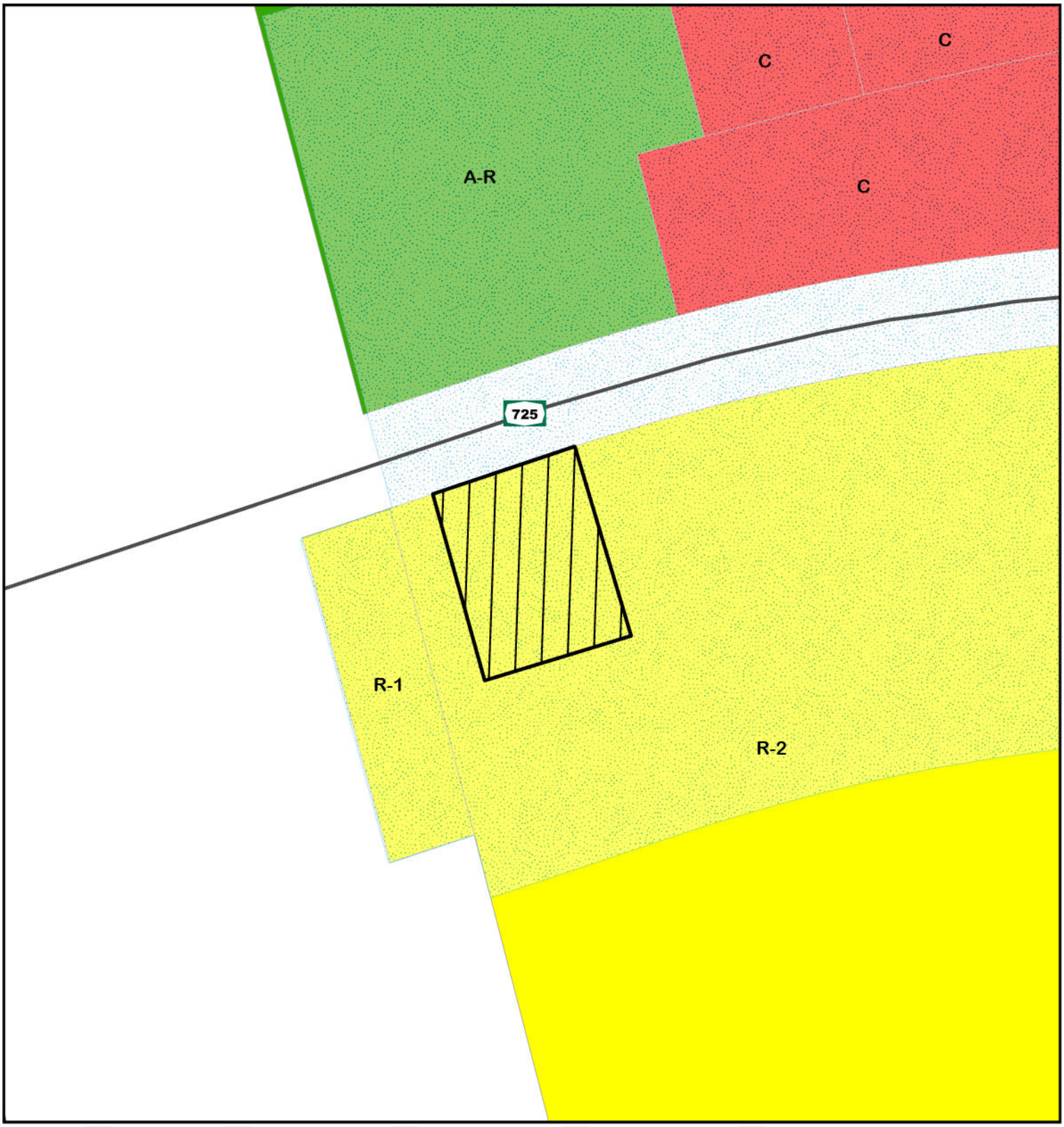
N Site Location

1 inch = 167 feet

Printed: 7/11/2025

ZONING MAP

ZC 18-25 15000 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	Downtown Historical District
Duplex 2	MultiFamily 2	Public	ROW	
Industrial	MultiFamily 3	Planned Unit Development	Suburban Residential	

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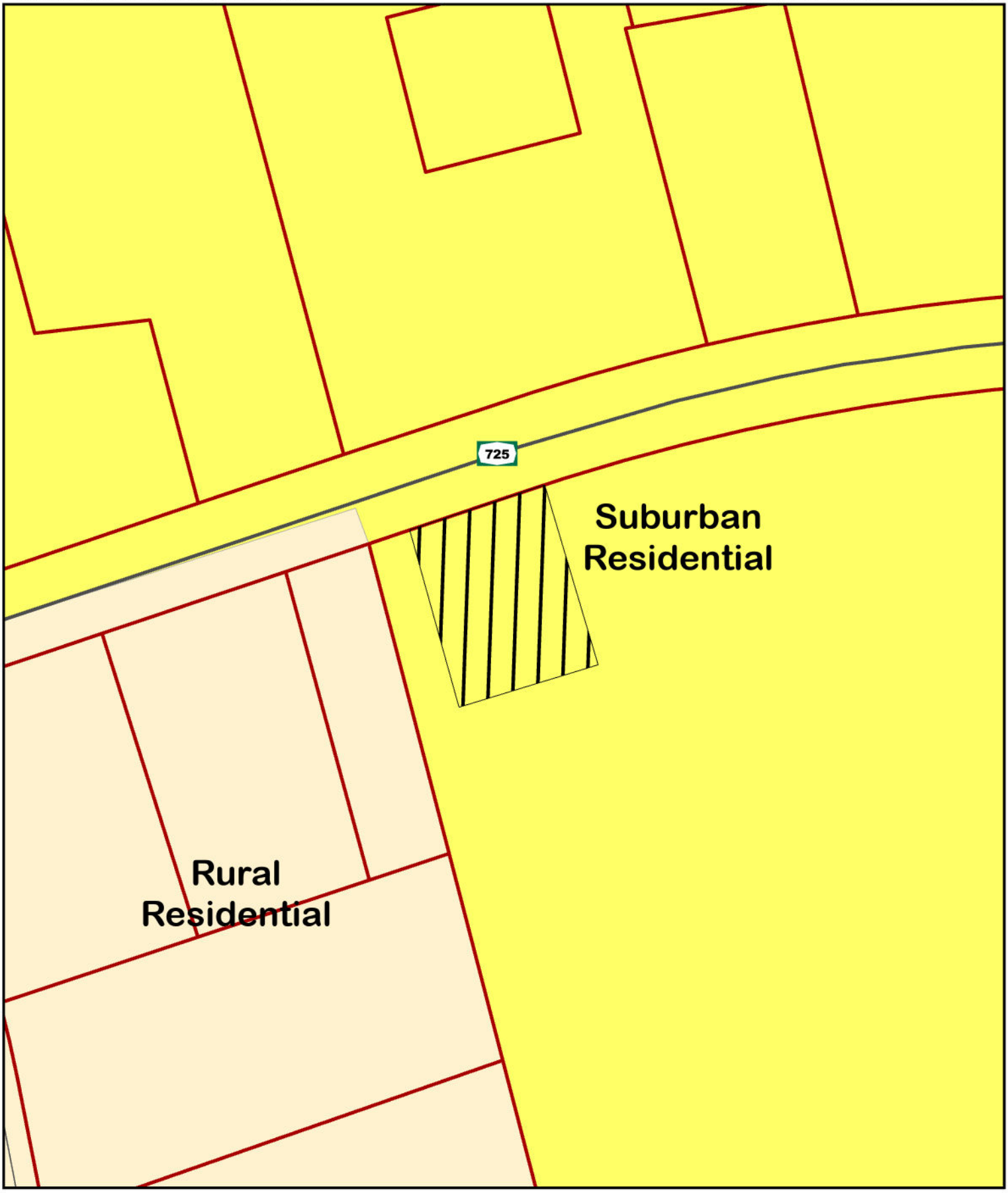
Site Location

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FUTURE LAND USE MAP

ZC 18-25 15000 FM 725



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Site Location

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SEGUIN
TEXAS

PLANNING & CODES

Planning and Zoning Commission Report

ZC 18-25

A request for Zoning Change 18-25 from Single Family Residential (R-2) to Public (P) for a property located at located at the 15000 blk of FM 725, Property ID 58157 was considered during a public hearing at the Planning & Zoning Commission meeting on August 12, 2025.

Kyle Warren, planner, presented the staff report. He stated that the applicant wanted to go forward with a zone change to Public zoning in order to come back to the Planning and Zoning Commission for a Specific Use Permit for a proposed water tower.

Mr. Warren stated the property is a 1.09-acre portion 173.105-acre lot surrounded by Single-family Residential, Commercial, and Ag Ranch zoning types and uses.

Mr. Warren stated that the request is consistent with the FLUP of Suburban residential as the proposed water tower is a needed use for single family residences. The zoning follows a logical and orderly pattern with Public acting as a transition zoning type from commercial and Ag Ranch (across FM 725) to Single-Family Residential.

Mr. Warren stated no public comment letters received in favor or against, though one phone call received from the adjacent property to the west was in support of the zoning change.

Commissioner Jones asked if the project considered any right of way dedication for FM 725 once the property was platted. His concern was that the lot was not going to have the required 1-acre space for a water tower by state law.

Mr. Warren stated he was not sure of the dedication requirement of FM 725 at that point in time, but the applicant could answer such a question.

The regular meeting recessed, and a public hearing was held. The applicant, Jose Lozano approached the podium and stated that the .09 acres out of the 1.09 acres being requested for the zone change would be left for right of way dedication once the property was platted.

No other public comment was made.

The regular meeting was reconvened for action, and a vote was made.

After consideration of the staff report and all information given regarding Zoning Change (ZC 18-25), Commissioner Eddie Davila moved that the Planning and Zoning Commission recommended approval of the zoning change from Single Family Residential (R-2) to Public (P) for property located at the 15000

Block of FM 725. Commissioner Joe Pedigo seconded the motion. The following vote was recorded:

RECOMMENDATION TO APPROVE THE ZONING CHANGE TO PUBLIC (P)

MOTION PASSED
7-0

Francis Serna,
Planning Assistant

ATTEST: Kyle Warren,
Planner

SEGUIN TEXAS

PLANNING & CODES

ZC 18-25 Staff Report
15000 Blk of FM 725
Zoning Change from R-2 to P

Applicant:
Republic Land And Development Company Lp
2722 W. Bitters Rd. Ste 106
San Antonio, Tx 78248

Property Owner:
Republic Land And Development Company Lp

Property Address/Location:
15000 Blk of FM 725
Property ID 58175

Legal Description:
ABS: 29 SUR: A MANSOLA 173.105 ACS. AKA PARKHOUSE SUB

Lot Size/Project Area:
1.09 Ac.

Future Land Use Plan:
Suburban Residential

Notifications:
Mailed: July 30, 2025
Newspaper: July 27, 2025

Comments Received:
None to date

Staff Review:
Kyle Warren
Planner

Attachments:
- Location Map
- Existing Zoning Map
- Future Land Use Plan Map

REQUEST:
A Zoning Change request from Single-Family Residential (R-2) to Public (P).

ZONING AND LAND USE:

	Zoning	Land Use
Subject Property	Single Family Residential (R-2)	Vacant
N of Property	Agricultural-Ranch (AR) Commercial (C)	Self-storage, retail commercial, and single-family homes
S of Property	Single Family Residential (R-2)	Vacant
E of Property	Single Family Residential (R-1)	Single-family home
W of Property	Single Family Residential (R-2)	Vacant

SUMMARY OF STAFF ANALYSIS:
The applicant (Republic Land And Development Company Lp) is requesting a zone change for a property located at the 15000 block of FM 725 from Single-Family Residential (R-2) to Public (P) zoning. This request is being made for a future water tower/ utility facility in this location.

CRITERIA FOR ZONING CHANGE:

Consistency with the future land use plan – Consistent. The future land use plan for this location is Suburban Residential. This FLUP iterates "Suburban Residential areas should include typical suburban-style single-family neighborhoods and supporting uses." In this case the zone change to Public is consistent as the use of a water tower would be a supporting function that meets the needs of local and broader communities.

Compatible with existing and permitted uses of surrounding property – Compatible. This is an area of mixed commercial uses as well as some low-density single-family housing to the north and west of the property. Public zoning is typically seen mixed in with the aforementioned uses.

Adverse impact on surrounding properties or natural environment – None identified

Proposed zoning follows a logical and orderly pattern – Public zoning is compatible for this property. The proposed water tower is a utility use that will service the surrounding single-family zoned areas for future development. This type of use can be in public zoning to be able to go forward with an SUP to allow for the use of a water tower.

Other factors that impact public health, safety, or welfare – None identified

PLANNING DEPARTMENT ANALYSIS

SITE DESCRIPTION

The 1.09 acres being zoned is out of a much larger tract of 285.85 of the Parkhouse subdivision that was annexed into the city in December 2001. The tract was subsequently zoned Single-Family Residential (R-2) in 2017

CODE REQUIREMENTS:

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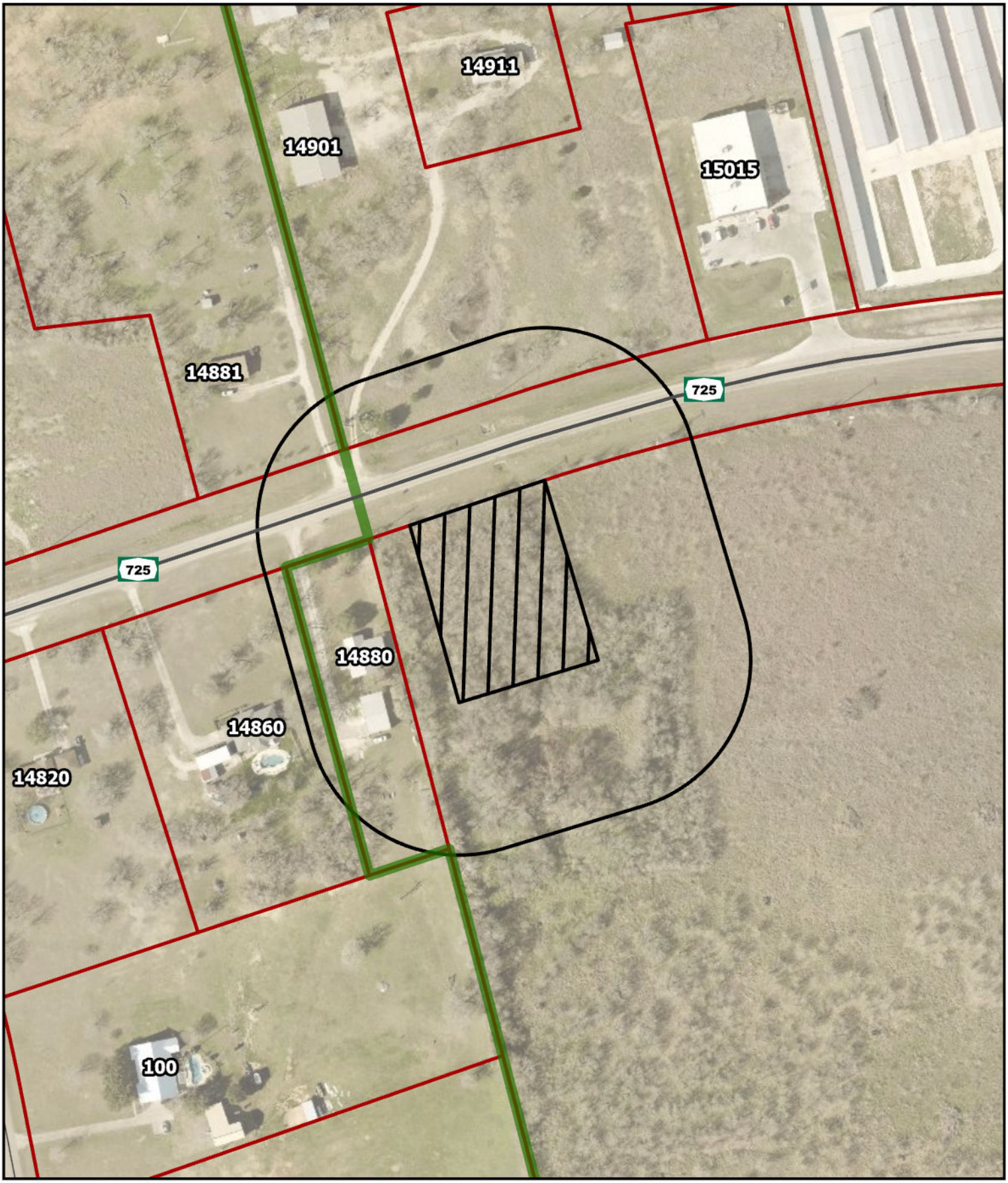
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TRAFFIC (STREET FRONTAGE & ACCESS):

The property is fronted by FM 725, to the north.

LOCATION MAP

ZC 18-25 15000 FM 725



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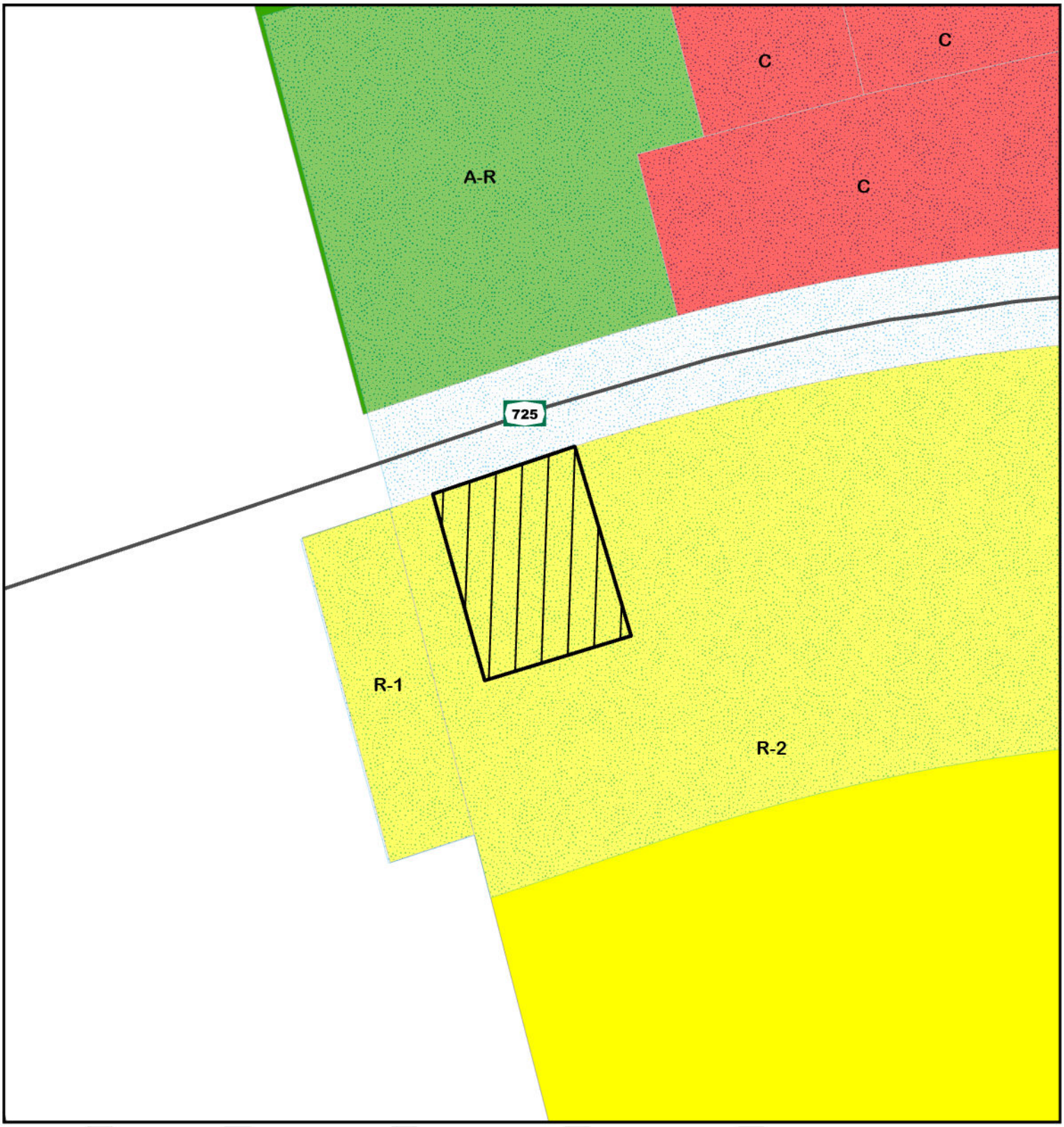
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ZONING MAP

ZC 18-25 15000 FM 725



Agricultural - Ranch
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Duplex 2
Industrial
Light Industrial
Manufactured-Residential
MultiFamily 1
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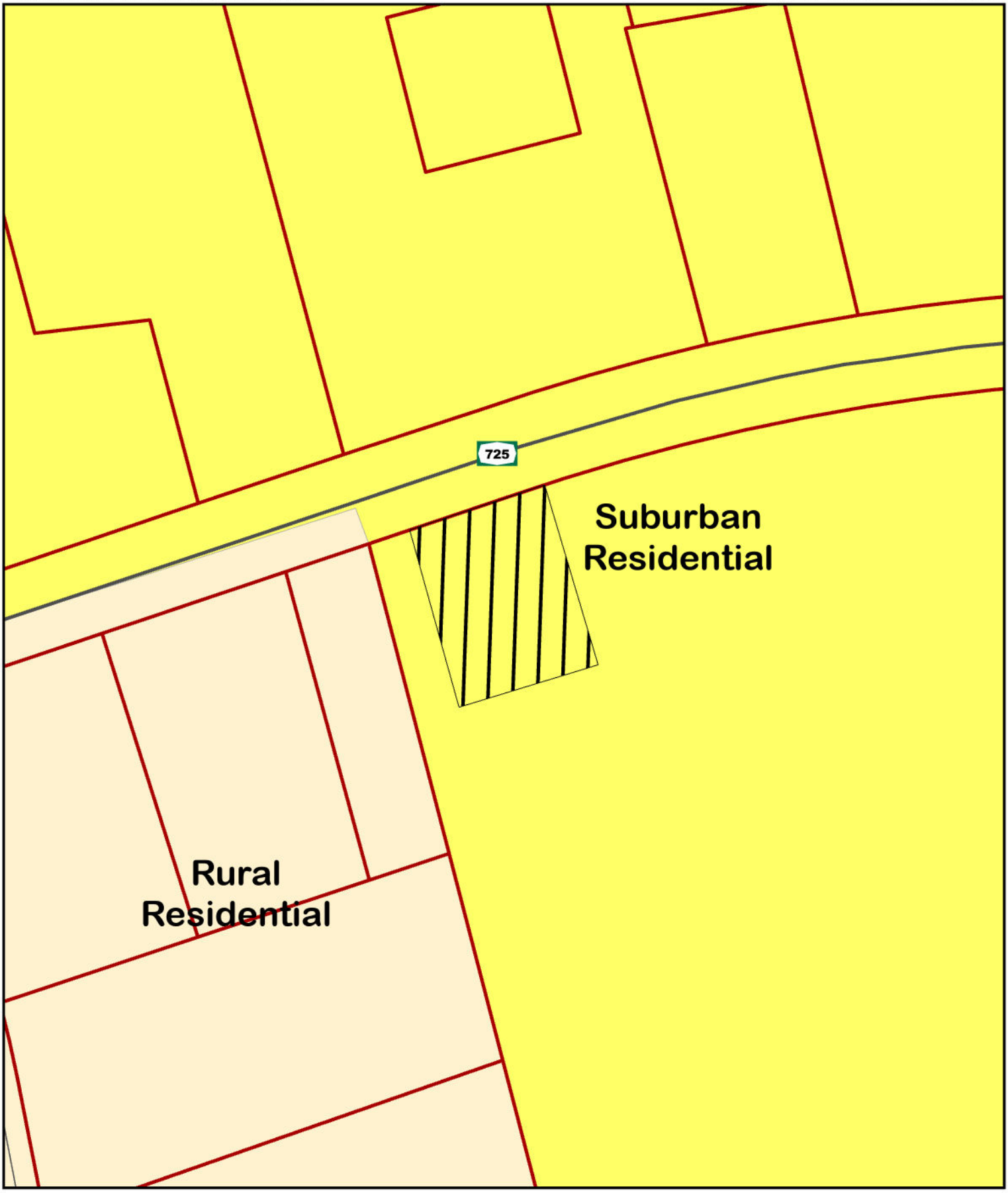
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FUTURE LAND USE MAP

ZC 18-25 15000 FM 725



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SEGUIN
TEXAS

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MOTION PASSED
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SEGUIN TEXAS

PLANNING & CODES

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PLANNING DEPARTMENT ANALYSIS

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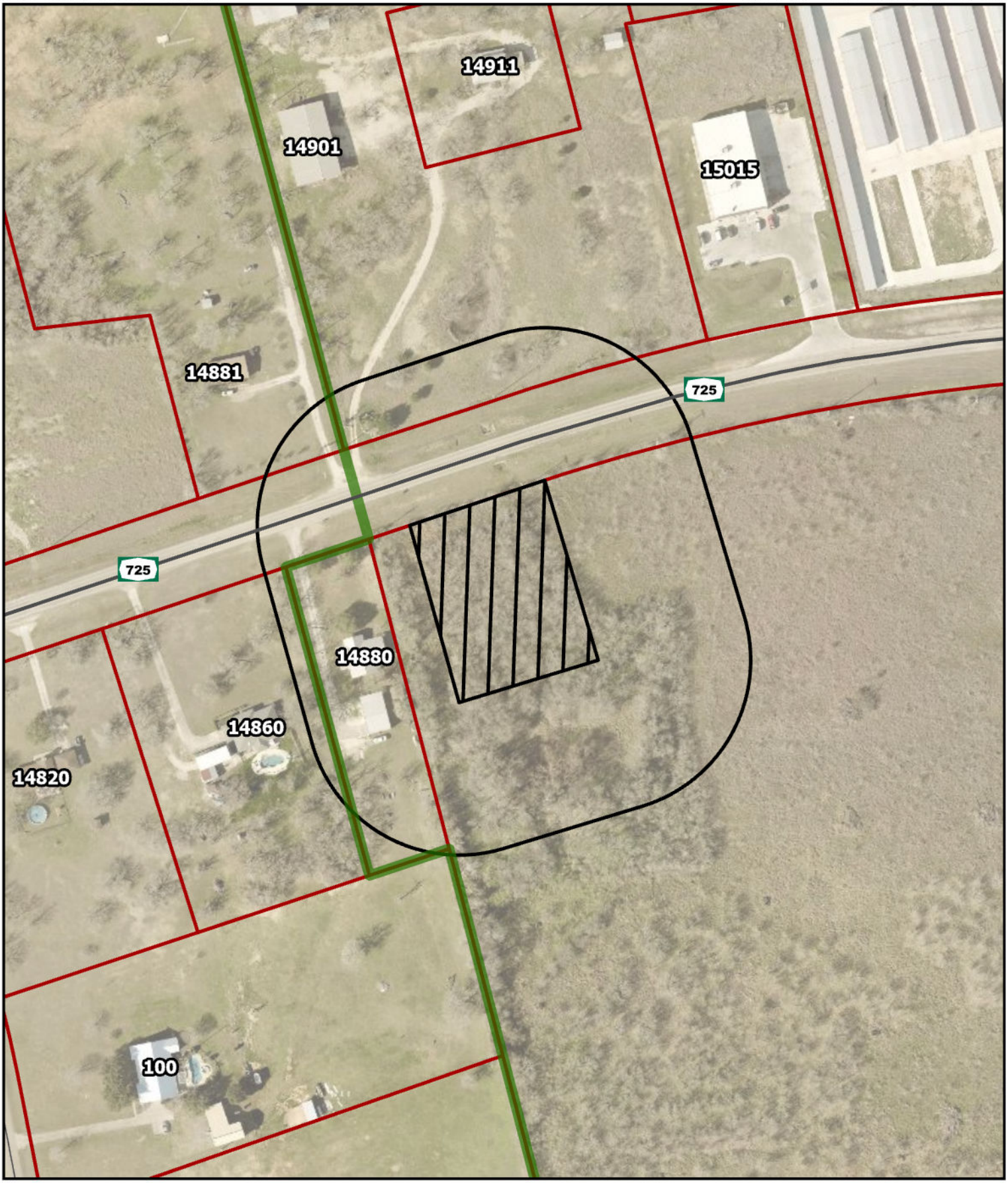
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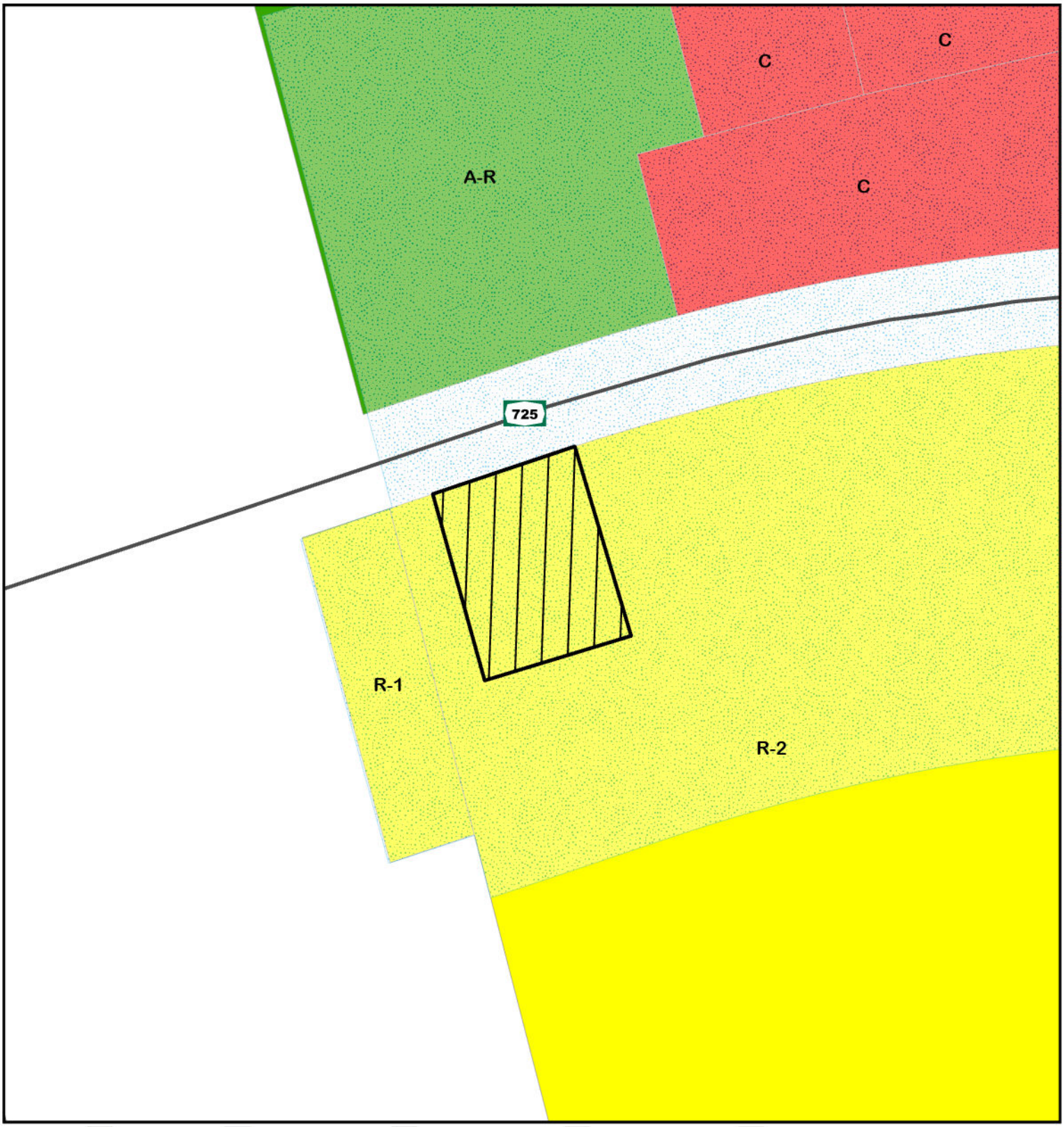
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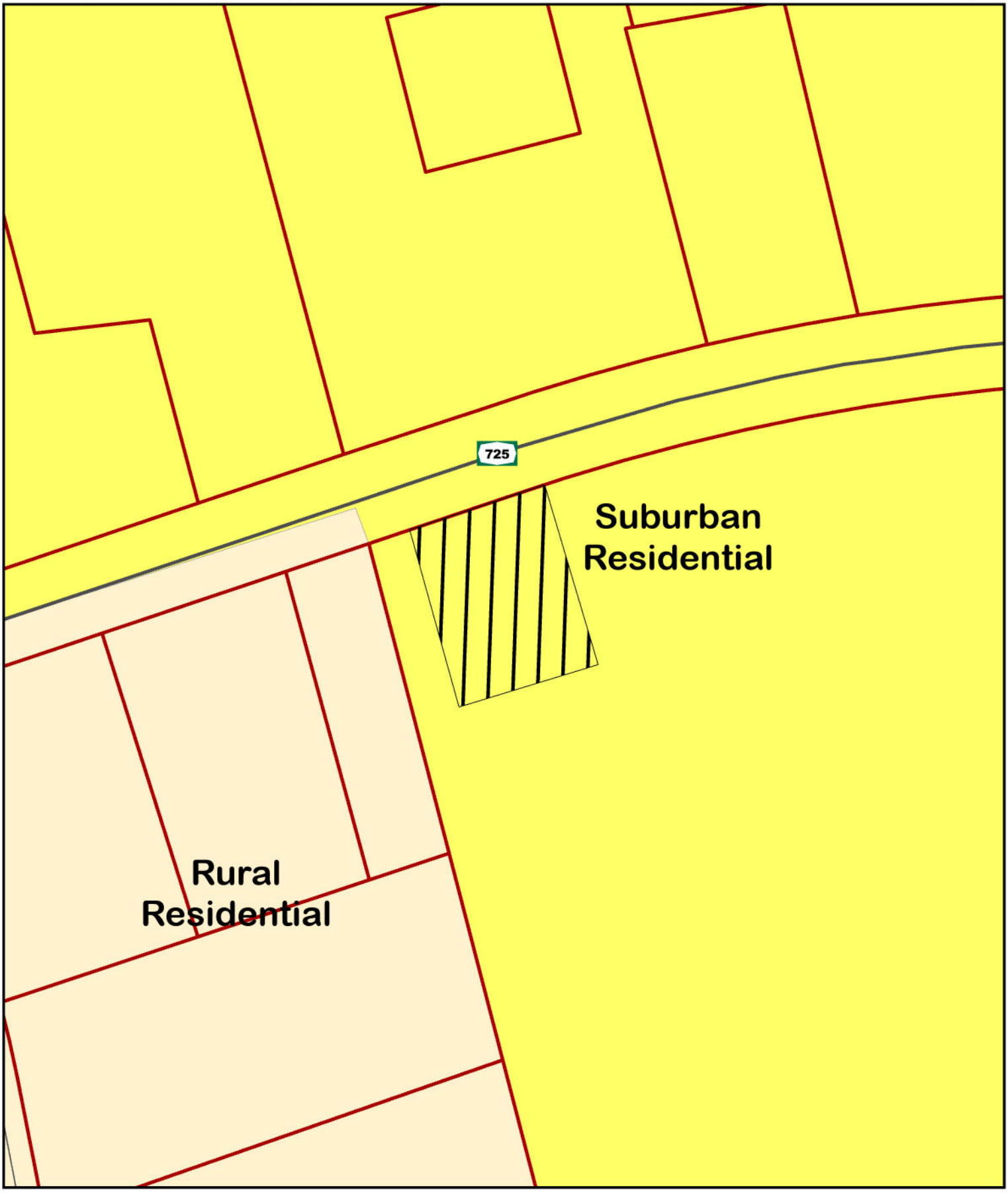
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FUTURE LAND USE MAP

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SEGUIN
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PLANNING & CODES

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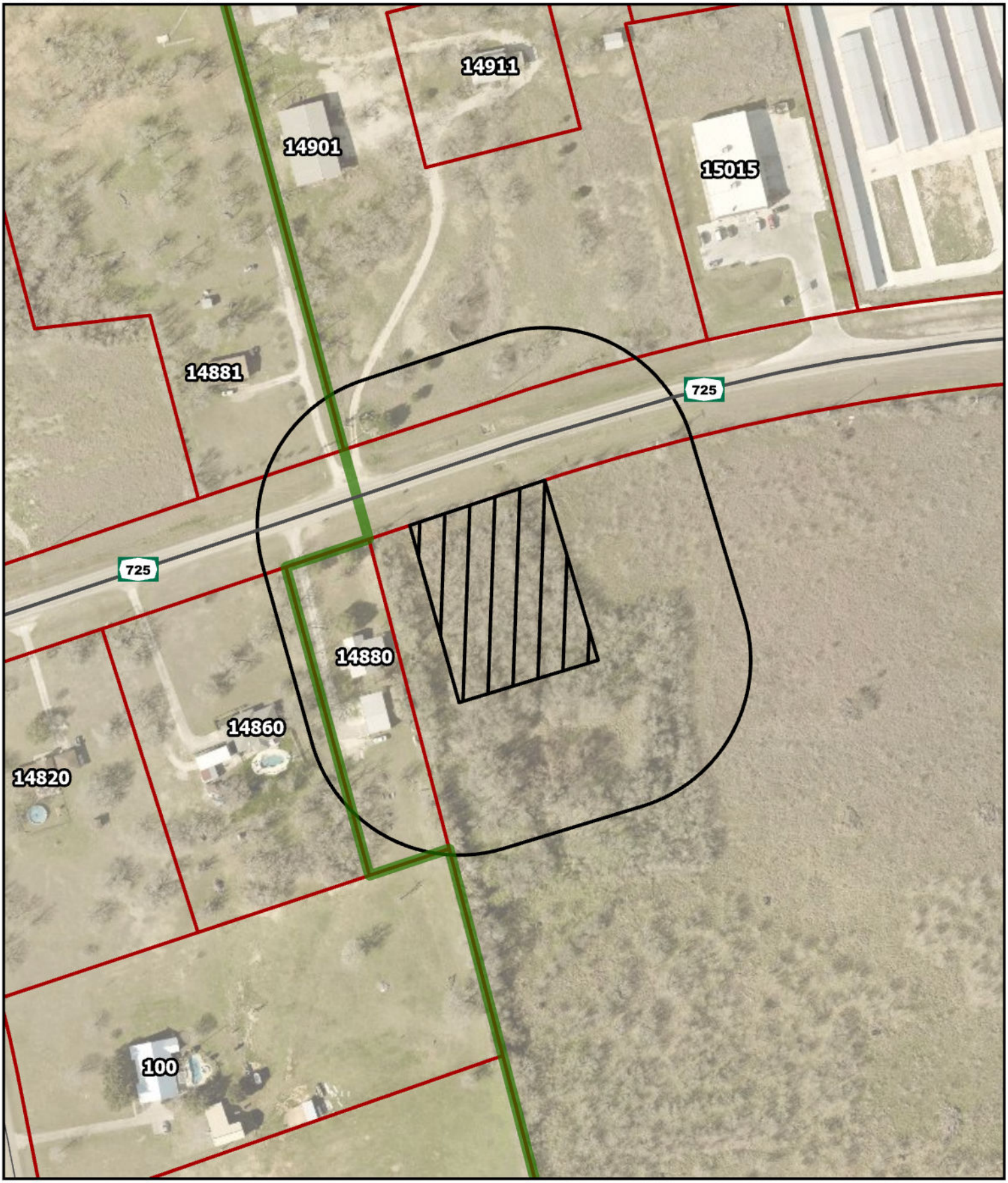
COMPREHENSIVE PLAN (The Future Land Use Plan): The property is in the Suburban Residential FLUP which states: "Suburban Residential areas should include typical suburban-style single-family neighborhoods and supporting uses." In this case the zone change to Public is consistent as the use of a water tower would be a supporting function that meets the needs of local and broader communities.

TRAFFIC (STREET FRONTAGE & ACCESS):

The property is fronted by FM 725, to the north.

LOCATION MAP

ZC 18-25 15000 FM 725



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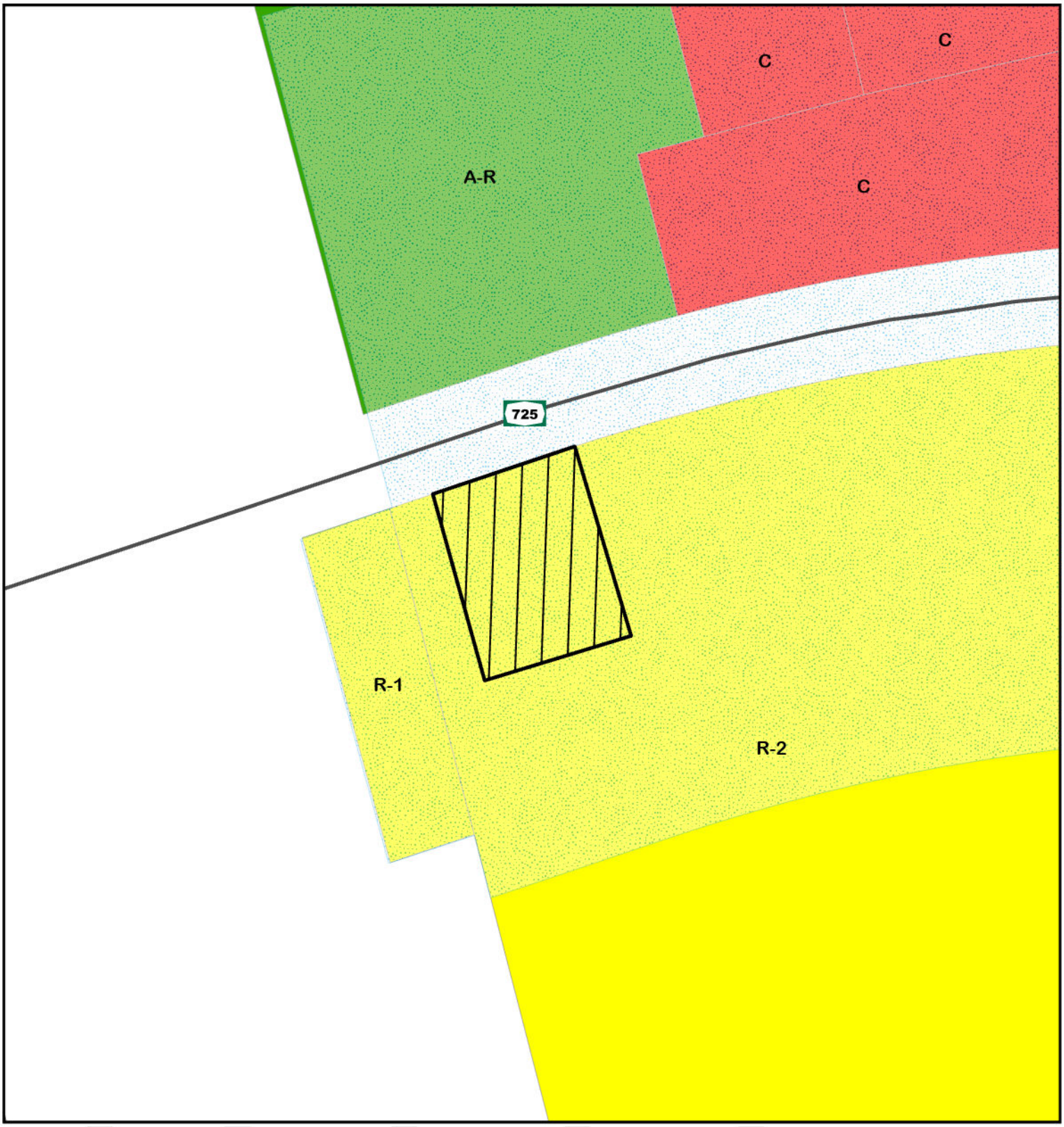
N Site Location

1 inch = 167 feet

Printed: 7/11/2025

ZONING MAP

ZC 18-25 15000 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	Downtown Historical District
Duplex 2	MultiFamily 2	Public	ROW	
Industrial	MultiFamily 3	Planned Unit Development	Suburban Residential	

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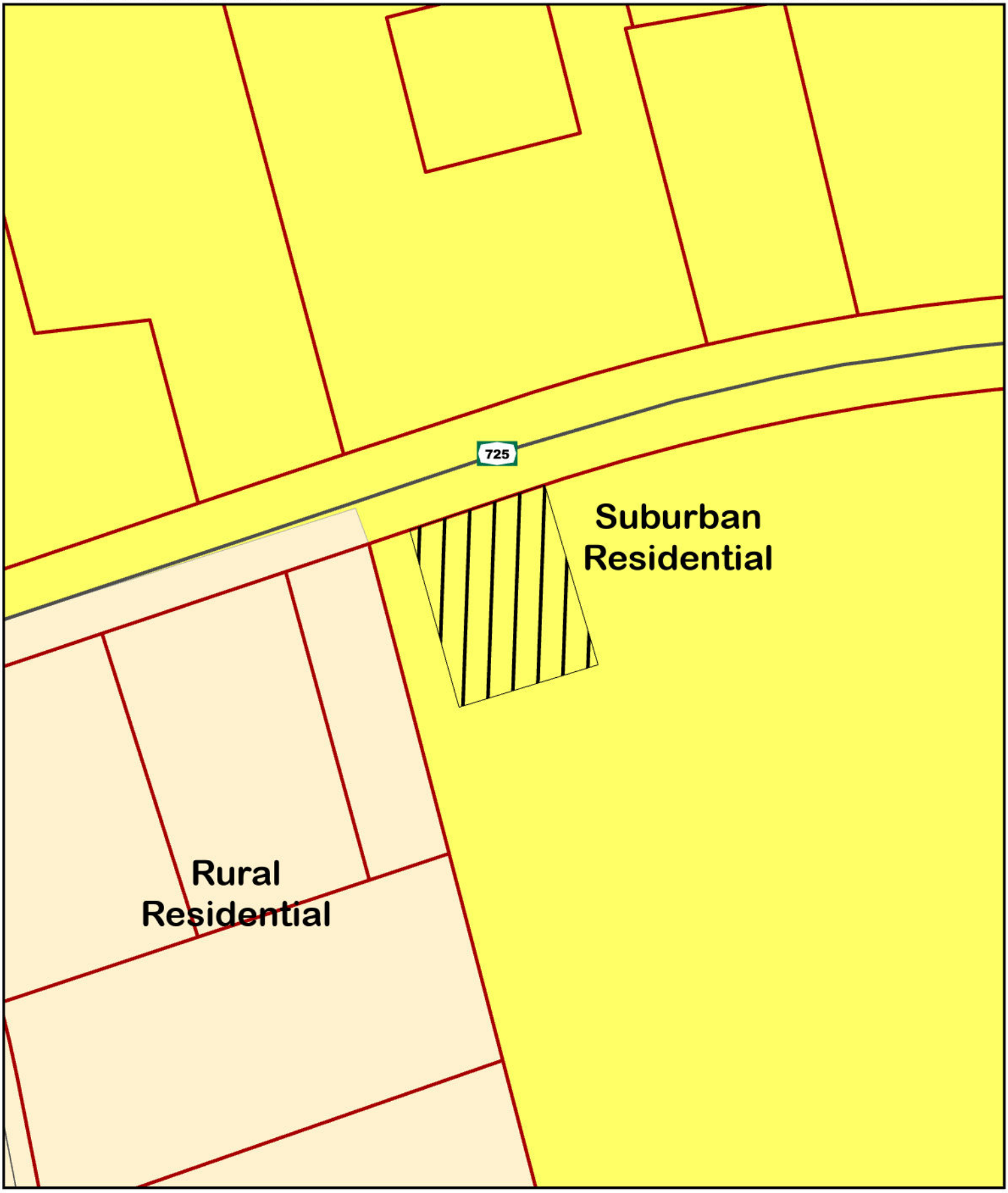
Site Location

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FUTURE LAND USE MAP

ZC 18-25 15000 FM 725



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N

Site Location

Parcel

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Printed: 7/11/2025

SEGUIN
TEXAS

PLANNING & CODES

Planning and Zoning Commission Report

ZC 18-25

A request for Zoning Change 18-25 from Single Family Residential (R-2) to Public (P) for a property located at located at the 15000 blk of FM 725, Property ID 58157 was considered during a public hearing at the Planning & Zoning Commission meeting on August 12, 2025.

Kyle Warren, planner, presented the staff report. He stated that the applicant wanted to go forward with a zone change to Public zoning in order to come back to the Planning and Zoning Commission for a Specific Use Permit for a proposed water tower.

Mr. Warren stated the property is a 1.09-acre portion 173.105-acre lot surrounded by Single-family Residential, Commercial, and Ag Ranch zoning types and uses.

Mr. Warren stated that the request is consistent with the FLUP of Suburban residential as the proposed water tower is a needed use for single family residences. The zoning follows a logical and orderly pattern with Public acting as a transition zoning type from commercial and Ag Ranch (across FM 725) to Single-Family Residential.

Mr. Warren stated no public comment letters received in favor or against, though one phone call received from the adjacent property to the west was in support of the zoning change.

Commissioner Jones asked if the project considered any right of way dedication for FM 725 once the property was platted. His concern was that the lot was not going to have the required 1-acre space for a water tower by state law.

Mr. Warren stated he was not sure of the dedication requirement of FM 725 at that point in time, but the applicant could answer such a question.

The regular meeting recessed, and a public hearing was held. The applicant, Jose Lozano approached the podium and stated that the .09 acres out of the 1.09 acres being requested for the zone change would be left for right of way dedication once the property was platted.

No other public comment was made.

The regular meeting was reconvened for action, and a vote was made.

After consideration of the staff report and all information given regarding Zoning Change (ZC 18-25), Commissioner Eddie Davila moved that the Planning and Zoning Commission recommended approval of the zoning change from Single Family Residential (R-2) to Public (P) for property located at the 15000

Block of FM 725. Commissioner Joe Pedigo seconded the motion. The following vote was recorded:

RECOMMENDATION TO APPROVE THE ZONING CHANGE TO PUBLIC (P)

MOTION PASSED
7-0

Francis Serna,
Planning Assistant

ATTEST: Kyle Warren,
Planner

SEGUIN TEXAS

PLANNING & CODES

ZC 18-25 Staff Report
15000 Blk of FM 725
Zoning Change from R-2 to P

Applicant:
Republic Land And Development Company Lp
2722 W. Bitters Rd. Ste 106
San Antonio, Tx 78248

Property Owner:
Republic Land And Development Company Lp

Property Address/Location:
15000 Blk of FM 725
Property ID 58175

Legal Description:
ABS: 29 SUR: A MANSOLA 173.105 ACS. AKA PARKHOUSE SUB

Lot Size/Project Area:
1.09 Ac.

Future Land Use Plan:
Suburban Residential

Notifications:
Mailed: July 30, 2025
Newspaper: July 27, 2025

Comments Received:
None to date

Staff Review:
Kyle Warren
Planner

Attachments:
- Location Map
- Existing Zoning Map
- Future Land Use Plan Map

REQUEST:
A Zoning Change request from Single-Family Residential (R-2) to Public (P).

ZONING AND LAND USE:

	Zoning	Land Use
Subject Property	Single Family Residential (R-2)	Vacant
N of Property	Agricultural-Ranch (AR) Commercial (C)	Self-storage, retail commercial, and single-family homes
S of Property	Single Family Residential (R-2)	Vacant
E of Property	Single Family Residential (R-1)	Single-family home
W of Property	Single Family Residential (R-2)	Vacant

SUMMARY OF STAFF ANALYSIS:
The applicant (Republic Land And Development Company Lp) is requesting a zone change for a property located at the 15000 block of FM 725 from Single-Family Residential (R-2) to Public (P) zoning. This request is being made for a future water tower/ utility facility in this location.

CRITERIA FOR ZONING CHANGE:

Consistency with the future land use plan – Consistent. The future land use plan for this location is Suburban Residential. This FLUP iterates "Suburban Residential areas should include typical suburban-style single-family neighborhoods and supporting uses." In this case the zone change to Public is consistent as the use of a water tower would be a supporting function that meets the needs of local and broader communities.

Compatible with existing and permitted uses of surrounding property – Compatible. This is an area of mixed commercial uses as well as some low-density single-family housing to the north and west of the property. Public zoning is typically seen mixed in with the aforementioned uses.

Adverse impact on surrounding properties or natural environment – None identified

Proposed zoning follows a logical and orderly pattern – Public zoning is compatible for this property. The proposed water tower is a utility use that will service the surrounding single-family zoned areas for future development. This type of use can be in public zoning to be able to go forward with an SUP to allow for the use of a water tower.

Other factors that impact public health, safety, or welfare – None identified

PLANNING DEPARTMENT ANALYSIS

SITE DESCRIPTION

The 1.09 acres being zoned is out of a much larger tract of 285.85 of the Parkhouse subdivision that was annexed into the city in December 2001. The tract was subsequently zoned Single-Family Residential (R-2) in 2017

CODE REQUIREMENTS:

Per section 3.2.0 of Seguin's UDC Public zoning is defined as "Governmental, civic, public service facilities. This includes schools, churches, governmental offices, and parks." The applicant will need this zone change to go forward with the Specific Use Permit for a Utility Facility, as such a permit is prohibited in R-2 Single-Family Residential zoning.

COMPATIBILITY WITH SURROUNDING LAND USE & ZONING:

This is an area of mixed commercial uses (retail and storage) as well as some low-density single-family housing to the north of the property. Public zoning would act as an area of transition between Commercial and Single-Family zoning types.

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

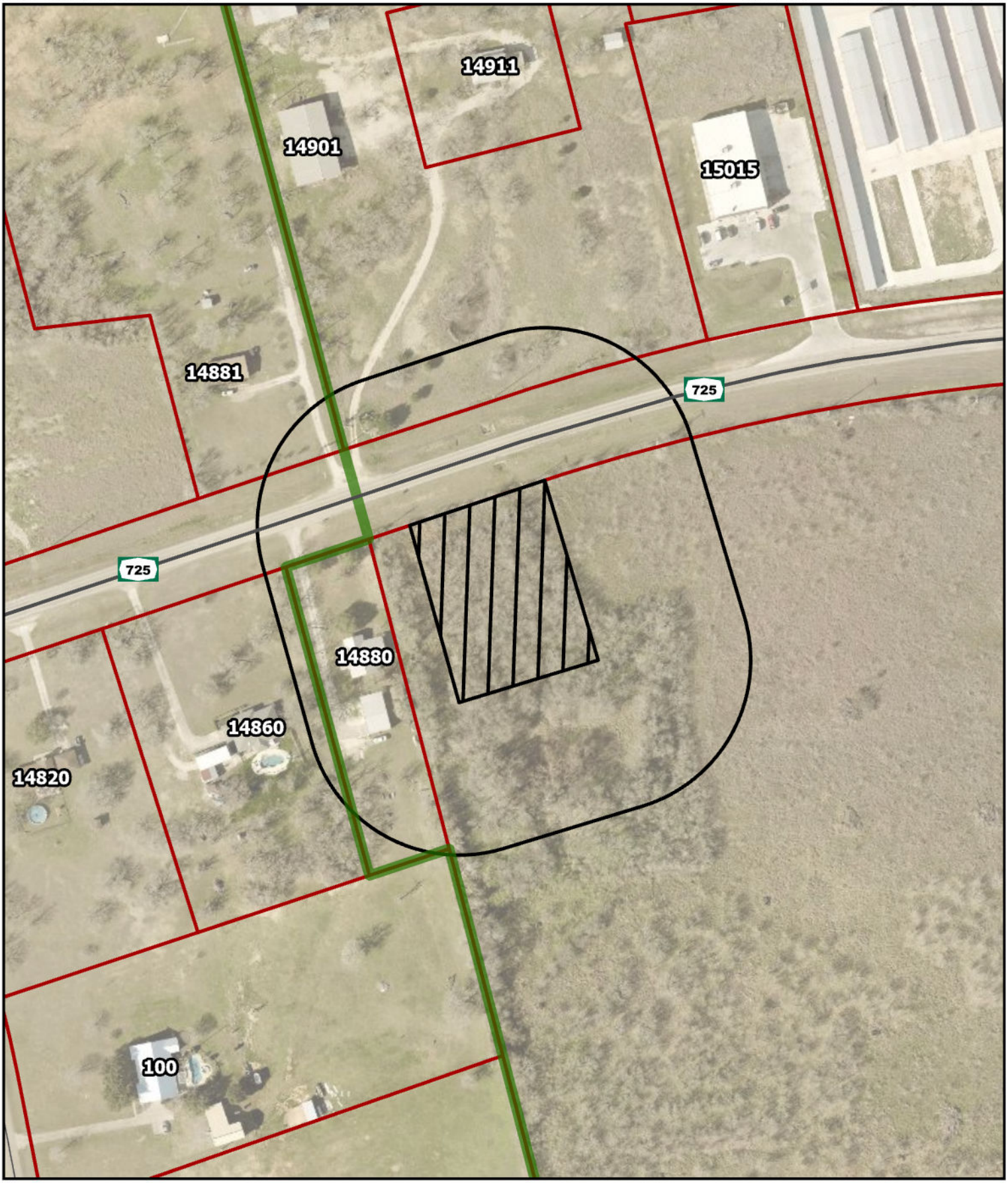
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TRAFFIC (STREET FRONTAGE & ACCESS):

The property is fronted by FM 725, to the north.

LOCATION MAP

ZC 18-25 15000 FM 725



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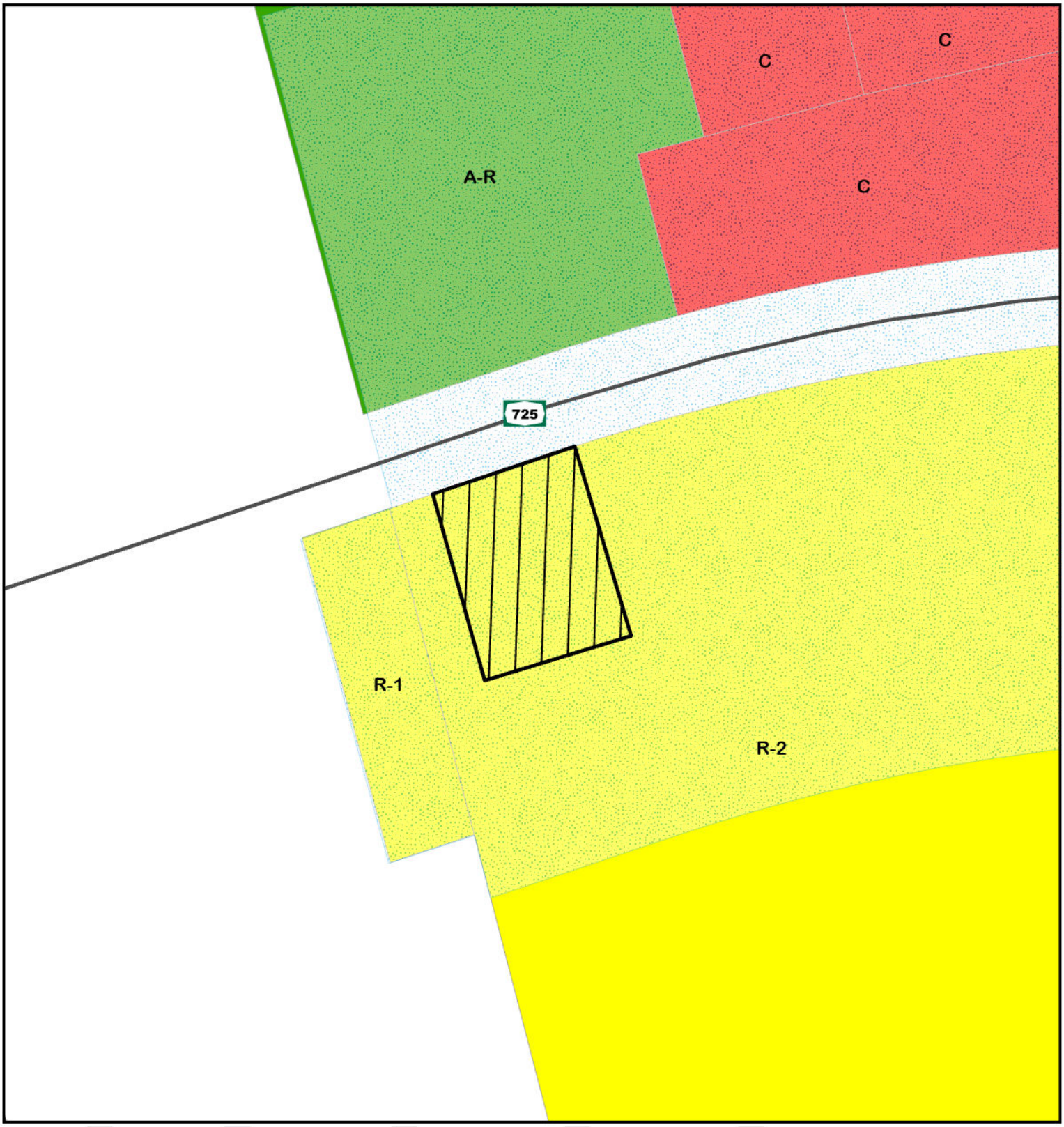
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ZONING MAP

ZC 18-25 15000 FM 725



Agricultural - Ranch	Light Industrial	Manufactured Home Park	Single Family Residential 1	Zero Lot Lines
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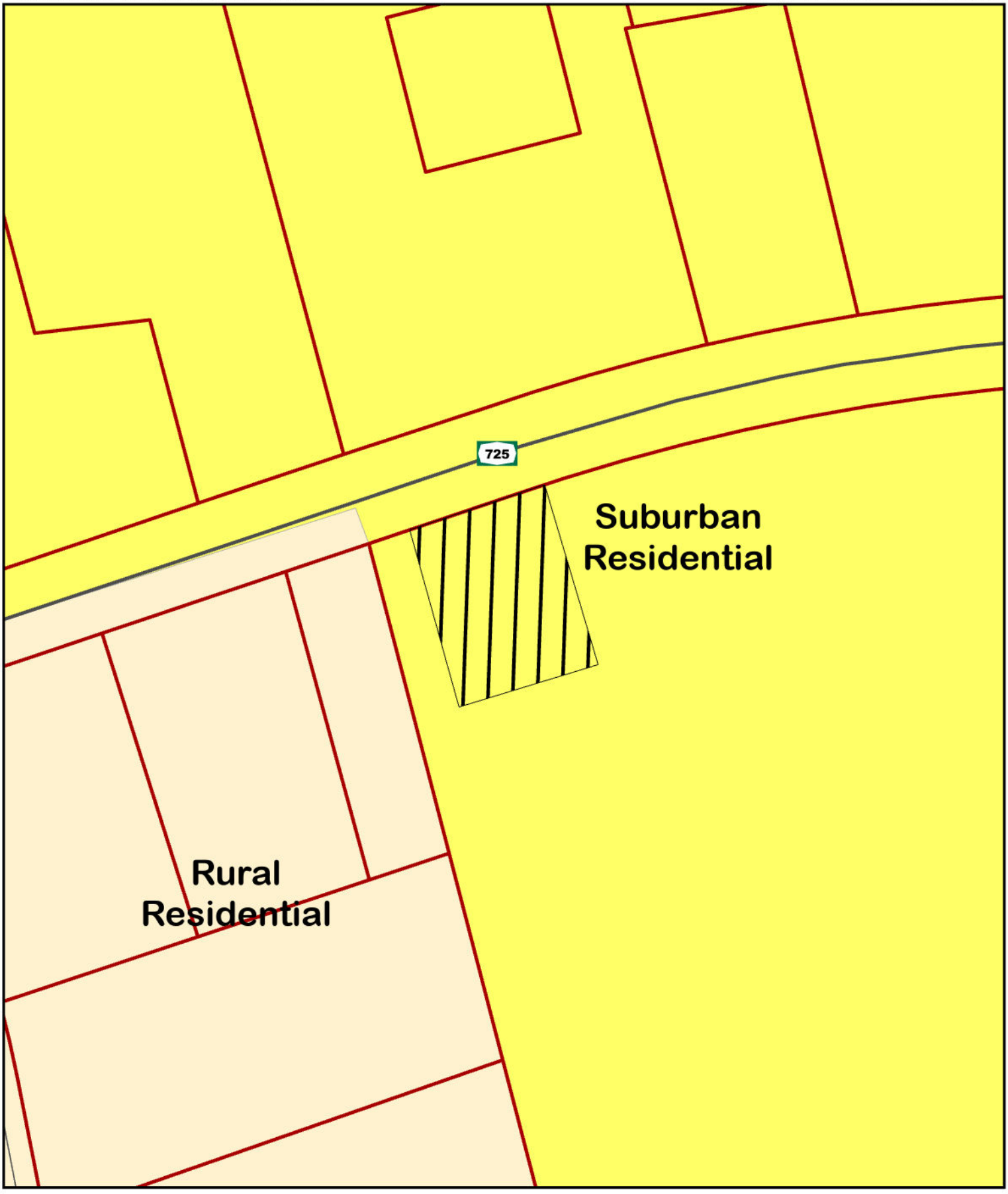
Site Location

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FUTURE LAND USE MAP

ZC 18-25 15000 FM 725



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Site Location

Parcel

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Printed: 7/11/2025

WASTE CONNECTIONS

July 28, 2025

City Secretary, City of Seguin
205 North River Street
Seguin, TX 78155

Mayor Donna Dodgen:

Waste Connections Lone Star, Inc., in conformance with the requirements of our Solid Waste Services Contract, hereby conveys the rate adjustment document that will become effective on October 1, 2025.

The adjustment is based on the year-over-year percentage change in the Consumer Price Index for All Urban Consumers, US City Average, All Items. The pertinent data sources are attached to this letter and summarized below.

Consumer Price Index
June 2025 – 322.561
June 2024 – 314.175
% Change – 2.67%

We truly value the strength and long-standing relationship between the City of Seguin and Waste Connections. If you have any questions or comments regarding this matter, please let me know. We appreciate the opportunity to be your solid waste service provider and look forward to continuing our public-private partnership.

Respectfully,

Leroy Wiley
District Controller
Waste Connections
Seguin, Texas

WASTE CONNECTIONS

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id:	CUUR0000SA0
Not Seasonally Adjusted	
Series Title:	All items in U.S. city average, all urban consumers, not seasonally
Area:	U.S. city average
Item:	All items
Base Period:	1982-84=100
Years:	2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	244.076	246.163
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	254.412	256.903
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	257.557	260.065
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	266.236	275.703
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797	288.347	296.963
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691	307.026	307.789	307.671	307.051	306.746	302.408	306.996
2024	308.417	310.326	312.332	313.548	314.069	314.175	314.540	314.796	315.301	315.664	315.493	315.605	312.145	315.233
2025	317.671	319.082	319.799	320.795	321.465	322.561							320.229	
				June YOY Change		8.39								
				% Change		2.67%								

Residential			
Current Rate		**New Rates after Increase**	
Regular Resi Trash	$ 14.06		$ 14.44
Regular Resi Trash (Additional Cart)	$ 6.98		$ 7.17
Recycle Resi	$ 3.55		$ 3.64

Sludge			
Current Rates			
Con Size	**Haul**	**Dis Per Ton**	**Delivery Charge**
	$651.05	$ -	$ -
New Rates After Increase			
Con Size	**Haul**	**Dis Per Ton**	**Delivery Charge**
	$668.43	$ -	$ -

CITY OF SEGUIN **ORDINANCE NO. 2025-XXX**

STATE OF TEXAS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, AMENDING SEGUIN CODE OF ORDINANCES, APPENDIX C – FEE SCHEDULE, CHAPTER 86, SOLID WASTE, ARTICLE II, GARBAGE AND ARTICLE IV, CURBSIDE RECYCLING; PROVIDING A SEVERABILITY CLAUSE; PUBLICATION; AN EFFECTIVE DATE; AND AUTHORIZING CITY STAFF TO SUBMIT THIS ORDINANCE AS A SUPPLEMENT TO THE SEGUIN CODE OF ORDINANCES

WHEREAS, in accordance with their franchise agreement the City of Seguin has received a request from Waste Connections, Inc. to change the collection rates for solid waste services based on changes in the Consumer Price Index (CPI); and

WHEREAS, Waste Connections Lonestar, Inc. conveyed that a rate adjustment of 2.67% will become effective on October 1, 2025.

WHEREAS, the City Council agrees that the requested change is appropriate, making it necessary to amend Appendix C – Fee Schedule for these services at the revised rates listed below.

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, Article II, Garbage is amended as follows (underlining indicates added text, ~~strikethrough~~ indicates deleted text):

Article II - Garbage

(a) Monthly charge for residential garbage and trash collection plus a 13% administrative fee shall be added to the monthly charge

(1)	One time per week	~~$14.06~~	$14.44
(2)	Additional Cart Fee	~~$ 6.98~~	$ 7.17

SECTION TWO. The Seguin Code of Ordinances, Appendix C – Fee Schedule, Chapter 86, Solid Waste, Article IV, Curbside Recycling is amended as follows (underlining indicates added text, ~~strikethrough~~ indicates deleted text):

(a) Monthly charge for residential customers one time per week……..~~$3.55~~ $3.64

SECTION THREE. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portions of the Ordinance, which shall continue to have full force and effect.

SECTION FOUR. City Staff is hereby authorized to publish this Ordinance in a newspaper of general circulation and submit this Ordinance as a supplement to the Seguin Code of Ordinances.

SECTION FIVE. The changes in rates have an effective date of October 1, 2025.

Passed and approved on the first reading on the 2nd day of September 2025

Passed and adopted on the second reading on the 16th day of September 2025.

_____
DONNA DODGEN, MAYOR

Attest:

_____
Kristin Mueller, City Secretary

RESOLUTION NO. _____

RESOLUTION SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE WITHIN THE CORPORATE LIMITS OF THE CITY OF SEGUIN, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF SEGUIN, TEXAS REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY TO PREPARE A TAX INCREMENT REINVESTMENT ZONE PRELIMINARY PROJECT AND FINANCING PLAN.

WHEREAS, the City of Seguin, Texas (the "City"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "Act"), to create a tax increment reinvestment zone within its corporate limits and within its extraterritorial jurisdiction; and

WHEREAS, the City Council of the City (the "City Council") wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone in the City (the "Zone") with the boundaries being described in the metes and bounds and depictions attached as **Exhibit A** hereto; and

WHEREAS, a certain approximately 410.87 acre tract of the land included in **Exhibit A** is currently within the corporate limits of the City; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on *Tuesday, September 16, 2025* on the creation of the Zone.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. That a public hearing is hereby called for *Tuesday, September 16, 2025 at* 5:30 p.m. in the Seguin City Hall, 210 E. Gonzales Street, Seguin, Texas 78155, for the purpose of hearing any interested person speak for or against the inclusion of property in the proposed Zone, the creation of the Zone, its boundaries, or the concept of tax increment financing with respect to the creation of the Zone.

Section 2. At such time and place the City Council will hear testimony regarding the creation of the Zone and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the City Council may consider the adoption of an ordinance authorizing the creation of the Zone.

Section 3. Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

Section 4. The City Secretary is hereby authorized and directed, on or before *September 9, 2025*, in accordance with the Act, to cause said notice to be published in substantially the form attached hereto in a newspaper of general circulation in the City.

Section 5. Before the *September 16, 2025,* hearing concerning the Zone, the City shall prepare a tax increment reinvestment zone preliminary project and financing plan.

Section 6. This resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

[*Execution page follows*]

PASSED AND APPROVED ON THIS 2nd DAY OF SEPTEMBER, 2025.

ATTEST:

_____
Donna Dodgen, Mayor

_____
Kristin Mueller, City Secretary

(CITY SEAL)

EXHIBIT A

Metes and Bounds, Depictions for the Zone

see attached

MATKINHOOVER
ENGINEERING
& SURVEYING

FIELD NOTES FOR A 410.87 ACRE TRACT OF LAND

A **410.87 acre** tract of land, located in the Antonio Maria Esnaurizar Survey, Abstract 20, and the Humphreys Branch Survey Abstract No. 1876, Guadalupe County, Texas, being a portion of a called 300.3 acre tract of land as described in Volume 15, Page 23 of the Deed Records of Guadalupe County, Texas, and a portion of a called 115 acre tract of land as described in Volume 19, Page 462 of the Deed Records of Guadalupe County, Texas. Said **410.87 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod with orange cap in the east right-of-way line of C.R 105, a.k.a. Huber Road, the east line of a called 1.18 acre tract of land as described in Volume 253, Page 72 of the Deed Records of Guadalupe County, Texas, for the southwest corner of a called 12.504 acre tract of land as described in Document No. 2017005570 of the Official Public Records of Guadalupe County, Texas, and the northwest corner of the tract described herein, from which a found ½" iron rod in the east right-of-way line of Huber Road, at the northwest corner of said 12.504 acre tract and for the northeast corner of said 1.18 acre tract bears, N 00° 34' 29" W, a distance of 467.60 feet;

THENCE: **S 88° 32' 55" E**, departing said right-of-way line, with the south line of said 12.504 acre tract, a distance of **1145.31 feet** to a found 1-1/2" iron pipe for the southwest corner of a called 62.062 acre tract of land, the southeast corner of said 12.504 acre tract, an interior corner in the north line of said 115 acre tract and for an angle of the tract described herein;

THENCE: With the north line of said 115 acre tract and the south lines of said 62.062 acre tract, a called 31.011 acre tract of land as described in Volume 3155, Page 382 of the Official Public Records of Guadalupe County, Texas, a called 100.193 acre tract of land as described in Document No. 2017027385 of the Official Public Records of Guadalupe County, Texas, a called 31.136 acre tract of land as described in Document No. 202199015824 of the Official Public Records of Guadalupe County, Texas, a called 50.315 acre tract of land as described in Document No. 201899008151 of the Official Public Records of Guadalupe County, Texas, and a called 50.232 acre tract of land as described in Document No. 201899008150 of the Official Public Records of Guadalupe County, Texas, the following six (**6**) courses:

1. **S 88° 35' 50" E**, a distance of **319.34 feet** to a found ½" iron rod with orange cap for an angle,
2. **S 88° 34' 44" E**, a distance of **318.32 feet** to a found ½" iron rod for an angle,
3. **S 88° 27' 59" E**, a distance of **506.59 feet** to a found ½" iron rod for an angle,
4. **S 88° 05' 44" E**, a distance of **514.11 feet** to a found ½" iron rod for an angle,
5. **S 88° 32' 12" E**, a distance of **515.89 feet** to a found 1" pipe for an angle, and
6. **S 89° 01' 41" E**, a distance of **512.41 feet** to a found 1" pipe in the west line of a called 106.19 acre tract of land as described in Document No. 202199029468 of the Official Public Records of Guadalupe County, Texas, the southeast corner of said 50.232 acre tract, the north east corner of said 115 acre and the tract described herein;

THENCE: **S 00° 25' 47" E**, with the west line of said 106.19 acre tract, the east line of said 115 acre tract and said 300.0 acre tract, for a distance of **3296.92 feet** to a found 3" iron pipe fence post for the northwest corner of a called 134.03 acre tract of land as described in Document No. 2017013004 of the Official Public Records of Guadalupe County, Texas, at the southwest corner of said 106.19 acre tract and an angle of the tract described herein;

THENCE: **S 01° 20' 01" E**, with the west line of said 134.03 acre tract, continuing with the east line of said 300.3 acre tract, a distance of **2084.56 feet** to a found 1-1/2" iron pipe in the north line of a called 39.90 acre tract of land as described in Volume 609, Page 228 of the Deed Records of Guadalupe County, Texas, for the southwest corner of said 134.03 acre tract, the southeast corner of said 300.3 acre tract and the tract described herein;

THENCE: **S 89° 13' 20" W**, with the north line of said 39.90 acre tract and the south line of said 300.3 acre tract, a distance of **2516.63 feet** to a found ½" iron rod with orange cap in the east eight-of-way line of Huber Road, at the southeast corner of a called 0.5 of one acre tract as described in Volume 253, Page 72 of the Deed Records of Guadalupe County, Texas, at the northwest corner of said 39.90 acre tract and the southwest corner of the tract described herein;

THENCE: **N 01° 13’ 47” W**, with the east right-of-way line of Huber Road and the east line of said 0.5 of one acre, a distance of **2190.87 feet** to a found ½” iron rod at the northeast corner of said 0.5 of one acre, the southeast corner of a called 2.523 acre tract of land as conveyed to the City of Seguin of record in Instrument No. 202199032863 of the Official Public Records of Guadalupe County, Texas and for an angle of the tract described herein,

THENCE: With the easterly and northerly lines of said 2.523 acre tract, the following eight (**8**) courses:

1. **N 00° 40’ 09” W**, distance of **90.36 feet** to a set ½” iron rod with a red plastic cap stamped “Matkin Hoover Eng. & Surveying” for an interior corner of the tract described herein,
2. **S 88° 35’ 23” W**, a distance of **717.29 feet** to a set ½” iron rod with a red plastic cap stamped “Matkin Hoover Eng. & Surveying” for a point of curvature,
3. With a curve to the right having a radius of **9940.00 feet**, an arc length of **145.84 feet**, a delta angle of **000° 50’ 26”** and a chord bears, **S 89° 00’ 35” W**, a distance of **145.84 feet** to a set ½” iron rod with a red plastic cap stamped “Matkin Hoover Eng. & Surveying” for a point of tangency,
4. **S 89° 25’ 49” W**, a distance of **155.02 feet** to a set ½” iron rod with a red plastic cap stamped “Matkin Hoover Eng. & Surveying” for corner,
5. **N 00° 34’ 11” W**, a distance of **31.45 feet** to a set ½” iron rod with a red plastic cap stamped “Matkin Hoover Eng. & Surveying” for corner,
6. **S 89° 25’ 49” W**, a distance of **123.67 feet** to a set ½” iron rod with a red plastic cap stamped “Matkin Hoover Eng. & Surveying” for corner,
7. **S 00° 34’ 10” E**, a distance of **41.45 feet** to a set ½” iron rod with a red plastic cap stamped “Matkin Hoover Eng. & Surveying” for corner, and
8. **S 89° 25’ 49” W**, a distance of **179.25 feet** to a set ½” iron rod with a red plastic cap stamped “Matkin Hoover Eng. & Surveying” in the east right-of-way line of Huber Road, the east line of said 1.18 acre tract, for the northwest corner of said 2.523 acre tract and for the most westerly southwest corner of the tract described herein;

THENCE: With the easterly right-of-way line of Huber Road and the east line of said 1.18 acre tract, the following three (**3**) courses:

1. **N 00° 08’ 55” W**, a distance of **1502.40 feet** to a set ½” iron rod with a red plastic cap stamped “Matkin Hoover Eng. & Surveying” for angle,
2. **N 00° 26’ 16” W**, a distance of **1023.68 feet** to a set ½” iron rod with a red plastic cap stamped “Matkin Hoover Eng. & Surveying” for angle, and
3. **N 00° 32’ 43”** W, a distance of **740.20 feet** to the **POINT OF BEGINNING** and containing **410.87 acres** of land situated in Guadalupe County, Texas.

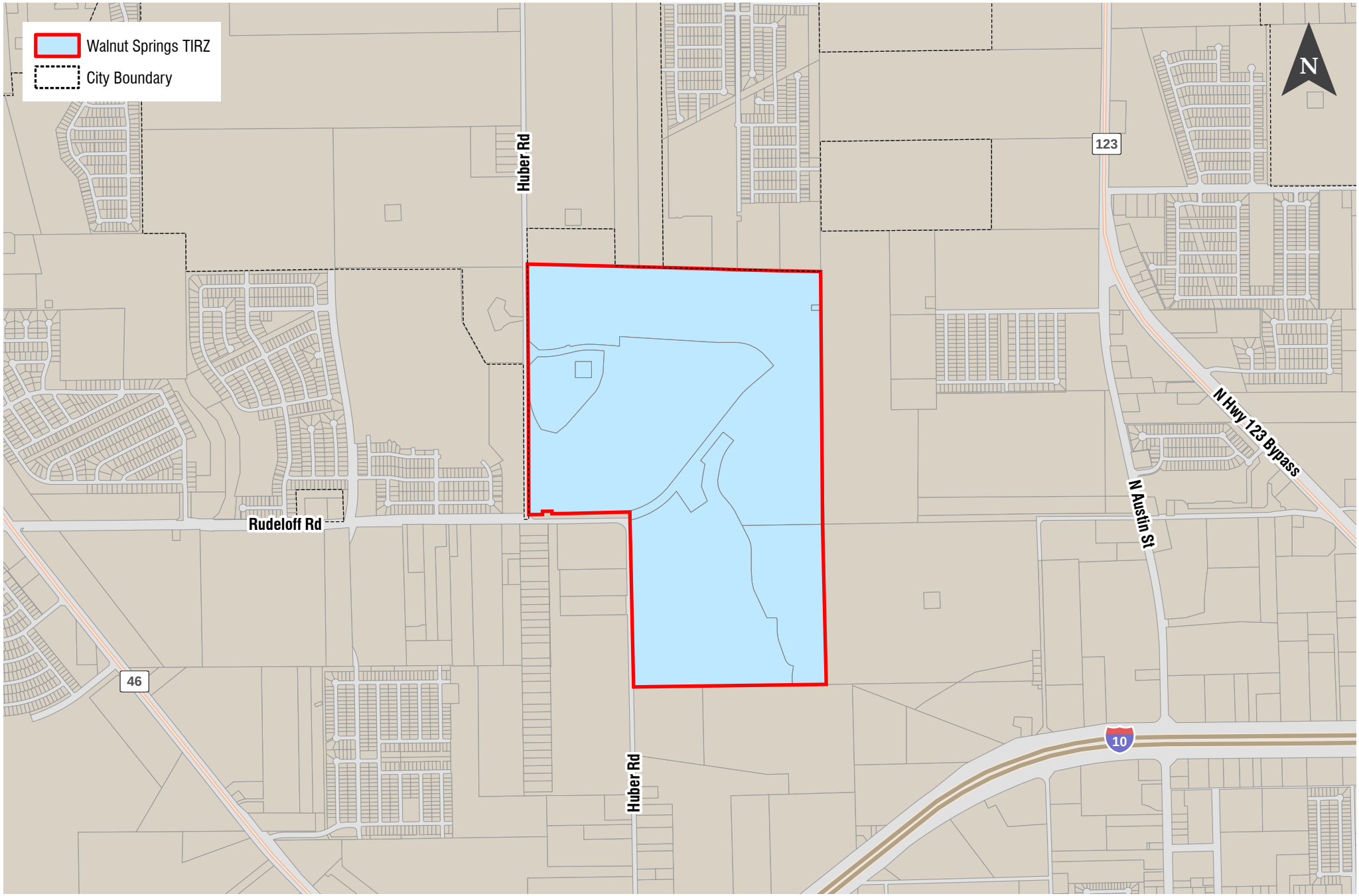
Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. Field work performed in May 2021.



Job # 21-4047

Date: November 10, 2021

OVERVIEW MAP: WALNUT SPRINGS TIRZ - 410.87 ACRES



1 Inch equals 0.3 Miles

0 0.5 1

EXHIBIT B

City of Seguin City Council
Notice of Public Hearing
On Creation of Tax Increment
Reinvestment Zone

THE SEGUIN CITY COUNCIL WILL HOLD A PUBLIC HEARING ON *TUESDAY SEPTEMBER 16, 2025* AT *5:30 P.M. IN THE SEGUIN CITY HALL, LOCATED AT* 210 E. GONZALES STREET, SEGUIN, TEXAS 78155, ON THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE AND ITS BENEFITS TO THE CITY OF SEGUIN AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED TAX INCREMENT REINVESTMENT ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED TAX INCREMENT REINVESTMENT ZONE, WHICH PROPOSED ZONE CONSISTS OF APPROXIMATELY 410.87 ACRES GENERALLY LOCATED EAST OF THE INTERSECTION OF RUDELOFF ROAD AND HUBER ROAD AND AS MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS DESCRIPTION AVAILABLE AT SEGUIN CITY HALL AND AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE TAX INCREMENT REINVESTMENT ZONE, THE CREATION OF THE REINVESTMENT ZONE, ITS BOUNDARIES, OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, THE SEGUIN CITY COUNCIL WILL CONSIDER ADOPTING AN ORDINANCE CREATING THE TAX INCREMENT REINVESTMENT ZONE.

SEGUIN TEXAS

It's real.

MEMORANDUM

TO: Mayor and City Councilmembers
Steve Parker, City Manager

FROM: Ashley Bruns, Purchasing Manager

DATE: September 2, 2025

RE: Update to City's Purchasing Policy – Threshold Clarifications and Adjustments Pursuant to Bill 1173

Purpose:

To request Council approval to update the City's Purchasing Policy to incorporate clarifications and increase purchasing thresholds in accordance with recent changes to state law under Bill 1173.

Background:

Bill 1173, recently signed into law and effective September 1, 2025, amends public procurement standards by increasing the threshold limits for formal bidding processes for local agencies. These changes aim to align with inflation-adjusted standards.

In response to this legislation, staff has reviewed the City's current purchasing policy and recommends updates to:

- Reflect new dollar thresholds for informal and formal procurements.
- Provide clarification on procurement roles, approvals, and competitive bidding exemptions.
- Ensure compliance with applicable state laws and regulations.

Key Proposed Changes:

1. Purchasing Thresholds:

o Formal Bidding Requirement: Raised from $50,000 to $100,000+.

Fiscal Impact:

No direct fiscal impact. These policy updates aim to improve procurement efficiency and flexibility while maintaining transparency and competitive fairness.

Recommendation:

Staff recommends that the City Council adopt the attached resolution approving the revised City Purchasing Policy as updated to comply with Bill 1173 and authorize staff to implement the changes accordingly.

Attachment:

1. Resolution – Approving Updated Purchasing Policy
2. Revised City Purchasing Policy
3. Bill 1173

STATE OF TEXAS
CITY OF SEGUIN

Resolution No._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, APPROVING UPDATES TO THE CITY'S PURCHASING POLICY TO INCORPORATE THRESHOLD INCREASES AND CLARIFICATIONS IN ACCORDANCE WITH BILL 1173.

WHEREAS, the City of Seguin maintains a Purchasing Policy that governs the procurement of goods and services to ensure compliance with state law and fiscal responsibility; and

WHEREAS, the State of Texas enacted Bill 1173, effective September 1, 2025, which amended certain purchasing thresholds and requirements applicable to local agencies; and

WHEREAS, the City has reviewed its current Purchasing Policy and determined that updates are needed to align with the new statutory thresholds and provide additional clarity in procurement procedures; and

WHEREAS, the updated policy increases thresholds for informal and formal procurements, clarifies procedural guidelines, and promotes efficient purchasing practices while maintaining accountability and competitiveness;

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

1. The City Council hereby approves the updated City Purchasing Policy as presented by staff and attached to this resolution as **Exhibit A**.

2. The City Manager, or their designee, is authorized to implement the revised policy and make administrative changes as needed to ensure ongoing compliance with state and federal law.

3. This resolution shall become effective immediately upon its adoption.

READ, PASSED, AND APPROVED, this the **2nd** day of **September, 2025**.

_____
Donna Dodgen, Mayor

ATTEST:

_____
Kristen Mueller, City Secretary

AN ACT

relating to the amount of an expenditure made by certain political subdivisions for which a competitive procurement method may be required.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 44.031(a), Education Code, is amended to read as follows:

(a) Except as provided by this subchapter, all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at $100,000 [~~$50,000~~] or more in the aggregate for each 12-month period shall be made by the method, of the following methods, that provides the best value for the district:

(1) competitive bidding for services other than construction services;

(2) competitive sealed proposals for services other than construction services;

(3) a request for proposals, for services other than construction services;

(4) an interlocal contract;

(5) a method provided by Chapter 2269, Government Code, for construction services;

(6) the reverse auction procedure as defined by Section 2155.062(d), Government Code; or

(7) the formation of a political subdivision corporation under Section 304.001, Local Government Code.

SECTION 2. Section 775.084(a), Health and Safety Code, is amended to read as follows:

(a) Except as provided by Subsection (i), the board must submit to competitive bids an expenditure of more than $100,000 [~~$50,000~~] for:

(1) one item or service; or

(2) more than one of the same or a similar type of item or service in a fiscal year.

SECTION 3. Section 252.021(a), Local Government Code, is amended to read as follows:

(a) Before a municipality may enter into a contract that requires an expenditure of more than $100,000 [~~$50,000~~] from one or more municipal funds, the municipality must:

(1) comply with the procedure prescribed by this subchapter and Subchapter C for competitive sealed bidding or competitive sealed proposals;

(2) use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing; or

(3) comply with a method described by Chapter 2269, Government Code.

SECTION 4. Section 252.0215, Local Government Code, is amended to read as follows:

Sec. 252.0215. COMPETITIVE BIDDING IN RELATION TO HISTORICALLY UNDERUTILIZED BUSINESS. A municipality, in making an expenditure of more than $3,000 but less than $100,000 [~~$50,000~~],

shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to Chapter 2161, Government Code. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt from this section.

SECTION 5. Section 262.003(a), Local Government Code, is amended to read as follows:

(a) Any law that requires a county to follow a competitive procurement procedure in making a purchase requiring the expenditure of $100,000 [~~$50,000~~] or less does not apply to the purchase of an item available for purchase from only one supplier.

SECTION 6. Section 262.023(a), Local Government Code, is amended to read as follows:

(a) Before a county may purchase one or more items under a contract that will require an expenditure exceeding $100,000 [~~$50,000~~], the commissioners court of the county must:

(1) comply with the competitive bidding or competitive proposal procedures prescribed by this subchapter;

(2) use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing; or

(3) comply with a method described by Chapter 2269, Government Code.

SECTION 7. Section 271.024, Local Government Code, is amended to read as follows:

Sec. 271.024. COMPETITIVE PROCUREMENT PROCEDURE APPLICABLE TO CONTRACT. If a governmental entity is required by statute to

award a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property on the basis of competitive bids, and if the contract requires the expenditure of more than $100,000 [~~$50,000~~] from the funds of the entity, the bidding on the contract must be accomplished in the manner provided by this subchapter.

SECTION 8. Section 271.054, Local Government Code, is amended to read as follows:

Sec. 271.054. COMPETITIVE PROCUREMENT REQUIREMENT. Before the governing body of an issuer may enter into a contract requiring an expenditure by or imposing an obligation or liability on the issuer, or on a subdivision of the issuer if the issuer is a county, of more than $100,000 [~~$50,000~~], the governing body must:

(1) submit the proposed contract to competitive procurement; or

(2) use an alternate method of project delivery authorized by Chapter 2269, Government Code.

SECTION 9. Sections 252.312(b) and (c), Transportation Code, are amended to read as follows:

(b) If the county road engineer so recommends and the commissioners court considers it to be in the best interest of the county, a purchase in an amount of $100,000 [~~$50,000~~] or less may be made through negotiation by the commissioners court or the court's authorized representative on requisition to be approved by the commissioners court or the county auditor without advertising for competitive bids.

(c) A purchase may not be divided or reduced to avoid the

competitive bidding requirement on a purchase that would otherwise cost more than $100,000 [~~$50,000~~].

SECTION 10. Section 451.110(c), Transportation Code, is amended to read as follows:

(c) Subsection (a) does not apply to a contract for:

(1) $100,000 [~~$50,000~~] or less;

(2) the purchase of real property;

(3) personal or professional services; or

(4) the acquisition of an existing transit system.

SECTION 11. The changes in law made by this Act apply only to a purchase made on or after the effective date of this Act. A purchase made before the effective date of this Act is governed by the law as it existed immediately before the effective date of this Act, and that law is continued in effect for that purpose.

SECTION 12. This Act takes effect September 1, 2025.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1173 passed the Senate on April 10, 2025, by the following vote: Yeas 29, Nays 1; and that the Senate concurred in House amendment on May 20, 2025, by the following vote: Yeas 29, Nays 2.

Secretary of the Senate

I hereby certify that S.B. No. 1173 passed the House, with amendment, on May 15, 2025, by the following vote: Yeas 103, Nays 38, two present not voting.

Chief Clerk of the House

Approved:

Date

Governor

It's real.

PURCHASING POLICY

CITY OF SEGUIN

205 N. RIVER

SEGUIN, TEXAS 78155

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I. INTRODUCTION

Purchasing is the process of acquiring goods and services necessary for a government entity to provide the public with certain services. The City of Seguin has authorized the Purchasing Department to act as the centralized office for the acquisition of goods and services, as well as the management and disposal of City equipment, materials, and supplies.

It is the policy of the City of Seguin that all purchasing shall be conducted strictly on the basis of economic and business merit to best promote the interest of the citizens of Seguin. The City encourages free and unrestricted competition on all bid requests and purchases, ensuring the taxpayers the best possible return on each dollar. All contracts and purchases shall be handled so as to obtain the best value for the City, with bids, proposals or quotations solicited whenever practical in accordance with all applicable Federal, State and Municipal requirements.

This Purchasing Policy applies to all acquisitions funded by the City of Seguin, bond funds, and any other funds unless specifically exempted by applicable law. The exceptions are limited to certain professional services, real property transactions, and leases which because of their nature are not conducive to normal procurement routines. These acquisitions shall be made under the direction of the City Manager or his/her designee.

Any employee failing to comply with Purchasing Policies may be required to pay for the items or services out-of-pocket, and/or be subject to disciplinary action, including termination and appropriate legal prosecution.

II. PURCHASING CODE OF ETHICS

Public employment is a public trust. Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the City of Seguin's procurement processes. It is essential, therefore, that compliance with the City of Seguin Purchasing Policy be supported by all employees of the City and that those doing business with the City of Seguin also observe the ethical standards prescribed herein.

General Ethical Standards –

1. **Personal Gain.** It is a breach of ethics to attempt to realize personal gain through public employment by any conduct inconsistent with the proper discharge of the employee's duties.
2. **Influence.** It is a breach of ethics to attempt to influence any public employee to breach the standards of ethical conduct.
3. **Conflicts of Interest.** It is a breach of ethics for any employee of the City of Seguin to participate directly or indirectly in procurement when the employee knows that:
    a. The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement; or
    b. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
    c. Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Affiliates (e.g., business concerns, organizations or individuals) and employees of the City of Seguin are prohibited from submitting offers for or participating in any contract for City of Seguin purchases from which they would financially benefit, directly or indirectly. No affiliate or employee of the City of Seguin shall seek to influence in any manner the award of a contract, purchase of a product or service from any vendor. Affiliates and employees must immediately disclose to the City of Seguin any silent partnership, proprietorship, employment, other involvement or relationship in a prospective contract or procurement.

4. **Gratuities.** It is a breach of ethics to offer, give or agree to give any employee or former employee of the City of Seguin, or for any employee or former employee of the City of Seguin to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision regarding a procurement or influencing the content of any specification or procurement standard.

   Acceptance of gifts by employees from sources or potential sources at any time is strictly prohibited, except for inexpensive advertising items of nominal value. Employees must not accept any gifts that create an obligation to any source and shall not conclude any transaction from which they benefit, directly or indirectly. Employees of the City of Seguin are not to participate in any type of extravagant entertainment with a supplier, customer, consultant, or contractor. These restrictions do not include entertainment such as business meals, which are customary and proper under the circumstances, as long as they are consistent with good business ethics and do not place the recipient under an obligation of any kind.

   Vendors must be advised from time to time that employees may not solicit or accept gratuities such as any type of compensation, contribution, emolument, offer of employment, loan, reward, rebate, gift, money, lodging, service, or "other thing of value", except as specifically outlined in this section.

   If a trip to a source's plant or distribution center becomes necessary for technical or other reasons, the trip must be made at the City of Seguin's expense, unless provided for contractually by the vendor and/or approved by the City Manager.

   Noncompliance with this policy from a vendor, consultant, or contractor may be justification for termination of the business relationship.

5. **Kickbacks.** It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a sub-contractor under a contract to prime contractor or higher tier sub-contractor for any contract for the City of Seguin, or any person associated therewith, as an inducement for the award of a subcontract or order.

6. **Confidential Information.** It is a breach of ethics for any employee or former employee of the City of Seguin knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

III. PURCHASING DEPARTMENT GOALS

1. To purchase quality goods and services at the best possible price in accordance with all applicable laws;

2. To arrange delivery of goods and services when and where needed and to assure a continuing supply of needed goods and services;

3. To guard against misappropriation of any assets procured;

4. To ensure that public funds are safeguarded by making every effort to obtain the best value for public dollars expended;

5. To assure that public spending is not used to enrich elected officials or government employees or to provide favors to preferred constituents; and

6. To assure that all responsible bidders including Historically Underutilized Businesses (HUBs) are allowed a fair opportunity to compete for the City's business and have an equal opportunity in the contract awards process.

IV. PURCHASING DEPARTMENT RESPONSIBILITIES

The Purchasing Department is charged with oversight of the solicitation and acquisition process including, but not limited to advertising, vendor selection, specification development, issuance and receipt of offers, execution of contracts, disposal of surplus, and negotiating with sources on matters relating to the purchase.

The Purchasing Department has the duty and full authority to question the use, quality, quantity and kind of item requisitioned and will participate with user departments in establishing clear, concise, nonrestrictive specifications and instructions to be utilized in procurement.

V. PURCHASING AUTHORIZATION LEVELS

Purchase Amount:	**Authorized By:**
$0 to $2,999.99	Requisitioner and Supervisor
$3,000 to $9,999.99	Requisitioner, Supervisor and Director
$10,000 to $99,999.99	Above plus City Manager
$100,000 or more	Above plus City Manager following City Council approval

Purchase orders cannot be processed without appropriate approvals for requisitions that contain accurate descriptions of goods or services to be purchased.

All expenditures are subject to City Council budgetary approval. Unbudgeted purchases must be approved in advance by the City Council. Requisitions pre-encumber budgeted funds.

VI. TYPES OF PURCHASES

Purchasing staff is available for assistance with any aspect of the quoting/bidding process regardless of the dollar amount of the purchase.

1. Purchases Under $5,000

Bids are encouraged, but not required, for purchases under $5,000 unless there is a HUB. In compliance with the Texas Government Code, at least two (2) quotes must be requested from Historically Underutilized Businesses (HUBs) in Guadalupe County, if available for purchases between $3,000 to $100,000. If HUBs cannot be identified within the county, the city is exempt from this requirement. Reach out to the Purchasing Department for assistance in locating a HUB. Vendors shall be provided a minimum of seven (7) business days to complete and submit their quotes.

Each requisition must include at least one quote. This helps ensure transparency, supports informed purchasing decisions, and provides a basis for cost comparison. **Every City employee should safeguard City funds to ensure that taxpayers receive the best possible return on each dollar.**

With the authorization of the appropriate Supervisor, authorized personnel may make purchases under $5,000 by three different methods:

a) by use of a procurement card in compliance with the City's procurement card policy; or

b) by entering a requisition into the City's purchasing system enabling the Purchasing Department to issue a Purchase Order; or

c) by making a purchase **up to $499.99** from a merchant with whom the City has an account. (Purchases of $500 or more **must** be purchased by procurement card or Purchase Order.)

2. Purchases $5,000 up to $100,000

Purchases for goods or services in an amount of $5,000 or more, but less than $100,000, require the solicitation of informal written quotes or bids from at least three (3) potential vendors. In compliance with the Texas Government Code, at least two (2) quotes must be requested from Historically Underutilized Businesses (HUBs) in Guadalupe County, if available for purchases between $3,000 to $100,000. If HUBs cannot be identified within the county, the city is exempt from this requirement. Reach out to the Purchasing Department for assistance in locating a HUB.

Departments may obtain quotes/bids for products and services they wish to obtain under $100,000. The Department must assure that all vendors contacted are provided the same specifications and information so that all vendors have an equal opportunity to provide an accurate quote. Quotes obtained by a Department will need to be submitted to Purchasing along with a complete and approved requisition in order that a Purchase Order may be issued. Vendors shall be provided a minimum of seven (7) business days to complete and submit their quotes.

If a Department desires assistance in obtaining quotes/bids, a requisition should be entered with a realistic estimated cost or the budgeted amount and a full description of the desired product or service. Purchasing staff will require the Department's input and cooperation in order to specify, source, and ultimately obtain the appropriate and correct product or service for the Department in a timely fashion.

3. Purchases $100,000 or more

Purchases for goods or services in an amount of $100,000 or more require a formal sealed bid solicitation process. The Purchasing Department will coordinate the preparation of specifications, advertising, solicitation and receipt of bids in compliance with State of Texas statutes.

Component orders or contracts, each less than $100,000, but which in the aggregate exceed that amount, and which reasonably should be included in one order or contract shall not be used to avoid the formal bidding process.

Departments should complete a Formal Bid request form and provide to the Purchasing Department. Purchasing staff will require the Department's input and cooperation in order to specify, source, and ultimately obtain the appropriate and correct product or service for the Department.

Formal bidding processes take a MINIMUM of six (6) weeks and sometimes much longer from specification development through Council approval. Departments should plan accordingly. Additional time should be allowed for manufacturer's lead time.

If the required equipment or service is available on a cooperative purchasing contract, a user department may obtain their own quotes for purchases over $100,000 from the contracted vendor(s). **Such quotes are subject to Purchasing staff review prior to seeking Council approval of a purchase of this nature.**

Purchases of goods or services of more than $100,000 must be approved by City Council. Any of these purchases which will be presented to City Council must be reviewed by the Purchasing Department prior to being presented to City Council.

4. Credit Card / Procurement Card Purchases

The City's Procurement Card (P-Card) program is a tool used to expedite the purchase process for many of the daily requirements of conducting City business. It enables purchases for non-restricted commodities by telephone, internet, or in person directly from vendors. Credit Card purchases should be made in compliance with the City Procurement Card Purchasing Policy, located in Appendix B.

Special attention should be made to the fact that credit card limits for certain employees may exceed the $5,000 bidding requirements established by State law and the City's Purchasing Policy. Caution is advised as credit card purchases should not be used to circumvent bidding requirements.

5. Professional Services

Personal and professional services may be exempted from the competitive bidding process found in the Texas Local Government Code and may be procured through the use of Request for Qualifications (RFQ) documents. A government entity may not select providers of professional services based on competitive bids, but rather, must make the selection and award based on demonstrated competence and qualifications for performing the services, or receive an exemption via approval of City Council. Under the Texas Government Code, **Professional services are defined as those in the field of Accounting, Architecture, Landscape Architecture, Land Surveying, Medicine, Optometry, Engineering, Real Estate Appraisal, and Nursing.** Other personal and professional services may be exempt as well. The Purchasing Department will coordinate the RFQ process for obtaining personal and professional services. Personal and professional services are obtained under the direction of the City Manager or his/her designee.

The City maintains a pre-qualified list of professional service providers, which should generally be used when selecting a qualified firm. For larger projects, the City may continue to use this list; however, a Task Order must be issued in accordance with the terms outlined in the prequalification bid documents.

6. Emergency Purchases

Valid emergencies are those that occur as a result of:

a. A public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality; or

b. The unforeseen damage to or breakdown of equipment which **must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of City operations**; or

c. Any procurement necessary to preserve or protect the public health or safety of the municipality's residents.

Emergency purchases in any amount are exempt from competitive bidding. **The Purchasing Manager must be notified of the emergency situation and the procurement process being used to address the issue.**

Emergency purchases costing $100,000 or more require City Manager approval. If time permits, the City Manager will seek and obtain approval of the City Council for procurements in excess of budgeted amounts.

7. Sole Source Purchases

Sole source purchases are items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Other items treated as sole source goods are films, manuscripts, or books and library materials with exclusive distribution rights as well as captive replacement parts or components for equipment.

When a department has identified a specific item with unique features or characteristics essential and necessary to the requesting department and no alternate products are available, a detailed written justification must be provided to the Purchasing Department in advance of the purchase for review and approval.

8. Cooperative Purchasing

Cooperative purchasing occurs when two or more governmental entities coordinate some or all purchasing efforts to reduce administrative costs, take advantage of quantity discounts, share specifications, and create a heightened awareness of legal requirements. Cooperative purchasing can occur through inter-local agreements, state contracts, piggy-backing, and/or joint purchases.

The City of Seguin may enter into cooperative buying agreements with other local government agencies in accordance with the State of Texas Inter-local Cooperation Act of 1971, as approved by the City Manager of the City of Seguin.

The City's Purchasing Department will take advantage of available cooperative purchasing opportunities in the procurement of goods and services required by the City when doing so is deemed most advantageous to the City.

9. Automated Information Systems

All requests for computer equipment, software, telecommunications and related services or accessories should be submitted to the Information Technology (IT) Department for review and technical evaluation prior to entering a requisition. IT will review each request for compatibility with other hardware and software and will investigate alternatives.

Recommendations will be based on, but not limited to, additional costs incurred because of the purchase; compatibility considerations; Cost effectiveness of the request; alternatives that would effectively meet the users' needs; and cybersecurity ramifications in protecting city owned data and technology assets.

Use of the procurement card to circumvent this review is strictly prohibited.

Departments shall engage the IT Department at the onset of any project to acquire computer hardware or to purchase or develop computer software to be used in conjunction with the City's network enterprise. The costs of acquisitions, development and operation of computer hardware and applications must be authorized by the respective department head in conjunction with the City Manager and the Director of IT. The requesting department must act within their delegated approval limits in accordance with the City's authorization policy.

For all software contained within or transmitting through the City's private network and/or City IT resources the IT Department will require adequate access controls to monitor systems, security or to protect data and programs from misuse in accordance with the needs defined by departments, the equipment or under the software license. IT will authorize and manage all partner remote access needs for applications and systems operating within the city's private network.

All technology systems contracts, leases, licenses, consulting arrangements or other agreements must be authorized by the City Manager and the Director of IT in conjunction

with the City's Legal Counsel. The purpose of which being to advise vendors of the City's retained proprietary and rights with respect to its information systems, programs, and data requirements for computer systems security to include data maintenance and retrieval.

10. Vehicle Related Purchases

The term "vehicle" will encompass all rolling stock acquired by the City. This will include all on and off-road equipment such as passenger vehicles, motorcycles, truck stock, road construction equipment of all sorts, forklifts, tractors, trailers, riding mowers, etc.

Specifications for the purchase of new vehicles shall be developed with the combined input of the requisitioning Department, the Fleet Supervisor, and the Purchasing Manager or his/her designee.

Acceptance and delivery of new vehicles will take place under the direction of the Fleet Supervisor who will have responsibility to ensure the vehicles are properly prepared both mechanically and with proper documentation and licensing through the appropriate channels.

11. Verbal Orders

Verbal Orders are not allowed prior to the issuance of a purchase order or without the use of a procurement card.

12. Purchase Order Exemptions

Certain recurring monthly expenses, as outlined in Appendix A do not require a purchase order. Invoices for these expenses should be submitted directly to the Finance Department, with appropriate account coding and signature of supervisor or Director.

13. Check Requests

Request for payment of certain expenditures that do not require a purchase order and do not have an original invoice must be made on a Check Request Form submitted directly to the Finance Department**.** The documentation must accompany the Check Request Form. An example of the Check Request Form is in Appendix A.

VII. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

1. For purchases of any real property, tangible goods, or non-professional services less than $500,000, or construction services less than $100,000, City staff may approve, within established City purchasing guidelines and limitations, 1) the lowest qualified quote or 2) a quote received from a business located within the City limits if the quote is within 5% of the lowest qualified quote received from a business located outside the City limits, provided that said quote meets all qualifications and specifications and provides the best combination of price and additional economic development opportunities for the City.

2. For purchases of any real property or tangible goods in the amount of $500,000 or more, City staff may approve, within established City purchasing guidelines and limitations, 1) the lowest qualified quote or 2) a quote received from a business located within the City limits if the quote is within 3% of the lowest qualified quote received from a business

located outside the City limits, provided that said quote meets all qualifications and specifications and provides the best combination of price and additional economic development opportunities for the City.

3. The following purchases are excluded from the City's local vendor preference policy:

   a. Professional services governed by the Professional Services procurement Act
   b. Non-professional service contracts over $500,000
   c. Construction services over $100,000
   d. Purchases involving, in whole or in part, federal or state funding
   e. Purchases of telecommunication and information services

VIII. INSURANCE REQUIREMENTS

The City may require certain insurance coverage to be provided by contractors, vendors and consultants. In general, if a service is being provided on City property, proof of insurance is required. Specific insurance requirements are incorporated into bid documents and specifications for each bid or proposal. Insurance requirements are reviewed periodically to determine the appropriateness of coverage and values. When required, the insurance requirements set forth in Appendix C are considered minimal. When user departments obtain their own quotes for work to be conducted on City property, the City's insurance requirements should be conveyed to the potential vendor(s). **A correct insurance certificate will be required from the vendor prior to a Purchase Order being issued. A procurement card may not be used to circumvent this requirement.**

IX. PURCHASING DOCUMENTS

1. Requisition

A Requisition is a formal request for a purchase to be made. The Requisition originates in the user department. It is used to inform the Purchasing Department of a need and to identify the material or service requested. Additionally, it provides a record of the request and an approval process to encumber funds.

2. Purchase Order

The purchase order is the end result of a requisition. The purchase order is the vendor's authorization to ship material or perform as specified. It is a legal, binding contract and must be considered as such. The Purchasing Department will issue purchase orders after the receipt of an accurately completed and fully authorized requisition for items that have been appropriately bid. After the purchase order has been issued, the user department may call the vendor to place the order and provide the vendor with the purchase order number.

3. Change Order -

To a Purchase Order for Goods: No changes will be made to an order without the approval of the Purchasing Department staff. Other employees must not authorize changes verbally to the vendor. The Purchasing staff will issue a change order when required authorizing the change. An invoice may be submitted to Accounts Payable for

payment even if the total exceeds the original Purchase Order amount, provided the overage does not exceed **five percent (5%)** of the PO total. Change orders over $10,000 must be approved by the City Manager or their designee. For purchases under $100,000, change orders will be approved only if the revised total amount does not exceed $100,000.

To a Contract for Services:
The City Council, through this policy, delegates to the City Manager of the City of Seguin authority to approve and administer Change Orders in the amount of $50,000 or less, as outlined in Section 252.048 of the Local Government Code. In addition, the City Council has authorized the City Manager of the City of Seguin to designate specific staff members to approve and administer Change Orders through the course of their regular duties.

Purchases not exempt from competitive bidding over $100,000:
The total contract price may not be increased by more than 25% of the original contract. The contract amount may not be decreased by more than 25% without the consent of the contractor.

Component change orders, each less than $100,000, but which in the aggregate exceed that amount and which reasonably should have been included in one change order, shall not be used to avoid the prohibitions of the statutes.

4. Invoices

An invoice may be submitted to Accounts Payable for payment even if the total exceeds the original Purchase Order amount, provided the overage does not exceed **five percent (5%)** of the PO total. **All invoices must be submitted to Accounts Payable.** It is the department's responsibility to ensure that, before submitting an invoice to Accounts Payable, the Purchase Order has sufficient funds to cover the invoice amount. Purchasing personnel will be responsible for coordinating any corrective action required in the event that an invoice does not agree with the purchase order either in quantity, freight, unit price or terms. Invoices should not be paid until the discrepancy is resolved.

X. RECEIVING

Delivery of materials, supplies or equipment may be accepted at the Seguin Purchasing Department for inspection and dispersal to the user department or may be directly delivered by the vendor to the user department.

Standard terms for delivery are F.O.B. Destination, meaning title of the property passes to the City when the item is delivered. The vendor must pre-pay the carrier for the freight. No C.O.D. orders will be accepted.

Purchasing Department staff or the user department receiving the product directly from the vendor will inspect all shipments for damage, quality, quantities and condition. Any necessary freight and/or return claims will be filed immediately, reserving all buyer remedies and rights-to-recovery. The department in receipt of the goods shall be responsible for the return of all materials, equipment or supplies, and insure that all

necessary notifications to the vendor and documents are executed for the protection of the City of Seguin's assets.

XI. SURPLUS PROPERTY DISPOSAL

Surplus Property is defined as any City-owned property, other than real estate, that is worn out, outdated or no longer needed for current operations yet still has potential resale value. Surplus goods include, but are not limited to, equipment, parts, tools, vehicles, computers, software, supplies, paper stock, books and furniture.

Department Directors or his/her designee shall submit a written list of property that they recommend to be designated as surplus to the Purchasing Manager or his/her designee. Recommended disposal of vehicles or other rolling stock will be subject to the Fleet Supervisor input and recommendation.

Purchasing will work with Departments in determining if a resale value exists. Potential resale value shall be determined taking into consideration the cost of preparing the item for sale.

Sale or disposal of surplus property requires prior approval by the City Manager. Any item whose original cost exceeded $5,000 requires City Council approval prior to disposal of the item by any method.

Items determined to have a potential resale value will be sold by the advertised, sealed bid process, by public auction, or other method as approved by the City Manager that will yield the greatest possible benefit to the City.

The Purchasing Department, with City Manager approval, is the only designee authorized to determine if an item has no potential resale value. Items deemed to have no potential resale value may be disposed of in any manner approved by the responsible Department Director, following City Manager approval.

In order to maintain the highest appearance of ethical propriety at all times, surplus goods may not be given or sold directly or indirectly to City employees, former employees, or City officials except under exceptional circumstances. Exceptional circumstances for surplus property may be approved with a written recommendation from the employees Department Director and subsequent approval of the City Manager.

City employees may participate, on their own time, in public auctions for the purchase of surplus City goods.

XII. FIXED ASSETS / CAPITAL EQUIPMENT

The City is responsible for keeping records of all of its fixed assets. New assets will be added to the fixed asset records in accordance with the City's capitalization policy. All duties and responsibilities of the fixed assets inventory records are supervised by the Finance Department.

When a fixed asset is to be delivered, the Fleet Department must be made aware of the delivery date. A representative from both the user department and the Fleet Department must accept delivery of the equipment. When delivery has been accepted, the Fleet

Manager will issue a fixed asset tag number for the equipment. Invoice and title papers (if applicable) will be given to the Fleet Manager. User departments must insure that they receive warranty information and that the information is retained in their department. If the asset is a vehicle or mobile equipment, a copy of the invoice must also be given to the fleet maintenance coordinator who will assign a unit number.

Disposal of Assets procedures and form(s) are located in Appendix D of this policy.

XIII. INVENTORY CONTROL AND MANAGEMENT

The inventory facility will stock only those items that are critical to operations and maintenance of the City of Seguin or which can be stocked more economically than if purchased as needed. The inventory facility will maintain a perpetual inventory system to facilitate charges to departments, maintain a usage history by item, and provide for inventory control and materials accounting.

Purchasing/Inventory will maintain the following control policies:

1. Establish the "closed stores system" concept; that is, the inventory areas are secured, with only Purchasing/Inventory personnel stocking and issuing materials.

2. Provide minimum inventory investment and maximum inventory turnover commensurate with minimum "stock outs". Stock outs refer to not having the material available when requested by departments.

3. Establish safety stock levels, reorder points and order quantities which are aimed at preventing premature arrival or overstocking of materials in anticipation of a project, as well as stock-out conditions. Project scheduling and communication of accurate start dates are the responsibility of the requesting department, in order to allow for lead times necessary for materials processing.

4. Conduct a physical inventory of items in inventory stores at mid-year and year-end or as deemed necessary by management.

APPENDIX A

RECURRING EXPENSES
NOT REQUIRING A PURCHASE ORDER

Invoice Submitted Directly to Finance Department

The following expenses do not require a purchase order. Invoices for these expenses must be submitted directly to the Finance Department, with appropriate account coding and signature of supervisor or Director

1. Water
2. Sewer
3. Gas
4. Electricity
5. Telephone, Internet, Hot Spot Services
6. Cellular phones
7. Insurance payments (including personal bonds)
8. Package delivery/courier charges, such as Federal Express or UPS
9. Monthly, quarterly or annual payment for contracted services for water rights, wholesale power or solid waste with an invoice
10. Legal services
11. Advertising
12. Subscriptions
13. Membership dues / annual dues
14. Required/mandatory state or federal fees (e.g., TCEQ permits, testing, etc.)
15. Tuition Fees (Training, Seminars, Classes)

Items without an original invoice must be submitted on a Check Request Form with applicable documentation. Any exceptions must be approved by the Finance Director.

CHECK REQUEST FORM

THIS REQUEST MUST BE ACCOMPANIED BY ORIGINAL INVOICE OR SUPPORTING DOCUMENTATION

DATE: _____

DEPARTMENT: _____

CHECK TO BE ISSUED TO:

VENDOR NAME: _____

VENDOR ADDRESS: _____

_____

_____

INVOICE #/DESCRIPTION/REASON	AMOUNT	ACCOUNT CODE

COMMENTS: _____

_____

_____ _____

REQUESTER SIGNATURE **SUPERVISOR SIGNATURE**

APPENDIX B

PROCUREMENT CARD PURCHASING POLICY

PURPOSE AND GENERAL GUIDELINES

A. "Procurement Card" or "P-Card" is defined as a commercial credit card issued by a bank ("Provider") to a City employee ("Cardholder") for the purchase of materials as required to conduct City business. All charges will be billed to and paid directly by the City.

B. The Procurement Card is for business purposes only and may not be used for personal transactions.

C. The Procurement Card is only to be used for purchases for which there are adequate funds available in the appropriate budget to finance the purchase.

D. There is personal liability associated with the use of the Procurement Card. A Cardholder making an inappropriate or unauthorized purchase will be required to reimburse the City for the purchase. Reimbursements for inappropriate or unauthorized purchases may be deducted from the Cardholder's paycheck.

E. Cardholder Accounts are subject to periodic internal control reviews and audits designed to protect the interests of the City.

F. Improper use of the Procurement Card may result in disciplinary action consistent with City policies, up to and including termination and possible prosecution.

G. Cards will be issued to an individual employee. The employee named on the Procurement Card has the sole responsibility for the use and control of that card ***and is the only authorized user of the card. At no time shall the cardholder give or make available his/her p-card to another employee for purchases. This includes saving the card information to an online account.*** The Cardholder is responsible for notification of a lost card, initiating any refund due, and the dispute process for a questionable charge.

H. Cards may be issued to a Department. The Director of the Department is responsible for the use and control of that card. Those authorized by the Director and on the City Manager's approved Purchasing List may use the card according to City policy and departmental procedures.

I. Departmental Cards will be held by the Director or an employee assigned to the duty. Those using the card will sign a form provided by the Card Administrator at the time of card issuance and again at the time the card is returned. Full documentation of transactions is required at the

time the card is returned. The individual who has signed the issuance form is responsible for all purchases made while the card is in their possession and is considered the Cardholder during that time. The Cardholder is responsible for notification of a lost card, initiating any refund due and, the dispute process for a questionable charge according to the departmental procedures established by the Department Director.

J. Travel Procurement Cards will be available on a limited basis. These cards will only be issued to employees to which a personal p-card has not been issued. The use of these cards is limited to lodging, parking, transportation (including ride-share) only. All other expenses are strictly prohibited on the travel cards.

K. Verification and full documentation of every transaction is required. Documentation will include an itemized receipt, the purpose of the purchase, as well as the budget account number and project number to be charged for the purchase.

L. Verification of each transaction is required each billing cycle and should be conducted according to the Procurement Card Provider guidelines. All cardholders and users will be instructed on the verification process. This transaction reconciliation must occur in an expeditious manner to avoid a disputed transaction being disallowed by the Provider.

M. Failure to provide documentation as required in a timely manner will result in the removal of the Cardholder's authority to use the Procurement Card.

PROCUREMENT LIMITS

Dollar amount limits will be established on an individual basis at the time of card issuance according to the needs of the City and the Department. The limits can be adjusted for special circumstances by the Card Administrator in the Finance Department. Generally, card limits will consist of a *single transaction* purchasing limit as well as a *billing cycle* limit.

SALES TAX

All purchases made with the Procurement Card are exempt from all Texas city, county and state sales tax. Upon vendor request, a Tax Exemption Certificate will be provided to the vendor by the Finance Department. If sales tax is charged in error, it is the Cardholder's responsibility to contact the vendor to credit the sales tax back to the Procurement Card. *NOTE: The city is not exempt from Hotel Occupancy or Airline Taxes.*

PROCUREMENT CARD USE

Purchases made on the Procurement Card will be delivered directly to the Department placing the order, not to the Purchasing Department. It is the Cardholder's responsibility to ensure receipt of goods and services and to follow up with vendors to resolve any problems with delivery, discrepancies, and/or damaged goods.

A. Stacking or making multiple purchases from the same vendor during a short period of time to avoid the requirements for competitive quotes or to bypass card transaction limits is strictly prohibited.

B. The p-card is to be used for Point-of-Sale purchases only (pay at the time of purchase/service). At no time is the p-card to be used to pay an invoice of items previously received or services previously performed.

C. To ensure the City's insurance requirements are met, all payments to a Contractor or for repair services performed on City property must be coordinated with the Purchasing Manager prior to the services being performed.

D. A Cardholder may not use the Procurement Card for a cash advance and may not accept a cash refund for an item purchased on the Procurement Card. A credit back to the card is the only acceptable refund method.

E. It is the Cardholder's responsibility to obtain transaction receipts from the merchant or supplier each time the card is used. These receipts MUST be itemized. Placing an order via phone or internet does not remove the itemized sales receipt requirement.

F. Each billing cycle, the Cardholder ***will be responsible for uploading itemized receipts and coding each transaction to the appropriate account number. All transactions must be completed no later than the 12th of the month in which the billing cycle ends. If all transactions are not completed by the due date, the cardholder's procurement card will be suspended as follows:***

# of Late Completions in Past 12 months	
1	***No suspension***
2-3	***2-week suspension***
4-5	***1-month suspension***
6-7	***6-month suspension***
8+	***Permanent loss of P-card privileges***

Any request for a waiver from the suspension penalty must be approved by the City Manager.

G. It is the Cardholder's responsibility to follow up on any erroneous charges, returns or adjustments and to ensure proper credit is given on subsequent statements according to the Provider's guidelines. The Card Administrator in the Finance Department should be notified of any unresolved, disputed charges.

H. The Cardholder shall notify the Procurement Card Provider immediately if the Procurement Card is lost or stolen. This is done by calling the Provider's Customer Service Representatives who are available 24 hours a day, 7 days a week. After notifying the Provider, the Cardholder must also notify the Finance Department during the next business day.

RESTRICTED USE

Procurement Cards may not be used for the following purposes without prior authorization from the City Manager, Director of Finance, or their designee:

1. Food, alcohol, entertainment, fuel, or clothing;
2. To pay an invoice received after the purchase/service has been received/performed;
3. Purchases in excess of the established limits;
4. Purchases in violation of or to circumvent other Purchasing policies and limitations;
5. Food or beverage for departmental/divisional birthday parties, retirement parties, holiday events, employee appreciation, breakrooms, meetings, etc.;
6. Any other illegal, unauthorized, unethical, or otherwise prohibited purpose.

TRAVEL PROCUREMENT CARD ADDENDUM

1. Only employees who have not been issued a personal p-card are eligible to request a travel card.
2. Employees must submit a request for a Travel P-Card along with their approved Travel Authorization Form at least two weeks prior to travel date. Appropriate card limits will be set according to the expected travel expenses.
3. Employees who have been authorized to use a travel card must ***personally*** sign for, pick up and return the card.
4. Itemized receipts and cards are due back to Finance no more than two business days after returning from travel.
5. Employees are responsible for retaining all receipts during travel. If receipts are lost, it is the employee's responsibility to contact vendors and obtain copies.
6. No meals or airfare permitted on a Travel P-Card. Only expenses such as lodging, parking, ride share, etc. are permitted.
7. In the event of a group of employees traveling together, only one employee will be issued a Travel P-Card and will be responsible for maintaining/returning all receipts.
8. In the event of a card being lost or stolen, employees must report to Finance immediately.

CARDHOLDER AGREEMENT

I have received and read the PROCUREMENT CARD PURCHASING POLICY concerning the use of the City of Seguin's Procurement Card. I understand that as a Cardholder, I assume responsibilities pertaining to the operation and administration of the program. These responsibilities include, but are not limited to the following:

1. I agree that the card is to be used only for authorized City business purchases for which there are sufficient funds available in the current budget.
2. By accepting the card, I assume responsibility for the card and will be responsible for all charges made with the card.
3. I agree to maintain the card with the highest level of security. If the card is lost or stolen, I agree to immediately notify the card Provider and the City's Card Administrator.
4. I agree to verify and reconcile all account activity in a timely fashion and provide itemized receipts for all transactions.
5. I agree to surrender and cease use of the card upon termination of employment or upon transfer to another position within the City and I agree to surrender the card at any time upon the Card Administrator's request.
6. I acknowledge that misuse of the card could result in disciplinary action consistent with City policies, up to and including termination and prosecution.
7. Any unauthorized or improper use of the Procurement Card may be deducted from my paycheck.

By signing below, I acknowledge that I have read and agree to the terms and conditions of this document and I assume the responsibilities listed herein.

Cardholder's Signature:	Cardholder's Title:
Cardholder's Printed Name:	Date:

TRAVEL PROCUREMENT CARD AGREEMENT

I have received and read the PROCUREMENT CARD PURCHASING POLICY and Travel Procurement Card Addendum concerning the use of the City of Seguin's Travel Procurement Card. I understand that as an authorized user of the card while assigned to me, I assume responsibilities pertaining to the operation and administration of the program. These responsibilities include, but are not limited to the following:

1. I agree that the card is to be used only for authorized City business purchases for which there are sufficient funds available in the current budget.
2. By accepting the card, I assume responsibility for the card and will be responsible for all charges made with the card.
3. I agree to maintain the card with the highest level of security. If the card is lost or stolen, I agree to immediately notify the City's Finance Department.
4. I agree to provide itemized receipts for all transactions and surrender the card upon my return from travel.
5. I agree to surrender and cease use of the card upon my return from travel, termination of employment or at any time upon the Card Administrator's request.
6. I acknowledge that misuse of the card could result in disciplinary action consistent with City policies, up to and including termination and prosecution.
7. Any unauthorized or improper use of the Travel Procurement Card may be deducted from my paycheck.

By signing below, I acknowledge that I have read and agree to the terms and conditions of this document, and I assume the responsibilities listed herein.

Authorized User's Signature:	Authorized User's Title:
Authorized User's Printed Name:	Date:

APPENDIX C

INSURANCE REQUIREMENTS

SECTION A. Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to the Purchasing office. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE IS RECEIVED BY THE CITY OF SEGUIN'S PURCHASING DEPARTMENT, and no officer or employee of the City shall have authority to waive this requirement.

INSURANCE COVERAGE REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY, based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

SECTION C. Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

	TYPE	**AMOUNT**
1.	**Workers' Compensation** and **Employer's Liability**	Statutory

NOTE: For building or construction projects, and services provided at City-owned facilities, the successful Contractor shall meet the minimum requirements defined in the Texas Workers' Compensation Commission Rule 28 TAC §110.110 which follows this insurance attachment.

2. **Commercial General (public) Liability** including coverage for the following:

a.	Premises operations	$1,000 per occurrence
b.	Independent contractors	$2,000,000 aggregate
c.	Products/completed operations	
d.	Personal injury	
e.	Advertising injury	
f.	Contractual liability	
g.	Medical payments	
h.	Professional liability*	
i.	Underground hazard*	
j.	Explosion and collapse hazard*	
k.	Liquor liability*	
l.	Fire legal liability*	
m.	City's property in Contractor's* care, custody, or control	
n.	Asbestos specific liability*	

* **Not required for this contract**

3. **Comprehensive Automobile Liability** insurance, including coverage for loading and unloading hazards, for: $1,000,000 per occurrence

a. Owned/leased vehicles
b. Non-owned vehicles

c. Hired vehicles

4.	**Errors and Omissions** insurance policy (when applicable)	$1,000,000 per occurrence or claim $2,000,000 aggregate for the willful or negligent acts or omissions of any no less than officers, employees, or agents thereof
5.	**Cyber** (when applicable)	$2,000,000

ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

CONTRACTOR agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions.

a. Name the City of Seguin and its officers, employees, and elected representatives as an Additional Insured(s), (as the interest of each insured may appear) to all applicable coverage.

b. Provide for 30 days notice to City for cancellation, non-renewal, or material change.

c. Provide for notice to City at the address shown below by registered mail.

d. CONTRACTOR agrees to waive subrogation against the City of Seguin, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.

e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

f. For coverages that are **only** available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five years which shall begin at the end of the warranty period.

NOTICES

CONTRACTOR shall notify CITY in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

Purchasing Department
City of Seguin
P.O. Box 591
Seguin, Texas 78156

SECTION D. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.

WORKERS COMPENSATION INSURANCE
for
Building or Construction Projects and Services Provided at City-Owned Facilities

TEXAS WORKERS' COMPENSATION COMMISSION RULE 28 § 110.110

****

As required by the Texas Workers' Compensation Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

1. Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

2. Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City of Seguin.

3. Persons providing services on the project ("subcontractor" in Section 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the City of Seguin prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Seguin showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Seguin:

1. A certificate of coverage, prior to that person beginning work on the project, so the City of Seguin will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

G. The Contractor shall notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. Obtain from each other person with whom it contracts, and provide to the Contractor:

   a. A certificate of coverage, prior to the other person beginning work on the project; and

   b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

6. Notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Seguin that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City of Seguin to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City of Seguin.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

2. Remodeling, extending, repairing, or demolishing a structure; or

3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

APPENDIX D

CITY OF SEGUIN
DISPOSAL OF ASSETS

This policy is intended to establish and describe the basic guidelines and policies for the disposal of assets for the City of Seguin.

I. Assets shall be considered for disposal when any of the following conditions are met:

A. The asset is obsolete or out dated.
B. The asset is no longer functional for any departments within the City.
C. The asset is considered too costly to repair.

II. Assets can be disposed of in the following manner:

A. Public auction, online or live.
B. Sealed bids.
C. Donated.

III. Approval of disposal is as follows:

A. If the asset's original cost was less than $5,000, the City Manager can authorize the disposal of the asset.
B. If the asset's original cost was $5,000 or more, the City Council must approve the disposal.
C. If the City wishes to donate the asset, City Council must approve the donation.
D. If the asset is being sold by sealed bids, City Council must approve that sale.

DISPOSAL OF ASSET FORM

DEPARTMENT: _____

DATE: _____

☐ The asset is functional - An email has been sent to see if any department within the City can use the item but there were no takers.

Complete description of asset to be disposed including mechanical/operational condition information and quantity:

_____

_____

_____

City of Seguin asset tag number: _____

Unit number (if applicable): _____

Make & Model Number: _____

Serial Number or VIN: _____

Estimate original cost of asset: $_____

To be completed by Finance Dept. only:

*Auctioned on GovDeals Date posted:*_____

Original cost of asset $ _____

_____ *Asset's original cost was less than $5,000, City Manager can authorize the disposal of the asset.*

_____ *Asset's original cost was $5,000 or more, the City Council must approve the disposal of the asset.*

_____ _____

Department Director's signature Date

_____ _____

Director of Finance's signature Date

_____ _____

City Manager's signature Date

APPENDIX F

The City of Seguin follows State of Texas and Federal 2CFR 200.317-327 and Appendix II to Part 200 procurement law and guidance in the purchasing and contract management of goods and services procured with state and federal funding. Appendix F addresses the City of Seguin's requirements pertaining to such procurements and contains the documents listed below.

Code of Federal Regulations, Title 2: Grants and Agreement Procurement Standards:

200.318 – General Procurement Standards

200.319 – Competition

200.320 – Methods of Procurement to be followed

200.321 – Contracting with Small & Minority businesses, women business enterprises & labor surplus area firms

200.322 – Procurement of Recovered Materials

200.323 – Contract Cost & Price

200.324 – Federal awarding agency or pass-through entity review

200.325 – Bonding requirements

200.326 – Contract Provisions

Checklist for Reviewing Procurements by Federal Grant Recipients and Subrecipients

C.F.R. Part 200, Appendix II

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

APPENDIX F

The City of Seguin follows State of Texas and Federal 2CFR 200.318-326 and Appendix II to Part 200 procurement law and guidance in the purchasing and contract management of goods and services procured with state and federal funding. Appendix F addresses the City of Seguin's requirements pertaining to such procurements and contains the documents listed below.

Code of Federal Regulations, Title 2: Grants and Agreement Procurement Standards:

200.317 Procurements by States and Indian Tribes

200.318 – General Procurement Standards

200.319 – Competition

200.320 – Methods of Procurement to be followed

200.321 – Contracting with Small & Minority businesses, women business enterprises & labor surplus area firms

200.322 – Domestic preferences for procurements

200.323 – Procurement of recovered materials

200.324 – Contract cost and price

200.325 – Federal agency or pass-through entity review

200.326 – Bonding requirements

200.327 Contract provisions.

Checklist for Reviewing Procurements by Federal Grant Recipients and Subrecipients

C.F.R. Part 200, Appendix II

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Code of Federal Regulations

Title 2: Grants and Agreements
PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
Subpart D—Post Federal Award Requirements

APPENDIX F

PROCUREMENT STANDARDS

§ 200.317 Procurements by States and Indian Tribes.
When conducting procurement transactions under a Federal award, a State or Indian Tribe must follow the same policies and procedures it uses for procurements with non-Federal funds. If such policies and procedures do not exist, States and Indian Tribes must follow the procurement standards in §§ 200.318 through 200.327. In addition to its own policies and procedures, a State or Indian Tribe must also comply with the following procurement standards: §§ 200.321, 200.322, 200.323, and 200.327. All other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow the procurement standards in §§ 200.318 through 200.327.

§ 200.318 General procurement standards.
(a) ***Documented procurement procedures.*** The recipient or subrecipient must maintain and use documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. These documented procurement procedures must be consistent with State, local, and tribal laws and regulations and the standards identified in §§ 200.317 through 200.327.
(b) ***Oversight of contractors.*** Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See also § 200.501(h).
(c) ***Conflicts of interest.***
(1) The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.
(2) If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
(d) ***Avoidance of unnecessary or duplicative items.*** The recipient's or subrecipient's procedures must avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.
(e) ***Procurement arrangements using strategic sourcing.*** When appropriate for the procurement or use of common or shared goods and services, recipients and subrecipients are encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of this part.
(f) ***Use of excess and surplus Federal property.*** The recipient or subrecipient is encouraged to use excess and surplus Federal property instead of purchasing new equipment and property when it is feasible and reduces project costs.
(g) ***Use of value engineering clauses.*** When practical, the recipient or subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.
(h) ***Responsible contractors.*** The recipient or subrecipient must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The recipient or subrecipient must consider contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also § 200.214.
(i) ***Procurement records.*** The recipient or subrecipient must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.
(j) ***Time-and-materials type contracts.***

(1) The recipient or subrecipient may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a recipient or subrecipient is the sum of:
(i) The actual cost of materials; and
(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
(2) Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the recipient or subrecipient awarding such a contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
(k) ***Settlement of contractual and administrative issues.*** The recipient or subrecipient is responsible for the settlement of all contractual and administrative issues arising out of its procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the recipient or subrecipient of any contractual responsibilities under its contracts. The Federal agency will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. The recipient or subrecipient must report violations of law to the Federal, State, or local authority with proper jurisdiction.
(l) ***Examples of labor and employment practices.***
(1) The procurement standards in this subpart do not prohibit recipients or subrecipients from:
(i) Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;
(ii) Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative (see OMB Memorandum M-21-28), or high-unemployment census tracts within a region no smaller than the county where a federally funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the recipient or subrecipient, and must not prohibit interstate hiring;
(iii) Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102(24)), including women and people from underserved communities as defined by Executive Order 14091;
(iv) Using agreements intended to ensure uninterrupted delivery of services; using agreements intended to ensure community benefits; or
(v) Offering employees of a predecessor contractor rights of first refusal under a new contract.
(2) Recipients and subrecipients may use the practices listed in paragraph (1) if consistent with the U.S. Constitution, applicable Federal statutes and regulations, the objectives and purposes of the applicable Federal financial assistance program, and other requirements of this part.

§ 200.319 Competition.

(a) All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and § 200.320.
(b) To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.
(c) Examples of situations that may restrict competition include, but are not limited to:
(1) Placing unreasonable requirements on firms for them to qualify to do business;
(2) Requiring unnecessary experience and excessive bonding;
(3) Noncompetitive pricing practices between firms or between affiliated companies;
(4) Noncompetitive contracts to consultants that are on retainer contracts;
(5) Organizational conflicts of interest;
(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
(7) Any arbitrary action in the procurement process.
(d) The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
(1) Are made in accordance with § 200.319(b);
(2) Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a "brand name or equivalent" description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and

(3) Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.
(e) The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.
(f) To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.
(g) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

§ 200.320 Procurement methods.
There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.
(a) ***Informal procurement methods for small purchases.*** These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in § 200.1. Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:
(1) ***Micro-purchases*** —
(i) ***Distribution.*** The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in § 200.1. To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.
(ii) ***Micro-purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.
(iii) ***Micro-purchase thresholds.*** The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
(iv) ***Recipient or subrecipient increase to the micro-purchase threshold up to $50,000.*** The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;
(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
(C) For public institutions, a higher threshold is consistent with State law.
(v) ***Recipient or subrecipient increase to the micro-purchase threshold over $50,000.*** Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The recipient or subrecipient must submit a request that includes the requirements in paragraph (a)(1)(iv) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.
(2) ***Simplified acquisitions*** —
(i) ***Simplified acquisition procedures.*** The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.

(ii) ***Simplified acquisition thresholds.*** The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.
(b) ***Formal procurement methods.*** Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with paragraph (a)(2)(ii) of this section:
(1) ***Sealed bids.*** This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.
(i) For sealed bidding to be feasible, the following conditions should be present:
(A) A complete, adequate, and realistic specification or purchase description is available;
(B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and
(C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.
(ii) If sealed bids are used, the following requirements apply:
(A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.
(B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;
(C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.
(D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.
(E) The recipient or subrecipient must document and provide a justification for all bids it rejects.
(2) ***Proposals.*** This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:
(i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.
(ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.
(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and
(iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.
(c) ***Noncompetitive procurement.*** There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:
(1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
(2) The procurement transaction can only be fulfilled by a single source;
(3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
(4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or
(5) After soliciting several sources, competition is determined inadequate.

APPENDIX F

§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.
(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.
(b) Such consideration means:
(1) These business types are included on solicitation lists;
(2) These business types are solicited whenever they are deemed eligible as potential sources;
(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

§ 200.322 Domestic preferences for procurements.
(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
(b) For purposes of this section:
(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.
§ 200.323 Procurement of recovered materials.
(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

§ 200.324 Contract cost and price.
(a) The recipient or subrecipient must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the recipient or subrecipient should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the recipient or subrecipient must make independent estimates before receiving bids or proposals.
(b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the recipient or subrecipient under subpart E of this part. The recipient or subrecipient may reference its own cost principles as long as they comply with subpart E of this part.
(c) The recipient or subrecipient must not use the “cost plus a percentage of cost” and “percentage of construction costs” methods of contracting.
§ 200.325 Federal agency or pass-through entity review.
(a) The Federal agency or pass-through entity may review the technical specifications of proposed procurements under the Federal award if the Federal agency or pass-through entity believes the review is needed to ensure that the item or service specified is the one being proposed for acquisition. The recipient or subrecipient must submit the technical specifications of

proposed procurements when requested by the Federal agency or pass-through entity. This review should take place prior to the time the specifications are incorporated into a solicitation document. When the recipient or subrecipient desires to accomplish the review after a solicitation has been developed, the Federal agency or pass-through entity may still review the specifications. In those cases, the review should be limited to the technical aspects of the proposed purchase.
(b) When requested, the recipient or subrecipient must provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the Federal agency or pass-through entity for pre-procurement review. The Federal agency or pass-through entity may conduct a pre-procurement review when:
(1) The recipient's or subrecipient's procurement procedures or operation fails to comply with the procurement standards in this part;
(2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition, or only one bid is expected to be received in response to a solicitation;
(3) The procurement is expected to exceed the simplified acquisition threshold and specifies a “brand name” product;
(4) The procurement is expected to exceed the simplified acquisition threshold, and a sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or
(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
(c) The recipient or subrecipient is exempt from the pre-procurement review in paragraph (b) of this section if the Federal agency or pass-through entity determines that its procurement systems comply with the standards of this part.
(1) The recipient or subrecipient may request that the Federal agency or pass-through entity review its procurement system to determine whether it meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded regularly.
(2) The recipient or subrecipient may self-certify its procurement system. However, self-certification does not limit the Federal agency's or pass-through entity's right to review the system. Under a self-certification procedure, the Federal agency or pass-through entity may rely on written assurances from the recipient or subrecipient that it is complying with the standards of this part. The recipient or subrecipient must cite specific policies, procedures, regulations, or standards as complying with these requirements and have its system available for review.

§ 200.326 Bonding requirements.
The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.
(b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.
(c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

§ 200.327 Contract provisions.
The recipient's or subrecipient's contracts must contain the applicable provisions described in Appendix II of this part.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal

Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
(J) See § 200.323.
(K) See § 200.216.
(L) See § 200.322.







Roadmap to Procurement Compliance

Procurement Disaster Assistance Team (PDAT)

August 2023

FEMA

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Background and Overview

The Federal Emergency Management Agency (FEMA) provides financial assistance to eligible recipients and subrecipients through grant programs designed to reduce the loss of life and property, and protect the nation from all hazards, including natural disasters and acts of terrorism. Each FEMA grant program is governed by the enabling laws, implementing regulations, and program policies as well as a range of cross-cutting laws, executive orders, and other regulations.

FEMA award recipients and subrecipients will often use contracts to help them carry out work under their grant program awards. As a requirement of receiving FEMA grant funding, all purchases must comply with the federal procurement under grant standards found at 2 C.F.R. §§ 200.317 – 200.327. The Roadmap to Procurement Compliance ("Roadmap") is designed to introduce FEMA award recipients and subrecipients to the methods of procurement outlined at 2 C.F.R. § 200.320 and provide a checklist recipients and subrecipients may use to ensure compliance as they conduct purchases under a FEMA award. Please Note this Roadmap is applicable to all FEMA award recipients and subrecipients for grants awarded on or after Nov. 12, 2020.[1] For FEMA awards made prior to Nov. 12, 2020 please reference the 2019 version of the PDAT Field Manual and Contract Provisions Template to assist with the review of contracts for compliancy.

The Roadmap guides FEMA award recipients and subrecipients through the federal procurement rules applicable to their situation, which is based on their entity type, procurement dollar amount, type of work, as well as other factors. Users of the Roadmap will first respond to a series of questions to help understand the circumstances surrounding their procurement. Once the user has responded to the questions, they will be directed to specific checklists to help determine compliance with the applicable federal procurement rules.

The Roadmap provides:

- A path to determining which rules are applicable based on various procurement circumstances; and
- Checklists for FEMA award recipients and subrecipients to use to ensure compliance as they conduct their procurements.

The Roadmap ***does not*** provide:

[1] The "Public Assistance Applicant Procurement Compliance Checklist" is applicable to Public Assistance applicants purchasing in support of disasters declared from December 26, 2014 through November 11, 2020. *See* Purchasing Under a FEMA Award: Office of Management and Budget (OMB) Revisions Fact Sheet.

- An exhaustive list of all applicable requirements when purchasing under a FEMA grant program; and
- Program specific guidance when purchasing under a FEMA award. Please refer to the applicable program representative for clarification on program specific requirements.

Note: The non-federal entity (NFE) alone is responsible for ensuring compliance with all applicable federal regulations when procuring under a FEMA award. Use of this document does not guarantee the legal sufficiency of any procurement, nor does it ensure an award or subaward will not be audited or investigated. It is not intended to be, nor does it provide or constitute legal advice for FEMA award recipients and subrecipients. All legal questions concerning the sufficiency of a procurement in terms of federal procurement should be referred to the recipients and subrecipients' legal counsel.

Navigating the Roadmap

The Roadmap includes seven checklists that should be used based on certain factors including, but not limited to, entity type and the procurement dollar amount. The questions below are meant to guide recipients and subrecipients when determining which checklist to use.

1.) Is your organization a "state entity"?	
A state entity means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments. *See* 2 CFR 200.1 "State".	
Yes ☐ If yes, proceed to the State Entity Checklist. This is the **only** checklist that state entities need to complete.	No ☐ If no, your organization is considered a non-state entity, which includes local governments, Tribes, and nonprofit organizations. All non-state entities should proceed to **Question #2**.
Note: Only non-state entities (including local governments, tribes, and nonprofits) beyond this point	
2.) Have you already reviewed your organization's procurement policies and procedures for compliance with the federal procurement rules?	
There are federal procurement rules that are applicable to an organization's procurement policies and procedures as well as when conducting the procurement process (including in the solicitation phase and contract documents). A non-state entity should first review its policies and procedures for compliance with the general procurement standards.	

Yes ☐ If yes, you may proceed to **Question #3**.	No ☐ If no, you should first complete the Procurement Policy Checklist and then proceed to **Question #3**.
3.) Is your organization intending to award a noncompetitive procurement ("sole sourced award")?	
A noncompetitive procurement (or sole-source) is the solicitation of a proposal from one source or a limited number of sources. A non-state entity may award a noncompetitive procurement only if certain circumstances in 2 C.F.R. § 200.320(c) exist. The circumstances include single source, exigency or emergency, awarding agency approval, and inadequate competition.	
Yes ☐ If yes, proceed to the Noncompetitive Procurement Checklist. This will be the final checklist for non-state entities using an allowable sole source exception.	No ☐ If no, proceed to **Question #4** to use the dollar amount of the contract to determine the next applicable checklist.
4.) Is the aggregate dollar amount of the procurement under the federal micro-purchase threshold (currently $10,000) or under your organization's more restrictive threshold?	
A non-state entity wishing to purchase supplies or services by micro-purchase procedures should not exceed the federal micro-purchase threshold, or the applicable state/local/tribal threshold, whichever is lowest.	
Yes ☐ If yes, proceed to the Micro-Purchases Checklist	No ☐ If no, proceed to **Question #5.**
5.) Is the aggregate dollar amount of the procurement under the federal simplified acquisition threshold (currently $250,000) or under your organization's more restrictive threshold?	
A non-state entity wishing to purchase supplies or services by small purchase procedures should not exceed the simplified acquisition threshold, or the comparable state/local/tribal threshold, whichever is lowest.	
Yes ☐ If yes, proceed to the Small Purchases Checklist.	No ☐ If no, proceed to **Question #6.**

6.) Is your organization using the sealed bids method of procurement?	
The sealed bids method is the preferred method for procuring construction services and is appropriate when the following conditions are present: 1.) Complete, adequate, and realistic specifications or purchase descriptions are available; 2.) Two or more responsible bidders are willing and able to compete effectively for the business; 3.) The procurement lends itself to a fixed price contract; and 4.) The non-state entity primarily selects the successful bidder based on price. Under this procurement method, the solicitation document used is known as the invitation for bids (IFB).	
Yes ☐ If yes, proceed to the Sealed Bids Checklist	No ☐ If no, proceed to **Question #7.**

7.) Is your organization using the proposals method of procurement?
Procurement by proposal is an acceptable method of procurement, where non-state entities cannot base the contract award exclusively on price or price-related factors due to the nature of the service or property to be acquired.
Yes ☐ If yes, proceed to the Proposals Checklist.

State Entity Checklist

For comprehensive information on the federal procurement rules applicable to state entities, please see State Entity Fact Sheet. **Note:** If you respond "**no**" to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the Purchasing Under a FEMA Award Resource Library for assistance with compliance matters.

Requirement		Supporting Documentation
Did your organization comply with its own procurement policies and procedures?	*Yes* ☐ *No* ☐	Procurement policy ☐
Is the price fair and reasonable?	*Yes* ☐ *No* ☐	Evidence of market research ☐ Short narrative on letterhead ☐ Other: (ex: receipt, invoice) ☐
If the purchase is over $25,000, did your organization ensure the contractor was not suspended or debarred? *See* 2 C.F.R. § 180 for additional information.	*Yes* ☐ *No* ☐	Printout of Sam.gov search ☐ Copy of suspension and debarment certification ☐ Contract with applicable S&D clause ☐
Required Contract Provisions		
Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*).		
If the contract is over $250,000,did your organization include a Remedies clause? **Note:** AFG must include a penalty clause in all contracts for any AFG-funded vehicle.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is more than $10,000, did your organization include a Termination for Cause and Convenience clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

If the contract is for construction work and more than $2,000, did your organization include the required Davis-Bacon Act Clause? **Note:** This clause **only** applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction or repair work more than $2,000, did your organization include the required Copeland Anti-Kickback Act Clause? **Note:** This clause is **only** required in situations where the Davis Bacon Act also applies.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract meets the definition of "funding agreement", did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? **Note:** This clause is **not** required under the PA, HMGP, FMAG, CCP, DCM, or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of "funding agreement".	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract involves the employment of mechanics or laborers, and is in excess of $100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is in excess of $150,000, did your organization include a Clean Air Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is in excess of $150,000, did your organization include a Federal Water Pollution Control Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is in excess of $25,000, did your organization include a Suspension and Debarment clause? *See* 2 C.F.R. § 180 for additional requirements.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

If the contract is in excess of $100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization include a Recovered Materials clause? *See* 2 C.F.R. § 200.323. **Note:** This clause is only applicable to state agencies and political subdivisions of a state.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? *See* 2 C.F.R. § 200.216 for additional requirements.	*Yes* ☐ *No* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? *See* 2 C.F.R. § 200.322.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Note: Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? **Note:** This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.		
Socioeconomic Affirmative Steps Requirements		**Supporting Documentation**
Note: NFEs must, at a minimum, take the following six "affirmative steps" to assure that target firms are used when possible. Target firms are minority firms, small businesses, women's business enterprises, and Labor Surplus Areas (LSA) firms. *See* 2 C.F.R. § 200.321.		
Were target firms included on your organization's' solicitation lists?	*Yes* ☐ *No* ☐ *N/A* ☐	Procurement File includes prequalified lists or solicitation lists which include target firms **Note:** NFEs can use SBA, MBDA, or similar resources to develop these lists.
Were target firms solicited whenever they were potential sources?	*Yes* ☐ *No* ☐ *N/A* ☐	Procurement File includes documentation demonstrating direct solicitation to target firms **Ex:** Proof of communication and solicitation (i.e., call Notes, emails, etc.)
Did your organization divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by target firms?	*Yes* ☐ *No* ☐ *N/A* ☐	Review contract documents that demonstrate compliance with dividing requirements or procurements or justification of why this was not feasible.

Did your organization establish delivery schedules, where the requirement permits, which encourage participation by target firms?	*Yes* ☐ *No* ☐ *N/A* ☐	Review contract documents that demonstrate compliance with establishing delivery schedules or justification of why this was not feasible.
Did your organization use the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce?	*Yes* ☐ *No* ☐ *N/A* ☐	Search results on SBA and MBDA websites Search results from state databases for target firms *See* FEMA's Fact Sheet on Utilizing SBA Resources for more assistance on complying with this requirement.
Did your organization require prime contractors that award subcontracts, to also take the steps listed in the five previous boxes above?	*Yes* ☐ *No* ☐ *N/A* ☐	FEMA recommends that NFEs include a contract clause requiring prime contractors to take previous five affirmative steps. *See* PDAT Contract Provisions Guide.
Note: FEMA will generally consider it infeasible for state entities to comply with the six socioeconomic affirmative steps when awarding a noncompetitive procurement ("sole source"), therefore in this situation the below **Socioeconomic Contracting Section of the Checklist would not be applicable.**		

Procurement Policy Checklist

Note: If you respond "**no**" to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the Purchasing Under a FEMA Award Resource Library for assistance with compliance matters.

General Procurement Standards Mandatory Rules		Supporting Documentation
Does your organization have and use its own documented procurement procedures which reflect applicable state, local, tribal and territorial laws and regulations, provided the procurement conforms to applicable Federal law and the standards set forth in 2 C.F.R. Part 200? *See* 2 C.F.R. § 200.318(a).	*Yes* ☐ *No* ☐	Documented procurement policies and procedures
Does your organization have policies and procedures requiring contractor oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase order? *See* 2 C.F.R. § 200.318(b).	*Yes* ☐ *No* ☐	Procurement policies and procedures should contain: Procedures describing oversight ☐ Details of payment/invoice process ☐ Receiving/acceptance of good and services ☐ Reporting requirements ☐
Does your organization have written standards of conduct covering conflicts of interest and the actions of employee engaged in the selection, award, and administration of contracts? *See* 2 C.F.R. § 200.318(c).	*Yes* ☐ *No* ☐	Written standards of conduct policies ☐
Does your organization have policies to ensure officers, employees, and agents of non-state entities may neither solicit nor accept gifts or gratuities, favors, or anything of monetary value from contractors or parties to subcontracts? *See* 2 C.F.R. § 200.318(c)(1).	*Yes* ☐ *No* ☐	Review your organization's procurement policies and procedures to ensure that there is a prohibition on gifts. Examples of gifts may include: Entertainment and hospitality; ☐ Loans and forbearance; ☐ Travel, lodging and meals; and/or ☐ Apparel and training offerings. ☐

	Note: Non-state entities may set standards for accepting gratuities when the financial interest is not substantial. *See* *De Minimus Gift Exception.*
Does your organization have policies to ensure no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by federal award if they have a real or apparent conflict of interest? *See* 2 C.F.R. § 200.318(c)(1). **Note:** Policies may outline recusal process by officers, employees or agents of a non-state entity involved in the awarding and administration in order to mitigate or avoid conflict of interest. *Yes* ☐ *No* ☐	Review your organization's procurement policies and procedures for rules related to: Real conflict of interest; ☐ Apparent conflict of interest; and ☐ Organizational Conflict of Interest. ☐
Does your organization have procedures to avoid the acquisition of unnecessary or duplicative items and procedures to procure good and services using the most economical approach when feasible? *See* 2 C.F.R. § 200.318(d). *Yes* ☐ *No* ☐	Written procedures to avoid unnecessary or duplicative items ☐
Did your organization award a contract only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement? *See* 2 C.F.R. § 200.318(h). *Yes* ☐ *No* ☐	Review your organization's policies and procedures to ensure that contractor responsibility determination is required. Non-state entities must determine that selected contractors are responsible by documenting: Contractor integrity; ☐ Compliance with public policy; ☐ Record of past performance; ☐ Copy of certification; ☐ Contract with applicable; Clause; ☐ Financial and technical resources; ☐ and Contractor is not suspended or debarred by checking SAM.gov. ☐

Does your organization have procedures to settle all contractual and administrative issues arising out of procurements? *See* 2 C.F.R. § 200.318(k).	*Yes* ☐ *No* ☐	Procurement policies and procedures to ensure they document how issues will be settled between the non-state entity and their contractor. ☐

Noncompetitive Procurement Checklist

For more information on noncompetitive procurements see 2 C.F.R. § 200.320(c).

Note: If you respond "**no**" to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the Purchasing Under a FEMA Award Resource Library for assistance with compliance matters.

Requirement	Supporting Documentation
Does the noncompetitive procurement meet one of the five required exceptions or circumstances to full and open competition? **Note**: Micro-purchases are covered in a separate checklist. If using micro-purchases, please see the Micro-Purchase Procurement Checklist. *Yes* ☐ *No* ☐ *See* 2 C.F.R. § 200.320(c) for additional information on the circumstances permitting exception to competitive procurement requirements.	If yes, which of one of the four exceptions (Mirco-Purchase not included) is being used? Single Source ☐ Public Emergency or Exigency ☐ Awarding Agency Approval ☐ Inadequate Competition ☐
Did your organization provide written justification for the use of a noncompetitive method of procurement? *Yes* ☐ *No* ☐ **Note:** Award recipients and subrecipients may use the template provided in the Emergency & Exigency Fact Sheet when drafting justifications.	Written justification on letterhead ☐
Does your organization maintain records sufficient to detail the history of a procurement? *See* 2 C.F.R. § 200.318(i). ☐	Review your organization's procurement file and records for: Rationale for the method of procurement; ☐ Selection of the contract type; ☐ Contractor selection or rejection; and ☐ Basis for contract price. ☐ **Note:** Contract document must include any contract modifications with signatures (or acceptance) by all parties.

Did your organization document its rationale for contractor selection or rejection? ☐		Check for procurement file for: Scope of Work; ☐ List of sources solicited; and ☐ Copies of bid, performance, payment, and other documents. ☐
Did your organization enter into a Time and Materials (T&M) Contract? **Note:** If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.	*Yes* ☐ *No* ☐	If yes, did you include the following: Justification explanation of why a T&M contract was the only suitable contract type; ☐ A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; ☐ How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and ☐ A transition to a more appropriate contract type as soon as possible (if applicable). ☐
Is the price fair and reasonable?	*Yes* ☐ *No* ☐	Evidence of market research ☐ Short narrative on letterhead ☐ Cost or Price Analysis ☐ Other: (*ex: receipt, invoice)* ☐
If the contract is in excess of $250,000, was a cost or price analysis conducted? *See* 2 C.F.R. § 200.324(a).	*Yes* ☐ *No* ☐ *N/A* ☐	Market reseach ☐ Historical data ☐
Did your organization ensure that a cost plus a percentage of cost contract (CPPC) type was not used? CPPC contracts are prohibited by the federal procurement rules. *See* 2 C.F.R. § 200.324(d) and pg. 71 of the PDAT Field Manual.	*Yes* ☐ *No* ☐	Review the below to ensure they do not contain elements of CPPC contracts: Contract ☐ Pricing schedule ☐

If the contract is in excess of $250,000 and for construction or facility improvement work, does the solicitation outline and require all applicable federal bonding requirements? *See* 2 C.F.R. § 200.326 for additional information on the applicable bonding requirements.	*Yes* ☐ *No* ☐ *N/A* ☐	Bond Certificates ☐
Required Contract Provisions		
Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*).		
If the contract is more than $250,000,did your organization include a Remedies clause? **Note:** AFG must include a penalty clause in all contracts for any AFG-funded vehicle.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is more than $10,000, did your organization include a Termination for Cause and Convenience clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work and more than $2,000, did your organization include the required Davis-Bacon Act Clause? **Note:** This clause **only** applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction or repair work more than $2,000, did your organization include the required Copeland Anti-Kickback Act Clause? **Note:** This clause is **only** required in situations where the Davis Bacon Act also applies.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

If the contract meets the definition of "funding agreement", did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? **Note:** This clause is **not** required under the PA, HMGP, FMAG, CCP, DCM, or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of "funding agreement".	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract involves the employment of mechanics or laborers, and is in excess of $100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is in excess of $150,000, did your organization include a Clean Air Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is in excess of $150,000, did your organization include a Federal Water Pollution Control Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is in excess of $25,000,did your organization include a Suspension and Debarment clause? *See* 2 C.F.R. § 180 for additional requirements.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is in excess of $100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization include a Recovered Materials clause? **Note:** This clause is only applicable to state agencies and political subdivisions of a state. *See* 2 C.F.R. § 200.323.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

Have you included a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? *See* 2 C.F.R. § 200.216 for additional requirements.	*Yes* ☐ *No* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for the purchase of goods, materials, or products, have you included a domestic preference clause? *See* 2 C.F.R. § 200.322.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? **Note:** This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.		

Micro-Purchase Procurement Checklist

For more information on the micro-purchase method of procurement see 2 C.F.R. § 200.320(a)(1).

Note: If you respond "**no**" to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the Purchasing Under a FEMA Award Resource Library for assistance with compliance matters.

Requirement		Supporting Documentation
Is the price fair and reasonable?	*Yes* ☐ *No* ☐	Evidence of market research ☐ Short narrative on letterhead ☐ Other: (*ex: receipt, invoice)* ☐
Does your organization maintain records sufficient to detail the history of a procurement? *See* 2 C.F.R. § 200.318(i).	*Yes* ☐ *No* ☐	Review your organization's procurement file and records for: Rationale for the method of procurement; ☐ Selection of the contract type; ☐ Contractor selection or rejection; and ☐ Basis for contract price. ☐ **Note:** Contract document must include any contract modifications with signatures (or acceptance) by all parties.
Did your organization document its rationale for contractor selection or rejection? *See* 2 C.F.R. § 200.318(i).	*Yes* ☐ *No* ☐	Check for procurement file for: Scope of Work; ☐ List of sources solicited; and ☐ Copies of bid, performance, payment, and other documents. ☐
Did your organization enter into a Time and Materials (T&M) Contract? **Note:** If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.	*Yes* ☐ *No* ☐	If yes, did you include the following? Justification explanation of why a T&M contract was the only suitable contract type; ☐

		A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; ☐ How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and ☐ A transition to a more appropriate contract type as soon as possible (if applicable). ☐
Did your organization ensure that a cost plus a percentage of cost contract (CPPC) type was not used? CPPC contracts are prohibited by the federal procurement rules. *See* 2 C.F.R. § 200.324(d).	*Yes* ☐ *No* ☐	Review the below to ensure they do not contain elements of CPPC contracts: Contract ☐ Pricing schedule ☐
Required Contract Provisions		
Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*).		
If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work and more than $2,000, did your organization include the required Davis-Bacon Act Clause? **Note:** This clause **only** applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction or repair work more than $2,000, did your organization include the required Copeland Anti-Kickback Act Clause? **Note:** This clause is **only** required in situations where the Davis Bacon Act also applies.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract meets the definition of "funding agreement", did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? **Note:** This clause is **not** required under the PA, HMGP, FMAG, CCP, DCM, or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of "funding agreement".	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? *See* 2 C.F.R. § 200.216 for additional requirements.	*Yes* ☐ *No* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? *See* 2 C.F.R. § 200.322.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? **Note:** This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.		

Small Purchase Checklist

For more information on small purchases see 2 C.F.R. § 200.320(a)(2).

Note: If you respond "**no**" to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the Purchasing Under a FEMA Award Resource Library for assistance with compliance matters.

Requirement		Supporting Documentation
Is the price fair and reasonable?	*Yes* ☐ *No* ☐	Evidence of market research ☐ Short narrative on letterhead ☐ Other: (ex: receipt, invoice) ☐
Did your organization obtain price or rate quotations from an adequate number of qualified sources? *See* 2 C.F.R. § 200.320(a)(2)(i). **Note:** Adequate number is determined by the entity based on specific respective procurement circumstances.	*Yes* ☐ *No* ☐	Adequate number of qualified sources determined to be appropriate for this procurement: _____ Justification Provided ☐
Did your organization ensure that a cost plus a percentage of cost contract (CPPC) type was not used? CPPC contracts are prohibited by the federal procurement rules. *See* 2 C.F.R. § 200.324(d).	*Yes* ☐ *No* ☐	Review the below to ensure they do not contain elements of CPPC contracts: Contract ☐ Pricing schedule ☐
Does your organization maintain records sufficient to detail the history of a procurement? See 2 C.F.R. § 200.318(i).	*Yes* ☐ *No* ☐	Review your organization's procurement file and records for: Rationale for the method of procurement; ☐ Selection of the contract type; ☐ Contractor selection or rejection; and ☐ Basis for contract price. ☐ **Note:** Contract document must include any contract modifications with signatures (or acceptance) by all parties.

Did your organization document its rationale for contractor selection or rejection? *See* 2 C.F.R. § 200.318(i).	*Yes* ☐ *No* ☐	Check for procurement file for: Scope of Work; ☐ List of sources solicited; and ☐ Copies of bid, performance, payment, and other documents. ☐
Did your organization enter into a Time and Materials (T&M) Contract? **Note:** If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.	*Yes* ☐ *No* ☐	If yes, did you include the following? Justification explanation of why a T&M contract was the only suitable contract type; ☐ A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; ☐ How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and ☐ A transition to a more appropriate contract type as soon as possible (if applicable). ☐
Competition Requirements		
For more information on competition requirements see 2 C.F.R. § 200.319.		
Did your organization ensure that it did not restrict competition by having unreasonable requirements. Examples of this include: ○ Solicitation documents must reflect actual needs and not place unreasonable requirements on firms to qualify to do business. ○ Unnecessary levels or years of experience for contractors to do business must not be required. ○ Excessive bonding increases the costs incurred by the contractor and limits the opportunity for target firms to compete for a contract under a FEMA award. ○ Specifying only a "brand name" product instead of allowing an "equivalent" or "compatible" product. *See* 2 C.F.R. § 200.319(b).	*Yes* ☐ *No* ☐	Review the following solicitation and advertising documents to include to determine if your organization restricted competition by setting parameters or evaluation factors determined to be unreasonable and therefore restrictive of competition. Request for Proposal (RFP) ☐ Invitation for Bid (IFB) ☐ Request for Quote (RFQ) ☐ Advertisements ☐ Other: (ex: bonds, evaluations, scoring, etc.)

Did your organization ensure that it did not use geographic preference in evaluating bids or proposals. There are four exceptions to the prohibition for the use of geographic preferences: ○ State licensing requirements; ○ Architectural and engineering contracts; ○ Mandated by federal law; and ○ Indian Self-Determination and Education Assistance Act For more information see 2 C.F.R. § 200.319(c)	*Yes* ☐ *No* ☐	Review your organization's solicitation documents to ensure they did not use geographic preference in the evaluation of bids or proposals. Ensure the following common forms of prohibited geographic preference are excluded from solicitation documents or evaluation: Exclusion of contractors from outside a geographic area; ☐ Allowing price matching from a local vendor; ☐ Reducing the bids submitted by local businesses; ☐ Adding point or percentage weight to evaluation factors; and ☐ Set aside contracts only for resident companies ☐
Required Contract Provisions		
Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*).		
If the contract exceeds $250,000, did your organization include a Remedies clause? **Note:** AFG must include a penalty clause in all contracts for any AFG-funded vehicle.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is more than $10,000, did your organization include a Termination for Cause and Convenience clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work and more than $2,000, did your organization include the required Davis-Bacon Act Clause? **Note:** This clause **only** applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

If the contract is for construction or repair work more than $2,000, did your organization include the required Copeland Anti-Kickback Act Clause? **Note:** This clause is **only** required in situations where the Davis Bacon Act also applies.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract meets the definition of "funding agreement", did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? **Note:** This clause is **not** required under the PA, HMGP, FMAG, CCP, DCM, or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of "funding agreement".	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract involves the employment of mechanics or laborers, and exceeds $100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract exceeds $150,000, did your organization include a Clean Air Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract exceeds$150,000, did your organization include a Federal Water Pollution Control Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract exceeds $25,000, did your organization include a Suspension and Debarment clause? *See* 2 C.F.R. § 180 for additional requirements.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is in excess of $100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization include a Recovered Materials clause? *See* 2 C.F.R. § 200.323. **Note:** This clause is only applicable to state agencies and political subdivisions of a state.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? *See* 2 C.F.R. § 200.216 for additional requirements.	*Yes* ☐ *No* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? *See* 2 C.F.R. § 200.322.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Note: Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? **Note:** This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.		
Socioeconomic Affirmative Steps Requirements		**Supporting Documentation**
Note: NFEs must, at a minimum, take the following six "affirmative steps" to assure that target firms are used when possible. Target firms are minority firms, small businesses, women's business enterprises, and Labor Surplus Areas (LSA) firms. *See* 2 C.F.R. § 200.321.		
Were target firms included on your organization's' solicitation lists?	*Yes* ☐ *No* ☐ *N/A* ☐	Procurement File includes prequalified lists or solicitation lists which include target firms ☐ **Note:** NFEs can use SBA, MBDA, or similar resources to develop these lists.
Were target firms solicited whenever they were potential sources?	*Yes* ☐ *No* ☐ *N/A* ☐	Procurement File includes documentation demonstrating direct solicitation to target firms ☐ **Ex:** Proof of communication and solicitation (i.e., call Notes, emails, etc.
Did your organization divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by target firms?	*Yes* ☐ *No* ☐ *N/A* ☐	Review contract documents that demonstrate compliance with dividing requirements or procurements or justification of why this was not feasible. ☐

Did your organization establish delivery schedules, where the requirement permits, which encourage participation by target firms?	*Yes* ☐ *No* ☐ *N/A* ☐	Review contract documents that demonstrate compliance with establishing delivery schedules or justification of why this was not feasible. ☐
Did your organization use the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce?	*Yes* ☐ *No* ☐ *N/A* ☐	Search results on SBA and MBDA websites ☐ Search results from state databases for target firms ☐ *See* FEMA's Fact Sheet on Utilizing SBA Resources for more assistance on complying with this requirement.
Did your organization require prime contractors that award subcontracts, to also take the steps listed in the five previous boxes above?	*Yes* ☐ *No* ☐ *N/A* ☐	FEMA recommends that NFEs include a contract clause requiring prime contractors to take previous five affirmative steps. *See* PDAT Contract Provisions Guide.

Sealed Bids Checklist

For more information on small purchases see 2 C.F.R. § 200.320(b)(1).

Note: If you respond "**no**" to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the Purchasing Under a FEMA Award Resource Library for assistance with compliance matters.

Requirement		Supporting Documentation
If contract price exceeds $250,000, was an independent cost estimate completed before issuing the Invitation for Bids (IFB)/Invitation to Bid (ITB)? *See* 2 C.F.R. § 200.324(a).	*Yes* ☐ *No* ☐ *N/A* ☐	Evidence of Market Research ☐ Historical Data ☐ Other: ☐
Did your organization ensure that a cost plus a percentage of cost contract (CPPC) type was not used? CPPC contracts are prohibited by the federal procurement rules. *See* 2 C.F.R. § 200.324(d).	*Yes* ☐ *No* ☐	Review the below to ensure they do not contain elements of CPPC contracts: Contract ☐ Pricing schedule ☐
Does your organization maintain records sufficient to detail the history of a procurement? *See* 2 C.F.R. § 200.318(i).	*Yes* ☐ *No* ☐	Review your organization's procurement file and records for: Rationale for the method of procurement; ☐ Selection of the contract type; ☐ Contractor selection or rejection; and ☐ Basis for contract price. ☐ **Note:** Contract document must include any contract modifications with signatures (or acceptance) by all parties.
Did your organization document its rationale for contractor selection or rejection? *See* 2 C.F.R. § 200.318(i).	*Yes* ☐ *No* ☐	Check for procurement file for: Scope of Work; ☐ List of sources solicited; and ☐ Copies of bid, performance, payment, and other documents. ☐

Did your organization enter into a Time and Materials (T&M) Contract? **Note:** If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.	*Yes* ☐ *No* ☐	If yes, did you include the following? ☐ Justification explanation of why a T&M contract was the only suitable contract type; ☐ A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; ☐ How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and ☐ A transition to a more appropriate contract type as soon as possible (if applicable). ☐
Does the IFB/ITB contain a clear and accurate description of the goods/services to be procured? *See* 2 C.F.R. § 200.320(b)(1)(i)(A).	*Yes* ☐ *No* ☐	Solicitation Document ☐
If your organization is a **local** or **tribal government**, was the IFB/ITB publicly advertised? *See* 2 C.F.R. § 200.320(b)(1)(ii)(A).	*Yes* ☐ *No* ☐ *N/A* ☐	Advertisement ☐
Did your organization solicit enough bids from an adequate number of qualified sources to satisfy the full an open competition requirement? *See* 2 C.F.R. § 200.320(b)(1)(ii)(A).	*Yes* ☐ *No* ☐	Indicate the number of contractors solicited and the number you determine to be an adequate number of qualified sources: _____
If the contract exceeds $250,000 and for construction or facility improvement work, does the solicitation outline and require all applicable federal bonding requirements? *See* 2 C.F.R. § 200.326.	*Yes* ☐ *No* ☐	Bond Certificates ☐
Did your organization provide enough time for contractors to prepare and submit bids? *See* 2 C.F.R. § 200.320(b)(1)(ii)(A). The federal rules do not provide a time frame. This determination is subject to any relevant local, state, and/or Tribal requirements.	*Yes* ☐ *No* ☐	Indicate how long contractors had to prepare and submit their bids: _____
Did your organization establish the date, time, and location where the bids will be opened? *See* 2 C.F.R. § 200.320(b)(1)(ii)(C). **Note:** If your organization is a **local** or **tribal government**, bids must be opened publicly.	*Yes* ☐ *No* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

If the contract exceeds$250,000, was a cost or price analysis performed after receiving bids? *See* 2 C.F.R. § 200.324(a).	*Yes* ☐ *No* ☐ *N/A* ☐	Bid Tabulation ☐ Cost Analysis ☐
Did your organization award a **fixed-price** contract to the **lowest** responsible, responsive bid? *See* 2 C.F.R. § 200.320(b)(1)(ii)(D).	*Yes* ☐ *No* ☐	Bid Tabulation ☐ Contract ☐ If no, provide narrative detailing how you determine the bid to be unresponsive and/or irresponsible. ☐
Competition Requirements		
For more information on competition requirements see 2 C.F.R. § 200.319.		
Did your organization ensure that it did not restrict competition by having unreasonable requirements. Examples of this include: ○ Solicitation documents must reflect actual needs and not place unreasonable requirements on firms to qualify to do business. ○ Unnecessary levels or years of experience for contractors to do business must not be required. ○ Excessive bonding increases the costs incurred by the contractor and limits the opportunity for target firms to compete for a contract under a FEMA award. ○ Specifying only a "brand name" product instead of allowing an "equivalent" or "compatible" product. *See* 2 C.F.R. § 200.319(b).	*Yes* ☐ *No* ☐	Review the following solicitation and advertising documents to include to determine if the non-state entity restricted competition by setting parameters or evaluation factors determined to be unreasonable and therefore restrictive of competition. Request for Proposal (RFP) ☐ Invitation for Bid (IFB) ☐ Request for Quote (RFQ) ☐ Advertisements ☐ Other: (ex: bonds, evaluations, scoring, etc.) ☐
Did your organization ensure that it did not use geographic preference in evaluating bids or proposals. There are four exceptions to the prohibition for the use of geographic preferences: ○ State licensing requirements; ○ Architectural and engineering contracts; ○ Mandated by federal law; and ○ Indian Self-Determination and Education Assistance Act. For more information see 2 C.F.R. § 200.319(c)	*Yes* ☐ *No* ☐	Review your organization's solicitation documents to ensure it did not use geographic preference in the evaluation of bids or proposals. Ensure the following common forms of prohibited geographic preference are excluded from solicitation documents or evaluation: Exclusion of contractors from outside a geographic area; ☐ Allowing price matching from a local vendor; ☐ Reducing the bids submitted by local businesses; ☐ Adding point or percentage weight to evaluation factors; and ☐ Set aside contracts only for resident companies ☐

Required Contract Provisions		
Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*).		
If the contract exceeds $250,000,did your organization include a Remedies clause? **Note:** AFG must include a penalty clause in all contracts for any AFG-funded vehicle.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is more than $10,000, did your organization include a Termination for Cause and Convenience clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work and more than $2,000, did your organization include the required Davis-Bacon Act Clause? **Note:** This clause **only** applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction or repair work more than $2,000, did your organization include the required Copeland Anti-Kickback Act Clause? **Note:** This clause is **only** required in situations where the Davis Bacon Act also applies.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract meets the definition of "funding agreement", did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? **Note:** This clause is **not** required under the PA, HMGP, FMAG, CCP, DCM, or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of "funding agreement".	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract involves the employment of mechanics or laborers, and exceeds $100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

If the contract exceeds $150,000, did your organization include a Clean Air Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract exceeds $150,000, did your organization include a Federal Water Pollution Control Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract exceeds $25,000,did your organization include a Suspension and Debarment clause? *See* 2 C.F.R. § 180 for additional requirements.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is in excess of $100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization include a Recovered Materials clause? *See* 2 C.F.R. § 200.323. **Note:** This clause is only applicable to state agencies and political subdivisions of a state.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? *See* 2 C.F.R. § 200.216 for additional requirements.	*Yes* ☐ *No* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? *See* 2 C.F.R. § 200.322.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Note: Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? **Note:** This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.		

Socioeconomic Affirmative Steps Requirements		Supporting Documentation
Note: NFEs must, at a minimum, take the following six "affirmative steps" to assure that target firms are used when possible. Target firms are minority firms, small businesses, women's business enterprises, and Labor Surplus Areas (LSA) firms. *See* 2 C.F.R. § 200.321.		
Were target firms included on your organization's' solicitation lists?	*Yes* ☐ *No* ☐ *N/A* ☐	Procurement File includes prequalified lists or solicitation lists which include target firms ☐ **Note:** NFEs can use SBA, MBDA or similar resources to develop these lists.
Were target firms solicited whenever they were potential sources?	*Yes* ☐ *No* ☐ *N/A* ☐	Procurement File includes documentation demonstrating direct solicitation to target firms ☐ **Ex:** Proof of communication and solicitation (i.e., call Notes, emails, etc.
Did your organization divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by target firms?	*Yes* ☐ *No* ☐ *N/A* ☐	Review contract documents that demonstrate compliance with dividing requirements or procurements or justification of why this was not feasible. ☐
Did your organization establish delivery schedules, where the requirement permits, which encourage participation by target firms?	*Yes* ☐ *No* ☐ *N/A* ☐	Review contract documents that demonstrate compliance with establishing delivery schedules or justification of why this was not feasible. ☐
Did your organization use the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce?	*Yes* ☐ *No* ☐ *N/A*	Search results on SBA and MBDA websites ☐ Search results from state databases for target firms ☐ *See* FEMA's Fact Sheet on Utilizing SBA Resources for more assistance on complying with this requirement.
Did your organization require prime contractors that award subcontracts, to also take the steps listed in the five previous boxes above?	*Yes* ☐ *No* ☐ *N/A* ☐	FEMA recommends that NFEs include a contract clause requiring prime contractors to take previous five affirmative steps. *See* PDAT Contract Provisions Guide.

Proposals Checklist

For more information on small purchases see 2 C.F.R. § 200.320(b)(2).

Note: If you respond "**no**" to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the Purchasing Under a FEMA Award Resource Library for assistance with compliance matters.

Requirement		Supporting Documentation
If contract price exceeds $250,000, was an independent cost estimate completed before issuing the RFP? See 2 C.F.R. § 200.324(a).	*Yes* ☐ *No* ☐ *N/A* ☐	Evidence of Market Research ☐ Historical Data ☐ Other: ☐
Does your organization maintain records sufficient to detail the history of a procurement? *See* 2 C.F.R. § 200.318(i).	*Yes* ☐ *No* ☐	Review your organization's procurement file and records for: Rationale for the method of procurement; ☐ Selection of the contract type; ☐ Contractor selection or rejection; and ☐ Basis for contract price. ☐ **Note:** Contract document must include any contract modifications with signatures (or acceptance) by all parties.
Did your organization document its rationale for contractor selection or rejection? *See* 2 C.F.R. § 200.318(i).	*Yes* ☐ *No* ☐	Check for procurement file for: Scope of Work; ☐ List of sources solicited; and ☐ Copies of bid, performance, payment, and other documents. ☐
Did your organization enter into a Time and Materials (T&M) Contract? **Note:** If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.	*Yes* ☐ *No* ☐	Review T&M contracts documents for: Justification explanation of why a T&M contract was the only suitable contract type; ☐

		A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; ☐ How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and ☐ A transition to a more appropriate contract type as soon as possible (if applicable). ☐
Does the RFP contain a clear and accurate description of the technical requirements?	*Yes* ☐ *No* ☐	RFP ☐
Does the RFP identify all evaluation factors and their relative importance, with price as one of the factors? *See* 2 C.F.R. § 200.320(b)(2)(iii).	*Yes* ☐ *No* ☐	RFP ☐ Other: _____
Did your organization publicly advertise the RFP? *See* 2 C.F.R. § 200.320(b)(2)(i).	*Yes* ☐ *No* ☐	Advertisement ☐
Did your organization solicit enough proposals from an adequate number of qualified offerors to satisfy the full an open competition requirement? *See* 2 C.F.R. § 200.320(b)(2)(i).	*Yes* ☐ *No* ☐	Indicate the number you determine to be an adequate number of qualified offerors: _____
If contract price exceeds $250,000, was a price or cost analysis conducted after receiving proposals? *See* 2 C.F.R. § 200.324(a).	*Yes* ☐ *No* ☐ *N/A* ☐	Bid Tabulation ☐ Cost Analysis ☐
Did you ensure you did not enter into a cost plus a percentage of cost contract type? Cost-plus-percentage-of-cost (CPPC) contracts are prohibited by the federal procurement rules. *See* 2 C.F.R. § 200.324(d).	*Yes* ☐ *No* ☐	Review the below to ensure they do not contain elements of CPPC contracts: Contract ☐ Pricing schedule ☐
If the contract exceeds $250,000 and for construction or facility improvement work, does the solicitation outline and require all applicable federal bonding requirements? *See* 2 C.F.R. § 200.326 for additional information.	*Yes* ☐ *No* ☐ *N/A* ☐	Bond Certificates ☐

Competition Requirements	
For more information on competition requirements see 2 C.F.R. § 200.319.	
Did you ensure that your non-state entity didn't restrict competition by having unreasonable requirements. Examples of this include: ○ Solicitation documents must reflect actual needs and not place unreasonable requirements on firms to qualify to do business. ○ Unnecessary levels or years of experience for contractors to do business must not be required. ○ Excessive bonding increases the costs incurred by the contractor and limits the opportunity for target firms to compete for a contract under a FEMA award. ○ Specifying only a "brand name" product instead of allowing an "equivalent" or "compatible" product. *See* 2 C.F.R. § 200.319(b). *Yes* ☐ *No* ☐	Review the following solicitation and advertising documents to include to determine if the non-state entity restricted competition by setting parameters or evaluation factors determined to be unreasonable and therefore restrictive of competition. Request for Proposal (RFP) ☐ Invitation for Bid (IFB) ☐ Request for Quote (RFQ) ☐ Advertisements ☐ Other: (ex: bonds, evaluations, scoring, etc.) ☐
Did you ensure that your non- state entities didn't use geographic preference in evaluating bids or proposals. There are four exceptions to the prohibition for the use of geographic preferences: ○ State licensing requirements; ○ Architectural and engineering contracts; ○ Mandated by federal law; and ○ Indian Self-Determination and Education Assistance Act. *See 2 C.F.R. § 200.319(c).* *Yes* ☐ *No* ☐	Review your non-state entity's solicitation documents to ensure they did not use geographic preference in the evaluation of bids or proposals. Ensure the following common forms of prohibited geographic preference are excluded from solicitation documents or evaluation: Exclusion of contractors from outside a geographic area; ☐ Allowing price matching from a local vendor; ☐ Reducing the bids submitted by local businesses; ☐ Adding point or percentage weight to evaluation factors; and ☐ Set aside contracts only for resident companies. ☐
Required Contract Provisions	
Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*).	
If the contract exceeds $250,000,did your organization include a Remedies clause? **Note:** AFG must include a penalty clause in all contracts for any AFG-funded vehicle. *Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

If the contract exceeds $10,000, did your organization include a Termination for Cause and Convenience clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work and more than $2,000, did your organization include the required Davis-Bacon Act Clause? **Note:** This clause **only** applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction or repair work more than $2,000, did your organization include the required Copeland Anti-Kickback Act Clause? **Note:** This clause is **only** required in situations where the Davis Bacon Act also applies.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract meets the definition of "funding agreement", did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? **Note:** This clause is **not** required under the PA, HMGP, FMAG, CCP, DCM or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of "funding agreement".	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract involves the employment of mechanics or laborers, and exceeds $100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract exceeds $150,000, did your organization include a Clean Air Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

If the contract exceeds $150,000, did your organization include a Federal Water Pollution Control Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract exceeds $25,000, did your organization include a Suspension and Debarment clause? *See* 2 C.F.R. § 180 for additional requirements.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
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Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? *See* 2 C.F.R. § 200.216 for additional requirements.	*Yes* ☐ *No* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? *See* 2 C.F.R. § 200.322.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? **Note:** This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.		
Socioeconomic Affirmative Steps Requirements		**Supporting Documentation**
Note: NFEs must, at a minimum, take the following six "affirmative steps" to assure that target firms are used when possible. Target firms are minority firms, small businesses, women's business enterprises, and Labor Surplus Areas (LSA) firms. *See* 2 C.F.R. § 200.321.		

Were target firms included on your organization's' solicitation lists?	*Yes* ☐ *No* ☐ *N/A* ☐	Procurement File includes prequalified lists or solicitation lists which include target firms ☐ **Note:** NFEs can use SBA, MBDA, or similar resources to develop these lists.
Were target firms solicited whenever they were potential sources?	*Yes* ☐ *No* ☐ *N/A* ☐	Procurement File includes documentation demonstrating direct solicitation to target firms ☐ **Ex:** Proof of communication and solicitation (i.e., call Notes, emails, etc.
Did your organization divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by target firms?	*Yes* ☐ *No* ☐ *N/A* ☐	Review contract documents that demonstrate compliance with dividing requirements or procurements or justification of why this was not feasible. ☐
Did your organization establish delivery schedules, where the requirement permits, which encourage participation by target firms?	*Yes* ☐ *No* ☐ *N/A* ☐	Review contract documents that demonstrate compliance with establishing delivery schedules or justification of why this was not feasible. ☐
Did your organization use the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce?	*Yes* ☐ *No* ☐ *N/A* ☐	Search results on SBA and MBDA websites ☐ Search results from state databases for target firms ☐ *See* FEMA's Fact Sheet on Utilizing SBA Resources for more assistance on complying with this requirement.
Did your organization require prime contractors that award subcontracts, to also take the steps listed in the five previous boxes above?	*Yes* ☐ *No* ☐ *N/A* ☐	FEMA recommends that NFEs include a contract clause requiring prime contractors to take previous five affirmative steps. *See* PDAT Contract Provisions Guide. ☐







Roadmap to Procurement Compliance

Procurement Disaster Assistance Team (PDAT)

August 2023

FEMA

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Background and Overview

The Federal Emergency Management Agency (FEMA) provides financial assistance to eligible recipients and subrecipients through grant programs designed to reduce the loss of life and property, and protect the nation from all hazards, including natural disasters and acts of terrorism. Each FEMA grant program is governed by the enabling laws, implementing regulations, and program policies as well as a range of cross-cutting laws, executive orders, and other regulations.

FEMA award recipients and subrecipients will often use contracts to help them carry out work under their grant program awards. As a requirement of receiving FEMA grant funding, all purchases must comply with the federal procurement under grant standards found at 2 C.F.R. §§ 200.317 – 200.327. The Roadmap to Procurement Compliance ("Roadmap") is designed to introduce FEMA award recipients and subrecipients to the methods of procurement outlined at 2 C.F.R. § 200.320 and provide a checklist recipients and subrecipients may use to ensure compliance as they conduct purchases under a FEMA award. Please Note this Roadmap is applicable to all FEMA award recipients and subrecipients for grants awarded on or after Nov. 12, 2020.[1] For FEMA awards made prior to Nov. 12, 2020 please reference the 2019 version of the PDAT Field Manual and Contract Provisions Template to assist with the review of contracts for compliancy.

The Roadmap guides FEMA award recipients and subrecipients through the federal procurement rules applicable to their situation, which is based on their entity type, procurement dollar amount, type of work, as well as other factors. Users of the Roadmap will first respond to a series of questions to help understand the circumstances surrounding their procurement. Once the user has responded to the questions, they will be directed to specific checklists to help determine compliance with the applicable federal procurement rules.

The Roadmap provides:

- A path to determining which rules are applicable based on various procurement circumstances; and
- Checklists for FEMA award recipients and subrecipients to use to ensure compliance as they conduct their procurements.

The Roadmap ***does not*** provide:

[1] The "Public Assistance Applicant Procurement Compliance Checklist" is applicable to Public Assistance applicants purchasing in support of disasters declared from December 26, 2014 through November 11, 2020. *See* Purchasing Under a FEMA Award: Office of Management and Budget (OMB) Revisions Fact Sheet.

- An exhaustive list of all applicable requirements when purchasing under a FEMA grant program; and
- Program specific guidance when purchasing under a FEMA award. Please refer to the applicable program representative for clarification on program specific requirements.

Note: The non-federal entity (NFE) alone is responsible for ensuring compliance with all applicable federal regulations when procuring under a FEMA award. Use of this document does not guarantee the legal sufficiency of any procurement, nor does it ensure an award or subaward will not be audited or investigated. It is not intended to be, nor does it provide or constitute legal advice for FEMA award recipients and subrecipients. All legal questions concerning the sufficiency of a procurement in terms of federal procurement should be referred to the recipients and subrecipients' legal counsel.

Navigating the Roadmap

The Roadmap includes seven checklists that should be used based on certain factors including, but not limited to, entity type and the procurement dollar amount. The questions below are meant to guide recipients and subrecipients when determining which checklist to use.

<table>
<tr><th colspan="2">1.) Is your organization a "state entity"?</th></tr>
<tr><td colspan="2">A state entity means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments. See 2 CFR 200.1 "State".</td></tr>
<tr><td>Yes ☐

If yes, proceed to the State Entity Checklist. This is the <u>only</u> checklist that state entities need to complete.</td><td>No ☐

If no, your organization is considered a non-state entity, which includes local governments, Tribes, and nonprofit organizations. All non-state entities should proceed to Question #2.</td></tr>
<tr><td colspan="2">Note: Only non-state entities (including local governments, tribes, and nonprofits) beyond this point</td></tr>
<tr><th colspan="2">2.) Have you already reviewed your organization's procurement policies and procedures for compliance with the federal procurement rules?</th></tr>
<tr><td colspan="2">There are federal procurement rules that are applicable to an organization's procurement policies and procedures as well as when conducting the procurement process (including in the solicitation phase and contract documents). A non-state entity should first review its policies and procedures for compliance with the general procurement standards.</td></tr>
</table>

Yes ☐ If yes, you may proceed to **Question #3**.	No ☐ If no, you should first complete the Procurement Policy Checklist and then proceed to **Question #3**.
3.) Is your organization intending to award a noncompetitive procurement ("sole sourced award")?	
A noncompetitive procurement (or sole-source) is the solicitation of a proposal from one source or a limited number of sources. A non-state entity may award a noncompetitive procurement only if certain circumstances in 2 C.F.R. § 200.320(c) exist. The circumstances include single source, exigency or emergency, awarding agency approval, and inadequate competition.	
Yes ☐ If yes, proceed to the Noncompetitive Procurement Checklist. This will be the final checklist for non-state entities using an allowable sole source exception.	No ☐ If no, proceed to **Question #4** to use the dollar amount of the contract to determine the next applicable checklist.
4.) Is the aggregate dollar amount of the procurement under the federal micro-purchase threshold (currently $10,000) or under your organization's more restrictive threshold?	
A non-state entity wishing to purchase supplies or services by micro-purchase procedures should not exceed the federal micro-purchase threshold, or the applicable state/local/tribal threshold, whichever is lowest.	
Yes ☐ If yes, proceed to the Micro-Purchases Checklist	No ☐ If no, proceed to **Question #5.**
5.) Is the aggregate dollar amount of the procurement under the federal simplified acquisition threshold (currently $250,000) or under your organization's more restrictive threshold?	
A non-state entity wishing to purchase supplies or services by small purchase procedures should not exceed the simplified acquisition threshold, or the comparable state/local/tribal threshold, whichever is lowest.	
Yes ☐ If yes, proceed to the Small Purchases Checklist.	No ☐ If no, proceed to **Question #6.**

6.) Is your organization using the sealed bids method of procurement?	
The sealed bids method is the preferred method for procuring construction services and is appropriate when the following conditions are present: 1.) Complete, adequate, and realistic specifications or purchase descriptions are available; 2.) Two or more responsible bidders are willing and able to compete effectively for the business; 3.) The procurement lends itself to a fixed price contract; and 4.) The non-state entity primarily selects the successful bidder based on price. Under this procurement method, the solicitation document used is known as the invitation for bids (IFB).	
Yes ☐ If yes, proceed to the Sealed Bids Checklist	No ☐ If no, proceed to **Question #7.**

7.) Is your organization using the proposals method of procurement?
Procurement by proposal is an acceptable method of procurement, where non-state entities cannot base the contract award exclusively on price or price-related factors due to the nature of the service or property to be acquired.
Yes ☐ If yes, proceed to the Proposals Checklist.

State Entity Checklist

For comprehensive information on the federal procurement rules applicable to state entities, please see State Entity Fact Sheet. **Note:** If you respond "**no**" to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the Purchasing Under a FEMA Award Resource Library for assistance with compliance matters.

Requirement		Supporting Documentation
Did your organization comply with its own procurement policies and procedures?	*Yes* ☐ *No* ☐	Procurement policy ☐
Is the price fair and reasonable?	*Yes* ☐ *No* ☐	Evidence of market research ☐ Short narrative on letterhead ☐ Other: (ex: receipt, invoice) ☐
If the purchase is over $25,000, did your organization ensure the contractor was not suspended or debarred? *See* 2 C.F.R. § 180 for additional information.	*Yes* ☐ *No* ☐	Printout of Sam.gov search ☐ Copy of suspension and debarment certification ☐ Contract with applicable S&D clause ☐
Required Contract Provisions		
Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*).		
If the contract is over $250,000,did your organization include a Remedies clause? **Note:** AFG must include a penalty clause in all contracts for any AFG-funded vehicle.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is more than $10,000, did your organization include a Termination for Cause and Convenience clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

If the contract is for construction work and more than $2,000, did your organization include the required Davis-Bacon Act Clause? **Note:** This clause **only** applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
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If the contract is in excess of $150,000, did your organization include a Clean Air Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is in excess of $150,000, did your organization include a Federal Water Pollution Control Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
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Were target firms included on your organization's' solicitation lists?	*Yes* ☐ *No* ☐ *N/A* ☐	Procurement File includes prequalified lists or solicitation lists which include target firms **Note:** NFEs can use SBA, MBDA, or similar resources to develop these lists.
Were target firms solicited whenever they were potential sources?	*Yes* ☐ *No* ☐ *N/A* ☐	Procurement File includes documentation demonstrating direct solicitation to target firms **Ex:** Proof of communication and solicitation (i.e., call Notes, emails, etc.)
Did your organization divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by target firms?	*Yes* ☐ *No* ☐ *N/A* ☐	Review contract documents that demonstrate compliance with dividing requirements or procurements or justification of why this was not feasible.

Did your organization establish delivery schedules, where the requirement permits, which encourage participation by target firms?	*Yes* ☐ *No* ☐ *N/A* ☐	Review contract documents that demonstrate compliance with establishing delivery schedules or justification of why this was not feasible.
Did your organization use the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce?	*Yes* ☐ *No* ☐ *N/A* ☐	Search results on SBA and MBDA websites Search results from state databases for target firms *See* FEMA's Fact Sheet on Utilizing SBA Resources for more assistance on complying with this requirement.
Did your organization require prime contractors that award subcontracts, to also take the steps listed in the five previous boxes above?	*Yes* ☐ *No* ☐ *N/A* ☐	FEMA recommends that NFEs include a contract clause requiring prime contractors to take previous five affirmative steps. *See* PDAT Contract Provisions Guide.
Note: FEMA will generally consider it infeasible for state entities to comply with the six socioeconomic affirmative steps when awarding a noncompetitive procurement ("sole source"), therefore in this situation the below **Socioeconomic Contracting Section of the Checklist would not be applicable.**		

Procurement Policy Checklist

Note: If you respond "**no**" to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the Purchasing Under a FEMA Award Resource Library for assistance with compliance matters.

General Procurement Standards Mandatory Rules		Supporting Documentation
Does your organization have and use its own documented procurement procedures which reflect applicable state, local, tribal and territorial laws and regulations, provided the procurement conforms to applicable Federal law and the standards set forth in 2 C.F.R. Part 200? *See* 2 C.F.R. § 200.318(a).	*Yes* ☐ *No* ☐	Documented procurement policies and procedures
Does your organization have policies and procedures requiring contractor oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of the contract or purchase order? *See* 2 C.F.R. § 200.318(b).	*Yes* ☐ *No* ☐	Procurement policies and procedures should contain: Procedures describing oversight ☐ Details of payment/invoice process ☐ Receiving/acceptance of good and services ☐ Reporting requirements ☐
Does your organization have written standards of conduct covering conflicts of interest and the actions of employee engaged in the selection, award, and administration of contracts? *See* 2 C.F.R. § 200.318(c).	*Yes* ☐ *No* ☐	Written standards of conduct policies ☐
Does your organization have policies to ensure officers, employees, and agents of non-state entities may neither solicit nor accept gifts or gratuities, favors, or anything of monetary value from contractors or parties to subcontracts? *See* 2 C.F.R. § 200.318(c)(1).	*Yes* ☐ *No* ☐	Review your organization's procurement policies and procedures to ensure that there is a prohibition on gifts. Examples of gifts may include: Entertainment and hospitality; ☐ Loans and forbearance; ☐ Travel, lodging and meals; and/or ☐ Apparel and training offerings. ☐

	Note: Non-state entities may set standards for accepting gratuities when the financial interest is not substantial. *See* *De Minimus Gift Exception.*
Does your organization have policies to ensure no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by federal award if they have a real or apparent conflict of interest? *See* 2 C.F.R. § 200.318(c)(1). **Note:** Policies may outline recusal process by officers, employees or agents of a non-state entity involved in the awarding and administration in order to mitigate or avoid conflict of interest. *Yes* ☐ *No* ☐	Review your organization's procurement policies and procedures for rules related to: Real conflict of interest; ☐ Apparent conflict of interest; and ☐ Organizational Conflict of Interest. ☐
Does your organization have procedures to avoid the acquisition of unnecessary or duplicative items and procedures to procure good and services using the most economical approach when feasible? *See* 2 C.F.R. § 200.318(d). *Yes* ☐ *No* ☐	Written procedures to avoid unnecessary or duplicative items ☐
Did your organization award a contract only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement? *See* 2 C.F.R. § 200.318(h). *Yes* ☐ *No* ☐	Review your organization's policies and procedures to ensure that contractor responsibility determination is required. Non-state entities must determine that selected contractors are responsible by documenting: Contractor integrity; ☐ Compliance with public policy; ☐ Record of past performance; ☐ Copy of certification; ☐ Contract with applicable; Clause; ☐ Financial and technical resources; ☐ and Contractor is not suspended or debarred by checking SAM.gov. ☐

Does your organization have procedures to settle all contractual and administrative issues arising out of procurements? *See* 2 C.F.R. § 200.318(k).	*Yes* ☐ *No* ☐	Procurement policies and procedures to ensure they document how issues will be settled between the non-state entity and their contractor. ☐

Noncompetitive Procurement Checklist

For more information on noncompetitive procurements see 2 C.F.R. § 200.320(c).

Note: If you respond "**no**" to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the Purchasing Under a FEMA Award Resource Library for assistance with compliance matters.

Requirement	Supporting Documentation
Does the noncompetitive procurement meet one of the five required exceptions or circumstances to full and open competition? **Note**: Micro-purchases are covered in a separate checklist. If using micro-purchases, please see the Micro-Purchase Procurement Checklist. *Yes* ☐ *No* ☐ *See* 2 C.F.R. § 200.320(c) for additional information on the circumstances permitting exception to competitive procurement requirements.	If yes, which of one of the four exceptions (Mirco-Purchase not included) is being used? Single Source ☐ Public Emergency or Exigency ☐ Awarding Agency Approval ☐ Inadequate Competition ☐
Did your organization provide written justification for the use of a noncompetitive method of procurement? *Yes* ☐ *No* ☐ **Note:** Award recipients and subrecipients may use the template provided in the Emergency & Exigency Fact Sheet when drafting justifications.	Written justification on letterhead ☐
Does your organization maintain records sufficient to detail the history of a procurement? *See* 2 C.F.R. § 200.318(i). ☐	Review your organization's procurement file and records for: Rationale for the method of procurement; ☐ Selection of the contract type; ☐ Contractor selection or rejection; and ☐ Basis for contract price. ☐ **Note:** Contract document must include any contract modifications with signatures (or acceptance) by all parties.

Did your organization document its rationale for contractor selection or rejection? ☐		Check for procurement file for: Scope of Work; ☐ List of sources solicited; and ☐ Copies of bid, performance, payment, and other documents. ☐
Did your organization enter into a Time and Materials (T&M) Contract? **Note:** If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.	*Yes* ☐ *No* ☐	If yes, did you include the following: Justification explanation of why a T&M contract was the only suitable contract type; ☐ A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; ☐ How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and ☐ A transition to a more appropriate contract type as soon as possible (if applicable). ☐
Is the price fair and reasonable?	*Yes* ☐ *No* ☐	Evidence of market research ☐ Short narrative on letterhead ☐ Cost or Price Analysis ☐ Other: (*ex: receipt, invoice)* ☐
If the contract is in excess of $250,000, was a cost or price analysis conducted? *See* 2 C.F.R. § 200.324(a).	*Yes* ☐ *No* ☐ *N/A* ☐	Market reseach ☐ Historical data ☐
Did your organization ensure that a cost plus a percentage of cost contract (CPPC) type was not used? CPPC contracts are prohibited by the federal procurement rules. *See* 2 C.F.R. § 200.324(d) and pg. 71 of the PDAT Field Manual.	*Yes* ☐ *No* ☐	Review the below to ensure they do not contain elements of CPPC contracts: Contract ☐ Pricing schedule ☐

If the contract is in excess of $250,000 and for construction or facility improvement work, does the solicitation outline and require all applicable federal bonding requirements? *See* 2 C.F.R. § 200.326 for additional information on the applicable bonding requirements.	*Yes* ☐ *No* ☐ *N/A* ☐	Bond Certificates ☐
Required Contract Provisions		
Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*).		
If the contract is more than $250,000,did your organization include a Remedies clause? **Note:** AFG must include a penalty clause in all contracts for any AFG-funded vehicle.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is more than $10,000, did your organization include a Termination for Cause and Convenience clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work and more than $2,000, did your organization include the required Davis-Bacon Act Clause? **Note:** This clause **only** applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction or repair work more than $2,000, did your organization include the required Copeland Anti-Kickback Act Clause? **Note:** This clause is **only** required in situations where the Davis Bacon Act also applies.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

If the contract meets the definition of "funding agreement", did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? **Note:** This clause is **not** required under the PA, HMGP, FMAG, CCP, DCM, or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of "funding agreement".	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract involves the employment of mechanics or laborers, and is in excess of $100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is in excess of $150,000, did your organization include a Clean Air Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is in excess of $150,000, did your organization include a Federal Water Pollution Control Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is in excess of $25,000,did your organization include a Suspension and Debarment clause? *See* 2 C.F.R. § 180 for additional requirements.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is in excess of $100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization include a Recovered Materials clause? **Note:** This clause is only applicable to state agencies and political subdivisions of a state. *See* 2 C.F.R. § 200.323.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

Have you included a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? *See* 2 C.F.R. § 200.216 for additional requirements.	*Yes* ☐ *No* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for the purchase of goods, materials, or products, have you included a domestic preference clause? *See* 2 C.F.R. § 200.322.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? **Note:** This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.		

Micro-Purchase Procurement Checklist

For more information on the micro-purchase method of procurement see 2 C.F.R. § 200.320(a)(1).

Note: If you respond "**no**" to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the Purchasing Under a FEMA Award Resource Library for assistance with compliance matters.

Requirement		Supporting Documentation
Is the price fair and reasonable?	*Yes* ☐ *No* ☐	Evidence of market research ☐ Short narrative on letterhead ☐ Other: (*ex: receipt, invoice)* ☐
Does your organization maintain records sufficient to detail the history of a procurement? *See* 2 C.F.R. § 200.318(i).	*Yes* ☐ *No* ☐	Review your organization's procurement file and records for: Rationale for the method of procurement; ☐ Selection of the contract type; ☐ Contractor selection or rejection; and ☐ Basis for contract price. ☐ **Note:** Contract document must include any contract modifications with signatures (or acceptance) by all parties.
Did your organization document its rationale for contractor selection or rejection? *See* 2 C.F.R. § 200.318(i).	*Yes* ☐ *No* ☐	Check for procurement file for: Scope of Work; ☐ List of sources solicited; and ☐ Copies of bid, performance, payment, and other documents. ☐
Did your organization enter into a Time and Materials (T&M) Contract? **Note:** If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.	*Yes* ☐ *No* ☐	If yes, did you include the following? Justification explanation of why a T&M contract was the only suitable contract type; ☐

		A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; ☐ How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and ☐ A transition to a more appropriate contract type as soon as possible (if applicable). ☐
Did your organization ensure that a cost plus a percentage of cost contract (CPPC) type was not used? CPPC contracts are prohibited by the federal procurement rules. *See* 2 C.F.R. § 200.324(d).	*Yes* ☐ *No* ☐	Review the below to ensure they do not contain elements of CPPC contracts: Contract ☐ Pricing schedule ☐
Required Contract Provisions		
Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*).		
If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work and more than $2,000, did your organization include the required Davis-Bacon Act Clause? **Note:** This clause **only** applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction or repair work more than $2,000, did your organization include the required Copeland Anti-Kickback Act Clause? **Note:** This clause is **only** required in situations where the Davis Bacon Act also applies.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract meets the definition of "funding agreement", did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? **Note:** This clause is **not** required under the PA, HMGP, FMAG, CCP, DCM, or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of "funding agreement".	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? *See* 2 C.F.R. § 200.216 for additional requirements.	*Yes* ☐ *No* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? *See* 2 C.F.R. § 200.322.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? **Note:** This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.		

Small Purchase Checklist

For more information on small purchases see 2 C.F.R. § 200.320(a)(2).

Note: If you respond "**no**" to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the Purchasing Under a FEMA Award Resource Library for assistance with compliance matters.

Requirement		Supporting Documentation
Is the price fair and reasonable?	*Yes* ☐ *No* ☐	Evidence of market research ☐ Short narrative on letterhead ☐ Other: (ex: receipt, invoice) ☐
Did your organization obtain price or rate quotations from an adequate number of qualified sources? *See* 2 C.F.R. § 200.320(a)(2)(i). **Note:** Adequate number is determined by the entity based on specific respective procurement circumstances.	*Yes* ☐ *No* ☐	Adequate number of qualified sources determined to be appropriate for this procurement: _____ Justification Provided ☐
Did your organization ensure that a cost plus a percentage of cost contract (CPPC) type was not used? CPPC contracts are prohibited by the federal procurement rules. *See* 2 C.F.R. § 200.324(d).	*Yes* ☐ *No* ☐	Review the below to ensure they do not contain elements of CPPC contracts: Contract ☐ Pricing schedule ☐
Does your organization maintain records sufficient to detail the history of a procurement? See 2 C.F.R. § 200.318(i).	*Yes* ☐ *No* ☐	Review your organization's procurement file and records for: Rationale for the method of procurement; ☐ Selection of the contract type; ☐ Contractor selection or rejection; and ☐ Basis for contract price. ☐ **Note:** Contract document must include any contract modifications with signatures (or acceptance) by all parties.

Did your organization document its rationale for contractor selection or rejection? *See* 2 C.F.R. § 200.318(i).	*Yes* ☐ *No* ☐	Check for procurement file for: Scope of Work; ☐ List of sources solicited; and ☐ Copies of bid, performance, payment, and other documents. ☐
Did your organization enter into a Time and Materials (T&M) Contract? **Note:** If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.	*Yes* ☐ *No* ☐	If yes, did you include the following? Justification explanation of why a T&M contract was the only suitable contract type; ☐ A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; ☐ How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and ☐ A transition to a more appropriate contract type as soon as possible (if applicable). ☐
Competition Requirements		
For more information on competition requirements see 2 C.F.R. § 200.319.		
Did your organization ensure that it did not restrict competition by having unreasonable requirements. Examples of this include: ○ Solicitation documents must reflect actual needs and not place unreasonable requirements on firms to qualify to do business. ○ Unnecessary levels or years of experience for contractors to do business must not be required. ○ Excessive bonding increases the costs incurred by the contractor and limits the opportunity for target firms to compete for a contract under a FEMA award. ○ Specifying only a "brand name" product instead of allowing an "equivalent" or "compatible" product. *See* 2 C.F.R. § 200.319(b).	*Yes* ☐ *No* ☐	Review the following solicitation and advertising documents to include to determine if your organization restricted competition by setting parameters or evaluation factors determined to be unreasonable and therefore restrictive of competition. Request for Proposal (RFP) ☐ Invitation for Bid (IFB) ☐ Request for Quote (RFQ) ☐ Advertisements ☐ Other: (ex: bonds, evaluations, scoring, etc.)

Did your organization ensure that it did not use geographic preference in evaluating bids or proposals. There are four exceptions to the prohibition for the use of geographic preferences: ○ State licensing requirements; ○ Architectural and engineering contracts; ○ Mandated by federal law; and ○ Indian Self-Determination and Education Assistance Act For more information see 2 C.F.R. § 200.319(c)	*Yes* ☐ *No* ☐	Review your organization's solicitation documents to ensure they did not use geographic preference in the evaluation of bids or proposals. Ensure the following common forms of prohibited geographic preference are excluded from solicitation documents or evaluation: Exclusion of contractors from outside a geographic area; ☐ Allowing price matching from a local vendor; ☐ Reducing the bids submitted by local businesses; ☐ Adding point or percentage weight to evaluation factors; and ☐ Set aside contracts only for resident companies ☐
Required Contract Provisions		
Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*).		
If the contract exceeds $250,000, did your organization include a Remedies clause? **Note:** AFG must include a penalty clause in all contracts for any AFG-funded vehicle.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is more than $10,000, did your organization include a Termination for Cause and Convenience clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work and more than $2,000, did your organization include the required Davis-Bacon Act Clause? **Note:** This clause **only** applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

If the contract is for construction or repair work more than $2,000, did your organization include the required Copeland Anti-Kickback Act Clause? **Note:** This clause is **only** required in situations where the Davis Bacon Act also applies.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract meets the definition of "funding agreement", did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? **Note:** This clause is **not** required under the PA, HMGP, FMAG, CCP, DCM, or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of "funding agreement".	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract involves the employment of mechanics or laborers, and exceeds $100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract exceeds $150,000, did your organization include a Clean Air Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract exceeds$150,000, did your organization include a Federal Water Pollution Control Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract exceeds $25,000, did your organization include a Suspension and Debarment clause? *See* 2 C.F.R. § 180 for additional requirements.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is in excess of $100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization include a Recovered Materials clause? *See* 2 C.F.R. § 200.323. **Note:** This clause is only applicable to state agencies and political subdivisions of a state.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? *See* 2 C.F.R. § 200.216 for additional requirements.	*Yes* ☐ *No* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? *See* 2 C.F.R. § 200.322.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Note: Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? **Note:** This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.		
Socioeconomic Affirmative Steps Requirements		**Supporting Documentation**
Note: NFEs must, at a minimum, take the following six "affirmative steps" to assure that target firms are used when possible. Target firms are minority firms, small businesses, women's business enterprises, and Labor Surplus Areas (LSA) firms. *See* 2 C.F.R. § 200.321.		
Were target firms included on your organization's' solicitation lists?	*Yes* ☐ *No* ☐ *N/A* ☐	Procurement File includes prequalified lists or solicitation lists which include target firms ☐ **Note:** NFEs can use SBA, MBDA, or similar resources to develop these lists.
Were target firms solicited whenever they were potential sources?	*Yes* ☐ *No* ☐ *N/A* ☐	Procurement File includes documentation demonstrating direct solicitation to target firms ☐ **Ex:** Proof of communication and solicitation (i.e., call Notes, emails, etc.
Did your organization divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by target firms?	*Yes* ☐ *No* ☐ *N/A* ☐	Review contract documents that demonstrate compliance with dividing requirements or procurements or justification of why this was not feasible. ☐

Did your organization establish delivery schedules, where the requirement permits, which encourage participation by target firms?	*Yes* ☐ *No* ☐ *N/A* ☐	Review contract documents that demonstrate compliance with establishing delivery schedules or justification of why this was not feasible. ☐
Did your organization use the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce?	*Yes* ☐ *No* ☐ *N/A* ☐	Search results on SBA and MBDA websites ☐ Search results from state databases for target firms ☐ *See* FEMA's Fact Sheet on Utilizing SBA Resources for more assistance on complying with this requirement.
Did your organization require prime contractors that award subcontracts, to also take the steps listed in the five previous boxes above?	*Yes* ☐ *No* ☐ *N/A* ☐	FEMA recommends that NFEs include a contract clause requiring prime contractors to take previous five affirmative steps. *See* PDAT Contract Provisions Guide.

Sealed Bids Checklist

For more information on small purchases see 2 C.F.R. § 200.320(b)(1).

Note: If you respond "**no**" to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the Purchasing Under a FEMA Award Resource Library for assistance with compliance matters.

Requirement		Supporting Documentation
If contract price exceeds $250,000, was an independent cost estimate completed before issuing the Invitation for Bids (IFB)/Invitation to Bid (ITB)? *See* 2 C.F.R. § 200.324(a).	*Yes* ☐ *No* ☐ *N/A* ☐	Evidence of Market Research ☐ Historical Data ☐ Other: ☐
Did your organization ensure that a cost plus a percentage of cost contract (CPPC) type was not used? CPPC contracts are prohibited by the federal procurement rules. *See* 2 C.F.R. § 200.324(d).	*Yes* ☐ *No* ☐	Review the below to ensure they do not contain elements of CPPC contracts: Contract ☐ Pricing schedule ☐
Does your organization maintain records sufficient to detail the history of a procurement? *See* 2 C.F.R. § 200.318(i).	*Yes* ☐ *No* ☐	Review your organization's procurement file and records for: Rationale for the method of procurement; ☐ Selection of the contract type; ☐ Contractor selection or rejection; and ☐ Basis for contract price. ☐ **Note:** Contract document must include any contract modifications with signatures (or acceptance) by all parties.
Did your organization document its rationale for contractor selection or rejection? *See* 2 C.F.R. § 200.318(i).	*Yes* ☐ *No* ☐	Check for procurement file for: Scope of Work; ☐ List of sources solicited; and ☐ Copies of bid, performance, payment, and other documents. ☐

Did your organization enter into a Time and Materials (T&M) Contract? **Note:** If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.	*Yes* ☐ *No* ☐	If yes, did you include the following? ☐ Justification explanation of why a T&M contract was the only suitable contract type; ☐ A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; ☐ How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and ☐ A transition to a more appropriate contract type as soon as possible (if applicable). ☐
Does the IFB/ITB contain a clear and accurate description of the goods/services to be procured? *See* 2 C.F.R. § 200.320(b)(1)(i)(A).	*Yes* ☐ *No* ☐	Solicitation Document ☐
If your organization is a **local** or **tribal government**, was the IFB/ITB publicly advertised? *See* 2 C.F.R. § 200.320(b)(1)(ii)(A).	*Yes* ☐ *No* ☐ *N/A* ☐	Advertisement ☐
Did your organization solicit enough bids from an adequate number of qualified sources to satisfy the full an open competition requirement? *See* 2 C.F.R. § 200.320(b)(1)(ii)(A).	*Yes* ☐ *No* ☐	Indicate the number of contractors solicited and the number you determine to be an adequate number of qualified sources: _____
If the contract exceeds $250,000 and for construction or facility improvement work, does the solicitation outline and require all applicable federal bonding requirements? *See* 2 C.F.R. § 200.326.	*Yes* ☐ *No* ☐	Bond Certificates ☐
Did your organization provide enough time for contractors to prepare and submit bids? *See* 2 C.F.R. § 200.320(b)(1)(ii)(A). The federal rules do not provide a time frame. This determination is subject to any relevant local, state, and/or Tribal requirements.	*Yes* ☐ *No* ☐	Indicate how long contractors had to prepare and submit their bids: _____
Did your organization establish the date, time, and location where the bids will be opened? *See* 2 C.F.R. § 200.320(b)(1)(ii)(C). **Note:** If your organization is a **local** or **tribal government**, bids must be opened publicly.	*Yes* ☐ *No* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

If the contract exceeds$250,000, was a cost or price analysis performed after receiving bids? *See* 2 C.F.R. § 200.324(a).	*Yes* ☐ *No* ☐ *N/A* ☐	Bid Tabulation ☐ Cost Analysis ☐
Did your organization award a **fixed-price** contract to the **lowest** responsible, responsive bid? *See* 2 C.F.R. § 200.320(b)(1)(ii)(D).	*Yes* ☐ *No* ☐	Bid Tabulation ☐ Contract ☐ If no, provide narrative detailing how you determine the bid to be unresponsive and/or irresponsible. ☐
Competition Requirements		
For more information on competition requirements see 2 C.F.R. § 200.319.		
Did your organization ensure that it did not restrict competition by having unreasonable requirements. Examples of this include: ○ Solicitation documents must reflect actual needs and not place unreasonable requirements on firms to qualify to do business. ○ Unnecessary levels or years of experience for contractors to do business must not be required. ○ Excessive bonding increases the costs incurred by the contractor and limits the opportunity for target firms to compete for a contract under a FEMA award. ○ Specifying only a "brand name" product instead of allowing an "equivalent" or "compatible" product. *See* 2 C.F.R. § 200.319(b).	*Yes* ☐ *No* ☐	Review the following solicitation and advertising documents to include to determine if the non-state entity restricted competition by setting parameters or evaluation factors determined to be unreasonable and therefore restrictive of competition. Request for Proposal (RFP) ☐ Invitation for Bid (IFB) ☐ Request for Quote (RFQ) ☐ Advertisements ☐ Other: (ex: bonds, evaluations, scoring, etc.) ☐
Did your organization ensure that it did not use geographic preference in evaluating bids or proposals. There are four exceptions to the prohibition for the use of geographic preferences: ○ State licensing requirements; ○ Architectural and engineering contracts; ○ Mandated by federal law; and ○ Indian Self-Determination and Education Assistance Act. For more information see 2 C.F.R. § 200.319(c)	*Yes* ☐ *No* ☐	Review your organization's solicitation documents to ensure it did not use geographic preference in the evaluation of bids or proposals. Ensure the following common forms of prohibited geographic preference are excluded from solicitation documents or evaluation: Exclusion of contractors from outside a geographic area; ☐ Allowing price matching from a local vendor; ☐ Reducing the bids submitted by local businesses; ☐ Adding point or percentage weight to evaluation factors; and ☐ Set aside contracts only for resident companies ☐

Required Contract Provisions		
Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*).		
If the contract exceeds $250,000,did your organization include a Remedies clause? **Note:** AFG must include a penalty clause in all contracts for any AFG-funded vehicle.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is more than $10,000, did your organization include a Termination for Cause and Convenience clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work and more than $2,000, did your organization include the required Davis-Bacon Act Clause? **Note:** This clause **only** applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction or repair work more than $2,000, did your organization include the required Copeland Anti-Kickback Act Clause? **Note:** This clause is **only** required in situations where the Davis Bacon Act also applies.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract meets the definition of "funding agreement", did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? **Note:** This clause is **not** required under the PA, HMGP, FMAG, CCP, DCM, or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of "funding agreement".	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract involves the employment of mechanics or laborers, and exceeds $100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

If the contract exceeds $150,000, did your organization include a Clean Air Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract exceeds $150,000, did your organization include a Federal Water Pollution Control Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract exceeds $25,000,did your organization include a Suspension and Debarment clause? *See* 2 C.F.R. § 180 for additional requirements.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is in excess of $100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization include a Recovered Materials clause? *See* 2 C.F.R. § 200.323. **Note:** This clause is only applicable to state agencies and political subdivisions of a state.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? *See* 2 C.F.R. § 200.216 for additional requirements.	*Yes* ☐ *No* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? *See* 2 C.F.R. § 200.322.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Note: Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? **Note:** This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.		

Socioeconomic Affirmative Steps Requirements		Supporting Documentation
Note: NFEs must, at a minimum, take the following six "affirmative steps" to assure that target firms are used when possible. Target firms are minority firms, small businesses, women's business enterprises, and Labor Surplus Areas (LSA) firms. *See* 2 C.F.R. § 200.321.		
Were target firms included on your organization's' solicitation lists?	*Yes* ☐ *No* ☐ *N/A* ☐	Procurement File includes prequalified lists or solicitation lists which include target firms ☐ **Note:** NFEs can use SBA, MBDA or similar resources to develop these lists.
Were target firms solicited whenever they were potential sources?	*Yes* ☐ *No* ☐ *N/A* ☐	Procurement File includes documentation demonstrating direct solicitation to target firms ☐ **Ex:** Proof of communication and solicitation (i.e., call Notes, emails, etc.
Did your organization divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by target firms?	*Yes* ☐ *No* ☐ *N/A* ☐	Review contract documents that demonstrate compliance with dividing requirements or procurements or justification of why this was not feasible. ☐
Did your organization establish delivery schedules, where the requirement permits, which encourage participation by target firms?	*Yes* ☐ *No* ☐ *N/A* ☐	Review contract documents that demonstrate compliance with establishing delivery schedules or justification of why this was not feasible. ☐
Did your organization use the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce?	*Yes* ☐ *No* ☐ *N/A*	Search results on SBA and MBDA websites ☐ Search results from state databases for target firms ☐ *See* FEMA's Fact Sheet on Utilizing SBA Resources for more assistance on complying with this requirement.
Did your organization require prime contractors that award subcontracts, to also take the steps listed in the five previous boxes above?	*Yes* ☐ *No* ☐ *N/A* ☐	FEMA recommends that NFEs include a contract clause requiring prime contractors to take previous five affirmative steps. *See* PDAT Contract Provisions Guide.

Proposals Checklist

For more information on small purchases see 2 C.F.R. § 200.320(b)(2).

Note: If you respond "**no**" to any of the questions below, your procurement may not be in compliance with the federal procurement standards. It is recommended that you visit the Purchasing Under a FEMA Award Resource Library for assistance with compliance matters.

Requirement		Supporting Documentation
If contract price exceeds $250,000, was an independent cost estimate completed before issuing the RFP? See 2 C.F.R. § 200.324(a).	*Yes* ☐ *No* ☐ *N/A* ☐	Evidence of Market Research ☐ Historical Data ☐ Other: ☐
Does your organization maintain records sufficient to detail the history of a procurement? *See* 2 C.F.R. § 200.318(i).	*Yes* ☐ *No* ☐	Review your organization's procurement file and records for: Rationale for the method of procurement; ☐ Selection of the contract type; ☐ Contractor selection or rejection; and ☐ Basis for contract price. ☐ **Note:** Contract document must include any contract modifications with signatures (or acceptance) by all parties.
Did your organization document its rationale for contractor selection or rejection? *See* 2 C.F.R. § 200.318(i).	*Yes* ☐ *No* ☐	Check for procurement file for: Scope of Work; ☐ List of sources solicited; and ☐ Copies of bid, performance, payment, and other documents. ☐
Did your organization enter into a Time and Materials (T&M) Contract? **Note:** If your organization did not enter into a T&M contract this question can be skipped. For more information on T&M contracts see Chapter 3, Section 2 of the PDAT Field Manual.	*Yes* ☐ *No* ☐	Review T&M contracts documents for: Justification explanation of why a T&M contract was the only suitable contract type; ☐

		A contract ceiling price (that the contractor exceeds at own risk) clearly defined in the contract; ☐ How your organization maintained a high degree of oversight of this contract type (including daily or weekly logs, records of performance meetings, etc.); and ☐ A transition to a more appropriate contract type as soon as possible (if applicable). ☐
Does the RFP contain a clear and accurate description of the technical requirements?	*Yes* ☐ *No* ☐	RFP ☐
Does the RFP identify all evaluation factors and their relative importance, with price as one of the factors? *See* 2 C.F.R. § 200.320(b)(2)(iii).	*Yes* ☐ *No* ☐	RFP ☐ Other: _____
Did your organization publicly advertise the RFP? *See* 2 C.F.R. § 200.320(b)(2)(i).	*Yes* ☐ *No* ☐	Advertisement ☐
Did your organization solicit enough proposals from an adequate number of qualified offerors to satisfy the full an open competition requirement? *See* 2 C.F.R. § 200.320(b)(2)(i).	*Yes* ☐ *No* ☐	Indicate the number you determine to be an adequate number of qualified offerors: _____
If contract price exceeds $250,000, was a price or cost analysis conducted after receiving proposals? *See* 2 C.F.R. § 200.324(a).	*Yes* ☐ *No* ☐ *N/A* ☐	Bid Tabulation ☐ Cost Analysis ☐
Did you ensure you did not enter into a cost plus a percentage of cost contract type? Cost-plus-percentage-of-cost (CPPC) contracts are prohibited by the federal procurement rules. *See* 2 C.F.R. § 200.324(d).	*Yes* ☐ *No* ☐	Review the below to ensure they do not contain elements of CPPC contracts: Contract ☐ Pricing schedule ☐
If the contract exceeds $250,000 and for construction or facility improvement work, does the solicitation outline and require all applicable federal bonding requirements? *See* 2 C.F.R. § 200.326 for additional information.	*Yes* ☐ *No* ☐ *N/A* ☐	Bond Certificates ☐

Competition Requirements	
For more information on competition requirements see 2 C.F.R. § 200.319.	
Did you ensure that your non-state entity didn't restrict competition by having unreasonable requirements. Examples of this include: ○ Solicitation documents must reflect actual needs and not place unreasonable requirements on firms to qualify to do business. ○ Unnecessary levels or years of experience for contractors to do business must not be required. ○ Excessive bonding increases the costs incurred by the contractor and limits the opportunity for target firms to compete for a contract under a FEMA award. ○ Specifying only a "brand name" product instead of allowing an "equivalent" or "compatible" product. *See* 2 C.F.R. § 200.319(b). *Yes* ☐ *No* ☐	Review the following solicitation and advertising documents to include to determine if the non-state entity restricted competition by setting parameters or evaluation factors determined to be unreasonable and therefore restrictive of competition. Request for Proposal (RFP) ☐ Invitation for Bid (IFB) ☐ Request for Quote (RFQ) ☐ Advertisements ☐ Other: (ex: bonds, evaluations, scoring, etc.) ☐
Did you ensure that your non- state entities didn't use geographic preference in evaluating bids or proposals. There are four exceptions to the prohibition for the use of geographic preferences: ○ State licensing requirements; ○ Architectural and engineering contracts; ○ Mandated by federal law; and ○ Indian Self-Determination and Education Assistance Act. *See 2 C.F.R. § 200.319(c).* *Yes* ☐ *No* ☐	Review your non-state entity's solicitation documents to ensure they did not use geographic preference in the evaluation of bids or proposals. Ensure the following common forms of prohibited geographic preference are excluded from solicitation documents or evaluation: Exclusion of contractors from outside a geographic area; ☐ Allowing price matching from a local vendor; ☐ Reducing the bids submitted by local businesses; ☐ Adding point or percentage weight to evaluation factors; and ☐ Set aside contracts only for resident companies. ☐
Required Contract Provisions	
Note: the federal rules require that NFE contracts contain the applicable provisions described in Appendix II to Part 200 of the Uniform Rules (*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*).	
If the contract exceeds $250,000,did your organization include a Remedies clause? **Note:** AFG must include a penalty clause in all contracts for any AFG-funded vehicle. *Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

If the contract exceeds $10,000, did your organization include a Termination for Cause and Convenience clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work, did your organization include the required Equal Employment Opportunity clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction work and more than $2,000, did your organization include the required Davis-Bacon Act Clause? **Note:** This clause **only** applies to the EMPG, HSGP, NSGP, THSGP, PSGP, IPR, HHPD, and TSGP.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for construction or repair work more than $2,000, did your organization include the required Copeland Anti-Kickback Act Clause? **Note:** This clause is **only** required in situations where the Davis Bacon Act also applies.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract meets the definition of "funding agreement", did your organization include the required Rights to Inventions Made Under a Contract or Agreement clause? **Note:** This clause is **not** required under the PA, HMGP, FMAG, CCP, DCM or IHP-ONA programs, as FEMA Awards under these programs do not meet the definition of "funding agreement".	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract involves the employment of mechanics or laborers, and exceeds $100,000, did your organization include the required Contract Work Hours and Safety Standards Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract exceeds $150,000, did your organization include a Clean Air Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:

If the contract exceeds $150,000, did your organization include a Federal Water Pollution Control Act clause?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract exceeds $25,000, did your organization include a Suspension and Debarment clause? *See* 2 C.F.R. § 180 for additional requirements.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is in excess of $100,000, did your organization include the required clause and Byrd Anti-Lobbying Certification to be signed and filed by the contractor?	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization include a Recovered Materials clause? *See* 2 C.F.R. § 200.323. **Note:** This clause is only applicable to state agencies and political subdivisions of a state.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization include a clause restricting use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system? *See* 2 C.F.R. § 200.216 for additional requirements.	*Yes* ☐ *No* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
If the contract is for the purchase of goods, materials, or products, did your organization include a domestic preference clause? *See* 2 C.F.R. § 200.322.	*Yes* ☐ *No* ☐ *N/A* ☐	Indicate the page number where a FEMA representative can locate the clause in contract document. Pg.:
Did your organization consider including the FEMA recommended provisions outlined in PDAT's Contract Provision's Guide? **Note:** This is not a requirement and contracts will not be deemed noncompliant for failure to include these provisions.		
Socioeconomic Affirmative Steps Requirements		**Supporting Documentation**
Note: NFEs must, at a minimum, take the following six "affirmative steps" to assure that target firms are used when possible. Target firms are minority firms, small businesses, women's business enterprises, and Labor Surplus Areas (LSA) firms. *See* 2 C.F.R. § 200.321.		

Were target firms included on your organization's' solicitation lists?	*Yes* ☐ *No* ☐ *N/A* ☐	Procurement File includes prequalified lists or solicitation lists which include target firms ☐ **Note:** NFEs can use SBA, MBDA, or similar resources to develop these lists.
Were target firms solicited whenever they were potential sources?	*Yes* ☐ *No* ☐ *N/A* ☐	Procurement File includes documentation demonstrating direct solicitation to target firms ☐ **Ex:** Proof of communication and solicitation (i.e., call Notes, emails, etc.
Did your organization divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by target firms?	*Yes* ☐ *No* ☐ *N/A* ☐	Review contract documents that demonstrate compliance with dividing requirements or procurements or justification of why this was not feasible. ☐
Did your organization establish delivery schedules, where the requirement permits, which encourage participation by target firms?	*Yes* ☐ *No* ☐ *N/A* ☐	Review contract documents that demonstrate compliance with establishing delivery schedules or justification of why this was not feasible. ☐
Did your organization use the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce?	*Yes* ☐ *No* ☐ *N/A* ☐	Search results on SBA and MBDA websites ☐ Search results from state databases for target firms ☐ *See* FEMA's Fact Sheet on Utilizing SBA Resources for more assistance on complying with this requirement.
Did your organization require prime contractors that award subcontracts, to also take the steps listed in the five previous boxes above?	*Yes* ☐ *No* ☐ *N/A* ☐	FEMA recommends that NFEs include a contract clause requiring prime contractors to take previous five affirmative steps. *See* PDAT Contract Provisions Guide. ☐

GENERAL CONDITIONS OF BIDDING

These general conditions apply to any procurement of products or services by the City of Seguin. Failure to comply with these General Conditions of Bidding may result in the bid being disqualified.

1. DEFINITION OF TERMS

A. "Bid documents" mean the entire packet of documents provided to bidders, including, but not limited to the General Conditions of Bidding, General Conditions of Agreement, General and/or Technical Specifications, Special and Supplementary Conditions, Information to Bidders, Bid Form(s) and any Addendum.

B. "Bidder" means a person or firm submitting a bid, proposal, or quote to provide equipment, material, and/or services necessary in the performance of these specifications and competing for award of a contract.

C. "Bid" or "Proposal" means an offer to perform or provide the requirements specified herein. "Furnish" or "provide" means to supply, equip, and deliver the specified equipment, material and/or services to the Purchaser.

D. "Formal Bid" is a formally advertised solicitation for acquiring goods, services, and construction that requires a public opening of sealed bids or proposals, generally $50,000 or more.

E. "Informal Bid" is a competitive bid or price quotation for supplies or services under $50,000 that is conveyed by letter, telephone, or other means and does not require a sealed bid, public opening, or public reading of bids.

F. "City", "Purchaser", or" Owner" shall refer to the City of Seguin, PO Box 591, Seguin, Texas 78156-0591.

G. "Contract" means the contract awarded pursuant to this solicitation.

H. "Contractor" or "Vendor" means the bidder to which a contract award has been made by the City.

I. "Purchase Order" means the document issued by the City that creates a legal binding contract between the City and the Contractor and authorizes the Contractor to ship goods pursuant to the contract.

2. SUBMISSION OF BIDS

A. All bids must be on blank forms furnished by the Purchasing Department and must be written in ink or typed. Pencil quotations will not be considered. Proposals must be submitted on the forms or in the format called for in specifications. Each must be executed personally by the bidder, or if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the bidder must accompany the bid. If the bidder is a corporation, the certificate of corporate bidder must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the bid. By execution of the bid, the bidder accepts all general and special conditions of the contract and the specifications.

B. **Forma**l sealed bids and proposals must be received at the date, time, and place specified in the bid document packaged in a sealed envelope (8 1/2" x 11" minimum) clearly marked with the bid or project name, bid number, and date/time of opening, unless otherwise specified. An early postmark will not

suffice. Bids and proposals will be publicly opened and read followed by evaluation and award at a later date**. Formal bids and proposals ($50,000 or higher) may NOT be faxed or submitted via e-mail.**

C. Informal bids are due at the date, time, and place stated in the bid document**. Informal bids (less than $50,000) may be faxed or submitted via e-mail.**

D. Each Bidder agrees that its price will remain firm and subject to acceptance by the City for a period of sixty (60) calendar days from the bid opening date. The prices quoted in the bid shall not be subject to escalation except where otherwise clearly indicated by the Bidder or by the City in bid documents. The basis for the escalation shall be clearly indicated in either case.

E. All information required by the bid documents will be furnished. The bidder will print or type its name, in ink, and manually sign the bid sheet. The bid sheet, with original signatures, must be submitted.

F. All prices shall be quoted as required in the specifications. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price show and the total price shown, the unit price will govern.

G. No change in price will be considered after bids have been opened. The City reserves the right to negotiate prices as submitted by proposal as allowed by state statute.

H. In case of ambiguity or lack of clarity in stating prices in the bid, Purchaser reserves the right to adopt the price written in words or reject the bid. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

I. If this bid is altered, any erasure or alteration of figures on the item on which the erasure or alteration is made must be initialed by signee of this bid.

J. The City reserves the right to extend the bid closing time and date. Notification will be made by addendum.

K. The City reserves the right to increase or decrease the quantity specified, unless the bidder specified otherwise.

3. WITHDRAWAL OF BIDS

A. A Bidder may withdraw a bid before Council acceptance of the bid without prejudice to himself by a written request addressed to the Purchasing Manager.

B. When the mistake was a result of a bidder's negligence, and City has no knowledge of the mistake when bids were opened, and awarded a contract based on the bid, bidder will not be released and shall be bound by the bid.

C. If a mistake is not discoverable and verifiable by the City, bidder's incorrect interpretation of Engineering specifications set forth in a construction contract will not release him from his obligations, once a contract has been awarded by City Council and bidder has received notice of such award.

4. GENERAL CONDITIONS

Bidders will submit their bids or proposals upon the following express conditions:

A. Bidders shall thoroughly examine all drawings, specifications, plans, schedules, instructions, and all other contract documents pertaining to this bid.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials or equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

C. If any bidder is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, they may submit a written request for clarification to the Purchasing Manager. A request for clarification should be submitted by the deadline, if any, indicated in the specifications.

D. All materials, equipment, supplies which are new, non-standard to the City of Seguin, and/or items which are to be listed as an alternate or exception must be pre-approved PRIOR to placing them on a bid proposal. In order to fairly evaluate all bids, sufficient time requirements for possible field testing or demonstrations should be allowed.

E. Bidders are advised that City contracts are subject to all legal requirements under Local, State and Federal statutes, ordinances, and regulations. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.

F. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee.

G. The City of Seguin is committed to maintaining fair and open competition as required by local, state, and federal laws and statutes. Every effort is made to maintain the highest level of ethical conduct in every aspect of the procurement process. Sharp business practices or high-pressure tactics will not be tolerated. Qualification and selection of vendors is based on those vendors who share the same high standards of ethical conduct.

5. DESCRIPTION OF GOODS

A. Any catalog or manufacturer's reference in this bid is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Any such references are made a part of these contract documents as if incorporated verbatim herein.

B. The term "Or Equal", if used, is intended to allow substitution of a brand which has all the essential performance, features, reliability, and other salient characteristics as the brand name and model stated in the item description. "Or Equal" is intended to establish a level of quality and function and is not to be interpreted as a preference for a particular brand. Other brands meeting these minimum requirements will be accepted. Bid submitted on an "Or Equal" item must clearly identify the proposed product, the quantity of the product, model, and type, as applicable.

C. Alternate bids will not be considered unless expressly authorized by the bid documents.

6. PREPARATION OF BID

Bidders will prepare bids in accordance with the following:

A. Specifications are written to encourage competition. The specifications herein shall be the basis of comparison between bidders. There is no intent to discriminate against any supplier or vendor but rather to set a definite standard of performance. Bidders are required to quote services and/or equipment that will meet or exceed the minimum or maximum specifications herein.

B. Any omission in the specifications of any minor requirement necessary to make each unit complete and functional shall not relieve the Supplier of responsibility to furnish any material or equipment necessary.

C. The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

D. Bidders shall not include federal taxes nor State of Texas limited sales, excise and use taxes in bid prices since the City of Seguin is exempt from payment of such taxes under section 151.309 of the Texas Tax Code.

E. By submitting a bid, each bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision.

F. By submitting a bid, each bidder certifies that it does not currently owe any money to the City.

G. The City is exempt from the Federal Excise and Transportation Tax, and the Limited Sales and Use Tax. Unless the bid form or specification specifically indicates otherwise, the price bid must be net exclusive of the above-mentioned taxes and will be so construed.

H. Prompt payment discounts will not be considered in determining low bids and making awards.

7. BID DEPOSIT

No bid deposit will be expected of bidder UNLESS specifications expressly provide otherwise. If a bid bond is required, the submitted bond may be in the form of a cashier's check, cash, a certified check made payable to the City of Seguin or an original bond submitted in the form required by the City in the Bid Documents. The bond shall be executed by a surety authorized by the Texas State Insurance Commission and must be signed by both the surety and the bidder. Should a bid deposit be presented in a form not acceptable to the City, the bid will not be considered.

8. EXCEPTIONS

If Bidder takes exceptions to any provisions of the specifications, the exceptions must be specifically and clearly identified by section in Bidder's bid, and Bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire bid document.

9. ADDENDA

Any clarification or interpretation of the bid, if made, will be made only by written addendum issued through the Purchasing Department and signed by the City of Seguin Purchasing Manager. A copy of such Addendum will be mailed or delivered to each person receiving bids. Addenda to the bid documents may be issued in response to a request for clarification or objection, or for any other reason the City considers advisable. Once issued, an addendum becomes a part of the bid documents. All addenda can be viewed and downloaded at the City's website: www.seguintexas.gov. It is the bidder's responsibility to check this site to determine if the City has issued any addenda. The City will not be responsible for any other explanation or interpretation of the bid made or given prior to the award of the contract.

10. REJECTION OF BIDS

A. The City of Seguin reserves the right to accept or reject any or all bids, and to waive any informalities and technicalities. The City of Seguin shall consider all factors it believes to be relevant in

selecting the offer that provides the best value for the City including, but not limited to, the offered price. Causes for bidder disqualification and rejection of bids may include, but shall not be limited to:

1. Bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Purchaser may make such investigation as is deemed necessary to determine the ability of the Bidder to provide the equipment, material, and/or services as required by this specification and to determine the adequacy of the proposed equipment, material, and/or services. The Bidder shall furnish, upon request, all such data and information requested for this purpose. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

2. Bidder's current violation of any City ordinance.

3. Bidder's misstatement or concealment of any material fact in the bid.

4. Bid or proposal's nonconformance to law or the requirements of the bid specifications.

5. Failure to use or properly complete the bid/proposal form furnished by the City of Seguin.

6. Lack of signature by an authorized representative on the proposal form.

7. Alteration of bid form.

8. Evidence of collusion among proposers.

9. Omission of proposal guarantee (if required).

10. In the event that a bidder is, or subsequently becomes, delinquent in the payment of his, her or its City taxes, including state and local sales taxes, or any other City financial obligation, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract.

11. AWARD

A. The City reserves the right to award a bid or contract to the bidder who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider the following to include but not limited to:

1. Price
2. Reputation of Bidder
3. Work Experience of Bidder
4. Quality of bidder's goods and services
5. Conformance to specifications
6. Bidder's past relationship with the City
7. Total estimated Long-Term Cost in a contract with Bidder
8. Crew availability
9. Material Delivery

B. The City reserves the right to reject or accept all or any combination of bids.

C. The City reserves the right to reject or accept all or any combination of base bid plus alternative bids when alternate bids are called for in bid documents, subject to available funding.

D. Contractor is an independent contractor. Award of a contract does not create a joint venture

between the Contractor and the City.

12. CONTRACT

A. City's Bid Documents combined with the Vendor's response (bid or proposal) submitted to and accepted by the City, constitutes a contract between the City of Seguin and the selected vendor at the time the Seguin City Council awards the contract to such vendor.

B. No further documentation is required, although the contracting parties may supplement the contract with further documentation. By submitting a bid or proposal, the vendor agrees to comply with the Terms and Conditions and other requirements set forth in the Bid Documents and to be further bound to the representations and information the vendor provides in the response.

C. Acceptance of bidder's offer may be in the form of a "Notice of Award", a Purchase Order (P.O.) or a "Contract".

13. RESERVATIONS

THE CITY EXPRESSLY RESERVES THE RIGHT TO ACCEPT, REJECT OR CANCEL ANY AND ALL BIDS and:

A. Waive any defect, irregularity, or informality in any bid or bidding procedure;

B. Reissue a bid invitation or proposal;

C. Procure any item by other allowable means;

D. Waive minor deviations from the specifications when a bid meets the intent of the specifications and consider such bid if it is determined the bid's total cost is lower, the purpose for the bid is improved or not impaired, the bid amounts to the best value for the City, and/or the waiver otherwise results in a measurable benefit on behalf of the City.

E. Extend any contract when most advantageous to the City as provided by original contract conditions.

14. WARRANTIES

A. WARRANTY FOR PRODUCT: The Contractor warrants to the City that all goods delivered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, will be of merchantable quality, good workmanship, free from defects, and fit for all purposes specified in this contract. The Contractor shall not Limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the City. The Contractor will provide copies of applicable warranties or guarantees to the Purchasing Manager. The City may return goods not meeting applicable warranties to the Contractor at the Contractor's expense.

B. WARRANTY FOR PRICE: The City will pay the price for goods specified by the Contractor's bid. The Contractor warrants its price to be no higher than the Contractor's current prices or charges on orders by others for products or services of the kind and specification covered by this bid contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices or charges shall be reduced to Contractor's current prices or charges on orders by others, or in the alternative, City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

C. SAFETY WARRANTY: Contractor warrants that the goods sold to the City conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) as amended. In the event the goods do not so conform, the Contractor must correct or

replace the goods at the Contractor's expense. If the Contractor fails to do so within a reasonable time, the City, at its discretion, may cause the correction to be made at the Contractor's expense, or may return the goods at the Contractor's expense and terminate this contract.

15. PROTESTS

A. The City Council is the final authority on issues relating to this contract. The Purchasing Manager is the City's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence.

B. Any protest to the City's consideration of any bid must be submitted in writing and delivered to the City of Seguin, ATTN: Purchasing Manager.

C. The protest may be delivered in person to the Purchasing office located at 211 North River, Seguin, Texas, or by certified mail, return receipt requested, to the following address: City of Seguin, Purchasing Department, ATTN: Purchasing Manager, PO Box 591, Seguin, Texas 78156-0591.

D. The written protest must include the following information before it may be considered by the City:

1. Name, mailing address, and business phone number of the protesting party;
2. Identification of the bid or proposal being protested;
3. A precise and concise statement of the reason/reasons for the protest which should provide enough factual information to enable the City to determine the basis of the protest;
4. Any documentation or other evidence supporting the protest.

E. The Purchasing Department, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the City's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager. If the Purchasing Department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager.

F. A request for the City Manager's review must be in writing and received by the Purchasing Department within three (3) business days from the date the Purchasing Department informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing Department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above. If the protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no further review by the City is required. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing Department before review by the City Manager. If the protesting party requests a review by the City Manager, such documentation will be forwarded to the City Manager for consideration. The City Manager may likewise notify the protesting party or any City department to provide additional information.

G. The decision reached by the City Manager will be final, but the protesting party may still appear before the City Council during the hearing of citizens' session.

16. SHIPMENT & DELIVERY

A. Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping location in Seguin, Texas unless otherwise specified in the bid documents. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned.

B. The bidder certifies all materials, parts, and equipment supplied or represented in response to this bid shall be new and unused unless noted elsewhere in the bid documents.

C. The title and risk of loss of the goods will not pass to the City until receipt and acceptance takes place at the FOB point. The City department receiving deliveries or issuing purchase orders under this contract will inspect and accept any and all deliveries made and may reject those items which are damaged or which do not conform to the specifications. The Contractor is responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries at no additional cost.

D. Delivery dates pertaining to this specification must be clearly stated in the bid form where required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disqualified. Proposed delivery time must be specific and such phrases "as required", "as soon as possible", or "prompt" may result in disqualification of the bid.

E. Vendor must keep the City advised as to the status of the delivery. When delivery delay can be foreseen, the Vendor shall give prior notice to the City.

F. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

17. REJECTIONS

A. Delivered articles not in accordance with samples and specifications must be removed by the bidder at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by the City's Purchasing Manager or his/her designated representative.

B. All articles enumerated in the proposal shall be subject to inspection or delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be reported to the Purchasing Manager who shall have the right to reject the whole or any part of the same.

18. PAYMENTS

A. Payment of invoices by the City shall be made thirty (30) days after receipt and acceptance of all equipment or performance of services covered by each purchase order or following the receipt of an accurate invoice, whichever is later, in compliance with state statute. Bidder shall state his bid in accordance with the standard payment terms and conditions of the City of Seguin of Net 30 days. All bids must be stated in terms of dollars and cents, the bidder's lowest, best, and final price.

B. Invoices submitted or otherwise used pursuant to the bid awarded under this IFB shall be presented to the City in the following form and content:

1. Each invoice must reference the City of Seguin contract, agreement, or P.O. number;

2. Only one contract, agreement, or project shall be billed on a particular invoice;

3. Each invoice must have a billing or invoice number and an Invoice Total.

C. The invoice requirements stated herein shall not be read to disallow or exclude other information

that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

19. ASSIGNMENT

No right or interest in the contract shall be assigned, nor delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

20. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

21. FORCE MAJEURE

In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events reasonably outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

22. GRATUITIES

The City may, by written notice to the Vendor, cancel this contract without liability to the City if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event City, as set forth in this paragraph, cancels this contract the City shall be entitled to recover from the Vendor all additional costs incurred by City as a result of the cancellation.

23. TERMINATION

A. DEFAULT: Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within 10 days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed 10 days will authorize the other party to terminate this agreement by written notice.

B. CONVENIENCE: The City reserves the right to terminate this contract upon 30 days written notice for any reason deemed by the City Council to serve the public interest. Termination for convenience will not be made when termination is authorized under any other provisions of this contract. In the event of such termination the City will pay the Contractor those costs directly attributable to supplies obtained in compliance with the contract prior to termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the normal course of doing business. The City is not liable for loss of any profits anticipated to be made hereunder.

C. FUNDING: The City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

D. FUNDING OUT: The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeur shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.

24. ENTIRETY OF AGREEMENT/AMENDMENTS

This and the other documents in the bid package represent the entire agreement between the parties relating to the subject matter of this contract. Any prior agreements, promises, negotiations, or representations between the parties are not binding unless included in this contract. All amendments to this contract must be in writing and executed by both parties.

25. SEVERABILITY

In case any one or more of the provisions contained in this contract is held to be invalid or unenforceable in any respect by a court of proper jurisdiction, the invalidity, illegality or unenforceability will not affect any other provision of this contract, and this contract will be construed as if the invalid or unenforceable provision was not contained herein.

26. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

27. INDEMNITY

THE VENDOR WILL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FROM ANY AND ALL LAWSUITS, CLAIMS, DEMANDS AND CAUSES OF ACTION OF ANY KIND ARISING FROM THE NEGLIGENT OR INTENTIONAL ACTS ERRORS OR OMISSIONS OF THE VENDOR, ITS OFFICERS, EMPLOYEES OR AGENTS. THIS WILL INCLUDE, BUT NOT BE LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTEREST, COURT COSTS, REASONABLE LEGAL FEES, AND ALL OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF ANY PARTY, INCLUDING THE AMOUNTS OF ANY DAMAGES OR AWARDS RESULTING FROM CLAIMS DEMANDS AND CAUSES OF ACTION FOR PERSONAL INJURIES, DEATH OR DAMAGES TO PROPERTY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS, COPYRIGHTS, AND TRADEMARKS AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS, DEMANDS, OR CAUSES OF ACTION OF EVERY CHARACTER OCCURRING, RESULTING, OR ARISING FROM ANY NEGLIGENT OR INTENTIONAL WRONGFUL ACT, ERROR OR OMISSION OF THE VENDOR OR ITS AGENTS OR EMPLOYEES. THIS OBLIGATION BY THE VENDOR WILL NOT BE LIMITED BY REASON OF THE SPECIFICATION OF ANY PARTICULAR INSURANCE COVERAGE REQUIRED UNDER THIS AGREEMENT.

28. PATENTS

The bidder agrees to indemnify and save harmless the City, the Purchasing Manager, and his/her assistants from all suits and actions of every nature and description brought against it or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes are used.

29. CONFIDENTIALITY

The City of Seguin is governed by the Public Information Act ("The Act"), Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under The Act. On each page where proprietary information appears, information considered confidential must be labeled. Failure to so label the proprietary or confidential information shall be considered as a waiver of any confidentiality rights or interests. Disclosure of requested information will be determined in accordance with the Texas Public Information Act. You are not encouraged to submit such data and information unless it is absolutely required to understand and evaluate your response. If such data and information is submitted, you agree that the

City shall not be liable for disclosure of such data and information and hereby release the City from any liability. In the event a request for public information is filed with the City which involves information labeled as confidential, you will be notified by the City of the request so that you will have an opportunity to contact the Attorney General as to why such information should not be released.

30. ANTI-LOBBYING PROVISION

Bidders are prohibited from directly or indirectly communicating with City Council members regarding the Bidder's qualifications or any other matter related to the eventual award of a contract for the services requested under this Invitation for Bids. Bidders are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the Bidder from the selection process.

Upon issuance of the Invitation for Bids, all bidder communications and requests for clarification or objections shall be directed in writing to the Purchasing Manager for response, determination and dissemination to all bidders. Any communication by bidders or their representatives toward other city officers or employees regarding this Invitation for Bids or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A lobbyist or a proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

31. CONFLICT OF INTEREST

A person or vendor seeking to contract with the City must file a Conflict of Interest Questionnaire (CIQ) if the person has a business relationship with the City, and either: has a business relationship with a city official or a city official's family member; or has given a gift worth more than $250 to a city official or city official's family member within the previous 12-month period. A vendor required to file a CIQ must do so with the City's Purchasing Manager within seven business days of: (1) beginning contract discussions with the city; (2) submitting to the City an application, response to a request for proposals or bid; or (3) learning of the existence of the applicable business relationship. Vendors should see Texas Local Government Code Chapter 176 in an effort to determine its applicability. The conflict of interest questionnaire form is included herein and is available from the Texas Ethics Commission at www.ethics.state.tx.us.

32. CERTIFICATE OF INTERESTED PARTIES

Texas Government Code, Sections 2252.908 requires a business entity to submit a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity following the guidelines prescribed by the Texas Ethics Commission at www.ethics.state.tx.us . The law applies to contracts that require an action or vote by the governing body of the governmental entity before the contract is signed. The Form 1295 is included herein. The completed Form 1295 must be submitted electronically by the business entity to the state. A copy of the certified Form 1295 including the certification number generated by the state must be provided to the City of Seguin at the time a bid or proposal is submitted. Information on the Form 1295 may be considered by the City during bid evaluation and award. The City will only officially acknowledge the Form 1295 submitted by the awarded vendor which will cause it to be publicly posted on the Texas Ethics Commission website.

33. ANTI-DISCRIMINATION IN EMPLOYMENT

The Bidder, if permitted, certifies complete compliance with the Federal Civil Rights Law and the American with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs and

services shall include, but not be limited to, the following employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other compensation; and selection for training, including apprenticeship.

34. COMPLIANCE WITH FEDERAL WAGE AND TAX LAWS

The Bidder shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Income Tax Withholding, Workers' Compensation, pensions and similar matters.

35. LOCAL VENDOR PREFERENCE POLICY

Texas Local Government Code, Sections 271.905(a) and 271.9051 allow the City to consider a vendor's principal place of business in awarding certain contracts by way of competitive bids. This consideration is in effect to promote economic development opportunities through the contract by employing local residents and increasing tax revenue. The City of Seguin applies a local vendor preference to bids in compliance with state statute.

36. ANTI ISRAEL CERTIFICATION

In compliance with Texas legislature HB 89, by bidding on or accepting an order to provide goods or services to the City of Seguin, the vendor /supplier certifies that the company does not boycott Israel and will not do so at any time while doing business with the City of Seguin.

37. ENERGY BOYCOTT PROHIBITED

In compliance with Texas legislature **S.B. 13 (Birdwell/P. King) – Energy Boycott**: among other things, prohibits a city from entering into a contract with a value of $100,000 or more that is to be paid from public funds with a company with more than 10 full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

38. FIREARMS

In compliance with Texas legislature **S.B. 19 (Schwertner/Capriglione) – Firearms**: among other things, (1) prohibits a governmental entity from entering into a contract with a value of $100,000 or more that is to be paid from public funds with a company with more than 10 full-time employees for the purchase of goods or services unless the contract contains a written verification from the company that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and (2) provides that the prohibition in (1) does not apply to a city that (a) contracts with a sole-source provider, or (b) the city does not receive any bids from a company that is able to provide the required verification required by (1)

39. NOTICES

All notices called for or required by this agreement will be addressed to Purchasing Manager, City of Seguin, 205 N. River Street, Seguin, Texas 78155, or such other party or address as either party designates in writing, by certified mail, postage pre-paid, or by hand delivery, and will be effective five days after mailing.

40. STATE AND FEDERAL FUNDED PROCUREMENTS

The City of Seguin follows State of Texas and Federal 2 CFR 200.318-326 and Appendix II to Part 200 procurement law and guidance in the purchasing and contract management of goods and services funded by state and/or federal funds. Additional policy guidance is contained in the City of Seguin Purchasing Policy which addresses the City's requirements pertaining to the procurement and

expenditure of local, state and federal funds.

41. QUESTIONS

Questions regarding interpretation of specifications, bids, bid results or bid awards should be directed in writing to the Buyer indicated in the General and/or Technical Specifications or to the Purchasing Manager, abruns@seguintexas.gov and be referenced by bid number and bid title.

Formal Bid Request Form

Purpose: This form is designed to help departments communicate their bidding requirements effectively. Please fill out the information below to specify the type of bid needed.

Department:

Contact Person:

Account # For Bid Advertisement:

Bid Details

1. Type of Bid Requested:
(Please check one)

- ☐ Request for Quotation (RFQ)
- ☐ Request for Proposal (RFP)
- ☐ Invitation to Bid (ITB)
- ☐ Purchasing Co-op

2. Brief description of Goods/Services needed & attach scope of work/specifications.

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3. Estimated Budget & Type of Funds being used:

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4. Desired Closing Date: Takes approximately 4 - 6 weeks.

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5. Additional Notes or Considerations:

Department Signature

Date

Instructions:
Please complete this form and return it to the purchasing department. If you have any questions, feel free to contact us.

Thank you!

ITB – When specification or statement of work is well defined. Typically better suited for goods but could be used for services with well-defined routine type services.

RFP – When you are requesting that each proposer develop or provides ideas or solutions because you don't have complete specifications. You know the desired outcome, but not how to get there. Services would typically be better done with an RFP.

RFQ – When contracting for professional services that don't require the competitive solicitation process or when doing a two step process that starts with the qualifications only and then pricing requested in the second step.

CO-OP - Have Purchasing search through all the available CO-OP's for an existing already competed contract. Cooperative purchasing is an arrangement in which multiple businesses combine their buying requirements onto a single contract and aggregate volume to enhance their purchasing power.

SEGUIN TEXAS
It's real.

Memorandum

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

From: Timothy J. Howe, Director of Utilities

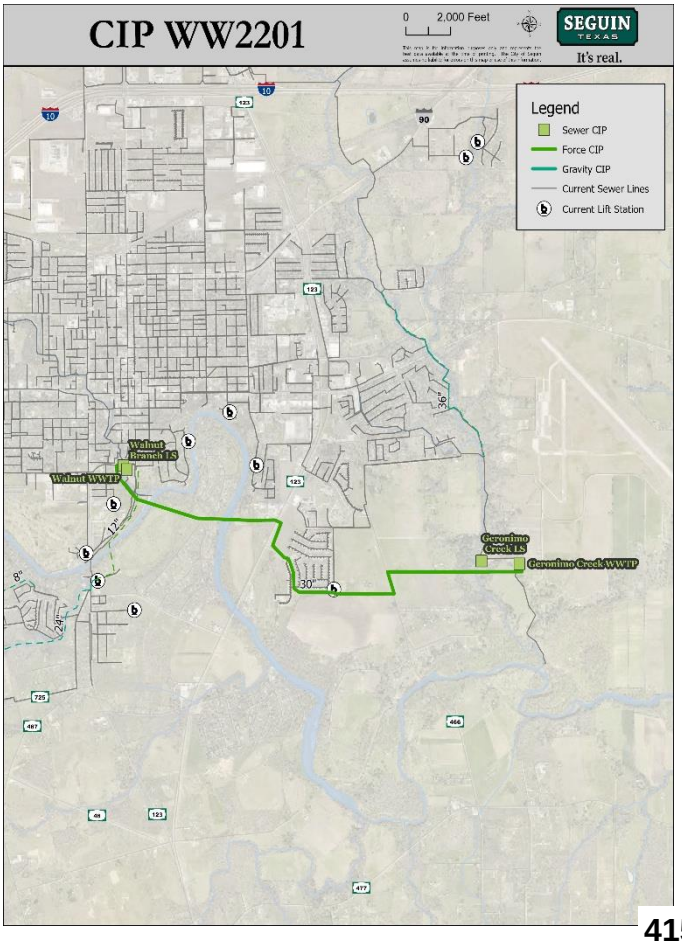
Through: Rick Cortes, Deputy City Manager

Subject: Resolution authorizing the City Manager to enter into an agreement with Cash Construction Co. Inc., in the amount of $29,000,000.00 for the construction of the Geronimo Creek Pipeline Project; and declaring an effective date.

Date: September 2, 2025

Historical Background

On July 7, 2020, Council approved an engineering services proposal for the design, bidding, and construction phase services for the Geronimo Creek Wastewater Treatment Plant (WWTP) Expansion. This included the decommissioning of the Walnut Branch WWTP and conveying the flow to the Geronimo Creek WWTP. The design and construction of two raw sewage force mains will convey the flow from the new Walnut Branch Lift Station to the expanded Geronimo Creek WWTP.



Action Requested

Consider a resolution authorizing the award of a construction contract to install approximately 38,000 linear feet of 30" double-barrel high density polyethylene (HDPE) force main, 6,600 linear feet 14" HDPE force main, 38,500 linear feet of 4" double barrel Poly Vinyl Chloride (PVC) conduit for future fiber optic installation and replacement of the Starcke Park asphalt walking trail with all other necessary appurtenances.

Procurement Methodology & Funding Source

Eight (8) sealed bids were received at Seguin City Hall on August 12, 2025, at 3:00 P.M. to begin construction. The total bid amounts for the eight bidders ranged from $26,112,007.50 from Cash Construction Co. Inc., of Pflugerville to $46,452,848.00 from Zachry Construction Company, Inc. of San Antonio.

Funding for this project has been secured through certificates of obligation.

Staff Recommendation

It is recommended that Cash Construction Co. Inc. be awarded a construction contract for $26,112,007.50, plus $2,887,992.50 in contingencies, for a total amount of $29,000,000.00. TRC conducted reference checks and found that Cash Construction Co. Inc. has completed similar projects to the satisfaction of the Owners and Engineers.

The Contractor has a bid bond and will be required to furnish a Standard Form of Agreement, Performance Bond, and Payment Bond to the City. The construction completion period is seven hundred and fifty (750) consecutive calendar days.

ATTACHMENTS

1. Resolution - Geronimo Creek Pipeline Project
2. TRC Bid Evaluation and Award Recommendation Letter

CITY OF SEGUIN **RESOLUTION NO._____**

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS AWARDING A BID TO CASH CONSTRUCTION CO. INC. FOR THE CONSTRUCTION OF THE GERONIMO CREEK PIPELINE PROJECT TO INCLUDE VARIOUS APPURTENANCES; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CASH CONSTRUCTION CO. INC.; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City Council previously approved an engineering services proposal for the design, bidding, and construction phase services for the Geronimo Creek Wastewater Treatment Plant (WWTP) Expansion; and

WHEREAS, this includes the decommissioning of the Walnut Branch WWTP and conveying the flow to the Geronimo Creek WWTP; and

WHEREAS, the design and construction of two raw sewage force mains will convey flow from the new Walnut Branch Lift Station to the expanded Geronimo Creek WWTP; and

WHEREAS, the above referenced project is to install approximately 38,000 linear feet of 30" double-barrel high density polyethylene (HDPE) force main, 6,600 linear feet 14" HDPE Force Main, 38,500 linear feet of 4" double barrel poly vinyl chloride (PVC) conduit for future fiber optic installation, replacement of the Starcke Park asphalt walking trail with all other necessary appurtenances; and

WHEREAS, the City solicited bids for the construction of the Geronimo Creek Pipeline Project to include various appurtenances; and

WHEREAS, eight bids were received ranging from a low bid of $26,112,007.50 to a high bid of $46,452,848.00; and

WHEREAS, reference checks on projects supplied by the bidding contractors found that Cash Construction Co. Inc. has completed projects to the satisfaction of the Owners and Engineers.

WHEREAS, based on the reference checks, City staff recommends accepting the low bid of $26,112,007.50 submitted by Cash Construction Co. Inc. plus $2,887,992.50 in contingency for a total amount of $29,000,000.00; and

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

Part 1. The City Council of Seguin, Texas, hereby approves the bid submitted by Cash Construction Co. Inc. in the amount of $26,112,007.50 for the construction of the Geronimo Creek Pipeline Project to include various appurtenances, plus $2,887,992.50 in contingency for a total amount of $29,000,000.00.

Part 2. The City Manager is authorized to enter into an agreement with Cash Construction Co. Inc., for the construction of the Geronimo Creek Pipeline Project to include various appurtenances.

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

PASSED AND APPROVED this 2nd day of September 2025.

_____
DONNA DODGEN, MAYOR

ATTEST:

_____
Kristin Mueller
City Secretary

TRC

505 East Huntland Drive
Suite 250
Austin, Texas 78752

t 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

August 20, 2025

Mr. Tim Howe, Director of Utilities
City of Seguin
205 N. River Street
Seguin, Texas 78155

RE: Geronimo Creek Pipeline Project (Bid No. AF-2025-14)
Bid Recommendation

Dear Mr. Howe:

Eight sealed bids were received at Seguin City Hall on August 12, 2025 for the above-referenced project. The bids were opened and read aloud at 3:00 P.M. The project consists of the following:

1. Approximately 18,700 linear feet of double barrel 30" HDPE force main pipeline, used for transporting wastewater from the proposed Walnut Branch Lift Station to the Geronimo Creek WWTP. The pipeline includes two river crossings, two TxDOT road crossings and the crossing of Geronimo Creek.

2. Approximately 6,400 linear feet of 14" HDPE force main pipeline for transporting wastewater from the Gateshead Lift Station to the Geronimo Creek WWTP.

The total base bid proposal amounts (Proposals I, II and III) for the eight bidders ranged from $26,112,007.50 from Cash Construction Company, Inc. of Pflugerville to $46,389,848.00 from Zachary Underground and Utility Services, Inc. of San Antonio. The base bid consisted of using horizontal directional drilling (HDD) for installation of the force main and fiber optic pipes for the two (2) river crossings. An alternate bid was included for river crossings installation by micro-tunnelling; however, the alternate bid costs were significantly higher than the HDD installation.

TRC conducted reference checks and found that the low bidder, Cash Construction Company, Inc. has completed similar projects to the satisfaction of the Owners and Engineers. The Contractor has a bid bond and will be required to furnish a Standard Form of Agreement, Performance Bond and Payment Bond to the City. The construction completion period is five hundred forty (540) consecutive calendar days.

It is recommended that Cash Construction Company, Inc. be awarded the construction project base bid in the amount of $26,112,007.50. A detailed bid tabulation is attached for your reference.

If you have any other questions or comments, please do not hesitate to contact this office.

Sincerely,

Craig Bell

H. Craig Bell, P.E.
Austin Engineering Director - DMS

Attachment: Bid Tabulation

City of Seguin
Geronimo Creek Pipeline Project
Bid No. AF-2025-14
Bid Tabulation
August 12, 2025 - 3:00 PM

				Cash Construction Company, Inc. 217 Kingston Lacy Boulevard Pflugerville, TX 78660		Pate Garver, LP 7600 S. Santa Fe Dr., Bldg. A1 Houston, TX 77061		Ella S.A. Contracting, LP 10536 FM 1560 North San Antonio, TX 78254	
Item	**Description**	**Qty.**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
PROPOSAL I - BASE BID									
P.I.1	Performance and Payment Bonds	1	LS	$160,000.00	$160,000.00	$160,000.00	$160,000.00	$245,000.00	$245,000.00
P.I.2	Mobilization/Demobilization	1	LS	$79,000.00	$79,000.00	$650,000.00	$650,000.00	$578,101.35	$578,101.35
P.I.3	Topographical Survey	1	LS	$160,000.00	$160,000.00	$17,300.00	$17,300.00	$37,562.70	$37,562.70
P.I.4	Vegetation Removal	1	LS	$150,000.00	$150,000.00	$8,600.00	$8,600.00	$172,674.60	$172,674.60
P.I.5	30" HDPE Force Main	37,532	LF	$175.00	$6,568,100.00	$180.00	$6,755,760.00	$167.97	$6,304,250.04
P.I.6	Hwy. 123 TxDOT Utility Crossings (Bores)	1	LS	$1,030,000.00	$1,030,000.00	$1,108,000.00	$1,108,000.00	$1,312,879.30	$1,312,879.30
P.I.7	FM 466 TxDOT Utility Crossings (Bores)	1	LS	$360,000.00	$360,000.00	$539,200.00	$539,200.00	$552,877.80	$552,877.80
P.I.8	Geronimo Creek Utility Crossings (Bores)	1	LS	$980,000.00	$980,000.00	$104,500.00	$104,500.00	$1,613,621.90	$1,613,621.90
P.I.9	48" Casing Pipe with Carrier Pipe (open cut)	630	LF	$887.00	$558,810.00	$780.00	$491,400.00	$699.10	$440,433.00
P.I.10	24" Casing Pipe with Carrie Pipe (open cut)	120	LF	$564.00	$67,680.00	$390.00	$46,800.00	$526.15	$63,138.00
P.I.11	30" Force Main (by Horiz Direct Drilling) (STA 8+70)	2	EA	$450,000.00	$900,000.00	$198,400.00	$396,800.00	$805,943.30	$1,611,886.60
P.I.12	30" Force Main (by Horiz Direct Drilling) (STA 53+20)	2	EA	$500,000.00	$1,000,000.00	$205,000.00	$410,000.00	$744,347.35	$1,488,694.70
P.I.13	4" Fiber Conduit (by Horiz Direct Drilling) (STA 8+70)	2	EA	$67,000.00	$134,000.00	$14,900.00	$29,800.00	$92,688.70	$185,377.40
P.I.14	4" Fiber Conduit (by Horiz Direct Drilling) (STA 53+20)	2	EA	$68,000.00	$136,000.00	$10,600.00	$21,200.00	$92,688.70	$185,377.40
P.I.15	Additional Mobilization/Demobilization (for HDD only)	1	LS	$56,000.00	$56,000.00	$95,000.00	$95,000.00	$28,860.60	$28,860.60
P.I.16	Isolation Valve Vaults	12	EA	$240,000.00	$2,880,000.00	$355,400.00	$4,264,800.00	$259,862.65	$3,118,351.80
P.I.17	Coating for Isolation Valve Vaults	1	LS	$130,000.00	$130,000.00	$255,600.00	$255,600.00	$181,331.40	$181,331.40
P.I.18	Air Release Valve Vaults	12	EA	$81,500.00	$978,000.00	$53,000.00	$636,000.00	$72,323.70	$867,884.40
P.I.19	Air Release Valve Vaults (STA 57+30/109+40)	1	LS	$48,000.00	$48,000.00	$42,000.00	$42,000.00	$102,070.00	$102,070.00
P.I.20	Pipe Cement Stablized Sand Backfill	12	LF	$349.00	$4,188.00	$6,500.00	$78,000.00	$318.55	$3,822.60
P.I.21	Concrete Drainage Structure (STA 60+20)	1	LS	$22,000.00	$22,000.00	$29,500.00	$29,500.00	$26,068.65	$26,068.65
P.I.22	Concrete Drainage Structure (STA 104+65)	1	LS	$21,000.00	$21,000.00	$24,500.00	$24,500.00	$44,800.35	$44,800.35
P.I.23	18" Storm Sewer Concrete Headwalls (2)	1	LS	$10,000.00	$10,000.00	$7,500.00	$7,500.00	$49,039.50	$49,039.50
P.I.24	Remove/Replace 18" Storm Sewer Pipe	223	LF	$115.00	$25,645.00	$50.00	$11,150.00	$105.15	$23,448.45
P.I.25	4" PVC Conduit for Fiber Optic	37,832	LF	$15.00	$567,480.00	$40.00	$1,513,280.00	$14.24	$538,727.68
P.I.26	Handholes (for 4" Conduit)	19	EA	$6,490.00	$123,310.00	$32,500.00	$617,500.00	$9,167.90	$174,190.10
P.I.27	30" Steel Casing Pipe for Future Utility	1	LS	$21,000.00	$21,000.00	$52,000.00	$52,000.00	$17,299.20	$17,299.20
P.I.28	24" Steel Casing Pipe for Future Utility	3	EA	$22,000.00	$66,000.00	$27,400.00	$82,200.00	$26,274.45	$78,823.35
P.I.29	30" HDPE Force Main Connection	2	EA	$3,370.00	$6,740.00	$56,800.00	$113,600.00	$31,549.95	$63,099.90
P.I.30	30" Force Main HDD to HDPE Connection	8	EA	$25,000.00	$200,000.00	$14,200.00	$113,600.00	$27,426.00	$219,408.00
P.I.31	30" HDPE/DI Force Main Connection	2	EA	$21,000.00	$42,000.00	$18,200.00	$36,400.00	$27,426.00	$54,852.00
P.I.32	4" PVC Fiber Conduit Connection	4	EA	$801.00	$3,204.00	$550.00	$2,200.00	$2,380.75	$9,523.00
P.I.33	Grouted Rock Rip Rap	45	SY	$244.00	$10,980.00	$160.00	$7,200.00	$176.20	$7,929.00
P.I.34	Turf Reinforcement Mat	2,500	SY	$6.00	$15,000.00	$20.00	$50,000.00	$13.20	$33,000.00
P.I.35	Asphalt Road (Roddy property)	1	LS	$56,000.00	$56,000.00	$95,000.00	$95,000.00	$51,750.05	$51,750.05
P.I.36	Asphalt Trail (Starcke Park)	670	SY	$122.00	$81,740.00	$80.00	$53,600.00	$52.10	$34,907.00
P.I.37	Remove/Replace Asphalt Roads	645	LF	$169.00	$109,005.00	$520.00	$335,400.00	$60.30	$38,893.50
P.I.38	Tree Protection	5,528	LF	$8.00	$44,224.00	$9.00	$49,752.00	$5.32	$29,408.96
P.I.39	Tree Removal/Disposal	1	LS	$160,000.00	$160,000.00	$124,000.00	$124,000.00	$95,240.05	$95,240.05
P.I.40	Seeding	32	AC	$4,480.00	$143,360.00	$2,800.00	$89,600.00	$5,632.50	$180,240.00
P.I.41	Buffalo Grass (Roddy property)	1	AC	$6,580.00	$6,580.00	$4,300.00	$4,300.00	$11,174.85	$11,174.85
P.I.42	Silt Fence	39,532	LF	$6.00	$237,192.00	$3.00	$118,596.00	$2.96	$117,014.72

City of Seguin
Geronimo Creek Pipeline Project
Bid No. AF-2025-14
Bid Tabulation
August 12, 2025 - 3:00 PM

				Cash Construction Company, Inc. 217 Kingston Lacy Boulevard Pflugerville, TX 78660		Pate Garver, LP 7600 S. Santa Fe Dr., Bldg. A1 Houston, TX 77061		Ella S.A. Contracting, LP 10536 FM 1560 North San Antonio, TX 78254	
Item	**Description**	**Qty.**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
P.I.43	Construction Signs	4	EA	$1,080.00	$4,320.00	$4,700.00	$18,800.00	$1,154.45	$4,617.80
P.I.44	Stabilized Construction Entrances	1	LS	$74,000.00	$74,000.00	$17,300.00	$17,300.00	$63,314.25	$63,314.25
P.I.45	Field Gates (livestock fences)	22	EA	$3,100.00	$68,200.00	$3,900.00	$85,800.00	$2,886.05	$63,493.10
P.I.46	Remove/Replace Wire Fencing	2,000	LF	$16.00	$32,000.00	$20.00	$40,000.00	$21.30	$42,600.00
P.I.47	Remove/Replace Livestock Fencing	161	LF	$16.00	$2,576.00	$30.00	$4,830.00	$24.75	$3,984.75
P.I.48	Temporary Wire Fencing (Dougherty Property)	1	LS	$65,000.00	$65,000.00	$17,300.00	$17,300.00	$65,196.15	$65,196.15
P.I.49	Inset Livestock Gate (Dougherty Property)	1	LS	$5,770.00	$5,770.00	$8,200.00	$8,200.00	$14,221.10	$14,221.10
P.I.50	Inductive Tracer Detection Wire	56,832	LF	$0.25	$14,208.00	$1.00	$56,832.00	$0.23	$13,071.36
P.I.51	Inductive Tracer Detection Tape	56,832	LF	$0.25	$14,208.00	$1.00	$56,832.00	$0.23	$13,071.36
P.I.52	Remove/Replace Barricade Fence (Dougherty Property)	1	LS	$31,000.00	$31,000.00	$8,600.00	$8,600.00	$5,194.09	$5,194.09
P.I.53	Traffic Control Systems	1	LS	$44,000.00	$44,000.00	$25,900.00	$25,900.00	$17,316.35	$17,316.35
P.I.54	16" pipe Vertical Realignment	1	LS	$31,000.00	$31,000.00	$29,500.00	$29,500.00	$44,602.40	$44,602.40
P.I.55	8" pipe Vertical Realignment	1	LS	$15,000.00	$15,000.00	$29,500.00	$29,500.00	$7,024.00	$7,024.00
P.I.56	1-1/2" Water Main (Dougherty property)	1	LS	$21,000.00	$21,000.00	$16,200.00	$16,200.00	$39,781.25	$39,781.25
P.I.57	OSHA (trench and/or excavation safety)	57,282	LF	$0.75	$42,961.50	$2.00	$114,564.00	$1.44	$82,486.08
P.I.58	Electrical Work (Roddy property)	1	LS	$75,000.00	$75,000.00	$101,300.00	$101,300.00	$57,982.70	$57,982.70
P.I.59	Remove/Re-Install Power Pole	1	EA	$26,000.00	$26,000.00	$34,900.00	$34,900.00	$14,202.35	$14,202.35
P.I.60	Stabilize Power Pole	1	EA	$9,930.00	$9,930.00	$13,100.00	$13,100.00	$4,430.15	$4,430.15
P.I.61	Temporary Walking Trail (Starcke Park)	1	LS	$31,000.00	$31,000.00	$10,800.00	$10,800.00	$38,428.28	$38,428.28
P.I.62	Temporary Rock Check Dam	10	EA	$2,070.00	$20,700.00	$2,700.00	$27,000.00	$4,177.00	$41,770.00
P.I.63	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	$41,000.00	$41,000.00	$8,600.00	$8,600.00	$15,652.90	$15,652.90
P.I.64	Bid Allowance	1	LS	$2,500,000.00	$2,500,000.00	$2,500,000.00	$2,500,000.00	$2,500,000.00	$2,500,000.00
	TOTAL PROPOSAL I - BASE BID				**$21,521,111.50**		**$22,867,496.00**		**$24,145,474.32**
PROPOSAL II - 14" FORCE MAIN									
P.II.1	Performance and Payment Bonds	1	LS	$9,810.00	$9,810.00	$21,000.00	$21,000.00	$48,312.70	$48,312.70
P.II.2	Topographical Survey	1	LS	$42,000.00	$42,000.00	$17,300.00	$17,300.00	$6,549.05	$6,549.05
P.II.3	10" HDPE Force Main	186	LF	$79.00	$14,694.00	$730.00	$135,780.00	$79.55	$14,796.30
P.II.4	8" Force Main Connection (Gateshead Lift Station)	1	LS	$26,000.00	$26,000.00	$16,200.00	$16,200.00	$17,090.80	$17,090.80
P.II.5	Bypass Pumping Systems	1	LS	$37,000.00	$37,000.00	$34,500.00	$34,500.00	$44,835.05	$44,835.05
P.II.6	14" HDPE Force Main	6,400	LF	$77.00	$492,800.00	$150.00	$960,000.00	$60.68	$388,352.00
P.II.7	14" HDPE Force Main Connection	1	LS	$8,490.00	$8,490.00	$102,700.00	$102,700.00	$8,201.75	$8,201.75
P.II.8	FM 466 TxDOT Utility Crossing (Bore)	1	LS	$89,000.00	$89,000.00	$80,200.00	$80,200.00	$97,003.80	$97,003.80
P.II.9	Geronimo Creek Utility Crossing (Bore)	1	LS	$240,000.00	$240,000.00	$35,100.00	$35,100.00	$282,973.95	$282,973.95
P.II.10	Isolation Valve Vault Extension	4	EA	$43,000.00	$172,000.00	$27,600.00	$110,400.00	$52,046.70	$208,186.80
P.II.11	Coating for Isolation Valve Vault Extension	1	LS	$34,000.00	$34,000.00	$180,100.00	$180,100.00	$37,401.60	$37,401.60
P.II.12	Air Release Valve Vault Extension	3	EA	$27,000.00	$81,000.00	$23,400.00	$70,200.00	$69,443.55	$208,330.65
P.II.13	Single Pipe Isolation Valve Vault	1	LS	$49,000.00	$49,000.00	$44,100.00	$44,100.00	$43,088.00	$43,088.00
P.II.14	Inductive Tracer Detection Wire	6,550	LF	$0.25	$1,637.50	$1.00	$6,550.00	$0.23	$1,506.50
P.II.15	Inductive Tracer Detection Tape	6,550	LF	$0.25	$1,637.50	$1.00	$6,550.00	$0.23	$1,506.50
P.II.16	OSHA (trench and/or excavation safety)	6,550	LF	$6.00	$39,300.00	$2.00	$13,100.00	$1.44	$9,432.00
	TOTAL PROPOSAL II - 14" FORCE MAIN				**$1,338,369.00**		**$1,833,780.00**		**$1,417,567.45**

City of Seguin
Geronimo Creek Pipeline Project
Bid No. AF-2025-14
Bid Tabulation
August 12, 2025 - 3:00 PM

				Cash Construction Company, Inc. 217 Kingston Lacy Boulevard Pflugerville, TX 78660		Pate Garver, LP 7600 S. Santa Fe Dr., Bldg. A1 Houston, TX 77061		Ella S.A. Contracting, LP 10536 FM 1560 North San Antonio, TX 78254	
Item	**Description**	**Qty.**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
PROPOSAL III - STARCKE PARK TRAIL REPLACEMENT									
P.III.1	Performance and Payment Bonds	1	LS	$25,000.00	$25,000.00	$200,000.00	$200,000.00	$24,820.15	$24,820.15
P.III.2	Mobilization/Demobilization	1	LS	$17,000.00	$17,000.00	$50,000.00	$50,000.00	$100,688.95	$100,688.95
P.III.3	Subgrade Excavation & Off-Site Disposal	2,776	CY	$26.00	$72,176.00	$50.00	$138,800.00	$49.50	$137,412.00
P.III.4	Condition/Compact Subgrade	7,700	SY	$8.00	$61,600.00	$10.00	$77,000.00	$6.79	$52,283.00
P.III.5	Compacted Flex Base	2,574	CY	$95.00	$244,530.00	$30.00	$77,220.00	$135.25	$348,133.50
P.III.6	6" Thick Concrete Trail	6,378	SY	$143.00	$912,054.00	$230.00	$1,466,940.00	$154.83	$987,505.74
P.III.7	Trail Concrete Perimeter Beams	9,282	LF	$61.00	$566,202.00	$100.00	$928,200.00	$52.51	$487,397.82
P.III.8	Trail Header/Connection to Asphalt	3	EA	$2,150.00	$6,450.00	$11,900.00	$35,700.00	$3,156.35	$9,469.05
P.III.9	8" Thick Concrete Trail	521	SY	$163.00	$84,923.00	$230.00	$119,830.00	$149.35	$77,811.35
P.III.10	8" Thick Perimeter Beams	133	LF	$57.00	$7,581.00	$350.00	$46,550.00	$45.45	$6,044.85
P.III.11	8" Thick Vertical Retaining Wall	453	LF	$351.00	$159,003.00	$390.00	$176,670.00	$208.35	$94,382.55
P.III.12	Trail Connection to Existing Trail	1	LS	$1,300.00	$1,300.00	$3,500.00	$3,500.00	$3,482.40	$3,482.40
P.III.13	5'x2' RCB Storm Sewer (Trail B)	1	LS	$38,000.00	$38,000.00	$16,100.00	$16,100.00	$38,842.95	$38,842.95
P.III.14	5'x2' RCB Storm Sewer (Trail C)	1	LS	$38,000.00	$38,000.00	$16,100.00	$16,100.00	$38,842.95	$38,842.95
P.III.15	3'x1' RCB Storm Sewer (Trail C)	1	LS	$28,000.00	$28,000.00	$22,700.00	$22,700.00	$25,699.00	$25,699.00
P.III.16	HDG Steel Handrail (Type E)	653	LF	$192.00	$125,376.00	$100.00	$65,300.00	$288.60	$188,455.80
P.III.17	HDG Steel Handrail (Type B)	453	LF	$105.00	$47,565.00	$100.00	$45,300.00	$230.90	$104,597.70
P.III.18	Earthen Ditch Grading	895	LF	$12.00	$10,740.00	$40.00	$35,800.00	$25.75	$23,046.25
P.III.19	Silt Fence	9,434	LF	$4.00	$37,736.00	$1.00	$9,434.00	$2.96	$27,924.64
P.III.20	Stabilized Construction Entrances	3	EA	$2,540.00	$7,620.00	$2,900.00	$8,700.00	$2,446.45	$7,339.35
P.III.21	Temporary Trail	280	LF	$43.00	$12,040.00	$100.00	$28,000.00	$90.60	$25,368.00
P.III.22	Traffic Control Systems	1	LS	$12,000.00	$12,000.00	$17,300.00	$17,300.00	$33,420.60	$33,420.60
P.III.23	Tree Protection	844	LF	$8.00	$6,752.00	$3.00	$2,532.00	$8.10	$6,836.40
P.III.24	Tree Removal/Disposal	3	EA	$883.00	$2,649.00	$5,800.00	$17,400.00	$2,269.00	$6,807.00
P.III.25	Remove/Dispose Existing Trail	380	SY	$17.00	$6,460.00	$40.00	$15,200.00	$33.35	$12,673.00
P.III.26	New Trail Head	2	EA	$12,000.00	$24,000.00	$3,500.00	$7,000.00	$6,349.35	$12,698.70
P.III.27	ADA Compliant Water Fountain	1	LS	$17,000.00	$17,000.00	$2,200.00	$2,200.00	$10,587.90	$10,587.90
P.III.28	Signage Relocation	12	EA	$504.00	$6,048.00	$850.00	$10,200.00	$577.20	$6,926.40
P.III.29	Proposed Signs	16	EA	$648.00	$10,368.00	$520.00	$8,320.00	$1,731.65	$27,706.40
P.III.30	Remove/Dispose Existing Facilities	1	LS	$4,750.00	$4,750.00	$25,600.00	$25,600.00	$18,022.05	$18,022.05
P.III.31	Remove/Replace Amphitheater Asphalt Trail	1	LS	$2,150.00	$2,150.00	$6,500.00	$6,500.00	$5,146.25	$5,146.25
P.III.32	Buried Steel Casing Pipes for Future Utilities	1	LS	$86,000.00	$86,000.00	$40,000.00	$40,000.00	$71,658.55	$71,658.55
P.III.33	Temporary Rock Check Dam	2	EA	$1,580.00	$3,160.00	$3,500.00	$7,000.00	$2,550.25	$5,100.50
P.III.34	4" Perforated Drain Pipe at Retaining Walls	453	LF	$74.00	$33,522.00	$30.00	$13,590.00	$84.00	$38,052.00
P.III.35	Density Tests	80	EA	$45.00	$3,600.00	$310.00	$24,800.00	$577.20	$46,176.00
P.III.36	Reflectorixed Pavement Markings	1,856	LF	$10.00	$18,560.00	$1.00	$1,856.00	$13.85	$25,705.60
P.III.37	ADA Compliant Benches	7	EA	$7,900.00	$55,300.00	$9,500.00	$66,500.00	$5,293.75	$37,056.25
P.III.38	4" Topsoil (imported)	2,924	SY	$8.00	$23,392.00	$4.00	$11,696.00	$13.35	$39,035.40
P.III.39	Seeding	4	AC	$4,480.00	$17,920.00	$350.00	$1,400.00	$5,587.40	$22,349.60
P.III.40	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	$16,000.00	$16,000.00	$8,600.00	$8,600.00	$9,292.20	$9,292.20
P.III.41	Bid Allowance	1	LS	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00
TOTAL PROPOSAL III - STARCKE PARK TRAIL REPLACEMENT					**$3,252,527.00**		**$4,255,538.00**		**$3,644,798.80**

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				Cash Construction Company, Inc. 217 Kingston Lacy Boulevard Pflugerville, TX 78660		Pate Garver, LP 7600 S. Santa Fe Dr., Bldg. A1 Houston, TX 77061		Ella S.A. Contracting, LP 10536 FM 1560 North San Antonio, TX 78254	
Item	**Description**	**Qty.**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
PROPOSAL I - ALTERNATE BID (River Crossing Microtunneling Option)									
P.I.A.1	Mobilization/Demobilization	1	LS	$256,000.00	$256,000.00	$400,000.00	$400,000.00	$240,000.00	$240,000.00
P.I.A.2	30" HDPE Force Main (DR9)	380	LF	$200.00	$76,000.00	$370.00	$140,600.00	$182.00	$69,160.00
P.I.A.3	48" Steel Casing Pipe with Carrier Pipe (Microtunnelling)	1,471	LS	$3,200.00	$4,707,200.00	$2,100.00	$3,089,100.00	$3,075.00	$4,523,325.00
P.I.A.4	24" Steel Casing Pipe with Carrier Pipe (Microtunnelling)	736	LS	$2,600.00	$1,913,600.00	$1,800.00	$1,324,800.00	$2,680.00	$1,972,480.00
P.I.A.5	Microtunneling Shafts	4	EA	$2,621,500.00	$10,486,000.00	$2,472,100.00	$9,888,400.00	$2,305,510.00	$9,222,040.00
	TOTAL PROPOSAL I - ALTERNATE BID				**$17,438,800.00**		**$14,842,900.00**		**$16,027,005.00**
BID SUMMARY									
	PROPOSAL II - BASE BID:				$21,521,111.50		$22,867,496.00		$24,145,474.32
	PROPOSAL II - 14" FORCE MAIN:				$1,338,369.00		$1,833,780.00		$1,417,567.45
	PROPOSAL III - STARCKE PARK TRAIL REPLACEMENT:				$3,252,527.00		$4,255,538.00		$3,644,798.80
	TOTAL PROPOSALS I, II, & III:				**$26,112,007.50**		**$28,956,814.00**		**$29,207,840.57**
	PROPOSAL I - ALTERNATE BID (River Crossing Microtunneling Option):				$17,438,800.00		$14,842,900.00		$16,027,005.00

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				Guerra Underground, LLC 9810 FM 969 Austin, TX 78724		Austin Engineering Co., Inc. P.O. Box 342349 Austin, TX 78155		S.J. Louis Construction of Tx, LTD 10515 Gulfdale Drive, Suite 111 San Antonio, TX 78216	
Item	**Description**	**Qty.**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
PROPOSAL I - BASE BID									
P.I.1	Performance and Payment Bonds	1	LS	$222,006.40	$222,006.40	$225,000.00	$225,000.00	$190,000.00	$190,000.00
P.I.2	Mobilization/Demobilization	1	LS	$702,822.40	$702,822.40	$800,000.00	$800,000.00	$900,000.00	$900,000.00
P.I.3	Topographical Survey	1	LS	$23,744.00	$23,744.00	$160,000.00	$160,000.00	$100,000.00	$100,000.00
P.I.4	Vegetation Removal	1	LS	$324,652.66	$324,652.66	$250,000.00	$250,000.00	$50,000.00	$50,000.00
P.I.5	30" HDPE Force Main	37,532	LF	$251.23	$9,429,164.36	$228.00	$8,557,296.00	$412.00	$15,463,184.00
P.I.6	Hwy. 123 TxDOT Utility Crossings (Bores)	1	LS	$1,000,772.08	$1,000,772.08	$920,000.00	$920,000.00	$938,000.00	$938,000.00
P.I.7	FM 466 TxDOT Utility Crossings (Bores)	1	LS	$450,215.68	$450,215.68	$320,000.00	$320,000.00	$325,000.00	$325,000.00
P.I.8	Geronimo Creek Utility Crossings (Bores)	1	LS	$1,221,914.92	$1,221,914.92	$990,000.00	$990,000.00	$848,000.00	$848,000.00
P.I.9	48" Casing Pipe with Carrier Pipe (open cut)	630	LF	$572.00	$360,360.00	$830.00	$522,900.00	$750.00	$472,500.00
P.I.10	24" Casing Pipe with Carrie Pipe (open cut)	120	LF	$394.20	$47,304.00	$425.00	$51,000.00	$470.00	$56,400.00
P.I.11	30" Force Main (by Horiz Direct Drilling) (STA 8+70)	2	EA	$635,225.90	$1,270,451.80	$700,000.00	$1,400,000.00	$543,000.00	$1,086,000.00
P.I.12	30" Force Main (by Horiz Direct Drilling) (STA 53+20)	2	EA	$651,483.42	$1,302,966.84	$800,000.00	$1,600,000.00	$633,000.00	$1,266,000.00
P.I.13	4" Fiber Conduit (by Horiz Direct Drilling) (STA 8+70)	2	EA	$114,667.43	$229,334.86	$130,000.00	$260,000.00	$162,000.00	$324,000.00
P.I.14	4" Fiber Conduit (by Horiz Direct Drilling) (STA 53+20)	2	EA	$115,259.85	$230,519.70	$138,000.00	$276,000.00	$182,000.00	$364,000.00
P.I.15	Additional Mobilization/Demobilization (for HDD only)	1	LS	$3,561.60	$3,561.60	$6,100.00	$6,100.00	$20,000.00	$20,000.00
P.I.16	Isolation Valve Vaults	12	EA	$233,621.49	$2,803,457.88	$330,000.00	$3,960,000.00	$280,000.00	$3,360,000.00
P.I.17	Coating for Isolation Valve Vaults	1	LS	$356,160.00	$356,160.00	$125,000.00	$125,000.00	$68,000.00	$68,000.00
P.I.18	Air Release Valve Vaults	12	EA	$103,597.96	$1,243,175.52	$88,000.00	$1,056,000.00	$84,000.00	$1,008,000.00
P.I.19	Air Release Valve Vaults (STA 57+30/109+40)	1	LS	$75,603.90	$75,603.90	$16,500.00	$16,500.00	$104,000.00	$104,000.00
P.I.20	Pipe Cement Stablized Sand Backfill	12	LF	$345.08	$4,140.96	$200.00	$2,400.00	$400.00	$4,800.00
P.I.21	Concrete Drainage Structure (STA 60+20)	1	LS	$27,702.36	$27,702.36	$6,000.00	$6,000.00	$108,000.00	$108,000.00
P.I.22	Concrete Drainage Structure (STA 104+65)	1	LS	$9,629.85	$9,629.85	$6,000.00	$6,000.00	$110,000.00	$110,000.00
P.I.23	18" Storm Sewer Concrete Headwalls (2)	1	LS	$34,297.26	$34,297.26	$5,000.00	$5,000.00	$30,000.00	$30,000.00
P.I.24	Remove/Replace 18" Storm Sewer Pipe	223	LF	$73.39	$16,365.97	$110.00	$24,530.00	$110.00	$24,530.00
P.I.25	4" PVC Conduit for Fiber Optic	37,832	LF	$19.54	$739,237.28	$22.00	$832,304.00	$35.00	$1,324,120.00
P.I.26	Handholes (for 4" Conduit)	19	EA	$5,695.95	$108,223.05	$5,000.00	$95,000.00	$14,000.00	$266,000.00
P.I.27	30" Steel Casing Pipe for Future Utility	1	LS	$15,603.92	$15,603.92	$16,000.00	$16,000.00	$29,000.00	$29,000.00
P.I.28	24" Steel Casing Pipe for Future Utility	3	EA	$23,965.61	$71,896.83	$17,000.00	$51,000.00	$28,000.00	$84,000.00
P.I.29	30" HDPE Force Main Connection	2	EA	$27,181.66	$54,363.32	$30,000.00	$60,000.00	$30,000.00	$60,000.00
P.I.30	30" Force Main HDD to HDPE Connection	8	EA	$25,471.29	$203,770.32	$30,000.00	$240,000.00	$18,000.00	$144,000.00
P.I.31	30" HDPE/DI Force Main Connection	2	EA	$23,211.66	$46,423.32	$25,000.00	$50,000.00	$19,000.00	$38,000.00
P.I.32	4" PVC Fiber Conduit Connection	4	EA	$534.24	$2,136.96	$850.00	$3,400.00	$2,200.00	$8,800.00
P.I.33	Grouted Rock Rip Rap	45	SY	$56.99	$2,564.55	$135.00	$6,075.00	$280.00	$12,600.00
P.I.34	Turf Reinforcement Mat	2,500	SY	$12.47	$31,175.00	$10.00	$25,000.00	$8.00	$20,000.00
P.I.35	Asphalt Road (Roddy property)	1	LS	$21,369.60	$21,369.60	$6,000.00	$6,000.00	$68,000.00	$68,000.00
P.I.36	Asphalt Trail (Starcke Park)	670	SY	$62.15	$41,640.50	$80.00	$53,600.00	$84.00	$56,280.00
P.I.37	Remove/Replace Asphalt Roads	645	LF	$64.42	$41,550.90	$185.00	$119,325.00	$155.00	$99,975.00
P.I.38	Tree Protection	5,528	LF	$3.03	$16,749.84	$6.00	$33,168.00	$5.00	$27,640.00
P.I.39	Tree Removal/Disposal	1	LS	$152,080.32	$152,080.32	$160,000.00	$160,000.00	$92,000.00	$92,000.00
P.I.40	Seeding	32	AC	$11,204.79	$358,553.28	$6,000.00	$192,000.00	$2,500.00	$80,000.00
P.I.41	Buffalo Grass (Roddy property)	1	AC	$11,204.79	$11,204.79	$38,000.00	$38,000.00	$2,300.00	$2,300.00
P.I.42	Silt Fence	39,532	LF	$4.16	$164,453.12	$5.00	$197,660.00	$3.00	$118,596.00

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				Guerra Underground, LLC 9810 FM 969 Austin, TX 78724		Austin Engineering Co., Inc. P.O. Box 342349 Austin, TX 78155		S.J. Louis Construction of Tx, LTD 10515 Gulfdale Drive, Suite 111 San Antonio, TX 78216	
Item	**Description**	**Qty.**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
P.I.43	Construction Signs	4	EA	$890.40	$3,561.60	$900.00	$3,600.00	$1,200.00	$4,800.00
P.I.44	Stabilized Construction Entrances	1	LS	$26,186.31	$26,186.31	$34,000.00	$34,000.00	$12,000.00	$12,000.00
P.I.45	Field Gates (livestock fences)	22	EA	$2,671.20	$58,766.40	$3,000.00	$66,000.00	$3,000.00	$66,000.00
P.I.46	Remove/Replace Wire Fencing	2,000	LF	$11.58	$23,160.00	$12.00	$24,000.00	$15.00	$30,000.00
P.I.47	Remove/Replace Livestock Fencing	161	LF	$22.79	$3,669.19	$25.00	$4,025.00	$30.00	$4,830.00
P.I.48	Temporary Wire Fencing (Dougherty Property)	1	LS	$1,157.52	$1,157.52	$9,000.00	$9,000.00	$35,000.00	$35,000.00
P.I.49	Inset Livestock Gate (Dougherty Property)	1	LS	$8,478.98	$8,478.98	$6,000.00	$6,000.00	$100,000.00	$100,000.00
P.I.50	Inductive Tracer Detection Wire	56,832	LF	$0.23	$13,071.36	$1.00	$56,832.00	$1.00	$56,832.00
P.I.51	Inductive Tracer Detection Tape	56,832	LF	$0.13	$7,388.16	$1.00	$56,832.00	$1.00	$56,832.00
P.I.52	Remove/Replace Barricade Fence (Dougherty Property)	1	LS	$14,246.40	$14,246.40	$27,500.00	$27,500.00	$90,000.00	$90,000.00
P.I.53	Traffic Control Systems	1	LS	$9,853.76	$9,853.76	$50,000.00	$50,000.00	$20,000.00	$20,000.00
P.I.54	16" pipe Vertical Realignment	1	LS	$32,358.09	$32,358.09	$31,000.00	$31,000.00	$30,000.00	$30,000.00
P.I.55	8" pipe Vertical Realignment	1	LS	$19,358.25	$19,358.25	$14,000.00	$14,000.00	$28,000.00	$28,000.00
P.I.56	1-1/2" Water Main (Dougherty property)	1	LS	$10,358.14	$10,358.14	$3,500.00	$3,500.00	$15,000.00	$15,000.00
P.I.57	OSHA (trench and/or excavation safety)	57,282	LF	$3.80	$217,671.60	$1.00	$57,282.00	$0.01	$572.82
P.I.58	Electrical Work (Roddy property)	1	LS	$89,040.00	$89,040.00	$20,000.00	$20,000.00	$100,000.00	$100,000.00
P.I.59	Remove/Re-Install Power Pole	1	EA	$29,680.00	$29,680.00	$10,000.00	$10,000.00	$30,000.00	$30,000.00
P.I.60	Stabilize Power Pole	1	EA	$11,872.00	$11,872.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
P.I.61	Temporary Walking Trail (Starcke Park)	1	LS	$31,205.55	$31,205.55	$30,000.00	$30,000.00	$97,000.00	$97,000.00
P.I.62	Temporary Rock Check Dam	10	EA	$2,968.00	$29,680.00	$1,500.00	$15,000.00	$6,200.00	$62,000.00
P.I.63	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	$5,936.00	$5,936.00	$20,000.00	$20,000.00	$2,500.18	$2,500.18
P.I.64	Bid Allowance	1	LS	$2,500,000.00	$2,500,000.00	$2,500,000.00	$2,500,000.00	$2,500,000.00	$2,500,000.00
	TOTAL PROPOSAL I - BASE BID				**$26,620,021.21**		**$26,766,829.00**		**$33,103,092.00**
PROPOSAL II - 14" FORCE MAIN									
P.II.1	Performance and Payment Bonds	1	LS	$28,492.80	$28,492.80	$25,000.00	$25,000.00	$10,000.00	$10,000.00
P.II.2	Topographical Survey	1	LS	$11,872.00	$11,872.00	$20,000.00	$20,000.00	$15,000.00	$15,000.00
P.II.3	10" HDPE Force Main	186	LF	$47.92	$8,913.12	$83.00	$15,438.00	$180.00	$33,480.00
P.II.4	8" Force Main Connection (Gateshead Lift Station)	1	LS	$20,083.15	$20,083.15	$45,000.00	$45,000.00	$22,100.00	$22,100.00
P.II.5	Bypass Pumping Systems	1	LS	$51,049.60	$51,049.60	$55,000.00	$55,000.00	$70,000.00	$70,000.00
P.II.6	14" HDPE Force Main	6,400	LF	$53.34	$341,376.00	$75.00	$480,000.00	$130.00	$832,000.00
P.II.7	14" HDPE Force Main Connection	1	LS	$7,261.39	$7,261.39	$180,000.00	$180,000.00	$14,000.00	$14,000.00
P.II.8	FM 466 TxDOT Utility Crossing (Bore)	1	LS	$71,982.41	$71,982.41	$95,000.00	$95,000.00	$88,000.00	$88,000.00
P.II.9	Geronimo Creek Utility Crossing (Bore)	1	LS	$200,341.71	$200,341.71	$235,000.00	$235,000.00	$248,000.00	$248,000.00
P.II.10	Isolation Valve Vault Extension	4	EA	$53,143.52	$212,574.08	$35,000.00	$140,000.00	$58,000.00	$232,000.00
P.II.11	Coating for Isolation Valve Vault Extension	1	LS	$56,985.60	$56,985.60	$25,000.00	$25,000.00	$20,000.00	$20,000.00
P.II.12	Air Release Valve Vault Extension	3	EA	$29,591.20	$88,773.60	$12,000.00	$36,000.00	$51,000.00	$153,000.00
P.II.13	Single Pipe Isolation Valve Vault	1	LS	$64,171.96	$64,171.96	$70,000.00	$70,000.00	$37,000.50	$37,000.50
P.II.14	Inductive Tracer Detection Wire	6,550	LF	$0.23	$1,506.50	$1.00	$6,550.00	$1.00	$6,550.00
P.II.15	Inductive Tracer Detection Tape	6,550	LF	$0.17	$1,113.50	$1.00	$6,550.00	$1.00	$6,550.00
P.II.16	OSHA (trench and/or excavation safety)	6,550	LF	$3.80	$24,890.00	$1.00	$6,550.00	$0.01	$65.50
	TOTAL PROPOSAL II - 14" FORCE MAIN				**$1,191,387.42**		**$1,441,088.00**		**$1,787,746.00**

City of Seguin
Geronimo Creek Pipeline Project
Bid No. AF-2025-14
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				Guerra Underground, LLC 9810 FM 969 Austin, TX 78724		Austin Engineering Co., Inc. P.O. Box 342349 Austin, TX 78155		S.J. Louis Construction of Tx, LTD 10515 Gulfdale Drive, Suite 111 San Antonio, TX 78216	
Item	**Description**	**Qty.**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
PROPOSAL III - STARCKE PARK TRAIL REPLACEMENT									
P.III.1	Performance and Payment Bonds	1	LS	$59,360.00	$59,360.00	$55,000.00	$55,000.00	$60,000.00	$60,000.00
P.III.2	Mobilization/Demobilization	1	LS	$21,369.60	$21,369.60	$100,000.00	$100,000.00	$50,000.00	$50,000.00
P.III.3	Subgrade Excavation & Off-Site Disposal	2,776	CY	$65.88	$182,882.88	$40.00	$111,040.00	$41.00	$113,816.00
P.III.4	Condition/Compact Subgrade	7,700	SY	$14.15	$108,955.00	$6.00	$46,200.00	$6.00	$46,200.00
P.III.5	Compacted Flex Base	2,574	CY	$86.13	$221,698.62	$90.00	$231,660.00	$118.00	$303,732.00
P.III.6	6" Thick Concrete Trail	6,378	SY	$86.07	$548,954.46	$129.00	$822,762.00	$122.00	$778,116.00
P.III.7	Trail Concrete Perimeter Beams	9,282	LF	$29.68	$275,489.76	$55.00	$510,510.00	$44.00	$408,408.00
P.III.8	Trail Header/Connection to Asphalt	3	EA	$9,497.60	$28,492.80	$3,200.00	$9,600.00	$2,000.00	$6,000.00
P.III.9	8" Thick Concrete Trail	521	SY	$114.72	$59,769.12	$192.00	$100,032.00	$122.00	$63,562.00
P.III.10	8" Thick Perimeter Beams	133	LF	$40.36	$5,367.88	$50.00	$6,650.00	$34.00	$4,522.00
P.III.11	8" Thick Vertical Retaining Wall	453	LF	$292.94	$132,701.82	$315.00	$142,695.00	$181.00	$81,993.00
P.III.12	Trail Connection to Existing Trail	1	LS	$6,564.27	$6,564.27	$3,250.00	$3,250.00	$3,000.00	$3,000.00
P.III.13	5'x2' RCB Storm Sewer (Trail B)	1	LS	$44,554.67	$44,554.67	$37,500.00	$37,500.00	$50,000.00	$50,000.00
P.III.14	5'x2' RCB Storm Sewer (Trail C)	1	LS	$44,554.67	$44,554.67	$40,000.00	$40,000.00	$50,000.00	$50,000.00
P.III.15	3'x1' RCB Storm Sewer (Trail C)	1	LS	$34,629.67	$34,629.67	$28,000.00	$28,000.00	$48,000.00	$48,000.00
P.III.16	HDG Steel Handrail (Type E)	653	LF	$208.95	$136,444.35	$187.00	$122,111.00	$150.00	$97,950.00
P.III.17	HDG Steel Handrail (Type B)	453	LF	$155.52	$70,450.56	$103.00	$46,659.00	$150.00	$67,950.00
P.III.18	Earthen Ditch Grading	895	LF	$27.23	$24,370.85	$18.00	$16,110.00	$25.00	$22,375.00
P.III.19	Silt Fence	9,434	LF	$3.57	$33,679.38	$5.00	$47,170.00	$3.00	$28,302.00
P.III.20	Stabilized Construction Entrances	3	EA	$2,136.96	$6,410.88	$2,500.00	$7,500.00	$4,000.00	$12,000.00
P.III.21	Temporary Trail	280	LF	$36.48	$10,214.40	$80.00	$22,400.00	$300.00	$84,000.00
P.III.22	Traffic Control Systems	1	LS	$18,995.20	$18,995.20	$21,000.00	$21,000.00	$10,000.00	$10,000.00
P.III.23	Tree Protection	844	LF	$8.31	$7,013.64	$6.00	$5,064.00	$10.00	$8,440.00
P.III.24	Tree Removal/Disposal	3	EA	$1,329.66	$3,988.98	$6,000.00	$18,000.00	$5,000.00	$15,000.00
P.III.25	Remove/Dispose Existing Trail	380	SY	$21.56	$8,192.80	$27.50	$10,450.00	$20.00	$7,600.00
P.III.26	New Trail Head	2	EA	$5,936.00	$11,872.00	$6,800.00	$13,600.00	$6,000.00	$12,000.00
P.III.27	ADA Compliant Water Fountain	1	LS	$5,936.00	$5,936.00	$14,500.00	$14,500.00	$30,000.00	$30,000.00
P.III.28	Signage Relocation	12	EA	$1,424.64	$17,095.68	$425.00	$5,100.00	$6,000.00	$72,000.00
P.III.29	Proposed Signs	16	EA	$1,187.20	$18,995.20	$545.00	$8,720.00	$2,000.00	$32,000.00
P.III.30	Remove/Dispose Existing Facilities	1	LS	$29,680.00	$29,680.00	$11,250.00	$11,250.00	$20,000.00	$20,000.00
P.III.31	Remove/Replace Amphitheater Asphalt Trail	1	LS	$4,155.20	$4,155.20	$4,000.00	$4,000.00	$81,000.00	$81,000.00
P.III.32	Buried Steel Casing Pipes for Future Utilities	1	LS	$37,618.57	$37,618.57	$97,500.00	$97,500.00	$60,000.00	$60,000.00
P.III.33	Temporary Rock Check Dam	2	EA	$3,799.04	$7,598.08	$1,400.00	$2,800.00	$6,200.00	$12,400.00
P.III.34	4" Perforated Drain Pipe at Retaining Walls	453	LF	$36.12	$16,362.36	$75.00	$33,975.00	$60.00	$27,180.00
P.III.35	Density Tests	80	EA	$267.12	$21,369.60	$850.00	$68,000.00	$100.00	$8,000.00
P.III.36	Reflectorixed Pavement Markings	1,856	LF	$14.25	$26,448.00	$8.50	$15,776.00	$10.00	$18,560.00
P.III.37	ADA Compliant Benches	7	EA	$16,620.80	$116,345.60	$6,500.00	$45,500.00	$12,000.00	$84,000.00
P.III.38	4" Topsoil (imported)	2,924	SY	$20.93	$61,199.32	$10.00	$29,240.00	$12.00	$35,088.00
P.III.39	Seeding	4	AC	$11,204.79	$44,819.16	$18,000.00	$72,000.00	$2,500.00	$10,000.00
P.III.40	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	$4,155.20	$4,155.20	$10,000.00	$10,000.00	$5,000.00	$5,000.00
P.III.41	Bid Allowance	1	LS	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00
TOTAL PROPOSAL III - STARCKE PARK TRAIL REPLACEMENT					**$2,918,756.23**		**$3,393,324.00**		**$3,328,194.00**

City of Seguin
Geronimo Creek Pipeline Project
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				Guerra Underground, LLC 9810 FM 969 Austin, TX 78724		Austin Engineering Co., Inc. P.O. Box 342349 Austin, TX 78155		S.J. Louis Construction of Tx, LTD 10515 Gulfdale Drive, Suite 111 San Antonio, TX 78216	
Item	**Description**	**Qty.**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
PROPOSAL I - ALTERNATE BID (River Crossing Microtunneling Option)									
P.I.A.1	Mobilization/Demobilization	1	LS	$207,760.00	$207,760.00	No Bid	$0.00	$100,000.00	$100,000.00
P.I.A.2	30" HDPE Force Main (DR9)	380	LF	$949.76	$360,908.80	No Bid	$0.00	$370.00	$140,600.00
P.I.A.3	48" Steel Casing Pipe with Carrier Pipe (Microtunnelling)	1,471	LS	$4,986.24	$7,334,759.04	No Bid	$0.00	$3,010.00	$4,427,710.00
P.I.A.4	24" Steel Casing Pipe with Carrier Pipe (Microtunnelling)	736	LS	$2,968.00	$2,184,448.00	No Bid	$0.00	$2,330.00	$1,714,880.00
P.I.A.5	Microtunneling Shafts	4	EA	$326,480.00	$1,305,920.00	No Bid	$0.00	$1,758,000.00	$7,032,000.00
	TOTAL PROPOSAL I - ALTERNATE BID				**$11,393,795.84**		**$0.00**		**$13,415,190.00**
BID SUMMARY									
	PROPOSAL II - BASE BID:				$26,620,021.21		$26,766,829.00		$33,103,092.00
	PROPOSAL II - 14" FORCE MAIN:				$1,191,387.42		$1,441,088.00		$1,787,746.00
	PROPOSAL III - STARCKE PARK TRAIL REPLACEMENT:				$2,918,756.23		$3,393,324.00		$3,328,194.00
	TOTAL PROPOSALS I, II, & III:				**$30,730,164.86**		**$31,601,241.00**		**$38,219,032.00**
	PROPOSAL I - ALTERNATE BID (River Crossing Microtunneling Option):				$11,393,795.84	No Bid	$0.00		$13,415,190.00

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				Harper Brothers Construction, LLC 1310 Rankin Rd., Bldg. 18, Ste. 200 Houston, TX 77073		Zachary Underground and Utility Services, Inc. P.O. Box 33240 San Antonio, TX 78265	
Item	**Description**	**Qty.**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
PROPOSAL I - BASE BID							
P.I.1	Performance and Payment Bonds	1	LS	$350,000.00	$350,000.00	$276,000.00	$276,000.00
P.I.2	Mobilization/Demobilization	1	LS	$900,000.00	$900,000.00	$1,200,000.00	$1,200,000.00
P.I.3	Topographical Survey	1	LS	$50,000.00	$50,000.00	$71,000.00	$71,000.00
P.I.4	Vegetation Removal	1	LS	$30,000.00	$30,000.00	$620,000.00	$620,000.00
P.I.5	30" HDPE Force Main	37,532	LF	$350.00	$13,136,200.00	$336.00	$12,610,752.00
P.I.6	Hwy. 123 TxDOT Utility Crossings (Bores)	1	LS	$1,350,000.00	$1,350,000.00	$1,700,000.00	$1,700,000.00
P.I.7	FM 466 TxDOT Utility Crossings (Bores)	1	LS	$450,000.00	$450,000.00	$630,000.00	$630,000.00
P.I.8	Geronimo Creek Utility Crossings (Bores)	1	LS	$1,200,000.00	$1,200,000.00	$2,700,000.00	$2,700,000.00
P.I.9	48" Casing Pipe with Carrier Pipe (open cut)	630	LF	$1,200.00	$756,000.00	$2,900.00	$1,827,000.00
P.I.10	24" Casing Pipe with Carrie Pipe (open cut)	120	LF	$650.00	$78,000.00	$602.00	$72,240.00
P.I.11	30" Force Main (by Horiz Direct Drilling) (STA 8+70)	2	EA	$310,000.00	$620,000.00	$910,000.00	$1,820,000.00
P.I.12	30" Force Main (by Horiz Direct Drilling) (STA 53+20)	2	EA	$310,000.00	$620,000.00	$880,000.00	$1,760,000.00
P.I.13	4" Fiber Conduit (by Horiz Direct Drilling) (STA 8+70)	2	EA	$150,000.00	$300,000.00	$170,000.00	$340,000.00
P.I.14	4" Fiber Conduit (by Horiz Direct Drilling) (STA 53+20)	2	EA	$150,000.00	$300,000.00	$170,000.00	$340,000.00
P.I.15	Additional Mobilization/Demobilization (for HDD only)	1	LS	$25,000.00	$25,000.00	$10,000.00	$10,000.00
P.I.16	Isolation Valve Vaults	12	EA	$265,000.00	$3,180,000.00	$270,000.00	$3,240,000.00
P.I.17	Coating for Isolation Valve Vaults	1	LS	$145,908.00	$145,908.00	$110,000.00	$110,000.00
P.I.18	Air Release Valve Vaults	12	EA	$75,000.00	$900,000.00	$99,000.00	$1,188,000.00
P.I.19	Air Release Valve Vaults (STA 57+30/109+40)	1	LS	$105,000.00	$105,000.00	$356,000.00	$356,000.00
P.I.20	Pipe Cement Stablized Sand Backfill	12	LF	$300.00	$3,600.00	$646.00	$7,752.00
P.I.21	Concrete Drainage Structure (STA 60+20)	1	LS	$30,000.00	$30,000.00	$25,000.00	$25,000.00
P.I.22	Concrete Drainage Structure (STA 104+65)	1	LS	$50,000.00	$50,000.00	$15,000.00	$15,000.00
P.I.23	18" Storm Sewer Concrete Headwalls (2)	1	LS	$30,000.00	$30,000.00	$25,000.00	$25,000.00
P.I.24	Remove/Replace 18" Storm Sewer Pipe	223	LF	$180.00	$40,140.00	$195.00	$43,485.00
P.I.25	4" PVC Conduit for Fiber Optic	37,832	LF	$15.00	$567,480.00	$31.00	$1,172,792.00
P.I.26	Handholes (for 4" Conduit)	19	EA	$2,500.00	$47,500.00	$7,300.00	$138,700.00
P.I.27	30" Steel Casing Pipe for Future Utility	1	LS	$30,000.00	$30,000.00	$30,000.00	$30,000.00
P.I.28	24" Steel Casing Pipe for Future Utility	3	EA	$32,000.00	$96,000.00	$30,000.00	$90,000.00
P.I.29	30" HDPE Force Main Connection	2	EA	$17,000.00	$34,000.00	$103,000.00	$206,000.00
P.I.30	30" Force Main HDD to HDPE Connection	8	EA	$17,000.00	$136,000.00	$14,000.00	$112,000.00
P.I.31	30" HDPE/DI Force Main Connection	2	EA	$12,000.00	$24,000.00	$35,000.00	$70,000.00
P.I.32	4" PVC Fiber Conduit Connection	4	EA	$12,000.00	$48,000.00	$790.00	$3,160.00
P.I.33	Grouted Rock Rip Rap	45	SY	$355.00	$15,975.00	$450.00	$20,250.00
P.I.34	Turf Reinforcement Mat	2,500	SY	$150.00	$375,000.00	$36.00	$90,000.00
P.I.35	Asphalt Road (Roddy property)	1	LS	$33,750.00	$33,750.00	$31,000.00	$31,000.00
P.I.36	Asphalt Trail (Starcke Park)	670	SY	$255.00	$170,850.00	$89.00	$59,630.00
P.I.37	Remove/Replace Asphalt Roads	645	LF	$240.00	$154,800.00	$238.00	$153,510.00
P.I.38	Tree Protection	5,528	LF	$59.00	$326,152.00	$33.00	$182,424.00
P.I.39	Tree Removal/Disposal	1	LS	$370,000.00	$370,000.00	$220,000.00	$220,000.00
P.I.40	Seeding	32	AC	$4,970.72	$159,063.04	$5,100.00	$163,200.00
P.I.41	Buffalo Grass (Roddy property)	1	AC	$4,970.72	$4,970.72	$5,700.00	$5,700.00
P.I.42	Silt Fence	39,532	LF	$6.36	$251,423.52	$20.00	$790,640.00

City of Seguin
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				Harper Brothers Construction, LLC 1310 Rankin Rd., Bldg. 18, Ste. 200 Houston, TX 77073		Zachary Underground and Utility Services, Inc. P.O. Box 33240 San Antonio, TX 78265	
Item	**Description**	**Qty.**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
P.I.43	Construction Signs	4	EA	$1,500.00	$6,000.00	$350.00	$1,400.00
P.I.44	Stabilized Construction Entrances	1	LS	$5,000.00	$5,000.00	$130,000.00	$130,000.00
P.I.45	Field Gates (livestock fences)	22	EA	$2,500.00	$55,000.00	$3,500.00	$77,000.00
P.I.46	Remove/Replace Wire Fencing	2,000	LF	$25.00	$50,000.00	$20.00	$40,000.00
P.I.47	Remove/Replace Livestock Fencing	161	LF	$25.00	$4,025.00	$43.00	$6,923.00
P.I.48	Temporary Wire Fencing (Dougherty Property)	1	LS	$10,000.00	$10,000.00	$50,000.00	$50,000.00
P.I.49	Inset Livestock Gate (Dougherty Property)	1	LS	$2,500.00	$2,500.00	$5,800.00	$5,800.00
P.I.50	Inductive Tracer Detection Wire	56,832	LF	$0.20	$11,366.40	$1.00	$56,832.00
P.I.51	Inductive Tracer Detection Tape	56,832	LF	$0.17	$9,661.44	$2.00	$113,664.00
P.I.52	Remove/Replace Barricade Fence (Dougherty Property)	1	LS	$10,000.00	$10,000.00	$6,800.00	$6,800.00
P.I.53	Traffic Control Systems	1	LS	$160,000.00	$160,000.00	$520,000.00	$520,000.00
P.I.54	16" pipe Vertical Realignment	1	LS	$35,000.00	$35,000.00	$270,000.00	$270,000.00
P.I.55	8" pipe Vertical Realignment	1	LS	$20,000.00	$20,000.00	$260,000.00	$260,000.00
P.I.56	1-1/2" Water Main (Dougherty property)	1	LS	$60,000.00	$60,000.00	$84,000.00	$84,000.00
P.I.57	OSHA (trench and/or excavation safety)	57,282	LF	$5.00	$286,410.00	$3.00	$171,846.00
P.I.58	Electrical Work (Roddy property)	1	LS	$25,000.00	$25,000.00	$75,000.00	$75,000.00
P.I.59	Remove/Re-Install Power Pole	1	EA	$1,500.00	$1,500.00	$29,000.00	$29,000.00
P.I.60	Stabilize Power Pole	1	EA	$2,500.00	$2,500.00	$11,000.00	$11,000.00
P.I.61	Temporary Walking Trail (Starcke Park)	1	LS	$50,000.00	$50,000.00	$46,000.00	$46,000.00
P.I.62	Temporary Rock Check Dam	10	EA	$10,000.00	$100,000.00	$8,500.00	$85,000.00
P.I.63	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	$2,500.00	$2,500.00	$20,000.00	$20,000.00
P.I.64	Bid Allowance	1	LS	$2,500,000.00	$2,500,000.00	$2,500,000.00	$2,500,000.00
	TOTAL PROPOSAL I - BASE BID				**$30,901,275.12**		**$39,086,500.00**
PROPOSAL II - 14" FORCE MAIN							
P.II.1	Performance and Payment Bonds	1	LS	$90,000.00	$90,000.00	$16,500.00	$16,500.00
P.II.2	Topographical Survey	1	LS	$50,000.00	$50,000.00	$15,000.00	$15,000.00
P.II.3	10" HDPE Force Main	186	LF	$300.00	$55,800.00	$175.00	$32,550.00
P.II.4	8" Force Main Connection (Gateshead Lift Station)	1	LS	$50,000.00	$50,000.00	$31,000.00	$31,000.00
P.II.5	Bypass Pumping Systems	1	LS	$25,000.00	$25,000.00	$31,000.00	$31,000.00
P.II.6	14" HDPE Force Main	6,400	LF	$150.00	$960,000.00	$176.00	$1,126,400.00
P.II.7	14" HDPE Force Main Connection	1	LS	$15,000.00	$15,000.00	$26,000.00	$26,000.00
P.II.8	FM 466 TxDOT Utility Crossing (Bore)	1	LS	$130,000.00	$130,000.00	$90,000.00	$90,000.00
P.II.9	Geronimo Creek Utility Crossing (Bore)	1	LS	$400,000.00	$400,000.00	$300,000.00	$300,000.00
P.II.10	Isolation Valve Vault Extension	4	EA	$150,000.00	$600,000.00	$60,000.00	$240,000.00
P.II.11	Coating for Isolation Valve Vault Extension	1	LS	$102,816.00	$102,816.00	$59,000.00	$59,000.00
P.II.12	Air Release Valve Vault Extension	3	EA	$75,000.00	$225,000.00	$78,000.00	$234,000.00
P.II.13	Single Pipe Isolation Valve Vault	1	LS	$125,000.00	$125,000.00	$58,000.00	$58,000.00
P.II.14	Inductive Tracer Detection Wire	6,550	LF	$0.20	$1,310.00	$1.00	$6,550.00
P.II.15	Inductive Tracer Detection Tape	6,550	LF	$0.18	$1,179.00	$2.00	$13,100.00
P.II.16	OSHA (trench and/or excavation safety)	6,550	LF	$5.00	$32,750.00	$6.00	$39,300.00
	TOTAL PROPOSAL II - 14" FORCE MAIN				**$2,863,855.00**		**$2,318,400.00**

City of Seguin
Geronimo Creek Pipeline Project
Bid No. AF-2025-14
Bid Tabulation
August 12, 2025 - 3:00 PM

				Harper Brothers Construction, LLC 1310 Rankin Rd., Bldg. 18, Ste. 200 Houston, TX 77073		Zachary Underground and Utility Services, Inc. P.O. Box 33240 San Antonio, TX 78265	
Item	**Description**	**Qty.**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
PROPOSAL III - STARCKE PARK TRAIL REPLACEMENT							
P.III.1	Performance and Payment Bonds	1	LS	$30,000.00	$30,000.00	$35,500.00	$35,500.00
P.III.2	Mobilization/Demobilization	1	LS	$75,000.00	$75,000.00	$149,000.00	$149,000.00
P.III.3	Subgrade Excavation & Off-Site Disposal	2,776	CY	$80.00	$222,080.00	$28.00	$77,728.00
P.III.4	Condition/Compact Subgrade	7,700	SY	$50.00	$385,000.00	$6.00	$46,200.00
P.III.5	Compacted Flex Base	2,574	CY	$75.00	$193,050.00	$126.00	$324,324.00
P.III.6	6" Thick Concrete Trail	6,378	SY	$115.00	$733,470.00	$289.00	$1,843,242.00
P.III.7	Trail Concrete Perimeter Beams	9,282	LF	$50.00	$464,100.00	$30.00	$278,460.00
P.III.8	Trail Header/Connection to Asphalt	3	EA	$1,500.00	$4,500.00	$2,800.00	$8,400.00
P.III.9	8" Thick Concrete Trail	521	SY	$140.00	$72,940.00	$253.00	$131,813.00
P.III.10	8" Thick Perimeter Beams	133	LF	$130.00	$17,290.00	$38.00	$5,054.00
P.III.11	8" Thick Vertical Retaining Wall	453	LF	$400.00	$181,200.00	$593.00	$268,629.00
P.III.12	Trail Connection to Existing Trail	1	LS	$884.00	$884.00	$1,400.00	$1,400.00
P.III.13	5'x2' RCB Storm Sewer (Trail B)	1	LS	$80,000.00	$80,000.00	$79,000.00	$79,000.00
P.III.14	5'x2' RCB Storm Sewer (Trail C)	1	LS	$80,000.00	$80,000.00	$89,000.00	$89,000.00
P.III.15	3'x1' RCB Storm Sewer (Trail C)	1	LS	$75,000.00	$75,000.00	$39,000.00	$39,000.00
P.III.16	HDG Steel Handrail (Type E)	653	LF	$1,000.00	$653,000.00	$297.00	$193,941.00
P.III.17	HDG Steel Handrail (Type B)	453	LF	$1,000.00	$453,000.00	$282.00	$127,746.00
P.III.18	Earthen Ditch Grading	895	LF	$10.00	$8,950.00	$5.00	$4,475.00
P.III.19	Silt Fence	9,434	LF	$5.00	$47,170.00	$21.00	$198,114.00
P.III.20	Stabilized Construction Entrances	3	EA	$5,000.00	$15,000.00	$12,000.00	$36,000.00
P.III.21	Temporary Trail	280	LF	$35.00	$9,800.00	$31.00	$8,680.00
P.III.22	Traffic Control Systems	1	LS	$200,000.00	$200,000.00	$41,000.00	$41,000.00
P.III.23	Tree Protection	844	LF	$30.00	$25,320.00	$29.00	$24,476.00
P.III.24	Tree Removal/Disposal	3	EA	$370,000.00	$1,110,000.00	$1,100.00	$3,300.00
P.III.25	Remove/Dispose Existing Trail	380	SY	$60.00	$22,800.00	$9.00	$3,420.00
P.III.26	New Trail Head	2	EA	$7,000.00	$14,000.00	$3,500.00	$7,000.00
P.III.27	ADA Compliant Water Fountain	1	LS	$10,000.00	$10,000.00	$24,000.00	$24,000.00
P.III.28	Signage Relocation	12	EA	$750.00	$9,000.00	$1,200.00	$14,400.00
P.III.29	Proposed Signs	16	EA	$750.00	$12,000.00	$420.00	$6,720.00
P.III.30	Remove/Dispose Existing Facilities	1	LS	$12,000.00	$12,000.00	$21,000.00	$21,000.00
P.III.31	Remove/Replace Amphitheater Asphalt Trail	1	LS	$100,000.00	$100,000.00	$2,000.00	$2,000.00
P.III.32	Buried Steel Casing Pipes for Future Utilities	1	LS	$100,000.00	$100,000.00	$62,000.00	$62,000.00
P.III.33	Temporary Rock Check Dam	2	EA	$750.00	$1,500.00	$8,500.00	$17,000.00
P.III.34	4" Perforated Drain Pipe at Retaining Walls	453	LF	$100.00	$45,300.00	$86.00	$38,958.00
P.III.35	Density Tests	80	EA	$750.00	$60,000.00	$290.00	$23,200.00
P.III.36	Reflectorixed Pavement Markings	1,856	LF	$6.00	$11,136.00	$4.00	$7,424.00
P.III.37	ADA Compliant Benches	7	EA	$6,632.95	$46,430.65	$15,000.00	$105,000.00
P.III.38	4" Topsoil (imported)	2,924	SY	$19.00	$55,556.00	$6.00	$17,544.00
P.III.39	Seeding	4	AC	$2,500.00	$10,000.00	$5,200.00	$20,800.00
P.III.40	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	$15,000.00	$15,000.00	$200,000.00	$200,000.00
P.III.41	Bid Allowance	1	LS	$400,000.00	$400,000.00	$400,000.00	$400,000.00
TOTAL PROPOSAL III - STARCKE PARK TRAIL REPLACEMENT					**$6,061,476.65**		**$4,984,948.00**

City of Seguin
Geronimo Creek Pipeline Project
Bid No. AF-2025-14
Bid Tabulation
August 12, 2025 - 3:00 PM

				Harper Brothers Construction, LLC 1310 Rankin Rd., Bldg. 18, Ste. 200 Houston, TX 77073		Zachary Underground and Utility Services, Inc. P.O. Box 33240 San Antonio, TX 78265	
Item	**Description**	**Qty.**	**Unit**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
PROPOSAL I - ALTERNATE BID (River Crossing Microtunneling Option)							
P.I.A.1	Mobilization/Demobilization	1	LS	$620,000.00	$620,000.00	No Bid	$0.00
P.I.A.2	30" HDPE Force Main (DR9)	380	LF	$330.00	$125,400.00	No Bid	$0.00
P.I.A.3	48" Steel Casing Pipe with Carrier Pipe (Microtunnelling)	1,471	LS	$5,500.00	$8,090,500.00	No Bid	$0.00
P.I.A.4	24" Steel Casing Pipe with Carrier Pipe (Microtunnelling)	736	LS	$4,000.00	$2,944,000.00	No Bid	$0.00
P.I.A.5	Microtunneling Shafts	4	EA	$2,400,000.00	$9,600,000.00	No Bid	$0.00
	TOTAL PROPOSAL I - ALTERNATE BID				**$21,379,900.00**		**$0.00**
BID SUMMARY							
	PROPOSAL II - BASE BID:				$30,901,275.12		$39,086,500.00
	PROPOSAL II - 14" FORCE MAIN:				$2,863,855.00		$2,318,400.00
	PROPOSAL III - STARCKE PARK TRAIL REPLACEMENT:				$6,061,476.65		$4,984,948.00
	TOTAL PROPOSALS I, II, & III:				**$39,826,606.77**		**$46,389,848.00**
	PROPOSAL I - ALTERNATE BID (River Crossing Microtunneling Option):				$21,379,900.00	No Bid	$0.00

CITY OF SEGUIN

To: City Council

From: Adam Rossing, Director of Public Works

Date: September 2, 2025

Subject: Resolution of the city council to award bid LF-2025-55 to Texas Materials and Brauntex Materials as suppliers of Hot Mix Asphalt for Public Works operations.

Historical Background

Bids were solicited for a contract to supply hot mix asphaltic concrete to the Public Works Department. Because asphalt and its application are temperature and time sensitive, staff recommends awarding contracts to multiple providers. This arrangement helps avoid supply and delivery delays which adversely affect scheduling street maintenance work. The contracts will allow for three (3) one-year extensions and at the time of contract renewal, the City shall increase the contract price by 3%. Vendors were asked to provide per-ton prices for two types of Hot Mix either delivered to a job site or picked up by City staff at the vendor's plant location. Five (5) bids were received as indicated on the attached bid tabulation. Both Brauntex Materials and Texas Materials have plant locations on Wald Road in New Braunfels and have provided this material successfully to the City for a number of years.

Funding for this material will be provided by the proposed FY26 Public Works Street Maintenance fund. The Department expects to use approximately 12,500 tons of Hot Mix during the year.

If approved, the annual contract will begin October 1, 2025.

Action Requested

Staff requests City Council approval to award annual contracts for the supply of hot mix asphaltic concrete to Brauntex Materials and Texas Materials, with the option for three (3) one-year extensions and a 3% annual price adjustment at renewal.

Procurement Methodology & Funding Source

Funding for this project will come from the Public Works Streets Maintenance funds.

Staff Recommendation

Staff recommends awarding bid LF-2025-55 to Texas Materials and Brauntex Materials as suppliers of Hot Mix Asphalt for Public Works operations.

ATTACHMENTS

1. Memo to Council
2. Bid Tabulation

RESOLUTION NO. 2025R-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH TEXAS MATERIALS AND BRAUNTEX MATERIALS TO SERVE AS SUPPLIERS OF HOT MIX ASPHALTIC CONCRETE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Seguin, Texas (the "City") solicited bids for the supply of hot mix asphaltic concrete for the City's Public Works Department operations; and

WHEREAS, the City received five (5) bids for said materials and staff has reviewed the bids and determined that awarding contracts to both Texas Materials and Brauntex Materials is in the best interest of the City to ensure a timely and consistent supply; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into agreements (the "Agreements") with Texas Materials and Brauntex Materials for the supply of hot mix asphaltic concrete; and

WHEREAS, the Agreements will allow for three (3) one-year extensions, with the contract price increasing by 3% at each renewal; and

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

Section 1. The Agreements between the City of Seguin, Texas, and Texas Materials and Brauntex Materials for the supply of hot mix asphaltic concrete are hereby approved.

Section 2. The City Manager is hereby authorized to execute the Agreements, together with any other documents or instruments necessary to carry out the provisions of the Agreements, and to take any action necessary to implement their terms.

Section 3. Funding for this project will come from the Public Works Street Maintenance funds.

Section 4. This Resolution shall become effective immediately upon its passage and adoption by the City Council.

PASSED AND ADOPTED this the _____ day of September, 2025.

CITY OF SEGUIN, TEXAS

_____
Donna Dodgen, Mayor

ATTEST:

_____
Kristin Mueller, City Secretary

SEGUIN
TEXAS

It's real.

CITY OF SEGUIN

205 N. RIVER

SEGUIN, TEXAS 78155

INVITATION FOR BIDS – Bid No. LF-2025-55

Annual Contract for Hot Mix Asphalt

Bids Due:
July 29, 2025, by 3:00 PM

Invitation for Bid

Bid No: LF-2025-55
Bid Title: Annual Contract for Hot Mix Asphalt
Bids Due: Tuesday, July 29, 2025, by 3:00 p.m. Central Time

The City of Seguin is soliciting bids for an annual contract for the supply of Hot Mix Asphalt in accordance with the specifications contained herein. The City of Seguin will receive responses until the date and time indicated above. Bids shall remain valid for sixty (60) days.

Bids MUST be sent electronically through http://www.bidnetdirect.com/texas/cityofseguin until **3:00 p.m., Tuesday, July 29, 2025**. Bids will be opened and organization's names read publicly in the Council Chambers of City Hall at that time.

Bids received after the time and date set for submission will be disqualified.

The City of Seguin reserves the right to reject or accept any and all proposals and to waive informalities.

Respondents are encouraged to read the entire document prior to submitting a bid. For questions regarding this Invitation for Bid please submit them through **BidNet** no later than **July 16, 2025**. Any clarification or interpretation of the specifications, if made, will be made only by written addendum issued by the City of Seguin Purchasing Department. Once issued, an addendum becomes a part of the bid documents. The City will not be responsible for any verbal explanation or interpretation of the bid made or given prior to the award of the contract.

SPECIFICATIONS

1. SCOPE AND INTENT

It is the intent of the City of Seguin (City) to enter into annual contracts for the supply of Hot Mix Asphalt, Types B & D, for use by the City's Public Works Department. Because asphalt and its application are time and temperature sensitive, the City intends to award primary, secondary, and alternate provider contracts for hot mix asphaltic concrete to avoid delays in street maintenance work. The purpose of these specifications is to describe the minimum requirements of the contracts. These contracts are intended for routine and continuous usage.

2. TERM OF CONTRACT

The initial contract term shall begin October 1, 2025, pending City Council approval of said contract through September 30, 2026.

Contracts may be extended, subject to written notice of agreement between the City and the successful bidders for three (3) additional one-year (1) periods beyond the initial contract period.

The City of Seguin will provide vendors with written notice of renewal or desire to re-bid prior to contract expiration date. Either party may terminate this agreement with a thirty (30) day written notice.

At the time of contract renewal, the City shall increase the contract price by 3%

3. BASIS OF AWARD

The City of Seguin reserves the right to award a contract or contracts to a bidder or bidders on the basis of the best value offered per item that fully meets specifications. Bidder does not need to bid on all items in order to be considered responsive. The City reserves the right to award contracts on all items, no items, or any combination of items to one or more bidders as deemed most beneficial to the City.

Criteria for award to be considered may include the stated price, the bidders' plant distance from the City of Seguin, the quality of the bidder's goods or services, the extent to which the bidder's goods meet the City's needs, the bidder's past relationship with the City, and any other relevant requirement listed or implied in these specifications.

4. MATERIAL

The material shall conform to the most recently updated version of Texas Department of Transportation's Standard Specifications, Item 340 (and 341) Dense-Graded Hot-Mix Asphalt Highway (Small Quantity) Types B and D.

5. DELIVERY

The City will order materials on an as-needed basis in varying quantities to be delivered to locations within the City Limits of Seguin or to be picked up at the bidder's plant. The City's typical "pick-up" requirement is 20 tons or less while delivery is typically over 20 tons.

6. QUANTITIES

The estimated annual usage of materials includes 2,500 tons of Type B and 10,000 tons of Type D Hot Mix Asphalts. The City's typical maximum one-day lay-down is 500 tons.

The actual quantities and frequency of orders may increase or decrease and may fluctuate seasonally during the year. Bidders are advised that whether they use or do not use this data as an aid in submitting their proposal is entirely at their discretion. The City reserves the right to increase or decrease quantities for any item dependent on available funding and demand during the entire term of this contract. Quantities on the Bid Form are for bidding purposes only and do not reflect exact or guaranteed amounts.

7. PRICING AND INVOICING

Pricing will be per ton delivered to locations in Seguin, Texas and priced per ton picked up by City forces at the bidder's plant. The per-ton price is all inclusive and no other fees will be allowed. Examples of other fees not allowed in addition to the per-ton fee are fuel surcharges, taxes, delivery fee, demurrage, etc.

Submit invoices electronically at accountspayable@seguintexas.gov or to the City of Seguin, Accounts Payable, PO Box 591, Seguin, TX 78156-0591.

8. SUPPLY AVAILABILITY

Bidder shall have sufficient material to fill orders within the requested delivery time of the order. Supplier agrees to notify the City when out of stock on any items due to circumstances beyond its control. The City will provide as much advance notice of requirements as is practicable on an as-needed basis. The City reserves the right to use the alternate or other sources if needed to purchase material(s) if it is not available from the primary and/or secondary awarded supplier(s).

9. INSURANCE

The vendor shall, at all times during the period in which contract is in force and effect, provide and maintain insurance of the type and in limits as set forth in Attachment A. Commercial general liability insurance will be written with the City as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. Bidders are required to submit the completed City of Seguin Insurance Requirement Affidavit form with their bid. **Prior to the commencement of any work under this Contract, Contractor shall furnish an original completed Certificate of Insurance to the City's Purchasing Manager.**

BID FORM
BID # LF-2025-55
HOT MIX ASPHALT ANNUAL CONTRACT

Hot Mix Asphalt	Quantity	Price per Ton	Extended Amount
Type D – Delivered	7,000 tons	$ 67.00 /ton	$ 469,000.00
Type D – Picked Up at Plant	3,000 tons	$ 60.00 /ton	$ 180,000.00
Type B – Delivered	1,500 tons	$ 64.00 /ton	$ 96,000.00
Type B – Picked Up at Plant	1,000 tons	$ 58.00 /ton	$ 58,000.00

Name of Business:___Texas Materials Group_____

Plant Location: _850 Solms Quarry Rd or 2682 Wald Rd, New Braunfels, TX 78132_

Phone:____210-265-3671_____

E-Mail:____jboney@texasmaterials.com_____

Submittal Requirements

We want to remind all digital bidders of the required submission order for the bidding documents. Proper adherence to this order ensures smooth processing and evaluation of your bids. The City may not evaluate or consider submittals missing one or more of the following submission materials.

When submitting your bid digitally, please ensure that the following documents are included in the specified order:

1. **Bid Form**: Requires bidders to include their proposed price, project scope, and relevant details, ensuring a consistent and transparent bidding process.
2. **Bidder's Exception Form**: If there are any exceptions or deviations from the terms stated in the bid documents, please clearly outline them in this form.
3. **Certificate of Corporate Bidder**: This document verifies the legal status of your corporation as an eligible bidder.
4. **CIQ Form**: The Conflict of Interest Questionnaire provides essential information about your company.
5. **Insurance Requirement Affidavit**: This affidavit confirms that you meet the insurance requirements specified in the bid documents.

Please ensure that all documents are correctly filled out, signed, and submitted in the order mentioned above.

Failure to adhere to this order may result in delays or complications during the evaluation process.

Thank you for your attention to this matter, and we look forward to receiving your bids.

ADDENDUM FORM
Bid # LF-2025-55

Receipt is hereby acknowledged of the following Addenda to the Specifications:

ADDENDUM NO. 1 DATED __7/15/2025____ ADDENDUM NO. 4 DATED _____

ADDENDUM NO. 2 DATED __7/17/2025_____ 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.**

Texas Materials Group
Company Name

Authorized Signature

1320 Arrow Point Dr, Suite 600
Address

Jason Boney
Printed Name

Cedar Park, TX 78613
City, State, Zip Code

Sales Manager
Title

210-970-2109
Phone No.

7/28/2025
Date

Email Address: jboney@texasmaterials.com

BIDDER'S EXCEPTION FORM
Bid # LF-2025-55

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:

WE PROPOSE THE FOLLOWING EXCEPTIONS TO THE SPECIFICATIONS:

SECTION	PAGE/ PARAGRAPH #	EXCEPTION

NOTE: If additional pages are needed, attach to the back of this page and note "See Page 2-Deviations" on this page.

Texas Materials Group
Company Name

Authorized Signature

CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am _____(title)

Of the corporation named as Bidder herein; that _____ who signed

this bid on behalf of the Bidder, was then _____ (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: _____

Type or Print Name: _____

Title of Officer: _____

CERTIFICATE OF CORPORATE BIDDER

I, Dean Buchanan, certify that I am Asst/Secretary (title)

Of the corporation named as Bidder herein; that Jason Burey who signed

this bid on behalf of the Bidder, was then Sales Manager (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: _____

Type or Print Name: Dean Buchanan

Title of Officer: Asst Secretary

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Texas Materials Group

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

7/28/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2025-1342406

Date Filed:
07/28/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Texas Materials Group Inc
Cedar Park, TX United States

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

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.
LF-2025-55
hot mix asphalt & delivery

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Texas Materials Group Inc	Cedar Park, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jason Boney, and my date of birth is 10/08/1980.

My address is 1320 Arrow Point Suite 600, Cedar Park, TX, 78613, USA.
(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 28 day of July (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

GENERAL CONDITIONS OF BIDDING

These general conditions apply to any procurement of products or services by the City of Seguin. Failure to comply with these General Conditions of Bidding may result in the bid being disqualified.

1. DEFINITION OF TERMS

A. "Bid documents" mean the entire packet of documents provided to bidders, including, but not limited to the General Conditions of Bidding, General Conditions of Agreement, General and/or Technical Specifications, Special and Supplementary Conditions, Information to Bidders, Bid Form(s) and any Addendum.

B. "Bidder" means a person or firm submitting a bid, proposal, or quote to provide equipment, material, and/or services necessary in the performance of these specifications and competing for award of a contract.

C. "Bid" or "Proposal" means an offer to perform or provide the requirements specified herein. "Furnish" or "provide" means to supply, equip, and deliver the specified equipment, material and/or services to the Purchaser.

D. "Formal Bid" is a formally advertised solicitation for acquiring goods, services, and construction that requires a public opening of sealed bids or proposals, generally $50,000 or more.

E. "Informal Bid" is a competitive bid or price quotation for supplies or services under $50,000 that is conveyed by letter, telephone, or other means and does not require a sealed bid, public opening, or public reading of bids.

F. "City", "Purchaser", or" Owner" shall refer to the City of Seguin, PO Box 591, Seguin, Texas 78156-0591.

G. "Contract" means the contract awarded pursuant to this solicitation.

H. "Contractor" or "Vendor" means the bidder to which a contract award has been made by the City.

I. "Purchase Order" means the document issued by the City that creates a legal binding contract between the City and the Contractor and authorizes the Contractor to ship goods pursuant to the contract.

2. SUBMISSION OF BIDS

A. All bids must be on blank forms furnished by the Purchasing Department and must be written in ink or typed. Pencil quotations will not be considered. Proposals must be submitted on the forms or in the format called for in specifications. Each must be executed personally by the bidder, or if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the bidder must accompany the bid. If the bidder is a corporation, the certificate of corporate bidder must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the bid. By execution of the bid, the bidder accepts all general and special conditions of the contract and the specifications.

B. **Formal** sealed bids and proposals must be received at the date, time, and place specified in the bid document packaged in a sealed envelope (8 1/2" x 11" minimum) clearly marked with the bid or project name, bid number, and date/time of opening, unless otherwise specified. An early postmark will not

suffice. Bids and proposals will be publicly opened and read followed by evaluation and award at a later date. **Formal bids and proposals ($50,000 or higher) may NOT be faxed or submitted via e-mail.**

C. Informal bids are due at the date, time, and place stated in the bid document. **Informal bids (less than $50,000) may be faxed or submitted via e-mail.**

D. Each Bidder agrees that its price will remain firm and subject to acceptance by the City for a period of sixty (60) calendar days from the bid opening date. The prices quoted in the bid shall not be subject to escalation except where otherwise clearly indicated by the Bidder or by the City in bid documents. The basis for the escalation shall be clearly indicated in either case.

E. All information required by the bid documents will be furnished. The bidder will print or type its name, in ink, and manually sign the bid sheet. The bid sheet, with original signatures, must be submitted.

F. All prices shall be quoted as required in the specifications. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price show and the total price shown, the unit price will govern.

G. No change in price will be considered after bids have been opened. The City reserves the right to negotiate prices as submitted by proposal as allowed by state statute.

H. In case of ambiguity or lack of clarity in stating prices in the bid, Purchaser reserves the right to adopt the price written in words or reject the bid. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

I. If this bid is altered, any erasure or alteration of figures on the item on which the erasure or alteration is made must be initialed by signee of this bid.

J. The City reserves the right to extend the bid closing time and date. Notification will be made by addendum.

K. The City reserves the right to increase or decrease the quantity specified, unless the bidder specified otherwise.

3. WITHDRAWAL OF BIDS

A. A Bidder may withdraw a bid before Council acceptance of the bid without prejudice to himself by a written request addressed to the Purchasing Manager.

B. When the mistake was a result of a bidder's negligence, and City has no knowledge of the mistake when bids were opened, and awarded a contract based on the bid, bidder will not be released and shall be bound by the bid.

C. If a mistake is not discoverable and verifiable by the City, bidder's incorrect interpretation of Engineering specifications set forth in a construction contract will not release him from his obligations, once a contract has been awarded by City Council and bidder has received notice of such award.

4. GENERAL CONDITIONS

Bidders will submit their bids or proposals upon the following express conditions:

A. Bidders shall thoroughly examine all drawings, specifications, plans, schedules, instructions, and all other contract documents pertaining to this bid.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials or equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

C. If any bidder is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, they may submit a written request for clarification to the Purchasing Manager. A request for clarification should be submitted by the deadline, if any, indicated in the specifications.

D. All materials, equipment, supplies which are new, non-standard to the City of Seguin, and/or items which are to be listed as an alternate or exception must be pre-approved PRIOR to placing them on a bid proposal. In order to fairly evaluate all bids, sufficient time requirements for possible field testing or demonstrations should be allowed.

E. Bidders are advised that City contracts are subject to all legal requirements under Local, State and Federal statutes, ordinances, and regulations. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.

F. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee.

G. The City of Seguin is committed to maintaining fair and open competition as required by local, state, and federal laws and statutes. Every effort is made to maintain the highest level of ethical conduct in every aspect of the procurement process. Sharp business practices or high-pressure tactics will not be tolerated. Qualification and selection of vendors is based on those vendors who share the same high standards of ethical conduct.

5. DESCRIPTION OF GOODS

A. Any catalog or manufacturer's reference in this bid is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Any such references are made a part of these contract documents as if incorporated verbatim herein.

B. The term "Or Equal", if used, is intended to allow substitution of a brand which has all the essential performance, features, reliability, and other salient characteristics as the brand name and model stated in the item description. "Or Equal" is intended to establish a level of quality and function and is not to be interpreted as a preference for a particular brand. Other brands meeting these minimum requirements will be accepted. Bid submitted on an "Or Equal" item must clearly identify the proposed product, the quantity of the product, model, and type, as applicable.

C. Alternate bids will not be considered unless expressly authorized by the bid documents.

6. PREPARATION OF BID

Bidders will prepare bids in accordance with the following:

A. Specifications are written to encourage competition. The specifications herein shall be the basis of comparison between bidders. There is no intent to discriminate against any supplier or vendor but rather to set a definite standard of performance. Bidders are required to quote services and/or equipment that will meet or exceed the minimum or maximum specifications herein.

B. Any omission in the specifications of any minor requirement necessary to make each unit complete and functional shall not relieve the Supplier of responsibility to furnish any material or equipment necessary.

C. The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

D. Bidders shall not include federal taxes nor State of Texas limited sales, excise and use taxes in bid prices since the City of Seguin is exempt from payment of such taxes under section 151.309 of the Texas Tax Code.

E. By submitting a bid, each bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision.

F. By submitting a bid, each bidder certifies that it does not currently owe any money to the City.

G. The City is exempt from the Federal Excise and Transportation Tax, and the Limited Sales and Use Tax. Unless the bid form or specification specifically indicates otherwise, the price bid must be net exclusive of the above-mentioned taxes and will be so construed.

H. Prompt payment discounts will not be considered in determining low bids and making awards.

7. BID DEPOSIT

No bid deposit will be expected of bidder UNLESS specifications expressly provide otherwise. If a bid bond is required, the submitted bond may be in the form of a cashier's check, cash, a certified check made payable to the City of Seguin or an original bond submitted in the form required by the City in the Bid Documents. The bond shall be executed by a surety authorized by the Texas State Insurance Commission and must be signed by both the surety and the bidder. Should a bid deposit be presented in a form not acceptable to the City, the bid will not be considered.

8. EXCEPTIONS

If Bidder takes exceptions to any provisions of the specifications, the exceptions must be specifically and clearly identified by section in Bidder's bid, and Bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire bid document.

9. ADDENDA

Any clarification or interpretation of the bid, if made, will be made only by written addendum issued through the Purchasing Department and signed by the City of Seguin Purchasing Manager. A copy of such Addendum will be mailed or delivered to each person receiving bids. Addenda to the bid documents may be issued in response to a request for clarification or objection, or for any other reason the City considers advisable. Once issued, an addendum becomes a part of the bid documents. All addenda can be viewed and downloaded at the City's website: www.seguintexas.gov. It is the bidder's responsibility to check this site to determine if the City has issued any addenda. The City will not be responsible for any other explanation or interpretation of the bid made or given prior to the award of the contract.

10. REJECTION OF BIDS

A. The City of Seguin reserves the right to accept or reject any or all bids, and to waive any informalities and technicalities. The City of Seguin shall consider all factors it believes to be relevant in

selecting the offer that provides the best value for the City including, but not limited to, the offered price. Causes for bidder disqualification and rejection of bids may include, but shall not be limited to:

1. Bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Purchaser may make such investigation as is deemed necessary to determine the ability of the Bidder to provide the equipment, material, and/or services as required by this specification and to determine the adequacy of the proposed equipment, material, and/or services. The Bidder shall furnish, upon request, all such data and information requested for this purpose. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

2. Bidder's current violation of any City ordinance.

3. Bidder's misstatement or concealment of any material fact in the bid.

4. Bid or proposal's nonconformance to law or the requirements of the bid specifications.

5. Failure to use or properly complete the bid/proposal form furnished by the City of Seguin.

6. Lack of signature by an authorized representative on the proposal form.

7. Alteration of bid form.

8. Evidence of collusion among proposers.

9. Omission of proposal guarantee (if required).

10. In the event that a bidder is, or subsequently becomes, delinquent in the payment of his, her or its City taxes, including state and local sales taxes, or any other City financial obligation, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract.

11. AWARD

A. The City reserves the right to award a bid or contract to the bidder who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider the following to include but not limited to:

1. Price
2. Reputation of Bidder
3. Work Experience of Bidder
4. Quality of bidder's goods and services
5. Conformance to specifications
6. Bidder's past relationship with the City
7. Total estimated Long-Term Cost in a contract with Bidder
8. Crew availability
9. Material Delivery

B. The City reserves the right to reject or accept all or any combination of bids.

C. The City reserves the right to reject or accept all or any combination of base bid plus alternative bids when alternate bids are called for in bid documents, subject to available funding.

D. Contractor is an independent contractor. Award of a contract does not create a joint venture

between the Contractor and the City.

12. CONTRACT

A. City's Bid Documents combined with the Vendor's response (bid or proposal) submitted to and accepted by the City, constitutes a contract between the City of Seguin and the selected vendor at the time the Seguin City Council awards the contract to such vendor.

B. No further documentation is required, although the contracting parties may supplement the contract with further documentation. By submitting a bid or proposal, the vendor agrees to comply with the Terms and Conditions and other requirements set forth in the Bid Documents and to be further bound to the representations and information the vendor provides in the response.

C. Acceptance of bidder's offer may be in the form of a "Notice of Award", a Purchase Order (P.O.) or a "Contract".

13. RESERVATIONS

THE CITY EXPRESSLY RESERVES THE RIGHT TO ACCEPT, REJECT OR CANCEL ANY AND ALL BIDS and:

A. Waive any defect, irregularity, or informality in any bid or bidding procedure;

B. Reissue a bid invitation or proposal;

C. Procure any item by other allowable means;

D. Waive minor deviations from the specifications when a bid meets the intent of the specifications and consider such bid if it is determined the bid's total cost is lower, the purpose for the bid is improved or not impaired, the bid amounts to the best value for the City, and/or the waiver otherwise results in a measurable benefit on behalf of the City.

E. Extend any contract when most advantageous to the City as provided by original contract conditions.

14. WARRANTIES

A. WARRANTY FOR PRODUCT: The Contractor warrants to the City that all goods delivered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, will be of merchantable quality, good workmanship, free from defects, and fit for all purposes specified in this contract. The Contractor shall not Limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the City. The Contractor will provide copies of applicable warranties or guarantees to the Purchasing Manager. The City may return goods not meeting applicable warranties to the Contractor at the Contractor's expense.

B. WARRANTY FOR PRICE: The City will pay the price for goods specified by the Contractor's bid. The Contractor warrants its price to be no higher than the Contractor's current prices or charges on orders by others for products or services of the kind and specification covered by this bid contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices or charges shall be reduced to Contractor's current prices or charges on orders by others, or in the alternative, City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

C. SAFETY WARRANTY: Contractor warrants that the goods sold to the City conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) as amended. In the event the goods do not so conform, the Contractor must correct or

replace the goods at the Contractor's expense. If the Contractor fails to do so within a reasonable time, the City, at its discretion, may cause the correction to be made at the Contractor's expense, or may return the goods at the Contractor's expense and terminate this contract.

15. PROTESTS

A. The City Council is the final authority on issues relating to this contract. The Purchasing Manager is the City's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence.

B. Any protest to the City's consideration of any bid must be submitted in writing and delivered to the City of Seguin, ATTN: Purchasing Manager.

C. The protest may be delivered in person to the Purchasing office located at 211 North River, Seguin, Texas, or by certified mail, return receipt requested, to the following address: City of Seguin, Purchasing Department, ATTN: Purchasing Manager, PO Box 591, Seguin, Texas 78156-0591.

D. The written protest must include the following information before it may be considered by the City:

1. Name, mailing address, and business phone number of the protesting party;
2. Identification of the bid or proposal being protested;
3. A precise and concise statement of the reason/reasons for the protest which should provide enough factual information to enable the City to determine the basis of the protest;
4. Any documentation or other evidence supporting the protest.

E. The Purchasing Department, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the City's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager. If the Purchasing Department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager.

F. A request for the City Manager's review must be in writing and received by the Purchasing Department within three (3) business days from the date the Purchasing Department informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing Department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above. If the protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no further review by the City is required. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing Department before review by the City Manager. If the protesting party requests a review by the City Manager, such documentation will be forwarded to the City Manager for consideration. The City Manager may likewise notify the protesting party or any City department to provide additional information.

G. The decision reached by the City Manager will be final, but the protesting party may still appear before the City Council during the hearing of citizens' session.

16. SHIPMENT & DELIVERY

A. Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping location in Seguin, Texas unless otherwise specified in the bid documents. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned.

B. The bidder certifies all materials, parts, and equipment supplied or represented in response to this bid shall be new and unused unless noted elsewhere in the bid documents.

C. The title and risk of loss of the goods will not pass to the City until receipt and acceptance takes place at the FOB point. The City department receiving deliveries or issuing purchase orders under this contract will inspect and accept any and all deliveries made and may reject those items which are damaged or which do not conform to the specifications. The Contractor is responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries at no additional cost.

D. Delivery dates pertaining to this specification must be clearly stated in the bid form where required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disqualified. Proposed delivery time must be specific and such phrases "as required", "as soon as possible", or "prompt" may result in disqualification of the bid.

E. Vendor must keep the City advised as to the status of the delivery. When delivery delay can be foreseen, the Vendor shall give prior notice to the City.

F. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

17. REJECTIONS

A. Delivered articles not in accordance with samples and specifications must be removed by the bidder at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by the City's Purchasing Manager or his/her designated representative.

B. All articles enumerated in the proposal shall be subject to inspection or delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be reported to the Purchasing Manager who shall have the right to reject the whole or any part of the same.

18. PAYMENTS

A. Payment of invoices by the City shall be made thirty (30) days after receipt and acceptance of all equipment or performance of services covered by each purchase order or following the receipt of an accurate invoice, whichever is later, in compliance with state statute. Bidder shall state his bid in accordance with the standard payment terms and conditions of the City of Seguin of Net 30 days. All bids must be stated in terms of dollars and cents, the bidder's lowest, best, and final price.

B. Invoices submitted or otherwise used pursuant to the bid awarded under this IFB shall be presented to the City in the following form and content:

1. Each invoice must reference the City of Seguin contract, agreement, or P.O. number;
2. Only one contract, agreement, or project shall be billed on a particular invoice;
3. Each invoice must have a billing or invoice number and an Invoice Total.

C. The invoice requirements stated herein shall not be read to disallow or exclude other information

that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

19. ASSIGNMENT

No right or interest in the contract shall be assigned, nor delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

20. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

21. FORCE MAJEURE

In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events reasonably outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

22. GRATUITIES

The City may, by written notice to the Vendor, cancel this contract without liability to the City if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event City, as set forth in this paragraph, cancels this contract the City shall be entitled to recover from the Vendor all additional costs incurred by City as a result of the cancellation.

23. TERMINATION

A. DEFAULT: Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within 10 days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed 10 days will authorize the other party to terminate this agreement by written notice.

B. CONVENIENCE: The City reserves the right to terminate this contract upon 30 days written notice for any reason deemed by the City Council to serve the public interest. Termination for convenience will not be made when termination is authorized under any other provisions of this contract. In the event of such termination the City will pay the Contractor those costs directly attributable to supplies obtained in compliance with the contract prior to termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the normal course of doing business. The City is not liable for loss of any profits anticipated to be made hereunder.

C. FUNDING: The City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

D. FUNDING OUT: The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeur shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.

24. ENTIRETY OF AGREEMENT/AMENDMENTS

This and the other documents in the bid package represent the entire agreement between the parties relating to the subject matter of this contract. Any prior agreements, promises, negotiations, or representations between the parties are not binding unless included in this contract. All amendments to this contract must be in writing and executed by both parties.

25. SEVERABILITY

In case any one or more of the provisions contained in this contract is held to be invalid or unenforceable in any respect by a court of proper jurisdiction, the invalidity, illegality or unenforceability will not affect any other provision of this contract, and this contract will be construed as if the invalid or unenforceable provision was not contained herein.

26. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

27. INDEMNITY

THE VENDOR WILL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FROM ANY AND ALL LAWSUITS, CLAIMS, DEMANDS AND CAUSES OF ACTION OF ANY KIND ARISING FROM THE NEGLIGENT OR INTENTIONAL ACTS ERRORS OR OMISSIONS OF THE VENDOR, ITS OFFICERS, EMPLOYEES OR AGENTS. THIS WILL INCLUDE, BUT NOT BE LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTEREST, COURT COSTS, REASONABLE LEGAL FEES, AND ALL OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF ANY PARTY, INCLUDING THE AMOUNTS OF ANY DAMAGES OR AWARDS RESULTING FROM CLAIMS DEMANDS AND CAUSES OF ACTION FOR PERSONAL INJURIES, DEATH OR DAMAGES TO PROPERTY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS, COPYRIGHTS, AND TRADEMARKS AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS, DEMANDS, OR CAUSES OF ACTION OF EVERY CHARACTER OCCURRING, RESULTING, OR ARISING FROM ANY NEGLIGENT OR INTENTIONAL WRONGFUL ACT, ERROR OR OMISSION OF THE VENDOR OR ITS AGENTS OR EMPLOYEES. THIS OBLIGATION BY THE VENDOR WILL NOT BE LIMITED BY REASON OF THE SPECIFICATION OF ANY PARTICULAR INSURANCE COVERAGE REQUIRED UNDER THIS AGREEMENT.

28. PATENTS

The bidder agrees to indemnify and save harmless the City, the Purchasing Manager, and his/her assistants from all suits and actions of every nature and description brought against it or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes are used.

29. CONFIDENTIALITY

The City of Seguin is governed by the Public Information Act ("The Act"), Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under The Act. On each page where proprietary information appears, information considered confidential must be labeled. Failure to so label the proprietary or confidential information shall be considered as a waiver of any confidentiality rights or interests. Disclosure of requested information will be determined in accordance with the Texas Public Information Act. You are not encouraged to submit such data and information unless it is absolutely required to understand and evaluate your response. If such data and information is submitted, you agree that the

City shall not be liable for disclosure of such data and information and hereby release the City from any liability. In the event a request for public information is filed with the City which involves information labeled as confidential, you will be notified by the City of the request so that you will have an opportunity to contact the Attorney General as to why such information should not be released.

30. ANTI-LOBBYING PROVISION

Bidders are prohibited from directly or indirectly communicating with City Council members regarding the Bidder's qualifications or any other matter related to the eventual award of a contract for the services requested under this Invitation for Bids. Bidders are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the Bidder from the selection process.

Upon issuance of the Invitation for Bids, all bidder communications and requests for clarification or objections shall be directed in writing to the Purchasing Manager for response, determination and dissemination to all bidders. Any communication by bidders or their representatives toward other city officers or employees regarding this Invitation for Bids or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A lobbyist or a proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

31. CONFLICT OF INTEREST

A person or vendor seeking to contract with the City must file a Conflict of Interest Questionnaire (CIQ) if the person has a business relationship with the City, and either: has a business relationship with a city official or a city official's family member; or has given a gift worth more than $250 to a city official or city official's family member within the previous 12-month period. A vendor required to file a CIQ must do so with the City's Purchasing Manager within seven business days of: (1) beginning contract discussions with the city; (2) submitting to the City an application, response to a request for proposals or bid; or (3) learning of the existence of the applicable business relationship. Vendors should see Texas Local Government Code Chapter 176 in an effort to determine its applicability. The conflict of interest questionnaire form is included herein and is available from the Texas Ethics Commission at www.ethics.state.tx.us.

32. CERTIFICATE OF INTERESTED PARTIES

Texas Government Code, Sections 2252.908 requires a business entity to submit a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity following the guidelines prescribed by the Texas Ethics Commission at www.ethics.state.tx.us . The law applies to contracts that require an action or vote by the governing body of the governmental entity before the contract is signed. The Form 1295 is included herein. The completed Form 1295 must be submitted electronically by the business entity to the state. A copy of the certified Form 1295 including the certification number generated by the state must be provided to the City of Seguin at the time a bid or proposal is submitted. Information on the Form 1295 may be considered by the City during bid evaluation and award. The City will only officially acknowledge the Form 1295 submitted by the awarded vendor which will cause it to be publicly posted on the Texas Ethics Commission website.

33. ANTI-DISCRIMINATION IN EMPLOYMENT

The Bidder, if permitted, certifies complete compliance with the Federal Civil Rights Law and the American with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs and

services shall include, but not be limited to, the following employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other compensation; and selection for training, including apprenticeship.

34. COMPLIANCE WITH FEDERAL WAGE AND TAX LAWS

The Bidder shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Income Tax Withholding, Workers' Compensation, pensions and similar matters.

35. LOCAL VENDOR PREFERENCE POLICY

Texas Local Government Code, Sections 271.905(a) and 271.9051 allow the City to consider a vendor's principal place of business in awarding certain contracts by way of competitive bids. This consideration is in effect to promote economic development opportunities through the contract by employing local residents and increasing tax revenue. The City of Seguin applies a local vendor preference to bids in compliance with state statute.

36. ANTI ISRAEL CERTIFICATION

In compliance with Texas legislature HB 89, by bidding on or accepting an order to provide goods or services to the City of Seguin, the vendor /supplier certifies that the company does not boycott Israel and will not do so at any time while doing business with the City of Seguin.

37. ENERGY BOYCOTT PROHIBITED

In compliance with Texas legislature **S.B. 13 (Birdwell/P. King) – Energy Boycott**: among other things, prohibits a city from entering into a contract with a value of $100,000 or more that is to be paid from public funds with a company with more than 10 full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

38. FIREARMS

In compliance with Texas legislature **S.B. 19 (Schwertner/Capriglione) – Firearms**: among other things, (1) prohibits a governmental entity from entering into a contract with a value of $100,000 or more that is to be paid from public funds with a company with more than 10 full-time employees for the purchase of goods or services unless the contract contains a written verification from the company that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and (2) provides that the prohibition in (1) does not apply to a city that (a) contracts with a sole-source provider, or (b) the city does not receive any bids from a company that is able to provide the required verification required by (1)

39. NOTICES

All notices called for or required by this agreement will be addressed to Purchasing Manager, City of Seguin, 205 N. River Street, Seguin, Texas 78155, or such other party or address as either party designates in writing, by certified mail, postage pre-paid, or by hand delivery, and will be effective five days after mailing.

40. STATE AND FEDERAL FUNDED PROCUREMENTS

The City of Seguin follows State of Texas and Federal 2 CFR 200.318-326 and Appendix II to Part 200 procurement law and guidance in the purchasing and contract management of goods and services funded by state and/or federal funds. Additional policy guidance is contained in the City of Seguin Purchasing Policy which addresses the City's requirements pertaining to the procurement and

expenditure of local, state and federal funds.

41. QUESTIONS

Questions regarding interpretation of specifications, bids, bid results or bid awards should be directed in writing to the Buyer indicated in the General and/or Technical Specifications or to the Purchasing Manager, abruns@seguintexas.gov and be referenced by bid number and bid title.

ATTACHMENT A
(Revised 5/23/23)

INSURANCE

SECTION A. Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to the Purchasing office. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE IS RECEIVED BY THE CITY OF SEGUIN'S PURCHASING DEPARTMENT, and no officer or employee of the City shall have authority to waive this requirement.

INSURANCE COVERAGE REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY, based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

SECTION C. Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

	TYPE	AMOUNT
1.	**Workers' Compensation** and **Employer's Liability**	Statutory
	NOTE: For building or construction projects, and services provided at City-owned facilities, the successful Contractor shall meet the minimum requirements defined in the Texas Workers' Compensation Commission Rule 28 TAC §110.110 which follows this insurance attachment.	
2.	**Commercial General (public) Liability** including coverage for the following:	
	a. Premises operations	$1,000,000 per occurrence
	b. Independent contractors	$2,000,000 aggregate
	c. Products/completed operations	
	d. Personal injury	
	e. Advertising injury	
	f. Contractual liability	
	g. Medical payments	
	h. Professional liability*	
	i. Underground hazard*	
	j. Explosion and collapse hazard*	
	k. Liquor liability*	
	l. Fire legal liability*	
	m. City's property in Contractor's* care, custody, or control	
	n. Asbestos specific liability*	
	* **Not required for this contract**	
3.	**Comprehensive Automobile Liability** insurance, including coverage for loading and unloading hazards, for:	$1,000,000 per occurrence
	a. Owned/leased vehicles	

	b.	Non-owned vehicles	
	c.	Hired vehicles	
4.	**Errors and Omissions** insurance policy (when applicable)		$1,000,000 per occurrence or claim $2,000,000 aggregate for the willful or negligent acts or omissions of any no less than officers, employees or agents thereof
5.	**Cyber** (when applicable)		$2,000,000

ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

CONTRACTOR agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions.

a. Name the City of Seguin and its officers, employees, and elected representatives as an Additional Insured(s), (as the interest of each insured may appear) to all applicable coverage.

b. Provide for 30 days notice to City for cancellation, non-renewal, or material change.

c. Provide for notice to City at the address shown below by registered mail.

d. CONTRACTOR agrees to waive subrogation against the City of Seguin, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.

e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

f. For coverages that are **only** available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five years which shall begin at the end of the warranty period.

NOTICES

CONTRACTOR shall notify CITY in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

Purchasing Department
City of Seguin
P.O. Box 591
Seguin, Texas 78156

SECTION D. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.

WORKERS COMPENSATION INSURANCE
for
Building or Construction Projects and Services Provided at City-Owned Facilities

TEXAS WORKERS' COMPENSATION COMMISSION RULE 28 § 110.110

****

As required by the Texas Workers' Compensation Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

1. Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

2. Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City of Seguin.

3. Persons providing services on the project ("subcontractor" in Section 406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the City of Seguin prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Seguin showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Seguin:

1. A certificate of coverage, prior to that person beginning work on the project, so the City of Seguin will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

G. The Contractor shall notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. Obtain from each other person with whom it contracts, and provide to the Contractor:

   a. A certificate of coverage, prior to the other person beginning work on the project; and

   b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

6. Notify the City of Seguin in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Seguin that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City of Seguin to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City of Seguin.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

2. Remodeling, extending, repairing, or demolishing a structure; or

3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

CITY OF SEGUIN
INSURANCE REQUIREMENT AFFIDAVIT

To be Completed By Appropriate Insurance Agent

and submitted <u>with</u> bid proposal.

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Seguin, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

David Shafer
Agent (Signature)

David Shafer
Agent (Print)

Name of Agency/Broker: Liberty Mutual Insurance Co (insurance carrier)

Address of Agent/Broker: 500 N 3rd Street, Suite 300

City/State/Zip: Wausau, WI 54403

Agent/Broker Telephone #: (973) 548-6973

CONTRACTOR'S NAME: Texas Materials A CRH Company
(Print or Type)

NOTE TO AGENT/BROKER

If this time requirement is not met, the City has the right to invalidate the bid award and award the contract to the next lowest bidder meeting specifications. Should an awarded bid be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Purchasing Manager for the City of Seguin at (830) 401-2451

BID FORM
BID # LF-2025-55
HOT MIX ASPHALT ANNUAL CONTRACT

Hot Mix Asphalt	Quantity	Price per Ton	Extended Amount
Type D – Delivered	7,000 tons	$ 68.00 /ton	$ 476,000.00
Type D – Picked Up at Plant	3,000 tons	$ 58.00 /ton	$ 174,000.00
Type B – Delivered	1,500 tons	$ 65.00 /ton	$ 97,500.00
Type B – Picked Up at Plant	1,000 tons	$ 55.00 /ton	$ 55,000.00

Name of Business: Brauntex Materials, Inc.

Plant Location: 1504 Wald Rd, New Braunfels, TX 78132

Phone: 830-625-6276

E-Mail: sales@brauntexmaterials.com

ADDENDUM FORM
Bid # LF-2025-55

Receipt is hereby acknowledged of the following Addenda to the Specifications:

ADDENDUM NO. 1 DATED 7/15/25 ADDENDUM NO. 4 DATED _____

ADDENDUM NO. 2 DATED 7/17/25 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.**

Brauntex Materials, Inc. — Company Name

[signature] — Authorized Signature

1504 Wald Rd — Address

William D. Fischer — Printed Name

New Braunfels, TX 78132 — City, State, Zip Code

President — Title

830-625-6276 — Phone No.

7/29/2025 — Date

Email Address: Sales@brauntexmaterials.com / wdfischer@brauntexmaterials.com

BIDDER'S EXCEPTION FORM
Bid # LF-2025-55

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:

WE PROPOSE THE FOLLOWING EXCEPTIONS TO THE SPECIFICATIONS:

SECTION	PAGE/ PARAGRAPH #	EXCEPTION
		No Exceptions

NOTE: If additional pages are needed, attach to the back of this page and note "See Page 2-Deviations" on this page.

Brawtex Materials, Inc.
Company Name

Authorized Signature

CERTIFICATE OF CORPORATE BIDDER

I, William D. Fischer, certify that I am President (title)

Of the corporation named as Bidder herein; that William D. Fischer 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: [signature]

Type or Print Name: William D. Fischer

Title of Officer: President

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Braun-tex Materials, Inc.

2 ☑ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ 7/25/25

Signature of vendor doing business with the governmental entity — Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2025-1342808

Date Filed:
07/29/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brauntex Materials, Inc.
New Braunfels, TX United States

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

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.
LF-2025-55
Annual Contract for Hotmix Asphalt

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Fischer, William	New Braunfels, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is William D. Fischer, and my date of birth is July 2, 1965.

My address is 815 Herbelin Rd., New Braunfels, TX, 78132, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Comal County, State of Texas, on the 29 day of July, 20 25.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CITY OF SEGUIN
INSURANCE REQUIREMENT AFFIDAVIT

To be Completed By Appropriate Insurance Agent and submitted with bid proposal.

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Seguin, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

Agent (Signature) _____ Agent (Print) AARON SCHMIDT

Name of Agency/Broker: HARWELL & SCHMIDT INSURANCE

Address of Agent/Broker: 1619 COMMON ST. STE B206

City/State/Zip: NEW BRAUNFELS, TX 78130

Agent/Broker Telephone #: (830) 620 4224

CONTRACTOR'S NAME: BEAUNTEX MATERIALS, INC.
(Print or Type)

NOTE TO AGENT/BROKER
If this time requirement is not met, the City has the right to invalidate the bid award and award the contract to the next lowest bidder meeting specifications. Should an awarded bid be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Purchasing Manager for the City of Seguin at (830) 401-2451

____ **BID OPENING**

____ **PROPOSAL RECEIPT ACKNOWLEDGEMENT ONLY**

PROJECT: Hot Mix Asphalt Annual Contract

BID NO. # LF-2025-55 **DATE:** 7-24-25 **TIME:** 3:00 pm

BIDDER/CONTRACTOR	5% BOND	ADDENDA	Type D Delivered	Type D Picked up	Type B Delivered	Type B Picked up		
Browntex Materials Inc		✓	$68	$58	$65	$55		
Colorado Materials Ltd		✓	$74	$64	$72	$62		
Lone Star Paving		✓	$77.50	$66	$68.50	$57		
Texas Materials		✓	$67	$60	$64	$58		
Vulcan Construction Materials		✓	$82	$69	$80	$67		

CITY OF SEGUIN

To: City Council

From: Adam Rossing, Director of Public Works

Date: September 2, 2025

Subject: Resolution of the city council to award bid LF-2025-54 to Westhill Paving Inc. and Guerra Underground, LLC in the amount of $900,000.00 for 2025/26 IDIQ Utility Cut Street Repairs

Historical Background

In 2023, the City determined that outsourcing utility cut repairs was necessary to address the increasing demand and scheduling challenges faced by Public Works. In the most recent year, funding for this work was set at $850,000.

To continue this effort, bids were solicited for an Indefinite Delivery/Indefinite Quantity (IDIQ) Utility Cut Repair Contract, resulting in four bidders. Based on best value, Westhill Paving, Inc. and Guerra Underground LLC were selected to perform the work.

The Utility Cut Repair Contract is a critical tool for ensuring that roadway surfaces disturbed by utility work are restored properly and consistently. Maintaining this contract provides the following benefits:

- Preservation of Roadway Integrity – Extends pavement life, prevents premature failure, and protects the City's infrastructure investment.
- Public Safety – Reduces hazards for drivers, cyclists, and pedestrians by preventing uneven surfaces, potholes, and trip hazards.
- Efficiency and Timeliness – Allows repairs to be completed quickly without delays from re-bidding or piecemeal work, minimizing disruption to residents and traffic.
- Cost-Effectiveness – Establishes consistent unit pricing through competitive bidding, helping manage costs and maintain budget predictability compared to emergency repairs.
- Accountability and Quality Control – Ensures work meets City standards through inspection and oversight of contracted performance.

By continuing the Utility Cut Repair Contract, the City can efficiently manage utility-related street repairs, preserve roadway quality, and maintain safe and reliable streets for the community.

Action Requested

Staff requests City Council approval to award annual contracts to Westhill Paving, Inc. and Guerra Underground LLC for 2025/26 IDIQ Utility Cut Street Repairs in the amount of

$900,000.00, with the option for up to three (3) one-year extensions and a 3% annual price adjustment at the time of renewal.

Procurement Methodology & Funding Source

Funding for this project will come from account 002-5700-45900 in the amount of $900,000.

Staff Recommendation

Staff recommends the agreement be executed with Westhill Paving, Inc. and Guerra Underground, LLC in the amount of $900,00.00.

ATTACHMENTS

1. Memo to Council
2. Bid Tabulation

RESOLUTION NO. 2025R-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH WESTHILL PAVING, INC. AND GUERRA UNDERGROUND, LLC FOR THE 2025/2026 IDIQ UTILITY CUT STREET REPAIRS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Seguin, Texas (the "City") solicited bids for the 2025/2026 IDIQ Utility Cut Street Repairs (the "Project"); and

WHEREAS, the City received four (4) bids for the Project, and staff has reviewed the bids and determined that awarding contracts to both Westhill Paving, Inc. and Guerra Underground, LLC is in the best interest of the City to ensure a timely and consistent repair of utility cuts; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into agreements (the "Agreements") with the Contractors for the Project in an amount not to exceed $900,000.00; and

WHEREAS, the Agreements will allow for up to three (3) one-year extensions, with the contract price increasing by 3% at each renewal; and

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

Section 1. The Agreements between the City of Seguin, Texas, and Westhill Paving, Inc. and Guerra Underground, LLC for the 2025/2026 IDIQ Utility Cut Street Repairs, in an amount not to exceed $900,000.00, are hereby approved.

Section 2. The City Manager is hereby authorized to execute the Agreements, together with any other documents or instruments necessary to carry out the provisions of the Agreements, and to take any action necessary to implement their terms.

Section 3. Funding for this Project shall come from account 002-5700-45900 in the amount of $900,000.00.

Section 4. This Resolution shall become effective immediately upon its passage and adoption by the City Council.

PASSED AND ADOPTED this the _____ day of September, 2025.

CITY OF SEGUIN, TEXAS

_____
Donna Dodgen, Mayor

ATTEST:

_____
Kristin Mueller, City Secretary

Notice

Basic Information

Reference Number	0000391279
Issuing Organization	City of Seguin
Owner Organization	
Solicitation Type	CSB - Competitive Sealed Bid (Formal)
Solicitation Number	LF-2025-54
Title	Utility Cut Street Repairs
Source ID	PU.AG.USA.2599609.C17854426
Piggyback Solicitation	No

Details

Location	Guadalupe County, Texas
Delivery Point	City of Seguin
Purchase Type	Term: 10/01/2025 08:00 AM CDT - 09/30/2026 05:00 PM CDT
Description	The City of Seguin invites bids for an annual contract to provide utility cut street repairs, as well as sidewalk and curb repairs.

Dates

Publication	07/02/2025 08:20 AM CDT
Question Acceptance Deadline	07/16/2025 05:00 PM CDT
Questions are submitted online	Yes
Closing Date	07/29/2025 03:00 PM CDT

Bid Result Publication Revision

Publication Type Unofficial Results

Westhill Paving, Inc.

Organization Name	Westhill Paving, Inc.
Bid Amount	$228,757.50
Address	3012 FM 621 Suite A San Marcos Texas 78666 United States

Guerra Underground, LLC

Organization Name	Guerra Underground, LLC
Bid Amount	$206,783.85
Address	9810 FM 969 Austin Texas 78724 United States

Rucoba & Maya Construction

Organization Name	Rucoba & Maya Construction
Bid Amount	$325,330.00
Address	35 Flint Road Kyle Texas 78666 United States

Action Construction Austin

Organization Name	Action Construction Austin
Bid Amount	$325,739.40
Address	14283 Gholson Road Waco Texas 76705 United States

Bid Results Email

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient	No

BID FORM

This form is required to submit a bid. It is understood that the following quantities of work to be done are approximate only and are intended primarily to serve as a guide for the comparison and tabulation of the bids.

Bidder agrees to perform all of the work listed in the proposal and as described in the specifications and will provide all the necessary superintendence, labor, machinery, equipment, tools, apparatus and other means of construction, and to complete all the work and furnish for the following prices:

BID ITEM	QTY	UNIT PRICE	EXTENDED PRICE
Mobilization, per Task Order	75	$ 2,750.00 /EA	$ 206,250.00
Barricading, as required, per Site	50	$ 150.00 /EA	$ 7,500.00
Steel Plating, price per Site	50	$ 150.00 /EA	$ 7,500.00
UTILITY CUT REPAIRS			
Asphalt/Concrete, 1 to 20 Sq Ft	40	$ 25.00 / SQ FT	$ 1,000.00
Asphalt/Concrete, 21 to 100 Sq Ft	25	$ 14.50 / SQ FT	$ 362.50
Asphalt/Concrete, over 100 Sq Ft	10	$ 9.50 / SQ FT	$ 95.00
SIDEWALK REPLACEMENT			
Concrete Sidewalk, per Sq Ft	25	$ 25.00 / SQ FT	$ 625.00
DRIVEWAY REPLACEMENT			
Concrete Driveway, Residential, per Sq Ft	15	$ 25.00 / SQ FT	$ 375.00
Concrete Driveway, Commercial, per Sq Ft	10	$ 30.00 / SQ FT	$ 300.00
CURB REPAIR			
Concrete Curb, per Ln Ft	25	$ 30.00 / LN FT	$ 750.00
Concrete Curb and Gutter, per Ln Ft	25	$ 40.00 / LN FT	$ 1,000.00
TOWING			
Flat Fee to move vehicle to City's nearby property, if known, or to an adjacent street	20	$ 150.00 /EA	$ 3,000.00
TOTAL BID PRICE: total of all items above	$ 228,757.50		

EXPERIENCE RECORD

Contractor shall list in the spaces provided below, similar projects of equal or greater dollar amount that have been installed and are in operation within the past five (5) years. You may use your own formatted form, but it must provide the required information that is noted on this form. Separate sheets may be attached.

NO.	LOCATION	DESCRIPTION (Size, Type, Length)	CONTACT PERSON PHONE NUMBER	DATE OF INSTALLATION
1	Mustang Ridge, TX	Road repair, patching, and repaving, 85, 365 sq. ft. of asphalt at 9 different street locations.	Carolyn Vallejo 512-243-1775	December 2021-March 2022
2	City of Boerne	Asphalt street repairs of various sizes. Contract Price was $199,742.84	Cheryl Rogers 830-248-1510	August 2022-September 2022
3	City of Luling	City of Luling Industrial Park Boulevard Improvements, .5 miles of concrete drive and utility work. $1.9 M	Mark Mayo 830-875-2481	September 2023-March 2024
4	Central Texas Centerpoint Energy	IDIQ Asphalt street repair, concrete curb, sidewalk, and driveway repair. $2 M	James Steck 512-884-3233	September 2024-October 2025
5	City of Seguin	IDIQ Street repairs including excavation, flowable fill concrete, and asphalt Concrete sidewalk work. $1.3M	John Donnelly 830-401-2451	October 2022-September 2025
6	City of San Marcos	IDIQ Street repairs including asphalt milling, asphalt paving, and concrete curb and gutter work. $1,079,000.00	Eddie Dry 512-393-8019	October 2024-October 2026
7				
8				
10				

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This form is required when submitting a bid. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: Westhill Paving, Inc.

Address: 3012 FM 621 Suite A San Marcos, TX 78666

Phone: 512-353-1432

Email: tommy@westhillpaving.com

Date Organized: 12/14/2000 Date Incorporated 12/14/2000

Number of Years in contracting business under present name: 24

List Names of Owners, Partners, or Shareholders:

Chad Reynolds

CONTRACTS ON HAND

Contract	Dollar Amount	Anticipated Completion Date
Texas State University Paving IDIQ	$1,300,000.00	September 2027
City of San Marcos IDIQ	$1,079,000.00	October 2025
City of Seguin IDIQ	$850,000.00	September 2025

Type of work performed by your company: Asphalt and Concrete Paving

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

Major equipment available for this contract:

Leeboy 1000G asphalt paver, Caterpillar Track Loader x2, Bobcat skid steer

5 ton dump truck x3, Compact asphalt cold planer, Concrete power screed

Sany SY35 mini excavator x4, 1.5 ton steel drum roller x2, 4 ton steel drum roller

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: $ 500,000.00

Bank reference and bank officer: Frost Bank, Jiro DeLoach, Account Manager 512-393-5641

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Seguin in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 21st day of July, 2025.

By: _____ Area Manager
(Signature) (Title)

CHAD REYNOLDS

3012 FM 621 Ste A. San Marcos, TX.
78666 | Chad@westhillpaving.com | 210-800-7858

EXPERIENCE | **PRESIDENT OF CORPORATION** WESTHILL PAVING INC.
AUGUST 1994 TO PRESENT

Coordinate day-to-day business activities to include estimating, crew oversight, and finances

EDUCATION | **SOUTHWEST TEXAS STATE UNIVERSITY**, SAN MARCOS, TX.
BACHELORS INTERNATIONAL BUSINESS

Sigma Iota Rho- International Business Honor's Society, Graduated Cum Laude 3.69 GPA

LEADERSHIP | SAN MARCOS CHAMBER OF COMMERCE, NEW BRAUNFELS CHAMER OF COMMERCE, SAN MARCOS SMALL BUSINESS OF THE QUARTER, CENTURY CLUB TEXAS STATE UNIVERSITY

REFERENCES | **MIKE HATHAWAY,** OWNER
ROADWAY STRIPING, INC.
512-878-3036

WENDY JENSCHKE, OPERATIONS SUPERVISOR
CENTERPOINT ENERGY
830-643-4126

ABRAHAM FERNANDEZ, SPECIAL PROJECTS MANAGER
TEXAS STATE UNIVERSITY
512-245-5822

TOMAS SOLARES

3536 Vuitton Bulverde, TX
78163 | tommy@westhillpaving.com | 830-730-8015

EXPERIENCE | **AREA MANAGER** WESTHILL PAVING INC.
AUGUST 2018 TO PRESENT

Conduct the management of day-to-day operations to include estimating, scheduling, quality assurance, safety, and customer care.

EDUCATION | **CALIFORNIA BAPTIST UNIVERSITY**, RIVERSIDE, CA.
MASTER OF BUSINESS ADMINISTRATION

CALIFORNIA BAPTIST UNIVERSITY, RIVERSIDE, CA

BACHELOR OF BUSINESS ADMINISTRATION

LEADERSHIP | TEAM LEADER INTERNATIONAL SERVICE PROJECTS- JORDAN

FOCUS LEADER- CALIFORNIA BAPTIST UNIVERSITY

TEAM LEAD- RJA POLLINATION

REFERENCES | **EDDIE DRY**, DIRECTOR OF PUBLIC WORKS
CITY OF SAN MARCOS

512-393-8019

DAVID STAHL, STREETS SUPERVISOR
CITY OF SEGUIN

830-305-2025

ROBBIE STODDARD, UNIVERSITY PLANT DEVELOPMENT

TEXAS STATE UNIVERSITY

512-673-6118

LAURIE BUCCI

150 Woods View Ct. Cedar Creek, TX
78612 | laurie@westhillpaving.com | 830-730-8015

EXPERIENCE | **OFFICE MANAGER** WESTHILL PAVING INC.
JANUARY 2004 TO PRESENT

Full charge Bookkeeper contracted by small business owners handling all aspects of A/P, A/R and collections: payroll and payroll tax deposits, bank and credit card reconciliations, quarterly/ annual payroll tax return filing, franchise and sales tax report filing, and financial statement preparation.

EDUCATION | **BAKER BUSINESS COLLEGE**, AUBURN HILLS, MI
ASSOCIATE OF BUSINESS DEGREE IN ACCOUNTING
COURSES IN MARKETING AND HUMAN RESOURCES

UNIVERSITY OF PHOENIX, PHOENIX, AZ
COURSES IN HUMAN SERVICES

CLIENT BUSINESS MODELS | CONTRACTORS, MANUFACTURERS, PROPERTY MANAGERS, ONLINE SALES AND SERVICES, SOLAR SALES AND SERVICES, ENTERTAINMENT SERVICES, LEGAL SERVICES, PRODUCT SALES, AND SERVICE BUSINESSES

REFERENCES | **CHAD REYNOLDS**, PRESIDENT
WESTHILL PAVING, INC
210-800-7858

TOM BUERKLE, OWNER
TRAXIS MANUFACTURING
512-383-0089

JASON LEMLEY, OWNER
LEGAL VIDEO OF TEXAS LLC.
512-787-5397

TANNER VALENCIA

3725 Francis Harris Ln. New Braunfels, TX
78130 | tanner@westhillpaving.com | 830-837-8556

EXPERIENCE | **SUPERINTENDENT** WESTHILL PAVING INC.
JULY 2015 TO PRESENT

Assist in the management of day-to-day operations to include estimating, scheduling, quality assurance, safety, and customer care.

EDUCATION | **RANDALL HIGH SCHOOL**, AMARILLO, TX.
DIPLOMA

AMARILLO COMMUNITY COLLEGE

LEADERSHIP | COLLEGE TEAM LEADER AND MANAGER AT WHATABURGER

REFERENCES | **MIKE CARDWELL**, ENGINEERING INSPECTOR MANAGER
CITY OF SAN MARCOS
512-618-5378

JAMES STECK, OPERATIONS SUPERVISOR
CENTERPOINT ENERGY
512-884-3233

GLENN HOWELL, RIGHT OF WAY INSPECTOR
CITY OF SEGUIN
830-481-9349

CESAR CASTILLO | PROJECT MANAGER

3012 FM 621 Ste. A San Marcos, TX 78666 512-878-7833

Employed at Westhill Since 2019

Luling Resident

Experience with Similar Projects

- ADA Compliant Paving
- Aggregate Base Installation
- Asphalt Installation - all types
- Asphalt Resurfacing
- Asphalt Repair
- Concrete Flatwork
- Concrete Repair
- Curb and Gutter - installation and repair
- Demolition and Hauling
- Emergency Paving Repair – asphalt and concrete
- Erosion Control
- Parking Stripes and Re-striping
- Saw cutting and Coring
- Sealcoat and Crack-fill
- Utility Patch Work – asphalt and concrete
- Wheel Stops
- MSHA Certified

JESUS CASTILLO | FOREMAN

3012 FM 621 Ste. A San Marcos, TX 78666 512-855-1825

Luling Resident

Experience with Similar Projects

- ADA Compliant Paving
- Aggregate Base Installation
- Asphalt Installation - all types
- Asphalt Resurfacing
- Asphalt Repair
- Concrete Flatwork
- Concrete Repair
- Curb and Gutter - installation and repair
- Demolition and Hauling
- Emergency Paving Repair – asphalt and concrete
- Erosion Control
- Parking Stripes and Re-striping
- Saw cutting and Coring
- Sealcoat and Crack-fill
- Utility Patch Work – asphalt and concrete
- Wheel Stops
- MSHA Certified

JAVIER QUIROZ | FOREMAN

3012 FM 621 Ste. A San Marcos, TX 78666 512-855-1825

Employed at Westhill Since 2018

San Marcos Resident

Experience with Similar Projects

- ADA Compliant Paving
- Aggregate Base Installation
- Asphalt Installation - all types
- Asphalt Resurfacing
- Asphalt Repair
- Concrete Flatwork
- Concrete Repair
- Curb and Gutter - installation and repair
- Demolition and Hauling
- Emergency Paving Repair – asphalt and concrete
- Erosion Control
- Parking Stripes and Re-striping
- Saw cutting and Coring
- Sealcoat and Crack-fill
- Utility Patch Work – asphalt and concrete
- Wheel Stops
- MSHA Certified

4. List of Subcontractors

Westhill Paving Inc. will be self-performing all work under this contract except for towing.

If needed we will be using

Texas Pride Towing

421 E Kingsbury St, Seguin, TX 78155,

(830) 379-4869

ADDENDUM FORM
Bid # LF-2025-54

Receipt is hereby acknowledged of the following Addenda to the Specifications:

ADDENDUM NO. 1 DATED 7/17/25 ADDENDUM NO. 4 DATED _____

ADDENDUM NO. 2 DATED _____ 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.**

Westhill Paving, Inc.
Company Name

Authorized Signature

3012 FM 621 Suite A
Address

Tomas Solares
Printed Name

San Marcos, TX 78666
City, State, Zip Code

Area Manager
Title

830-730-8015
Phone No.

07/21/2025
Date

Email Address: tommy@westhillpaving.com

Addendum 1

Submittal Requirements

We want to remind all digital bidders of the required submission order for the bidding documents. Proper adherence to this order ensures smooth processing and evaluation of your bids. The City may not evaluate or consider submittals missing one or more of the following submission materials.

When submitting your bid digitally, please ensure that the following documents are included in the specified order:

1. **Bid Form**: Requires bidders to include their proposed price, project scope, and relevant details, ensuring a consistent and transparent bidding process.

2. **Experience of Record**: List similar projects of equal or greater dollar amounts within the past five years. You may use your own formatted form, but it must provide the same information that is requested on the provided form.

3. **Statement of Bidder's Qualifications**: Questions and additional information to help clarify your company's qualifications for the contract. This provided form must be notarized. Any additional information may be submitted on separate attached sheets.

4. **List of Subcontractors**: Provide a list of all major subcontractors and vendors if you plan on using any on this contract for approval by the City.

5. **Addendum Form:** This form list issued bid document changes and by signing you have read the changes and certifies certain legal agreements.

6. **Bidder's Exception Form:** If there are any exceptions or deviations from the terms stated in the bid documents, please clearly outline them in this form.

7. **Certificate of Corporate Bidder:** This document verifies the legal status of your corporation as an eligible bidder.

8. **CIQ Form:** The Conflict of Interest Questionnaire provides essential information about your company.

9. **Insurance Requirement Affidavit:** This affidavit confirms that you meet the insurance requirements specified in the bid documents.

Please ensure that all documents are correctly filled out, signed, and submitted in the order mentioned above.

Failure to adhere to this order may result in delays or complications during the evaluation process.

Thank you for your attention to this matter, and we look forward to receiving your bids.

BIDDER'S EXCEPTION FORM
Bid # LF-2025-54

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:

WE PROPOSE THE FOLLOWING EXCEPTIONS TO THE SPECIFICATIONS:

SECTION	PAGE/ PARAGRAPH #	EXCEPTION
		No Exceptions to Specifications

NOTE: If additional pages are needed, attach to the back of this page and note "See Page 2-Deviations" on this page.

Westhill Paving, Inc.
Company Name

Authorized Signature

CERTIFICATE OF CORPORATE BIDDER

I, Chad Reynolds, certify that I am President (title)

Of the corporation named as Bidder herein; that Tomas Solares who signed

this bid on behalf of the Bidder, was then Area Manager (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: 

Type or Print Name: Chad Reynolds

Title of Officer: President of Company

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Westhill Paving, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ 07/21/2025

Signature of vendor doing business with the governmental entity — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF SEGUIN
INSURANCE REQUIREMENT AFFIDAVIT

To be Completed By Appropriate Insurance Agent

and submitted with bid proposal.

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Seguin, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

Agent (Signature)

AJ Morris
Agent (Print)

Name of Agency/Broker: Unity Insurance Partners

Address of Agent/Broker: 3930 Dallas Pkwy

City/State/Zip: Plano, TX 75093

Agent/Broker Telephone #: ( ) 713-444-8825

CONTRACTOR'S NAME: AJ Morris
(Print or Type)

NOTE TO AGENT/BROKER

If this time requirement is not met, the City has the right to invalidate the bid award and award the contract to the next lowest bidder meeting specifications. Should an awarded bid be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Purchasing Manager for the City of Seguin at (830) 401-2451

BID FORM

This form is required to submit a bid. It is understood that the following quantities of work to be done are approximate only and are intended primarily to serve as a guide for the comparison and tabulation of the bids.

Bidder agrees to perform all of the work listed in the proposal and as described in the specifications and will provide all the necessary superintendence, labor, machinery, equipment, tools, apparatus and other means of construction, and to complete all the work and furnish for the following prices:

BID ITEM	QTY	UNIT PRICE	EXTENDED PRICE
Mobilization, per Task Order	75	$ 1,296.00 /EA	$ 97,200.00
Barricading, as required, per Site	50	$ 907.20 /EA	$ 45,360.00
Steel Plating, price per Site	50	$ 978.48 /EA	$ 48,924.00
UTILITY CUT REPAIRS			
Asphalt/Concrete, 1 to 20 Sq Ft	40	$ 64.80 / SQ FT	$ 2,592.00
Asphalt/Concrete, 21 to 100 Sq Ft	25	$ 50.55 / SQ FT	$ 1,263.75
Asphalt/Concrete, over 100 Sq Ft	10	$ 27.22 / SQ FT	$ 272.20
SIDEWALK REPLACEMENT			
Concrete Sidewalk, per Sq Ft	25	$ 20.22 / SQ FT	$ 505.50
DRIVEWAY REPLACEMENT			
Concrete Driveway, Residential, per Sq Ft	15	$ 28.52 / SQ FT	$ 427.80
Concrete Driveway, Commercial, per Sq Ft	10	$ 45.36 / SQ FT	$ 453.60
CURB REPAIR			
Concrete Curb, per Ln Ft	25	$ 49.25 / LN FT	$ 1,231.25
Concrete Curb and Gutter, per Ln Ft	25	$ 57.03 / LN FT	$ 1,425.75
TOWING			
Flat Fee to move vehicle to City's nearby property, if known, or to an adjacent street	20	$ 356.40 /EA	$ 7,128.00
TOTAL BID PRICE: total of all items above	$ 206,783.85		

EXPERIENCE RECORD

Contractor shall list in the spaces provided below, similar projects of equal or greater dollar amount that have been installed and are in operation within the past five (5) years. You may use your own formatted form, but it must provide the required information that is noted on this form. Separate sheets may be attached.

NO.	LOCATION	DESCRIPTION (Size, Type, Length)	CONTACT PERSON PHONE NUMBER	DATE OF INSTALLATION
1	Corpus Christi, TX	Harbor Bridge Utility Relocation Packages 1&2 - $29,000,000.00	Flatiron - Dragados Thomas Caballero 830-534-7065	Dec. 2023
2	Austin, Tx	Travis County - State Loop 360 Utility Relocation $12,128,059.60	COPASA Inc. PM Daniel Rodriguez 773-707-0039	Dec. 2024
3	Laredo, Tx	Webb County Hwy 59 Utility Relocations $14,300,000.00	James Construction Group Contact Admin: Christi Luke 254-939-8610	Expected completetion April 2026
4	Seguin, TX	24" Water Transmission Main $8,616,548.05	Terri Ruckstuhl PM 830-386-2252	Expected Completion Nov. 2025
5	San Marcos, Tx	Dunbar Water & Wastewater Improv. $6,285,310.72	Rey Garcia P.E. 512-393-8143	Expected Completion June 2026
6				
7				
8				
10				

GUERRA UNDERGROUND

Guerra Underground, LLC
Completed Jobs
References

Project	Value	Reference	Reference
Gollihar Rd. Reconstruction - Weber to Staples	$ 1,277,000.00	Jesse Wong 361-299-3726	
Corona Dr Waterline- Flynn to Everhart	$ 525,250.00	Jesse Wong 361-299-3726	
Harbor Bridge Utility Relocations Package 1	$ 9,763,000.00	Jody Crawford-361-904-9545	
Harbor Bridge Utility Relocations Package 2	$ 17,000,000.00	Jody Crawford-361-904-9545	
Gollihar Rd. Reconstruction - Weber to Kostoryz	$ 355,000.00	Randall Moore 361-853-3525	
Carroll Lane Reconstruction & Drainage - McArdle to Houston	$ 506,820.00	Randall Moore 361-853-3525	
Loop 1604 & Potranco Reconstruction & Widening	$ 3,456,698.00	Curtis Schwartz - 817-822-6092	
N. Mel Waiters Way 24-inch Water Main Replacement	$ 2,024,473.93	SAWS Contract Coordinator: Diana Starkey 210-233-3827	Mike Persyn - K Freese 210-837-0411
Guadalupe River Authority FM 621 Pipeline	$ 1,211,000.00	Project Engineer: Daniel Worley 830-379-5822 (ext 582)	Eric Kong - Freese and Nichols 210-415-5236 cell/ 210-298-3899 off.
City of Rockport - Concho St.	$ 1,513,060.22	Rockport PW Director: Mike Donoho 361-790-1160	Brandi Karl - J Schwartz & Assoc 361-774-4534
Public Work Storm Line	$ 311,000.00	Matt Otte - City of Universal City PM 210-658-5364	Project Engineer: Scott Dye 210-599-4123

Guerra Underground, LLC
Completed Jobs

GU #	CONTRACT NAME	Year Completed	CONTRACT AMOUNT
2102	Dewitt County - SH 72	**2024**	1,590,594.21
2203	Travis County - State Loop 360	**2024**	12,603,638.73
2212	City of Aransas Pass - Colonia Wastewater	**2024**	1,191,014.06
2213	Guadalupe-Blanco - FM 621 Pipeline	**2024**	1,131,111.16
2309	JE Carroll Lane	**2024**	1,142,316.76
2311	Universal City	**2024**	399,232.17
2312	Alamo NEX - 1604 Reline	**2024**	1,358,190.50
2314	Webber - Sequin	**2024**	961,070.40
2401	Alamo NEX 5X4 BC Cleaning	**2024**	145,950.00
2402	JE Airport Road	**2024**	667,824.18
2403	Alamo NEX - Misc. Adj	**2024**	7,631.00
2404	AC New Office CC	**2024**	57,791.36
2405	NPR CC Manhole IDIQ	**2024**	248,049.10
2406	Bastrop Street Repair	**2024**	16,899.50
202401	Mr. Grey's Water Service	**2024**	1,237.71
202402	Extra Work	**2024**	5,040.38
202406	Moving Concrete Junction Boxes	**2024**	905.42
202407	12" Water Line Repair (Brazos Broke)	**2024**	8,405.62
202408	Google Fiber Relocation	**2024**	6,745.53
202409	12" Water Main Break on Existing Line	**2024**	6,134.47
202411	COPASA Church Repair	**2024**	1,500.65
202412	Superior Pump Emergency Repair 4/13/2024	**2024**	3,449.50
202413	Mr. Greys Water Service Connection 317 Service Saddle	**2024**	19,647.03
202414	Emergency 2" Service Repair - Taco Caban	**2024**	4,788.18
2105	N. Mel Waiters Way 24-inch Water Main Replacement - Phase II	**2023**	2,024,473.93
2201	Webber, LLC - FM 110 Hays Co	**2023**	1,330,364.57
2214	Alamo NEX - Office Trailers	**2023**	55,581.00
2216	Bulk Material Terminal Facility - JE Construction	**2023**	441,214.63
2217	HAAS - City of Portland Improvement	**2023**	189,506.64
2218	EARZ Manhole	**2023**	225,765.00
2301	City of Rockport - Concho St.	**2023**	1,513,060.22
2302	Port of CC Bulk Dock 1 Land Side	**2023**	693,060.26
2303	Box Culverts Relocate	**2023**	4,000.00
2304	Corpus Christi IDIQ	**2023**	695,352.96
2306	AC Kay Bailey	**2023**	9,583.28
2308	JE Trinity River	**2023**	61,613.00
2313	NPR Downtown (Labor)	**2023**	66,248.37
2318	Jackfish Ave	**2023**	45,614.20
1806	Harbor Bridege Project W1, W11 & WW7-North	**2022**	9,533,205.62
2002	Premont Tx. Lift Station Relocation	**2022**	1,628,046.74
2101	Manor Tx. Capital Improvements Project 21020 WW Collection System	**2022**	480,482.67

2104	City of Mathis - 2020 Street & Utility Improvements	**2022**	1,147,168.59
2108	Aransas County Wastewater Line	**2022**	215,037.14
2110	FM 1069 Drainage	**2022**	65,675.83
2111	HDD - Hausman	**2022**	191,518.00
2202	CC Port Storage Terminal	**2022**	330,618.31
2204	HDD - Future Kyle	**2022**	122,539.75
2205	HDD - Future Center Street	**2022**	6,600.00
2207	CAT5 - Perrin Beitel/Wye	**2022**	2,049.30
2208	IPR - City Wide Collection	**2022**	150,378.12
2209	HAAS - Rincon Rd Fire Hyd. Reloc.	**2022**	16,447.78
2210	Kyle Future (5252)	**2022**	7,492.40
2211	GF Kinder Ranch	**2022**	47,429.60
2215	City of Mathis - Waterline Improvements	**2022**	9,400.00
A1	Azteca	**2022**	6,400.00
H1	HAAS - City of Odem	**2022**	3,596.71
N1	NPR - Leased Labor	**2022**	29,854.82
2103	2103 - AYERS ST.-SPID TO GOLLIHAR	**2021**	312,520.27
2106	Shawnee	**2021**	9,820.99
2109	Future Infrastructure - Hwy 46 - Tower Laterals	**2021**	81,777.50
2112	Lackland Air Force Base	**2021**	22,300.00
2113	S&S Construction	**2021**	5,477.00
2114	OH to UG Conversion 2 North - 19031.0032	**2021**	8,205.00
2115	NPR	**2021**	128,880.11

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This form is required when submitting a bid. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: Guerra Underground, LLC

Address: 9810 FM 969 Austin, TX 78724

Phone: 512-525-9580

Email: Art@guerraunderground.com

Date Organized: 12/6/2011 Date Incorporated 12/6/2011

Number of Years in contracting business under present name: 14 years

List Names of Owners, Partners, or Shareholders:

Arturo Guerra

Albar Molina

CONTRACTS ON HAND

Contract	Dollar Amount	Anticipated Completion Date
See attached		

Type of work performed by your company: Underground Utility Rehab, Relocation, Design Build

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

Major equipment available for this contract:

See Attached

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: $ $2,000,000.00

Bank reference and bank officer: Frost Bank: Kevin Smith, Assistant Vice President 501 S Shoreline, CC Tx 78401 361-844-1270

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Engineers or City of Seguin in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 29 day of July, 2025

By: _____ CFO
(Signature) (Title)

Leslie Ann Alvarez
My Commission Expires
12/26/2027
Notary ID 134690752

7/29/25

Guerra Underground, LLC
Contract on Hand

GU #	CONTRACT NAME	CONTRACT AMOUNT	ANTICIPATED COMPLETION
2107	Highway 1604 Expansions	4,452,758.20	Aug-25
2305	183 North Mobility Project	1,565,467.18	Dec-25
2307	Rockport Drainage Improvement	6,322,339.00	Apr-26
2310	Everhart Road - SPID to Alameda	9,227,271.57	Dec-25
2315	Webb US-59	14,335,623.70	Apr-26
2316	I-35 NEX Central Project	3,199,443.00	Dec-25
2317	Whitecap NPI Commodores Drive Bridge	495,852.32	Sep-25
2407	24" Water Transmission Main	10,117,065.75	Nov-25
2409	Dumbar Water & Wastewater Improvements	6,285,310.72	Jun-26
2411	Yorktown Blvd - Rodd Field Rd to Oso Creek Bridge	2,749,435.00	Dec-25
2412	I-410 & I-35 Interchange NEX South	1,750,589.35	Nov-25

GUERRA UNDERGROUND

Guerra Underground, LLC

Available Equipment

Year	Manufacturer	Model	Description
2014	Cat	416	Backhoe
2007	Cat	CB14	Compact Roller
2020	Volvo	SD458	Compact Roller
2020	Volvo	SD458	Compact Roller
2008	Cat	305CCR	Excavator
2010	Cat	314D	Excavator
2013	Cat	329E	Excavator
2014	Cat	303.5E	Excavator
2014	Cat	303.5E	Excavator
2014	Cat	320 EL	Excavator
2015	Cat	349FL	Excavator
2016	Cat	335F	Excavator
2019	Yanmar	Vi055-6A	Excavator
2016	Volvo	EC160EL	Excavator
2004	Komatsu	WA250	Loader
2005	John Deere	544K	Loader
2011	Cat	14G	Loader
2014	Cat	938K	Loader
2014	Cat	938k	Loader
2016	Cat	910K	Loader
2012	Cat	242B	Skid Steer
2014	Cat	262D	Skid Steer
2019	Bobcat	S650	Wheet Loader w/attache & 72
2021	Bobcat	S66 T4	Skid Loader
2018	Volvo	ECR145EL	Excavator
2015	Ditch Witch	HX30	Vaccum
2021	Yanmar	SV100	Mini Excavator
2019	Kobelco	SK260LC-10	Excavator – Hydraulic
2020	Volvo	DD25B	Compact Roller
2020	Volvo	ECR88D	Excavator
2018	Excavator	ZX350LC-6	Excavator w/accessories
2020	Kobelco	SK270SR-5	Excavator
2023	Komatsu w/accessories	WA270-8	Loader
2019	Komatsu w/accesories	WA380-8	Loader
2023	Komatsu w/accessories	PC170LC-11	Excavator
2021	Komatsu w/accessories	PC138	Excavator

ARTURO GUERRA

9903 Sausalito Dr. , Austin Tx. 78759
Phone 512.825-9580

QUALIFICATIONS

30!years experience starting at the ground floor of the Underground Utility Construction Business as a Labor and working my way up to General Manager and eventually Owner. I consider myself a true Owner/Operator who is actively involved in all facets of the business ranging from estimating projects, negotiating contracts, managing banking/insurance relationships and hiring/firing personel. I direct with proven management practices, strong work ethic and excellent communication.

- Guerra Const. Co., Inc. '88 -'91 (Labor/Operator)
- Maya Const. '92 - '95 (Owner)
- Guerra Const. Co., Inc. '96 - '01 (G.M.)
- ID/Guerra '02 - '12 (G.M.)
- Guerra Underground,LLC (Owner)

I have learned the business through hands on experience at every level and performed in the following capacities: Owner, Controller, Estimator, Project Manager, Foreman, Operator, and Labor.

I am very clear about how I want to manage and the direction I want the company to go in. I establish a plan and execute through hard work, strong communication and sound decision making. I see our future in Water and Wastewater Infrastructure Rehabilitation and these are the projects we are currently working on and pursuing.

WORK HISTORY

Owner- Guerra Underground, LLC ***01/13 -Present***
Underground Utility Construction Company specializing in Maintenance and Rehabilitation of Municipal Sewer and Waterlines.

General Manager- ID/Guerra, LP ***6/02 – 12/12***
In Charge of Operations for an Underground Utility Company specializing in installation of Water, Wastewater, Storm Sewer & some Rehab.

President- Guerra Const. Co., Inc., Austin, TX ***1996- 2001***
In charge of all management and administrative issues. Responsible for securing adequate Bonding Line, all office personnel, insurance obligations, project management, banking, budgets and estimating.

Owner- Maya Const., Chicago, IL. ***1992- 1995***
Small Construction Company buiding Foundations, Basements and extending Water and Sewer Lines to new homes for a Scattered Site Housing Program in depressed areas of the City.

Labor/Operator/Jr.Acct.-Guerra Const. Co. Chicago, IL.'89-'91
Started as a Labor and Operator in the field but eventually was moved into the office to help with collections of aging receivables list. Company was a 25MM per year operation owned by my father.

EDUCATION

DePaul University; School Of Business, Chicago, IL.
Major/Minor: Management/Finance.

Albar Molina

Contact

Albar J. Molina
(210) 302-2204
albarmolina@guerraunderground.com

Objective

Construction Management focusing on:

estimating, planning, purchasing, scheduling, cost control and client relations within specialized underground utility projects.

Experience

May 2004 to Aug. 2011
Underground Utilities • General Operations Manager •
Austin Caylor Utilities, LLC

Oct. 2011 to Apr. 2015
Underground Utilities • President • Molina Contracting, LLC

May 2015 to Present
Underground Utilities • Area Manager • Guerra Underground, LLC

Leadership

Operational Leadership leading teams of 40+ professionals & field construction employees, managing operational budgets, results reporting, AIA reports, negotiation of prices from clients & suppliers.

References

[Available upon request.]

Phone: 214-850-8013
E-mail:
jacobgarza8312@yahoo.com

Jacob A Garza

To obtain and advance my abilities in a Construction Project Management position that allows continuous growth and advancement within the construction industry.

Fall 2008-2011 **Del Mar College** **Corpus Christi, TX**
Associates Degree: Construction Management

Fall 1997-2001 **F. H. Moody High School** **Corpus Christi, TX**
High School Diploma

OSAH 10/30 hour

UT Arlington Division for Enterprise Development Continuing Education- Microsoft Project Level I, II

UT Arlington Division for Enterprise Development Continuing Education- Practical Project Management Fundamentals.

In the process of completing management certificate program for eligibility in taking PMP Exam (Project Management Professional).

- Knowledgeable in heavy highway, marine, industrial, commercial construction.
- 8 years as a project manager
- 18 years of construction experience.
- Skilled in industrial surveying
- Ability to understand construction design and construction processors.
- Experienced in underground utilities, drainage, earthworks, roadworks, structures, MSE walls, flatworks, concrete / asphalt pavement, temporary road detours, traffic control, slip rail barrier, setting low profile concrete barrier (LPCB), concrete traffic barrier (CTB), pile driving sheet piles, concrete piles, pipe piles, marine bulkheads, marine fender systems, marine dry docks, marine dolphins & mooring systems, industrial storage tank vessels.
- TxDOT projects
- Material take-off / Estimating

Mar. 2021 – Current. DNT Construction San Antonio, TX
Project Manager

- Oversee issued project activities
- Develops and maintain budget/schedule using excel, Microsoft Project
- Prepare material submittal packages
- Prepare change orders, using HCSS Program
- Oversee daily production quantities, labor and equipment cost
- Ensure work responsibilities are following plans/ engineering specifications & implement safe work practice.
- Generate monthly payment application
- Oversite, land clearing, sanitary sewer, water, drainage, flat works, subgrade prep, lime, flexbase, paving, dry utilities,
- Ability to communicate with all levels of Management & Client representatives

Mar. 2019 – Mar. 2021 ARG Contractors, LLC. Fort Worth, TX
Owner

- Residential/ commercial general contractor
- Full roof replacements, exterior/interior painting, siding, window replacement, framing, flooring, tile/hardwood, kitchen/restroom remodels, water mitigation, drywall, texture, concrete driveways, sidewalks, patios, carports.
- Insurance claims- open to closeout / wind and hail / water mitigation
- Estimates, contracts, subcontracts agreements, city permits, RFI's, change orders.
- Oversee daily production quantities, labor and equipment cost
- Ensure work responsibilities are following plans/ engineering specifications & implement safe work practice.
- Generate project payment draws
- Ability to communicate with all levels of Management & Client representatives

Dec 2016 – Mar. 2019 Renaissance Contractors, Inc. Bartonville, TX
Project Manager

- Oversee project activities
- Assist in development and review of project proposals
- Develops and updates budget/schedule using Excel, Microsoft Project
- Prepare material submittal packages
- Prepare change orders
- Oversee daily production quantities, labor and equipment cost
- Ensure work responsibilities are following plans/ engineering specifications & implement safe work practice.
- Generate monthly payment application
- DFW Airport AER Representative/ adapted to all DFW Airport requirements.
- Ability to communicate with all levels of Management & Client representatives

Jun. 2015– Dec. 2016 CalHar Construction, Inc. Melissa, TX
Project Manager

- Oversee project activities
- Assist in development and review of project proposals
- Develops and updates budget/schedule using Excel, Microsoft Project
- Prepare material submittal packages
- Responsible for acquiring city permits/ 3-way contracts
- Prepare and submit underground fire line plans
- Prepare buyouts for material orders
- Prepare change orders
- Oversee daily production quantities, labor and equipment cost
- Ensure work responsibilities are following plans/ engineering specifications & implement safe work practice.
- Generate monthly payment application

(Transfer)-Nov. 2015 – North Tarrant Infrastructure, LLC Fort Worth, TX

Project Manager

- Oversee drainage/ earthworks, segment S1
- Develop and review project specifications, RFP's, scope of work, change orders and design changes.
- Review and develop subcontractors list, supplier contracts
- Develop and update budget / schedule
- Coordinate with project team on developing phasing
- Conduct daily production quantities/ labor & equipment cost
- Ensure work responsibilities are following plans & implement safe work practice.
- Generate monthly payment application
- Ability to communicate with all levels of management & Client representatives

Jan. 2012 – (Transfer) Bluebonnet Contractor North Richland Hills, TX

Construction Coordinator

- Oversee drainage/ culverts/MSE walls/ noise walls/ barrier rail
- Develop and update budget / schedule
- Conduct daily production quantities/ labor & equipment cost
- Ensure work responsibilities are following plans & Implement safe work practice.
- Coordinate change order request for subcontractor and material suppliers
- Generate monthly payment application
- Ability to communicate with all levels of management & Client representatives

Nov. 2010 – Jan. 2012 Gulf Marine Fabricators Ingleside, TX

Material Planner/Coordinator

- Module coordinator/material department
- Read and interpret structural plans
- Maintain plan drawings and revisions
  material take-off
- Prepare transmittals, revisions for field distribution
- AutoCAD experience

Sept. 2006 – Nov. 2010 CCC Group Inc. Corpus Christi, TX

Industrial Surveyor

- Responsible for layout on heavy civil construction including concrete foundations, pile driving, sheet piling, pipe pile, bulkhead concrete caps, fender systems, drainage systems, concrete pile enforced foundations with tie back walls, circular tank rings, and base pads
- Read and interpret civil plans
- Establish control points, coordinates, and elevations for construction
- Provide as-built, red line/topo drawing and updated progress to client
- Utilized Sokia transit, Sokia level, Topcon Robotic, Topcon laser, Carlson Explorer Data Collector, TDS Data Collector

Jun. 2004 – Sept. 2006 Sunmount Corporation Roanoke, TX

Instrument Man/Rod Man

- Provide layout and grade for bridge construction
- Provide layout for underground storm sewer, inlets, manholes, dirt work, asphalt, and concrete paving, bridge structures
- Utilized Topcon Robotic, Topcon GPS, Topcon LPC, Topcon level, TDS Data Collector

May 2001 – Jun. 2004 CCC Group Inc. Corpus Christi, TX

Operator/Site helper

- General construction site helper
- Site Operator qualified on backhoe, excavator, roller, forklift, man lift, scissor lift, water truck, off-road dump truck

Reference list

Brandon Griffith (Renaissance -Sr. Project Manager)

Phone: (817)360-1050

Moises Hinojosa (Webber – Chief Information Officer)

Phone:214-952-1470

Jason Salazar (CCC Group, Inc.- Operations Manager)

Phone:361-739-8074

Julio López

Superintendent

Julio López
23107 Hog Eye Rd
Elgin, Tx 78621

512 7739901
Juliolop0128@icloud.com

Skills

Utility work, osha 30 training, dirt road, operator heavy equipment, etc

Experience

Company Name FTWoods Construction , title field superintendent from 2004 to 2013
Running project's from beginning to finish, residential, comercial, private, city, etc

Company Name Smith Contracting Title Field Superintendent from 2013 to 2019. Running project's from beginning to finish (utility, site, dirt, roads, ponds, lit stations, etc

Company Name / Cash Construction Field Superintendent from 2019 to 2020. Running project's from beginning to finish with punch list, acceptable with the owner.

Company name. Lockhart Excavation. Field superintendent from 2020 to 2022. Running project's from beginning to finish, comrcial, private, city, county, etc

ADDENDUM FORM
Bid # LF-2025-54

Receipt is hereby acknowledged of the following Addenda to the Specifications:

ADDENDUM NO. 1 DATED Submittal Req. 7/17/25 ADDENDUM NO. 4 DATED N/A

ADDENDUM NO. 2 DATED N/A ADDENDUM NO. 5 DATED N/A

ADDENDUM NO. 3 DATED N/A ADDENDUM NO. 6 DATED N/A

- **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.**

Guerra Underground, LLC
Company Name

Authorized Signature

9810 FM 969
Address

Kody Molina
Printed Name

Austin, Texas 78724
City, State, Zip Code

CFO
Title

361-290-1782
Phone No.

7/29/2025
Date

Email Address: kody@guerraunderground.com

BIDDER'S EXCEPTION FORM
Bid # LF-2025-54

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:

WE PROPOSE THE FOLLOWING EXCEPTIONS TO THE SPECIFICATIONS:

SECTION	PAGE/ PARAGRAPH #	EXCEPTION
		N/A

NOTE: If additional pages are needed, attach to the back of this page and note "See Page 2-Deviations" on this page.

Guerra Underground, LLC
Company Name

Authorized Signature

CERTIFICATE OF CORPORATE BIDDER

I, Arturo Guerra, certify that I am Owner/President (title)

Of the corporation named as Bidder herein; that Kody Molina who signed

this bid on behalf of the Bidder, was then CFO (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: _____

Type or Print Name: Arturo Guerra

Title of Officer: Owner/President

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Guerra Underground, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No N/A

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

07/29/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2025-1342639

Date Filed:
07/28/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Guerra Underground, LLC
Austin, TX United States

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

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.
LF-2025-54
Construction - Underground Utility Work

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. [X]

6 UNSWORN DECLARATION

My name is Kody Molina, and my date of birth is 03/23/1995.

My address is 9810 FM 969, Austin (city), Tx (state), 78724 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 29 day of July (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CITY OF SEGUIN
INSURANCE REQUIREMENT AFFIDAVIT

To be Completed By Appropriate Insurance Agent

and submitted with bid proposal.

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Seguin, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

Agent (Signature)

Tom Mulanax
Agent (Print)

Name of Agency/Broker: Whorton Insurance Services

Address of Agent/Broker: 11200 Jollyville Rd

City/State/Zip: Austin, TX 78759

Agent/Broker Telephone #: (512) 338-1191

CONTRACTOR'S NAME: Guerra Underground, LLC
(Print or Type)

NOTE TO AGENT/BROKER

If this time requirement is not met, the City has the right to invalidate the bid award and award the contract to the next lowest bidder meeting specifications. Should an awarded bid be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Purchasing Manager for the City of Seguin at (830) 401-2451

Submittal Requirements

We want to remind all digital bidders of the required submission order for the bidding documents. Proper adherence to this order ensures smooth processing and evaluation of your bids. The City may not evaluate or consider submittals missing one or more of the following submission materials.

When submitting your bid digitally, please ensure that the following documents are included in the specified order:

✓ 1. **Bid Form**: Requires bidders to include their proposed price, project scope, and relevant details, ensuring a consistent and transparent bidding process.

✓ 2. **Experience of Record**: List similar projects of equal or greater dollar amounts within the past five years. You may use your own formatted form, but it must provide the same information that is requested on the provided form.

✓ 3. **Statement of Bidder's Qualifications**: Questions and additional information to help clarify your company's qualifications for the contract. This provided form must be notarized. Any additional information may be submitted on separate attached sheets.

N/A 4. **List of Subcontractors**: Provide a list of all major subcontractors and vendors if you plan on using any on this contract for approval by the City.
SELF-PERFORM ALL

✓ 5. **Addendum Form:** This form list issued bid document changes and by signing you have read the changes and certifies certain legal agreements.

✓ 6. **Bidder's Exception Form**: If there are any exceptions or deviations from the terms stated in the bid documents, please clearly outline them in this form.

✓ 7. **Certificate of Corporate Bidder**: This document verifies the legal status of your corporation as an eligible bidder.

✓ 8. **CIQ Form**: The Conflict of Interest Questionnaire provides essential information about your company.

✓ 9. **Insurance Requirement Affidavit**: This affidavit confirms that you meet the insurance requirements specified in the bid documents.

Please ensure that all documents are correctly filled out, signed, and submitted in the order mentioned above.

Failure to adhere to this order may result in delays or complications during the evaluation process.

Thank you for your attention to this matter, and we look forward to receiving your bids.