



**MEETING AGENDA  
SCHERTZ ECONOMIC DEVELOPMENT BOARD  
REGULAR SESSION - OCTOBER 23, 2025**

**HAL BALDWIN MUNICIPAL COMPLEX COUNCIL CHAMBERS CONFERENCE ROOM  
1400 SCHERTZ PARKWAY BUILDING #4  
SCHERTZ, TEXAS 78154**

**AGENDA  
THURSDAY, OCTOBER 23, 2025 at 6:00 p.m.**

The City of Schertz Economic Development Corporation (SEDC) Board of Directors will hold a regular monthly meeting on Thursday, OCTOBER 23, 2025. at 6:00 p.m. at the Hal Baldwin Municipal Complex, Council Chambers Conference Room, Building No. 4, 1400 Schertz Parkway, Schertz, Texas. This is an open meeting, subject to the open meeting laws of the State of Texas.

In accordance with provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code notice is hereby given that a Possible Quorum of the governing body of the City of Schertz, Texas may take place at this meeting.

**Call to Order**

1. Roll call, recognition of visitors, and review of meeting instructions for effective Board interaction and public participation.
2. SEDC Board Member Oath of Office for appointment to the Schertz Economic Development Board by the Schertz City Council on 10/14/2025. (S. Courney)
  - John Faubush, III, Term Ending 9/30/27

**Hearing of Residents**

*This time is set aside for any person who wishes to address the Board. Presentations should be limited to no more than 3 minutes. The presiding officer will call on those persons who have signed up to speak.*

**Consent Agenda**

3. Approval of the Minutes for the Board of Directors Regular Monthly Meeting held September 25, 2025. (A. Madison)

**Discussion Only**

4. Presentation and discussion regarding the SEDC monthly financial statement for the month of September 2025. (S.Wayman)

**Discussion and Possible Action**

5. Resolution 2025-8 - Authorizing the City of Schertz Economic Development Corporation Executive Director to execute a First Amendment to the PV Schertz, LLC. Performance Agreement for purposes of expanding the scope of work and potential incentives for infrastructure improvements in the City of Schertz. (S. Wayman)

## Closed Session

6. Called in accordance with Section 551.087 of the Texas Government Code, Deliberation Regarding Economic Development Negotiations; Closed Meeting. The governmental body is not required to conduct an open meeting (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect.

- E-107
- E-110

## Reconvene to Regular Session

7. Take any actions based on discussion held in closed session under Agenda Item No. 6

## Requests and Announcements

- Announcements by staff.
- Requests by Board Members to place items on a future SEDC Board Meeting agenda.
- Next meeting scheduled for November 20, 2025.
- No Meeting in December; Plans for Holiday forthcoming.

## Adjournment

### CERTIFICATION

I, Kari Baker, Administrative Assistant, of the City of Schertz Economic Development Corporation, do hereby certify that the above agenda was posted on the official bulletin boards on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at 5:00 p.m., which is a place readily accessible to the public at all times and that said notice was posted in accordance with chapter 551, Texas Government Code.

\_\_\_\_\_  
Administrative Assistant- Economic  
Development

**I certify that the attached notice and agenda of items to be considered by the Schertz Economic Development Corporation Board of Directors was removed from the official bulletin board on \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

**Name/Title:** \_\_\_\_\_

*This facility is accessible in accordance with the Americans with Disabilities Act. Handicapped parking spaces are available. If you require special assistance or have a request for sign interpretative services or other services, please call 210-619-1070.*

**The Economic Development Corporation Board of Directors 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 the Texas Open Meetings Act.**

**Closed Sessions Authorized:** This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Closed Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

**SEDC MEMORANDUM**

**SEDC**  
**Board Meeting:** 10/23/2025  
**Department:** Economic Development Corporation  
**Subject:** SEDC Board Member Oath of Office for appointment to the Schertz  
Economic Development Board by the Schertz City Council on 10/14/2025.  
(S. Courney)  

- John Faubush, III, Term Ending 9/30/27

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**BACKGROUND**

**COMMUNITY BENEFIT**

**FISCAL IMPACT**

**SUMMARY OF RECOMMENDED ACTION**

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**SEDC MEMORANDUM**

**SEDC**  
**Board Meeting:** 10/23/2025  
**Department:** Economic Development Corporation  
**Subject:** Approval of the Minutes for the Board of Directors Regular Monthly Meeting held September 25, 2025. (A. Madison)

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**BACKGROUND**

**COMMUNITY BENEFIT**

**FISCAL IMPACT**

**SUMMARY OF RECOMMENDED ACTION**

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**Attachments**

09-25-2025



**MINUTES  
REGULAR MEETING  
SEPTEMBER 25, 2025  
6:00 PM**

The City of Schertz Economic Development Corporation (SEDC) Board of Directors held a regular monthly meeting on Thursday, SEPTEMBER 25, 2025. at 6:00 p.m. at the Hal Baldwin Municipal Complex, Council Chambers Conference Room, Building No. 4, 1400 Schertz Parkway, Schertz, Texas.

The following members present to-wit:

Present: Bill Dixon, Board Vice President  
Eryn McElroy, Board Secretary  
Mark Moody, Board Treasurer  
Bryan Jones, Board Member  
Ray Chavez, Board Member  
Sharon Denson, Board Member  
Matt Clingo, Board Member

Staff present: Scott Wayman, Executive Director  
Brian James, Deputy City Manager  
Amy Madison, Deputy Director  
Ashley Ritchey, Business Engagement Manager  
Kari Baker, Administrative Assistant

Attendees: Sheree Courney, Deputy City Secretary

**Call to Order**

1. Roll call, recognition of visitors, and review of meeting instructions for effective Board interaction and public participation.

Vice President Bill Dixon presided over the meeting and called it to order at 6 pm.

2. SEDC Board Member Oath of Office for re-appointments to the Schertz Economic Development Board by the Schertz City Council on 9/16/25.(S. Courney)
  - Eryn McElroy, Term Ending 9/30/27
  - Reynaldo Chavez, Term Ending 9/30/26

Sheree Courney, Deputy City Secretary administered the Oath of Office to Eryn McElroy and Reynaldo Chavez.

Vice President Bill Dixon discussed Mark Moody vacating his seat which he has held on the SEDC Board from 6/01/2021-09/30/2025. Bill thanked Mark for his years of service.

3. Introduction of newly hired Schertz Economic Development Staff as of 09/08/25

- Kari Baker, Administrative Assistant

Scott Wayman gave a brief introduction of the Administrative Assistant for EDC and a little background information about the new staff member.

### **Hearing of Residents**

*This time is set aside for any person who wishes to address the Board. Presentations should be limited to no more than 3 minutes. The presiding officer will call on those persons who have signed up to speak.*

No residents signed up to speak. No comments were made.

### **Consent Agenda**

4. Approval of the Minutes for the Board of Directors Regular Monthly Meeting held August 28, 2025. (A. Madison)

Vice President Bill Dixon called for a motion to approve the SEDC Board Meeting minutes for August 28, 2025. Bryan Jones moved to approve, Sharon Denson seconded. Motion passed, unanimous; 6-0.

### **Discussion Only**

5. Presentation and discussion regarding the SEDC monthly financial statement for the month of August 2025. (S.Wayman)

Scott Wayman, Executive Director gave a brief overview of the SEDC Financial Statement for August 2025. August 2025 sales tax received was \$1,229,652.88, a 116.2% increase over the prior year, and expenses were \$21,066.48. The 12-month rolling average is 38.8%. Notable expenditures include CoStar Realty Info, RESIMPLIFI Inc., Blur Horizon and American City Bus Journals Inc. Board asked for clarity on how SEDC uses the CoStar program. Scott Wayman explained that SEDC uses CoStar Realty Information to provide listing information for commercial properties for sale. Total cash and Investments at the end of August was \$39,264.798.45. Mr. Wayman also gave a brief overview of the Reserve Fund Model.

## Discussion and Possible Action

6. **Resolution 2025-7** — Authorizing the City of Schertz Executive Director to execute a First Amendment to the La Palapas Schertz Performance Agreement to restate the legal entity as Las P Schertz Operations, LLC. (S. Wayman)

Vice President Bill Dixon opened the discussion and introduced Scott Wayman, Executive Director. Wayman provided an overview of Economic Development Agreement's First Amendment authorizing the Executive Director to restate the legal entity as Las P Schertz Operations, LLC.

Following the presentation, Vice President Bill Dixon moved to approve Resolution 2025-7, seconded by Bryan Jones. Motion approved unanimous; 6-0.

## Closed Session

7. Called in accordance with Section 551.087 of the Texas Government Code, Deliberation Regarding Economic Development Negotiations; Closed Meeting. The governmental body is not required to conduct an open meeting (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect.

- **Project E-107**
- **Project E-110**

Start time: 6:15 pm

End Time: 7:07 pm

**Vice President Bill Dixon reconvened into Open Session at 7:07pm**

## Reconvene to Regular Session

8. Take any actions based on discussion held in closed session under Agenda Item No. 7

No actions were taken based on discussions held in closed session.

## **Requests and Announcements**

- Announcements by staff.

SEDC Regular Board Meeting October 23, 2025 at 6pm.

- Requests by Board Members to place items on a future SEDC Board Meeting agenda.

No requests made.

## **Adjournment**

**Vice President Bill Dixon adjourned meeting at 7:08pm**

**MINUTES PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.**

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William Dixon, Board President

ATTEST:

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Bryan Jones, Board Secretary



**SEDC MEMORANDUM**

**SEDC**  
**Board Meeting:** 10/23/2025  
**Department:** Economic Development Corporation  
**Subject:** Presentation and discussion regarding the SEDC monthly financial statement for the month of September 2025. (S.Wayman)

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**BACKGROUND**

**COMMUNITY BENEFIT**

**FISCAL IMPACT**

**SUMMARY OF RECOMMENDED ACTION**

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**Attachments**

10-23-2025

**CITY OF SCHERTZ**  
REVENUE AND EXPENSE REPORT (UNAUDITED)  
AS OF: Sep 30th , 2025

| ***** 2024 - 2025 *****              |                    |                   |                     |                      |                |                       |                |
|--------------------------------------|--------------------|-------------------|---------------------|----------------------|----------------|-----------------------|----------------|
| <b>620-SED CORPORATION</b>           | CURRENT            | CURRENT           | PRIOR YEAR          | CURRENT              | Y-T-D          | BUDGET                | % OF           |
| <b>FINANCIAL SUMMARY</b>             | <b>BUDGET</b>      | <b>PERIOD</b>     | <b>Y-T-D ACTUAL</b> | <b>Y-T-D ACTUAL</b>  | <b>ENCUMBR</b> | <b>BALANCE</b>        | <b>BUDGET</b>  |
| <u>REVENUE SUMMARY</u>               |                    |                   |                     |                      |                |                       |                |
| Taxes                                | 7,083,000          | 627,531.70        | 6,698,059.29        | 10,456,150.62        | -              | (3,373,150.62)        | 147.62%        |
| Fund Transfers                       | -                  | -                 | 190,391.66          | -                    | -              | -                     | 0.00%          |
| Miscellaneous                        | 1,260,000          | 129,325.58        | 1,868,124.10        | 1,700,102.66         | -              | (440,102.66)          | 134.93%        |
| <b>TOTAL REVENUES</b>                | <b>8,343,000</b>   | <b>756,857.28</b> | <b>8,756,575.05</b> | <b>12,156,253.28</b> | <b>-</b>       | <b>(3,813,253.28)</b> | <b>145.71%</b> |
| <u>EXPENDITURE SUMMARY</u>           |                    |                   |                     |                      |                |                       |                |
| <u>NONDEPARTMENTAL</u>               |                    |                   |                     |                      |                |                       |                |
| City Supported Services*             | 15,299,100         | 77,050.00         | 572,507.79          | 9,412,349.17         | -              | 5,886,750.83          | 61.52%         |
| <b>TOTAL NONDEPARTMENTAL</b>         | <b>15,299,100</b>  | <b>77,050</b>     | <b>572,508</b>      | <b>9,412,349.17</b>  | <b>-</b>       | <b>5,886,750.83</b>   | <b>61.52%</b>  |
| <u>ECONOMIC DEVELOPMENT</u>          |                    |                   |                     |                      |                |                       |                |
| Personnel Services                   | 28,675             | 2,172.90          | 15,723.23           | 19,253.74            | -              | 9,421.26              | 67.14%         |
| Supplies & Equipment                 | 61,175             | 589.33            | 49,252.27           | 43,222.66            | -              | 17,952.34             | 70.65%         |
| City Supported Services              | 214,500            | 184.41            | 5,009.40            | 3,996.82             | -              | 210,503.18            | 1.86%          |
| Utility Services                     | 316,925            | 4,464.52          | 165,114.53          | 77,114.99            | -              | 239,810.01            | 24.33%         |
| Operating Expense                    | 84,385             | 334.09            | 72,200.76           | 75,270.92            | 280.49         | 8,833.59              | 89.53%         |
| Professional Services                | 664,080            | 1,384.00          | 550,507.00          | 611,257.50           | -              | 52,822.50             | 92.05%         |
| Fund Charges/Transfers               | -                  | -                 | -                   | -                    | -              | -                     | 0.00%          |
| <b>TOTAL ECONO DEVELOPMENT</b>       | <b>1,369,740</b>   | <b>9,129.25</b>   | <b>857,807.19</b>   | <b>830,116.63</b>    | <b>280.49</b>  | <b>539,342.88</b>     | <b>60.62%</b>  |
| <b>TOTAL EXPENDITURES</b>            | <b>16,668,840</b>  | <b>86,179.25</b>  | <b>1,430,314.98</b> | <b>10,242,465.80</b> | <b>280.49</b>  | <b>6,426,093.71</b>   | <b>61.45%</b>  |
| <b>** REVENUE OVER(UNDER) EXPEND</b> | <b>(8,325,840)</b> | <b>670,678.03</b> | <b>7,326,260</b>    | <b>1,913,787</b>     |                |                       |                |

## AS OF: Sep 30th , 2025

## 620-SED CORPORATION REVENUES

CURRENT  
BUDGET

CURRENT  
PERIOD

PRIOR YEAR  
Y-T-D ACTUAL

CURRENT  
Y-T-D ACTUAL

Y-T-D  
ENCUMBR

BUDGET  
BALANCE

% OF  
BUDGET

147.62%

## 147.62%

0.00%

0.00%

96.74%

135.23%

0.00%

134.93%

## 145.71%

# SEPTEMBER 2025 PAYABLES REPORT

| VENDOR NAME     |   | DESCRIPTION                                       | AMOUNT      |
|-----------------|---|---|-------------|
| SED CORPORATION | Las P Schertz Operations LLC                  | Las Palapas First Incentive Payment               | 77,050.00   |
|                 | Citibank - Amy Madison                        | Travel/IAMC Fall Forum                            | 2,011.05    |
|                 | Citibank - Ashley Ritchy                      | Monthly Subscription/HEB Gift Card/SAMA Luncheon  | 984.41      |
|                 | Citibank - Scott Wayman                       | Travel/Conference/Meals                           | 741.08      |
|                 | Group C Media LLC                             | Business Facilities Media - TX Focus 1/2 Page ad  | 3,500.00    |
|                 | Chumura Economics & Analytics, LLC            | Jobs EQ + Rewal Subscription Fee                  | 301.37      |
|                 | Ubeo, LLC                                     | Copier Rental                                     | 130.89      |
|                 | Denton Navarro Rodriguez Bernal Santee & Zech | Legal Services for August                         | 1,384.00    |
|                 | WEX Bank                                      | Fiscal Year Fuel                                  | 61.67       |
|                 | Amazon Capital Services INC                   | 8.5 x 11 2 pack graph paper & clipboard w/storage | 14.78       |
|                 |   |   |             |
|                 |   | <b>SUBTOTAL:</b>                                  | 86,179.25   |
|                 |   | <b>TOTAL:</b>                                     | \$86,179.25 |
|                 |   |   | 86,179.25   |
|                 |   |   | 86,179.25   |

**SED CORPORATION**  
**CASH IN BANK AND INVESTMENTS**

AS OF: Sep 30th , 2025

| Cash in Bank                                       | Investment<br>Type | Yield | Maturity  | Amount                         |
|--|--------------------|-------|-----------|--------------------------------|
| Claim on Operating Cash Pool-Checking              | Bank               | 4.17  | -         | \$ 1,859,404.24                |
| Cash in Investments                                |                    |       |           |                                |
| Texas Class Investment-Economic Development Corp   | Pool*              | 4.35  | -         | 36,243,997.43                  |
| Schertz Bank & Trust-Certificate of Deposit 1 Year | CD                 | 4.00  | 5/10/2026 | 1,241,379.87                   |
| Schertz Bank & Trust-Certificate of Deposit 1 Year | CD                 | 4.00  | 1/5/2026  | 1,177,846.57                   |
| <b>Total Cash in Bank &amp; Investments</b>        |                    |       |           | <b>\$ <u>40,522,628.11</u></b> |

\*Local Government Investment Pool, most comparable to a Money Market Mutual Fund

**CITY OF SCHERTZ**  
REVENUE AND EXPENSE REPORT (UNAUDITED)  
AS OF: Sep 30th , 2025

\*\*\*\*\* 2024 - 2025 \*\*\*\*\*

**620-SED CORPORATION**  
**FINANCIAL SUMMARY OVERVIEW**

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Revenues

|           |                  |                 |                                |
|-----------|------------------|-----------------|--------------------------------|
| Sales Tax | <u>Sales Tax</u> | \$ 1,215,649.72 | Payment Received in September* |
|           |                  | 105.8%          | Annual Increase                |
|           |                  | 46.9%           | 12-Month Rolling Average       |

Expenses

|   |           |
|---|-----------|
| Las P Schertz Operations LLC                  | 77,050.00 |
| Group C Media LLC                             | 3,500.00  |
| Denton Navarro Rodriguez Bernal Santee & Zech | 1,384.00  |

Year-to-Date

|                |                         |                        |
|----------------|-------------------------|------------------------|
| Total Revenue  | \$ 12,156,253.28        |                        |
| Total Expenses | <u>\$ 10,242,465.80</u> |                        |
| Over/Under     |                         | <u>\$ 1,913,787.48</u> |

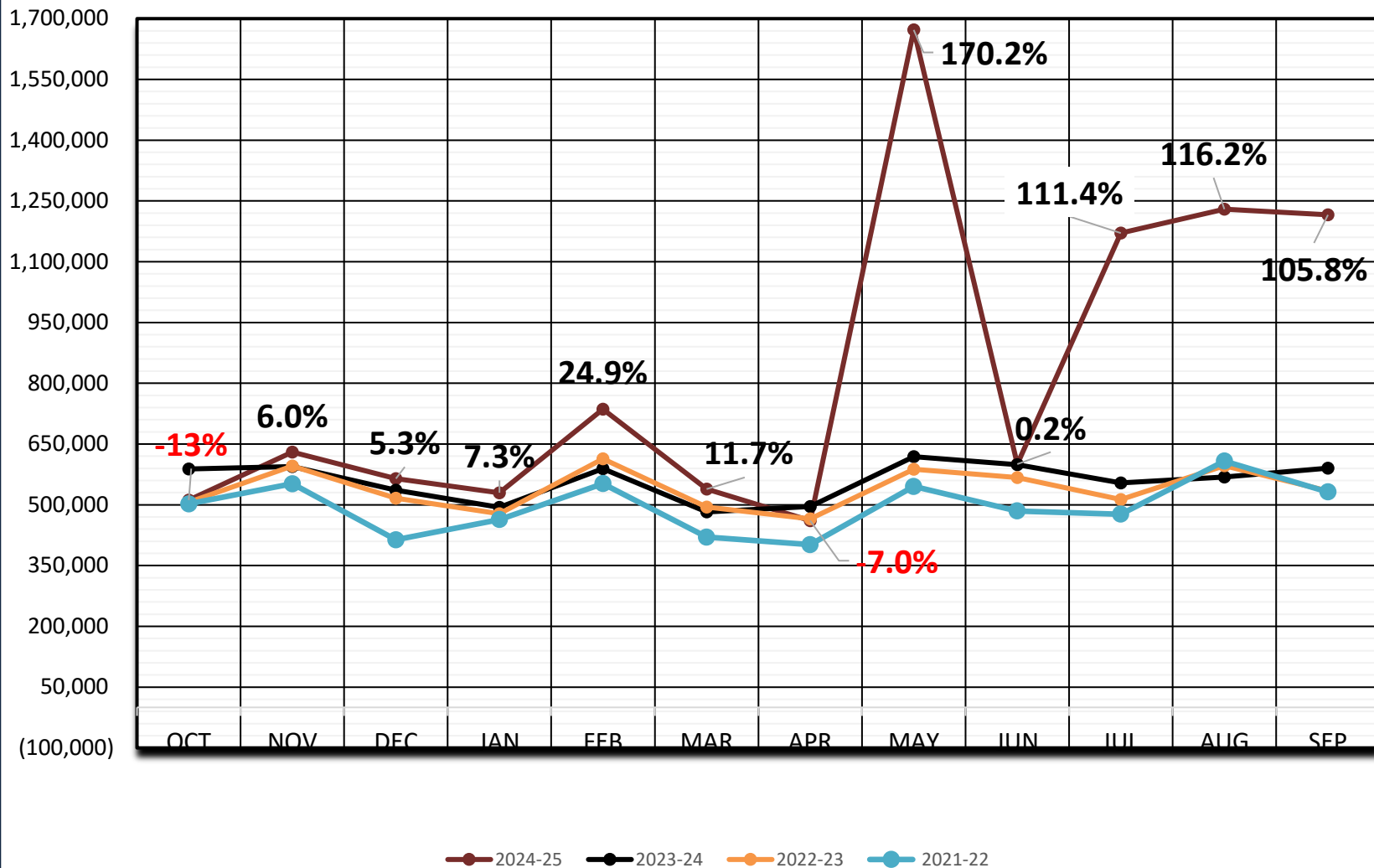
Cash & Investments

|             |                         |                         |
|-------------|-------------------------|-------------------------|
| Cash        | \$ 1,859,404.24         |                         |
| Investments | <u>\$ 38,663,223.87</u> |                         |
| Total       |                         | <u>\$ 40,522,628.11</u> |

\*sales taxes are delayed 2 months from received to earned. Sales Taxes recognized in report are estimates and are adjusted to actual when payments are received.

## 4B SALES TAX

By Collection Month



**SEDC MEMORANDUM**

**SEDC**  
**Board Meeting:** 10/23/2025  
**Department:** Economic Development Corporation  
**Subject:** Resolution 2025-8 - Authorizing the City of Schertz Economic Development Corporation Executive Director to execute a First Amendment to the PV Schertz, LLC. Performance Agreement for purposes of expanding the scope of work and potential incentives for infrastructure improvements in the City of Schertz. (S. Wayman)

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**BACKGROUND**

**COMMUNITY BENEFIT**

**FISCAL IMPACT**

**SUMMARY OF RECOMMENDED ACTION**

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**Attachments**

10-23-2025



## **SEDC RESOLUTION 2025-8**

### **A RESOLUTION BY THE CITY OF SCHERTZ ECONOMIC DEVELOPMENT CORPORATION, AUTHORIZING THE FIRST AMENDMENT AND RESTATEMENT OF THE ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH PV SCHERTZ, LLC; AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City of Schertz Economic Development Corporation (herein after called "SEDC") is a non-profit economic development corporation duly established under the Development Corporation Act of 1979, as codified in Chapters 501-505 of the Texas Local Government Code (the "Act");

**WHEREAS**, all powers of the corporation are vested in the SEDC Board of Directors (the "Board") appointed by the governing body of the corporation's authorizing unity; and

**WHEREAS**, the Act authorizes a development corporation to fund certain projects as defined by the Act and requires that development corporations enter into performance agreements containing at minimum a schedule of payroll or jobs to be created and the capital investment to be made, in order to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

**WHEREAS**, The SEDC and PV Schertz, LLC ("PV Schertz") (collectively, the "Parties") entered into that certain Economic Development Performance Agreement with PV Schertz on August 28, 2025; and

**WHEREAS**, the Agreement provides that PV Schertz construct and extend Public Infrastructure Improvements, including a water line relocation of approximately 493 feet, sewer line extension of approximately 560 feet and would provide roadway to enhance the future thoroughfare plan of the city approximately 535 feet of completed roadway width and improvements, at 17680 Four Oaks Drive, in Schertz, Texas, Guadalupe County; and

**WHEREAS**, the agreement further provides that PV Schertz intends to complete Public Infrastructure Improvements to allow future development of a minimum 60,000 square foot distribution facility to be built in Schertz, Texas on the property more particularly described as 17680 Four Oaks Dr., Schertz, Texas; and

**WHEREAS**, the Parties desire to amend the Agreement to provide that PV Schertz construct and extend Public Infrastructure Improvements including a water line and relocation of approximately 1,874 feet, sewer line extension of approximately 2,044 feet and would provide roadway to enhance the future thoroughfare plan of the city approximately 1,600 feet of completed roadway width and improvements, at 17680 Four Oaks Drive, in Schertz , Texas, Guadalupe County; and

**WHEREAS**, PV Schertz agrees to dedicate needed right-of-way of approximately 16,800 square feet to the City of Schertz and the SEDC agrees to further incentivize PV Schertz to receive a Total Grant Award not to exceed TWO MILLION THREE HUNDRED THOUSAND

(\$2,300,000) to fund the expansion, and

**WHEREAS**, Sections 501, 502, and 505 of the Texas Local Government Code ("Texas LGC") authorizes the SEDC to fund certain projects as defined therein and enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

**WHEREAS**, Section Sec. 505.159 of the Texas LGC requires the SEDC to hold a public hearing to undertake projects, and a public hearing was held on August 28, 2025 at the SEDC Board Meeting; and

**WHEREAS**, Section 501.073 of the Act requires the City of Schertz, the SEDC authorizing unit, to approve all SEDC programs and expenditures.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF SCHERTZ ECONOMIC DEVELOPMENT CORPORATION THAT:**

Section 1. The Schertz Economic Development Board hereby approves the Economic Development Performance Agreement amendment attached hereto as EXHIBIT A and authorizes the President to execute and deliver in substantial form as attached to the City of Schertz for final authorization of project expenditures.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the board hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage and it is so resolved.

PASSED AND ADOPTED, this \_\_\_\_ *day* of \_\_\_\_\_, 2025.

CITY OF SCHERTZ ECONOMIC  
DEVELOPMENT CORPORATION

ATTEST:

\_\_\_\_\_  
William Dixon, SEDC President

\_\_\_\_\_  
Bryan Jones, SEDC Board Secretary

**EXHIBIT A**

**PV Schertz Performance Agreement  
First Amendment and Restated**

**FIRST AMENDED AND RESTATED  
ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT  
PV Schertz, LLC.**

This First Amended and Restated Economic Development Incentive Agreement (“Agreement”) is entered into to be effective as of \_\_\_\_\_, by and between the **Schertz Economic Development Corporation**, located in Guadalupe County, Texas (hereinafter called “Corporation”), a Texas non-profit Type B economic development corporation; and **PV Schertz, LLC.**, a Texas Company authorized to do business in Texas (hereinafter called “Developer”); collectively otherwise known as the “Parties” to this Agreement.

**RECITALS**

**WHEREAS**, the Development Corporation Act of 1979, as amended and codified in Chapters 501, 502, and 505, Texas Local Government Code (the “Act”) authorizes a development corporation to fund certain projects as defined by the Act, and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

**WHEREAS**, for purposes of the Act 501.101, a “project” includes equipment, facilities, expenditures, targeted infrastructure, and improvements that are for the creation or retention of primary jobs and found by the SEDC board of directors to be required or suitable for the development or expansion of manufacturing and industrial facilities; and

**WHEREAS**, Section 501.158 of the Act requires performance agreements to provide, at a minimum ,for a schedule of additional payroll or jobs to be created or retained, and capital investment to be made, as consideration for any direct incentives provided or expenditures made by the corporation under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

**WHEREAS**, Section 501.103 authorizes expenditures for certain infrastructure improvement projects that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises; and

**WHEREAS**, the Developer desires to construct and extend certain infrastructure improvements, including the extension and relocation of approximately 1,874 feet of water lines, sewer line extension of approximately 2,044 feet, and the provision of road improvements to enhance the future thoroughfare plan of the City of Schertz, to consist of approximately 1600 feet of complete roadway width and improvements; such improvements to be installed in the area of 17680 Four Oaks Dr., in Schertz, Texas, more clearly described on Exhibit “B” attached hereto (the “Public Infrastructure Improvements”); and

**WHEREAS**, Developer and Corporation entered into a performance agreement for the Public Infrastructure Improvements dated August 28, 2025 (the “Agreement”); and

**WHEREAS**, Developer desires to complete the Public Infrastructure Improvements to allow future development of Facilities (singularly “Facility,” and as defined herein) with a minimum square footage as shown in Area 1 (60,000 sf), Area 2 (35,000 sf) and Area 3 (Pad Site, no minimum) as shown on Exhibit “C” to be built in Schertz, Texas (the “Project”); and

**WHEREAS**, the SEDC finds that the construction and business planned in conjunction with the Project, as proposed, will contribute to the economic development of the City of Schertz (“City”) by creating new jobs and increased employment, promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

**WHEREAS**, the Corporation desires to offer incentives to Developer to enable Developer to construct the Project pursuant to this Agreement in substantial conformity with the City Economic Development Incentive Policy and the Act; and

**WHEREAS**, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

**WHEREAS**, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

**WHEREAS**, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings; if any, have been conducted in accordance with Texas law; and

**WHEREAS**, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

## **ARTICLE I RECITALS**

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

## **ARTICLE II AUTHORITY AND TERM**

1. Authority. The Corporation's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the Corporation. The Corporation acknowledges that Developer is acting in reliance upon the Corporation's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the establishment of the Project, hereinafter established.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by mutual agreement of the Parties in the manner provided for herein.

3. Administration of Agreement. Upon the Effective Date, the Corporation delegates the administration and oversight of this Agreement to the Executive Director of the Corporation. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the Corporation.

## **ARTICLE III DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

"Actual Total Improvement Costs" means the actual cost of the Public Improvements including, but not limited to engineering, legal fees, construction, labor, materials, and the costs to "carry" the foregoing, as substantiated with receipts and invoices.

"Bankruptcy" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any party of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Business Condition" shall mean that the owner or tenant of a Facility described in Area 1, 2 or 3 as set forth in Exhibit C obtains, no later than four (4) years from completion of the Public Infrastructure Improvements, either 1) a Certificate of Completion for a Facility; or 2) a Certificate of Occupancy for a facility.

"Certificate of Occupancy" shall mean the signed certificate issued by the City of Schertz Inspections Division granting Property Owner the right to occupy a Facility and confirming that the entire work covered by the permit and plans are in place.

“Default” shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant if uncured within sixty (60) days of receiving written notice from any other Party.

“Effective Date” shall be \_\_\_\_\_, 2025.

“Expiration Date” shall mean the earlier of:

1. \_\_\_\_\_; or
2. The date of termination, provided for under Article VII of this Agreement.

“Facility” or “Facilities” shall mean one or more facilities containing the minimum square footage identified within Areas 1, 2 or 3 on Exhibit “C” in Schertz, Texas.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Maximum Reimbursement Amount” shall mean an amount not to exceed TWO MILLION THREE HUNDRED THOUSAND DOLLARS AND NO/100(\$2,300,000).

“Project” shall mean Public Infrastructure Improvements (“the Project”), including the extension and relocation of approximately 1,874 feet of water line; sewer line extension of approximately 2,044 feet; and the installation of approximately 1,600 feet of completed roadway width from the existing Four Oaks Road as shown on Exhibit “B” in Schertz, Texas, and the provision of necessary improvements for an intersecting offsite private drive, to enhance the future thoroughfare plan of the City and as more clearly described in Exhibit “B”.

“Public Improvements” means the improvements constructed by the Developer for the purpose of extending and relocating a water line, sewer line and public roadway to constitute the Project, as described in Exhibit “B”.

“Reimbursement Grant” shall mean the cash payments from Corporation to Developer for public infrastructure extension on the project site located approximately at 17680 Four Oaks Dr, Schertz, Texas, not to exceed Maximum Reimbursement Amount.

“State of Texas” shall mean the Office of the Texas Comptroller, or its successor.



## **ARTICLE IV ECONOMIC DEVELOPMENT INCENTIVE TERMS AND CONDITIONS**

### **1. Incentive.**

Subject to the satisfaction of all the terms and conditions of this Agreement and the obligation of Developer to repay the Grant pursuant to Article V hereof, the Corporation agrees to provide Developer with the following economic development incentives:

Phase I. Corporation will provide a reimbursement Grant to Developer of 60 percent of the Actual Total Improvement costs of public improvements described in Exhibit "B" at the time the Public Improvements are accepted by the city ("Phase I"). Developer agrees to provide Corporation receipts of total costs, and the Reimbursement Grant shall be paid within sixty (60) days after receipt of acceptance letter and proof of receipts.

Phase II. At the time of the Business Condition being met for one or more of the Facility locations identified in Area 1, 2 or 3 as set forth in Exhibit "C" ("Phase II"), Corporation will disburse to Developer the remaining 40% of the Total Improvement Cost as follows:

- a) 20% upon the Developer or its tenant or assignee meeting the Business Condition for the 60,000 sf Facility located in Area 1 set forth in Exhibit "C".
- b) 20% upon Developer or its tenant or assignee meeting the Business Condition within the 35,000 sf Facility located in Area 2 OR obtaining a Certificate of Occupancy and opening for business on the retail Pad Site located in Area 3 as shown on Exhibit "C"

The amount paid by the Corporation to Developer will not exceed the Maximum Reimbursement Amount and all payments will be substantiated by receipts. The Reimbursement Grant shall be paid within sixty (60) days after receipt of Certificate of Occupancy and information establishing the facility has met the requirements of Business Condition.

2. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds to the Corporation. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3. Confidentiality. The Corporation agrees, to the extent allowed by law, to keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information pursuant to the Texas Public Information Act, Corporation will not disclose the information unless required to do so by the Attorney General of Texas under the provisions of the applicable statutes.

## **ARTICLE V COVENANTS AND DUTIES**

1. Developer's Covenants and Duties. Developer makes the covenants and warranties to the Corporation and agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Developer.

(a) Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement and shall timely and fully comply with all the terms and conditions of this Agreement to commence and complete the Project in accordance with the Agreement.

(b) The execution of this Agreement has been duly authorized by Developer's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Developer's by-laws, or of any agreement or instrument to which Developer is a party to or by which it may be bound.

(c) Developer is not a party to any Bankruptcy proceedings currently pending or contemplated, and Developer has not been informed of any potential involuntary Bankruptcy proceedings.

(d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits to be obtained under subpart (f) immediately below), Developer has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Schertz and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

(e) Developer agrees to obtain or cause to be obtained, all necessary permits and approvals from City of Schertz and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Project and shall be responsible for paying, or causing to be paid, to City of Schertz and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project.

(f) Developer shall cooperate with the Corporation in providing all necessary information to assist them in complying with this Agreement.

(g) During the term of this Agreement, Developer agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a (1), Developer shall be in Default (subject to the remedies in Article V above). Developer is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts provided however that identical federal law requirements provided for herein shall be included as part of any agreement or

contract which Developer enters into with any subsidiary, assignee, affiliate, or franchisee for which Grant provided herein will be used.

(h) Developer will maintain and prepare financial statements in accordance with generally accepted accounting principles in the United States of America as established by the Financial Accounting Standards Board and permit Corporation to visit, examine, audit, inspect, and make and take away copies or reproductions of Developer's book of accounts and other records at mutually agreed upon times (provided, Corporation shall pay the reasonable fees and disbursements of any accountants or other agents of Corporation, selected by Corporation, for the foregoing purposes). Unless written notice of another location is given to Corporation, Developer's books and records will be located at Four Oaks Dr., Schertz, Comal County, Texas 78154.

(i) Developer will grant Corporation the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement.

(j) The number of new jobs or amount of payroll to be created under this Performance agreement is zero.

2. Corporation's Covenants and Duties. The Corporation is obliged to pay Developer a Reimbursement Grant not to exceed the Maximum Grant Amount from sources contemplated by this agreement, subject to Developer's timely and full satisfaction of all applicable terms and conditions of this agreement. Further, the Corporation's obligations to pay Developer shall cease after the earlier of: 1) payment in full of Maximum Grant amount; 2) reaching the Agreement's Expiration Date; or 3) Default by Developer in accordance with the terms of this Agreement. The Grant payments shall be paid in conformance with Article IV Section 1 of this agreement.

3. Substantial Compliance and Default. Failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant shall be considered an act of Default if uncured within sixty (60) days of receiving written notice from any other Party. Failure of Developer to timely and substantially cure a default will give the Corporation the right to terminate this Agreement, as reasonably determined by the Board of Directors of the Corporation.

4. Recapture. In the event of Default by the Developer, or if the Business Condition is not met, then the Corporation may, after providing Developer written notice and a \_\_\_-day opportunity to cure, in its sole discretion, discontinue all future Grant payments and recapture the Grant amount paid to Developer for improvements in accordance with the table below: (as applicable, the "Recaptured Amount").

If Business Condition Not Met

Total Public Improvement Recapture

Year 5

5%

The Recaptured Amount shall be paid by the Developer within one hundred twenty (120) days after the date Developer is notified by the Corporation of such Default (the "Payment Date") provided said Default was not cured. In the event the Recaptured Amount is not repaid by the

applicable Payment Date, the unpaid portion thereof shall accrue interest at the rate of two percent (2.00%) per annum from the Effective Date until paid in full.

## **ARTICLE VI TERMINATION**

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The written agreement of the Parties;
- (b) The Agreement's Expiration Date;
- (c) Default by Developer (at the option of the Corporation).

## **ARTICLE VII DISPUTE RESOLUTION**

1. Mediation. If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, San Antonio, Texas, before resorting to litigation; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of negotiation and mediation collectively known as alternate dispute resolution ("ADR") shall be assessed equally between the Parties with each party bearing their own costs for attorneys' fees, experts, and other costs of ADR and any ensuing litigation.

2. During the term of this Agreement, if Developer files and/or pursues an adversarial proceeding against the Corporation regarding this Agreement without first engaging in good faith mediation of the dispute, then, at the Corporation's option, all access to the funds provided for hereunder may be deposited with a mutually acceptable escrow agent that will deposit such funds in an interest bearing account until the resolution of such adversarial proceeding.

3. Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding regarding this Agreement against either the Corporation or the City of Schertz.

## **ARTICLE VIII MISCELLANEOUS**

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the Corporation shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments duly approved by the Corporation, on behalf of the Parties related thereto. Notwithstanding any other provision of this Agreement to the contrary, performance of either Party under this Agreement is specifically contingent on Developer obtaining a Certificate of Occupancy from the City of Schertz and commencing operations at the Facility under the terms of this Agreement.

2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

3. Representations and Warranties. The Corporation represents and warrants to Developer that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Developer represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement.

4. Assignment. Developer shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the Corporation. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Developer of any liability to the Corporation including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The Corporation may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.

5. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Developer at no time will be acting as an agent of the Corporation and that all consultants or contractors engaged by Developer respectively will be independent contractors of Developer; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed the Parties hereto understand and agree that the Corporation will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Developer respectively under this Agreement, unless any such claims are due to the fault of the Corporation.

(b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official

immunity by the Corporation with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(c) No employee of the Corporation, or any board member, or agent of the Corporation, shall be personally responsible for any liability arising under or growing out of this Agreement.

6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the first business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

If intended for SEDC: Schertz Economic Development Corporation  
Attention: Exec. Dir. of Economic Development  
1400 Schertz Parkway  
Schertz, TX 78154

With a copy to:  
Denton, Navarro & Bernal, PC  
Attention: T. Daniel Santee  
2517 North Main Avenue  
San Antonio, TX 78212

If to the Developer: PV Schertz, LLC  
Attention: Andrew Kaplan  
Address: 4350 La Jolla Village Drive, #110  
Address: San Diego, CA 92122

With a copy to:  
AQUILA  
Attention: Joe Simmons  
Address: 1717 W. Sixth Street, Suite 400  
Austin, TX 78703

Cable Partners, Inc.  
Attention: Day Cable  
11719 FM 2244 Ste 103  
Austin, TX 78738

Any Party may designate a different address at any time upon written notice to the other Parties.

7. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10

8. Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement (subject to the dispute resolution

mechanisms of Article VIII above) shall be in the Courts of Guadalupe County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

9. Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the Corporation.

10. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

11. Payment of Legal Fees. Developer commits to reimburse the Corporation for the necessary legal fees in the preparation of any amendment to this Agreement requested by Developer. Timely payment shall be made within 60 days of submittal of invoice to Developer by the Corporation or its assigns. Each Party shall bear its own attorney's fees in connection with the negotiation of this Agreement.

12. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the Corporation.

14. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

15. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

16. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

17. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

18. Indemnification.

**DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CORPORATION AND CITY, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGEMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY DEVELOPER UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE CORPORATION OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT BEING THE INTENTION OF THE PARTIES THAT DEVELOPER SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY ANNUAL GRANTS PAID TO DEVELOPER HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE CORPORATION.**

19. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

20. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Developer, the Developer shall not be liable for or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**SCHERTZ ECONOMIC DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_



**ATTEST:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**Executed** on this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**DEVELOPER**

PV Schertz, LLC

By: \_\_\_\_\_

Name:

Title:

**Exhibit A**

**Sample Annual Certification Report Form**

**(see attached)**

# Annual Certification Report

Reporting Period: January 1 to December 31, 20\_\_

The Annual Certification Report for the Economic Development Incentive Agreement between the City of Schertz Economic Development Corporation and \_\_\_\_\_, is due on **February 15, 20\_\_**. Please sign and return the Annual Certification Report form with a Developer narrative.

## I. PROJECT INFORMATION

### Project Information:

Developer's legal name: \_\_\_\_\_

Project address subject to incentive: \_\_\_\_\_

Developer primary contact: \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_ E-mail address: \_\_\_\_\_

## II. REPORTING INFORMATION

### Employment and Wage Information:

Has the Developer employed undocumented workers? ☐ Yes ☐ No

What is the total number of Full-time Employees located at the Schertz facility during the calendar year? \_\_\_\_\_

What is the total Annual Payroll for the Schertz facility during the calendar year? \_\_\_\_\_

### Investment Information:

What is the 20\_\_ appraised ad valorem tax value for Tangible Personal Property? \_\_\_\_\_

### Narrative:

A brief narrative explaining the current year's activities and/or any potential defaults has been provided? ☐ Yes ☐ No

## III. ADDITIONAL INFORMATION (VOLUNTARY)

### Employment:

Total full-time employees: \_\_\_\_\_

Total annual payroll: \_\_\_\_\_

Number of full-time jobs added in past year: \_\_\_\_\_

Number of employees that live in Schertz, Texas: \_\_\_\_\_

Interested in being contacted about workforce training opportunities? ☐ Yes ☐ No

Interested in being contacted for assistance with City permits? ☐ Yes ☐ No

I certify that, to the best of my knowledge and belief, the information and attachments provided herein are true and accurate and in compliance with the terms of Economic Development Incentive Agreement.

I further certify that the representations and warranties contained within the Agreement remain true and correct as of the date of this Certification, and XXX Corporation. remakes those representations and warranties as of the date hereof.

I further certify that the employment and wage information provided is true and accurate to the best of my knowledge and I can provide documentation from the Texas Workforce Commission to support my claim if so requested.

I understand that this Certificate is being relied upon by the SEDC in connection with the expenditure of public funds.

I have the legal and express authority to sign this Certificate on behalf of [Developer Name] Corporation.

\_\_\_\_\_  
Name of Certifying Officer

\_\_\_\_\_  
Certifying Officer's Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Signature of Certifying Officer

\_\_\_\_\_  
Date

STATE OF TEXAS                      X  
COUNTY OF GUADALUPE        X

This information was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by  
[first and last name], [title] for XX Corporation, a Texas corporation, on behalf of said agency.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's typed or printed name

My commission expires  
\_\_\_\_\_

Please send an original to the following address:

**Attention: Executive Director  
City of Schertz Economic Development Corporation  
1400 Schertz Parkway, Bldg. No. 2  
Schertz, TX 78154**

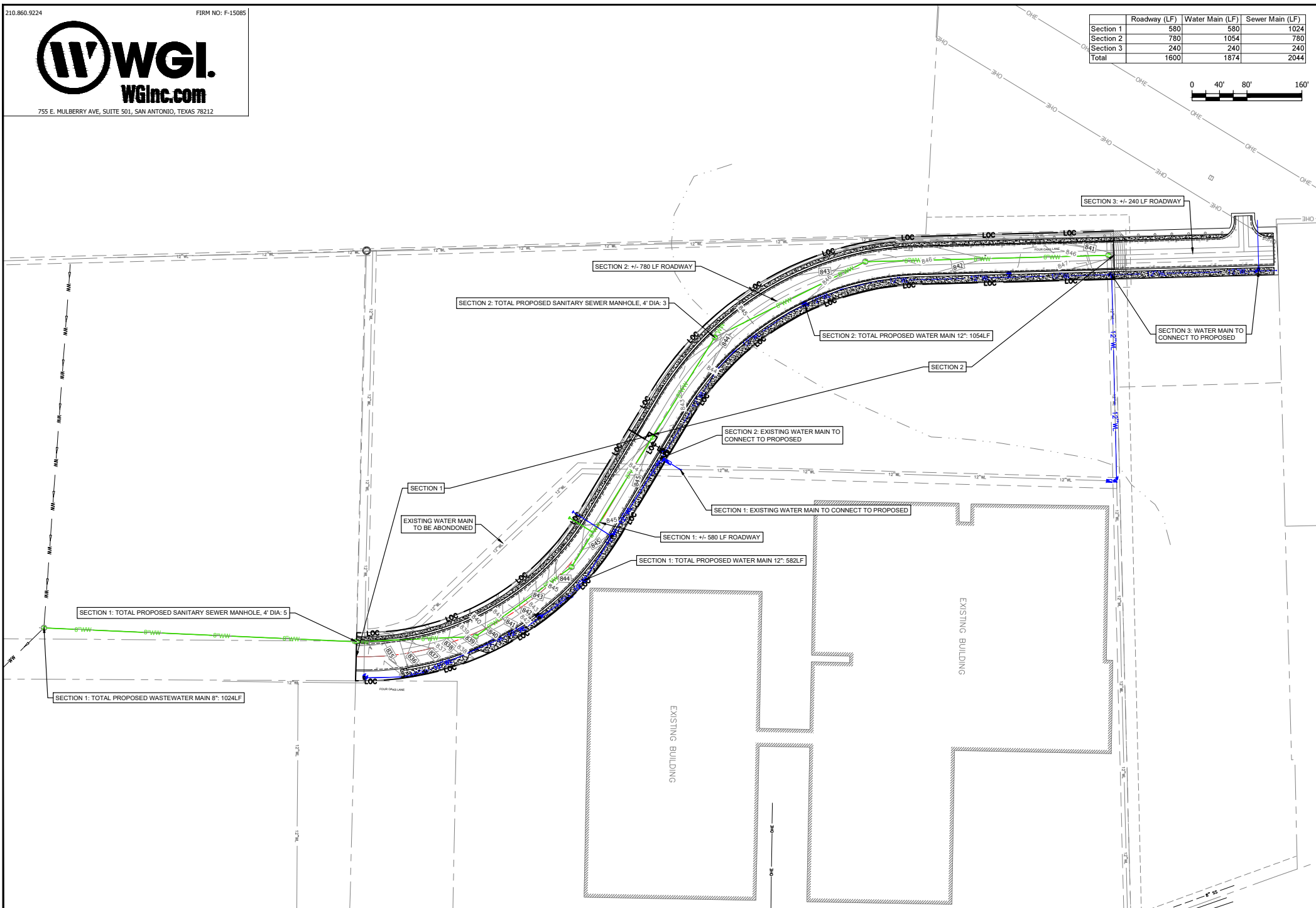
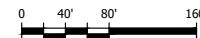
## **Exhibit B**

### **Public Infrastructure Improvements**

**(see attached)**



|           | Roadway (LF) | Water Main (LF) | Sewer Main (LF) |
|-----------|--------------|-----------------|-----------------|
| Section 1 | 580          | 580             | 1024            |
| Section 2 | 780          | 1054            | 780             |
| Section 3 | 240          | 240             | 240             |
| Total     | 1600         | 1874            | 2044            |



**Exhibit C**

**Project Facilities: Areas 1 – 3**

**(see attached)**

# EXHIBIT

