

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT PROGRAM  
FUNDING AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND Jason  
Contreras FOR EXPENDITURE OF LOCAL FLAVOR GRANT FUNDS

This Local Flavor Development Program Funding Agreement (AGREEMENT) is made and entered into by and between the City of Schertz, Texas (CITY) and Jason Contreras, (ENTITY).

WHEREAS, the ENTITY has developed a proposal to Make improvements and repairs, including testing, electrical and mechanical work to 817 Main (the "Project"); and

WHEREAS, Section 380.001 of the Texas Local Government Code, as amended, allows the governing body of a municipality to establish and provide for the administration of one or more programs to promote state and local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the Schertz Main Street Local Flavor Economic Development Program is intended to encourage and expansion and attract small businesses that create local charm and help develop a sense of place in and around Main Street, promote commercial development, stabilize and improve property values, foster civic pride, and protect and enhance the attractiveness of the Main Street area to residents and visitors; and

WHEREAS, funding for the Schertz Main Street Local Flavor Economic Development Program will be provided annually through the City's General Fund; and

WHEREAS, the Schertz Main Street Local Flavor Economic Development Program will enhance other city efforts to improve, beautify, and promote economic development in the Main Street area.

WHEREAS, the area around Main Street in Schertz once served as commercial and social hub of the community; and

WHEREAS, the City seeks to improve the image of the area around Main Street through restoration and rehabilitation of structures in the Main Street area to serve as a commercial, social, cultural and tourism hub of the City; and

WHEREAS, the City Council of the City of Schertz desires to provide funds to Jason Contreras (ENTITY).

NOW, THEREFORE, it is mutually agreed by and between the CITY and ENTITY as follows:

## GENERAL PROVISIONS

Section 1. Purpose. The purpose of this Agreement is to provide funding to the ENTITY for the project identified in the attached Exhibit "A" (the "Project"), the intent of which is to promote state and local economic development and to stimulate business and commercial activity in the municipality to encourage and expansion and attract small businesses that create local charm and help develop a sense of place in and around Main Street, promote commercial development, stabilize and improve property values, foster civic pride, and protect and enhance the attractiveness of the Main Street area to residents and visitors.

Section 2. Obligation of the ENTITY. The ENTITY shall use all of the awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code, the ENTITY'S funding application, and the attached Exhibit "A".

Section 3. Reporting Requirements of the ENTITY. The ENTITY shall deliver a detailed accounting of the expenditures for the Project within thirty (30) days after completion of the Project (the "Post Event Report"). The Post Event Report shall include copies of receipts and other documents establishing the expenditures for the project. The CITY shall not make reimbursements for expenditures where no receipt or invoice is provided. Partial or incomplete reports will not be accepted.

Section 4. Authorization of Payment. Subject to the ENTITY'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ENTITY up to fifty percent (50%) of the Project. The Project is estimated to be approximately \$5,00.00 and fifty percent of which, is capped at 2,500.00 for work falling within the criteria for a systems grants. Payment(s) will be made within forty-five (45) days of acceptance of the complete Post Event Report. Partial or incomplete reports will not be accepted. Only expenditures that meet Chapter 351 of the Tax Code and this AGREEMENT shall be reimbursed.

Section 5. Appeal Process. Any ENTITY wishing to appeal the decision of the CITY must present their appeal in writing within ten (10) business days of funding denial.

Section 6. Rights. The City of Schertz has the right, at any time, to inspect the books or records of the ENTITY that may relate to performance of this AGREEMENT. The CITY, at its sole expenses, has the right to conduct an audit of the ENTITY or Project.

Section 7. Term. The AGREEMENT shall become effective as of the date entered below. The AGREEMENT shall terminate one year from its effective date or once the terms have been met, whichever occurs first.

Section 8. Indemnification. The ENTITY agrees to defend, indemnify and hold harmless the CITY, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the ENTITY'S breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or

omission of the ENTITY, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this AGREEMENT; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ENTITY and the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph 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. Both parties expressly agree that this AGREEMENT does not assign any responsibility for civil liability to the City of Schertz that may arise by virtue of this AGREEMENT.

Section 9. Termination. A party may terminate this AGREEMENT in whole or in part if the other party fails to comply with a term of the AGREEMENT, including the inability of the ENTITY to conform to any change required by federal, state or local laws or regulations; or for the convenience of either party. The terminating party shall provide written notification to the other party of the decision to terminate this AGREEMENT within thirty (30) days before the effective date of termination. A party may terminate the AGREEMENT for breach of any provision of this AGREEMENT, upon written notice of the breach and the breaching party shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of the non-breaching party.

Section 10. Notice. All notices required or permitted under this AGREEMENT shall be in writing and shall be delivered in person or mailed as follows:

to the CITY at:

City of Schertz  
Attention: City Manager  
1400 Schertz Parkway  
Schertz, TX 78154  
(210) 619-1000

To: Jason Contreras  
Attention: Jason Contreras  
817 Main  
Schertz, Texas 78154

#### MISCELLANEOUS

Section 11. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

Section 12. Approval. This AGREEMENT has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

Section 13. Assignment. Except as otherwise provided in this AGREEMENT, a party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

Section 14. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not preclude the exercise of another right or remedy. Rights and remedies under this AGREEMENT are cumulative and are not exclusive of other rights or remedies provided by law.

Section 15. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this AGREEMENT or any section thereof.

Section 16. Attorney fees. In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, plus all out-of-pocket expense such as deposition costs, telephone, calls, travel expenses, expert witness fees, court costs, and their reasonable expenses, unless otherwise prohibited by law.

Section 17. Severability. The parties agree that in the event any provision of this AGREEMENT is declared invalid by a court of competent jurisdiction that part of the AGREEMENT is severable and the decree shall not affect the remainder of the AGREEMENT. The remainder of the AGREEMENT shall be in full force and effect.

Section 18. Venue. The parties agree that all disputes that arise of this AGREEMENT are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Milam County, Texas.

Section 19. Certificate of Insurance. The ENTITY agrees to provide a certificate of insurance for liability and worker's compensation insurance or letter of self-insurance on its letterhead indicating its self-insured status before any event awarded funding under this AGREEMENT. The cost of the insurance herein mentioned to be secured and maintained by the ENTITY shall be borne solely by the ENTITY.

IN WITNESS HEREOF, the CITY and ENTITY make and execute this AGREEMENT to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF SCHERTZ, TEXAS

ENTITY

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Jason Contreras

ATTEST:

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City Secretary

EXHIBIT A

[Describe the project to be performed]



## INVOICE

BILL TO  
**Jason Contreras**  
**Contreras Flowers & Gifts**  
**817 Main St**  
**Schertz, TX 78154-2150**

INVOICE 1368  
 DATE 08/30/2022  
 TERMS Due on receipt  
 DUE DATE 08/30/2022

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	Outdoor lighting	Remove 2 existing light (one located at the back of the property, and one located at the side) the lights were operated by photocells  Cut existing metal flex conduit and install change over to convert the conduit to liquid tight conduit.  Provide and install weatherproof enclosures and lights sockets.  Provide 4 LED Wet rated lamps  Provide and install Photo control sensors.	259.52
	Change order	This was part of the original work, but it was missed as the panel presented a false ground wire and a new ground wire needed to be installed in order to pass inspection. the original quote did not specify grounding the inside panel.  * Provide and install ground wire and lug to interconnect connect the grounding system to the water heater/ cold water bond and main electrical panel.	81.54

Thank you for your business! All checks can be mailed to:

417 Clover Lane  
 Eu Verna TX 78121  
 Digital Payment Options:  
 Zelle: 210-273-1762  
 Venmo: @UnitedElectric220  
 Cash App: Sumitelectric220  
 Apple Pay: 210-273-1762  
 PayPal: Ask me about payment options

SUBTOTAL	341.06
TAX	0.00
TOTAL	341.06
BALANCE DUE	<b>\$341.06</b>

ALL WORK PERFORMED IS COVERED UNDER A 90 DAY LABOR WARRANTY

TECL: 36137

**Proposal**

**UNIVERSAL AIR**  
 P.O. Box 2176  
 Universal City, TX 78148  
 (210) 658-8492  
 TX State Lic. #TAC180217902

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PROPOSAL SUBMITTED BY: Jason Contreras PHONE: 512 507 3520 DATE: 8-31-22

BY: 817 Mon FOR: \_\_\_\_\_

PROJECT: Starts Tx 78154 LOCATION: \_\_\_\_\_

PROJECT: \_\_\_\_\_ COST: \_\_\_\_\_

*We hereby submit specifications and estimates for:*

Remove 5 Flex Ducts  
Install 5 New Flex Duct Runs 4550 \$ 2750<sup>00</sup>  
Hang all Ducts \$ 225<sup>00</sup>  
Seal Duct Connection at Plenums  
with Duct Sealant \$ 260

Air Test if City Requires Approv \$ 3235<sup>00</sup>  
500<sup>00</sup>  
3735<sup>00</sup>

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Regulated by The Texas Dept. of Licensing & Regulation.  
 www.texaslatr.com  
 P.O. Box 12187, Austin, TX 78711  
 1-800-455-6000 or 512-463-0000

**We propose** hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of: \_\_\_\_\_

Payment to be made as follows: \_\_\_\_\_

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All material is guaranteed to fit as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration to drawings that does not conform to drawings will be subject to the approval of the architect. All equipment, materials, and labor shall be stored and used at the site. All equipment, materials, and labor shall be stored and used at the site. All equipment, materials, and labor shall be stored and used at the site.

Affirmation: [Signature]  
 30

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**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. This is authorized to be the work as specified. Payment will be made as specified above.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_

Supplement to grant

Jason Jason <jcontrerasnet@yahoo.com>

Tue 8/30/2022 10:55 PM

To: Brian James <bjames@schertz.com>

Mr. James: May this please be added for approval on September 6th? It's the fee for the asbestos survey per city inspector Mr. Durant. Thank you.

Jason Contreras

<p>A&amp;J ENTERPRISE 217 Fritz Way Cibola, TX 78108</p>		<p><b>Invoice</b></p> <table border="1"> <tr> <th>Date</th> <th>Invoice #</th> </tr> <tr> <td>8/31/2022</td> <td>395</td> </tr> </table>		Date	Invoice #	8/31/2022	395																								
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