

RESOLUTION NO. 23-R-117

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING A REQUEST FOR A SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT GRANT FOR 415 MAIN STREET IN THE CITY OF SCHERTZ, TEXAS, AND RELATED MATTERS IN CONNECTION THEREWITH

WHEREAS, The City of Schertz desires to protect, enhance, and preserve the historic resources and landmarks which represent distinctive elements of Schertz' historic, architectural, economic, cultural, and social heritage by providing property owners and incentive for protecting their property; and

WHEREAS, the City of Schertz desires to encourage the attraction of small businesses that will create local charm and help develop a sense of place in and around Main Street;

WHEREAS, the City of Schertz desires to stabilize and improve property values; and

WHEREAS, Foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education, and general welfare of residents; and

WHEREAS, Strengthen the economy of the city by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support and stimulus to businesses.

WHEREAS, the City Council approved the Schertz Main Street Local Flavor Economic Development Grant;

WHEREAS, staff is in support of this program and recommended approval of the grant request for 415 Main Street for up to \$14,192.50.

NOW THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby approves the Schertz Main Street Local Flavor Economic Development Grant request for 415 Main Street subject to the approved criteria of the program and execution of a funding agreement generally as outlined in Exhibit "A".

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 City Council.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 City Council 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 ___th day of _____, 2023.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

Exhibit A

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

**SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT PROGRAM
FUNDING AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND
Jagdish Kapadia 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 Jagdish Kapadia, (ENTITY).

WHEREAS, the ENTITY has developed a proposal to Make improvements to the roof and signage of 415 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 Jagdish Kapadia (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' 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' 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 \$14,192.50 total and fifty percent of which, is capped at \$9,192.50 for work to the roof falling within the criteria for a facade improvement grant and up to 50%, not to exceed \$5,000, for signage consistent with the image attached in Exhibit A. 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: Jagdish Kapadia
Attention: Zain Kapadia
415 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 _____, 2023.

CITY OF SCHERTZ, TEXAS

ENTITY

City Manager

ATTEST:

City Secretary

EXHIBIT A

Roof and Signage Work

NEW TPO ROOF & CANOPY REPAIR PROPOSAL

OCT 06, 2023

Project #15495763592



ZAIN KAPADIA

415 Main St.
Schertz, TX
78154



We can help you with

Roofing and Gutters
Residential & Commercial

Info@RhinoRoofers.com
(210) 361-7663

SCOPE OF WORK PROPOSED



TPO Recover - specific to the area in red.
3,047 ft.² = 30 sq

(100 ft.² = 1 sq)



Wood work to include, capping off the front canopy fascia on the storefront, currently missing (damaged). This proposed woodwork, will leave the front canopy ready for stucco, including synthetic underlayment for weather protection.. (Stucco is not included)

RECENT TPO RECOVER PROJECT



Before



After

The Plant Shoppe
3020 N. St. Mary's
San Antonio, Tx 78202

WHY CHOOSE VERSIWELD® TPO?

Advantages of VersiWeld TPO



Cleaner Surface



Long-term Energy Efficiency in Warm, Southern Climates



Greater Weather Resistance



Improved Long-term Performance



Excellent Heat and UV Resistance



Industry Leading Weathering Package

The Tests

TPO membrane samples from four manufacturers, including Versico, were recently subjected to accelerated heat aging in a controlled 240°F environment. Heat aging accelerates the impact that heat plays on TPO and evaluates its performance on the roof. Samples were removed when they showed signs of cracking or were deemed not suitable to perform as a waterproofing membrane. Extreme Xenon Arc Weatherometer testing also reveals that VersiWeld TPO can withstand twice the ASTM D6878 requirement of 10,080 kJ/m² without losing its desired physical properties.

The Results

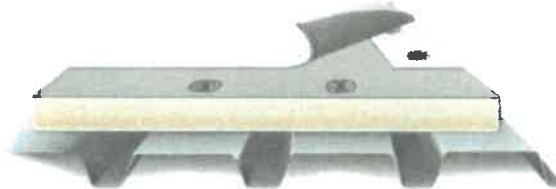
Independent test results and a chemical analysis show that VersiWeld TPO with OctaGuard XT contains more weather-protecting ingredients than any other TPO membrane tested, which means Versico's TPO provides superior long-term protection against the dangers of heat and UV exposure.

With Versico's VersiWeld TPO, featuring OctaGuard XT weathering package, you get a whiter, cleaner and more energy-efficient, longer-lasting and weather-resistant TPO roofing system. Versico's VersiWeld TPO with OctaGuard XT weathering package technology has set a new standard in the thermoplastic single-ply industry.

SYSTEM OPTIONS

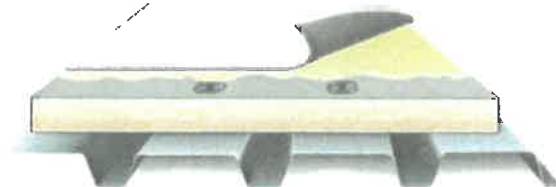
Mechanically Attached Systems

Mechanically Attached Systems require mechanical attachment of the insulation to the deck and mechanical attachment of the membrane within the seam area. Adjoining membrane sheets are overlapped and joined together by hot-air welding.



Fully Adhered Systems

Fully Adhered Systems require mechanical or adhesive attachment of the insulation to the roof deck. The TPO membrane and substrate are then coated with bonding adhesive and the membrane is rolled into place and seams are then hot-air welded.



MEMBRANE MATERIAL WARRANTY

DATE OF ISSUE:
WARRANTY NO.:
NAME OF BUILDING:
BUILDING ADDRESS:

Subject to the following terms and conditions, Versico, a division of Carlisle Construction Materials Incorporated (VERSICO) warrants to the Buyer that the membrane material (MEMBRANE) sold to the Buyer will be free from manufacturing defects at the time of its delivery to the job site.

If upon inspection by Versico, the membrane evidences manufacturing defects, Versico's liability and Buyer's remedies are limited, at Versico's option, to the repair or replacement of the defective membrane at the F.O.B. point in the original contract of sale.

Versico further warrants that the Membrane material will not prematurely deteriorate to the point of failure because of weathering for a period of -- years from the date of sale if properly installed, maintained and used for the purpose for which Versico intended.

Buyer shall give Versico notice of a claim under this warranty within thirty (30) days of discovering the premature deterioration of the Membrane.

If upon inspection by Versico, the Membrane shows premature deterioration because of weathering within the -- year period stated herein, Versico's liability and Buyer's remedies are limited at Versico's option to the providing of repair material for the original Membrane or credit to be applied towards the purchase of a new Membrane, the value of these remedies being determined by Versico based upon the number of remaining months of the unexpired warranty used to prorate at the current prices for the Membrane. The maximum prorated value allowed by Versico for repair or credit shall not exceed the original Membrane purchase price.

This warranty refers to the membrane material only. Flashings, adhesives and other accessories contained in a membrane system are not covered by this warranty.

Versico shall not be responsible for the cleanliness or discoloration of the membrane material caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.

NO REPRESENTATIVE OF VERSICO HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. VERSICO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

BY: James Heisey

AUTHORIZED SIGNATURE
TITLE: Director of Sales

October 6, 2023

Rhino Roofers LLC
4949 N. LOOP 1604 W. SUITE 250
SAN ANTONIO, TX 78249
US

Project: Kapadia

To Whom It May Concern:

This letter is to confirm that Rhino Roofers LLC in SAN ANTONIO, TX is a Versico Authorized Contractor.

If you should have any further questions, please feel free to contact me.

Sincerely,



Kellen Zawadzki

NEW TPO ROOFING SYSTEM

Description

TPO Recover (30.47 squares)

Prep safe worksight. Provide all required safety equipment (Ie; Perimeter flags, tie offs, Safety cables, etc) Also provide trash removal and sight clean up.

Mechanically attach .25" Fanfold coverboard (Rvalue=2.5) to wood deck substrate.

Versico 60 mil, TPO (Thermoplastic Polyolefin) Total Roofing system. Mechanically astened, heat welded seams, Attached to .25" fan fold.

Install all Versico brand accesories, (edge metal, curb flashing & term bars) needed per manufacturers specs

20 year Manufacturers Membrane Warranty Registered w/ Versico

This proposal includes replacing all decking necessary, to properly fasten the TPO membrane. (In compliance w/manufacturer {Versico} specification.)

Woodwork to repair the storefront canopy, to original substraat condition, where the canopy sign once stood. Make ready stucco. (Stucco not included) aprx 200 ft.²

5 year labor & workmanship warranty, provided by Rhino Roofers. LLC

Proposal includes all labor, material, warranty, permits & tax

Quote subtotal \$18,385.00

Total \$18,385.00

- Re-roof proposal only, no building structure work to be done
 - Projected start date is 2-3 weeks from signing. (If not sooner)
 - The duration of project shall be no more than 5 business days, from commencement. Weather permitting.
 - The finished roof color will be bright white.
 - TPO Membrane is Energy star rated, with UV reflectivity classified as a "Cool Roof"
 - The fanfold used as TPO cover-board, will have an R-value=2.5
- (Rvalue=Insulation factor, will be 2.5 in addition to current.)

AUTHORIZATION PAGE

New TPO Roofing System

\$18,385.00

Project: 15495763592

Name: Zain Kapadia

Address: 415 Main St., Schertz, TX

Estimates valid for 30 days from date of estimate / A 25% deposit is required before any project begins.

Customer Comments / Notes

My Product Selections

TPO Membrane Color

Bright (Polar) White

Zain Kapadia:

Date:

Exclusions:

By signing this form, I agree to and confirm the following: I certify that I am the registered owner of the above project property or have legal permission to authorize the work as stated. I agree to pay the total project price and understand that this work will be completed in accordance with industry best practices.

RENDER



PROJECT INFORMATION

CLIENT: J's Food Mart
 WORK ORDER: 6000-1
 DATE: 10/30/2023

FINISHES & MATERIAL

Convert Cabinet with new polycarbonate faces and add structure for an LED gas price changer on the bottom of cabinet. Faces have HEXUS Tomato Red translucent vinyl.

| # | DATE | DESCRIPTION |
|---|------|-------------|
| | | |

NOTES:

SIGNATURE: _____

BY: _____

DATE: _____

APPROVED AS IS APPROVED AS NOTED REJECTED REVISE & RE-SUBMIT



#18451

Office: 210.826.3002 • Fax: 210.826.3908

534 Sandau Rd. San Antonio, TX 78216

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