

RESOLUTION NO. 24-R-30

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE GVEC UTILITY COOPERATIVE AGREEMENT FOR THE MAIN STREET IMPROVEMENTS PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council of the City of Schertz, TX has previously identified a goal of improving the aesthetics of Main Street and providing a new driving surface on the street; and

WHEREAS, the City Council of the City of Schertz, TX on February 20, 2024 approved Resolution 24-R-24 authorizing proceeding with the Main Street Improvements project, which included relocation of the aerial utilities in the Main Street Corridor underground; and

WHEREAS, the Guadalupe Valley Electric Cooperative (GVEC) has provided a Utility Cooperative Agreement to relocate their electrical utilities underground in the Main Street Corridor; and

WHEREAS, the City Council has determined that it is in the best interest of the City to proceed with the GVEC Utility Cooperative Agreement to relocation the electrical facilities underground.

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

Section 1. The City Council authorizes the City Manager to execute the GVEC Utility Cooperative Agreement in substantially the same form as attached with the estimated cost of \$4,356,426.32.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

EXHIBIT A
GVEC UTILITY COOPERATIVE AGREEMENT

Project Name: Schertz Main St Underground

Contract/PO No: _____

Vendor No: _____

UTILITY COOPERATIVE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2024 by and between the City of Schertz, herein referred to as (“**CITY**”), and Guadalupe Valley Electric Cooperative Inc., herein referred to as (“**UTILITY**”).

RECITALS

WHEREAS, the **CITY** has deemed it necessary to make road and facility improvements along Main Street between Curtiss Ave and Schertz parkway, herein referred to as the “**PROJECT**”, located within the limits of the Guadalupe County, Texas; and

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

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

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

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

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

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

The **CITY** shall pay the **UTILITY** in accordance with the payment timeline supported by the attached Exhibit A and begin acquisition of the necessary utility easements as shown in Exhibit B no later than 30 days of this fully executed agreement.

Both parties shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein.

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

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

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

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

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

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year set forth below.

CITY OF SCHERTZ, TEXAS

BY: _____ DATE: _____
STEVE WILLIAMS, CITY MANAGER

ATTEST:

BY: _____ DATE: _____
CITY SECRETARY

APPROVED AS TO FORM:

BY: _____ DATE: _____
CITY ATTORNEY

GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC.

BY: _____ DATE: _____
**EXECUTIVE MANAGER - KEY ACCOUNT
& PROJECT PLANNING**

ATTEST:

BY: _____ DATE: _____
EXECUTIVE ASSISTANT



Exhibit A

3/22/2024

City of Schertz
1400 Schertz Parkway
Schertz, TX 78154
Attn: Brian James

RE: Cost Estimate for Schertz Main St Rehabilitation Project

Project Description:

Overhead Rebuild and Underground relocation Construction/Equipment

Engineering, Design, Staking,	\$375,000
Three-phase distribution Construction	
Overhead (labor, equipment & materials)	\$300,000
Underground (labor, equipment & materials, secondary ties)	\$3,709,617.68
Retirement	\$217,773.62
Estimated Total:	\$4,602,391.30

Summary of Payments and Estimation of timeline for Distribution Line and Service Deployment:

Down Payment for Project	\$939,635.30 - April 2024
GVEC Stake/Design Distribution Line.....	
Procure Equipment and Materials.....	
Construct Overhead Distribution line.....	
Begin Construction of Underground Distribution line.....	\$3,662,756.00 - March 2025
Complete Construction of Distribution Line.....	
Install/Energize Commercial services.....	
Project True Up (at project completion).....	Tent Final Payment – Feb 2026

IMPORTANT NOTE: Costs subject to changes due to final design, construction conditions, supply chain and volatile pricing on materials. Project True Up will be for actual costs incurred for labor, material and equipment used.



