

RESOLUTION 25-R-127

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING APPROVING A REQUEST FOR A SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT GRANT FOR 534 MAIN STREET.

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; and

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

WHEREAS, the City of Schertz desires to 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, the City of Schertz desires to 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; and

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

WHEREAS, staff is in support of this program and recommends approval of the grant request for 534 Main for up to \$16,715.15.

NOW THEREFORE, BE IT RESOLVED BY 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 534 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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"

Main Street Local Flavor Grant Funding Agreement

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT PROGRAM
FUNDING AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND SUE
ANN CHERRINE 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 Sue Ann Cherrine (the “OWNER”).

WHEREAS, the OWNER has developed a proposal to make improvements to the HVAC System and Roof to 534 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 Sue Ann Cherrine (OWNER).

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

GENERAL PROVISIONS

Section 1. Purpose. The purpose of this Agreement is to provide funding to the OWNER 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 OWNER. The OWNER shall use all of the awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code, the OWNER'S funding application, and the attached Exhibit "A".

Section 3. Reporting Requirements of the OWNER. The OWNER 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 OWNER'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the TENANT up to fifty percent (50%) of the Project. The Project is estimated to be \$33,430.13 and fifty percent of which, is capped at \$16,715.15 and is the total amount of grant money for which the project is eligible. Work within the systems grant category is capped at \$15,000 and at \$20,000 for facade. 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 OWNER 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 OWNER that may relate to performance of this AGREEMENT. The CITY, at its sole expenses, has the right to conduct an audit of the OWNER 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 OWNER 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

OWNER's breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or omission of the OWNER, 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 OWNER 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: Sue Ann Cherrine
534 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 OWNER 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 OWNER shall be borne solely by the OWNER.

IN WITNESS HEREOF, the CITY and ENTITY make and execute this AGREEMENT to be effective this _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

City Manager

Owner, Sue Ann Cherrine

ATTEST:

City Secretary

EXHIBIT A

AC and Roof Work



908 Curtiss Street
Schertz, TX 78154
Call or Text (800) 328-0630

Invoice 158769448
Invoice Date 6/19/2025
Completed Date
Customer PO
Payment Term Due Upon Receipt

Billing Address
Wells Fargo Retail Services Financing
800 Walnut Street
Des Moines, IA 50309 USA

Job Address
Sue's Stitch N' Sew
534 Main Street
Schertz, TX 78154 USA

Description of work

Task #	Description	Quantity	Price	Total
Daikin Minisplit 24K	This Daiken 24k Mini split system includes the following items at no additional cost: <ul style="list-style-type: none"> • Daiken Condensing Unit • Daiken Head • Lineset cover • Supplies 	1.00	\$6,300.00	\$6,300.00
Res.HVAC-Hourly	Mini split bracket	1.00	\$385.00	\$385.00
Sub-Total				\$6,695.00
Schertz 0%				\$0.00
Schertz 8.25%				\$212.86
Total Due				\$6,907.86
Payment				\$0.00
Balance Due				\$6,907.86

Regulated by The Texas Department of Licensing and Regulation
P.O. Box 12157, Austin, Texas 78711
1-800-803-9202, 512-463-6599
www.tdlr.texas.gov

License # TAQLB00116382E

GVEC Home Services, Inc. Authorization:

I authorize GVEC Home Services, Inc. to proceed with the work specified for \$6,907.86. I am comfortable with the description provided to me by Ricardo Reyes. I have the authority to order the above work and do so order as outlined above. It is agreed that GVEC Home Services, Inc. will retain title to any equipment or material furnished until final and complete payment is made, and if the settlement is not made as agreed, GVEC Home Services, Inc. shall have the right to remove same and GVEC Home Services, Inc. will be held harmless for any damages resulting from the removal thereof. I agree that GVEC Home Services, Inc may contact me by telephone at any telephone number provided to my account, including wireless telephone numbers, which could result in charges to me. I can also be contacted by text messages or emails, using any email address I have provided. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable.

GVEC Home Services, Inc. Acknowledgment:

I acknowledge the work accomplished today by Ricardo Reyes meets and/or exceeds my expectations. I further acknowledge the work accomplished today is in line with what I previously authorized in the amount of \$6,907.86.



908 Curtiss Street
Schertz, TX 78154
Call or Text (800) 328-0630

Invoice 158769833
Invoice Date 6/19/2025
Completed Date
Customer PO
Payment Term Due Upon Receipt

Billing Address
Wells Fargo Retail Services Financing
800 Walnut Street
Des Moines, IA 50309 USA

Job Address
Sue's Stitch N' Sew
534 Main Street
Schertz, TX 78154 USA

Description of work

Task #	Description	Quantity	Price	Total
Condenser Electrical Circuit	This is a flat-rate pricing structure to install an additional electrical circuit to the condensing unit. This includes all labor and materials for the electrical installation. <ul style="list-style-type: none"> • 8-2/8-3 Copper Romex • Specified Two Pole Breaker • Conduit where exposed to weather conditions • installed in accordance with 2020 NEC 	1.00	\$999.99	\$999.99

Sub-Total	\$999.99
Schertz 0%	\$0.00
Schertz 8.25%	\$22.46
Total Due	\$1,022.45
Payment	\$0.00
Balance Due	\$1,022.45

Regulated by The Texas Department of Licensing and Regulation
P.O. Box 12157, Austin, Texas 78711
1-800-803-9202, 512-463-6599
www.tdlr.texas.gov

Electrical Contractor License # 32802

Estimates are good for 7 days

GVEC Home Services, Inc. Authorization:

I authorize GVEC Home Services, Inc. to proceed with the work specified for \$1,022.45. I am comfortable with the description provided to me by Kent Lorentz. I have the authority to order the above work and do so order as outlined above. It is agreed that GVEC Home Services, Inc. will retain title to any equipment or material furnished until final and complete payment is made, and if the settlement is not made as agreed, GVEC Home Services, Inc. shall have the right to remove same and GVEC Home Services, Inc. will be held harmless for any damages resulting from the removal thereof. I agree that GVEC Home Services, Inc may contact me by telephone at any telephone number provided to my account, including wireless telephone numbers, which could result in charges to me. I can also be contacted by text messages or emails, using any email address I have provided. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable.

GVEC Home Services, Inc. Acknowledgment:

I acknowledge the work accomplished today by Kent Lorentz meets and/or exceeds my expectations. I further acknowledge the work accomplished today is in line with what I previously authorized in the amount of \$1,022.45.

AUTHORIZATION PAGE

- | | | |
|--|-------------|--|
| <input type="checkbox"/> Good-Tamko | \$13,500.00 | Project: 3410907 |
| <input type="checkbox"/> Better - OAKRIDGE® | \$15,000.00 | Name: Sue Cherrine |
| <input checked="" type="checkbox"/> Best - Metal Standing Seam | \$25,500.00 | Address: 534 Main Street, Schertz, TX |

Estimates valid for 30 days from date of estimate / A 50% deposit is required before any project begins

Final Price \$25,500.00

Customer Comments / Notes

My Product Selections

Shingle Color

Metal Color

Red

Gutter Color

Sue Cherrine:

sue ann cherrine

Date: 8/22/2025