

RESOLUTION 25-R-135

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT WITH GUADALUPE COUNTY FOR PARKING LOT STRIPING AND RELATED MATTERS IN CONNECTION THEREWITH.

WHEREAS, The Parties have identified certain common, legitimate public purposes in entering into this agreement; and

WHEREAS, The governing bodies of the City of Schertz and Guadalupe County have each met in legally convened open meetings and authorized their respective representatives to enter into this Agreement; and

WHEREAS, The County has requested that the City re-stripe the parking lot of the Schertz Annex Building, located at 101 Elbel Road, Schertz, TX 78154; and

WHEREAS, the total cost of the project is estimated at less than \$9,000.00 and the County will reimburse the City for their costs; and

WHEREAS, the City of Schertz staff is recommending entering into this Interlocal Agreement.

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

Section 1. The City Council hereby authorizes the City Manager to enter into the Interlocal Agreement with Guadalupe County as outlined in Exhibit "A" and authorizing the City Manager and City Attorney to make minor modifications to the ILA if needed.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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

ILA with Guadalupe County

**INTERLOCAL AGREEMENT BETWEEN GUADALUPE COUNTY, TEXAS, AND
THE CITY OF SCHERTZ, TEXAS, REGARDING THE PARKING LOT STRIPING AT
THE COUNTY-OWNED BUILDING AT 1101 ELBEL ROAD IN SCHERTZ**

This Interlocal Agreement is entered into by and between Guadalupe County, Texas, a political subdivision of the State of Texas (County), and the City of SCHERTZ, Texas (City).

WHEREAS, the County-owned building at 1101 Elbel Road within the City has undergone a complete remodel and will be used to house multiple County offices;

WHEREAS, as part of the remodel, the parking lot is being resurfaced, and parking lot designations must be painted prior to opening the remodeled County-owned building to the public;

WHEREAS, the City has the appropriate equipment and employees available to paint the parking lot designations prior to the end of Fiscal Year 2025;

WHEREAS, the City and County desire to work together to conserve taxpayer dollars and expedite the project; and

WHEREAS, this Agreement is made pursuant to and under the authority granted in Chapter 791, Texas Government Code.

NOW, THEREFORE, in consideration of the mutual promises and covenants given and the mutual benefits received, which are hereby acknowledged by Guadalupe County and the City of Schertz, the parties agree as follows:

ARTICLE I – PURPOSE

The purpose of this Agreement is to establish the terms and conditions for the painting of parking lot designations at the County-owned building at 1101 Elbel Road in Schertz.

ARTICLE II – DESIGNATION OF REPRESENTATIVES

The County hereby appoints the County Commissioner for Precinct 3 as its Representative under this Agreement. Should the County appoint another individual to act as its Representative, the County shall notify the City of the same in writing. The County Commissioner for Precinct 3 shall be the primary point of contact for the City.

The City hereby appoints the City Manager of Schertz as its Representative under this Agreement. The City Manager shall be the primary point of contact for the County unless the City Manager delivers to the County, in writing, a notice designating another individual as its Representative.

ARTICLE III – TERM

This Agreement shall become effective upon the execution date of the last signatory Party to the Agreement (Effective Date). The term of this Agreement is from the Effective Date until the painting of the parking lot designations under this Agreement has been completed or September 30, 2025, whichever occurs first.

ARTICLE IV – FINANCIAL COMMITMENT OF THE PARTIES

The County shall pay the City a total of \$8,739.69 upon completion of the project, which is \$2,633.76 for labor, \$3,457.76 for equipment, and \$2,648.17 for materials. The cost of labor, equipment, and materials are attached as Exhibit A.

ARTICLE V – OBLIGATION OF COUNTY

The County will resurface the parking lot prior to the City’s responsibilities becoming effective under this agreement. The County will ensure that the parking lot is free from vehicles or other obstructions prior to the City painting the parking lot designations.

ARTICLE VI – DEFAULT AND TERMINATION

In the event of a material breach of this Agreement, the non-breaching Party shall give the breaching Party written notice of such breach, which shall detail the nature of the breach. The Party receiving the notice of breach shall be given thirty (30) days to cure the breach. If the breach is not corrected to the satisfaction of the non-breaching Party by the end of the thirty (30) day period, the non-breaching Party may give written notice of termination to the breaching Party and seek to recover damages.

Notwithstanding anything herein, each Party may terminate this Agreement for convenience by giving the other Party sixty (60) days’ notice.

ARTICLE VII – ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter.

ARTICLE VIII – ASSIGNMENT OR TRANSFER OF INTEREST

Neither Party may assign its rights, privileges, and obligations under this Agreement in whole or in part without prior written consent of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE IX – LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE X – COMPLIANCE WITH LAWS AND ORDINANCES

Both Parties shall comply with all federal, state, and local laws and ordinances concerning the work and services performed under this Agreement.

GUADALUPE COUNTY, TEXAS:

DATE

COUNTY JUDGE

ATTEST: COUNTY CLERK

CITY OF SCHERTZ, TEXAS

DATE

CITY MANAGER

ATTEST: CITY SECRETARY

EXHIBIT A



Quote

Centerline Supply, Inc.
9484 Corporate Dr.
Selma, TX 78154
United States
P: (210) 224-4600

Quote Number: QTE0048755
Quote Date: 08/21/25

Customer Service Rep: ACOLLIER
Sales Rep: ACOLLIER

BILL TO:

SCHERTZ, CITY OF
1400 SCHERTZ PKWY BLDG 2
SCHERTZ TX 78154

SHIP TO:

ATTN: FINANCE
SCHERTZ, CITY OF
1400 SCHERTZ PKWY BLDG 2
SCHERTZ TX 78154

Notes:

Customer P.O.	Ship VIA	Terms	Shipping Terms		
	CPU	NET30	CPU		
Item Number	Ordered	Unit	Price	Extended Price	
20601-000 20A [P] TRAF PAINT (AEXCEL) GORILLA ACRYLIC YELLOW (5 GAL)	25	GAL	\$36.38	\$909.50	
20600-000 20A [P] TRAF PAINT (AEXCEL) GORILLA ACRYLIC WHITE (5 GAL)	10	GAL	\$36.15	\$361.50	
20604-000 20A [P] TRAF PAINT (AEXCEL) GORILLA ACRYLIC BLUE (5 GAL)	5	GAL	\$37.77	\$188.85	
20900-100 20A [P] TOULENE FILL W/ CAN (5 GAL PAIL)	20	GAL	\$17.80	\$356.00	
20700-000 20E [P] GLASS BEADS TY I (COATED) (50 LBS)	500	LB	\$0.73	\$365.00	
20603-000 20A [P] TRAF PAINT (AEXCEL) GORILLA RED (5 GAL)	10	GAL	\$36.38	\$363.80	
51 LL5-417 50N [E] SPRAY TIP-417	2	EA	\$51.76	\$103.52	

Quotations are valid for 30 days from the date of quotation.

Signature: _____

Printed Name: _____

Net Order:	\$2,648.17
Discount %	0%
Less Discount:	\$0.00
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$2,648.17

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