

**RESOLUTION 26-R-066**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING CONTINUED LEGAL REPRESENTATION BY DENTON NAVARRO RODRIGUEZ BERNAL SANTEE AND ZECH (DNRBSZ) AND WAIVING CONFLICT OF INTEREST CONCERNS REGARDING THE SALE OF WATER RIGHTS AND RELATED MATTERS IN CONNECTION THEREWITH.**

**WHEREAS,** The City of Schertz, Texas (the City) is represented by the law firm of Denton Navarro Rodriguez Bernal Santee and Zech (DNRBSZ); and

**WHEREAS,** the City created the Cibolo Valle Local Government Corporation (CVLGC) with the City of Cibolo, Texas to provide future water for both Cities.

**WHEREAS,** the City has been considering selling the water rights leases it has in CVLGC; and

**WHEREAS,** the City of Cibolo is also represented by the firm of DNRBSZ; and

**WHEREAS,** in order for DNRBZ to continue to represent the City, each affected or potentially affected client must consent to such representation after full disclosure of the existence, nature, implications of the potential conflict.

**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 sign the attached letter of consent to allow DNRBZ to continue to represent the City in this matter involving the sale of water rightS generally per the attached 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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 \_\_\_\_\_, 2026.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Rodriguez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmondson, City Secretary

Exhibit "A"

Consent Letter Regarding Sale of Water Rights



San Antonio | Austin | Rio Grande Valley | Texas Gulf Coast  
2517 N. Main Avenue | San Antonio, Texas 78212-4685  
V 210-227-3243 | F 210-225-4481

April 30, 2026

Steve Williams, City Manager  
City of Schertz  
1400 Schertz Parkway, Bldg. 2  
Schertz, TX 78154

Via Email: [steve.williams@schertz.com](mailto:steve.williams@schertz.com)

**Re: Sale of Water Rights**

Mr. Williams:

Our law firm represents each of the City of Schertz (“Schertz”) and the City of Cibolo (“Cibolo”) as City Attorney. We have been asked to assist both Schertz and Cibolo with a matter involving the sale of water rights as each city is a member of the Cibolo Valley Local Government Corporation (the “CVLGC”).

Pursuant to Texas Disciplinary Rule of Professional Conduct 1.06 (c), a lawyer may undertake multiple representation if (1) the lawyer reasonably believes the representation of each client will not be materially affected; and (2) each affected or potentially affected client consents to such representation after full disclosure of the existence, nature, implications, and possible adverse consequences of the common representation and the advantages, involved, if any.

Currently, we reasonably believe that our representation of Schertz in this matter will not be materially affected by our representation of the City of Cibolo in this same matter. We believe that our duties and responsibilities can be effectively carried out under the Texas Disciplinary Rules of Professional Conduct applicable to attorneys in the State of Texas, to the City of Schertz. Moreover, neither Cibolo nor Schertz has informed us of any conflict of interest regarding this matter. If at any time you have issues or concerns about this joint representation, please inform us immediately. It is possible that a conflict can occur at some point in the future. If any conflict arises with regard to this matter among Cibolo and Schertz, it would probably necessitate the withdrawal of our firm as counsel in this matter and the appointment of separate counsel for both Cibolo and Schertz.

If you have additional information or become aware of conflict, please do not hesitate to contact me.

By this letter, we seek your written consent and authorization to continue to represent you and the City of Cibolo. Please sign below if you concur and a copy of this letter will be provided

City of Schertz  
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to you.

If you have any questions or concerns, please feel free to contact me at (210) 227-3243.

Very truly yours,

DENTON NAVARRO RODRIGUEZ BERNAL  
SANTEE & ZECH, A Professional Corporation



T. DANIEL SANTEE

TDS/ec

ACCEPTED:

\_\_\_\_\_  
Steve Williams, City Manager

\_\_\_\_\_  
Date