

RESOLUTION 26-R-070

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING APPLYING FOR A RCE GRANT AND INTERLOCAL AGREEMENTS WITH THE CITY OF UNIVERSAL CITY AND THE CITY OF CIBOLO

WHEREAS, the Cities of Schertz, Universal City, and Cibolo wish to evaluate railroad crossings along the FM 78 corridor in their respective jurisdictions to identify appropriate safety and access improvements to the crossings in a collective effort; and

WHEREAS, grant funding is available via the Crossing Safety/Railroad Crossing Elimination (RCE) grant program; and

WHEREAS, the Cities of Schertz, Universal City, and Cibolo all wish to pursue grant funding to study the railroad crossings along FM 78 in their respective jurisdictions; and

WHEREAS, there is a 20 percent minimum local match required for the grant funding, with extra points added for overmatching; and

WHEREAS, one City must take the lead and be the official applicant and project manager for the RCE grant; and

WHEREAS, earlier meetings between the three city's staff determined that it would be most appropriate for the City of Schertz to be the RCE grant applicant and project manager; and

WHEREAS, the Cities of Universal City and Cibolo are willing to enter into an Interlocal Agreement with the City of Schertz to provide funding for their portions of the local match required for the grant; and

WHEREAS, the City Council of the City of Schertz wishes authorize the City Manager to apply for the RCE grant to study the railroad crossings and execute Interlocal Agreements with the City of Universal City and the City of Cibolo related to the RCE grant;

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

Section 1. The City Council hereby authorizes the City Manager to apply for a RCE grant to study the railroad crossings along FM 78 in Schertz, Universal City, and Cibolo as identified in attached Exhibit A and authorizes the City Manager to execute Interlocal Agreements in substantially the same format as attached Exhibit B with the Cities of Universal City and Cibolo for their portion of the RCE grant local match.

Section 2. The City Council hereby commits to an overmatch of 25 percent of requested grant funds.

Section 3. 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 4. 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 5. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 6. 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 7. 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 8. 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

RAILROAD CROSSINGS TO BE STUDIED

Universal City:

Pat Booker Road and FM 78

City of Cibolo:

FM 1103 and FM 78

Country Lane and FM 78

City of Schertz:

FM 1518 and FM 78

1st Street and FM 78

Randolph Avenue and FM 78

Schertz Parkway and FM 78

EXHIBIT B
INTERLOCAL AGREEMENT

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHERTZ,
TEXAS AND THE CITY OF [Insert City Name] TEXAS, REGARDING RCE GRANT
LOCAL MATCH FOR RAILROAD CROSSINGS STUDY**

This Interlocal Agreement regarding the shared costs of the local match for the RCE Grant Planning Study for railroad crossings along the FM 78 corridor (the “Agreement”), is entered into between the **City of Schertz (“Schertz”)** a Texas municipal corporation acting by and through its City Council, and the **City of [insert name] (“[insert name]”)** a Texas municipal corporation acting by and through its respective City Council, pursuant to authority granted under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the “Effective Date”). Schertz and [insert name] are collectively referred to herein as the “Parties” and are each a “Party”.

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and,

WHEREAS, the City of Schertz and the City of [insert name] wish to collectively study railroad crossings along the FM 78 corridor via a RCE grant the (“Project”); and,

WHEREAS, [insert name] has requested Schertz act as the entity making the grant application and managing the Project; and

WHEREAS, the RCE grant has a minimum 20% local match requirement; and,

WHEREAS, [insert name] seeks to provide its proportionate share of the required local match for the Project; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I. Purpose and Scope

1.1 To ensure adequate traffic flow and to protect the health, safety, and welfare of the citizens of the Parties, the railroad crossings along FM 78 will be analyzed to determine appropriate improvements that could be made to the crossings to improve safety and access.

1.2 The process will include applying for RCE grant funding for the Project, with Schertz applying for the RCE grant and managing the Project to secure approval for cost share from [insert name] for the RCE grant’s local match requirement from [insert name] to Schertz.

1.3 Schertz shall be the applicant for the RCE grant and will act as the project manager for the Project.

II. Term of the Agreement

2.1 The term of this Agreement shall begin upon approval by the governing bodies of the Parties and full execution by the designated officials.

2.2 This Agreement shall terminate when the Project is completed, and the proportionate share of the local match for all documented Project costs reimbursed to Schertz by [insert name], or [insert months] months, whichever is sooner. This Agreement may be extended if additional time is necessary to complete the Project and as agreed upon by the Parties.

2.3 Any Party may terminate this Agreement upon thirty (30) days written notice to the other Parties. Notice must be received no less than 30 days before the release of the formal solicitation for the Project construction. If [insert name] terminates this Agreement all documented Project costs accrued on the date of communication to the other Parties shall be submitted to [insert name] and will be due from [insert name] to Schertz.

III. Responsibilities of Schertz

3.1 Act as the entity responsible for all aspects of project management, including contracting for the Project as well as vendor management and payment through Project completion.

3.2 Act as the recipient of RCE grant funding for costs associated with Project.

3.3 Hold regular Project meetings with [insert name] to inform of Project progress and solicit input from [insert name] on the work product.

3.4 Provide to [insert name] evidence of paid invoices for all documented Project costs.

3.5 Upon request, provide [insert name] additional Project updates via email.

3.6 Accept reimbursement from [insert name].

IV. Responsibilities of [insert name]

5.1 Provide approval of Project application cost and local match cost based on the estimated cost of the application and grant local match for the Project through written communication from [insert name] Administrator. The maximum local match for the Project is estimated to be \$[insert amount]. The maximum application cost will be [insert fraction] of the actual application cost.

5.2 If the approval per 5.1 is not given, provide Schertz notice of termination of the project and reimburse Schertz the local match for all documented Project costs incurred to that date.

5.3 The actual local match cost will be calculated as the local match percentage [insert %] of the actual Project study costs for the [insert location(s)] crossings. Each crossing study local match cost will be one-seventh (1/7) of the total Project cost.

5.4 Upon submission of a request for payment from Schertz for the proportionate share of the application cost, reimburse Schertz within 90 calendar days

5.5 Upon submission of a request for payment from Schertz, reimburse Schertz the local match of the Project costs within 90 calendar days.

V. Binding Effect; Benefiting Parties

6.1 This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by any Party without first obtaining the written consent of the other Parties.

6.2 This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

VI. Governmental Functions; Liability; No Waiver of Immunity or Defenses

7.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

7.1.1 The services provided for herein are governmental functions, and the Cities shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

7.1.2 The relationship of the Cities shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

7.1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

7.2 Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in the State Courts of [insert county] County, Texas. The Parties agree to submit to the jurisdiction of said court.

[Signatures and acknowledgements on the following pages]

**SIGNATURE PAGE TO
INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF
SCHERTZ AND [insert name], TEXAS REGARDING THE STUDY OF FM 78
RAILROAD CROSSINGS**

The Parties hereto have executed this Agreement as of the dates set forth below to be effective as of the Effective Date.

CITY OF SCHERTZ, TEXAS

By: _____
Steve Williams,
City Manager

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2026, by Steve Williams, the City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

[Seal]

Notary Public in and for the State of Texas

**SIGNATURE PAGE TO
INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF
SCHERTZ AND [insert name], TEXAS REGARDING THE STUDY OF FM 78
RAILROAD CROSSINGS**

CITY OF [INSERT NAME]

By: _____
[insert name],
City Administrator

THE STATE OF TEXAS §
 §
COUNTY OF [INSERT COUNTY] §

This instrument was acknowledged before me on the ____ day of _____, 2026, by [insert name], City Administrator of [insert name], a political subdivision of the State of Texas, on behalf of said entity.

[Seal]

Notary Public in and for the State of Texas