

RESOLUTION 26-R-095

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF SELMA FOR WIEDERSTEIN ROAD IMPROVEMENTS

WHEREAS, the City of Schertz desires to improve Wiederstein Road between the Selma City Limits and Dietz Creek (the “Schertz Section”); and

WHEREAS, the City of Selma has created a Wiederstein Road improvements project and was willing to include the Schertz Section in their project; and

WHEREAS, the City of Schertz will need to reimburse the City of Selma for the improvements cost for the Schertz Section; and

WHEREAS, the City of Selma has bid the Wiederstein Road improvements in accordance with public entity procurement rules; and

WHEREAS, the City of Schertz agrees with the lowest responsible bid for the Schertz Section; and

WHEREAS, an Interlocal Agreement needs to be executed for proceeding with the improvements for the Schertz Section and providing for reimbursement of the Schertz Section improvements costs to the City of Selma; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an Interlocal Agreement with the City of Selma to improve the Schertz Section of Wiederstein Road.

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 execute the Interlocal Agreement with the City of Selma in substantially the same form as attached for the Wiederstein Road improvements to the Schertz Section.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

EXHIBIT A

**INTERLOCAL AGREEMENT WITH THE CITY OF SELMA FOR WIEDERSTEIN
ROAD IMPROVEMENTS**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHERTZ,
TEXAS AND THE CITY OF SELMA TEXAS, REGARDING WIEDERSTEIN ROAD
IMPROVEMENTS**

This Interlocal Agreement regarding the shared costs of Wiederstein Road improvements between FM 1518 and Dietz Creek (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 Selma (“Selma”)** 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 Selma 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 Selma wish to collectively make improvements to Wiederstein Road between FM 1518 and Dietz Creek; and,

WHEREAS, Selma has developed a project to improve Wiederstein Road in their jurisdiction; and

WHEREAS, Schertz wishes to have their portion of Wiederstein Road between Selma’s City Limits and Dietz Creek improved as part of Sema’s project; and,

WHEREAS, Schertz will provide reimbursement to Selma for constructing the improvements to the Schertz section of Wiederstein Road; 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 improve the existing roadway, by replacing portions of the existing pavement section with new materials. A new asphalt driving surface will be provided, which will improve driving conditions through the project area.

1.2 Selma will bid and manage the project and pay the contractor for the work completed.

1.3 Schertz will provide reimbursement for the improvement costs in the Schertz section of Wiederstein Road.

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 documented Project costs for the Schertz section of Wiederstein Road reimbursed to Selma by Schertz, 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 Schertz terminates this Agreement all documented Project costs accrued on the date of communication to the other Parties shall be submitted to Schertz and will be due from Schertz to Selma.

III. Responsibilities of Selma

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 Hold regular Project meetings with Schertz to inform of Project progress and notify Schertz at least 24 hours in advance of any inspections needed for the work in the Schertz section of the roadway.

3.3 Provide to Schertz evidence of paid invoices for all documented Project costs.

3.4 Upon request, provide Schertz additional Project updates via email.

3.5 Accept reimbursement from Schertz.

IV. Responsibilities of Schertz

5.1 Provide approval of Project cost through written communication from Steve Williams, City Manager, which in no event shall exceed \$35,000.00 and is estimated to be \$28,671.00.

5.2 If the approval per 5.1 is not given, provide Selma notice of termination of the project.

5.3 Perform inspections of the work done on the Schertz section of the roadway. Provide copies of the inspection reports to Selma, including any punch list items.

5.4 Upon submission of a request for payment from Selma, reimburse Selma 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.

7.3 No Party waives or relinquishes any immunity or defense on behalf of itself, its Councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

7.4 Any party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

VIII. Notices

8.1 All correspondence and communications concerning this Agreement shall be directed to:

SCHERTZ: City of Schertz
 1400 Schertz Parkway
 Schertz, Texas 78154
 Attention: City Manager

SELMA: City of Selma
 9375 Corporation Drive
 Selma, Texas 78154
 Attention: City Administrator

With a copy to: Denton Navarro Rodriguez Bernal Santee & Zech, P.C.
 2517 N. Main Avenue
 San Antonio, Texas 78212
 Attention: Daniel Santee

[insert Selma's City Attorney information]

Notices required hereunder shall be hand-delivered or sent by prepaid certified mail, return receipt requested.

IX. Severability

9.1 If any provision of this Agreement shall be deemed void or invalid, such provision shall be severed from the remainder of this Agreement, which shall remain in force and effect to the extent that it does not destroy the benefit of the bargain.

X. Entire Agreement

10.1 This Agreement is the entire agreement between the Parties as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement. Any funds necessary for the completion of this Agreement have been or will be allocated in a manner authorized by law and in compliance with municipal budgeting principles.

XI. Governing Law; Venue

11.1 All Parties agree that this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in [insert county] County, Texas. 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 SELMA, TEXAS REGARDING THE WIEDERSTEIN
ROAD IMPROVEMENTS**

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 SELMA, TEXAS REGARDING THE WIEDERSTEIN
ROAD IMPROVEMENTS**

CITY OF SELMA

By: _____
Johnny Casias,
City Administrator

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2026,
by Johnny Casias, City Administrator of Selma, a political subdivision of the State of Texas, on
behalf of said entity.

[Seal]

Notary Public in and for the State of Texas

