

RESOLUTION NO. 26-R-113

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A PURCHASE WITH PLAYCORE WISCONSIN, INC. DBA GAMETIME FOR THE COMMUNITY PLAYScape SHADE STRUCTURE PROJECT.

WHEREAS, the City of Schertz Community Playscape is the signature playground in the community adjacent to the Recreation & Aquatic Complex and the Schertz Public Library; and

WHEREAS, the 2025 Parks, Recreation, Open Space and Trails Master Plan noted increasing shade in the parks as a priority goal; and

WHEREAS, the project includes integrating shade structures into the existing playground structure and replenishing the engineered wood fiber safety surfacing; and

WHEREAS, GameTime, is a BuyBoard Cooperating Purchasing member and is qualified to install shade structures and safety surfacing; and

WHEREAS, the BuyBoard National Purchasing Cooperative is a national online purchasing cooperative formed between the National School Boards Association and several state school boards associations, developed to comply with state laws which require government entities to make purchases through a competitive procurement process; and

WHEREAS, Buyboard gives public entities the advantage of leveraging the cooperative's ability to obtain bulk discounts, combined with the ease of online, web-based shopping and ordering; and

WHEREAS, purchases made through an authorized cooperative purchasing program comply with the competitive purchasing requirements applicable under the Texas Local Government Code, including Texas Local Government Code § 271.102(c).

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

The City Council hereby authorizes the purchase with GameTime for the Community Playscape Shade Structure Project in an amount not to exceed \$250,000 as set forth in the attached Exhibit A.

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.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

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.

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.

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, City Secretary

EXHIBIT A

QUOTE

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Schertz Community Park - Shades & EWF

Customer:

City of Schertz
621 Westchester
Schertz, TX 78154
United States

Ship to Zip: 78154

Prepared for:

Lauren Shrum
Phone: 210-619-1853
lshrum@schertz.com

Prepared by:

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

Quantity	Part #	Description	Unit Price	Amount
1	91797	GameTime - 20' Sunblox Square Canopy	\$12,691.00	\$12,691.00
2	91796	GameTime - 15' Sunblox Square Canopy	\$9,770.00	\$19,540.00
2	91858	GameTime - 10' Sunblox Umbrella Canopy	\$7,691.00	\$15,382.00
1	91608	GameTime - 15' Sunblox Umbrella Canopy	\$8,869.00	\$8,869.00
1	RDU	GameTime - (15) Replacement Uprights	\$14,726.00	\$14,726.00
1	RDU	GameTime - (23) Upright Caps	\$1,401.85	\$1,401.85
1	CUSTOM	Superior Recreational Products - Custom 1-Sail Shade, (3) Inground Columns	\$16,701.00	\$16,701.00
1	CUSTOM	Superior Recreational Products - Custom 3-Sail Shade, (5) Inground Columns	\$29,701.00	\$29,701.00
2	DWG	Superior Recreational Products - Signed & Sealed Engineered Drawings	\$845.00	\$1,690.00
1	INSTALL	MISC - Installation Price includes: - Demo/Removal (8) roofs - Demo/Replace (15) uprights - Cap (23) uprights - Install above shades	\$66,965.00	\$66,965.00
442	EWF	GT-Impax - Engineered Wood Fiber Safety Surfacing (CY) Area: 10,740 Sq.Ft. Thickness (Top Off): 10"	\$22.26	\$9,838.92
1	INSTALL	MISC - Installation of Above Surfacing	\$16,575.00	\$16,575.00

Contract: Buy Board Contract #781-25

Sub Total	\$214,080.77
Discount	(\$14,483.82)
Freight	\$24,252.86
Grand Total	\$223,849.81

QUOTE

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Comments

Original order # 2187350

* Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs. Any required site prep will be the responsibility of others, unless specifically noted. **Customer must remove trees prior to installation.**

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** **Standard Lead time is 6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

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INSTALLATION CONDITIONS:

- **ACCESS:** The site must be clear, level, and provide unrestricted access for trucks and machinery. Any site that is inaccessible may incur additional charges.
- **STORAGE:** The customer is responsible for providing a secure area for off-loading and storing equipment during installation. Once equipment is delivered to the site, the owner assumes responsibility for any theft or vandalism unless alternative arrangements are made and documented in the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only, prior to the installation of drains, subbase, or surfacing. The customer is responsible for any unforeseen conditions such as buried utilities (public or private), tree stumps, rocks, or any other concealed materials or conditions that may result in additional labor or material costs.
- **UTILITIES:** The installer will contact 811 to locate all public utilities before layout and excavation of footer holes. The owner is responsible for identifying any private utilities. Cunningham Recreation and the installer are not liable for any damage to unmarked private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise stated. The price includes only the items specified in this quotation. Additional site work or specialized equipment needs may result in price adjustments.
- **SITE CONDITIONS:** The site must have a slope of less than 1.5%. Any excavation or grading required to achieve an acceptable slope is the responsibility of others unless otherwise noted. All demolition and site preparation must be completed before the installation crew is mobilized.
- **GENERAL INSTALLATION NOTES:** Installation will be performed according to the manufacturer's specifications by a GameTime-certified installer. A one-year warranty on all labor is provided from the date of completion. Product warranty and service claims may not include labor.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$223,849.81**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

QUOTE

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BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____



COMMUNITY PARK

Shade Options

Existing equipment is shown for illustrative purposes only. Some equipment may not be accurately represented due to the age of the existing playground and limited manufacturer files.

