

RESOLUTION NO. 14-2000 WAS RESCINDED BY RESOLUTION NO. 27-2000.

RESOLUTION NO. 14-2000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF BALCH SPRINGS AND DALLAS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 6 FOR THE PROVISION OF WATER FOR FIRE PROTECTION ONLY TO GOWIN INDUSTRIES, INC., LOCATED AT 1730 BRUTON ROAD IN BALCH SPRINGS, TEXAS, BY CONSTRUCTING A WATER LINE CONNECTION TO THE CITY OF MESQUITE'S EXISTING TWELVE-INCH WATER LINE ON THE NORTH SIDE OF BRUTON ROAD AT DOBBINS AVENUE.

WHEREAS, the City of Balch Springs has requested and the City of Mesquite has agreed to provide water for fire protection only to Gowin Industries, Inc., located at 1730 Bruton Road, Balch Springs, Texas; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Texas Government Code, as amended, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

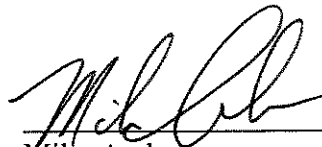
WHEREAS, an agreement between the City of Balch Springs, Dallas County Water Control and Improvement District No. 6 and the City of Mesquite for the provision of water for fire protection only will be in the best interests of the City of Balch Springs and the City of Mesquite.

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

SECTION 1. That the Mayor is authorized to execute the Interlocal Agreement attached hereto as Exhibit "A" between the City of Mesquite, the City of Balch Springs and Dallas County Water Control and Improvement District No. 6 for the provision of water for fire protection only.

SECTION 2. That this resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 6th day of March, 2000.



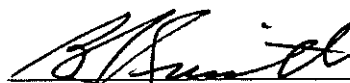
Mike Anderson
Mayor

ATTEST:

APPROVED:



Ellen Williams
City Secretary



B.J. Smith
Attorney

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STATE OF TEXAS)

COUNTY OF DALLAS)

INTERLOCAL AGREEMENT

BETWEEN CITY OF MESQUITE, CITY OF BALCH SPRINGS,
AND
DALLAS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 6
FOR
WATER LINE CONNECTION AT BRUTON ROAD

This agreement, made and entered into by and between the City of Mesquite, a home rule municipal corporation, located in Dallas County, Texas, hereinafter referred to as "Mesquite", the City of Balch Springs, a home rule municipal corporation, located in Dallas County, Texas, hereinafter referred to as "Balch Springs", and Dallas County Water Control and Improvement District No. 6, a municipal utility district, located in Dallas County, Texas, hereinafter referred to as the "District" evidences the following:

WHEREAS, Mesquite, Balch Springs, and the District desire to enter into an agreement at the request of Balch Springs and the District to allow the District to connect to a Mesquite water line along the north side of Bruton Road for fire protection purposes only; and

WHEREAS, Mesquite, Balch Springs, and the District desire to contract for the performance of the governmental function for ~~fire protection and~~ waterworks construction; and

WHEREAS, the Interlocal Cooperation Act, ^{Chapter 791, V.T.C.A. Government Code} ~~Article 4413 (32e), Vernon's Annotated Civil Statutes~~, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, Balch Springs has current revenues available and located for this contract; and

NOW, THEREFORE, the parties in consideration of the terms and conditions contained herein, agree as follows:

The responsibility of each governmental entity is outlined below.

BALCH SPRINGS AND THE DISTRICT

1. Balch Springs shall prepare and submit engineering plans prepared by a Registered Professional Engineer licensed in the State of Texas for a water line connection to the Mesquite existing twelve-inch (12") water line in the north side

of Bruton Road at Dobbins Avenue, hereinafter called "the Project". The plans shall include the installation of an eight-inch (8") meter on the proposed water line that can be read monthly by Mesquite.

2. The engineering plans provided by Balch Springs will comply with the City of Mesquite General Design Standards and Specifications for the portion in the Mesquite City limits and with the District's General Design Standards and Specifications for the portion within the District's boundaries.
3. The constructed Project will be at Balch Springs' sole expense.
4. The District will be responsible to maintain this entire water line and its appurtenances and make repairs in compliance with the city of Mesquite General Design Standards for the portion in Mesquite. In case of an emergency where Mesquite is required to repair the system and/or the roadway in Mesquite, the District will reimburse Mesquite the cost to make such repairs within thirty (30) days of receiving the invoice for such work.
5. Balch Springs and the District shall use water from such Mesquite line for fire protection purposes only; provided, however, that Balch Springs and the District shall utilize good faith and reasonable judgment in determining when such need exists.

MESQUITE

1. Mesquite shall review and approve engineering plans for the Project.
2. Mesquite shall identify and designate a point for the connection of the District's line to the Mesquite line.
3. Mesquite shall not be held responsible for the inability to maintain pressure when caused by exceptional situations due to causes which are outside the control of Mesquite and could not have been avoided by exercise of due care.

II.

The term of this Agreement shall be perpetual. Either party hereto shall have the right to terminate without cause upon twelve months written notice to the other party.

III.

It is agreed that Balch Springs will not begin construction pursuant to this Agreement until the Agreement has been fully executed by the parties.

IV.

In addition to providing all funding for the Project, Balch Springs agrees to pay for all water used in an amount equal to the Industrial user rate for Mesquite in effect at the time of usage.

Balch Springs and the District agrees to defend, indemnify and hold Mesquite, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by any negligent act or omission of Balch Springs and/or the District, their officers, agents and employees or contractors, as a result of this agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of Mesquite, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of Balch Springs, the District and/or Mesquite, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the law of the State of Texas, without, waiving any governmental immunity available to Balch Springs, the District or Mesquite under Texas law and without solely for the benefit of the parties hereto and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

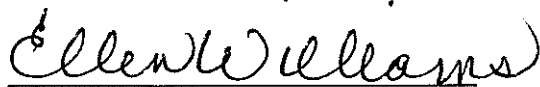
Balch Springs has executed this agreement pursuant to duly authorized City Council ~~Resolution~~ ~~XXX~~ MOTION, dated FEBRUARY 28, 2000. The District has executed this agreement pursuant to duly authorized Resolution No. 00-02-02, dated February 24th, 2000. Mesquite has executed this agreement pursuant to duly authorized City Council Resolution No. 14-2000, dated March 6, 2000.

CITY OF MESQUITE

By: 

Mike Anderson
Mayor

ATTEST:



Ellen Williams
City Secretary

CITY OF BALCH SPRINGS

By: 

Mayor

ATTEST:



Approved as to Form:

DALLAS COUNTY WATER
CONTROL AND IMPROVEMENT
DISTRICT NO. 6

William Miller Graham, Assistant City Attorney
B. J. Smith or designee
City Attorney

By: Bruce Miller
Bruce Miller, Director

By: Karen Gray
Karen Gray, Director

By: David P. Bradshaw
David Bradshaw, Director

By: Silas Irwin
Silas Irwin, Director

ATTEST:

David P. Bradshaw
David Bradshaw, Secretary