

RESOLUTION NO. 27-2000

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 INSTALLING A FIRE HYDRANT TO THE CITY OF MESQUITE'S EXISTING 12-INCH WATER LINE ON THE NORTH SIDE OF BRUTON ROAD AT DOBBINS AVENUE.

WHEREAS, the City of Balch Springs previously requested and the City of Mesquite agreed to provide water by means of a water line connection for fire protection only to Gowin Industries, Inc., located at 1730 Bruton Road, Balch Springs, Texas, pursuant to Resolution No. 14-2000; and

WHEREAS, the City of Balch Springs has requested and the City of Mesquite has agreed to provide water for such fire protection by means of a fire hydrant rather than by a water line connection to the City of Mesquite's existing 12-inch water line on the north side of Bruton Road at Dobbins Avenue; and

WHEREAS, Resolution No. 14-2000 is hereby rescinded upon approval hereof; and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 5th day of July, 2000.


Mike Anderson
Mayor

ATTEST:


Ellen Williams
City Secretary

APPROVED:


B.J. Smith
Attorney

STATE OF TEXAS)
)
COUNTY OF DALLAS)

INTERLOCAL AGREEMENT
BETWEEN CITY OF MESQUITE AND CITY OF BALCH SPRINGS,
AND
DALLAS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 6
FOR
FIRE HYDRANT INSTALLATION 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", and 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 City of Balch Springs to install a fire hydrant 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 waterworks construction; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Government Code; 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:

I.

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 the installation of a fire hydrant to the Mesquite

existing twelve-inch (12") water line in the north side of Bruton Road at Dobbins Avenue, hereafter called "the Project".

2. The engineering plans provided by Balch Springs will comply with the City of Mesquite General Design Standards and Specifications.
3. The constructed Project will be under the direction and responsibility of, and at the sole expense of, Balch Springs.
4. 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 fire hydrant to the Mesquite line.
3. Mesquite will be responsible to maintain this fire hydrant and its appurtenances.
4. 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.


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, 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 are 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 No. _____, dated _____, 2000. The District has executed this agreement pursuant to duly authorized Resolution No. _____ dated _____, 2000. Mesquite has executed this agreement pursuant to duly authorized City Council Resolution No. 27-2000, dated July 5, 2000.

CITY OF MESQUITE

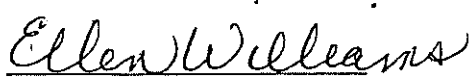
CITY OF BALCH SPRINGS

By: 
Mike Anderson
Mayor

By: _____
J. C. Watkins
Mayor

ATTEST:

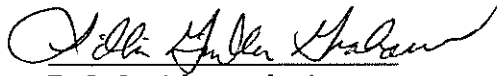
ATTEST:


Ellen Williams
City Secretary

Tresa Davis
City Secretary

Approved as to Form:

DALLAS COUNTY WATER
CONTROL AND IMPROVEMENT
DISTRICT NO. 6


B.J. Smith, or designee
City Attorney

By: _____
Bruce Miller, Director

By: _____
Karen Gray, Director

By: _____
David Bradshaw, Director

By: _____
Silas, Irwin, Director

ATTEST:

David Bradshaw, Secretary