

RESOLUTION NO. 37-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE STATE OF TEXAS, BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION (“TxDOT”), FOR THE PURPOSE OF PAYMENT FOR THE PLACEMENT OF SIGNAGE ALONG INTERSTATE HIGHWAY 635 IN MESQUITE DESIGNATED AS “OFFICER RICHARD HOUSTON II MEMORIAL HIGHWAY.”

**WHEREAS**, Mesquite Police Officer Richard Houston II was tragically killed in the line of duty on December 3, 2021, while responding to a disturbance call within the City of Mesquite, Texas; and

**WHEREAS**, according to Texas Transportation Code, [Section 201.910](#), the Texas Transportation Commission by rule shall authorize memorial markers honoring peace officers killed in the line of duty; and

**WHEREAS**, the City Council of the City of Mesquite (“**City Council**”) adopted [Resolution No. 05-2023](#) supporting the designation of a portion of Interstate Highway 635 (“**IH-635**”) as Officer Richard Houston II Memorial Highway; and

**WHEREAS**, the Legislature of the State of Texas in its 88<sup>th</sup> Regular Session enacted House Bill No. 975 (“[H.B. 975](#)”) effective September 1, 2023, and said bill is codified in the Texas Transportation Code, Title 6, Subtitle B, [Chapter 225](#), Subchapter B, Section 225.217; and

**WHEREAS**, Section 225.217 directs the Texas Department of Transportation (“TxDOT”) to design and construct markers indicating the designation as the Officer Richard Houston II Memorial Highway and any other appropriate information; and to erect a marker at each end of the highway and at appropriate intermediate sites along the highway; and

**WHEREAS**, the City Council wishes to authorize the City Manager to enter into an interlocal agreement with the State of Texas, by and through TxDOT, for the purpose of payment for the placement of the signage along Interstate Highway 635; and

**WHEREAS**, Officer Houston’s badge number is 821 and on this day 08-21-2023 (“**821 Day**”) the City Council recognizes Richard Houston’s brave service to the Mesquite Police Department and acknowledges his family’s sacrifice and loss.

City Manager's Office | Authorizing an Interlocal Agreement with TxDOT  
for signage for Officer Richard Houston II Memorial Highway  
August 21, 2023  
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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:**

**SECTION 1. Recitals Incorporated.**

The City Council hereby finds and determines the recitals made in the preamble of this resolution are true and correct, and hereby incorporates such recitals here in the body of this resolution as if copied in their entirety.

**SECTION 2. Authorization.**

Authorizing the City Manager to enter into an interlocal agreement (See **EXHIBIT A**) with the Texas Department of Transportation (“**TxDOT**”) for the purpose of payment for the placement of signage along Interstate Highway 635 in Mesquite designated as “Officer Richard Houston II Memorial Highway.”

**SECTION 3. Effective Date.**

This resolution shall become effective immediately from and after its passage.

**DULY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, ON THIS 21st DAY OF AUGUST 2023.**

DocuSigned by:  
*Daniel Aleman Jr.*  
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Daniel Alemán, Jr.  
Mayor

ATTEST:

DocuSigned by:  
*Sonja Land*  
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Sonja Land  
City Secretary

APPROVED AS TO LEGAL FORM:

DocuSigned by:  
*David Paschall*  
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David L. Paschall  
City Attorney

## **EXHIBIT A**

**To Resolution No. 37-2023**

Officer Richard Houston II Memorial Highway Sign Agreement  
with the State of Texas  
Acting By and Through the Texas Department of Transportation (TxDOT)

STATE OF TEXAS §

COUNTY OF TRAVIS §

**NAMED MARKER OR MEMORIAL MARKER HIGHWAY SIGN AGREEMENT**

**THIS AGREEMENT (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the City of Mesquite, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, Texas Transportation Code, §225.004 establishes that a local government may purchase and furnish to the department a suitable locally identifying memorial marker; and if the director approves the size and type of a marker, the department, on request, may erect the marker at a place most suitable to the department's maintenance operations. The department shall maintain the grounds for a marker. The local government shall repair or replace a marker; and

**WHEREAS**, the Local Government desires assistance from the State with providing highway marker signs or plaques in accordance with the Texas Manual on Uniform Traffic Control Devices and the State's procedures for Officer Richard Houston II Memorial Highway Sign on Interstate Highway 635 in the municipal limits of Mesquite to be hereinafter identified as the "Project;" and

**WHEREAS**, the Local Government proposes to pay the State a fixed amount for furnishing and/or installing these signs; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**AGREEMENT****Article 1. Contract Period**

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Project or unless terminated or modified as hereinafter provided.

**Article 2. Scope of Work**

1. The State will fabricate and/or install the sign(s), as is identified on "Attachment A".
2. The State will fabricate 2 signs, furnish sign supports and make the sign installations, as is identified on "Attachment A".
3. The Local Government will pay the State a sum of \$40,564.13 for the cost incurred by the State for the project prior to fabrication and/or installation of the signs. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund.", or the Local Government may use the State's Automated Clearing House system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The check or warrant shall be deposited by the State in an

escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project.

4. In the event it becomes necessary to replace one or more of these signs or their supports due to age, vandalism or damage, it will be the responsibility of the Local Government to pay the costs for such replacement. The cost amount shall be as determined at the time of replacement and shall be agreed upon by both parties prior to the State making replacement.
5. The Local Government shall make its intentions known to the State within thirty (30) days of notification by the State that the signs need repair or replacement. If the necessary funds, in full, are not received within 90 days of the notification that the signs need repair or replacement, the State will remove the signs and dispose of the signs and supports as it deems necessary, and this agreement shall be considered terminated as stated in Article 3.

### **Article 3. Termination**

This agreement may be terminated by any of the following conditions:

1. By mutual written agreement and consent of all parties.
2. By the State upon determination that construction of the Project is not feasible or is not in the best interest of the State and the traveling public.
3. By any party, upon the failure of the other parties to fulfill the obligation as set forth herein. Termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and Local Government under this agreement. If the potential termination of this agreement is due to the failure of the Local Government to fulfill their contractual obligations as set forth herein; the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach as outlined by the State within the period stated in Article 2, paragraph 5.

### **Article 4. Relationship of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

### **Article 5. Amendments**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by the Local Government and the State.

### **Article 6. Legal Construction**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

### **Article 7. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

**Article 8. Notices**

All notices required under this agreement by one party to the other parties shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

<b>County or City:</b>	<b>State:</b>
City of Mesquite PO Box 850137 Mesquite, TX 75185	Texas Department of Transportation 4777 East Highway 80 Mesquite, TX 75150

Notice shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. The parties hereto may change the above address by sending written notice of such change to the other parties in the manner provided herein.

**Article 9. Signatory Warranty**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

Each party is signing this agreement on the date stated beside that party's signature.

**THE CITY OF MESQUITE, TEXAS**

By: DocuSigned by: Cliff Keheley - City Manager - City of Mesquite Date: 8/10/2023  
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Typed or Printed Name and Title Cliff Keheley - City Manager - City of Mesquite  
City Manager

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

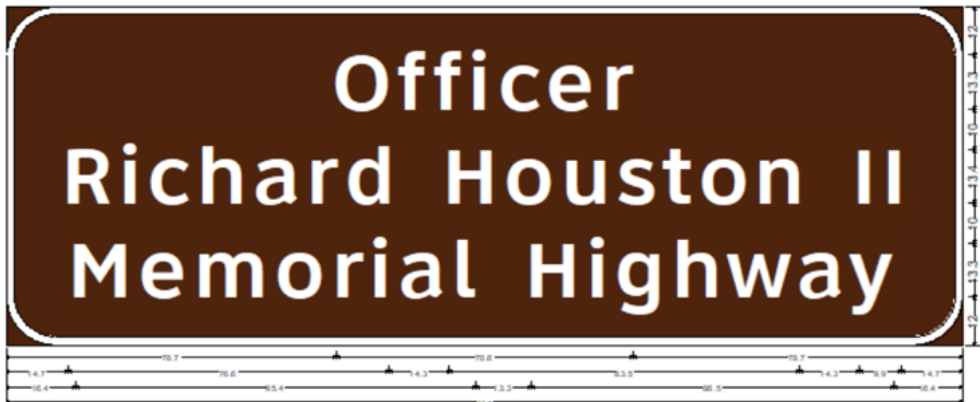
By: DocuSigned by: Casson Clemens  
A879E0D10CD6464...  
Dallas District Engineer

Date: 8/15/2023

### ATTACHMENT A

#### Description and Location of Named or Memorial Marker Signs

HB 975 - Officer Richard Houston II Memorial Hwy		Width	Depth	# Post	Post Size	UNIT	PRICE	QUAN	TOTAL
647 6001	INSTALL LRSS (STRUCT STEEL)			3	w6x9	LB	9.50	477.6	4537.2
636 6002	ALUMINUM SIGNS (TY G)	19	7			SF	44.25	133	5885.25
416 6016	DRILL SHAFT (SIGN MTS)(12 IN)					LF	152.11	0	0
416 6018	DRILL SHAFT (SIGN MTS)(24 IN)					LF	322.00	18	5796
Per sign estimate									\$16,218.45
Number of signs									2
									\$32,436.90
Incidentals/Mobilization/Traffic Control									1.25
<b>ESTIMATED TOTAL FOR 2 FWY SIGNS</b>									<b>\$40,546.13</b>



12.0" Radius, 3.0" Border, White on Brown.  
 \*Officer, Clearview/leg-5-W-R; \*Richard Houston II, Clearview/leg-5-W-R; \*Memorial Highway, Clearview/leg-5-W-R;