

RESOLUTION NO. 45-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH NORTH TEXAS MUNICIPAL WATER DISTRICT PERTAINING TO THE DISTRICT'S USE OF THE BRIDGE CROSSING THE EAST FORK OF THE TRINITY RIVER AND RELATED ACCESS ROAD WITHIN THE CITY OF MESQUITE.

WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, 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, the North Texas Municipal Water District ("NTMWD") is requesting an Interlocal Agreement ("ILA") with the City of Mesquite ("City") for the City's consent to NTMWD's use of the City constructed bridge crossing the East Fork of the Trinity River and related access road; and

WHEREAS, in the ILA, the City consents to NTMWD's access to the bridge and access road to transport equipment, materials, and personnel necessary for the construction and maintenance of pipelines and facilities across property currently owned by Barrel Ranch, LLC, all as depicted in Exhibit "A" to Exhibit 1 hereto, incorporated herein by reference; and

WHEREAS, under the ILA, NTMWD is responsible for all damages to the bridge and road caused by its use, including those by contractors and subcontractors; and

WHEREAS, NTMWD is responsible for obtaining any required easements from Barrel Ranch, LLC, for access; and

WHEREAS, Staff recommends approval of the ILA between the City and NTMWD.

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

SECTION 1. That the City Manager is hereby authorized to finalize and execute the Interlocal Agreement between the City of Mesquite ("City") and the North Texas Municipal Water District ("NTMWD"), attached hereto as **EXHIBIT 1** and made a part hereof, thereby consenting to NTMWD's use the bridge crossing the East Fork of the Trinity River and related access road within the City.

Public Works / ILA w-NTMWD

October 20, 2025

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DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 20th day of October 2025.

Signed by:

Daniel Alemán, 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:

Signed by:

David L. Paschall

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David L. Paschall

City Attorney

EXHIBIT 1

INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF MESQUITE

AND

NORTH TEXAS MUNICIPAL WATER DISTRICT

INTERLOCAL COOPERATION AGREEMENT BETWEEN
NORTH TEXAS MUNICIPAL WATER DISTRICT
AND THE CITY OF MESQUITE, TEXAS
FOR USE ON MESQUITE
BRIDGE CROSSING THE EAST FORK OF THE TRINITY RIVER

THIS Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a Texas conservation and reclamation district (hereinafter referred to as “NTMWD” or “District”) and the **CITY OF MESQUITE, TEXAS**, a home-rule municipal corporation operating under the laws of the State of Texas (hereinafter referred to as “Mesquite”). Individually, NTMWD and Mesquite may be referred to as a “Party,” and collectively, NTMWD and Mesquite may be referred to as “Parties.”

WHEREAS, the Interlocal Cooperation Act (the “Act”), codified as Chapter 791 of the Texas Government Code, authorizes 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, the governing bodies of each Party find that this project or undertaking is necessary for the benefit of the public and that each Party has the legal authority to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, the Parties, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments therefore only from current revenues legally available to such Party; and

WHEREAS, NTMWD and the Mesquite own and operate their separate pipelines within their respective easements across property owned by Barrel Ranch, LLC; and

WHEREAS, as a part of operating its utilities across the Barrel Ranch Property, Mesquite reached an agreement with Barrel Ranch, LLC to construct, operate, and maintain a bridge (the “Bridge”) across the East Fork of the Trinity River (Trinity River) and a 15’ access road to provide access to Mesquite pipelines on Barrel Ranch, said Bridge and road are being described and depicted in Exhibit “A” attached hereto; and

WHEREAS, NTMWD will be constructing a pipeline across the Barrel Ranch property, which will require the ability to cross the Trinity River; and

WHEREAS, NTMWD has requested, and Mesquite is willing to allow NTMWD to use the Bridge and access road for the purpose of inspecting, constructing, installing, maintaining, improving, and replacing the District’s existing and future pipelines located on the Barrel Ranch property.

NOW THEREFORE, in consideration of the above recitals, the mutual promises that follow, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

I THE AGREEMENT

1. Subject to NTMWD's obligations provided herein, including but not limited to paragraph 4 below, the City of Mesquite hereby consents to NTMWD's use of the Bridge and access road as is necessary or convenient to transport equipment, material, and personnel for the construction, inspection, maintenance, repair, or replacement of NTMWD pipelines and facilities (the "**Project**") across the property currently owned by Barrel Ranch, LLC, also being depicted on Exhibit "A" attached hereto.
2. NTMWD shall limit the weight of the trucks, equipment, and material to be transported across the Bridge not to exceed the load rating limits of AASHTO HC-93 Specifications.
3. NTMWD shall be responsible for repairing all damages to the Bridge and road caused by NTMWD, its contractors, and subcontractors using the Bridge and road.
4. NTMWD shall be responsible for obtaining any easements from Barrel Ranch, LLC, required to access the Bridge and road across the Barrel Ranch property. By executing this Agreement, Mesquite is consenting to NTMWD's use of the Bridge and road and is not attempting to convey or grant any rights owned or held by Barrel Ranch, LLC in its property.
5. This Agreement shall be effective from the Effective Date and shall be perpetual.
6. This Agreement shall not be terminated, rescinded, or amended except by an instrument in writing signed by authorized representatives of the Parties. The terms of this Agreement shall be binding upon and inure to the benefit of all Parties and their permitted successors and assigns. Notwithstanding the foregoing, this Agreement terminates on the earlier of December 31, 2026 or upon completion of the Project.
7. Any notice or communication required or permitted hereunder shall be in writing. It shall be deemed to be delivered when actually received or, regardless of whether actually received or not, (i) when deposited with Federal Express, DHL, UPS, or other nationally recognized overnight courier service, (ii) when received if delivered by hand, or (iii) when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the addressee as follows or to such other address as shall hereafter be designated by written notice by the addressee actually received by the other Party at least twenty (20) days before the effective date of the change:

MESQUITE

Cliff Keheley
City Manager
City of Mesquite
1515 N. Galloway Avenue
Mesquite, TX 75149
972-216-6404 (Telephone)
ckeheley@cityofmesquite.com

NTMWD

Jenna Covington
Executive Director
North Texas Municipal Water District
P.O. Box 2408
Wylie, TX 75098
972-442-5405 (Telephone)
jcovington@ntmwd.com

The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its addresses any other address by at least fifteen (15) days' written notice to the Party hereto.

8. Except as otherwise provided in paragraph 3 above, each Party agrees to waive all claims against, to release, and to hold harmless the other Party and its officials, officers, agents, and employees, in both their public and private capacities, for all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action that may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with each respective parties' negligence or actions arising from the use of the Bridge.
9. In the execution of this Agreement, neither Party waives nor intends to waive any immunity or defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.
10. This Agreement represents the entire Agreement between NTMWD and Mesquite concerning the subject matter hereof, superseding all prior negotiations, representations, and/or agreements, whether written or oral. This Agreement may be amended only by a written instrument signed by both Parties.
11. This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and this Agreement is performable in Dallas County, Texas. Any dispute arising under this Agreement shall be exclusively resolved in the state courts and federal courts of Dallas County, Texas.
12. The provisions of this Agreement are severable, and if any court shall ever hold any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application of it to any person or circumstance of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of

this Agreement to other persons or circumstances will not be affected by that. This Agreement will be construed as if it had never contained such invalid or unconstitutional portion therein.

13. This Agreement shall not be assigned in whole or in part without the prior written consent of both Parties.
14. This is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that this Agreement shall not be construed more favorably for either Party based on the presumption that either Party drafted it.
15. The undersigned officers and/or agents of the Parties hereto are the duly authorized officials and have the necessary authority to execute this Agreement on behalf of the Party they represent.

*The Balance of this page is left blank intentionally.
Signatures on following page.*

EXECUTED in duplicate originals this _____ day of _____, 2025.

CITY OF MESQUITE, TEXAS

By: _____
Cliff Keheley, City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

Senior Assistant City Attorney

NORTH TEXAS MUNICIPAL WATER DISTRICT

By: _____
Jennafer Covington, Executive Director

Approved as to form:

Lewis L. Isaacks