

RESOLUTION NO. 34-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE A PROJECT SPECIFIC AGREEMENT AMENDING THE MASTER INTERLOCAL AGREEMENT WITH DALLAS COUNTY PERTAINING TO ROAD AND BRIDGE TRANSPORTATION-RELATED MAINTENANCE, REPAIRS, AND IMPROVEMENTS TO BE PERFORMED ON OATES DRIVE (FROM MOTLEY DRIVE TO GUS THOMASSON ROAD) WITHIN THE CITY OF MESQUITE.

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services; and

WHEREAS, on April 18, 2023, Dallas County (“**County**”) and the City of Mesquite (“**City**”) entered into a Master Interlocal Agreement for the purpose of the City coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type B” roadway and bridges, which are situated wholly within the territorial limits of the City; and

WHEREAS, the City now desires the County to provide partial funding for such a duly qualified and approved project for 2026 pertaining to transportation-related maintenance, repairs, and improvements to be performed on Oates Drive (from Motley Drive to Gus Thomasson Road) (“**Project**”); and

WHEREAS, the City will be responsible to pay \$600,130.00 of the total estimated Project cost of \$1,200,130.00; and

WHEREAS, the County portion will be \$600,000.00 and not exceeding 50 percent of the actual qualified Project cost.

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

SECTION 1. That the City Council authorizes the City Manager to finalize and execute the Project Specific Agreement (“**PSA**”) to the Master Interlocal Agreement, attached hereto as Exhibit 1 and incorporated herein by reference, for the purpose of transportation-related maintenance, repairs, and improvements to be performed on Oates Drive (from Motley Drive to Gus Thomasson Road) in the City with a City project funding commitment in the amount of \$600,130.00.

Public Works / PSA w-County / Partial Funding – Type B Roadway Projects / Oates Drive

September 21, 2026

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DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 21st day of September 2026.

Signed by:

Daniel Aleman

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Daniel Alemán, Jr.
Mayor

ATTEST:

DocuSigned by:

Sonja Land

C2518095973F46A...

Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:

Signed by:

David L. Paschall

666E18891208434...

David L. Paschall
City Attorney

PROJECT SPECIFIC AGREEMENT
Re: Oates Drive, a “Type B” Public Roadway
MADE PURSUANT TO ROAD AND BRIDGE MASTER INTERLOCAL
AGREEMENT BETWEEN DALLAS COUNTY AND THE CITY OF
MESQUITE

This Project Specific Agreement (“PSA”), supplemental to the Master Interlocal Agreement (“Master Agreement”), is made by and between Dallas County, Texas, (“County”), and the City of Mesquite, (“City”), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance and improvements to be undertaken on a “Type B” public roadway located on Oates Drive from Motley Drive to Gus Thomasson Road (“Project”).

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, on April 18, 2023, County and City entered into a Master Interlocal Agreement, for the purpose of the City coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type B” roadways and bridges, which are situated wholly within the territorial limits of the City; and

WHEREAS, City now desires County to provide partial funding for such a duly qualified Project consisting of milling and disposing of existing asphalt overlay (2”), removing and replacing 8” thick concrete pavement, installation of 6” thick concrete monolithic curb and removing and replacing 24” curb and gutter on a “Type B” public roadway located on Oates Drive from Motley Drive to Gus Thomasson Road. These services are to be performed wholly within the territorial limits of the City of Mesquite, in Dallas County, Texas, as more fully described in Attachment “A.”

NOW THEREFORE THIS PSA is made by and entered into by County and City, for the mutual consideration stated herein.

Witnesseth

Article I
Project Specific Agreement

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This PSA sets forth the rights and responsibilities of each of the parties as set forth in the Master Agreement, and all amendments and supplements thereto, which are incorporated herein by reference. This PSA will be an addition to the Master Agreement and incorporates each term and condition thereof as if set forth herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II **Incorporated Documents**

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2023-0485, dated April 18, 2023, and additions thereto, are incorporated herein by reference;
2. Contract Overview which is attached hereto and incorporated herein by reference as Attachment “A;” and
3. Maps/diagrams of the proposed work sites which are attached hereto and incorporated herein by reference as Attachment “B.”

Article III **Term of Agreement**

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV **Project Description**

This PSA is entered into by the parties for minor transportation-related maintenance and improvements on a duly qualified “Type B” public roadway within the City. The Project shall consist of consisting of milling and disposing of existing asphalt overlay (2”), removing and replacing 8” thick concrete pavement, installation of 6” thick concrete monolithic curb and removing and replacing 24” curb and gutter on Oates Drive with project limits from Motley Drive to Gus Thomasson Road located wholly within the territorial limits of the City within Dallas County Commissioner District 1, as more fully described in Attachments “A” and “B.”

Article V **Fiscal Funding**

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of county funding for each item and obligation contained herein. City shall have no right of action against the County as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI **Agreements**

I. City Responsibilities

1. City, at its own expense, shall be responsible for the following: (a) acquiring any right-of-way necessary to complete the Project under consideration; (b) locating all manholes, water valves, and other utilities within the Project; (c) making or causing to be made all utility relocations or adjustments necessary for the Project; (d) remediation of any hazardous or regulated materials, or other environmental hazard on or near the Project site; (e) provide water meter and water for all city projects; and (f) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner.
2. City shall be responsible for striping the lanes once the Project is completed.
3. City shall be responsible for maintaining the Project site/sites once the Project is completed.
4. City shall review roadway locations crossing through flood plain areas within their flood plain management jurisdiction and coordinate any necessary permitting prior to County performing work in these areas.
5. City will provide cut permit as required.
6. City will be required to provide monthly progress reports containing updates on the Project. Each report should include the percentage of work completed, the specific area or section of work completed during the reporting period, and the anticipated completion date for the overall Project.
7. City shall be in compliance with the Manual on Uniform Traffic Control Devices standards in ensuring safety during operations.
8. City shall complete and sign a Project closeout acceptance letter acknowledging receipt of the final payment and confirming that the Project is officially closed.

II. County Responsibilities

1. County shall reimburse the City for proportionate Project cost, as more fully set forth in Section III below.
2. In order to certify compliance with the expenditure of the Project funding for this PSA, the County, its Auditor, or its designated representative(s), shall have the unrestricted right to audit any and all accounting or other records regarding any funds paid or claimed under this PSA, including, but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA ("Records"). City contracts and agrees that all Records shall be retained for a period of time not less than four (4) years from the date of the termination of this PSA. Such Records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request. The results of any audit may be furnished to the City for comment.
3. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas statute regarding limitation of actions.

III, Funding

1. City and County mutually agree that the initial and anticipated total Project cost is approximately One Million Two Hundred Thousand One Hundred Thirty Dollars and no cents (\$1,200,130.00), as set forth in Attachment "A." City and County further agree that the City shall be responsible to pay a total Six Hundred Thousand One Hundred Thirty Dollars and no cents (\$600,130.00). The parties hereto also agree that County shall only be responsible to City for a financial contribution, in the form of reimbursements, of an amount not to exceed Six Hundred Thousand Dollars and no cents (\$600,000.00), which amount shall not exceed Fifty Percent (50%) of the actual Project cost.
2. City shall only be liable and responsible for the amount set forth in this PSA, and any properly executed amendments and/or supplements hereto.

City and County further agree as follows:

1. Should the final actual cost of the Project exceed the initial and anticipated Project costs, City agrees either to reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein and/or supplements hereto.
2. City shall submit invoices to County, which invoices shall provide complete information and documentation to substantiate City's charges. County's acceptance of City's invoices are contingent upon City's compliance with County's invoicing procedures. County may withhold any disputed amounts until such time as the underlying dispute is resolved to County's satisfaction but shall pay all undisputed amounts timely. Reimbursement invoices shall clearly identify

expenditures within the scope of site and items of work as described in Attachments “A” and “B.”

3. Should unforeseen and unforeseeable circumstances arise which adversely and materially impact the cost and expenses necessary to complete the Project as contemplated, City and County shall renegotiate the terms hereof, taking into proper account then current conditions and estimated total cost to complete the Project.

Article VII **Miscellaneous**

- I. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign/governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- II. **No Third-Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual rights and responsibilities of the parties hereto.
- III. **Applicable Law.** This PSA is and shall be expressly subject to the County’s and City’s sovereign immunity and/or governmental immunity, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- IV. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Director of Public Works
Dallas County
500 Elm Street, Suite 5300
Dallas, Texas 75202

Commissioner Dr. Theresa Daniel
Road & Bridge District #1
500 Elm Street, Suite 7100
Dallas, Texas 75202

CITY:

Cliff Keheley
City Manager
1515 N. Galloway Ave
Mesquite, Texas 75149

Either party shall change its address for notice by giving the other party written notice thereof.

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid, and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City of Mesquite.
- XII. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- XIII. No Joint Enterprise/Venture. The parties agree that no party is an agent, servant, or employee of the other parties. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this PSA. No joint enterprise/venture exists between the parties.

(the remainder of this page intentionally left blank)

(signatures appear on the following page)

The City of Mesquite, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____ approved/passed on the ____ day of _____, 2026.

Dallas County, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2026.

Executed this the ____ day of _____, 2026.

Executed this the ____ day of _____, 2026.

CITY OF MESQUITE:

COUNTY OF DALLAS:

CLIFF KEHELEY
CITY MANAGER

CLAY LEWIS JENKINS
DALLAS COUNTY JUDGE

ATTEST:

CITY SECRETARY

RECOMMENDED BY:

RECOMMENDED BY:

CITY SECRETARY

DARRYL MARTIN
COUNTY ADMINISTRATOR

APPROVED AS TO FORM:

APPROVED AS TO FORM*:
JOHN CREUZOT
DISTRICT ATTORNEY

CITY ATTORNEY

CORTNEY PARKER
ASSISTANT DISTRICT ATTORNEY

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

Attachment "A"

6/22/2026

Roadway Maintenance for Oates Drive (Motley to Gus Thomasson)

Munis Code:

CONTRACT OVERVIEW

Contract: Roadway Maintenance for Oates Drive (Motley to Gus Thomasson)

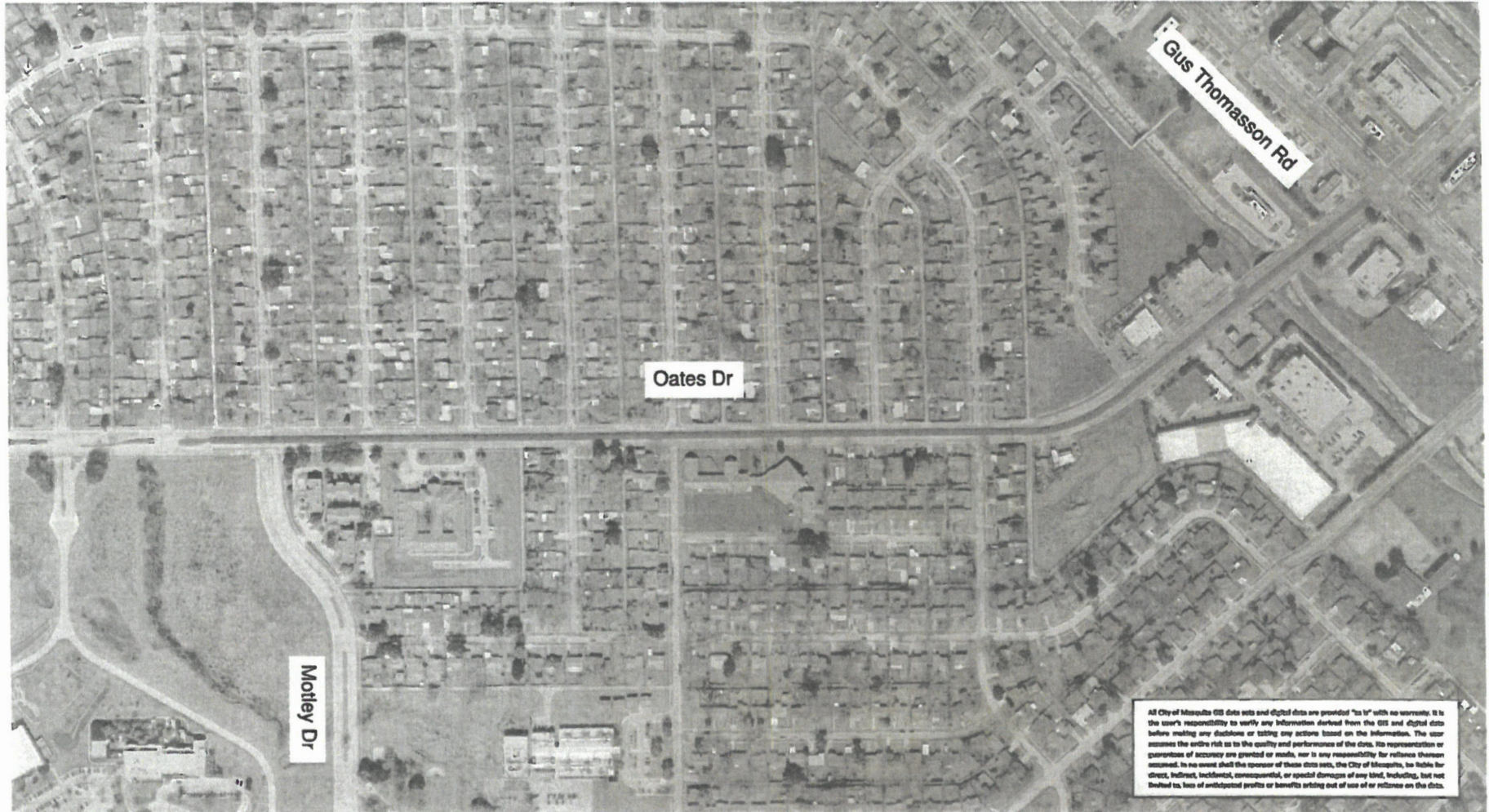
Contractor:

Contact:

				Estimate	
Item	Description	Units	Unit Price	Qty	Total
1	Milling and Disposing of Existing Asphalt Overlay (2")	SY	\$ 3.85	27000	\$ 103,950.00
2	2" HMAC TY D Asphalt Overlay	SY	\$ 21.81	27000	\$ 588,870.00
3	Remove and Replace 8" Thick Concrete Pavement, Street, Complete in Place	SY	\$ 98.00	4740	\$ 464,520.00
4	Installation of 6" Thick, Concrete Monolithic Curb, Complete in Place	LF	\$ 8.65	2300	\$ 19,895.00
5	Remove and Replace 24" Curb and Gutter	LF	\$ 60.25	380	\$ 22,895.00
	TOTAL				\$ 1,200,130.00

Attachment "B"

Oates Dr – Motley Dr to Gus Thomasson Rd



MESQUITE
T E X A S
Real. Texas. Service.

Project Area 



1 IN = 450 FT

