

RESOLUTION NO. 2018-195

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH GALVESTON COUNTY AND THE CITY OF DICKINSON FOR THE PIN OAK DRIVE RENOVATION PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEAGUE CITY, TEXAS, as follows:

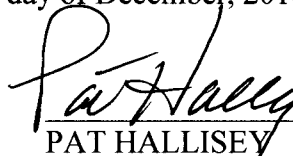
Section 1. The City authorizes an interlocal agreement in substantially the same form as Exhibit A, which is attached and incorporated herein, with Galveston County and the City of Dickinson for the Pin Oak Drive Renovation Project.

Section 2. The City Manager or his designee is authorized to execute all documents necessary to complete this transaction.

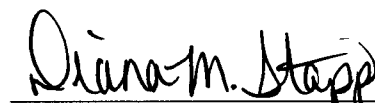
Section 3. All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

Section 4. It is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED the 11th day of December, 2018.


PAT HALLISEY
Mayor

ATTEST:


DIANA STAPP
City Secretary

APPROVED AS TO FORM:


NGHIEM V. DOAN
City Attorney

INTERLOCAL AGREEMENT FOR THE PIN OAK DRIVE RENOVATION PROJECT

§
§
§
§

This Interlocal Agreement (the "Agreement") is entered on the date indicated below between the City of League City, Texas (the "League City"), the City of Texas City ("Texas City"), the City of Dickinson, Texas ("Dickinson") and Galveston County, Texas (the "County") and collectively known together as the "Parties".

RECITALS

WHEREAS, the Parties intend this Agreement to follow Chapter 791 of the Government Code, cited as the Interlocal Cooperation Act (the "Act"), as contract for government services related to roadway construction; and

WHEREAS, the Parties agree that Pin Oak Drive needs repair and that the citizens of each entity would benefit from the repair of Pin Oak Drive (the "Project"); and

WHEREAS, the Parties agree to either contribute funding or labor/materials toward the completion of the Project and the County shall serve as Project Manager; and

WHEREAS, the Parties agree that County shall not move forward with the Project until League City and Dickinson have annexed their respective portions of Pin Oak as set forth in this Agreement; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the following terms:

TERMS

1. Incorporation of Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Term and Expiration of Services. The effective date of this Agreement shall be on the date of execution by all parties and shall continue until the Project has been completed.
3. Project Description. The Project contemplated in this Agreement is shown in **Exhibit A**, which is attached and incorporated herein and can be generally described as the renovations of Pin Oak Drive from Gill Road to the end of the pavement (i.e., the area paved as of March 12, 2019).
4. Obligations of League City
 - 4.1. Release of Part of ETJ: League City agrees to release to Dickinson approximately 640 feet of Pin Oak Drive and 280 feet of unimproved Pin Oak Right-of-Way from the edge of the pavement to Geisler Gully, which is currently part of the League City's extraterritorial jurisdiction and which further described in **Exhibit B**, attached and incorporated herein, via ordinance or resolution in compliance with Chapter 42 of the Texas Local Government Code prior to the start of the Project.

4.2. Annexation of Part of ETJ: League City agrees to annex approximately 1270 feet of unimproved Pin Oak Right-of-Way from Geisler Gully to end of the Pin Oak Right-of-Way in League's City's extra territorial jurisdiction which further described in **Exhibit C**, which is attached and incorporated herein, as soon as practical after the execution of this Agreement.

4.3. Contribution of Funding: League City agrees to provide **Six Thousand Seven Hundred Twenty-Three Dollars (\$6,723.00)** to the County for Project costs related to the portion of the Project identified in section 4.1 above and as further described in Exhibit B. League City shall pay the County within thirty (30) after receipt of an invoice from the County after Project completion.

5. Obligations of Texas City

5.1. No Ownership by Texas City: Texas City agrees and attests that it does not have any ownership interest in the 640 feet of Pin Oak Drive and the 280 feet of unimproved Pin Oak Right-of-Way from the edge of the pavement to Geisler Gully (both of which are further described in **Exhibit B**, attached and incorporated herein) in compliance with Chapter 42 of the Texas Local Government Code.

6. Obligations of Dickinson

6.1. Annexation of part of ETJ. Dickinson agrees to annex approximately 640 feet of Pin Oak Drive and 280 feet of unimproved Pin Oak Right-of-Way from the edge of the pavement to Geisler Gully which is further described in **Exhibit B** upon release of ETJ by League City and clarification of ownership by Texas City.

6.2. Contribution of Funding. Dickinson agrees to provide **Thirteen Thousand Six Hundred Fifty Dollars (\$13,650)** to the County for Project costs related the portion of the Project located in Dickinson identified as 1,315 feet of Pin Oak Drive beginning on Gill Road to the end of the pavement and as further described in **Exhibit A**, attached and incorporated herein. Dickinson shall pay the County with thirty (30) days after receipt of an invoice from the County after Project completion.

7. Obligations of the County

7.1. County as Project Manager. The County agrees to serve as Project Manager on behalf of the Parties and administer all aspects of the Project, including consultant selection, preparation of construction plans, competitive bidding, construction and inspection of the Project.

7.2. The County shall provide the labor and equipment to pave the road listed in **Exhibit A** that has been annexed by Dickinson. The cost to repair the road listed in **Exhibit A** totals **Twenty Thousand Three Hundred Seventy-Three Dollars (\$20,373.00)**. The area listed in **Exhibit A** includes the area to be annexed by Dickinson. Upon completion of the Project, the County shall invoice League City and Dickinson for each city's respective share of Material Costs for the Project as described in Sections 4.3 and 6.2. Payment shall be due in accordance with the Texas Prompt Pay Act, Chapter 2251 of the Government Code. Finally, the County shall have no duty to proceed until it has been notified by Dickinson that all of the releases and annexation have been completed. For purposes of

this notification, Dickinson's City Administrator shall notify the County's designated point of contact, Lee Crowder, by email. The email address for Lee Crowder is lee.crowder@co.galveston.tx.us.

8. Assignment. No assignment of this Agreement, in whole or in part, for any purpose shall be made by either party without the written consent of the other party. Subject to this limitation, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties.
9. Interpretation of Agreement. This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a party based solely upon that party's authorship of the Agreement or any portion thereof.
10. Severability. If for any reason, any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining paragraphs of this Agreement as a whole.
11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties thereto with respect to the subject thereof.
12. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas and the venue for any cause of action shall be brought in Galveston County, Texas.
13. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to one and the same instrument.
14. No Joint Venture. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.
15. No Waivers. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
16. Current Revenues Available and No Tax Revenue. All parties agree that any payments that are made under this Agreement for government functions or services will be made from current revenues available to the paying party. Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement.
17. No Third-Party Beneficiary. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties that this Agreement shall not be construed as a third-party beneficiary contract.
18. Force Majeure. If by reason of Force Majeure, the City shall be unable in whole or in part to carry out its obligations under this Agreement in accordance with the terms and conditions of this Agreement, it shall not be considered a breach by this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders of any

kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of the City, or any other causes not reasonably within the control of the City.

19. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

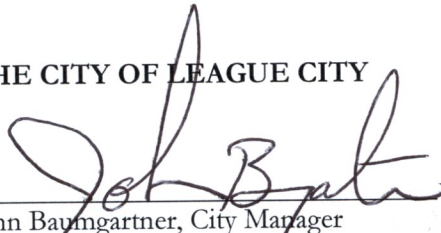
20. Authority to Bind.

20.1. Each Party represents and warrants for itself that this Agreement, in accordance with the requirements of the Interlocal Cooperation Act and that it has been authorized by its' respective governing body.


20.2. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

Executed this 27th day of March 2019
~~2018.~~

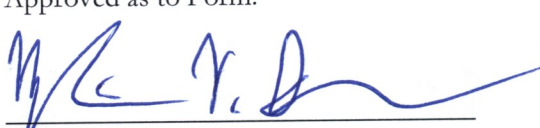
THE CITY OF LEAGUE CITY


John Baumgartner, City Manager

Attest:


For Jeanne Hammack, City Secretary

Approved as to Form:


Nghiem V. Doan, City Attorney


Executed this 8th day of April 2019.

THE CITY OF TEXAS CITY



Matthew T. Doyle, Mayor


Attest:



James Harshorn, City Secretary

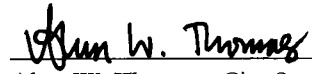
Executed this 8th day of April 2019.

THE CITY OF DICKINSON

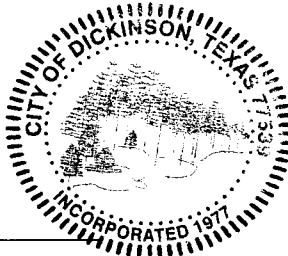


Chris Heard, City Administrator

Attest:



Alun W. Thomas, City Secretary



Executed this 8th day of April 2019.

GALVESTON COUNTY, TEXAS


Mark Henry, County Judge

Attest:


Dwight D. Sullivan, County Clerk

Exhibit A

Description/Map of overall Road Improvement Project

(Map of Pin Oak Drive beginning at Gill Road to the end of the pavement)

Asphalt overlay on Pin Oak Drive, starting at Gill Road for the area listed in the attached map and located within the incorporated limits of the City of Dickinson (as Interlocal Contract calls for annexation to be complete prior to Galveston County commencing performance).



Exhibit B

Parts to be released by League City, clarified by Texas City that it has no ownership interest, and Annexed by Dickinson

(Map and Description)

League City shall release the area within the attached Map and as listed below:

- 1) 280 ft of unpaved Pin Oak ROW from edge of payment to Geisler Gully currently in League City ETJ
- 2) 640 ft of Pin Oak Drive (paved) currently in League City ETJ to Dickinson city limits

Texas City has clarified and attested (see Section 5.1 of the Interlocal Agreement) that it does not have any ownership interest to the area within the attached Map and as listed below:

- 3) 280 ft of unpaved Pin Oak ROW from edge of payment to Geisler Gully currently in League City ETJ
- 4) 640 ft of Pin Oak Drive (paved) currently in League City ETJ to Dickinson city limits

Dickinson shall annex the areas listed above and in the attached Map

**RELEASE OF
EXTRATERRITORIAL JURISDICTION
CITY OF LEAGUE CITY, TX
TO
CITY OF DICKINSON, TX**

All that certain property being out of and a part of the **DICKINSON ADDITION "D"**, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 155, Page 10 of the Galveston County Deed Records, located and situated in Galveston County, Texas:

COMMENCING at the intersection of the Northwest line of Pin Oak Drive with the Southwest line of Gill Road;

THENCE Southeasterly, along the Northwest line of said Pin Oak Drive, 1290 feet, more or less, to the **POINT OF BEGINNING** of the herein described tract of land, said point being at the intersection of the common line between Lots 53 and 54 of said **DICKINSON ADDITION "D"** with the Northwest line of said Pin Oak Drive;

THENCE Southeasterly, along a projection of the common line between said Lots 53 and 54, 70 feet, more or less, to a point for corner, said point being at the Southeast line of said Pin Oak Drive;

THENCE Southwesterly, along the Southeast line of said Pin Oak Drive, 910 feet, more or less, to a point for corner, said point being at the centerline of Geisler Gully;

THENCE, Westerly, along the centerline of said Geisler Gully, a distance of 80 feet, more or less, to a point for corner, said point being at the Northwest line of said Pin Oak Drive;

THENCE Northeasterly, along the Northwest line of said Pin Oak Drive, 945 feet, more or less, to the **POINT OF BEGINNING**.

NOTE: THIS DOCUMENT HAS BEEN PREPARED UNDER 22 TAC § 663.23; DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND; IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT HAS BEEN PREPARED.

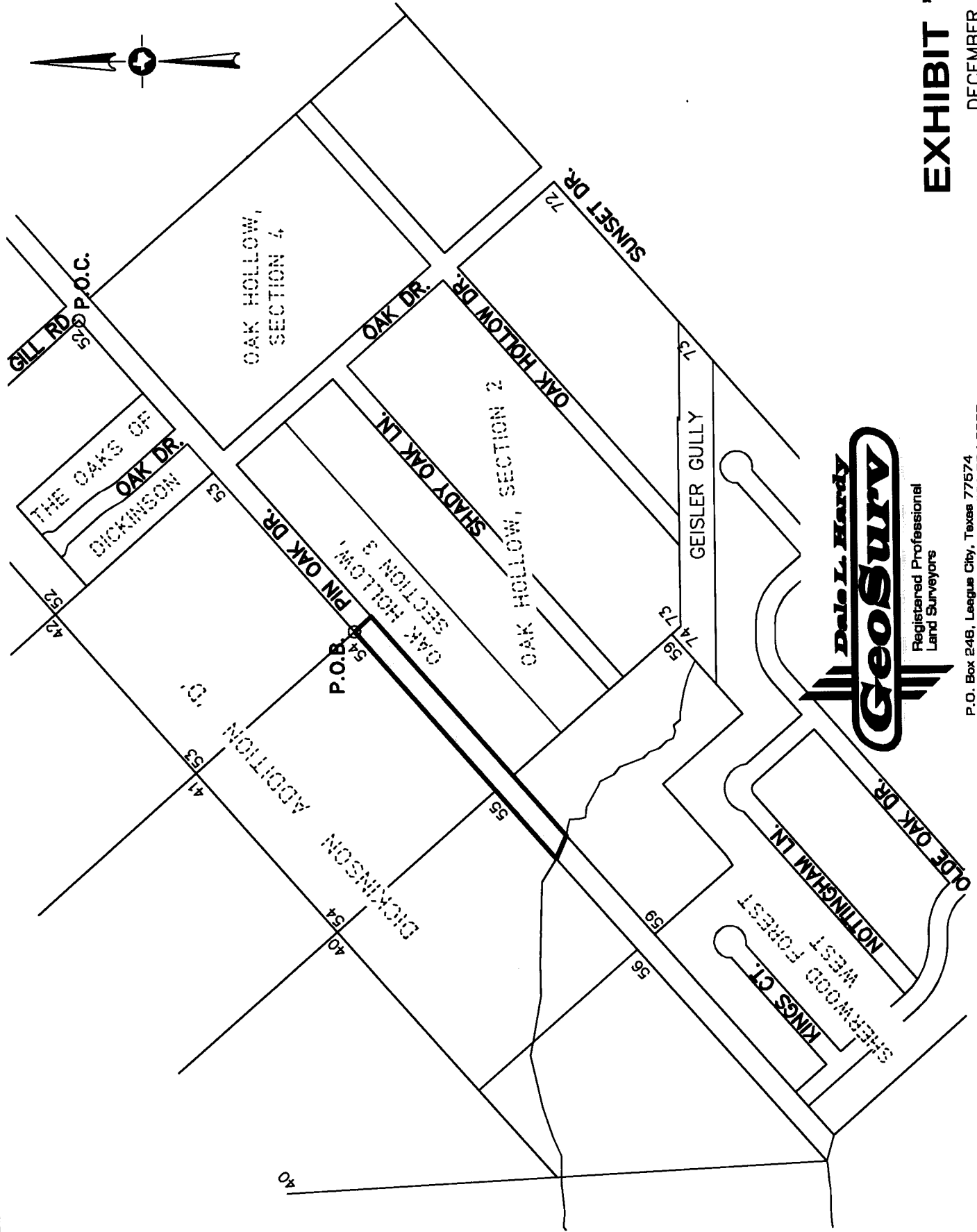
*PREPARED
DECEMBER 5, 2018
BY*

**DALE L. HARDY / GEOSURV, LLC
REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 246, LEAGUE CITY, TEXAS 77574
PH 281-554-7739 FAX 281-554-6928 E-MAIL: dhardy@geosurvllc.com
FIRM NO.: 10040100**

F:\FIELD NOTES\2018\18-02013 - COLC DEANNEX EXHIBIT\18-0213A.DOCX

EXHIBIT "A"

DECEMBER 5, 2018
PAGE 2 OF 2



P.O. Box 248, League City, Texas 77574
281-554-7739 409-785-8030 Fax: 281-554-8928
Firm No.: 10040100

Exhibit C

Parts to be annexed by League City

(Map and Description)

1270 ft of unpaved Pin Oak ROW from Geisler Gully to end of Pin Oak ROW in League City
ETJ

EXTRATERRITORIAL JURISDICTION CITY OF LEAGUE CITY, TX

All that certain property being out of and a part of the **DICKINSON ADDITION "D"**, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 155, Page 10 of the Galveston County Deed Records, located and situated in Galveston County, Texas:

COMMENCING at the intersection of the Northwest line of Pin Oak Drive with the Southwest line of Gill Road;

THENCE Southeasterly, along the Northwest line of said Pin Oak Drive, 2235 feet, more or less, to the **POINT OF BEGINNING** of the herein described tract of land, said point being at the centerline of Geisler Gully;

THENCE Southeasterly along the centerline of said Geisler Gully, 80 feet, more or less, to a point for corner, said point being at the Southeast line of said Pin Oak Drive;

THENCE Southwesterly, along the Southeast line of said Pin Oak Drive, 1250 feet, more or less, to a point for corner, said point being the most Westerly corner of the AMENDED PLAT OF SHERWOOD FOREST WEST, a Subdivision in Galveston County, Texas, according to the map or plat thereof recorded at Volume 15, Page 163 in the Office of the County Clerk of Galveston County, Texas;

THENCE Westerly, 85 feet, more or less, to a point for corner, said point being at the Northwest line of said Pin Oak Drive;

THENCE Northeasterly, along the Northwest line of said Pin Oak Drive, 1265 feet, more or less, to the **POINT OF BEGINNING**.

NOTE: THIS DOCUMENT HAS BEEN PREPARED UNDER 22 TAC § 663.23; DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND; IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT HAS BEEN PREPARED.

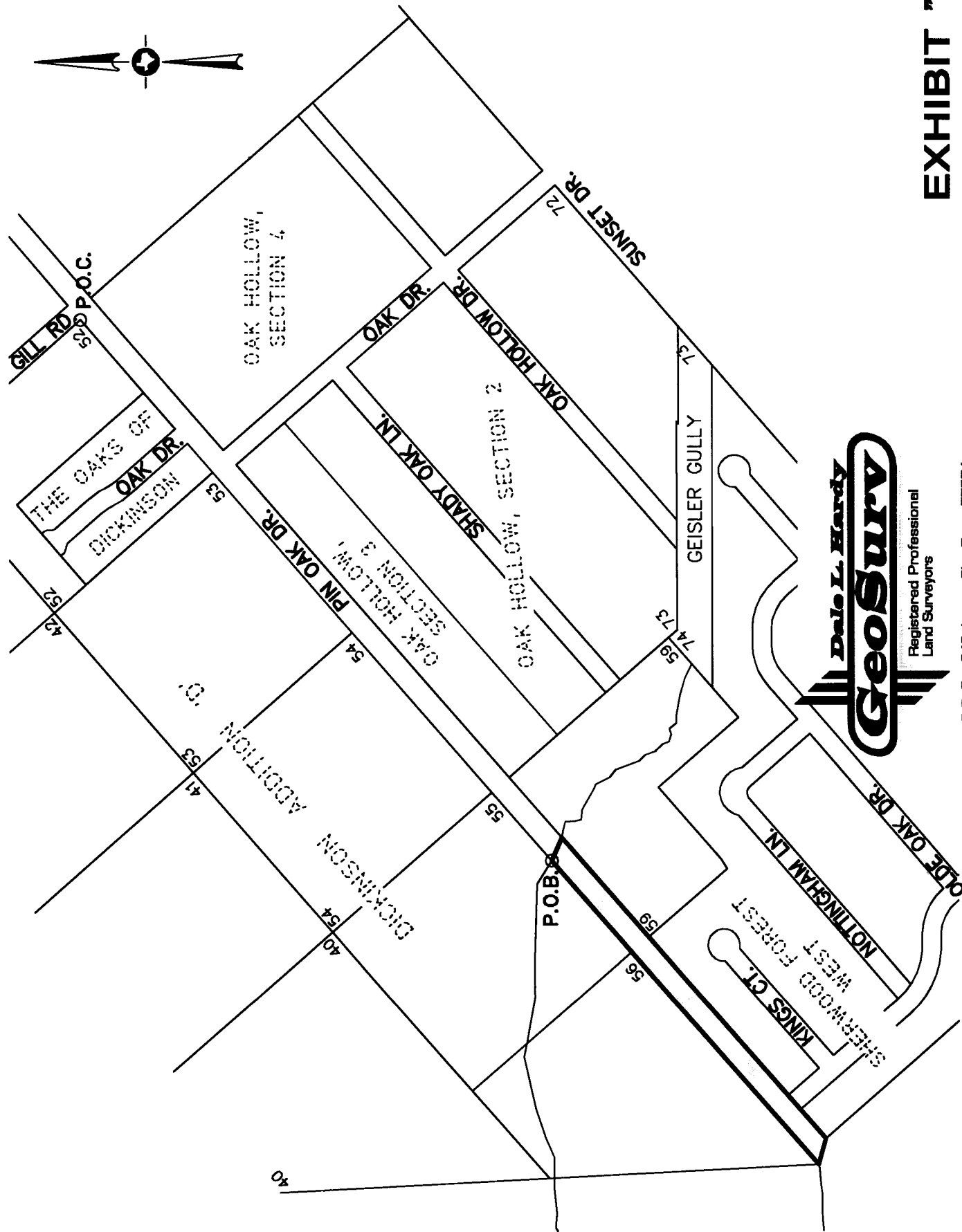
*PREPARED
DECEMBER 5, 2018
BY*

**DALE L. HARDY / GEOSURV, LLC
REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 246, LEAGUE CITY, TEXAS 77574
PH 281-554-7739 FAX 281-554-6928 E-MAIL: dhardy@geosurvllc.com
FIRM NO.: 10040100**

EXHIBIT "A"

DECEMBER 5, 2018
PAGE 2 OF 2

F:\DWG\2018\18-02138.DWG



P.O. Box 248, League City, Texas 77574
281-554-7739 409-785-8030 Fax: 281-554-8828
Firm No.: 10040100