

Resolution

Authorizing the City Manager or designee to execute all documents necessary to resolve the future funding of streets on the City's Street Master Plan by Tulo-so-Midway Independent School District by Interlocal Agreement in relation to a subdivision plat for a new Agricultural Building.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

The City Manager or designee is authorized to execute the attached Interlocal Cooperation Agreement for Plat of Agricultural Building between the City of Corpus Christi and the Tulo-so-Midway Independent School District ("the District"), which is necessary to resolve the future funding of streets on the City's Street Master Plan by the District as proposed by the District where it would promise to pay its appropriate share of the public infrastructure related to the platting and construction of its new Agricultural Building once actual construction commences due to development of adjacent property, due to the concern over state law funding issues with public school expenses.

Corpus Christi, Texas

_____ of _____, _____

The above resolution was passed by the following vote:

Nelda Martinez _____

Rudy Garza _____

Chad Magill _____

Colleen McIntyre _____

Lillian Riojas _____

Lucy Rubio _____

Brian Rosas _____

Mark Scott _____

Carolyn Vaughn _____

**INTERLOCAL COOPERATION AGREEMENT
FOR PLAT OF AGRICULTURAL BUILDING**

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the City of Corpus Christi, Texas ("City"), a municipal corporation and home-rule city of the State of Texas, acting by and through its governing body, the City Council, and the Tuloso-Midway Independent School District ("District") acting by and through its governing body, the Board of Trustees.

RECITALS

WHEREAS, District has applied for a plat under the City's Unified Development Code ("UDC") to build a new building for its student agricultural programs near the district high school;

WHEREAS, under the UDC, in order for the plat to be approved, the District must comply with city master plans and other plans, including the master transportation plan, which contains a future extension of Warrior Street along the west property line of the proposed Subdivision called Tuloso Midway High School Agricultural Complex, Block 1, Lot 1, the property being platted;

WHEREAS, District may spend the public school funds of the District only as provided in Texas Education Code §45.105 for purposes necessary in the conduct of the public schools, and District has expressed concerns about the necessity of building the street or of transferring cash at this time under 8.1.13 of the UDC regarding future half streets;

WHEREAS, City wishes to facilitate the approval of the plat and construction of the needed facility and is willing to accept an agreement for future funding of the District's portion of the street as required by Texas law, the City's UDC and City Ordinance when future development of adjacent properties and construction of the public street improvement occur, due to the nature of the District's status as a fellow public entity reporting to the local taxpayers;

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the participating local governments ("Parties"), authorized by appropriate actions of their governing bodies, hereby agree as follows:

SECTION 1. PURPOSE.

The purpose of this Agreement is to facilitate the future payment of funds from District for its portion of the cost of the half street needed to comply with the City's master transportation plan as required by Texas law, the City's UDC and City Ordinance when future development of adjacent properties and construction of the public street improvement occur.

SECTION 2. CITY COVENANTS

- a) City will process the District's plat application promptly and work cooperatively with District and District's representatives in this process.
- b) City will present the Final Plat to the Planning Commission for Approval.
- c) City will perform ministerial actions necessary to record the plat and related documentation.
- d) City will expeditiously review District submittals to facilitate issuance of a building permit for the District's agricultural building project.

SECTION 3. DISTRICT COVENANTS

- a) District will comply with City assessments for public street improvements as required by Texas law, City Ordinance and the UDC as provided in 3(b) below.
- b) In lieu of building the partial street or funding immediately a share of the cost for the future half street to be located adjacent to the agricultural building property, District promises to pay to City at the time of construction of the public half-street improvement the correct amount of District's share of the cost for the half-street as required by Texas law, the City's UDC and City Ordinance, and within 60 days of notification from the City of actual development of adjacent property and construction of the public street improvement .
- c) District will dedicate required right-of-way on plat per the Future Transportation Map for future road.

SECTION 4. FUNDS AND PAYMENT.

Each Party which performs services under this Agreement shall do so with funds available from its current revenues.

SECTION 5. INTERLOCAL COOPERATION ACT.

The Parties agree that activities contemplated by this Agreement are "governmental functions and services" and that Parties are "local governments" as that term is defined in the Interlocal Cooperation Act. This Agreement is made under chapter 791 of the Texas Government Code.

SECTION 6. IMMUNITY NOT WAIVED.

Nothing in this Agreement, including the execution and performance of the covenants contained in this Agreement, is intended to or may constitute a waiver or limitation of any governmental, official, or other immunity, defense, or other protection afforded under state and federal law to any Party or its officers, employees, representatives, and agents.

SECTION 7. TERM OF AGREEMENT.

This Agreement shall begin on the final date of execution by all Parties.

SECTION 8. AMENDMENTS TO AGREEMENT.

Unless otherwise provided herein, this Agreement may only be amended by written instrument duly executed on behalf of each party. The City authorizes the City Manager and the District authorizes the Superintendent to execute subsequent amendments, limited to non-substantive modifications that do not require the appropriation of funds, without further approval from the governing bodies.

SECTION 9. NOTICES.

All notices required or permitted hereunder shall be in writing and shall be deemed properly delivered when actually received or, if earlier, on the seventh (7th) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed below, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party:

City:

City of Corpus Christi
Attn: City Manager
Post Office Box 9277
Corpus Christi, Texas 78469-9277

District:

Tuloso-Midway Independent School District
Attn: Superintendent of Schools
9760 La Branch Street
Corpus Christi, Texas 78410

SECTION 10. ENTIRE AGREEMENT.

This Agreement, representing the entire agreement between Parties, supersedes any and all prior agreements between Parties, whether written or oral, relating to the subject matter of this Agreement. No officer or employee of either Party may waive or otherwise modify the limitations in this Agreement without the express action of the governing body of the Party or its duly authorized agents.

SECTION 11. SEVERABILITY.

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either City or District in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof. To this end, the remaining terms, covenants, and conditions hereof are severable and continue in full force and effect.

SECTION 12. VALIDITY AND ENFORCEABILITY.

If any current or future legal limitations affect the validity or enforceability of any provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations. As so modified, this Agreement continues in full force and effect.

SECTION 13. LAWS AND VENUE.

City and District shall comply with all federal, state, county, and local laws, ordinances, rules, and regulations applicable to this Agreement and each Party's respective performance thereunder. This Agreement shall be interpreted according to Texas laws governing the interpretation of contracts. Venue for an action arising under this Agreement shall lie in Nueces County, Texas and be in accordance with the Texas Rules of Civil Procedure.

SECTION 14. CAPTIONS.

Captions to provisions of this Agreement are solely for convenience and shall not be considered in the interpretation of any provision.

SECTION 15. NON-ASSIGNMENT.

District shall not assign or transfer, in whole or in part, directly or indirectly, any of its rights or obligations hereunder without the prior written consent of City, and any attempt of assignment or transfer without such consent shall be void. However, this Agreement is binding upon the parties to this Agreement and their respective successors in office.


SECTION 16. WARRANTY.

Each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind their respective Party to the Agreement.

CITY OF CORPUS CHRISTI

**TULOSO MIDWAY INDEPENDENT
SCHOOL DISTRICT**

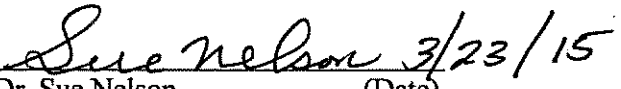
(Date)
City Manager/Designee



Paul Mostella (Date)
President, School Board of Trustees

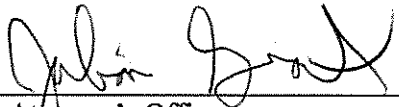
ATTEST:

Rebecca Huerta (Date)
City Secretary



Dr. Sue Nelson (Date)
Superintendent

APPROVED AS TO FORM:



City Attorney's Office

STATE OF TEXAS
COUNTY OF NUECES

WE, TULOSO MIDWAY INDEPENDENT SCHOOL DISTRICT, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LANDS EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING PLAT, THAT WE HAVE HAD SAID LAND SURVEYED AND SUBDIVIDED AS SHOWN HEREON; THAT ALL STREETS AND EASEMENTS AS SHOWN ARE DEDICATED TO THE PUBLIC USE FOREVER AND THAT THIS PLAT IS MADE FOR THE PURPOSE OF DESCRIPTION AND DEDICATION.

THIS THE _____ DAY OF _____, 2015.

DR. SUE NELSON, SUPERINTENDENT

STATE OF TEXAS
COUNTY OF NUECES

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DR. SUE NELSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

THIS THE _____ DAY OF _____, 2015.

NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF NUECES

I, GEORGE RUBALCABA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT THE FOREGOING MAP WAS PREPARED FROM SURVEYS MADE ON THE GROUND UNDER MY DIRECTION AND IS TRUE AND CORRECT, THAT I HAVE BEEN ENGAGED UNDER CONTRACT TO SET ALL LOT AND BLOCK CORNERS AS SHOWN HEREON AND TO COMPLETE SUCH OPERATIONS WITHOUT DELAY.

THIS THE _____ DAY OF _____, 2015.

GEORGE RUBALCABA, RPLS #4229, LSLs

STATE OF TEXAS
COUNTY OF NUECES

THIS FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED ON BEHALF OF THE CITY OF CORPUS CHRISTI, TEXAS BY THE PLANNING COMMISSION.

THIS THE _____ DAY OF _____, 2015.

DANIEL M. GRIMSBO, P.E., A.I.C.P.
SECRETARY

PHILLIP J. RAMIREZ, A.I.A., LEED AP, CHAIRMAN

STATE OF TEXAS
COUNTY OF NUECES

THIS FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED BY THE DEPARTMENT OF DEVELOPMENT SERVICES OF THE CITY OF CORPUS CHRISTI, TEXAS.

THIS THE _____ DAY OF _____, 2015.

TEMPLE T. WILLIAMSON, P.E.
DEVELOPMENT SERVICES ENGINEER

STATE OF TEXAS
COUNTY OF NUECES

I, KARA SANDS, CLERK OF THE COUNTY COURT IN AND FOR THE COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE _____ DAY OF _____, 2015, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE _____ DAY OF _____, 2015, AT _____ O'CLOCK _____ M. AND DULY RECORDED THE _____ DAY OF _____, 2015, AT _____ O'CLOCK _____ M. IN SAID COUNTY IN VOLUME _____, PAGE _____, MAP RECORDS

WITNESS MY HAND AND SEAL OF THE COUNTY COURT, IN AND FOR SAID COUNTY, AT OFFICE IN CORPUS CHRISTI, TEXAS, THE DAY AND YEAR LAST WRITTEN.

NO. _____

KARA SANDS, COUNTY CLERK
NUECES COUNTY, TEXAS

AT _____ O'CLOCK _____ M.

BY: _____
DEPUTY

_____, 2015

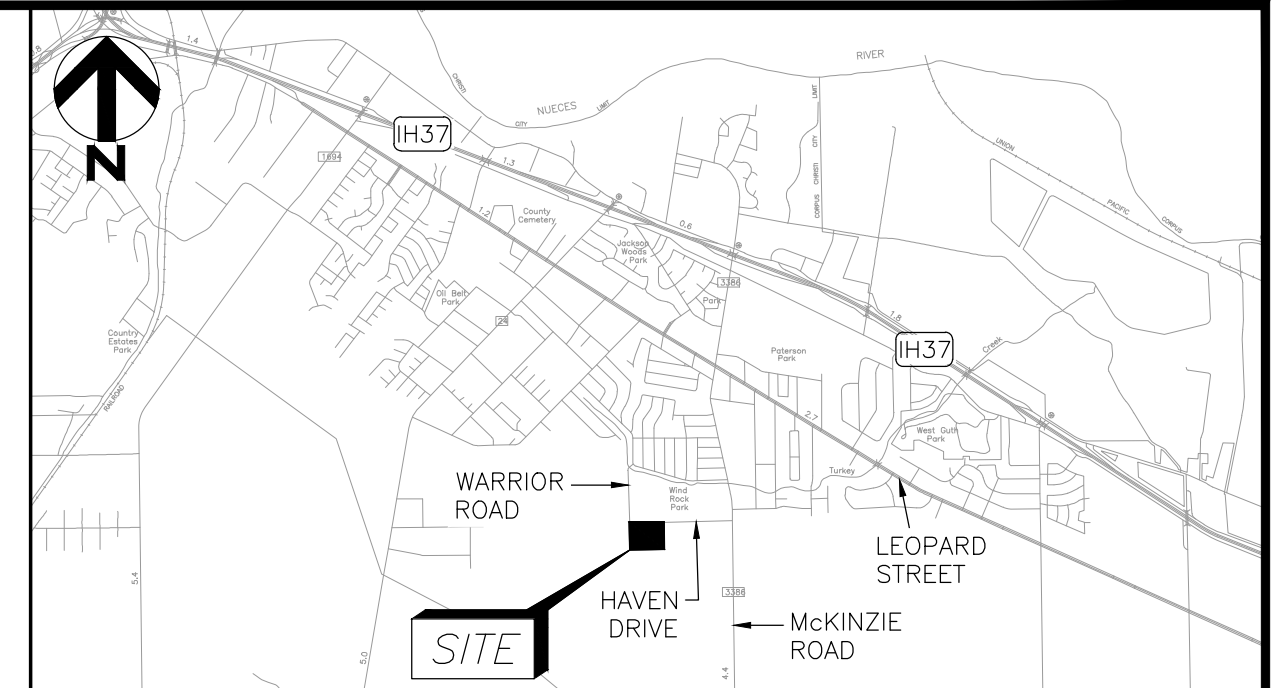


NOTES

1. ALL SURVEYING WAS PERFORMED BY GOVIND DEVELOPMENT LLC, FROM GPS OBSERVATIONS. THIS DRAWING REPRESENTS THE CONDITIONS THAT EXISTED AT THE TIME OF THE SURVEY CONDUCTED JUNE 06, 2014.
2. THE YARD REQUIREMENT, AS DEPICTED IS A REQUIREMENT OF THE UNIFIED DEVELOPMENT COEAND IS SUBJECT TO CHANGE AS THE ZONING MAY CHANGE.
3. THE RECEIVING WATER FOR STORM WATER RUNOFF FROM THIS PROPERTY IS THE OSO CREEK. THE TCEQ HAS NOT CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO CREEK, BUT IS IT RECOGNIZED AS AN ENVIRONMENTALLY SENSITIVE AREA. THE OSO CREEK FLOWS DIRECTLY INTO THE OSO BAY. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE OSO BAY AS "EXCEPTIONAL" AND "OYSTER WATERS" AND CATEGORIZED THE RECEIVING WATER AS "CONTACT RECREATION" USE.
4. THIS PROPERTY LIES WITHIN FLOOD ZONE C.
5. THIS PROPERTY IS ZONED RS-6.
6. THE TOTAL PLATTED AREA CONTAINS 15.00 ACRES OF LAND INCLUDING STREET DEDICATION.
7. OWNER: TULOSO MIDWAY INDEPENDENT SCHOOL DISTRICT.
8. THIS SITE IS UNDER THE APPROACH TO THE CORPUS CHRISTI INTERNATIONAL AIRPORT RUNWAY AND WILL BE SUBJECT TO AIRCRAFT OVERFLIGHT AND NOISE.
9. BEARINGS SHOWN ARE RECORD BEARINGS.

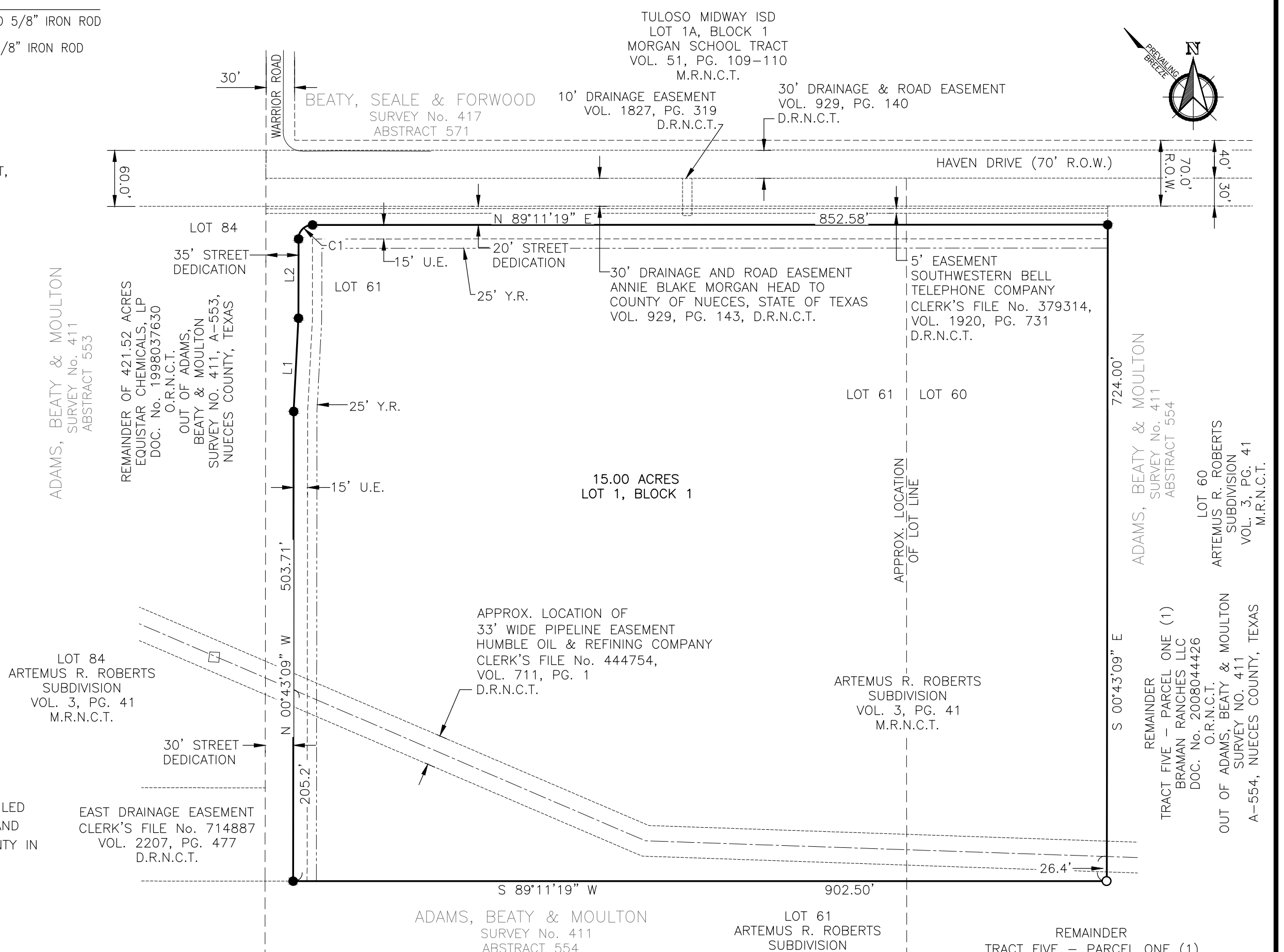
LEGEND

- FOUND 5/8" IRON ROD
- SET 5/8" IRON ROD



LOCATION PLAN

SCALE: NTS



PLAT OF
TULOSO MIDWAY HIGH SCHOOL AGRICULTURAL COMPLEX
LOT 1, BLOCK 1

BEING A 15.00 ACRE TRACT OF LAND SITUATED IN THE ADAMS BEATY & MOULTON SURVEY NO. 411, ABSTRACT 554 IN NUECES COUNTY, TEXAS, BEING A PORTION OF LOTS 60 AND 61 OF ARTEMUS R. ROBERTS SUBDIVISION OF RECORD IN VOLUME 3, PAGE 41 OF THE MAP RECORDS OF NUECES COUNTY, TEXAS ALSO BEING A PORTION OF THAT CERTAIN TRACT FIVE - PARCEL ONE AS CONVEYED IN A DEED FROM BRAMAN ENTERPRISES LLC, TO BRAMAN RANCHES LLC OF RECORD IN DOCUMENT NO. 2008044426 OF THE OFFICIAL RECORDS OF NUECES COUNTY, TEXAS TO, WHICH REFERENCE IS MADE HEREON.

