

#4 9629

APR 23 2019

Consent-Commissioners
PRECINCT 3

Commissioners Court-Regular Meeting

TO: Montgomery County Commissioners Court

FROM: James Noack, Commissioner Precinct 3

DATE: 04/23/2019

SUBJECT: Please consider, discuss and approve the Memorandum of Understanding by and between The Woodlands Township and Montgomery County, Texas related to the potential future incorporation of the Woodlands Township.

Attachments

Township MOU

MEMORANDUM OF UNDERSTANDING

Between Montgomery County, Texas

And The Woodlands Township

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Montgomery County, Texas, a political subdivision of the State of Texas ("County") and The Woodlands Township, a special purpose district and political subdivision of the State of Texas, duly created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended ("Township") to set forth the expectation of mutual cooperation in the event that the residents of the Township vote to incorporate the Township as the City of The Woodlands, Texas or other named municipality.

Background

Residents of the Township may consider incorporation of the Township area at a future date. County does not advocate for or against said incorporation, and maintains that the decision to incorporate rests with the voters and constituency of the Township. The Township has made extensive studies regarding the process and costs of incorporation, including the costs for governmental services that are currently provided by the County but which will be required to be provided by a municipality upon incorporation. As part of that process, the Township has outlined a transition plan to provide for the transition of such governmental services and the attending costs from the County to the incorporated municipality ("City").

Purpose

As of the date of this memorandum of agreement ("MOU"), there is no date set for the election for the residents of the Township to consider incorporation. The County and the Township enter into this MOU to aid the Township and its residents in the determination of if, when and how the ballot for incorporation may be presented to the Township residents.

Agreement

The County and the Township agree:

1. An election approving incorporation of the City will require a transition plan between the City and the County.
2. Upon the Township's formal call for the incorporation referendum in which a date is set for the incorporation vote, the Township and the County will negotiate in good faith on one or more Interlocal agreements to effect a transition plan for the provision of governmental services provided by the County but which will be required to be provided by the City.

3. The transition plan will include provisions for the furnishing and costs of law enforcement, roadway maintenance and construction, and any other governmental services provided by the County but which the City may be required to provide or may elect to provide.

4. Following said incorporation, the Northstar Traffic Operations system and all its components within Township, whether currently present or later added to, including, but not limited to, hardware, software, networks, devices, fiber optic cables, fiber identifiers, cables, cameras, equipment, sensors, lighting, switches, signals, technology, materials and accessories, shall remain the property of County.

5. County roadway services currently provided through Montgomery County Commissioner Precincts 2, 3 and 4, will continue to be provided by County for a period beginning with the incorporation and ending at the end of the County's fiscal year in which incorporation occurs, and said services shall be funded through the Montgomery County Precincts' 2, 3 and 4 operating budgets. At the end of the County's fiscal year in which incorporation occurs, the City will assume the roadway services and funding responsibility for streets and roadways in the City, in the same manner as these services have been assumed by other Montgomery County municipalities.

Funding

There is no funding requirement or commitment related to this MOU from either Montgomery County or The Woodlands Township. Notwithstanding the foregoing, the transition plan will provide for the assumption of costs of the governmental services by the City.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from the Township and the County. This MOU shall become effective upon signature by the authorized officials from the parties and will remain in effect until modified by mutual written consent of the parties to this MOU or terminated by either party to this MOU upon thirty (30) days' written notice to the other party.

Counterparts; Facsimile or Email Signatures

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one MOU. To facilitate execution of this MOU, the parties may execute and exchange by telephone facsimile or email counterparts of the signature pages.

Notices and Contact Information

All notices, requests, demands and other communications under this Agreement shall be given by electronic mail and either (i) overnight courier or (ii) hand delivery addressed as follows:

Montgomery County, Texas:

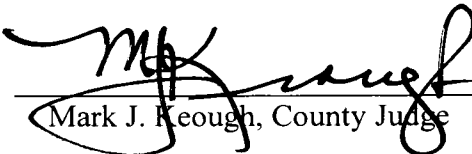
Mark J. Keough, County Judge
501 N. Thompson St., Ste. 401
Conroe, TX 77301
(936) 539-7812
Mark.keough@mctx.org

With a copy to:

B. D. Griffin, County Attorney
501 N. Thompson St., Suite 300
Conroe, Texas 77301
(936) 539-7828
Bd.griffin@mctx.org

Executed on the respective dates shown below to be effective upon the last date of execution.

MONTGOMERY COUNTY, TEXAS

By: 
Mark J. Keough, County Judge
Date: April 23, 2019.

THE WOODLANDS TOWNSHIP

By: _____
Gordy Bunch, Chairman
Date: _____, 2019.

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Mark J. Keough, County Judge
501 N. Thompson St., Ste. 401
Conroe, TX 77301
(936) 539-7812
Mark.keough@mctx.org

With a copy to:

B. D. Griffin, County Attorney
501 N. Thompson St., Suite 300
Conroe, Texas 77301
(936) 539-7828
Bd.griffin@mctx.org

Executed on the respective dates shown below to be effective upon the last date of execution.

MONTGOMERY COUNTY, TEXAS

By: 
Mark J. Keough, County Judge

Date: April 23, 2019.

THE WOODLANDS TOWNSHIP

By: _____
Gordy Bunch, Chairman

Date: _____, 2019.

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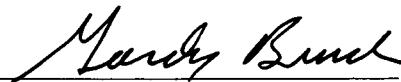
Executed on the respective dates shown below to be effective upon the last date of execution.

MONTGOMERY COUNTY, TEXAS

By: _____
Mark J. Keough, County Judge

Date: _____, 2019.

THE WOODLANDS TOWNSHIP

By: 
Gordy Bunch, Chairman

Date: May 16, 2019.