

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline – Tuesday, 12:00 PM before Court Dates

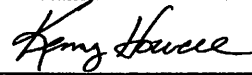
SUBMITTED BY: Kenny Howell

TODAY'S DATE: 06/08/2022

DEPARTMENT:

☒ Commissioner PCT 2

SIGNATURE OF DEPARTMENT HEAD:

☒ 

REQUESTED AGENDA DATE:

☒ 06/27/2022

SPECIFIC AGENDA WORDING:

Consideration to approve an Interlocal agreement with the City of Joshua to Chip Seal Wagon Wheel Rd-Precinct 2

PERSON(S) TO PRESENT ITEM:

Kenny Howell
Commissioner PCT 2

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME:

5 Min.

ACTION ITEM:

☒

(Anticipated # of minutes needed to discuss item)

WORKSHOP:

CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:

☒

ISS DEPARTMENT:

AUDITOR:

PURCHASING DEPT:

PERSONNEL:

PUBLIC WORKS:

BUDGET COORDINATOR

OTHER:

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE:

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

RICK BAILEY
Commissioner Pct. #1

KENNY HOWELL
Commissioner Pct. #2

ROGER HARMON
County Judge

Carla Hester
Assistant to Commissioner's Court

MIKE WHITE
Commissioner Pct.#3

LARRY WOOLLEY
Commissioner Pct.#4

**COMMISSIONERS COURT APPROVAL
FOR INTERLOCAL AGREEMENT PROJECT**

WHEREAS, the Commissioners Court of Johnson County, Texas has considered and approved an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code regarding the following project to construct, improve, or repair a building, or road or other facility.

The project to be undertaken is:

Chip Seal Wagon Wheel Road within the jurisdiction of the City of Joshua

The location of the project is:

Wagon Wheel Road

THEREFORE, the Commissioners Court of Johnson County, Texas hereby approves the above referenced project as required by Section 791.014, Texas Government Code.

Executed on the 27th day of June, 2022.

Roger Harmon, Johnson County Judge

Voted: ___ yes, ___ no, ___ abstained

Rick Bailey, Comm. Pct. #1

Voted: ___ yes, ___ no, ___ abstained

Kenny Howell, Comm. Pct. #2

Voted: ___ yes, ___ no, ___ abstained

Mike White, Comm. Pct. #3

Voted: ___ yes, ___ no, ___ abstained

Larry Woolley, Comm. Pct. #4

Voted: ___ yes, ___ no, ___ abstained

ATTEST: _____
Becky Ivey, County Clerk

STATE OF TEXAS §

COUNTY OF JOHNSON §

INTERLOCAL AGREEMENT FOR ROAD CONSTRUCTION AND REPAIR

This Agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon' Texas Code Annotated, on the ____ day of _____, 2022, by Johnson County, Texas, through its Commissioners Court and the City of Joshua, Texas (hereinafter referred to as "City") for the purpose of road construction and repair in Johnson County, Texas and within the corporate limits of City.

Therefore the parties agree as follows:

1. Total charges for this Agreement are detailed on Attachment A-"Schedule of Standard Charges for Interlocal Agreements."
2. Johnson County will construct or repair roads identified in Attachment B.
3. Payment of total charges for this Agreement is due and payable within Thirty (30) days of receipt of an invoice for said amount from the Treasurer's Office of Johnson County, Texas.

Payment is to be made to:

**Johnson County Treasurer's Office
2 North Main Street
Cleburne, TX 76031**

4. Any unpaid balance remaining after thirty (30) days from receipt of invoice shall earn interest at the maximum interest rate per annum allowed by law until paid.
5. Payment under this Agreement shall be made from current revenues available to the party making payment.
6. All work will be done in a workmanlike manner as measured by Johnson County's usual practice in said work to be performed. Johnson County shall be in charge of all control, procedures, means, coordination, and final inspection of this Agreement in regards to said work to be performed.
7. Nothing herein shall alter or change the legal responsibility under existing law for a party, nor will this Agreement cause Johnson County to incur additional liability other than liability it would have under the law without this Agreement. To the extent permitted by law, City agrees to indemnify and hold harmless Johnson County, its agents, and employees, from all suits, claims, damages, losses, and expenses, including reasonable attorney fees arising out of the County's performance or non-performance of the work to be performed.
8. This Agreement represents the entire and integrated agreement between Johnson County and City and supersedes all prior negotiations, representations and/or agreements either written or oral. This agreement may be amended only by written instruments signed by Johnson County and City.

9. The validity of this Agreement and 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.
10. In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
11. This Agreement may be terminated at any time, by either party giving thirty (30) days advanced notice to the other party. In the event of such termination of either party, Johnson County shall be compensated for the costs of all materials and/or labor performed to termination date as authorized by this Agreement.
12. The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the authority to execute this Agreement on behalf of the parties hereto, and each party certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in multiple originals on the ____ day of _____, 2022.

Roger Harmon, Johnson County Judge

Voted: ____ yes, ____ no, ____ abstained

Rick Bailey, Comm. Pct. #1

Voted: ____ yes, ____ no, ____ abstained

Kenny Howell, Comm. Pct. #2

Voted: ____ yes, ____ no, ____ abstained

Mike White, Comm. Pct. #3

Voted: ____ yes, ____ no, ____ abstained

Larry Woolley, Comm. Pct. #4

Voted: ____ yes, ____ no, ____ abstained

ATTEST:

Becky Ivey, County Clerk

Authorized Official of City

Printed Name of Authorized City Official

ORIGINAL

JOHNSON COUNTY COMMISSIONER, PCT 2

INVOICE

Kenny Howell
3425 CR 920
Crowley, TX 76036
Phone: (817) 297-1926
Fax: (817) 447-0500
Email: PCT2@johnsoncountytexas.org

SOLD TO:

CITY OF JOSHUA
c/o KRISTEN HUBACEK
101 S. MAIN STREET
JOSHUA, TX 76058

INVOICE # CC06272022_PCT2

INVOICE DATE: December 8, 2021

Roads		Sub-Total
Material		\$ 11,480.00
Equipment and Labor		\$ 2,388.00
Hauling Cost		\$ 0.00
	Total Due	\$ 13,868.00

MAKE CHECK PAYABLE TO:

JOHNSON COUNTY

Please include a copy of this invoice when sending payment

SEND PAYMENT TO:

Johnson County Treasurer
2 North Main Street
Cleburne, TX 76033

If you have any questions or concerns, please feel free to contact the PCT 2 Commissioner's office at (817) 297-1926.

THANK YOU!

PAID: Check # _____ Cash _____ Other _____ Received By: _____
Initials

**JOHNSON COUNTY, TEXAS
SCHEDULE OF STANDARD CHARGES FOR INTERLOCAL AGREEMENT
ATTACHMENT B**

City of Joshua

**Seal Coat Wagon Wheel Road within the jurisdiction of the City of Joshua by
Johnson County Precinct 2**

Total Cost

\$13,868.00

JOHNSON COUNTY, TEXAS
SCHEDULE OF COSTS FOR PRECINCT SERVICES
Approved in Commissioners Court on Monday, June 27, 2022

DATE: June 8, 2022

ROAD NAME: Wagon Wheel Road Chip Seal one time

		\$ AMOUNTS	Qty	
SERVICES:	Basic Labor	\$35.00 per hour	Hr	\$0.00
	Culverts (Installation Only)	\$18.00 per foot	Ft	\$0.00
MATERIALS:	CRS-2 Emulsion	\$2.87 per gal.	4000 Gal	\$11,480.00
	D-Rock	\$11.00 per ton	Ton	\$0.00
	Flex Base, Grade 2	\$5.00 per ton	Ton	\$0.00
	Hot Mix Asphalt	\$61.00 per ton	Ton	\$0.00
	Total Materials:			
HAULING:	Hauling	\$6.00 per mile	Mi.	\$0.00
	Haul off Brush Loads	6T per Ld	Ld.	\$0.00
EQUIPMENT:	Minimum charge -- 4 hours			
	Backhoe w/ operator	\$76.00 per hour	Hr	\$0.00
Dump, F750's,	Bobtails w/operator	\$67.00 per hour	Hr	\$0.00
	Broom w/ operator	\$76.00 per hour	Hr	\$0.00
	Brushcutter w/operator	\$76.00 per hour	Hr	\$0.00
	Chip spreader w/operator	\$105.00 per hour	4 Hr	\$420.00
	Compactor w/operator	\$76.00 per hour	Hr	\$0.00
	Crack Sealer w/operator	\$105.00 per hour	Hr	\$0.00
	Distributor w/ operator	\$105.00 per hour	4 Hr	\$420.00
	Durapatcher w/ 2 operators	\$105.00 per hour	Hr	\$0.00
	Excavator w/ operator	\$76.00 per hour	Hr	\$0.00
	Gradall w/ operator	\$105.00 per hour	Hr	\$0.00
	Loader w/ operator	\$83.00 per hour	4 Hr	\$332.00
SPREAD BASE	Motorgrader [Blade]w/oper	\$105.00 per hour	Hr	\$0.00
	Pickups w/ operator	\$47.00 per hour	Hr	\$0.00
	Reclaimer w/ operator	\$155.00 per hour	Hr	\$0.00
	Roller w/ operator	\$76.00 per hour	Hr	\$0.00
	Track machine w/ operator	\$126.00 per hour	Hr	\$0.00
16,26,27,35,37	Truck w/ operator	\$76.00 per hour	16 Hr	\$1,216.00
	Water truck w/ operator	\$76.00 per hour	Hr	\$0.00
	Wood Chipper w/ operator	\$105.00 per hour	Hr	\$0.00
				\$13,868.00

PLEASE MAKE CHECKS PAYABLE TO:
PLEASE MAIL TO:

JOHNSON COUNTY TREASURER
JOHNSON COUNTY TREASURER
2 NORTH MAIN STREET
CLEBURNE, TEXAS 76033