

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's Texas Code Annotated, on the ____ day of _____, 2017, by Johnson County, Texas, through its Commissioners Court and the City of Cresson, 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 Auditor's Office of Johnson County, Texas.


Payment is to be made to:

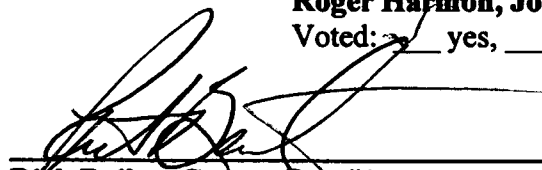
Johnson County Auditor's Office
2 North Main Street
Cleburne, TX 76031


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.

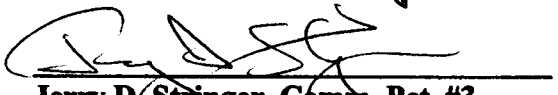
8. This Agreement represents the entire and integrated agreement between Johnson County and City and supersedes all prior negotiations, representations and/or agreements either written or oral. This Agreement may be amended only by written instruments signed by Johnson County and City.
9. The validity 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.

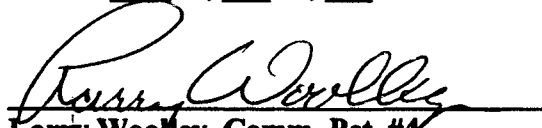
Executed in multiple originals on the 10th day April, 2017

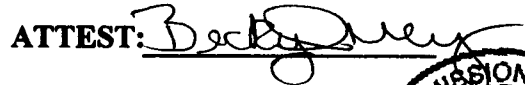

Roger Harmon, Johnson County Judge
 Voted: yes, no, abstained


Rick Bailey, Comm. Pct. #1
 Voted: yes, no, abstained

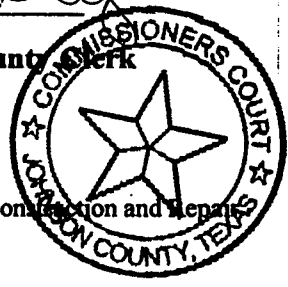

Kenny Howell, Comm. Pct. #2
 Voted: yes, no, abstained


Jerry D. Stringer, 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



**JOHNSON COUNTY, TEXAS
SCHEDULE OF COSTS FOR PRECINCT SERVICES
ATTACHMENT A**

DATE: March 28, 2017

ROAD NAME: Lancaster Street City of Cresson 308 Ft. Hot Mix/Overlay

		\$ AMOUNTS						TOTALS
SERVICES:	Basic Labor		Hr.	x		Hr.	X Men	
MATERIALS:	Flex Base, Grade 2		Ton	x		Ton	X	
	Grade #4 Rock		Ton	x		Ton	X	
	D-Rock		Ton	x		Ton	X	
	CRS-2 Emulsion		Gal.	x		Gal.	X	
	Concrete for Header Walls		Yd.	x		Ea.	X	
	Hot Mix Asphalt	275	Ton	x	\$58.00	Ton	X	\$15,950.00
	Prime- MC 30		Ton	x		Ton	X	
	AEP Concentrate Dust Ctrl		Gal.	x		Gal.		
	Total Materials:							<u>\$15,950.00</u>
HAULING:	Hauling	200	Mi.	x	0.30	Mi.	x tons	<u>\$ 60.00</u>
EQUIPMENT:	Minimum charge -- 4 hours							<u>\$16,010.00</u>
	Backhoe w/ operator	\$66.00	Hr.	x		Hrs.		
	Bobtails	\$57.00	Hr.	x		Hrs.		
	Broom w/ operator	\$66.00	Hr.	x		Hrs.		
	Brushcutter w/operator	\$66.00	Hr.	x		Hrs.		
	Chip spreader w/operator	\$95.00	Hr.	x		Hrs.		
	Compactor	\$66.00	Hr.	x		Hrs.		
	Crack Sealer w/operator	\$95.00	Hr.	x		Hrs.		
	Distributor w/ operator	\$95.00	Hr.	x		Hrs.		
	Durapatcher w/ 2 operators	\$95.00	Hr.	x		Hrs.		
	Excavator w/ operator	\$66.00	Hr.	x		Hrs.		
	Gradall w/ operator	\$95.00	Hr.	x		Hrs.		
	Loader w/ operator	\$73.00	Hr.	x		Hrs.		
SPREAD BASE	Motorgrader [Blade]w/oper	\$95.00	Hr.	x	2	Hrs.		\$190.00
	Pickups w/ operator	\$37.00	Hr.	x		Hrs.		
	Reclaimer w/ operator	\$145.00	Hr.	x		Hrs.		
	Roller w/ operator	\$66.00	Hr.	x	2	Hrs.		\$132.00
	Track machine w/ operator	\$116.00	Hr.	x		Hrs.		
	Truck w/ operator	\$66.00	Hr.	x	4	Hrs.	2	\$528.00
	Water truck w/ operator	\$66.00	Hr.	x		Hrs.		
	Wood Chipper w/ operator	\$95.00	Hr.	x		Hrs.		
	Sub-Total for Equipment							<u>\$850.00</u>
	TOTAL							<u>\$16,860.00</u>

PLEASE MAKE CHECKS PAYABLE TO:
SEND TO:

C/O:

JOHNSON COUNTY TREASURER
2 NORTH MAIN STREET
CLEBURNE, TEXAS 76033
PRECINCT 2 ROAD & BRIDGE

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

City of Cresson Road List 2017

1) Lancaster Street	308 Feet	\$16,860.00
	Total	\$16,860.00

3485

CITY OF CRESSON
P.O. BOX 619 PH. 817-398-4728
CRESSON, TX 76035

WELLS FARGO BANK, N.A.
37-65/1119

03/28/2017

PAY TO THE ORDER OF Johnson County Treasurer

\$ 16,860.00

SIXTEEN THOUSAND EIGHT HUNDRED SIXTY & NO/100

DOLLARS

Johnson County Treasurer
2 North Main St.
Cleburne, TX 76033

VOID AFTER 90 DAYS

W.R. Condit
AUTHORIZED SIGNATURE

MEMO

Security Features. Details on back.

⑈003485⑈ ⑆11900659⑆ 9452526750⑈

CITY OF CRESSON

3485

Invoice #	Date	Description	Account	Balance Due	Amount Paid
		FM 917	Road & Street Repairs	0.00	16,860.00
Date:	03/28/2017	Paid To: Johnson County Treasurer	Check #:	03485	\$16,860.00

Paid By: City of Cresson