

Commissioners Court

REQUEST FOR AGENDA PLACEMENT FORM

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

SEP 18 2017

SUBMITTED BY: Jerry D. Stringer **TODAY'S DATE: 09-12-2017**

DEPARTMENT: Precinct #3

SIGNATURE OF DEPARTMENT HEAD: Jerry D. Stringer

REQUESTED AGENDA DATE: September 18, 2017

SPECIFIC AGENDA WORDING:

Consideration of Memorandum of Understanding between Johnson County and the City of Burleson for the city to assume maintenance of the following roads and right of ways in Precinct #2 and Precinct #3, effective October 01, 2017:

1. Fox Lane from (then) existing Burleson City Limits to Brooks Road, Pct #3
2. Brooks Road from Fox Lane to County Road 531, Pct #3
3. County Road 531 from Brooks Road to County Road 603, Pct #3
4. County Road 603 from County Road 531 to County Road 529, Pct #3
5. County Road 529 from County Road 603 to County Road 600 (East Renfro) , Pct #3
6. County Road 600 (East Renfro) from County Road 529 to County Road 518, Pct #3
7. County Road 518 from County Road 600 (East Renfro) to the ending point on the east side of South Burleson Blvd, Pct #3
8. County Road 711 from the west side of South Burleson Blvd., to County Road 809, Pct #3
9. County Road 809 from County Road 711 to FM 917, Pct #3
10. County Road 1016 from Hulen Street (formerly known as Shaffstall Road) to CR 914, Pct #2
11. County Road 914 from County Road 1016 to County Road 1021, Pct #2
12. County Road 1016A from County Road 913 to County Road 914A, Pct #2
13. County Road 914A from County Road 1016A to County Road 914, Pct #2
14. County Road 1021 from County Road 914 to (current) existing Burleson City Limits, Pct #2

PERSON(S) TO PRESENT ITEM:

Jerry Stringer, Commissioner, Pct #3
Kenny Howell, Commissioner, Pct #2

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 minutes

PRESENTATION _____

ACTION ITEM: x

WORKSHOP: _____

(Anticipated number of minutes needed to discuss item) **CONSENT:** _____

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: _____ **ISS DEPARTMENT:** _____

AUDITOR: _____ **PURCHASING DEPARTMENT:** _____

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 _____

COURT MEMBER APPROVAL _____ **Date** _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BURLESON, TEXAS, AND JOHNSON COUNTY, TEXAS,
FOR MAINTENANCE OF CERTAIN ROADS WITHIN JOINT JURISDICTION**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into this 18th day of September, 2017, by and between the City of Burleson, Texas, a duly formed and incorporated municipality of the State of Texas, (hereinafter referred to as "City") whose address is 141 W. Renfro Street, Burleson, Texas 76028, and Johnson County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") whose address is 2 N. Main Street, Cleburne, Texas 76033, and hereinafter referred to singularly as a "Party" and referred to collectively as "Parties."

WHEREAS on the 22nd day of August, 1963, the City, by City ordinances, did annex into their City what was then described as the "full width" of the road, being defined in the ordinances as "ten (10) feet on either side of the center of the traveled portion of" the following county roads:

1. Fox Lane from (then) existing Burleson City Limits to Brooks Road,
2. Brooks Road from Fox Lane to County Road 531,
3. County Road 531 from Brooks Road to County Road 603,
4. County Road 603 from County Road 531 to County Road 529,
5. County Road 529 from County Road 603 to County Road 600 (East Renfro),
6. County Road 600 (East Renfro) from County Road 529 to County Road 518,
7. County Road 518 from County Road 600 (East Renfro) to the ending point on the east side of South Burleson Blvd.,
8. County Road 711 from the west side of South Burleson Blvd., to County Road 809,
9. County Road 809 from County Road 711 to FM 917,
10. County Road 1016 from Hulen Street (formerly known as Shaffstall Road) to CR 914
11. County Road 914 from County Road 1016 to County Road 1021
12. County Road 1016A from County Road 913 to County Road 914A
13. County Road 914A from County Road 1016A to County Road 914
14. County Road 1021 from County Road 914 to (current) existing Burleson City Limits; and

WHEREAS the annexation of the above roads failed to include the remaining pavement area on some roads as well as the entire right of way (ditches, signage, etc.) of all of the roadways; and

WHEREAS this division of responsibilities for maintenance has created confusion and difficulty in the maintenance and budgeting for maintenance of these roads and right of ways; and

WHEREAS the Parties are desirous of reaching an agreement regarding the maintenance and oversight of these roads in order to facilitate the orderly development and maintenance of these roadways and right of ways; and

WHEREAS the Parties find this MOU is necessitated by the unforeseen and unique consequences of the 1963 annexation as they concern road and right-of-way maintenance and the terms of agreement reached herein in no way reflect the position of the Parties with respect to the delivery of any other services to the roadways, rights-of-way or adjacent properties.

NOW, THEREFORE, for and in consideration of the provisions and of the covenants and conditions of this MOU, the Parties hereto mutually agree as follows:

1. Purpose. The purpose of this MOU is for the Parties to reach a mutual agreement as to the responsibilities and financial obligations pertaining only to the maintenance of the roads and right of ways listed above in numbers one (1) through fourteen (14) in order to:

- (a) maximize the efficiency and effectiveness of City and County services to the public; and
- (b) avoid duplication of effort, and
- (c) minimize any confusion on the part of the City, County, or their respective residents as to which unit of government is responsible for providing maintenance services to these roads and rights of way.

2. Duration of MOU. This MOU shall remain in full force and effect until such time as the Parties agree to terminate, subject to the following provision:

The Parties agree that the City retains the right to disannex from its city limits all or any portion of these fourteen (14) roads and rights-of-way from its city limits. Should such disannexation occur, the City's maintenance responsibilities under this MOU as to the disannexed roadway (inclusive of its paved areas, rights of way, signage, markers, culverts and bridges) is terminated as of the effective date of the disannexation.

3. Responsibilities.

The City and County agree to the following:

Effective October 01, 2017, the City will assume all responsibility for maintenance of the roads listed above in numbers one (1) through fourteen (14), to include the full width of existing pavement areas, all right of ways on each side of the paved areas, all signage, markers, culverts, and bridges.

4. General Provisions.

A. Amendments. This MOU shall not be modified or amended except by written instrument executed by the duly authorized representatives of both Parties approved by the County Commissioners Court and the City Council.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. Venue of any dispute or matter arising under this MOU shall lie in the District Courts of Johnson County, Texas.

C. Entirety of MOU. This MOU represents the entire agreement between the Parties and supersedes any and all prior negotiations, representations and agreements, whether written or oral.

D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue to be valid and in full force and effect to the extent possible.

E. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this MOU.

F. Authority. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this MOU on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary resolutions extending authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the City Council and the County Commissioners Court have caused this MOU to be signed and executed on their behalves, and this MOU has been duly attested by the City and County Clerk.

CITY OF BURLESON, TEXAS:

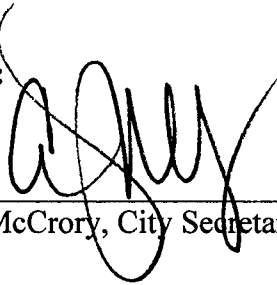


Ken Shetter, Mayor

Date: _____

9/18/17

ATTEST:



Amanda McCrory, City Secretary

JOHNSON COUNTY, TEXAS:



Roger Harmon, County Judge

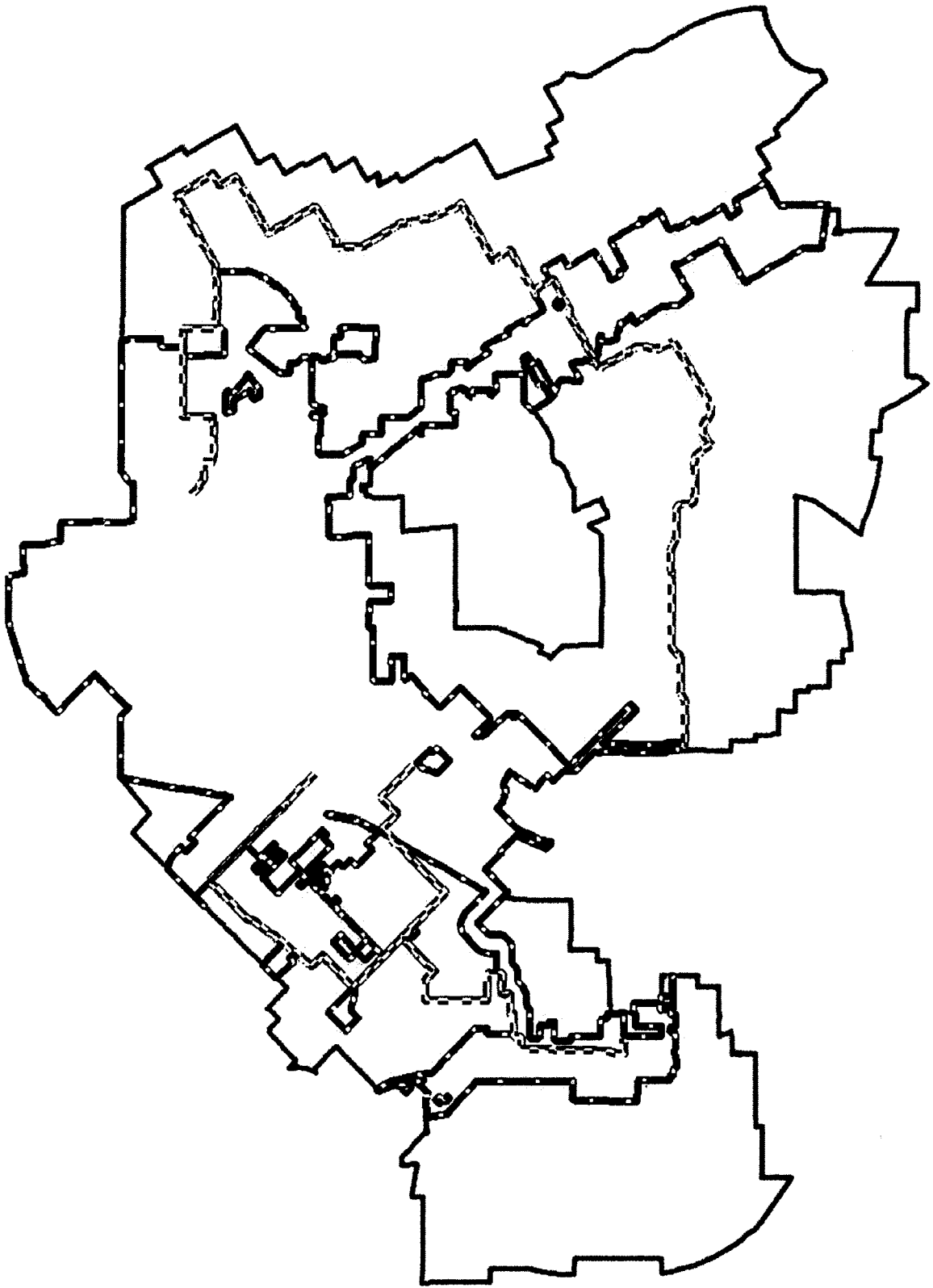
Date: _____

9/18/17

ATTEST:

Becky Ivey
Becky Ivey, County Clerk





Legend

- Strip Annexation
- ▭ City Limit - Burleson
- ▭ ETJ - Burleson