

JUN 14 2021

Approved

REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Kenny Howell **TODAY'S DATE:** 06/01/2021

DEPARTMENT: _____ Commissioner PCT 2

SIGNATURE OF DEPARTMENT HEAD: *Kenny Howell*

REQUESTED AGENDA DATE: _____ June 14, 2021

SPECIFIC AGENDA WORDING:

Consideration to approve an Interlocal agreement with the City of Joshua for Brush-Cutting-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: _____

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 _____, 2021, 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 14 day of June, 2021.



Roger Harmon, Johnson County Judge

Voted: yes, no, abstained



Rick Bailey, Comm. Pct. #1

Voted: yes, no, abstained



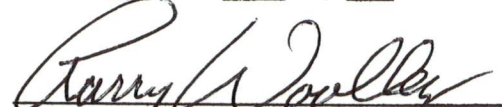
Kenny Howell, Comm. Pct. #2

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

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 # CC06142021_PCT2

INVOICE DATE: APRIL 7, 2021

Roads		Sub-Total
Material		\$ 0.00
Equipment and Labor		\$ 3800.00
Hauling Cost		\$ 0.00
	Total Due	\$ 3800.00

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

It has come to our attention that our software has not been generating invoices for our Interlocal Agreements, so we will begin manually billing effective today. 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 COSTS FOR PRECINCT SERVICES
Approved in Commissioners Court on Monday, April 26, 2021

DATE: April 7, 2021

ROAD NAME: Eddie Street, CR 909 and CR 1023 -Brush Cut Roadways

		\$ AMOUNTS		Qty	
SERVICES:	Basic Labor	\$35.00	per hour	_____	Hr \$0.00
	Culverts (Installation Only)	\$18.00	per foot	_____	Ft \$0.00
MATERIALS:	Concrete for Header Walls	_____	per yard	_____	Yd \$0.00
	CRS-2 Emulsion	\$1.70	per gal.	_____	Gal \$0.00
	D-Rock	\$8.50	per ton	_____	Ton \$0.00
	Flex Base, Grade 2	\$4.15	per ton	_____	Ton \$0.00
	Grade #4 Rock	\$18.00	per ton	_____	Ton \$0.00
	Hot Mix Asphalt	\$58.00	per ton	_____	Ton \$0.00
	Total Materials:				
HAULING:	Hauling	\$3.00	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
	Brush cutter w/operator	\$76.00	per hour	50	Hr \$3,800.00
	Chip spreader w/operator	\$105.00	per hour	_____	Hr \$0.00
	Compactor w/operator	\$76.00	per hour	_____	Hr \$0.00
	Dura patcher 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	_____	Hr \$0.00
SPREAD BASE	Motor grader [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	_____	Hr \$0.00
	Water truck w/ operator	\$76.00	per hour	_____	Hr \$0.00
	Wood Chipper w/ operator	\$105.00	per hour	_____	Hr \$0.00
					\$3,800.00

PLEASE MAKE CHECKS PAYABLE TO:
PLEASE MAIL TO:

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

INVOICE #ADJUSTED TO THE DATE TO BE PRESENTED TO JOHNSON COUNTY COMMISSIONERS COURT

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

City of Joshua

**Eddie Street, CR 909 and CR 1023 within City of Joshua's Jurisdiction
Brush-cutting by Johnson County Precinct 2**

Total Cost

\$ 3800.00

CITY OF JOSHUA - GENERAL REVENUE

WARRIATA BANK N.A.

101 S. MAIN ST.
JOSHUA, TX 76054
(817) 556-7447

40606

DAY

DATE

DATE

DATE

JOHNSON COUNTY TREASURER

101 S. MAIN ST.

JOSHUA, TX 76054

AUTHORIZED SIGNATURE



CITY OF JOSHUA - GENERAL REVENUE

44340

CUSTOMER JOHNSON COUNTY TREASURER

DATE 6/3/2021

CHECK # 44340

Transit # Date Transit Description Amount
000012021_6/7/2021 JOHNSON COUNTY TREASURER 3000.00

A Actual Check has
been sent to
the service office

PRINTED ON RECYCLED PAPER USE WITH A RECYCLED ENVELOPE

PRINTED IN USA

00001 01000100 12/17/2020 49.71 1019

STATE OF TEXAS §

COUNTY OF JOHNSON §

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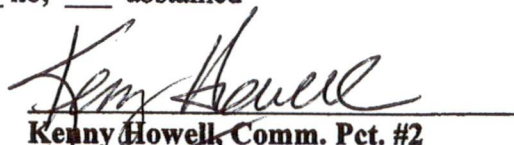
Roger Harmon, Johnson County Judge

Voted: yes, no, abstained



Rick Bailey, Comm. Pct. #1

Voted: yes, no, abstained



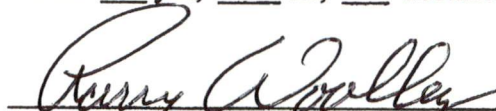
Kenny Howell, Comm. Pct. #2

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



RICK BAILEY
Commissioner Pct. #1

ROGER HARMON
County Judge

Mike White
Commissioner Pct.#3

KENNY HOWELL
Commissioner Pct. #2

Paula Reid
Assistant to Commissioner's Court

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:

Brush Cut Eddie Street and the County Roads of CR 909 and 1023 within their jurisdiction

The location of the project is:

City of Joshua

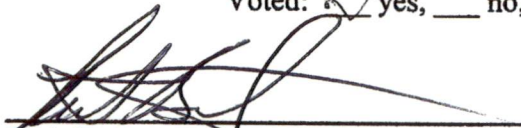
THEREFORE, the Commissioners Court of Johnson County, Texas hereby approves the above referenced project as required by Section 791.014, Texas Government Code.

Executed on the 14 day of June, 2021.



Roger Harmon, Johnson County Judge

Voted: yes, ___ no, ___ abstained



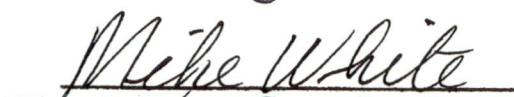
Rick Bailey, Comm. Pct. #1

Voted: ___ yes, ___ no, ___ abstained



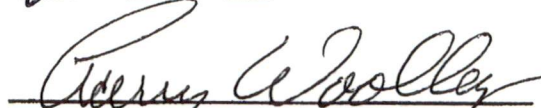
Kenny Howell, Comm. Pct. #2

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

