

# REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Kenny Howell

TODAY'S DATE: 05/18/2022

DEPARTMENT: \_\_\_\_\_

Commissioner PCT 2

COMMISSIONERS COURT

SIGNATURE OF DEPARTMENT HEAD: \_\_\_\_\_

Kenny Howell

JUN 13 2022

REQUESTED AGENDA DATE: \_\_\_\_\_

06/13/2022

**Approved**

## SPECIFIC AGENDA WORDING:

Consideration to approve Agreement for Road Construction and Repair with Bent Creek Farms Home Owners Association (HOA), Consideration to Approve Commissioners Court Approval of Agreement Project, Consideration to Accept Payment of \$10,688.00 from Bent Creek Farms Home Owners Association and Consideration to Accept the Roads in Bent Creek Farms Subdivision for County Maintenance Program upon Completion of Precinct 2 Bringing Roads up to the County Standards-Precinct 2 Road and Bridge

PERSON(S) TO PRESENT ITEM: \_\_\_\_\_

Kenny Howell

Commissioner PCT 2

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: \_\_\_\_\_

10 Min.

ACTION ITEM: \_\_\_\_\_

(Anticipated # of minutes needed to discuss item)

WORKSHOP: \_\_\_\_\_

CONSENT: \_\_\_\_\_

EXECUTIVE: \_\_\_\_\_

STAFF NOTICE: \_\_\_\_\_

COUNTY ATTORNEY: \_\_\_\_\_

ISS DEPARTMENT: \_\_\_\_\_

AUDITOR: \_\_\_\_\_

PURCHASING \_\_\_\_\_

PERSONNEL: \_\_\_\_\_

DEPT: \_\_\_\_\_

BUDGET COORDINATOR \_\_\_\_\_

PUBLIC WORKS: \_\_\_\_\_

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 §

**AGREEMENT FOR ROAD CONSTRUCTION AND REPAIR**

This Agreement is made and entered into on the 13<sup>th</sup> day of June, 2022, by Johnson County, Texas, through its Commissioners Court and the Bent Creek Farms Home Owners Association (hereinafter referred to as “HOA”) for the purpose of road construction and repair in Johnson County, Texas and within the subdivision.

Therefore the parties agree as follows:

1. Total charges for this Agreement are detailed on Attachment A-“Schedule of Standard Charges for 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, HOA 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 HOA 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 HOA.

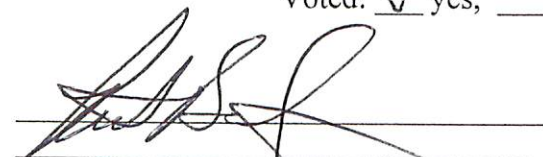
9. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.
10. In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto 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 13<sup>th</sup> day of June, 2022.



**Roger Harmon, Johnson County Judge**

Voted:  yes,  no,  abstained



**Rick Bailey, Comm. Pct. #1**

Voted:  yes,  no,  abstained

abstained

\_\_\_\_\_

**Kenny Howell, Comm. Pct. #2**

Voted:  yes,  no,



**Mike White, Comm. Pct. #3**

Voted:  yes,  no,  abstained

abstained



**Larry Woolley, Comm. Pct. #4**

Voted:  yes,  no,

ATTEST: \_\_\_\_\_



**Authorized Official of HOA**

Randall A. Haynes

**Printed Name of Authorized Official**

HOA President

**Title of Authorized Official**

  
**Becky Ivey, County Clerk**



**ATTACHMENT A  
JOHNSON COUNTY, TEXAS  
SCHEDULE OF COSTS FOR PRECINCT SERVICES  
Approved in Commissioners Court on Monday, June 13, 2022**

**DATE:** March 10, 2022

**ROAD NAME:** Bent Creek Farms Subdivision

		\$			Qty		
		AMOUNTS					
<b>SERVICES:</b>	Basic Labor	\$35.00	per hour		Hr		\$0.00
<b>MATERIALS:</b>	Concrete for Header Walls		per yard		Yd		\$0.00
	CRS-2 Emulsion	\$2.12	per gal.	2900	Gal		\$6,148.00
	D-Rock	\$11.00	per ton	105	Ton		\$1,155.00
	Flex Base, Grade 2	\$5.00	per ton	1	Ton		\$5.00
	Hot Mix Asphalt	\$61.00	per ton		Ton		\$0.00
	<b>Total Materials:</b>						
<b>HAULING:</b>	Hauling	\$3.00	per mile		Mi.		\$0.00
	Haul off Brush Loads		6T per Ld		Ld.		\$0.00
<b>EQUIPMENT:</b>	<b>Minimum charge -- 4 hours</b>						
	Backhoe w/ operator	\$76.00	per hour		Hr		\$0.00
Dump, F750's,	Bobtails w/operator	\$67.00	per hour	16	Hr		\$1,072.00
	Broom w/ operator	\$76.00	per hour	2	Hr		\$152.00
	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	2	Hr		\$152.00
	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/operator	\$105.00	per hour		Hr		\$0.00
	Pickups w/ operator	\$47.00	per hour	8	Hr		\$376.00
	Reclaimer w/ operator	\$155.00	per hour		Hr		\$0.00
	Roller w/ operator	\$76.00	per hour	4	Hr		\$304.00
	Track machine w/ operator	\$126.00	per hour		Hr		\$0.00
16,26,27,35,37	Truck w/ operator	\$76.00	per hour	2	Hr		\$152.00
	Water truck w/ operator	\$76.00	per hour		Hr		\$0.00
	Wood Chipper w/ operator	\$105.00	per hour		Hr		\$0.00
							\$10,688.00

**PLEASE MAKE CHECKS PAYABLE TO:  
PLEASE MAIL TO:**

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

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

**Bent Creek Farms Subdivision HOA**

**Chip-seal of roadways within the Bent Creek Farms Subdivision by Johnson County Precinct 2 for the purpose of bringing the roads up to the Johnson County specification so that they may be accepted into the County Maintenance Program.**

**Total Cost**

**\$10,688.00**