

REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Mike White

TODAY'S DATE: 6/21/2022

DEPARTMENT: Precinct 3

COMMISSIONERS COURT

SIGNATURE OF DEPARTMENT HEAD: _____



JUN 27 2022

REQUESTED AGENDA DATE: 6/27/2022

SPECIFIC AGENDA WORDING:

Revised Interlocal Agreement with City of Venus and Precinct 3 to rebuild .8 mile section of CR 620. (This Agreement Replaces and Supersedes the June 13, 2022 Agreement)

Denied

PERSON(S) TO PRESENT ITEM:

Commissioner Mike White

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 minutes
(Anticipated number of minutes needed to discuss item)

ACTION ITEM: ✓
WORKSHOP:
CONSENT:
EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:

IT 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: _____

§
STATE OF TEXAS §
COUNTY OF JOHNSON §

INTERLOCAL AGREEMENT – JOHNSON COUNTY AND CITY OF VENUS

REBUILDING PORTION OF COUNTY ROAD 620

(Replacing and Superseding June 13, 2022 Agreement)

This agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon's Texas Code Annotated, by Johnson County, Texas, through its Commissioner's Court and **City of Venus, Texas** (hereinafter "City") for the purpose of **rebuilding a .8 mile section of County Road 620** in Johnson County, Texas (hereinafter "County" or "Johnson County") and within the corporate limits of the City. This Agreement **replaces and supersedes in its entirety** the Agreement between the City of Venus and Johnson County approved and executed by Johnson County on June 13, 2022 for the rebuilding of a section of County Road 620 in Johnson County, Texas.

Therefore the parties agree as follows:

1. The **cost of the work** is set forth in **Attachment A** which is attached hereto and incorporated herein. The description of the work Johnson County will perform is further described in **Attachment B** which is attached hereto and incorporated herein.
2. Total charges for this Agreement are detailed on **Attachment A-"Schedule of Standard Charges for Interlocal Agreements."**
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
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 Texas 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. 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 to the extent allowed by Texas Constitution and law.
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 both 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 prices, fees and costs charged by Johnson County may be adjusted by Johnson County to a rate sufficient to compensate Johnson county for increases in fuel or material costs. Said adjustment based on the cost of replacing the fuel or material ordered by Johnson County following the use or consumption of the fuels or materials in providing services to City. To adjust or compensate for inflation following the approval of this agreement by Johnson County if actual increased cost are unable to be determined then the amount to be paid by City may at the discretion of Johnson County be adjusted according to the data utilized by the U.S. Governments Bureau of Labor Statistics in calculating the Consumer Price Index.
13. 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.

This Agreement becomes effective upon execution by all of the parties hereto.

City of Venus:

By: James L. Burgess
James L. Burgess, Mayor

Date: 06-21-2022

Attest: Callie Green
Callie Green, City Secretary

Johnson County:

Date: 6-27-2022

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 or
Deputy County Clerk

ATTACHMENT A

JOHNSON COUNTY, TEXAS
SCHEDULE OF COSTS FOR PRECINCT SERVICES (page 1 of 3)
Rates Approved in Commissioners Court on 9/9/2019

DATE: 6/16/2022
TO: City of Venus
Attn:
Address:
City, State, Zip: Venus, Texas
PROJECT: Location of Project County Road 620
Quote for Rebuild of C.R.620 - Prices may change to compensate for inflation
if the price of CRS-2 TR Liquid Asphalt, or Stabilizer goes up in cost

SERVICES: Basic Labor and as described above

DATE QUOTE EXPIRES: 9/30/2022
City of Venus
Venus, Tx. 76084
C.R. 620 (.8 Miles of road)

Replace (1) culvert in curve going back towards Hwy 157 to make it wider for future traffic flow
SERVICES: Basic Labor and as described above

\$35.00 per hour	2 Men x 28 hours	\$1,960.00
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Total Services Cost:	\$1,960.00
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MATERIALS:

Road Base	\$10.00 per ton	x 3379.00 tons	\$33,790.00
Grade #4 Rock	\$28.00 per ton	x 175.00 tons	\$4,900.00
Pea Gravel	\$8.00 per ton	x 0 tons	\$0.00
MC-30 Prime	\$3.99 per gallon	x 1,690 gallons	\$6,743.10
CRS-2 TR Liquid Asphalt	\$3.25 per gallon	x 4,320 gallons	\$14,040.00

SCHEDULE OF COSTS FOR PRECINCT SERVICES (page 2 of 3)

Hot Mix Asphalt	\$58.00 per ton	x 0 tons	\$0.00
P2 Stabilizer	\$2.70 per gallon	x 17,042 gallons	\$46,013.40
Spread Fee	\$300.00 per truck	x 0 trucks	\$0.00
Buying New Culvert	\$37.11 per foot	x 40 feet	\$1,484.40
Culvert Install (road base)	\$18.00 per foot	x 40.00 feet	\$720.00
Concrete for Header Wall	\$0.00 per yard	x 0 yards	\$0.00
Signage and Hardware	\$8.00 all sign & hardware	Total Signage:	\$456.23
Crack Sealer Poly Flex 3	\$16.56 per box	x 0 boxes	\$0.00
Herbicide Spray	\$0.00 per quart	x 0 quarts	\$0.00
Total Materials Cost:			\$108,147.13

HAULING:

Hauling (Round Trip)	\$3.00 per mile	x 5,480 miles	\$16,440.00
Total Hauling Cost:			\$16,440.00

EQUIPMENT:

Minimum charge – 2 hours

Truck w/ operator	\$76.00 per hour	4 oprtr x 118 hours	\$35,872.00
Loader w/ operator	\$83.00 per hour	1 oprtr x 4 hours	\$332.00
Track machine w/ operator	\$126.00 per hour	0 oprtr x 0 hours	\$0.00
Durapatcher w/ 2 operators	\$105.00 per hour	0 oprtr x 0 hours	\$0.00
Distributor w/ operator	\$105.00 per hour	1 oprtr x 46 hours	\$4,830.00
Water truck w/ operator	\$76.00 per hour	1 oprtr x 130 hours	\$9,880.00

SCHEDULE OF COSTS FOR PRECINCT SERVICES (page 3 of 3)

Bobtail w/ operator	\$67.00 per hour	5 oprtr x 3.5 hours	\$1,172.50
Backhoe w/ operator	\$76.00 per hour	0 oprtr x 0 hours	\$0.00
Roller (Compactor) w/ oprtr	\$76.00 per hour	2 oprtr x 130 hours	\$19,760.00
Motorgrade (Blade)w/oprtr	\$105.00 per hour	1 oprtr x 130 hours	\$13,650.00
Reclaimer w/ operator	\$155.00 per hour	1 oprtr x 30 hours	\$4,650.00
Gradall w/ operator	\$105.00 per hour	0 oprtr x 0 hours	\$0.00
Sign Truck w/ operator	\$47.00 per hour	1 oprtr x 4 hours	\$188.00
Pickups w/ operator	\$47.00 per hour	2 oprtr x 130 hours	\$12,220.00
Broom w/ operator	\$76.00 per hour	1 oprtr x 5 hours	\$380.00
Excavator w/ operator	\$76.00 per hour	1 oprtr x 10 hours	\$760.00
Chip spreader w/ operator	\$105.00 per hour	1 oprtr x 3 hours	\$315.00
Brushcutter w/ operator	\$76.00 per hour	1 oprtr x 20 hours	\$1,520.00
Crack Sealer w/ operator	\$105.00 per hour	0 oprtr x 0 hours	\$0.00
Wood Chipper w/ operator	\$105.00 per hour	0 oprtr x 0 hours	\$0.00
Total Equipment Cost:			\$105,529.50
GRAND TOTAL:			\$232,076.63

NOTES / SPECIAL CONDITIONS

Please make checks payable to: Johnson County, Texas

Please mail to:
Johnson County Treasurer
2 North Main Street
Cleburne, Texas 76033

ATTACHMENT B

Description of Work

Johnson County will rebuild a .8 mile section of County Road 620 between County Road 502 and FM 157. Said rebuild will include utilization of P2 Stabilizer, primer, cover stone (#4 chip rock), road base and replacement of a culvert.