

**AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

**Date:** 01/18/2024  
**Meeting Date:** 02/12/2024  
**Submitted By:** Rick Bailey  
**Department:** Road and Bridge-Precinct 1  
**Signature of Elected Official/Department Head:**  
\_\_\_\_\_

**Court Decision:**  
This section to be completed by County Judge's Office



**February 12, 2024**

**Description:**  
Consider and Approve Interlocal Agreement for Road Construction and Repair  
with the City of Cleburne to Repair County Road 1009 near the Railroad  
Crossing while also Replacing Three Culverts in Cleburne, Johnson County,  
Texas-Precinct 1

Consider and Approve Commissioners Court Approval for Interlocal Agreement  
Project to Repair County Road 1009 near the Railroad Crossing while also  
Replacing Three Culverts in Cleburne, Johnson County, Texas-Precinct 1

(May attach additional sheets if necessary)

**Person to Present:** Rick Bailey

(Presenter must be present for the item unless the item is on the Consent Agenda)

**Supporting Documentation:** (check one)     PUBLIC     CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

**Estimated Length of Presentation:** 3 minutes

**Session Requested:** (check one)

Action Item     Consent     Workshop     Executive     Other \_\_\_\_\_

**Check All Departments That Have Been Notified:**

County Attorney     IT     Purchasing     Auditor  
 Personnel     Public Works     Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please List All External Persons Who Need a Copy of Signed Documents  
In Your Submission Email**

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 12 day of February, 2024, by Johnson County, Texas, through its Commissioners Court and the City of Cleburne 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 repair County Road 1009 near the railroad crossing while also replacing (3) culverts in Cleburne, Johnson County Texas.**
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.


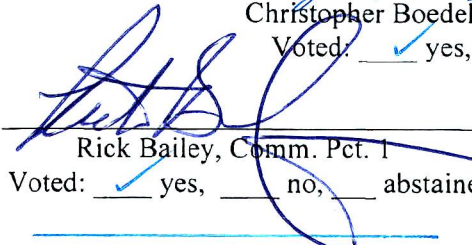


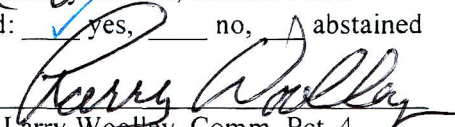
Payment is to be made to:

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 anytime, 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 12<sup>th</sup> day February, 2024.

 _____ Christopher Boedeker, Johnson County Judge Voted: <input checked="" type="checkbox"/> yes, <input type="checkbox"/> no, <input type="checkbox"/> abstained	 _____ Rick Bailey, Comm. Pct. 1 Voted: <input checked="" type="checkbox"/> yes, <input type="checkbox"/> no, <input type="checkbox"/> abstained	 _____ Kenny Howell, Comm. Pct. 2 Voted: <input checked="" type="checkbox"/> yes, <input type="checkbox"/> no, <input type="checkbox"/> abstained
 _____ Mike White, Comm. Pct. 3 Voted: <input type="checkbox"/> yes, <input type="checkbox"/> no, <input type="checkbox"/> abstained	 _____ Larry Woolley, Comm. Pct. 4 Voted: <input checked="" type="checkbox"/> yes, <input type="checkbox"/> no, <input type="checkbox"/> abstained	

Attest:

  
 \_\_\_\_\_  
 COUNTY CLERK



  
 \_\_\_\_\_  
 AUTHORIZED OFFICIAL OF CITY

ATTACHMENT A  
 Schedule of Standard Charges for Interlocal Agreements  
 Johnson County, Texas

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

**DATE:** February 12, 2024

**ROAD NAME:** County Road 1009

		\$ AMOUNTS			
<b>SERVICES:</b>	Basic Labor	2 Flaggers	\$ 1,804.80	per hour	
	Culverts (installation only)		\$ -	per foot	
<b>MATERIALS:</b>	Concrete for Header Walls	20 yards	\$ 3,500.00	per yard	
	Crack-Sealing Product		\$ -	per xxx	
	CRS-2 Emulsion		\$ -	per gal.	
	Cold Mix	25 tons	\$ 2,150.00	per ton	
	Materials at Market Price	Culverts (varied sizes)	3	\$ 1,825.95	Each
		D-Rock		\$ -	per ton
		Flex Base	100 tons	\$ 765.00	per ton
		Grade #4 Rock		\$ -	per ton
		Hot Mix Asphalt			per ton
		Pea Gravel		\$ -	per ton
		Prime- MC 30		\$ -	per gal.
		Signage & Hardware		\$ -	Each
	<b>HAULING:</b>	Hauling		\$ 187.92	per mile
<b>EQUIPMENT:</b>	<b>Minimum charge -- 2 hours</b>				
	Backhoe w/operator	32 hours	\$ 2,918.40	per hour	
	4 Bobtails w/operator	32 hours	\$ 10,291.20	per hour	
	Broom w/operator		\$ -	per hour	
	Brushcutter w/operator		\$ -	per hour	
	Chip spreader w/operator		\$ -	per hour	
	Compactor w/operator		\$ -	per hour	
	Crack Sealer w/operator		\$ -	per hour	
	Distributor w/operator		\$ -	per hour	
	Durapatcher w/ 2 operators		\$ -	per hour	
	Excavator w/operator		\$ -	per hour	
	Gradall w/operator		\$ -	per hour	
	Loader w/operator		\$ -	per hour	
	Motorgrader		\$ 4,032.00		
	[Blade]w/operator	32 hours		per hour	
	Pickups w/operator		\$ -	per hour	

Reclaimer w/operator		\$	-	per hour
Roller w/operator		\$	-	per hour
Track machine w/operator		\$	-	per hour
Truck w/operator		\$	-	per hour
Water truck w/ operator	32 hours	\$	2,918.40	per hour
Woodchipper w/operator		\$	-	per hour

TOTAL: \$ 30,393.67

**PLEASE MAKE CHECKS PAYABLE TO: JOHNSON COUNTY TREASURER**

**PLEASE MAIL TO: JOHNSON COUNTY TREASURER  
2 NORTH MAIN STREET  
CLEBURNE, TEXAS 76033**