

**AGENDA PLACEMENT FORM**

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

Date: 04/21/2025Meeting Date: 04/28/2025Submitted By: Commissioner Larry WoolleyDepartment: Precinct 4 - Road and Bridge

Signature of Elected Official/Department Head:

**Court Decision:**

This section to be completed by County Judge's Office



4-28-25

**Description:**

Consideration of Interlocal Agreement for Road Repair with City of Venus,  
Johnson County Texas.

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(May attach additional sheets if necessary)

Person to Present: Commissioner Larry Woolley

(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: \_\_\_\_\_ 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**

Approved in CC on 9/11/2023

STATE OF TEXAS           §  
   §  
COUNTY OF JOHNSON   §

**INTERLOCAL AGREEMENT FOR ROAD REPAIR**

This Agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon's Texas Code Annotated, on the 28 day of April 2025, by Johnson County, Texas, through its Commissioners Court and the City of Venus, Texas (hereinafter referred to as "City") for the purpose of **Reclaim, Haul Base, Stabilize and Chip Seal on County Road 109 (800 feet) from Harley Meadows Circle to County Maintenance Sign Begins, within the City Limits Venus** 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 Reclaim, Haul Base, Stabilize and Chip Seal County Road 109 (800 feet) from Harley Meadows Circle to County Maintenance Sign Begins, within the City Limits of Venus, 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 workman like 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.

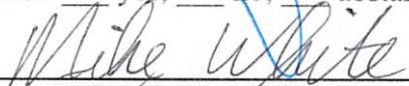
Executed in multiple originals on the 28<sup>th</sup> day April, 20 25

  
Christopher Boedeker, Johnson County Judge

Voted: ☒ yes, ☐ no, ☐ abstained

  
Rick Bailey, Comm. Pct. #1

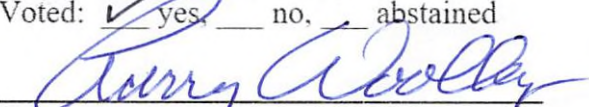
Voted: ☒ yes, ☐ no, ☐ abstained

  
Mike White, Comm. Pct. #3

Voted: ☒ yes, ☐ no, ☐ abstained

  
Kenny Howell, Comm. Pct. #2

Voted: ☒ yes, ☐ no, ☐ abstained

  
Larry Woolley, Comm. Pct. #4

Voted: ☒ yes, ☐ no, ☐ abstained

ATTEST:   
COUNTY CLERK

  
AUTHORIZED OFFICIAL OF CITY





**ATTACHMENT A**

Johnson County, Texas

**JOHNSON COUNTY, TEXAS**

**SCHEDULE OF COSTS FOR PRECINCT SERVICES - Approved CC 01/13/25**

MATERIALS:	P2 Emulson - CWE-2	\$3.29	per gallon		1500	gal					\$4,935.00	\$4,935.00
	Flex Base	\$7.90	per ton		625	tons					\$4,937.50	\$4,937.50
	Grade #4 Rock	\$40.00	per ton		60	tons					\$2,400.00	\$2,400.00
	P2 Stabilizer	\$2.96	per gallon		4200	gal					\$12,432.00	\$12,432.00
	** Note: Materials are actual cost to County If Price Has Increased.											
	Total Materials:											\$24,704.50
	Hauling	\$4.14	per mile	x	2240	miles					\$9,273.60	\$9,273.60
HAULING:	Truck Operator	\$104.88	per hour	x	34	hours					\$3,565.92	\$3,565.92
	Total Hauling:											\$12,839.52
	Minimum charge - 4 hours											
EQUIPMENT:	Bobtails w/operator	\$92.46	per hour	x	12	hours					\$1,109.52	\$1,109.52
	Broom w/ operator	\$104.88	per hour	x	4	hours					\$419.52	\$419.52
	Chip spreader W/operator	\$144.90	per hour	x	4	hours					\$579.60	\$579.60
	Compactor w/operator	\$104.88	per hour	x	20	hours					\$2,097.60	\$2,097.60
	Distributor w/ operator	\$144.90	per hour	x	10	hours					\$1,449.00	\$1,449.00
	Motorgrader w/operator	\$144.90	per hour	x	20	hours					\$2,898.00	\$2,898.00
	Pickup w/ operator	\$64.86	per hour	x	8	hours					\$518.88	\$518.88
	Reclaimer w/ operator	\$213.90	per hour	x	10	hours					\$2,139.00	\$2,139.00
	Roller w/ operator	\$104.88	per hour	x	20	hours					\$2,097.60	\$2,097.60
	Water truck w/ operator	\$104.88	per hour	x	20	hours					\$2,097.60	\$2,097.60
	Total Equipment:											\$15,406.32