

**AGENDA PLACEMENT FORM**

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

**Date:** 03/04/2026

**Meeting Date:** 03/23/2026

**Submitted By:** Commissioner Larry Woolley

**Department:** Precinct 4 - Road and Bridge

**Signature of Elected Official/Department Head:**  
\_\_\_\_\_

<b>Court Decision:</b> <small>This section to be completed by County Judge's Office</small>


**Description:**

Consideration of Interlocal Agreement for Road Repair with Ellis County,  
Precinct 4, 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**

**INTERLOCAL AGREEMENT FOR ROAD REPAIR**

This Agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon’s Texas Code Annotated, by Johnson County, Texas, through its Commissioners Court (hereinafter referred to as “Johnson”) and Ellis County, Texas through its Commissioners Court, (hereinafter referred to as “Ellis”) for the purpose of road repair on Forbes Road in Johnson County from FM South 157 to the Ellis County line.

Therefore, the parties agree as follows:

1. Total charges for this Agreement are detailed on Attachment A
2. Ellis will perform a Rehabilitate/Reclaim Process with a 6” to 8” subgrade base as needed and compacted to make ready for a 2 coarse chip seal roadway surface finish. Ellis will provide a Limestone aggregate for the 1st course of chip seal, and light weight aggregate for the 2<sup>nd</sup> course of chip seal. The Rehabilitate/Reclaim process will be performed on Forbes Road in Johnson County (approximately 700 ft.) from FM South 157 to the Ellis County Line.
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 Ellis County, Texas.

Payment is to be made to:  
Ellis County Treasurer’s Office  
101 W Main ST. Ste 203  
Waxahachie, Texas 75165


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 Ellis’ usual practice in said work to be performed. Ellis shall be in charge of all control, procedures, means, coordination, and final inspection of this Agreement in regard 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 Ellis to incur additional liability other than liability it would have under the law without this Agreement
8. This Agreement represents the entire and integrated agreement between Johnson and Ellis 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 and Ellis.

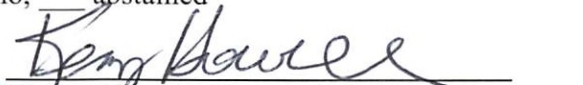
9. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.
10. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto 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, Ellis 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.

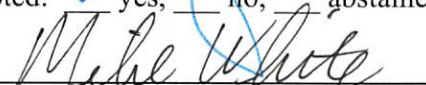
**JOHNSON COUNTY:**

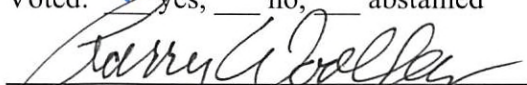
Executed on the 23<sup>rd</sup> day March, 2026.


  
\_\_\_\_\_  
**Christopher Boedeker, 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:   
\_\_\_\_\_  
**April Long, County Clerk**



**ELLIS COUNTY:**

Executed on the \_\_\_\_ day \_\_\_\_\_, 2026.

\_\_\_\_\_  
**John Wray, Ellis County Judge**

Voted: \_\_\_\_ yes, \_\_\_\_ no, \_\_\_\_ abstained

\_\_\_\_\_  
**Randy Stinson Comm. Pct. #1**

Voted: \_\_\_\_ yes, \_\_\_\_ no, \_\_\_\_ abstained

\_\_\_\_\_  
**Lane Grayson, Comm. Pct. #2**

Voted: \_\_\_\_ yes, \_\_\_\_ no, \_\_\_\_ abstained

\_\_\_\_\_  
**Louis Ponder, Comm. Pct. #3**

Voted: \_\_\_\_ yes, \_\_\_\_ no, \_\_\_\_ abstained

\_\_\_\_\_  
**Kyle Butler, Comm. Pct. #4**

Voted: \_\_\_\_ yes, \_\_\_\_ no, \_\_\_\_ abstained

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

**Krystal Valdez, County Clerk**

## ATTACHMENT A

Ellis will perform a Rehabilitate/Reclaim Process with a 6” to 8” subgrade base as needed and compacted to make ready for a 2 coarse chip seal roadway surface finish. Ellis will provide a Limestone aggregate for the 1st course of chip seal, and light weight aggregate for the 2<sup>nd</sup> course of chip seal. The Rehabilitate/Reclaim process will be performed on Forbes Road in Johnson County (approximately 700 ft.) from FM South 157 to the Ellis County Line.

700 feet x 22 feet = 1,711 SF

**Total Cost: \$14,375.00**