

ORDINANCE NO. 25-2223

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A INTERLOCAL COOPERATION AGREEMENT WITH DENTON COUNTY, TEXAS, FOR THE CITY TO PROVIDE UTILITY RELOCATIONS, INSPECTIONS, AND CONSTRUCTION OF A SIGNAL AND ROADWAY WIDENING AT CLEVELAND GIBBS ROAD AT ROBSON RANCH ROAD AND COUNTY TO REIMBURSE THE CITY; PROVIDING FOR THE EXPENDITURE OF FUNDS IN THE NOT-TO-EXCEED AMOUNT OF \$2,800,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Denton County (the “County”) and the City of Denton (the “City”) mutually desire to enter into an agreement to provide utility relocations, inspections, and construction of a signal and roadway widening at Cleveland Gibbs road at Robson Ranch Road (the “Project”), located entirely in the municipal limits of the City and Denton County Commissioner Precinct #1; and

WHEREAS, the estimated cost of completion for the Project is Two Million Eight Hundred Thousand and no/100 Dollars (\$2,800,000.00), with the County agreeing to contribute an amount which shall not exceed Two Million Eight Hundred Thousand and no/100 Dollars (\$2,800,000.00), based on current available funding, toward satisfactory completion of the Project; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the “Act”), provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and City value the timely completion of the Project which involves roads which are an integral part of the County’s road system, and are undertaking the Project to facilitate safe travel on an improved roadway; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or their designated representative, is hereby authorized to execute the written contract which is attached hereto and incorporated herein as **Exhibit “A”**.

SECTION 3. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 4. The City Council hereby authorizes the expenditure of funds therefore in the amount and in accordance with the written contract attached hereto and incorporated herein as **Exhibit “A”**.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____ . The ordinance was passed and approved by the following vote [____ - ____]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At-Large Place 5	_____	_____	_____	_____
Jill Jester, At-Large Place 6	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:

INGRID REX, CITY SECRETARY

APPROVED AS TO LEGAL FORM:



MACK REINWAND, CITY ATTORNEY

EXHIBIT “A”

Interlocal Cooperation Agreement

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE CITY OF DENTON, TEXAS**

THIS AGREEMENT is made, entered into and executed by and between Denton County, Texas (“the County”), a duly organized political subdivision of the State of Texas; and the City of Denton, Texas (“the City”), a duly organized political subdivision of the State of Texas. The County and the City are collectively referred to herein as “the Parties.”

WHEREAS, the County and the City mutually desire to enter into this Agreement to provide utility relocations, inspections, and construction of a signal and roadway widening at Cleveland Gibbs Road at Robson Ranch Road, located entirely in the municipal limits of the City and the Town of Northlake and Denton County Commissioner Precinct #4, hereinafter “the Project”; and

WHEREAS, the City is constructing the Project and the estimated cost of completion for the Project is TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000.00), with the County agreeing to contribute an amount which shall not exceed TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000.00), based on current available funding, toward satisfactory completion of the Project, and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the City value the timely completion of the Project which involves roads which are an integral part of the County’s road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway;

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the City upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the City hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function

or service that each party is authorized to perform individually, and in accordance with Section 791.011(d)(3) of the Act, the County is paying for the performance of governmental functions and services from current revenues available to the paying party.

II.

The County and the City hereby agree that the scope of the Project for the City shall be to provide utility relocations, inspections, and construction of a signal and roadway widening at Cleveland Gibbs Road at Robson Ranch Road, at an estimated cost of TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000.00), with the County agreeing to contribute an amount which shall not exceed TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000.00), based on current available funding, toward satisfactory completion of the Project. The Project is located entirely within the municipal limits of the City and Denton County Commissioner Precinct #4.

III.

The County hereby agrees to contribute an amount which shall not exceed TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The City agrees to provide all utility relocations, inspections, construction, and maintenance of the Project. The City shall timely provide the County with all invoices and requested documentation in an amount which shall not exceed TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000.00).

V.

This exchange of funding and in-kind services between the County and the City is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the City proceeds with the completion of the Project, the City shall submit all invoices for reimbursement to the Denton County Auditor, Mr. Jeff May, 1 Courthouse Drive, Suite 2000, Denton, Texas 76208, c/o Mr. John Polster, Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234. The City shall submit invoices on a monthly basis, and the County shall reimburse the City on a pro rata basis for all approved expenses related to the Project within thirty calendar days of receipt of an invoice from the City, provided that all expenditures are

made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the City shall prepare and complete a full audit of the Project.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the City's representative below, the governing body of the City by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the City.

VIII.

This agreement may be terminated in whole, or in part, by the County or the City upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the City and supersedes all prior negotiations, representations, and agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For City: Sara Hensley, City Manager
City of Denton, Texas
215 E. McKinney Street
Denton, Texas 76201

Copy To: Ingrid Rex, City Secretary
City of Denton, Texas
215 E. McKinney Street
Denton, Texas 76201

Copy To: Mack Reinwand, City Attorney
City of Denton, Texas
215 E. McKinney Street
Denton, Texas 76201

For County: Honorable Andy Eads, Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
andy.eads@dentoncounty.gov
holly.sadlowski@dentoncounty.gov

Copy To: Denton County District Attorney's Office - Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209

X.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall be in Denton County, Texas.

XI.

The City agrees and understands that the City, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the County.

XII.

The City agrees to accept full responsibility for the acts, negligence and omissions of all City employees, agents, subcontractors or contract laborers and for all other persons doing work under a contract or agreement with the City.

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XIV.

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 fullest extent possible.

XV.

The undersigned officers and agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVI.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this _____ day of _____, 2025.

DENTON COUNTY, TEXAS

1 Courthouse Drive, Suite 3100
Denton, Texas 76209

By: _____
Honorable Andy Eads
Denton County Judge
Acting by and on behalf of the authority
of the Denton County Commissioners Court

ATTEST:

By: _____
Denton County Clerk

CITY OF DENTON, TEXAS


215 E. McKinney Street
Denton, Texas 76201

By: _____
Sara Hensley
City Manager of the City of Denton, Texas
Acting by and on behalf of the authority
of the City of Denton, Texas

ATTEST:

By: _____
City Secretary

This agreement has been approved as to legal
form


By: _____
City Attorney

This agreement has been both reviewed and
approved as to operational and business
terms

By: _____
Director of Development Services

COUNTY AUDITOR'S CERTIFICATE

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

Denton County Auditor

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT

Denton County, Texas, acting by and through the Denton County Commissioners Court, hereby gives its specific written approval to the following Project, prior to beginning of the Project in satisfaction of Texas Government Code §791.014. The scope of the Project shall be to provide utility relocations, inspections, and construction of a signal and roadway widening at Cleveland Gibbs Road at Robson Ranch Road, at an estimated cost of completion of TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000.00). The Project shall be located entirely within the municipal limits of the City of Denton and Denton County Commissioner Precinct #4.

The County hereby agrees to contribute an amount which shall not exceed TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the City of Denton, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court

EXHIBIT A: PROJECT EXHIBIT

