

ORDINANCE NO. 25-_____

AN ORDINANCE BY THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE INTERLOCAL COOPERATION AGREEMENT WITH DENTON COUNTY, TEXAS PROVIDING FOR ADDITIONAL 2022 DENTON COUNTY TRANSPORTATION ROAD IMPROVEMENT PROGRAM (TRIP 2022) REIMBURSEMENT FUNDING FOR THE CITY'S BONNIE BRAE PHASE 3 WIDENING AND RECONSTRUCTION PROJECT, IN AN AMOUNT NOT TO EXCEED FOUR MILLION AND NO/100 (\$4,000,000.00) DOLLARS; AUTHORIZING THE EXPENDITURE OF FUNDS NOT TO EXCEED FOUR MILLION AND NO/100 (\$4,000,000.00) DOLLARS (PROJECT TOTAL \$6,851,785.00); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the CITY and the COUNTY mutually entered into an Interlocal Cooperation Agreement (ICA) on October 31, 2023, (City Ordinance 23-1686 and County Commissioners Court Order 23-0963) in an amount not to exceed TWO MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$2,851,785.00); attached hereto as "Exhibit B", for the purpose of providing the engineering, right-of-way acquisition, utility relocations, inspections, and construction for the widening and reconstruction of Bonnie Brae Street between FM1515 and Roselawn Drive, located entirely in the City of Denton municipal limits and Denton County, hereinafter "the Project;" and

WHEREAS, the estimated total cost of completion for the Project has increased to FORTY TWO MILLION SEVEN HUNDRED SEVEN THOUSAND TWO HUNDRED EIGHT AND 00/100 DOLLARS (\$42,707,208.00); and

WHEREAS, the County Judge has been allocated Twenty Five Million and 00/100 Dollars (\$25,000,000.00) in TRIP 2022 funds for Project #12-Strategic Projects, as shown on Exhibit C, attached hereto; and

WHEREAS, the City and County now intend to amend the agreement in order to reflect an increase of FOUR MILLION and 00/DOLLARS in the financial contribution from the County toward satisfactory completion of the Project, for a total of SIX MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS (\$6,851,785.00) as shown in Amendment No. 1 attached hereto as "Exhibit A"; and

WHEREAS, the City agrees to manage all engineering, right-of-way acquisition, utility relocations, inspections, and construction required for completion and maintenance of the Project; and

WHEREAS, The County will reimburse the City upon submittal of all invoices and requested documentation related to the Project; and

WHEREAS, the City Council finds it in the public interest to authorize the City Manager to execute Amendment no. 1 to the ICA for the Project;

NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference as true and as if fully set forth in the body of this ordinance.

SECTION 2. The City Manager of the City of Denton, or designee, is hereby authorized to execute on behalf of the City, Amendment No. 1 to the Interlocal Cooperation Agreement ("ICA"), a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

SECTION 3. The City Manager, or designee, is hereby authorized to expend funds in an amount not to exceed FOUR MILLION AND NO/100 (\$4,000,000.00).

SECTION 4. The City Manager, or designee, is further authorized to carry out all duties and agreements to be performed by the City under the ICA.

SECTION 5. The City Manager, or designee, is the City's designated, authorized official, with the power to authorize, accept, reject, alter or terminate the ICA on behalf of the City and act on behalf of the City of Denton in all matters related to the ICA and any subsequent agreements that may result.

SECTION 6. This Ordinance shall become effective immediately upon its passage and approval.

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

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
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:	_____	_____	_____	_____

(Signatures to appear on the following page.)

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

GERARD HUDSPETH, MAYOR

ATTEST:

INGRID REX, INTERIM CITY
SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

By: *Benjamin N. Samples, II*

EXHIBIT A

**Amendment No. 1
to the Interlocal Cooperation Agreement (Ordinance 23-1686)**

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE CITY OF DENTON, TEXAS**

THIS AMENDMENT to the Interlocal Cooperation Agreement is made and entered into by and between Denton County, Texas, hereinafter “the County”; and the City of Denton, Texas, hereinafter “the City.” The County and the City are collectively referred to herein as “the Parties.” On October 31, 2023, the Parties entered into an Interlocal Cooperation Agreement under Denton County Commissioners Court Order Number 23-0963, hereinafter “the original Agreement,” for the purpose of providing engineering, right-of-way acquisition, utility relocations, inspections, and construction for the widening of Bonnie Brae Street as a four-lane divided roadway between Roselawn Drive and FM 1515, at a total estimated project cost of FORTY MILLION THREE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$40,318,845.00).

WHEREAS, under the terms of the original Agreement, the County and City agreed that the County would contribute an amount which shall not exceed TWO MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$2,851,785.00) toward satisfactory completion of the Project; and

WHEREAS, in accordance with Section 791.011 (d)(3) of the Act, each Party is paying for the performance of the functions herein from current revenues available to that Party; and

WHEREAS, the Parties to the original Agreement now intend to amend the original Agreement, in order to reflect an increase in the financial contribution of the County toward satisfactory completion of the Project, which shall be memorialized in this document as Amendment No. 1 to the original Agreement between the County and the City.

NOW, THEREFORE, the County and the City for the mutual covenants and agreements contained in the original Agreement and as contained herein, and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to amend Section II, Section III, and Section IV of the original Agreement to reflect the increase in the County’s contribution toward satisfactory completion of the Project. All other terms and

conditions of the original Agreement are hereby affirmed by the Parties. The amended portions of the original Agreement are as follows:

AMENDED SECTION II

The County and the City hereby agree that Amendment No. 1 will amend the original Agreement to increase the estimated cost of the Project to FORTY-TWO MILLION SEVEN HUNDRED SEVEN THOUSAND TWO HUNDRED EIGHT AND NO/100 DOLLARS (\$42,707,208.00) and to increase County contribution toward satisfactory completion of the Project from TWO MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$2,851,785.00) to an amount which shall not exceed SIX MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$6,851,785.00).

AMENDED SECTION III

The County and the City hereby agree that Amendment No. 1 will amend the original Agreement to increase the County contribution toward satisfactory completion of the Project from TWO MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$2,851,785.00) to an amount which shall not exceed SIX MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$6,851,785.00), for an increased County contribution toward satisfactory completion of the Project of FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00).

AMENDED SECTION IV

The County and the City hereby agree that Amendment No. 1 will amend the original Agreement to request that the City timely provide the County with all invoices and requested documentation in an amount which shall not exceed SIX MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$6,851,785.00).

This Amendment to the original Agreement shall replace and supersede Section II, Section III, and Section IV of the original Agreement between the Parties. **All other provisions of the original Agreement shall remain in full force and effect unless modified by subsequent written amendment signed by both of the Parties to the original Agreement.**

This Agreement may be executed in multiple counterparts, attached to the original Agreement, and shall collectively constitute an Amendment to the original Agreement. All other terms and conditions of the original Agreement are hereby affirmed by the Parties.

Executed this _____ day of _____, 2025.

DENTON COUNTY, TEXAS

1 Courthouse Drive, Suite 3100
Denton, Texas 76209

CITY OF DENTON, TEXAS

215 East McKinney Street
Denton, Texas 76201

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

By: _____
Honorable Gerard Hudspeth
Mayor of the City of Denton, Texas
Acting by and on behalf of the authority
of the City of Denton, Texas

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
City Secretary

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 AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN DENTON COUNTY, TEXAS, AND THE CITY OF DENTON, TEXAS**

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project, hereby agrees to amend Section II, Section III, and Section IV of the Interlocal Cooperation Agreement which was approved on October 31, 2023, under Denton County Commissioners Court Order Number 29-0963.

Amendment No. 1 will amend the original Agreement to increase the estimated cost of the Project to FORTY-TWO MILLION SEVEN HUNDRED SEVEN THOUSAND TWO HUNDRED EIGHT AND NO/100 DOLLARS (\$42,707,208.00) and to provide additional funding by the County toward satisfactory completion of the Project in the amount of FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00). The scope of the Project shall continue to be to provide for engineering, right-of-way acquisition, utility relocations, inspections, and construction associated with the widening of Bonnie Brae Street as a four-lane divided roadway between Roselawn Drive and FM 1515. The total increased Denton County commitment toward satisfactory completion of the Project shall be in an amount which shall not exceed SIX MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$6,851,785.00).

All other provisions of the original Agreement shall remain in full force and effect unless modified by subsequent written amendment signed by both of the Parties to the original Agreement.

Denton County, Texas, hereby gives its specific written approval of the Parties prior to beginning the Project in satisfaction of the requirements of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

By vote on this date, 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 B

Interlocal Cooperation Agreement (Ordinance 23-1686)

DENTON COUNTY
COMMISSIONERS COURT

10/31/2023

Month Day Year
23 09 10

Court Order Number

14. B.

THE ORDER:

Approval of Interlocal Cooperation Agreement between Denton County, Texas, and the City of Denton, Texas, for the widening of Bonnie Brae Road as a four-lane divided roadway between Roselawn Drive and FM 1515 ("Bonnie Brae Phase 3 Project"), at an estimated cost of \$42,318,845.00 with Denton County agreeing to contribute \$2,851,785.00 toward satisfactory completion of the Project, with funding in the amount of \$298,124.83 to come from Precinct 4 Discretionary, TRIP-08, Auditor Line Item #78-7540-90-60 and to be transferred to Bonnie Brae, Precinct 4, TRIP-08, Auditor Line Item #78-7375-90-60; funding in the amount of \$553,660.17 to come from Precinct 2 Discretionary, TRIP-08, Auditor Line Item #78-7525-90-60 and to be transferred to Bonnie Brae-Vintage, Precinct 2, TRIP-08, Auditor Line Item #78-7549-90-60; and funding in the amount of \$2,000,000.00 to come from Bonnie Brae Phase 4B, Precinct 4, TRIP-22, Auditor Line Item #89-7573-90-30, and any appropriate action.

Motion by Edmondson

Seconded by Falconer

County Judge
Andy Eads

Yes X
Abstain
No
Absent

Commissioner Pct No 1
Ryan Williams

Yes X
Abstain
No
Absent

Commissioner Pct No 2
Kevin Falconer

Yes X
Abstain
No
Absent

Commissioner Pct No 3
Bobbie J. Mitchell

Yes X
Abstain
No
Absent

Commissioner Pct No 4
Dianne Edmondson

Yes X
Abstain
No
Absent

Motion Carried 5-0-0

Other Action: Pulled from Consent No Action Postponed

BY ORDER OF THE COMMISSIONERS COURT

ATTEST:

Andy Eads
Presiding Officer

APPROVED AS TO FORM

John Tellepsen
Assistant District Attorney



Juli Luke, County Clerk
and Ex-Officio Clerk of the
Commissioners Court of
Denton County, Texas

Mario
BY: Deputy County Clerk

Memo

To: *City of Denton*
ATTN: Ms. Robin Davis, P.E.
215 E. McKinney Street
Denton, TX 76201

From: *Vianka Romero Corral*
Date: *November 1, 2023*
Re: *Agreement*

Enclosed is one original of the above referenced documents approved by Denton County Commissioners Court October 31, 2023

Thank you.

Vianka Romero Corral
Denton County Clerk
1450 East McKinney
Denton, TX 76209

ORDINANCE NO. 23-1686

AN ORDINANCE BY THE CITY OF DENTON AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH DENTON COUNTY, TEXAS PROVIDING FOR REIMBURSEMENT FUNDING FOR THE CITY'S BONNIE BRAE PHASE 3 WIDENING AND RECONSTRUCTION PROJECT, IN AN AMOUNT NOT TO EXCEED TWO MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND 00/100 (\$2,851,785.00) DOLLARS; AUTHORIZING THE EXPENDITURE OF FUNDS NOT TO EXCEED TWO MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND 00/100 (\$2,851,785.00) DOLLARS THEREFOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the CITY and the COUNTY mutually desire to enter into this Interlocal Cooperation Agreement (ICA), attached hereto as "Exhibit A", for the purpose of providing the engineering, right-of-way acquisition, utility relocations, inspections, and construction for the widening and reconstruction of Bonnie Brae Street between FM1515 and Roselawn Drive, located entirely in the City of Denton municipal limits and Denton County, hereinafter "the Project;" and

WHEREAS, on March 17, 2020, the City authorized an Interlocal Cooperation Agreement, Ordinance No. 20-479, between the City of Denton and Denton County for the Bonnie Brae Street Phase 2 – Vintage Boulevard Project in the Not-to-Exceed amount of Five Million Seven Hundred Fifty Thousand and 00/100 (\$5,750,000.00) Dollars toward the satisfactory completion of the Project; and upon achieving satisfactory completion and final closeout of said project, Eight Hundred Fifty-One Thousand Seven Hundred Eighty-Five and 00/100 (\$851,785.00) Dollars was left remaining unused on the project; and

WHEREAS, the City and County agree the unused funds from the Bonnie Brae Street Phase 2 – Vintage Boulevard Project in the Not-to-Exceed amount of Eight Hundred Fifty-One Thousand Seven Hundred Eighty-Five and 00/100 (\$851,785.00) Dollars will be used toward the satisfactory completion of the Bonnie Brae Street Phase 3 Widening and Reconstruction Project; and

WHEREAS, on November 8, 2022, voters approved the Denton County Transportation Road Improvement Bond Program Package (TRIP 2022), as shown on the attached Exhibit B, which includes project #88; Bonnie Brae Phase 4B Project from I-35E to the Roundabout at Scripture with a bond contribution in the Not-to-Exceed amount of Seven Million One Hundred Thousand and 00/100 (\$7,100,000.00) Dollars toward the completion of the Project; and

WHEREAS, the City's Bonnie Brae Street Phase 3 Widening and Reconstruction Project construction contract exceeds the City's remaining budget for the project causing the City to re-allocate the TRIP 2022 bond contribution in the Not-to-Exceed amount of Seven Million One Hundred Thousand and 00/100 (\$7,100,000.00) Dollars from the Bonnie Brae Phase 4B project to Bonnie Brae Phase 3; and

WHEREAS, the estimated total cost of completion for the Project is FORTY MILLION THREE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$40,318,845.00); and

WHEREAS, the County's initial contribution toward satisfactory completion of the Project, based on current available funding, shall not exceed TWO MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$2,851,785.00), but upon issuance of additional bond funds, this Agreement is intended to be amended at a future date to increase the County commitment toward satisfactory completion of the Project; and

WHEREAS, the City agrees to manage all engineering, right-of-way acquisition, utility relocations, inspections, and construction required for completion and maintenance of the Project. The City also agrees to provide the County with all invoices and requested documentation in an amount which shall not exceed TWO MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$2,851,785.00); and

WHEREAS, The County will reimburse the City upon submittal of all invoices and requested documentation related to the Project; and

WHEREAS, the City Council finds it in the public interest to authorize the City Manager, to execute the ICA for the project;

NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference as true and as if fully set forth in the body of this ordinance.

SECTION 2. The City Manager of the City of Denton, or designee, is hereby authorized to execute on behalf of the City, the Interlocal Cooperation Agreement ("ICA"), a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

SECTION 3. The City Manager, or designee, is hereby authorized to expend funds in an amount not to exceed TWO MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$2,851,785.00).

SECTION 4. The City Manager is further authorized to carry out all duties and agreements to be performed by the City under the ICA.

SECTION 5. The City Manager, or designee, is the City's designated, authorized official, with the power to authorize, accept, reject, alter or terminate the ICA on behalf of the City and act on behalf of the City of Denton in all matters related to the ICA and any subsequent agreements that may result.

SECTION 6. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by Paul Meltzer and seconded by Brian Beck. This Ordinance was passed and approved by the following vote [6 - 0]:

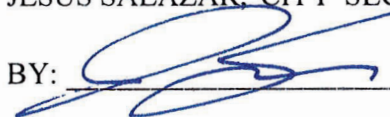
	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	☒	☐	☐	☐
Vicki Byrd, District 1:	☒	☐	☐	☐
Brian Beck, District 2:	☒	☐	☐	☐
Paul Meltzer, District 3:	☒	☐	☐	☐
Joe Holland, District 4:	☒	☐	☐	☐
Brandon Chase McGee, At Large Place 5:	☒	☐	☐	☐
Chris Watts, At Large Place 6:	☐	☐	☐	☒

PASSED AND APPROVED this the 19th day of September, 2023.


GERARD HUDSPETH, MAYOR

ATTEST:

JESUS SALAZAR, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

BY: Benjamin N. Sanghis, Jr.

Digitally signed by Benjamin N. Sanghis, Jr.
DN: cn=Benjamin N. Sanghis, Jr., o=Denton County, ou=Texas, email=bsanghis@dentoncountytx.gov
Date: 2023.09.19 14:42:52 -0500



EXHIBIT A

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, a duly organized political subdivision of the State of Texas, hereinafter “the County”; and the City of Denton, Texas, a duly organized municipality, hereinafter “the City.” 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 for the purpose of providing the engineering, right-of-way acquisition, utility relocations, inspections, and construction for the widening of Bonnie Brae Street as a four-lane divided roadway between Roselawn Drive and FM 1515, located entirely in the City of Denton municipal limits and Denton County Commissioner Precinct #4, hereinafter “the Project;” and

WHEREAS, the estimated cost of completion for the Project is FORTY MILLION THREE HUNDRED EIGHTEEN EIGHT HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$40,318,845.00), with the initial County contribution toward satisfactory completion of the Project, based on current available funding, which shall not exceed TWO MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$2,851,785.00), but upon issuance of additional bond funds, this Agreement is intended to be amended at a future date to increase the County commitment 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; and

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.

II.

The County and the City hereby agree that the scope of the Project shall consist of engineering, right-of-way acquisition, utility relocations, inspections, and construction for the widening of Bonnie Brae Street as a four-lane divided roadway between Roselawn Drive and FM 1515, at an estimated cost of FORTY MILLION THREE HUNDRED EIGHTEEN EIGHT HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$40,318,845.00), whereby the County agrees to make an initial contribution toward satisfactory completion of the Project, based on current available funding, which shall not exceed TWO MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$2,851,785.00), but upon issuance of additional bond funds, this Agreement is intended to be amended at a future date to increase the County commitment toward satisfactory completion of the Project. The Project is located entirely within the municipal limits of the City of Denton and Denton County Commissioner Precinct #4.

III.

The County hereby agrees to make an initial contribution toward satisfactory completion of the project in an amount which shall not exceed TWO MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$2,851,785.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The City agrees to manage all engineering, right-of-way acquisition, utility relocations, inspections, and construction required for completion 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 FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$2,851,785.00).

V.

This exchange of 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: Honorable Gerard Hudspeth, Mayor
 City of Denton, Texas
 215 East McKinney Street
 Denton, Texas 76201

Copy To: Jesus Salazar, City Secretary
City of Denton, Texas
215 East McKinney Street
Denton, Texas 76201

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

Copy To: Denton County District Attorney's Office - Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209
john.feldt@dentoncounty.gov
cio@dentoncounty.gov

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 lie 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 or 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.

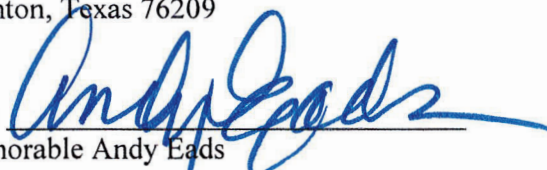
XVI.

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.

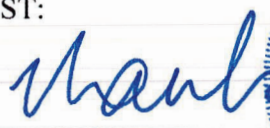
Executed this 31st day of October, 2023.

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

601 East Hickory Street
Denton, Texas 76205

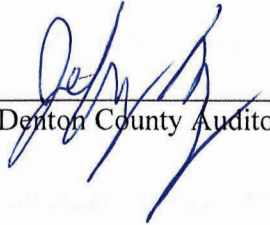
By: 
Honorable Gerard Hudspeth
Mayor of the City of Denton, Texas
Acting by and on behalf of the authority
of the City of Denton, Texas

ATTEST:

By: 
City Secretary

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 consist of engineering, right-of-way acquisition, utility relocations, inspections, and construction for widening of Bonnie Brae Street as a four-lane divided roadway between Roselawn Drive and FM 1515, with an estimated cost of completion of FORTY MILLION THREE HUNDRED EIGHTEEN EIGHT HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$40,318,845.00). 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 make an initial contribution toward satisfactory completion of the project in an amount which shall not exceed TWO MILLION EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$2,851,785.00) 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: October 31, 2023

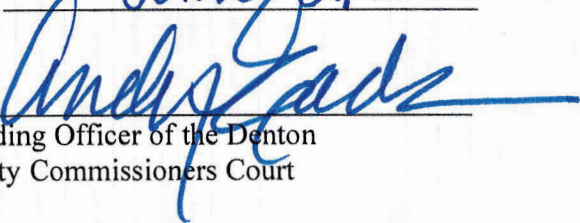
By: 
Presiding Officer of the Denton
County Commissioners Court

EXHIBIT B



2022 DENTON COUNTY TRANSPORTATION ROAD IMPROVEMENT PROGRAM (TRIP 2022)

November 8, 2022 Election

PROJ #	PRCT	CITY/TOWN	PROJECT	LIMITS FROM/TO	DESCRIPTION	JUDGE	PROJECT TOTAL	OTHER COMMITMENT	COUNTY COMMITMENT	NOTES
1	1	Denton County	Loop 288 West	From I-35 to FM 350	Construct controlled access freeway	JUDGE	\$258,000,000		\$6,000,000	IS 4484 for PS&E with additional amount for possible supplemental agreements
2	1	Denton County	Loop 288 East Frontage Roads	From I-35 to US 380 E&T	Construct controlled access freeway		\$150,000,000		\$13,000,000	Initial funding for Schematic and Environmental Clearance
3	1	Denton County	Loop 288 East Frontage Roads	From I-35 to US 380 E&T	Construct new 4- to 6-lane divided		\$106,000,000		\$4,000,000	ROW AFA, possible PS&E, and Harmon Road Connection (\$500k for Harmon Road Connection)
4	1	Denton County	Loop 288 East Frontage Roads	From I-35 to US 380 E&T	Construct Various Frontage Roads		\$150,000,000		\$10,000,000	Local contribution to construction
5	1	Denton County	Loop 288 East Frontage Roads	From I-35 to US 380 E&T	Widen and reconstruct to 6 lane divided urban facility		\$38,470,000		\$2,000,000	PS&E and ROW AFA
6	1	Denton County	Loop 288 East Frontage Roads	From I-35 to US 380 E&T	Widen and realign to 4/6 lane divided urban road		\$48,127,971		\$4,500,000	PS&E and 20% local match for ROW
7	1	Denton County	Loop 288 East Frontage Roads	From I-35 to US 380 E&T	Widen from 2-lane rural to 6-lane urban (Interim 4 lanes)		\$96,500,000		\$4,000,000	Include PS&E amount and possibly additional funds
8	1	Denton County	Loop 288 East Frontage Roads	From I-35 to US 380 E&T	Widen from 2-lane rural to 6-lane urban		\$133,000,000		\$7,700,000	Include PS&E amount and possibly additional funds
9	1	Denton County	Loop 288 East Frontage Roads	From I-35 to US 380 E&T	Reconstruct and widen 2-lane undivided rural roadway to 6-lane divided urban arterial with raised median		\$111,000,000		\$8,000,000	Include PS&E amount and ROW AFA local match
10	1	Denton County	Loop 288 East Frontage Roads	From I-35 to US 380 E&T	Construct 6-lane controlled access freeway		\$258,000,000		\$30,000,000	Initial funding for Schematic and Environmental Clearance
11	1	Denton County	Loop 288 East Frontage Roads	From I-35 to US 380 E&T	Construct 6-lane divided Urban Roadway		\$15,000,000		\$3,000,000	Convert One Road to FM 1385, Removed 1385 from Ger Road to US 380 Off System. County may pay 20% of construction.
12	1	Denton County	Loop 288 East Frontage Roads	From I-35 to US 380 E&T	Strategic funding for projects		\$25,000,000		\$25,000,000	
PRECINCT 1							\$1,433,974,971	\$0	\$122,400,000	
13	1	Aubrey	Frontier Pkwy: Ike Byrom Rd.	Various	Reconstruct/Upgrade		\$20,000,000	\$10,000,000	\$10,000,000	County will participate on these anticipated projects at a rate of up to 50% per project not to exceed \$10,000,000
14	1	Celina	Parish Frontage Road	From I-35 to US 380 E&T	Widen to 6-lanes concrete		\$11,000,000	\$15,000,000	\$16,000,000	
15	1	Cross Roads	New Hope	From I-35 to US 380 E&T	Reconstruction - 6000 feet		\$1,874,000			
16	1	Cross Roads	Dr. Griffin Road	From I-35 to US 380 E&T	Reconstruction - 3900 feet		\$2,489,000		\$6,500,000	Participation on Cross Roads Projects may deviate from participation policies due to the economic impacts associated with the widening of US 380 to a freeway. TxDOT needs assistance to close out 380 Feasibility.
17	1	Cross Roads	Porter Shop Road North	From I-35 to US 380 E&T	Reconstruction - 1100 feet		\$1,700,000			
18	1	Cross Roads	Parish Road East	From I-35 to US 380 E&T	Reconstruction - 3900 feet		\$2,948,000			
19	1	Denton	Ryan Road	From I-35 to US 380 E&T	Widen and reconstruct to 3 lanes and add sidewalks, lighting, and minor drainage improvements		\$10,449,959	\$5,448,959	\$5,000,000	
20	1	Prisco	Parish Creek Parkway, Fields Pkwy: Lebanon Rd.; King Rd.; Legacy: W. Fields Pkwy; Stonebrook Pkwy: Teel Pkwy; Legacy Dr.	Various	Widen existing/Construct new location		\$88,000,000		\$15,000,000	County will participate on these anticipated projects at a rate of up to 50% per project not to exceed \$15,000,000
21	1	Krugerville	Ike Byrom Road	NA	Widening of road and add turn lane on Ike Byrom Road		\$1,000,000	\$500,000	\$500,000	
22	1	Krugerville	New North/South Roadway	From Stewart Road north to end of Industrial Park	Create North/South roadway from Stewart Road North within industrial development		\$1,200,000	\$600,000	\$600,000	
23	1	Krugerville	Ike Byrom Road/US 377	US 377	Signal installation/Upgrade/Signal 377		\$1,000,000	\$500,000	\$500,000	
24	1	Lakewood Village	Eldorado Parkway	Within town limits	adding turn lanes, sidewalks, signage, and a gateway feature		\$6,000,000	\$3,000,000	\$3,000,000	The Town of Lakewood Village is widening Eldorado Parkway from Garza Lane to the Little Elm town limits and adding turn lanes, sidewalks, signage, and a gateway feature at town expense. Engineering and design is currently underway. In partnership with the Town, Little Elm ISD will contribute to signalization, school zone, and sidewalk construction. The Town's construction will allow for the existing center median to be widened, elevated, lighted and landscaped by Denton County. Various repairs to the roadway will also be retained and can be accomplished concurrently.
25	1	Little Elm	Hill Lane	ONE Grove Parkway to Olden Lane	Reconstruct existing roadway to provide 2-lane divided cross-section with underground drainage system, enhanced landscaping and sidewalks.		\$5,234,000		\$5,234,000	Priority #1 Hill Lane is the boundary between precincts 1 & 2 and half is in each.
26	1	Little Elm	HEB Road Connector	FM 720 to Ryan Sprites Pkwy.	Construct 4-lane divided thoroughfare, sidewalks, and street lighting.		\$5,244,000		\$5,244,000	Priority #3 Cost include additional work that is currently unfunded by Spiritas Ranch Developer
27	1	Little Elm	Main Street Traffic Signal	Main St/Eldorado Pkwy.	Reconstruct existing roadway to provide 4-lane divided cross-section with raised median and 25' wide travel lanes		\$594,000		\$594,000	Priority #4
28	1	Little Elm	Oak Grove Parkway Extension	US 380 to Fishtrap Road	Reconstruct existing roadway to provide 4-lane divided cross-section with raised median and 25' wide travel lanes		\$5,825,000	\$2,912,500	\$2,912,500	Priority #5
29	1	Oak Point	Naylor/Yacht Club Road Rehabilitation	From Mariposa Rd to North Cornithans Yacht Club	Reconstruct existing roadway to provide 4-lane divided cross-section with raised median and 25' wide travel lanes		\$5,100,000	\$2,550,000	\$2,550,000	Priority #1
30	1	Oak Point	McCormick Road Rehabilitation	Yacht Club Rd. to FM 720	Mulch existing paving, concrete stabilization with HMA surface, approximately 11,235 linear feet		\$1,000,000	\$800,000	\$800,000	Priority #2
31	1	Oak Point	Traffic Control Mariposa/FM 720	Intersection of FM 720 & Mariposa Road	Traffic Control Signal at FM 720 & Mariposa Road		\$600,000	\$300,000	\$300,000	Priority #3
32	1	Pilot Point	Various Roads on T-Plan	Various	Various		\$1,000,000	\$15,000,000	\$55,000,000	Pilot Point give a list of roads that are part of the T-Plan
33	1	Prosper	Parish Frontage Road	FM 1385 to Legacy	Widen from 2-lane to 6-lane divided urban		\$1,000,000	\$500,000	\$500,000	
34	1	Providence Village	Liberty Rd	HWY 377 to FM 2931	Reconstruct and Widen		\$1,000,000	\$750,000	\$750,000	
35	1	Providence Village	Dr. Sanders Rd/Oak Grove Rd expansion/realignment	US 380 to Liberty Rd	Reconstruct and Widen		\$1,500,000	\$750,000	\$750,000	
36	1	Providence Village	Parish Rd - maintenance/expansion	Oak Grove Rd to Brewer Rd	Reconstruct and Widen		\$2,950,000	\$1,475,000	\$1,475,000	

PROJ #	PRCT	CITY/TOWN	PROJECT	UNITS FROM TO	DESCRIPTION	PROJECT TOTAL	OTHER COMMITMENT	COUNTY COMMITMENT	NOTES
37	1	Sanger	Marion Road	E. Chapman Dr. to Lois Rd.	Rebuild Marion Road to 4-lane undivided roadway, install underground drainage	\$10,400,000	\$5,200,000	\$5,200,000	Priority #1. This project would allow for concrete in city limits and asphalt in county portion. If constructed all concrete cost is approx. \$12,500,000
38	1	Sanger	Belt Road/Jennifer Circle	From Belt Rd. to 35 Service Rd/West Rd. Jennifer Circle-Belt Rd. End of cul-de-sac. See location map.	Rebuild & stabilize road base, resurface with asphalt	\$4,700,000	\$2,350,000	\$2,350,000	Priority #2
39	1	Denton County	Outer Loop	From I-35 to DNT/County line	Construct 6-lane controlled access freeway	\$256,000,000		\$0	The original scope and fee have been reduced to \$27 million. Project covered in Judge's action.
40	1	Denton County	Strategic Projects	NA	Strategic funding for projects within Precinct 1	\$10,000,000	\$66,897,459	\$116,609,500	
PRECINCT 2									
41	2	Carrollton	Hebron Parkway	Hamilton Dr to SH 121		\$8,700,000	\$4,350,000	\$4,350,000	Design: \$1,373,775; Construction \$7,406,000
42	2	Carrollton	Hebron Parkway	SH 121 to Old Denton Rd		\$4,950,000	\$4,950,000	\$4,950,000	Design: \$1,383,375; Construction \$6,510,000
43	2	Carrollton	Hebron Parkway	Old Denton Rd to Jokey Ln		\$18,200,000	\$9,100,000	\$9,100,000	
44	2	Carrollton	Hebron Parkway	Jokey Ln to Meadow Dr		\$127,500,000	\$6,375,000	\$6,375,000	
45	2	Carrollton	Frankford Road Bridge	At Furnace Creek west of Jokey Lane		\$510,000	\$255,000	\$255,000	Major repairs needed based on TxDOT inspection report; Design: \$100,000; Construction: \$400,000
46	2	Carrollton	Frankford Road	Commodore Dr to Eisenhower St		\$3,000,000	\$1,500,000	\$1,500,000	for all three segments
47	2	Carrollton	Frankford Road	Dickerson Pkwy to Old Denton Rd		\$6,250,000	\$3,125,000	\$3,125,000	
48	2	Carrollton	Frankford Road	Old Denton Rd to Standridge Dr		\$6,500,000	\$3,250,000	\$3,250,000	
49	2	Carrollton	W. Shady Shores Road	From 500 feet west of Swisher Rd to Frite Ln		\$21,000,000	\$2,500,000	\$2,500,000	\$500,000 from Shady Shores; \$2 million from Corinth. May be able to seek "Safe Routes to Schools" funding from COS.
50	2	Carrollton	S. Garrison Road	From I-35E to Cliff Oaks Dr.	Widen from 2-lane to 3-lane	\$3,500,000	\$1,750,000	\$1,750,000	
51	2	Gross Roads	Mosley Road	From US Hwy 380 to Tipps Road	Reconstruction-6600 Feet	\$4,400,000		\$4,400,000	
52	2	Gross Roads	Keyes Lane (Outside of Oak Shores)	From Tipps Road to Millcreek Road	Reconstruction-3600 Feet	\$2,700,000		\$2,700,000	
53	2	Gross Roads	East/West Collector Road	From Potters Shop to FM 720	Construction of an East/West Collector roadway from Potters Shop Road to FM 720	\$8,735,000		\$8,735,000	To aid in reestablishment of the Town's Commercial District after loss of ROW with construction of US 380.
54	2	Little Elm	Hill Lane	Oak Grove Parkway to Dickson Lane	Reconstruct existing roadway to provide 2-lane divided cross-section with underground drainage system, enhanced landscaping and sidewalks.	\$5,234,000		\$5,234,000	Priority #1 Hill Lane is the boundary between precincts 1 & 2 and half is in each.
55	2	Little Elm	Woodlake Parkway Expansion	Eldorado to FM 423	Median, 25' wide travel lanes	\$11,357,000	\$5,678,500	\$5,678,500	Priority #6
56	2	The Colony	North ramp connection from SH 121 to Diverging Diamond Interchange	From Northbound SH 121 Frontage Road to Nebraska Furniture Mart Drive and S. Colony Blvd. and the diverging Diamond Interchange by adding a lane ramp and a connection lane. This project includes paving, storm drainage, utility relocations, a traffic signal, bridge modifications, sidewalk, landscape and irrigation system modifications.		\$5,400,000	\$2,700,000	\$2,700,000	Priority #1. City's submittal provides more info on why this is important to the city.
57	2	The Colony	Memorial Drive	From east city limit to Sandridge Drive	Widening 2.20 miles	\$19,500,000	\$9,750,000	\$9,750,000	Priority #2. City's submittal provides more info on why this is important to the city.
58	2	The Colony	Windhaven Parkway	From eastern city limit to western city limit.	Widening 1.7 miles	\$10,000,000	\$5,000,000	\$5,000,000	Priority #5. See city's submittal for more info.
59	2	The Colony	Lebanon Road Roadway	Lebanon Rd. from City's NW city limit lines to the west end of the street	Site preparation, traffic control, full depth reconstruction of approx. 350-275'x15' panels including 8" thick flexible base subgrade	\$4,000,000	\$2,000,000	\$2,000,000	Priority #7. See city's submittal for more info. Heavy traffic and only entrance to The Tribute and Old American Golf course where a nationally televised UPGA event is held annually.
60	2	Denton County	Shady Shores Road	From W Shady Shores Road to Silttree Court	Reconstruct road to elevate out of flood plain; drainage improvements	\$5,000,000		\$5,000,000	Need additional construction funding
61	2	Denton County	Strategic Projects	NA	Strategic funding for projects within Precinct 2	\$10,000,000	\$67,283,500	\$116,635,500	
PRECINCT 3									
62	3	Copper Canyon	Estates Drive	at bridge	Bridge replacement	\$1,200,000	\$250,000	\$950,000	
63	3	Flower Mound	Kirkpatrick Lane Extension	From FM 1171 to east of S. Garden Ridge	Phase III Extension	\$8,718,000	\$9,475,000	\$9,475,000	There are still funds in Trip 08 for this project
64	3	Flower Mound	Lakeside Parkway	From FM 2495 to SH 121	Capacity Improvements	\$8,540,000	\$4,270,000	\$4,270,000	Important collector leading to Harbor Lane Park. Harbor Lane Park to have new trailhead and fishing pier.
65	3	Hickory Creek	Harbor Lane	From Strait Lane to Harbor Grove Park	Reconstruction	2,140,000,000	\$550,000	\$1,590,000	Remainder of Point Vista Road which goes to two parks and boat launch along with residents. Roads also feed the back side of Oakland Park run by USACE
66	3	Hickory Creek	Point Vista Road	From South of Stamford Road to Point Vista Park entrance (south)	Reconstruction	2,800,000,000	\$550,000	\$2,250,000	
67	3	Hickory Creek	South Hook Street	From Main Street to Garth	Reconstruction	4,390,000,000	\$550,000	\$3,840,000	
68	3	Hickory Creek	Country Lane	From Oak Street to Woodlake Road	Reconstruction	\$970,000	\$550,000	\$420,000	Actively used by Denton Water Department to access Lake Lewisville pump station.
69	3	Highland Village	Highland Village Road	From Brazos Blvd to KCS Railroad	Reconstruction	\$2,600,000	\$1,800,000	\$1,800,000	Proposed road reconstruction to replace approx. 4,000 linear feet of asphalt road with a treated subbase, new concrete road, roundabouts, drainage improvements, hike and bike mobility and streetscape. Engineering is funded by the City of FIV and is currently underway. Anticipated to be shovel ready when Denton County bonds are available.
70	3	Highland Village	Highland Shores Blvd.	Blair Hill to Twin Coves	Reconstruct	\$9,320,000	\$4,660,000	\$4,660,000	Proposed work to replace approx. 4,000 linear feet of divided concrete road with a treated subbase, new concrete road, roundabouts, drainage improvements, hike and bike mobility and streetscape. Engineering is funded by the City of Highland Village and is currently underway. It's anticipated to be shovel ready when Denton County bonds are available.
71	3	Lake Dallas	Shady Shores Road	From 350 S. Shady Shores Dr. to 700 N. Shady Shores Rd. and from 427 S. Shady Shores Rd. to 409 S. Shady Shores Rd.	Reconstruction	\$11,477,000	\$5,477,000	\$6,000,000	Excluding bridges project; Priority #1.
72	3	Lake Dallas	Hundley Drive	From 200 W. Hundley Dr. to 800 E. Hundley Dr.	Reconstruction	\$7,044,000	\$3,044,000	\$4,000,000	Priority #2
73	3	Lake Dallas	Lake Dallas Drive	From 101 S. Lake Dallas Dr. to 633 S. Lake Dallas Dr.	Reconstruction	\$5,900,000	\$2,950,000	\$2,950,000	Priority #5
74	3	Lake Dallas	Swisher Road	From 302 E. Swisher Rd. to 501 Swisher Rd.	Reconstruction	\$610,000		\$610,000	Priority #6
75	3	Lake Dallas	Carlide Drive (LD & Hickory Creek Project)	From 100 Carlisle Dr. to 650 Carlisle Dr.	Reconstruction	\$3,186,000	\$1,593,000	\$1,593,000	Priority #4

PROJ #	PRCT	CITY/TOWN	PROJECT	LIMITS FROM/TO	DESCRIPTION	PROJECT TOTAL	OTHER COMMITMENT	COUNTY COMMITMENT	NOTES
76	3	Lake Dallas	Dobbs Road (LD, Corinth, Shady Stores Project)	From 100 Dobbs Rd. to 324 Dobbs Rd. 121	Reconstruction	\$6,400,000		\$6,400,000	This project is in 3 communities in both Prct. 2 and 3.
77	3	Lewisville	I-35E Improvements	At Main Street, Corporate, and Business	Corridor Improvements in conjunction with KOOT projects	\$6,000,000		\$6,000,000	
78	3	Lewisville	Huffines Blvd.	From Corporate Drive to Stonewall	Widen to 4-lane undivided collector	\$4,650,000		\$4,650,000	
79	3	Lewisville	Corporate Drive	From Corporate Drive to Stonewall	Widen to 4-lane undivided collector	\$11,000,000		\$11,000,000	
80	3	Lewisville	Railroad Street	Main to SH 121	Safety improvement	\$7,500,000		\$7,500,000	
81	3	Lewisville	Valley Parkway/Civic Circle	FM 1171 to College	4-lane divided/multi modal	\$10,000,000		\$10,000,000	This is a route used by buses and is unsafe
82	3	Lewisville	West College	FM 1171 to College		\$7,750,000		\$7,750,000	
83	3	Lewisville	S. Kelly Av.			\$2,175,000		\$2,175,000	
84	3	Lewisville	S. Charles			\$2,750,000		\$2,750,000	
85	3	Lewisville	McKenzie-Henry			\$5,000,000		\$5,000,000	
86	3	Denton County	Strategic Projects	NA	Strategic funding for projects within Precinct 3	\$17,000,000		\$17,000,000	
PRECINCT 4 TOTAL						\$184,550,000	\$52,019,000	\$105,526,000	
87	4	Argyle	Hickory Hill	North Gibbons to FM 1850	Full reconstruction (approx. 1 mi.)	\$4,000,000		\$2,000,000	
88	4	Denton	Bonnie Brae Phase 4B	From I-35E to Scripps	Widen existing from 4-lanes undivided to 4-lanes divided	\$11,214,336		\$4,114,336	
89	4	Denton	Bonnie Brae Phase 5	From Scripps to US 380	Widen from 4-lanes to 4-lanes divided, including drainage, sanitary sewer, and street lighting	\$10,076,039		\$1,103,010	
90	4	Denton	Westgate/Windor/Bronco Way	Various	Widen, reconstruct, and provide connectivity	\$8,200,000		\$4,100,000	
91	4	Denton	Elm/Locust	From US 380 to Oak Street	Reconstruct	\$21,000,000		\$7,000,000	
92	4	Dish	Meadow Ranch Road	From Tim Donald Road to Western Meadow Ranch	Full reconstruction	\$150,000			
93	4	Dish	Chisum	From FM 156 to Chisum Road	Full reconstruction	\$350,000			
94	4	Dish	Longhorn Meadows South	Within Longhorn Meadows Subdivision	Full reconstruction and drainage	\$2,810,000			
95	4	Dish	Clarks Airfield Road	From Tim Donald Road to Eakin Cemetery Rd.	Full reconstruction and drainage	\$660,000			
96	4	Dish	Hovenkamp Lane	From Eakin Cemetery Road South to Hoyenkamp	Full reconstruction and drainage	\$1,550,000			
97	4	Double Oak	Kings Road	Wicketon to Shiloh/McMakin	2.2 miles, remove existing asphalt roadway & replace with reinforced concrete paving with shoulders and bar ditches. Some ROW required, along with utility relocations.	\$5,000,000		\$4,750,000	
98	4	Flower Mound	Denton Creek Blvd. at I-35 W Signal		Signal installation	\$1,000,000		\$50,000	
99	4	Flower Mound	Denton Creek Boulevard	From I-35W to Prairie Ridge Rd.		\$11,500,000		\$6,750,000	
100	4	Flower Mound	Denton Creek Boulevard Bridge	At Graham Crossing		\$10,000,000		\$5,000,000	\$500,000 commitment funds are from TRIP 08
101	4	Flower Mound	McMakin/Shiloh Road	at McMakin/Shiloh Rd and Hawk/Kings Rd	Realign intersection	\$1,000,000		\$1,000,000	
102	4	Justin	John Wiley Road	From Terminus of new FM 1171 to Boss Range Road	Add fourth lane to existing 3-lane concrete road. Creating an undivided four lane. Approx. 3100 feet	\$4,600,000	\$920,000	\$3,680,000	Alignment with FM 1171
103	4	Justin	Boss Range Road	FM 407 to Sam Reynolds	Widen and improve roadway	\$4,500,000		\$4,500,000	Priority to the county system
104	4	Krum	Hopkins Road	From FM 1173 to FM 156		\$2,600,000		\$2,340,000	
105	4	Krum	Evans Road	From FM 1173 to Jackson Road		\$1,180,000		\$1,040,000	
106	4	Northlake	Faught Road	From Old Justin Road to FM 407		\$6,000,000		\$3,000,000	
107	4	Northlake	Mulkey	FM 407 to Florence		\$1,750,000		\$875,000	
108	4	Northlake	McPherson Road	IH 35W FR to Cleveland Gibbs		\$8,050,000		\$4,025,000	
109	4	Northlake	Whyte	IH 35	Construct new roadway	\$2,000,000		\$2,000,000	
110	4	Ponder	Hightschool Road	From FM 2419 to January Lane	Rural cross section	\$5,500,000	\$1,500,000	\$5,000,000	Contributing construction funds and land donations.
111	4	Roanoke	Dorman Road	Leis Street to Byron Nelson	Concrete curb & gutter streets to include sidewalks, water, sewer & drainage improvements	\$1,500,000		\$750,000	Priority #1
112	4	Roanoke	Howe Road	Hwy. 114 to Marshall Creek Road	Concrete curb & gutter streets to include sidewalks, water, sewer, & drainage improvements	\$4,500,000		\$2,250,000	Priority #2
113	4	Roanoke	N. Oak Street	Byron Nelson to Dorman Street	Concrete curb & gutter streets to include sidewalks, water, sewer & drainage improvements	\$3,600,000		\$1,800,000	Priority #3
114	4	Roanoke	N. Walnut Street	Byron Nelson to N. Oak Street	Concrete curb & gutter streets to include sidewalks, water, sewer, & drainage improvements	\$3,300,000		\$1,650,000	Priority #4
115	4	Trophy Club	Traffic Mitigation in Trophy Club, Roundabouts	Existing 3-way intersections of Trophy Club Drive & Bobcat Blvd.	Construct a roundabout at the existing 3-way intersections of Trophy Club Drive & Bobcat	\$3,600,000		\$1,800,000	See note on city submittal on justification. Both this and the other roundabout are prioritized as equally important for high school and middle school safety measures. Does not incl. ROW costs.
116	4	Trophy Club	Traffic Mitigation in Trophy Club, Roundabouts	Existing 3-way intersections of Bobcat Blvd. & Marshall Creek	Construct roundabout at intersection of Bobcat Blvd & Marshall Creek	\$3,000,000		\$1,500,000	Same note as above.
117	4	Denton County	Strader Road	From Robison Ranch Road to FM 156	To be Determined	\$9,200,000		\$9,200,000	
118	4	Denton County	Strategic Projects	NA	Strategic funding for projects within Precinct 4	\$17,000,000		\$17,000,000	
ROAD BOND TOTAL						\$175,410,375	\$52,837,346	\$112,610,000	
PRECINCT 4 TOTAL						\$2,338,034,405	\$286,092,305	\$570,798,000	
PRECINCT 4 TOTAL						\$2,338,034,405	\$286,092,305	\$570,798,000	
119	County Wide	Denton County	Denton County Unincorporated Roadway Improvements	Various	Widen, reconstruct, improve, convert, drainage projects for unincorporated county roads			\$79,202,000	
DENTON COUNTY UNINCORPORATED COUNTY ROAD CAPITAL IMPROVEMENT PROGRAM (TRIP 2022) GRAND TOTAL								\$79,202,000	
2022 DENTON COUNTY TRANSPORTATION ROAD IMPROVEMENT PROGRAM (TRIP 2022) GRAND TOTAL								\$650,000,000	

EXHIBIT C

**TRIP 2022 County Bond Projects
(Judge - Strategic Projects)**

EXHIBIT C to Amendment No. 1



2022 DENTON COUNTY TRANSPORTATION ROAD IMPROVEMENT PROGRAM (TRIP 2022)

PROJ #	PRCT.	CITY/TOWN	PROJECT	LIMITS FROM/TO	DESCRIPTION	PROJECT TOTAL	OTHER COMMITMENT	COUNTY COMMITMENT
JUDGE								
1	J	Denton County	Loop 288 West	From I-35 to IH 35W	Construct controlled access freeway	\$258,000,000		\$6,000,000
2	J	Denton County	Loop 288 East Frontage Roads	From IH 35 to US 380 East	Construct controlled access freeway	\$190,000,000		\$13,000,000
3	J	Denton County	FM 1171 West	From I-35W to West of FM 156	Construct new 4- to 6-lane divided	\$106,000,000		\$8,000,000
4	J	Denton County	I-35W Frontage Roads	From FM 1171 to FM 407	Construct Various Frontage Roads	\$150,000,000		\$10,000,000
5	J	Denton County	FM 1515	From Masch Branch Road to Bonnie Brae St.	Widen and reconstruct to 6 lane divide urban facility	\$38,470,000		\$2,600,000
6	J	Denton County	FM 1173	From I-35E to FM 156	Widen and realign to 4/6-lane divided urban road	\$48,127,571		\$4,500,000
7	J	Denton County	FM 2931	From US 380 to FM 423	Widen from 2-lane rural to 6-lane urban (interim 4 lanes)	\$96,500,000		\$4,000,000
8	J	Denton County	FM 1385	From US 380 to FM 455	Widen from 2-lane rural to 6-lane urban	\$132,000,000		\$7,700,000
9	J	Denton County	US 377 North	From US 380 to Proposed Outer Loop	Reconstruct and widen 2-lane undivided rural roadway to 6-lane divided urban arterial with raised median	\$115,000,000		\$8,000,000
10	J	Denton County	Outer Loop	From I-35 to DNT/County line	Construct 6-lane controlled access freeway	\$256,000,000		\$30,000,000
11	J	Denton County	FM 1385/Gee Road	US 380 to FM 1385	Construct 6-lane divided Urban Roadway	\$18,000,000		\$3,600,000
12	J	Denton County	Strategic Projects	NA	Strategic funding for projects	\$25,000,000		\$25,000,000
JUDGE TOTAL						\$1,453,097,571	\$0	\$122,400,000
PRECINCT 1								
13	1	Aubrey	Frontier Pkwy.; Ike Byrom Rd; McNatt; Redfearn Rd.; Blackjack Rd.; Rockhill Rd.; Magnolia Rd.	Various	Reconstruct/upgrade	\$20,000,000	\$10,000,000	\$10,000,000
14	1	Celina	Parvin/Frontier Road	FM 1385 to Legacy	Widen to 6-lanes concrete	\$31,000,000	\$15,000,000	\$16,000,000
15	1	Cross Roads	New Hope	From Bridle Ridge Ranch Rd to Fish Trap Rd	Reconstruction - 6000 Feet	\$3,874,000		
16	1	Cross Roads	Dr. Griffin Road	From New Hope Road to US 377	Reconstruction - 3900 Feet	\$2,489,000		\$6,500,000
17	1	Cross Roads	Potter Shop Road-North	From US 377 to US 380	Reconstruction - 1200 Feet	\$1,040,000		
18	1	Cross Roads	Fishtrap Road-East	From FM 424 to Dr. Sanders Road	Reconstruction - 3900 Feet	\$2,948,000		
19	1	Denton	Ryan Road	From FM 2181 to FM 1830	Widen and reconstruct to 3 lanes and add sidewalks, lighting, and minor drainage improvements	\$10,449,959	\$5,449,959	\$5,000,000
20	1	Frisco	Panther Ckt Pkwy; Fields Pkwy.; Lebanon Rd.; King Rd.; Legacy; W. Fields Pkwy.; Stonebrook Pkwy.; Teel Pkwy.; Legacy Dr.	Various	Widen existing/Construct new location	\$88,050,000		\$15,000,000
21	1	Krugerville	Ike Byrom Road	NA	Widening of road and add turn lane on Ike Byrom Road	\$1,000,000	\$500,000	\$500,000
22	1	Krugerville	New North/South Roadway	From Stewart Road north to end of industrial park	Create North/South roadway from Stewart Road North within industrial development	\$1,200,000	\$600,000	\$600,000
23	1	Krugerville	Ike Byrom Road/US 377	at US 377	Signal installation Ike Byrom/ Hwy 377	\$1,000,000	\$500,000	\$500,000
24	1	Lakewood Village	Eldorado Parkway	Within town limits	adding turn lanes, sidewalks, signage, and a gateway feature	\$6,000,000	\$3,000,000	\$3,000,000
25	1	Little Elm	Hill Lane	Oak Grove Parkway to Dickson Lane	Reconstruct existing roadway to provide 2-lane divided cross-section with underground drainage system, enhanced landscaping and sidewalks.	\$5,234,000		\$5,234,000
26	1	Little Elm	HEB Road Connector	FM 720 to Ryan Spritas Pkwy.	Construct 4-lane divided thoroughfare, sidewalks, and street lighting.	\$5,244,000		\$5,244,000
27	1	Little Elm	Main Street Traffic Signal	Main St./Eldorado Pkwy.	Install Signal	\$594,000		\$594,000
28	1	Little Elm	Oak Grove Parkway Extension	US 380 to Fishtrap Road	Reconstruct existing roadway to provide 4-lane divided cross-section with raised median and 25' wide travel lanes	\$5,825,000	\$2,912,500	\$2,912,500
29	1	Oak Point	Naylor/Yacht Club Road Rehabilitation	From Martop Rd to North Corinthians Yacht Club	Mulch existing paving Concrete stabilization, reconstruct HMA surface and add pedestrian facilities;	\$5,100,000	\$2,550,000	\$2,550,000
30	1	Oak Point	McCormick Road Rehabilitation	Yacht Club Rd. to FM 720	Approximately 14,235 linear feet	\$1,600,000	\$800,000	\$800,000
31	1	Oak Point	Traffic Control Martop/FM 720	Intersection of FM 720 & Martop Road	Mulch existing paving. Concrete stabilization with HMA surface; Approximately 4,800 linear feet	\$600,000	\$300,000	\$300,000
32	1	Pilot Point	Various Roads on T - Plan	Various	Traffic Control Signal at FM 720 & Martop Road			\$5,000,000
33	1	Prosper	Parvin/Frontier Road	FM 1385 to Legacy	Widen from 2-lane to 6-lane divided urban	\$31,000,000	\$15,000,000	\$16,000,000
34	1	Providence Village	Liberty Rd mntnce/thoroughfare plan	HWY 377 to FM 2931	Reconstruct and Widen	\$1,000,000	\$500,000	\$500,000
35	1	Providence Village	Dr. Sanders Rd/Oak Grove Rd expansion/realignment	US 380 to Liberty Rd	Reconstruct and Widen	\$1,500,000	\$750,000	\$750,000
36	1	Providence Village	Fishtrap Rd - maintenance/expansion	Oak Grove Rd to Brewer Rd	Reconstruct and Widen	\$2,950,000	\$1,475,000	\$1,475,000

PROJ #	PRCT.	CITY/TOWN	PROJECT	LIMITS FROM/TO	DESCRIPTION	PROJECT TOTAL	OTHER COMMITMENT	COUNTY COMMITMENT
37	1	Sanger	Marion Road	E. Chapman Dr. to Lois Rd.	Rebuild Marion Road to 4-lane undivided roadway, install underground drainage	\$10,400,000	\$5,200,000	\$5,200,000
38	1	Sanger	Belz Road/Jennifer Circle	Belz Rd+35 Service Rd/Metz Rd., Jennifer Circle-Belz Rd. End of cul-de-sac. (location map)	Rebuild & stabilize road base, resurface with asphalt	\$4,700,000	\$2,350,000	\$2,350,000
39	1	Denton County	Outer Loop	From I-35 to DNT/County line	Construct 6-lane controlled access freeway	\$256,000,000		\$0
40	1	Denton County	Strategic Projects	NA	Strategic funding for projects within Precinct 1	\$10,000,000		\$10,000,000
PRECINCT 1 TOTAL						\$510,797,959	\$66,887,459	\$116,009,500
PRECINCT 2								
41	2	Carrollton	Hebron Parkway	Hamilton DR to SH 121		\$8,700,000	\$4,350,000	\$4,350,000
42	2	Carrollton	Hebron Parkway	SH 121 to Old Denton Rd		\$9,900,000	\$4,950,000	\$4,950,000
43	2	Carrollton	Hebron Parkway	Old Denton Rd to Josey Ln		\$18,200,000	\$9,100,000	\$9,100,000
44	2	Carrollton	Hebron Parkway	Josey Ln to Meadow Dr		\$12,750,000	\$6,375,000	\$6,375,000
45	2	Carrollton	Frankford Road Bridge	At Furneaux Creek west of Josey Lane		\$510,000	\$255,000	\$255,000
46	2	Carrollton	Frankford Road	Commodore Dr to Eisenhower St		\$3,000,000	\$1,500,000	\$1,500,000
47	2	Carrollton	Frankford Road	Dickerson Pkwy to Old Denton Rd		\$6,250,000	\$3,125,000	\$3,125,000
48	2	Carrollton	Frankford Road	Old Denton Rd to Standridge Dr		\$6,500,000	\$3,250,000	\$3,250,000
49	2	Corinth	W. Shady Shores Road	From 500 feet west of Swisher Rd to Fritz Ln		\$21,000,000	\$2,500,000	\$18,500,000
50	2	Corinth	S. Garrison Road	From I-35E to Cliff Oaks Dr.	Widen from 2-lane to 3-lane	\$3,500,000	\$1,750,000	\$1,750,000
51	2	Cross Roads	Moseley Road	From US Hwy 380 to Tipps Road	Reconstruction-6600 Feet	\$4,400,000		\$4,400,000
52	2	Cross Roads	Keyes Lane (Outside of Oak Shores)	From Tipps Road to Millcreek Road	Reconstruction-3600 Feet	\$2,700,000		\$2,700,000
53	2	Cross Roads	East/West Collector Road	From Potters Shop to FM 720	Construction of an East/West Collector roadway from Pottershop Road to FM 720	\$8,735,000		\$8,735,000
54	2	Little Elm	Hill Lane	Oak Grove Parkway to Dickson Lane	Reconstruct existing roadway to provide 2-lane divided cross-section with underground drainage system, enhanced landscaping and sidewalks.	\$5,234,000		\$5,234,000
55	2	Little Elm	Woodlake Parkway Expansion	Eldorado to FM 423	Median, 25' wide travel lanes	\$11,357,000	\$5,678,500	\$5,678,500
56	2	The Colony	North ramp connection from SH 121 to Diverging Diamond Interchange	From Northbound SH 121 Frontage Road to Nebraska Mart Drive and South Colony Blvd. at Diverging Diamond Interchange.	Completing the final ramp connection from the SH 121 Frontage Road to Nebraska Furniture Mart Drive and S. Colony Blvd. and the diverging Diamond Interchange by adding a lane ramp and a connection lane. This project includes paving, storm drainage, utility relocations, a traffic signal, bridge modifications, sidewalk, landscape and irrigation system modifications.	\$5,400,000	\$2,700,000	\$2,700,000
57	2	The Colony	Memorial Drive	From east city limit to Standridge Drive	Widening 2.20 miles	\$19,500,000	\$9,750,000	\$9,750,000
58	2	The Colony	Windhaven Parkway	From eastern city limit to western city limit.	Widening 1.7 miles	\$10,000,000	\$5,000,000	\$5,000,000
59	2	The Colony	Lebanon Road Roadway	Lebanon Rd. from City's NW city limit lines to the west end of the street	Site preparation, traffic control, full depth reconstruction of approx. 350-27'x15' panels including 8" thick flexible base subgrade	\$4,000,000	\$2,000,000	\$2,000,000
60	2	Denton County	Shady Shores Road	From W Shady Shores Road to Silktree Court	Reconstruct to elevate out of flood plain; Drng Imprvts.	\$5,000,000		\$5,000,000
61	2	Denton County	Strategic Projects	NA	Strategic funding for projects within Precinct 2	\$10,000,000		\$10,000,000
PRECINCT 2 TOTAL						\$176,636,000	\$62,283,500	\$114,352,500
PRECINCT 3								
62	3	Copper Canyon	Estates Drive	at bridge	Bridge replacement	\$1,200,000	\$250,000	\$950,000
63	3	Flower Mound	Kirkpatrick Lane Extension	From FM 1171 to east of S. Garden Ridge	Phase III Extension	\$8,718,000	\$3,475,000	\$5,243,000
64	3	Flower Mound	Lakeside Parkway	From FM 2499 to SH 121	Capacity improvements	\$8,540,000	\$4,270,000	\$4,270,000
65	3	Hickory Creek	Harbor Lane	From Strait Lane to Harbor Grove Park	Reconstruction	2,140,000.00	\$550,000	\$1,590,000
66	3	Hickory Creek	Point Vista Road	From South of Stamford Road to Point Vista Park entrance (south)	Reconstruction	2,800,000.00	\$550,000	\$2,250,000
67	3	Hickory Creek	South Hook Street	From Main Street to Garth	Reconstruction	4,290,000.00	\$550,000	\$3,740,000
68	3	Hickory Creek	Country Lane	From Oak Street to Woodlake Road	Reconstruction	\$970,000	\$550,000	\$420,000
69	3	Highland Village	Highland Village Road	From Brazos Blvd to KCS Railroad	Reconstruction	\$2,600,000	\$1,800,000	\$800,000
70	3	Highland Village	Highland Shores Blvd.	Briar Hill to Twin Coves	Reconstruction	\$9,320,000	\$4,660,000	\$4,660,000
71	3	Lake Dallas	Shady Shores Road	From 350 S. Shady Shores Dr. to 700 N. Shady	Reconstruction	\$11,477,000	\$5,477,000	\$6,000,000
72	3	Lake Dallas	Hundley Drive	From 200 W. Hundley Dr. to 800 E. Hundley Dr.	Reconstruction	\$7,044,000	\$3,044,000	\$4,000,000
73	3	Lake Dallas	Lake Dallas Drive	From 101 S. Lake Dallas Dr. to 633 S. Lake Dallas	Reconstruction	\$5,900,000	\$2,950,000	\$2,950,000
74	3	Lake Dallas	Swisher Road	From 302 E. Swisher Rd., to 501 Swisher Rd.	Reconstruction	\$610,000		\$610,000
75	3	Lake Dallas	Carlisle Drive (LD & Hickory Creek Project)	From 100 Carlisle Dr. to 650 Carlisle Dr.	Reconstruction	\$3,186,000	\$1,593,000	\$1,593,000
76	3	Lake Dallas	Dobbs Road (LD, Corinth, Shady Shores)	From 100 Dobbs Rd. to 324 Dobbs Rd.	Reconstruction	\$6,400,000		\$6,400,000
77	3	Lewisville	I-35E improvements	At Main Street, Corporate, and Business 121	Corridor Imprvmts in conjunction with TxDOT projects	\$6,000,000		\$6,000,000
78	3	Lewisville	Huffines Blvd.	From Corporate Drive to Stonewall	Widen to 4-lane undivided collector	\$4,650,000	\$2,325,000	\$2,325,000
79	3	Lewisville	Corporate Drive			\$12,000,000	\$6,000,000	\$6,000,000
80	3	Lewisville	Railroad Street	Main to SH 121	Safety improvement	\$7,500,000		\$7,500,000
81	3	Lewisville	Valley Parkway/Civic Circle	FM 1171 to College	4-lane divided/multi modal	\$10,000,000	\$5,000,000	\$5,000,000

