

# City of Carrollton

1945 E. Jackson Road  
Carrollton, TX 75006



## REGULAR WORKSESSION & MEETING

Tuesday, June 17, 2025

5:45 PM

CITY HALL, 2nd Floor

### City Council

*Mayor Steve Babick*  
*Mayor Pro Tem Richard Fleming*  
*Deputy Mayor Pro Tem Christopher Axberg*  
*Councilmember Jason Carpenter*  
*Councilmember Andrew Palacios*  
*Councilmember Nancy Cline*  
*Councilmember Daisy Palomo*  
*Councilmember Rowena Watters*

**\*\*\*PRE-MEETING / EXECUTIVE SESSION\*\*\*****5:45 P.M. – COUNCIL BRIEFING ROOM**

1. Receive **information and discuss Agenda.**
2. Council will convene in Executive Session pursuant to Texas Government Code:
  - **Section 551.071** for private consultation with the City Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the City Attorney has a duty under the Texas Rules of Discipline and Professional Conduct regarding confidential communication with the City Council.
3. Council will reconvene in open session to consider action, if any, on matters discussed in the Executive Session.

**\*\*\*WORKSESSION\*\*\***

4. Receive **Update And Funding Request From The Children’s Advocacy Center For North Texas.**
5. Receive **Update And Funding Request From Metrocrest Services.**
6. Receive **Legislative Update.**
7. Discuss **Council Liaison And Committee Appointments.**
8. **Mayor And Council Reports And Information Sharing.**

**\*\*\*REGULAR MEETING 7:00 PM\*\*\***

**INVOCATION - Councilmember Andrew Palacios**

**PLEDGE OF ALLEGIANCE - Councilmember Rowena Watters**

**PRESENTATIONS**

9. Present **Proclamation Recognizing Amateur Radio Week.**

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**PUBLIC COMMENT**

- 10. Hearing of any citizen/visitor on items listed on the regular meeting agenda. Citizens wishing to address the Council regarding items not on the posted agenda will be called to speak during the Public Forum.**

Citizens/visitors should complete an appearance card located on the table at the entrance to the City Council Chambers. Speakers must address their comments to the presiding officer rather than to individual Council members or staff; Stand at the podium, speak clearly into the microphone and state your name and address prior to beginning your remarks; Speakers will be allowed between 2 and 5 minutes for testimony; Speakers making personal, impertinent, profane or slanderous remarks may be removed from the room; Unauthorized remarks from the audience, stamping of feet, whistles, yells, clapping, and similar demonstrations will not be permitted; No placards, banners or signs will be permitted in the Chambers or in any other room in which the Council is meeting. In accordance with the State Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda. Action can only be taken at a future meeting.

**CONSENT AGENDA**

*(\*All items marked with a single asterisk are part of a Consent Agenda and require no deliberation by the Council. Each Council member has the prerogative of removing an item from this agenda so that it may be considered separately. Contracts and agreements are available in the City Secretary's Office.)*

**CONTRACTS & AGREEMENTS**

- \*11. Consider Authorizing The City Manager To Execute A Change Order To The Contract With Focus Merchant Services, LLC For Credit Card Processing And Merchant Services, Increasing The Total Contract Amount Not To Exceed \$4,500,000.00.**
- \*12. Consider Authorizing The City Manager To Enter Into An Interlocal Agreement With Denton County For Property Tax Assessment And Collection.**
- \*13. Consider Authorizing The City Manager To Enter Into An Interlocal Agreement For Property Assessment And Collection With Denton County For Public Improvement District Carrollton Castle Hills PID 1.**
- \*14. Consider Authorizing The City Manager To Enter Into An Interlocal Agreement For Property Assessment And Collection With Denton County For Public Improvement District Carrollton Castle Hills PID 2.**
- \*15. Consider Authorizing The City Manager To Enter Into An Agreement With JonesCo. General Contractors, LLC Pursuant To Competitive Sealed Proposal (CSP) 25-019 For A Remodel At Hebron & Josey Library, In A Total Amount Not To Exceed \$102,916.00.**

- \*16.** Consider Authorizing The City Manager To Enter Into Agreements With Southwest Wholesale Nursery And SiteOne Landscape Supply Pursuant To Bid #25-040 For Nursery Stock In An Amount Not To Exceed \$105,000.00 Annually, For A Three-Year Total Amount Not To Exceed \$315,000.00.
- \*17.** Consider Authorizing The City Manager To Enter Into Agreements With Multiple Vendors Pursuant To Bid #25-041 For Tree Trimming Services In An Amount Not To Exceed \$95,000.00 Annually, For A Three-Year Total Amount Not To Exceed \$285,000.00.
- \*18.** Consider Authorizing The City Manager To Execute Change Order No. 3 With Apple Pavement Services LLC. For Additional Work As Part Of The City-Wide Sidewalk Improvements, Phase 4 In An Amount Not To Exceed \$50,844.87 Increasing The Total Project Contract To An Amount Not To Exceed \$1,686,202.65.
- \*19.** Consider Authorizing The City Manager To Approve A Contract With A&D Paving, LLC For Paving Improvements At Sandy Lake Service Center (SLCS) & McInnish Sports Complex (MSC) In An Amount Not To Exceed \$2,068,513.58.
- \*20.** Consider Authorizing The City Manager To Enter Into An Agreement With Freese & Nichols For Consultant Services Through An Interlocal Agreement With The City Of Celina Related To A Stormwater Utility Implementation Study In A Total Amount Not To Exceed \$251,300.00.

## **ORDINANCES**

- \*21.** Consider An Ordinance Amending Chapter 73 "Traffic Schedules" Of The Code Of Ordinances Of The City Of Carrollton, Modifying Multiple School Zone Boundaries, Times, And Classifications Throughout The City Of Carrollton, Due To Anticipated School Closures And Changes In School Operating Times.

## **RESOLUTIONS**

- \*22.** Consider A Resolution Adopting The 2025 Parks, Recreation, And Open Space Master Plan.
- \*23.** Consider A Resolution Authorizing The City Manager To Negotiate And Execute A Professional Services Contract With CSRS, LLC For Engineering Services Related To Storm Damage Assessment and Evaluation In An Amount Not To Exceed \$100,000.00.

- \*24.** Consider A Resolution Appointing A Member To The Dallas Area Rapid Transit (DART) Board Of Directors.
- \*25.** Consider A Resolution Appointing A Mayor Pro Tempore And A Deputy Mayor Pro Tempore.

## **PUBLIC FORUM**

- 26.** Hearing of any citizen/visitor on items not listed on the regular meeting agenda. Citizens wishing to address the Council regarding items on the posted agenda will be called to speak during the Council's consideration of such items.
- Citizens/visitors should complete an appearance card located on the table at the entrance to the City Council Chambers. Speakers must address their comments to the presiding officer rather than to individual Council members or staff; Stand at the podium, speak clearly into the microphone and state your name and address prior to beginning your remarks; Speakers will be allowed between 2 and 5 minutes for testimony; Speakers making personal, impertinent, profane or slanderous remarks may be removed from the room; Unauthorized remarks from the audience, stamping of feet, whistles, yells, clapping, and similar demonstrations will not be permitted; No placards, banners or signs will be permitted in the Chambers or in any other room in which the Council is meeting. In accordance with the State Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda. Action can only be taken at a future meeting.

**ADJOURNMENT**

*CERTIFICATE - I certify that the above agenda giving notice of meeting was posted on the bulletin board at the City Hall of Carrollton, Texas on the 13th day of June 2025 at 12:00pm.*

*Chloe Sawatzky*

*Chloe Sawatzky, City Secretary*

*This building is wheelchair accessible. For accommodations or sign interpretive services, please contact City Secretary's Office at least 72 hours in advance at 972-466-3001. Opportunities and services are offered by the City of Carrollton without regard to race, color, age, national origin, religion, sex or disability.*

*Pursuant to Section 551.071 of the Texas Government Code, the City Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda. Further, the Texas Open Meetings Act, codified in Chapter 551 of the Texas Government Code, does not require an agenda posting where there is a gathering of a quorum of the City Council at a regional, state or national convention or workshop, social function, convention, workshop, ceremonial event or press conference. The City Secretary's Office may occasionally post agendas for social functions, conventions, workshops, ceremonial events or press conference; however, there is no legal requirement to do so and in the event a social function, convention, workshop, ceremonial event or press conference is not posted by the City Secretary's Office, nothing shall preclude a quorum of the City Council from gathering as long as "deliberations" within the meaning of the Texas Open Meetings Act do not occur.*

*FIREARMS PROHIBITED at City Council meetings pursuant to Texas Penal Code Sections 46.035(c) and 30.05.*



# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 2a

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**Agenda Date:** 3/2/2021

**Version:** 1

**Status:** Pre-meeting

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** 1.

Receive **information and discuss Agenda.**







# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 5215

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**Agenda Date:**

**Version:** 1

**Status:** Executive session

**In Control:** City Council

**File Type:** Procedural Item

**Agenda Number:** 2.

Council will convene in **Executive Session** pursuant to Texas Government Code:

- **Section 551.071** for private consultation with the City Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the City Attorney has a duty under the Texas Rules of Discipline and Professional Conduct regarding confidential communication with the City Council.





# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 5218

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**Agenda Date:**

**Version:** 1

**Status:** Executive session

**In Control:** City Council

**File Type:** Procedural Item

**Agenda Number:** 3.

Council will reconvene in open session to consider action, if any, on matters discussed in the Executive Session.





# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7249

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**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 4.

**CC MEETING:** June 17, 2025

**DATE:** June 11, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Chloe Sawatzky, City Secretary

**Receive Update And Funding Request From The Children's Advocacy Center For North Texas.**





# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7250

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**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 5.

**CC MEETING:** June 17, 2025

**DATE:** June 11, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Chloe Sawatzky, City Secretary

**Receive Update And Funding Request From Metrocrest Services.**







# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7235

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**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 6.

**CC MEETING: June 17, 2025**

**DATE:** June 3, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Krystle Boise, Strategic Services Director

Receive **Legislative Update.**

### **BACKGROUND:**

The purpose of this worksession is for Larry Gonzalez, the City of Carrollton's legislative consultant, to provide a final update on the 89th Texas State Legislative Session.





# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7252

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**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 7.

**CC MEETING:** June 17, 2025

**DATE:** June 11, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Chloe Sawatzky, City Secretary

Discuss **Council Liaison And Committee Appointments.**





# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 5231

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**Agenda Date:**

**Version:** 1

**Status:** Work Session

**In Control:** City Council

**File Type:** Work Session Item

**Agenda Number:** 8.

**Mayor And Council Reports And Information Sharing.**





# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7251

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**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Presentations

**In Control:** City Council

**File Type:** Presentations

**Agenda Number:** 9.

**CC MEETING:** June 17, 2025

**DATE:** June 11, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Chloe Sawatzky, City Secretary

Present **Proclamation Recognizing Amateur Radio Week.**







# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

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**Agenda Date:**

**Version:** 1

**Status:** Public Forum

**In Control:** City Council

**File Type:** Public Forum

**Agenda Number:** 10.

**Hearing of any citizen/visitor on items listed on the regular meeting agenda. Citizens wishing to address the Council regarding items not on the posted agenda will be called to speak during the Public Forum.**

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# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 6959

**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*11.

**CC MEETING: June 17, 2025**

**DATE:** June 11, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Diana K. Vaughn, Chief Financial Officer  
Chrystal K. Davis, Assistant City Manager

**Consider Authorizing The City Manager To Execute A Change Order To The Contract With Focus Merchant Services, LLC For Credit Card Processing And Merchant Services, Increasing The Total Contract Amount Not To Exceed \$4,500,000.00.**

### **BACKGROUND:**

The City's existing contract with Focus Merchant Services, LLC (Focus Merchant) was approved on February 18, 2020, pursuant to RFP#19-009 for credit card processing and merchant services for a term of six-years with the option of two extensions of two years. Currently in year six of the contract, staff is requesting a change order to increase the total contract amount to a maximum of \$4,500,000.00 for the remaining term and extension period. This is expected to cover the completion of year six and part of one extension period.

Credit card fees paid by the City are driven by revenue collected, transaction volume, and rates set by credit card companies (Visa, Mastercard, American Express). In fiscal year 2024, the City collected \$27,400,672 from 339,888 transactions which cost the City \$639,913 in credit card fees, an increase from fiscal year 2023. Staff anticipates revenue will reach \$30,000,000 in fiscal year 2025 with credit card fees around \$900,000.

### **FINANCIAL IMPLICATIONS:**

Credit card fees are budgeted within various departments and accounts across the City.

### **IMPACT ON COMMUNITY SUSTAINABILITY:**

This project supports and aligns with the City Council's goals and objectives to leverage technology to improve our effectiveness and efficiency.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends authorizing the City manager to execute a change order to the contract with Focus Merchant Services, LLC for credit card processing and merchant services, increasing the total contract to an amount not to exceed \$4,500,000.



# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7236

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**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*12.

**CC MEETING: June 17, 2025**

**DATE:** June 3, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Melissa Everett, Finance Director  
Chrystal Davis, Assistant City Manager

**Consider Authorizing The City Manager To Enter Into An Interlocal Agreement With Denton County For Property Tax Assessment And Collection.**

### **BACKGROUND:**

The City contracts with Denton County to administer and collect taxes for Denton County and Collin County parcels of property through the Denton County Tax Assessor and Collector's Office. In addition to the collection and distribution of tax revenue, Denton County Tax Assessor and Collector also serves as the official Truth In Taxation calculation, provides guidance on required legal postings for property tax rate adoption, and mails property tax notifications to residential and commercial properties. The initial term of the agreement is for Tax year 2025 and is renewed automatically for subsequent one-year terms unless written notice is provided. The City will pay a set amount of \$1.41 per parcel for the service.

### **FINANCIAL IMPLICATIONS:**

The Budget for tax collection is budgeted in the Finance Department's Administration Budget.

### **IMPACT ON COMMUNITY SUSTAINABILITY:**

The ongoing collection and distribution of taxes is essential for the ongoing operations of the City and to ensure proper fiduciary care of the City's largest revenue source.

### **STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends authorizing the City Manager to enter into an interlocal agreement with Denton County for Tax Assessment and Collection.

THE STATE OF TEXAS           §

COUNTY OF DENTON           §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY  
TAX ASSESSMENT AND COLLECTION BETWEEN  
DENTON COUNTY, TEXAS AND CITY OF CARROLLTON, TEXAS**

**INTERLOCAL COOPERATION AGREEMENT –TAX COLLECTION**

**THIS AGREEMENT** is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as “**COUNTY**,” and **City of Carrollton**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as “**MUNICIPALITY**.”

**WHEREAS**, **COUNTY** and **MUNICIPALITY** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791 (the Interlocal Cooperation Act), and Section 6.24 of the Texas Tax Code; and

**WHEREAS**, **MUNICIPALITY** has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act.

**NOW THEREFORE**, **COUNTY** and **MUNICIPALITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term “Property Tax Code” means Title 1 of the Texas Tax Code. Throughout this Agreement, the term “tax year” means the calendar year in which the applicable tax lien attaches to the taxable property. The term “collection year” refers to the period commencing on October 1<sup>st</sup> of the applicable tax year and continuing through the end of the applicable term (September 30<sup>th</sup> of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The Effective Date of this Agreement shall be October 1, 2025. The initial term of this Agreement shall be for a period of one year beginning on the Effective Date and ending on September 30, 2026. The initial term of the Agreement is for tax year 2025 property tax rate calculation, billing and collection services. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **MUNICIPALITY** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2026, the second renewal terms for tax year 2027, etc.).

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for **Denton and Collin Counties** in the **MUNICIPALITY** for ad valorem tax collection for the tax year. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily, monthly and annual collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings, approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Property Tax Code Chapter 31 from available current tax collections of **MUNICIPALITY**; and to meet the requirements of Section 26.04 and Chapter 42, Subchapter C and develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations. If daily disbursement is to be delayed, **COUNTY** will notify **MUNICIPALITY** in the secured web entity folder the reason for the delay.

3. **COUNTY** further agrees that it will make for **MUNICIPALITY** the property tax rate calculations required by Property Code Section 26.04 (currently identified in the Section by the terms "no new revenue tax rate" and "voter-approval tax rate") and will do so in accordance with all requirements therein. All such rate calculations will be performed using only the Texas State Comptroller's "Truth In Taxation" formulas, and at no additional cost to **MUNICIPALITY**. The information concerning the rate calculations described in this Article II.3 and publications will be provided to **MUNICIPALITY** in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Property Tax Code Chapter 26. **MUNICIPALITY** shall be responsible for all publications as required by Chapter 26. In the event **MUNICIPALITY** requires early calculation based on certified estimate values, **COUNTY** will perform the tax rate calculations described in this Article II.3 and provide the required publications to **MUNICIPALITY** in the same manner as performing the tax rate calculations pursuant to the annual appraisal district reports required to be Certified on July 25 of each tax year.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices as required by Chapter 26 of the Property Tax Code if **MUNICIPALITY** requests such no less than seven (7) days in advance of the intended publication date.

**MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY** and Property Tax Code Chapter 26. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**. **COUNTY** will update tax transparency databases, as required in Property Tax Code Sections 26.17(b),(5A,B),(7),(12,),(13) and 26.17(e)(2) with applicable Truth In Taxation worksheets and Notices. **MUNICIPALITY** is responsible for any other required information posted on a tax transparency database. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Property Tax Code and all other applicable Texas statutes. **COUNTY** will submit to **MUNICIPALITY** approval forms of the tax rate calculation and required notices. **MUNICIPALITY** must return executed approval forms to tax assessor/collector as required by law and this agreement.

5. Should **MUNICIPALITY** vote to increase its tax rate above the statutory voter approval limit (also known as the “rollback” or the “voter approval” rate), the required publication of notices shall be the responsibility of the **MUNICIPALITY**. Should **MUNICIPALITY** roll back the tax rate as a result of Tax Rate Election, the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY’S** possession during normal working hours with at least seventy-two (72) hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the Tax Assessor/Collector’s lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes that are not paid by January 31<sup>st</sup> of the collection year.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30<sup>th</sup> of the collection year. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as “MO”), and Interest and Sinking (hereinafter referred to as



“IS”) collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney at least seven (7) days before the effective date of the new collection attorney contract.

### III.

**COUNTY** hereby designates the Denton County Tax Assessor/Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

### IV.

**COUNTY** accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

### V.

**MUNICIPALITY** accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

### VI.

**MUNICIPALITY** understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

## VII.

In this Article VII, the term “Prior TY Parcel Count” means the total number of parcels listed on **MUNICIPALITY**’s preceding tax year Tax Roll on September 30<sup>th</sup> of the tax year. For the services rendered during the tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing tax collection services. The collection rate for each tax year, referred to in this Article VII as the “Per Parcel Rate,” is approved by County Commissioners’ Court, and all entities are assessed the same per parcel collection rate, except that, if that Per Parcel Rate multiplied by the entity’s Prior TY Parcel Count equals less than \$200, the entity will be assessed a flat fee of \$200. Following approval of the Per Parcel Rate for each tax year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **MUNICIPALITY** with written notice of that rate.

2. The current tax statements will be mailed by October 10<sup>th</sup> of the tax year or as soon thereafter as practical. The **MUNICIPALITY** must adopt its tax year tax rate on or before September 30<sup>th</sup> of the applicable tax year, if that rate does not exceed the voter-approval tax rate. **MUNICIPALITY** must adopt a tax rate that exceeds the voter-approval tax rate not later than the deadline set forth in Property Tax Code Section 26.05(a) and Election Code Secs. 3.005 and 41.001. In order to expedite mailing of tax statements, **MUNICIPALITY** shall adopt and then deliver its adopted tax rate to **COUNTY** no later than the applicable adoption deadline described herein. Failure by **MUNICIPALITY** to adopt and then deliver the adopted tax rate to **COUNTY** by said applicable adoption deadline may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28<sup>th</sup> of the collection year.

3. At least thirty (30) days, but no more than sixty (60) days prior to April 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

4. At least thirty (30) days, but no more than sixty (60) days prior to July 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

5. For accounts that become delinquent on or after June 1<sup>st</sup> of the collection year, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent taxes.

6. For accounts that become delinquent on February 1<sup>st</sup> of the tax year, **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent taxes not including February 33.11 notices.

7. In event of a tax rate change resulting from a rollback or tax approval election that takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY**, pursuant to Property Tax Code Section 26.07(f) or 26.075(j) will mail corrected statements to the owner of each property. The fee for this service will be the same Per Parcel Rate described in paragraphs 1, 9, and 10 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g) or 26.075(k) **COUNTY** will charge a \$1.00 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage, and processing fees.

8. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31<sup>st</sup> of the tax year, deduct from current collections of **MUNICIPALITY** the “Total Cost” of providing all services described in paragraphs 2-6 of this Article VII. This Total Cost includes any such services that have not yet been performed at the time of deduction.

9. During the initial term of this Agreement, the Total Cost of providing all services described in paragraphs 2-6 of this Article VII shall be the total of: **\$1.41** (the “TY 2025 Per Parcel Rate”) multiplied by **MUNICIPALITY**’s Prior TY Parcel Count, provided that, if the TY 2025 Per Parcel Rate of \$1.41 multiplied by the Prior TY Parcel Count equals less than \$200.00 (if the total number of parcels listed on Municipality’s preceding tax year Tax Roll on September 30<sup>th</sup> of the tax year is 141 or less), then the Total Cost of providing all services described in paragraphs 2-6 shall be a flat amount of \$200.00.

10. During the first and second renewal terms of this Agreement, and provided that **COUNTY** has provided **MUNICIPALITY** with notice of the Per Parcel Rate as described in paragraph 1 of this Article VII, the Total Cost of providing all services described in paragraphs 2-6 of this Article VII shall be the total of: the Per Parcel Rate approved by Commissioners Court for the applicable tax year (the TY 2026 Per Parcel Rate and the TY 2027 Per Parcel Collection Rate, respectively) multiplied by the **MUNICIPALITY**’s then Prior TY Parcel Count, provided that, if the applicable Per Parcel Rate multiplied by the applicable Prior TY Parcel Count equals less than \$200.00, then the Total Cost of providing all services described in paragraphs 2-6 shall be a flat fee of \$200. In the event **COUNTY** does not provide **MUNICIPALITY** with notice of the Per Parcel Rate as described in paragraph 1 of this Article VII, the Per Parcel Rate charged during the preceding term will apply.

11. In the event that a rollback or tax rate approval election as described in paragraph 6 of this Article VII takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within thirty (30) days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1 of this Article VII, **COUNTY** shall bill **MUNICIPALITY**

for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within thirty (30) days of its receipt of said bill.

#### VIII.

**COUNTY** agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories, as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY's** depository accounts only, and segregated into the appropriate MO and IS accounts, as applicable, specified on the Direct Deposit Authorization executed between the **MUNICIPALITY** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30<sup>th</sup> of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within fifteen (15) days after notification of such shortage. Failure to remit payment of shortage restricts release of collected taxes until such time as payment is remitted.

#### IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

#### X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

#### XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**

County Judge of Denton County  
1 Courthouse Drive, Ste. 3100  
Denton, Texas 76208  
Telephone: 940-349-2820

**MUNICIPALITY:**

City of Carrollton, Texas  
1945 E. Jackson Road  
Carrollton, TX 75006  
Telephone: 972-466-3100

XII.

**MUNICIPALITY** hereby designates Diana Vaughn, CFO to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, 17<sup>th</sup> day of June, 2025.

**COUNTY**

Denton County Texas 1  
Courthouse Drive Ste 3100  
Denton, Texas 76208

**MUNICIPALITY**

City of Carrollton  
1945 E. Jackson Road  
Carrollton, TX 75006

BY: \_\_\_\_\_  
Honorable Andy Eads  
County Judge

BY: \_\_\_\_\_  
Erin Rinehart  
City Manager

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

BY: \_\_\_\_\_  
Chloe Sawatsky  
City Secretary

APPROVED FORM AND CONTENT:

Dawn Waye  
Denton County  
Tax Assessor/Collector



# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7237

**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*13.

**CC MEETING: June 17, 2025**

**DATE:** June 3, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Melissa Everett, Finance Director  
Chrystal Davis, Assistant City Manager

**Consider Authorizing The City Manager To Enter Into An Interlocal Agreement For Property Assessment And Collection With Denton County For Public Improvement District Carrollton Castle Hills PID 1.**

### **BACKGROUND:**

The City contracts with Denton County to administer and collect assessment values for parcels of property located in the Public Improvement District (PID) "Carrollton Castle Hills PID 1" through the Tax Assessor and Collector's Office. Properties located in a public improvement district are assessed additional fees for costs associated with public improvements constructed during the initial development of the PID. The City of Carrollton acts as a passthrough entity and receives funds accepted by Denton County then passes the fees to the administrator of the PID, less our administrative fee. The values of the assessment are established annually by DTA the City's finance consultant for PID administration, and will be brought to council at a later date for acceptance.

### **FINANCIAL IMPLICATIONS:**

Budget for the fees are accounted for in the Public Improvement District Fund.

### **IMPACT ON COMMUNITY SUSTAINABILITY:**

The ongoing collection and distribution of PID assessments is essential for the proper administration of the Public Improvement District.

### **STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends authorizing the City Manager to enter into an interlocal agreement with Denton County for Assessment and Collection for Public Improvement District Carrollton Castle Hills PID 1.





THE STATE OF TEXAS       §

COUNTY OF DENTON       §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY  
ASSESSMENTS ASSESSMENT AND COLLECTION BETWEEN DENTON COUNTY,  
TEXAS AND CITY OF CARROLLTON PUBLIC IMPROVEMENT DISTRICT**

**INTERLOCAL COOPERATION AGREEMENT –ASSESSMENTS COLLECTION**

**THIS AGREEMENT** is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as “**COUNTY**,” and the **CITY OF CARROLLTON**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as “**CITY**.”

**WHEREAS**, **COUNTY** and **CITY** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and

**WHEREAS**, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY** has created the **PID27-CARROLLTON CASTLE HILLS PID 1 PUBLIC IMPROVEMENT DISTRICT**, hereinafter referred to as “**DISTRICT**,” and has levied special assessments on properties within the boundaries of the **CITY**, and

**WHEREAS**, pursuant to §372.0175 of the Texas Local Government Code, **CITY** has the authority to contract with the **COUNTY** to perform the duties of **CITY** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and

**NOW THEREFORE**, **COUNTY** and **CITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term “Property Tax Code” means Title 1 of the Texas Tax Code. Throughout this Agreement, the term “tax year” means the calendar year in which the applicable tax lien attaches to the taxable property. The term “collection year” refers to the period commencing on October 1<sup>st</sup> of the applicable tax year and continuing through the end of the applicable term (September 30<sup>th</sup> of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The Effective Date of this Agreement shall be October 1, 2025. The initial term of this Agreement shall be for a period of one year beginning of the Effective Date and ending September 30, 2026. The initial term of this Agreement is for tax year 2025 property tax rate calculation, billing, and collection services. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this

Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2026, the second renewal terms for tax year 2027, etc.).

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified Tax Assessor-Collector, shall collect **DISTRICT** assessments for current tax year. **CITY** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations to **CITY**. If daily disbursement is to be delayed, **COUNTY** will notify **CITY** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **CITY**, and to promptly furnish written reports to keep **CITY** informed of all financial information affecting it.

6. **CITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of assessments, and to cooperate in furnishing or

locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY** in **COUNTY'S** possession during normal working hours with at least seventy-two (72) hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments that are not paid by January 31<sup>st</sup> of the collection year.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30<sup>th</sup> of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY** in the collection of delinquent assessments and related activities.

11. **CITY** will provide **COUNTY** with notice of any change in collection attorney at least seven (7) days before the effective date of the new collection attorney contract.

12. For assessments that become delinquent on February 1st of the tax year, **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

### III.

**COUNTY** hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

### IV.

**COUNTY** accepts responsibility for the acts, negligence, and/or omissions related to property assessments service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

It is understood and agreed between **COUNTY** and **CITY** that the **CITY**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY** assumes no responsibilities in connection therewith to third parties. Nothing in this Agreement is intended to benefit any third-party.

To the extent permitted under Texas law, **CITY** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY** in the execution or performance of this Agreement. This provision shall survive the termination of this Agreement.

#### V.

**CITY** accepts responsibility for the acts, negligence, and/or omissions of all **CITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY** to the extent allowed by law.

#### VI.

**CITY** understands and agrees that **CITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY**.

#### VII.

In this Article VII, the term "Prior TY Parcel Count" means the total number of parcels listed on **CITY's** preceding tax year PID Assessment Roll on September 30<sup>th</sup> of the tax year. For the services rendered during the assessment year, **CITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing assessments collection services. The collection rate for each tax year, referred to in this Article VII as the "Per Parcel Rate," is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate, except that, if that Per Parcel Rate multiplied by the entity's Prior TY Parcel Count equals less than \$200, the entity will be assessed a flat fee of \$200. Following approval of

the Per Parcel Rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY** with written notice of that rate.

2. The current assessment statements will be mailed by October 10th of the assessments year or as soon thereafter as practical. If **CITY** does not provide **COUNTY** with the fixed lien assessment levied and the assessment roll by **CITY**'s governing body under Local Government Code Section 372.017 on or before September 10th, **COUNTY** may, in addition to the costs set forth in paragraph 10 (initial term costs) or paragraph 11 (renewal term costs) of this Article VII, whichever is applicable, charge **CITY** a \$5,000 late processing fee. The assessment roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments become due on receipt of the assessment/tax statement each year. The **DISTRICT** assessment shall be entered into the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY** has requested such a notice on or before February 28th of the collection year.

3. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Property Tax Code, Section 31.02(a) and 33.01(a)).

4. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Property Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48).

5. At least thirty (30) days, but no more than sixty (60) days prior to April 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least thirty (30) days, but no more than sixty (60) days prior to July 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts that become delinquent on or after June 1<sup>st</sup> of the collection year, **COUNTY** shall mail a delinquent assessments statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental corrected assessment by order of its governing body after the assessment statements have already been mailed, **CITY** shall provide **COUNTY** with an updated assessment roll identifying the corrected assessments levied by **DISTRICT**'S governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected

statements to the owner of each affected parcel. The **DISTRICT** assessment shall be entered into the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for the services performed by **COUNTY** under this paragraph 8 will be the Per Parcel Rate approved by Commissioners Court for the applicable tax year multiplied by the **CITY's** then Prior TY Parcel Count, provided that, if the applicable Per Parcel Rate multiplied by the applicable Prior TY Parcel Count equals less than \$200.00, then the Total Cost of providing all services described in paragraphs 2-6 shall be a flat fee of \$200. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$1.00 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a corrected assessment roll, will be the responsibility of **COUNTY**. **CITY** will be billed for the refunds, postage, and processing fees.

9. **CITY** understands and agrees that **COUNTY** will, no later than January 31<sup>st</sup> of the assessment year, deduct from current collections of **CITY** the "Total Cost" of providing all services described in paragraphs 1-5 above. This Total Cost includes any such services that have not yet been performed at the time of deduction.

10. During the initial term of this Agreement, the Total Cost of providing all services described in paragraphs 2-6 of this Article VII shall be the total of: **\$1.41** (the "TY 2025 Per Parcel Rate") multiplied by **CITY's** Prior TY Parcel Count, provided that, if the TY 2025 Per Parcel Rate of \$1.41 multiplied by the Prior TY Parcel Count equals less than \$200.00, then the Total Cost of providing all services described in paragraphs 2-6 shall be a flat amount of \$200.00.

11. During the first and second renewal terms of this Agreement, and provided that **COUNTY** has provided **CITY** with notice of the Per Parcel Rate as described in paragraph 1 of this Article VII, the Total Cost of providing all services described in paragraphs 2-6 of this Article VII shall be the total of: The Per Parcel Rate approved by Commissioners Court for the applicable tax year (the TY 2026 Per Parcel Rate and the TY 2027 Per Parcel Collection Rate, respectively) multiplied by the **CITY's** then Prior TY Parcel Count, provided that, if the applicable Per Parcel Rate multiplied by the applicable Prior TY Parcel Count equals less than \$200.00, then the Total Cost of providing all services described in paragraphs 2-6 shall be a flat fee of \$200. In the event **COUNTY** does not provide **CITY** with notice of the Per Parcel Rate as described in paragraph 1 of this Article VII, the Per Parcel Rate charged during the preceding term will apply.

12. In the event costs for additional delayed assessments statements, processing, and mailing are incurred as described in paragraph 1 of this Article VII, **COUNTY** shall bill **CITY** for such amounts. **CITY** shall pay **COUNTY** all such billed amounts within thirty (30) days of its receipt of said bill.

## VIII.

**COUNTY** agrees to remit all assessments, penalties, and interest collected on **CITY's** behalf and to deposit such funds into the **CITY's** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY's** depository accounts only as applicable, specific on the Direct Deposit Authorization executed between the **CITY** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30<sup>th</sup> of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY**, the **CITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected assessments until such time as payment is remitted.

## IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the assessments year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

## X.

This Agreement represents the entire agreement between **CITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

## XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**

County Judge of Denton County 1 Courthouse Dr Ste 3100

Denton, Texas 76208

Telephone: 940-349-2820

CITY:  
City of Carrollton, Texas  
1945 E. Jackson Road  
Carrollton, TX 75006  
Telephone: 972-466-3110

XII.

**CITY** hereby designates Diana Vaughn, CFO to act on behalf of **CITY**, and to serve as Liaison for **CITY** to ensure the performance of all duties and obligations of **CITY** as stated in this Agreement. **CITY's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this 17<sup>th</sup> day of June 2025.

COUNTY  
Denton County Texas  
1 Courthouse Dr Ste 3100  
Denton, Texas 76208

CITY  
City of Carrollton, Texas  
1945 E. Jackson Road  
Carrollton, TX 75006

BY: \_\_\_\_\_  
Honorable Andy Eads County  
Judge

BY: \_\_\_\_\_  
Erin Rinehart  
City Manager



ATTEST:

BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

ATTEST:

BY: \_\_\_\_\_  
Chloe Sawatzky  
City Secretary

APPROVED FORM AND CONTENT:

Dawn Waye Denton County  
Tax Assessor/Collector





# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7238

**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*14.

**CC MEETING: June 17, 2025**

**DATE:** June 3, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Melissa Everett, Finance Director  
Chrystal Davis, Assistant City Manager

**Consider Authorizing The City Manager To Enter Into An Interlocal Agreement For Property Assessment And Collection With Denton County For Public Improvement District Carrollton Castle Hills PID 2.**

### **BACKGROUND:**

The City contracts with Denton County to administer and collect assessment values for parcels of property located in the Public Improvement District (PID) "Carrollton Castle Hills PID 2" through the Tax Assessor and Collector's Office. Properties located in a public improvement district are assessed additional fees for costs associated with public improvements constructed during the initial development of the PID. The City of Carrollton acts as passthrough entity and receives funds accepted by Denton County then passes the fees to the administrator of the PID, less our administrative fee. The values of the assessment are established annually by DTA, the City's finance consultant for PID administration, and will be brought to council at a later date for acceptance.

### **FINANCIAL IMPLICATIONS:**

Budget for the fees are accounted for in the Public Improvement District Fund.

### **IMPACT ON COMMUNITY SUSTAINABILITY:**

The ongoing collection and distribution of PID assessments is essential for the proper administration of the Public Improvement District.

### **STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends authorizing the City Manager to enter into an interlocal agreement with Denton County for Assessment and Collection for Public Improvement District Carrollton Castle Hills PID 2.



THE STATE OF TEXAS       §

COUNTY OF DENTON       §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY  
ASSESSMENTS ASSESSMENT AND COLLECTION BETWEEN DENTON COUNTY,  
TEXAS AND CITY OF CARROLLTON PUBLIC IMPROVEMENT DISTRICT**

**INTERLOCAL COOPERATION AGREEMENT –ASSESSMENTS COLLECTION**

**THIS AGREEMENT** is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as “**COUNTY**,” and the **CITY OF CARROLLTON**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as “**CITY**.”

**WHEREAS**, **COUNTY** and **CITY** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and

**WHEREAS**, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY** has created the PID36-CARROLLTON CASTLE HILLS PID 2 **PUBLIC IMPROVEMENT DISTRICT**, hereinafter referred to as “**DISTRICT**,” and has levied special assessments on properties within the boundaries of the **CITY**, and

**WHEREAS**, pursuant to §372.0175 of the Texas Local Government Code, **CITY** has the authority to contract with the **COUNTY** to perform the duties of **CITY** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and

**NOW THEREFORE**, **COUNTY** and **CITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term “Property Tax Code” means Title 1 of the Texas Tax Code. Throughout this Agreement, the term “tax year” means the calendar year in which the applicable tax lien attaches to the taxable property. The term “collection year” refers to the period commencing on October 1<sup>st</sup> of the applicable tax year and continuing through the end of the applicable term (September 30<sup>th</sup> of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The Effective Date of this Agreement shall be October 1, 2025. The initial term of this Agreement shall be for a period of one year beginning of the Effective Date and ending September 30, 2026. The initial term of this Agreement is for tax year 2025 property tax rate calculation, billing, and collection services. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this

Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2026, the second renewal terms for tax year 2027, etc.).

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified Tax Assessor-Collector, shall collect **DISTRICT** assessments for current tax year. **CITY** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations to **CITY**. If daily disbursement is to be delayed, **COUNTY** will notify **CITY** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **CITY**, and to promptly furnish written reports to keep **CITY** informed of all financial information affecting it.

6. **CITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of assessments, and to cooperate in furnishing or

locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY** in **COUNTY'S** possession during normal working hours with at least seventy-two (72) hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments that are not paid by January 31<sup>st</sup> of the collection year.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30<sup>th</sup> of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY** in the collection of delinquent assessments and related activities.

11. **CITY** will provide **COUNTY** with notice of any change in collection attorney at least seven (7) days before the effective date of the new collection attorney contract.

12. For assessments that become delinquent on February 1st of the tax year, **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

### III.

**COUNTY** hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

### IV.

**COUNTY** accepts responsibility for the acts, negligence, and/or omissions related to property assessments service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

It is understood and agreed between **COUNTY** and **CITY** that the **CITY**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY** assumes no responsibilities in connection therewith to third parties. Nothing in this Agreement is intended to benefit any third-party.

To the extent permitted under Texas law, **CITY** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY** in the execution or performance of this Agreement. This provision shall survive the termination of this Agreement.

#### V.

**CITY** accepts responsibility for the acts, negligence, and/or omissions of all **CITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY** to the extent allowed by law.

#### VI.

**CITY** understands and agrees that **CITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY**.

#### VII.

In this Article VII, the term "Prior TY Parcel Count" means the total number of parcels listed on **CITY's** preceding tax year PID Assessment Roll on September 30<sup>th</sup> of the tax year. For the services rendered during the assessment year, **CITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing assessments collection services. The collection rate for each tax year, referred to in this Article VII as the "Per Parcel Rate," is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate, except that, if that Per Parcel Rate multiplied by the entity's Prior TY Parcel Count equals less than \$200, the entity will be assessed a flat fee of \$200. Following approval of



the Per Parcel Rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY** with written notice of that rate.

2. The current assessment statements will be mailed by October 10th of the assessments year or as soon thereafter as practical. If **CITY** does not provide **COUNTY** with the fixed lien assessment levied and the assessment roll by **CITY's** governing body under Local Government Code Section 372.017 on or before September 10th, **COUNTY** may, in addition to the costs set forth in paragraph 10 (initial term costs) or paragraph 11 (renewal term costs) of this Article VII, whichever is applicable, charge **CITY** a \$5,000 late processing fee. The assessment roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments become due on receipt of the assessment/tax statement each year. The **DISTRICT** assessment shall be entered into the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY** has requested such a notice on or before February 28th of the collection year.

3. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Property Tax Code, Section 31.02(a) and 33.01(a)).

4. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Property Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48).

5. At least thirty (30) days, but no more than sixty (60) days prior to April 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least thirty (30) days, but no more than sixty (60) days prior to July 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts that become delinquent on or after June 1<sup>st</sup> of the collection year, **COUNTY** shall mail a delinquent assessments statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental corrected assessment by order of its governing body after the assessment statements have already been mailed, **CITY** shall provide **COUNTY** with an updated assessment roll identifying the corrected assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected

statements to the owner of each affected parcel. The **DISTRICT** assessment shall be entered into the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for the services performed by **COUNTY** under this paragraph 8 will be the Per Parcel Rate approved by Commissioners Court for the applicable tax year multiplied by the **CITY's** then Prior TY Parcel Count, provided that, if the applicable Per Parcel Rate multiplied by the applicable Prior TY Parcel Count equals less than \$200.00, then the Total Cost of providing all services described in paragraphs 2-6 shall be a flat fee of \$200. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$1.00 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a corrected assessment roll, will be the responsibility of **COUNTY**. **CITY** will be billed for the refunds, postage, and processing fees.

9. **CITY** understands and agrees that **COUNTY** will, no later than January 31<sup>st</sup> of the assessment year, deduct from current collections of **CITY** the "Total Cost" of providing all services described in paragraphs 1-5 above. This Total Cost includes any such services that have not yet been performed at the time of deduction.

10. During the initial term of this Agreement, the Total Cost of providing all services described in paragraphs 2-6 of this Article VII shall be the total of: **\$1.41** (the "TY 2025 Per Parcel Rate") multiplied by **CITY's** Prior TY Parcel Count, provided that, if the TY 2025 Per Parcel Rate of \$1.41 multiplied by the Prior TY Parcel Count equals less than \$200.00, then the Total Cost of providing all services described in paragraphs 2-6 shall be a flat amount of \$200.00.

11. During the first and second renewal terms of this Agreement, and provided that **COUNTY** has provided **CITY** with notice of the Per Parcel Rate as described in paragraph 1 of this Article VII, the Total Cost of providing all services described in paragraphs 2-6 of this Article VII shall be the total of: The Per Parcel Rate approved by Commissioners Court for the applicable tax year (the TY 2026 Per Parcel Rate and the TY 2027 Per Parcel Collection Rate, respectively) multiplied by the **CITY's** then Prior TY Parcel Count, provided that, if the applicable Per Parcel Rate multiplied by the applicable Prior TY Parcel Count equals less than \$200.00, then the Total Cost of providing all services described in paragraphs 2-6 shall be a flat fee of \$200. In the event **COUNTY** does not provide **CITY** with notice of the Per Parcel Rate as described in paragraph 1 of this Article VII, the Per Parcel Rate charged during the preceding term will apply.

12. In the event costs for additional delayed assessments statements, processing, and mailing are incurred as described in paragraph 1 of this Article VII, **COUNTY** shall bill **CITY** for such amounts. **CITY** shall pay **COUNTY** all such billed amounts within thirty (30) days of its receipt of said bill.

## VIII.

**COUNTY** agrees to remit all assessments, penalties, and interest collected on **CITY's** behalf and to deposit such funds into the **CITY's** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY's** depository accounts only as applicable, specific on the Direct Deposit Authorization executed between the **CITY** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30<sup>th</sup> of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY**, the **CITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected assessments until such time as payment is remitted.

## IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the assessments year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

## X.

This Agreement represents the entire agreement between **CITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

## XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**

County Judge of Denton County 1 Courthouse Dr Ste 3100

Denton, Texas 76208

Telephone: 940-349-2820

CITY:  
City of Carrollton, Texas  
1945 E. Jackson Road  
Carrollton, TX 75006  
Telephone: 972-466-3110

XII.

**CITY** hereby designates Diana Vaughn, CFO to act on behalf of **CITY**, and to serve as Liaison for **CITY** to ensure the performance of all duties and obligations of **CITY** as stated in this Agreement. **CITY's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this 17<sup>th</sup> day of June 2025.

COUNTY  
Denton County Texas  
1 Courthouse Dr Ste 3100  
Denton, Texas 76208

CITY  
City of Carrollton, Texas  
1945 E. Jackson Road  
Carrollton, TX 75006

BY: \_\_\_\_\_  
Honorable Andy Eads County  
Judge

BY: \_\_\_\_\_  
Erin Rinehart  
City Manager

ATTEST:

BY: \_\_\_\_\_

Juli Luke  
Denton County Clerk

ATTEST:

BY: \_\_\_\_\_

Chloe Sawatzky  
City Secretary

APPROVED FORM AND CONTENT:

Dawn Waye Denton County  
Tax Assessor/Collector





# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7234

**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*15.

**CC MEETING: June 17, 2025**

**DATE:** June 3, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Jonathan Scheu, Director - Library  
Chrystal Davis, ACM - Culture, Leisure & Support Services

**Consider Authorizing The City Manager To Enter Into An Agreement With JonesCo. General Contractors, LLC Pursuant To Competitive Sealed Proposal (CSP) 25-019 For A Remodel At Hebron & Josey Library, In A Total Amount Not To Exceed \$102,916.00.**

### BACKGROUND:

On November 20, 2024, a Competitive Sealed Proposal (CSP) was issued for a remodel project at the Hebron & Josey Library. The project consists of demolishing an existing mail room and office to be replaced by a new service desk and staff workroom. The remodel also includes new carpet and paint in the remodeled areas.

Bid notifications were posted online, previous and interested vendors were contacted, as well as advertisements placed in the Dallas Morning News. A total of seven (7) responses were received and submissions were evaluated based on factors related to cost, their history with similar projects, and references. JonesCo. General Contractors, LLC (JonesCo.) was selected based on this evaluation. JonesCo. is a new vendor to the City but their experience completing similar projects, along with their cost, makes them the best value for the City.

### FINANCIAL IMPLICATIONS:

Services for CSP #25-019 will be purchased from budgeted funds for the cost center and amount as listed below. A 10% contingency is included. This is a one-time project.

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
854101	123190199	\$102,916.00

### IMPACT ON COMMUNITY SUSTAINABILITY:

This project supports and aligns with the City Council's goals and objectives to manage infrastructure with fiduciary care.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends City Council authorize the City Manager to enter into an agreement with JonesCo. General Contractors, LLC pursuant to Competitive Sealed Proposal (CSP) 25-019 for a remodel at Hebron & Josey Library, in a total amount not to exceed \$102,916.00.





# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7239

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**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*16.

**CC MEETING: June 17, 2025**

**DATE:** June 9, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Scott Whitaker, Director of Parks & Recreation  
Chrystal Davis, Assistant City Manager

Consider **Authorizing The City Manager To Enter Into Agreements With Southwest Wholesale Nursery And SiteOne Landscape Supply Pursuant To Bid #25-040 For Nursery Stock In An Amount Not To Exceed \$105,000.00 Annually, For A Three-Year Total Amount Not To Exceed \$315,000.00.**

### **BACKGROUND:**

These contracts are for the purchase of Nursery Stock for the Parks Maintenance Department. The products purchased will include trees, shrubs, ground cover, perennials, and landscape materials.

On May 12, 2025, the City issued BID #25-040 for the purchase of Nursery Stock. Bid notifications were posted online, previous and interested vendors were contacted, as well as advertisements placed in the Dallas Morning News. Three vendors submitted responses.

The Parks Department reviewed the submissions based on the lowest responsive selection criteria, which include price, delivery time and distance to the City. Two vendors were selected who met those requirements. The selected vendors are Southwest Wholesale Nursery and SiteOne Landscape Supply. Although Fannin Tree Farm Sales, Inc. submitted the lowest bid, they were a 'no-bid' on the majority of the line items.

The award will be for a one-year initial term. The award also includes two additional one-year renewal options, if mutually agreed upon by the City and the vendors, for a potential three-year total contract not to exceed \$315,000.00.

### **FINANCIAL IMPLICATIONS:**

The products on Bid # 25-040 will be purchased from budgeted funds for the cost center and amount

as listed below.

<b><u>COST CENTER</u></b>	<b><u>LINE ITEM</u></b>	<b><u>BUDGET AMOUNT</u></b>
Parks Maintenance	60210	\$105,000.00

**IMPACT ON COMMUNITY SUSTAINABILITY:**

This project supports and aligns with the City Council's goals and objectives to foster a welcoming environment for businesses and residents.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends City Council authorize the City Manager to enter into agreements with Southwest Wholesale Nursery and SiteOne Landscape Supply pursuant to Bid #25-040 for Nursery Stock in an amount not to exceed \$105,000.00 annually, for a three-year total amount not to exceed \$315,000.00.

<b>Event Number</b>	25-040	<b>Organization</b>	City of Carrollton Purchasing
<b>Event Title</b>	Nursery Stock	<b>Workgroup</b>	Purchasing
<b>Event Description</b>	The City of Carrollton is soliciting SEALED B	<b>Event Owner</b>	Julie Ketterer
<b>Event Type</b>	Low Bid	<b>Email</b>	Julie.Ketterer@cityofcarrollton.com
<b>Issue Date</b>	5/12/2025 03:00:02 PM (CT)	<b>Phone</b>	(972) 466-3105
<b>Close Date</b>	5/27/2025 01:00:00 PM (CT)	<b>Fax</b>	

<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Response Submitted</b>	<b>Lines Responded</b>	<b>Response Total</b>
Fannin Tree Farm Sales, Inc.	Frisco	TX	5/27/2025 11:44:46 AM (CT)	24	\$6,290.00
SiteOne Landscape Supply	Cleveland	OH	5/23/2025 11:34:59 AM (CT)	119	\$9,494.89
Southwest Wholesale Nursery (	CARROLLTON	TX	5/21/2025 01:07:35 PM (CT)	141	\$13,543.47

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**





# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7240

**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*17.

**CC MEETING: June 17, 2025**

**DATE:** June 2, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Scott Whitaker, Director of Parks & Recreation  
Chrystal Davis, Assistant City Manager

Consider **Authorizing The City Manager To Enter Into Agreements With Multiple Vendors Pursuant To Bid #25-041 For Tree Trimming Services In An Amount Not To Exceed \$95,000.00 Annually, For A Three-Year Total Amount Not To Exceed \$285,000.00.**

### **BACKGROUND:**

This contract is to provide routine and as-needed tree trimming services at all city parks and facilities, as well as emergency tree-trimming services from storm-related damage.

On May 12, 2025, the City issued BID #25-041 for the purchase of Tree Trimming Services. Bid notifications were posted online, previous and interested vendors were contacted, as well as advertisements placed in the Dallas Morning News. Twelve vendors submitted responses.

The Parks Department reviewed the submissions based on the lowest responsive selection criteria, which include price and other factors such as response times. Three (3) vendors were selected who met the City's requirements. The selected vendors are Elite Tree Service, LLC, Yeehaw Tractor Guys, LLC, and Fannin Tree Farm Sales, Inc.

The award will be for a one-year initial term. The award also includes two additional one-year renewal options, if mutually agreed upon by the City and the vendors, for a potential three-year total contract not to exceed \$285,000.00.

### **FINANCIAL IMPLICATIONS:**

The products and services on Bid # 25-041 will be purchased from budgeted funds for the cost center and amount as listed below.

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
Parks Maintenance	63010 - R/M Support Struct.	\$75,000.00
CAP Account (ICGC)	61190 - Other Prof Services	<u>\$20,000.00</u>
		<u>\$95,000.00</u>

**IMPACT ON COMMUNITY SUSTAINABILITY:**

This project supports and aligns with the City Council's goals and objectives to manage infrastructure with fiduciary care.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends City Council authorize the City Manager to enter into agreements with multiple vendors pursuant to Bid #25-041 for Tree Trimming Services in an amount not to exceed \$95,000.00 annually, for a three-year total amount not to exceed \$285,000.00.

<b>Event Number</b>	25-041	<b>Organization</b>	City of Carrollton Purchasing
<b>Event Title</b>	Tree Trimming Services	<b>Workgroup</b>	Purchasing
<b>Event Description</b>	The City of Carrollton is soliciting SEALED B	<b>Event Owner</b>	Julie Ketterer
<b>Event Type</b>	Low Bid	<b>Email</b>	Julie.Ketterer@cityofcarrollton.com
<b>Issue Date</b>	5/12/2025 02:00:02 PM (CT)	<b>Phone</b>	(972) 466-3105
<b>Close Date</b>	5/27/2025 02:00:00 PM (CT)	<b>Fax</b>	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Elite Tree Service LLC	Plano	TX	5/19/2025 03:33:37 PM (CT)	15	\$1,234.00
Yeehaw Tractor Guys LLC	Denton	TX	5/19/2025 03:31:45 PM (CT)	14	\$1,409.00
Fannin Tree Farm Sales, Inc.	Frisco	TX	5/27/2025 12:25:41 PM (CT)	14	\$1,590.00
Shawnee Mission Tree Service	Shawnee	KS	5/22/2025 02:35:26 PM (CT)	17	\$2,154.60
Looks Great Services of Mississippi	COLUMBIA	MS	5/27/2025 09:58:17 AM (CT)	17	\$2,175.00
The Paysage Group dba Smith Lawn and Tree	Richland Hills	TX	5/22/2025 03:44:17 PM (CT)	17	\$2,196.00
BRN GROUP LLC	miami	FL	5/27/2025 10:52:02 AM (CT)	17	\$2,544.00
Green World Care	Dallas	TX	5/27/2025 12:07:37 PM (CT)	17	\$2,569.00
Civil Tree Solutions	Fort Worth	TX	5/26/2025 06:05:59 PM (CT)	17	\$2,729.50
West Coast Arborists, Inc.	Anaheim	CA	5/23/2025 03:15:22 PM (CT)	17	\$2,766.00
ArborTrue (ArborTrue, LLC)	Kingwood	TX	5/27/2025 01:05:33 PM (CT)	17	\$3,563.00
Holcomb Tree Service, Inc. (A Better Tree Service	Dallas	TX	5/27/2025 10:53:02 AM (CT)	16	\$3,804.00

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**







# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7243

**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*18.

**CC MEETING: June 17, 2025**

**DATE:** June 9, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Jonathan Wheat, P.E., Director of Engineering  
Shannon Hicks, P.E., Assistant City Manager

Consider **Authorizing The City Manager To Execute Change Order No. 3 With Apple Pavement Services LLC. For Additional Work As Part Of The City-Wide Sidewalk Improvements, Phase 4 In An Amount Not To Exceed \$50,844.87 Increasing The Total Project Contract To An Amount Not To Exceed \$1,686,202.65.**

### BACKGROUND:

The City Council awarded a contract on December 3, 2024, to Apple Pavement Services LLC in the amount of \$1,589,772.75. This project involves approximately 13 locations throughout the City of Carrollton in which to construct sidewalk improvements and associated appurtenances. Work includes the replacement or new construction of concrete sidewalk sections and ramps, retaining walls, crosswalk markings, and additional related items. Locations are present along a variety of road types, from major city arterials to residential streets. Change orders numbers 1 and 2 totaled \$45,585.03 and included additional work for sidewalks near the Rosemeade Aquatic Center and MacArthur Drive.

This change order (Change Order #3) in the amount of \$50,844.87, will cover the following items:

- Modify installed accessible ramp and handrails at MacArthur Drive (see Exhibit 1).
- Repair water line at Keller Springs Road (see Exhibit 1).
- Sectional pavement replacement at Josey Lane (see Exhibit 1).
- Remove portions of work from scope of project at select locations of Luna Road, Keller Springs Road at Josey Lane, and Keller Springs Road at Carmel Drive.

### FINANCIAL IMPLICATIONS:

Apple Pavement Services LLC submitted a proposal to the City of Carrollton to cover the above-mentioned items in an amount not to exceed \$50,844.87. The revised contract amount

(including previous Change Orders #1 and #2) would be \$1,686,202.65, a 6.07% increase from the original contract amount of \$1,589,772.75. Funding is available in Streets Consolidated.

**IMPACT ON COMMUNITY SUSTAINABILITY:**

This project will support the City Council's strategic objectives and vision of building a community that families and businesses want to call home by:

- Improving quality and safety of city-wide pedestrian infrastructure.
- Filling in gaps in the sidewalk along business corridors.
- Reducing required sidewalk repairs and maintenance.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends authorizing the City Manager to execute change order number 3 with Apple Pavement Services LLC for the City-Wide Sidewalk Improvements - Phase 4 Project in an amount not to exceed \$50,844.87.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Apple Pavement Services LLC  
Dallas, TX United States

**Certificate Number:**  
2025-1320503

**Date Filed:**  
06/05/2025

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Carrollton

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Sidewalk Rehabilitation Ph. 4  
Sidewalk Rehabilitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**




### 6 UNSWORN DECLARATION

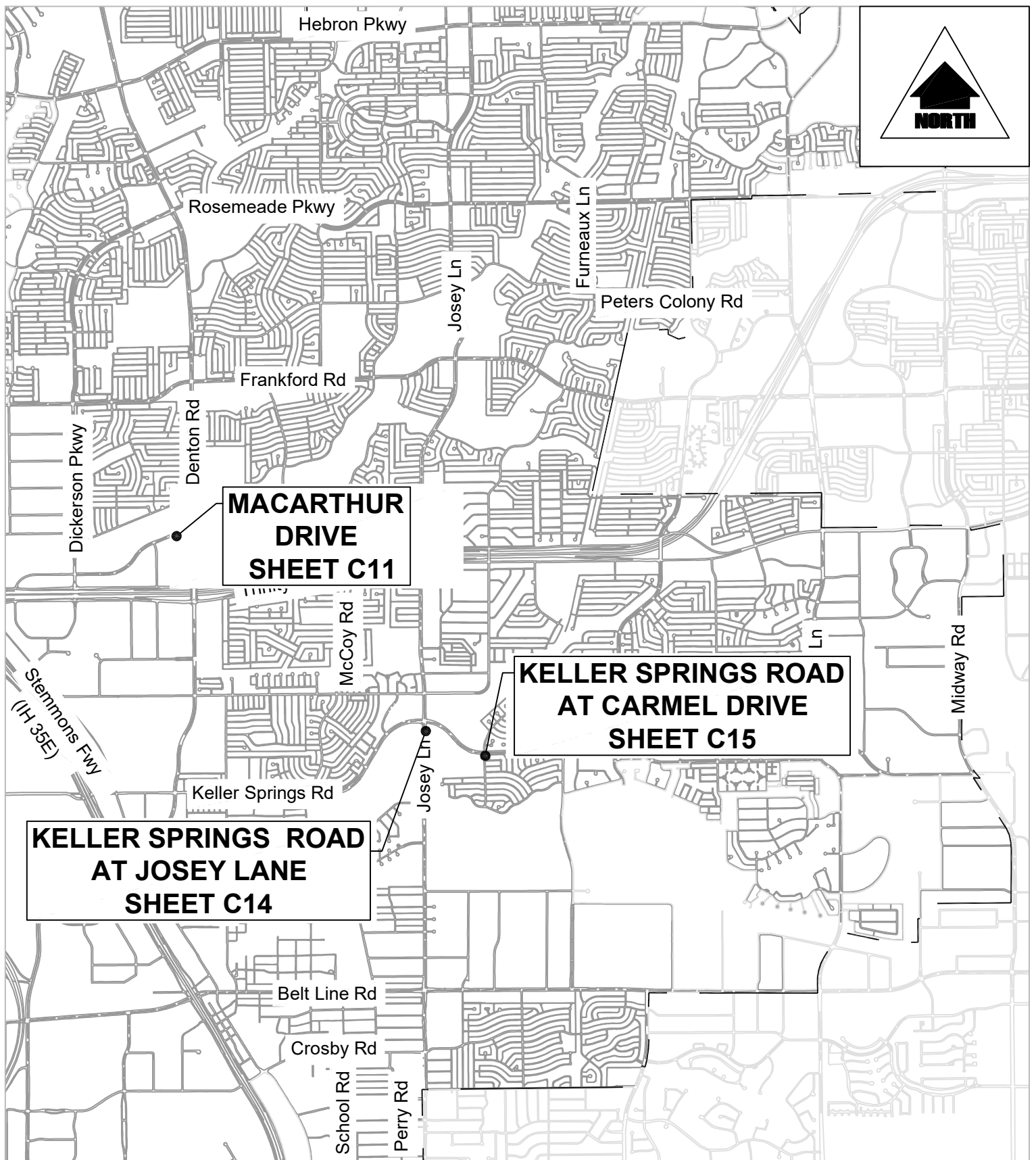
My name is Corey Bounds, and my date of birth is 5/25/92.

My address is 8622 Labron Ave, Dallas, TX, 75209, US.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 5th day of June, 20 25.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



# EXHIBIT 1

## CHANGE ORDER 3 LOCATION MAP

### QUANTITY ADDITIONS

SCALE: N.T.S.  
DATE: 6/25

ENGINEERING  
DEPARTMENT



# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7244

**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*19.

**CC MEETING: June 17, 2025**

**DATE:** June 9, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Jonathan Wheat, P.E., Director of Engineering  
Shannon Hicks, P.E., Assistant City Manager

**Consider Authorizing The City Manager To Approve A Contract With A&D Paving, LLC For Paving Improvements At Sandy Lake Service Center (SLCS) & McInnish Sports Complex (MSC) In An Amount Not To Exceed \$2,068,513.58.**

### **BACKGROUND:**

This contract will provide for the replacement of site paving at the Sandy Lake Service Center (SLSC) site and replacement of a parking lot at the McInnish Sports Complex (MSC), remove and dispose a 1,000-gallon oil/water separator, and replacement with a 3,000-gallon capacity, and construction of a water load stand to fill water trucks. The McInnish Sports Complex updates project was a part of the 2018 Bond Election. The Sandy Lake Service Center projects are part of Parks Improvements.

The duration of construction is 180 calendar days. Construction will be performed so that operations can be maintained out of the SLCS. Project signs will be placed at the entrances to each site while under construction.

### **FINANCIAL IMPLICATIONS:**

Two (2) bids were received on May 22, 2025. The low bid was submitted by A&D Paving, LLC, in the amount of \$2,068,513.58. The Engineer's Estimate for the project was \$1,867,483.00. A&D Paving, LLC has not performed any work in the City of Carrollton but has provided multiple positive references from local municipalities. Funding is available in Account Unit 854360 (Parks Consolidated).

With this reconstruction staff recommends the inclusion of a construction contingency. The construction contingency provides an expedient manner to accommodate unforeseen costs and minor additions in work common in all construction projects. Examples include unexpected conditions

discovered during construction, and changes to design that were not possible during plan generation. All charges against contingency must be supported by detailed pricing information and approved by the City through a formal change order. However, having advanced Council authorization ensures that work progress is not impeded. Typical construction contingencies for a project of this magnitude range from 2-5% of the total contract amount. As a cost control measure, the construction contingency for the Paving Improvements at SLCS & MSC is recommended at 5% (original contract amount) or \$103,000.

**IMPACT ON COMMUNITY SUSTAINABILITY:**

This project will support the City Council's strategic objectives and vision of building a community that families and businesses want to call home by:

Sustaining quality of life - Improvements in the subdivision should improve the appearance of the neighborhood which should promote residents to provide better upkeep of properties in the neighborhood.

Sustaining day-to-day operations - The replacement of substandard street pavement, water and sewer lines should reduce the need for non-scheduled or emergency repairs.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends award of the construction contract for the Paving Improvements at SLCS & MSC Project to A&D Paving, LLC in the amount of \$2,171,513.58 (\$2,068,513.58 original bid and \$103,000 (5%) construction contingency).



<b>Event Number</b>	ENG2025-04 Addendum 1	<b>Organization</b>	City of Carrollton Purchasing
<b>Event Title</b>	PAVING IMPROVEMENTS AT SANDY LAKE S	<b>Workgroup</b>	Engineering
<b>Event Description</b>	This project will include all construction, lal	<b>Event Owner</b>	Allison Avalos
<b>Event Type</b>	Low Bid	<b>Email</b>	allison.avalos@cityofcarrollton.com
<b>Issue Date</b>	5/1/2025 07:30:01 AM (CT)	<b>Phone</b>	
<b>Close Date</b>	5/22/2025 10:00:00 AM (CT)	<b>Fax</b>	

<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Response Submitted</b>	<b>Lines Responded</b>	<b>Response Total</b>
A&D Paving LLC	Decatur	TX	5/21/2025 09:35:50 PM (CT)	35	\$2,068,513.58
2L Construction, LLC	Rhome	TX	5/22/2025 09:34:32 AM (CT)	35	\$2,174,134.00

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**

# Location Map







# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7246

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**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Contracts/Agreements

**Agenda Number:** \*20.

**CC MEETING: June 17, 2025**

**DATE:** June 10, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Diana Vaughn, Chief Financial Officer

Jonathan Wheat, Engineering Director

Shannon Hicks, Assistant City Manager - Development Services

Consider **Authorizing The City Manager To Enter Into An Agreement With Freese & Nichols For Consultant Services Through An Interlocal Agreement With The City Of Celina Related To A Stormwater Utility Implementation Study In A Total Amount Not To Exceed \$251,300.00.**

### **BACKGROUND:**

Compared to our 18 benchmark cities, Carrollton ranks 4th in percentage of floodplain square miles and 5th in stream miles. Drainage is a significant concern to our residential and commercial zones. Considering that concern, the City Council appropriated funding to begin updating the Drainage Master Plan. Updates require a drainage system analysis, identification of future projects and determining funding levels needed.

Local Government Code 552, Subchapter C - Municipal Drainage Utility Systems Act empowers municipalities to establish and operate drainage utility systems. During the Spring of 2025, the City of Carrollton asked Freese and Nichols to conduct a Stormwater Utility Feasibility Assessment. The results of that feasibility study indicated that Carrollton is the only benchmark City that does not have a mechanism to provide for a common, equitable approach for dedicated municipal stormwater funding. Costs for current drainage operating and capital expenditures and anticipated future expenditures were considered during the feasibility study. The results of the feasibility study were provided to the Finance Committee in May of 2025.

Contracting with Freese and Nichols to conduct the stormwater utility implementation study, engage with the City Council and involve the public in the process will ensure the City can support necessary drainage maintenance, plans for future development and service demands.

**FINANCIAL IMPLICATIONS:**

These professional services will assist in the stormwater drainage analysis and will result in an additional enterprise fund that supports future drainage needs.

<u>COST CENTER</u>	<u>LINE ITEM</u>	<u>BUDGET AMOUNT</u>
854560	61190	\$251,300.00

**IMPACT ON COMMUNITY SUSTAINABILITY:**

This project supports and aligns with the City Council's goals and objectives to manage infrastructure with fiduciary care. Proper drainage management is necessary to ensure that residential and commercial zones are adequately safeguarded and requires an update to the Drainage Master Plan and a dedicated funding mechanism to support future needs.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends that City Council authorize the City Manager to enter into an agreement with Freese and Nichols to perform a stormwater utility implementation study for an amount not to exceed \$251,300.00.



# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7247

**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Ordinances

**Agenda Number:** \*21.

**CC MEETING: June 17, 2025**

**DATE:** June 11, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Jonathan Wheat P.E., Director of Engineering  
Shannon Hicks, P.E., Assistant City Manager

Consider An Ordinance Amending Chapter 73 “Traffic Schedules” Of The Code Of Ordinances Of The City Of Carrollton, Modifying Multiple School Zone Boundaries, Times, And Classifications Throughout The City Of Carrollton, Due To Anticipated School Closures And Changes In School Operating Times.

### **BACKGROUND:**

#### Carrollton School Closures

Ahead of the start of the 2025-2026 school year, seven school closures are anticipated within the City of Carrollton. These include the following: (location map in **Exhibit 1**)

School School District

Furneaux ES Carrollton-Farmers Branch ISD

McCoy ES Carrollton-Farmers Branch ISD

Central ES Carrollton-Farmers Branch ISD

Long MS Carrollton-Farmers Branch ISD

Polser ES Lewisville ISD

Life School Carrollton Life School Public Charter School District

Though Central Elementary has been identified for closure, it is anticipated that the adjacent school, R. L. Turner High School, will utilize the property for supplemental classroom operations. Due to this, a majority of the school zones at this location will remain in effect, and be converted from a combined elementary and high school time classification to a high school only time classification.

Based off the above information, staff is recommending removal of the select school zones below:

(location maps in **Exhibits 2-7**)

School Associated School Zones for Removal  
Furneaux ES Furneaux Lane, Peters Colony Road  
McCoy ES McCoy Road  
Central ES School Road  
Long MS Frankford Road  
Polser ES Polser Road, Holy Grail Drive  
Life School Carrollton Plumdale Drive

Associated removal or adjustment of school zones and school zone signage/equipment will be completed over the summer.

School Zone Time Adjustments

*J. R. Junkins Elementary School*

The Dallas Independent School District (DISD) has not modified school operation times for the 2025-2026 school year. However, in previous years, J. R. Junkins Elementary School had followed a staggered release schedule for the afternoon dismissal period, beginning at 2:45 pm. With the removal of the staggered release schedule and all students being released at 3:20 pm, staff recommends to adjust the afternoon school zone times associated with J. R. Junkins Elementary School as follows:

	School Operation Times	Revised School Zone Times
J. R. Junkins E. S.	8:00 am to 3:20 pm	7:15 am to 8:15 am & 3:05 pm to 4:05 pm

*Central Elementary School and R. L. Turner High School*

As noted above, the remaining active school zones adjacent to R. L. Turner High School and Central Elementary School will be converted from a combined elementary and high school time classification to a high school only time classification, to adapt to the closure of the elementary school. Due to this, staff recommends converting the remaining school zone operation times of zones adjacent to R. L. Turner High School and Central Elementary School to times utilized by the remaining CFBISD high schools.

	School Operation Times	Revised School Zone Times
R. L. Turner H. S.	7:45 am to 8:45 am	3:30 pm to 4:30 pm

*Harmony Science Academy*

The current school zone for Harmony Science Academy is specified to be in effect when a flashing signal is in operation (a ‘when flashing’ classification). It is listed in Section (A)(13) which reflects this classification. However, the associated ordinance specifies designated school zone operation times within it, reducing the flexibility available with the ‘when flashing’ classification. Section (A)(9) similarly reflects the ‘when flashing’ classification, without the specified operation times. Due to this, staff recommends that the school zone listing for Harmony Science Academy be moved from Section (A) (13) to Section(A)(9).

### Traffic Schedule Updates

Select Chapter 73 Traffic Schedules Schedule I listings do not reflect current school zone conditions. Due to this, staff recommends the following adjustments:

- Section (A)(1): Remove listing of Frankford Road at Cambridgeshire Drive. A crossing guard was previously based at this location. There is not presently a crossing guard or school zone established here. Therefore, staff recommends removing this location from Section (A)(1).
- Section (A)(2): Remove listings of Branch Hollow Drive at Rabbit Run Road, and Maumee Drive (from the south curb line of Carrollton Parkway to 840 feet south of the south curb line of Carrollton Parkway). These locations each lie within the spans of presently established school zones. Therefore, the removal of these listings will not result in removal of the associated school zones. Due to this, staff recommends removing these locations from Section (A)(2).
- Section (A)(7): Add a listing of Charles Road at Plano Parkway. There is presently an established school zone at this location, and a recent boundary adjustment on Charles Road extended the roadway and associated school zone to be included within the City of Carrollton city limits. Due to this, staff recommends adding this location to Section (A)(7).

These adjustments will not require the removal or addition of school zone signage or equipment.

### **FINANCIAL IMPLICATIONS:**

Funding to remove, replace, or install school zone signage and equipment can be accommodated in the annual operating budget.

### **IMPACT ON COMMUNITY SUSTAINABILITY:**

This project will support the City Council's strategic objectives and vision of building a community that families and businesses want to call home by:

- Setting reasonable and safe speed limits in designated school zones during school morning drop-off and afternoon pick-up periods of time.

### **STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends that the City Council approve the attached ordinance that revises Chapter 73 Schedule I (A) of the Carrollton City Code.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AMENDING THE CODE OF ORDINANCES CHAPTER 73, "TRAFFIC SCHEDULES" TO AMEND SCHEDULE I SECTION (A)(1) OF THE CARROLLTON CITY CODE BY REMOVING THE 20 MILE-PER-HOUR SCHOOL SPEED ZONES ON MCCOY ROAD, FURNEAUX LANE, PETERS COLONY ROAD, AND FRANKFORD ROAD; TO AMEND SCHEDULE I SECTION (A)(2) BY REMOVING THE 20 MILE-PER-HOUR SCHOOL SPEED ZONES ON BRANCH HOLLOW AND MAUMEE DRIVE; TO AMEND SCHEDULE I SECTION (A)(3) BY CHANGING THE EFFECTIVE TIMES OF THE SCHOOL ZONES IN (A)(3); TO AMEND SCHEDULE I SECTION (A)(6) BY ADDING 20 MILE-PER-HOUR SCHOOL SPEED ZONES ON PLEASANT RUN, PERRY ROAD, JOSEY LANE, COX STREET, AND CROSBY ROAD; TO AMEND SCHEDULE I SECTION (A)(7) BY ADDING A 20 MILE-PER-HOUR SCHOOL SPEED ZONE ON CHARLES ROAD; TO AMEND SCHEDULE I SECTION (A)(9) BY REMOVING THE 20 MILE-PER-HOUR SCHOOL SPEED ZONE ON FRANKFORD ROAD AND BY ADDING A 20 MILE-PER-HOUR SCHOOL SPEED ZONE ON ROSEMEADE PARKWAY; TO AMEND SCHEDULE I SECTION (A)(10) BY REMOVING THE 20 MILE-PER-HOUR SCHOOL SPEED ZONES ON PLEASANT RUN, PERRY ROAD, JOSEY LANE, SCHOOL ROAD, COX STREET, AND CROSBY ROAD; TO AMEND SCHEDULE I SECTION (A)(11) BY REMOVING THE 20 MILE-PER-HOUR SCHOOL SPEED ZONES ON HOLY GRAIL DRIVE AND POLSER ROAD; TO AMEND SCHEDULE I SECTION (A)(13) BY REMOVING THE 20 MILE-PER-HOUR SCHOOL SPEED ZONES ON PLUMDALE DRIVE AND ROSEMEADE PARKWAY; PROVIDING THAT PROOF A CULPABLE MENTAL STATE SHALL NOT BE REQUIRED; PROVIDING FOR SAVINGS, SEVERABILITY, REPEALER, AND PENALTY CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Carrollton, Texas (the "City") is a Home Rule municipality possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of Texas Local Government Code and its Home Rule Charter;

**WHEREAS**, Chapter 545, and particularly Section 545.356 of the Texas Transportation Code, as amended, grants municipalities the authority to prescribe by ordinance reasonable and safe prima facie maximum speed limits to control the operation of motor vehicles;

**WHEREAS**, Section 542.202 of the Texas Transportation Code, as amended, grants the authority to designate school crossing zones and alter speed limits to facilitate safe crossing of the street by children going to or leaving school during the time the reduced speed limit applies;

**WHEREAS**, Title 43 Part 1, Chapter 25 of the Texas Administrative Code provides that reduced speed limits should be used for school zones during the hours when children are going to and from school;

**WHEREAS**, the Carrollton-Farmers Branch Independent School District, Lewisville Independent School District, and Life School Public Charter School District have elected to close schools within the City of Carrollton, causing the removal of select school zones at these locations;

**WHEREAS**, the Dallas Independent School District has adjusted the bell schedule for J.R. Junkins Elementary School and the safety of the students warrants a change in the effective school zone operating times for this location;

**WHEREAS**, Central Elementary School and R. L. Turner High School are schools located within the City of Carrollton and are part of the Carrollton-Farmers Branch Independent School District;

**WHEREAS**, the school zones associated with Central Elementary School and R. L. Turner High School are currently utilizing a combined elementary and high school operating school zone schedule;

**WHEREAS**, the closure of Central Elementary School warrants the adjustment of the remaining school zone operating times adjacent to R. L. Turner High School and the conversion to high school only operating times;

**WHEREAS**, Harmony Science Academy is a school located within the City of Carrollton and is part of the Harmony Academy Public School District;

**WHEREAS**, a portion of Rosemeade Parkway, from 200 feet east of the east curb line of Waynoka Drive to the west curblines of Old Denton Road, is located in the City of Carrollton and is adjacent to Harmony Science Academy;

**WHEREAS**, select school zones are presently established on Frankford Road, Branch Hollow Drive, and Maumee Drive;

**WHEREAS**, Frankford Road from 400 feet east of the center line of Cambridgeshire Drive to 400 feet west of the center line of Cambridgeshire Drive, Branch Hollow Drive from 130 feet east of the centerline of Rabbit Run Road to 130 feet west of the centerline of Windmill Road, and Maumee Drive from the south curb line of Carrollton Parkway to 840 feet south of the south curb line of Carrollton Parkway, are located in the City of Carrollton;

**WHEREAS**, Hebron High School is a school located within the City of Carrollton and is part of the Lewisville Independent School District;

**WHEREAS**, a portion of Charles Road, from the centerline of Plano Parkway to 1021 feet south of centerline of Plano Parkway, is located in the City of Carrollton and is adjacent to Hebron High School;

**WHEREAS**, it is in the interests of the health and safety of the City, and persons using the portions of the roads herein described to amend certain school speed zone boundaries in accordance with the existing school operating times and pedestrian activities.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARROLLTON, TEXAS THAT,**

**Section 1**

The above premises are found to be true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this Ordinance as if copied in their entirety.

**Section 2**

**Chapter 73 Schedule I Section(A)(1)** of the Carrollton City Code is hereby amended to read as follows:

“(1) It shall be unlawful for any person to operate or drive any vehicle at a speed greater than 20 miles per hour, this speed being the prima facie maximum speed limit; any speed in excess thereof shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful on any of the following streets or portions thereof between the hours of 6:45 a.m. and 7:55 a.m.; 2:40 p.m. and 3:45 p.m. during school days.

**CEMETERY HILL ROAD:** From the north curb line of East Peters Colony Road to 100 feet south of the centerline of St. James Drive/Addington Drive

**DENTON DRIVE:** From 100 feet north of the centerline of Jeanette Way to 215 feet south of the centerline of Study Lane

**DORCHESTER DRIVE:** From the north curb line of East Peters Colony Road to the south curb line of Paxton Drive

**FRANKFORD ROAD:** From 175 feet east of the centerline of Standridge Drive to the east curb line of Fairgate Drive

**FYKE ROAD:** From the west curb line of Webb Chapel Road to 100 feet west of the centerline of Valleywood Drive

**GUERRERO DRIVE:** From the south curb line of East Trinity Mills Road to 300 feet south of the centerline of Northmoor Drive

**JOSEY LANE:** From 300 feet south of the centerline of Pearl Street/Walnut Plaza to 400 feet north of the center line of Walnut Plaza

**KELLER SPRINGS ROAD:** From 400 feet east of the center line of Willowgate Lane to 400 feet west of the centerline of Willowgate Lane



**KELLER SPRINGS ROAD/WHITLOCK LANE:** From 350 feet east of the centerline of North Denton Drive to 350 feet west of the center line of North Denton Drive

**KIMBERLY DRIVE:** From the south curb line of Raleigh Drive to 150 feet north of the center line of Derby Run”

### **Section 3**

**Chapter 73 Schedule I Section(A)(2)** of the Carrollton City Code is hereby amended to read as follows:

“(2) It shall be unlawful for any person to operate or drive any vehicle at a speed greater than 20 miles per hour, this speed being the prima facie maximum speed limit; any speed in excess thereof shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful on any of the following streets or portions thereof between the hours of 7:00 a.m. to 8:00 a.m. and 2:45 p.m. to 3:45 p.m. during school days.

**ARBOR CREEK DRIVE:** From 300 feet west of the centerline of Clearwater Trail to 300 feet east of the centerline of Lone Star Drive

**BRANCH HOLLOW DRIVE:** From the west curb line at the intersection of North Josey Lane to 130 feet west of the centerline of Windmill Road

**CARROLLTON PARKWAY:** From the west curb line of Old Denton Road to 50 feet east of the east curb line of Kiowa Street

**CLEARWATER TRAIL:** From 100 feet north of the centerline of Arbor Creek Drive to 100 feet east of the centerline of Westchester Drive/Greenview Drive

**GREENVIEW DRIVE:** From the north curb line of Clearwater Trail to 100 feet east of the centerline of Lone Star Drive

**JOSEY LANE:** From 445 feet south of the south curb line of Branch Hollow Drive to 530 feet north of the north curb line of Branch Hollow Drive

**LONE STAR DRIVE:** From the south curb line of Arbor Creek Drive to the north curb line of Greenview Trail

**MAUMEE DRIVE:** From the south curb line of Carrollton Parkway to 200 feet south of the south curb line of Chickasaw Drive

**RABBIT RUN ROAD:** From 140 feet north of the north curb line of Countryside Drive to 170 feet north of the centerline of Branch Hollow Drive

**WESTCHESTER DRIVE:** From the north curb line of Clearwater Trail to 100 feet south of the centerline of Clearwater Trail

**WINDMILL ROAD:** From 155 feet north of the centerline of Countryside Drive to 130 feet north of the centerline of Branch Hollow Drive”

#### **Section 4**

**Chapter 73 Schedule I Section (A)(3)** of the Carrollton City Code is hereby amended to read as follows:

“It shall be unlawful for any person to operate or drive any vehicle at a speed greater than 20 miles per hour, this speed being the prima facie maximum speed limit; any speed in excess thereof shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful on any of the following streets or portions thereof between the hours of 7:15 a.m. and 8:15 a.m.; 3:05 p.m. and 4:05 p.m. during school days.”

The remainder of Chapter 73 Schedule I Section (A)(3), as amended, including all roadways and locations listed therein, shall remain in full force and effect.

#### **Section 5**

**Chapter 73 Schedule I Section(A)(6)** of the Carrollton City Code is hereby amended to add the following:

**“COX STREET:** From the west curb line of South Josey Lane to 600 feet east of the centerline of School Road.

**CROSBY ROAD:** From 260 feet east of the centerline of South Josey Lane to 450 feet east of the centerline of Lerner Road.

**JOSEY LANE:** From 300 feet north of the centerline of East Crosby Road to the south city limits.

**PERRY ROAD:** From the north curb line of Pleasant Run Road to the south curb line of East Crosby Road.

**PLEASANT RUN ROAD:** From 265 feet east of the centerline of South Perry Road to 170 feet west of the centerline of South Perry Road.”

The remainder of Chapter 73 Schedule I Section(A)(6), as amended, including all other roadways and locations listed therein, shall remain in full force and effect.

## Section 6

**Chapter 73 Schedule I Section(A)(7)** of the Carrollton City Code is hereby amended to add the following:

“**CHARLES ROAD:** From the centerline of Plano Parkway to 1021 feet south of centerline of Plano Parkway.”

The remainder of Chapter 73 Schedule I Section(A)(7), as amended, including all other roadways and locations listed therein, shall remain in full force and effect.

## Section 7

**Chapter 73 Schedule I Section(A)(9)** of the Carrollton City Code is hereby amended to read as follows:

“(9) It shall be unlawful for any person to operate or drive any vehicle at a speed greater than 20 miles per hour, this speed being the prima facie maximum speed limit; any speed in excess thereof shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful on any of the following streets or portions thereof when a flashing signal for the school zone is in operation during school days.

“**ROSEMEADE PARKWAY:** From 200 feet east of the east curb line of Waynoka Drive to the west curb line of Old Denton Road.”

## Section 8

**Chapter 73 Schedule I Section(A)(10)** of the Carrollton City Code is hereby amended to remove the following:

“**COX STREET:** From the west curb line of South Josey Lane to 600 feet east of the centerline of School Road.”

\*\*\*

“**CROSBY ROAD:** From 260 feet east of the centerline of South Josey Lane to 450 feet east of the centerline of Lerner Road.”

\*\*\*

“**JOSEY LANE:** From 300 feet north of the centerline of East Crosby Road to the south city limits.”

\*\*\*

**“PERRY ROAD:** From the north curb line of Pleasant Run Road to the south curb line of East Crosby Road.”

\*\*\*

**“PLEASANT RUN ROAD:** From 265 feet east of the centerline of South Perry Road to 170 feet west of the centerline of South Perry Road.”

\*\*\*

**“SCHOOL ROAD:** From 335 feet north of centerline of Cox Street extending 335 feet south of centerline of Cox Street.”

## **Section 9**

**Chapter 73 Schedule I Section(A)(11)** of the Carrollton City Code is hereby amended to remove the following:

**“POLSER ROAD:** From the west curb line of Holy Grail Drive to 700 feet west of the west curb line of Holy Grail Drive.”

\*\*\*

**“HOLY GRAIL DRIVE:** From the south curb line of Polser Road to 610 feet south of the south curb line of Polser Road.”

## **Section 10**

**Chapter 73 Schedule I Section(A)(13)** of the Carrollton City Code is hereby amended to remove the following:

**“PLUMDALE DRIVE:** From 120’ south of the south curb line of Trinity Mills Road to 185’ north of the north curb line of Sedgeway Lane.”

\*\*\*

**“ROSEMEADE PARKWAY:** From 200 feet east of the east curb line of Waynoka Drive to the west curb line of Old Denton Road.”

## **Section 11**

Allegation and evidence of a culpable mental state is not required for the proof of an offense defined in Chapter 73 Schedule I Speed Limits.

## **Section 12**

All other provisions of Chapter 73 Schedule I not expressly amended as stated herein, shall remain in full force and effect.

## **Section 13**

The provisions of this ordinance are severable in accordance with Section 10.07 of the Carrollton City Code.

## **Section 14**

This Ordinance shall be cumulative of all other ordinances of the City, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed; provided, however, that any complaint, notice, action, cause of action or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provision of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

## **Section 15**

A conviction of a violation of the terms of this ordinance shall be a misdemeanor punishable in accordance with Section 10.99 of the Carrollton City Code, as amended.

## **Section 16**

This ordinance shall take effect immediately from and after its adoption and publication as required by law.

**DULY PASSED AND APPROVED** by the City Council of the City of Carrollton, Texas this 17th day of June 2025.

---

Steve Babick, Mayor

**ATTEST:**

---

Chloe Sawatzky, City Secretary

**APPROVED AS TO FORM:**

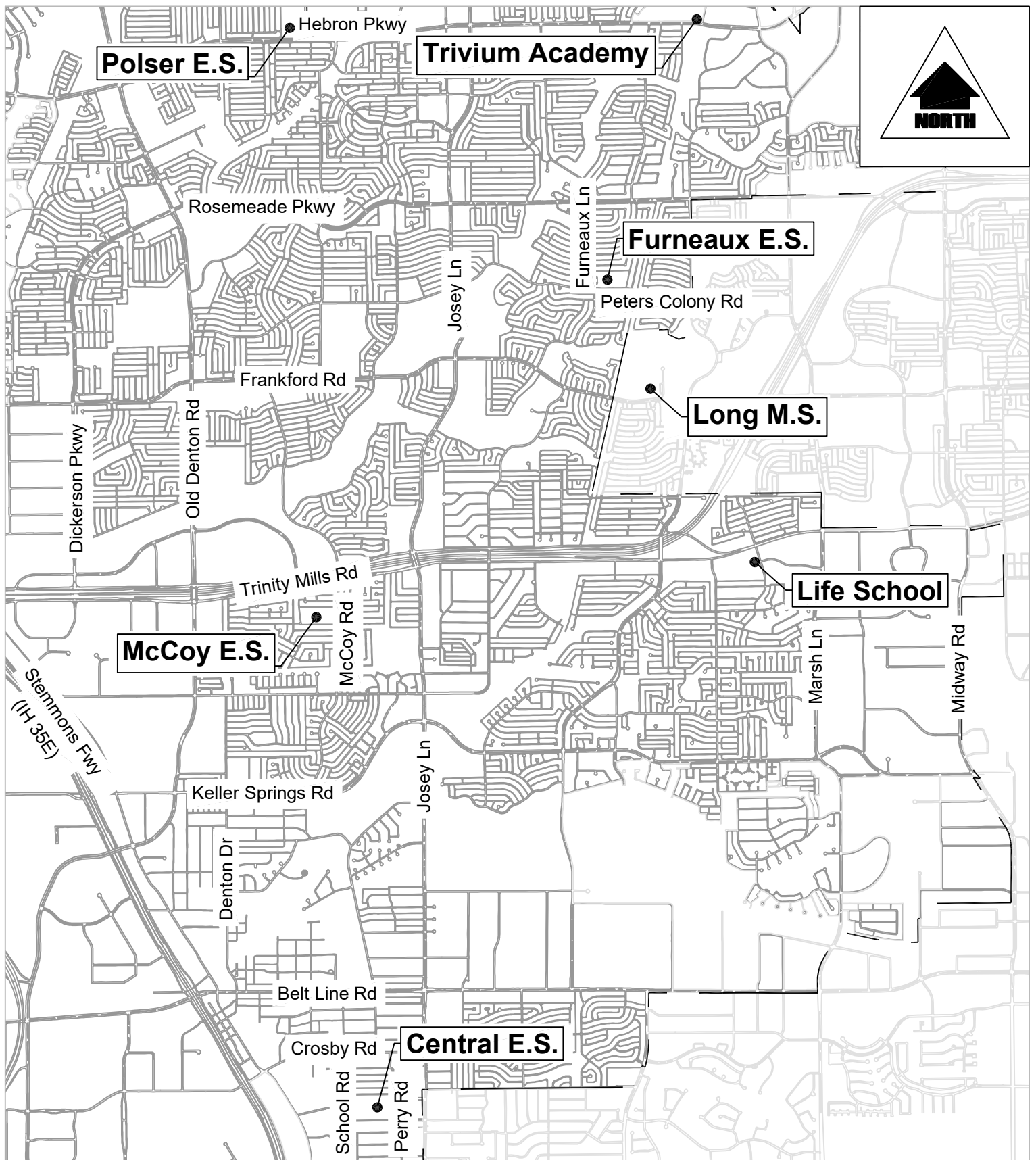
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Meredith Ladd  
City Attorney

**APPROVED AS TO CONTENT:**

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Jonathan Wheat, P.E.  
Director of Engineering



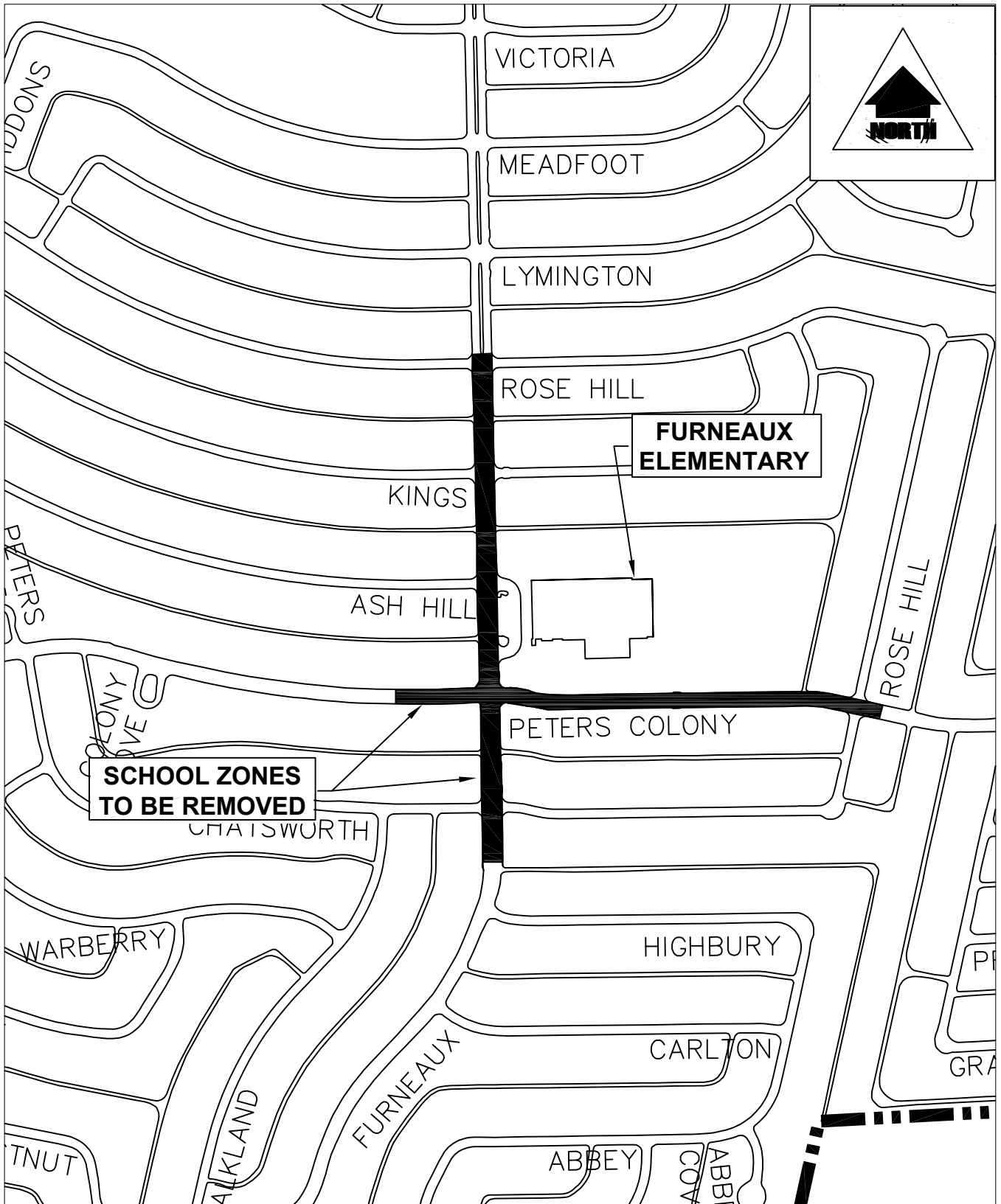
# EXHIBIT 1

## ANTICIPATED CARROLLTON SCHOOL CLOSURES

SCALE: N.T.S.  
DATE: 06/25

ENGINEERING  
DEPARTMENT





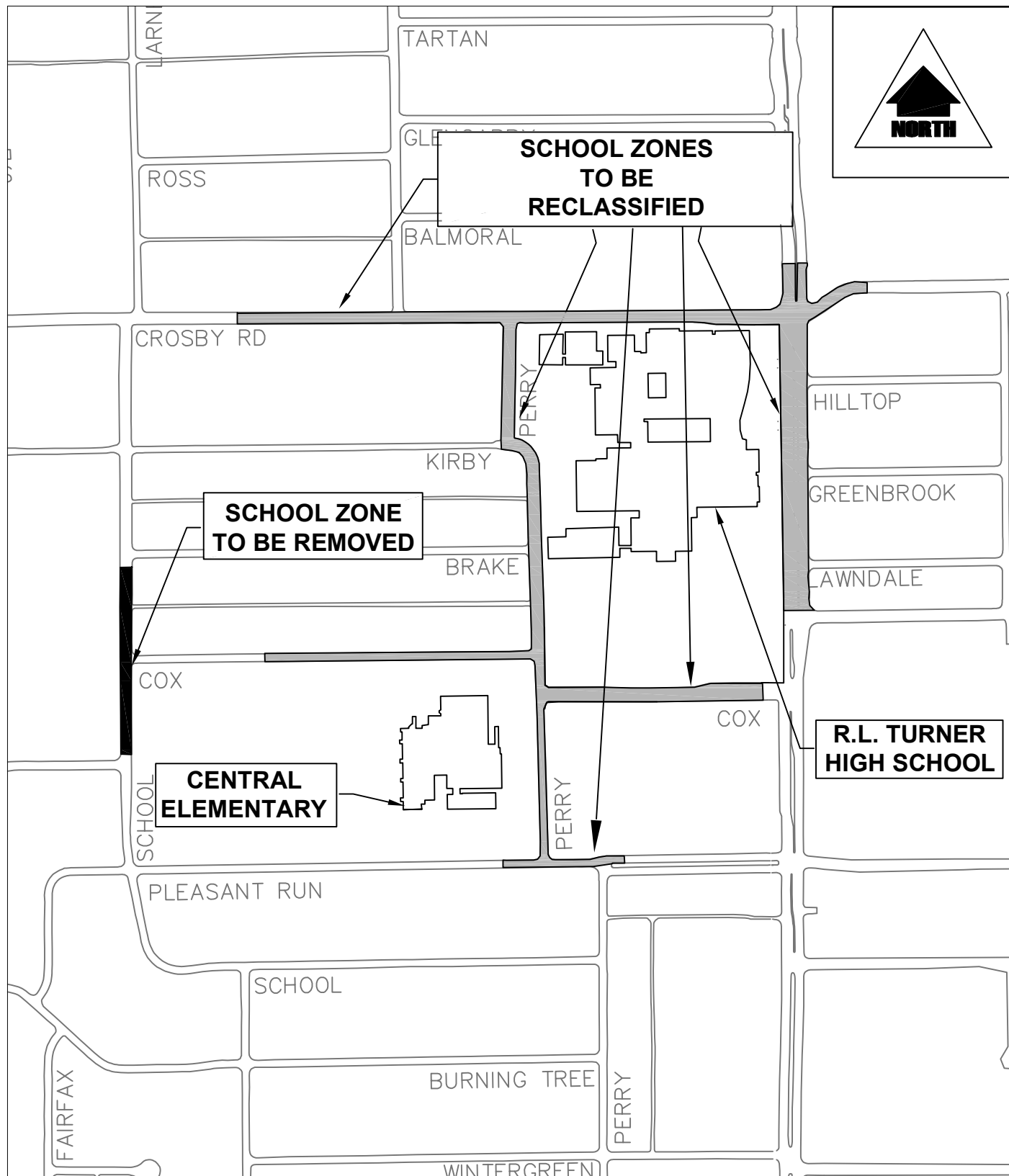
**EXHIBIT 2**  
**FURNEAUX ELEMENTARY**  
**PROPOSED SCHOOL ZONE REMOVAL**

SCALE: NTS  
DATE: 06/25

**ENGINEERING  
DEPARTMENT**

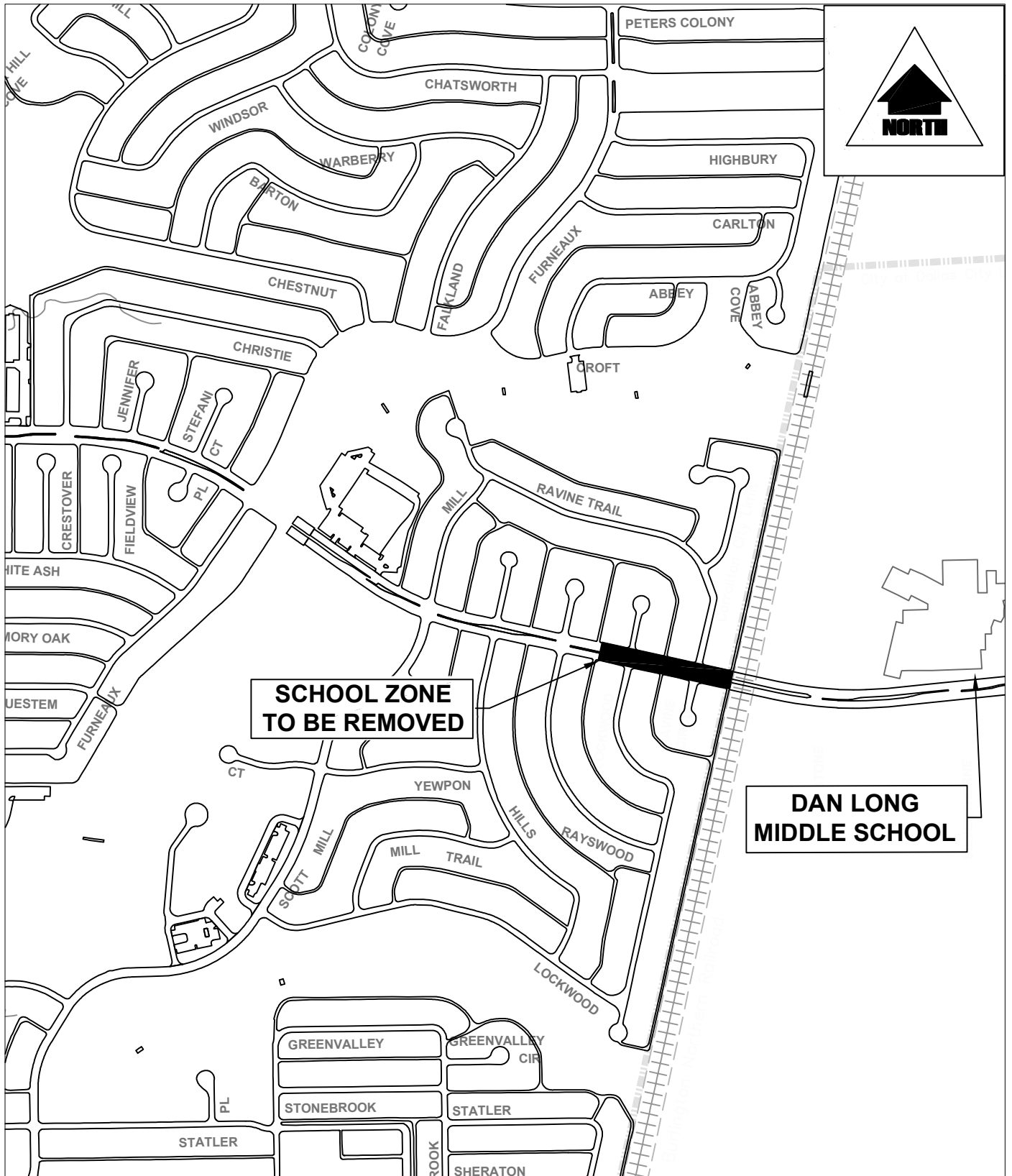






# **EXHIBIT 4** **CENTRAL ELEMENTARY** **PROPOSED SCHOOL ZONE REMOVAL** **AND RECLASSIFICATION**

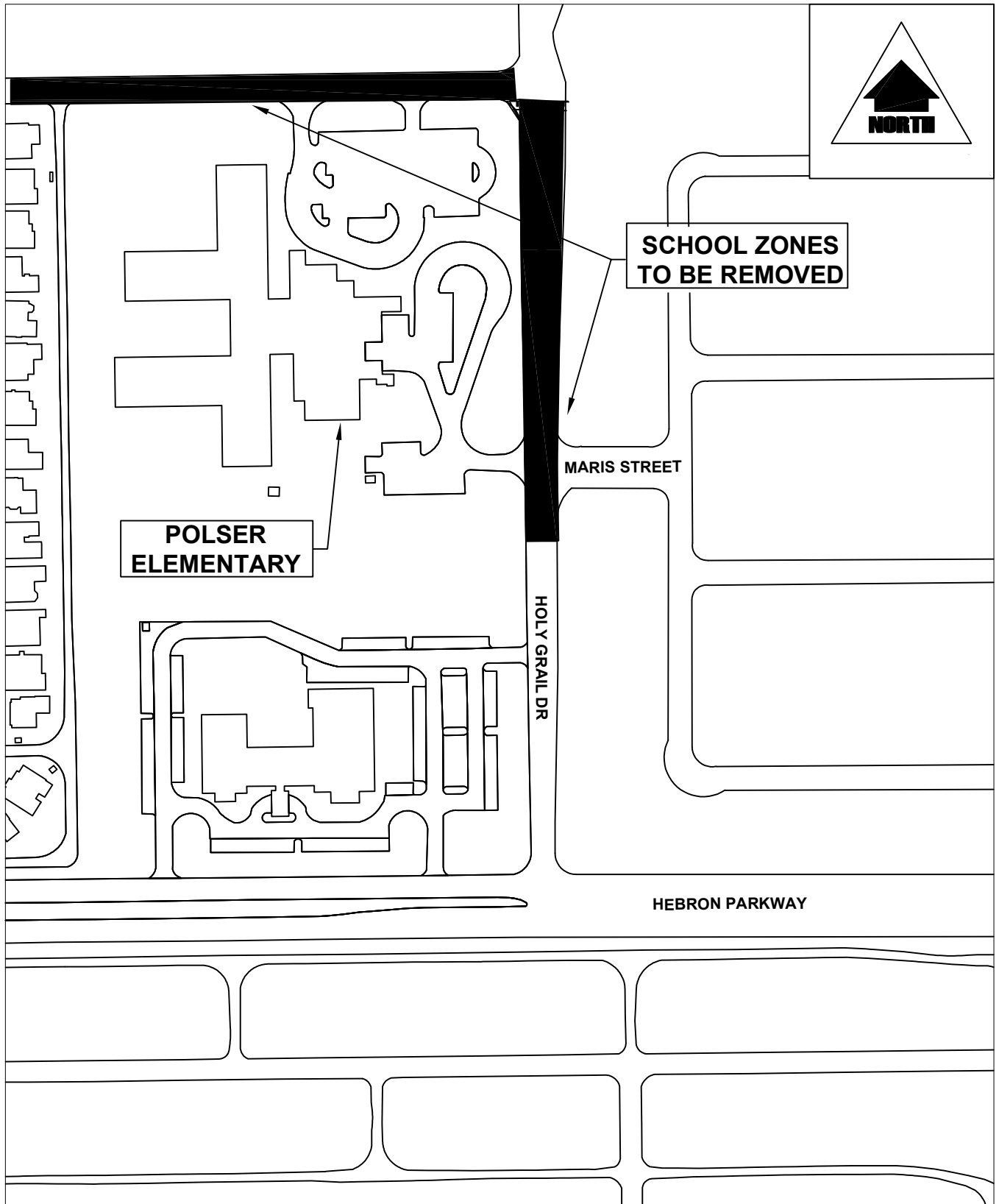
SCALE: NTS  
 DATE: 06/25  
**ENGINEERING  
 DEPARTMENT**



## EXHIBIT 5 DAN LONG MIDDLE SCHOOL PROPOSED SCHOOL ZONE REMOVAL

SCALE: NTS  
DATE: 06/25

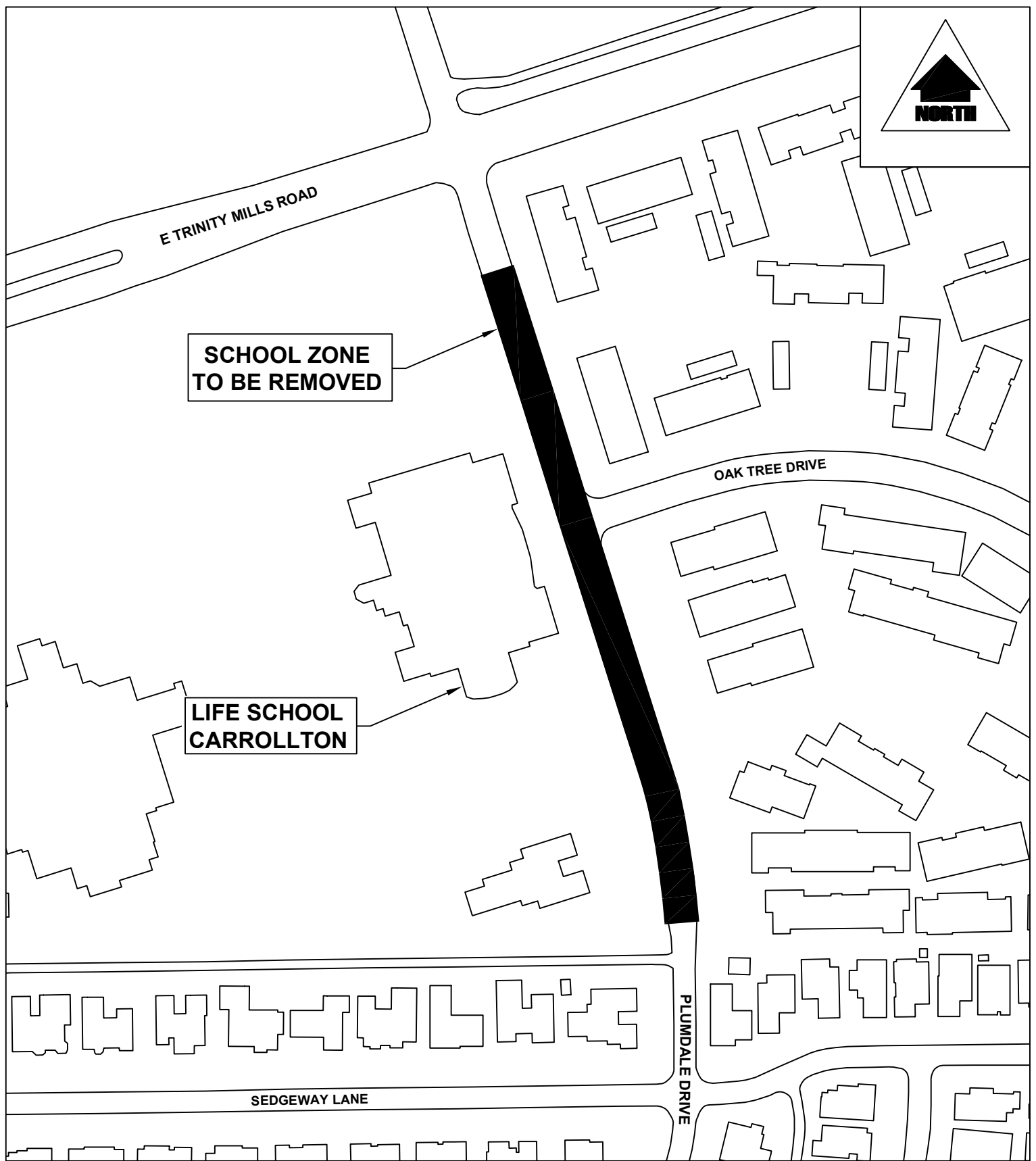
ENGINEERING  
DEPARTMENT



**EXHIBIT 6**  
**POLSER ELEMENTARY**  
**PROPOSED SCHOOL ZONE REMOVAL**

SCALE: NTS  
DATE: 06/25

**ENGINEERING  
DEPARTMENT**



**EXHIBIT 7**  
**LIFE SCHOOL CARROLLTON**  
**PROPOSED SCHOOL ZONE REMOVAL**

SCALE: NTS  
DATE: 06/25

**ENGINEERING  
DEPARTMENT**





## Agenda Memo

File Number: 7242

**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*22.

**CC MEETING: June 17, 2025**

**DATE:** June 3, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Heather Smith, Recreation Manager  
Chrystal Davis, Assistant City Manager

Consider A **Resolution Adopting The 2025 Parks, Recreation, And Open Space Master Plan.**

### **BACKGROUND:**

The purpose of this agenda item is to consider a resolution adopting the 2025 Parks, Recreation, and Open Space (PROS) Master Plan as the guiding strategic framework for future development, programming, and maintenance of Carrollton's parks and recreation system.

The Master Plan was developed through an extensive community engagement process, robust system-wide analysis, and collaboration with Parks and Recreation staff, the Parks Board, City Executive Leadership, and Dunaway, our consulting partners. The plan provides a clear roadmap for enhancing parks, trails, facilities, and recreational programming across the City over the next 10 years.

The PROS Master Plan evaluates existing conditions, identifies facility and program needs, outlines priority improvements, and recommends funding strategies. It reflects a commitment to equity, accessibility, sustainability, and quality-of-life enhancement for all Carrollton residents.

Key elements of the Plan include:

- Community-driven priorities identified through public survey responses, focus groups, and stakeholder input;
- A prioritized list of recommendations for facility upgrades, new amenities, expanded trails, and program development;
- A long-term action plan to guide capital improvements, partnerships, and resource planning;
- A system-wide focus on inclusive programming, especially for seniors, adaptive recreation, cultural arts, and historic preservation;
- Coordination with other city planning efforts, including the Elm Fork Nature Preserve Master Plan, Trails Master Plan, and Downtown Master Plan.

Early implementation efforts already underway include:

- A cost-per-acre analysis for parks maintenance to inform future resource allocation;
- Redevelopment planning for Elm Fork Nature Preserve in partnership with Dallas County;
- Expanded offerings in adaptive, senior, and cultural programming;
- Restoration of the A.W. Perry Homestead and development of new historical programming.

The plan will also be supported by a forthcoming online story map to enhance public accessibility and engagement with plan highlights and next steps.

**FINANCIAL IMPLICATIONS:**

While adoption of the plan itself carries no direct fiscal impact, it will guide future capital improvements and operating budget priorities. The plan identifies potential funding sources, including grants, partnerships, and future bond programs, to support phased implementation. This updated plan allows the department to apply for state grants.

**IMPACT ON COMMUNITY SUSTAINABILITY:**

The 2025 PROS Master Plan supports long-term community sustainability through its emphasis on equitable access, active lifestyles, environmental preservation, and placemaking. It is designed to enhance the livability, inclusivity, and well-being of Carrollton's neighborhoods for generations to come.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends City Council approve the resolution adopting the 2025 Parks, Recreation, and Open Space Master Plan as the City's official strategic guide for the future of its parks and recreation system.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, ADOPTING THE 2025 PARKS, RECREATION, AND OPEN SPACE MASTER PLAN AS THE CITY’S STRATEGIC FRAMEWORK FOR THE FUTURE DEVELOPMENT, ENHANCEMENT, AND MANAGEMENT OF PARKS AND RECREATIONAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Carrollton, Texas (the “City”), is a Home Rule Municipality possessing the full power of local self-government pursuant to Article XI, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code, and its Home Rule Charter; and

**WHEREAS**, the City of Carrollton is committed to providing high-quality parks, recreational facilities, and programs that promote health, wellness, inclusion, and quality of life for all residents; and

**WHEREAS**, the City, in partnership with community stakeholders, the Parks and Recreation Board, and a professional consulting team, has developed the 2025 Parks, Recreation, and Open Space Master Plan (the “Plan”), a comprehensive document that outlines a 10-year vision and action strategy to guide the future of the City’s parks system; and

**WHEREAS**, the Plan reflects extensive public input, assessment of existing facilities and programming, and a strategic framework for prioritizing investments, expanding access, improving infrastructure, and aligning parks planning with broader City goals; and

**WHEREAS**, the City Council has reviewed the Plan and finds it to be in the best interests of the City and its residents to adopt the Plan as the official guide for planning, funding, and implementing parks and recreation initiatives.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARROLLTON, TEXAS, THAT:**

**SECTION 1**

The above premises are found to be true and correct legislative and factual findings of the City Council and are hereby approved, ratified, and incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2**

The 2025 Parks, Recreation, and Open Space Master Plan, attached hereto as Exhibit A and incorporated by reference for all purposes, is hereby adopted as the City’s strategic plan for guiding the development and operation of parks and recreation services.

**SECTION 3**

The City Manager is authorized to take those steps reasonable and necessary to comply with the intent of this Resolution.

**SECTION 4**

This Resolution shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Carrollton, Texas this 17<sup>th</sup> day of June, 2025.

**ATTEST:**

\_\_\_\_\_  
Steve Babick, Mayor

\_\_\_\_\_  
Chloe Sawatzky, City Secretary

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Meredith A. Ladd, City Attorney

\_\_\_\_\_  
Scott Whitaker,  
Parks and Recreation Director



# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7245

**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*23.

**CC MEETING: June 17, 2025**

**DATE:** June 10, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Jonathan Wheat, P.E., Director of Engineering  
Shannon Hicks, P.E., Assistant City Manager

Consider A **Resolution Authorizing The City Manager To Negotiate And Execute A Professional Services Contract With CSRS, LLC For Engineering Services Related To Storm Damage Assessment and Evaluation In An Amount Not To Exceed \$100,000.00.**

### **BACKGROUND:**

The City of Carrollton has faced significant storm damage the past two years, requiring assessment and evaluation of wind and water damage to City facilities. This contract will provide professional engineering services to assess storm damage to City facilities and draft reports to submit claims. The City does not currently have a process to professionally evaluate storms damage and relies on evaluation from the insurance company.

Staff evaluated the statement of qualifications from CSRS for storm damage assessments and found the firm is well qualified to meet the needs of the City.

### **FINANCIAL IMPLICATIONS:**

There are no direct financial implications associated with the approval of this agenda item. Services will be provided as events occur within the City causing damage to City Facilities. Funding for these services will come from contingency determined at the time of the emergency.

### **IMPACT ON COMMUNITY SUSTAINABILITY:**

This project will support the City Council's strategic objectives and vision of building a community that families and businesses want to call home by:

- Providing professional storm damage assessment to City Facilities.
- Reducing time to submit storm damage claims.

**STAFF RECOMMENDATION/ACTION DESIRED:**

Staff recommends City Council approve a resolution authorizing the City Manager to enter into a professional services contract with CSRS, LLC for engineering services related to storm damage assessment and evaluation in an amount not to exceed \$100,000.00.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH CSRS, LLC FOR ENGINEERING SERVICES RELATED TO STORM DAMAGE ASSESSMENT AND EVALUATION; AND PROVIDING AN EFFECTIVE DATE.**

**NOW THEREFOR, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, THAT:**

**SECTION 1:**

The City Manager, or designee, is authorized to negotiate and execute a professional services contract with CSRS, LLC for engineering services related to storm damage assessment and evaluation in an amount not to exceed \$100,000;

**SECTION 2:**

The City Manager, or designee, is authorized to take those steps reasonable and necessary to comply with the intent of this Resolution.

**SECTION 3:**

This Resolution shall take effect immediately from and after its passage.

**PASSED and APPROVED on this 17th day of June 2025.**

**CITY OF CARROLLTON, TEXAS**

By: \_\_\_\_\_  
Steve Babick, Mayor

**ATTEST:**

\_\_\_\_\_  
Chloe Sawatzky, City Secretary

Approved as to form:

Approved as to content:

\_\_\_\_\_  
Meredith A. Ladd, City Attorney

\_\_\_\_\_  
Jonathan Wheat, P.E.,  
Director of Engineering





# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7248

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**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*24.

**CC MEETING: June 17, 2025**

**DATE:** June 11, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Chloe Sawatzky, City Secretary

**Consider A Resolution Appointing A Member To The Dallas Area Rapid Transit (DART) Board Of Directors.**

### **BACKGROUND:**

Members of DART's Board of Directors serve staggered, two-year terms pursuant to section 452.587 of the Texas Transportation Code. Doug Hrbacek was first appointed to serve on the DART Board in 2019 and was reappointed in 2021 and 2023. This is a shared appointment with the City of Irving who is also recommending the reappointment of Mr. Hrbacek.

### **STAFF RECOMMENDATION**

Staff recommends Council approve the attached resolution to reappoint Doug Hrbacek to the DART Board of Directors for a 2-year term.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF CARROLLTON, TEXAS,  
APPOINTMENT A MEMBER TO SERVE ON THE DALLAS AREA RAPID TRANSIT  
(DART) BOARD OF DIRECTORS; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARROLLTON, TX  
THAT:**

**SECTION 1**

Doug Hrbacek is appointed to serve on the DART Board of Directors at the pleasure of the City Council for a term of two years.

**SECTION 2**

This resolution shall take effect July 1, 2025.

**DULY PASSED AND APPROVED** by the City Council of the City of Carrollton, TX this 17th day of June, 2025.

**CITY OF CARROLLTON, TEXAS**

\_\_\_\_\_  
Steve Babick, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Chloe Sawatzky, City Secretary

\_\_\_\_\_  
Meredith A. Ladd, City Attorney





# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

File Number: 7253

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**Agenda Date:** 6/17/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** \*25.

**CC MEETING: June 17, 2025**

**DATE:** June 11, 2025

**TO:** Erin Rinehart, City Manager

**FROM:** Chloe Sawatzky, City Secretary

Consider A **Resolution Appointing A Mayor Pro Tempore And A Deputy Mayor Pro Tempore.**

### **BACKGROUND:**

The City Charter provides that the City Council shall appoint from among the City Council members, a Mayor Pro Tempore and Deputy Mayor Pro Tempore. The Mayor Pro Tem shall act as Mayor during the absence or disability of the Mayor. The Deputy Mayor Pro Tem shall represent the City at ceremonial functions in the event the Mayor and Mayor Pro Tem are absent, unavailable, or disabled from performing their duties.

### **STAFF RECOMMENDATIONS:**

Staff requests selection of a Mayor Pro Tempore and Deputy Mayor Pro Tempore, and approval of the attached Resolution confirming the appointment.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS  
ELECTING A MAYOR PRO TEMPORE AND A DEPUTY MAYOR PRO TEMPORE  
PURSUANT TO SECTION 2.05 OF THE CITY CHARTER.**

**WHEREAS**, the City of Carrollton, Texas (“City”) is a Home Rule municipality possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of Texas Local Government Code and its Home Rule Charter; and

**WHEREAS**, Section 2.05 of the Carrollton City Charter provides that the City Council of the City of Carrollton, Texas (“City Council”), shall elect from among the City Council members, a Mayor Pro Tempore who shall act as mayor during the absence or disability of the Mayor, and;

**WHEREAS**, the Council Governance Policy And Rules of Procedure, Section IV also provides that the City Council shall elect from among the City Council members a Deputy Mayor Pro Tempore who shall represent the City at ceremonial functions in the event the Mayor and Mayor Pro Tempore are absent, unavailable, or disabled from performing their duties; and

**WHEREAS**, in the event both the Mayor and Mayor Pro Tempore are physically prevented from performing their official duties in a disaster or other event that necessitates an elected official perform duties required by law, the City Council shall convene at the earliest possible time and appoint a Deputy Mayor Pro Tempore to serve temporarily as Mayor Pro Tempore until such time as the Mayor or Mayor Pro Tempore are available and capable of resuming the duties of office.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF CARROLLTON, STATE OF TEXAS, THAT:**

**SECTION 1**

The above and foregoing premises are found to be true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2**

\_\_\_\_\_ is hereby elected Mayor Pro Tempore until July 2026, and shall act as Mayor during the disability or absence of the Mayor, or when directed by the Council if the Mayor refuses to act, and in this capacity shall have all the rights conferred upon the Mayor.

**SECTION 3**

\_\_\_\_\_ is hereby elected Deputy Mayor Pro Tempore until July 2026, and shall represent the city at ceremonial functions in the event the Mayor and Mayor Pro Tempore are absent, unavailable, or disabled from performing their duties.

**SECTION 4**

This Resolution shall take effect July 1, 2025.

**DULY PASSED AND APPROVED** by the City Council of the City of Carrollton, Texas this 17th day of June, 2025.

**CITY OF CARROLLTON, TEXAS**

\_\_\_\_\_  
Steve Babick, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Chloe Sawatzky, City Secretary

\_\_\_\_\_  
Meredith A. Ladd, City Attorney





# City of Carrollton

1945 E. Jackson Rd  
Carrollton TX 75006

## Agenda Memo

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**Agenda Date:**

**Version:** 1

**Status:** Public Forum

**In Control:** City Council

**File Type:** Public Forum

**Agenda Number:** 26.

**Hearing of any citizen/visitor on items not listed on the regular meeting agenda. Citizens wishing to address the Council regarding items on the posted agenda will be called to speak during the Council's consideration of such items.**

Citizens/visitors should complete an appearance card located on the table at the entrance to the City Council Chambers. Speakers must address their comments to the presiding officer rather than to individual Council members or staff; Stand at the podium, speak clearly into the microphone and state your name and address prior to beginning your remarks; Speakers will be allowed between 2 and 5 minutes for testimony; Speakers making personal, impertinent, profane or slanderous remarks may be removed from the room; Unauthorized remarks from the audience, stamping of feet, whistles, yells, clapping, and similar demonstrations will not be permitted; No placards, banners or signs will be permitted in the Chambers or in any other room in which the Council is meeting. In accordance with the State Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda. Action can only be taken at a future meeting.