

City of Carrollton

1945 E. Jackson Road
Carrollton, TX 75006



REGULAR WORKSESSION & MEETING

Tuesday, March 3, 2026

5:45 PM

CITY HALL, 2nd Floor

City Council

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

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

1. 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 to the governmental body under the Texas Disciplinary Rules of Professional Conduct regarding confidential communication with the City Council.
 - **Section 551.087** to discuss Economic Development.
2. Council will reconvene in open session to consider action, if any, on matters discussed in the Executive Session.

*****WORKSESSION*****

3. Discuss **Multi-Year Budget And Financial Forecast.**
4. **Mayor And Council Reports And Information Sharing.**

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

INVOCATION - Deputy Mayor Pro Tem Daisy Palomo

PLEDGE OF ALLEGIANCE - Councilmember Andrew Palacios

PRESENTATIONS

5. Present **Certificate to the Mayor's Spotlight Award Recipient.**
6. Present **Life Saving Award To Care Team Members, Firefighters, Police Officers, And Dispatchers For Their Work In Achieving First Avive 4MC Save.**

CITIZEN COMMENT

7. **Citizen Comment is the opportunity for citizens/visitors to speak on items listed on the posted meeting agenda. Citizens/visitors wishing to address the Council regarding items not on the posted meeting agenda will have the opportunity 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 city of residence prior to beginning your remarks; Speakers will be allowed up to 3 minutes for testimony; Speakers making loud, abusive, personal, defamatory, impertinent, profane, threatening, or impertinent remarks may be removed from the room; Unauthorized remarks from the audience, stamping of feet, whistles, yells, booing, 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. Any person who does not comply with these provisions is subject to removal or forfeiting their right to attend a future meeting. In accordance with the Texas 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 the Consent Agenda and require no deliberation by the Council. Council may approve all items in this section with a single vote. Each Council member has the prerogative of removing an item from this section so that it may be considered separately. Contracts and agreements are available upon request.)*

MINUTES

Consider **Approval Of The February 17, 2026 Regular Meeting Minutes.**

*8.

CONTRACTS & AGREEMENTS

- *9. Consider **Authorizing The City Manager To Enter Into An Interlocal Agreement For General Mobility Funds With Dallas Area Rapid Transit.**

- *10. Consider **Authorizing The City Manager To Enter Into An Interlocal Cooperation Agreement For Contributions To Tax Increment Reinvestment Zones With Dallas Area Rapid Transit.**

- *11. Consider **Authorizing The City Manager To Enter Into An Agreement With Catapult Staffing, LLC, Through DIR Purchasing Cooperative, For Staffing Services In A Total Amount Not To Exceed \$1,200,000.00.**

- *12.** Consider Authorizing The City Manager To Enter Into An Agreement With Bound Tree Medical LLC Pursuant To An Interlocal Agreement With The City Of Midlothian For RFP 10.2025_1 2025-28 Emergency Medical System (EMS) Supplies, In An Amount Not To Exceed \$250,000.00 Annually, For A Total Five-Year Contract Amount Not To Exceed \$1,250,000.00.
- *13.** Consider Authorizing The City Manager To Approve A Construction Contract With Garret Shields Infrastructure, LLC For The Whitlock Addition Street Reconstruction Phase 3 Project In An Amount Not To Exceed \$7,007,354.10.
- *14.** Consider Authorizing The City Manager to Execute Change Order No. 04 With Gomez Floor Covering, Inc. Dba GFC Contracting, For Additional Work On The City Hall Basement Remodel Project In An Amount Not To Exceed \$3,979.00, Increasing The Total Project Contract To \$965,925.00.
- *15.** Consider Authorizing The City Manager To Execute Change Order No. 04 With Camino Construction, LP. For Additional Work As Part Of Country Villas Street Reconstruction Project, In An Amount Not To Exceed \$18,000.00, Increasing The Total Project Contract To An Amount Not To Exceed \$8,065,045.00.
- *16.** Consider Authorizing The City Manager To Enter Into An Agreement With Solid Border, Through Texas DIR Purchasing Cooperative, For Managed Security Services In An Annual Amount Not To Exceed \$160,000.00, For A Three-Year Total Not To Exceed \$480,000.00.

RESOLUTIONS

- *17.** Consider Approval Of A Resolution Appointing A Member To The Museum And Historic Advisory Committee.
- *18.** Consider A Resolution Authorizing The City Manager To Negotiate And Execute A Professional Services Agreement With Hoefler Welker, LLC, For Design, Plan Preparation And Construction Administration Assistance For The Fire Station 5 And South Service Center Replacement Project In An Amount Not To Exceed \$2,835,000.00.
- *19.** Consider A Resolution Authorizing The City Manager To Negotiate And Execute A Professional Services Agreement With Kimley-Horn Associates, Inc. For Engineering Services Related To Intersection Improvements At Josey Lane And Parker Road In An Amount Not To Exceed \$390,700.00.

PUBLIC HEARING - INDIVIDUAL CONSIDERATION

20. Hold A Public Hearing To Consider An Ordinance Amending The Zoning To Establish A Special Use Permit To Allow Other Motor Vehicle Sales On An Approximately 8.79 Acre Lot Zoned (LI) Light Industrial District And Located At 1519 West Belt Line Road; Amending The Official Zoning Map Accordingly. Case No. PLSUP 2025-163 Romco Auto Sales.

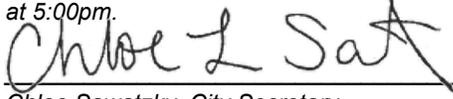
PUBLIC FORUM

21. **Public Forum** is the opportunity for citizens/visitors to speak on items not listed on the posted meeting agenda. Citizens/visitors wishing to address the Council regarding items on the posted meeting agenda will have the opportunity to speak during the Citizen Comment.

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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 25th day of February 2026 at 5:00pm.



Chloe Sawatzky, City Secretary

This building is wheelchair accessible. To request accommodations or sign language interpretive services, please contact the City Secretary's Office at least 72 hours in advance by email at citysecr@cityofcarrollton.com or by phone at 972-466-3001. The City of Carrollton provides opportunities and services 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 post agendas for such events; however, there is no legal requirement to do so and in the event a notice is not posted for such functions, 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: 5215

Agenda Date:

Version: 1

Status: Executive session

In Control: City Council

File Type: Procedural Item

Agenda Number: 1.

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 to the governmental body under the Texas Disciplinary Rules of Professional Conduct regarding confidential communication with the City Council.
- **Section 551.087** to discuss Economic Development.



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo File Number: 5218

Agenda Date:

Version: 1

Status: Executive session

In Control: City Council

File Type: Procedural Item

Agenda Number: 2.

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



Agenda Memo
File Number: 7555

Agenda Date: 3/3/2026

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 3.

CC MEETING: March 3, 2026

DATE: February 17, 2026

TO: Erin Rinehart, City Manager

FROM: Melissa Everett, Finance Director
Diana Vaughn, Chief Financial Officer
Chrystal Davis, Assistant City Manager

Discuss **Multi-Year Budget And Financial Forecast.**

BACKGROUND:

Each Spring, staff presents a multi-year forecast to City Council to receive preliminary guidance regarding the preparation of the annual budget. The formal budget process for City Council will begin in late-July with the distribution of the preliminary budget on or before July 31 and end with the adoption of the operating and capital budgets in the late summer.

The Multi-Year Budget and Financial Forecast spans five years and is prepared using certain assumptions related to revenue and expenditure growth, including the projected effects of planned program additions. The General Fund and Utility Operating Fund are included in the multi-year forecast. Staff is seeking City Council direction regarding the assumptions used and other items to consider in preparation of the upcoming Fiscal Year 2027 annual operating and capital budget.

STAFF RECOMMENDATION/ACTION DESIRED:

Receive City Council direction on the following items related to the multi-year budget, operating budgets, and strategic business planning:

- Appropriateness of assumptions.
- The need for any additional budget briefings prior to the submission of the preliminary budget.
- Areas the City Council may want to consider reducing or increasing service levels.
- Other priorities or concerns of City Council not previously discussed.



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo File Number: 5231

Agenda Date:

Version: 1

Status: Work Session

In Control: City Council

File Type: Work Session Item

Agenda Number: 4.

Mayor And Council Reports And Information Sharing.



Agenda Memo

File Number: 7554

Agenda Date: 3/3/2026

Version: 1

Status: Presentations

In Control: City Council

File Type: Presentations

Agenda Number: 5.

CC MEETING: March 3, 2026

DATE: February 16, 2026

TO: Erin Rinehart, City Manager

FROM: Jenny Zeilfelder, Director of Economic Development
Ravi Shah, Executive Director of Development
Shannon Hicks, Assistant City Manager

Present Certificate to the Mayor's Spotlight Award Recipient.

BACKGROUND:

The presentation of the Mayor's Spotlight Award provides an opportunity for the City of Carrollton to formally recognize and celebrate the contributions of local businesses that are driving innovation, growth, and excellence in our community. This award gives a spotlight to companies that represent the spirit of community, success, and dedication. This is the fourth time the Mayor's Spotlight Award has been presented and will be presented each quarter to spotlight local outstanding companies during the City Council meeting.

This quarter, MB2 Dental will be receiving the Mayor's Spotlight Award.

The Mayor's Spotlight Award aims to promote businesses that are making a meaningful impact in our community and inspire other businesses to pursue excellence and growth. This award strengthens the connection between businesses and the City by highlighting their achievements and contributions while recognizing efforts that align with Carrollton's vision for a community that businesses want to call home.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff requests that Mayor Babick present a certificate of recognition to the recipient of the Mayor's Spotlight Award.



Agenda Memo

File Number: 7568

Agenda Date: 3/3/2026

Version: 1

Status: Presentations

In Control: City Council

File Type: Presentations

Agenda Number: 6.

CC MEETING: March 3, 2026

DATE: February 24, 2026

TO: Erin Rinehart, City Manager

FROM: Michael Thomson, Fire Chief

Robert Arredondo, Police Chief

Rex Redden, Executive Director of Public Safety

Present Life Saving Award To Care Team Members, Firefighters, Police Officers, And Dispatchers For Their Work In Achieving First Avive 4MC Save.

BACKGROUND:

A citizen of Carrollton suffered a sudden cardiac arrest in front of his wife just after midnight on Saturday, 9/27. The patient's wife called 9-1-1. Twelve Avive AEDs assigned to 4 Minute Community CARE Team members were alerted by NTECC. Five AEDs accepted the alert. Four of those five AEDs made it on scene in the hands of five CARE Team volunteers. The patient's wife performed chest compressions while under the instruction of the NTECC telecommunicator for approximately 3 minutes before Chris and Chandra Cralle, 4 Minute Community CARE Team volunteers, arrived. Chris, a Carrollton Fire Rescue FF/Paramedic as well as a CARE Team member, took over compressions while Chandra applied the AED. The AED initially did not advise a shock. Christine Callander, the third CARE Team member to arrive shortly after the Cralles, performed compressions after Chris. After her two minutes of compressions, the AED advised and delivered a shock. Carrollton Police Department Officer Steve Brooks, who also responded while on patrol, arrived on scene and was readying himself to take over compressions following the defibrillation when Chris noticed that the patient had begun spontaneously breathing on his own. Chris quickly checked for and noted strong pulses. CPR was discontinued. David Depew and Stephen Cutshaw, the next CARE Team members to arrive, helped to create a path for EMS prior to their arrival. E114 and M114 arrived on scene, stabilized the patient, and continued treatment while transporting the patient to Presbyterian Hospital of Plano. During the time CFR was stabilizing the patient, Mr. Depew, a chaplain in his everyday life, prayed with the patient's wife. Mr. Cutshaw walked the family dog so the patient's wife could make herself ready to go to the hospital. The receiving medical staff at Presbyterian Hospital of Plano provided exceptional definitive care that allowed the patient to return home with no

neurological deficits within a week's time. Together these individuals, representing each link in the chain of survival, played their part, quickly assuming vital roles, to save the life of a citizen of Carrollton and provide needed support to his wife.

STAFF RECOMMENDATION/ACTION DESIRED:

Fire Chief Michael Thomson to present recognition with CFR Certificate and Challenge Coins to all NTECC, CARE Team volunteers, CFR and CPD personnel, and Presbyterian Hospital of Plano staff involved in the care of the patient.



Agenda Memo

Agenda Date:

Version: 1

Status: Public Forum

In Control: City Council

File Type: Public Forum

Agenda Number: 7.

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City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo

File Number: 7567

Agenda Date: 3/3/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: *8.

CC MEETING: March 3, 2026

DATE: February 24, 2026

TO: Erin Rinehart, City Manager

FROM: Chloe Sawatzky, City Secretary

Consider **Approval Of The February 17, 2026 Regular Meeting Minutes.**

**CARROLLTON CITY COUNCIL
REGULAR MEETING AND WORKSESSION
FEBRUARY 17, 2026**

The City Council of the City of Carrollton, Texas convened in a Regular Meeting and Worksession on Tuesday, February 17, 2026 at 5:45 p.m. with the following members present: Mayor Steve Babick, Mayor Pro Tem Christopher Axberg, Deputy Mayor Pro Tem Daisy Palomo, Councilmembers Nancy Cline, Jason Carpenter, Andrew Palacios, Richard Fleming, and Rowena Watters. Also present were City Manager Erin Rinehart, Assistant City Manager Chrystal Davis, Assistant City Manager Shannon Hicks, City Attorney Meredith Ladd and City Secretary Chloe Sawatzky.

5:45 P.M. – COUNCIL BRIEFING ROOM

*****PRE-MEETING / EXECUTIVE SESSION *****

Mayor Babick called the meeting to order at 5:45 p.m.

1. Receive information and discuss Agenda.

Agenda items were reviewed. Staff responded to Council's questions.

It was noted that Item 10 will be pulled from the Consent Agenda due to inaccurate text. It will be revised and included on a future agenda.

Executive Session was convened following Item 5.

2. Council convened into Executive Session at 6:35 p.m. 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.
 - Carrollton v. Austin Waters Townhomes Association, et al, Case No. 25-9819-431 (Denton County)
3. Council reconvened in Open Session at 6:45 p.m. to consider action, if any, on matters discussed in the Executive Session. No action was taken.

The Regular Meeting was convened at the conclusion of the Executive Session.

*****WORKSESSION*****

4. Receive An Overview Of The City's Annual Financial Report For The Fiscal Year Ending September 30, 2025.

Chief Financial Officer Diana Vaughn provided a high level overview of the City's Annual Financial Report (ACFR). She stated that the city has a target timeframe of 120 days to complete the ACFR, adding that the state requires it be completed and posted on the website within 180 days. She explained how the ACFR is used, stating it is the basis for the city's annual and multi-year budgets and it provides accountability to the taxpayers.

Ms. Vaughn advised that the city’s current audit was performed by Forvis Mazars, along with the federal audit. The audit received unmodified and clean opinions. It has been posted on the city website and hard copies are available for the Council.

Ms. Vaughn provided a comparison of portions of this year’s ACFR versus the previous year. She reviewed revenues and expenses over time as well as debt over time. She explained that bonds approved in an election are sold when needed for projects and noted that in May 2026 there will be another bond election for proposed future projects.

The cost of employee health care was provided. A breakdown of how sales tax is used and the primary types of sales tax were reviewed. Ms. Vaughn stated that staff are continuing to monitor major revenue sources and financial risks. She noted that legislative actions impacting sales tax will be monitored. Mayor Babick stated that this subject could possibly be discussed during the City Council Retreat.

5. Mayor And Council Reports And Information Sharing.

Council reviewed their recent activities and upcoming events.

Executive Session was convened following Item 5.

*****REGULAR MEETING 7:00 P.M.*****

Mayor Babick called the Regular meeting to order at 7:00 p.m.

INVOCATION – Councilmember Richard Fleming

PLEDGE OF ALLEGIANCE – Councilmember Nancy Cline

CITIZEN COMMENT

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Mayor Babick opened and closed the citizen comment period with no one wishing to speak.

Mayor Babick advised that Item 10 would be pulled from the Consent Agenda.

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.)*

Councilmember Cline moved to approve Consent Agenda Items 7-9 and 11-16; second by Mayor Pro Tem Axberg. The motion was approved with a unanimous 7-0 vote.

MINUTES

- *7. Consider Approval Of The January 20, 2026 Regular Meeting Minutes.**
- *8. Consider Approval Of The February 3, 2026 Regular Meeting Minutes.**

CONTRACTS & AGREEMENTS

- *9. Consider Approval Of Repair And Resurfacing Of Pickleball Courts With Master Systems Courts Through An Inter-Local Agreement With Texas Interlocal Purchasing System (TIPS) In An Amount Not To Exceed \$243,435.50.**
- *10. Consider Authorizing The City Manager To Enter Into An Agreement With Catapult Staffing, LLC, Through GSA Purchasing Cooperative, For Staffing Services In A Total Amount Not To Exceed \$1,200,000.00.**

Item 10 was pulled from the Consent Agenda.

- *11. Consider Authorizing The City Manager To Execute Change Order No. 7 With Apple Pavement Services LLC As Part Of The City-Wide Sidewalk Improvements - Phase 4 Project, In An Amount Not To Exceed \$18,000.00, Increasing The Total Project Contract To An Amount Not To Exceed \$1,730,185.10.**
- *12. Consider Authorizing The City Manager To Enter Into An Agreement With OUTFRONT Media For Billboard Rental In an Amount Not To Exceed \$199,940.00.**

RESOLUTIONS

- *13. Consider A Resolution Accepting The Investment Officer's Quarterly Report For First Quarter Ended December 31, 2025.**
- *14. Consider A Resolution Acknowledging Receipt Of The Annual Comprehensive Financial Report For The Fiscal Year Ending September 30, 2025.**
- *15. Consider A Resolution Authorizing The City Manager To Negotiate And Execute A Professional Services Contract With Halff Associates, Inc. For Engineering Services Related To The T.C. Rice Regional Trail In An Amount Not To Exceed \$1,819,200.00.**
- *16. Consider A Resolution Authorizing The City Manager To Negotiate And Execute A Professional Services Contract With Quorum Architects, Inc. For Architectural And**

Engineering Services Related To The Carrollton Animal Services Building Renovation And Expansion Project In An Amount Not To Exceed \$540,645.00.

PUBLIC FORUM

17. **Public Forum is the opportunity for citizens/visitors to speak on items not listed on the posted meeting agenda. Citizens/visitors wishing to address the Council regarding items on the posted meeting agenda will have the opportunity to speak during the Citizen Comment.**

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Mayor Babick opened the public forum.

Heather Ashwell-Hair, 1209 St. Tropez: Spoke regarding the difference between mandatory and voluntary HOAs.

Doug Becker, 1229 Jeanette Way: Spoke regarding Josey Ranch voluntary HOA and damage done to the perimeter walls.

Perla Canales, 1202 Normandy: Spoke regarding accident damage to the brick wall behind her home.

Pat Cochran, 1407 Overture Way: Spoke regarding the Keller Springs' roadway widening, traffic conditions and the brick wall that needs repair.

Suzanna Dooling, 1406 Overture Way: Spoke regarding trash in a city creek.

Robert Fernandez, 1222 Normandy: Spoke regarding Josey Ranch and damage done to the perimeter wall.

Crystal Walker, 2112 McCoy (Josey Ranch HOA President): Spoke regarding the need for city assistance to maintain the non-homeowner areas of the Josey Ranch neighborhood including the perimeter walls.

There being no other speakers, Mayor Babick closed the public forum.

ADJOURNMENT - Mayor Babick adjourned the meeting at 7:26 p.m.

ATTEST:

Chloe Sawatzky, City Secretary

Steve Babick, Mayor



Agenda Memo File Number: 7558

Agenda Date: 3/3/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *9.

CC MEETING: March 3, 2026

DATE: February 20, 2026

TO: City Council

FROM: Meredith A. Ladd, City Attorney

Consider **Authorizing The City Manager To Enter Into An Interlocal Agreement For General Mobility Funds With Dallas Area Rapid Transit.**

BACKGROUND:

The Dallas Area Rapid Transit (“DART”) Board directed the DART President & Chief Executive Officer to establish a six-year General Mobility Program (GMP) for allocation pursuant to Exhibit “A” to be distributed to eligible DART Service Area cities for Public Transportation System or Complementary Transportation Service purposes, as those terms are defined herein, consistent with the Act, hereinafter referred to as “GMP Funds.”

The North Central Texas Council of Governments (NCTCOG) Regional Transportation Council (RTC) has authorized seventy-five million dollars (\$75,000,000.00) in funding to supplement the DART allocation amounts for FY 2027 through FY 2031 as shown in Exhibit “A,” of which 0.5% will be allocated in FY 2027, and will increase by 0.5% each year to achieve an allocation equivalent to 10% of DART sales tax in FY 2031.

DART Service Area cities are eligible to receive a portion of the GMP Funds during the six (6) year term of the proposed Interlocal Agreement, subject to the conditions contained in the Agreement.

The Agreement is permitted pursuant to Section 452.055(c) of the Texas Transportation Code (“Act”) and Chapter 791 of the Texas Government Code.

The City of Carrollton is a DART Service Area city that is eligible to receive GMP Funds if it uses such funds to complete projects that will benefit DART’s Public Transportation System, provide Complementary Transportation Services or is otherwise permissible under the Act and complies with the terms and conditions of the Agreement.

The RTC and service area city managers have been meeting for months to work out governance and funding issues related to service area city concerns. Several cities have previously called elections to determine if the applicable city should remain in DART. The Agreement, finalized on February 19 at a meeting with the service area city managers and attorneys, DART, and RTC, was approved by DART representatives and a majority of the cities present at the meeting, subject to each city's city council approval. Several cities will be required to rescind their election to withdraw from DART as a condition of entering into the Agreement. No city is eligible for the GMP Funds if they hold an election in May to withdraw from DART.

FINANCIAL IMPLICATIONS:

In Fiscal Year (FY) 2026, DART shall distribute undisputed GMP Funds to the City of Carrollton, in accordance with Exhibit "A," by October 1, 2026. In FY 2027 and in each subsequent fiscal year during the term of this Agreement, DART shall distribute undisputed GMP Funds to the City of Carrollton, in accordance with Exhibit "A," on October 1 annually.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommend City Council authorize the City Manager to execute an agreement with Dallas Area Rapid Transit for General Mobility Program Funds.

FORM OF
INTERLOCAL AGREEMENT
between
DALLAS AREA RAPID TRANSIT and
CITY OF CARROLLTON for
GENERAL MOBILITY PROGRAM FUNDS

This Interlocal Agreement (“Agreement”) is made and entered into by and between DALLAS AREA RAPID TRANSIT (“DART”), a regional transportation authority organized and existing pursuant to Chapter 452 of the Texas Transportation Code (the “Act”), and CITY OF CARROLLTON (“CITY”). DART and CITY may be referred to herein individually as a “Party” or collectively as “Parties.”

WHEREAS, pursuant to DART Board Resolution No. 260023, the DART Board directed the DART President & Chief Executive Officer to establish a six-year General Mobility Program (GMP) for allocation pursuant to Exhibit “A”¹ to be distributed to eligible DART Service Area cities for Public Transportation System or Complementary Transportation Service purposes, as those terms are defined herein, consistent with the Act, hereinafter referred to as “GMP Funds;” and

WHEREAS, the North Central Texas Council of Governments (NCTCOG) Regional Transportation Council (RTC) has authorized seventy-five million dollars (\$75,000,000.00) in funding to supplement the DART allocation amounts for FY 2027 through FY 2031 as shown in Exhibit “A,” of which 0.5% will be allocated in FY 2027, and will increase by 0.5% each year to achieve an allocation equivalent to 10% of DART sales tax in FY 2031; and

WHEREAS, pursuant to DART Board Resolution No. 260023 and Exhibit “A,” all DART Service Area cities are eligible to receive a portion of the GMP Funds during the six (6) year term of this Agreement, subject to the conditions contained in this Agreement; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 452.055(c) of the Act and Chapter 791 of the Texas Government Code; and

WHEREAS, CITY is a DART Service Area city that is eligible to receive GMP Funds if it uses such funds to complete projects that will benefit DART’s Public Transportation System, provide Complementary Transportation Services (each as defined below) or is otherwise permissible under the Act and complies with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

¹ Amounts for subsequent fiscal years (FY2028–FY2031) shall be calculated based on the actual sales tax receipts from the corresponding fiscal year two years prior (FY2026–FY2029).

Section I. Definitions

- 1.1 Complementary Transportation Services means: (a) special transportation services for a person who is elderly or has a disability; (b) medical transportation services; (c) assistance in street modifications to improve public transportation infrastructure or as necessary to accommodate the Public Transportation System; and (d) any other service that complements DART's Public Transportation System, including providing parking facilities, roadways, and pedestrian corridors. "Complementary Transportation Services" must be provided within the limits of DART's service area.
- 1.2 Eligible Project means a CITY project supporting DART's Public Transportation System or for Complementary Transportation Services that has been approved by DART in accordance with Section III of this Agreement.
- 1.3 Public Transportation means the conveyance of passengers and hand-carried packages or baggage of a passenger by any means of transportation.
- 1.4 Public Transportation System means (a) all property owned or held by DART for public transportation or complementary transportation service purposes, including vehicle parking areas and facilities and other facilities necessary or convenient for the beneficial use of, and the access of persons and vehicles to, public transportation; (b) real property, facilities, and equipment for the protection and environmental enhancement of all the facilities; and (c) property held in accordance with a contract with the owner making the property subject to the control of or regulation by DART and for public transportation or complementary transportation service purposes.
- 1.5 Site-Specific Shuttle means a circulator or shuttle service that complements and supports the public transportation system as defined in DART Board Policy III.16.
- 1.6 Eligible CITY means a city identified in DART Board Resolution No. 260023 and Exhibit "A" as eligible to receive a portion of the GMP Funds, subject to the conditions contained in this Agreement.
- 1.7 Effective Date means the date on which this Agreement was executed by a duly authorized representative of both parties. The Effective Date must not be later than April 30, 2026.
- 1.8 Term means the period during which this Agreement is in effect, commencing on the Effective Date through September 30, 2031.

Section II. CITY's Obligations

- 2.1 Use of Funds. CITY shall use GMP Funds only for an Eligible Project approved by DART in accordance with Section III of this Agreement.

- 2.2 Good Standing Requirement. CITY understands and agrees that CITY shall not be entitled to receive any GMP Funds until and unless any outstanding amounts owed to DART pursuant to any Interlocal Agreement or other Agreement, whereby CITY is obligated to pay DART for goods and services provided or for the reimbursement of goods and services provided, shall be current or fully paid. If there is a good faith dispute in which the parties are engaged in litigation, or an informal dispute resolution process, DART may not withhold GMP Funds while the dispute is pending.
- 2.3 Certification of CITY Meeting Good Standing Requirements. CITY shall have met the requirements of Section 2.2 before any project is approved and before GMP Funds are distributed to CITY. If DART does not certify the CITY's compliance under Section 2.2, DART shall inform the CITY within fourteen (14) business days of any deficiencies or matters requiring immediate action. CITY may cure or commence to cure the deficiency within 30 days of DART's written notice or may pursue the dispute resolution process in Section IX of this Agreement.
- 2.4 Project Design, Construction, and Maintenance. All activities associated with implementation and operation of an Eligible Project, including planning, design, construction, and maintenance, shall be the responsibility of CITY, unless otherwise agreed to by DART. The Parties shall reasonably cooperate with each other on any Eligible Project that CITY initiates.
- 2.5 Insurance. CITY shall obtain and maintain, and shall require its contractors to obtain and maintain, adequate insurance or self-insurance coverage to effectively protect against the risks associated with each Eligible Project.

Section III. DART Approval of Eligible Projects

- 3.1 Allowable Projects and Activities. A project proposed by CITY shall be related to improvement of, or provide a benefit to, DART's Public Transportation System or provide Complementary Transportation Services and be approved by DART in accordance with Section 3.2 of this Agreement. Eligible activities for which the GMP Funds may be used include, but are not limited to, planning, environmental impact studies, engineering, final design, right-of-way acquisition, construction, testing, inspection, or surveying, and the cost of contracting with providers of Complementary Transportation Services, including Site Specific Shuttles. Projects and activities may also include funding the operating costs of DART services within the CITY under a separate funding agreement between DART and CITY.
- 3.2. CITY Submittal of a Project. By June 30 annually, CITY will submit to DART a description of each proposed project, a cost estimate, and a statement demonstrating how the proposed project will benefit DART's Public Transportation System or will provide Complementary Transportation Services. CITY may amend and resubmit alternative proposed projects for review and approval by DART after the annual June 30, deadline in Section 4.3 by submitting a request in writing to DART. All other critical deadlines in Section 4.3 will remain in effect.

- 3.3 DART Approvals. DART will have fourteen (14) business days to review and respond to the proposed Project(s). DART shall not unreasonably withhold approval for proposed projects considered legally permissible pursuant to this Agreement. Amounts for subsequent fiscal years (FY2028–FY2031) shall be calculated based on the actual sales tax receipts from the corresponding fiscal year two years prior (FY2026–FY2029). If a project considered legally permissible pursuant to this Agreement is not approved or denied within forty-five (45) days of submission, it shall be deemed automatically approved by the DART.
- 3.4 Eligible Projects. Only after a proposed project has been approved by DART in writing, or deemed automatically approved by DART, shall the proposed project be deemed an Eligible Project for the purposes of this Agreement.

Section IV. Financial Considerations

- 4.1 Eligibility for Reimbursement. CITY’s expenditure of funds for a proposed project prior to DART’s approval of such project in accordance with Sections 3.3 and 3.4 of this Agreement may render such expenditures ineligible for reimbursement by DART. DART shall have no obligation to reimburse CITY for any Eligible Project undertaken prior to DART’s approval thereof and DART is not obligated to provide GMP Funds for activities performed or costs incurred prior to the execution of this Agreement.
- 4.2 Disbursement of Funds. DART shall disburse GMP Funds to CITY only if CITY is in good standing per Section 2.2, and has received certification under Section 2.3 for Eligible Projects approved by DART in accordance with the following terms:
- a. General. CITY shall receive the amount of GMP Funds in accordance with Exhibit “A.” The Parties agree to actively collaborate with each other and regional stakeholders to seek new revenues. If regional rail or state-authorized new revenue or funding is made available, this Agreement will be amended and the amount in Exhibit “A” will increase by an amount commensurate with those new revenues not to exceed the equivalent of twenty-five (25) percent of DART sales and use tax collections. DART shall have no obligation to pay to CITY an amount greater than the annual amount of GMP Funds available to CITY if DART has approved more than one Eligible Project for CITY. Unless otherwise agreed by DART, DART shall not be responsible for paying any cost overruns. To the extent permitted by law, CITY shall RELEASE AND HOLD DART HARMLESS from any claims or liabilities arising from the use of the GMP Funds or implementation or operation of an Eligible Project.
- b. Payment. DART’s President & Chief Executive Officer or designee shall approve all GMP Fund distributions. In Fiscal Year (FY) 2026, DART shall distribute undisputed GMP Funds to CITY, in accordance with Exhibit “A,” by October 1, 2026. In FY 2027 and in each subsequent fiscal year during the term of this Agreement, DART shall distribute undisputed GMP Funds to the CITY, in accordance with Exhibit “A,” on October 1 annually.

- 4.3 Critical Deadlines. CITY shall submit proposed projects to DART for approval by June 30 annually during the term of this Agreement. CITY shall submit semi-annual reports to DART to demonstrate progress on approved projects by the 15th of January and July of each year until project completion. Contracts for Eligible Projects must be executed by CITY by September 30, 2033. CITY shall provide documentation demonstrating substantial completion of Eligible Project(s) to DART for its records by September 30, 2036, or earlier as projects are completed. GMP Funds not encumbered by CITY on approved projects prior to September 30, 2033, shall be returned to DART.
- 4.4 Audit Rights. If a subsequent audit of Eligible Project documentation submitted under Section 4.3 reveals that GMP Funds were expended in violation of this Agreement, CITY will be provided a copy of any report and will be given ten (10) business days to respond to any expenditure in violation of this Agreement. If findings do not change, CITY shall promptly reimburse such funds to DART. If there is continued disagreement on the findings, Section IX Dispute Resolution may be pursued.
- 4.5 Existing Services. This Agreement is entered into in consideration of existing services and service coverage DART provides to CITY at the time this Agreement is executed. Any changes to DART services that reduce service levels or coverage when this Agreement was executed must be agreed upon mutually in writing, other than changes made pursuant to existing DART policy on Service Standards and Service Changes and as that may be amended from time to time in the future.
- 4.6 Redistribution of Funds. Any funds refunded to CITY from an agreed amended service plan or any other separate agreement between DART and CITY shall be an additional distribution to CITY by DART, separate from this Agreement, and shall not impact or be an offset from any GMP distributions required herein.
- 4.7 Sales Tax Receipts. In year(s) where DART sales tax receipts are trending below the Board approved budget as of September 15 of that year, DART may delay payment to the CITY until December 15 of that year.

Section V. Termination

5.1 Termination.

In the event of a Material Breach, either Party shall provide written notice to the breaching Party and if the breaching Party fails to cure such Material Breach within ninety (90) calendar days after written notice thereof, the nonbreaching Party may terminate this Agreement upon the date set forth in a written notice to the defaulting Party. If either Party disputes a Material Breach has occurred, the Parties shall first attempt to resolve the dispute by securing a determination through the dispute resolution process set out in Section IX without such dispute resolution being final. In the event the Parties are unable to resolve their dispute through the dispute resolution process set out in Section IX, then either Party may terminate this Agreement.

- 5.2 Expiration of Agreement. This Agreement shall terminate automatically on September 30, 2031; provided, however, obligations identified in 4.3 and 10.7, shall survive termination.

Section VI. Withdrawal of Service Area City

- 6.1 Pursuant to the Act, ordering of an election as a result of a citizen petition will not be considered a material breach of this Agreement.
- 6.2 If CITY has ordered an election prior to this Agreement, CITY shall rescind the order of the election within seven (7) business days following the execution of this Agreement, and DART shall reinstate within seven (7) business days any funds that DART has suspended or placed on hold under any previous agreements with CITY because of the call of an election to withdraw from DART.
- 6.3 If CITY proceeds with a withdrawal election pursuant to the Act, Sec. 452.651(a), in 2026, or if an election to withdraw pursuant to the Act, Sec. 452.651(b), is successful during the term of this Agreement, payment under this Agreement will be forfeited. If an election is called pursuant to the Act, Sec. 452.651(b), during the term of this Agreement, GMP Funds will be suspended pending the election outcome, and will be fully reinstated if the election fails.
- 6.4 If CITY withdraws from DART pursuant to an election prior to September 30, 2031, then any GMP Funds disbursed by DART and unencumbered by CITY shall be reimbursed to DART.

Section VII. Legislative Activities

- 7.1 Parties agree to abstain from legislative action seeking to amend Section 452 of the Act to reduce or impair the one cent sales tax levy during the period of this Agreement.
- 7.2 This section does not apply to mutually acceptable legislative activities that are undertaken in collaboration with DART, consistent with approved legislative priorities of the DART Board and all service area cities.
- 7.3 If the CITY or its authorized agent violates this provision, any GMP Funds previously disbursed by DART and unencumbered by CITY under this Agreement shall promptly be reimbursed to DART and all future annual payments will be forfeited; provided, however, DART must notify CITY of any violation of this provision in writing and CITY may cure the deficiency within 30 days of DART's notice. If the deficiency is cured, GMP Funds shall not be required to be reimbursed, and annual payments will not be forfeited.

Section VIII. Most Favored Nation

DART hereby covenants and agrees that none of the terms that may be offered to any other participating Service Area city are or will be more favorable to such Service Area city than those

of the CITY; and in the event that DART should amend this Agreement with other Service Area cities providing for more favorable terms, this Agreement shall be deemed amended and modified in an economically and legally equivalent manner such that CITY shall receive the benefit of such more favorable terms.

Section IX. Dispute Resolution

DART and CITY will make good faith efforts to resolve any issues or disputes which may arise under this Agreement. If an issue or dispute cannot be resolved, it will be elevated to CITY’s City Manager and the DART President & Chief Executive Officer as the final arbiters of the issue or dispute in accordance with the powers and authorities vested in them.

Section X. Miscellaneous

10.1 Notices. Notice shall be provided in writing at the following addresses:

DALLAS AREA RAPID TRANSIT
1401 Pacific Avenue
Dallas, Texas 75202-7210
cfo@dart.org
Attn: EVP, Chief Financial Officer

CITY OF CARROLLTON
P.O. Box 110535
Carrollton, TX 75011-0535
diana.vaughn@cityofcarrollton.com
Attn: Chief Financial Officer

Copy to:
DART General Counsel
P.O. Box 660163
Dallas, TX 75266-7255

Either Party may designate a different address for receipt of notice by giving written notice of such change of address.

10.2 Governing Law; Voting Requirements for Initiation of Suit Against CITY. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any action brought by a party to enforce any provision of this Agreement shall be commenced in a state district court of competent jurisdiction in Dallas County, Texas. DART shall not name or implead a principal or non-principal municipality (CITY) or its officers or employees except upon a two-thirds vote of the DART Board.

10.3 Entirety and Amendments. This Agreement embodies the entire agreement between the Parties on the terms herein. This Agreement may be amended or supplemented only by a mutual agreed upon written instrument executed by the Parties.

10.4 No Joint Enterprise. The Parties do not intend that this Agreement be construed as finding that the Parties have formed a joint enterprise. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into, and the Parties hereto specifically disclaim such relationship.

- 10.5 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 10.6 Construction and Interpretation. This Agreement shall not be construed against the drafting Party.
- 10.7 Severability. If any provision of this Agreement is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provision, each of which will be deemed to be independent and severable. Except for the time periods that CITY shall submit applications for eligible projects, all sections of the Interlocal Agreement survive and remain in force and effect.
- 10.8 Force Majeure. Except for payments due and owing to CITY by DART pursuant to this Agreement, in no event shall either party be liable or be deemed to have breached this Agreement for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delays or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, tornadoes, floods, pandemics or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- 10.9 No Waiver of Governmental Immunity. By entering into this Agreement, neither Party waives or diminishes any defenses available to it, including, by example and without limitation, governmental immunity and statutory caps on damages.
- 10.10 No Discrimination. In the performance of this Agreement, each Party warrants that it shall not discriminate against any person on account of race, color, sex, religious creed, age, disability, ethnic or national origin, veteran status or other protected group of persons.
- 10.11 Signature Authority. Each of the individuals signing this Agreement warrants that he or she is duly and properly authorized to execute this Agreement on behalf of his or her respective Party.

DALLAS AREA RAPID TRANSIT



Nadine S. Lee
President & Chief Executive Officer

Date: 02/24/24

CITY OF CARROLLTON

City Official

Title: _____

Date: _____

Exhibit A to General Mobility Program Interlocal Agreement

Estimated DART and Regional Transportation Council (RTC) Contributions

	DART %	RTC %	Total	DART	RTC	Total
Year 1	5.00%	0.00%	5.00%	42,589,182	-	42,589,182
Year 2	5.50%	0.50%	6.00%	49,520,638	4,501,876	54,022,514
Year 3	6.00%	1.00%	7.00%	56,075,369	9,345,895	65,421,264
Year 4	6.50%	1.50%	8.00%	63,056,753	14,551,558	77,608,311
Year 5	7.00%	2.00%	9.00%	70,487,749	20,139,357	90,627,105
Year 6	7.50%	2.50%	10.00%	78,392,446	26,130,815	104,523,261
			Total Estimated	360,122,136	74,669,501	434,791,638

Estimated Annual Allocations

Fiscal Year	% Allocation	Addison	Carrollton	Cockrell Hill	Dallas	Farmers Branch	Garland	Glenn Heights
Actual 2026	5%	\$ 836,068	\$ 2,382,874	\$ 30,133	\$ 21,161,957	\$ 1,175,463	\$ 2,149,165	\$ 61,509
Actual 2027	6%	1,017,997	3,024,252	38,154	26,156,989	1,446,164	3,041,345	74,303
Estimate 2028	7%	1,232,795	3,662,369	46,205	31,676,114	1,751,305	3,683,068	89,981
Estimate 2029	8%	1,462,447	4,344,616	54,812	37,576,921	2,077,548	4,369,171	106,743
Estimate 2030	9%	1,707,772	5,073,425	64,006	43,880,450	2,426,057	5,102,100	124,649
Estimate 2031	10%	1,969,631	5,851,350	73,821	50,608,785	2,798,052	5,884,422	143,762
Total		\$ 8,226,710	\$ 24,338,885	\$ 307,131	\$ 211,061,217	\$ 11,674,590	\$ 24,229,270	\$ 600,945

Fiscal Year	% Allocation	Highland Park	Irving	Plano	Richardson	Rowlett	University Park	Total All Cities
Actual 2026	5%	\$ 422,031	\$ 5,156,506	\$ 5,798,553	\$ 2,598,512	\$ 473,876	\$ 342,535	\$ 42,589,182
Actual 2027	6%	548,488	6,795,005	7,641,816	3,239,292	578,915	419,794	54,022,514
Estimate 2028	7%	664,219	8,228,751	9,254,239	3,922,783	701,066	508,371	65,421,264
Estimate 2029	8%	787,954	9,761,650	10,978,171	4,653,541	831,665	603,073	77,608,311
Estimate 2030	9%	920,133	11,399,166	12,819,759	5,434,173	971,176	704,239	90,627,105
Estimate 2031	10%	1,061,220	13,147,039	14,785,456	6,267,413	1,120,090	812,222	104,523,261
Total		\$ 4,404,044	\$ 54,488,117	\$ 61,277,993	\$ 26,115,714	\$ 4,676,789	\$ 3,390,234	\$ 434,791,638

Notes:

1. FY2026 and FY2027 based on actual sales tax receipts for FY2024 and FY2025, respectively.
2. FY2028 through FY2031 are estimates based on 3.8% annual growth of sales tax revenues and will be adjusted to actual sales tax collections on a two-year lookback.
3. DART contributions are presented as a percent of estimated sales tax, and only for cities participating in the program.
4. The RTC contribution is a fixed dollar amount; therefore, the total percent and dollar contributions are estimates.
5. The allocations by city are based on each city's proportional share of total sales tax collected by DART. If a city withdraws or does not participate in the GMP, that city's share is removed from the total available.



Agenda Memo File Number: 7527

Agenda Date: 3/3/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *10.

CC MEETING: March 3, 2026

DATE: February 20, 2026

TO: City Council

FROM: Meredith A. Ladd, City Attorney

Consider **Authorizing The City Manager To Enter Into An Interlocal Cooperation Agreement For Contributions To Tax Increment Reinvestment Zones With Dallas Area Rapid Transit.**

BACKGROUND:

In accordance with the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, the City of Carrollton, Texas ("City") has created and may create additional Tax Increment Reinvestment Zones ("TIRZ") that utilize property taxes, municipal sales and use taxes, or a combination of both taxes to stimulate economic development or redevelopment within the designated zone.

DART and the City desire to work collaboratively to stimulate more transit-oriented development, grow transit ridership, generate greater tax revenue, attract and retain businesses, and leverage DART's transportation services and facilities as an economic development asset within TIRZ areas.

Pursuant to Board Resolution 250059, the DART Board of Directors authorized the DART President & Chief Executive Officer to execute an Agreement whereby DART desires to invest in the development or redevelopment of one or more TIRZ areas created by the City in furtherance of the shared goals identified above.

The Parties are authorized to enter into such an Agreement pursuant to Section 452.055(c) of the Texas Transportation Code and Chapter 791 of the Texas Government Code.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff requests Council to consider authorizing the City Manager to enter into an Interlocal Cooperation Agreement for contributions to Tax Increment Reinvestment Zones with Dallas Area Rapid Transit.



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, TX 75266-0163
214-749-3278

November 24, 2025

Ms. Erin Rinehart
City Manager
City of Carrollton
P.O. Box 110535
Carrollton, TX 75011-0535

Via Email: Erin.rinehart@cityofcarrollton.com

Subject: DART Participation in Member City Tax Increment Reinvestment Zones

Dear Ms. Rinehart:

On May 27, 2025, the Dallas Area Rapid Transit (DART) Board approved the framework for an interlocal cooperation agreement (ILA) that would enable DART's participation in Tax Increment Reinvestment Zones (TIRZ) created by its member cities. Over the following months, DART and the members of the city managers economic development working group (Carrollton, Dallas, Glenn Heights, Irving, Richardson, and Rowlett) and their respective legal counsels have converted the framework into a template agreement form, which is enclosed.

The TIRZ ILA may be executed at any time over the next five years and will expire on January 1, 2031. During the term of the ILA, the member city may request DART's contribution to a tax increment reinvestment zone that satisfies certain parameters related to transit. If approved, DART will contribute an increment of its sales tax revenue collected within the zone for a 10-year term. Although any of DART's 13 member cities may enter into the ILA with DART, those member cities that have approved resolutions calling for an election to withdraw from DART are disqualified, pursuant to the terms of the agreement, from submitting a request for DART's contribution to a tax increment reinvestment zone. If the member city retracts the resolution or remains in DART following the election, the city will be re-eligible to submit a request for DART's contribution to a tax increment reinvestment zone.

If your municipality would like to proceed with executing the agreement, please notify Caitlin Holland, Vice President of Real Estate & Economic Development, by email at cholland@dart.org, and DART will provide an execution-ready version of the TIRZ ILA.

Through the TIRZ ILA, DART will be the first transit agency in the country to leverage tax increment reinvestment financing to stimulate private investment and development, create jobs, improve local infrastructure, and grow transit ridership and tax revenue. We invite you to partner with DART to spur economic development within your city with this groundbreaking approach.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nadine S. Lee", is written over a light blue circular scribble.

Nadine S. Lee
President & Chief Executive Officer

Ms. Erin Rinehart
November 24, 2025
Page 2

Enclosure

c: DART Board
Dee Leggett, DART, Executive Vice President/Chief Development Officer
Gene Gamez, DART, General Counsel
Kay Shelton, DART, Chief of Staff
Jamie Adelman, DART, Executive Vice President/Chief Financial Officer
Jeamy Molina, DART, Executive Vice President/Chief Communications Officer
Caitlin Holland, DART, Vice President, Real Estate & Economic Development
Andrew Kramer, DART, Vice President, Finance

**FORM OF
INTERLOCAL COOPERATION AGREEMENT
between
DALLAS AREA RAPID TRANSIT and
[CITY] for
CONTRIBUTIONS TO TAX INCREMENT REINVESTMENT ZONES**

This Interlocal Cooperation Agreement (“this Agreement”) is made and entered into by and between DALLAS AREA RAPID TRANSIT (“DART”), a regional transportation authority organized and existing pursuant to Chapter 452 of the Texas Transportation Code, and _____ [a Home Rule municipality possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution and Section 51.072 of Texas Local Government Code] (“CITY”). DART and CITY may be referred to herein individually as a “Party” or collectively as the “Parties”), acting by and through their authorized representatives.

WHEREAS, pursuant to Board Resolution 250059, the DART Board of Directors authorized the DART President & Chief Executive Officer or her designee to execute this Agreement on behalf of the agency; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 452.055(c) of the Texas Transportation Code and Chapter 791 of the Texas Government Code; and

WHEREAS, pursuant to the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, CITY is authorized to create Tax Increment Reinvestment Zones that utilize property taxes, municipal sales and use taxes, or a combination of both taxes to stimulate economic development or redevelopment within the designated zone; and

WHEREAS, DART and CITY desire to work collaboratively to stimulate more transit-oriented development, grow transit ridership, generate greater tax revenue, attract and retain businesses, and leverage DART’s transportation services and facilities as an economic development asset; and

WHEREAS, pursuant to the terms of this Agreement, DART desires to invest in the development or redevelopment of one or more Tax Increment Reinvestment Zones created by CITY in furtherance of the shared goals identified above; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties, and other valuable consideration the adequacy and receipt, the receipt and sufficiency which, are hereby acknowledged, the Parties agree as follows:

Article I. Definitions

- 1.1 “Base Value” means the highest of the total of the local one percent (1%) sales and use tax collected by DART pursuant to the Transit Act within the respective Zone, as reported by the Texas Comptroller, comparing the two (2) DART fiscal years preceding the execution of a Concurrence Letter for the respective Zone.

- 1.2 “Captured Funds” means the portion of the Increment (*i.e.*, the amount of money) that DART agrees to contribute to a Tax Increment Fund during the Contribution Period pursuant to this Agreement and the respective Concurrence Letter (for example, if the total amount of sales and use tax generated in the Zone for the first year of the Contribution Period is \$2 million, the Base Value is \$1 million, and DART has agreed to contribute 50% of the Increment, then the Captured Funds totaling \$500,000.00 would be paid by DART to CITY for deposit in the Tax Increment Fund for the first year of the Contribution Period).
- 1.3 “CEO” means DART’s acting President & Chief Executive Officer.
- 1.4 “City Manager” means CITY’s acting chief administrative officer.
- 1.5 “Claw Back Amount” means Captured Funds paid by DART to CITY for deposit in the Tax Increment Fund (including any interest accrued on such Captured Funds while held within the Tax Increment Fund) that CITY is required to reimburse to DART because of CITY’s Material Breach or termination of a Concurrence Letter pursuant to the terms of this Agreement. Claw Back Amount does not include Captured Funds that have been expended or obligated in accordance with this Agreement prior to the Material Breach or termination, whichever occurs first.
- 1.6 “Complementary Transportation Services” means: (a) special transportation services for a person who is elderly or has a disability; (b) medical transportation services; (c) assistance in street modifications as necessary to accommodate the Public Transportation System; and (d) any other service that complements DART’s Public Transportation System, including providing parking garages. “Complementary Transportation Services” must be provided within the limits of DART’s service area.
- 1.7 “Concurrence Letter” means a written document substantially in the form shown on Exhibit A, attached to this Agreement and fully incorporated herein, memorializing CEO’s approval of, and DART’s agreement to, CITY’s request for DART’s contribution of Captured Funds to a certain Zone and initiating DART’s payments pursuant to the terms of this Agreement and the respective Concurrence Letter.
- 1.8 “Contribution Period” means the ten (10) years that DART will contribute a percentage of its Increment to the Zone, subject to reductions as provided in this Agreement.
- 1.9 “Effective Date” means December 31, 2025 or such later date that this Agreement is last signed by one of the Parties.
- 1.10 “GoLink Rally Point” means a specific pick-up or drop-off point for DART’s GoLink service (an on-demand, curb-to-curb transit service that utilizes a variety of vehicles and providers, also referred to as DART’s micromobility service) that is located near a busy destination, such as a hospital, retailer, or employer, that facilitates the assembly of micromobility riders at one, centralized location.

- 1.11 “Increment” means the amount of the local one percent (1%) sales and use tax collected by DART pursuant to the Transit Act in the Zone above the Base Value.
- 1.12 “Material Breach” means failure to comply with the provisions of Sections 3.2 (DART Contributions to City-Created Zone), 3.5 (Annual Report), 3.7 (CITY’s Failure to Match), 5.1 (Use of Captured Funds), 6.1 (Establishing a Transit Anchor), 6.3 (Failure to Reestablish a Transit Anchor), or 8.4 (Invalidated Transit-oriented Development Incentive).
- 1.13 “Project and Financing Plan” means the project and financing plan for the Zone prepared and adopted by the Zone Board and approved by CITY in accordance with the TIRZ Act, and as it may be amended from time to time as allowed by the TIRZ Act with approval by CITY and the Zone Board.
- 1.14 “Public Transportation” means the conveyance of passengers and hand-carried packages or baggage of a passenger by any means of transportation.
- 1.15 “Public Transportation System” means (a) all property owned or held by DART for Public Transportation or Complementary Transportation Service purposes, including vehicle parking areas and facilities and other facilities necessary or convenient for the beneficial use of, and the access of persons and vehicles to, public transportation; (b) real property, facilities, and equipment for the protection and environmental enhancement of all the facilities; and (c) property held in accordance with a contract with the owner making the property subject to the control of or regulation by DART and for Public Transportation or Complementary Transportation Service purposes.
- 1.16 “Tax Increment Fund” means the account into which the cumulative tax revenue captured within the Zone pursuant to the TIRZ Act and applicable CITY ordinances is deposited by CITY and any participating taxing unit for the respective Zone.
- 1.17 “Tax Increment Reinvestment Zone”, referred to herein as a “Zone”, means a reinvestment zone created by CITY, and existing pursuant to the TIRZ Act.
- 1.18 “Term” means the period this Agreement shall be effective, commencing on the Effective Date and ending at 12:01 a.m. Central Time on January 1, 2031.
- 1.19 “TIRZ Act” means the Tax Increment Financing Act, set out in Chapter 311 of the Texas Tax Code, in its current state and as it may be amended in the future.
- 1.20 “Transit Act” means Chapter 452 of the Texas Transportation Code, in its current state and as it may be amended in the future.
- 1.21 “Transit Anchor” means a light rail station, commuter rail station, street car station, transit center, park-and-ride, bus shelter, or GoLink Rally Point that is: a) identified with DART signage, b) located on property owned by DART in fee simple or for which DART owns

an easement interest; and c) served by transit that is operated or contracted by DART. A non-exhaustive list of Transit Anchors is attached to this Agreement as Exhibit B.

- 1.22 “Transit Capital Project” means an investment aimed at creating, acquiring, or significantly improving infrastructure or assets used for Public Transportation.
- 1.23 “Zone Board of Directors”, referred to herein as the “Zone Board”, means the board of directors for the respective Zone created in accordance with the TIRZ Act and applicable CITY ordinances that is responsible for making recommendations to CITY regarding the Tax Increment Fund.

Article II. Initiating DART Contributions

- 2.1 CITY Request for DART Contributions. At any time during the Term, except as provided by Section 7.2, CITY may submit a letter to CEO requesting to initiate DART’s financial contribution to a CITY-created Zone pursuant to this Agreement. The Zone may be funded with property tax, sales and use tax, or a combination of one or more taxes, and may be in existence on the Effective Date or created by CITY during the Term. CITY’s request shall be supported by the documentation identified in Section 2.2 and reviewed in accordance with Section 2.3. If the request is approved, CEO and City Manager shall execute a Concurrence Letter substantially in the form shown in Exhibit A. DART shall begin making payments to CITY upon execution of the Concurrence Letter, or upon thirty (30) calendar days written notice from CITY as noted in the Concurrence Letter, in the amount and cadence set out in Section 3.3 of this Agreement.
- 2.2 Documentation Supporting CITY’s Request for DART Contributions. CITY’s request for DART’s contributions to a Zone shall include the following information and documentation:
- a. Map identifying the geographic boundaries of the Zone.
 - b. Municipal ordinance creating the Zone.
 - c. Project and Financing Plan prepared in connection with CITY’s creation of the Zone or as amended pursuant to the TIRZ Act, and supplemented with information demonstrating: 1) how a new Transit Anchor will be created (if no Transit Anchor is existing at the time of CITY’s request); 2) how the Project and Financing Plan will support more transit-oriented development within the Zone; 3) how a new Transit Anchor will be funded, (if no Transit Anchor is existing at the time of the CITY’s request); 4) how the Tax Increment Fund will support more transit-oriented development within the Zone; 5) how Captured Funds will be used in compliance with the Transit Act per Section 5.1; and 5) how CITY plans to match Captured Funds in accordance with Article III, including the timing of CITY’s match and source of funds. The Project and Financing Plan for a Zone does not need to be amended pursuant to the TIRZ Act to include the supplemental information required by this Section 2.2(c).
 - d. Percentage of DART’s Increment it will contribute to the Zone and CITY will match (as discussed in Article III and Article VIII)

- e. Base Value and supporting documentation.
- f. Existing Transit Anchor(s) located within the Zone or, if no Transit Anchor exists within the Zone at the time of CITY's request, a detailed plan for constructing a new Transit Anchor and implementing DART service to the Transit Anchor, as discussed in Article VI. DART and CITY shall jointly formulate the plan for constructing a new Transit Anchor, which shall include:
 - i. Location of the proposed Transit Anchor.
 - ii. Mode(s) of transit that will serve the proposed Transit Anchor (bus, light rail, commuter rail, or micromobility services).
 - iii. Data demonstrating the proposed location of the Transit Anchor within the Zone, as well as the proposed mode of transit serving the Transit Anchor, will effectively serve a Public Transportation need in accordance with DART's Service Standards approved by the DART Board of Directors.
 - iv. Design and Construction Schedule, including milestone deadlines that provide for reasonably expedient implementation of transit service to the Transit Anchor.
 - v. If completion of the Transit Anchor and initiation of DART service at the Transit Anchor is infeasible within five (5) years from execution of the Concurrence Letter, a detailed description supporting milestone deadlines that exceed a 5-year time frame for implementation of transit service at the future Transit Anchor.
- g. If the current or future Transit Anchor is served by micromobility services, a methodology, jointly formulated by DART and CITY, for reviewing ridership and facilitating ridership increases over time with the goal of transitioning the Transit Anchor into fixed-route service, as applicable, in the future.
- h. Whether DART's contributions will commence upon execution of the Concurrence Letter or following thirty (30) calendar days' written notice from CITY to DART. In no event may DART's contributions commence after expiration of the Term.
- i. A plan detailing how the administrative work to determine the amount of Captured Funds due under the Concurrence letter will be performed. The plan shall identify whether CITY or DART will perform the administrative work and shall address how the following objectives will be achieved: a) accuracy of the calculations; b) cost efficiency of the approach; c) transparency with the Party not performing the administrative work; d) and continued collaboration to ensure the Parties remain aligned with respect to the execution and results of the proposed methodology. The plan shall identify the frequency that the amount of Captured Funds due pursuant to the Concurrence Letter shall be calculated and subsequently paid by DART, which shall be no more frequently than quarterly and no less frequently than annually. The plan may provide for the calculation of the Base Value, and all subsequent calculations of Captured Funds during the Contribution Period, to include only certain addresses or specific companies located within the Zone. If CITY performs the administrative work, CITY's match shall be reduced by CITY's

reasonable administrative costs actually incurred as a direct result of, and in accordance with, the applicable Concurrence Letter. If DART performs the administrative work, the Captured Funds due to City under the Concurrence Letter shall be reduced by DART's reasonable administrative costs actually incurred as a direct result of, and in accordance with, the applicable Concurrence Letter.

- 2.3 Review and Approval of CITY Request for DART Contribution. Within ten (10) business days of CEO's receipt of CITY's request for DART's contribution to a Zone and supporting documentation and information, CEO shall review and: 1) approve the request if it complies with the requirements of this Agreement; 2) request clarification or additional documentation or information needed to determine whether the requirements of this Agreement have been satisfied; 3) deny the request if it fails to comply with the requirements of this Agreement; or 4) notify CITY that an extension of ten (10) business days is required to adequately review and act upon the CITY's request. Only two (2) extensions are permitted.
- a. If CEO approves the request, CEO shall sign a Concurrence Letter and remit that to City Manager for signature. The Concurrence Letter shall identify the percentage of the Increment that DART will contribute per Section 3.2 and whether CITY has elected for DART contributions to begin upon execution of the Concurrence Letter or upon thirty (30) calendar days after the date set forth in a written notice from CITY to CEO (provided, however, DART contributions must begin prior to the expiration of the Term).
 - b. If CEO requires clarification or additional documentation or information to determine whether CITY's request complies with the provisions of this Agreement, CEO shall send a letter to City Manager within ten (10) business days after receipt of CITY's request identifying the question(s) or missing information or documentation required or requested. Within ten (10) business days after CEO's receipt of the answers or supplementation documentation or information from CITY, CEO shall review and approve the request, request clarification or additional documentation or information, or deny the request. CEO shall be afforded ten (10) business days to review and respond to each supplemental submission by CITY in support of its request for DART contributions.
 - c. If CEO denies the request, then CITY may initiate the alternative dispute resolution process set out in Section 2.4.
 - d. CEO may, at any time within the 10-day review period, extend the review period by an additional ten (10) business days with notice to CITY that additional time is necessary to adequately review CITY's request. CEO may only extend the time period for review twice, for a maximum time period of thirty (30) business days to review CITY's request, not including any additional days resulting from supplemental submissions by CITY.
 - e. If CEO fails to respond to CITY's request within ten (10) business days of CEO's receipt (or such longer period as permitted under this Section 2.3), CITY's request shall be automatically deemed approved.

- 2.4 Alternative Dispute Resolution Process. If DART denies CITY's request for contributions to a Zone, CITY may request initiation of the alternative dispute resolution ("ADR") process outlined in this section within thirty (30) calendar days of City's receipt of DART's denial. Within thirty (30) calendar days after CITY's request for this alternative dispute resolution process, DART and CITY shall mutually select a neutral mediator or arbitrator who possesses appropriate knowledge and expertise regarding the subject of this Agreement. The mediator/arbitrator may be, but is not required to be, a licensed attorney in the State of Texas. Representatives of each of the Parties and their respective legal counsel shall meet with the mediator/arbitrator as soon as practicable but no later than ninety (90) days after selection of the mediator/arbitrator by the Parties. Within thirty (30) calendar days of the ADR meeting, the mediator/arbitrator shall deliver a determination upholding or overruling DART's decision. To the extent practicable, a determination upholding DART's denial shall identify how CITY may modify its request to comply with the terms of this Agreement. The mediator/arbitrator's determination regarding whether CITY's request to initiate DART contributions to a Zone complies with the requirements of this Agreement shall not be subject to further appeal, dispute, or litigation, except in the event of a Material Breach by DART.
- 2.5 Concurrence Letters. A Concurrence Letter may be executed and subsequently amended at any time by CEO and City Manager without action by the DART Board of Directors or CITY's Council so long as the Concurrence Letter or amendment complies with the terms of this Agreement.
- 2.6 Changes to CITY's Original Submission. In the event the information or documentation submitted by CITY pursuant to Section 2.2 changes after execution of a Concurrence Letter and before expiration of the Contribution Period, CITY shall, within thirty (30) calendar days of the change(s), provide written notice to DART identifying the change(s) and demonstrating the Zone's continued compliance with the requirements of this Agreement. CEO and City Manager shall execute an amendment to the Concurrence Letter reflecting the changes within thirty (30) calendar days of DART's receipt of written notice from CITY, unless otherwise agreed.

Article III. DART Contributions, CITY Match, Annual Report

- 3.1 Base Value. Base Value shall be determined by comparing the total sales and use tax collected within the Zone, as reported by the Texas Comptroller, for the full two (2) fiscal years preceding execution of the Concurrence Letter. The higher of those two amounts shall constitute the Base Value for purposes of this Agreement. Any adjustments by the Texas Comptroller, positive or negative, to account for prior inaccuracies included in the two (2) fiscal years compared shall not be considered in establishing the Base Value.
- 3.2 DART Contributions to CITY-Created Zone. DART's contribution to a Zone pursuant to an executed Concurrence Letter shall be no more than fifty percent (50%) of DART's Increment, except as provided in Article VIII, and no less than twenty percent (20%) of DART's Increment. DART shall pay the applicable percentage of its Increment set out in the Concurrence Letter to CITY, *i.e.*, the Captured Funds, for the entire Contribution Period

(except as provided in Article VII) or until the expiration or termination of the Zone, whichever occurs first. DART may reduce the Captured Funds remitted by DART to CITY by the amount of reasonable administrative costs actually incurred by DART, as set out in Section 2.2(i), if the Concurrence Letter provides for DART to perform such administrative work. To the extent permitted by law, without waiving governmental immunity and applicable affirmative defenses, City shall RELEASE AND HOLD DART HAMRLESS from all claims or liabilities arising from the use of Captured Funds.

- 3.3 Timing of DART Contributions. If DART performs the administrative work to determine the amount of Captured Funds due pursuant to the applicable Concurrence Letter, DART shall remit the Captured Funds, reduced by DART's reasonable administrative costs actually incurred, to CITY as frequently as required under the Concurrence Letter. If CITY performs the administrative work to determine the amount of Captured Funds due pursuant to the Concurrence Letter, DART shall remit the Captured Funds to CITY within thirty (30) calendar days of DART's receipt of notice from CITY regarding the amount of Captured Funds due. The deadlines set out in this Agreement and the applicable Concurrence Letter may be extended if the Texas Comptroller's Office fails to timely provide the information necessary to determine the Increment for the Zone. DART's failure to pay Captured Funds to City pursuant to an executed Concurrence Letter shall constitute a Material Breach.
- 3.4 CITY Match. CITY shall contribute to the Tax Increment Fund an amount of funds equal or greater than the Captured Funds contributed by DART to the Tax Increment Fund, including any interest accrued while the Captured Funds are held within the Tax Increment Fund. CITY's match for the first five (5) years of the Contribution Period (Years 1-5) may include funds contributed by CITY to the Tax Increment Fund for the respective Zone for the five (5) years preceding the start of the Contribution Period if, during those five (5) years preceding the start of the Contribution Period, the Zone encompassed a Transit Anchor. CITY's match for the last five (5) years of the Contribution Period (Years 5-10) shall not include any funds contributed by CITY to the Tax Increment Fund prior to the start of the Contribution Period. CITY may otherwise match the Captured Funds with any other source of funds available to it (such as property tax revenue, municipal sales and use tax revenue, bonds, fines and penalties, user fees and charges, *etc.*). CITY may reduce its match by the amount of reasonable administrative costs actually incurred by CITY, as set out in Section 2.2(i), if the Concurrence Letter provides for CITY to perform such administrative work.
- 3.5 Annual Report. CITY shall cause a report of the Tax Increment Fund to be completed annually, beginning the first year of the Contribution Period and continuing every year thereafter until the Contribution Period has ended and all Captured Funds have been spent or reimbursed to DART. The annual report shall be provided to CEO and to the DART Board per Section 4.2 within one hundred fifty (150) calendar days following conclusion of fiscal year each year. The report shall identify: 1) the amount of funds DART contributed to the Tax Increment Fund during the preceding year as compared to the amount of Captured Funds reported to be due by the Party performing the administrative

work per Section 2.2(i); 2) how much CITY contributed to the Tax Increment Fund during the preceding year; 3) the source of funds CITY utilized for the CITY's match; 4) the outstanding amount that CITY owes to match the Captured Funds contributed by DART to the Tax Increment Fund, if any; 4) how Captured Funds were used by CITY; 5) any use of Captured Funds that was not in compliance with this Agreement and the respective Concurrence Letter; and 6) the amount of administrative costs deducted from CITY's match, if CITY is performing the administrative work, or the Captured Funds due, if DART is performing the administrative work. If DART failed to contribute the entire amount of Captured Funds to the Tax Increment Fund, DART shall remit the outstanding amount to CITY within ninety (90) calendar days following DART's receipt of the annual report. If DART contributed more than the Captured Funds due under this Agreement, CITY shall, at DART's sole option, either return such excess Captured Funds to DART within ninety (90) calendar days following receipt of the annual report or apply the funds against future Captured Funds due to be paid into the Tax Increment Fund. The annual report required under this section shall be paid for with the Tax Increment Fund unless otherwise agreed by the Parties. Failure to comply with the requirements of this Section 3.5 by DART or CITY shall constitute a Material Breach. If DART has cause to question the veracity or completeness of the annual report, CITY shall make all records related to the Zone and expenditure of DART funds available to DART for review and audit not more than once per calendar year.

- 3.6 Timing of CITY Match. CITY shall fully match the Captured Funds paid into the Tax Increment Fund (dollar for dollar), including any interest accrued on the Captured Funds while held in the Tax Increment Fund, no later than ninety (90) calendar days following completion of the annual report for Year 5 of the Contribution Period. CITY shall again fully match the Captured Funds paid into the Tax Increment Fund, including any interest accrued on the Captured Funds, no later than ninety (90) calendar days following completion of the annual report for Year 10 of the Contribution Period. If CITY performs the administrative work pursuant to Section 2.2(i), the amount of CITY's match shall be reduced by CITY's reasonable administrative costs actually incurred as a direct result of, and in accordance with, the applicable Concurrence Letter.
- 3.7 CITY's Failure to Match. If CITY fails to match the Captured Funds in accordance with this Article III, such failure shall constitute a Material Breach and, in addition to suspension of DART's payments per Section 7.2, DART may terminate this Agreement or the respective Concurrence Letter under Section 7.4. All Captured Funds contributed to the Tax Increment Fund and not matched by CITY shall constitute a Claw Back Amount and CITY shall reimburse such Claw Back Amount to DART within thirty (30) calendar days of written notice from DART.
- 3.8 Interest Accumulated in Tax Increment Fund. All Captured Funds contributed to the Tax Increment Fund shall be held in an interest-accruing account. All interest accrued by Captured Funds and CITY match while held in the Tax Increment Fund shall be retained by CITY to be spent within the Zone on eligible costs under the TIRZ Act and, with respect to Captured Funds, under the Transit Act, except as provided in this Agreement with respect to Claw Back Amounts.

- 3.9 Debt Issuance by TIRZ Board. DART shall not bear any liability, risk, or responsibility for debt issued on behalf of a Zone by CITY.
- 3.10 Expiration or Termination of the Zone. Upon expiration or termination of the Zone, any Captured Funds paid to CITY not yet expended or obligated, including any interest accrued by the Captured Funds while held in the Tax Increment Fund, shall constitute a Claw Back Amount to be reimbursed to DART within ninety (90) calendar days of the Zone's expiration.

Article IV. TIRZ Board Representation, Reports to the DART Board of Directors

- 4.1 DART Representation on TIRZ Board. A DART staff member shall serve as an *ex officio* nonvoting member on the TIRZ Board during the entire Contribution Period and shall continue serving until all DART funds within the Tax Increment Fund have been spent or reimbursed to DART. To maintain consistency, the DART Board shall appoint a single DART employee with appropriate knowledge and job responsibilities to serve on all TIRZ Boards for Zones that DART is contributing to pursuant to this Agreement.
- 4.2 Reports to the DART Board of Directors. CEO or her designee shall brief the DART Board of Directors on an annual basis regarding:
- a. Concurrence Letters executed and amended by CEO;
 - b. The annual report for each Zone subject to a Concurrence Letter, including the amount of DART's contributions to the Tax Increment Fund, CITY's contributions to the Tax Increment Fund, any amount outstanding to satisfy CITY's match requirement, and any use of DART funds by CITY upon recommendation by the TIRZ Board;
 - c. The progress of projects within each Zone;
 - d. If no Transit Anchor is in place for the Zone, the progress on the construction of a Transit Anchor; and
 - e. If the Transit Anchor is operational in the Zone, ridership information and opportunities for enhancing transit services to the Transit Anchor and otherwise within the Zone.

Article V. Use of the Tax Increment Fund

- 5.1 Use of DART Funds and CITY Match. All Captured Funds paid to CITY and CITY match shall be used to develop or redevelop the Zone in compliance with this Agreement, the applicable Concurrence Letter, and the TIRZ Act. Additionally, all Captured Funds paid to CITY shall be used in compliance with the Transit Act. Currently, compliance with the Transit Act requires funds to be used to support DART's Public Transportation System or for Complementary Transportation Services. Any Captured Funds paid to CITY used in violation of this section shall constitute a Claw Back Amount to be reimbursed to DART within ninety (90) calendar days of CITY's discovery of the improper use or written notice from DART of the improper use, whichever occurs first. So long as the Claw Back Amount

is reimbursed in accordance with this Section 5.1, such reimbursement shall not be considered a debt of CITY and is subject to all applicable law. CITY's failure to timely reimburse improperly applied Captured Funds shall constitute a Material Breach. CITY's match shall be used to in compliance with this Agreement, the applicable Concurrence Letter, and the TIRZ Act.

- 5.2 Transit Capital Projects within the Zone Performed by DART. If, at the time the Concurrence Letter is executed, a Transit Capital Project located within the Zone is included in DART's Twenty-Year Financial Plan that has been approved by the DART Board of Directors, DART shall complete the Transit Capital Project at its cost (or with external funds secured by DART for the Transit Capital Project) following approval by the DART Board of Directors of an annual budget that includes the Transit Capital Project. CITY, upon recommendation by the Zone Board, may, however, elect to perform the Transit Capital Project at an earlier date utilizing the Tax Increment Fund.
- 5.3 Transit Capital Project within the Zone Performed by Others. If, at the time the Concurrence Letter is executed, a Transit Capital Project located within the Zone has not been included in DART's Twenty-Year Financial Plan approved by the DART Board of Directors, DART shall have no responsibility to perform or pay for the cost for the Transit Capital Project. The Transit Capital Project may be paid for by the Tax Increment Fund, a developer, or some other source of funding. DART may, but shall have no obligation to, perform some or all of the Transit Capital Project and pay for some or all of the associated costs.

Article VI. Transit Anchor

- 6.1 Establishing a Transit Anchor. To qualify for DART's contribution of Captured Funds under this Agreement:
- a. The Zone shall include a Transit Anchor within the Zone's geographic boundaries at the time the Concurrence Letter is executed; or
 - b. CITY shall substantially complete construction of a Transit Anchor within the Zone's geographic boundaries within five (5) years following execution of the Concurrence Letter; provided, however, if substantial completion of the Transit Anchor is infeasible within a five (5) year time frame (such as construction of a rail station), then CITY must demonstrate steady progress and, ultimately, completion of the Transit Anchor in accordance with the design and construction schedule approved by DART in the Concurrence Letter. A Transit Anchor shall be substantially complete for purposes of this section if DART is able to utilize the Transit Anchor as part of its Public Transportation System. If CITY fails to establish a Transit Anchor in accordance with this section, such a failure shall constitute a Material Breach, and all Captured Funds paid to CITY, including interest earned, shall constitute a Claw Back Amount. In addition to suspending payments of Captured Funds per Section 7.2, DART may terminate the applicable Concurrence Letter or this Agreement in accordance with Section 7.4. The Claw Back Amount shall be reimbursed to DART in accordance with Section 7.5.

- 6.2 Substitution of a Transit Anchor. CITY may, at any time, substitute the Transit Anchor by submitting to DART: a) written notice of CITY's desire to eliminate the existing Transit Anchor and substitute a new Transit Anchor; and b) documentation demonstrating the substitute Transit Anchor satisfies the requirements of this Agreement. CEO shall review the substitute Transit Anchor documentation in accordance with Section 2.3. Upon CEO's approval of the substitute Transit Anchor, CEO and City Manager shall execute an amendment to the Concurrence Letter identifying the substitute Transit Anchor. No substitution of a Transit Anchor is required if the Concurrence Letter identifies multiple Transit Anchors within the Zone and at least one Transit Anchor remains operational.
- 6.3 Failure to Reestablish a Transit Anchor. If transit service to all Transit Anchors within a Zone is halted at CITY's request or direction and CITY fails to establish a substitute Transit Anchor in accordance with Section 6.2, such a failure shall constitute a Material Breach. In addition to suspending payments of Captured Funds per Section 7.2, DART may terminate the applicable Concurrence Letter or this Agreement in accordance with Section 7.4.

Article VII. Disqualification, Suspension, Termination, and Claw Backs

- 7.1 Disqualifications. Any of the following events shall disqualify CITY from submitting a request for DART's contribution to a Zone, from execution of a Concurrence Letter, and from commencement of a Contribution Period (if a Concurrence Letter has been executed but CITY has not yet provided thirty (30) calendar days' notice to commence the Contribution Period):
- a. CITY's Council approves a resolution calling for an election to withdraw from DART;
 - b. CITY fails to pay a debt owed to DART of \$500,000 or more for longer than one hundred eighty (180) calendar days; or
 - c. A statutory change results in the reduction or reallocation of any part of DART's sales and use tax rate of one percent (1%).
- 7.2 Suspension of DART Contributions. DART shall immediately suspend all payments of Captured Funds to CITY pursuant to any executed Concurrence Letters upon the occurrence of any of the following events:
- a. Transit service to a Transit Anchor is halted at CITY's request or direction without establishing a substitute Transit Anchor in accordance with Section 6.2;
 - b. CITY fails to establish a Transit Anchor in accordance with Section 6.1;
 - c. CITY fails to pay a debt owed to DART of \$500,000 or more for longer than one hundred eighty (180) calendar days; or
 - d. CITY fails to match DART's contribution of Captured Funds in accordance with Article III following the Year 5 annual report.

DART's payments of Captured Funds shall not resume until the event prompting suspension has been fully cured. Suspension of payments pursuant to this section shall not

extend the Contribution Period(s) and, if the suspension is lifted prior to the conclusion of the Contribution Period(s), DART shall not be obligated to remit Captured Funds not paid into the Tax Increment Fund(s) while the suspension was in place. As such, Captured Funds during a suspension period shall be retained by DART and deducted from the total amount of Captured Funds due under this Agreement.

- 7.3 Termination of Agreement by Withdrawal. This Agreement, including all executed Concurrence Letters, shall immediately and automatically terminate and be of no further force or effect upon CITY's withdrawal from DART. For purposes of this section, CITY's withdrawal is effective the day after the date of the canvass of the withdrawal election.
- 7.4 Termination by Material Breach. In the event of a Material Breach, either Party shall provide written notice to the breaching Party and if the breaching Party fails to cure such Material Breach within ninety (90) calendar days after written notice thereof, the nonbreaching Party may terminate the applicable Concurrence Letter(s) or this Agreement upon the date set forth in a written notice to the defaulting Party. If either Party disputes a Material Breach has occurred, the Parties shall first attempt to resolve the dispute by securing a determination through the alternative dispute resolution process set out in Section 2.4 without such dispute resolution being final. In the event the Parties are unable to resolve their dispute through the alternative dispute resolution process set out in Section 2.4, then either Party may terminate this Agreement or the applicable Concurrence Letter and, if necessary, file suit related to an alleged Material Breach of this Agreement in a state district court of competent jurisdiction in Dallas County, Texas.
- 7.5 Captured Funds upon Termination. DART shall immediately discontinue all payments of Captured Funds pursuant to any executed Concurrence Letter(s) upon termination of said Concurrence Letter or this Agreement. Any Captured Funds, as well as any accrued interest on such Captured Funds held within Tax Increment Fund(s), not expended or obligated on the date the respective Concurrence Letter or this Agreement is terminated or the date the Material Breach giving rise to the termination occurs, whichever happens first, shall constitute a Claw Back Amount and shall be reimbursed to DART within ninety (90) calendar days after the date of termination.
- 7.6 Unpaid Claw Back Amount. In the event CITY fails to reimburse any Claw Back Amount to DART in accordance with the applicable time frame set forth in this Agreement, DART may, following thirty (30) calendar days prior written notice to CITY, deduct the Claw Back Amount from any payment due from DART to CITY under any other program or contract, including but not limited to funds owed under a Public Transportation Improvement Funds Interlocal Agreement or a DART general mobility program. Any Claw Back Amount that CITY has failed to reimburse to DART upon CITY withdrawal from DART shall be included in CITY's total financial obligation pursuant to Section 452.658 of the Transit Act.
- 7.7 Termination by CITY for Convenience. CITY may, upon written notice to DART, terminate a Concurrence Letter provided DART has not paid any Captured Funds to CITY for deposit in the Tax Increment Fund pursuant to such Concurrence Letter. CITY may,

upon written notice to DART, terminate this Agreement provided DART has not paid any Captured Funds to CITY for deposit in a Tax Increment Fund pursuant to any Concurrence Letter.

Section VIII. Use of DART Property for Transit-Oriented Development

- 8.1 Transit-Oriented Development Incentive. If the Zone includes property owned by DART that is subject to a separate interlocal agreement or memorandum of understanding between DART and CITY for the purpose of converting DART-owned property into transit-oriented development, then DART shall contribute up to fifty-five percent (55%) of its Increment.
- 8.2 Transit-Oriented Development of Federally-Funded Property. If the Zone includes property owned by DART that is subject to a separate interlocal agreement or memorandum of understanding between DART and CITY for the purpose of converting DART-owned property into transit-oriented development and the DART-owned property is encumbered by an interest held by the Federal Transit Administration (“FTA”), then DART shall contribute up to sixty percent (60%) of its Increment.
- 8.3 Transit-Oriented Development of Affordable Housing. If the Zone includes property owned by DART that is subject to a separate interlocal agreement or memorandum of understanding between DART and CITY for the purpose of converting DART-owned property into transit-oriented development and requiring some portion of the DART-owned property to be converted into multifamily residential with affordable housing income restrictions in accordance with the Project and Financing Plan, then DART shall contribute up to sixty percent (60%) of the Increment. DART shall contribute up to sixty-five percent (65%) of its Increment if the DART-owned property being converted into multifamily residential is also encumbered by an interest held by FTA.
- 8.4 Transit-Oriented Development Incentive After Execution of a Concurrence Letter. In the event one or more of the transit-oriented development incentives identified above become applicable within a Zone following execution of a Concurrence Letter, CEO and City Manager shall execute an amendment to the Concurrence Letter increasing the percentage of Increment paid by DART to CITY for contribution to the Tax Increment Fund accordingly.
- 8.5 Invalidated Transit-Oriented Development Incentive. In the event the separate interlocal agreement or memorandum of understanding providing for the conversion of DART-owned property into transit-oriented development is terminated, expires, or the Parties amend the agreement in a manner that invalidates one or more of the qualifying incentives for additional Captured Funds, CEO and City Manager shall execute an amendment to the Concurrence Letter reducing the percentage of the Increment contributed by DART accordingly. The reduction to the percentage of the Increment contributed by DART shall be effective as of the date the Concurrence Letter (or previous amendment to the Concurrence Letter) providing for the incentive was originally executed so that CITY shall receive no benefit from the invalidated incentive. CITY shall, at DART’s sole option, either reimburse to DART the excess Captured Funds resulting from the invalidated

incentive within thirty (30) calendar days following execution of the amendment to the Concurrence Letter removing the incentive or apply the excess Captured Funds against future Captured Funds due to be paid by DART to CITY for contribution to the Tax Increment Fund. CITY's failure to reimburse DART pursuant to this section shall constitute a Material Breach.

Section IX. Miscellaneous

- 9.1 **Survival.** The Parties shall not initiate any DART contributions to CITY-created Zones after expiration of the Term; however, all other obligations imposed under this Agreement shall survive expiration of the Term unless specifically provided otherwise in this Agreement.
- 9.2 **Extensions.** The Term of this Agreement and the length of the Contribution Period applicable to any Zone may be extended by written agreement of the Parties and approval by the DART Board of Directors and CITY Council.
- 9.3 **Other Agreements for DART Contributions.** Nothing in this Agreement shall be construed to prohibit the Parties from entering into a separate agreement approved by the DART Board of Directors providing for DART's contribution to a CITY-created Zone that does not meet the parameters of this Agreement.
- 9.4 **Notices.** Notice shall be provided in writing at the following addresses:

If intended for DALLAS AREA RAPID TRANSIT, to: 1401 Pacific Avenue Dallas, Texas 75202-7210 Attn: EVP, Chief Financial Officer <i>CFO@dart.org</i>	If intended for CITY, to: Attn: City Manager
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With Copy to:
DART General Counsel
P.O. Box 660163
Dallas, TX 75266-7255

With Copy to:

Either Party may designate a different address for receipt of notice by giving written notice of such change of address.

- 9.5 **Governing Law; Voting Requirements for Initiation of Suit Against CITY.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any action brought by a party to enforce any provision of this Agreement shall be commenced in a state district court of competent jurisdiction in Dallas County, Texas. DART shall not name or implead a non-principal municipality (CITY) or its officers or employees except upon a two-thirds vote of the DART Board.

- 9.6 Entirety and Amendments. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to DART contributions to a Zone. This Agreement may be amended or supplemented only by a written instrument executed by the Parties. The City Manager is authorized to execute on behalf of CITY any amendments to this Agreement and any instruments related hereto.
- 9.7 No Joint Enterprise. The Parties do not intend that this Agreement be construed as finding that the Parties have formed a joint enterprise. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into and the Parties hereto specifically disclaim such relationship.
- 9.8 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 9.9 Construction and Interpretation. This Agreement shall not be construed against the drafting Party.
- 9.10 Severability. If any provision of this Agreement is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provision, each of which will be deemed to be independent and severable.
- 9.11 No Waiver of Governmental Immunity. By entering into this Agreement, neither Party waives or diminishes any defenses available to it, including, by example and without limitation, governmental immunity and statutory caps on damages.
- 9.12 No Discrimination. In the performance of this Agreement, each Party warrants that it shall not discriminate against any person on account of race, color, sex, religious creed, age, disability, ethnic or national origin, veteran status or other protected group of persons.
- 9.13 Signature Authority. Each of the individuals signing this Agreement warrants that he or she is duly and properly authorized to execute this Agreement on behalf of his or her respective Party.
- 9.14 Recitals. The recitals to this Agreement are incorporated herein.
- 9.15 Counterparts. This Agreement may be executed in identical counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 9.16 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[Signatures on following page.]

DALLAS AREA RAPID TRANSIT

Nadine S. Lee
President & Chief Executive Officer

Date:

[CITY]

[City Official]
[Title]

Date:

EXHIBIT A

FORM OF
CONCURRENCE LETTER

[DATE]

[Name]
City Manager
[City]
[Address]

RE: Concurrence Letter for DART’s Contribution to Tax Increment Reinvestment Zone [Name of Zone] pursuant to the Interlocal Cooperation Agreement for DART’s Contributions to Tax Increment Reinvestment Zones, executed [Date]

Dear [Name]:

Dallas Area Rapid Transit (“DART”) has received your request for DART’s financial participation in the City of [City]’s Tax Increment Reinvestment Zone [Name of Zone], created by Municipal Ordinance [No. of Ordinance] (“Zone”), pursuant to the Interlocal Cooperation Agreement for Contributions to Tax Increment Reinvestment Zones executed between DART and [City] on [date of execution] (“ILA”). The documentation submitted in support of your request has been reviewed and determined to comply with the requirements of the ILA. As such, this Concurrence Letter constitutes DART and City’s agreement to commence DART’s contribution of Captured Funds to the subject Zone as set forth herein and in accordance with the ILA. DART agrees to commence contributions to the Zone in accordance with the ILA and the terms below:

- The Zone is geographically bounded as shown in the enclosed map and subject to the enclosed Project and Financing Plan.
- DART contributions to the Zone shall commence upon [execution of this Concurrence Letter/DART’s receipt of 30 calendar days’ written notice from City].
- The Base Value to calculate DART’s contributions is [Base Value]. *The Base Value includes only the following [addresses/companies], which shall be the same [addresses/companies] utilized to determine the Captured Funds during the Contribution Period:*
 - *[List of Addresses or Companies]*
- The Parties shall agree to the Base Value within the Zone. The Parties may agree to include only specific addresses and/or companies located within the Zone in calculating the Base Value of the Zone and Captured Funds during the Contribution Period.
- DART shall contribute [Percentage]% of its sales and use tax Increment.

- The amount of Captured Funds due under this Concurrence Letter shall be determined on a [quarterly/semi-annually/annual] basis.
- *DART performs administrative work:* DART shall perform the administrative work to determine the amount of Captured Funds due under this Concurrence Letter as follows: [methodology in accordance with Section 2.2(i) of the Agreement]. DART shall reduce the Captured Funds paid to CITY pursuant to this Concurrence Letter by the reasonable administrative costs DART actually incurs in connection with performing the administrative work to determine the amount of Captured Funds due.
- *CITY performs administrative work:* CITY shall perform the administrative work to determine the amount of Captured Funds due under this Concurrence Letter as follows: [methodology in accordance with Section 2.2(i) of the Agreement]. CITY shall reduce its match paid into the Tax Increment Fund pursuant to this Concurrence Letter by the reasonable administrative costs CITY actually incurs in connection with performing the administrative work to determine the amount of Captured Funds due.
- *For existing Transit Anchors:* The Transit Anchor is located at [Address] and served by DART's [bus/light rail/commuter rail/micromobility] services.
- *For new Transit Anchors:* The future Transit Anchor shall be located at [Address] and served by DART's [bus/light rail/commuter rail/micromobility/streetcar] services. The future Transit Anchor shall be substantially complete no later than [Date] in accordance with the enclosed Design and Construction Schedule.
- [Name, Title of DART Staff] shall serve on the Zone Board of Directors upon the commencement of DART's contributions

City represents that the information and documentation it submitted to DART in support of its request for DART's contributions to the Zone is accurate and truthful. The definitions set out in the ILA shall be applied in this Concurrence Letter.

DART appreciates the opportunity to invest in the [development/redevelopment] of the Zone and looks forward to working collaboratively with the City of [City] and the Zone Board of Directors to stimulate more transit-oriented development within the Zone, grow transit ridership, generate greater tax revenue, attract and retain businesses, and leverage DART's transportation services and facilities as a strategic economic development and mobility asset.

Sincerely,

Nadine S. Lee
President & Chief Executive Officer

For Concurrence:

Execution Version

[Name]
City Manager
[City]

Date:

Enclosures: Zone Map
Project Plan
Financing Plan
[Design & Construction Schedule]

EXHIBIT B
CURRENT TRANSIT ANCHORS

- **Addison**
 - Addison Station
- **Carrollton**
 - North Carrollton/Frankford Station
 - Trinity Mills Station
 - Downtown Carrollton Station
- **Cockrell Hill**
 - Cockrell Hill Transfer Location
- **Dallas**
 - LBJ-Central Station
 - Forest Lane Station
 - Walnut Hill Station
 - Park Lane Station
 - Lovers Lane Station
 - SMU/Mockingbird Station
 - Cityplace/Uptown Station
 - Pearl/Arts District Station
 - Akard Station
 - West End Station
 - EBJ/Union Station
 - Convention Center Station
 - Cedars Station
 - 8th & Corinth Station
 - Dallas Zoo Station
 - Tyler/Vernon Station
 - Hampton Station
 - Westmoreland Station
 - UNT Dallas Station
 - Ledbetter Station
 - VA Medical Center Station
 - Kiest Station
 - Illinois Station
 - Morrell Station
 - White Rock Station
 - Lake Highlands Station
 - LBJ/Skillman Station
 - Buckner Station
 - Lake June Station
 - Lawnview Station
 - Hatcher Station
 - MLK, Jr. Station
 - Fair Park Station
 - Baylor Station

- Deep Ellum Station
- Victory Station
- Market Center Station
- SWMD/Parkland Station
- Inwood/Love Field Station
- TRE Medical/Market Center Station
- Bachman Station
- Royal Lane Station
- Knoll Trail Station
- Cypress Waters Station
- J.B. Jackson Transit Center
- CBD West Transfer Center
- CBD East Transfer Center
- Bernal/Singleton Transfer Location
- Red Bird Transit Center
- Malcolm X Transfer Location
- Greenbriar Streetcar Station
- Oakenwald Streetcar Station
- Beckley Streetcar Station
- 6th Street Streetcar Station
- Bishop Arts Streetcar Station
- **Farmers Branch**
 - Farmers Branch Station
- **Garland**
 - Forest/Jupiter Station
 - Downtown Garland Station
 - Lake Ray Hubbard Transit Center
 - South Garland Transit Center
- **Glenn Heights**
 - Glenn Heights Park & Ride
- **Irving**
 - TRE Downton-Irving Heritage Crossing Station
 - TRE West Irving Station
 - Belt Line Station
 - Dallas College Northlake Campus Station
 - Hidden Ridge Station
 - Irving Convention Center Station
 - Las Colinas Urban Center Station
 - University of Dallas Station
- **Plano**
 - Parker Road Station
 - Downtown Plano Station
 - 12th Street Station
 - Shiloh Street Station
 - Jack Hatchell Transit Center
 - NW Plano Park & Ride

- **Richardson**
 - Cityline/Bush Station
 - Galatyn Park Station
 - Arapaho Center Station
 - Spring Valley Station
 - UT Dallas Station
- **Rowlett**
 - Downtown Rowlett Station



Agenda Memo File Number: 7556

Agenda Date: 3/3/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *11.

CC MEETING: February 17th, 2026

DATE: February 2, 2026

TO: Erin Rinehart, City Manager

FROM: Chris Chiancone, Chief Information Officer
Chrystal Davis, Assistant City Manager

Consider Authorizing The City Manager To Enter Into An Agreement With Catapult Staffing, LLC, Through DIR Purchasing Cooperative, For Staffing Services In A Total Amount Not To Exceed \$1,200,000.00.

BACKGROUND:

The IT Budget includes a council approved ATB for IT Professional Services for specialized IT positions. To address the need for these specialized IT positions, the City has utilized professional services firms for staff augmentation, hard-to-hire positions, and other contract services.

By utilizing Catapult Staffing, LLC, the City can quickly access a pool of highly qualified professionals who have the necessary skills and experience for specialized positions and projects. Catapult Staffing, LLC has extensive recruiting resources and established networks with professionals in various IT fields, making it easier for them to find the right fit for a particular position.

Catapult Staffing, LLC will provide staff augmentation for IT-related staff in support of AI, Mobile Development, GIS Development, and Document Management Software implementation.

Using contract services also allows the City to quickly adjust its workforce as needed, without the overhead costs associated with hiring full-time employees. This can be particularly useful during periods of high demand, when additional staff may be needed to handle an increased workload.

FINANCIAL IMPLICATIONS:

Catapult Staffing, LLC is budgeted through the following accounts:

IT Professional Services 854105 - 124850199 (\$1,000,000.00)

Records Management Software 854105 - 124600199 (\$200,000.00)

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends Council authorize the purchase of IT Professional Services as needed from Catapult Staffing, LLC, in an amount not to exceed \$1,200,000.00.



Agenda Memo
File Number: 7559

Agenda Date: 3/3/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *12.

CC MEETING: March 3, 2026

DATE: February 12, 2026

TO: Erin Rinehart, City Manager

FROM: Michael Thomson - Chief, Fire Department
Rex Redden - Director, Executive of Public Safety

Consider **Authorizing The City Manager To Enter Into An Agreement With Bound Tree Medical LLC Pursuant To An Interlocal Agreement With The City Of Midlothian For RFP 10.2025_1 2025-28 Emergency Medical System (EMS) Supplies, In An Amount Not To Exceed \$250,000.00 Annually, For A Total Five-Year Contract Amount Not To Exceed \$1,250,000.00.**

BACKGROUND:

This contract is to provide Emergency Medical System (EMS) supplies utilized by Carrollton Fire Rescue. Examples of these items used for the ambulances are medications, bandages, sheets, gloves, masks and other disposable supplies.

The EMS supplies will be purchased through our interlocal agreement with the City of Midlothian. This Interlocal Agreement meets all state of Texas competitive bidding requirements and results in an award to Bound Tree Medical LLC as primary vendor.

The initial three-year contract term amount will not exceed \$750,000.00, based on our current budget. The additional two one-year renewal options will not exceed the annual amount of \$250,000.00. The total five-year contract will not exceed \$1,250,000.00.

FINANCIAL IMPLICATIONS:

The supplies on this Interlocal Agreement will be purchased from budgeted funds for the accounting units and amounts as listed below.

<u>ACCOUNTING UNIT</u>	<u>ACTIVITY NUMBER</u>	<u>BUDGET AMOUNT</u>
232001	60700	\$250,000.00

IMPACT ON COMMUNITY SUSTAINABILITY:

This project supports and aligns with the City Council's goals and objectives to allocate resources for optimal results.

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommend City Council authorize the City Manager to enter into an agreement with Bound Tree Medical LLC pursuant to an Interlocal Agreement with the City of Midlothian for RFP 10.2025_1 2025-28 Emergency Medical System (EMS) Supplies, in an amount not to exceed \$250,000.00 annually, for a total five-year contract value not to exceed \$1,250,000.00.



Agenda Memo

File Number: 7560

Agenda Date: 3/3/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *13.

CC MEETING: March 3, 2026

DATE: February 23, 2026

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 Construction Contract With Garret Shields Infrastructure, LLC For The Whitlock Addition Street Reconstruction Phase 3 Project In An Amount Not To Exceed \$7,007,354.10.**

BACKGROUND:

This contract will provide for the reconstruction of four (4) streets in the Whitlock Addition Subdivision including Ryan Avenue, E Russell Avenue, Norris Street, portions of Homer Street, associated alleys, and the parking lot at WJ Thomas Park. The project consists of approximately 6,000 LF of residential street pavement, 4,000 LF of alley pavement, and 2,000 LF of storm pipe. This project was a part of the 2018 Bond Election.

The duration of construction is 540 calendar days. Construction sequencing will ensure that not all streets are under construction simultaneously. Project signage will be installed subdivision entrances, and residents will receive written notice prior to construction. A neighborhood meeting with the residents and the contractor will be held prior to mobilization. Additional handouts will be distributed as required during the project.

FINANCIAL IMPLICATIONS:

Sixteen (16) bids were received on February 11, 2026. The low bid, in the amount of \$6,677,354.10, was submitted by Garret Shields Infrastructure, LLC. The Engineer's Estimate for the project was \$9,330,000.00. Garret Shields is currently constructing Cemetery Hill Road and Cromwell Drive and has performed satisfactorily so far during construction. They also have positive references from the City of Plano, North Richland Hills, and Highland Village. Funding is available in Account Unit 854460 (Streets Consolidated).

With this neighborhood 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 Whitlock Addition Street Reconstruction Ph 3 is recommended at 5% (original contract amount) or \$330,000.

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:

- Improving neighborhood safety and reliability through full-depth street, alley, and storm drainage reconstruction that addresses aging infrastructure. (Accessible)
- Protecting long-term public investment by reconstructing infrastructure to current standards, reducing future emergency repairs and lifecycle costs. (Economical)
- Revitalizing an established neighborhood by improving curb appeal, pavement condition, and park access. (Revitalized)

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends award of the construction contract for the Whitlock Addition Street Reconstruction Phase 3 Project to Garret Shields Infrastructure, LLC in the amount of \$7,007,354.10 (\$6,677,354.10 original proposal and \$330,000 (5%) construction contingency).

Event Number	ENG2026-01 Addendum 1	Organization	City of Carrollton Purchasing
Event Title	Whitlock Addition Street Reconstruction Ph	Workgroup	Engineering
Event Description	Improvement limits are within the Whitlock	Event Owner	Sandra Quiros
Event Type	Low Bid	Email	sandra.quiros@cityofcarrollton.com
Issue Date	1/12/2026 07:30:00 AM (CT)	Phone	
Close Date	2/11/2026 10:00:00 AM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total	
Garret Shields Infrastructure	Garland	TX	2/11/2026 08:50:15 AM (CT)	71	\$6,677,354.10	
ICOS Management LLC	FRISCO	TX	2/10/2026 08:23:12 PM (CT)	71	\$6,838,005.00	
SYB Construction Co., Inc	IRVING	TX	2/11/2026 09:30:08 AM (CT)	71	\$6,847,393.48	
3D Paving & Contracting Llc	coppell	TX	2/11/2026 09:45:19 AM (CT)	71	\$7,036,324.00	
J&L Construction, LLC.	Denton	TX	2/11/2026 09:23:00 AM (CT)	71	\$7,225,915.97	
Axis Contracting, Inc.	Dallas	TX	2/11/2026 09:12:31 AM (CT)	71	\$7,420,788.37	
Tiseo Paving Company	Dallas	TX	2/11/2026 09:40:57 AM (CT)	71	\$7,590,682.35	
Camino Construction	Lewisville	TX	2/11/2026 09:44:51 AM (CT)	71	\$7,789,554.00	
Jim Bowman Construction Com	Plano	TX	2/11/2026 09:21:15 AM (CT)	71	\$7,877,179.75	
KIK Underground LLC	Lewisville	TX	2/11/2026 08:51:33 AM (CT)	71	\$7,994,755.60	
Ratliff Hardscape, Ltd	Carrollton	TX	2/11/2026 09:59:06 AM (CT)	71	\$8,025,714.60	
Vernara	Dallas	TX	2/11/2026 09:56:29 AM (CT)	71	\$8,080,531.50	
McMahon Contracting L.P.	Grand Prairie	TX	2/11/2026 09:30:16 AM (CT)	71	\$8,248,207.00	
Reliable Paving, Inc	Arlington	TX	2/11/2026 08:47:47 AM (CT)	71	\$8,333,350.73	
Muniz Construction, Inc.	Dallas	TX	2/11/2026 09:55:20 AM (CT)	71	\$8,857,143.50	
FNH CONSTRUCTION LLC	Plano	TX	2/11/2026 09:59:21 AM (CT)	71	\$8,993,066.00	Rejected

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

Attachment A: Location Map





Agenda Memo
File Number: 7562

Agenda Date: 3/3/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *14.

CC MEETING: March 3, 2026

DATE: February 23, 2026

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. 04 With Gomez Floor Covering, Inc. Dba GFC Contracting, For Additional Work On The City Hall Basement Remodel Project In An Amount Not To Exceed \$3,979.00, Increasing The Total Project Contract To \$965,925.00.**

BACKGROUND:

The City Council awarded a contract on February 18, 2025, to Gomez Floor Covering, Inc. dba GFC Contracting in the amount of \$855,399.00. The project scope includes upgrading interior lighting, replacing ceiling tiles and grid systems, and reconfiguring the basement layout to provide additional open office space.

Change Orders No. 1 through No. 3, totaling \$106,547.00 were previously approved and included basement floor plan modifications, additional first-floor offices, new mailroom millwork, HVAC modifications, waterline relocation, replacement of a drain line under the employee restrooms, additional electrical and data work, and fire suppression repairs.

This change order (Change Order No. 04) in the amount of \$3,979.00, will cover the following items:

- Additional exit signs, as noted by the Fire Marshall
- Additional door hardware items for the dutch door, not included in design

FINANCIAL IMPLICATIONS:

Gomez Floor Covering, Inc. dba GFC Contracting submitted a proposal to the City of Carrollton to cover the above-mentioned items in an amount not to exceed \$3,979.00. The revised contract amount (Including Previous Change Orders No. 01 - 03) would be \$965,925.00, a 13% increase from the original contract amount of \$855,399.00. Funding is available in the maintenance special projects

account (854104).

IMPACT ON COMMUNITY SUSTAINABILITY:

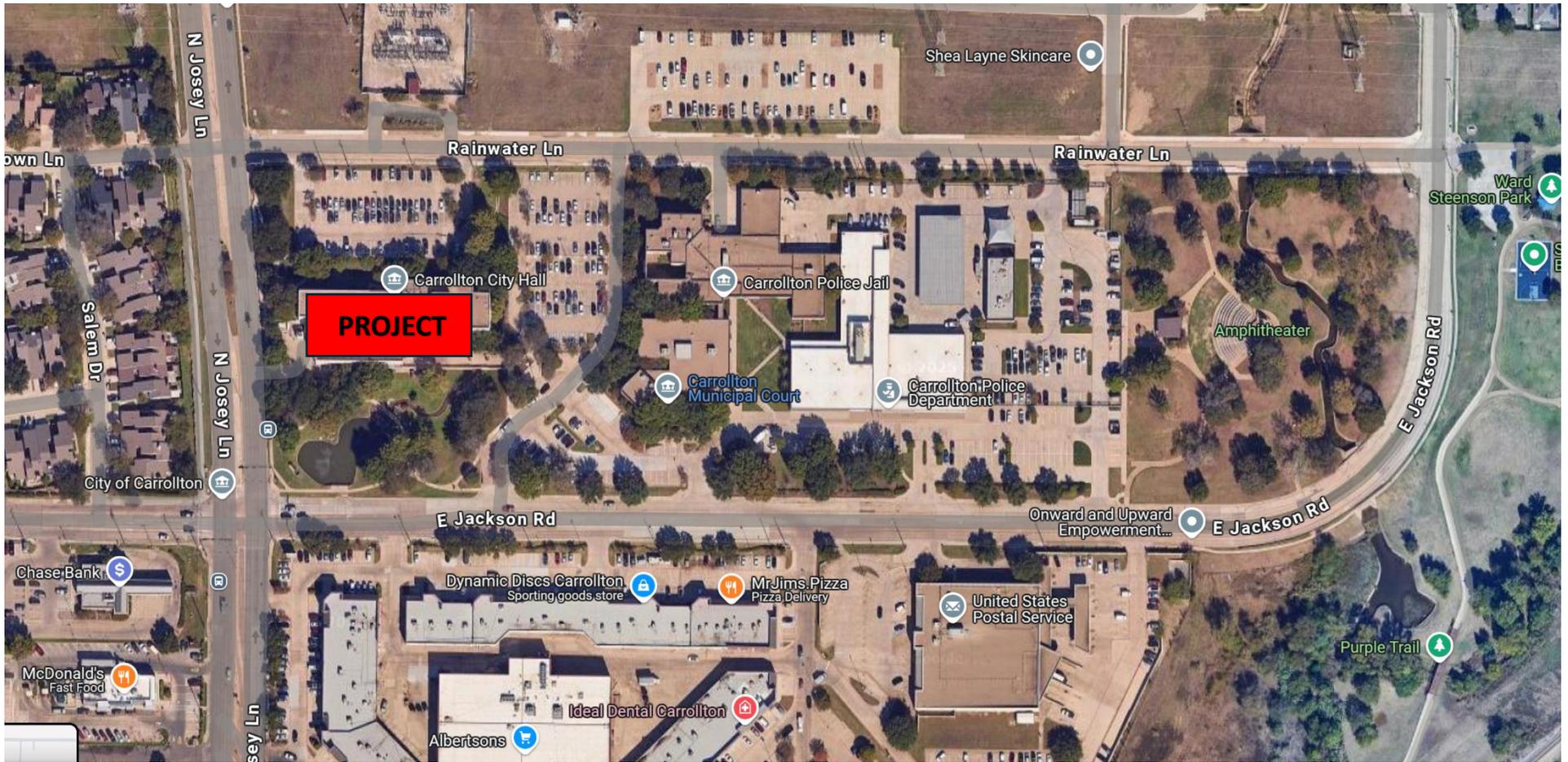
This project will support the City Council’s strategic objectives and vision of building a community that families and businesses want to call home by:

- Enhancing workplace safety by installing required exit signage to ensure clear and compliant emergency egress for City staff. (Healthy)
- Supporting accessible and functional government operations by improving workspace configuration and functionality for daily staff use. (Motivate)
- Encouraging efficient internal operations that support high-quality service delivery to residents. (Optimize)

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council authorize the City Manager to approve Change Order No. 04 with Gomez Floor Covering, Inc. dba GFC Contracting for additional work on the City Hall Basement Remodel Project in an amount not to exceed \$3,979.00, increasing the total project contract to \$965,925.00

LOCATION MAP





Agenda Memo
File Number: 7563

Agenda Date: 3/3/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *15.

CC MEETING: March 3, 2026

DATE: February 23, 2026

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. 04 With Camino Construction, LP. For Additional Work As Part Of Country Villas Street Reconstruction Project, In An Amount Not To Exceed \$18,000.00, Increasing The Total Project Contract To An Amount Not To Exceed \$8,065,045.00.**

BACKGROUND:

The Country Villas Street Reconstruction project includes street, sidewalk, water, and sanitary sewer replacements in the Country Villas Subdivision. City Council awarded the construction contract to Camino Construction, LP on September 10, 2024, in an amount not to exceed \$7,556,540.00, with an additional \$233,460.00 (3%) approved for construction contingency.

During a sanitary sewer investigation conducted by Public Works, existing sanitary sewer line separations were discovered immediately adjacent to the project limits. Given the proximity to active construction, Staff directed the contractor to perform the necessary repairs, which included relocation of a sanitary sewer manhole, repair of pipe separations, and associated pavement restoration. In addition, field conditions revealed that certain connections to existing sanitary sewer and water mains were not fully accounted for in the original plans and were necessary to complete the project.

Revised quantities have been calculated and verified by both the Contractor and the Design Engineer. This Change Order includes all labor, materials, equipment, and appurtenances necessary to complete the work at the original unit prices. No additional calendar days will be added to the contract time as a result of this Change Order.

FINANCIAL IMPLICATIONS:

The construction contingency was expended via Change Orders No. 01 through No. 03, with Change Order No. 03 requiring Council authorization to cover additional paving requirements on Keller

Springs Road not included in the construction plans. Change Order No. 03 was authorized on November 18, 2025.

Camino Construction, LP, has submitted a proposal for Change Order No. 04 to cover the above-mentioned work in an amount not to exceed \$18,000.00. Funding is available in Account Unit 854460 (Streets Consolidated).

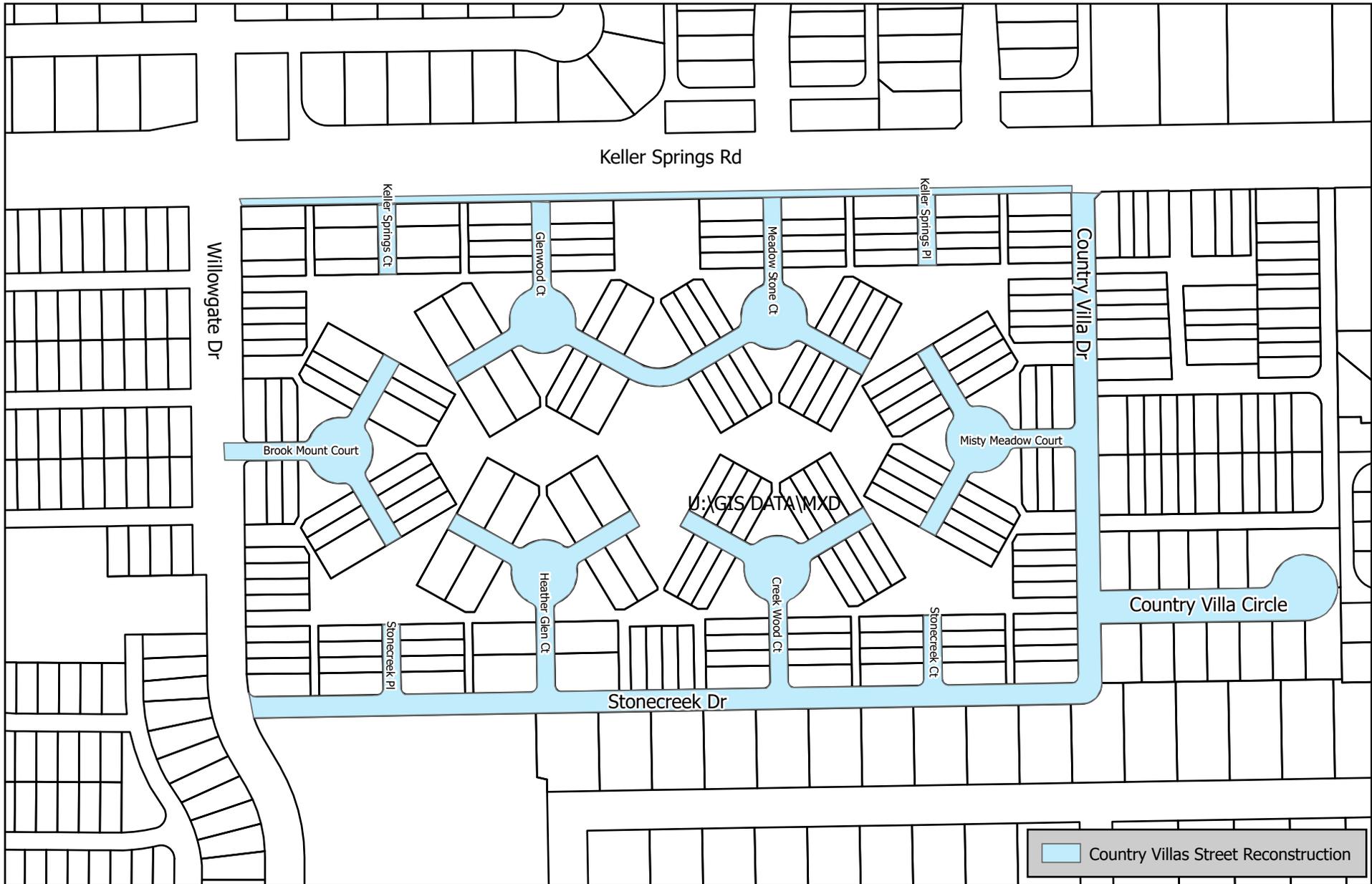
IMPACT ON COMMUNITY SUSTAINABILITY:

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 neighborhood health and safety by addressing sanitary sewer deficiencies and preventing future system failures or surface leaks. (Healthy)
- Protecting public investment by resolving unforeseen field conditions during construction rather than deferring repairs that could result in higher emergency costs later. (Economical)
- Optimizing infrastructure performance by aligning field conditions with design intent to improve long-term durability and service life. (Optimize)
- Revitalizing an established neighborhood through full-depth reconstruction and comprehensive utility improvements. (Revitalized)

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends authorizing the City Manager to execute change order No. 04 with Camino Construction, LP. for additional work as part of Country Villas Street Reconstruction project, in an amount not to exceed \$18,000.00, increasing the total project contract to an amount not to exceed \$8,065,045.00.



Keller Springs Rd

Willowgate Dr

Keller Springs Ct

Glenwood Ct

Meadow Stone Ct

Keller Springs Pl

Country Villa Dr

Brook Mount Court

Misty Meadow Court

U:\GIS\DATA\MXD

Heather Glen Ct

Creek Wood Ct

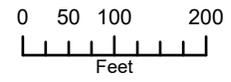
Stonecreek Ct

Stonecreek Pl

Country Villa Circle

Stonecreek Dr

Country Villas Street Reconstruction



Country Villas Street Reconstruction

U:\GIS DATA\MXD\
Country Villas Street Reconstruction
M. Natseway Engineering Technician



Agenda Memo
File Number: 7564

Agenda Date: 3/3/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Contracts/Agreements

Agenda Number: *16.

CC MEETING: March 3, 2026

DATE: February 23, 2026

TO: Erin Rinehart, City Manager

FROM: Chris Chiancone, Chief Information Officer
Chrystal Davis, Assistant City Manager

Consider **Authorizing The City Manager To Enter Into An Agreement With Solid Border, Through Texas DIR Purchasing Cooperative, For Managed Security Services In An Annual Amount Not To Exceed \$160,000.00, For A Three-Year Total Not To Exceed \$480,000.00.**

BACKGROUND:

In 2023, the City purchased a Managed Security Services platform which includes, but is not limited to: 24x7 Managed Detection and Response (MDR), Vulnerability Management with Extended Detection and Response (XDR), Security Incident & Event Managed (SIEM), and Security Orchestration, Automation, and Response (SOAR). This service provides the City with non-stop monitoring of the City’s critical networks and infrastructure and unlimited response hours in the event of a cyber incident provided by a premier name in cybersecurity.

This request is for the renewal of these services for another three (3) year term to continue providing these critical monitoring and security services for the City’s network.

FINANCIAL IMPLICATIONS:

The funds for these items are budgeted in the following Information Technology account:

ACCTG UNIT	ACCOUNT	BUDGET AMOUNT
151001	61350	\$160,000.00

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends Council authorize the contract with Solid Border for Managed Security Services in an annual amount not to exceed \$160,000.00, for a three-year total not to exceed \$480,000.00.



City of Carrollton

1945 E. Jackson Rd
Carrollton TX 75006

Agenda Memo

File Number: 7545

Agenda Date: 3/3/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *17.

CC MEETING: March 3, 2026

DATE: February 9, 2026

TO: Erin Rinehart, City Manager

FROM: Chloe Sawatzky, City Secretary

Consider **Approval Of A Resolution Appointing A Member To The Museum And Historic Advisory Committee.**

BACKGROUND:

Michael Song filed to run for City Council and must step down from the Museum and Historic Advisory Committee. Staff has prepared a Resolution appointing Elizabeth Castaneda, currently serving as alternate, to the Committee.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF CITY OF CARROLLTON, TEXAS, APPOINTING A MEMBER TO SERVE ON THE MUSEUM AND HISTORIC ADVISORY COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1

The following are appointed to serve on the Museum and Historic Advisory Committee at the pleasure of the City Council for the term specified or from the date of their qualification to serve until their successors are appointed and qualified to serve.

Elizabeth Castaneda October 2027

SECTION 2

This resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 3rd day of March, 2026.

CITY OF CARROLLTON, TEXAS

Steve Babick, Mayor

ATTEST:

APPROVED AS TO FORM:

Chloe Sawatzky, City Secretary

Meredith A. Ladd, City Attorney



Agenda Memo
File Number: 7565

Agenda Date: 3/3/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *18.

CC MEETING: March 3, 2026

DATE: February 23, 2026

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 Agreement With Hoefel Welker, LLC, For Design, Plan Preparation And Construction Administration Assistance For The Fire Station 5 And South Service Center Replacement Project In An Amount Not To Exceed \$2,835,000.00.**

BACKGROUND:

The existing Fire Station No. 5 was constructed in 1986 and has served its expected lifespan. The cladding system, with exposed steel elements set behind thin concrete panels, has not withstood the test of time. A 2018 engineering report on the structure determined that there is no practical way to renovate the apparatus bays to accommodate modern fire operations, and that the costs of recladding and remodeling are high enough to outweigh the value of attempting to extend the lifespan of the building. The report ultimately concluded that, given the physical deterioration, functional obsolescence of the facility, and cost to repair, a new facility was recommended to accommodate drive-through apparatus bays and expanded bays to allow for the mobile barrier (blocker) trailer and truck.

As the current site is too small for a suitable replacement facility, Fire and Engineering personnel identified an opportunity to relocate Station 5 to the City-owned property which the South Service Center is located on. The new site provides sufficient area for modern fire operations and maintains or improves emergency response times. Additionally, the property is owned by the City, providing the advantage of allowing for construction of the new station without disruption of existing emergency services. The existing facility will likely be demolished once the new station is constructed and operational.

The new facility will contain three full-length drive-through bays and be capable of accommodating

seven firefighters and an officer. The station will be designed to meet current and reasonably anticipated emergency services needs with a minimum service life of approximately 35 years.

The South Service Center was originally constructed in 1963, underwent an extensive remodel in 1990, and has served its expected lifespan. Multiple roof trusses have deficiencies and, similar to Fire Station 5, the cost to replace outweighs the value of attempting to extend the lifespan of the building. The current South Service Center will be replaced with a building that meets the needs of the City and will feature two shop bays for IT to complete work, a sign workshop for Public Works, and offices and space for Traffic Operations. The facility will be designed to meet current and reasonably anticipated service needs with a minimum service life of approximately 35 years.

The Texas Local Government Code requires a government entity to select a provider of professional services, including architectural and engineering services, on the basis of demonstrated competence and qualifications to perform the services. In the selection of engineering and architectural professional services for the Fire Station 5 and South Service Center project, Staff determined the most qualified team for this project to be Hoefler Welker given the experience and qualifications highlighted during design of Fire Station 6.

FINANCIAL IMPLICATIONS:

Hoefler Welker has submitted a proposal to the City to perform architectural and engineering design services for the facility in an amount of \$2,700,000. This includes all professional consulting fees, topographic survey geotechnical investigations and reimbursables. The proposal was evaluated against other Carrollton facilities in recent years along with several industry benchmarks and was found to be consistent with projects of comparable magnitude and complexity.

Given the age and history of the building on-site, Staff is recommending a design contingency of \$135,000.00 (5%) to address any unforeseen challenges that may arise during design.

Funding is available in the Public Safety Capital Fund (854155).

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:

- Enhancing public safety through the design of a modern fire station capable of supporting current and future emergency response demands. (Healthy)
- Improving emergency response reliability by providing drive-through apparatus bays and appropriately sized facilities that reduce operational constraints and improve deployment efficiency. (Optimize)
- Optimizing municipal facilities by replacing aging, structurally deficient buildings with modern, energy-efficient structures designed for a minimum 35-year service life. (Optimize)
- Exercising economical stewardship by replacing facilities whose rehabilitation costs exceed practical value, thereby reducing long-term maintenance and lifecycle costs. (Economical)
- Promoting hospitality and professionalism by providing safe, functional, and well-designed facilities for first responders and municipal staff. (Motivate)

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends City Council approval of a Resolution authorizing the City Manager to negotiate and execute a professional services agreement with Hoefler Welker, LLC for the design, plan preparation and construction administration assistance for the Fire Station 5 and South Service Center Replacement project in an amount not to exceed \$2,835,000.00 (\$2,700,000.00 proposal and \$135,000.00 (5%) design contingency).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HOFER WELKER, LLC FOR THE DESIGN, PLAN PREPARATION, AND CONSTRUCTION ADMINISTRATION ASSISTANCE FOR THE FIRE STATION 5 AND SOUTH SERVICE CENTER REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$2,835,000.00 AND PROVIDING AN EFFECTIVE DATE.

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 agreement with Hofer Welker, LLC for architectural and engineering services for the Fire Station 5 and South Service Center Replacement project in an amount not to exceed \$2,835,000.00.

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 3rd day of March 2026.

CITY OF CARROLLTON, TEXAS

By: _____
Steve Babick, Mayor

ATTEST:

Chloe Sawatzky, City Secretary

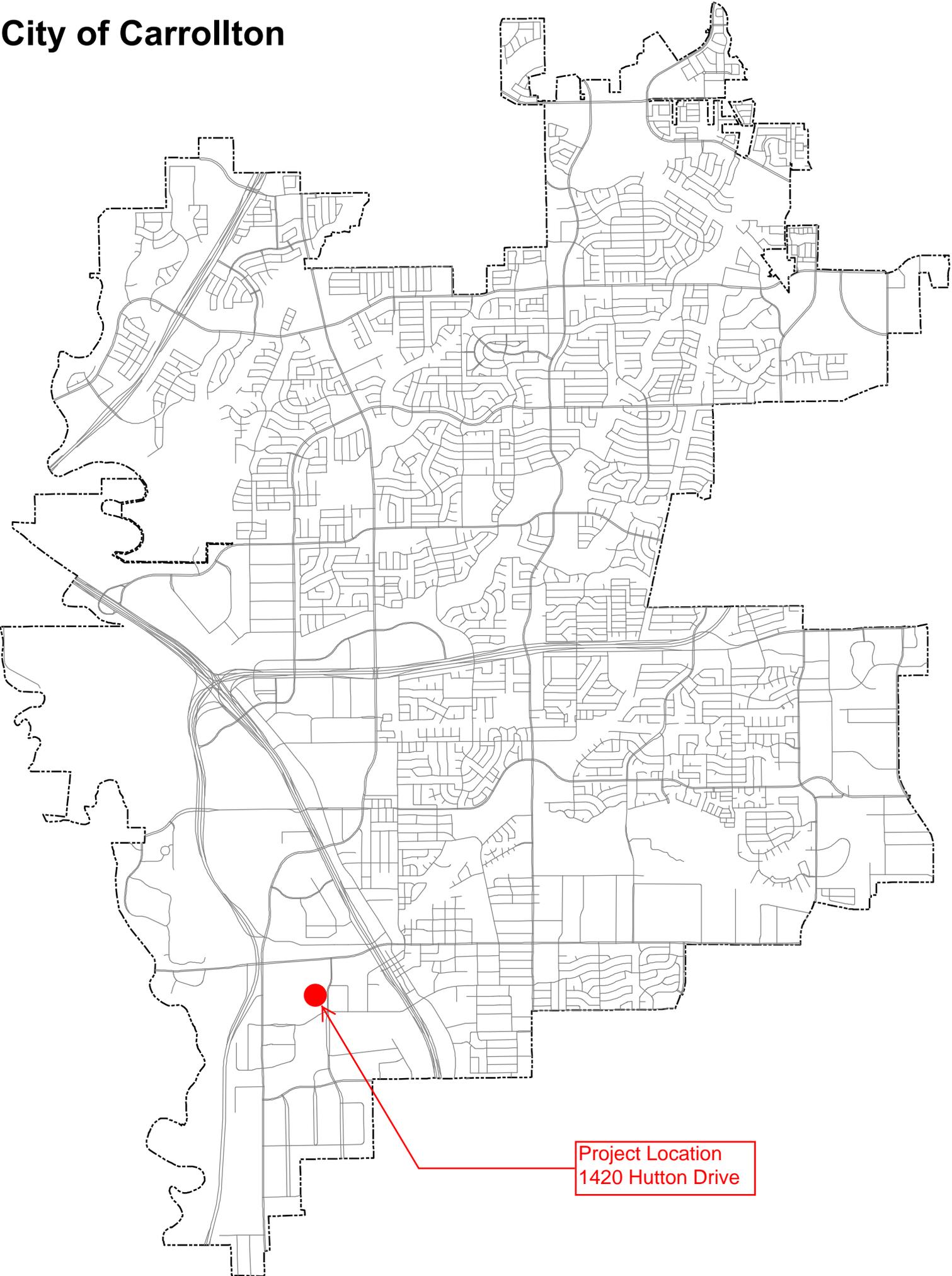
Approved as to form:

Approved as to content:

Meredith A. Ladd, City Attorney

Jonathan Wheat, P.E.,
Director of Engineering

City of Carrollton



Project Location
1420 Hutton Drive



Agenda Memo
File Number: 7566

Agenda Date: 3/3/2026

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: *19.

CC MEETING: March 3, 2026

DATE: February 23, 2026

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 Agreement With Kimley-Horn Associates, Inc. For Engineering Services Related To Intersection Improvements At Josey Lane And Parker Road In An Amount Not To Exceed \$390,700.00.**

BACKGROUND:

The intersection of Josey Lane and Parker Road is one of the most heavily used and congested intersections in the City. Recent and planned developments in the surrounding area will continue to increase traffic volumes at the intersection. Required right-of-way for the proposed improvements has been, or is currently being, dedicated, allowing improvements to proceed without additional acquisition delays. Planned improvements at the intersection include ADA compliance modifications, signal upgrades, creating dual left turn bays in the northbound and southbound directions, additional right turn bays and improvements to the grade on the north leg of the intersection.

The City has scheduled a meeting with NCTCOG, TxDOT, and Denton County to discuss the intersection, its regional impact, and potential cooperation.

FINANCIAL IMPLICATIONS:

City funding will be used for the design of the intersection improvements. Funds for design of the improvements are available from the Streets Consolidated fund.

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 safety and reducing congestion at one of the City’s highest volume intersections

through enhanced turn lanes and geometric improvements. (Hospitality)

- Enhancing accessibility and mobility for residents, commuters, emergency responders, and commercial traffic through improved traffic operations and reduced delay. (Accessible)
- Supporting economic vitality by increasing intersection capacity to accommodate current and future development in the surrounding corridor. (Economical)
- Optimizing infrastructure performance by advancing design improvements that maximize the use of existing right-of-way and reduce the need for costly future reconstruction. (Optimize)

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends authorizing the City Manager to negotiate and execute a professional services agreement with Kimley-Horn Associates, Inc. for engineering services related to intersection improvements at Josey Lane and Parker Road for an amount not to exceed \$390,700.00.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATED TO INTERSECTION IMPROVEMENTS AT JOSEY LANE AND PARKER ROAD IN AN AMOUNT NOT TO EXCEED \$390,700.00 AND PROVIDING AN EFFECTIVE DATE.

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 services contracts with Kimley-Horn Associates, Inc. for engineering services in an amount not to exceed \$390,700.00.

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 3rd day of March 2026.

CITY OF CARROLLTON, TEXAS

By: _____
Steve Babick, Mayor

ATTEST:

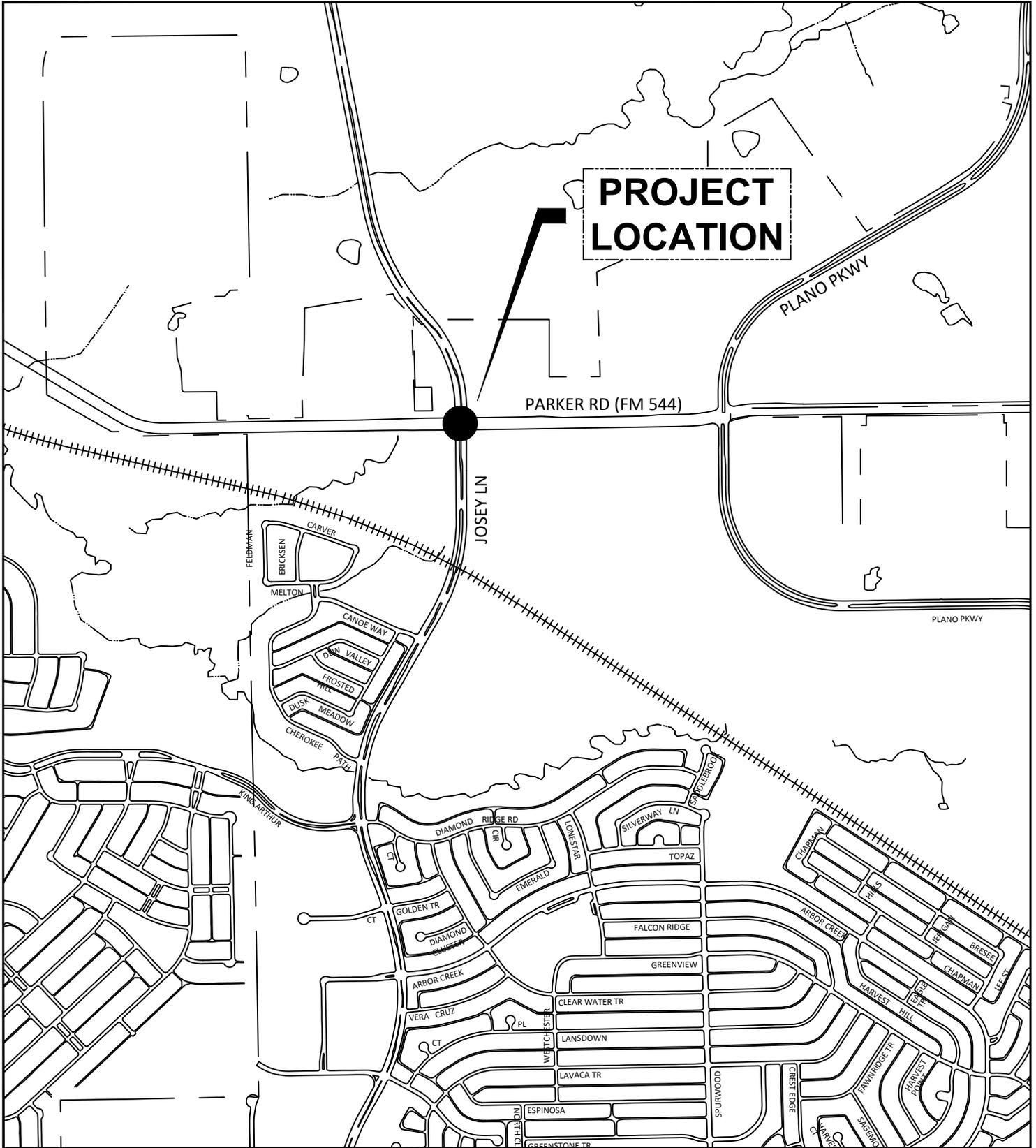
Chloe Sawatzky, City Secretary

Approved as to form:

Approved as to content:

Meredith A. Ladd, City Attorney

Jonathan Wheat, P.E.,
Director of Engineering



**PROJECT
LOCATION**

PARKER RD (FM 544)

JOSEY LN

PLANO PKWY

PLANO PKWY

**JOSEY LANE AT PARKER (FM 544)
INTERSECTION IMPROVEMENTS**



SCALE: N.T.S.
DATE: 02/26

ENGINEERING DEPARTMENT

2/23/26 J:\WORKSPACE\COUNCIL DRAWINGS\JOSEY LANE AT PARKER (FM 544).DWG



Agenda Memo File Number: 7557

Agenda Date: 3/3/2026

Version: 1

Status: Public Hearing/Individual Consideration

In Control: City Council

File Type: Public Hearing

Agenda Number: 20.

CC MEETING: March 3, 2026

DATE: February 20, 2026

TO: Erin Rinehart, City Manager

FROM: Loren Shapiro, AICP, Planning Manager
Shannon Hicks, Assistant City Manager

Hold A **Public Hearing To Consider An Ordinance Amending The Zoning To Establish A Special Use Permit To Allow Other Motor Vehicle Sales On An Approximately 8.79 Acre Lot Zoned (LI) Light Industrial District And Located At 1519 West Belt Line Road; Amending The Official Zoning Map Accordingly.** Case No. PLSUP 2025-163 Romco Auto Sales.

BACKGROUND:

This is a request for approval of a Special Use Permit (SUP) to allow “Other Motor Vehicle Sales” in conjunction with an existing heavy equipment sales and rental business.

No public comments have been received at the time of this writing.

FINANCIAL IMPLICATIONS:

There are no financial implications on current or future operating budgets regarding this request.

STAFF RECOMMENDATION/ACTION DESIRED:

On February 5, 2026, the Planning and Zoning Commission unanimously recommended **APPROVAL** with stipulations.

Staff is recommending **APPROVAL** with stipulations and adoption of the proposed ordinance.

RESULTS SHEET

Date: 03/03/26

Case No./Name: PLSUP 2025-163 Romco Auto Sales

A. STAFF STIPULATIONS AND RECOMMENDATIONS

Staff recommends **APPROVAL** with the following stipulations:

1. Permitted use: Other Motor Vehicle Sales
 - a) Concrete Mixing Units Only (in general conformance with the attached exhibits)
2. The number of concrete mixing units on site shall not exceed 5
3. Concrete Mixing Units being stored on the property shall be screened from view from Belt Line Road and shall be located behind the buildings in general conformance with the attached conceptual site plan
4. Concrete Mixing Units displayed between the buildings and Belt Line Road shall only be located in the areas labeled "Display" as depicted on the attached conceptual site plan
5. The loading or unloading of vehicles shall occur on the property only
6. The concrete mixing units on-site for the purpose of being sold/leased/rented cannot be parked on the street at any time
7. The concrete mixing units shall not be located in any required customer/employee parking or any designated fire lane or maneuvering aisle

B. P&Z ACTION from P&Z meeting: 02/05/26

Result: APPROVED with Stipulations /Vote: 7-0 (Kramer, Herman absent)

C. CC PUBLIC HEARING / ORDINANCE ACTION from CC meeting: 03/03/26

Result: /Vote:



1519 W Belt Line Rd

200 FT Buffer



APPLICANT'S NARRATIVE

Application Explanation and Description of Request or Project

ROMCO Equipment Co, LLC is an authorized dealer of heavy construction equipment and provides sales, rental, parts sales, service and product support at the Property and has done so since 2017.

Equipment sold and rented by ROMCO includes articulated trucks, wheel loaders, excavators, road pavers and many other affiliated construction-related equipment types.

This includes equipment utilized in concrete work - specifically mobile volumetric cement mixing units. Under the TXDMV regulations, ROMCO must obtain a General Dealer Number in order to distribute volumetric cement mixing units, which are considered motor vehicles under TXDMV regulations. ROMCO must provide a copy of an updated Certificate of Occupancy from the City of Carrollton that reflects the addition of the Special Use Permit for Motor Vehicle Sales in order to complete the Application for the General Dealer License.

The hours of operation for ROMCO Equipment Co, LLC are:

Monday: 7:30am - 5:00pm

Tuesday: 7:30am - 5:00pm

Wednesday: 7:30am - 5:00pm

Thursday: 7:30am - 5:00pm

Friday: 7:30am - 5:00pm

Saturday: CLOSED

Sunday: CLOSED

This application and request is for "4412 Other Motor Vehicle Sales"

ROMCO anticipates having up to five units on site at any given point in time.

SPECIAL USE PERMIT

Case Coordinator: Shad Rhoten

GENERAL PROJECT INFORMATION

SITE ZONING: (LI) Light Industrial District with SUP-236

	<u>SURROUNDING ZONING</u>	<u>SURROUNDING LAND USES</u>
NORTH	(LI) Light Industrial District	Warehouse and Manufacturing
SOUTH	(LI) Light Industrial District / (SF - 12/20) Single-Family Residential District	Warehouse / Cemetery
EAST	(LI) Light Industrial District with SUP-393	Gas Station, Gas and Propane Storage Above Ground
WEST	(LI) Light Industrial District with SUP-159	Place of Worship and Child Day Care Services

REQUEST: Approval of a Special Use Permit (SUP) for Other Motor Vehicle Sales

PROPOSED USE: Adding cement mixing units (classified as “road worthy” vehicles under TXDMV) to existing heavy equipment sales and rental business

ACRES/LOTS: Approximately 8.79-acres / 1 lot

LOCATION: 1519 West Belt Line Road

HISTORY: SUP-236 was approved in 2000 by Ordinance 2523 for Cemetery, Mausoleum and Crematorium but the project never materialized.

The property is formally platted as Church on the Rock-North Third Addition, Block A, Lot 1. The plat was approved and recorded with Dallas County in 2011.

Romco Equipment (current business/landowner) developed the property in 2017.

COMPREHENSIVE PLAN: Industrial

TRANSPORTATION PLAN: Belt Line Road is classified as an Arterial Six-Lane Divided (A6D).

OWNER: Carrollton RGM LLC / ROMCO Equipment Co, LLC

REPRESENTED BY: Jerilyn Freeman

STAFF ANALYSIS

REQUEST

This is a request for approval of a SUP to allow “Other Motor Vehicle Sales”. Romco Equipment proposes to add volumetric concrete mixing units to their inventory. These machines are defined as heavy load trucks and classified under the use of other motor vehicle sales per Article V. of the CZO. The SUP also satisfies the Texas Department of Motor Vehicle requirements that Romco Equipment must address with the state to receive a general dealer number for sale/lease of the machines.

Ordinance Requirements

The property is zoned as (LI) Light Industrial District. A Special Use Permit is required for “Other Motor Vehicle Sales” located in the (LI) Light Industrial District in conformance with Article V. of the CZO.

ELEMENTS TO CONSIDER

1. The volumetric concrete mixing units are defined by Article XXXIV. of Carrollton’s Comprehensive Zoning Ordinance (CZO) as a Truck, Heavy Load.
2. Article V. of Carrollton’s Comprehensive Zoning Ordinance (CZO) requires a SUP in the (LI) Light Industrial District for “Other Motor Vehicle Sales” for the display and sales of new and used automobiles and light and heavy load trucks, travel trailers, and watercraft.
3. Romco Equipment has been operating at this location since 2017 and provides various commercial and industrial equipment for sale, rental and lease.
4. All storage and display of the concrete mixing units shall be in conformance with the conceptual site plan.
5. The applicant has stated that no more than five (5) concrete mixing units would be stored on the property at any given point in time.
6. No public comments have been received at the time of this writing.

PURPOSE OF THE SPECIAL USE PERMIT

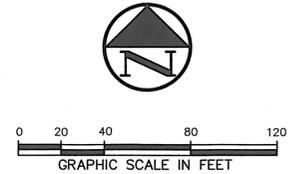
The purpose of the Special Use Permit is to authorize and regulate uses which may be beneficial in a specific instance to the general welfare of the community yet ensure that such uses are not detrimental to surrounding property and are consistent with the stated purpose of the zoning district in which such uses are located regarding conditions of operation, location, arrangement and construction.

CONCLUSION

Staff believes the development proposal will not be detrimental to the surrounding properties and is consistent with the purpose of the zoning district in which such uses are found, subject to stipulations.

CONCEPTUAL SITE PLAN

GENERAL SITE DATA:			
LOT SIZE:	383,188 SF / 8.797 AC		
PARKING:	SF	REQUIRED	PROPOSED
OFFICE: REQ. 1:400 SF	8,707	22	25
WAREHOUSE: REQ. 1:2,500 SF	8,000	4	4
SHOP: REQ. 1:500 SF	13,775	28	28
TOTAL PARKING:		54	57



LEGEND

B	BOLLARD
EM	ELECTRIC METER
PP	POWER POLE
LS	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
FH	FIRE HYDRANT
CO	CLEANOUT
MH	MANHOLE
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
TELE	TELEPHONE BOX
FL	FLOOD LIGHT
FP	FLAG POLE
SIGN	TRAFFIC SIGN
IRS	1/2-INCH IRON ROD
(C.M.)	W/"PACHECO KOCH" CAP SET
---	CONTROLLING MONUMENT
- - -	PROPERTY LINE
X	FENCE
⊙	PARKING COUNT
- X -	PROPOSED FENCE

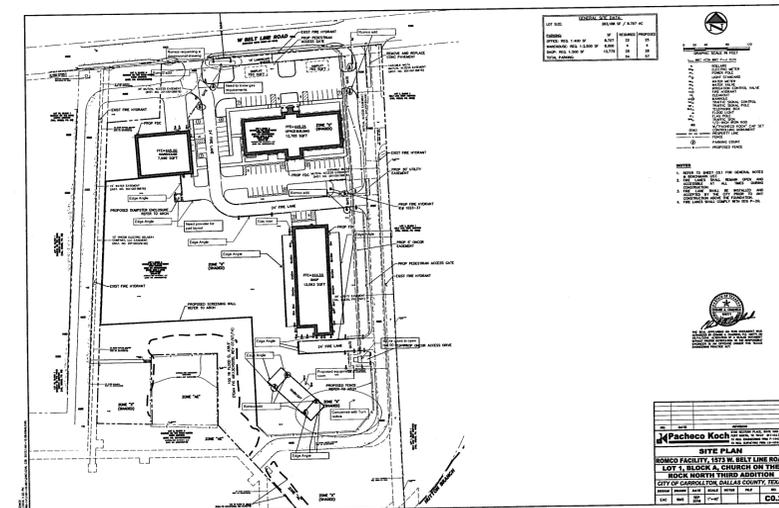
NOTES

REFER TO SHEET C0.1 FOR GENERAL NOTES & BENCHMARK LIST.

FIRE LANES SHALL REMAIN OPEN AND ACCESSIBLE AT ALL TIMES DURING CONSTRUCTION.

FIRE LANE SHALL BE INSTALLED AND ACCEPTED BY THE CITY PRIOR TO ANY CONSTRUCTION ABOVE THE FOUNDATION.

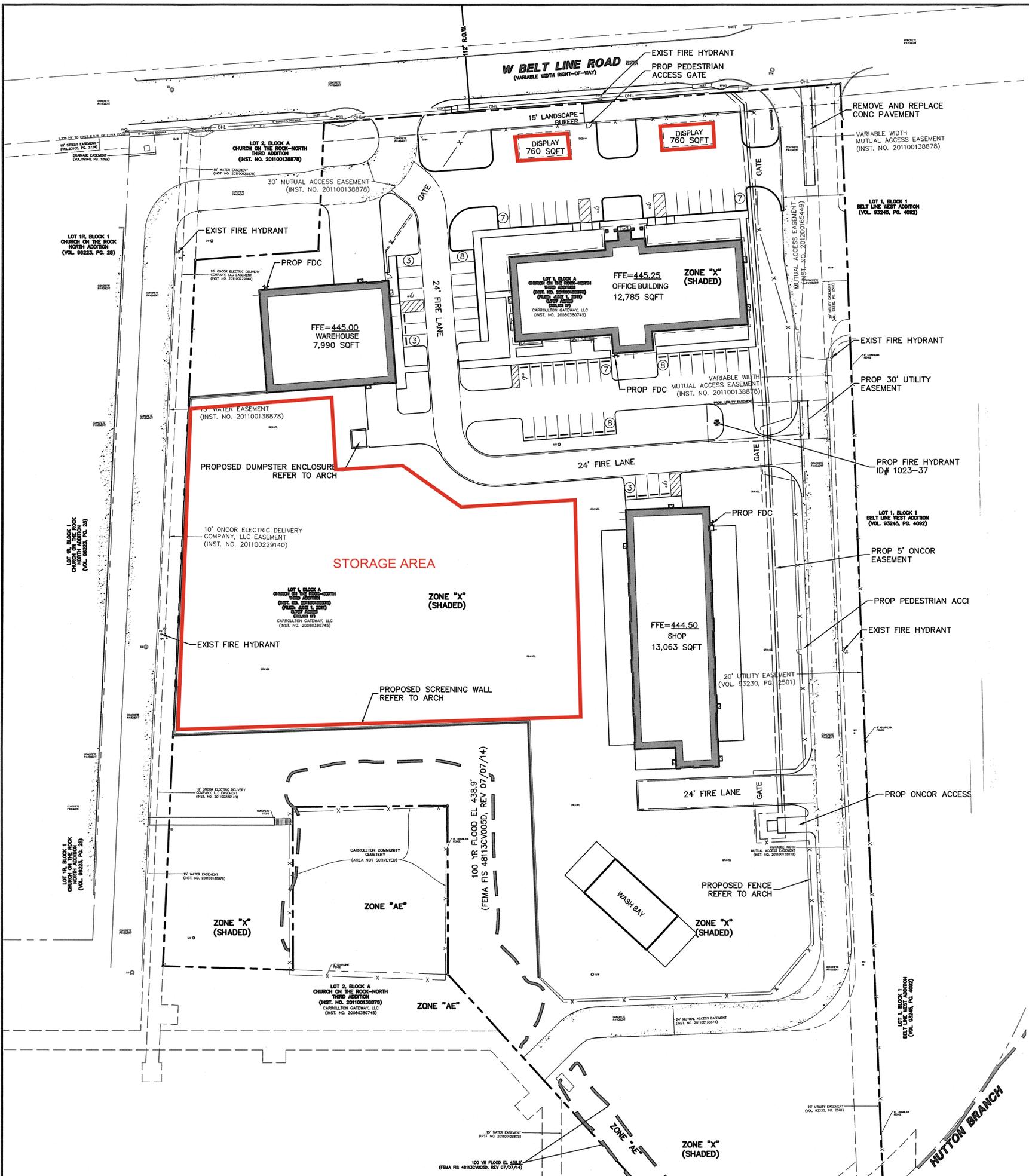
FIRE LANES SHALL COMPLY WITH GDS P-20.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY EDWARD A. CHADWICK, P.E. 109771 ON 09/14/2016. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

City File No. PLSUP 2025-162
Date of Preparation 12.18.2025
Revised 01.15.2026

NO.	DATE	REVISION				
6100 WESTERN PLACE, SUITE 1001 FORT WORTH, TX 76107 817.412.7155 TX REG. ENGINEERING FIRM F-14439 TX REG. SURVEYING FIRM LS-10193824						
SITE PLAN						
ROMCO FACILITY, 1573 W. BELT LINE ROAD						
LOT 1, BLOCK A, CHURCH ON THE ROCK NORTH THIRD ADDITION						
CITY OF CARROLLTON, DALLAS COUNTY, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
EAC	WMS	SEP 2016	1"=40'			C0.2



APPLICANT'S EXHIBIT - VOLUMETRIC CONCRETE MIXING UNITS



**Excerpt from Draft Minutes
Planning & Zoning Commission
Meeting of February 5, 2026**



Briefing Session and Meeting

A meeting of the City of Carrollton Planning & Zoning Commission was held on Thursday, February 5, 2026 at 6:30 p.m. in the Council Chambers at City Hall.

Commission Members Present:

Scott Windrow, Chair
Kathleen Foster
Jim Doyle, 1st Vice Chair
Al Overholt
Rusty Pendleton, Vice Chair
Terry Sullivan
Lou Sartor

Commission Members Absent:

Dave Hermon
Greg Kramer

Alternate:

Neil Anson

Staff Members Present:

Loren Shapiro, Planning Manager
Michael McCauley, Senior Planner
Shad Roten, Planner
Ed Green, Interim Director of Dev. Svcs.
Lydia Tormos, Planning Technician

Sandra Saucedo, Utility Cust. Svc. Supervisor
Matthew Graham, Fire Marshal
Parisa Sadeghi, Plans Examiner
Joe Haefner, Asst. City Attorney
John Romberger, Transportation Engineer

*(Note: * = designation of a motion)*

PUBLIC HEARING

4. Hold A Public Hearing To Consider An Ordinance Amending The Zoning To **Establish A Special Use Permit To Allow “Other Motor Vehicle Sales”** Located At 1519 West Belt Line Road, And Zoned For The (LI) Light Industrial District; Amending The Official Zoning Map Accordingly. **Case No. PLSUP 2025-163 Romco Auto Sales.** Case Coordinator: Shad Rhoten.

Shad Rhoten, Planner, presented this item. He reviewed a site location and zoning map, adding that the business is located on the south side of Belt Line Road and west of Interstate 35. The existing zoning on the majority of the property is Light Industrial.

Mr. Rhoten advised this is for an existing business that sells construction-type equipment. They wish to add concrete mixing units to the inventory which requires a special use permit (SUP). A photo of a concrete mixing unit was provided. Mr. Rhoten advised that approval of this SUP satisfies the Department of Motor Vehicles’ requirements and Carrollton’s zoning requirements.

Mr. Rhoten stated that there would be no more than five of the concrete mixing unit vehicles on-site and provided a conceptual site plan reflecting the storage area for the vehicles. No public comments were received. He advised that staff is recommending approval with the stipulation of displaying the vehicles only in the storage area.

Chair Windrow asked if the applicant is present and would like to speak.

Applicant, Jerilyn Freeman, 1519 W. Belt Line Road, stated she is representing the owner of Romco Auto Sales. She advised that limited traffic is on-site, with sales of vehicles occurring at customer locations.

Chair Windrow opened the public hearing. There were no speakers.

- * ***Commissioner Foster moved to close the public hearing and approve Case No. PLSUP 2025-163 Romco Auto Sales with stipulations; second by Commissioner Pendleton. The motion was approved with a vote of 7-0 (Hermon & Kramer absent).***

ORDINANCE NUMBER _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY ESTABLISHING SPECIAL USE PERMIT NUMBER 508 PROVIDING FOR OTHER MOTOR VEHICLE SALES ON AN APPROXIMATELY 8.79-ACRE LOT ZONED (LI) LIGHT INDUSTRIAL DISTRICT AND LOCATED AT 1519 WEST BELT LINE ROAD; AMENDING THE OFFICIAL ZONING MAP; PROVIDING PENALTY, SEVERABILITY, REPEALER, AND SAVINGS CLAUSES; AND PROVIDING AN EFFECTIVE DATE ON AND AFTER ITS ADOPTION AND PUBLICATION.

WHEREAS, at a public hearing held on the Fifth day of February 2026, the Planning & Zoning Commission considered and made recommendation on a certain request for establishing a Special Use Permit (Case No. PLSUP 2025-163); and

WHEREAS, this change of zoning is in accordance with the adopted Comprehensive Plan of the City of Carrollton, as amended; and

WHEREAS, the City Council conducted a public hearing on the Third day of March 2026, at which all persons were given an opportunity to present testimony; and

WHEREAS, the City Council has determined the following amendment to the zoning laws to allow the requested use is not detrimental to the surrounding property, and is consistent with the purpose of the zoning district in which the above-described property is located; and

WHEREAS, the City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals, and general welfare of the residents of the city.

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

Section 1.

All of 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.

Special Use Permit Number 508 is hereby established for a certain approximately 8.79-acre lot, located at 1519 West Belt Line Road, and being more generally depicted on Exhibit A, providing for the following:

I. Permitted Use

Other Motor Vehicle Sales (Volumetric Concrete Mixing Units Only), in general conformance with Exhibit C

II. Special Development Standards

Development shall be in accordance with the following special conditions, restrictions, and regulations:

1. The number of concrete mixing units on site shall not exceed 5.
2. Concrete Mixing Units being stored on the property shall be screened from view from Belt Line Road and shall be located behind the buildings in general conformance with Exhibit B.
3. Concrete Mixing Units displayed between the buildings and Belt Line Road shall be located only in the areas labeled "Display" in general conformance with Exhibit B.
4. The loading or unloading of vehicles shall occur on the property only.
5. The concrete mixing units on-site for the purpose of being sold/leased/rented cannot be parked on the street at any time.
6. The concrete mixing units shall not be located in any required customer/employee parking or any designated fire lane or maneuvering aisle.

Section 3.

The Comprehensive Zoning Ordinance and the Official Map are hereby amended to reflect the action taken herein.

Section 4.

Any person violating a provision of this Ordinance, upon conviction, is guilty of an offense punishable as provided in Section 10.99 of the Carrollton City Code.

Section 5.

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

Section 6.

This Ordinance shall be cumulative of all provisions of ordinances of the City of Carrollton, Texas, 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.

Section 7.

Ordinance Number 1470, otherwise known as the Comprehensive Zoning Ordinance and the Official Zoning Map, as amended, shall remain in full force and effect.

Section 8.

This Ordinance shall become and be effective on and after its adoption and publication.

PASSED AND APPROVED this the Third day of March 2026.

CITY OF CARROLLTON

By: _____
Steve Babick, Mayor

ATTEST:

Chloe Sawatzky
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Meredith Ladd
City Attorney

Shad Rhoten, AICP
Planner

**EXHIBIT A
GENERAL DEPICTION**



EXHIBIT B CONCEPTUAL SITE PLAN

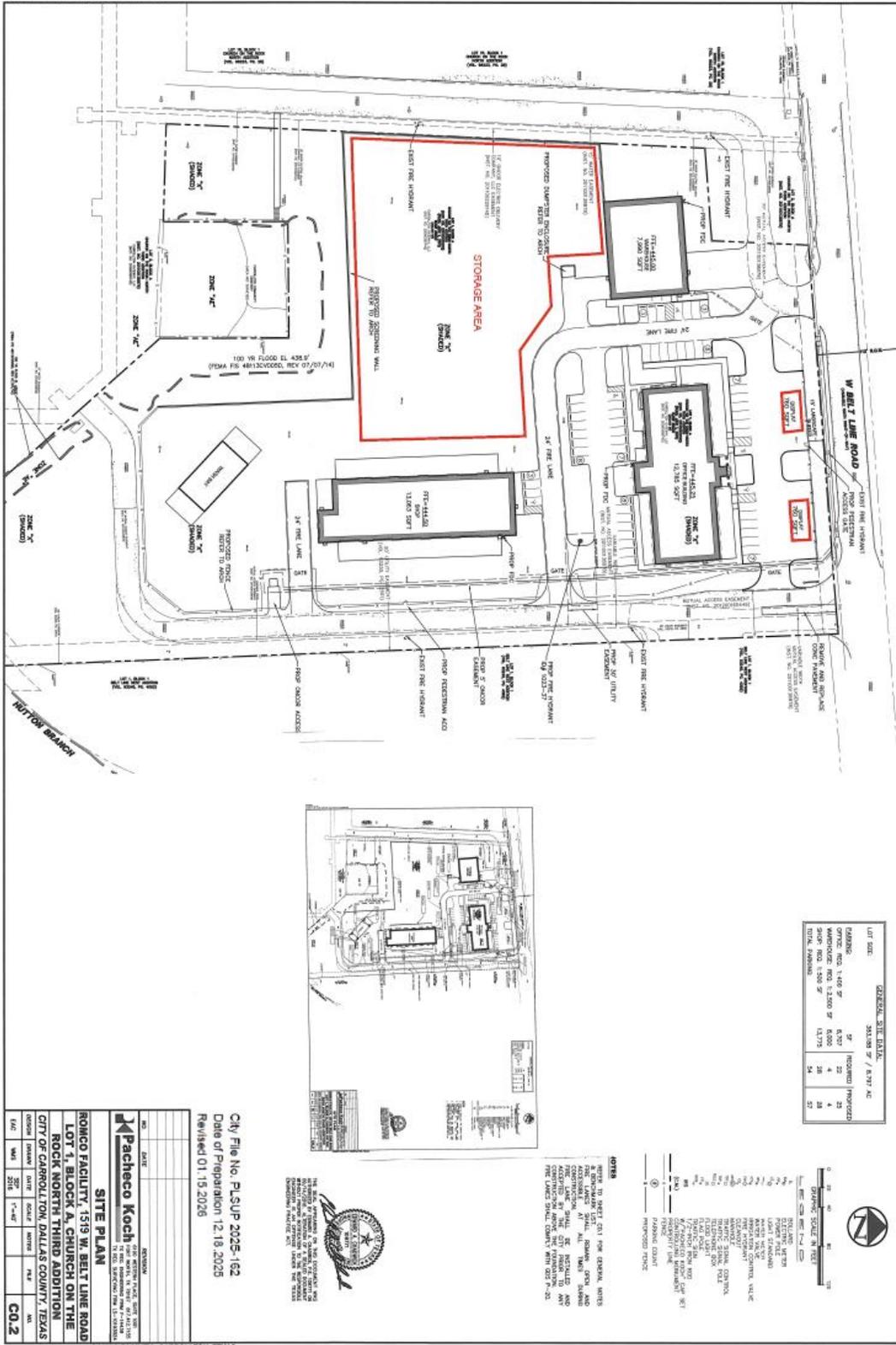


EXHIBIT C
VOLUMETRIC CONCRETE MIXING UNITS





Agenda Memo

Agenda Date:

Version: 1

Status: Public Forum

In Control: City Council

File Type: Public Forum

Agenda Number: 21.

Public Forum is the opportunity for citizens/visitors to speak on items not listed on the posted meeting agenda. Citizens/visitors wishing to address the Council regarding items on the posted meeting agenda will have the opportunity to speak during the Citizen Comment.

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 city of residence prior to beginning your remarks; Speakers will be allowed up to 3 minutes for testimony; Speakers making loud, abusive, personal, defamatory, impertinent, profane, threatening, or impertinent remarks may be removed from the room; Unauthorized remarks from the audience, stamping of feet, whistles, yells, booing, 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. Any person who does not comply with these provisions is subject to removal or forfeiting their right to attend a future meeting. In accordance with the Texas 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.