



**CITY OF DALWORTHINGTON GARDENS**

**NOTICE OF A MEETING  
CITY COUNCIL**

**August 21, 2025**

**WORK SESSION/EXECUTIVE SESSION AT 6:00 P.M.**

**REGULAR SESSION AT 7:00 P.M.**

**CITY HALL COUNCIL CHAMBERS, 2600 ROOSEVELT DRIVE, DALWORTHINGTON GARDENS, TEXAS**

**EXECUTIVE SESSION/WORK SESSION – 6:00 P.M.**

**1. CALL TO ORDER**

**2. WORK SESSION**

- a. Receive presentation from Esther Scott with HopeZone-MindFit Community. **(Tab A)**
- b. Receive presentation from Lisa Currington regarding Ambassador Row conditions. **(Tab B)**

**3. EXECUTIVE SESSION**

*Any action may be deferred until the 7:00 p.m. Regular Session*

- a. Recess into Executive Session
  - i. Pursuant to Texas Government Code, Section 551.071, Attorney Consultation and 551.074, Personnel Matters, regarding the City Administrator, City Secretary, Finance Director, Public Works Director.
- b. Reconvene into Regular Session for discussion and possible action on:
  - i. Personnel Matters, regarding the City Administrator, City Secretary, Finance Director, Public Works Director.

**REGULAR SESSION – 7:00 P.M.**

**1. CALL TO ORDER**

**2. INVOCATION, AND PLEDGES OF ALLEGIANCE**

**3. ITEMS OF COMMUNITY INTEREST**

- a. Park Workday – Saturday, September 9, 2025 from 9:00 – 12:00 pm.
- b. Concert in the Park - Saturday, September 27, 2025 from 7:00-9:00 p.m.
- c. National Night Out – Tuesday, October 7, 2025 from 5:30 – 8:30 p.m.
- d. Trunk or Treat – Saturday, October 18, 2025 from 5:30 – 7:30 p.m.
- e. Movie Night – Saturday, November 8, 2025 Starting at 6:00 p.m.
- f. Pictures with Santa – Sunday, December 7, 2025 from 3:00 – 5:00 p.m.

**4. CITIZEN COMMENTS**

Citizens who wish to speak to the City Council will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, the City staff and City Council members are prevented from discussing the subject and may respond only with statements of factual information or existing policy.

## 5. MAYOR AND COUNCIL COMMENTS

Pursuant to Texas Government Code § 551.0415, City Council Members and City staff may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report. Items of community interest include:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

## 6. DEPARTMENTAL REPORTS

*Informational reports only; no action to be taken.*

- a. DPS / City Administrator Report **(Tab C)**
- b. Finance Report **(Tab D)**

## 7. CONSENT AGENDA

*All consent items are considered to be routine and will be enacted by one motion and vote.*

- a. Approval to designate concert in the Gardens Park taking place September 27, 2025 from 7-9 p.m. as bring your own beverage event which allows possession and consumption of beer and wine at said events, in accordance with Section 1.09.079, City of Dalworthington Gardens Code of Ordinances. **(Tab E)**
- b. Approval of Resolution No. 2025-12 appointing a member to the Park and Recreation Facilities Development Corporation. **(Tab F)**
- c. Ratification of invoice over \$5000.00 for water line repair at 2705 W Arkansas Lane in the amount of \$14,115.00 **(Tab G)**
- d. Approval of Resolution No. 2025-15 approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2025 rate review mechanism, filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses. **(Tab H)**
- e. Approval of June 19, 2025 Minutes **(Tab I)**
- f. Approval of July 17, 2025 Minutes **(Tab J)**
- g. Approval of July 31, 2025 Minutes **(Tab K)**
- h. Approval of August 7, 2025 Minutes **(Tab L)**

## 8. REGULAR AGENDA

- a. Discussion and possible action of a Special Exception Application for motor vehicle sales – indoor: Showroom wholly within a building; no vehicle display visible from outside the building; detailing for sale but no mechanical work allowed; no outside storage, in accordance with the City of Dalworthington Garden's Zoning Ordinance subsection (a)(15) of Section 14.02.224, Business located at 2227 Michigan Ave Suite B, Dalworthington Gardens, Texas **(Tab M)**
  - i. Conduct Public Hearing

## ii. Discussion and Possible Action

- b. Discussion and possible action to approve the purchase of various items for the FY 2024-2025 Budget. **(Tab N)**
- c. FY 2025-2026 Proposed City Budget: Any necessary discussion or action on changes to the proposed budget only. Official public hearing and budget adoption will take place at the September 18, 2025 Council Meeting. **(Tab O)**
- d. Discussion and possible action on setting the maximum proposed ad valorem tax rate; setting date for a public hearing on the proposed tax rate; and setting the date at which city Council will adopt the FY 2025-2026 ad valorem tax rate. **(Tab P)**
- e. Discussion and possible action regarding Ordinance No. 2025-07 Telecommunication Towers. **(Tab Q)**
- f. on a credit card processor for city payments. **(Tab R)**
- g. Discussion and possible action to approve Ordinance No. 2025-08, an ordinance amending section 12.03.072 “No Left Turn Signs” of Division 3 “Locations” of article 12.03 “Traffic-Control Devices” of Chapter 12 “Traffic and Vehicles” of the code of ordinances, City of Dalworthington Gardens, Texas to add a location where left turns are prohibited. 2800 block of West Arkansas Lane and 3600 Roosevelt Drive **(Tab S)**
- h. Discussion and possible action regarding amendments to the FY 2024-2025 budget in amounts not to exceed \$10,000.00.

## 9. TABLED ITEMS

## 10. FUTURE AGENDA ITEMS

In compliance with the Texas Open Meetings Act, Council Members may request that matters of public concern be placed on a future agenda. Council Members may not discuss non-agenda items among themselves. In compliance with the Texas Open Meetings Act, city staff members may respond to questions from Council members only with statements of factual information or existing city policy.

## 11. ADJOURN

The City Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development Negotiations).

Pursuant to Texas Government Code, Section 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

### CERTIFICATION

This is to certify that a copy of the **August 21, 2025** City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City’s website, [www.cityofdwg.net](http://www.cityofdwg.net), in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING: \_\_\_\_\_ TIME OF POSTING: \_\_\_\_\_ TAKEN DOWN: \_\_\_\_\_

\_\_\_\_\_  
Sandra Ma, City Secretary

Mayor Bianco,

Thank you once again for taking the time to meet with me at your office to discuss our HopeZone-MindFit initiative for Dalworthington Gardens, and for participating in the Hope in Action Panel discussion in May. Your background, insights and support are invaluable as we work towards improving opportunities and resources for our community. You are appreciated and loved!

I am also thrilled about Dalworthington Gardens becoming one of the pioneers to lead the way in creating a new standard in the DFW area through making Dalworthington Gardens the first to showcase HopeZone-MindFit Communities in DFW! Here's a quick snapshot of the concept:

### **What Is a HopeZone-MindFit Community?**

Just like Blue Zones have transformed communities by focusing on physical health and longevity, HopeZone-MindFit Communities aim to do the same for mental fitness. It's not about waiting for a problem to arise—it's about embedding proactive, daily mindset habits into the very fabric of a community.

### **Core Components of a HopeZone- MindFit Community:**

- **Daily Encouragement and Mental Fitness System:** Every citizen gets access to a six-minute AM and PM mindset workout via app—simple, science-backed routines that build mental strength and resilience. Progress is scored, tracked, and gamified.
- **Key Local Hubs:** Schools, churches and business communities serve as foundational hubs to drive participation and structure programming.
- **Community Access:** Every citizen can access tools and exercises through a local web portal and business partnerships.
- **Ongoing Education:** Monthly neuroscience-based workshops and community learning sessions to strengthen awareness and practice.
- **Clinical Integration:** Access to therapists for community discussions, works-life balance, and optional 1:1 support.

### **Benefits of Becoming a HopeZone-MindFit Community**

- Free access to press releases and social media packages to promote HopeZone-MindFit certification.
- Free quarterly community workshops on teen mental health, happiness, and resilience.
- Free access to the NeuroEdge Business Program for local businesses.
- Free workshops for schools, City employees, community leaders and business and faith organizations.
- Free monthly city-branded mental fitness newsletter and community challenges.

### **Next Steps:**

- I would love to meet with your City Council or committee to discuss this program further, if needed.

- If you are ready to start, I can schedule a Zoom meeting with the AEA Institute director (Eric Orme), Positive Actions International director (Esther Scott) and Dalworthington Gardens (you and your staff) for August or at a time that works for you.

**In the meantime, meet our Team:**

**Positive Actions International-** Arlington-based counseling and consulting agency focused on mental wellness. Responsible for coordinating city-wide initiatives such as "Together for Mental Health" in May, and "Holders of Hope Awards" in December. Promoting emotional well-being locally and internationally.

**The AEA Institute-** Miami-Based. It's mission Prevention. AEA Institute aims to make mental health preventative, common, and consistent. Their Active Brain Management (ABM) methodology enhances mental agility, providing communities with tools and resources for daily mental fitness exercises. Partnering with cities, schools, and businesses to integrate mental fitness into daily life.

I've attached a few links for your review to help you in your decision making process.

- A link to Positive Actions international's list of free informational
- A word document on why creating a HopeZone-MindFit Community
- A few quick video links explaining AEA's Active Brain Management.

<https://positiveactionsinternational.com/mental-health-links/>

<https://www.aea-neuro-fitness-academy.com/why-everyone-needs-a-mental-performance-system-2>

<https://www.aea-neuro-fitness-academy.com/what-is-active-brain-management>

Kind regards,

**Esther Scott, Licensed Professional Counselor**

Director, Positive Actions International

Member, **Mayor's Wellness Coalition**

Chair Latino Business Alliance

4304 SW Green Oaks Blvd, Ste 150

Arlington, TX 76017

[positiveactionsinternational.com](https://positiveactionsinternational.com)

*Hold on to hope; it banishes doubt and enables attitude*

*to be positive and cheerful..*

Dalworthington Gardens

City Council Meeting

August 21, 2025 6:00 PM

Outline for agenda item: Clean-Up Ambassador Row

Presenter: Lisa Curington

3406 Ambassador Row

936-675-4402

lisascurington@gmail .comhat

\*What has been done to address the specific addresses listed and what is the status?

\*\*Can The City of Dalworthington Gardens do more to address these issues?

\*\*\*Is there a code to address these issues and who is responsible.

## Individual Residences\*

### A. Overgrown grass, shrubs, etc...

1. 3400 Ambassador Row: front, back, side and alley way
2. 3410 Ambassador Row: back
3. 2234 Seville Court
4. 2231 Seville Court
5. 2222 Chase Court
6. 2228 Madrid Court

### B. Improperly dumped trash and left on curb for months

1. 2222 Chase Court: back and side
2. 2227 Madrid Court
3. 2228 Madrid Court: corner at AR; back and front; limb on fence

## II. Medians and Public Parking Areas\*\*

### A. Grassy areas: mowed, edged, and line trimmed as needed more frequently

### B. Cemented/Concrete areas: knock the weeds down, kill them to prevent from coming back up; weeds out of big rock; and wash paint off of big rock

### C. Trim the crepe myrtles back and take dead ones out

### D. Remove vehicles that have not moved in months, flat tires, and no inspection stickers

- E. Blue Ambassador Row Plaza sign at entrance of Ambassador Row at Spanish Trail; paint and restore or remove

### III. Alleyways, Streets, and Drainage\*\*\*

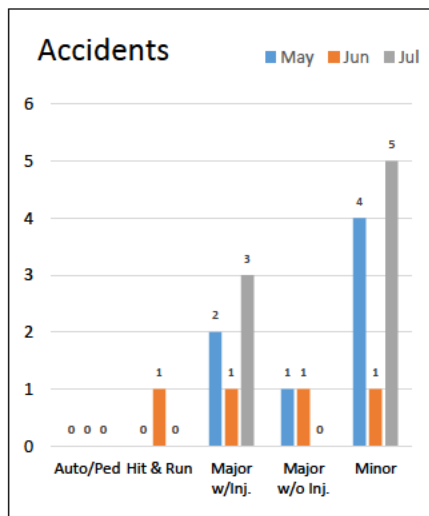
- A. Limbs hanging over alleyways, low enough to scratch top of car or so overgrown can't make a turn without scratching car:  
Whose responsibility to keep alley clear?
- B. Broken up concrete and potholes in alley ways: Whose responsibility to repair and fill?
- C. Drainage in alley way behind houses in the 3400 block of Ambassador Row: very poor; doesn't take much rain for it to be standing for days; alley ways behind houses on Brigadoon Court, Ambassador Row, and Seville Court where the alley way where it T's is especially a problem



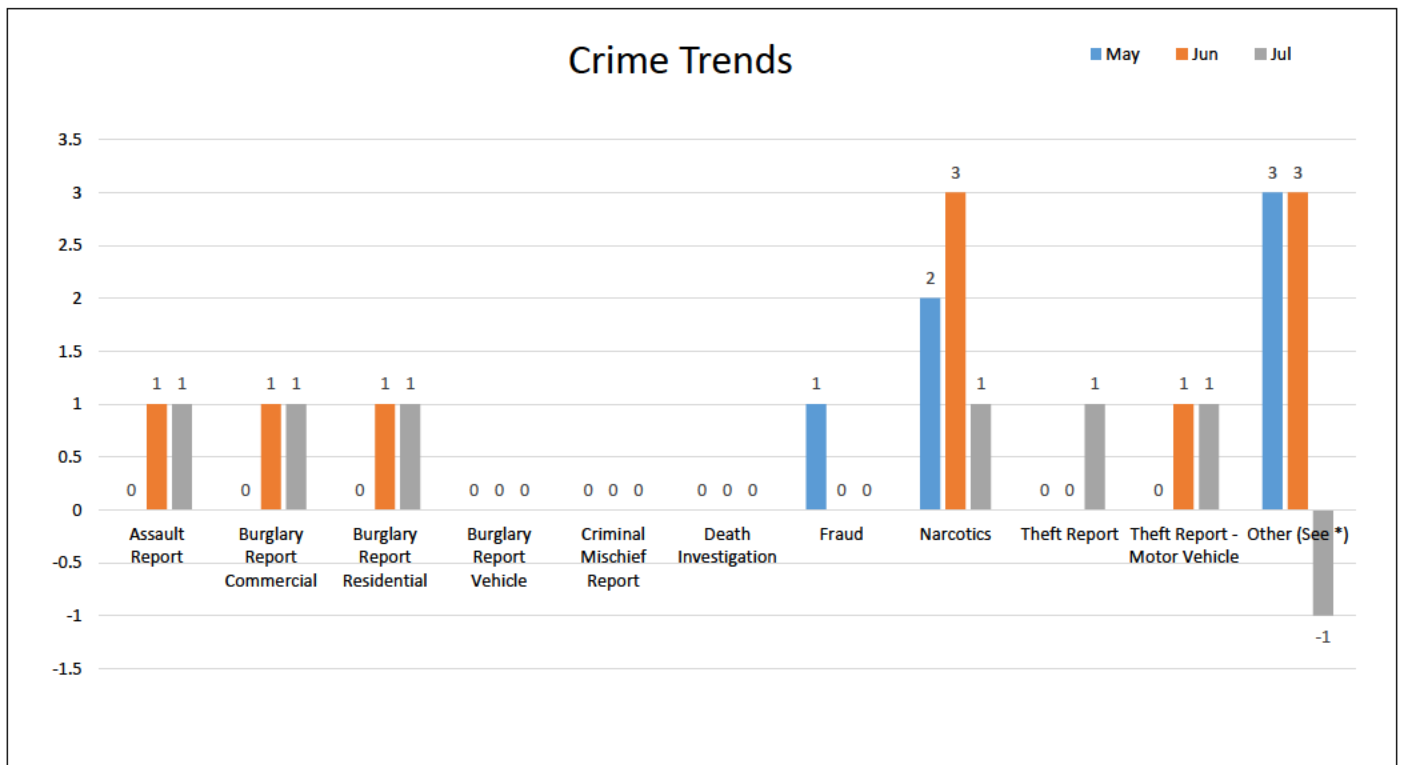
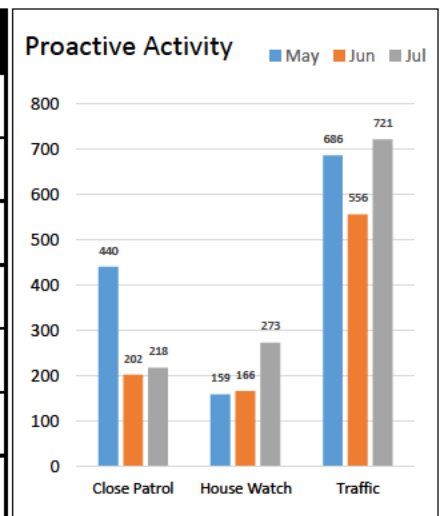
# MONTHLY PUBLIC SAFETY REPORT

## July 2025

| Department News             |  |
|-----------------------------|--|
| Community Contact:          |  |
| Building Renovation Update: |  |
| Staffing Update:            |  |
|                             |  |
|                             |  |
|                             |  |
|                             |  |



| Activity   | May  | Jun  | Jul  | 2025 YTD |
|--|------|------|------|----------|
| DPS Activity                                       | 1840 | 1413 | 1784 | 12913    |
| Police CFS   | 511  | 449  | 525  | 3916     |
| EMS CFS  | 11   | 16   | 11   | 95       |
| Fire CFS   | 13   | 8    | 7    | 66       |
| Arrests  | 20   | 16   | 29   | 161      |
| House Watches, Close Patrols, & Community Contacts | 599  | 368  | 491  | 3938     |
| Traffic Enforcement                                | 686  | 556  | 721  | 4737     |



\* Other offenses excluding traffic, warrants and "report only."

**City Council**  
**Staff Agenda Report**

**Agenda Item: 7a**

**Agenda Subject:** Approval to designate concert in Gardens Park taking place on September 27, 2025 from 7-9 p.m. as a bring your own beverage event which allows possession and consumption of beer and wine at said events, in accordance with Section 1.09.079, City of Dalworthington Gardens Code of Ordinances.

| <b>Meeting Date:</b> | <b>Financial Considerations:</b>   | <b>Strategic Vision Pillar:</b>  |
|----------------------|--|--|
| August 21, 2025      | <b>Budgeted:</b><br><br><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Financial Stability<br><input type="checkbox"/> Appearance of City<br><input checked="" type="checkbox"/> Operations Excellence<br><input type="checkbox"/> Infrastructure Improvements/Upgrade<br><input type="checkbox"/> Building Positive Image<br><input type="checkbox"/> Economic Development<br><input type="checkbox"/> Educational Excellence |

**Background Information:** Section 1.09.079 of the City’s Code of Ordinances prohibits consumption of an alcoholic beverage in “any park of the city” unless said event is designated by the park as a “bring your own beverage event”. The Park Board would like to allow beer and wine at the next concert scheduled for September 27, 2025.

**Recommended Action/Motion:** Motion to designate concert in Gardens Park taking place on September 27, 2025 as a bring your own beverage event which allows possession and consumption of beer and wine at said event.

**Attachments:** None

**City Council**  
**Staff Agenda Report**

**Agenda Item: 7b.**

|   |  |   |
|---|--|---|
| <b>Agenda Subject:</b> Approval of Resolution No. 2025-12, appointing a member to the Park and Recreation Facilities Development Corporation. |  |   |
| <b>Meeting Date:</b><br><br>August 21, 2025   | <b>Financial Considerations:</b><br><br><b>Budgeted:</b><br><br><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | <b>Strategic Vision Pillar:</b><br><br><input type="checkbox"/> Financial Stability<br><input type="checkbox"/> Appearance of City<br><input checked="" type="checkbox"/> Operations Excellence<br><input type="checkbox"/> Infrastructure Improvements/Upgrade<br><input type="checkbox"/> Building Positive Image<br><input type="checkbox"/> Economic Development<br><input type="checkbox"/> Educational Excellence |

**Background Information:**

Kenneth Kiser resigned from the board September 5, 2024. An application was received by Susan Kutac July 2025.

**Recommended Action/Motion:** Approve Resolution 2025-12 appointing member to the PRFDC.

**Attachments:**  
Application  
Resolution



APPLICATION FOR BOARDS/COMMISSIONS

NAME: Susan Kutac DATE: 7-11-25  
HOME ADDRESS: 2804 Barlowood Drive  
MAILING ADDRESS: same  
TELEPHONE: (Residence) [REDACTED] (Employment) same  
E-MAIL ADDRESS: [REDACTED]  
PREFERRED METHOD OF COMMUNICATION: Phone ☒ Email: ☐  
OCCUPATION: (If retired, indicate former occupation or profession.)  
Healthcare Physician Recruiter

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: Hospital Committees, Chamber member,  
SMILE 2024 + 2025 GALA BOARD, PTA Board, A+M Aggie Mom  
Board member

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD/COMMISSION YOU ARE INTERESTED IN SERVING:

- |   |   |
|---|---|
| <input type="checkbox"/> ZONING BOARD OF ADJUSTMENT   | <input type="checkbox"/> PARKS BOARD                  |
| <input type="checkbox"/> HISTORICAL COMMITTEE   | <input type="checkbox"/> PLANNING & ZONING COMMISSION |
| <input checked="" type="checkbox"/> PARKS AND RECREATION FACILITIES DEVELOPMENT CORPORATION |   |

BOARDS/COMMISSIONS YOU HAVE PREVIOUSLY SERVED:

Board/Commission

Dates Served

No city commissions to date. Looking forward to serve our DWG  
Community and make a difference!

RETURN COMPLETED FORM TO:

SANDRA MA  
2600 ROOSEVELT DRIVE  
DALWORTHINGTON GARDENS, TX 76016  
[sandra@cityofdwg.net](mailto:sandra@cityofdwg.net)  
Phone: 817-385-6454

FOR OFFICE USE ONLY

APPT. TO \_\_\_\_\_  
DATE \_\_\_\_\_  
OPEN GOVT: \_\_\_\_\_  
TERMED \_\_\_\_\_  
DESTROY: \_\_\_\_\_

**RESOLUTION NO. 2025-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, REMOVING KENNETH KISER FROM THE DALWORTHINGTON GARDENS PARK AND RECREATION FACILITIES DEVELOPMENT CORPORATION BOARD OF DIRECTORS AND APPOINTING REPLACEMENTS**

**WHEREAS**, the Dalworthington Gardens Parks and Recreation Facilities Development Corporation (PRFDC) is a type B economic development corporation created pursuant to Chapters 501 and 505 of the Texas Local Government Code; and

**WHEREAS**, in accordance with the Articles of Incorporation, Article Eight, the PRFDC shall be managed by a board of directors which shall be composed of seven (7) persons comprised of four (4) City Council members and three (3) shall be of the Citizen Member Class; and

**WHEREAS**, the current members of the board of directors and the termination dates of their terms of office are Laura Bianco, June 16, 2026; John King, June 16, 2026; Steve Lafferty, June 16, 2026; Cathy Stein, June 16, 2027; Philip Szurek, June 16, 2027; and David Hudson, June 16, 2027; and

**WHEREAS**, in accordance with the Articles of Incorporation, Article Eight, any director of the Council Member Class who ceases to be a member of the City Council shall automatically resign his/her position as director and such vacancy shall be filled in the same manner as other vacancies of the same class; and

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

**Section 1.** The recitals set forth in the preamble to this Resolution are hereby approved, ratified and confirmed.

**Section 2.** The removal of Kenneth Kiser as members of the District's board of directors is hereby accepted.

**Section 3.** Susan Kutac is hereby appointed as a Director of the Park and Recreation Facilities Development Corporation for the unexpired term ending June 16, 2026.

**PASSED AND APPROVED** on the 21<sup>st</sup> of August, 2025.

\_\_\_\_\_  
Laurie Bianco, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Ma, City Secretary

## City Council

### Staff Agenda Report

### Agenda Item: 7c.

**Agenda Subject:** Ratification of invoice over \$5000.00 for water line repair at 2705 W. Arkansas Lane in the amount of \$14,115.00.

|   |  |   |
|---|--|---|
| <b>Meeting Date:</b><br><br>August 21, 2025 | <b>Financial Considerations:</b><br><br><b>Budgeted:</b><br><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A | <b>Strategic Vision Pillar:</b><br><br><input checked="" type="checkbox"/> Financial Stability<br><input type="checkbox"/> Appearance of City<br><input type="checkbox"/> Operations Excellence<br><input type="checkbox"/> Infrastructure Improvements/Upgrade<br><input type="checkbox"/> Building Positive Image<br><input type="checkbox"/> Economic Development<br><input type="checkbox"/> Educational Excellence |
|---|--|---|

#### Background Information:

Emergency water line repair at Arkansas/Corzine due to boring for fiber optic lines.

#### Attachments:

Invoice

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER/CLIENT: PROJECT: Application #: 1  
 City of Dalworthington Gardens 425-574 DWG, TX - 2705 Arkansas Ln INVOICE NO: CI-00170  
 City of Dalworthington Gardens PERIOD TO: 07/31/2025  
 FROM CONTRACTOR VIA ARCHITECT/ENGINEER: PROJECT NO: 425-574  
 PO NO:  
 CONTRACT FOR: CONTRACT DATE: 07/30/2025  
 TERMS:



## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet is attached

|   |             |
|---|-------------|
| 1. Original Contract Sum  | \$14,115.00 |
| 2. Net change by change orders  | \$0.00      |
| 3. Contract Sum to date (Line 1 + 2)                                      | \$14,115.00 |
| 4. Total completed and stored to date (Column G of detail sheet)          | \$14,115.00 |
| 5. Retainage  |             |
| a. % of completed work  | \$0.00      |
| b. % of stored material   | \$0.00      |
| Total retainage (Lines 5a + 5b or total of Column I of G703)              | \$0.00      |
| 6. Total earned less retainage (Line 4 less Line 5 Total)                 | \$14,115.00 |
| 7. Less previous certificates for payment (Line 6 from prior certificate) | \$0.00      |
| 8. Current payment due  | \$14,115.00 |
| 9. Balance to finish  | \$0.00      |

| Change Order Summary                                       | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner/Client: | \$0.00    | \$0.00     |
| Total approved this month                                  | \$0.00    | \$0.00     |
| Totals:  | \$0.00    | \$0.00     |
| Net change by change order                                 |           | \$0.00     |

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract documents. All amounts have been paid by the contractor for work for which previous Certificates of Payment were issued and payments received from the contractor, and that current payment shown herein is now due.

CONTRACTOR: RUTS Construction

By: B

Date: 7/31/25

State of: TEXAS

County of: TARRANT

Subscribed and sworn to before me this 31st day of July, 2025

Notary Public: Sheree D. Price

My commission expires: September 12, 2026



## ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 14,115.00  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Constitution Sheet that are changed to confirm the amount certified.)

By: \_\_\_\_\_

Date: \_\_\_\_\_

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

RUTS Construction, LLC

Contract Lines:

| A            | B                     | C               | D                               | E           | F  | G  | G.1    | H                       | I         |
|--------------|-----------------------|-----------------|---------------------------------|-------------|--|--|--------|-------------------------|-----------|
| Item No.     | Description of work   | Scheduled value | Work Completed                  |             | Materials presently stored (Not in D or E) | Total completed and stored to date (D+E+F) | %(G/C) | Balance to finish (C-G) | Retainage |
|              |                       |                 | From previous application (D+E) | This period |  |  |        |                         |           |
| 10           | Mobilization          | 1,500.00        | 0.00                            | 1,500.00    | 0.00                                       | 1,500.00                                   | 100%   | 0.00                    | 0.00      |
| 20           | Excavation & Backfill | 6,815.00        | 0.00                            | 6,815.00    | 0.00                                       | 6,815.00                                   | 100%   | 0.00                    | 0.00      |
| 30           | Repair Materials      | 2,000.00        | 0.00                            | 2,000.00    | 0.00                                       | 2,000.00                                   | 100%   | 0.00                    | 0.00      |
| 40           | Concrete Restoration  | 3,800.00        | 0.00                            | 3,800.00    | 0.00                                       | 3,800.00                                   | 100%   | 0.00                    | 0.00      |
| Grand Totals |                       | 14,115.00       | 0.00                            | 14,115.00   | 0.00                                       | 14,115.00                                  |        | 0.00                    | 0.00      |

| Web Site   | Phone #      | E-mail   |
|--|--------------|--|
| <a href="http://www.rutsconstruction.com">www.rutsconstruction.com</a> | 682-324-7887 | <a href="mailto:RUTSinvoice@rutsconstruction.com">RUTSinvoice@rutsconstruction.com</a> |

RUTS Construction, LLC

City Council  
Staff Agenda Report

Agenda Item: 7d.

**Agenda Subject:** Approval of Resolution No. 2025-15 approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2025 rate review mechanism, filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC’s reasonable ratemaking expenses.

| Meeting Date:   | Financial Considerations:  | Strategic Vision Pillar:   |
|-----------------|--|--|
| August 21, 2025 | <b>Budgeted:</b><br><br><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Financial Stability<br><input type="checkbox"/> Appearance of City<br><input checked="" type="checkbox"/> Operations Excellence<br><input type="checkbox"/> Infrastructure Improvements/Upgrade<br><input type="checkbox"/> Building Positive Image<br><input type="checkbox"/> Economic Development<br><input type="checkbox"/> Educational Excellence |

**Background Information:** The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2025, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2024, entitled it to additional system-wide revenues of \$245.2 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$225.6 million, \$163.5 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$185.6 million instead of the claimed \$245.2 million.

After several settlement meetings, the parties have agreed to settle the case for \$205.6 million. This is a reduction of \$20 million to the Company’s initial request. This includes payment of ACSC’s expenses. The Effective Date for new rates is October 1, 2025. ACSC members should take action approving the Resolution/Ordinance before October 1, 2025.

**RATE TARIFFS**

Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate \$205.6 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos’ Proof of Revenues is accurate.

## BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$7.83 on a monthly basis, or 9.27%. The increase for average commercial usage will be \$25.73 or 6.56%. Atmos provided bill impact comparisons containing these figures.

## SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

## RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2025, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates. Comparison to Other Mid-Tex Rates (Residential)

|             | <u>Average Bill</u> | <u>Compared to RRM Cities</u> |
|-------------|---------------------|-------------------------------|
| RRM Cities: | \$54.68             | -                             |
| DARR:       | \$58.57             | \$3.89                        |
| ATM Cities: | \$57.39             | \$2.71                        |
| Environs:   | \$55.96             | \$1.28                        |

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

## EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$205.6 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

## **CONCLUSION**

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$245.2 million in additional system-wide revenues, the RRM settlement at \$205.6 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$205.6 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before October 1, 2025. New rates become effective October 1, 2025.

**Recommended Action/Motion:** Motion to approve Resolution No. 2025-15 approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2025 rate review mechanism filing.

## **Attachments:**

Tariff  
Pension Benchmark  
Average Bill  
Resolution 2025-15

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |   |  |
|------------------------|---|--|
| <b>RATE SCHEDULE:</b>  | <b>R – RESIDENTIAL SALES</b>                                      |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

**Application**

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

| <b>Charge</b>                     | <b>Amount</b>                  |
|-----------------------------------|--------------------------------|
| Customer Charge per Bill          | \$ 23.65 per month             |
| Rider CEE Surcharge               | \$ 0.03 per month <sup>1</sup> |
| <b>Total Customer Charge</b>      | <b>\$ 23.68 per month</b>      |
| Commodity Charge – All <u>Ccf</u> | \$ 0.74748 per Ccf             |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |   |  |
|------------------------|---|--|
| <b>RATE SCHEDULE:</b>  | <b>C – COMMERCIAL SALES</b>                                       |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

**Application**

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

| <b>Charge</b>                | <b>Amount</b>                  |
|------------------------------|--------------------------------|
| Customer Charge per Bill     | \$ 94.00 per month             |
| Rider CEE Surcharge          | \$ 0.01 per month <sup>1</sup> |
| <b>Total Customer Charge</b> | <b>\$ 94.01 per month</b>      |
| Commodity Charge – All Ccf   | \$ 0.22261 per Ccf             |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Presumption of Plant Protection Level**

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at [mdtx-div-plantprotection@atmosenergy.com](mailto:mdtx-div-plantprotection@atmosenergy.com).

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<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |   |  |
|------------------------|---|--|
| <b>RATE SCHEDULE:</b>  | <b>I – INDUSTRIAL SALES</b>                                       |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

**Application**

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

| <b>Charge</b>                | <b>Amount</b>         |
|------------------------------|-----------------------|
| Customer Charge per Meter    | \$ 1,848.75 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.7678 per MMBtu   |
| Next 3,500 MMBtu             | \$ 0.5623 per MMBtu   |
| All MMBtu over 5,000 MMBtu   | \$ 0.1206 per MMBtu   |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |   |  |
|------------------------|---|--|
| <b>RATE SCHEDULE:</b>  | <b>I – INDUSTRIAL SALES</b>                                       |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**Presumption of Plant Protection Level**

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at [mdtx-div-plantprotection@atmosenergy.com](mailto:mdtx-div-plantprotection@atmosenergy.com).

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |   |  |
|------------------------|---|--|
| <b>RATE SCHEDULE:</b>  | <b>T – TRANSPORTATION</b>   |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

**Application**

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand X 365). Load factors will be recalculated once each year to determine appropriate eligibility for Rate T.

**Type of Service**

Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is an Industrial Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or protect critical safety to the plant facilities, plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

| <b>Charge</b>                | <b>Amount</b>         |
|------------------------------|-----------------------|
| Customer Charge per Meter    | \$ 1,848.75 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.7678 per MMBtu   |
| Next 3,500 MMBtu             | \$ 0.5623 per MMBtu   |
| All MMBtu over 5,000 MMBtu   | \$ 0.1206 per MMBtu   |

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |   |  |
|------------------------|---|--|
| <b>RATE SCHEDULE:</b>  | <b>T – TRANSPORTATION</b>   |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

**Imbalance Fees**

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

**Monthly Imbalance Fees**

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest “midpoint” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” during such month, for the MMBtu of Customer’s monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer’s receipt quantities for the month.

**Overpull Fee**

Upon notification by Company of an event of interruption of Customer’s deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled “Daily Price Survey.”

**Replacement Index**

In the event the “midpoint” or “common” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company’s Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |   |  |
|------------------------|---|--|
| <b>RIDER:</b>          | <b>SUR – SURCHARGES</b>   |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

**Application**

This Rider is applicable to customer classes in the incorporated areas under the RRM tariff as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

**Monthly Calculation**

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

**FASB ASC 740-10 (Fin48) Refund**

Applicable to Customers taking service under Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from the negotiated RRM Tariff, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-1.1 for the prior fiscal year shall be allocated based on the final class allocations of GUD No. 10170 as per the RRM Tariff, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or - ) due to account for over/under collections. Amounts identified in Schedule FIN48-1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in the most recent negotiated RRM Tariff shall be refunded to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

| Rate Schedules             | Rate      |
|----------------------------|-----------|
| Rate R – Residential Sales | \$ (0.12) |
| Rate C – Commercial Sales  | \$ (0.41) |
| Rate I – Industrial Sales  | \$ (8.68) |
| Rate T – Transportation    | \$ (8.68) |

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |  |              |
|------------------------|--|--------------|
| <b>RIDER:</b>          | <b>TAX – TAX ADJUSTMENT</b>                  |              |
| <b>APPLICABLE TO:</b>  | <b>Entire Division as Set Forth Below</b>    |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b> | <b>PAGE:</b> |

**Application**

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T, except for exempt State Agency Customers, to the extent of state gross receipts taxes only.

**1. State Gross Receipts Taxes**

Applicability - Entire Division except for Unincorporated Areas

Each monthly bill shall be adjusted for Miscellaneous state gross receipts taxes imposed by Sections 182-021 - 182-025 of the Texas Tax Code.

Entire Division

Each monthly bill shall also be adjusted by an amount equivalent to the amount of all applicable taxes and any other governmental impositions, rentals, fees, or charges (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed upon or allocated to Company with respect to the Gas Service provided to Customer by Company, and any associated facilities involved in the performance of such Gas Service. Each monthly bill shall also be adjusted by an amount equivalent to the proportionate part of any increase or decrease of any tax and any other governmental imposition, rental, fee, or charge (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed subsequent to the effective date of this tariff, upon or allocated to Company's operations, by any new or amended law, ordinance, or contract.

**2. Federal or State Tax Law or Rate Changes:**

**Applicability – All Customers in the Mid-Tex Division (“MTX”) Under the RRM Tariff**

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T.

To ensure that gas utility customers receive the benefits or costs associated with the changes in tax rates at a federal or state level, MTX shall establish and accrue on its books and records, as of the effective date of the federal or state tax law or rate change: 1) regulatory liabilities to reflect the impact of a decrease in federal corporate income tax rates or state margin tax rates; or, 2) regulatory assets to reflect the impact of an increase in federal corporate income tax rates or state margin tax rates.

The gas utility may not change rates to give effect to a change in Federal or State Tax law or rates through the Rider TAX unless and until the city issues final authorization, an Accounting Order, or other express guidance authorizing such recovery through the RRM process.

Company may also not change rates to capture the impacts associated with the effects of Public Law 117-169, 136 STAT. 1818 of August 16, 2022 (“Tax Act 2022”) and certain other tax-related costs that will change from the amounts included in the most recent base revenue requirement established through an RRM filing unless and until the city issues a final authorization, an Accounting Order, or other express guidance authorizing such recovery.

Upon receipt of authorization from the city through an Accounting Order, final authorization or other express guidance, the calculation applicable to the aforementioned federal or state tax rate or law changes are as follows; however, to the extent there is a conflict between the calculation or methodology

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |  |              |
|------------------------|--|--------------|
| <b>RIDER:</b>          | <b>TAX – TAX ADJUSTMENT</b>                  |              |
| <b>APPLICABLE TO:</b>  | <b>Entire Division as Set Forth Below</b>    |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b> | <b>PAGE:</b> |

prescribed by an Accounting Order, final authorization, or other express guidance, and those contained in this rate schedule, the Accounting Order, final authorization, or other express guidance controls:

**Calculations**

1. With regard to changes in the tax rates at a federal or state level, the increase or decrease shall be calculated as follows:
  - a. A portion of the gas utility's revenue representing the difference between: 1) the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding, and 2) the cost of service that would have resulted had the rates been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change;
  - b. If applicable, the portion of the gas utility's revenue representing the difference between: 1) each Interim Rate Adjustment surcharge approved by the regulatory authority since the gas utility's most recent statement of intent or other rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the surcharges been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change; and
  - c. The excess or deficient deferred tax reserve, including any associated gross up in taxes, caused by the reduction or increase in the federal corporate income tax rate or state related tax increases, as of the effective date of the change.

Upon the receipt of authorization from the Commission or applicable regulatory authority, the gas utility shall separately refund to customers based on a decrease in federal or state tax rates or separately collect from customers based on an increase in federal or state tax rates within twelve (12) months or, pursuant to applicable Internal Revenue Code ("IRC") rules and regulations, as follows:

- d. The amount collected/refunded by the gas utility that reflects the difference in base rates between: 1) the cost of service approved by the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
- e. If applicable, the amount collected/refunded by the gas utility that reflects the difference between: 1) each Interim Rate Adjustment surcharge approved by the Commission or the regulatory authority since the gas utility's most recent statement of intent rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
- f. The amount collected/refunded by the gas utility that reflects the difference in the excess or deficient deferred tax reserve included in base rates between: 1) the cost of service approved by the Commission or the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes. These amounts shall be refunded or collected from customers based upon IRC rules and regulations if applicable.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |  |              |
|------------------------|--|--------------|
| <b>RIDER:</b>          | <b>TAX – TAX ADJUSTMENT</b>                  |              |
| <b>APPLICABLE TO:</b>  | <b>Entire Division as Set Forth Below</b>    |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b> | <b>PAGE:</b> |

2. With regard to the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement established through an RRM filing, any change in rates shall be calculated as follows:

- (a) The amount shall be calculated as the product of Company's grossed-up rate of return authorized in the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding times the Corporate Alternative Minimum Tax deferred tax asset ("CAMT DTA") estimated at September 30 of the fiscal year or applicable quarter-end within a fiscal year prior to the annual change in the rates pursuant to this tariff, less the income tax credits received in accordance with IRC requirements applicable to the Tax Act 2022 grossed-up for income taxes to a revenue equivalent.
- (b) The estimated CAMT DTA and the related effects on the rider revenue requirements shall be trued up to the actual effects in the following year and the over/under recovery amortized over the twelve months that each year's recalculated tariff rates are in effect. The over/under recovery shall include a grossed-up rate of return as authorized in Company's most recent statement of intent or other rate proceeding.
- (c) The methodology for computing Company's CAMT is as follows:
  - i. Confirm when Atmos Energy Corporation and its affiliates are subject to CAMT as an "applicable corporation" as defined the Tax Act 2022, then there will be MTX's CAMT DTA in the tariff.
  - ii. Calculate the Mid-Tex Division's (MTX) contribution to Adjusted Financial Statement Income ("AFSI") on a stand-alone basis. MTX's AFSI is calculated by adjusting MTX's applicable financial statement income by adjustments to depreciation, pension costs and federal income tax to arrive at AFSI. AFSI is intended to be computed consistent with applicable IRC requirements.
  - iii. Compare MTX's CAMT stand-alone amount with MTX's regular stand-alone tax liability. If the stand alone CAMT is in excess of the stand-alone regular tax, the CAMT DTA is recorded to MTX.

If the Internal Revenue Service issues new guidance related to the Tax Act 2022, Company shall have the right to make additional filings to recognize such adjustments.

Any Commission filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change with the Commission's Oversight and Safety Division or as part of a Statement of Intent.

Any city filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change and addressed to the city official at the address of record with the Mid-Tex Division.

With the exception of the authorization required from the Commission to allow the gas utility to recognize the new federal income tax rate (increase or decrease) or state taxes (increase or decrease) or the impacts associated with the effects of the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement in the last approved RRM Tariff filing, no action on the part of the regulatory authority is required to give effect to the amount to be refunded or

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |  |              |
|------------------------|--|--------------|
| <b>RIDER:</b>          | <b>TAX – TAX ADJUSTMENT</b>                  |              |
| <b>APPLICABLE TO:</b>  | <b>Entire Division as Set Forth Below</b>    |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b> | <b>PAGE:</b> |

collected from customers. However, any amount refunded or collected from customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding, and if applicable, the gas utility shall be required to reconcile any discrepancies.

Regulatory orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007). Rate changes subject to the provisions of this tariff may be implemented upon the filing of an appeal to the relevant authority.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |   |  |
|------------------------|---|--|
| <b>RIDER:</b>          | <b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>                     |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- $i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf
- $R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.
- $HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class
- $NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- $ADD$  = billing cycle actual heating degree days.
- $BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |   |  |
|------------------------|---|--|
| <b>RIDER:</b>          | <b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>                     |  |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |  |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 10/01/2025</b>                      |  |

Base Use/Heat Use Factors

| Weather Station  | <u>Residential</u>     |                            | <u>Commercial</u>      |                            |
|------------------|------------------------|----------------------------|------------------------|----------------------------|
|                  | Base use<br><u>Ccf</u> | Heat use<br><u>Ccf/HDD</u> | Base use<br><u>Ccf</u> | Heat use<br><u>Ccf/HDD</u> |
| Abilene          | 9.61                   | 0.1476                     | 91.65                  | 0.7406                     |
| Austin           | 8.19                   | 0.1394                     | 183.99                 | 1.1581                     |
| Dallas           | 12.74                  | 0.2017                     | 193.53                 | 1.1001                     |
| Waco             | 9.23                   | 0.1277                     | 148.26                 | 0.7631                     |
| Wichita<br>Falls | 10.43                  | 0.1387                     | 122.94                 | 0.7038                     |

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at [www.atmosenergy.com/MTXtariffs](http://www.atmosenergy.com/MTXtariffs), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**ATMOS ENERGY CORP., MID-TEX DIVISION  
MID-TEX RATE REVIEW MECHANISM  
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL  
TEST YEAR ENDING DECEMBER 31, 2024**

| Line No. | Description  | Shared Services      |                              | Mid-Tex Direct       |                              |                                     | Adjustment Total |
|----------|--|----------------------|------------------------------|----------------------|------------------------------|-------------------------------------|------------------|
|          |  | Pension Account Plan | Post-Employment Benefit Plan | Pension Account Plan | Post-Employment Benefit Plan | Supplemental Executive Benefit Plan |                  |
|          | (a)  | (b)                  | (c)                          | (d)                  | (e)                          | (f)                                 | (g)              |
| 1        | Proposed Benefits Benchmark -  |                      |                              |                      |                              |                                     |                  |
|          | Fiscal Year 2025 Willis Towers Watson Report as adjusted             | \$ 572,372           | \$ (649,253)                 | \$ 882,931           | \$ (3,920,499)               | \$ 65,943                           |                  |
| 2        | Allocation Factor  | 46.27%               | 46.27%                       | 84.14%               | 84.14%                       | 100.00%                             |                  |
| 3        | Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2) | \$ 264,856           | \$ (300,432)                 | \$ 742,888           | \$ (3,298,664)               | \$ 65,943                           |                  |
| 4        | O&M and Capital Allocation Factor                                    | 100.00%              | 100.00%                      | 100.00%              | 100.00%                      | 100.00%                             |                  |
| 5        | Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)           | \$ 264,856           | \$ (300,432)                 | \$ 742,888           | \$ (3,298,664)               | \$ 65,943                           | \$ (2,525,408)   |
| 6        |  |                      |                              |                      |                              |                                     |                  |
| 7        | O&M Expense Factor   | 76.41%               | 76.41%                       | 39.54%               | 39.54%                       | 10.97%                              |                  |
| 8        |  |                      |                              |                      |                              |                                     |                  |
| 9        | Summary of Costs to Approve:   |                      |                              |                      |                              |                                     |                  |
| 10       | Total Pension Account Plan   | \$ 202,374           |                              | \$ 293,727           |                              |                                     | \$ 496,101       |
| 11       | Total Post-Employment Benefit Plan                                   |                      | \$ (229,557)                 |                      | \$ (1,304,242)               |                                     | (1,533,799)      |
| 12       | Total Supplemental Executive Benefit Plan                            |                      |                              |                      |                              | \$ 7,231                            | 7,231            |
| 13       | Total (Ln 10 + Ln 11 + Ln 12)  | \$ 202,374           | \$ (229,557)                 | \$ 293,727           | \$ (1,304,242)               | \$ 7,231                            | \$ (1,030,467)   |

**ATMOS ENERGY CORP., MID-TEX DIVISION  
MID-TEX RATE REVIEW MECHANISM  
AVERAGE BILL COMPARISON - BASE RATES  
TEST YEAR ENDING DECEMBER 31, 2024**

| Line No. | Description                           | Average<br>Volumes | Current<br>Rates | Proposed<br>Rates | Current<br>Average Bill | Proposed<br>Average Bill | Amount<br>Change       | Percent<br>Change   |
|----------|---------------------------------------|--------------------|------------------|-------------------|-------------------------|--------------------------|------------------------|---------------------|
|          | (a)                                   | (b)                | (c)              | (d)               | (e)                     | (f)                      | (g)                    | (h)                 |
| 1        | <b><u>Rate R @ 42.1 Ccf</u></b>       |                    |                  |                   |                         |                          |                        |                     |
| 2        | Base Rates:                           |                    |                  |                   |                         |                          |                        |                     |
| 3        | Customer Charge                       |                    | \$ 22.95         | \$ 23.65          | \$ 22.95                | \$ 23.65                 | \$ 0.70                |                     |
| 4        | Consumption Charge (Ccf)              | 42.1               | \$ 0.58974       | \$ 0.74748        | 24.80                   | 31.44                    | 6.64                   |                     |
| 5        | Total Base Rates                      |                    |                  |                   | <u>\$ 47.75</u>         | <u>\$ 55.09</u>          | <u>\$ 7.34</u>         | 15.37%              |
| 6        |                                       |                    |                  |                   |                         |                          |                        |                     |
| 7        | Gas Cost:                             |                    |                  |                   |                         |                          |                        |                     |
| 8        | Rider GCR Part A (Ccf)                | 42.1               | \$ 0.20875       | \$ 0.20875        | \$ 8.78                 | \$ 8.78                  | \$ -                   |                     |
| 9        | Rider GCR Part B (Ccf)                | 42.1               | \$ 0.53838       | \$ 0.53838        | 22.64                   | 22.64                    | -                      |                     |
| 10       | Total Gas Cost                        |                    |                  |                   | <u>\$ 31.42</u>         | <u>\$ 31.42</u>          | <u>\$ -</u>            | 0.00%               |
| 11       |                                       |                    |                  |                   |                         |                          |                        |                     |
| 12       | Total Base with Gas Cost              |                    |                  |                   | \$ 79.17                | \$ 86.51                 | \$ 7.34                |                     |
| 13       | Rider FF & Rider TAX                  |                    | 0.06725          | 0.06725           | 5.32                    | 5.82                     | 0.49                   | 9.27%               |
| 14       |                                       |                    |                  |                   |                         |                          |                        |                     |
| 15       | <b>Total Residential Average Bill</b> |                    |                  |                   | <u><b>\$ 84.49</b></u>  | <u><b>\$ 92.33</b></u>   | <u><b>\$ 7.83</b></u>  | <u><b>9.27%</b></u> |
| 16       |                                       |                    |                  |                   |                         |                          |                        |                     |
| 17       | <b><u>Rate C @ 367.6 Ccf</u></b>      |                    |                  |                   |                         |                          |                        |                     |
| 18       | Base Rates:                           |                    |                  |                   |                         |                          |                        |                     |
| 19       | Customer Charge                       |                    | \$ 81.75         | \$ 94.00          | \$ 81.75                | \$ 94.00                 | \$ 12.25               |                     |
| 20       | Consumption Charge (Ccf)              | 367.6              | \$ 0.19033       | \$ 0.22261        | 69.97                   | 81.83                    | 11.86                  |                     |
| 21       | Total Base Rates                      |                    |                  |                   | <u>\$ 151.72</u>        | <u>\$ 175.83</u>         | <u>\$ 24.11</u>        | 15.89%              |
| 22       |                                       |                    |                  |                   |                         |                          |                        |                     |
| 23       | Gas Cost:                             |                    |                  |                   |                         |                          |                        |                     |
| 24       | Rider GCR Part A                      | 367.6              | \$ 0.20875       | \$ 0.20875        | \$ 76.74                | \$ 76.74                 | \$ -                   |                     |
| 25       | Rider GCR Part B                      | 367.6              | \$ 0.37860       | \$ 0.37860        | 139.18                  | 139.18                   | -                      |                     |
| 26       | Total Gas Cost                        |                    |                  |                   | <u>\$ 215.92</u>        | <u>\$ 215.92</u>         | <u>\$ -</u>            | 0.00%               |
| 27       |                                       |                    |                  |                   |                         |                          |                        |                     |
| 28       | Total Base with Gas Cost              |                    |                  |                   | \$ 367.64               | \$ 391.75                | \$ 24.11               |                     |
| 29       | Rider FF & Rider TAX                  |                    | 0.06725          | 0.06725           | 24.72                   | 26.35                    | 1.62                   | 6.56%               |
| 30       |                                       |                    |                  |                   |                         |                          |                        |                     |
| 31       | <b>Total Commercial Average Bill</b>  |                    |                  |                   | <u><b>\$ 392.36</b></u> | <u><b>\$ 418.10</b></u>  | <u><b>\$ 25.73</b></u> | <u><b>6.56%</b></u> |
| 32       |                                       |                    |                  |                   |                         |                          |                        |                     |

**ATMOS ENERGY CORP., MID-TEX DIVISION**  
**MID-TEX RATE REVIEW MECHANISM**  
**AVERAGE BILL COMPARISON - BASE RATES**  
**TEST YEAR ENDING DECEMBER 31, 2024**

| Line No. | Description                              | Average<br>Volumes | Current<br>Rates | Proposed<br>Rates | Current<br>Average Bill   | Proposed<br>Average Bill  | Amount<br>Change        | Percent<br>Change |
|----------|--|--------------------|------------------|-------------------|---------------------------|---------------------------|-------------------------|-------------------|
|          | (a)                                      | (b)                | (c)              | (d)               | (e)                       | (f)                       | (g)                     | (h)               |
| 33       | <b><u>Rate I at 1277 MMBTU</u></b>       |                    |                  |                   |                           |                           |                         |                   |
| 34       | Base Rates:                              |                    |                  |                   |                           |                           |                         |                   |
| 35       | Customer Charge                          |                    | \$1,587.75       | \$ 1,848.75       | \$ 1,587.75               | \$ 1,848.75               | \$ 261.00               |                   |
| 36       | Block 1 - Consumption Charge (MMBtu)     | 1,277              | \$ 0.6553        | \$ 0.7678         | 836.99                    | 980.69                    | 143.69                  |                   |
| 37       | Block 2 - Consumption Charge (MMBtu)     | -                  | \$ 0.4799        | \$ 0.5623         | -                         | -                         | -                       |                   |
| 38       | Block 3 - Consumption Charge (MMBtu)     | -                  | \$ 0.1029        | \$ 0.1206         | -                         | -                         | -                       |                   |
| 39       | Total Base Rates                         | <u>1,277</u>       |                  |                   | <u>\$ 2,424.74</u>        | <u>\$ 2,829.44</u>        | <u>\$ 404.69</u>        | 16.69%            |
| 40       |  |                    |                  |                   |                           |                           |                         |                   |
| 41       | Gas Cost:                                |                    |                  |                   |                           |                           |                         |                   |
| 42       | Rider GCR Part A (MMBtu)                 | 1,277              | \$ 2.07711       | \$ 2.07711        | \$ 2,653.03               | \$ 2,653.03               | \$ -                    |                   |
| 43       | Rider GCR Part B (MMBtu)                 | 1,277              | \$ 0.88986       | \$ 0.88986        | 1,136.59                  | 1,136.59                  | -                       |                   |
| 44       | Total Gas Cost                           |                    |                  |                   | <u>\$ 3,789.63</u>        | <u>\$ 3,789.63</u>        | <u>\$ -</u>             | 0.00%             |
| 45       |  |                    |                  |                   |                           |                           |                         |                   |
| 46       | Total Base with Gas Cost                 |                    |                  |                   | \$ 6,214.37               | \$ 6,619.07               | \$ 404.69               |                   |
| 47       | Rider FF and Rider TAX                   |                    | 0.06725          | 0.06725           | 417.92                    | 445.14                    | 27.22                   | 6.51%             |
| 48       |  |                    |                  |                   |                           |                           |                         |                   |
| 49       | <b>Total Industrial Average Bill</b>     |                    |                  |                   | <b><u>\$ 6,632.29</u></b> | <b><u>\$ 7,064.20</u></b> | <b><u>\$ 431.91</u></b> | <b>6.51%</b>      |
| 50       |  |                    |                  |                   |                           |                           |                         |                   |
| 51       | <b><u>Rate T at 4534 MMBTU</u></b>       |                    |                  |                   |                           |                           |                         |                   |
| 52       | Base Rates:                              |                    |                  |                   |                           |                           |                         |                   |
| 53       | Customer Charge                          |                    | \$1,587.75       | \$ 1,848.75       | \$ 1,587.75               | \$ 1,848.75               | \$ 261.00               |                   |
| 54       | Block 1 - Consumption Charge (MMBtu)     | 1,500              | \$ 0.6553        | \$ 0.7678         | 982.95                    | 1,151.70                  | 168.75                  |                   |
| 55       | Block 2 - Consumption Charge (MMBtu)     | 3,034              | \$ 0.4799        | \$ 0.5623         | 1,456.19                  | 1,706.22                  | 250.03                  |                   |
| 56       | Block 3 - Consumption Charge (MMBtu)     | -                  | \$ 0.1029        | \$ 0.1206         | -                         | -                         | -                       |                   |
| 57       | Total Base Rates                         | <u>4,534</u>       |                  |                   | <u>\$ 4,026.89</u>        | <u>\$ 4,706.67</u>        | <u>\$ 679.78</u>        | 16.88%            |
| 58       |  |                    |                  |                   |                           |                           |                         |                   |
| 59       | Gas Cost:                                |                    |                  |                   |                           |                           |                         |                   |
| 60       | Rider GCR Part B (MMBtu)                 | 4,534              | \$ 0.88986       | \$ 0.88986        | \$ 4,034.96               | \$ 4,034.96               | \$ -                    |                   |
| 61       | Total Gas Cost                           |                    |                  |                   | <u>\$ 4,034.96</u>        | <u>\$ 4,034.96</u>        | <u>\$ -</u>             | 0.00%             |
| 62       |  |                    |                  |                   |                           |                           |                         |                   |
| 63       | Total Base with Gas Cost                 |                    |                  |                   | \$ 8,061.85               | \$ 8,741.63               | \$ 679.78               |                   |
| 64       | Rider FF and Rider TAX                   |                    | 0.06725          | 0.06725           | 542.17                    | 587.88                    | 45.72                   | 8.43%             |
| 65       |  |                    |                  |                   |                           |                           |                         |                   |
| 66       | <b>Total Transportation Average Bill</b> |                    |                  |                   | <b><u>\$ 8,604.01</u></b> | <b><u>\$ 9,329.51</u></b> | <b><u>\$ 725.50</u></b> | <b>8.43%</b>      |

**RESOLUTION NO. 2025-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2025 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.**

WHEREAS, the City of Dalworthington Gardens Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2025, Atmos Mid-Tex filed its 2025 RRM rate request with ACSC Cities based on a test year ending December 31, 2024; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2025 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$245.2 million on a system-wide basis with an Effective Date of October 1, 2025; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS TEXAS:

**Section 1.** That the findings set forth in this Resolution are hereby in all things approved.

**Section 2.** That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$205.6 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2025 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

**Section 3.** That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

**Section 4.** That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$205.6 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

**Section 5.** That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

**Section 6.** That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2025 RRM filing.

**Section 7.** That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

**Section 8.** That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 9.** That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**Section 10.** That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2025.

**Section 11.** That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE 21ST DAY OF AUGUST, 2025.

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Mayor Laurie Bianco

ATTEST:

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Sandra Ma, City Secretary

APPROVED AS TO FORM:

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Cara White, City Attorney

**MINUTES OF THE REGULAR MEETING OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, CITY COUNCIL HELD ON JUNE 19, 2025 AT 6:00 P.M. IN THE COUNCIL CHAMBERS, 2600 ROOSEVELT DRIVE, DALWORTHINGTON GARDENS, TEXAS.**

*While the order of some agenda items may have been changed, the following represents all items discussed and acted upon by the City Council.*

**WORK SESSION AND/OR EXECUTIVE SESSION**

**1. CALL TO ORDER**

Mayor Bianco called the meeting to order at 6:00 p.m. with the following present:

**Members Present**

Laura Bianco, Mayor  
John King, Alderman, Place 1  
Steve Lafferty, Alderman, Place 2  
Cathy Stein, Alderman, Place 3  
Ed Motley, Mayor Pro Tem; Alderman, Place 4  
Paul Sweitzer, Alderman, Place 5

**Staff Present:**

Greg Petty, DPS Director/City Administrator  
Sandra Ma, City Secretary/Court Administrator  
Pam Dwyer, Finance Supervisor

**2. WORK SESSION**

**a. FY 2024-2025 Mid-Year Budget Review.**

Work Session Conducted

**Work session on listed agenda items, if time permits.**

The following items were discussed.

9c. telecommunication towers

**3. EXECUTIVE SESSION**

*Any action may be deferred until the 7:00 p.m. Regular Session*

**a. Recess into Executive Session**

City Council recessed into Executive Session at 6:01 p.m.

- i. Pursuant to Texas Government Code, Section 551.071, Attorney Consultation and 551.074, personnel matters, regarding the Director of Finance.**

**b. Reconvene into Regular Session for discussion and possible action on:**

- i. Director of Finance**

City Council reconvened from Executive Session at 6:38 p.m.. No Action Taken.

**REGULAR SESSION**

**1. CALL TO ORDER**

Mayor Bianco called the meeting to order at 7:00 p.m. with the following present:

**Members Present**

Laura Bianco, Mayor  
John King, Alderman, Place 1  
Steve Lafferty, Alderman, Place 2  
Cathy Stein, Alderman, Place 3  
Ed Motley, Mayor Pro Tem; Alderman, Place 4  
Paul Sweitzer, Alderman, Place 5

**Staff Present:**

Greg Petty, DPS Director/City Administrator  
Sandra Ma, City Secretary/Court Administrator  
Pam Dwyer, Finance Supervisor

**2. INVOCATION, AND PLEDGES OF ALLEGIANCE**

Mayor Bianco gave invocation. Pledges were said.

**3. PRESENTATIONS AND PROCLAMATIONS****a. Presentation from SafeHaven of Tarrant County addressing domestic violence and building a safer more supportive community.**

Kathryn Jacob, Present and CEO from Safehaven gave presentation.

**4. ITEMS OF COMMUNITY INTEREST**

The following items were presented.

- a. Park Workday Saturday, July 12, 2025 from 8:00 – 11:00 a.m.**
- b. Ice Cream Social - Saturday, July 12, 2025 from 6:30-8:30 p.m. at City Hall**
- c. Concert in the Park - Saturday, September 27, 2025 from 7:00-9:00 p.m.**
- d. National Night Out – Tuesday, October 7, 2025 from 5:30 – 8:30 p.m.**
- e. Trunk or Treat – Saturday, October 18, 2025 from 5:30 – 7:30 p.m.**
- f. Movie Night – Saturday, November 8, 2025 Starting at 6:00 p.m.**
- g. Pictures with Santa – Sunday, December 7, 2025 from 3:00 – 5:00 p.m.**

**5. CITIZEN COMMENTS**

**Citizens who wish to speak to the City Council will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, the City staff and City Council members are prevented from discussing the subject and may respond only with statements of factual information or existing policy.**

Pam Miller, 3112 Roosevelt Drive, praised Public Works and the Department of Public Safety, noting that the park looks great, from the mowing to the fountain. She read a comment from one of the citizens about how the public works department cares for the children who play in the park. They are always concerned and looking for ways to improve safety and equipment.

**6. MAYOR AND COUNCIL COMMENTS**

Ed Motley: said he has a friend who is moving into DWG. That friend was talking to his future neighbor, who said one thing you don't have to worry about in DWG is safety. This place is safe, so you don't have to worry about it. That is a great testament to our DPS.

John King: none

Steve Lafferty: none

Paul Sweitzer: asked the City about the lettering on the brick wall at the entrance to his subdivision, which had disappeared. Chief Petty said that the City did not remove it, but maybe by the contractor.

Cathy Stein: At the Ice Cream Social, there will be an author book reading by Mary Webster, a children's historical \ fiction book. The illustrator will also be present. Several citizens have signed up to bring home-made ice cream in flavors such as peach, mint chocolate chip, and vanilla. Come out between 6:30 and 8:30. Reading will be around 7:00 p.m.

Mayor Bianco: She is pleased that Campo Verde is back open. If you haven't been, it is awesome. Delores Henderson has passed away. She has been a long-time member of this community. Keep her family in your prayers. Kudos to our Chief and our Fire Department for handling a resident's house that caught on fire. They did an exceptional job. We were able to use our ILA with Arlington.

## **7. DEPARTMENTAL REPORTS**

***Informational reports only; no action to be taken.***

- a. Director of Public Safety/City Administrator Report**
- b. Financial Reports**

Departmental Reports were presented.

## **8. CONSENT AGENDA**

***All consent items are considered to be routine and will be enacted by one motion and vote.***

- a Approval of Resolution 2025-12 approving changes to the City Fee Schedule
- b Consider approval of an agreement with Tarrant County for the collection of taxes for Tax Year 2025.
- c Ratification of invoice over \$5,000.00 BrooksWatson & Co., PLLC final invoice for FY 2024 audit in the amount of \$19,600.00.
- d Approval of Resolution 2025-11 appointing members to various boards and committees.
- e Approval of April 17, 2025 Minutes
- f Approval of May 14, 2025 Minutes
- g Approval of May 15, 2025 Minutes

Council Member Cathy Stein asked to remove 8b for further discussion.

A motion was made by Council Member Paul Sweitzer and seconded by Mayor Pro Tem Ed Motley to items a, c, d, e, f, and g.

Motion carried by the following vote:

Ayes: Members King, Lafferty, Motley, Stein and Sweitzer

Nays: None

### **8.b. Consider approval of an agreement with Tarrant County for the collection of taxes for Tax Year 2025.**

After discussion, the City Attorney suggested we take no action so they could see if they could get changes made to the contract to satisfy our concerns and report back next month.

No action taken.

## **9. REGULAR AGENDA**

### **a. Discussion and possible direction action on any necessary changes resulting from the FY 2024-2025 mid-year budget review.**

No action.

### **b. Discussion and possible direction on a credit card processor for city payments.**

Background Information:

Our current vendor for credit card payments for the city is Global Payments. At the April's council meeting Council Member Stein notice a significant increase in payment.

Invoices from December through May Spreadsheet

Justification for Request:

The Risk assessment fees alone went from 6% to 45% between the months of December 2024 and May 2025.

*NOTE:* At the time this report was generated, we were still waiting for a reduction of fees from an advocate on our behalf.

A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Member Cathy Stein for staff to explore other processors and bring information back to council.

Motion carried by the following vote:

Ayes: Members King, Lafferty, Motley, Stein and Sweitzer

Nays: None

### **c. Discussion and possible action on Ordinance No. 2025-07, zoning ordinance regarding telecommunication towers and Resolution 2025-13 City Fee Schedule.**

#### **i. Conduct a public hearing**

#### **ii. Discussion and action**

Background Information:

During a Council Meeting on May 15, 2025, Council asked Planning and Zoning to consider an ordinance regarding telecommunication towers and to provide recommendations.

Planning and Zoning met on June 5, 2025 and recommended an ordinance for Council to consider.

The City has published both the Planning and Zoning June 5, 2025 and Council Meeting June 19, 2025 in the Commercial Recorder.

Also attached is Resolution 2025-13 City fee schedule for permitting of telecommunication towers.

Synopsis of Change:

Article A3.002 Building permits and inspections

(n) Communication Tower: Based on value as set forth in section A3.002(c)

Mayor Bianco opened a public hearing at 7:34 p.m.  
With no one desiring to speak  
Mayor Bianco closed the public hearing at 7:35 p.m.

A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Member John King to approve the ordinance and fee schedule update with the changes discussed and shown below and bring back the revised ordinance for review at next month's council meeting.

- Screening shrubs shall have a mature height of six (6) feet in three years and maintain it at that height by the tower owner.
- Corporate flag –remove corporate flag from the list of flag options when disguised as a flag pole.
- No Flag unless disguised as a flag pole.
- clarify language Stealth telecommunication towers shall be setback one foot for each foot in height from a SF, MF, GH district. Remove “Unless located in such a district and permitted by special exception.” For regular telecommunications towers.
- Add, setbacks of one foot for each foot in height from adjacent lots in SF and GH districts.
- Add appropriate special exception
- Final Action: any action taken by the City Administrator or City Council is a final action.

Motion carried by the following vote:

Ayes: Members King, Lafferty, Motley, Stein and Sweitzer

Nays: None

**d. Discussion and possible action regarding amendments to the FY 2024-2025 budget in the amount not to exceed \$10,000.00.**

No action was taken.

**10. TABLED ITEMS**

None

**11. FUTURE AGENDA ITEMS**

None.

**12. ADJOURN**

The meeting was adjourned at 8:17 p.m.

**MINUTES OF THE REGULAR MEETING OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, CITY COUNCIL HELD ON JULY 17, 2025 AT 7:00 P.M. IN THE COUNCIL CHAMBERS, 2600 ROOSEVELT DRIVE, DALWORTHINGTON GARDENS, TEXAS.**

*While the order of some agenda items may have been changed, the following represents all items discussed and acted upon by the City Council.*

**REGULAR SESSION**

**1. CALL TO ORDER**

Theodore Stout, Mayor for the Day, called the meeting to order at 7:00 p.m. with the following present:

**Members Present**

Laura Bianco, Mayor  
John King, Alderman, Place 1  
Steve Lafferty, Alderman, Place 2  
Cathy Stein, Alderman, Place 3  
Ed Motley, Mayor Pro Tem; Alderman, Place 4  
Paul Sweitzer, Alderman, Place 5

**Staff Present:**

Greg Petty, DPS Director/City Administrator  
Sandra Ma, City Secretary/Court Administrator  
Pam Dwyer, Finance Supervisor

**2. INVOCATION, AND PLEDGES OF ALLEGIANCE**

Mayor Bianco gave invocation. Pledges were said.

**3. PRESENTATIONS AND PROCLAMATIONS**

none

**4. ITEMS OF COMMUNITY INTEREST**

The following items were presented.

- a. **Concert in the Park - Saturday, September 27, 2025 from 7:00-9:00 p.m.**
- b. **National Night Out – Tuesday, October 7, 2025 from 5:30 – 8:30 p.m.**
- c. **Trunk or Treat – Saturday, October 18, 2025 from 5:30 – 7:30 p.m.**
- d. **Movie Night – Saturday, November 8, 2025 Starting at 6:00 p.m.**
- e. **Pictures with Santa – Sunday, December 7, 2025 from 3:00 – 5:00 p.m.**

**5. CITIZEN COMMENTS**

**Citizens who wish to speak to the City Council will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, the City staff and City Council members are prevented from discussing the subject and may respond only with statements of factual information or existing policy.**

Iashia Bergamini 2812 Whisperwood. Invited council members to attend upcoming park board events. Volunteers are needed, especially for Trunk or Treat. Maybe the Council could have a Council Trunk.

**6. MAYOR AND COUNCIL COMMENTS**

Ed Motley: None

Steve Lafferty: Hopes everyone is having a great summer. Kids are out of school, but he looked and it is about to start up again. When school starts, be aware of the school zones.

Paul Sweitzer: For those who missed the Ice Cream Social, it was a wonderful event. Not only was the ice cream great, but the entertainment was as well. He wanted to mention three names. There was a book that was written about DWG called The Day Eleanor Arrives. Mary Webster is the author, Kristy Jarvis is the illustrator, and Cathy Stein is the book designer. He thanked them for putting it all together

Cathy Stein: Thanked all the citizens who came out to the Ice Cream Social. The book was a labor of love that Mary Webster started back in 2019. The goal was to have the book in hand by the ice cream social and we achieved that goal. We sold out of books and this allowed for another order of books to be placed. Copies of the books will be available for purchase at the water window.

Mayor Bianco: Ice Cream Social was a fabulous event. Not only was the ice cream great, but the spirit of community was felt. She felt proud to be a citizen in the great country of DWG. She complimented the fire department. DWG was in the 4th of July parade when we had a fire at Gold Braids. Arlington Fire came to help. Our ILA is paying off in leaps and bounds. The fire was immediately put out, but some smoke damage occurred to Campo Verde Restaurant. She also complimented Mary Webster on the extraordinary book. She asked to keep the Henderson and Durand family in your thoughts.

## **7. DEPARTMENTAL REPORTS**

*Informational reports only; no action to be taken.*

- a. Director of Public Safety/City Administrator Report**
- b. Financial Reports**
- c. Quarterly Reports**

Departmental Reports were presented.

## **8. CONSENT AGENDA**

*All consent items are considered to be routine and will be enacted by one motion and vote.*

- a. Consider approval of an agreement with Tarrant County for the collection of taxes for Tax Year 2025.
- b. Consider Resolution No. 2025-13 finding that Oncor Electric Delivery Company LLC's application for approval to amend its Distribution Cost Recovery Factor to increase distribution rates within the city should be denied.

A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Member Steve Lafferty to approve the consent agenda.

Motion carried by the following vote:

Ayes: Members King, Lafferty, Motley, Stein and Sweitzer

Nays: None

**Mayor for the Day Theodore Stout turned the meeting over to Mayor Bianco for the Regular Agenda.**

## **9. REGULAR AGENDA**

- a. Discussion and possible direction on a credit card processor for city payments.**

Background Information: At the June council meeting, council requested an agenda item to discuss the existing Open Edge Global Payments contract and any potential to consider new contracts for credit card processing, online payments and text to pay. Staff met with Joe Conger from Tyler Payments. We have a quote for their services

A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Member Cathy Stein for staff to further review this and bring back a comparison at next month's council meeting for council to consider a contract.

Motion carried by the following vote:

Ayes: Members King, Lafferty, Motley, Stein and Sweitzer

Nays: None

**b. Discussion and possible action regarding Ordinance No. 2025-07 Telecommunication Towers.**

Staff is bringing back Ordinance No 2025-07, Telecommunication Towers, for review at the request of council during June's meeting.

A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Member Cathy Stein for staff to make changes and bring the ordinance back to council for final approval of the updates.

Tower Owner Definition

Owner in ordinance to say tower owner 14.02.701 (j)(3) and 14.02.702 (j)(3)

14.02.701 Telecommunication Tower

(f)(2) remove: "When incorporated into the approved design, light fixtures used to illuminate ballfields, parking lots or other similar areas may be attached to a telecommunication tower."

(j)(2) (j)(2) remove person who constructed the facility, by the person who operates the facility, by the, change property owner to tower owner

(j)(3) Change "notify the planning and development department" to "notify the city secretary" 14.02.702 Stealth Telecommunication Towers

(b)(1) add or if located adjacent to these uses,

(f)(1) remove when incorporated into the approved design, light fixtures used to illuminate ball fields, parking lots or other similar areas may be attached to a telecommunication tower.

Section 2 Special Exception (28) change district requiring city council approval to SF, GH, and Municipal Parks

Motion carried by the following vote:

Ayes: Members King, Lafferty, Motley, Stein and Sweitzer

Nays: None

**c. Discussion and possible action regarding amendments to the FY 2024-2025 budget in amounts not to exceed \$10,000.00.**

No action was taken

**d. Discussion and possible action to accept Amendment #1 to Broadacres Lane Capital Improvement Project.**

Background Information: At May's 2025 council meeting, City Council asked Kimley Horn to come back with a proposal for design effort for removal and replacement of the water and sanitary sewer infrastructure on Broadacres Lane.

A motion was made by Mayor Pro Tem Ed Motley and seconded by Steve Lafferty to approve Amendment #1 Broadacres Lane Capital Improvement Project as long as staff verifies this is preliminary design.

Motion carried by the following vote:

Ayes: Members King, Lafferty, Motley, Stein and Sweitzer

Nays: None

**10. TABLED ITEMS**

None

**11. FUTURE AGENDA ITEMS**

None.

**Mayor Bianco turned the meeting back to Mayor for the Day Theodore Stout for the next item.**

**12. ADJOURN**

The meeting was adjourned at 7:46 p.m.

**MINUTES OF THE SPECIAL MEETING OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, CITY COUNCIL HELD ON July 31, 2025 AT 6:30 P.M. IN THE COUNCIL CHAMBERS, 2600 ROOSEVELT DRIVE, DALWORTHINGTON GARDENS, TEXAS.**

*While the order of some agenda items may have been changed, the following represents all items discussed and acted upon by the City Council.*

**1. CALL TO ORDER**

Mayor Bianco called the meeting to order at 6:30 p.m. with the following present:

**Members Present:**

Laura Bianco, Mayor  
John King, Alderman, Place 1  
Steve Lafferty, Alderman, Place 2  
Cathy Stein, Alderman, Place 3  
Ed Motley, Mayor Pro Tem; Alderman, Place 4  
Paul Sweitzer, Alderman, Place 5

**Staff Present:**

Greg Petty, DPS Director/City Administrator  
Sandra Ma, City Secretary/Court Administrator  
Pam Dwyer Finance Supervisor

**2. CITIZEN COMMENTS**

None.

**3. ACTION ITEM for FY 2024-2025 BUDGET**

**i. Discussion and possible action to approve the purchase of various items for the FY 2024-2025 Budget**

none

**4. CONDUCT BUDGET WORK SESSION FOR FY 2025-2026 BUDGET**

Work session conducted.

**5. ADJOURN**

The meeting was adjourned at 7:59 p.m.

**MINUTES OF THE SPECIAL MEETING OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, CITY COUNCIL HELD ON August 7, 2025 AT 6:00 P.M. IN THE COUNCIL CHAMBERS, 2600 ROOSEVELT DRIVE, DALWORTHINGTON GARDENS, TEXAS.**

*While the order of some agenda items may have been changed, the following represents all items discussed and acted upon by the City Council.*

**1. CALL TO ORDER**

Mayor Bianco called the meeting to order at 6:00 p.m. with the following present:

**Members Present:**

Laura Bianco, Mayor  
John King, Alderman, Place 1  
Steve Lafferty, Alderman, Place 2  
Cathy Stein, Alderman, Place 3  
Ed Motley, Mayor Pro Tem; Alderman, Place 4  
Paul Sweitzer, Alderman, Place 5

**Staff Present:**

Greg Petty, DPS Director/City Administrator  
Sandra Ma, City Secretary/Court Administrator  
Pam Dwyer Finance Supervisor

**2. EXECUTIVE SESSION**

**Recess into Executive Session**

City Council recessed into Executive Session at 6:03 p.m.

**i. Pursuant to Texas Government Code 551.074, Personnel Matters, regarding the City Administrator, City Secretary, Finance Director, Public Works Director.**

**b. Reconvene into Regular Session for discussion and possible action on:**

**i. Personnel Matters, regarding the City Administrator, City Secretary, Finance Director, Public Works Director.**

City Council reconvened from Executive Session at 6:59 p.m. Mayor Bianco directed staff to take the action discussed in executive session.

**3. ACTION ITEM for FY 2024-2025 BUDGET**

**i. Discussion and possible action to approve the purchase of various items for the FY 2024-2025 Budget**

none

**4. CONDUCT BUDGET WORK SESSION FOR FY 2025-2026 BUDGET**

Work session conducted.

**5. DISCUSSION AND POSSIBLE ACTION FOR THE FY 25-26 BUDGET**

Budget Meeting #3 is set for August 13, 2025 at 6:00 p.m.

**5. ADJOURN**

The meeting was adjourned at 7:46 p.m.

## City Council

### Staff Agenda Report

### Agenda Item: 8a.

**Agenda Subject:** Discussion and possible action of a Special Exception Application for motor vehicle sales – indoor: Showroom wholly within a building; no vehicle display visible from outside the building; detailing for sale but no mechanical work allowed; no outside storage, in accordance with the City of Dalworthington Garden’s Zoning Ordinance subsection (a)(15) of Section 14.02.224, Business located at 2227 Michigan Ave Suite B, Dalworthington Gardens, Texas.

| Meeting Date:   | Financial Considerations:  | Strategic Vision Pillar:  |
|-----------------|--|---|
| August 21, 2025 | <b>Budgeted:</b><br><br><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Financial Stability<br><input checked="" type="checkbox"/> Appearance of City<br><input checked="" type="checkbox"/> Operations Excellence<br><input type="checkbox"/> Infrastructure Improvements/Upgrade<br><input type="checkbox"/> Building Positive Image<br><input type="checkbox"/> Economic Development<br><input type="checkbox"/> Educational Excellence |

#### Background Information:

City Ordinance 14.02.224 (a) (15) motor vehicle sales Indoor: Showroom wholly within a building; no vehicle display visible from outside the building; detailing for sale but no mechanical work allowed; no outside storage. Motor vehicle sale as provided herein are only permitted pursuant to a special exception as provided in division 8 or this article.

The City has received a special exception application from Richard Hinton in accordance with City Ordinance Section 14.02.224(a)(15).

Consideration for special exceptions should abide by the following guidelines from the ordinance. They differ from variances in that a hardship is not required to be shown or proven.

Notifications of tonight’s public hearing was sent to all property owners within 200 feet of the subject property as well as being posted in the Commercial Record. The city has received 1 response with no objections.

**The Planning and Zoning Commission** met on August 14, 2025, and recommended approval of this special exception.

**Recommended Action/Motion:** Motion to approve or deny a Special Exception Application for motor vehicle sales-indoor; Showroom wholly within a building; no vehicle display visible from outside the building; detailing for sale but no mechanical work allowed; no outside storage, in accordance with the City of Dalworthington Garden’s Zoning Ordinance subsection (a)(15) of Section 14.02.224, Business located at 2227 Michigan Ave Suite B, Dalworthington Gardens.

#### Attachments:

Ordinance 14.02.224 (a)(15)  
Certificate of Occupancy Application and Special Exception Application  
200 feet Map  
200 Notice Address List  
Public Hearing Notice Response  
Poof of Publication

**§ 14.02.224. “B-3” business district.**

(a) Permitted uses. A building or premises in this district shall be used only for the following purposes:

- (1) Any use permitted in the “B-2” district.
- (2) Auto-related uses:
  - (A) Auto repair and service, under the following conditions:
    - (i) Areas used for the repair of vehicles shall not occupy a required yard.
    - (ii) No salvage, dismantling or wrecking on premises.
    - (iii) No vehicle sales permitted.
  - (B) Sale of automotive accessories.
- (3) Food service:
  - (A) Bakery or confectionery, wholesale.
  - (B) Restaurant or cafe, with drive-in or pickup service.
- (4) Antique shop or secondhand goods store.
- (5) Cold storage plant (locker rental).
- (6) Cleaning, pressing and dyeing, under the following conditions:
  - (A) No direct exterior exhaust from cleaning plant.
  - (B) Dust must be controlled by either bag or filter and separator or precipitator so as to eliminate the exhausting of dust, odor, fumes or noise outside the plant.
- (7) Wholesale offices.
- (8) Philanthropic institutions.
- (9) Custom cabinet making, upholstery and woodworking shops of craftsmen.
- (10) Plumbing, electrical, air conditioning sales and/or service shop.
- (11) Building material or lumber sales.
- (12) Business park: office, retail and warehouse, not to exceed 10,000 square feet per building; not less than 25% of building area to be used for office or retail. Type I fire resistant construction required.
- (13) Schools, clubs or centers for gymnastics, exercise, or physical fitness.
- (14) Pet hotel: Kennels for dogs, cats and other common household pets, providing temporary overnight housing. Facilities must be soundproof, air-conditioned, with no outdoor housing of animals. Fenced and screened outdoor area allowed for daytime

exercise of animals while in the control of human attendants. Must be under direct supervision of licensed veterinarian.

- (15) Motor vehicle sales - Indoor: Showroom wholly within a building; no vehicle display visible from outside the building; detailing for sale but no mechanical work allowed: no outside storage. Motor vehicle sales as provided herein are only permitted pursuant to a special exception as provided in division 8 of this article.
  - (16) Sale of alcoholic beverages for off-premises consumption (package sales).
  - (17) Smoking establishments in accordance with the standards as provided in subsection (b)(7) below.
  - (18) Brewpub, but only pursuant to a special exception as provided in division 8 of this article.
  - (19) Winery, but only pursuant to a special exception as provided in division 8 of this article.
  - (20) Customarily incidental uses.
- (b) Restrictions on use. The uses in this district described in subsection (a) above shall be permitted, however, only upon the following conditions:
- (1) There shall be no outside storage of merchandise, except as provided in subsection (b)(6) of this section.
  - (2) In connection with any permitted use conducted within an enclosed building, there shall be allowed as an accessory use the display of merchandise out-of-doors, subject to the following limitations:
    - (A) All sales of such merchandise shall be consummated indoors, and no cash register or package wrapping counter shall be located out-of-doors.
    - (B) The merchandise displayed out-of-doors shall not be readily identifiable by type or product name from adjacent public streets by reason of package labels, sales tags, markers, or otherwise. Only new merchandise may be displayed.
    - (C) Merchandise displayed out-of-doors must be within the required building setback lines of the property and shall be placed on impervious surfaces only.
    - (D) Outdoor area devoted to display shall not exceed in area one-half the floor area of the permitted use conducted in an enclosed building on the same property.
    - (E) Merchandise shall not be displayed at a height of more than ten (10) feet within ten (10) feet of the building and not more than six (6) feet in height elsewhere.
    - (F) For the purpose of this section, the location of merchandise outdoors and not taken indoors when the business is not open shall be deemed to be the storage and not the display of merchandise.
  - (3) The impervious surface percentage in this district shall not exceed 80%.

- (4) Drive-up windows shall be permitted when there is not less than 60 feet of driveway vehicle waiting capacity per window, exclusive of other parking and access requirements for the property.
- (5) Any use shall comply with the applicable special conditions of table 14.02.221.
- (6) Notwithstanding the provisions of subsection (b)(1) of this section, outside display and storage of merchandise shall be permitted when it is of a kind or character that is commonly stored or displayed outside of an enclosed building, such as a nursery, garden store or business otherwise offering for sale at retail merchandise that is not readily or customarily kept indoors. Any such display and storage shall be allowed, subject to the following limitations:
  - (A) Open storage in any portion of the premises not open to public or customer access shall be screened from public streets, adjacent property and other portions of the premises.
  - (B) Stored merchandise shall be that merchandise for which the point of sale at retail is on the same premises.
  - (C) The display or storage shall comply with the provisions of subsections (2)(A) through (C) and with the parking provisions of this article.
  - (D) There shall be no storage of merchandise under this subsection (6) in any vehicle, trailer, portable building or portable container.
- (7) Smoking establishments: Subject to the following restrictions and regulations:
  - (A) Any smoking establishment seeking a certificate of occupancy after October 1, 2012 must be located at least 1,000 feet from any other smoking establishment.
  - (B) The distance of 1,000 feet shall be measured in a direct line as the crow flies from property line to property line of the smoking establishments without regard to streets, walkways, walls or any other obstruction.
- (c) Planned development regulations. When land within this district is made part of a planned development, yards abutting adjacent non-PD property shall be not less than 25 feet.  
(Ordinance 2018-17 adopted 9/20/18; Ordinance 2019-05, sec. 3, adopted 7/18/19; Ordinance 2023-25 adopted 12/21/2023)



CERTIFICATE OF OCCUPANCY  
APPLICATION

CITY OF DALWORTHINGTON GARDENS  
2600 Roosevelt Drive, DWG, TX 76016  
TEL. 817-274-7368 [www.cityofdmg.net](http://www.cityofdmg.net)  
email: [permits@cityofdmg.net](mailto:permits@cityofdmg.net)

Permit Number 2787

A non-refundable \$100.00 processing fee is required with application submittal along with Photo Identification

Application Date 6-30-25 (application will expired after 60 days of submittal)

Address of Use 2227 Michigan Ave DWG 76013 Suite No. B

Business Name Apple Remarketing Phone # 817-271-8364

Proposed Use of Building (be specific) Wholesale Cars only

Nature of Business (Check all that apply)  
☐ Auto Repair ☐ Manufacturing ☐ Office ☐ Restaurant  
☐ Retail ☐ School ☐ Warehouse  
☒ Other Wholesale Cars NO OUT SIDE STORAGE

Number of Square Feet to be used for the following:

Total Area 500 Office 500 Warehouse use 0

Will signs be replaced or installed? ☒ Yes ☐ No Is this a sub-lease? ☐ Yes ☒ No

Is your business required to collect sales tax? Yes ☒ No Unsure

If Yes, list your sales tax permit number and business name  
(sales tax #) (business name)

Type of Application (check all that may apply)

☐ New Construction/Shell ☐ Change of Ownership ☒ Change of Occupant/ New Business  
☐ Clean & Show (over 30 days) ☐ Existing Business/New Owner ☐ Existing Business Name Change  
☐ Expanding Lease Space ☐ Other

Occupant/Lessee Name Apple Remarketing

Phone Number 817-271-8364 Cell Phone 817-271-8364 Fax Number

Email Address Rhinton25@icloud.com / Richard.Rhinton@yahoo.com

Mailing Address (other than application address) 7309 Monticello Parkway

Building Owner Name Richard Hinton

Mailing Address 7309 Monticello Parkway Colleyville TX 76034

Phone Number Cell Phone 817-271-8364 Fax Number

Email Address richard.hinton@yahoo.com

Emergency Contact

Name Sharon Hinton Phone Number 214-417-8784

Name Phone Number



## CERTIFICATE OF OCCUPANCY INFORMATION

CITY OF DALWORTHINGTON GARDENS  
2600 Roosevelt Drive, DWG, TX 76016  
TEL. 817-274-7368 [www.cityofdmg.net](http://www.cityofdmg.net)  
email: [permits@cityofdmg.net](mailto:permits@cityofdmg.net)

A Certificate of Occupancy is required for

- A new building and/or structure
- A new owner for an existing building, structure or business
- A new use, tenant, or occupancy in an existing building, structure or tenant space
- A remodeled, altered, or expanding building, structure or tenant space
- A change in name of an existing business
- A clean and show (temporary power for 30 days maximum)

The owner and/or tenant must complete and submit a certificate of occupancy application accompanied with the required non-refundable application processing fee of \$100.00 along with picture identification.

Application will be evaluated for code and ordinance compliance. The process may take up to 5-10 business days.

If no additional information is needed, required inspections can be conducted.

If violations are noted during the inspection process a correction notice will be issued. Otherwise, the application will be approved and issued upon successful completion of inspection

Application submittal will expire after 60 days of acceptance by city official. To re-apply, another \$100.00 non-refundable application fee will be assessed.

The applicant is responsible to schedule inspections with Safebuilt once your application has been approved.

If the proposed new business is not similar to the previous use or if new equipment and/ or a new operation/process is proposed the applicant must first submit a floor plan, equipment layout, letter describing the new operation along with a \$100.00 review fee for evaluation, or a building permit in which the applicant must clearly show compliance with adopted codes and ordinances. A permit will be required and must be secured prior to a certificate of occupancy submittal.

With an active building permit the owner and/or tenant must complete and submit a certificate of occupancy application which will be approved and issued upon construction, approval from all departments performing inspections and securing a building final.

**\*\* Please note when filing your business's sales tax reports, DWG has two local codes, Dalworthington Gardens 2220264 at a tax rate of 1.5% and Dalworthington Gardens Crime Control 5220601 at a tax rate of 0.05%**

A certificate of occupancy is issued after the application is reviewed, the building or structure is inspected and it is determined that no violations exist of any provisions of the City of Dalworthington Gardens adopted codes or ordinances.

Posting of a certificate of occupancy certificate shall be posted in or upon the premises to which they apply so that they are readily visible to anyone entering the premises.

Sign permits will only be issued after a certificate of occupancy is issued. Signage for business must match the name on the certificate of occupancy.

**Note: The building official may, in writing, suspend or revoke a certificate of occupancy if issued in error, or on the basis of incorrect information provided, or when it is determined that the building, structure or portion thereof is in violation of any ordinance, regulation or code adopted by the City of Dalworthington Gardens.**

**A Fire Inspection will be conducted annually. Invoice will be sent to the address listed in this application. The cost of inspection is set by city ordinance and can be found in our fee schedule.**

Office Use Only

Amount Paid \$100.00 Date Received 7/7/2025 Receipt Number 06273846

Clerk C. Numben Zone B-3

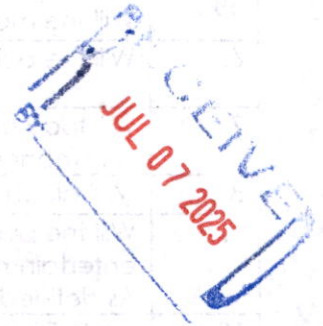
Approved by \_\_\_\_\_

Inspected by \_\_\_\_\_ Special Conditions \_\_\_\_\_

TXU Release Date \_\_\_\_\_ Confirmation Number \_\_\_\_\_

Fire Inspection Date \_\_\_\_\_ Approved by \_\_\_\_\_

Gas Line Inspection Needed ☐ Yes ☐ No



| C. O. Questionnaire |  | YES                                 | NO                                  |
|---------------------|--|-------------------------------------|-------------------------------------|
| 1.                  | Are you enlarging an existing tenant space by combining suites, or portions of suites?<br>If yes, list lease spaces being combined _____   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2.                  | Will you store, use, dispense or mix flammable or combustible liquids for purposes other than maintenance for operation of equipment?<br>If yes, specify the type of product and the projected quantities _____  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3.                  | Will there be any spray painting on the premises?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 4.                  | Will you handle or use any hazardous or toxic chemicals such as but not limited to oxidizers, corrosive liquids, poisonous gases and radioactive materials?<br>If yes, specify the type and projected quantities _____   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 5A                  | Will the principal use of the building or tenant space be used for storage?<br>If yes what materials will be stored? _____<br>What percentage will be used for storage? _____  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 5B                  | How high will materials be stacked? _____<br>Will the materials be stored on racks?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 6.                  | Will the building be equipped with a <input checked="" type="checkbox"/> fire sprinkler system <input type="checkbox"/> standpipe system<br><input type="checkbox"/> hood ansul system   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 7.                  | Will food or beverages be manufactured, packaged, stored, distributed, sold or prepared in any manner other than vending machines?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 8.                  | Will alcoholic beverages be sold for consumption on the premises?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 9.                  | Will the building or tenant space be used for a sexually-oriented business or adult entertainment<br>As defined within the Code of Ordinance Chapter 17.8.C.15   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 10.                 | Trash Disposal <input checked="" type="checkbox"/> Rented Dumpster <input type="checkbox"/> Curb-Side Pick-Up  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 11.                 | I have installed or plan to install an alarm system. (Notify DPS and obtain a \$10.00 permit)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 12.                 | Will any goods, merchandise or raw materials be stored outdoors?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 13.                 | Will any goods or merchandise be displayed outdoors?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 14.                 | Will used goods be sold on the premises?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 15.                 | Will you be performing any of the following processes on the premises? If yes, check:<br><input type="checkbox"/> Manufacturing <input type="checkbox"/> Treating <input type="checkbox"/> Formulation/Mixing/Processing <input type="checkbox"/> Vehicle Washing  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 16.                 | Will any liquid wastes or sludges be generated which are not disposed of in the sewer system?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 17.                 | Will any form of waste water pre-treatment be utilized at this facility?<br>If yes, briefly describe _____   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 18.                 | Will combustible dust be generated (sawdust, fine metal shavings, grain processing/storage)?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 19.                 | Will a swimming pool be located on the premises?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 20.                 | Will any portion of the building/space be utilized as a classroom, training room or daycare?<br>If yes, <input type="checkbox"/> Age 0-2 ½ _____ (Number of students) <input type="checkbox"/> older than 2 ½ _____ (Number of students)   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 21                  | Will you be performing any of the following activities or processes on the premises?<br>Check all that would apply<br><div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input type="checkbox"/> Restaurant<br/> <input type="checkbox"/> Retail Sales<br/> <input checked="" type="checkbox"/> Office<br/> <input type="checkbox"/> Dance Floor<br/> <input type="checkbox"/> Child Care Center<br/> <input checked="" type="checkbox"/> Personal Services<br/> <input type="checkbox"/> Bar Area<br/> <input type="checkbox"/> Use of Medical Gas<br/> <input type="checkbox"/> Medical/Dental </div> <div style="width: 33%;"> <input type="checkbox"/> Sale of alcoholic Beverages<br/> <input type="checkbox"/> Grocery or Convenience Store<br/> <input type="checkbox"/> Food Products<br/> <input type="checkbox"/> Sanding Mill or Wood Cutting<br/> <input type="checkbox"/> Parts or Vehicle Wash<br/> <input type="checkbox"/> Welding or Cutting<br/> <input type="checkbox"/> Warehouse<br/> <input type="checkbox"/> Smoking Section on Premise<br/> <input type="checkbox"/> Assembly/Gathering/Worship </div> <div style="width: 33%;"> <input type="checkbox"/> Tire Storage<br/> <input type="checkbox"/> Outside Storage or Display<br/> <input type="checkbox"/> Items stacked higher than 12'<br/> <input type="checkbox"/> Incineration<br/> <input type="checkbox"/> Flammable/Combustible Liquids<br/> <input type="checkbox"/> Painting or Coating<br/> <input type="checkbox"/> Manufacturing<br/> <input type="checkbox"/> Formulation/Mixing/Processing<br/> <input type="checkbox"/> On-Site Sewage Facility </div> </div> |                                     |                                     |

I hereby certify that I have completed this questionnaire for 3227 Milwaukie Ave Suite B and know the same to be true and correct. DLS 76013

RICHARD HINTON  
Printed Name

[Signature]  
Signature

6-30-25  
Date

CITY OF DALWORTHINGTON GARDENS  
SPECIAL EXCEPTION APPLICATION

APPLIE REMARKS: RICHARD HINTON  
Applicant's Name (please print)

7-7-25  
Date

2227 MICHIGAN AVE SUITE B  
Address

817-271-8364  
Telephone Number

2227 MICHIGAN AVE SUITE B  
Property Address

RICHARD HINTON 7309 MONTELEONE BLVD  
Property Owner Address Telephone Number

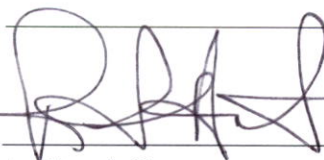
817-583-0420  
Telephone Number

Legal Description of Property

I hereby apply to the Planning and Zoning Commission and City Council for the following special exception.

Be sure to include the following with your application:

- (1) Exact special exception requested;
- (2) Site plan sketch showing location of the use on property;
- (3) A statement as to why the proposed special exception will not cause substantial injury to the value, use or enjoyment of other property in the neighborhood;
- (4) A statement as to how the proposed special exception is to be designed, arranged and operated in order to ensure that development and use of neighboring property in accordance with the applicable district regulations will not be prevented or made unlikely, and that the value, use and reasonable enjoyment of such property will not be impaired or adversely affected; and
- (5) An identification of any potentially adverse effects that may be associated with the proposed special exception and the means proposed by the applicant to avoid, minimize or mitigate such effects.



Applicant's Signature

7-7-25  
Date

For Office Use Only

Fee Amount: \$500.00

Date: 7/7/2025

Receipt Number: CK273846

Transaction Code - 161

City of Dalworthington Gardens Planning and Zoning Commission & City Council

RE: Zoning Request for 2227 Michigan Avenue Suite B – Auto Sales



To Whom It May Concern,

My name is Richard Hinton, owner of Apple Remarketing. I am respectfully submitting a request for zoning approval at 2227 Michigan Avenue Suite B for the purpose of maintaining my Texas Auto Dealer License.

I have been actively involved in the automobile industry since 1975 and have operated Apple Remarketing at this location for over 20 years. In 2007, I obtained zoning approval for Suite A at the same address. Since then, I have significantly scaled back operations and now run a small, wholesale-only office.

Apple Remarketing does not conduct any retail auto sales. All vehicles are purchased at auctions across the state and sold through the same channels which are strictly wholesale. There are no vehicles displayed for sale outside the office, no signage other than a nameplate on the door, and no advertising or online listings.

The office in Suite B is under 500 square feet, containing a single desk and one computer. I am the sole operator, and my business hours are limited to Thursdays from 10:00 a.m. to 1:00 p.m. This office simply serves as a base for paperwork and licensing purposes.

Regarding impact on surrounding neighborhoods and property values: There is none. Apple Remarketing operates similarly to a stock brokerage but for automobiles. There are no outdoor displays, promotional materials, or customer foot traffic. I am requesting the use of one parking space out front, and no additional modifications or activities will occur at the site.

This business is my personal hobby and passion. Over the past two decades of operation at this location, I have never received a complaint from neighbors. I respectfully ask the City of Dalworthington Gardens to recognize that this is not a traditional car dealership, but rather a minimal footprint office used for wholesale license compliance only.

Thank you for your consideration.

Sincerely, Richard Hinton Apple Remarketing





AISD  
2212 Michigan Ave.  
DWG, Texas 76013

Steven Galich & Joann Liv Tr  
2205 Madrid Court  
DWG, Texas 76013

Jou Ching-Hua  
2209 Madrid Court  
DWG, Texas 76013

Elim Investment Group LLC  
2213 Madrid  
DWG, Texas 76013

Elim Investment Group LLC  
2215 Madrid Court  
DWG, Texas 76013

Elim Investment Group LLC  
2217 Madrid Court  
DWG, Texas 76013

Elim Investment Group LLC  
2219 Madrid  
DWG, Texas 76013

Elim Investment Group LLC  
2221 Madrid  
DWG, Texas 76013

Robert Tillman  
2223 Madrid Court  
DWG, Texas 76013

Southern Medical Services Inc  
2218 Michigan Ave  
DWG, Texas 76013

RT Tx Holdings Corp  
2236 Michigan  
DWG, Texas 76013

Galleria Michigan GPRV Partners 51 LLC  
2232 Michigan Ave  
DWG, Texas 76013

Galleria Michigan GPRV Partners 51 LLC  
2238 Michigan Ave  
DWG, Texas 76013

Amel Kohnic  
2209 Michigan Ave  
DWG, Texas 76013

Wescole LLC  
2217 Michigan Ave  
DWG, Texas 76013

2231 Michigan LLC  
2231 Michigan Ave  
DWG, Texas 76013

Rudy Martinez  
2235 Michigan Ave  
DWG, Texas 76013

Rudy Martinez  
3111 W. Arkansas Lane  
DWG, Texas 76013

DFW Midstream  
3000 W Pioneer  
DWG, Texas 76013

LRG Associates  
2900 W. Pioneer Parkway  
DWG, Texas 76013

Brian McGaw  
2106 Roosevelt Drive  
DWG, Texas 76013

Tribos Properties  
2104 Roosevelt Drive  
DWG, Texas 76013



RECEIVED JUL 28 REC'D

## CITY OF DALWORTHINGTON GARDENS

### NOTICE OF PUBLIC HEARINGS

Re: Special Exception for motor vehicle sales – indoor: Showroom wholly within a building; no vehicle display visible from outside the building; detailing for sale but no mechanical work allowed; no outside storage.

To Property Owners within 200' of 2227 Michigan Ave Suite B Dalworthington Gardens, Tarrant County, Texas

Notice is hereby given that the Dalworthington Gardens Planning and Zoning Commission will hold a public hearing on August 14, 2025 at 6:00 p.m. and the Dalworthington Gardens City Council will hold a public hearing on August 21, 2025 at 7:00 p.m., both to be held in the City Hall Council Chambers, 2600 Roosevelt Drive, Dalworthington Gardens, Texas to consider the following:

A Special Exception Application for motor vehicle sales in accordance with the City of Dalworthington Garden's Zoning Ordinance Section 14.02.224 (a)(15), online motor vehicle sales for property located at 2227 Michigan Ave Suite B, Dalworthington Gardens.

This notice has been sent to all owners of real property within 200 feet of the request as such ownership appears on the last approved city tax roll. All interested persons are encouraged to attend the public hearing and express their opinions on the amendment. If you are unable to attend but wish to have your opinions made part of the public record, please mail your opinions to the address below prior to the public hearing. Please include your name, address, and property description on all correspondence.

#### COMMENTS:

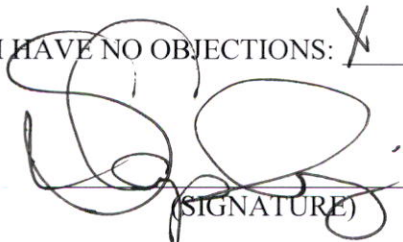
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I AM IN FAVOR: \_\_\_\_\_ I HAVE NO OBJECTIONS: ☒ I HAVE OBJECTIONS: \_\_\_\_\_

STEPHANIE DIAZ  
(PRINTED NAME)

  
(SIGNATURE)

DL Collins Associates, Inc.  
2231 Michigan Ave.  
(ADDRESS)

Arlington, Tx 76013  
(CITY, STATE, ZIP)

MAIL TO:  
CITY OF DALWORTHINGTON GARDENS  
CITY SECRETARY  
2600 ROOSEVELT DRIVE  
DALWORTHINGTON GARDENS, TX 76016

For questions: 817-385-6454 or [sandra@cityofdmg.net](mailto:sandra@cityofdmg.net)

# *Publisher's Affidavit*

STATE OF TEXAS  
COUNTY OF TARRANT

I, JOHN M. BONDURANT, JR., PUBLISHER of the **COMMERCIAL RECORDER**, am over the age of 18, have knowledge of the facts stated herein, and am otherwise competent to make this affidavit. The **COMMERCIAL RECORDER**, of Fort Worth, Tarrant County, Texas, is a newspaper of general circulation which has been published in Tarrant County regularly and continuously for a period of over one year prior to the first day of publication of this notice. The **COMMERCIAL RECORDER** is qualified to publish legal notices according to Article 28e, Revised Civil statutes of Texas.

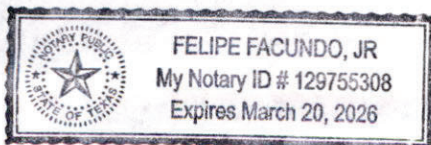
I, solemnly swear that the notice hereto attached was published in the **COMMERCIAL RECORDER**, on the following dates, to-wit:

July 18, 2025



Sworn to and subscribed before me this

18th day of July, A.D. 2025

  
Notary Public, Tarrant County, Texas

## **Public Hearing Notices**

Notice is hereby given that the City of Dalworthington Gardens Planning and Zoning Commission will hold a public hearing on August 14, 2025 at 6:00 p.m. and the Dalworthington Gardens City Council will hold a public hearing on August 21, 2025 at 7:00 p.m., both to be held in the City Hall Council Chambers, 2600 Roosevelt Drive, Dalworthington Gardens, Texas to consider the following:

\* A Special Exception Application for motor vehicle sales - indoor: Showroom wholly within a building; no vehicle display from outside the building; detailing for sale but no mechanical work allowed; no outside storage in accordance with the City of Dalworthington Garden's Zoning Ordinance subsection (a)(15) of Section 14.02.224. Business located at 2227 Michigan Ave Suite B, Dalworthington Gardens.

7-18

**City Council**  
**Staff Agenda Report**

**Agenda Item: 8b.**

|   |   |  |
|---|---|--|
| <b>Agenda Subject:</b> Discussion and possible action to approve the purchase of various items for the FY 2024-2025 Budget. |   |  |
| <b>Meeting Date:</b><br><br>August 21, 2025   | <b>Financial Considerations:</b><br><b>Engineering Review</b><br><br><b>Budgeted:</b><br><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | <b>Strategic Vision Pillar:</b><br><br><input checked="" type="checkbox"/> Financial Stability<br><input type="checkbox"/> Appearance of City<br><input checked="" type="checkbox"/> Operations Excellence<br><input type="checkbox"/> Infrastructure Improvements/Upgrade<br><input type="checkbox"/> Building Positive Image<br><input type="checkbox"/> Economic Development<br><input type="checkbox"/> Educational Excellence |

**Background Information:**

**Recommended Action/Motion:**

**Attachments:**

None

**City Council**  
**Staff Agenda Report**

**Agenda Item: 8c.**

**Agenda Subject:** FY 2025-2026 Proposed City Budget: Any necessary discussion or action on changes to the proposed budget only. Official public hearing and budget adoption will take place at the September 18, 2025 Council Meeting.

|   |  |   |
|---|--|---|
| <b>Meeting Date:</b><br><br>August 21, 2025 | <b>Financial Considerations:</b><br><br><b>Budgeted:</b><br><br><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | <b>Strategic Vision Pillar:</b><br><br><input checked="" type="checkbox"/> Financial Stability<br><input checked="" type="checkbox"/> Appearance of City<br><input checked="" type="checkbox"/> Operations Excellence<br><input checked="" type="checkbox"/> Infrastructure Improvements/Upgrade<br><input checked="" type="checkbox"/> Building Positive Image<br><input checked="" type="checkbox"/> Economic Development<br><input checked="" type="checkbox"/> Educational Excellence |
|---|--|---|

**Background Information:**

This item is provided as a mechanism by which to discuss any changes to the proposed budget. Any action on this item would not constitute final adoption of the fiscal year budget, but only changes to the proposed budget.

Staff will present any additional budget changes the night of the meeting.

**Recommended Action/Motion:**

Take any action to make changes to the proposed budget.

**Attachments:**

none

**City Council**  
**Staff Agenda Report**

**Agenda Item: 8d.**

**Agenda Subject:** Discussion and possible action on setting the maximum proposed ad valorem tax rate; setting date for a public hearing on the proposed tax rate; and setting the date at which City Council will adopt the FY 2025-2026 ad valorem tax rate.

|   |   |  |
|---|---|--|
| <b>Meeting Date:</b><br><br>August 21, 2025 | <b>Financial Considerations:</b><br><b>Engineering Review</b><br><br><b>Budgeted:</b><br><br><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | <b>Strategic Vision Pillar:</b><br><br><input checked="" type="checkbox"/> Financial Stability<br><input type="checkbox"/> Appearance of City<br><input checked="" type="checkbox"/> Operations Excellence<br><input type="checkbox"/> Infrastructure Improvements/Upgrade<br><input type="checkbox"/> Building Positive Image<br><input type="checkbox"/> Economic Development<br><input type="checkbox"/> Educational Excellence |
|---|---|--|

**Background Information:**

Chapter 26 of the Tax Code outlines requirements for the notice, hearing, and vote on tax rates.

In accordance with Chapter 26, Council will be:

- Voting on a proposed tax rate of which cannot be exceeded when the tax rate is adopted at the September 18, 2025 meeting
- Scheduling and stating the date of a public hearing
- Scheduling and stating the date at which Council will adopt the 2025-2026 tax rate

**Recommended Action/Motion:**

Motion to approve a proposed ad valorem tax rate not to exceed \$.625342 per \$100 of taxable value; setting the date, time, and location for both a public hearing date and tax rate adoption date as Thursday, September 18, 2025 at 7:00 p.m. to be held in the City Hall Council Chambers, 2600 Roosevelt Drive, DWG, Texas 76016.

**Attachments:**

None

**City Council**  
**Staff Agenda Report**

**Agenda Item: 8e.**

**Agenda Subject:** Discussion and possible action regarding Ordinance No. 2025-07 Telecommunication Towers.

|   |  |  |
|---|--|--|
| <b>Meeting Date:</b><br><br>August 21, 2025 | <b>Financial Considerations:</b><br><br><b>Budgeted:</b><br><br><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | <b>Strategic Vision Pillar:</b><br><br><input type="checkbox"/> Financial Stability<br><input type="checkbox"/> Appearance of City<br><input checked="" type="checkbox"/> Operations Excellence<br><input type="checkbox"/> Infrastructure Improvements/Upgrade<br><input type="checkbox"/> Building Positive Image<br><input type="checkbox"/> Economic Development<br><input checked="" type="checkbox"/> Educational Excellence |
|---|--|--|

**Background Information:**

Council reviewed Ordinance 2025-07 and made changes at last month's meeting. Staff is bringing back the ordinance for review and approval.

**Recommended Action/Motion:** Approve Ordinance 2025-07, Telecommunication Towers

**Attachments:**

Red-Line Version

Clean Version

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

AN ORDINANCE OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, ADDING DIVISION 16, "TELECOMMUNICATION TOWERS," TO ARTICLE 14.02, "ZONING ORDINANCE," OF CHAPTER 14, "ZONING," OF THE CODE OF ORDINANCES, CITY OF DALWORTHINGTON GARDENS, TEXAS, TO PROVIDE LOCATION AND DESIGN REGULATIONS FOR TELECOMMUNICATION TOWERS; AMENDING ARTICLE 14.02.321, "SPECIAL EXCEPTIONS," OF DIVISION 8, "SPECIAL EXCEPTIONS AND OTHER PERMITS," OF CHAPTER 14, "ZONING," TO ADD SPECIAL EXCEPTIONS FOR TELECOMMUNICATION TOWERS AND STEALTH COMMUNICATION TOWERS IN CERTAIN DISTRICTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Dalworthington Gardens, Texas (the "City"), is a Type-A general law municipality located in Tarrant County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the State of Texas has delegated to each municipality the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public, subject to state law; and

**WHEREAS**, the Zoning Ordinance of the City regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to amend the Zoning Ordinance, City of Dalworthington Gardens, Texas, to provide restrictions on the placement and design of telecommunication towers; and

**WHEREAS**, the Planning and Zoning Commission of the City ~~of Dalworthington Gardens, Texas~~, held a public hearing on June 5, 2025, and the City Council of the City ~~of Dalworthington Gardens, Texas~~, held a public hearing on June 19, 2025, with respect to the Zoning Ordinance text amendment provided herein; and

**WHEREAS**, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Zoning Ordinance of the City, ~~of Dalworthington Gardens~~, and all other laws dealing with notice, publication, and procedural requirements for these text amendments.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, THAT:**

**SECTION 1.**

Article 14.02, "Zoning Ordinance," of Chapter 14, "Zoning," of the Code of Ordinances, City of Dalworthington Gardens, Texas, is hereby amended by adding Division 16, "Telecommunication Towers," to read as follows:

**"Division 16 Telecommunications Tower and Stealth Telecommunication Tower**

**§14.02.700 Definitions.**

**Final action.** An action that marks the consummation of the governing body's decision-making process.

**Owner.** See: Tower Owner.

**Stealth telecommunication tower.** A facility that is designed in such a way that the facility is not readily recognizable as a telecommunication tower or telecommunication equipment. Stealth facilities may include, but are not limited to, totally enclosed antennas; wireless facilities that replicate, duplicate, or simulate the construction of common structures such as flagpoles, monopoles with totally enclosed antennas, or light poles and that serve as a function of the use(s) of the site; and camouflaged wireless facilities that are constructed to blend into the surrounding environment.

**Telecommunication tower.** A facility, including self-supporting lattice towers, guy towers, or monopole towers, but not including stealth telecommunication towers, designed to support one or more antennas and to contain ancillary facilities designed and used for the purpose of transmitting, receiving, and relaying voice, data, and other similar signals to or from various wireless communication devices. For purposes of this definition, amateur radio transmission facilities not used for commercial purposes and facilities used exclusively for the transmission of television and radio signals are not telecommunication towers.

**Tower oOwner.** The person or entity that owns the telecommunication tower. Council wants to make "tower owner" a specific definition to cover both "owner" and "tower owner" throughout. They'd like to just change "owner" to "tower owner" throughout, but also add a definition in case we miss one.

**Commented [ES1]:** Is this the correct content for the definition?

**§14.02.701 Telecommunication towers.**

- (a) All telecommunications towers shall be erected and operated in compliance with current Federal Communications Commission (FCC) and Federal Aviation Administration (FAA) rules and regulations and other applicable federal, state, and local standards.

- (b) Towers shall be designed and built to accommodate a minimum of two (2) wireless providers, if over seventy-five (75) feet in height. The ~~owner of the tower~~ tower owner must certify to the city that the tower is available for use by other telecommunications service providers on a reasonable and nondiscriminatory basis.
- (c) Telecommunication towers will be allowed in the following districts:
- (1) Allowed by right in the Industrial zoning district.
  - (2) Allowed by special exception in the "B-1", "B-2", and "B-3" zoning districts.
  - (3) Not allowed in residential zoning districts "SF", "MF", and "GH" districts or in municipal parks.
  - (4) Not allowed on properties adjacent to streets or thoroughfares that are not more than fifty (50) feet wide and adjacent to SF, MF, or undeveloped land that is designated for residential use by zoning or deed restrictions.
- (d) Setback requirements.
- (1) Telecommunication towers shall be setback one (1) foot for each foot in height from a SF, MF, or GH district.
- (e) Letter of authorization. A letter of authorization signed by the property owner granting the agent/applicant the authority to represent the property owner if the applicant is required to seek a grant of approval from the City Council or any other board or commission.
- (f) Construction requirements.
- (1) All telecommunication towers shall be of monopole construction.
  - (2) Telecommunication towers shall not be illuminated by artificial means or shall display strobe lights or other warning lighting unless required by the FAA or any other federal, state, or city law, rule, or regulation. Any lighting shall be shielded or directed so as not to project directly onto adjacent property zoned residential or any residential use. ~~When incorporated into the approved design, light fixtures used to illuminate ball fields, parking lots or other similar areas may be attached to a telecommunication tower.~~
  - (3) All new telecommunication towers must be constructed to support at least two (2) separate antenna arrays. In addition, any new telecommunication tower must be able to support at least one (1) additional antenna for every fifteen (15) feet (or fraction thereof) above sixty (60) feet in height and provide the ground space for any equipment necessary for the operation of additional antenna.
- (g) Screening, fencing, and landscaping requirements. All telecommunications towers and

support facilities shall have the following:

- (1) In order to protect the aesthetic integrity of adjacent properties, the station site shall be screened by a wrought iron type fence along boundary lines that front a dedicated public street right-of-way of any type, or that front a private street right-of-way dedicated for public use. Brick or stone columns shall be constructed on approximately fifty (50) foot centers for such fence. Screening shrubs shall be installed around the fence and screen from view the associated structures. All screening shrubs shall be a minimum of three (3) feet in height at planting, and the potential to grow to a mature height of six (6) feet in three (3) years and must have a permanently installed irrigation system that provides total water coverage to all plant materials. The vegetation shall be kept in an attractive state and in good condition at all times by the tower owner; or
  - (2) Screening shrubs shall be installed around a fence and screen from view the associated structures. All screening shrubs shall be a minimum of three (3) feet in height at planting and the potential to grow to a mature height of six (6) feet in three (3) years, and must have a permanently installed irrigation system that provides total water coverage to all plant materials. The vegetation shall be kept in an attractive state and in good condition at all times by the ~~T~~tower ~~O~~owner. The fence may not be constructed of wood.
- (h) Outdoor storage. No outdoor storage of vehicles, materials, or equipment is permitted. Equipment not used in direct support of the facility shall not be stored or parked on the premises unless a technician is present.
- (i) Commercial message prohibited. No signs, including commercial advertising, logos, political signs, flyers, flags or banners, graphics or other attention devices shall be allowed on any part of the telecommunication tower or ancillary support facilities except for warning and safety signage.
- (j) Removal.
- (1) Upon cessation for more than one hundred and eighty (180) days of the use of a telecommunication tower structure for the support of active communications antennas, the ~~owner~~tower owner of record must notify the planning and development department. Disconnection of electric service for more than one hundred and eighty (180) days at the telecommunications tower site shall be considered cessation of use.
  - (2) All transmission telecommunications towers or antennas shall be removed by the ~~person tower owner who constructed the facility, by the person who operates the facility, or by the property owner~~ within one (1) year from the time the facilities have ceased being used to transmit, receive or relay voice and data signals to or from wireless communications devices.

(3) The person who constructed the facility, the person who operates the facility or ~~tower owner~~ ~~owner~~ of record must notify the ~~planning and development department~~ city secretary of any change in the status of the telecommunication tower. If the use of the antennas on the telecommunication tower has not been restored within the one-year period from the time the facilities have ceased being used to transmit, receive or relay voice and data signals to or from wireless communication devices, the telecommunication tower must be removed and the telecommunication tower site restored to its original condition to a depth of two (2) feet, at the ~~tower owner's~~ owner's expense.

(k) Fees. Notwithstanding any other provision of this ordinance, the city may require, as part of any application fees for a telecommunication facility, an amount sufficient to recover all of the city's costs in retaining consultants to verify statements made in conjunction with the permit application, to the extent that verification requires telecommunication expertise.

§14.02.702 **Stealth telecommunication towers.**

(a) Stealth telecommunication towers will be allowed in the following districts:

- (1) Allowed by right in "MF", "B-1", "B-2", "B-3", and "LI" zoning districts;
- (2) Allowed by special exception in residential districts "SF" and "GH" or municipal parks; and
- (3) Allowed by special exception on properties adjacent to streets or thoroughfares that are not more than fifty (50) feet wide and adjacent to SF, MF, or undeveloped land that is designated for residential use by zoning or deed restrictions.

(b) Setback requirements.

- (1) Stealth telecommunication towers shall be setback one (1) foot for each foot in height from a SF, MF, or GH district or use, or if located adjacent to these uses, unless located in such a district and permitted by special exception.

(c) Height. The height of a tower shall not exceed fifty-five (55) feet in height. Height shall be measured from the base of the tower to the highest point of the tower, including any installed antennae and appurtenances.

(d) Administrative approval of stealth telecommunication towers. A monopole flag, athletic light pole, parking or street light pole, or other monopole design with internal antenna for a stealth telecommunication tower design may be approved administratively by the City Administrator, or his or her designee, in any district not requiring a special exception, subject to the following:

- (1) Conforms to the definition of a stealth tower;

- (2) Has a monotone color of light gray or off-white;
  - (3) Displays a light fixture of 175 watts or less, if applicable;
  - (4) Displays an American, or state flag without copy (must meet proper flag etiquette), if applicable;
  - (5) Being appropriately located to functionally serve the use(s) of the site; and
  - (6) Screening the support equipment with a wrought iron type fence along boundary lines that front a dedicated public street right-of-way of any type, or that front a private street right-of-way dedicated for public use. Brick or stone columns shall be constructed on approximately fifty (50) foot centers for such fence, or, in other locations, Screening the support equipment and fence with shrubs that are a minimum of three (3) feet in height at planting, have the potential to grow to a mature height of a minimum of six (6) feet in three (3) years and must have a permanently installed irrigation system that provides total water coverage to all plant materials.
  - (7) Being no more than fifty-five (55) feet in height.
- (e) Design and appearance requirements.
- (1) Any design plan not eligible for administrative approval in accordance with subsection (d) above may apply to the City Council for a special exception. In granting the special exception, the Council shall consider the overall design of the stealth telecommunication tower, including the scale, placement on the site, materials, form, and color.
  - (2) A design plan must be submitted by the applicant at the time of application.
  - (3) The design plan must include:
    - (A) Visual study, visualization, or simulation showing the appearance of the proposed stealth telecommunication tower and ancillary facilities, to scale and in the existing natural or built environment from at least two (2) points of public view;
    - (B) General capacity of the proposed tower, in terms of the number and types of antennas it is designed to accommodate;
    - (C) Statement outlining the rationales for the particular location, design, and height of the stealth telecommunication tower;
    - (D) Landscape plan drawn to scale showing the proposed and existing fencing and landscaping, including type, spacing, size, and irrigation methods;

- (E) Visual depiction or architect's rendering (drawn to scale) of the stealth telecommunications tower; and
- (F) Site plan (drawn to scale) indicating the location and height of the stealth telecommunication tower, with ancillary facilities, as well as their proximity to buildings and to other structures on adjacent properties to include a radius of two hundred (200) feet.

(f) Construction requirements.

- (1) Stealth telecommunication towers shall not be illuminated by artificial means or shall display strobe lights or other warning lighting unless required by the FAA or any other federal, state, or city law, rule, or regulation. Any lighting shall be shielded or directed so as not to project directly onto adjacent property zoned residential or any residential use. ~~When incorporated into the approved design, light fixtures used to illuminate ball fields, parking lots or other similar areas may be attached to a telecommunication tower.~~
- (2) Any new stealth telecommunication tower must be able to support at least one (1) additional antenna for every fifteen (15) feet (or fraction thereof) above sixty (60) feet in height and provide the ground space for any equipment necessary for the operation of an additional antenna.

(g) Screening, fencing, and landscaping requirements. All stealth telecommunication towers and all support facilities shall have the following:

- (1) In order to protect the aesthetic integrity of adjacent properties, the station site shall be screened by a wrought iron type fence along boundary lines that front a dedicated public street right-of-way of any type, or that front a private street right-of-way dedicated for public use. Brick or stone columns shall be constructed on approximately fifty (50) foot centers for such fence. Screening shrubs shall be installed around the fence and screen from view the associated structures. All screening shrubs shall be a minimum of three (3) feet in height at planting, and the potential to grow to a mature height of six (6) feet in three (3) years and must have a permanently installed irrigation system that provides total water coverage to all plant materials. The vegetation shall be kept in an attractive state and in good condition at all times by the tower owner; or
- (2) Screening shrubs shall be installed around a fence and screen from view the associated structures. All screening shrubs shall be a minimum of three (3) feet in height at planting and the potential to grow to a mature height of six (6) feet in three (3) years, and must have a permanently installed irrigation system that provides total water coverage to all plant materials. The vegetation shall be kept in an attractive state and in good condition at all times by the tower owner. The fence may not be constructed of wood.

- (h) Outdoor storage. No outdoor storage of vehicles, materials, or equipment is permitted. Equipment not used in direct support of the facility shall not be stored or parked on the premises unless a technician is present.
- (i) Commercial message prohibited. No signs, including commercial advertising, logos, political signs, flyers, flags or banners, graphics or other attention devices shall be allowed on any part of the telecommunication tower or ancillary support facilities except for warning and safety signage.
- (j) Removal.
- (1) Upon cessation for more than one hundred and eighty (180) days of the use of a stealth telecommunication tower structure for the support of active communications antennas, the ~~owner of record~~tower owner must notify the planning and development department. Disconnection of electric service for more than one hundred and eighty (180) days at the stealth telecommunications tower site shall be considered cessation of use.
- (2) All transmission stealth telecommunications towers or antennas shall be removed by the person who constructed the facility, by the person who operates the facility or by the property owner within one (1) year from the time the facilities have ceased being used to transmit, receive, or relay voice and data signals to or from wireless communications devices.
- (3) The person who constructed the facility, the person who operates the facility or ~~owner~~tower owner of record must notify the City Administrator of any change in the status of the stealth telecommunication tower. If the use of the antennas on the stealth telecommunication tower has not been restored within the one-year period from the time the facilities have ceased being used to transmit, receive, or relay voice and data signals to or from wireless communication devices, the stealth telecommunication tower must be removed and the stealth telecommunication tower site restored to its original condition to a depth of two (2) feet, at the tower owner's ~~owners~~ expense.
- (k) Fees. Notwithstanding any other provision of this ordinance, the city may require, as part of any application fees for a telecommunication facility, an amount sufficient to recover all of the city's costs in retaining consultants to verify statements made in conjunction with the permit application, to the extent that verification requires telecommunication expertise.
- (l) City Council. Except for stealth communication towers built under subsection (d) above, the City Council shall review proposed designs considering the materials, colors, textures, screening, and landscaping designs of the equipment of the structure and any other permitted structures to determine the visibility, aesthetic impact and compatibility to the surrounding natural or built environments.
- (m) Final Action: Any action taken by the City Administrator or City Council is a final action.

§14.02.703 through §14.02.750. (Reserved)”

## SECTION 2.

Article 14.02.321(c), “Special exceptions,” of Division 8, “Special Exceptions and Other Permits,” of Chapter 14, “Zoning,” of the Code of Ordinances, City of Dalworthington Gardens, Texas, is hereby amended by adding rows 27 and 28 to the Special Exception Table, to read as follows:

“

|      | Special Exception                       | District Requiring City Council Approval |
|------|---|--|
| (27) | Telecommunication Tower (uncamouflaged) | B-1, B-2, and B-3                        |
| (28) | Stealth Telecommunication Tower         | SF, and GH, and Municipal Parks          |

“

The remainder of the table will remain as is.

## SECTION 3.

This Ordinance shall be cumulative of all provisions of ordinances of the Code of Ordinances, City of Dalworthington Gardens, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

## SECTION 4.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

## SECTION 5.

All rights and remedies of the City of Dalworthington Gardens are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

## SECTION 6.

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Five Hundred Dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

**SECTION 7.**

The City Secretary is hereby directed to publish this Ordinance or its caption and penalty in the official newspaper as required by Section 52.011 of the Texas Local Government Code.

**SECTION 8.**

This Ordinance shall be in full force and effect immediately after passage and it is so ordained.

PASSED AND APPROVED on the \_\_\_\_ day of ~~June~~August, 2025.

By: \_\_\_\_\_  
Laurie Bianco, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Ma, City Secretary

**ORDINANCE NO. 2025-12**

**AN ORDINANCE OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, ADDING DIVISION 16, “TELECOMMUNICATION TOWERS,” TO ARTICLE 14.02, “ZONING ORDINANCE,” OF CHAPTER 14, “ZONING,” OF THE CODE OF ORDINANCES, CITY OF DALWORTHINGTON GARDENS, TEXAS, TO PROVIDE LOCATION AND DESIGN REGULATIONS FOR TELECOMMUNICATION TOWERS; AMENDING ARTICLE 14.02.321, “SPECIAL EXCEPTIONS,” OF DIVISION 8, “SPECIAL EXCEPTIONS AND OTHER PERMITS,” OF CHAPTER 14, “ZONING,” TO ADD SPECIAL EXCEPTIONS FOR TELECOMMUNICATION TOWERS AND STEALTH COMMUNICATION TOWERS IN CERTAIN DISTRICTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Dalworthington Gardens, Texas (the “City”), is a Type-A general law municipality located in Tarrant County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the State of Texas has delegated to each municipality the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public, subject to state law; and

**WHEREAS**, the Zoning Ordinance of the City regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to amend the Zoning Ordinance, City of Dalworthington Gardens, Texas, to provide restrictions on the placement and design of telecommunication towers; and

**WHEREAS**, the Planning and Zoning Commission of the City held a public hearing on June 5, 2025, and the City Council of the City held a public hearing on June 19, 2025, with respect to the Zoning Ordinance text amendment provided herein; and

**WHEREAS**, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Zoning Ordinance of the City, and all other laws dealing with notice, publication, and procedural requirements for these text amendments.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, THAT:**

**SECTION 1.**

Article 14.02, "Zoning Ordinance," of Chapter 14, "Zoning," of the Code of Ordinances, City of Dalworthington Gardens, Texas, is hereby amended by adding Division 16, "Telecommunication Towers," to read as follows:

**"Division 16 Telecommunications Tower and Stealth Telecommunication Tower**

**§14.02.700 Definitions.**

*Final action.* An action that marks the consummation of the governing body's decision-making process.

*Owner.* See: Tower Owner.

*Stealth telecommunication tower.* A facility that is designed in such a way that the facility is not readily recognizable as a telecommunication tower or telecommunication equipment. Stealth facilities may include, but are not limited to, totally enclosed antennas; wireless facilities that replicate, duplicate, or simulate the construction of common structures such as flagpoles, monopoles with totally enclosed antennas, or light poles and that serve as a function of the use(s) of the site; and camouflaged wireless facilities that are constructed to blend into the surrounding environment.

*Telecommunication tower.* A facility, including self-supporting lattice towers, guy towers, or monopole towers, but not including stealth telecommunication towers, designed to support one or more antennas and to contain ancillary facilities designed and used for the purpose of transmitting, receiving, and relaying voice, data, and other similar signals to or from various wireless communication devices. For purposes of this definition, amateur radio transmission facilities not used for commercial purposes and facilities used exclusively for the transmission of television and radio signals are not telecommunication towers.

*Tower owner.* The person or entity that owns the telecommunication tower.

**§14.02.701 Telecommunication towers.**

- (a)** All telecommunications towers shall be erected and operated in compliance with current Federal Communications Commission (FCC) and Federal Aviation Administration (FAA) rules and regulations and other applicable federal, state, and local standards.
- (b)** Towers shall be designed and built to accommodate a minimum of two (2) wireless providers, if over seventy-five (75) feet in height. The tower owner must certify to the city that the tower is available for use by other telecommunications service providers on a

reasonable and nondiscriminatory basis.

- (c) Telecommunication towers will be allowed in the following districts:
  - (1) Allowed by right in the Industrial zoning district.
  - (2) Allowed by special exception in the “B-1”, “B-2”, and “B-3” zoning districts.
  - (3) Not allowed in residential zoning districts “SF”, “MF”, and “GH” districts or in municipal parks.
  - (4) Not allowed on properties adjacent to streets or thoroughfares that are not more than fifty (50) feet wide and adjacent to SF, MF, or undeveloped land that is designated for residential use by zoning or deed restrictions.
- (d) Setback requirements.
  - (1) Telecommunication towers shall be setback one (1) foot for each foot in height from a SF, MF, or GH district.
- (e) Letter of authorization. A letter of authorization signed by the property owner granting the agent/applicant the authority to represent the property owner if the applicant is required to seek a grant of approval from the City Council or any other board or commission.
- (f) Construction requirements.
  - (1) All telecommunication towers shall be of monopole construction.
  - (2) Telecommunication towers shall not be illuminated by artificial means or shall display strobe lights or other warning lighting unless required by the FAA or any other federal, state, or city law, rule, or regulation. Any lighting shall be shielded or directed so as not to project directly onto adjacent property zoned residential or any residential use.
  - (3) All new telecommunication towers must be constructed to support at least two (2) separate antenna arrays. In addition, any new telecommunication tower must be able to support at least one (1) additional antenna for every fifteen (15) feet (or fraction thereof) above sixty (60) feet in height and provide the ground space for any equipment necessary for the operation of additional antenna.
- (g) Screening, fencing, and landscaping requirements. All telecommunications towers and support facilities shall have the following:
  - (1) In order to protect the aesthetic integrity of adjacent properties, the station site shall be screened by a wrought iron type fence along boundary lines that front a dedicated public street right-of-way of any type, or that front a private street right-of-way

dedicated for public use. Brick or stone columns shall be constructed on approximately fifty (50) foot centers for such fence. Screening shrubs shall be installed around the fence and screen from view the associated structures. All screening shrubs shall be a minimum of three (3) feet in height at planting, and the potential to grow to a mature height of six (6) feet in three (3) years and must have a permanently installed irrigation system that provides total water coverage to all plant materials. The vegetation shall be kept in an attractive state and in good condition at all times by the tower owner; or

- (2) Screening shrubs shall be installed around a fence and screen from view the associated structures. All screening shrubs shall be a minimum of three (3) feet in height at planting and the potential to grow to a mature height of six (6) feet in three (3) years, and must have a permanently installed irrigation system that provides total water coverage to all plant materials. The vegetation shall be kept in an attractive state and in good condition at all times by the tower owner. The fence may not be constructed of wood.
- (h) Outdoor storage. No outdoor storage of vehicles, materials, or equipment is permitted. Equipment not used in direct support of the facility shall not be stored or parked on the premises unless a technician is present.
- (i) Commercial message prohibited. No signs, including commercial advertising, logos, political signs, flyers, flags or banners, graphics or other attention devices shall be allowed on any part of the telecommunication tower or ancillary support facilities except for warning and safety signage.
- (j) Removal.

  - (1) Upon cessation for more than one hundred and eighty (180) days of the use of a telecommunication tower structure for the support of active communications antennas, the tower owner of record must notify the planning and development department. Disconnection of electric service for more than one hundred and eighty (180) days at the telecommunications tower site shall be considered cessation of use.
  - (2) All transmission telecommunications towers or antennas shall be removed by the tower owner or property owner within one (1) year from the time the facilities have ceased being used to transmit, receive or relay voice and data signals to or from wireless communications devices.
  - (3) The person who constructed the facility, the person who operates the facility or tower owner of record must notify the city secretary of any change in the status of the telecommunication tower. If the use of the antennas on the telecommunication tower has not been restored within the one-year period from the time the facilities have ceased being used to transmit, receive or relay voice and data signals to or from wireless communication devices, the telecommunication tower must be

removed and the telecommunication tower site restored to its original condition to a depth of two (2) feet, at the tower owner's expense.

- (k) Fees. Notwithstanding any other provision of this ordinance, the city may require, as part of any application fees for a telecommunication facility, an amount sufficient to recover all of the city's costs in retaining consultants to verify statements made in conjunction with the permit application, to the extent that verification requires telecommunication expertise.

**§14.02.702 Stealth telecommunication towers.**

- (a) Stealth telecommunication towers will be allowed in the following districts:
  - (1) Allowed by right in "MF", "B-1", "B-2", "B-3", and "LI" zoning districts;
  - (2) Allowed by special exception in residential districts "SF" and "GH" or municipal parks; and
  - (3) Allowed by special exception on properties adjacent to streets or thoroughfares that are not more than fifty (50) feet wide and adjacent to SF, MF, or undeveloped land that is designated for residential use by zoning or deed restrictions.
- (b) Setback requirements.
  - (1) Stealth telecommunication towers shall be setback one (1) foot for each foot in height from a SF, MF, or GH district or use, or if located adjacent to these uses, unless located in such a district and permitted by special exception.
- (c) Height. The height of a tower shall not exceed fifty-five (55) feet in height. Height shall be measured from the base of the tower to the highest point of the tower, including any installed antennae and appurtenances.
- (d) Administrative approval of stealth telecommunication towers. A monopole flag, athletic light pole, parking or street light pole, or other monopole design with internal antenna for a stealth telecommunication tower design may be approved administratively by the City Administrator, or his or her designee, in any district not requiring a special exception, subject to the following:
  - (1) Conforms to the definition of a stealth tower;
  - (2) Has a monotone color of light gray or off-white;
  - (3) Displays a light fixture of 175 watts or less, if applicable;
  - (4) Displays an American, or state flag without copy (must meet proper flag etiquette), if applicable;
  - (5) Being appropriately located to functionally serve the use(s) of the site; and

- (6) Screening the support equipment with a wrought iron type fence along boundary lines that front a dedicated public street right-of-way of any type, or that front a private street right-of-way dedicated for public use. Brick or stone columns shall be constructed on approximately fifty (50) foot centers for such fence, or, in other locations, Screening the support equipment and fence with shrubs that are a minimum of three (3) feet in height at planting, have the potential to grow to a mature height of a minimum of six (6) feet in three (3) years and must have a permanently installed irrigation system that provides total water coverage to all plant materials.
  - (7) Being no more than fifty-five (55) feet in height.
- (e) Design and appearance requirements.
  - (1) Any design plan not eligible for administrative approval in accordance with subsection (d) above may apply to the City Council for a special exception. In granting the special exception, the Council shall consider the overall design of the stealth telecommunication tower, including the scale, placement on the site, materials, form, and color.
  - (2) A design plan must be submitted by the applicant at the time of application.
  - (3) The design plan must include:
    - (A) Visual study, visualization, or simulation showing the appearance of the proposed stealth telecommunication tower and ancillary facilities, to scale and in the existing natural or built environment from at least two (2) points of public view;
    - (B) General capacity of the proposed tower, in terms of the number and types of antennas it is designed to accommodate;
    - (C) Statement outlining the rationales for the particular location, design, and height of the stealth telecommunication tower;
    - (D) Landscape plan drawn to scale showing the proposed and existing fencing and landscaping, including type, spacing, size, and irrigation methods;
    - (E) Visual depiction or architect's rendering (drawn to scale) of the stealth telecommunications tower; and
    - (F) Site plan (drawn to scale) indicating the location and height of the stealth telecommunication tower, with ancillary facilities, as well as their proximity to buildings and to other structures on adjacent properties to include a radius of two hundred (200) feet.

- (f) Construction requirements.
- (1) Stealth telecommunication towers shall not be illuminated by artificial means or shall display strobe lights or other warning lighting unless required by the FAA or any other federal, state, or city law, rule, or regulation. Any lighting shall be shielded or directed so as not to project directly onto adjacent property zoned residential or any residential use.
  - (2) Any new stealth telecommunication tower must be able to support at least one (1) additional antenna for every fifteen (15) feet (or fraction thereof) above sixty (60) feet in height and provide the ground space for any equipment necessary for the operation of an additional antenna.
- (g) Screening, fencing, and landscaping requirements. All stealth telecommunication towers and all support facilities shall have the following:
- (1) In order to protect the aesthetic integrity of adjacent properties, the station site shall be screened by a wrought iron type fence along boundary lines that front a dedicated public street right-of-way of any type, or that front a private street right-of-way dedicated for public use. Brick or stone columns shall be constructed on approximately fifty (50) foot centers for such fence. Screening shrubs shall be installed around the fence and screen from view the associated structures. All screening shrubs shall be a minimum of three (3) feet in height at planting, and the potential to grow to a mature height of six (6) feet in three (3) years and must have a permanently installed irrigation system that provides total water coverage to all plant materials. The vegetation shall be kept in an attractive state and in good condition at all times by the tower owner; or
  - (2) Screening shrubs shall be installed around a fence and screen from view the associated structures. All screening shrubs shall be a minimum of three (3) feet in height at planting and the potential to grow to a mature height of six (6) feet in three (3) years, and must have a permanently installed irrigation system that provides total water coverage to all plant materials. The vegetation shall be kept in an attractive state and in good condition at all times by the tower owner. The fence may not be constructed of wood.
- (h) Outdoor storage. No outdoor storage of vehicles, materials, or equipment is permitted. Equipment not used in direct support of the facility shall not be stored or parked on the premises unless a technician is present.
- (i) Commercial message prohibited. No signs, including commercial advertising, logos, political signs, flyers, flags or banners, graphics or other attention devices shall be allowed on any part of the telecommunication tower or ancillary support facilities except for warning and safety signage.

**(j) Removal.**

- (1)** Upon cessation for more than one hundred and eighty (180) days of the use of a stealth telecommunication tower structure for the support of active communications antennas, the tower owner must notify the planning and development department. Disconnection of electric service for more than one hundred and eighty (180) days at the stealth telecommunications tower site shall be considered cessation of use.
  - (2)** All transmission stealth telecommunications towers or antennas shall be removed by the person who constructed the facility, by the person who operates the facility or by the property owner within one (1) year from the time the facilities have ceased being used to transmit, receive, or relay voice and data signals to or from wireless communications devices.
  - (3)** The person who constructed the facility, the person who operates the facility or tower owner of record must notify the City Administrator of any change in the status of the stealth telecommunication tower. If the use of the antennas on the stealth telecommunication tower has not been restored within the one-year period from the time the facilities have ceased being used to transmit, receive, or relay voice and data signals to or from wireless communication devices, the stealth telecommunication tower must be removed and the stealth telecommunication tower site restored to its original condition to a depth of two (2) feet, at the tower owner's expense.
- (k)** Fees. Notwithstanding any other provision of this ordinance, the city may require, as part of any application fees for a telecommunication facility, an amount sufficient to recover all of the city's costs in retaining consultants to verify statements made in conjunction with the permit application, to the extent that verification requires telecommunication expertise.
- (l)** City Council. Except for stealth communication towers built under subsection (d) above, the City Council shall review proposed designs considering the materials, colors, textures, screening, and landscaping designs of the equipment of the structure and any other permitted structures to determine the visibility, aesthetic impact and compatibility to the surrounding natural or built environments.
- (m)** Final Action: Any action taken by the City Administrator or City Council is a final action.
- §14.02.703 through §14.02.750. **(Reserved)**"

## **SECTION 2.**

Article 14.02.321(c), "Special exceptions," of Division 8, "Special Exceptions and Other Permits," of Chapter 14, "Zoning," of the Code of Ordinances, City of Dalworthington Gardens, Texas, is hereby amended by adding rows 27 and 28 to the Special Exception Table, to read as follows:

“

|      | <b>Special Exception</b>                | <b>District Requiring City Council Approval</b> |
|------|---|---|
| (27) | Telecommunication Tower (uncamouflaged) | B-1, B-2, and B-3                               |
| (28) | Stealth Telecommunication Tower         | SF, GH, and Municipal Parks                     |

“

The remainder of the table will remain as is.

### **SECTION 3.**

This Ordinance shall be cumulative of all provisions of ordinances of the Code of Ordinances, City of Dalworthington Gardens, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

### **SECTION 4.**

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

### **SECTION 5.**

All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

### **SECTION 6.**

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Five Hundred Dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

### **SECTION 7.**

The City Secretary is hereby directed to publish this Ordinance or its caption and penalty in the official newspaper as required by Section 52.011 of the Texas Local Government Code.

### **SECTION 8.**

This Ordinance shall be in full force and effect immediately after passage and it is so ordained.

PASSED AND APPROVED on the 21st day of August, 2025.

By: \_\_\_\_\_  
Laurie Bianco, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Ma, City Secretary

**City Council**  
**Staff Agenda Report**

**Agenda Item: 8f.**

|   |  |   |
|---|--|---|
| <b>Agenda Subject:</b> Discussion and possible action to sign agreement with Tyler Payments as our payment processor. |  |   |
| <b>Meeting Date:</b><br><br>August 21, 2025   | <b>Financial Considerations:</b><br><br><b>Budgeted:</b><br><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A | <b>Strategic Vision Pillar:</b><br><br><input checked="" type="checkbox"/> Financial Stability<br><input type="checkbox"/> Appearance of City<br><input type="checkbox"/> Operations Excellence<br><input type="checkbox"/> Infrastructure Improvements/Upgrade<br><input type="checkbox"/> Building Positive Image<br><input type="checkbox"/> Economic Development<br><input type="checkbox"/> Educational Excellence |

**Background Information:**

**Recommended Action/Motion:**

**Attachments: CONTRACT & PAYMENT PROCESSING LICENSE AND SERVICES AGREEMENT**

# Payment Processing License and Services Agreement

This Payment Processing License and Services Agreement (this “Processing Agreement”) is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation (“Tyler”), and Client (the “Merchant”).

## 1. ACKNOWLEDGEMENTS

- a. By executing this Processing Agreement or an accompanying Order Form, Merchant is contracting with Tyler to obtain a license to Tyler’s payments software identified in an Order Form and payment processing services on Merchant’s behalf.
- b. Merchant acknowledges that Tyler contracts with a payment processor (a “Processor”), Members, and other third party providers to provide services under this Processing Agreement, and Merchant hereby consents to the use of such Processor, Members, and others to provide such services.
- c. To the extent elected in the Order Form, Tyler will provide Merchant with eCheck/ACH payment processing services for any eligible account as a turn-key solution or by presenting ACH Transactions in a NACHA Standard file submission to Merchant’s Originating Depository Financial Institution (ODFI) as agreed to in the Order Form. ACH Transactions and Card Transactions may collectively be referred to as “Transactions.”

## 2. MEMBER BANK AGREEMENT REQUIRED

- a. When Merchant’s customers pay Merchant through Tyler, Merchant may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the “Associations”) require that Merchant (i) enter into a direct contractual relationship with an entity that is a member of the Association and (ii) agree to comply with Association Rules as they pertain to applicable Card Transactions that Merchant submits through Tyler. If Merchant accepts American Express, then Merchant agrees that the terms of Exhibit A shall apply.
- b. Merchant shall complete an application with the Member with which Tyler has contracted and execute an agreement with such Member (the “Member Bank Agreement”). By executing a Member Bank Agreement, Merchant is fulfilling the Association Rule of entering into a direct contractual relationship with a Member, and Merchant agrees to comply with Association Rules as they pertain to Card Transactions Merchant submits for processing through the Tyler service.
- c. Merchant acknowledges that Tyler may have agreed to be responsible for some of Merchant’s obligations to a Member for such Transactions as set forth in the Member Bank Agreement. Member may debit the Merchant Bank Account for chargebacks, returns, refunds and other fees, however, in the event Member assesses any such chargeback, returns, refunds, or other fees to Tyler, Tyler may invoice the same to Merchant.

## 3. SETTLEMENT AND CHARGEBACKS

- a. Merchants Bank Account. In order to receive funds, Merchant must maintain a bank account (the “Merchant Bank Account”) at a bank that is a member of the Automated Clearing House (“ACH”) system and the Federal Reserve wire system. Merchant agrees not to close the Merchant Bank Account without giving Tyler at least thirty (30) days’ prior written notice and substituting another bank account. Merchant is solely liable for all fees and costs associated with Merchant Bank Account and for all overdrafts. Tyler shall not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Member Bank or payment processor to Merchant Bank Account.
- b. Settlement. Transactions shall be settled according to the terms of the Member Bank Agreement using the account(s) which are designated by Merchant.
- c. Chargebacks, Returns and Refunds. Chargebacks, returns and refunds paid for payment transactions shall be paid by Merchant in accordance with the Member Bank Agreement.
- d. Retrieval Requests. Merchant is required by the Associations to store original documentation, and to timely respond to Retrieval Requests, of each Transaction for at least six months from the date of the respective Transaction, and to retain copies of all such data for at least 18 months from the date of the respective Transaction. Merchant is responsible for any Chargebacks that result from Merchant’s failure to timely respond to Retrieval Requests for documentation relating to a Transaction.

## 4. FEES AND INVOICING

- a. Order Form. Merchant agrees to pay Tyler the fees set forth in or attached to the Order Form for services provided by Tyler and to which this Agreement is hyperlinked or attached. This may include fees for Payment Service Devices or other Equipment that

Merchant has elected to purchase or rent as set forth on the Order Form. Fees for purchase will be invoiced upon shipment and Fees for rental will be invoiced annually in advance. All Fees due hereunder are due within 45 days of invoice. The terms and conditions of such purchase or rental are set forth on Exhibit B attached hereto and incorporated herein.

- b. Adjustments to Pricing. By giving written notice to Merchant, Tyler may change Merchant's fees, charges and discounts resulting from (i) changes in Association fees (such as interchange, assessments and other charges); (ii) changes in pricing by any third party provider of a product or service used by Merchant; or (iii) other market adjustment. Such new prices shall be applicable as of the effective date established by the Association or third party provider, or as of any later date specified in Tyler's notice to Merchant. In addition, Tyler may update pricing for rental of Equipment by giving written notice to Merchant at the end of any initial rental term or when such Equipment is upgraded to a newer model or replaced in accordance with the pricing set forth on Tyler's then-current Order Form.
- c. Payment of Fees.
  - i. Online Payments. For payments that are initiated online, a convenience fee, service fee, technology fee or other applicable fee may be assessed to the Cardholder for each payment transaction that is paid electronically using a credit or debit card. Such fee is set forth in the Order Form and will be charged at the time of the transaction to be deposited directly into a Tyler bank account from which all fees associated with processing and settling the Card Transactions will be paid.
  - ii. Over the Counter Payments. For payments that are initiated in your offices, a convenience fee, service fee, technology fee or other applicable fee may be assessed to the Cardholder for each payment transaction as set forth in the Order Form, and such fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account from which all fees associated with processing and settling the transactions will be paid.
  - iii. eCheck/ACH Payments. In addition, Tyler shall be authorized to charge an eCheck/ACH fee, technology fee or other fee specified in an Order Form to the end user. Unless otherwise set forth in the Order Form, fees will be charged at the time of the transaction to be deposited directly into a Tyler bank account.
  - iv. Absorbed Payments. For payments that are initiated online and/or in-person, the Merchant may elect to pay for all fees related to the transaction including, without limitation, authorization fees, interchange fees, dues, assessments, card brand fees, and Tyler fees.
  - v. Invoicing. For all fees set forth in an Order Form and not paid directly by end user to Tyler, Tyler shall invoice Merchant for such fees on a monthly basis, unless otherwise set forth in the Order Form. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and applicable fees. Following receipt of a properly submitted invoice, the Merchant shall pay amounts owing therein thirty (30) days in arrears.

## 5. LICENSE

Tyler hereby grants Merchant a non-exclusive, revocable license to use the Tyler Intellectual Property (as defined in Section 1.c) for the limited purpose of performing under this Processing Agreement. Merchant shall at all times be responsible for compliance with applicable law and Association Rules. Unless otherwise provided in a separate agreement between Tyler and Merchant, any Intellectual Property or machinery provided by Tyler, but not developed by Tyler, is being licensed or purchased by Merchant directly from the manufacturer or developer of such machinery or Intellectual Property. Merchant acknowledges that the license granted herein is limited to Merchant's use exclusively and that Merchant does not have the right to sub-license any of the Intellectual Property in either their original or modified form. Merchant agrees that it shall not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant shall not give any third party, except Merchant's employees, access to the Intellectual Property without Tyler's prior written consent.

## 6. THIRD PARTY PROVIDERS

Tyler may, in its sole discretion, contract with alternate Members, payment processors or other third party providers to provide services under this Processing Agreement. In such event, Merchant shall reasonably cooperate with Tyler, including the execution of a new Member Bank Agreement by Merchant; provided, however, that if the terms and conditions of the new Member Bank Agreement are substantially different than Merchant's existing Member Bank Agreement, then Merchant shall have the right to terminate this Processing Agreement.

## 7. CONFIDENTIAL AND PROPRIETARY INFORMATION

- a. Protection of Tyler Confidential and Proprietary Information. Merchant shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Merchant shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Processing Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Processing Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Merchant shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 7(a) and shall be responsible for breaches by such persons.

- b. Judicial Proceedings. If Merchant is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Merchant shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Processing Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Merchant nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Merchant may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Merchant uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information.
- c. Security of User IDs and Passwords. Merchant is solely responsible for maintaining the confidentiality of its user IDs and passwords and all activities that occur under Merchant's user IDs, even if fraudulent or not authorized by Merchant. Merchant acknowledges the heightened risk associated with access to its User IDs, passwords, transaction and account information (collectively, "Account Information"). Merchant represents and warrants that (i) Merchant will comply with applicable Association Rules and applicable law, (ii) Merchant will establish policies and procedures to protect such information in conformity with Association Rules and applicable law, including the storage and disclosure of such Account Information, (iii) Merchant will exercise reasonable care to prevent use or disclosure of Account Information. Merchant, and not Tyler, will be solely responsible for all activity, including all approvals, Transactions, chargebacks, returns and refunds processed, using Merchant's user IDs and passwords. If a forensic investigation is initiated by a Card Network, Member, Tyler or Tyler's Processor, then Merchant agrees to cooperate with such investigation until it is complete, including, without limitation, by providing logs related to its User IDs and passwords and Merchant's compliance with Association Rules and applicable law.

## 8. REPRESENTATIONS AND WARRANTIES

- a. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Processing Agreement.
- b. Compliance with Laws and PCI DSS. Tyler and Merchant shall comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations. Merchant shall comply with PCI DSS version 4.0 and any more current versions or amendments thereto, including, without limitation, any relevant maintenance, inspection, scanning, remediation and training obligations set forth therein. In addition, to the extent that Merchant has identified third party software that will be integrated with Tyler's payments software, Merchant shall be responsible for ensuring that such third party software is in compliance with PCI DSS version 4.0 and any more current versions, including, but not limited to, the relevant maintenance, inspection, scanning, remediation and training obligations set forth therein.
- c. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange.
- d. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Processing Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees.
- e. Equipment Manufacturer Warranties. Tyler will pass through to Merchant any applicable manufacturer warranties that apply to Equipment purchased by Merchant through this Agreement.
- f. Disclaimer of Implied Warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS PROCESSING AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, TYLER'S LIABILITY TO MERCHANT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PROCESSING AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL FEES PAID TO TYLER UNDER THIS PROCESSING AGREEMENT (NET OF ASSOCIATION INTERCHANGE, ASSESSMENTS AND FINES) FOR THE SIX MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

WHILE BOTH PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS PROCESSING AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

## 10. INDEMNIFICATION

- a. Chargebacks and Refunds. Merchant acknowledges that Tyler has agreed to be responsible for some of Merchant's obligations to a Member for Transactions and Association Rules as set forth in the Member Bank Agreement. Member may debit the Merchant Account for chargebacks, returns, refunds, assessments, penalties and fines, and in the event Member assesses any such amounts to Tyler, including any amounts in excess of the balance of the Merchant Account, Tyler shall invoice the same to Merchant, and Merchant will pay same to Tyler.
- b. Applicable Law and Interpretations: Merchant shall indemnify and hold harmless Tyler from and against any claim or action related to Merchant's violation of applicable law and/or Association Rules.
- c. Intellectual Property.
  - i. Tyler retains all ownership and copyright interest in and to any and all intellectual property, computer programs, related documentation, technology, know how and processes developed by Tyler and provided in connection with this Processing Agreement (collectively, the "Intellectual Property"),
  - ii. Notwithstanding any other provision of this Processing Agreement, if any claim is asserted, or action or proceeding brought against Merchant that alleges that all or any part of the Intellectual Property, in the form supplied, or modified by Tyler, or Merchant's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, Merchant, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Merchant harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Merchant against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Merchant shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Intellectual Property made by Merchant, or any third party pursuant to Merchant's directions, or upon the unauthorized use of the Intellectual Property by Merchant.
- d. If the Intellectual Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (a) promptly replace the Intellectual Property with a compatible, functionally equivalent, non-infringing system; or (b) promptly modify the Intellectual Property to make it non-infringing; or (c) promptly procure the right of Merchant to use the Intellectual Property as intended.

## 11. TAXES

- a. Tax Exempt Status. Merchant is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Processing Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Processing Agreement.
- b. Employee Tax Obligations. Each party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such party for work performed under this Processing Agreement.

## 12. TERM, SUSPENSION, AND TERMINATION

- a. Term. The term of this Processing Agreement (the "Term") shall commence on the Effective Date and shall continue until the termination or expiration of Tyler's other agreement with Merchant to provide Tyler software or services. If Merchant does not have another such agreement with Tyler, (a) the initial term of this Processing Agreement shall be three years, and (b) at the end of such initial term and on each subsequent anniversary of the Effective Date, the term shall extend for an additional one year period unless either party provides 90 days' prior written notice.
- b. Termination for Cause. Either party may terminate this Processing Agreement for Cause, provided that such party follows the procedures set forth in this Section (b).
  - i. For purposes of this Section, "Cause" means either:
    - A. a material breach of this Processing Agreement, which has not been cured within ninety (90) days of the date such party receives written notice of such breach;
    - B. the failure by Merchant to timely pay when due any fees owed to Tyler pursuant to this Processing Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;
    - C. breach of Section 7; or

- D. if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.
- ii. No party may terminate this Processing Agreement under Section 12 b(i)(A) unless it cooperates in good faith with the alleged breaching party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 13 following such period.
- iii. In the event either party terminates this Processing Agreement pursuant to this Section (b), each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, all revocable licenses shall terminate.
- c. Survival. The following provisions shall survive after the Term of this Processing Agreement: 2(c); 3; 4(c); 7; 10; 11; 12; 13; 14; and 15.

## 13. DISPUTE RESOLUTION

Any dispute arising out of, or relating to, this Processing Agreement that cannot be resolved within five (5) Business Days shall be referred to the individual reasonably designated by Merchant and Tyler's representative assigned to Merchant's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Merchant's chief executive officer or other individual reasonably designated by Merchant and Tyler's applicable division President ("Executive Dispute Level"), at such time and location reasonably designated by the parties. Any negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Processing Agreement, the parties shall submit the matter to mediation prior to the commencement of any legal proceeding. The foregoing shall not apply to claims for equitable relief under Section 7.

## 14. MISCELLANEOUS

- a. Assignment. Neither party may assign this Processing Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.
- b. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.
- c. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail. Notwithstanding the foregoing, notice shall be deemed delivered when provided in connection with billing or invoicing.
- d. Counterparts. This Processing Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.
- f. Entire Agreement. This Processing Agreement constitutes the entire understanding and contract between Tyler and Merchant for payment processing services (as detailed in an Order Form) and supersedes any and all prior or contemporaneous oral or written representations, contracts or communications with respect to the subject matter hereof.
- g. Amendment. This Processing Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Processing Agreement shall be binding upon the parties despite any lack of consideration.
- h. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Processing Agreement shall remain valid and enforceable according to its terms.
- i. Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Processing Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.
- j. Governing Law. Any dispute arising out of or relating to this Processing Agreement or the breach thereof shall be governed by the laws of the state of Merchant's domicile, without regard to or application of choice of law rules or principles.
- k. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Processing Agreement. Merchant may, upon the written request, audit any and all records of Tyler relating to services provided herein.

Merchant shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Merchant as a part of this Processing Agreement. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Merchant's sole expense.

- l. No Third Party Beneficiaries. Nothing in this Processing Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
- m. Contra Proferentem. The doctrine of contra proferentem shall not apply to this Processing Agreement. If an ambiguity exists in this Processing Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.
- n. Force Majeure. No party to this Processing Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Any performance times pursuant to or arising from this Processing Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein. This section does not excuse any party from payment obligations under this Processing Agreement.
- o. Equitable Relief. Each party covenants, represents, and warrants that any violation of this Processing Agreement by such party with respect to its respective obligations set forth in Section 7 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

## 15. CERTAIN DEFINITIONS

- a. Association means a group of Card issuer banks or debit networks that facilitates the use of payment cards accepted under this Processing Agreement for processing, including, without limitation, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Associations also includes the Payment Card Industry Security Standards Council and the National Automated Clearinghouse Association.
- b. Association Rules means the bylaws, rules, and regulations, as they exist from time to time, of the Associations.
- c. Card or Payment Card means an account, or evidence of an account, authorized and established between a Cardholder and an Association, or representatives or members of an Association that Merchant accepts from Cardholders as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.
- d. Cardholder means the person to whom a Card is issued or who is otherwise entitled to use a Card.
- e. Chargeback means a reversal of a Card sale Merchant previously presented pursuant to Association Rules.
- f. Effective Date means the date this Processing Agreement was signed by both parties or added to the parties' existing agreement.
- g. Member or Member Bank means an entity that is a member of the Associations.
- h. Order Form means a document listing the pricing associated with this Processing Agreement.
- i. Processing Agreement means this Payment Card Processing Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein.
- j. Retrieval Request means a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale Merchant has made.
- k. Transaction means the evidence and electronic record of a sale or lease transaction representing payment by use of a Card, echeck/ACH, digital payment or of a return/refund/credit to a Cardholder or any other payor.
- l. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Merchant's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, other research and development information and data, and Intellectual Property. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Merchant in breach hereof; (b) becomes available to Merchant on a non-confidential basis

from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Merchant prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Merchant independently of any disclosures made by Tyler.

## Exhibit A

### American Express Sponsored Merchant Terms (“SMT”)

1. **Compliance.** If Merchant, also referred to herein as “Sponsored Merchant,” accepts American Express cards as a form of payment processed through Tyler’s electronic filing or electronic payment systems, Client agrees to do so in accordance with the terms and conditions of this SMT.
2. **Merchant Operating Guide.** Merchant agrees to comply with the terms and conditions of the American Express Merchant Operating Guide found at: [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide). Such terms and conditions shall include, without limitation, provisions relating to: (i) trademarks and brand requirements; (ii) applicable laws; (iii) binding arbitration; and (iv), website display requirements.
3. **Re-directing Prohibited.** Merchant agrees it shall not process Transactions, or receive any payments, on behalf of (unless otherwise required by law) any other party.
4. **American Express Liability.** SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THIS SMT.
5. **Third-Party Beneficiaries.** Sponsored Merchant acknowledges and agrees that American Express has the right, but not the obligation, to the benefits of this SMT that will provide American Express the ability to enforce the terms of this SMT against the Sponsored Merchant. The Sponsored Merchant further acknowledges and agrees that it will not be deemed a beneficiary under any agreement between American Express and Tyler, and will not have the ability to make any claim or assert any right under such agreement between Tyler and American Express.
6. **Definitions.** Except as defined herein or otherwise required by the context herein, all defined terms used herein have the meaning ascribed to such terms as set forth in the Agreement between Tyler and Merchant or the American Express Merchant Operating Guide.

## Exhibit B

### Payment Service Devices/Equipment – Rental and Purchase

This Exhibit B is incorporated into that certain Payment Processing Agreement between Tyler and Merchant (the “Processing Agreement”).

1. **TERMS APPLICABLE TO BOTH PURCHASE AND RENTAL OF EQUIPMENT**
  - a. **Generally.** Tyler will provide PCI-compliant Payment Service Devices as elected by Merchant and described in the Order Form and related equipment for rent or purchase during the term of this Agreement for the fees set forth in the Order Form.
  - b. **Shipping Timelines.** Tyler shall ship newly-requested Payment Service Devices (and associated supplies, such as printers, cables, power supplies, mounting hardware or other equipment identified in an Order Form) (“Equipment”) to Merchants within (a) 14 calendar days of the request or (b) 14 calendar days prior to payment service commencement/go-live, whichever is later. Tyler shall ship failure-related replacement Equipment to Merchants within two (2) Business Days of a written request. Shipping timelines are subject to Payment Service Device availability by the applicable manufacturer or supplier and shall be extended until such devices become available.
  - c. **Delivery and Acceptance.** Tyler will deliver the Equipment to the location designated by Merchant in the Order Form. If an address for delivery is not expressly designated in the Order Form, such Equipment will be delivered to Merchant’s address otherwise set forth in the Order Form. Merchant will be deemed to have accepted each piece of Equipment on the earlier of (i) when Merchant acknowledges receipt, and (ii) seven days after shipment of each such piece of Equipment, unless Tyler is notified earlier in writing by Merchant that the Equipment has not been received or is not functional.
  - d. **Rights and Restrictions.** Tyler shall process payments received from Merchant’s Payment Service Devices provided by Tyler. Merchant acknowledges that the Payment Service Devices are embedded with proprietary encryption technology that will be injected by Tyler’s designee into the Payment Services Devices. Merchant agrees that all of Merchant’s over-the-counter transactions processed through a Tyler application will be required to use Payment Service Devices provided by Tyler. Merchant will maintain each Payment Service Device in its possession and will not permit any physical alteration or modification of any piece of Equipment. Each piece of Equipment will be used only in the ordinary course of Merchant’s business in connection with Tyler applications. The Equipment is not being sold or rented to the Merchant for home or

personal use. Merchant acknowledges that the Equipment rented or purchased through this Exhibit may not be compatible with another processor's systems. Merchant hereby grants Tyler a security interest in (i) all Equipment to secure payment of the purchase price, and (ii) all Equipment to secure payment of the monthly rental payments. Merchant authorizes Tyler to file financing statements with respect to the Equipment in accordance with the Uniform Commercial Code, signed by Tyler directly or as Merchant's attorney-in-fact.

- e. Change Notice. Tyler shall provide thirty (30) calendar days written notice for Equipment changes that affect Merchants, which includes, without limitation, when Tyler will no longer support a Payment Service Device. Tyler will only be obligated to replace Equipment when a Payment Service Device is no longer capable of functioning or Tyler ends support of the specific make and model of the Equipment.

## 2. TERMS APPLICABLE ONLY TO EQUIPMENT PURCHASED

Tyler will sell to Merchant the Equipment identified in the Order Form, free and clear of all liens and encumbrances, except that any proprietary encryption technology included within the Payment Service Devices or any other Tyler Intellectual Property will be provided to you pursuant to the License set forth in Section 5 of the Agreement. Maintenance and repair of Merchant-purchased Equipment is the responsibility of Merchant, unless Merchant has purchased Tyler's maintenance services for Payment Service Devices.

## 3. TERMS APPLICABLE ONLY TO EQUIPMENT RENTAL

- a. Tyler will rent to Merchant the Equipment identified in the Order Form, as set forth herein. The rental period will commence when the Equipment is deemed accepted. At the end of the rental term identified in an Order Form or when the Agreement is terminated, Merchant will promptly return each piece of Equipment to Tyler at Merchant's cost, in the same condition as when received, ordinary wear and tear excepted, unless otherwise directed by Tyler. The rental period will terminate when Equipment is returned to Tyler at 840 West Long Lake Road, Detroit, Michigan 48098, Attention: Tyler Payments, or at an earlier date specified by Tyler in writing. The following information must be included within the shipping box: (i) Merchant name, complete address and phone number; (ii) name of person to contact if there are any questions; (iii) your Merchant account number; and (iv) serial number of the Equipment. Merchant will retain proof of delivery documents and the applicable serial number. For any piece of Equipment that is not returned to Tyler in accordance with this paragraph, Merchant will pay Tyler the greater of \$250.00 or the fair market value of such piece of Equipment as if it were in the condition described herein.
- b. Merchant will not assign its rights or obligations under this Exhibit, or pledge, lend, create a security interest in, incur any liens or encumbrances on, or sublease the Equipment to any other person or entity without Tyler's prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of consent shall be void.
- c. The provisions of this Exhibit will survive the termination or expiration of the Agreement and continue until all rented Equipment is returned to Tyler or paid for.

Updated 05/19/25

## Agree to Terms

---

By providing information in the required fields below, you confirm the following:

- You are authorized to bind the Client listed.
- You have read, understand, and agree to these terms and conditions.

Client Name

Email Address

Submit

## Terms of Use Contents

- [Acknowledgements](#)
- [Member Bank Agreement Required](#)
- [Settlement and Chargebacks](#)



**Sales Quotation For:**

City of Dalworthington Gardens  
 2600 ROOSEVELT DRIVE  
 DALWORTHINGTON GARDENS TX 76016  
 Pam Dwyer  
 +1 (682) 330-7418  
 pdwyer@cityofdwg.net

**Shipping Address**

City of Dalworthington Gardens  
 2600 Roosevelt Dr  
 Arlington TX 76016-5809

Quoted By

Joe Conger

Quote Expiration

10/31/25

Quote Name

Tyler Payments

**Payments**

|  | Use Case          | List Price | Service% | Min     | Basis Points | Rate    | Cap | POS | Online | IVR |
|--|-------------------|------------|----------|---------|--------------|---------|-----|-----|--------|-----|
| Payments - Client Card Cost - Interchange Plus |                   |            |          |         |              |         |     |     |        |     |
| Tyler One                                      |                   |            |          |         |              |         |     |     |        |     |
| ERP Pro Payments                               | Miscellaneous     |            |          |         | 1.03%        | \$ 1.03 |     |     | X      |     |
| ERP Pro Payments                               | Utility Billing   |            |          |         | 1.03%        | \$ 1.03 |     | X   | X      | X   |
| Payments - Payer Card Cost - Service Fees      |                   |            |          |         |              |         |     |     |        |     |
| Tyler One                                      |                   |            |          |         |              |         |     |     |        |     |
| Municipal Justice Payments                     | Municipal Justice |            | 3.95%    | \$ 2.50 |              |         |     | X   | X      | X   |
| Payments - Other Fees                          |                   |            |          |         |              |         |     |     |        |     |
| Tyler One                                      |                   |            |          |         |              |         |     |     |        |     |
| Credit Card Chargebacks                        |                   | \$ 15.00   |          |         |              |         |     |     |        |     |

**Payer Card Cost**

per card transaction with Visa, MasterCard, Discover, and American Express when applicable.

**Client Card Cost - Interchange Plus**

per card transaction with Visa, MasterCard, Discover, and American Express, when applicable, for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.

**Credit Card Chargebacks**

If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

| Third Party Software & Hardware   |          |            |                |        |
|-----------------------------------|----------|------------|----------------|--------|
| Description                       | Quantity | Unit Price | Extended Price | Annual |
| Tyler One                         |          |            |                |        |
| Payments                          |          |            |                |        |
| Payments EMV Card Reader Purchase | 3        | \$ 529     | \$ 1,587       | \$ 0   |
| PCI Service Fee (Per Device)      | 3        | \$ 180     | \$ 0           | \$ 540 |
| TOTAL:                            |          |            | \$ 1,587       | \$ 540 |

| Summary  | One Time Fees | Recurring Fees |
|--|---------------|----------------|
| Total Third Party Hardware, Software, Services | \$ 1,587      | \$ 540         |
| Total Tyler Services                           |               |                |
| Summary Total                                  | \$ 1,587      | \$ 540         |

## Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

**Credit Card** If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

## Chargebacks

**Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:**

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

**Fees for services included in this sales quotation shall be invoiced as indicated below.**

- Implementation and other professional services fees shall be invoiced as delivered.

- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer \_\_\_\_\_  
Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

P.O.#: \_\_\_\_\_



**City Council**  
**Staff Agenda Report**

**Agenda Item: 8g.**

|  |   |  |
|--|---|--|
| <b>Agenda Subject:</b> Discussion and possible action to approve Ordinance No, 2025-08, an ordinance amending section 12.03.072 “No Left Turn Signs” of Division 3 “Locations” of article 12.03 “Traffic-Control Devices” of Chapter 12 “Traffic and Vehicles” of the code of ordinances, City of Dalworthington Gardens, Texas to add a location where left turns are prohibited. 2800 block of West Arkansas Lane and 3600 Roosevelt Drive |   |  |
| <b>Meeting Date:</b><br><br>August 21, 2025  | <b>Financial Considerations:</b><br><b>Engineering Review</b><br><br><b>Budgeted:</b><br><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | <b>Strategic Vision Pillar:</b><br><br><input type="checkbox"/> Financial Stability<br><input checked="" type="checkbox"/> Appearance of City<br><input checked="" type="checkbox"/> Operations Excellence<br><input type="checkbox"/> Infrastructure Improvements/Upgrade<br><input type="checkbox"/> Building Positive Image<br><input type="checkbox"/> Economic Development<br><input type="checkbox"/> Educational Excellence |

**Background Information:**

Currently, there is a no left turn sign at the south parking lot of Key Elementary, located at the 3600 Block of Roosevelt Drive. Staff requests the installation of additional "No Left Turn" signs at the parking lots of 2800 W. Arkansas Lane, Arlington Classics Academy, and the north parking lot of 3600 Roosevelt Drive, Key Elementary parking lot, during school drop-off and pick-up hours, forcing all vehicles to turn right. This will assist with congestion from cars traveling on the roadway. This ordinance allows enforcement of that action.

**Justification for Request:** Council is the authority for approving changes to city ordinance.

**Recommended Action/Motion:** Motion to approve an ordinance for placement of a traffic control device at Arlington Classics Academy and Key Elementary school parking exits.

**Attachments:**  
**Ordinance**

**ORDINANCE NO. 2025-08**

**AN ORDINANCE AMENDING SECTION 12.03.072 “NO LEFT TURN SIGNS” OF DIVISION 3 “LOCATIONS” OF ARTICLE 12.03 “TRAFFIC-CONTROL DEVICES” OF CHAPTER 12 “TRAFFIC AND VEHICLES” OF THE CODE OF ORDINANCES, CITY OF DALWORTHINGTON GARDENS, TEXAS TO ADD A LOCATION WHERE LEFT TURNS ARE PROHIBITED; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Dalworthington Gardens is a Type-A general law municipality located in Tarrant County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the City has the authority to establish traffic regulations within its corporate boundaries for vehicles on streets and highways; and

**WHEREAS**, the City Council has determined that it is necessary to provide certain traffic regulations to enhance traffic safety on the 2800 block of West Arkansas Lane;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, THAT:**

**SECTION 1.**

Section 12.03.072 “No Left Turn Signs” of Division 3 “Locations” of Article 12.03 “Traffic-Control Devices” of Chapter 12 “Traffic and Vehicles” of the Code of Ordinances, City of Dalworthington Gardens, Texas is amended to revise subsection (b) to read as follows:

**Section 12.03.072 No Left Turn Signs**

“... ”

- (b) No driver of a vehicle shall make a left turn during active school zone hours at the below-named locations and as noted on the map attached hereto as Attachment “A:”
    - (1) From the school parking lot exits located in the 3600 block of Roosevelt Drive onto Roosevelt Drive.
    - (2) From the school parking lot exit located in the 2800 block of West Arkansas Lane onto West Arkansas Lane.
- ...”

## **SECTION 2.**

This ordinance shall be cumulative of all provisions of ordinances of the City of Dalworthington Gardens, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of other ordinances, in which event the conflicting provisions of the other ordinances are repealed.

## **SECTION 3.**

It is declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

## **SECTION 4.**

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Five Hundred Dollars (\$500) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

## **SECTION 5.**

The City Secretary is hereby directed to publish at least twice in the official newspaper of the City of Dalworthington Gardens, the caption and penalty clause of this ordinance in accordance with Section 52.011 of the Local Government Code.

## **SECTION 6.**

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

**PASSED AND APPROVED ON THIS 21ST DAY OF AUGUST, 2025.**

---

Laurie Bianco, Mayor

ATTEST:

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Sandra Ma, City Secretary

# Attachment A



3600 Roosevelt Drive



2800 W. Arkansas Lane