



CITY OF DALWORTHINGTON GARDENS

NOTICE OF A MEETING CITY COUNCIL

July 17, 2025

REGULAR SESSION AT 7:00 P.M.

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

REGULAR SESSION – 7:00 P.M.

1. CALL TO ORDER

2. INVOCATION, AND PLEDGES OF ALLEGIANCE

3. PRESENTATIONS AND PROCLAMATIONS

4. ITEMS OF COMMUNITY INTEREST

- 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.

6. 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.

7. DEPARTMENTAL REPORTS

Informational reports only; no action to be taken.

- a. DPS / City Administrator Report **(Tab A)**
- b. Quarterly Investment Report **(Tab B)**
- c. Finance Report **(Tab C)**

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. **(Tab D)**
- 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. **(Tab E)**

9. REGULAR AGENDA

- a. Discussion and possible direction on a credit card processor for city payments. **(Tab F)**
- b. Discussion and possible action regarding Ordinance No. 2025-07 Telecommunication Towers. **(Tab G)**
- c. Discussion and possible action regarding amendments to the FY 2024-2025 budget in amounts not to exceed \$10,000.00.

10. TABLED ITEMS

11. 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.

12. 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 **July 17, 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.cityofdwyer.net, in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING: _____ TIME OF POSTING: _____ TAKEN DOWN: _____

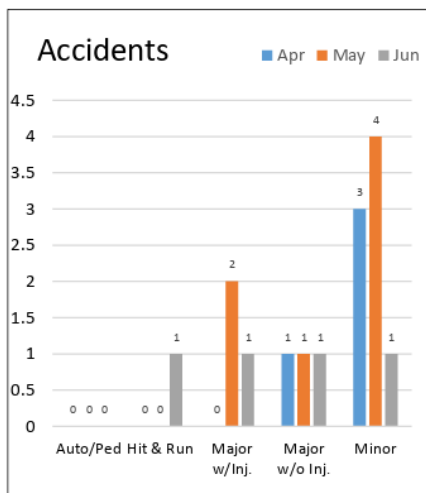
Sandra Ma, City Secretary



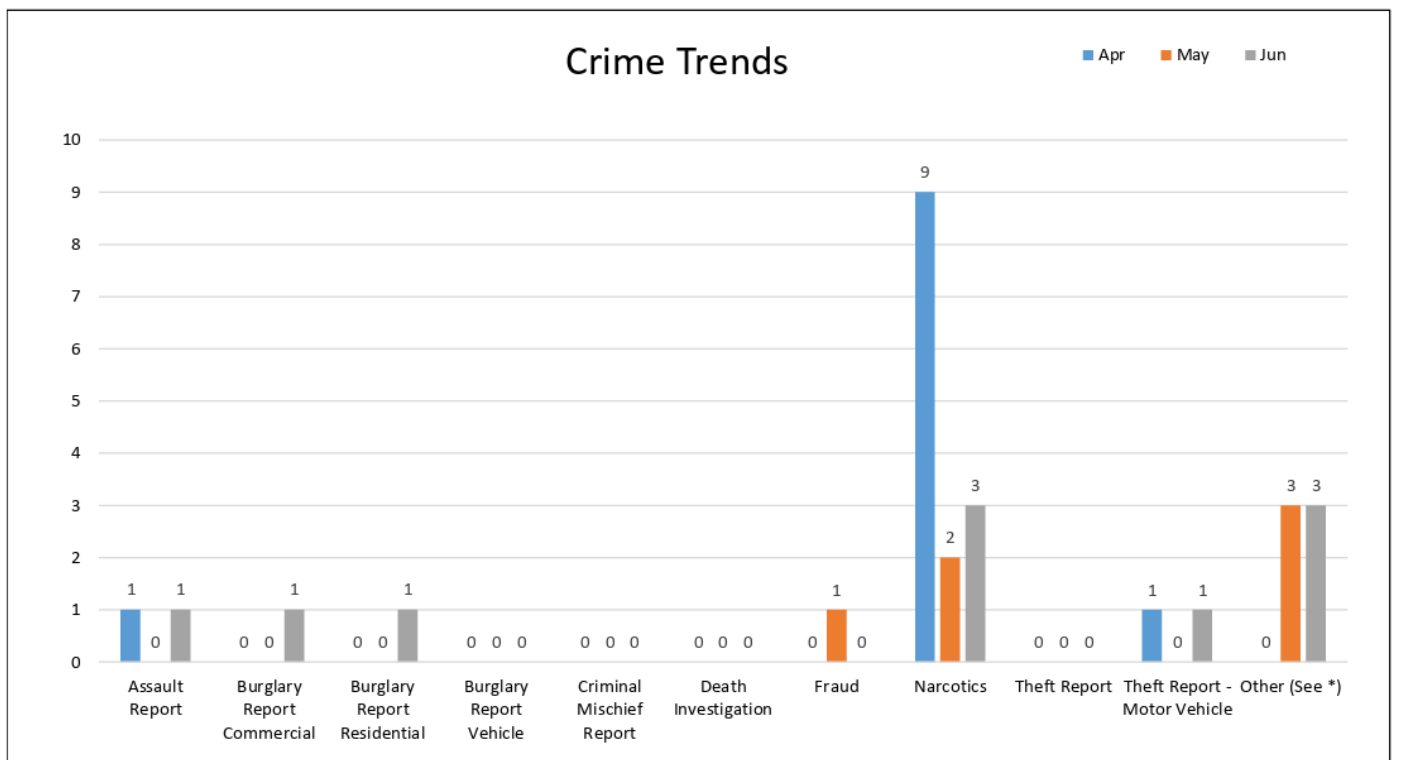
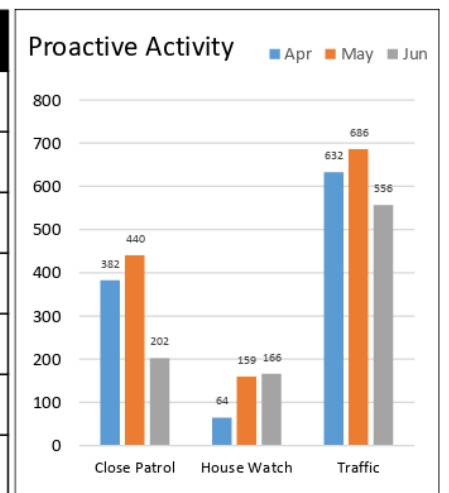
MONTHLY PUBLIC SAFETY REPORT

June 2025

Department News	
Commercial Fire	2902 W Pioneer Pkwy
Dispatch	2 vacancies



Activity	Apr	May	Jun	2025 YTD
DPS Activity	1630	1840	1413	11002
Police CFS	507	511	449	3395
EMS CFS	18	11	16	84
Fire CFS	10	13	8	61
Arrests	17	20	16	146
House Watches, Close Patrols, & Community Contacts	446	599	368	3440
Traffic Enforcement	632	686	556	3876



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

City Council
Staff Agenda Report

Agenda Item: 8a.

Agenda Subject: Consider approval of an agreement with Tarrant County for the collection of taxes for Tax Year 2025.

Meeting Date:	Financial Considerations:	Strategic Vision Pillar:
July 17, 2025	Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/> Financial Stability <input type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence

Background Information:

Staff spoke to Amelia Rice, Property Tax Director from the tax office and she said we are unable to change the contract, but we will be okay to send the tax rate requirement by the 22-23rd in September.

Recommended Action/Motion: Recommendation to approve an agreement with Tarrant County for the collection of taxes for Tax Year 2025

Attachments:

Tax Collection Contract



TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcountytx.gov
In God We Trust

RICK D. BARNES
Tax Assessor-Collector

May 22, 2025

Dear Mayor Bianco,

I am pleased to enclose our tax collection contract for your entity. This will be a three-year contract. The commission rate continues to be the lowest collection fee rate of the five largest counties in Texas. The rates will be applied to the number of accounts as of September 30th for the previous year.

The new per parcel cost is as follows:

Tax Year	Parcels Located within Tarrant County	Parcels Located outside Tarrant County	PIDs, MUDs, BIDs, MMDs
2025	\$1.07	\$2.00	\$2.00

Enclosed are three original contracts for the assessment and collection of your ad valorem taxes by my office for the Tax Years 2025-2027. After the three contracts have been signed, please return **ALL** copies to the attention of Amelia Rice, Property Tax Director. I will mail a fully executed contract to you after the Commissioner's Court has made formal approval of the contract. This will be at the end of September, so the contract will be returned in October. If you require more than one original, please make extra copies as needed of the contract and mail all copies back to my office. In order to have your contract in place prior to the upcoming tax season, I would ask that you have the properly executed contracts returned to me no later than **August 15, 2025**.

You will be invoiced for your collection commission by last day of January for each contract year with payment due no later than the last day of February of each contract year.

If you have questions, please contact Property Tax Director, Amelia Rice, at 817-884-1123 or by email arice@tarrantcountytx.gov. You may also contact me at 817-884-1106 or by e-mail rdbarnes@tarrantcountytx.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Barnes", written over a horizontal line.

Rick Barnes
Tarrant County Tax Assessor-Collector

STATE OF TEXAS

§
§
§
§

Agreement for Collection of Taxes

COUNTY OF TARRANT

Agreement made this ____ day of _____, 2025, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Dalworthington Gardens hereinafter referred to as **CITY**, whose address is 2600 Roosevelt Dr, Dalworthington Gardens, TX 76016.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.

SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the CITY has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All CITY disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the CITY on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars (\$100.00), the disbursement may be withheld until the cumulative total of taxes collected for the CITY equals at least one hundred dollars (\$100.00), or at the close of the month.

II.

REPORTS

The ASSESSOR/COLLECTOR will provide the City of Dalworthington Gardens the following reports via internet access:

Daily:	Entity Distribution Report
Monthly:	Assessment Roll Summary (Totals Only) Year-to-Date Summary Report Detail Collection Summary Report Distribution Summary Report Detail Collection Summary by Year Entity Revenue and Expense Reports – as required by Property Tax Code Sec 31.10 Delinquent Tax Attorney Tape, which includes Assessments
Annual:	Certified Tax Roll Paid Assessment Roll Delinquent Assessment Roll Current Assessment Roll

The following weekly reports are available upon request only and provided via email:

Weekly:	Detail Collection Summary Report Detail Collection Summary by Year
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III.
COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, CITY will compensate the ASSESSOR/COLLECTOR for the services rendered at a rate of one dollar and seven cents (\$1.07) per account located within Tarrant County, two dollars (\$2.00) per account located outside Tarrant County, and two dollars (\$2.00) per account for Special Assessments (PIDs, MUDs, MMDs, BIDs). The ASSESSOR/COLLECTOR reserves the right to increase these rates for services performed by no more than 3% per year at its sole discretion for the duration of this contract. If the ASSESSOR/COLLECTOR institutes such an increase, the increase will begin as of October 1, 2026, for the duration of that collection year. Further increases will be reviewed and instituted on an annual basis. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by **January 31 of each contract year** with payment to be received from the CITY by **February 28 of each contract year**. The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid by the entity.

IV.
AUDITS

The ASSESSOR/COLLECTOR will provide to the CITY auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the CITY auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be charged to and must be paid by the CITY.

V.
TAX RATE REQUIREMENT

The CITY will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the CITY'S current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the CITY. Any additional cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by City of Dalworthington Gardens will be paid by City of Dalworthington Gardens.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

VI.
**COMPLIANCE WITH APPLICABLE
STATUTES, ORDINANCES, AND REGULATIONS**

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the CITY of that fact and the reasons therefore.

VII.
DEPOSIT OF FUNDS

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the CITY shall be promptly transferred to the account of the CITY at the CITY'S depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the CITY'S funds from the COUNTY Depository to the CITY'S designated depository. ASSESSOR/COLLECTOR has the authority to temporarily suspend payments to City of Dalworthington Gardens due to unforeseen or unanticipated circumstances.

VIII.

INVESTMENT OF FUNDS

The CITY hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the CITY during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the CITY all interest or other earnings attributable to taxes owed to the CITY. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the CITY.

IX.

REFUNDS

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the CITY of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

If the amount of refunds processed for City of Dalworthington Gardens exceeds collections for City of Dalworthington Gardens, City of Dalworthington Gardens will be placed in a negative status and no distributions will be made to City of Dalworthington Gardens until collections exceed the negative balance.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the CITY'S jurisdiction. The proportional share is based upon the CITY'S percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the CITY is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the CITY to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the CITY and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.

DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the CITY through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the CITY.

If the delinquent collection Attorney contracted by the CITY requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the CITY and will be added to the collection expenses and charged to the CITY.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.

TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect through the 2027 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.

NOTICES

Any notices to be given hereunder by either party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change

this address by notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ ***DATE*** _____
RICK BARNES
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
RDBarnes@tarrantcountytx.gov

FOR CITY OF DALWORTHINGTON GARDENS:

BY: _____ ***DATE*** _____
TITLE: _____
EMAIL: _____

FOR TARRANT COUNTY:

BY: _____ ***DATE*** _____
TIM O'HARE
TARRANT COUNTY JUDGE

APPROVED AS TO FORM:

BY: _____ ***DATE*** _____
CRIMINAL DISTRICT ATTORNEY'S OFFICE*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

City Council

Staff Agenda Report

Agenda Item: 8b.

Agenda Subject: Consider Resolution No. 2025-13, finding that Oncor Electricity Delivery Company LLC's application for approval to amend its Distribution Cost Recovery Factor to increase distribution rates within the city should be denied.

Meeting Date:	Financial Considerations:	Strategic Vision Pillar:
July 17, 2025	Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Financial Stability <input type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence

Background Information:

PURPOSE Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 26, 2025 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about \$7.90 per month.

The resolution suspends the July 31, 2025 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

DISCUSSION The City of Dalworthington Gardens is a member of a 170-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since May 2022.

Explanation of "Be It Resolved" Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by July 31, 2025.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

Recommended Action/Motion: Approval of Resolution No. 2025-13 to deny application for approval to amend Oncor Distribution Cost Recovery Factor to increase distribution rates within the city.

Attachments:

Resolution No 2025-13

RESOLUTION NO. 2025-13

RESOLUTION OF THE CITY OF DALWORTHINGTON GARDENS SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

WHEREAS, on or about June 26, 2025, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Dalworthington Gardens a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

WHEREAS, the City of Dalworthington Gardens is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

1. That the July 31, 2025 effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this the 17TH day of July, 2025.

Mayor, City of Dalworthington Gardens

ATTEST:

Sandra Ma, City Secretary

City Council
Staff Agenda Report

Agenda Item: 9a.

Agenda Subject: Discussion and possible action to sign agreement with Tyler Payments as our payment processor.

Meeting Date:	Financial Considerations:	Strategic Vision Pillar:
July 17, 2025	Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Financial Stability <input type="checkbox"/> Appearance of City <input type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence

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.

Recommended Action/Motion:

Attachments:
CONTRACT & PAYMENT PROCESSING LICENSE AND SERVICES AGREEMENT



Sales Quotation For:

City of Dalworthington Gardens
 2600 ROOSEVELT DRIVE
 DALWORTHINGTON GARDENS TX 76016
 Pam Dwyer
 +1 (682) 330-7418
 pdwyer@cityofdwyg.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					Quantity	Unit Price	Extended Price	Annual
Description								
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.#: _____

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. 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, expect 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

Agenda Subject: Discussion and possible action regarding Ordinance No. 2025-07 Telecommunication Towers		
Meeting Date: July 17, 2025	Financial Considerations: Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Strategic Vision Pillar: <input type="checkbox"/> Financial Stability <input checked="" type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence

Background Information:

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

Attachments:

Ordinance 2025-07, Telecommunication Tower

ORDINANCE NO. 2025-07

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.

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.

§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 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 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 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 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 of record must notify the planning and development department 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 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 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 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 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 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

“

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 19th day of June, 2025.

By: Laurie Bianco
Laurie Bianco, Mayor

ATTEST:

[Signature]
Sandra Ma, City Secretary

