I. CALL TO ORDER

II. CITIZEN COMMENTS ON ANY AGENDA ITEM

III. MINUTES

Approve Minutes Of The Regular Meeting Held On September 3, 2020

Documents:

MINUTES-09-03-20.PDF

IV. PRESENTATION BY PLANNING AND ZONING COMMISSION

PZ-2020-04 Adopt An Ordinance Amending Title 17 – Zoning Of The Benbrook Municipal Code (1985), As Amended, By Amending Chapter 17.92 – Sign Regulations And Chapter 17.79 – Benbrook Boulevard Corridor Overlay District Establishing Updated Sign Regulations; And Amending Chapter 17.08 – Definitions Updating Various Sign Definitions [PUBLIC HEARING]

Documents:

PZ-2020-04 SIGN ORDINANCE STAFF REPORT.PDF
PZ-2020-04 SIGN ORDINANCE.PDF

V. REPORTS FROM CITY MANAGER

A. GENERAL

G-2481 Approve Interlocal Agreement With The City Of Fort Worth For Rabies Control And Testing

Documents:

G-2481 INTERLOCAL AGREEMENT RABIES.PDF
G-2481 THE INTERLOCAL AGREEMENT RABIES.PDF

G-2482 Accept Finance Report Ending August 31, 2020

Documents:

G-2482 FINANCE REPORT AUG 20.PDF
G-2482 REVENUE CHART AUG 20.PDF
G-2482 EXPENDITURE CHART AUG 20.PDF
G-2482 SALES TAX COMPARISON AUG 20.PDF

G-2483 Adopt Resolution Approving The Negotiated Settlement Between The Atmos Cities Steering Committee And Atmos Energy Corp., Mid-Tex Division Regarding The 2020 Rate Review Mechanism Filing

Documents:

G-2483 ATMOS ENERGY RATE SETTLEMENT.PDF
G-2483 2020 ATMOS MID-TEX RRM MODEL ATTACHMENTS.PDF
G-2483 2020 ATMOS MID-TEX RRM SETTLEMENT RESOLUTION.PDF

G-2484 Adopt Ordinance Approving Budget Figures For FY 2020/21

Documents:

G-2484 ORDINANCE BUDGET FIGURES 2020-21.PDF

G-2485 Ratify The Property Tax Revenue Increase Reflected In 2020/2021 Budget

Documents:

G-2485 RATIFY TAX REVENUE.PDF

B. PURCHASE

P-284 Approve Purchase Of Five (5) Police Vehicles

Documents:

P-284 PURCHASE 2021 CHEVROLET TAHOES.PDF

VI. INFORMAL CITIZEN COMMENTS

State Law prohibits any deliberation of or decisions regarding items presented in informal citizen comments. City Council may only make a statement of specific information given in response to the inquiry; recite an existing policy; or request staff place the item on an agenda for a subsequent meeting. The exception to informal comments is that once an election date has been set by City Council comments relative to elections will not be broadcast on the City's cable channel. However, a copy of the tape containing citizens' comments will be available at city hall for review or purchase by interested citizens

VII. COUNCIL MEMBER AND STAFF COMMENTS

Announcements from City Councilmembers and City Staff may be made for items to include: expression of thanks; congratulations; condolence; recognition of public officials, employees or citizens; information regarding holiday schedules; reminders of community events or announcements involving an imminent threat to the public health and safety of the municipality that has arisen after the posing of the agenda. No discussion or formal action may be taken on these items at this meeting.

VIII. ADJOURNMENT

MINUTES
OF THE
MEETING OF THE
BENBROOK CITY COUNCIL
THURSDAY, SEPTEMBER 3, 2020

The regular meeting of the Benbrook City Council was held on September 3, 2020 at 7:30 p.m. in the Council Chambers with the following Council members present:

Jerry Dittrich, Mayor
Renee Franklin - via Telephone Conference
Larry Marshall - via Telephone Conference
Dustin Phillips - via Telephone Conference
Jim Wilson - via Telephone Conference
Laura Mackey - via Telephone Conference
Jason Ward - via Telephone Conference

Also Present:

Andy Wayman, City Manager
Jim Hinderaker, Assistant City Manager
Beth Fischer, Deputy City Secretary
Cathy Morris, EDC Director
Rick Overgaard, Finance Director
Wes Cooper, Systems Administrator
Steve, Pam, Reese and Nash Carlson

I. CALL TO ORDER

Meeting called to order at 7:30 p. m. by Mayor Jerry Dittrich.

II. CITIZEN COMMENTS ON ANY AGENDA ITEM

Mayor Dittrich requested citizen comments on any agenda item via telephone conference. After three minutes there were no calls received.

III. MINUTES

1. Minutes of the regular meeting held August 20, 2020

Motion by Dr. Marshall, seconded by Mr. Phillips to approve the minutes of the regular meeting held August 20, 2020.

Vote on the Motion by Roll Call:

Ayes: Ms. Franklin, Dr. Marshall, Mr. Phillips, Mayor Dittrich, Mr. Wilson, Ms. Mackey

Noes: None

Motion carried unanimously.

IV. PRESENTATION BY BENBROOK ECONOMIC DEVELOPMENT BOARD OF DIRECTORS

EDC-2020-03 Ratify the Benbrook Economic Development Corporation Budget for FY 2020-2021

Cathy Morris gave the following report: The proposed Economic Development Corporation (EDC) FY2021 budget totals $1,553,486.00. City departments submit budgets for City Manager and Finance department review.

While administrative costs are approved through the normal city review process, the EDC board of directors is asked to consider, approve, and recommend EDC project funding, as generally described in account(s) 5700.

A summary of the Benbrook Economic Development Corporation FY2021 proposed budget, with corresponding accounts, is as follows:

Administrative Budget Accounts 5000-5300	$528,486
BEDC Projects - 5700	
5705 Storefront Improvement Grant (ongoing)	$200,000
5706 NW Winscott (enviro, maintenance, incidentals)	$100,000
5707 Westpark Corner (demo, maintenance, incidentals)	$75,000
5718 Timber Creek Center (reimburse façade improvements)	$150,000
5722 Benbrook Boulevard (infrastructure/beautification)	$500,000
TOTAL PROJECTS	$1,025,000
TOTAL BEDC FY2021 BUDGET	$1,553,486

End-of-Year Available Funds

On October 1, 2020, Staff projects a fund balance of approximately $4,606,840. Projected FY2021 total revenue is approximately $1,500,000. Netting out the proposed FY2021 budget leaves projected end-of-fiscal-year funds available of $4,553,354; notwithstanding unanticipated budget adjustments for new project expenditures and possible revenue from the sale of EDC-owned properties.

At their August 17, 2020 regular meeting, the BEDC board conducted a public hearing and unanimously approved the budget. There were no citizen comments.

Motion by Ms. Mackey, seconded by Ms. Franklin to approve the proposed EDC budget for FY 2020-2021

Vote on the Motion by Roll Call:

Ayes: Dr. Marshall, Mr. Phillips, Mayor Dittrich, Mr. Wilson, Ms. Mackey, Ms. Franklin

Noes: None

Motion carried unanimously.

IV. PRESENTATION BY BENBROOK ECONOMIC DEVELOPMENT BOARD OF DIRECTORS

EDC-2020-04 Approve Economic Development and Performance Agreement between the City of Benbrook, the Benbrook Economic Development Corporation (BEDC) and Kenneth Russell, and a Temporary Commercial Lease Agreement between the BEDC and Kenneth Russell (Public Hearing)

Cathy Morris gave the following report: Russell Feed & Supply, located at 8704 Benbrook Boulevard, has been in operation since 1997, when Kenneth Russell purchased three feed stores in the area. For over 20 years, Mr. Russell has provided farmers, ranchers, and homeowners with needed supplies, from horse and cattle feed, to pet care items, vaccination clinics, and lawn and garden products.

Located at the corner of Benbrook Boulevard and Mercedes Street, the 9,650sf feed store is a small but growing business, and Mr. Russell is seeking to purchase adjacent city-owned tracts to expand his business.

City staff has been working with the Russell team to reach agreement on a new development that meets Russell's operation needs, encourages construction of a new building with enhanced material and architectural elements, and accommodates public art features that help elevate the City's brand on this prominent commercial corridor.

ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT

Staff worked with Russell and the City Attorney to draft the attached Economic Development and Performance Agreement. The agreement outlines a process whereby Kenneth Russell can acquire the city-owned properties to construct a new Russell Feed & Supply, as depicted in the agreement Exhibits.

The Agreement outlines obligations of each party, along with timelines. Some items are listed below:

City Obligations

- Prepare bid documents in accordance with attached agreement exhibits.
- Retain ownership and provide maintenance, repair, and upkeep of approximately 4,000sf on the Mercedes corner to showcase public art and branding elements.

Russell Obligations

- Submit appropriate bid to purchase the city property.
- File appropriate applications for any required replat, rezone, and conditional use permitting.
- Perform all necessary site improvements required to construct the new facility.
- Obtain all necessary permits and insurances.
- Design and construct the facility and obtain required certificate of occupancy.

BEDC Obligations

- Reimburse Russell for costs associated with site improvements, not to exceed $186,000.
- Authorize, fund, and maintain all city branding features of the project to include a community mural along the north wall of the new building, and public art or other elements on the Mercedes corner.
- Temporarily lease to Russell the existing EDC-owned Marc's Automotive property, located at 9331 and 9351 Westpark Drive.

TEMPORARY COMMERCIAL LEASE AGREEMENT

To avoid interruption in Benbrook Russell Feed & Supply operations while construction of the new facility is ongoing, the attached lease agreement (Exhibit "C" of the developer agreement) allows Kenneth Russell to temporarily lease the EDC-owned property, at no cost, for a period of up to 12-months, with a possible extension, if needed.

Mayor Dittrich opened the public hearing at 7:44 p.m. and announced that the telephone lines were open to accept citizen input on the proposed agreements. After three minutes there were no calls received.

Mayor Dittrich closed the public hearing at 7:47 p.m.

Motion by Ms. Mackey, seconded by Dr. Marshall to approve the Economic Development and Performance Agreement between the City of Benbrook, the Benbrook Economic Development Corporation (BEDC), and Kenneth Russell, and approve a Temporary Commercial Lease Agreement between the BEDC and Kenneth Russell.

Vote on the Motion by Roll Call:

Ayes: Mr. Phillips, Mayor Dittrich, Mr. Wilson, Ms. Mackey, Ms. Franklin, Dr. Marshall

Noes: None

Motion carried unanimously.

V. REPORTS FROM CITY MANAGER

A. GENERAL

G-2480 Adopt Resolution authorizing the City Manager to execute and Interlocal Agreement for Mutual Aid for Information Technology Services

Wes Cooper gave the following report: Cities across the country have experienced technology emergencies that have severely impacted municipal operations. These disasters come in many forms including cybersecurity attacks, major system failures, tornados or other weather events, and illness affecting a significant number of IT staff.

Municipal IT leaders in North Texas have developed an Interlocal Agreement (ILA) to provide mutual aid services to participating governmental entities. The ILA provides a framework to both request assistance and respond to a disaster. Similar to mutual aid agreements for public safety services, the ILA establishes terms and conditions in advance to speed response and clarify roles and responsibilities.

Adopting a mutual aid ILA for technology is a “best practice” approach to preparing for cybersecurity attacks and other incidents.

Motion by Mr. Wilson, seconded by Ms. Franklin to adopt resolution authorizing the City Manager to execute an Interlocal Agreement for Mutual Aid for IT services.

Vote on the Motion by Roll Call:

Ayes: Mayor Dittrich, Mr. Wilson, Ms. Mackey, Ms. Franklin, Dr. Marshall, Mr. Phillips,

Noes: None

Motion carried unanimously

VI. OTHER MATTERS OF BUSINESS

1. Second Public Hearing on proposed budget for FY 2020/2021

Rick Overgaard gave the following summary of the 2020-2021 Proposed Budget:

- 2019/2020 tax rate $0.62777
- Adopted 2020/2021 tax rate $0.62250

Revenues and Transfers In

- General Fund $21,268,900
- Debt Service Fund $ 1,719,267
- Operating Funds $22,988,167

Expenditures and Transfers Out

- General Fund $21,264,353
- Debt Service Fund $ 1,610,241
- Operating Funds $22,874,594

Transfers Out – General Fund

- Capital Asset Replacement $500,000

Transfers to Operating Funds

- Road Damage Fund $ 22,439
- Storm Water Utility Fund $733,366
- TIF Fund $501,203

Projected Ending Fund Balances

- General Fund $8,500,767
- Debt Service Fund $ 453,430
- Operating Funds $8,954,197

Budget Highlights (Base Budget)

- Continuation of current services, programs and staffing levels
- No Decision Packages
- No Cost of Living Adjustment for Full-Time Employees
- Flat Sales Tax growth
- Purchase Fire Truck per Capital Improvements Program
- Increase Asphalt Overlay Program per Capital Improvements Program

Debt Service Fund

- Principal and interest payments for three General Obligation Bond issues
- Transfers from Storm Water Utility Fund and TIF Fund for related debt - $1,234,569
- Debt Service Property Tax Rate at $0.0210

This is the second public hearing on the proposed Fiscal Year 2020-2021 budget. City Council will adopt the FY 2020-2021 budget and ratify property tax revenue increase at the September 17, 2020 meeting.

Mayor Dittrich opened the public hearing at 7:58 p.m. and announced that the telephone lines were open to accept citizen input on the proposed budget.

Leah Rodriguez called speaking in favor of the budget.

Mayor Dittrich closed the public hearing at 8:01 p.m.

VII. INFORMAL CITIZEN COMMENTS

Mayor Dittrich requested informal citizen comments via telephone conference. After three minutes there were no calls received.

VIII. COUNCIL MEMBER AND STAFF COMMENTS

Renee Franklin reminded citizens of the upcoming Trash Bash on September 19, 2020.

Jim Hinderaker gave report on COVID-19.

Laura Mackey wished Benbrook and surrounding students a good first day of school on Tuesday, September 8, 2020.

IX. ADJOURNMENT

Meeting adjourned at 8:08 p.m. followed by a Worksession:

1. Discuss Municipal Complex
2. Discuss City Council/Citizen Email and Correspondence

APPROVED:

_____

Jerry B. Dittrich, Mayor

ATTEST:

_____

Beth Fischer, Deputy City Secretary

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
09/17/2020	**PZ-2020-04** **ZTA-20-02**	**Ordinance amending Title 17 – Zoning of the Benbrook Municipal Code (1985), as amended, by amending Chapter 17.92 – Sign Regulations and Chapter 17.79 – Benbrook Boulevard Corridor Overlay District establishing updated sign regulations; and amending Chapter 17.08 - Definitions updating various sign definitions**	**1 of 2**

Planning and Zoning Commission Meeting Held August 13, 2020

Request Type: Zoning Ordinance Text Amendment

The purpose of the sign ordinance update is to improve readability, incorporate recent Supreme Court decisions, and clarify conflicting and vague regulations.

Summary

The following is a summary of the draft ordinance:

- Reorganized the sign chapter to make the regulations easier to find, understand, and implement.
- Created new purpose section.
- Removed sign definitions from Chapter 17.08 and placed applicable sign terms and definitions within Chapter 17.92. Some definitions were either updated or removed to reflect City Attorney suggestions to comply with recent Supreme Court decisions, or to resolve conflicting or vague regulations.
- Created new temporary sign regulations. Based on City Attorney guidance, sign regulations should not be based on the sign's content like "real estate sign", "residential sign", "political sign", and "menu board sign", among others. To avoid legal issues, yet still allow these signs as a practical matter, the City should allow additional signage when a certain condition exists on a property, but not tie the additional sign allowance to its content.
- Clarified the number of freestanding signs allowed on a property.
- Allowed individual sign panel changes on freestanding signs, with an approved sign permit, so long as the sign's location, height, cabinet(s), basic construction, and other significant characteristic remain unchanged and the total sign area does not increase.
- Signs constructed, placed, or maintained by the federal, state, or local government are exempt from zoning code.
- Removed redundant and\or conflicting administrative procedures.
- Removed variance process from the sign chapter, as the zoning ordinance already contains Chapter 17.16 – Board of Adjustment, which contains details on the authority of the Zoning Board of Adjustment and criteria for variance approval, as regulated by State Law.

Planning and Zoning Recommended Motion

Move to adopt the zoning ordinance text amendment, as presented.

Attachments

- Ordinance

SUBMITTED BY:	DISPOSITION BY COUNCIL: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY: CITY SECRETARY
CITY MANAGER		DATE:

UNAPPROVED MINUTES
OF THE MEETING OF THE CITY OF BENBROOK
PLANNING AND ZONING COMMISSION
REGULAR MEETING
THURSDAY, AUGUST 13, 2020

IV. REPORTS OF CITY STAFF

B. ZONING

1) ZTA-20-02 – Ordinance amending Title 17 - Zoning of the Benbrook Municipal Code (1985), as amended, by amending Chapter 17.92 – Sign Regulations and Chapter 17.79 – Benbrook Boulevard Corridor Overlay District establishing updated sign regulations; and amending Chapter 17.08 – Definitions to update various sign definitions. [PUBLIC HEARING]

Doug Howard, City Planner, presented the staff report for consideration for amendments to the City sign regulations of Title 17 – Zoning of the Benbrook Municipal Code. The purpose of the sign ordinance update is to improve readability, incorporate recent Supreme Court decisions, and clarify conflicting and vague regulations.

The Chair asked for public comment. There were no public comments. The Chair closed the public hearing at 8:11 p.m.

Motion by Commissioner Logan to recommend City Council adopt the zoning ordinance text amendment, as presented. Seconded by Commissioner Craver. The presiding officer called the question:

Vote on the motion:
Ayes: Mr. Ramsey, Mr. Logan, Mr. Valverde, Mr. Wallis, Mr. Craver, Mr. Brauer, Mr. Eason, and Mr. Farrar

Noes: None

Abstain: None

Motion carried: 8 – 0 – 0

ORDINANCE NO. 1459

AN ORDINANCE AMENDING TITLE 17 - ZONING OF THE BENBROOK MUNICIPAL CODE (1985), AS AMENDED, BY AMENDING CHAPTER 17.92 – SIGN REGULATIONS AND CHAPTER 17.79 – BENBROOK BOULEVARD CORRIDOR OVERLAY DISTRICT ESTABLISHING UPDATED SIGN REGULATIONS; AND AMENDING CHAPTER 17.08 – DEFINITIONS UPDATING VARIOUS SIGN DEFINITIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Benbrook is a home rule city acting under its own charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, Chapter 211 of the Local Government Code authorizes municipalities to regulate land use, structures, businesses, and related activities within its corporate limits for the purpose of promoting the public health, safety and general welfare of the community and protecting and preserving places and areas of historical, cultural and architectural importance and significance; and

WHEREAS, the City has previously adopted zoning regulations as Title 17 of the Benbrook Municipal Code (1985), as amended through Ordinance 1456; and

WHEREAS, a public hearing was held concerning this amendment, Case No. ZTA-20-02, by the Planning and Zoning Commission on the 13th day of August 2020 and by the City Council on the 17th day of September 2020; and

WHEREAS, the City Council has given published notice and held public hearings with the respect to the amendment to the Zoning Ordinance as required by law; and

WHEREAS, the City Council now deems the provisions of the present zoning regulations inadequate, because of changing conditions since its passage, to accomplish the foregoing objectives, and that said Title 17 shall be amended and superseded by the provisions of this ordinance; and

WHEREAS, the City Council finds that sign regulations enhance the economic viability of the community, while protecting the City and its citizens from a proliferation of signs of a type, size, number, location and character that would adversely impact upon the aesthetics of the community or threaten the health, safety and welfare of the community; and

WHEREAS, the City Council finds that the appropriate regulation of the physical characteristic of signs in the City and other communities has had a positive impact on the safety and the appearance of the community; and

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

SECTION 1

That Chapter 17.92 – Sign Regulations of Title 17 – Zoning of the Benbrook Municipal Code (1985), as amended, is hereby amended by replacing Chapter 17.92 – Sign Regulations in its entirety to provide the following:

17.92.010 Purpose.

A. The purposes of these sign regulations are to provide uniform sign standards that:
   1. Promote community pride and a positive image of the City;
   2. Protect the rights of persons and business to freedom of speech under the State of Texas and federal law;
   3. Ensure consistency with State statutes relating to sign regulations;
   4. Facilitate Economic Development;
   5. Reduce the confusion and traffic hazards that result from excessive and prolific use of sign displays;
   6. Promote public safety and protect persons and property by ensuring that signs do not create a hazard by:
      a. Collapsing, catching fire, or otherwise deteriorating or decaying;
      b. Confusing or distracting motorists; or
      c. Impairing a driver's ability by obstructing the awareness or visibility of pedestrians, obstacles, or other vehicles, or to read traffic-control devices or signs;
   7. Control the number, size, height, location, lightning, and design characteristics of signs to avoid visual clutter which leads to a decline in the community's appearance and property values, and reduces the effectiveness of the signs;
   8. Clearly identify various sign types by their physical and structural characteristics in order to make the regulations easier to use, while promoting the City's goals and objectives relating to the design, appearance, and economic effectiveness of signs;
   9. Address the latest and emerging technologies in the sign industry, such as electronic message centers and other types of illuminated signs, in a way that allows persons and businesses to convey and communicate while also:
      a. Protecting the use and character of neighborhoods;
      b. Enhancing the function and appearance of the City's commercial corridors; and
      c. Promoting the City's character and design objectives; and
   10. Implement the City's Comprehensive Plan;
   11. Coordinate the City's sign regulations with the applicable zoning districts in order to protect and promote the purpose and character of those districts.

B. These regulations do not regulate every form and instance of visual communication that may be displayed anywhere within the City. Rather, they are intended to regulate those forms and instances that are most likely to meaningfully affect one or more of the purposes set forth above.

C. These regulations do not entirely eliminate all of the harms that may be created by the installation and display of signs. Rather, they strike an appropriate balance that preserves ample channels of communication by means of visual display while still reducing and mitigating the extent of the harms caused by signs.

17.92.020 Substitution of noncommercial messages

A. Subject to the property owner's consent, a commercial message or noncommercial message of any type may be substituted for any duly permitted or allowed noncommercial message provided that the sign structure or mounting devise is legal without consideration of message content. Such substitution of message requires a sign permit, unless otherwise allowed by this chapter. This provision prevails over any provision to the contrary in this ordinance. The purpose of this provision is to prevent any inadvertent favoring of a commercial message over a noncommercial message, or favoring of any particular noncommercial message over any other noncommercial message. This provision does not

create a right to increase the total amount of signage on a parcel, nor does it affect the requirement that a sign structure or mounting devise be properly permitted.

B. All noncommercial messages are considered on-premises signs and are entitled to the privileges that on-premises signs receive under this Title.

17.92.030 Definitions.

"Abandoned sign." Any sign which, for at least six continuous months, does not serve a bona fide purpose or for which no legal owner can be found.

"Address sign." A required sign which displays the official address of a property, building, or suite.

"Alteration" (sign alteration). Any change of size, shape, illumination, position, location, construction, or supporting structure of any sign.

"Animated sign." Any sign having a conspicuous and intermittent variation in illumination, or physical position of any or all of its parts, or that uses movement or change of lighting to depict action or create a special effect or scene.

"Balloon sign." An inflated device carried aloft or fixed to the ground used for the purpose of advertising or drawing attention.

"Banner sign." Any sign of lightweight fabric or similar material that is permanently mounted to a pole or a building by a permanent frame at one or more edges. National flags, state or municipal flags, or the official flag of any institution shall not be considered banners.

"Beacon." Any light with one or more beams that may rotate or move and are directed into the atmosphere. A searchlight is a beacon.

"Blade sign." A pedestrian-oriented sign that is affixed perpendicular to the corner of a building or along the front façade of a building above the ground floor to provide identification for the whole building. The sign may be affixed directly to the building, suspended under a bracket that is mounted to a building, or suspended under a canopy, awning or arcade.

"Building sign." Any sign attached to, applied on or supported by any part of a building (such as a wall, roof, window, canopy, awning, arcade or marquee) that encloses or covers usable space, as contrasted to a freestanding sign.

"Canopy sign." Any sign that is a part of, attached to, or affixed to the top of an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

"Changeable copy sign." A sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or surface of the sign, including electronic and light-emitting diode (LED) signs. A sign on which the message changes more frequently than permitted in this chapter shall be considered an animated sign and not a changeable copy sign for the purposes of this Title.

"Commercial message." Speech or graphics advertising a business, provision, commodity, service, or entertainment.

"Dilapidated or deteriorated sign." Any sign 1) where any portion of the finished material, surface, or message portion of the sign is visibly faded so as to no longer be clearly read, flaked, broken off, missing, cracked, splintered, defective, or is otherwise visibly deteriorated or in a state of disrepair so as not to substantially appear as it was intended or designed to appear when originally constructed; or 2) whose elements or structural support or frame members are visibly bent, broken, dented, or torn, twisted, leaning, or at angles other than those at which it was originally erected (such as may result from being blown or by failure of a structural member).

"Flag sign." Displays on cloth or other flexible material attached on only one side.

"Freestanding sign." Any sign supported by structures or supports that are placed on or anchored in the ground and that are independent from any building or other structure. Pylon signs and monument signs are examples of freestanding signs.

"Government sign." A sign that is constructed, placed, or maintained by the federal, state, or local government or a sign that is required to be constructed, placed, or maintained by the federal, state, or local government either directly or to enforce a property owner's rights.

“Height” (of a sign). Height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign.
“Incidental sign.” A sign, generally informational, that has a purpose secondary to the use of the lot on which it is located, such as "no parking," "entrance," “exit,” "loading only,” and other similar directives. No sign with a commercial message greater than one square foot shall be considered incidental.
“Off-premises sign.” A sign which directs attention to a business, profession, product, service, activity or entertainment not conducted, sold or offered on the premises upon which the sign is located.
“On-premises sign.” A sign directing attention to a business, profession, product, service, or activity conducted, sold or offered on the same premises where the sign is located, or a sign that is otherwise defined as an on-premises sign by this article.
“Model home sign.” A sign erected at a location where a home is built as a model home or real estate office for a home builder within a residential subdivision.
“Monument sign.” A freestanding sign having a low profile, made of stone, concrete, metal, brick or similar materials or combination of materials, which repeats or harmonizes with the architecture of the establishment it serves. Monument signs must include a solid masonry base at least twelve inches in height, and which has no clear space for the full width of the sign between the bottom of the sign and the ground. The above ground portion of the base is considered part of the total allowable height of the monument sign. A monument sign may contain the name, logo, address, product or service of the establishment, and a changeable copy panel.
“Normal grade” shall be construed to be the lower of (1) existing grade prior to construction or (2) the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign. In cases in which the normal grade cannot be reasonably determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the main building on the lot, whichever is lower.
“Painted wall sign.” A sign applied to a building wall with paint and which has no sign structure.
“Pennant sign.” Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.
“Pole sign.” A sign that is mounted on a pole or other support so that the bottom edge of the sign cabinet is more than eight feet above normal grade. A pole sign is a prohibited sign.
“Portable sign.” Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including but not limited to, signs designed to be transported by means of wheels; signs converted to A-frame or T-frame; menu or sandwich board signs; and umbrellas used for advertising. Portable signs are considered temporary signs.
“Projecting sign.” Any sign affixed to a building or wall in such a manner that its leading edge extends more than twelve (12) inches beyond the surface of such building or wall.
“Pylon sign.” A freestanding sign other than a pole sign, permanently affixed to the ground by two columns or supports with the sign face contained entirely between the two columns and the bottom edge of the sign cabinet is a minimum of eight feet above normal grade.
“Real estate sign.” An on-premises commercial message sign, advertising a parcel of land or a structure for rent, lease, or sale.
“Responsible Party.” The owner/operator of the business being identified on the sign; the owner of the property upon which the sign or sign structure is located; the owner of the sign or sign structure; the person who installs a sign or sign structure, or contracts with a third party to accomplish the installation; and /or the person who retrieves a sign from the impound.
“Roof sign.” Any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure, and extending vertically above the highest portion of the roof.
“Sign.” A presentation of letters, numbers, figures, pictures, emblems, insignias, lines or colors or any combination thereof, displayed for the purpose of information, direction or identification,

or to advertise or promote a business, service, activity, interest or product. The following characteristics of signs are regulated in this chapter: 1) “Beacon.” Any light with one or more beams that may rotate or move and are directed into the atmosphere. A searchlight is a beacon; 2) “Flashing.” Operation that creates flashing light, change in light intensity, color or copy, or intermittent light impulses; 3) “Motion.” The moving or rotating of a sign or portion thereof, or the giving of the perception of motion, other than a message center as hereinafter defined; 4) “Reflective.” A sign having copy or background made of reflective surfaces made to shimmer.

“Sign setback.” The minimum distance required between any property line and any portion of a sign or sign structure.

“Special event signs.” Includes pennants and banners.

“Street frontage.” Length of the front property line where it is adjacent to a street right-of-way. The secondary front property line may be included provided it faces property that is not residentially zoned.

“Subdivision wall sign.” A sign located near the entryway of a residential subdivision on a required perimeter wall.

“Temporary sign.” Any sign, banner, pennant, valance or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other light materials, with or without frames, intended to be displayed for a limited period of time only.

“Unified commercial sign.” A freestanding sign located on a specified commercial or industrial development that is platted, managed, or marketed as a single identifiable development with designated boundaries and includes off-site business identifications of business and/or activities located on other lots within the identifiable development when such boundaries of properties involved are approved by the planning and zoning commission.

“Vehicle sign.” Any sign attached to or painted on vehicles parked and visible from the public right-of-way.

“Visibility triangle.” A clear view area, between heights of three (3) and ten (10) feet, formed by the corner and points on every property line, extending thirty-five (35) from the intersection or entrance.

“Wall sign.” Any sign attached parallel to, but within six inches of, a wall and its leading edge no more than twelve (12) inches from the wall. The signs shall be constructed and confined within the limits of an outside wall of any building or structure, which is supported by such a wall or building, and which displays only one sign surface. For the purpose of this section, awnings, canopy fascias and mansards extending along a building side shall be considered a part of the wall. Lighted signs in a window affixed to a window, or otherwise located for the purpose of being viewed from the exterior of a building through a window shall also be considered a wall sign.

“Window sign.” Any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.

17.92.040 Prohibited signs or characteristics of signs.

A. Signs not expressly permitted as being allowed by right or by permit under this ordinance, by specific requirements in another portion of this ordinance, or otherwise expressly allowed by the City Council or Board of Adjustment are not allowed within the City. Such signs include, but are not limited to:
    1. Signs which imitate or resemble any official traffic sign, signal or device; or which use a revolving beam or beacon resembling any emergency vehicle, or are located or illuminated in such a manner as to obscure or otherwise interfere with the effectiveness of an official traffic sign, signal, or device, or so as to obstruct or interfere with the view of a driver of approaching, emerging, or intersecting traffic, or so as to prevent any traveler on any street from obtaining a clear view of approaching vehicles for a distance of 250 feet along the street.

2. Signs which are erected or maintained upon trees or which are painted or drawn upon rocks or other natural features.
3. Beacons and/or searchlights.
4. Strings of lights not permanently mounted to a rigid background, except those holiday lights and decorations exempt by this chapter.
5. Projecting signs; except blade or canopy signs.
6. Roof signs.
7. Off-premises signs, products or services, except if approved as a unified commercial sign as provided by this chapter.
8. Animated or moving signs.
9. Signs located on private property without the consent of the owner of said premises.
10. Signs that are located in or interfere with the use of a required off-street parking space or maneuvering area.
11. Signs which are, or are becoming deteriorated, dilapidated or in danger of falling or otherwise unsafe.
12. Any unauthorized sign on or attached to a public street light, utility pole, hydrant, bridge, traffic control device, street sign, or other public structure or building, or any sign located in, on, over or within a public street, sidewalk, alley, easement, or right-of-way.
13. Illuminated signs, which:
    a. Are illuminated in such a manner, due to high intensity light fixtures or without proper shielding, so as to constitute a hazard to the operation of motor vehicles upon a public street or substantially interfere with the reasonable enjoyment of residential property; or
    b. Have any type of intermittent illumination, including flashing, fading, revolving, intermittently lighted, changing color or blinking lights.
14. Balloons or other inflatable devises.
15. Signs which display obscene, indecent, or immoral matter.
16. Pole signs.
17. Painted wall signs.
18. Signs that contain exposed bulbs and/or exposed neon.
19. Signs that contain reflective materials.
20. Signs that are made structurally sound by guy wires or unsightly bracing.

B. Nothing in this Title prohibits signs placed on public property designated as an official polling place on a designated election day so long as such signs are located outside the specified distance from the polling place entrance as permitted by state election laws.

17.92.050 Exempt Signs.

The following signs shall be exempt from regulations under this chapter:

A. Government signs. A government sign is a sign that is constructed, placed, and/or maintained by the federal, state, or local government or a sign that is required to be constructed, placed, or maintained by the federal, state, or local government either directly or to enforce a property owner's rights.
B. Traffic control devices that are erected and maintained to comply with the Texas Manual on Uniform Traffic Control Devices, as approved by the City Engineer.
C. Signs required by other law, including federal, state, or local law, including a sign that a property owner is required to post on the owner's property to warn of danger or to prohibit access to the property, either generally or specifically; the owner must comply with the federal, state or local law to post a sign on the property.
D. Vehicle signs, when such vehicle is used in the normal day-to-day operations of the business (i.e. is used or moved at least once during a seventy-two (72) hour period).
E. Any sign inside a building, not attached to a window or door that is not legible from a distance of more than three (3) feet beyond the lot line of the lot or parcel on which such sign is located.
F. Works of art that do not include a commercial message.

G. Holiday lights and decorations with no commercial message, provided they are maintained in accordance with applicable regulations.
H. Seasonal and/or promotional banners installed by the Fort Worth Independent School District attached to street light poles, utility poles or other authorized structures. Banners shall not exceed fifteen (15) square feet per banner and each pole or other authorized structure shall not have more than two (2) banners attached.

17.92.060 Permits required.

A. Permits. Except as otherwise provided for herein; no sign shall be erected, altered, changed, or reconstructed in whole or in part, within the City without first obtaining a permit. Separate electrical permits are required for those signs requiring electrical inspections.
B. Calculating sign area. Sign area is calculated by taking the area of the smallest individual rectangle, triangle or circle or combination of not more than two (2) contiguous rectangles, triangles, or circles which will encompass all elements of the sign which form an integral part of the display, including background, borders and structural trim. The area of a double face sign shall be construed to be the area of the largest single face of the sign, provided that the interior angle formed by the two faces does not exceed thirty (30) degrees.
C. A permit shall not be required for:
    1. Routine maintenance; adjustments, replacement of light bulbs, etc. on existing signs.
    2. When a sign has been damaged by fire, windstorm, or other causes, immediate work may be done to prevent damage to property or hazard to persons, and to this extent only. Notice will be given as soon as practical to the building official.
    3. Window signs where expressly allowed; however, regulations still apply.
    4. Incidental signs where expressly allowed; however, regulations still apply.
    5. Temporary signs where expressly allowed; however, regulations still apply.

17.92.070 Single family residential districts.

Expressly permitted signs and regulations for single family districts:

A. The following regulations apply to signs within the “A,” “B,” “BR,” “SD,” “RE,” and “MH” Districts:
    1. Subdivision wall signs. Residential developments may place a sign on a masonry wall. Each entrance is permitted one (1) sign, not to exceed thirty (30) square feet in size, and illuminated only by spot-lighting; and the masonry wall must be controlled, owned, and maintained by a valid property owner association.
    2. Model home signs. Each builder may construct one (1) sign where they have located a real estate sales office/model home. Only one (1) sign is allowed per builder, per subdivision and the sign shall not exceed forty-eight (48) square feet and six (6) feet in height. Once the home is sold, the sign must be removed.
    3. Flags. Flags of the United States, the state, the city, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction, or other noncommercial flag, may be flown provided that such a flag shall not exceed sixty (60) square feet in area and shall not be flown from a pole the top of which is more than forty (40) feet in height. These flags should be flown in accordance with the United States Flag Code (Title 36, Chapter 10, United States Code, Paragraphs 170-178).
    4. Temporary signs.
        a. A property owner may place one (1) temporary sign with a sign face no larger than six (6) square feet on the property at any time to display a noncommercial message.
        b. One (1) additional temporary sign, not exceeding thirty-six (36) square feet in size, may be located on the owner’s property for a period of thirty (30) days prior to an election involving candidates for a federal, state, or local office that represent the district in which the property is located or involving an issue on a ballot of an election within the district where the property is located per issue and per candidate. Any sign covered by this subsection may remain on the property up to ten (10) days after the

election at issue. This section does not limit the content on the signs allowed under this subsection.

c. One additional temporary sign, not exceeding six (6) square feet in size, may be located on a property without a permit when the owner consents to the placement of a sign that property is for sale or lease or if an individual unit or units is for sale or lease. A sign posted under this section must be removed within ten (10) days after a contract of sale has been executed or a rental agreement has been executed. This subsection does not limit the content of the sign allowed under this subsection.

17.92.080 Multi-family districts.

Expressly permitted signs and regulations for multi-family districts:

A. The following regulations apply to signs within the “CR” and “C” Districts:
   1. Subdivision wall signs. Residential developments may place a sign, located on a masonry wall. Each entrance is permitted one (1) sign, not to exceed thirty (30) square feet in size, and illuminated only by spot-lighting; and the masonry wall must be controlled, owned, and maintained by a valid property owner association.
   2. Model Home Signs. Each builder may construct one (1) sign where they have located a real estate sales office/model home. Only one (1) sign is allowed per builder, per subdivision and the sign shall not exceed forty-eight (48) square feet and six (6) feet in height. Once the home is sold, the sign must be removed.
   3. Flags. Flags of the United States, the state, the city, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction may be flown provided that such a flag shall not exceed sixty (60) square feet in area and shall not be flown from a pole the top of which is more than forty (40) feet in height. These flags must be flown in accordance with the United States Flag Code (Title 36, Chapter 10, United States Code, Paragraphs 170-178).
   4. Building Signs. Building signs are regulated as follows:
      a. Address signs for residential uses. Each dwelling unit shall display its official address.
      b. Address signs for non-residential uses. Each building and suite shall display its official address.
   5. Temporary signs.
      a. A property owner may place one (1) temporary sign with a sign face no larger than six (6) square feet on the property at any time to display a noncommercial message.
      b. One (1) additional temporary sign, not exceeding thirty-six (36) square feet in size, may be located on the owner’s property for a period of thirty (30) days prior to an election involving candidates for a federal, state, or local office that represent the district in which the property is located or involving an issue on a ballot of an election within the district where the property is located per issue and per candidate. Any sign covered by this subsection may remain on the property up to ten (10) days after the election at issue. This section does not limit the content on the signs allowed under this subsection.
      c. One (1) additional temporary sign, not exceeding six (6) square feet in size, may be located on a property without a permit when the owner consents to the placement of a sign that property is for sale or lease or if an individual unit or units is for sale or lease. A sign posted under this section must be removed within ten (10) days after a contract of sale has been executed or a rental agreement has been executed. This subsection does not limit the content of the sign allowed under this subsection.

B. The following regulations apply to signs within the “D” District.
   1. Freestanding signs. Properties shall have no more than one (1) freestanding sign per 100 feet of frontage. Each freestanding sign shall be no less than fifty (50) feet from each other on the same property or within the boundaries of a unified development. No

portion of the sign or structure may be located within any easement or visibility triangle. Freestanding signs are regulated as follows:

a. Monument signs. Each sign shall not exceed of forty (40) square feet in sign area and shall not exceed six (6) feet in height. The sign structure shall be low profile, made of stone, concrete, metal, brick or similar materials or combination of materials, which repeats or harmonizes with the architecture of the establishment it serves. The sign must include a solid masonry base, at least twelve (12) inches in height, and which has no clear space for the full width of the sign between the bottom of the sign and the ground. The above ground portion of the base is considered part of the total allowable height of the sign. The sign shall be no less than five (5) feet from the street right-of-way line.

2. Building signs. Building signs are regulated as follows:
   a. Wall signs. Each property is allowed a maximum of sixty (60) square feet of signage. Signs must be parallel to, but within 6 inches of a wall, and erected and confined within the limits of an outside wall of any building.
   b. Address sign for residential uses. Each dwelling unit shall display its official address. Not included in wall sign area calculation.
   c. Address signs for non-residential uses. Each building and suite shall display its official address. Not included in wall sign area calculation.
3. Flags. Flags of the United States, the state, the city, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction, or other noncommercial flag, may be flown provided that such a flag shall not exceed sixty (60) square feet in area and shall not be flown from a pole the top of which is more than forty (40) feet in height. These flags should be flown in accordance with the United States Flag Code (Title 36, Chapter 10, United States Code, Paragraphs 170-178). One (1) Commercial flag, flown in conjunction with noncommercial flags, may be flown provided that the commercial flag does not exceed the size or height of the noncommercial flag on the property, or exceeding fifteen (15) square feet, whichever is larger. Any flag not meeting one or more of these conditions shall be considered a banner sign and shall be subject to regulations as such.
4. Incidental signs. Each sign shall not exceed four (4) square feet in sign area and shall not exceed four (4) feet in height. The sign may contain a commercial message not exceeding one (1) square foot in sign area. Signs placed on the building or wall, shall not contain a commercial message.
5. Temporary signs.
   a. New developments and remodels. While working under a valid building permit for new construction or remodel, a property may have one (1) temporary sign, not to exceed sixty-four (64) square feet in size and eight feet in height. The sign must be removed either when the final inspection has been passed or when the permit has expired.
   b. One (1) additional temporary sign, not exceeding forty (40) square feet in size, may be located on the owner's property for a period of thirty-six (36) days prior to an election involving candidates for a federal, state, or local office that represent the district in which the property is located or involving an issue on a ballot of an election within the district where the property is located per issue and per candidate. Any sign covered by this subsection may remain on the property up to ten (10) days after the election at issue. This section does not limit the content on the signs allowed under this subsection.
   c. One (1) additional temporary sign, not exceeding sixteen (16) square feet in size, may be located on a property without a permit when the owner consents to the placement of a sign that property is for sale or lease. A sign posted under this section must be removed within ten (10) days after a contract of sale has been

executed or a rental agreement has been executed. This subsection does not limit the content of the sign allowed under this subsection.

17.92.090 Non-residential and mixed-use districts.

Expressly permitted signs and regulations for non-residential and mixed-use districts:

A. The following regulations apply to signs within the “E” and “CF” Districts:
   1. Freestanding signs. Properties shall have no more than one (1) freestanding sign per 100 feet of street frontage. Each freestanding sign shall be no less than fifty (50) feet from each other on the same property or within the boundaries of a unified development. A property with multiple tenants are permitted a ten percent (10%) increase over the maximum sign area allowed for each additional tenant, up to a maximum of one-hundred percent (100%); only one (1) sign per property may qualify for the multiple tenant increase. No portion of the sign or structure may be located within any easement or visibility triangle. Freestanding signs are regulated as follows:
      a. Pylon signs. The signs shall not exceed a sign area of eighty (80) square feet and shall not exceed a height of thirty-five (35) feet. The lowest portion of the sign area, cabinet, or structure shall be no less than eight (8) feet above normal grade. The sign face shall be contained entirely between two columns or supports, which are permanently affixed to the ground. The sign shall be no less than twenty-five (25) feet from any property line; however, in no case shall the actual sign height exceed the actual sign setback from a street right-of way line or any adjacent lot that is zoned and used for residential purposes.
      b. Monument signs. The signs shall not exceed a sign area of eighty (80) square feet and shall not exceed six (6) feet in height. The sign shall be low profile, made of stone, concrete, metal, brick or similar materials or combination of materials, which repeats or harmonizes with the architecture of the establishment it serves. The sign must include a solid masonry base, at least twelve (12) inches in height, and which has no clear space for the full width of the sign between the bottom of the sign and the ground. The above ground portion of the base is considered part of the total allowable height of the sign. The sign shall be no less than five (5) feet from any property line.
      c. Changeable copy signs. Allowed on any freestanding sign, except incidental signs. Changeable copy signs are regulated as follows:
         i. Dwell Time: Changeable copy signs, whether electronic, digital, manual or automatic that changes more frequently than one frame every thirty seconds shall be prohibited, except those displaying time and temperature information only.
         ii. Transition: The duration or interval of time between each individual advertisement, message or picture is a maximum of two seconds and shall not include fading, movement, or other electronic effects.
         iii. Dim Control: Changeable copy signs shall have a sensor or other device, manual or automatic, that adjusts the brightness of the sign to be no more than three-tenths foot-candles greater than ambient light conditions when measured at the closest property line.
         iv. Prohibited Content: No portion of a changeable copy sign may scroll, fluctuate in light intensity, use sudden transitory bursts or create the illusion of movement.
         v. Maintenance: Any changeable copy sign using electronic or electro-mechanical technology which malfunctions, fails, or ceases to operate in its usual or normal programmed manner in accordance with these regulations shall be repaired or disconnected within 48 hours by the owner or operator of such sign.
         vi. Conformity: A changeable copy sign cannot be installed on an existing sign that is nonconforming unless the entire sign is brought into compliance with all applicable provisions of this chapter.

2. Building signs. The total area for all building signs shall not exceed twenty-five percent (25%) of the total wall area. Building signs are regulated as follows:
    a. Wall signs. Total wall sign area shall not exceed twenty-five percent (25%) of the wall area, including windows to which it is attached. Signs must be parallel to, but within six (6) inches of a wall, and its leading edge no more than twelve (12) inches from the wall. Signs shall be constructed and confined within the limits of an outside wall of any building.
    b. Banner (wall) signs. Banners shall be securely mounted flush with the surface of the building. Sign area shall be included with the total wall sign area allowed.
    c. Blade signs. Signs shall not exceed eight (8) square feet and regulated as follows:
        i. Affixed perpendicular to the building façade and may be located under a canopy or awning or under the soffit of an arcade.
        ii. Shall be installed with a minimum clearance of eight (8) feet above normal grade and/or sidewalk.
        iii. Shall not extend over any parking or travel lane.
    d. Canopy signs. Signs shall be regulated as follows:
        i. A sign that is affixed to the top of an awning, canopy or structural cover over an entry or outdoor service area shall not extend more than twenty-four (24) inches above the edge of the structure to which it is attached.
        ii. Individual letters attached across the length of the awning, canopy, or structural cover are permitted.
        iii. Signs on the angled portion of a canopy or awning shall not exceed more than seventy-five percent (75%) of the canopy area to which it will be applied.
    e. Window signs. Allowed so long as they are painted on or affixed within the building and do not cover more than twenty-five percent (25%) of the total window area.
    f. Address sign for residential uses. Each dwelling unit shall display its official address.
    g. Address signs for non-residential uses. Each building and suite shall display its official address.
3. Flags. Flags of the United States, the state, the city, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction, or other noncommercial flag, may be flown provided that such a flag shall not exceed sixty (60) square feet in area and shall not be flown from a pole the top of which is more than forty (40) feet in height. These flags should be flown in accordance with the United States Flag Code (Title 36, Chapter 10, United States Code, Paragraphs 170-178). One (1) Commercial flag, flown in conjunction with noncommercial flags, may be flown provided that the commercial flag does not exceed the size or height of the noncommercial flag on the property, or exceeding fifteen (15) square feet, whichever is larger. Any flag not meeting one or more of these conditions shall be considered a banner sign and shall be subject to regulations as such.
4. Incidental signs. Each sign shall not exceed four (4) square feet in sign area and shall not exceed four (4) feet in height. The sign may contain a commercial message not exceeding one (1) square foot in sign area.
5. Temporary signs.
    a. New developments and remodels. While working under a valid building permit for new construction or remodel, a property may have one (1) temporary sign, not to exceed sixty-four (64) square feet in size and eight (8) feet in height. The sign must be removed either when the final inspection has been passed or when the permit has expired.
    b. Portable signs. Portable signs may be temporarily located on property subject to the following conditions:
        i. No portable sign shall be located within the city unless a permit is issued by the building official.

ii. Except as provided in Section “xi” below, not more than one portable sign may be located on a single platted lot of record or parcel as shown on the City's tax records at any time.
iii. Portable signs may not exceed fifty (50) square feet of sign area and eight (8) feet in overall height.
iv. All portable signs must be located on private property, a minimum of thirty-five (35) feet from the intersection of any street or highway right-of-way.
v. Portable signs may not be located in areas where they, create a safety hazard to vehicular or pedestrian traffic.
vi. Except as provided in “xi” below, permits may be issued by the inspection department for periods not to exceed twenty-eight (28) days per occasion and not to exceed four (4) occasions per calendar year for a portable sign on any single platted lot of record or parcel as shown on the city's tax records under the same ownership.
vii. All applications for portable sign permits presented to the building inspection department must include the following information: name, address, phone number of the owner of the property, the renter of the sign, and the owner of the sign; the proposed dates the sign would be located on the property; the signature of the sign owner responsible for removal of the portable sign; and a scale drawing including the legal description of the property, all applicable property lines and dimensions, all street intersections, all applicable driveways, all applicable parking and off-street traffic circulation areas, and accurately showing the proposed location of the portable sign. Except as provided in item “xi” below, the owner of any portable sign shall be responsible for obtaining the permit required herein and shall be responsible for any violations of this Title whether the sign is leased or rented to another or not. Upon obtaining a building permit, the owner of said sign shall sign a statement indemnifying and holding the City harmless for any damages which may result from the placement of said sign.
viii. Portable signs, when permitted, may not be relocated to any other location on the property or to another property without prior authorization from the building inspection department. Any approved relocation of a permitted portable sign does not extend the authorized time period of the sign.
ix. Portable signs shall be required to meet all applicable building and electrical codes.
x. Portable signs shall be maintained in good state of repair and shall not be allowed to become dilapidated, unsightly, or deteriorated.
xi. Portable Signs on Multiple Tenant Properties: Properties with multiple tenants (e.g. shopping centers or strips) and having more than 400 feet of street frontage are permitted to have two (2) portable signs present on a single property. For properties with over 600 feet of street frontage are permitted an additional sign for each 200 feet of street frontage above four hundred feet. Properties with multiple tenants may increase the total number of occasions allowed per calendar year by four (4) for each 200 feet of frontage above the first 200 feet. Applications for portable signs on multiple tenant properties must be made by the property owner or their designated property manager or by the sign contractor with written authorization from the owner or property manager authorizing the specific sign being requested. It is the duty of the property owner or manager to determine which tenant shall be authorized for a sign within the total number allowed.

c. One (1) additional temporary sign, not exceeding eighty (80) square feet in size, may be located on the owner’s property for a period of thirty (30) days prior to an election involving candidates for a federal, state, or local office that represent the district in which the property is located or involving an issue on a ballot of an election within the district where the property is located per issue and per candidate. Any sign covered

by this subsection may remain on the property up to ten (10) days after the election at issue. This section does not limit the content on the signs allowed under this subsection.

d. One (1) additional temporary sign, not exceeding thirty-two (32) square feet in size, may be located on a property without a permit when the owner consents to the placement of a sign that property is for sale or lease or if an individual unit or units is for sale or lease. A sign posted under this section must be removed within ten (10) days after a contract of sale has been executed or a rental agreement has been executed. This subsection does not limit the content of the sign allowed under this subsection.

e. Special event signs ("E" district only). Pennants and banners for special events (e.g. grand openings) are only allowed for thirty (30) days within a twelve-month period.

B. The following regulations apply to signs within the "F," "HC," "G," and "MU" Districts:

1. Freestanding signs. Properties shall have no more than one (1) freestanding sign per 100 feet of street frontage. Each freestanding sign shall be no less than fifty (50) feet from each other on the same property or within the boundaries of a unified development. Except for unified commercial signs, a property with multiple tenants are permitted a ten percent (10%) increase over the maximum sign area allowed for each additional tenant, up to a maximum of one-hundred percent (100%); only one (1) sign per property may qualify for the multiple tenant increase. No portion of the sign or structure may be located within any easement or visibility triangle. Freestanding signs are regulated as follows:

a. Pylon signs. The signs shall not exceed a sign area of 120 square feet and shall not exceed a height of thirty-five (35) feet. The lowest portion of the sign area, cabinet, or structure shall be no less than eight (8) feet above normal grade. The sign face shall be contained entirely between two columns or supports, which are permanently affixed to the ground. The sign shall be no less than twenty-five (25) feet from any property line; however, in no case shall the actual sign height exceed the actual sign setback from a street right-of-way line or any adjacent lot that is zoned and used for residential purposes.

b. Monument signs. The signs shall not exceed a sign area of 120 square feet and shall not exceed six (6) feet in height. The sign shall be low profile, made of stone, concrete, metal, brick or similar materials or combination of materials, which repeats or harmonizes with the architecture of the establishment it serves. The sign must include a solid masonry base, at least twelve (12) inches in height, and which has no clear space for the full width of the sign between the bottom of the sign and the ground. The above ground portion of the base is considered part of the total allowable height of the sign. The sign shall be no less than five (5) feet from any property line.

c. Unified commercial signs (not permitted in "MU" districts). Unified commercial signs shall be limited to freestanding pylon signs or monument signs.

i. Overall sign area shall not exceed 160 square feet provided that the top portion of any sign shall only identify the development by name and/or logo and shall occupy twenty-five percent (25%) of the total sign area. The remaining seventy-five percent (75%) of the sign area may be divided among properties and/or businesses located within the designated boundaries of the unified development, as approved by the planning and zoning commission. The spaces in the properties and/or businesses portion of the sign shall be limited to business names and/or logos. No changeable copy signs or identifiers shall be approved.

ii. Maximum height of any pylon sign shall be thirty-five (35) feet above the nearest adjacent street curb, with a minimum setback of thirty-five (35) feet. In no case shall a sign exceed a height of thirty-five (35) feet. Maximum height of any monument sign shall be six (6) feet above the nearest adjacent street curb.

iii. Minimum setback of any pylon sign shall be twenty-five (25) feet from any property line or a sign with a maximum height of twenty-five (25) feet. Minimum setback of any monument sign shall be five (5) feet.

iv. Minimum separation between signs within an identifiable development as approved by the planning and zoning commission shall be four hundred feet.

v. All other freestanding signs within the approved boundaries of the development shall be limited to monument signs as otherwise provided for in this chapter.

vi. A sign owners association shall be established to provide for ownership, maintenance, utility service, liability, and orderly operation of the sign(s), including the distribution and locations of members' identifications on the business identifiers portion of the sign. The sign owners association shall be established by a document approved by the city attorney and recorded in Tarrant County Property Records. The established sign owners association shall include all properties in the unified commercial sign area as approved by the planning and zoning commission, shall run with the land(s), and shall be perpetual in duration, except as may be amended only with approval of the planning and zoning commission including termination of approval, removal of the sign(s) and the execution of a document by all membership, approved by the city attorney and recorded in the Tarrant County Property Records. A property owners association may substitute for a sign owners association when the property owners association includes all provisions of a sign owners association as specified herein and is approved by the city attorney and recorded in the Tarrant County Property Records.

vii. The sign owners association document shall include provisions for establishing and maintaining financial resources, including dues, assessments, and liens; to provide for all maintenance and operation of approved sign(s).

viii. The sign owners association document shall establish private sign easements by location, dimensions and purpose on all host properties to accommodate all approved sign(s) including sufficient work space and landscape space around the base of a sign. The sign owners association document shall establish access provisions to sign(s) for maintenance and private easements to accommodate utility services to sign(s).

ix. Except as specified in items i-viii, above, all other provisions of Chapter 17.92 of this Title shall be in full force and effect.

d. Changeable copy signs. Allowed on any freestanding sign, except unified commercial signs. Signs are regulated as follows:

i. Dwell Time: Changeable copy signs, whether electronic, digital, manual or automatic that changes more frequently than one frame every thirty seconds shall be prohibited, except those displaying time and temperature information only.

ii. Transition: The duration or interval of time between each individual advertisement, message, or picture is a maximum of two seconds and shall not include fading, movement, or other electronic effects.

iii. Dim Control: Changeable copy signs shall have a sensor or other device, manual or automatic, that adjusts the brightness of the sign to be no more than three-tenths foot-candles greater than ambient light conditions when measured at the closest property line.

iv. Prohibited Content: No portion of a changeable copy sign may scroll, fluctuate in light intensity, use sudden transitory bursts, or create the illusion of movement.

v. Maintenance: Any changeable copy sign using electronic or electro-mechanical technology which malfunctions, fails, or ceases to operate in its usual or normal programmed manner in accordance with these regulations shall be repaired or disconnected within 48 hours by the owner or operator of such sign.

vi. Conformity: A changeable copy sign cannot be installed on an existing sign that is nonconforming unless the entire sign is brought into compliance with all applicable provisions of this chapter.

2. Building signs. The total area for all building signs shall not exceed twenty-five percent (25%) of the total wall area. Building signs are regulated as follows:
   a. Wall signs. Total wall sign area shall not exceed twenty-five percent (25%) of the wall area, including windows, to which it is attached. Signs must be parallel to, but within six (6) inches of a wall, and its leading edge no more than twelve (12) inches from the wall. Signs shall be constructed and confined within the limits of an outside wall of any building.
   b. Banner signs. Banners shall be securely mounted flush with the surface of the building. Sign area shall be included with the total wall sign area allowed.
   c. Blade signs. Signs shall not exceed eight (8) square feet and regulated as follows:
      i. Affixed perpendicular to the building façade and may be located under a canopy or awning or under the soffit of an arcade.
      ii. Shall be installed with a minimum clearance of eight (8) feet above normal grade and/or sidewalk.
      iii. Shall not extend over any parking or travel lane.
   d. Canopy signs. Signs shall be regulated as follows:
      i. A sign that is affixed to the top of an awning, canopy or structural cover over an entry or outdoor service area shall not extend more than twenty-four (24) inches above the edge of the structure to which it is attached.
      ii. Individual letters attached across the length of the awning, canopy, or structural cover are permitted.
      iii. Signs on the angled portion of a canopy or awning shall not exceed more than seventy-five percent (75%) of the canopy area to which it will be applied.
   e. Window signs. Signs are allowed so long as they are painted on or affixed within the building and do not cover more than twenty-five percent (25%) of the total window area.
   f. Address sign for residential uses. Each dwelling unit shall display its official address.
   g. Address signs for non-residential uses. Each building and suite shall display its official address.
3. Flags. Flags of the United States, the state, the city, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction, or other noncommercial flag, may be flown provided that such a flag shall not exceed sixty (60) square feet in area and shall not be flown from a pole the top of which is more than forty (40) feet in height. These flags should be flown in accordance with the United States Flag Code (Title 36, Chapter 10, United States Code, Paragraphs 170-178). One (1) Commercial flag, flown in conjunction with noncommercial flags, may be flown provided that the commercial flag does not exceed the size or height of the noncommercial flag on the property, or exceeding fifteen (15) square feet, whichever is larger. Any flag not meeting one or more of these conditions shall be considered a banner sign and shall be subject to regulations as such.
4. Incidental signs. Each sign shall not exceed four (4) square feet in sign area and shall not exceed four (4) feet in height. The sign may contain a commercial message not exceeding one (1) square foot in sign area.
5. Temporary signs.
   a. New developments and remodels. While working under a valid building permit for new construction or remodel, a property may have one (1) temporary sign, not to exceed sixty-four (64) square feet in size and eight (8) feet in height. The sign must be removed either when the final inspection has been passed or when the permit has expired.

b. Portable signs. Portable signs may be temporarily located on property subject to the following conditions:
   i. No portable sign shall be located within the city unless a permit is issued by the building official.
   ii. Except as provided in Section “xi” below, not more than one portable sign may be located on a single platted lot of record or parcel as shown on the City's tax records at any time.
   iii. Portable signs may not exceed fifty (50) square feet of sign area and eight (8) feet in overall height.
   iv. All portable signs must be located on private property, a minimum of thirty-five (35) feet from the intersection of any street or highway right-of-way.
   v. Portable signs may not be located in areas where they, create a safety hazard to vehicular or pedestrian traffic.
   vi. Except as provided in “xi” below, permits may be issued by the inspection department for periods not to exceed twenty-eight (28) days per occasion and not to exceed four (4) occasions per calendar year for a portable sign on any single platted lot of record or parcel as shown on the city's tax records under the same ownership.
   vii. All applications for portable sign permits presented to the building inspection department must include the following information: name, address, phone number of the owner of the property, the renter of the sign, and the owner of the sign; the proposed dates the sign would be located on the property; the signature of the sign owner responsible for removal of the portable sign; and a scale drawing including the legal description of the property, all applicable property lines and dimensions, all street intersections, all applicable driveways, all applicable parking and off-street traffic circulation areas, and accurately showing the proposed location of the portable sign. Except as provided in item “xi” below, the owner of any portable sign shall be responsible for obtaining the permit required herein and shall be responsible for any violations of this Title whether the sign is leased or rented to another or not. Upon obtaining a building permit, the owner of said sign shall sign a statement indemnifying and holding the city harmless for any damages which may result from the placement of said sign.
   viii. Portable signs, when permitted, may not be relocated to any other location on the property or to another property without prior authorization from the building inspection department. Any approved relocation of a permitted portable sign does not extend the authorized time period of the sign.
   ix. Portable signs shall be required to meet all applicable building and electrical codes.
   x. Portable signs shall be maintained in good state of repair and shall not be allowed to become dilapidated, unsightly, or deteriorated.
   xi. Portable Signs on Multiple Tenant Properties: Properties with multiple tenants (e.g. shopping centers or strips) and having more than 400 feet of street frontage are permitted to have two (2) portable signs present on a single property. For properties with over 600 feet of street frontage are permitted an additional sign for each 200 feet of street frontage above four hundred feet. Properties with multiple tenants may increase the total number of occasions allowed per calendar year by four (4) for each 200 feet of frontage above the first 200 feet. Applications for portable signs on multiple tenant properties must be made by the property owner or their designated property manager or by the sign contractor with written authorization from the owner or property manager authorizing the specific sign being requested. It is the duty of the property owner or manager to determine which tenant shall be authorized for a sign within the total number allowed.

c. One (1) additional temporary sign, not exceeding 120 square feet in size, may be located on the owner's property for a period of thirty (30) days prior to an election involving candidates for a federal, state, or local office that represent the district in which the property is located or involving an issue on a ballot of an election within the district where the property is located per issue and per candidate. Any sign covered by this subsection may remain on the property up to ten (10) days after the election at issue. This section does not limit the content on the signs allowed under this subsection.
d. One (1) additional temporary sign, not exceeding thirty-two (32) square feet in size, may be located on a property without a permit when the owner consents to the placement of a sign that property is for sale or lease or if an individual unit or units is for sale or lease. A sign posted under this section must be removed within ten (10) days after a contract of sale has been executed or a rental agreement has been executed. This subsection does not limit the content of the sign allowed under this subsection.
e. Special event signs. Pennants and banners for special events (e.g. grand openings) are only allowed for thirty (30) days within a twelve-month period.

C. The following regulations apply to signs within the "H" District:
1. Freestanding signs. Properties shall have no more than one (1) freestanding sign per 100 feet of street frontage. Each freestanding sign shall be no less than fifty (50) feet from each other on the same property or within the boundaries of a unified development. Except for unified commercial signs, a property with multiple tenants are permitted a ten percent (10%) increase over the maximum sign area allowed for each additional tenant, up to a maximum of one-hundred percent (100%); only one (1) sign per property may qualify for the multiple tenant increase. No portion of the sign or structure may be located within any easement or visibility triangle. Freestanding signs are regulated as follows:
a. Pylon signs. The signs shall not exceed a sign area of 120 square feet and shall not exceed a height of thirty-five (35) feet. The lowest portion of the sign area, cabinet, or structure shall be no less than eight (8) feet above normal. The sign face shall be contained entirely between two columns or supports, which are permanently affixed to the ground. The sign shall be no less than twenty-five (25) feet from any property line; however, in no case shall the actual sign height exceed the actual sign setback from a street right-of way or any adjacent lot that is zoned and used for residential purposes.
b. Monument signs. The signs shall not exceed a sign area of 120 square feet and shall not exceed six (6) feet in height. The sign shall be low profile, made of stone, concrete, metal, brick or similar materials or combination of materials, which repeats or harmonizes with the architecture of the establishment it serves. The sign must include a solid masonry base, at least twelve (12) inches in height, and which has no clear space for the full width of the sign between the bottom of the sign and the ground. The above ground portion of the base is considered part of the total allowable height of the sign. The sign shall be no less than five (5) feet from any property line.
c. Unified commercial signs. Unified commercial signs shall be limited to freestanding pylon signs or monument signs.
i. Overall sign area shall not exceed 160 square feet provided that the top portion of any sign shall only identify the development by name and/or logo and shall occupy twenty-five percent (25%) of the total sign area. The remaining seventy-five percent (75%) of the sign area may be divided among properties and/or businesses located within the designated boundaries of the unified development, as approved by the planning and zoning commission. The spaces in the properties and/or businesses portion of the sign shall be limited to business names and/or logos. No changeable copy signs or identifiers shall be approved.

ii. Maximum height of any pylon sign shall be thirty-five (35) feet above the nearest adjacent street curb, with a minimum setback of thirty-five (35) feet. In no case shall a sign exceed a height of thirty-five (35) feet. Maximum height of any monument sign shall be six (6) feet above the nearest adjacent street curb.

iii. Minimum setback of any pylon sign shall be twenty-five (25) feet from any property line or a sign with a maximum height of twenty-five (25) feet. Minimum setback of any monument sign shall be five (5) feet.

iv. Minimum separation between signs within an identifiable development as approved by the planning and zoning commission shall be four hundred feet.

v. All other freestanding signs within the approved boundaries of the development shall be limited to monument signs as otherwise provided for in this chapter.

vi. A sign owners association shall be established to provide for ownership, maintenance, utility service, liability, and orderly operation of the sign(s), including the distribution and locations of members' identifications on the business identifiers portion of the sign. The sign owners association shall be established by a document approved by the city attorney and recorded in Tarrant County Property Records. The established sign owners association shall include all properties in the unified commercial sign area as approved by the planning and zoning commission, shall run with the land(s), and shall be perpetual in duration, except as may be amended only with approval of the planning and zoning commission including termination of approval, removal of the sign(s) and the execution of a document by all membership, approved by the city attorney and recorded in the Tarrant County Property Records. A property owners association may substitute for a sign owners association when the property owners association includes all provisions of a sign owners association as specified herein and is approved by the city attorney and recorded in the Tarrant County Property Records.

vii. The sign owners association document shall include provisions for establishing and maintaining financial resources, including dues, assessments, and liens; to provide for all maintenance and operation of approved sign(s).

viii. The sign owners association document shall establish private sign easements by location, dimensions and purpose on all host properties to accommodate all approved sign(s) including sufficient work space and landscape space around the base of a sign. The sign owners association document shall establish access provisions to sign(s) for maintenance and private easements to accommodate utility services to sign(s).

ix. Except as specified in items i-viii, above, all other provisions of Chapter 17.92 of this Title shall be in full force and effect.

d. Changeable copy signs. Allowed on any freestanding sign, except unified commercial signs. Changeable copy signs are regulated as follows:

i. Dwell Time: Changeable copy signs, whether electronic, digital, manual or automatic that changes more frequently than one frame every thirty seconds shall be prohibited, except those displaying time and temperature information only.

ii. Transition: The duration or interval of time between each individual advertisement, message, or picture is a maximum of two seconds and shall not include fading, movement, or other electronic effects.

iii. Dim Control: Changeable copy signs shall have a sensor or other device, manual or automatic, that adjusts the brightness of the sign to be no more than three-tenths foot-candles greater than ambient light conditions when measured at the closest property line.

iv. Prohibited Content: No portion of a changeable copy sign may scroll, fluctuate in light intensity, use sudden transitory bursts, or create the illusion of movement.

v. Maintenance: Any changeable copy sign using electronic or electro-mechanical technology which malfunctions, fails, or ceases to operate in its usual or normal programmed manner in accordance with these regulations shall be repaired or disconnected within 48 hours by the owner or operator of such sign.

vi. Conformity: A changeable copy sign cannot be installed on an existing sign that is nonconforming unless the entire sign is brought into compliance with all applicable provisions of this chapter.

2. Building signs. The total area for all building signs shall not exceed twenty-five percent (25%) of the total wall area. Building signs are regulated as follows:
   a. Wall signs. Total wall sign area shall not exceed twenty-five percent (25%) of the wall area, including windows to which it is attached. Signs must be parallel to, but within six (6) inches of a wall, and its leading edge no more than twelve (12) inches from the wall. Signs shall be constructed and confined within the limits of an outside wall of any building.
   b. Banner signs. Banners shall be securely mounted flush with the surface of the building. Sign area shall be included with the total wall sign area allowed.
   c. Blade signs. Signs shall not exceed eight (8) square feet and regulated as follows:
      i. Affixed perpendicular to the building façade and may be located under a canopy or awning or under the soffit of an arcade.
      ii. Shall be installed with a minimum clearance of eight (8) feet above normal grade and/or sidewalk.
      iii. Shall not extend over any parking or travel lane.
   d. Canopy signs. Signs shall be regulated as follows:
      i. A sign that is affixed to the top of an awning, canopy or structural cover over an entry or outdoor service area shall not extend more than twenty-four (24) inches above the edge of the structure to which it is attached.
      ii. Individual letters attached across the length of the awning, canopy, or structural cover are permitted.
      iii. Signs on the angled portion of a canopy or awning shall not exceed more than seventy-five percent (75) of the canopy area to which it will be applied.
   e. Address sign for residential uses. Each dwelling unit shall display its official address.
   f. Address signs for non-residential uses. Each building and suite shall display its official address.
3. Flags. Flags of the United States, the state, the city, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction, or other noncommercial flag, may be flown provided that such a flag shall not exceed sixty (60) square feet in area and shall not be flown from a pole the top of which is more than forty (40) feet in height. These flags should be flown in accordance with the United States Flag Code (Title 36, Chapter 10, United States Code, Paragraphs 170-178). One (1) Commercial flag, flown in conjunction with noncommercial flags, may be flown provided that the commercial flag does not exceed the size or height of the noncommercial flag on the property, or exceeding fifteen (15) square feet, whichever is larger. Any flag not meeting one or more of these conditions shall be considered a banner sign and shall be subject to regulations as such.
4. Incidental signs. Each sign shall not exceed four (4) square feet in sign area and shall not exceed four (4) feet in height. The sign may contain a commercial message not exceeding one (1) square foot in sign area.
5. Temporary signs.
   a. New developments and remodels. While working under a valid building permit for new construction or remodel, a property may have one (1) temporary sign, not to exceed sixty-four (64) square feet in size and eight (8) feet in height. The sign must be removed either when the final inspection has been passed or when the permit has expired.

b. Portable signs. Portable signs may be temporarily located on property subject to the following conditions:
   i. No portable sign shall be located within the city unless a permit is issued by the building official.
   ii. Except as provided in Section “xi” below, not more than one portable sign may be located on a single platted lot of record or parcel as shown on the City's tax records at any time.
   iii. Portable signs may not exceed fifty (50) square feet of sign area and eight (8) feet in overall height.
   iv. All portable signs must be located on private property, a minimum of thirty-five (35) feet from the intersection of any street or highway right-of-way.
   v. Portable signs may not be located in areas where they, create a safety hazard to vehicular or pedestrian traffic.
   vi. Except as provided in “xi” below, permits may be issued by the inspection department for periods not to exceed twenty-eight (28) days per occasion and not to exceed four (4) occasions per calendar year for a portable sign on any single platted lot of record or parcel as shown on the city's tax records under the same ownership.
   vii. All applications for portable sign permits presented to the building inspection department must include the following information: name, address, phone number of the owner of the property, the renter of the sign, and the owner of the sign; the proposed dates the sign would be located on the property; the signature of the sign owner responsible for removal of the portable sign; and a scale drawing including the legal description of the property, all applicable property lines and dimensions, all street intersections, all applicable driveways, all applicable parking and off-street traffic circulation areas, and accurately showing the proposed location of the portable sign. Except as provided in item “xi” below, the owner of any portable sign shall be responsible for obtaining the permit required herein and shall be responsible for any violations of this Title whether the sign is leased or rented to another or not. Upon obtaining a building permit, the owner of said sign shall sign a statement indemnifying and holding the city harmless for any damages which may result from the placement of said sign.
   viii. Portable signs, when permitted, may not be relocated to any other location on the property or to another property without prior authorization from the building inspection department. Any approved relocation of a permitted portable sign does not extend the authorized time period of the sign.
   ix. Portable signs shall be required to meet all applicable building and electrical codes.
   x. Portable signs shall be maintained in good state of repair and shall not be allowed to become dilapidated, unsightly, or deteriorated.
   xi. Portable Signs on Multiple Tenant Properties: Properties with multiple tenants (e.g. shopping centers or strips) and having more than 400 feet of street frontage are permitted to have two (2) portable signs present on a single property. For properties with over 600 feet of street frontage are permitted an additional sign for each 200 feet of street frontage above four hundred feet. Properties with multiple tenants may increase the total number of occasions allowed per calendar year by four (4) for each 200 feet of frontage above the first 200 feet. Applications for portable signs on multiple tenant properties must be made by the property owner or their designated property manager or by the sign contractor with written authorization from the owner or property manager authorizing the specific sign being requested. It is the duty of the property owner or manager to determine which tenant shall be authorized for a sign within the total number allowed.

c. One (1) additional temporary sign, not exceeding 120 square feet in size, may be located on the owner's property for a period of thirty (30) days prior to an election involving candidates for a federal, state, or local office that represent the district in which the property is located or involving an issue on a ballot of an election within the district where the property is located per issue and per candidate. Any sign covered by this subsection may remain on the property up to ten (10) days after the election at issue. This section does not limit the content on the signs allowed under this subsection.
d. One (1) additional temporary sign, not exceeding thirty-two (32) square feet in size, may be located on a property without a permit when the owner consents to the placement of a sign that property is for sale or lease or if an individual unit or units is for sale or lease. A sign posted under this section must be removed within ten (10) days after a contract of sale has been executed or a rental agreement has been executed. This subsection does not limit the content of the sign allowed under this subsection.
e. Special event signs. Pennants and banners for special events (e.g. grand openings) are only allowed for thirty (30) days within a twelve-month period.

17.92.100 Maintenance of existing signs.

A. All signs shall be maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with the code, at all times.
B. All signs shall comply with applicable provisions of the International Building Code and the National Electric Code, as adopted by the City, including separation requirements from electrical lines, at all times.
C. All signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure, except where expressly allowed by this Title.
D. Removal or Repair of Dilapidated, Deteriorated or Unsafe Signs: If the building official shall determine that any sign is dilapidated, deteriorated, unsafe, insecure, or is a menace to the public, he shall give written notice to the owner, lessee or sign erector for such sign. Conforming signs may be repaired or removed, while nonconforming signs must be removed. If the owner lessee or sign erector fails to remove or repair the sign within ten (10) days after such notice, such sign may be removed by the building official at the expense of the owner of the property upon which it is located. The building official may cause any sign that is an immediate hazard to persons to be removed summarily and without notice and the cost of same shall be paid by the land owner.

17.92.110 Non-conforming signs.

A. Signs lawfully in existence on the date the provisions of this chapter are adopted that do not conform to the provisions of this Title, but which were in compliance with the applicable regulations at the time they were constructed, erected, affixed, or maintained, must be regarded as non-conforming.
B. Non-conforming signs may continue in use; however, any sign which is rebuilt, relocated, modified, enlarged, extended, altered other than by normal maintenances to the configuration existing at the time it was legally constructed must conform to the regulations of this chapter. Individual sign panel changes on freestanding signs may be allowed, with an approved sign permit, so long as the sign's location, height, cabinet(s), basic construction, and other significant characteristics remain unchanged and the total sign area does not increase.
C. Zoning Board of Adjustment (ZBA). The ZBA may authorize the alteration or reconstruction of a nonconforming sign provided such reconstruction does not, in the judgment of the board, increase the degree of nonconformity of the sign and that the long-term goal of bringing signs into compliance is achieved. Applications for authorization under this section are subject to the same fees as a variance.

17.92.120 Abandoned or discontinued signs.

A. Removal of Abandoned or Obsolete Signs: Any sign, which the building official determines is abandoned or no longer serves a bona fide purpose or use conforming to this Title, shall be removed by the sign erector, owner or lessee of the land, buildings, or structure upon which the sign is located within ten (10) days after written notification to do so from the building official. Upon failure to comply with such notice, the building official is hereby authorized to cause the removal of such sign and any expense incident thereto shall be paid by the sign erector, owner or lessee of the land, building or structure to which such sign is attached or upon which it is erected.

17.92.130 Enforcement.

A. The building official, or designee, is hereby authorized and directed to enforce all the provisions of this Chapter.
B. The Responsible Party is responsible for compliance with this Chapter.
C. Signs Forfeited: Any sign installed or placed on public property, except in conformance with the requirements of this chapter, shall be forfeited to the public and subject to confiscation. A violation of this provision is subject to a fine as provided in Section 17.104.020 of this Title. In addition to other remedies hereunder, the City shall have the right to recover from the owner or persons placing such a sign the full costs of removal and disposal of such sign.

SECTION 2

That Section 17.79.060.B.2.d from Chapter 17.79 – Benbrook Boulevard Overlay District of Title 17 – Zoning of the Benbrook Municipal Code (1985), as amended, is hereby amended in its entirety to read as follows:

d. Temporary signs; except for:
    i. New developments and remodels. While working under a valid building permit for new construction or remodel, a property may have one (1) temporary sign, not to exceed sixty-four (64) square feet in size and eight (8) feet in height. The sign must be removed either when the final inspection has been passed or when the permit has expired.
    ii. One (1) additional temporary sign, not exceeding 120 square feet in size, may be located on the owner's property for a period of thirty (30) days prior to an election involving candidates for a federal, state, or local office that represent the district in which the property is located or involving an issue on a ballot of an election within the district where the property is located per issue and per candidate. Any sign covered by this subsection may remain on the property up to ten (10) days after the election at issue. This section does not limit the content on the signs allowed under this subsection.
    iii. One additional temporary sign, not exceeding thirty-two (32) square feet in size, may be located on a property without a permit when the owner consents to the placement of a sign that property is for sale or lease or if an individual unit or units is for sale or lease. A sign posted under this section must be removed within ten (10) days after a contract of sale has been executed or a rental agreement has been executed. This subsection does not limit the content of the sign allowed under this subsection.

SECTION 3

That Section 17.79.060.B.3 from Chapter 17.79 – Benbrook Boulevard Overlay District of Title 17 – Zoning of the Benbrook Municipal Code (1985), as amended, is hereby amended in its entirety to read as follows:

3. Sign alterations of non-conforming signs (Refer to Section 17.92.110 of the Benbrook Municipal Code).

SECTION 4

That Section 17.08.020 from Chapter 17.08 – Definitions of Title 17 – Zoning of the Benbrook Municipal Code (1985), as amended, is hereby amended by removing the following terms and their definitions in their entirety:

"Apartment sign"
"Balloon"
"Banner"
"Beacon"
"Billboard"
"Building marker"
"Commercial message"
"Directional sign"
"Directory sign"
"Electronic message center sign"
"Entryway sign"
"Flag"
"Gasoline price sign"
"Marquee"
"Menu board"
"Model home sign"
"Multi-tenant ground sign"
"Pennant"
"Reader board"
"Real estate sign"
"Roof signs"
"Sign"
"Sign, abandoned"
"Sign alteration"
"Sign, animated"
"Sign, apartment"
"Sign, balloon"
"Sign, banner"
"Sign, beacon"
"Sign, bench"
"Sign, billboard"
"Sign, blade"
"Sign, building"
"Sign, building blade"
"Sign, cabinet/can"
"Sign, canopy"
"Sign, changeable copy"
"Sign, contractor"
"Sign copy"
"Sign, detached"
"Sign, development"
"Sign, dilapidated or deteriorated"
"Sign, directory"
"Sign, electronic message center"
"Sign, entryway"
"Sign, flag"
"Sign, freestanding"
"Sign, gasoline price"
"Sign height"
"Sign, illegal"
"Sign, incidental"
"Sign, integral roof"
"Sign, marquee"
"Sign, menu board"
"Sign, model home"
"Sign, monument"
"Sign, multi-tenant freestanding"
"Sign, nonconforming"
"Sign, painted wall"
"Sign, pennant"
"Sign, pole"
"Sign, political"
"Sign, portable"
"Sign, projecting"
"Sign, pylon"
"Sign, real estate"
"Sign, residential"
"Sign, roof"
"Sign, sandwich board"
"Sign, searchlight"
"Sign setback"
"Sign spacing"
"Sign, suspended"
"Sign, temporary"
"Sign, tenant blade"
"Sign, vehicle"
"Sign, wall"
"Sign, window"
"Spacing"
"Unified commercial sign"

SECTION 5

That Section 17.08.020 from Chapter 17.08 – Definitions of Title 17 – Zoning of the Benbrook Municipal Code (1985), as amended, is hereby amended by adding the following term and definition:

"Sign." See Section 17.92.030 for sign types and definitions.

SECTION 6
CUMULATIVE CLAUSE

This ordinance shall be cumulative of all provisions of ordinances and of the Code of the City of Benbrook, Texas (1985), as amended, except where 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 7
SEVERABILITY CLAUSE

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

SECTION 8
PENALTY CLAUSE

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 Two Thousand Dollars ($2,000.00) for all violations involving zoning, fire safety or public health and sanitation, including dumping of refuse, and shall be fined not more than Five Hundred Dollars ($500.00) for all other violations of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Benbrook are expressly saved as to any and all violations of the provisions of the Benbrook Municipal Code (1985), as amended, or any ordinances regulating platting or Zoning which 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 10
PUBLICATION IN PAMPHLET FORM

The City Secretary of the City of Benbrook is hereby authorized to publish this ordinance in book or pamphlet form for general distribution among the public, and the operative provisions of this ordinance as so published shall be admissible in evidence in all courts without further proof than the production thereof, as provided in Section 3.10 of the Charter of the City of Benbrook.

SECTION 11
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Benbrook is hereby directed to engross and enroll the ordinance by copying the caption, penalty clause, and effective date clause of this ordinance in the minutes of the City Council and by filing the ordinance in the ordinance records of the City.

SECTION 12
PUBLICATION IN OFFICIAL NEWSPAPER

The City Secretary of the City of Benbrook is hereby directed to publish the caption, penalty clause, publication clause and effective date clause of this ordinance for two (2) days in the official newspaper of the City of Benbrook, as authorized by Section 52.013 of the Local Government Code.

SECTION 13
EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and it is so ordained

PASSED AND APPROVED this _____ day _____of 20_____.

_____
Jerry B. Dittrich, Mayor

ATTESTED BY:

_____
Beth Fischer, Deputy City Secretary

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
09/17/2020	G-2481	Approve Interlocal Agreement with the City of Fort Worth for rabies control and testing	1 of 1

In 1999, the City of Benbrook entered into an agreement with the City of Fort Worth for the processing, shipping, and testing of suspected rabid animals. When services are needed, specimens are transported to the City of Fort Worth Animal Control Office for processing and shipment to the laboratory. The results are returned directly to the Benbrook Animal Control Officer. The annual Interlocal agreement is written on a per case basis and the 2020-2021 contract fee is $200 per animal. On average, 3 specimens are processed each year.

RECOMMENDATION

Staff recommends that City Council approve the 2020-2021 Interlocal Agreement between the City of Benbrook and the City of Fort Worth for rabies control and testing.

SUBMITTED BY:	DISPOSITION BY COUNCIL: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY: CITY SECRETARY
CITY MANAGER		DATE:

STATE OF TEXAS §
§
COUNTY OF TARRANT §

INTERLOCAL AGREEMENT FOR RABIES CONTROL CITY OF BENBROOK

THIS AGREEMENT is made and entered into by and between the City of Fort Worth, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, acting by and through its duly authorized Assistant City Manager (hereinafter referred to as "City"), and the City of Benbrook, Texas, a home-rule municipal corporation located in Tarrant County, Texas, acting by and through its duly authorized Mayor (hereinafter referred to as "Benbrook").

WHEREAS, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

WHEREAS, Chapter 826 of the Texas Health and Safety Code, also known as the Rabies Control Act of 1981 (hereinafter referred to as the "Act"), requires governing bodies of each municipality to designate a local rabies control authority to enforce the Act and minimum standards for rabies control adopted by the Texas Department of State Health Services; and

WHEREAS, Section 826.016 of said Act authorizes a municipality to enter into agreements with public entities to carry out activities required or authorized under the Act; and

WHEREAS, Benbrook wishes to participate in an interlocal agreement with City for the purpose of limited rabies control in the City of Benbrook; and

WHEREAS, Benbrook and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

NOW, THEREFORE, it is agreed as follows:

1.
PURPOSE

The purpose of this Interlocal Agreement is to enter into an Agreement between City and Benbrook whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, City agrees to provide Benbrook with limited rabies control services in the City of Benbrook,

2.
DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

ACT shall mean the Rabies Control Act of 1981, codified as Chapter 826 of the Texas Health and Safety Code.

ANIMAL shall mean any living, vertebrate creature, domestic or wild, other than homo sapiens.

ANIMAL CARE AND CONTROL CENTER shall mean a facility in Fort Worth, Texas, which is operated by the City for the purpose of impounding and caring for animals as prescribed by law.

BITE shall mean a bite or scratch capable of transmitting rabies, which is inflicted by an animal on a human.

CAT shall mean a commonly domesticated member of the Felidae (feline) family, other than a lion, tiger, bobcat, jaguar, panther, leopard, cougar, or other prohibited animal.

DANGEROUS DOG shall mean a dog that makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog is being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

DAY shall mean a calendar day or any part thereof.

DOG shall mean canis familiaris.

QUARANTINE shall mean the strict confinement of a biting animal, in accordance with the Act and the Rules.

RABIES shall mean an acute viral disease of man and animal affecting the central nervous system and usually transmitted by an animal bite.

RULES shall mean the rules adopted by the Texas Department of State Health Services for rabies control and eradication under 25 TAC§ 169.21 et seq.

STRAY shall mean roaming with no physical restraint beyond the premises of an animal's owner or keeper.

3.
TERM

Unless terminated pursuant to the terms herein, this Agreement shall be for a term of one year, beginning on October 1, 2020 and ending on September 30, 2021. In addition, the term may be extend by mutual written agreement of the parties, for up to two additional one-year terms.

4.
SERVICES BY CITY

A. Hours
City agrees to perform the services described herein for the City of Benbrook, between the hours of 8:00 a.m. and 4:00 p.m. only, weekdays and weekends, excluding holidays, with no after-hours service provided.

B. Head Preparation
City agrees to perform specimen submission in accordance with Texas Administrative Code, §169.33 Submission of Specimens for Laboratory Examination.

5.
DUTIES OF BENBROOK

A. Benbrook agrees that it will retain all responsibility for enforcement of all aspects of the Act not covered in Paragraph 4 of this Agreement, including criminal enforcement.

B. Benbrook agrees that it will pursue, at its discretion, the issuance and execution of warrants or other court orders necessary for the seizure of animals requiring quarantine or testing under Section 4 (C) of this Agreement, whose owners have failed or refused to place them for quarantine or testing. Benbrook further agrees that City is not required to pursue the issuance and execution of such warrants.

6.
RESERVED

7.
EXCLUSIONS

A. Nothing in this Agreement shall be deemed as designating the City or an officer or employee of the City as the "local health authority" or "local rabies control authority" of Benbrook as those terms are defined or used in Title 10 of the Texas Health and Safety Code, Vernon's Texas Codes Annotated.

B. Nothing in this Agreement shall be deemed as requiring the City to investigate reports of dangerous dogs, to register dangerous dogs, or otherwise regulate dangerous dogs in the

City of Benbrook under the authority of Chapter 822 Subchapter D. of the Texas Health and Safety Code, Vernon's Texas Codes Annotated.

C. Nothing in this Agreement shall be deemed as requiring the City to quarantine or present for testing domestic animals that have been bitten by or directly exposed by physical contact to a rabid animal or its fresh tissues.

8.

RESPONSIBILITY FOR EMPLOYEES

City employees who provide services under this Agreement are deemed to be City employees when providing such services. City will exercise complete control over the hiring, training, supervision, and conduct of such employees. City will be responsible for all wages and applicable payroll deductions, unemployment taxes, workers' compensation insurance, vacations, holidays, and fringe benefits for such employees and for all uniforms, vehicles, and equipment used by such employees for providing services under this Agreement. Benbrook shall have no direct supervisory authority over such employees except in emergency situations where the exercise of supervision by Benbrook becomes necessary for resolution of the emergency. Regarding workers' compensation insurance, the City shall not waive its right to subrogate against Benbrook for losses incurred in the course of City's services rendered to Benbrook under this Agreement.

9.

COMPENSATION

A. As fair compensation for the services rendered Benbrook agrees to pay City for its services based on the schedule attached hereto as Exhibit "A", as pertinent, which is hereby incorporated as a part of this Agreement as if it were set forth at length. City may adjust any fee listed in Exhibit "A" during the term of this Agreement by giving Benbrook 120 days' written notice.

B. Head and shipment preparation fees shall be as described in Exhibit "A".

C. Benbrook will not pay City more than **$5000.00,** in total per contract year, for services rendered during the term of this Agreement. This amount shall herein constitute a **not to exceed** limitation placed upon this Agreement, and when such amount is reached, City will cease providing such services. City agrees to provide the Benbrook with an itemized monthly bill. Benbrook agrees to promptly pay such bills upon presentation by the City, such payments to be made from current revenues available to Benbrook, within thirty (30) days of receipt. In the event of the termination of this Agreement, City shall bill Benbrook for any outstanding balance, regardless of the amount, and Benbrook agrees to promptly pay such bill, within thirty (30) days of receipt.

D. Pursuant to the requirements of Section 791.011 (d) (3) of the Texas Government Code, the amount due City shall be paid from revenues available to Benbrook in that current fiscal year.

10.
LIABILITIES

A. To the extent permitted by law, Benbrook shall be responsible for all work-related deaths, injuries or diseases of Benbrook employees, and for property damage, personal injury or death caused by such employees, relating to work provided pursuant to this Agreement.

B. To the extent permitted by law, City shall be responsible for all work-related deaths, injuries or diseases of City employees, and for property damage, personal injury or death caused by City employees or volunteers relating to work provided pursuant to this Agreement.

C. Benbrook shall be responsible for all property damages, personal injuries and death caused by the use of City and Benbrook equipment and vehicles caused by Benbrook employees or volunteers pursuant to this Agreement. Furthermore, Benbrook shall be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen by Benbrook employees or volunteers during the provision of services hereunder.

D. City shall be responsible for all property damages, personal injuries and death caused by the use of City equipment and vehicles caused by City employees or volunteers pursuant to this Agreement. Furthermore, City shall be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen caused by City employees or volunteers during the provision of services hereunder.

11.
IMMUNITY & THIRD PARTIES

A. Benbrook expressly waives its right to assert immunity from suit for a claim forming the basis of a suit between the City and Benbrook alleging a breach of this Agreement. Benbrook does this as consideration for the City's offer to enter into this Contract with Benbrook. No third party may use this waiver in any way and no waiver of immunity in favor of a third party is intended by this Agreement.

B. Nothing in this Agreement shall be construed to expand the liability of City or Benbrook beyond the scope of Chapter 101 of the Texas Civil Practice and Remedies Code unless specifically stated herein.

12.
TERMINATION

It is further agreed by and between City and Benbrook that City and Benbrook shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

13.
ENTIRETY

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

14.
MODIFICATION

This Agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by City and Benbrook.

15.
SEVERABILITY

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 unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

16.
AUTHORITY

This Agreement is made for City and Benbrook as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

17.
AUTHORIZATION

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

18.
FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the tenns of this Agreement to do or person the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time

period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

19.
FISCAL FUNDING LIMITATION

If for any reason, at any time during any term of this Agreement, either city fails to appropriate funds sufficient for the City to fulfill its obligations under this Agreement, that City may terminate this Agreement to be effective on the later of (i) thirty (30) days following delivery of written notice of the city's intention to terminate or (ii) the last date for which funding has been appropriated by the City Council for the purposes set forth in this Agreement.

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SIGNATURE PAGE
INTERLOCAL AGREEMENT FOR RABIES CONTROL
CITY OF FORT WORTH AND CITY OF BENBROOK

CITY OF FORT WORTH

_____
Valerie Washington
Assistant City Manager

Date: _____

CITY OF BENBROOK

_____
Andy Wayman
City Manager

RECOMMENDED

_____
Dr. Timothy Morton
Asst. Code Compliance Director

APPROVED AS TO FORM
AND LEGALITY

_____
Betsy Elam
City Attorney

APPROVED AS TO FORM
AND LEGALITY

_____
Christopher Austria
Assistant City Attorney

ATTEST:

_____
Michael Mullinax, Commander
Contract Manager

ATTEST:

_____
Mary J. Kayser
City Secretary

M&C: 20-0595
1295: N/A

CONTRACT COMPLIANCE MANAGER:
By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: _____
Name: Christopher Lirette
Title: Code Compliance Superintendent

EXHIBIT A

SCHEDULE OF FEES PAID BY BENBROOK

SPECIMEN HEAD PREPARATION AND SHIPMENT

Per Animal Head Specimen	$200.00 per specimen

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
09/17/20	G-2482	Accept finance report for period ending August 31, 2020	1 of 2

GENERAL FUND

General Fund revenues for the month of August were $673,756. Major revenues collected for the month include Property taxes of $32,233, Franchise taxes of $83,869, Fines and Forfeitures of $49,429, Charges for Services of $147,809, Permits of $51,829, Interest of $8,649, and Other Agency of $57,095. Sales tax collected and recognized as revenue in August was $242,843. Fiscal year to date sales tax is 18.0% greater than last year at this time. A separate summary of sales tax revenue collections is provided for informational purposes. General Fund revenues collected through the end of August were $20,186,758 and 95.7% of the budget.

General Fund expenditures for the month of August were $1,492,660. Fiscal year to date expenditures were $18,258,157 and 86.9% of the adopted budget.

Total General Fund revenues of $20,186,758 were greater than General Fund expenditures of $18,258,157 by $1,928,601.

DEBT SERVICE

Debt Service revenues for the month of August totaled $1,132 and were all from property tax. Fiscal year to date revenues total $1,551,464. There were no expenditures in August. The next debt service payments will occur in February 2021. Total revenues of $1,551,464 exceeded total expenditures of $1,549,905 by $1,559.

ECONOMIC DEVELOPMENT CORPORATION (EDC)

EDC revenues through August 31, 2020, were $1,613,558. EDC expenditures through the end of August were $1,472,091. Total revenues exceeded total expenditures by $141,467.

CAPITAL PROJECTS

Total revenues received through August 31, 2020 were $3,954,559 from stormwater utility fees, mineral lease revenue, and interest earnings. Total expenditures for the Capital Projects Fund were $4,450,338 through the end of August. August expenditures included the following projects: Clearfork Emergency Access Bridge. Total expenditures exceeded total revenues by $495,779. Sufficient funds are available in the current fund balances of the Capital Projects Fund. This fund operates on a project basis rather than a specific fiscal year.

SUBMITTED BY:	DISPOSITION BY COUNCIL: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY: CITY SECRETARY
CITY MANAGER		DATE:

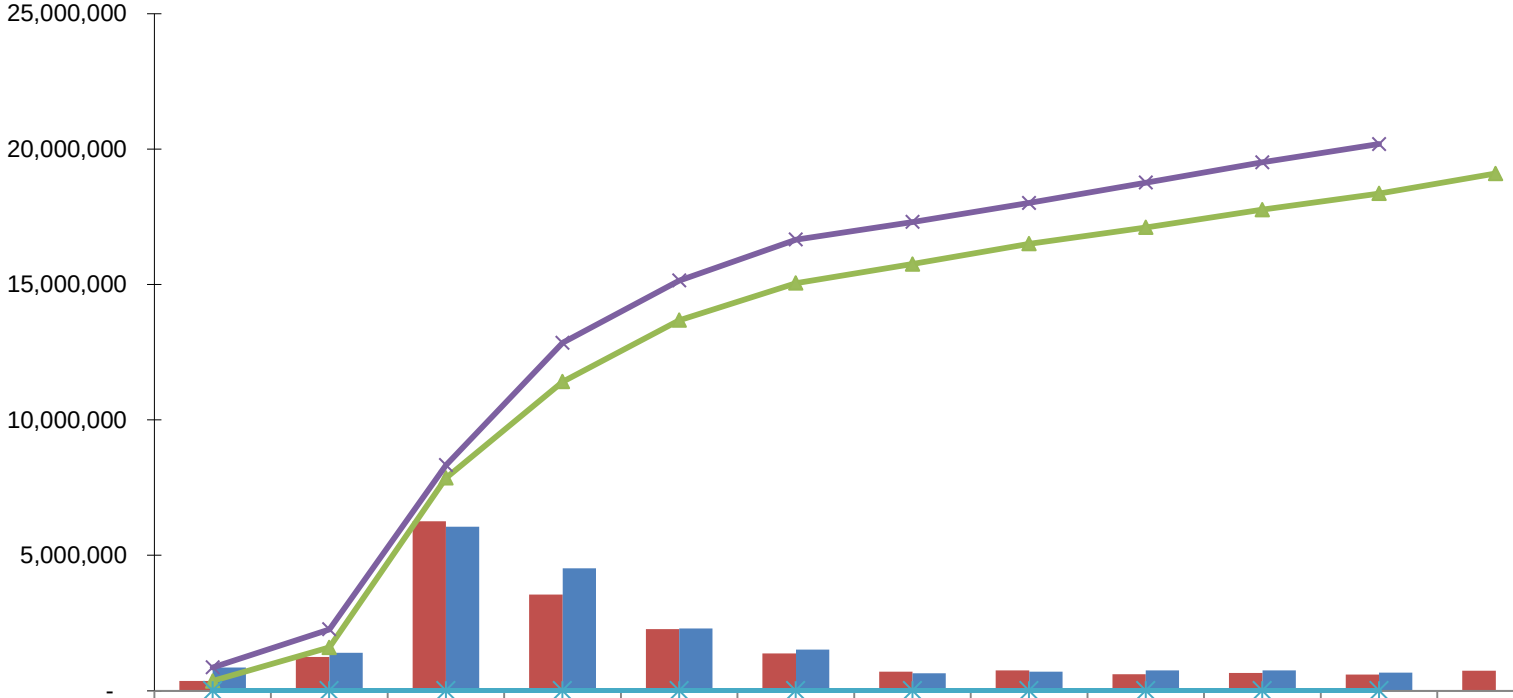
CASH & INVESTMENTS

On August 31, 2020, the City had $19,015,508 invested at varying interest rates; the EDC had $4,726,672 available.

RECOMMENDATION

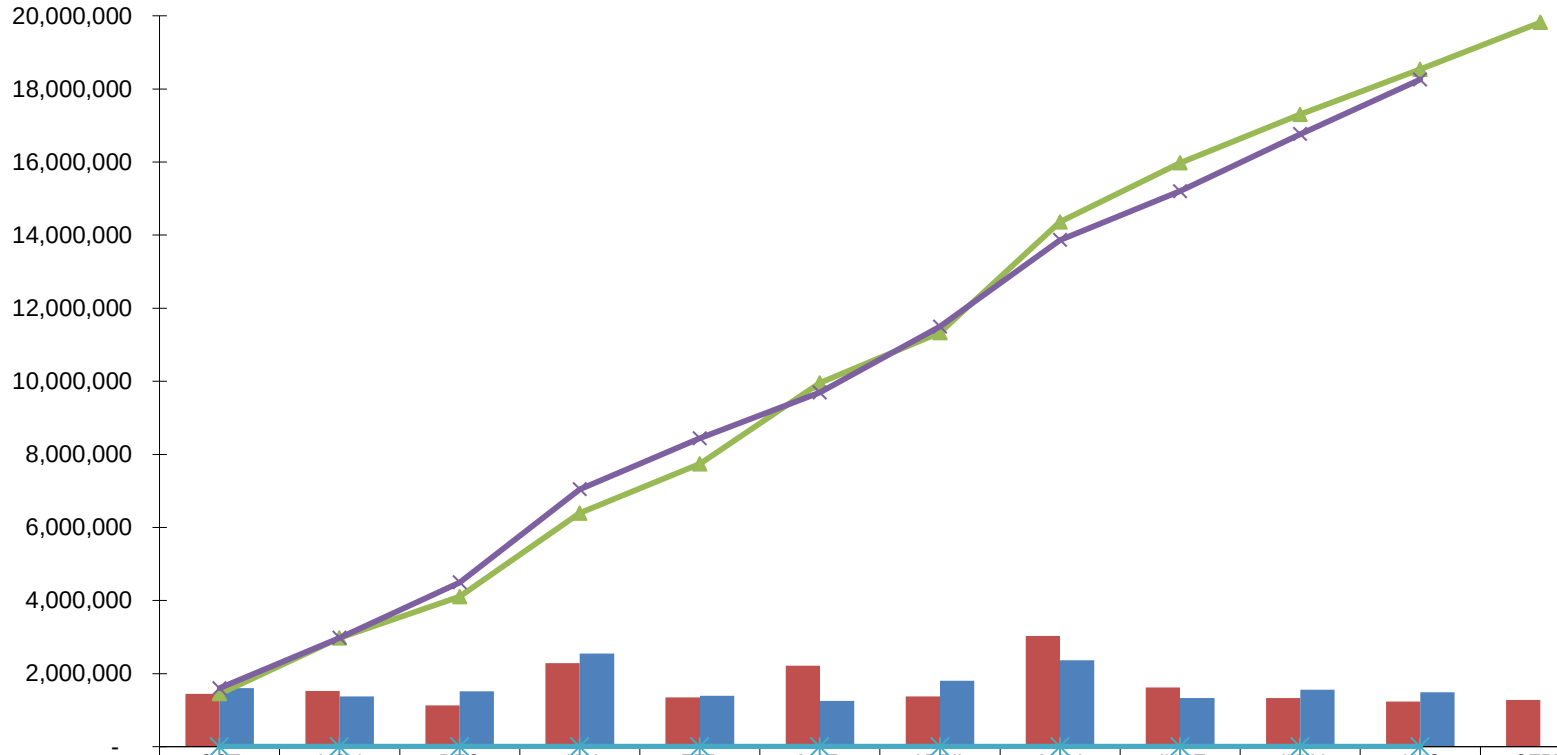
Staff recommends that City Council accept the finance report for the period ending August 31, 2020.

General Fund
Revenue Trend Comparison



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
2018-19	358,790	1,242,504	6,252,635	3,557,063	2,271,202	1,372,967	702,644	750,772	603,282	653,566	597,849	737,573
2019-20	860,318	1,404,237	6,061,236	4,524,934	2,297,400	1,513,330	646,091	703,728	750,762	750,966	673,756	
YTD 2018-19	358,790	1,601,295	7,853,930	11,410,993	13,682,195	15,055,162	15,757,806	16,508,578	17,111,860	17,765,426	18,363,275	19,100,848
YTD 2019-20	860,318	2,264,555	8,325,791	12,850,725	15,148,125	16,661,455	17,307,545	18,011,274	18,762,036	19,513,002	20,186,758	
% Increase 18-19 to 19-20	139.78%	41.42%	6.01%	12.62%	10.71%	10.67%	9.83%	9.10%	9.64%	9.84%	9.93%	

General Fund
Expenditure Trend Comparison

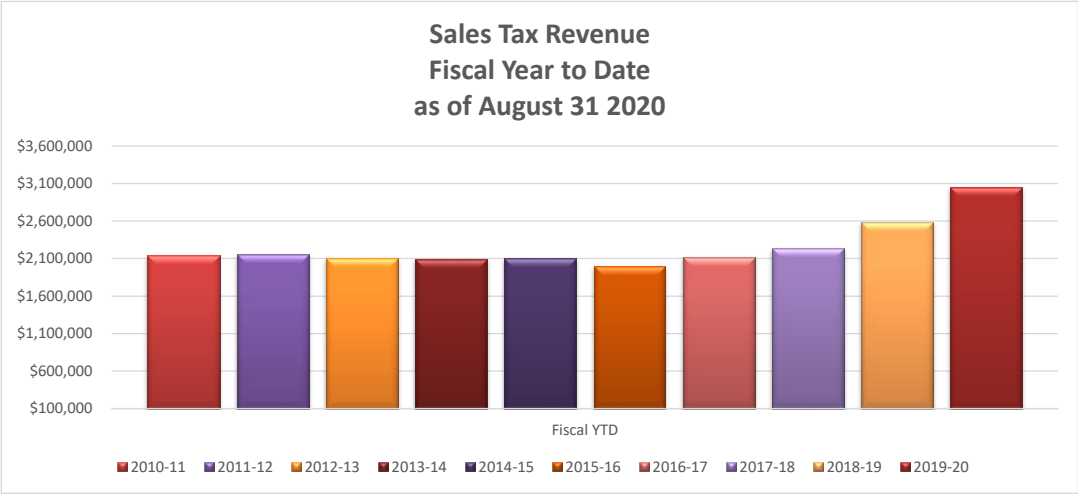


	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT
2018-19	1,448,756	1,527,703	1,127,262	2,287,202	1,351,028	2,213,906	1,376,133	3,027,182	1,617,604	1,327,789	1,234,612	1,282,199
2019-20	1,602,872	1,376,041	1,514,431	2,550,967	1,394,559	1,256,384	1,804,006	2,369,091	1,334,581	1,562,564	1,492,660	
YTD 18-19	1,448,756	2,976,458	4,103,720	6,390,922	7,741,950	9,955,856	11,331,989	14,359,171	15,976,775	17,304,564	18,539,176	19,821,375
YTD 19-20	1,602,872	2,978,913	4,493,344	7,044,311	8,438,871	9,695,254	11,499,260	13,868,351	15,202,932	16,765,497	18,258,157	
% Change 2018-19 to 2019-20	10.64%	0.08%	9.49%	10.22%	9.00%	-2.62%	1.48%	-3.42%	-4.84%	-3.12%	-1.52%	

City of Benbrook
Sales Tax Analysis
August 31, 2020

Fiscal Year	Fiscal YTD	October	November	December	January	February	March	April	May	June	July	August	September	Annual Total
2010-11	**$ 2,143,140**	$ 212,494	$ 161,967	$ 160,492	$ 199,141	$ 190,084	$ 143,760	$ 245,116	$ 223,000	$ 181,216	$ 229,160	$ 196,711	$ 175,140	**$ 2,318,281**
2011-12	**2,158,771**	218,564	161,430	186,638	251,517	168,551	171,053	236,986	178,165	188,604	218,557	178,708	161,070	**2,319,841**
2012-13	**2,106,807**	215,752	184,452	181,368	222,555	170,084	174,164	201,241	164,765	202,525	211,491	178,411	170,324	**2,277,131**
2013-14	**2,098,727**	215,869	177,403	161,342	234,503	154,780	155,432	229,367	176,980	175,792	217,955	199,305	187,172	**2,285,899**
2014-15	**2,112,704**	215,101	207,526	173,580	236,852	149,782	162,730	219,751	181,230	163,667	213,300	189,185	164,742	**2,277,446**
2015-16	**1,998,953**	216,144	177,560	175,150	202,909	149,580	153,523	222,661	158,987	177,732	210,000	154,708	182,656	**2,181,609**
2016-17	**2,121,217**	204,261	175,885	172,554	240,121	171,805	163,151	226,550	184,775	200,138	206,455	175,522	176,026	**2,297,243**
2017-18	**2,244,076**	218,480	168,272	178,150	230,346	169,346	147,291	240,071	197,667	204,243	245,717	244,494	160,148	**2,404,224**
2018-19	**2,592,494**	259,437	224,991	216,094	264,926	205,387	193,520	261,099	227,863	235,611	250,363	253,206	253,500	**2,845,995**
2019-20	**3,059,204**	303,508	251,579	243,434	318,986	241,710	315,310	304,877	268,174	264,380	304,404	242,843		**3,059,204**

Change 2010-11 to 2011-12	**0.73%**
Change 2011-12 to 2012-13	**-2.41%**
Change 2012-13 to 2013-14	**-0.38%**
Change 2013-14 to 2014-15	**0.67%**
Change 2014-15 to 2015-16	**-5.69%**
Change 2015-16 to 2016-17	**6.12%**
Change 2016-17 to 2017-18	**5.79%**
Change 2017-18 to 2018-19	**15.53%**
Change 2018-19 to 2019-20	**18.00%**



Budget 2019-20	**$ 2,700,000**
Projected 2019-20	**3,250,000**
Variance from Budget	**$ 550,000**

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
9/17/20	G-2483	Adopt Resolution approving negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the 2020 Rate Review Mechanism filing	Page 1 of 3

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2020, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2019, entitled it to additional system-wide revenues of $141.2 million. Application of the standards set forth in ACSC's RRM Tariff required Atmos to reduce its request to $136.3 million, $98.7 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $111.5 million instead of the claimed $136.3 million. The amount of the $111.5 million deficiency applicable to ACSC members would be $80.8 million.

After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of $90 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2020. This should save ratepayers approximately $9 million such that the case is functionally equivalent to ACSC's consultants' recommendation of $80.8 million.

The Executive Committee recommends a settlement at $90 million. The Effective Date for new rates is December 1, 2020. ACSC members should take action approving the Resolution before November 1, 2020.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate $90 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

SUBMITTED BY:	DISPOSITION BY COUNCIL: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY: CITY SECRETARY
CITY MANAGER		DATE:

BILL IMPACT

The impact of the settlement on average residential rates is an increase of $5.15 on a monthly basis, or 9.9 percent. The increase for average commercial usage will be $15.48 or 6.56 percent. A bill impact comparison is attached as Attachment 2.

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

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

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2020, ACSC residents will maintain a slight economic monthly advantage over GRIP and DARR rates. See Attachment 3.

EXPLANATION OF "BE IT ORDAINED" PARAGRAPHS:

1. This section approves all findings in the Resolution.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional $90 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.

7. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution approving new rate tariffs.
8. This section repeals any resolution or ordinance that is inconsistent with the Resolution.
9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
10. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
11. This section provides for an effective date upon passage. December 1, 2020 represents a two month delay in the Effective Date established by the RRM tariff.
12. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $141.2 million in additional system-wide revenues, the RRM settlement at $90 million for ACSC Cities reflects substantial savings to ACSC Cities. ACSC's consultants produced a report indicating that Atmos had justified increased revenues for ACSC Cities of at least $81 million. Settlement at $90 million (equivalent to $81 million with a two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before November 1, 2020. New rates become effective December 1, 2020.

RECOMMENDATION

Staff recommends that City Council adopt the resolution approving the negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the 2020 Rate Review Mechanism filing.

Attachment 1 to
Model Staff Report

2020 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2019

Line No.	Customer Class	Current	Proposed	Bills	Ccf/MmBtu	Current Revenues	Proposed Revenues	Increase
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	**Residential**							
2	Customer Charge	$ 19.55	$ 20.25	13,644,834		$ 266,756,505	$ 276,307,889	
3	Consumption Charge	0.17423	0.26651		608,491,998	106,017,561	162,169,202	
4	Revenue Related Taxes					26,692,882	31,397,617	
5	Total Class Revenue					$ 399,466,948	$ 469,874,708	$ 70,407,760
6								
7	**Commercial**							
8	Customer Charge	$ 46.50	$ 54.50	1,115,081		$ 51,851,267	$ 60,771,915	
9	Consumption Charge	0.09924	0.11728		398,510,866	39,548,218	46,737,354	
10	Revenue Related Taxes					6,544,757	7,698,315	
11	Total Class Revenue					$ 97,944,242	$ 115,207,584	$ 17,263,342
12								
13	**Industrial & Transportation**							
14	Customer Charge	$ 845.50	$ 1,014.50	7,272		$ 6,148,476	$ 7,377,444	
15	Consumption Charge Tier 1	$ 0.3572	$ 0.4157		7,769,155	2,775,142	3,229,638	
16	Consumption Charge Tier 2	$ 0.2616	$ 0.3044		8,666,094	2,267,050	2,637,959	
17	Consumption Charge Tier 3	$ 0.0561	$ 0.0653		13,696,172	768,355	894,360	
18	Revenue Related Taxes					856,339	1,012,467	
19	Total Class Revenue					$ 12,815,362	$ 15,151,868	$ 2,336,505
20								
21	**Total Excluding Other Revenue**					$ 510,226,552	$ 600,234,159	$ 90,007,608
22								
23								
24	**Revenue Related Tax Factor**	7.1606%						

Attachment 2
to 2020 RRM Staff Report

Bill Impact

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2019

Line No.							Current	Proposed	Change
1	**Rate R @ 44.5 Ccf**								
2	Customer charge						$ 19.55		
3	Consumption charge	44.5	CCF	X $ 0.17423	=		7.75		
4	Rider GCR Part A	44.5	CCF	X $ 0.17750	=		7.90		
5	Rider GCR Part B	44.5	CCF	X $ 0.29953	=		13.33		
6	Subtotal						$ 48.53		
7	Rider FF & Rider TAX		$ 48.53	X 0.07161	=		3.48		
8	Total						$ 52.01		
9									
10	Customer charge							$ 20.25	
11	Consumption charge	44.5	CCF	X $ 0.26651	=			11.86	
12	Rider GCR Part A	44.5	CCF	X $ 0.17750	=			7.90	
13	Rider GCR Part B	44.5	CCF	X $ 0.29953	=			13.33	
14	Subtotal							$ 53.34	
15	Rider FF & Rider TAX		$ 53.34	X 0.07161	=			3.82	
16	Total							$ 57.16	$ 5.15
17									9.90%
18									
19	**Rate C @ 357.4 Ccf**						**Current**	**Proposed**	**Change**
20	Customer charge						$ 46.50		
21	Consumption charge	357.4	CCF	X $ 0.09924	=		35.47		
22	Rider GCR Part A	357.4	CCF	X $ 0.17750	=		63.44		
23	Rider GCR Part B	357.4	CCF	X $ 0.20954	=		74.89		
24	Subtotal						$ 220.30		
25	Rider FF & Rider TAX		$ 220.30	X 0.07161	=		15.77		
26	Total						$ 236.07		
27									
28	Customer charge							$ 54.50	
29	Consumption charge	357.4	CCF	X $ 0.11728	=			41.91	
30	Rider GCR Part A	357.4	CCF	X $ 0.17750	=			63.44	
31	Rider GCR Part B	357.4	CCF	X $ 0.20954	=			74.89	
32	Subtotal							$ 234.74	
33	Rider FF & Rider TAX		$ 234.74	X 0.07161	=			16.81	
34	Total							$ 251.55	$ 15.48
35									6.56%

36	**Rate I @ 4143 MMBTU**							Current	Proposed	Change	
37	Customer charge							$ 845.50			
38	Consumption charge	1,500	MMBTU	X	$	0.3572	=	535.80			
39	Consumption charge	2,643	MMBTU	X	$	0.2616	=	691.54			
40	Consumption charge	0	MMBTU	X	$	0.0561	=	-			
41	Rider GCR Part A	4,143	MMBTU	X	$	1.7334	=	7,182.31			
42	Rider GCR Part B	4,143	MMBTU	X	$	0.4531	=	1,877.54			
43	Subtotal							$ 11,132.69			
44	Rider FF & Rider TAX		$ 11,132.69	X	0.07161		=	797.17			
45	Total							$ 11,929.86			
46											
47	Customer charge								$ 1,014.50		
48	Consumption charge	1,500	MMBTU	X	$	0.4157	=		623.55		
49	Consumption charge	2,643	MMBTU	X	$	0.3044	=		804.68		
50	Consumption charge	0	MMBTU	X	$	0.0653	=		-		
51	Rider GCR Part A	4,143	MMBTU	X	$	1.7334	=		7,182.31		
52	Rider GCR Part B	4,143	MMBTU	X	$	0.4531	=		1,877.54		
53	Subtotal								$ 11,502.58		
54	Rider FF & Rider TAX		$ 11,502.58	X	0.07161		=		823.65		
55	Total								$ 12,326.23	$ 396.37	
56											3.32%
57	**Rate T @ 4143 MMBTU**							Current	Proposed	Change	
58	Customer charge							$ 845.50			
59	Consumption charge	1,500	MMBTU	X	$	0.3572	=	535.80			
60	Consumption charge	2,643	MMBTU	X	$	0.2616	=	691.54			
61	Consumption charge	0	MMBTU	X	$	0.0561	=	-			
62	Rider GCR Part B	4,143	MMBTU	X	$	0.4531	=	1,877.54			
63	Subtotal							$ 3,950.38			
64	Rider FF & Rider TAX		$ 3,950.38	X	0.07161		=	282.87			
65	Total							$ 4,233.25			
66											
67	Customer charge								$ 1,014.50		
68	Consumption charge	1,500	MMBTU	X	$	0.4157	=		623.55		
69	Consumption charge	2,643	MMBTU	X	$	0.3044	=		804.68		
70	Consumption charge	0	MMBTU	X	$	0.0653	=		-		
71	Rider GCR Part B	4,143	MMBTU	X	$	0.4531	=		1,877.54		
72	Subtotal								$ 4,320.27		
73	Rider FF & Rider TAX		$ 4,320.27	X	0.07161		=		309.36		
74	Total								$ 4,629.63	$ 396.38	
75											9.36%

Attachment 3
to 2020 RRM Staff Report

RRM Monthly Savings Over GRIP and DARR Rates

ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE RATE COMPARISON
TEST YEAR ENDING DECEMBER 31, 2019

	ACSC Settled	DARR Filing	ATM Filing	Environs Filing
Cust Charge	$20.25	$23.75	$26.40	$24.60
Monthly Ccf	44.5	44.5	44.5	44.5
Cons Charge	$0.26651	$0.19336	$0.14846	$0.18653
Average Mo Bill	$32.11	$32.35	$33.01	$32.90
		-$0.24	-$0.90	-$0.79

RESOLUTION NO. 2020-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENBROOK, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2020 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

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

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

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

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

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

WHEREAS, on about March 31, 2020, Atmos Mid-Tex filed its 2020 RRM rate request with ACSC Cities based on a test year ending December 31, 2019; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2020 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $90 million applicable to ACSC Cities with an Effective Date of December 1, 2020; and

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

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

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately $9 million off new rates imposed by the attached tariffs (Exhibit A), the impact on ratepayers should approximate the reasonable value of the rate filing found by the ACSC Consultants' Report, which was $81 million; and

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

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

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

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

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

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

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $90 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2020 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

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

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $90 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

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

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2020 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2020.

Section 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General

Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF BENBROOK, TEXAS, on the 17th day of September 2020.

_____
Jerry Dittrich, Mayor

ATTEST:

_____
Beth Fischer, Deputy City Secretary

ORDINANCE NO. 1460
APPROPRIATION ORDINANCE

AN ORDINANCE OF THE CITY OF BENBROOK, TEXAS, APPROVING BUDGET FIGURES FOR THE FISCAL YEAR 2020 THROUGH 2021; APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021, AND MAKING APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT; ACCEPTING AND APPROVING THE EMPLOYEE CIVIL SERVICE CLASSIFICATIONS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE AND SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Benbrook, Texas, (hereinafter referred to as the "City"), submitted a budget proposal to the City Council prior to the beginning of the fiscal year, and in said budget proposal set forth the estimated revenues and expenditures; and

WHEREAS, the City Manager of the City has filed with the City Secretary a budget outlining all proposed expenditures of the government of the City for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (hereinafter referred to as the "Budget"); and

WHEREAS, the attached Budget, specifically sets forth each of the various projects which appropriations are delineated in the Budget, and the estimated amount of money carried in the Budget for each of such projects; and

WHEREAS, the Budget has been filed with the City Secretary for, at least, thirty (30) days before the date the City Council makes its tax levy for the fiscal year and such Budget has been available for inspection by any taxpayer; and

WHEREAS, the public notices of public hearings on the proposed annual Budget, stating the date, time, place and subject matter of such public hearing, were given as required by the laws of the State of Texas; and

WHEREAS, such public hearings were held by the City Council of the City on said Budget on August 20, 2020 and on September 3, 2020, at which time said Budget was fully considered, and interested taxpayers were heard by said City Council; and

WHEREAS, the City Council has studied the Budget and listened to the comments of the taxpayers at the public hearings held therefore and has determined that the Budget attached hereto is in the best interest of the City and that same should be approved and adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

BENBROOK, TEXAS, THAT:

SECTION I

All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION II

The attached Budget consisting of revenues and expenses of the City for conducting the affairs thereof for the ensuing fiscal year beginning October 1, 2020 and ending September 30, 2021, as modified by the City Council, be, and the same is, in all things, adopted and approved as the Annual Budget of the City for the fiscal year, beginning the 1st day of October, 2020 and ending the 30th day of September, 2021; and there is hereby appropriated the funds indicated herein for such projects, operations, activities, purchases and other expenditures proposed in the Budget.

SECTION III

Pursuant to the laws of the State of Texas and Article 6, Section 6.03 of the City Charter, there be, and is hereby incorporated for the operating expenditures, the following sums of money for the following purposes for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

FUNCTION	AMOUNT
General Government	$ 2,504,738
Staff Services	1,191,558
Public Safety	11,591,426
Public Services	4,587,113
Community Development	889,518
Debt Service	1,610,241
TOTAL OPERATING EXPENDITURES	$ 22,374,594
TRANSFERS OUT	500,000
TOTAL EXPENDITURES & TRANSFERS OUT	$ 22,874,594

Any necessary transfers between accounts and departments are hereby authorized, approved and appropriated.

SECTION IV

The City Manager shall file or cause to be filed a true and correct copy of this Ordinance, along with the approved Budget attached hereto, with the City Secretary and in the office of the County Clerk of Tarrant County, Texas, as required by State Law.

SECTION V

Pursuant to the laws of the State of Texas, and specifically Section 143.004, the City held an election to adopt Chapter 143 - Municipal Civil Service of the Local Government Code, wherein it was approved to provide civil service status and protection therefrom to all police officers employed by the City. In compliance with Section 143.021 of the Local Government Code which provides that a municipality's governing body shall establish, by ordinance, the classification of all civil service employees, including the number of positions in each classification, the City hereby establishes its classification of civil service employees for the fiscal year beginning October 1, 2020 and ending September 30, 2021, as stated below and as more fully described in the Cost Center Summary contained in the Annual Budget.

CLASSIFICATION	NUMBER OF AUTHORIZED POSITIONS
Commander	2.0
Police Lieutenant	2.0
Police Sergeant	5.0
Police Detective/Corporal	9.0
Police Patrol Officer	23.0
TOTAL CIVIL SERVICE POSITIONS	41.0

SECTION VI

Any and all ordinances and resolutions, rules, regulations, policies or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of conflict therewith.

SECTION VII

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by

the City without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION VIII

The necessity of adopting and approving a proposed Budget for the next fiscal year as required by the laws of the State of Texas requires that this Ordinance shall take effect immediately from and after its passage, and it is accordingly so ordained.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Benbrook, Tarrant County, Texas, on this 17th day of September 2020, at a meeting open to the public after notice thereof being given as required by law.

APPROVED:

_____
Jerry B. Dittrich, Mayor

ATTEST:

_____
Beth Fischer, Deputy City Secretary

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
09/17/20	G-2485	Ratify the property tax revenue increase reflected in the 2020-2021 Budget	1 of 1

H.B. 3195, approved in the 2007 legislative session, affects the 2020-21 Budget adoption process. H.B. 3195 requires that any budget enacted after September 1, 2007 must meet the following requirement regarding property tax revenue: "Adoption of a budget that raises more property revenue than was generated the previous year requires two votes by the City Council: (a) one vote to adopt the budget and (b) a separate vote to ratify the property tax revenue increase reflected in the budget."

The 2020-21 Budget will raise more total property taxes than last year's budget by $399,575 and 2.78 percent, and of that amount $255,083 is tax revenue to be raised from new property added to the roll this year.

RECOMMENDATION

Staff recommends that the City Council ratify the property tax revenue increase reflected in the 2020-21 Budget.

SUBMITTED BY:	DISPOSITION BY COUNCIL: ϒ APPROVED ϒ OTHER (DESCRIBE)	PROCESSED BY: CITY SECRETARY
CITY MANAGER		DATE:

City of Benbrook

CITY COUNCIL COMMUNICATION

DATE:	REFERENCE NUMBER:	SUBJECT:	PAGE:
09/17/2020	P-284	Approve Purchase of five (5) 2021 Police Vehicles	1 of 1

The 2020/2021 budget allocates $184,250 for the purchase of five (5) police package patrol vehicles (2021 Chevrolet Tahoe).

Through cooperative purchasing programs, the City received bids from Texas Buy Board, Tarrant County Cooperative Joint Venture, and Texas Smart Buy. The bids include all purchasing fees.

	Make/Model	**Cost/Unit**	**Total**
Texas Buy Board	Chevrolet Tahoe 9C1	$36,575.00	$182,875.00
Texas Smart Buy	Chevrolet Tahoe 9C1	$37,108.00	$185,540.00
Tarrant County Cooperative Joint Venture	Chevrolet Tahoe 9C1	$39,612.45	$198,062.24

Texas Buy Board provided the lowest bid, which is $1,375 below budget.

RECOMMENDATION

Staff recommends that City Council approve the purchase of five (5) police package vehicles from the low bidder, Texas Buy Board, in the total amount of $182,875.

SUBMITTED BY:	DISPOSITION BY COUNCIL: ☐ APPROVED ☐ OTHER (DESCRIBE)	PROCESSED BY: CITY SECRETARY
CITY MANAGER		DATE: