



City of Garden Ridge

"A way of life, not just a place to live"

AGENDA CITY COUNCIL REGULAR MEETING WEDNESDAY, DECEMBER 7, 2022, 6:00 P.M.

The Garden Ridge City Council will meet in a regular session on Wednesday, December 7, 2022, at 6:00 p.m. in the City Council Chambers, 9400 Municipal Parkway, Garden Ridge, Texas. This is an open meeting, open to the public, subject to the Open Meetings Law of the State of Texas, and as required by law, notice is hereby posted providing time, place, date, and agenda thereof. The meeting facility is wheelchair accessible and accessible parking spaces are provided. Requests for accommodations or interpretative services must be made to the City Secretary 48 hours prior to this meeting.

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Proclamations/Presentations

- a) Eagle Scout Ryan Johnson Certificate of Recognition
- b) Eagle Scout Charlie Hogue Certificate of Recognition

4. Citizen Comment Period – limited to 30 minutes total

Rules for Citizens' Participation: The City Council welcomes citizen participation and comments at all City Council Meetings. If you speak, you must follow these guidelines:

- a) Respect and courtesy:
 1. Direct your comments to the entire City Council, not to an individual member, nor to the audience.
 2. Show the City Council the same respect that you would like to be shown.
 3. End your speaking at the time allotted below.
- b) Speaking:
 1. First citizen comment period.
 - 1.1. You are required to sign up to speak and you are limited to one 3-minute period.
 2. Second citizen comment period.
 - 2.1. You are not required to sign up and you are limited to one 2-minute period.
 3. State your name and address before your comments begin.
 4. You are only allowed to speak once per topic, unless also speaking during a posted Public Hearing.

NOTE: The Texas Open Meetings Act permits a member of the public or a member of the governmental body to raise a subject that has not been included in the notice for the meeting. However, any discussion of the subject must be limited to a proposal to place the subject on the agenda for a future meeting and any response to a question posed to the City Council is limited to either a statement of specific factual information or a recitation of existing policy. TEX. GOV'T CODE § 551.042.

5. Consent Agenda

THESE ITEMS MAY BE ACTED UPON IN A SINGLE MOTION. NO SEPARATE DISCUSSION OR ACTION ON THESE ITEMS WILL BE HELD UNLESS REQUESTED BY A COUNCILMEMBER. PUBLIC COMMENT ON THESE ITEMS MAY BE HEARD DURING CITIZENS' PARTICIPATION; HOWEVER, THAT DOES NOT MEAN THE ITEM WILL BE CONSIDERED OUTSIDE THE CONSENT AGENDA.

- a) Approval of Minutes for the November 2, 2022, City Council Regular Meeting.
- b) Financial Statement, Summary Report, and Management's Discussion and Analysis of Results of Operations – October 31, 2022.
- c) Revelation Community Church (DBA Revelation Church San Antonio) Lease Agreement to continue leasing property located at 9357 Schoenthal Rd. for a period of two (2) years at the previously set rate of \$1,265 per month.

6. Staff Reports

- a) City Administrator Monthly Activity Report.
 - City/employee recognitions, *Volunteer Garden Ridge!*, Community and Event Center report, building permits, citizen concern/input, upcoming events, personnel updates, and continuity of operations.
- b) Finance/HR Monthly Activity Report.
 - Financial reporting, audits, employee benefits, communication efforts, upcoming events, personnel updates, and continuity of operations.
- c) City Secretary Monthly Activity Report.
 - Administrative operations and projects, records management, communication efforts, citizen concern/input, upcoming events, personnel updates, and continuity of operations.
- d) Police Department Monthly Activity Report.
 - Traffic/code compliance enforcement, criminal activity, upcoming events, personnel updates, and continuity of operations.
- e) Public Works Department Monthly Activity Report.
 - Public Facilities: Street/right-of-way maintenance, drainage facility/easement maintenance, City facilities maintenance, animal services, personnel updates, and continuity of operations.
 - Utilities: Water pumping/usage from City wells, system infrastructure maintenance/repairs/projects, leak adjustments, water/drought management, personnel updates, and continuity of operations.
- f) Library Monthly Activity Report.
 - Upcoming events and continuity of operations.

7. City Engineer Projects Status Reports

- a) FM 2252 TxDOT Project.
- b) Land Development Projects.

8. City Commission and Committee Reports/Recommendations/Possible Actions

- a) Planning and Zoning Commission:
 - 1. Final Plat for The Ridge at Garden Ridge, being a 13.526 acre tract located at the southeast corner of the intersection of FM 2252 and FM 3009 and owned by Custom Clinics, LLC.
 - 1.1. Receive recommendation from the Planning and Zoning Commission.
 - 1.2. Discuss and take action on Final Plat.
 - 2. Receive monthly activity update as applicable.
- b) Water Commission:
 - 1. Water Rate Structure.
 - 1.1. Receive recommendation from the Water Commission.
 - 1.2. Discuss and take action on Water Rate Structure.
 - 2. Receive monthly activity update as applicable.
- c) Charter Commission:
 - 1. Receive monthly activity update as applicable.
- d) Parks Committee:
 - 1. Receive monthly activity update as applicable.

9. Approvals and Authorizations

The following items are for discussion, consideration, and action.

- a) Petition for Exemption from the requirements of the Sex Offender regulations established in Ordinance No. 217-012019 An Ordinance of the City of Garden Ridge, Texas, making it unlawful for certain sex offenders to reside within 1000 feet of a Child Safety Zone.
- b) Resolution No. 496-122022 A Resolution of the City Council of the City of Garden Ridge, Texas, authorizing the purchase of 1.031 acres of property located at Sundew Lane/Blazing Star, Comal County, Garden Ridge, Texas; and authorizing the City Administrator to execute all required documentation associated with the purchase of the property.

10. Updates

- a) City Council Projects.
 - 1. Mitigation of growth and encroachment impacts on Garden Ridge (Swint and Erickson).
 - 2. Economic Development/Council Liaison to Tri-County Chamber of Commerce (Smith and Erickson).
 - 3. Alamo Area Metropolitan Planning Organization Technical Advisory Committee Update (Valdez and Erickson).
 - 4. Council Liaison to the Water Company/Utilities Department (Valdez and Erickson).
 - 5. Council Liaison to Comal ISD (Arvidson and Erickson).
 - 6. City Welcome Signage (Bower and Erickson).

11. Discussion of Future Agenda Items

12. Citizen Comment Period – limited to 20 minutes total

See “Rules for Citizens’ Participation” under Item 4.

13. Reports and Comments from Mayor and City Councilmembers

The Mayor and/or City Councilmembers may comment, make general announcements, and/or provide progress reports on events, activities and/or committees/board meetings concerning the following:

Alamo Area Metropolitan Planning Organization
Boy Scouts and/or Girl Scouts
City of Garden Ridge sponsored events and outreach efforts
Comal ISD (Garden Ridge Elementary School/Danville Middle School/Davenport High School)
Counties (Bexar/Comal/Guadalupe)
Families of Garden Ridge
Garden Ridge Lions Club and Garden Ridge Women’s Club
Garden Ridge Citizen Police Academy Alumni Association/Citizen Patrol
Greater Bexar County Council of Cities
Northeast Partnership
Tri-County Chamber of Commerce

14. Executive Session

The City Council will recess its open meeting and reconvene in Executive Session:

- a) Pursuant to Texas Government Code Section 551.071(1) and 551.071(2) – Consultation with Attorney and 551.072 – Deliberations About Real Property.
 - 1. To seek legal advice regarding pending litigation, Cause No. C2022-0615B, Michael C. Domgard II vs. City Council for the City of Garden Ridge, Texas.
 - 2. To consult with and receive legal advice regarding variance and Special Use Permit processes related to development project: Guadalupe Readymix – proposed Concrete Batch Plant at 20762 FM 2252.

15. Business Items

The City Council will reconvene into Regular Session upon conclusion of the Executive Session and may recall any item posted for Executive Session for action, as necessary.

- a) Convene the Zoning Board of Adjustment.
- b) Resolution No. 495-122022 A Resolution of the City of Garden Ridge, Texas, Zoning Board of Adjustment approving a settlement agreement related to Cause No. C2022-0615B, Michael C. Domgard II vs. City Council for the City of Garden Ridge, Texas.
- c) Petition by Michael Domgard for a variance to Ordinance No. 13-122018, Section 5, Residential, 5.1.2.5.2. to allow a 42.12 percent impervious cover limit for the construction of a pool on the 0.8180 acre property located at 9620 Trophy Oaks Drive, further known as Lot 38, Block 2, Trophy Oaks Subdivision, Garden Ridge, Texas.
- d) Close Zoning Board of Adjustment Portion of the Meeting.

16. Adjournment

AGENDA NOTICES:

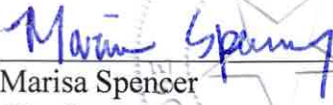
Decorum Required: Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order by the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual leave the meeting, and if refused, an order of removal.

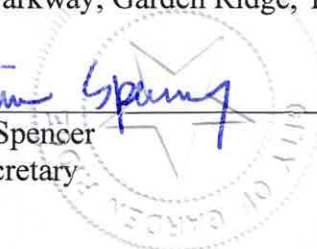
Action by Council Authorized: The Council may vote or act upon any item within this Agenda. The Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Title 5, Chapter 551, of the Texas Government Code.

Executive Sessions Authorized: This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

Attendance By Other Elected or Appointed Officials: It is anticipated that members of the other city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the City Council, other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action are specifically provided for on an agenda for that board, commission, or committee subject to the Texas Open Meetings Act.

This is to certify that I, Marisa Spencer, posted this Agenda at 1:30 p.m. on December 2, 2022, on the bulletin board located at the entrance to Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas.


Marisa Spencer
City Secretary



CERTIFICATE OF RECOGNITION

This certificate is presented to

RYAN JOHNSON

On behalf of the Garden Ridge Community,
we are pleased to congratulate and recognize you for
your attainment of the rank of Eagle Scout.



December 7, 2022

Date

Mayor

CERTIFICATE OF RECOGNITION

This certificate is presented to

CHARLIE HOGUE

On behalf of the Garden Ridge Community,
we are pleased to congratulate and recognize you for
your attainment of the rank of Eagle Scout.



December 7, 2022

Date

Mayor



City of Garden Ridge

"A way of life, not just a place to live"

MINUTES CITY COUNCIL REGULAR MEETING WEDNESDAY, NOVEMBER 2, 2022, 6:00 P.M.

Councilmembers Present:

Mayor Robb Erickson
Mayor Pro-Tem Lisa Swint
Councilmember Kelly Smith (arrived at 6:52 p.m.)
Councilmember Jesse Valdez
Councilmember Todd Arvidson
Councilmember Kay Bower

Councilmembers Absent: None

City Staff Present:

Nancy Cain, City Administrator
Marisa Spencer, City Secretary
Courtney Billi, Assistant City Secretary
Christine Green, Finance/HR Director
Ron Eberhardt, Police Chief
Steven Steinmetz, Public Works Director
Linda Crosland, Library Director
Cynthia Trevino, City Attorney

City Commissioners Present:

Jim Mueller, Chair, Water Commission
Karen Diaz, Chair, Planning and Zoning Commission
Dr. Jim Miller, Planning and Zoning Commissioner
Roy Leatherberry, Planning and Zoning Commissioner

1. Call to Order/Roll Call

With a quorum of the City Councilmembers present, Mayor Erickson called the regular meeting of the Garden Ridge City Council to order at 6:00 p.m. on Wednesday, November 2, 2022, in the City Council Chambers of the Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas 78266.

2. Pledge of Allegiance

Mayor Erickson led the Pledge of Allegiance and the Texas Pledge.

3. Proclamations/Presentations

a) Davenport High School Band Presentation

Students from Davenport High School Band spoke regarding upcoming performances and thanked the community for their support.

b) Eagle Scout Ryan Johnson Certificate of Recognition

c) Eagle Scout Charlie Hogue Certificate of Recognition

Mayor Erickson stated the Eagle Scout Certificates of Recognition will occur next month due to a school conflict.

4. Citizen Comment Period

Shelby Trial, 21657 Forest Waters Circle, spoke regarding the investigation of former Mayor Thompson.

5. Consent Agenda

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a) **Approval of Minutes for the October 12, 2022, City Council Regular Meeting.**

b) **Financial Statement, Summary Report, and Management's Discussion and Analysis of Results of Operations – September 30, 2022.**

c) **Approval of the Certification of Tax Levy for the Tax Year 2022 for the City of Garden Ridge.**

Motion: A motion was made by Mayor Pro-Tem Swint, seconded by Councilmember Valdez, to approve Consent Agenda items a)-c). The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

6. Staff Reports

a) **City Administrator Monthly Activity Report.**

City Administrator Nancy Cain reviewed thank you notes recognizing City Staff, employee anniversaries, and stated *Volunteer Garden Ridge!* reported 461.50 hours for October. She provided City Council with updates regarding First Friday, bulk dumpsters, leadership training, and the Employee/Council Christmas party.

b) **Finance/HR Monthly Activity Report.**

Finance/HR Director Christine Green spoke regarding continuity of operations related to the Finance/HR Department.

c) **City Secretary Monthly Activity Report.**

City Secretary Marisa Spencer reviewed the monthly activity report and spoke regarding continuity of operations related to the Administrative Department.

d) **Police Department Monthly Activity Report.**

Chief Eberhardt reviewed the monthly activity report and spoke regarding continuity of operations related to the Police Department.

e) **Public Works Department Monthly Activity Report.**

Public Works Director Steven Steinmetz reviewed the monthly activity report and spoke regarding continuity of operations related to the Public Works Department.

f) **Library Monthly Activity Report.**

Library Director Linda Crosland reviewed the monthly activity report and spoke regarding continuity of operations related to the Library.

7. City Engineer Projects Status Reports

City Engineer Sam Johnson reviewed the monthly activity report and spoke regarding FM 2252 TxDOT Project and Land Development Projects.

8. City Commission and Committee Reports/Recommendations/Possible Actions

a) **Planning and Zoning Commission:**

1. **Receive monthly activity update as applicable.**

Mayor Erickson stated the Commission did not meet in October and there is nothing to report at this time.

b) **Water Commission:**

1. **Request for water leak adjustment for 7933 Garden North for the billing period of March 23, 2022 – April 23, 2022.**

1.1. **Receive recommendation from the Water Commission.**

Chair Mueller stated the Commission recommends approval of a \$589.66 water loss adjustment for 7933 Garden North for the billing period of March 23, 2022 – April 23, 2022.

1.2. Discuss and take action on request.

Motion: A motion was made by Mayor Pro-Tem Swint, seconded by Councilmember Arvidson, to approve the Water Commission's recommendation and approve a \$589.66 water loss adjustment credit for 7933 Garden North for the billing period of March 23, 2022 – April 23, 2022. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

2. Receive monthly activity update as applicable.

Chair Mueller provided City Council with an update on the topics discussed at the Commission's meeting.

c) Parks Committee:

1. Receive monthly activity update as applicable.

Rod Chamberlain, Parks Committee, provided City Council with an update on the committee's projects and efforts.

9. Approvals and Authorizations

The following items are for discussion, consideration, and action.

a) Charter Commission.

City Administrator Nancy Cain spoke regarding the Charter Commission and presented a recommendation consisting of nine (9) residents that have indicated they are willing to serve on the Charter Commission.

Motion: A motion was made by Councilmember Bower, seconded by Councilmember Arvidson, to appoint Nadine Knaus, Diana Tillery, Autumn Flannagan, Jim Sturch, Johnell Holly, Armando Diaz, Liz Templeman, Shawn Willis, and Wayne Mudge to serve on the Charter Commission. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

b) 2022 Garden Ridge Deer Survey Results from Texas Parks & Wildlife Department.

Mayor Erickson reviewed the 2022 Garden Ridge Deer Survey Results from Texas Parks & Wildlife Department.

c) 2023 Texas Legislative Session.

Mayor Erickson provided a preview of the 2023 Texas Legislative Session as it relates to cities.

d) Update on utility work being conducted in TxDOT right-of-way along FM 3009.

City Administrator Nancy Cain and Public Works Director Steven Steinmetz provided City Council with an update on utility work being conducted in TxDOT right-of-way along FM 3009.

10. Updates

a) City Council Projects.

1. Mitigation of growth and encroachment impacts on Garden Ridge (Swint and Erickson).

Mayor Erickson and Mayor Pro-Tem Swint provided updates related to mitigation of growth and encroachment impacts on Garden Ridge.

2. Economic Development/Council Liaison to Tri-County Chamber of Commerce (Smith and Erickson).

Councilmember Smith provided updates related to Economic Development/Council Liaison to Tri-County Chamber of Commerce.

3. Alamo Area Metropolitan Planning Organization Technical Advisory Committee Update (Valdez and Erickson).

Councilmember Valdez provided updates related to the Alamo Area Metropolitan Planning Organization Technical Advisory Committee.

4. Council Liaison to the Water Company/Utilities Department (Valdez and Erickson).

Councilmember Valdez provided updates related to Council Liaison to the Water Company/Utilities Department.

5. Council Liaison to Comal ISD (Arvidson and Erickson).

Councilmember Arvidson provided updates related to Council Liaison to Comal ISD.

6. City Welcome Signage (Bower and Erickson).

Councilmember Bower provided updates related to City Welcome Signage.

11. Discussion of Future Agenda Items

Councilmember Valdez announced that Deputy Director Sonia Jimenez, Alamo Area Metropolitan Planning Organization, will provide a presentation to City Council in February.

12. Citizen Comment Period

Dr. Jim Miller, 9910 Marie Meadow, spoke regarding the investigation of former Mayor Thompson and a recent San Antonio Water System (SAWS) main break.

13. Reports and Comments from Mayor and City Councilmembers

The Mayor and/or City Councilmembers may comment, make general announcements, and/or provide progress reports on events, activities and/or committees/board meetings concerning the following:

Alamo Area Metropolitan Planning Organization, Boy Scouts and/or Girl Scouts, City of Garden Ridge sponsored events and outreach efforts, Comal ISD (Garden Ridge Elementary/Danville Middle School/Davenport High School), Counties (Bexar/Comal/Guadalupe), Families of Garden Ridge, Garden Ridge Lions Club, Garden Ridge Citizen Police Academy Alumni Association/Citizen Patrol, Garden Ridge Women's Club, Greater Bexar County Council of Cities, Northeast Partnership, Tri-County Chamber of Commerce.

Mayor Pro-Tem Swint and Councilmember Arvidson spoke regarding the new Comal ISD Superintendent. Councilmember Arvidson spoke regarding Eagle Scouts and Davenport High School events. Councilmember Smith spoke regarding Tri-County Chamber of Commerce events. Councilmember Valdez spoke regarding the Garden Ridge Citizen Police Academy Alumni Association Annual Car Show. Councilmember Bower spoke regarding Tri-County Chamber of Commerce Luncheon. Mayor Erickson spoke regarding Families of Garden Ridge Adopt-A-Highway Program, County/City Officials Luncheon, Northeast Partnership, Tri-County Chamber of Commerce, and Comal ISD.

14. Executive Session

The City Council will recess its open meeting and reconvene in Executive Session:

a) Pursuant to Texas Government Code Section 551.071(1) and 551.071(2) – Consultation with Attorney and 551.072 – Deliberations About Real Property.

- 1. To seek legal advice regarding pending litigation, Cause No. C2022-0615B, Michael C. Domgard II vs. City Council for the City of Garden Ridge, Texas.**
- 2. To consult with and receive legal advice regarding variance and Special Use Permit processes related to development project: Guadalupe Readymix – proposed Concrete Batch Plant at 20762 FM 2252.**
- 3. To deliberate the purchase, exchange, lease, or value of real property – Comal CAD Property ID 73532.**

Mayor Erickson announced the City Council will recess at 7:37 p.m. and reconvene into Executive Session at 7:45 p.m., to discuss and seek legal advice on the items stated above.

Mayor Erickson adjourned the Executive Session and reconvened back into Regular Session at 8:37 p.m.

15. Business Items

The City Council will reconvene into Regular Session upon conclusion of the Executive Session and may recall any item posted for Executive Session for action, as necessary.

No action taken.

16. Adjournment

There being no further business, the Wednesday, November 2, 2022, City Council regular meeting was adjourned at 8:37 p.m. by Mayor Erickson.

ATTEST

Robb Erickson
Mayor

Marisa Spencer
City Secretary

CITY OF GARDEN RIDGE**MONTHLY ACCOUNT BALANCES & INTEREST RATES**

PERIOD ENDED AS OF 10/31/2022

CITY FUNDS	BALANCE	CURRENT INTEREST RATE
GF OPERATING ACCOUNT	\$ 357,000.76	0.00%
GF MONEY MARKET	3,096,725.30	0.98%
PEG CAPITAL FEES	46,003.34	0.65%
TEXPOOL INVESTMENTS	6,665.83	2.93%
SIB LOAN I&S	4,996.02	0.20%
2017 I&S	2,197.38	0.60%
2012 I&S	10,764.55	0.65%
2012 REFI	19,998.85	0.65%
2015 I&S	9,800.11	0.60%
TEXPOOL WATER IMPACT FEES	172,212.40	2.93%
TEXPOOL STREET IMPACT FEES	59,599.54	2.93%
AMERICAN RECOVERY ACCT	1,011,757.46	0.57%
SIB LOAN FUNDS (TXDOT)	519,023.12	0.58%
ASSET/FORFEITURE - STATE	99.26	0.08%
ASSET/FORFEITURE - FED	68,007.58	0.90%
TOTAL CITY FUNDS	\$ 5,384,851.50	

WATER FUNDS	BALANCE	CURRENT INTEREST RATE
OPERATING ACCOUNT	1,768,344.64	0.97%
WATER SURCHARGE	149,869.55	0.98%
TEXPOOL WATER INVEST	\$ 2,257.48	2.93%
TOTAL WATER FUNDS	\$ 1,920,471.67	

TOTAL ALL ACCOUNTS	\$ 7,305,323.17	
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CITY OF GARDEN RIDGE
CASH & INVESTMENTS STATEMENT
CURRENT AND YEAR TO DATE AS OF 10/31/2022

GENERAL FUND	BALANCE
GF Operational Checking	\$ 357,000.76
GF Money Market	3,096,725.30
TexPool Investments	6,665.83
Restricted Amounts	(230,563.13)
TOTAL AVAILABLE FUNDS	\$ 3,229,828.76

WATER FUND	BALANCE
Operational Checking	\$ 1,768,344.64
TexPool Water Invest	2,257.48
Water Surcharge	149,869.55
Restricted Amounts	21,632.66
TOTAL AVAILABLE FUNDS	\$ 1,942,104.33

CITY OF GARDEN RIDGE
STATEMENT OF ACTIVITIES
CURRENT AND YEAR TO DATE AS OF 10/31/2022

GENERAL FUND	Oct-22	YTD	FY 2023 BUDGET	% OF BUDGET	BUDGET BALANCE
REVENUES	\$ 102,194.56	\$ 102,194.56	\$ 3,394,695.00	3.0%	\$ 3,292,500.44
EXPENDITURES					
ADMINISTRATION	80,107.82	80,107.82	943,890.00	8.5%	863,782.18
COURT	13,093.53	13,093.53	99,016.00	13.2%	85,922.47
POLICE	114,929.56	114,929.56	1,510,463.00	7.6%	1,395,533.44
PUBLIC FACILITIES	40,966.77	40,966.77	644,542.00	6.4%	603,575.23
COMMUNITY CENTER	4,494.93	4,494.93	78,984.00	5.7%	74,489.07
LIBRARY	7,447.20	7,447.20	116,043.00	6.4%	108,595.80
FUND CHANGES/XFER	-	-	-	0.0%	-
TOTAL EXPENDITURES	261,039.81	261,039.81	3,392,938.00	7.7%	3,131,898.19
NET POSITION	\$ (158,845.25)	\$ (158,845.25)	\$ 1,757.00		\$ 160,602.25

WATER FUND	Oct-22	YTD	FY 2023 BUDGET	% OF BUDGET	BUDGET BALANCE
REVENUES	\$ 240,693.94	\$ 240,693.94	\$ 1,906,572.00	12.6%	\$ 1,665,878.06
EXPENDITURES	106,174.30	106,174.30	1,906,572.00	5.6%	1,800,397.70
REVENUE +/- EXPENDITURES	134,519.64	134,519.64	-		(134,519.64)

OTHER CASH OUTFLOWS	Oct-22	YTD	FY 2023 BUDGET	% OF BUDGET	BUDGET BALANCE
BOND PRINCIPLE PAYMENTS	-	-	523,985.00	0.0%	523,985.00
XEROX LEASE PRINCIPLE PMTS	473.54	473.54	5,680.00	8.3%	5,206.46
TOTAL OTHER CASH OUTFLOWS	\$ 473.54	\$ 473.54	\$ 529,665.00		\$ 529,191.46

CITY OF GARDEN RIDGE
STATEMENT OF ACTIVITIES - COMMUNITY CENTER
PERIOD ENDED AS OF 10/31/2022

REVENUES	YTD	Budget
RENTALS	\$ 3,650.00	48,000.00
DEPOSITS	2,300.00	24,000.00
CLEAN-UP FEES	525.00	5,550.00
DEPOSITS REFUNDED	(1,000.00)	(18,360.00)
DONATIONS	-	-
TOTAL REVENUES	5,475.00	59,190.00
EXPENDITURES		
PAYROLL/TAXES/RETIREMENT	208.21	3,124.00
MANAGER FEES	1,934.25	22,800.00
COMPUTER/INTERNET	138.70	1,680.00
TELEPHONE	50.00	600.00
UTILITIES	713.77	10,820.00
MAINTENANCE	-	8,000.00
SUPPLIES	-	1,200.00
CLEANING	450.00	5,400.00
EQUIPMENT	-	6,000.00
MARKETING	-	1,000.00
DONATION EXPENDITURES	-	-
FACILITY ENHANCEMENTS	-	-
TOTAL EXPENDITURES	3,494.93	60,624.00
NET POSITION	\$ 1,980.07	\$ (1,434.00)

Management's Discussion and Analysis of Results of Operations – October 2022

GENERAL FUND

Cash

Total available funds as of October 31, 2022, are \$3,229k.

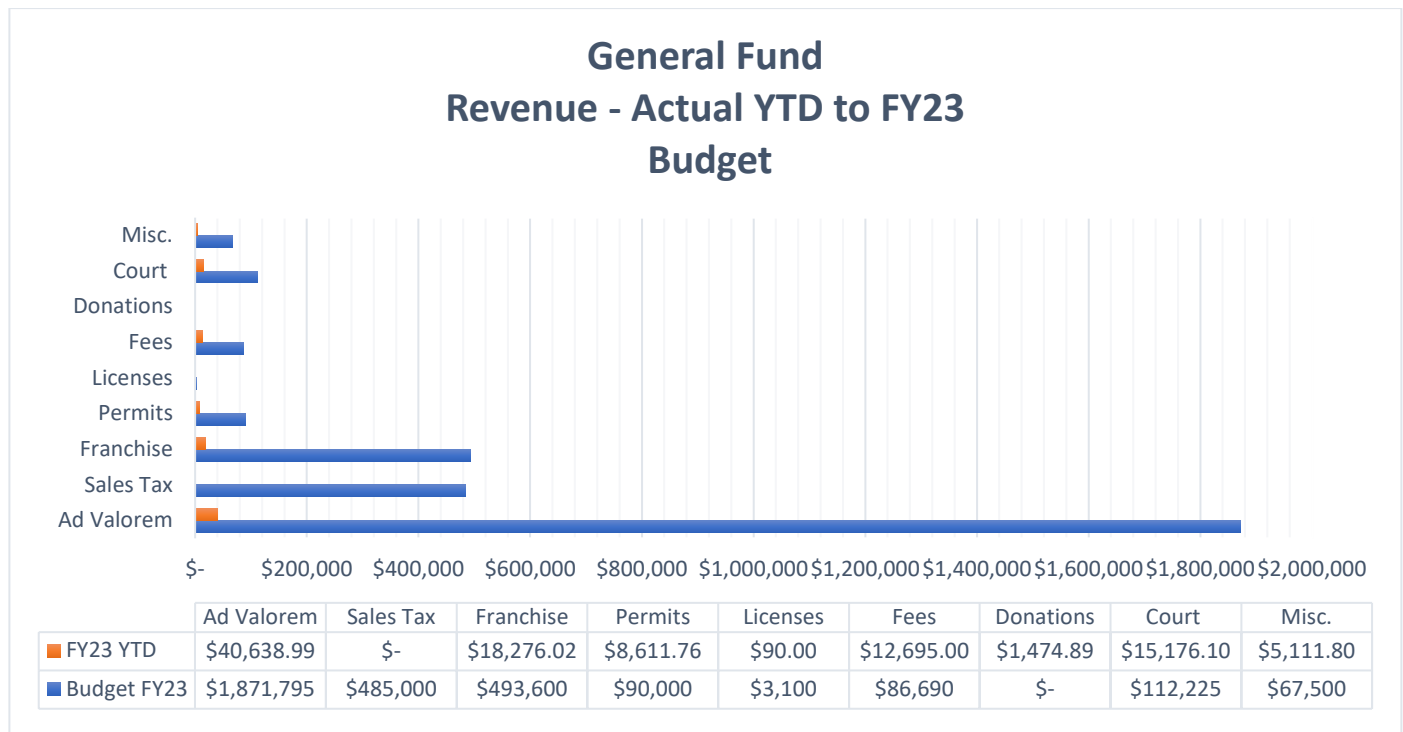
Revenue

Ad Valorem Tax received for October totals \$40.5k YTD collections total \$40.5k or 2.2% of the FY23 budget of \$1.871k

Sale Tax Revenue is received by the City 60 days after the last day of the month it was collected. The City will receive October sales tax revenue in December. No sales tax revenue was received during the month of October for FY23. YTD totals \$0k or 0% of the \$485k budgeted for FY23.

Annual Building Permits revenue totals \$8.6k or 9.6% of the \$90k budgeted for FY23.

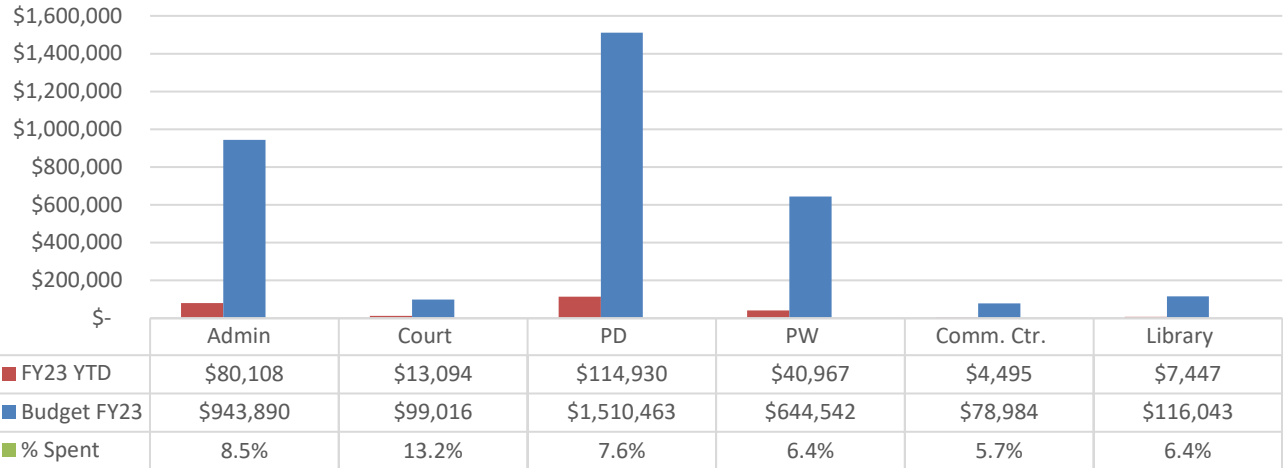
Trash Collections YTD total \$6.7K or 8.28% of the \$82k budgeted for FY23.



Expenditures

All departments are operating within the FY23 budget.

General Fund Expenditures - Actual YTD to FY23 Budget



WATER FUND

Meters

Current meters for October 2022 total 1685 vs 1673 for October 2021.

Cash

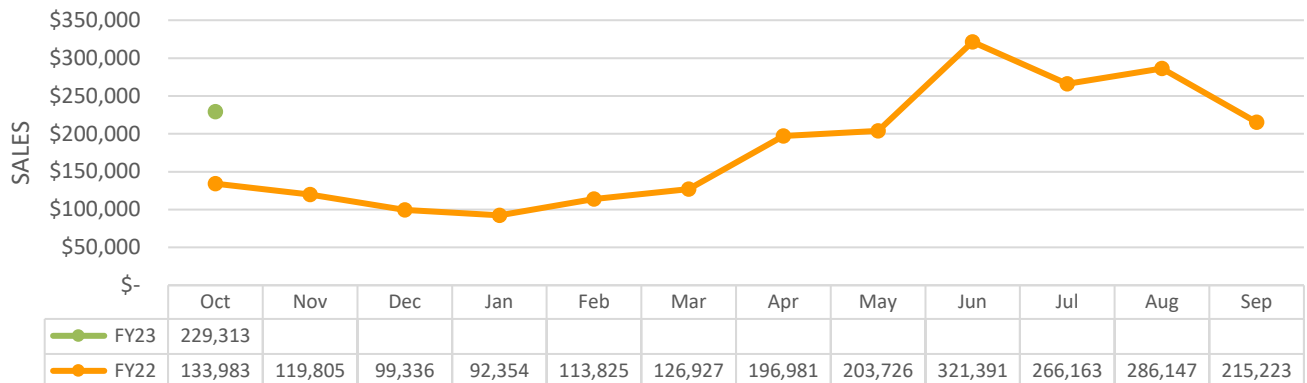
Total available funds as of October 31, 2022, are \$1,942k.

Revenue

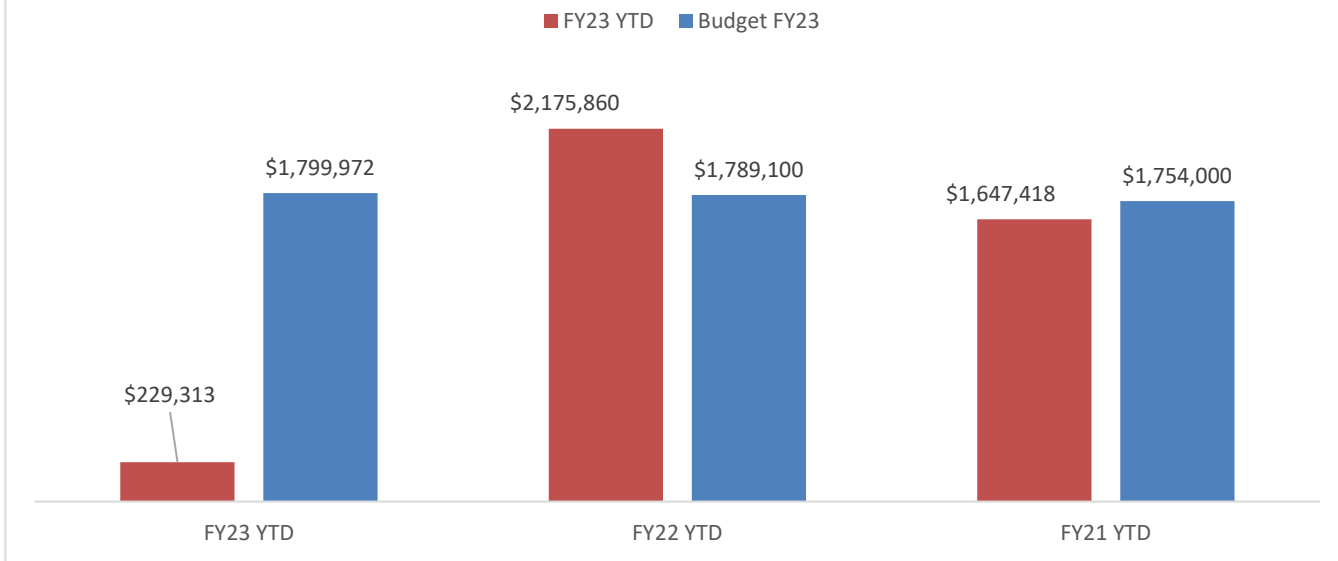
Revenue YTD totals \$240.6k or 12.62% of the \$1,906k budgeted for FY23. Total revenue for the same period last year was \$141.6k.

Water Sales for the month total \$229k. YTD water sales total \$229k or 12.74% of the \$1,799.9k budgeted for FY23.

WATER SALES - FY23 VS FY22 VARIANCE \$



Water Sales Actual vs Budget

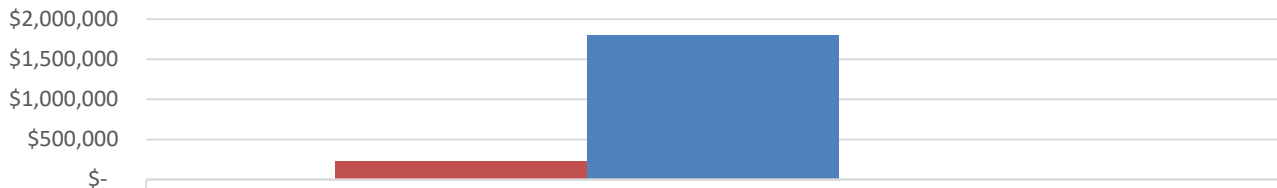


Meter installation revenue YTD totals \$2.65k or 26.5% of the \$10k budgeted for FY23.

Expenditures

Expenditure for the month totals \$134.5k. YTD expenditures for FY23 total \$1,906.5k. Bond principal and interest payments will be made in February 2023.

Water Expenditures - Actual YTD vs FY23 Budget



	Water
FY23 YTD	\$229,313
FY23 Budget	\$1,799,972
% Spent	12.7%

Interest & Sinking Fund

Revenue

Ad Valorem Tax collections YTD total \$15.8k of the \$664.2k budgeted for FY23.

Expenditures

Next bond principal and interest payments will be made in February 2023.

Capital Improvements Fund – (all accounts are restricted)

Cash Balance

Water Impact Fee Balance is \$172.2K.

Street Impact Balance is \$59.9k.

American Recovery Acct. Balance is \$1,011.7k

SIB Loan (TXDOT) Acct. Balance is \$519.0k

Revenue

No new revenue to report.

Asset Seizure Fund

Cash Balance

The Restricted Fund Balance is \$68.0k.

Revenue

No new revenue to report.

Expenditures

No expenditure to report.

Summary

The City of Garden Ridge is financially sound and operating within the Budget set forth by the City Council.



Rev. Robert Dennard
Revelation Church
9357 Schoenthal Rd
Garden Ridge TX 78266

October 28, 2022

Nancy Cain
City Administrator
City of Garden Ridge
9400 Municipal Pkwy
Garden Ridge TX 78266

Mrs. Cain,

Greetings and I hope you are doing well. As of August 28, 2022, the congregation of Garden Ridge Assembly has transitioned to a sovereign church entity and is no longer a campus of First Assembly of God San Antonio. As part of the sovereignty process, the church has established a new name, Revelation Community Church (DBA Revelation Church San Antonio), with a new Tax ID/EIN. Supporting documentation including a certificate of filing with the Texas Secretary of State's office is included with this document. Also included is the current property insurance paperwork through Guide One/Insurance One with the new church name and the City of Garden Ridge as an additional insured.

Though our name has changed to reflect a new season in the life of the church, our commitment to the City of Garden Ridge remains the same. We look forward to serving in increasing ways in the coming years. The story of this church has been one of renewal and restoration. We are grateful for the opportunity to do more as we continue to grow.

May God bless you, our mayor, council and public service employees, and the City of Garden Ridge.

Sincerely,

Pastor Robert W. Dennard



November 1 2022

City Administrator Nancy Cain
City of Garden Ridge
9400 Municipal Pkwy
Garden Ridge, TX 78266

Subject: Lease for 9357 Schoenthal Rd Property

Mrs. Cain,

Greetings and I hope you are doing well. This letter shall serve as our request to renew our current lease.

The church formally requests to continue to lease the property located at 9357 Schoenthal Rd where we are currently located for a period of two (2) years at the rate previously set (\$1265 per month).

A Certificate of Insurance has been included and meets the requirements set in the previous lease.

We look forward to a bright future serving the community here in positive ways.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. W. Dennard', is written over a horizontal line.

Pastor Robert W. Dennard



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance One Agency, L.C. 601 Embassy Oaks Suite 101 San Antonio TX 78216	CONTACT NAME: Ann Bergfeld PHONE (A/C, No, Ext): (210) 402-0288 E-MAIL ADDRESS: abergfeld@insuranceoneagency.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: GuideOne Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
INSURED Revelation Community Church 9357 Schoenthal Garden Ridge TX 78266		

COVERAGES**CERTIFICATE NUMBER:** CL22101403136**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			BOP010034326	09/21/2022	09/21/2023	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an Additional Insured on the General Liability Policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Garden Ridge
9357 Schoenthal Rd

Garden Ridge

TX 78266

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LEASE OF FORMER LIBRARY AND COURTROOM BUILDINGS

THE STATE OF TEXAS

COUNTY OF COMAL

This Lease Agreement ("Lease") is made between the **City of Garden Ridge, Texas** ("Lessor") and **Revelation Community Church (DBA Revelation Church San Antonio)** ("Lessee").

The Lessor is the owner of the Former City Library (9357A Schoenthal Road) and the Former City Courtroom (9357B Schoenthal Road), situated in Garden Ridge, Comal County, Texas.

The Lessee is the Revelation Community Church (DBA Revelation Church San Antonio), a Domestic Nonprofit Corporation established and incorporated under the laws of the State of Texas.

ARTICLE 1.

Leased Premises: Acceptance of Premises; Compliance with Regulations

- 1.1** In consideration of the obligation of Lessee to pay rent and in consideration of the other terms, covenants and conditions, Lessor demises and Leases to Lessee, and Lessee takes from Lessor the real property servicing the buildings immediately adjacent thereto, and all structures thereon described as the Former City Library and Former City Courtroom, (the “Leased Premises”) in Comal County, Texas, described in Exhibit “A” and hereby incorporated by reference for all purposes as if written and copied herein.
- 1.2** Lessee acknowledges that it has fully inspected, or has been provided the opportunity to fully inspect, the Leased Premises to determine its suitability for the purposes of this Lease, and the presence of objectionable environmental, geological or soil conditions, and that Lessee is accepting the Leased Premises in its present condition “as is.” By occupying the Leased Premises, Lessee shall be deemed to have accepted the Leased Premises and to have acknowledged that the Leased Premises comply fully with Lessor’s covenants.

ARTICLE 2.

Lease/Term

- 2.1** The rent shall accrue from the commencement date of this Lease as provided below and shall be payable at the place designated for the delivery of notices to Lessor at the time of payment.
- 2.2** Lessee shall pay to Lessor a Lease rate as follows:

The annual amount of fixed rent shall be one thousand two hundred sixty-five dollars (\$1,265.00) per month (plus additional costs, such as utilities (electric, water, cable, Internet, alarm and monitoring, phone) and other similar costs, if owed to the Lessor). The rental shall be paid in advance and shall be due and payable on the last day of the preceding month for each month this lease is in effect. Lessee may prepay rents due hereunder.

- 2.3** Lessee is required to pay a security deposit equal to one month's rent. Should Lessee fail to pay any obligation in this agreement when due, including any rent or any other sum payable to the Lessor under the terms of this Lease, then interest at the maximum legal rate in the State of Texas shall accrue from and after the date on which any sum shall become due and payable, and interest shall be paid by Lessee to Lessor at the time of payment of the sum upon which the interest shall have accrued. Any attempt for collection that goes unresolved will default this Lease. (See Article 13). Security Deposit in the amount of one thousand two hundred sixty-five dollars (\$1,265.00) and dated April 11, 2011 is on file with the City of Garden Ridge.
- 2.4** The term of this Lease shall commence on _____, 2022, and shall extend for a period of two (2) years _____, 2024. Upon application by Lessee, this Lease may be renewed pursuant to the procedures established in this Section 2.4) At least 2 months prior to the expiration of the initial term of this Lease, Lessee must inform the Lessor in writing of its intent to seek renewal of this Lease. After following any applicable laws, ordinances, and applicable sections of any local law applicable at the time, including but not limited to, public notice and hearing, City Council of Garden Ridge may proceed to determine whether the Lessee has satisfactorily performed its obligations under this Lease. Upon determination by the City Council of Garden Ridge that the Lessee's performance is satisfactory a renewal of this Lease may be granted by Lessor for an additional term on the same terms, conditions and rents set out in this Lease, or on different terms as appropriate, as it may be amended from time to time, and payment by Lessor of a renewal fee to be negotiated at the time. If City Council of Garden Ridge determines that Lessee has not satisfactorily performed its obligations under this Lease, Lessor may refuse to renew this Lease. In the event the option to renew this Lease is denied the Leasehold and all improvements will revert back to the Lessor.
- 2.5** **The Parties understand and agree that Lessor may terminate this lease, with 30 days written notice provided to Lessee if Lessor determines it necessary to terminate the lease in connection with a sale of the property. Alternatively, the Parties understand that any new owner of the property has 30 days from the date of purchase to decide whether to continue the current use of the property or modify the use of the property to any purpose and also has the authority to terminate this lease with 30 days written notice provided to the Lessee.**

ARTICLE 3.
Use and Care of Premises

- 3.1** The uses of the Leased Premises by Lessee shall be restricted to those used described in the proposal by Lessee (Exhibit "B") connected with the operation of their organization, unless otherwise approved in writing by Lessor. Specifically, the Leased Premises shall be used and occupied for the following purposes only:

The Leased Premises are to be used only for corporate worship services, youth worship and Bible study, meetings, fellowships and other substantially similar events and as related offices unless otherwise approved in writing by Lessor.

- 3.2** Lessee shall not, without Lessor's prior written consent, keep anything within the Leased Premises, or use the Leased Premises for any purpose, which invalidates any insurance policy carried by Lessee on the Leased Premises. All property kept, stored or maintained within the Leased Premises by Lessee shall be at Lessee's sole risk.
- 3.3** Lessee shall not use, or permit the use of, the Leased Premises in any manner that results in waste of the Leased Premises, or constitutes a nuisance or violates any Local, State or Federal Law. Except as provided herein, if any repairs required to be made by Lessee are not made within 60 days after written notice delivered to Lessee by Lessor, Lessor may at its option make repairs without liability to Lessee for any loss or damage which may result to its stock or business by reason of such repairs, and Lessee shall pay to Lessor upon demand as additional rental the cost of the repairs plus interest at the maximum legal rate in effect in the State of Texas from the date of payment by Lessor until repaid by Lessee. In the event the required repairs cannot reasonably be completed within 60 days the Lessee may be granted such additional time as is reasonably necessary if the Lessee is proceeding in good faith and due diligence to complete such repairs. At the expiration of this Lease, Lessee shall surrender the Leased Premises in good condition, reasonable wear and tear or unavoidable casualty, alone excepted.
- 3.4** Lessee shall take good care of the Leased Premises and keep the same free from waste at all times. Lessee shall keep the Leased Premises, including ramps, signs, sidewalks, service ways, landscaping and loading areas adjacent to the buildings on the Leased Premises neat, clean, and free from dirt or rubbish at all times, and shall store all trash and garbage within closed containers on the Leased Premises, arranging for the regular pick-up of such trash and garbage at Lessee's expense.
- 3.5** Lessee shall store all equipment and materials/supplies within the confines of the buildings located on the Leased Premises. Outside storage is specifically prohibited unless separate written provisions are made with the Lessor.
- 3.6** Lessee's failure to use the Leased Premises as stated in 3.1 above, shall constitute a default, and upon Lessor giving written notice to Lessee of such default and Lessee's failure to cure

said default within 30 days after the giving of notice, this Lease shall terminate and Lessee shall vacate the Leased Premises no later than 90 days thereafter, during which time the normal rental fees shall accrue; the date upon which the Leased Premises are vacated by Lessee shall be the date Lessee is released from and relieved of all further obligations of this Lease. Notwithstanding the foregoing, if Lessor serves notice that Lessor elects to terminate this Lease and Lessee's Leasehold mortgagee gives Lessor written notice within ten days from the date such mortgagee receives said notice that the Leasehold mortgagee is undertaking to cure the default of Lessee, the Lessor waives its right to terminate this Lease, provided the Leasehold mortgagee immediately commences to cure such default and diligently pursues such action.

ARTICLE 4.

Maintenance and Repair of Premises

- 4.1** Lessee shall keep the Leased Premises in good, clean condition and shall make all needed repairs to all structures on the Leased Premises. Lessee shall comply, at its sole cost and expense, with all governmental laws, ordinances, and regulations applicable to the Leased Premises. The Lessee shall not be obligated to make any structural changes or alterations to the Leased Premises unless made necessary by the act or omission of the Lessee, in which event Lessee shall comply, at lessee's expense, with plans and specifications submitted to and approved by Lessor under Article 5 of this Lease.

ARTICLE 5.

Alterations and Fixtures

- 5.1** All permanent improvements to the Leased Premises made during the term of this Lease or any extension thereof shall revert to the Lessor upon any termination (under Article 13) of this Lease.
- 5.2** The initial improvements described or referred to in the proposal may be made by Lessee at Lessee's sole cost. Lessee shall not make any further material alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. All improvements, alterations, additions and fixtures (other than unattached, movable trade fixtures) which may be made or installed by either party upon the Leased Premises shall become the property of Lessor at the termination of this Lease for any reason whatsoever, and at the termination of this Lease shall remain upon and be surrendered with the Leased Premises, unless Lessor requests their removal, in which event Lessee shall remove the same and restore the Leased Premises to its original condition at Lessee's expense.

- 5.3** Lessee shall prevent any lien or obligation from being credited against or imposed upon the Leased Premises by reason of an alteration, repair, labor performed or materials furnished to the Leased Premises for or on behalf of Lessee, and Lessee will discharge any lien or charge immediately after the lien occurs or charges become due and payable, provided that in the event Lessee disputes the lien or the claim upon which it is founded, Lessee shall have the right, without discharging said lien, to promptly pursue settlement or litigation without paying such claim until such time as the claim becomes final and subject to no further appeal by Lessee. Lessee shall hold harmless, indemnify, and defend Lessor, its officers, agents and employees from and against any claims related to such liens or charges.

ARTICLE 6.

Signs

- 6.1** Except as provided in Section 5.2 Lessee shall not, without Lessor's prior written consent (a) make any changes to the main structure or (b) install any exterior lighting, shades or awnings, or any exterior decorations or paintings or (c) erect, install, or change any placards, decorations, or advertising media of any type which can be viewed from the exterior of the Leased Premises.
- 6.2** Lessee has the discretion to use the rock sign located at the bottom of the hill next to FM3009 and shall include as part of the rents owed, all related maintenance and electrical costs expended by the Lessor. This lease does not authorize exclusive use. Lessor has the right to permit other property lessees in the complex use of the sign in the future.

ARTICLE 7.

Utilities/Taxes

- 7.1** Lessee shall promptly pay all charges for electricity, water, telephone service, and other utilities furnished to the Leased Premises.
- 7.2** Lessor shall not be liable for any interruption or impairment whatsoever in utility services unless the interruption is caused solely by the negligence of Lessor's agents, officers, or employees.
- 7.3** Lessee shall pay all taxes and assessments, if any, against any buildings or other structures if any it may place on the Leased Premises as well as all taxes and assessments, if any, against the personal property used by Lessee on the Leased Premises.

ARTICLE 8.
Insurance and Indemnity

8.1 Liability Insurance: Lessee shall, at its own expense, purchase, maintain and keep in force liability insurance and shall protect Lessee from claims which may arise out of or in connection with any operations at the Leased Premises, whether the operations be by Lessee or by any subcontractor or by anyone directly or indirectly employed by Lessee or by anyone for whose acts Lessee may be liable. The minimum amounts of liability insurance required are as follows:

Bodily Injury	Per Person	\$300,000.00
	Per Accident	\$500,000.00
Property Damage Liability	Per Accident	\$100,000.00
	Aggregate	\$100,000.00

- A. Insurance required by this section shall be written so that the Lessor will be notified in writing, in the event of cancellation, restrictive amendment or non-renewal at least thirty (30) days prior to the action. Certificates of Insurance shall be filed with Lessor.
- B. All insurance required under this section shall be written with the Lessor as an additional insured. In any event, Lessee is fully responsible for all losses arising out of, resulting from or connected with operations under this Lease whether or not the losses are covered by insurance. The Lessor's acceptance of Certificates of Insurance that in any respect do not comply with the Lease requirements does not release Lessee from compliance herewith.
- C. All insurance required under this section shall be primary over any other insurance coverage the Lessor may have.
- D. The parties intend that Lessee maintain liability insurance coverage not less than amounts prescribed in Section 101.023 of the Texas Civil Practice and Remedies Code as it may be amended from time to time. In the event such amounts increase beyond the limits set forth herein, Lessee shall obtain such increased coverage and provide Lessor a certificate, therefore. The burden of maintaining proper insurance coverage and compliance with this subsection lies solely with Lessee.

8.2 Casualty Coverage: Lessee must keep the improvements on the Leased Premises insured against loss or damage by fire, with extended coverage endorsement or its equivalent in such responsible insurance companies as Lessee reasonably selects, and in such amounts not less than the full insurable value of the improvements. Such policy or policies of insurance must name both the Lessor and Lessee as named insured; provided, however, at any time that there is a lien on the Leasehold estate, said insurance, at Lessee's option may contain a loss payable clause in favor of any mortgage or trustee in connection with any such mortgage or

trustee. All such insurance must be issued by companies as required by any such mortgagee or trustee, or if not so required, reasonably acceptable to any such mortgagee or trustee.

8.3 Indemnity:

A. Lessee shall hold harmless, indemnify, and defend Lessor, its officers, agents, and employees from and against all suits, actions, damages, liability and expense for loss of life, personal injury or property damage occasioned wholly or in part by any act or omission of Lessee, their agents, contractors, employees, servants, invitee, licensees or concessionaires, in their use of the Leased Premises.

B. Lessee shall store its property in and shall occupy and use the Leased Premises at its own risk, and Lessee releases Lessor, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage, including those caused by the negligence of the Lessor, its officers, agents, and employees.

C. Lessor shall not be responsible or liable at any time for any loss or damage of Lessee's fixtures, machinery, exhibits, documents, or other personal property of Lessee.

D. Lessor shall not be responsible or liable to Lessee or to those claiming by, through, or under Lessee for personal injury or property damage that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining premises.

E. Lessor shall not be responsible or liable for any defect, latent or otherwise, in any building, equipment, machinery, utilities, appliances, or apparatus at or on the Leased premises, nor shall Lessor be responsible or liable for any injury, loss or damage to any person or to any property of Lessee or any other person caused by or resulting from any bursting, breakage of or from leakage from pipes, or from water, sewage, steam, snow, or ice, running, backing up, or overflowing in any part of the Leased Premises, or from any injury or damage caused by or resulting from any defects or negligence in the occupancy, construction, operation or use of any of the buildings, equipment, machinery, utilities, appliances or apparatus at the Leased Premises by any person or by or from the acts or negligence of any occupant of the Leased Premises.

F. Lessee shall give prompt notice to Lessor in case of accident in the Leased Premises or of defects in the structure located thereon of which Lessee may be aware.

G. In case Lessor is made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all of Lessor's reasonable costs, expenses and attorney's fees.

8.4 Condemnation:

A. Total: If the whole of the Leased Premises shall be acquired or taken by eminent domain for any public or quasi-public use or purpose, then this Lease shall cease and terminate as of the date of title vesting in the acquiring entity.

B. Partial: If any part of the Leased Premises shall be taken or condemned, and the partial taking renders that portion of the Leased Premises not so taken unsuitable for use by the Lessee, then this Lease and the term in this Lease shall cease and terminate. If the partial taking is not extensive enough to render the Leased Premises unsuitable for use by the Lessee, then this Lease shall continue in effect except that the minimum rental shall be reduced and adjusted in an appropriate manner.

C. If this Lease is terminated as provided in this section, rent shall be paid up to the date that possession is taken by the acquiring entity, and Lessor shall make an equitable refund of any rent paid by the Lessee in advance.

D. Award: Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interests in any condemnation proceeding. The termination of this Lease under this Section shall not affect the rights of the respective parties to such awards.

- 8.5** Lessee acknowledges and agrees that Lessee takes the Leased Premises in its present condition and as such Lessor shall not be liable to Lessee for any personal injuries or property damage resulting from or out of improvements or repairs made to the Leased Premises, or by gas, water, steam, electricity, or oil leaking or escaping into the Leased Premises at the time of execution of this Lease.

ARTICLE 9. Audit

- 9.1** Every five (5) years beginning in 2022 the Lessor at its sole expense shall have the right, but not the duty, to audit the Lessee. This audit may include but is not limited to reviewing the books and accounts to determine the solvency of the Lessee, ascertaining whether or not the Lessee is complying with its corporate purposes as stated in its charter as it existed on the date of the execution of this Lease and attached herewith as Exhibit "B" and incorporated for all purposes as if written and copied herein and to ensure the Leased Premises are being used in conformance with the provisions of this Lease.

ARTICLE 10.
Access to Premises

- 10.1 Lessor shall provide Lessee with 24 hours notice of any requirement to enter the Leased Premises. Lessor shall not be liable to Lessee for any expenses, loss, or damage from any such entry upon the Leased Premises. Lessor shall leave a notice of entry upon entering the premises for any reason if Lessee or its representatives are not present.

ARTICLE 11.
Damage by Casualty

- 11.1 Lessee shall give immediate written notice to Lessor of any damage caused to the Leased Premises by fire or other casualty.
- 11.2 In the event that any improvements upon the Leased Premises are damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance, Lessee shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the improvements. If the Leased Premises shall be damaged or destroyed by fire or other casualty so as to render untenable more than fifty percent of the floor area of the entire building on the Leased Premises, then Lessee may elect either to terminate this Lease or to proceed to rebuild and repair the affected improvements. Lessee shall give written notice to Lessor of such election within 60 days after notice of such casualty and, if Lessee elects to rebuild and repair, Lessee shall proceed to do so with reasonable diligence and at its sole cost and expense.
- 11.3 During any period of reconstruction or repair of the Leased Premises, this Lease shall continue in full force.
- 11.4 Any insurance against casualty loss which may be carried by either Lessor or Lessee shall be under the sole control of the party paying the premium for such insurance and the other party shall have no interest in any proceeds of such insurance. Lessor and Lessee expressly waive any cause of action or right of recovery which either of them may have against the other for any loss or damage to the Leased Premises or to the contents belonging to either party contained in the Leased Premises caused by fire, explosion, or other risk covered by the Texas standard form of fire and extended coverage policy.

ARTICLE 12.
Assignment and Subletting

- 12.1 Lessee shall not assign or in any manner transfer this Lease or any estate or interest in the Lease or sublet the Leased Premises or any part of the Leased Premises without the prior written consent of Lessor. Consent by Lessor to one or more assignments or subletting shall not operate as a waiver of Lessor's rights as to any subsequent assignments and subletting.

Notwithstanding any assignment or subletting, Lessee shall at all times remain fully responsible and liable for the payment of the rent specified and for compliance with all of its other obligations under this Lease. This provision shall not be deemed to limit in any way Lessee's ability to mortgage, pledge or encumber the Leasehold estate.

- 12.2** In the event of the transfer and assignment by Lessor of its interest in this Lease and in the building on the Leased Premises to a person, firm, or corporation, assuming Lessor's obligations, Lessee agrees to look solely to the successor in interest of the Lessor for the responsibility of Lessor hereunder. Any security given by Lessee to secure performance of its obligations may be assigned and transferred by Lessor to the successor in interest of Lessor and Lessor shall be discharged of any further obligation.

ARTICLE 13.

Events of Default and Remedies

- 13.1** The following events shall be deemed to be events of default by Lessee under this Lease:

A. Lessee's failure to pay when due any rental or any other sums or charges due under this Lease.

B. Lessee's failure to comply with any other term, provision, or covenant of this Lease, and failure to cure within 30 days after written notice to Lessee. For any subsequent default by the Lessee for the same or any other reason, the Lessor may terminate this Lease if that subsequent default continues for more than ten (10) days after notice of the subsequent default. However, if any non-monetary default is reasonably incapable of cure within such cure periods, as long as Lessee proceeds in good faith and due diligence to remedy and correct such default, Lessor may not terminate this Lease as a result of such default. In all cases, Lessee is responsible for the performance of any sub lessee.

C. Lessee becomes insolvent, makes a transfer in fraud of creditors, or makes a general assignment for the benefit of creditors.

D. Lessee commences proceedings in bankruptcy, for reorganization, or for the readjustment or arrangement of Lessee's debts, whether under the Bankruptcy Act of the United States of America or under any other law, whether state or federal, now or subsequently existing for the relief of debtors, or there shall be commenced any analogous statutory or non-statutory proceeding involving Lessee. The acceptance by Lessor of Lessee's monthly payment as provided subsequent to the occurrence of this event of default shall be as compensation for use and occupancy of the Leased Premises and shall in no way constitute a waiver by Lessor of its right to exercise any of the provided remedies upon the occurrence of any event of default.

E. A receiver or trustee is appointed for all or substantially all of the assets of Lessee.

F. Lessee deserts or vacates any substantial portion of the Leased Premises for a period of 45 consecutive days without written notice to Lessor.

13.2 Upon the occurrence of any of the events of default and the required notice and cure period, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand;

A. Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying the Leased Premises or any parts, by force if necessary, without being liable for prosecution or any claim of damages; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of termination, whether through inability to relet the Leased Premises on satisfactory terms or otherwise.

B. Lessor may re-let the Leased Premises and receive the rent; Lessee agrees to pay to Lessor on demand any deficiency that may arise by reason of reletting.

C. Lessor may enter upon the Leased Premises, by force if necessary, without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this Lease; Lessee agree to reimburse Lessor on demand for any reasonable expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to the Lessee from any action, whether caused by the negligence of Lessor or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided or any other remedies provided by law, nor shall pursuit of any of the other remedies provided constitute a forfeiture or waiver of any rent due to Lessor or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions, and covenants. Forbearance by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of default.

13.3 If, on account of any breach or default by Lessee in Lessee's obligations, it becomes necessary for Lessor to employ an attorney to enforce or defend any of Lessor's rights or remedies, Lessee agrees to pay all reasonable attorney's fees incurred by Lessor.

ARTICLE 14.
Landlord's Lien

- 14.1** Lessee hereby grants a landlord's lien to Lessor for the purpose of securing the performance of any and all of Lessee's obligations hereunder. However, the lien granted by this article and any statutory landlord's lien are subordinate and inferior to the lien of any first mortgage on the Leasehold estate of Lessee hereunder, and any and all renewals, extensions and rearrangements thereof, to the extent that any such first mortgage secures loans made to Lessee in connection with the improvement of the Leased Premises and the operation of Lessee's business thereon.

ARTICLE 15.

- 15.1** This Lease shall be subject to and in conformance with all applicable City, State and Federal ordinances, statutes, and regulations.
- 15.2** The Lessee, for itself, its personal representatives, agents, successors in interest, and assigns, as part of the consideration, covenant and agree as a covenant running with the land that: (1) no person on the grounds of sex, race, creed, color, national origin or other protected class as may be defined in the future shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in Lessee's use of the Leased Premises. (2) that in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services, no person on the grounds of sex, race, creed, color, national origin, or other protected class as may be defined in the future shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 15.3** That in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter and repossess the Leased Premises in accordance with Article 13.
- 15.4** During the time of war, regional or national emergency, Lessor shall have the right to Lease the premises to the State of Texas or the United States Government for military or disaster relief use, and, if a Lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the Lease to the State of Texas or the United States Government, shall be suspended.

ARTICLE 16.
Miscellaneous

- 16.1** Whenever the singular number is used, the same shall include the plural, and the neuter gender shall include the feminine and masculine genders.

- 16.2** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, the remainder of this Lease shall not be affected, and the parties declare that this Lease would have been entered into without such unenforceable portion.
- 16.3** This Lease may not be altered or amended, except by instrument in writing signed by both parties. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided.
- 16.4** The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions.
- 16.5** One or more waivers of any covenant, term, or condition of this Lease by either party shall not be deemed as a waiver by that party as to any subsequent similar act or omission.
- 16.6** Whenever a period of time is prescribed for action to be taken by Lessor, Lessor shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Lessor.
- 16.7** Lessor represents and warrants that Lessor has full right and lawful authority to enter into and perform the Lessor's obligations under this Lease for the full term as stated above, and all extensions here provided, and has title to the Leased Premises as shown by the real estate records of Comal County, Texas. Lessor further covenants that upon payment of the rent, the Lessee shall have and enjoy, during the term hereof, quiet and undisturbed possession of the Leased Premises and all appertaining appurtenances, except during periods of national emergency.
- 16.8** Nothing contained in this Lease shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of Lessor and Lessee.
- 16.9** Lessee warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease and Lessee agrees to indemnify and hold Lessor harmless from and against any and all costs, expenses or liability for commissions or other compensations and charges claimed by any other broker or agent with respect to this Lease.
- 16.10** The Parties agree that the Laws of the State of Texas shall govern this Lease and that exclusive venue for any legal action under this Lease shall lie in Comal County, Texas and

that the City of Garden Ridge, Texas retains all immunities from suit and liability as available by law.

- 16.11** That the Lessor, City of Garden Ridge acts with regards to this Lease through the City Council and all approvals required to execute any and all provisions of this shall be by a majority vote of the City Council.
- 16.12** That the Lessee acknowledges that upon the violation of any Federal, State, County or Municipal law or ordinance by the Lessee the Lessor may void this Lease in its entirety.
- 16.13** The Leased Premises may not be licensed for the sale of alcoholic beverages. However, this provision shall not be deemed to prohibit the consumption of alcoholic beverages on the Leased Premises.

ARTICLE 17. Notices

- 17.1** Wherever any notice is required or permitted, the notice shall be in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set out below, or at other addresses as they have specified by written notice delivered in accordance.

Lessor:

City of Garden Ridge
Attention: City Administration
9400 Municipal Parkway
Garden Ridge, Texas 78266

Lessee:

Revelation Community Church
(DBA Revelation Church San Antonio)
Reverend Robert Dennard
9357 Schoenthal Road
Garden Ridge, Texas 78266

ARTICLE 18. Ownership of Improvements

- 18.1** All permanent improvements to the Leased Premises made during the term of this Lease or any extension thereof shall revert to the Lessor upon any termination of this Lease.

ARTICLE 19. Rights of Leasehold Mortgagee

- 19.1** In the event Lessee, during the term of this Lease, should mortgage or otherwise encumber its Leasehold estate hereunder, Lessee must give Lessor notice of the same and the name and address upon written request of the mortgagee; and thereafter, while said mortgage or other encumbrance is in force, Lessor will give mortgagee or trustee as to which Lessee has given

Lessor notice a duplicate copy of any and all notices of default or other notices which Lessor may give or serve upon Lessee pursuant to the terms of this Lease. Any such notice will not be effective until said duplicate copy is sent to such mortgagee or trustee. Any such mortgagee or trustee may at its option at any time before the rights of the Lessee have been forfeited to the Lessor as provided for in this Lease, pay any of the rents or other sums of money herein stipulated to be paid by the Lessee or do any act or thing required of the Lessee by the terms of this Lease; and all payments so made and all things so done or performed by any such mortgagee or trustee will be as effective to prevent a forfeiture of the rights of the Lessee hereunder as the same would have been if done and preformed by the Lessee instead of by any such mortgagee or trustee. No such mortgagee or trustee of the rights and interest of the Lessee hereunder will be or become liable to Lessor as an assignee of this Lease until such time as said mortgagee or trustee has by foreclosure or other appropriate proceedings in the nature thereof, or as the result of any other action or remedy provided for by such mortgage or deed of trust or by proper conveyance from Lessee, either acquired the rights and interest of Lessee under the terms of this Lease or actually taken possession of the Leased Premises; and such liability of said mortgagee shall terminate upon such mortgagee=s assigning such rights and interest to another party or relinquishing such possession, as the case may be, provided that such termination of liability as to said mortgagee or trustee will not extinguish any default hereunder or any such liability as to any other person or persons. Nothing in this section shall be interpreted to conflict or supersede Article 3.1 of this Lease.

LESSOR

City of Garden Ridge

By: Nancy Cain, City Administrator

Attest:

Marisa Spencer, City Secretary

LESSEE

Revelation Community Church
(DBA Revelation Church San Antonio)

By: Reverend Robert Dennard

THE STATE OF TEXAS '
COUNTY OF COMAL '

This instrument was acknowledged before me on this the _____ day of __, 2022 by the said Nancy Cain, known personally to me to be the City Administrator of the City of Garden Ridge, on behalf of the City of Garden Ridge.

NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS '
COUNTY OF COMAL '

This instrument was acknowledged before me on this the _____ day of __, 2022 by the said Robert Dennard, known personally to me to be the Reverend, on behalf of Revelation Community Church (DBA Revelation Church San Antonio).

NOTARY PUBLIC, State of Texas

City Secretary

From: City Administrator
Sent: Tuesday, November 15, 2022 12:02 PM
To: Public Works; AnimalServices
Cc: City Secretary
Subject: Thank you for Eric Lowman

Eric,

I received a call from Christie Haberer today wanting to extend her appreciation for you. She had wonderful things to say about you. Mrs. Haberer stated she considers you a friend, enjoys working with you, and that she adores you. She told me about how you have helped her over the years with animals to water issues. She wanted the City to know that she appreciates you and feels you are a priceless asset to the City of Garden Ridge.

The care you show to Garden Ridge residents helps make Garden Ridge the special place they call home. Thank you Eric!

Thanks,
Nancy Cain



NANCY CAIN CITY ADMINISTRATOR

Office: 210-651-6632
Fax: 210-651-9638
administrator@ci.garden-ridge.tx.us
9400 Municipal Parkway
Garden Ridge, TX 78266
www.ci.garden-ridge.tx.us

Garden Ridge Community and Event Center
Monthly Report
November 1st thru November 30th, 2022

Utilization (by Days)

FY 22-23 (Current Month)	FY 21-22 (Current Month)	FY 22-23 (Year to Date)	FY 21-22 (Year to Date)
27	25	52	271

Wildflower (Booked Current Month)	Bluebonnet (Booked Current Month)
15	12

Category Count (by Events)	(Current Month)	(Year to Date)
1. Resident / Non-Resident	3	7
2. City Chartered Non-Profit Organizations	2	6
3. Non-Profit Service Organizations	7	15
4. Non-Profit Associations	6	13
5. City Use	9	11



City of Garden Ridge

"A way of life, not just a place to live"

City Secretary Monthly Activity Report Reporting Period: November 2022

Administrative Operations and Upcoming Events

City Hall Office Hours

- Monday/Wednesday/Thursday: 8am-5pm, Tuesday: 8am-6pm, and Friday: 8am-4pm.
- Upcoming Holidays (City Hall Closed): Friday Dec. 23rd, Monday Dec. 26th, and Monday Jan. 2nd.
- City Hall Early Closures: Thursday, Dec. 22nd-closing at 4pm / Friday, Dec. 16th-closing at 11:30am.
- After hours emergency phone number: 210-651-6831.

Garden Ridge Blood Drive

- The City and the Garden Ridge Lions are co-sponsoring a blood drive on Saturday, December 10th, from 8:30am to 1:30pm at the Community and Event Center. You must make an appointment to donate. See the Grapevine or the City website for additional information.

City Website Redesign Update

- The City website has been undergoing a redesign to improve functionality and to reflect our new brand. When you visit the City's website and see our new facelift, don't worry! You are in the right place, as our web address has not changed: www.ci.garden-ridge.tx.us.

Annual Renewals

- Make sure to renew alarm permits and pet registrations for 2023! Garden Ridge residents are required to have an alarm permit if your system is monitored by a 3rd party. There is an initial permit fee of \$25, but all renewals are free. Renewals are required every January to allow the Police Department to maintain current contact information. Visit the City's website to submit these forms online.

Garbage Service

- For the upcoming holiday season there will be no change in garbage service due to Christmas being on a Sunday this year! Call City Hall if you have any questions.

Communication Efforts

Garden Ridge Emergency Alert System: G.R.E.A.S. enhances the City's ability to communicate with residents during an emergency by sending direct notifications to your phone. This system is used to send alerts for inclement weather, road closures, garbage delays, and so much more! Go to the City's website and click on the "Emergency Alerts" graphic button on the homepage to SIGN UP/MODIFY your communication preferences. When signing up you will receive an email to validate your account, so make sure to complete the validation to receive alerts.

Streaming of Meetings: City Council - 154 views / Commissions - 206 views.

Public Information Act (PIA) Summary

Year	Number of Requests
2022	158
2021	146
2020	207
2019	276
2018	225



POLICE DEPARTMENT MONTHLY BREAKDOWN

November 1 to November 30

Calls for Service

Dispatched: 136 City Ordinance: 14 (Water 7) Total: 150 False Alarms: 6

Arrests

- * 1 – Outstanding Felony Warrant for Interference of Child Custody
- * 1 - Attempt suicide by Cop / Emergency Detention

Traffic Enforcement

Crashes: 2 Citations: 46 Warnings: 45 Total: 91

Training / Certifications

- * Sgt Osborn attended Criminal Intelligence Investigations class
- * All officers conducted firearms/ Low Light and Shield deployment live fire training

Outreach Efforts

- * GRCPAAA Volunteer hours: 10
- * Coffee with the Cops (Monthly)

Administrative Comments

- * Conducted applicant testing and scenario testing
- * Completed process for several applicants and made 2 conditional offers of employment
- * More applicants are being processed for December scenario testing
- * Advised DEA is finishing background on perspective TFO from GRPD



City of Garden Ridge

"A way of life, not just a place to live"

MONTHLY PUBLIC WORKS REPORT

November, 2022

Activities for the month

Public Works Tasks Completed: 505

Steven Steinmetz
Public Works
Director

Eric Lowman
Public Facilities
Foreman

Stanley Georg
Manuel Troncoso
Ryan Furgason
Andrew Klein

Ongoing Responsibilities

- Parks maintenance
- Facilities maintenance
- Streets
- All public facilities grass and right-of-way's
- Storm water Drainage
- Animal Control
- Oak Wilt monitoring

Upcoming Events

January Dumpster
Schedule

Jan. 7th. & 8th.

Jan. 14th. & 15th.

Jan. 21st. & 22nd.

Jan. 28th. & 29th.

Storm Water Drainage Facility and Easement Maintenance

- Inspected 10 outfalls.
- Inspected 18 detention ponds.
- Drainages mowed: 1.
- Stormwater public outreach: 2 message displayed on FM 2252 sign.
- Trash removed from Right of ways by volunteers: 30 lbs.
- Trash removed by city employees: 6 lbs.
- Rain fall total : 2.14 in.

Street Maintenance

- Sign pole replaced. 1
- Asphalt repairs: Doerr Ln large patch and Via Posada street cut.
- Pot Holes filled: 6 on Bindsiel, 1 on Waterwood, 1 on Schoenthal,

Parks Maintenance

- Installed new door closers on restroom doors.
- Cut down two trees at Davis Park, and one tree at Regency Park.
- Trimmed low and dead limbs at all parks.
- Prepared for First Friday.
- Drilled holes for the bike racks for Eagle Scout Project.

City Facility/Property Maintenance

- Preparing for Early Voting, Voting, Garden Ridge Fall Festival, and Christmas Tree Lighting
- Updated new flush control stops in Community Center Urinals.
- Mowed complex 1 time.
- Repaired holes and painted in Municipal Offices.

Continuing Education Training

- Completed 8hr Leadership Training, Eric and Duane in Katy Texas
- Completed 16hr Leadership Training, Steven in Bryan Texas
- Completed and Passed Animal Control Basic, Andrew and Robert.

Oak Wilt

- Coordinating meeting with residents and Forestry Service.

Future Projects or Needs

- Sound system upgrades for the community center and Paul Davis Park.
- City Hall needs a new chiller plant.
- More storage space required.
- Covered equipment storage.

Animal Services Monthly Activities

- 18 deer carcasses were disposed of, which makes for the year 127.
- 3 live traps loaned out this month, 28 traps loaned out year-to-date .
- 302 registered/reregistered animals for the year.
- 0 Nuisance complaints received.
- 0 Animal reported bites.

Adoptions

- 0 Dog; 1 year-to-date.
- 0 Cats; 1 year-to-date.

Returned to Owners

- 3 Dogs; 19 year-to-date.
- 0 Cats; 2 year-to-date.

Transferred to other agencies

- 5 Dogs for month; 12 year-to-date.
- 5 Cats for month; 19 year-to-date.

Currently in City Care

- 2 Dogs; 2 Puppies: 0 Cats:

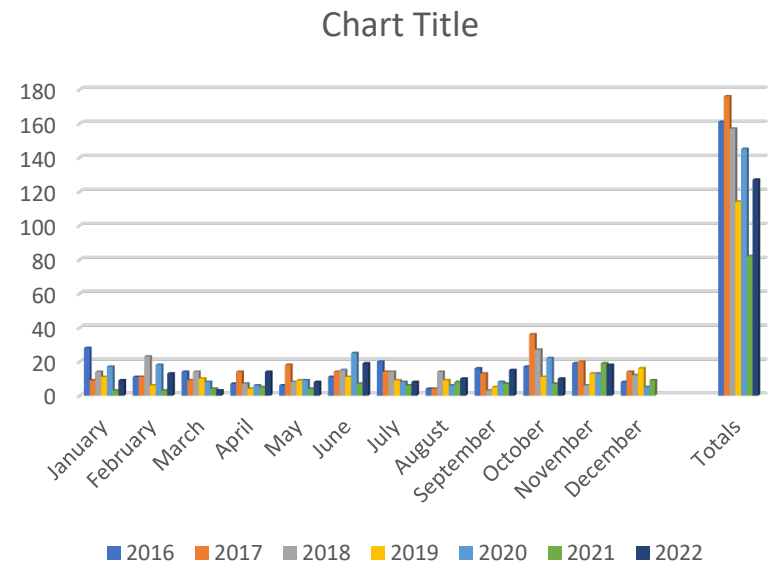


Year to Date Wildlife Report

	Jan	Feb.	Mar	Apr.	May	Jun	Jul	Aug.	Sep.	Oct	Nov	Dec.	Total
Deer	9	13	3	14	8	19	8	10	15	10	18		127
Raccoons	3	3	3	4	5	13	12	5	10	13	7		78
Opossums	2	1	1	7	3	4	3	6	2	6	6		41
Skunks	11	5	2	2	4	6	14	16	14	7	1		82
Wild hogs							3	5		7			15
Turtles													0
Squirrels	1		3	2	1	2		1	2		5		17
Foxes				1	1	3	3		2	1			11
Armadillos					1	2	1	4	4	1			13
Hawks				1		1							2
Bats						1	2		1				4
Coyotes											1		1
Buzzards			1				1	1		1			4
Ringtails													0
Snakes			1					3	1				5
Bobcat													0
Porcupine													0
Duck	1												1
Totals	27	22	14	31	23	51	47	51	51	46	38		401

Deer Carcass Removal Totals for 2016-2022

	2016	2017	2018	2019	2020	2021	2022
January	28	9	14	11	17	3	9
February	11	11	23	6	18	3	13
March	14	9	14	10	8	4	3
April	7	14	7	4	6	5	14
May	6	18	8	9	9	4	8
June	11	14	15	11	25	7	19
July	20	14	14	9	8	6	8
August	4	4	14	9	6	8	10
September	16	13	3	5	8	7	15
October	17	36	27	11	22	7	10
November	19	20	6	13	13	19	18
December	8	14	12	16	5	9	
Totals	161	176	157	114	145	82	127

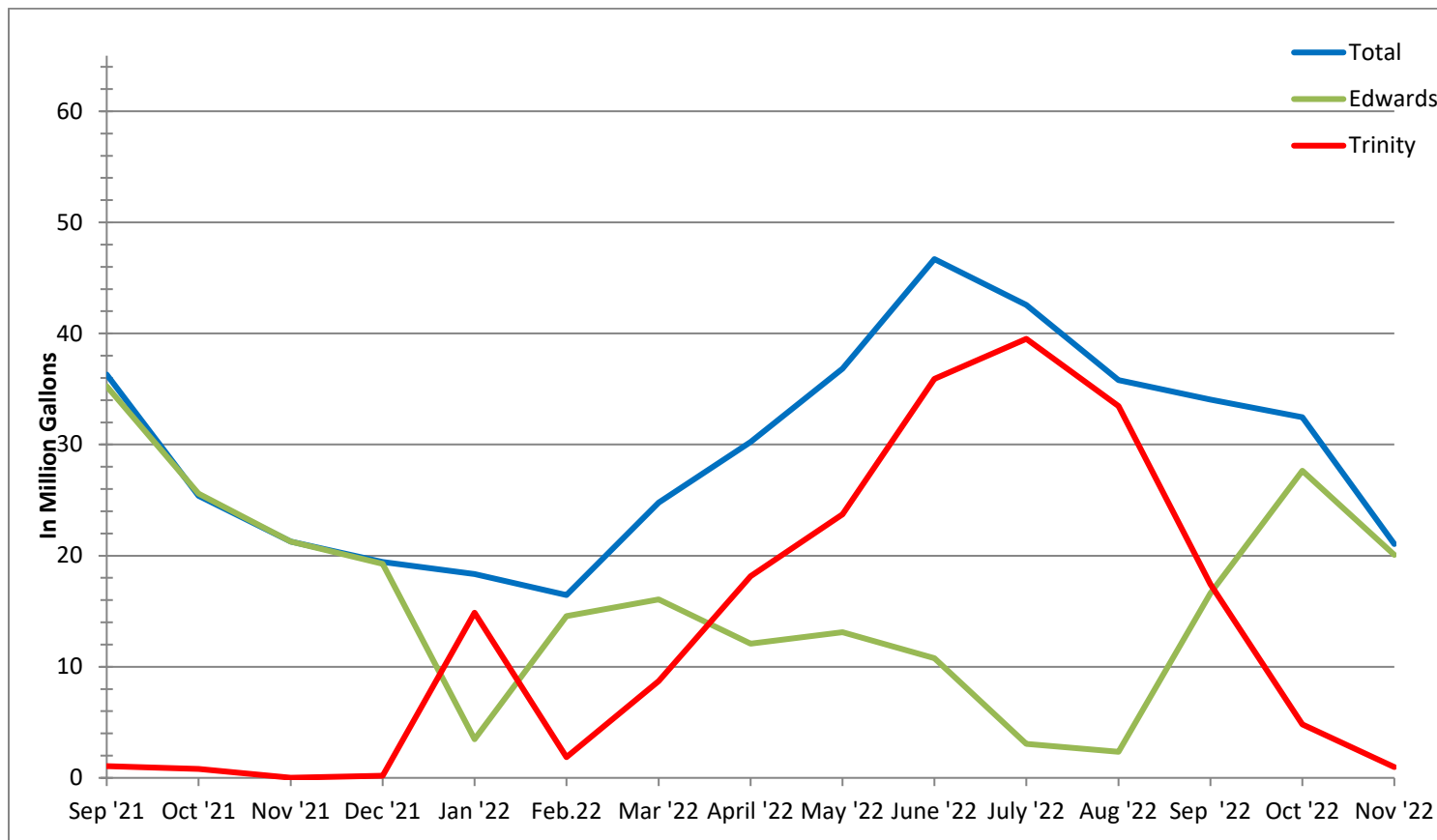




Utilities Department Report

As of November 30, 2022

City of Garden Ridge Aquifer Usage

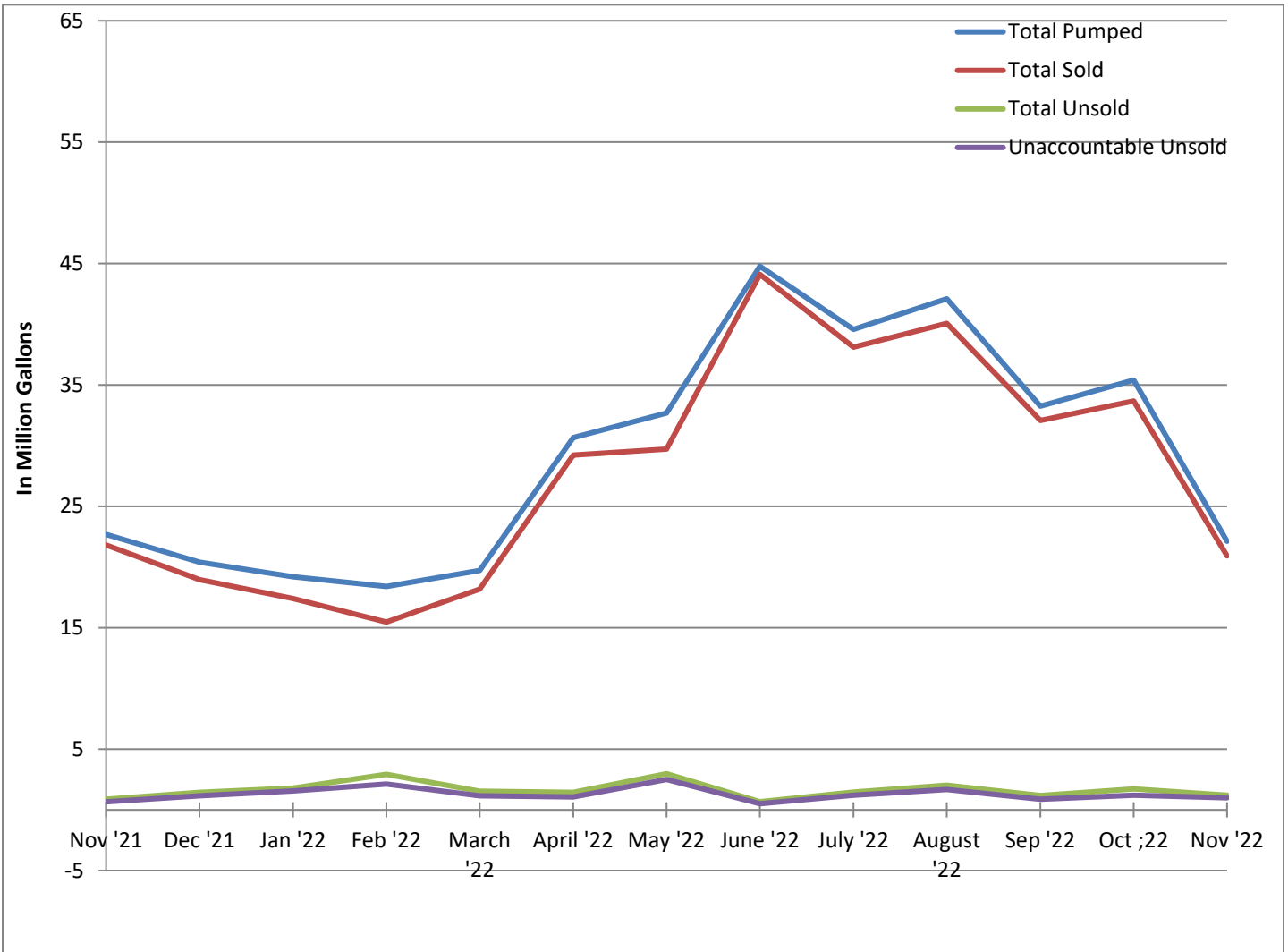


	Month:	Year:	Available:	Stage:
Edwards Well Usage AC/FT:	61.55	428.84	69.14	3
Trinity Well Usage AC/FT:	3.01	612.07	N/A	0

Water Quality

Backteriological Samples	Due :	Missed:	Passed:	Failed:
Distribution Samples :	6	0	6	0
Speacial Samples :	0	0	0	0
Chlorine Residual Test:	30	0	30	0

2021 – 2022 Pumping Report



	Total Pumped (Thousands)	Total Sold (Thousands)	Total Unsold (Thousands)	Unaccountable Unsold (Thousands)	Unaccountable Unsold %
Nov '21	22,702	21,817	8,858	668	2.9%
Dec '21	20,393	18,955	1,438	1,149	5.6%
Jan '22	19,203	17,414	1,789	1,553	8.1%
Feb '22	18,402	15,471	2,931	2,131	11.6%
Mar '22	19,708,	18,182	1,526	1,160	5.9%
April '22	30,656	29,217	1,439	1,073	3.5%
May '22	32,689	29,713	2,976	2,505	7.7%
June '22	44,778	44,108	6,703	506	1.1%
July '22	39,584	38,121	1,463	1,196	3.0%
Aug '22	42,087	40,066	2,021	1,687	4.0%
Sep '22	33,266	32,087	1,179	879	2.6%
Oct '22	35,400,	33,684	1,716	1,204	3.4%
Nov '22	22,132	20,924	1,208	988	4.5%
Yearly Average	30,376	27,674	2,711	1,285	4.9%

Utilities Department Monthly Activities:

New Installed Meters	1	Work Orders	416
Meter Replacements	0	Locates	31
City Owned Leaks	0	Irrigations Permits Issued	0
Meters Read	1697	Total Rebates	0
Meter Tests	0		

AMI Information

	Oct.	Nov.			Oct.	Nov.		
Total AMI Notifications	1,534	1,414	↓	120	Abnormal Usage	159	138	↓ 21
Automatic Draft Customers	689	686	↓	3	Continuous Flow	86	111	↑ 25
AMI Customer Portal Profiles	730	739	↑	9	Leak Info Code	561	613	↑ 52
E-Billing Customers	389	390	↑	1	Usage Trend	169	113	↓ 56

Stage 2 restriction alerts
November alerts 438
Down 121 from October

*Active Leak Info Code Alerts – The firmware on the meter is measuring the flow rate through the meter and will only be triggered if water is flowing continuously above the configurable parameter of the meter's max-flow rate threshold for 24 hours. The city has set a standard max-flow rate of .1% and is notified of any triggered alert.

Leak Adjustments

New Requests	2	Waiting for Customer	5	Approved	1	Amount Approved	\$ 250	Denied	1	Sent to Water Commission	1
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Monthly Library Update

By Linda Crosland, Library Director

For leisure, for learning, for life!

Upcoming Activities for December

Children's Activities

Tuesdays, Lego Robotics , 3:15 PM

Wednesdays, Lego Club, 3:15 PM

These two activities will take a break 12/13/22
—1/9/23

Friday, Preschool Storytime and Stay & Play,
10:30 with Stay & Play immediately following

Special

Letters to Santa, beginning 12/2 at the Tree
Lighting, continuing until Christmas in the
library.

Saturday, December 17, 10:00 AM, Santa Sto-
rytime and appearance of Santa Claus @ 10:30

Adults' Activities

3rd Tuesdays, No Card-making in December

4th Tuesdays, No Crafternoon n December

Thursdays, Adult Coloring, 1:00 PM

**"Always read something that will make
you look good if you die in the middle
of it." - P.J. O'Rourke**

Department Statistics for November

Visits to the Library	1,150
Items Checked Out	1,771
\$ Saved by checking out hardcopy books during October	\$7,537.79
\$ Saved by using Libby	\$10,059.60
New Patrons Added	8
New Items Added to Physical books	
-Libby Books + Libby Advantage	792
-SimplyE	—
Volunteer Hours	173

Activity Statistics

Children's Preschool Storytime	72
Children's Lego Robotics & Regular Legos	91
Adult Classes—Coloring, Sodalis Book club, crafts, Lunch-n-Learn	66
Veterans Day	186

Activity Totals 415

Veterans Day *2022*



Our Honored Veterans



*DHS students who sang 1940's songs
beautifully and put us in a World War II
frame of mind*



Sophie Blunt



GRES 5th Grade Choir led by Mrs. Jeske





Speaker Lisa Taylor with Malcolm Croglan



JBSA Honor Guard



*Military Paraphernalia from the collection of
Larry and Candy Monsour*



Display from the WASP Museum



Our sponsor, Jeff Davis of Veteran Air



The most incredible group of volunteers
Without whom we could not have been
successful!



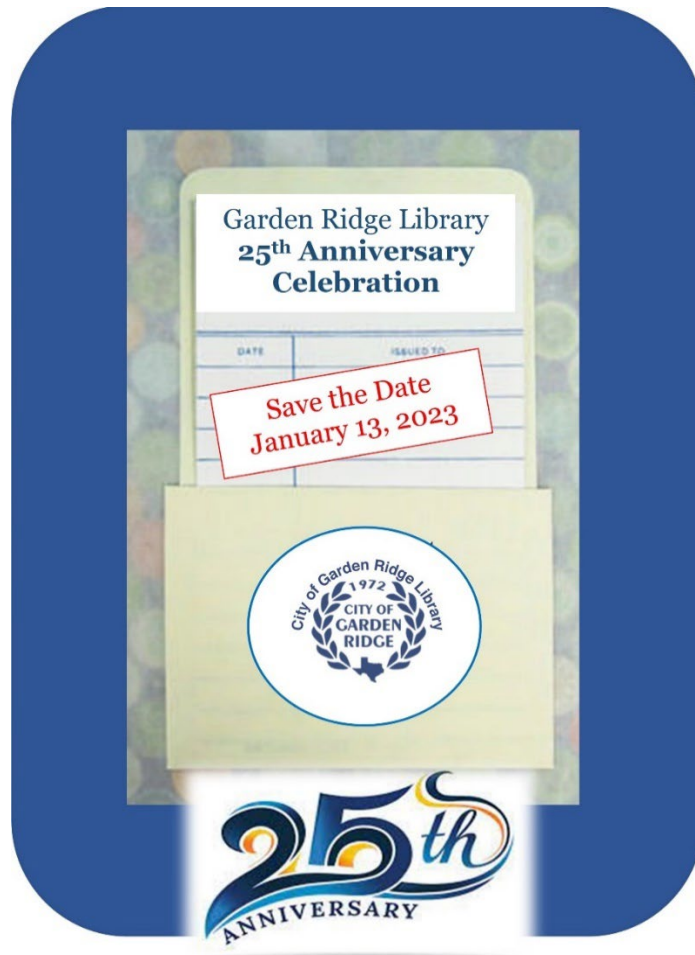
Patricia Ann Woodward, most excellent Library Assistant



Serving in America's Armed Forces is one of the most courageous and selfless decisions citizens of

this country can make. It is a decision we should
never cease to honor and celebrate.

UPCOMING EVENTS





Starting on January 12, meeting each Thursday after school



Game Night for Young Adults, age 18 and up
Starting in February



memorandum

To: Garden Ridge City Council
From: Trihydro Corporation
cc: Ms. Nancy Cain, City Administrator, City of Garden Ridge
Date: November 28, 2022
Re: Engineering Report for December 2022 Council Meeting

1. FM 2252 TxDOT Project

- Design plans submitted to utility coordinator for review
 - o Trihydro submitted final plans to TxDOT
 - o TxDOT Permit
 - o Bidding Services

2. Land Development Projects

- Guadalupe Readymix: The City Engineer reviewed the master development plan and provided comments.
- The Ridge at Garden Ridge: The final plat has been approved by the P&Z.
- Potential Developments: The City Engineer has met with a couple of developers to discuss city requirements for potential development projects along FM 2252.

Custom Clinics, LLC
18965 FM 2252
Garden Ridge, TX 78266

October 31, 2022

Ms. Nancy Cain
City Administrator
City of Garden Ridge
9400 Municipal Parkway
Garden Ridge, Texas 78266

Re: Plat of The Ridge At Garden Ridge
13.526 acres – FM 2252 & FM 3009
Garden Ridge, Texas

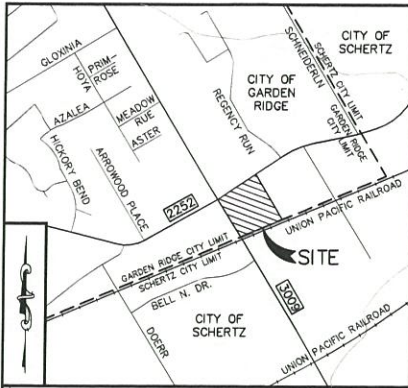
Dear Ms. Cain:

Custom Clinics, LLC owns 13.526 acres located at the southeast corner of the intersection of FM 2252 and FM 3009 in the City of Garden Ridge. The Union Pacific Railroad right-of-way adjoins the southeast boundary and Lot 1 of Clay Subdivision adjoins the northeast boundary. The property is zoned B-1 (Neighborhood Service), and is vacant and undeveloped. Readily available utility services include a 12-inch water main on the northwest side of FM 2252 and a 3-inch sanitary sewer force main at the south corner of the site.

Custom Clinics, LLC would like to plat the property all as one lot. There is no development planned for the site at this time. Sometime in the future, the property may be developed as one lot or be further subdivided into multiple lots depending on the desires of the owner/developer(s) at that time. Attached is the Final Plat.

Please do not hesitate to contact my engineer, Dye Enterprises, at (210) 599-4123 if you have any questions or need anything additional.


Tony Overman
Custom Clinics, LLC



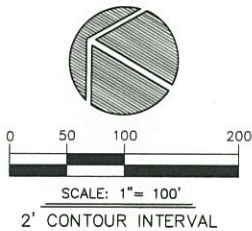
LOCATION MAP
SCALE: 1"=2000'

FLOODPLAIN NOTE:

NO PORTION OF THE FEMA 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THIS PLAT AS VERIFIED BY FEMA MAP PANEL: 48091C0485F, EFFECTIVE SEPTEMBER 2, 2009.

SURVEYOR'S NOTE:

THE BEARINGS SHOWN ARE BASED ON STATE PLANE TEXAS SOUTH CENTRAL ZONE NAD 83 (2011 ADJUSTMENT).



LEGEND

- FND. TXDOT HIGHWAY MONUMENT (UNLESS NOTED OTHERWISE)
- CALCULATED POINT (NO MONUMENT SET)
- M.P.R. MAP & PLAT RECORDS OF COMAL COUNTY, TEXAS
- 18334/1678 VOLUME/PAGE
- B.S.L. BUILDING SETBACK LINE
- C.M. CONTROLLING MONUMENT
- G.E.T.T.V.E. GAS, ELECTRIC, TELEPHONE, & CABLE T.V. EASEMENT
- - - - - EXISTING CONTOUR

CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	02°17'01"	5243.41'	104.51'	208.99'	N34°33'19"W	208.98'
C2	01°50'27"	5231.00'	84.04'	168.05'	N31°25'27"W	168.05'
C3	02°47'31"	5214.50'	127.07'	254.10'	N31°15'46"W	254.07'

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5315

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE ____ DAY OF _____, ____.

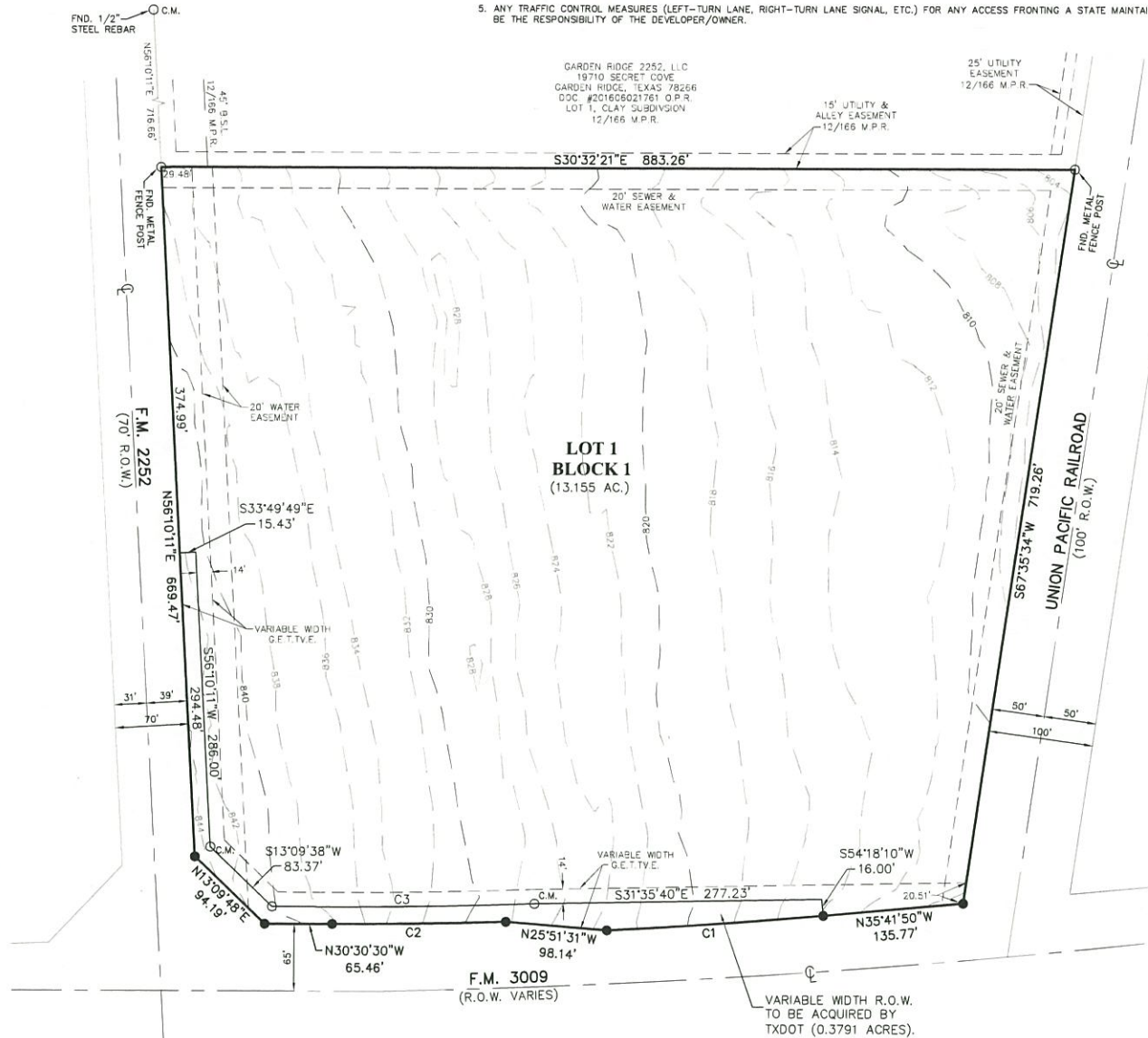
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

QPS NOTES:

1. THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "ANCHOR EASEMENT", "SERVICE EASEMENT", "OVERHANG EASEMENT", "UTILITY EASEMENT", AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES, OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES; TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THEREIN. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.
2. ANY QPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF QPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.

TXDOT NOTES:

1. FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
2. THE OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT-OF-WAY. OUTFALLS FOR WATER QUALITY AND/OR DETENTION PONDS TREATING IMPERVIOUS COVER RELATED TO THE DEVELOPMENT AND STRUCTURES FOR REDUCTION OF DISCHARGE VELOCITY WILL NOT ENROACH BY STRUCTURE OR GRADING INTO STATE ROW OR INTO AREAS OF ROW RESERVATION OR DEDICATION. FOR PROJECTS IN THE EDWARDS AQUIFER RECHARGE, TRANSITION OR CONTRIBUTING ZONES, PLACEMENT OF PERMANENT STRUCTURAL BEST MANAGEMENT PRACTICE DEVICES OR VEGETATIVE FILTER STRIPS WITHIN STATE ROW OR INTO AREAS OF ROW RESERVATION OR DEDICATION WILL NOT BE ALLOWED. NO NEW EASEMENTS OF ANY TYPE SHOULD BE LOCATED IN AREAS OF ROW RESERVATION OR DEDICATION.
3. ACCESS WILL BE ALLOWED FROM FM 3009 AND FROM FM 2252. ACCESS POINTS FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY TXDOT'S "ACCESS MANAGEMENT MANUAL." WHERE TOPOGRAPHY OR OTHER EXISTING CONDITIONS MAKE IT INAPPROPRIATE OR NOT FEASIBLE TO CONFORM TO THE CONNECTION SPACING INTERVALS, THE LOCATION OF REASONABLE ACCESS WILL BE DETERMINED WITH CONSIDERATION GIVEN TO TOPOGRAPHY, ESTABLISHED PROPERTY OWNERSHIPS, UNIQUE PHYSICAL LIMITATIONS, AND/OR PHYSICAL DESIGN CONSTRAINTS. THE SELECTED LOCATION SHOULD SERVE AS MANY PROPERTIES AND INTERESTS AS POSSIBLE TO REDUCE THE NEED FOR ADDITIONAL DIRECT ACCESS TO THE HIGHWAY. IN SELECTING LOCATIONS FOR FULL MOVEMENT INTERSECTIONS, PREFERENCE WILL BE GIVEN TO PUBLIC ROADWAYS THAT ARE ON LOCAL THOROUGHFARE PLANS.
4. IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT-OF-WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT OF WAY SHALL BE AS DIRECTED BY TXDOT.
5. ANY TRAFFIC CONTROL MEASURES (LEFT-TURN LANE, RIGHT-TURN LANE SIGNAL, ETC.) FOR ANY ACCESS FRONTING A STATE MAINTAINED ROADWAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER.



STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT.

LICENSED PROFESSIONAL ENGINEER NO. 84635

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE ____ DAY OF _____, ____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

FINAL PLAT ESTABLISHING

THE RIDGE AT
GARDEN RIDGE

BEING A TOTAL OF 13.534 ACRES, ESTABLISHING
LOT 1, GARDEN RIDGE, COMAL COUNTY, TEXAS.

BEING THAT SAME PROPERTY CONVEYED BY
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO
CUSTOM CLINICS, LLC RECORDED IN DOCUMENT
#201106003877, OFFICIAL PUBLIC RECORDS,
BEXAR COUNTY, TEXAS

PREPARED BY:

DYE ENTERPRISES
ENGINEERS • SURVEYORS • PLANNERS
TBPE, FIRM REGISTRATION #F-2257
TBPLS, FIRM REGISTRATION #10087900
4047 STAHL ROAD, SUITE #3
SAN ANTONIO, TEXAS 78217
TEL (210) 599-4123
FAX (210) 599-4191

DATE OF PREPARATION: 10/25/22

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF LAND SHOWN ON THIS PLAT, AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO GARDEN RIDGE, TEXAS, FOR USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, IN ALL OF THE AFORESAID PUBLIC PLACES AND ALL OTHER PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/SUBDIVIDER: CUSTOM CLINICS, LLC
18965 F.M. 2252
GARDEN RIDGE, TX 78266
(210) 317-1998

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, A.D., 20__.

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

THE CITY ENGINEER OF THE CITY OF GARDEN RIDGE, COMAL COUNTY, TEXAS, HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFORMS TO ALL THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

CITY ENGINEER

THIS PLAT OF THE RIDGE AT GARDEN RIDGE HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF GARDEN RIDGE, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL.

DATED THIS ____ DAY OF _____, A.D., 20__.

BY: _____
MAYOR

BY: _____
CITY SECRETARY

STATE OF TEXAS
COUNTY OF COMAL

I, _____, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, A.D. 20__ AT _____, M. IN THE RECORDS OF DEEDS AND PLATS OF SAID COUNTY, IN BOOK VOLUME _____, ON PAGE _____.

IN TESTIMONY THEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS ____ DAY OF _____, A.D. 20__.

COUNTY CLERK, COMAL COUNTY, TEXAS

BY: _____

City of Garden Ridge 2022 Water Rate Study

Prepared by City Water Commission

Presented to City Council on

Dec 7, 2022

Overview

- Objective and Background
- CY2022 Results
- Rate Structure Model Updates
- Proposed Water Rates
- Discussion

Water Rate Study Objectives 2022

- Full cost recovery
 - Operations & Maintenance
 - Debt service
 - Replenish Reserves – 12 months M&O, 1 year debt service
- Revenue stability
- Cost of service principles
- Encouraging water conservation
- Follows a logical process and pattern
- No change in objectives from 2021

Operating Results

Forecast Model vs. Most Current Values

*Fund balance adj to incl
req res contribution

** 1Q at prior year rates

Item	Model Forecast, \$	FY2022 Budget, \$	Rev and Exp Rpt 9/30, \$	EOY Utility Report, \$
Revenue from Base Rates	626,961	NA	NA	610,333**
Revenue from Volume Sales	1,305,442	NA	NA	1,562,927**
Total Revenue (adj for uncollected bills and fees)	1,940,471	1,817,500	2,175,860** +12%	2,173,260 est
M&O Expenses	1,105,580	1,105,580	1,133,360	NA
Debt Service Expenses	711,950	711,920	720,257	NA
Total Expenses	1,817,530	1,817,500	1,853,617 +2%	NA
Net Revenue	122,941	0	322,243	NA
-Req Reserve Contribution*	116,516	NA	NA	NA
Gain (Loss) to Fund Balance	6,425	0	322,243	NA
Fund Balance*	1,241,373	1,258,738	1,580,981 est	NA
Months of Reserve	5.8	6.0	9.1 est	

CAUTION: Financial data UNAUDITED

Update Model Data

Changes to Model from FY2021

- Average consumption up 2.97M gallons per month (11.9%)
- Number of accounts up 17
- Assumptions
 - Growth Rate: 0.5%/yr for $\frac{3}{4}$ " meters, 0%/yr for 1" meters, 10% for large meters (small numbers – project 2 new meters)
 - Projected Change in Avg Consumption: no change -1.0%/yr
 - Modeled Reduction in Avg Consumption after rate increase: no change at -2.0%/yr
- Water Fund Expenditures
 - Applied FY2023 Proposed Budget w/ 5% inflation
- Water Fund Reserve
 - Goal to replenish fund to 12 months O&M + Debt Service in 5 years (\$114,367 per year)

Detailed Information in backup slides

Proposed Water Rates

Options - Case Study Results Summary

Options #	Remarks	Base Rate Increase (Decrease)	Tier 1 Range	% Increase to Tier Rates	Adjustment to RI/RO Rates	Buildup Reserve to "x" months of M&O	Buildup Reserve in "y" years	Net Income
0	No changes	\$ -	0-10	0%	N/A	12	5	\$ 495,311
0 _b	FY21 consumption	\$ -	0-10	0%	N/A	12	5	\$ 213,974
0 _c	17% reduced consumption	\$ -	0-10	0%	N/A	12	5	\$ 190,714
1	RI no change	\$ -	0-10	0%	Tiers RO=RI	12	5	\$ 479,641
2	RI no change	\$ -	0-10	0%	Base RO=RI	12	5	\$ 479,332
3	across board	\$ (0.50)	0-10	0%	N/A	12	5	\$ 485,927
4	combination	\$ (0.50)	0-10	0%	Tiers RO=RI	12	5	\$ 470,254

Commission Recommendation
 – No change in rates for CY2023 (Case 0)

Proposed CY2023 Rate Structure

Commission Rationale

- Water Department was at or near minimum reserves last year – significantly restructured rates
 - Council set goal to achieve target reserve level within 5 years
 - 12 months O&M plus debt service
 - Due to dry, hot conditions revenues exceeded targets, but reserves still less than 12 months
 - Risk of significant capital expenditures ahead
 - FM2252 utility relocation, repair/replace aging storage, replace older distribution lines – Master Plan in progress
 - Market risks – interest rate and expense increases
 - Supply risks with rapid growth impacting area aquifers
- “Stay the course” and re-evaluate next year***

Discussion of Options

Options #	Remarks	Base Rate Increase (Decrease)	Tier 1 Range	% Increase to Tier Rates	Adjustment to RI/RO Rates	Buildup Reserve to "x" months of M&O	Buildup Reserve in "y" years	Net Income
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Backup Slides

Background

- Water & Wastewater Rates Analysis Model
 - Provided by University of North Carolina, Chapel Hill Environmental Finance Center
- November 2019
 - Council approved 14% water rate increase for CY2020, annual rate study
- January 2021 – Council approved new rates for CY2021
 - RI base rate increased 10%, 3% T1/T2 increase
 - For T3 and above, additional 2% marginal rate increase
 - Included AMI project, projected FY2021 fund balance \$1.201M; FY2021 Amended Budget Fund Balance \$1.235M
- December 2021 – Council approved new rates for CY2022
 - \$2.50 increase to $\frac{3}{4}$ " base rate, adjusted volume tiers starting at 1K – 10K gallons

Overview

- Background
- **Objective**
- Current Rates, Benchmarks, and Operating Results
- Update Model Data
 - Water Consumption
 - Water Fund Expenditures
 - Water Fund Balance
- Proposed Water Rates
 - Options - Base Rates and Volumetric Rate Structure
 - Results – Model Predictions Feasible Cases
 - Commission Recommendation
- Discussion

Water Rate Study Objectives

- Define rate or pricing goals and objectives-first step
- Typical objectives may include:
 - Revenue sufficiency
 - Revenue stability
 - Simplicity – ease of customer understanding
 - Ease of administration
 - Affordability
 - Resource efficiency – price signals, conservation
 - Legal
 - Consistency with cost-of-service principles
 - Equity/Fairness

Source: Developing Rates for Small Systems, M54. AWWA, 2017

Overview

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- **Current Rates, Benchmarks, and Operating Results**
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Current Rate Structure

Base Rates		
Meter Size	Inside City Limits	Outside City Limits
3/4"	\$ 30.00	\$ 46.25
1"	\$ 33.00	\$ 49.25
1-1/2"	\$ 52.50	\$ 68.75
2"	\$ 60.00	\$ 76.25

Volumetric Tier Rate Structure (\$ / 1000 Gallons)			
Start	End	Inside City Limits	Outside City Limits
1,000	10,000	\$ 2.82	\$ 4.55
10,001	20,000	\$ 4.75	\$ 6.89
20,001	30,000	\$ 6.71	\$ 9.27
30,001	40,000	\$ 8.72	\$ 12.07
40,001	50,000	\$ 10.76	\$ 14.82
50,001	60,000	\$ 12.85	\$ 17.54
60,001	70,000	\$ 14.97	\$ 19.37
70,001	80,000	\$ 17.14	\$ 21.92
80,001	90,000	\$ 19.35	\$ 24.61
90,001	& up	\$ 21.61	\$ 27.34

Rate Comparison CY2021 vs CY2022

Base Rates							
Meter Size	Inside City Limits				Outside City Limits		
	2021	2022	Delta		2021	2022	Delta
3/4"	\$ 27.50	\$ 30.00	\$ 2.50		\$ 43.75	\$ 46.25	\$ 2.50
1"	\$ 30.25	\$ 33.00	\$ 2.75		\$ 46.50	\$ 49.25	\$ 2.75
1-1/2"	\$ 48.13	\$ 52.50	\$ 4.37		\$ 64.38	\$ 68.75	\$ 4.37
2"	\$ 55.00	\$ 60.00	\$ 5.00		\$ 71.25	\$ 76.25	\$ 5.00

Water Usage, gals		\$ / 1000 Gallons						
Start	End	Inside City Limits				Outside City Limits		
		2021	2022	Delta		2021	2022	Delta
1,000	5,000	\$ -	\$ 2.82	\$ 2.82		\$ -	\$ 4.55	\$ 4.55
5,001	10,000	\$ 2.82	\$ 2.82	\$ -		\$ 4.55	\$ 4.55	\$ -
10,001	15,000	\$ 2.82	\$ 4.75	\$ 1.93		\$ 4.55	\$ 6.89	\$ 2.34
15,001	20,000	\$ 4.75	\$ 4.75	\$ -		\$ 6.89	\$ 6.89	\$ -
20,001	25,000	\$ 4.75	\$ 6.71	\$ 1.96		\$ 6.89	\$ 9.27	\$ 2.38
25,001	30,000	\$ 6.71	\$ 6.71	\$ -		\$ 9.27	\$ 9.27	\$ -
30,001	35,000	\$ 6.71	\$ 8.72	\$ 2.01		\$ 9.27	\$ 12.07	\$ 2.80
35,001	40,000	\$ 8.72	\$ 8.72	\$ -		\$ 12.07	\$ 12.07	\$ -
40,001	45,000	\$ 8.72	\$ 10.76	\$ 2.04		\$ 12.07	\$ 14.82	\$ 2.75
45,001	50,000	\$ 10.76	\$ 10.76	\$ -		\$ 14.82	\$ 14.82	\$ -
50,001	55,000	\$ 10.76	\$ 12.85	\$ 2.09		\$ 14.82	\$ 17.54	\$ 2.72
55,001	60,000	\$ 12.85	\$ 12.85	\$ -		\$ 17.54	\$ 17.54	\$ -
60,001	65,000	\$ 12.85	\$ 14.97	\$ 2.12		\$ 17.54	\$ 19.37	\$ 1.83
65,001	70,000	\$ 14.97	\$ 14.97	\$ -		\$ 19.37	\$ 19.37	\$ -
70,001	75,000	\$ 14.97	\$ 17.14	\$ 2.17		\$ 19.37	\$ 21.92	\$ 2.55
75,001	80,000	\$ 17.14	\$ 17.14	\$ -		\$ 21.92	\$ 21.92	\$ -
80,001	85,000	\$ 17.14	\$ 19.35	\$ 2.21		\$ 21.92	\$ 24.61	\$ 2.69
85,001	90,000	\$ 19.35	\$ 19.35	\$ -		\$ 24.61	\$ 24.61	\$ -
90,001	95,000	\$ 19.35	\$ 21.61	\$ 2.26		\$ 24.61	\$ 27.34	\$ 2.73
95,001	up	\$ 21.61	\$ 21.61	\$ -		\$ 27.34	\$ 27.34	\$ -

Benchmark Cities – Cost Comparison

Inside Cities – FY2022 (as of 10/24/22)

Average Consumption - 5,000 gallons	
Converse	\$ 28.80
SAWS**	\$ 37.31
Schertz	\$ 42.46
Garden Ridge	\$ 44.10
Shavano Park*	\$ 45.27

Average Consumption - 50k gallons	
Converse	\$ 178.10
Shavano Park*	\$ 206.87
Schertz	\$ 280.03
Garden Ridge	\$ 367.60
SAWS**	\$ 623.52

Average Consumption – 10,000 gallons	
Converse	\$ 42.10
Garden Ridge	\$ 58.20
Schertz	\$ 59.26
Shavano Park*	\$ 62.27
SAWS**	\$ 72.76

Average Consumption – 100k gallons	
Converse	\$ 358.60
Shavano Park*	\$ 487.17
Schertz	\$ 600.03
Garden Ridge	\$ 1226.80
SAWS**	\$ 1378.77

Water cost only * Incl Debt service fee ** Incl Water supply fee

Benchmark Cities – Rate Structures

Area City Water Rate Overview – Oct 2022

		Alamo Heights*	Cibola	Converse	Fair Oaks Ranch	Garden Ridge	New Braunfels	SAWS	Schertz	Selma	Shavano Park	Universal City
BASE RATES	One Base Rate		X						X			
	Base Rate covers 'X' gallons	0	1.2	0	6	0	0	0	0	2K	0	0
	Base Rate Vary by Meter Size	X			X	X	X	X	X		X	X
	Base Rate Varies by Inside or Outside City Limits			X		X		X	X			X
TIER RATES	Tier Rates for Inside or Outside City Limits			X		X		X	X			X
	Same Tier Rate Table for Inside & Outside City Limits	X	X				X			X	X	
	Commerical Rates Same as Residential			X		X						
	Tier Rates for Residential & Commerical				X							
	Tier Rates for off-peak & Peak seasons						X			X		
	Tier rate begins at	0	0	0	6	0	0	0	0	2	0	0
	Tier flat at X kgals	17	50	25	100	90	25	20	18	45	100	40
OTHER	Water Supply Fee**							X				
	Debt Service Fee				X						X	
	Capital Reserve Fee				X							
	Surface Water Fee				X							

* Alamo Heights - removed from analysis due rates were per 100 cubic feet

*SAWS Water Supply Fee - directly funds the acquisition of new water supplies to reduce San Antonio's dependence on the Edwards Aquifer and shall be assessed to all potable water service.

Benchmark Cities – Cost Comparison

Inside Cities – FY2022 (as of 10/24/22)

Gallons	Selma**	Converse*	Garden Ridge*	Schertz*	Universal City	NBU***	SAWS****	Cibolo	Shavano Pk*****	Fair Oaks Rh*****
1,000	\$ 12.28	\$ 17.76	\$ 32.82	\$ 28.18	\$ 28.42	\$ 29.04	\$ 23.71	\$ 26.26	\$ 32.99	\$ 55.36
2,000	\$ 12.28	\$ 20.52	\$ 35.64	\$ 31.75	\$ 30.67	\$ 30.91	\$ 26.04	\$ 32.01	\$ 36.06	\$ 55.36
3,000	\$ 14.21	\$ 23.28	\$ 38.46	\$ 35.32	\$ 32.92	\$ 32.78	\$ 30.10	\$ 37.76	\$ 39.13	\$ 55.36
4,000	\$ 16.14	\$ 26.04	\$ 41.28	\$ 38.89	\$ 35.17	\$ 34.65	\$ 34.17	\$ 43.51	\$ 42.20	\$ 55.36
5,000	\$ 18.07	\$ 28.80	\$ 44.10	\$ 42.46	\$ 37.42	\$ 36.52	\$ 37.31	\$ 49.26	\$ 45.27	\$ 55.36
10,000	\$ 33.90	\$ 42.10	\$ 58.20	\$ 59.26	\$ 54.18	\$ 57.83	\$ 72.76	\$ 78.01	\$ 62.27	\$ 74.40
15,000	\$ 49.10	\$ 57.15	\$ 81.95	\$ 77.15	\$ 76.33	\$ 84.66	\$ 118.08	\$ 106.76	\$ 79.27	\$ 98.20
20,000	\$ 64.30	\$ 72.20	\$ 105.70	\$ 99.73	\$ 102.89	\$ 121.61	\$ 170.37	\$ 151.26	\$ 96.27	\$ 122.00
25,000	\$ 84.95	\$ 87.85	\$ 139.25	\$ 125.23	\$ 147.09	\$ 162.19	\$ 245.90	\$ 195.76	\$ 113.27	\$ 145.80
30,000	\$ 105.60	\$ 105.90	\$ 172.80	\$ 152.03	\$ 191.29	\$ 217.29	\$ 321.42	\$ 240.26	\$ 130.27	\$ 181.50
35,000	\$ 126.25	\$ 123.95	\$ 216.40	\$ 184.03	\$ 235.49	\$ 272.39	\$ 396.95	\$ 292.51	\$ 149.42	\$ 217.20
40,000	\$ 167.90	\$ 142.00	\$ 260.00	\$ 216.03	\$ 279.69	\$ 327.49	\$ 472.47	\$ 344.76	\$ 168.57	\$ 252.90
45,000	\$ 209.55	\$ 160.05	\$ 313.80	\$ 248.03	\$ 367.79	\$ 382.59	\$ 548.00	\$ 397.01	\$ 187.72	\$ 288.60
50,000	\$ 263.15	\$ 178.10	\$ 367.60	\$ 280.03	\$ 455.89	\$ 437.69	\$ 623.52	\$ 449.26	\$ 206.87	\$ 324.30
55,000	\$ 316.75	\$ 196.15	\$ 431.85	\$ 312.03	\$ 543.99	\$ 492.79	\$ 699.05	\$ 514.66	\$ 229.77	\$ 374.32
60,000	\$ 370.35	\$ 214.20	\$ 496.10	\$ 344.03	\$ 632.09	\$ 547.89	\$ 774.57	\$ 580.06	\$ 252.67	\$ 427.92
65,000	\$ 423.95	\$ 232.25	\$ 570.95	\$ 376.03	\$ 720.19	\$ 602.99	\$ 850.10	\$ 645.46	\$ 275.57	\$ 481.52
70,000	\$ 477.55	\$ 250.30	\$ 645.80	\$ 408.03	\$ 808.29	\$ 658.09	\$ 925.62	\$ 710.86	\$ 298.47	\$ 535.12
75,000	\$ 531.15	\$ 268.35	\$ 731.50	\$ 440.03	\$ 896.39	\$ 713.19	\$ 1,001.15	\$ 776.26	\$ 329.92	\$ 588.72
80,000	\$ 584.75	\$ 286.40	\$ 817.20	\$ 472.03	\$ 984.49	\$ 768.29	\$ 1,076.67	\$ 841.66	\$ 361.37	\$ 669.07
85,000	\$ 638.35	\$ 304.45	\$ 913.95	\$ 504.03	\$ 1,072.59	\$ 823.39	\$ 1,152.20	\$ 907.06	\$ 392.82	\$ 749.42
90,000	\$ 691.95	\$ 322.50	\$ 1,010.70	\$ 536.03	\$ 1,160.69	\$ 878.49	\$ 1,227.72	\$ 972.46	\$ 424.27	\$ 829.77
95,000	\$ 745.55	\$ 340.55	\$ 1,118.75	\$ 568.03	\$ 1,248.79	\$ 933.59	\$ 1,303.25	\$ 1,037.86	\$ 455.72	\$ 910.12
100,000	\$ 799.15	\$ 358.60	\$ 1,226.80	\$ 600.03	\$ 1,336.89	\$ 988.69	\$ 1,378.77	\$ 1,103.26	\$ 487.17	\$ 990.47

*Inside City Limits

**Peak Rates

***Peak Rates / 1" Meters

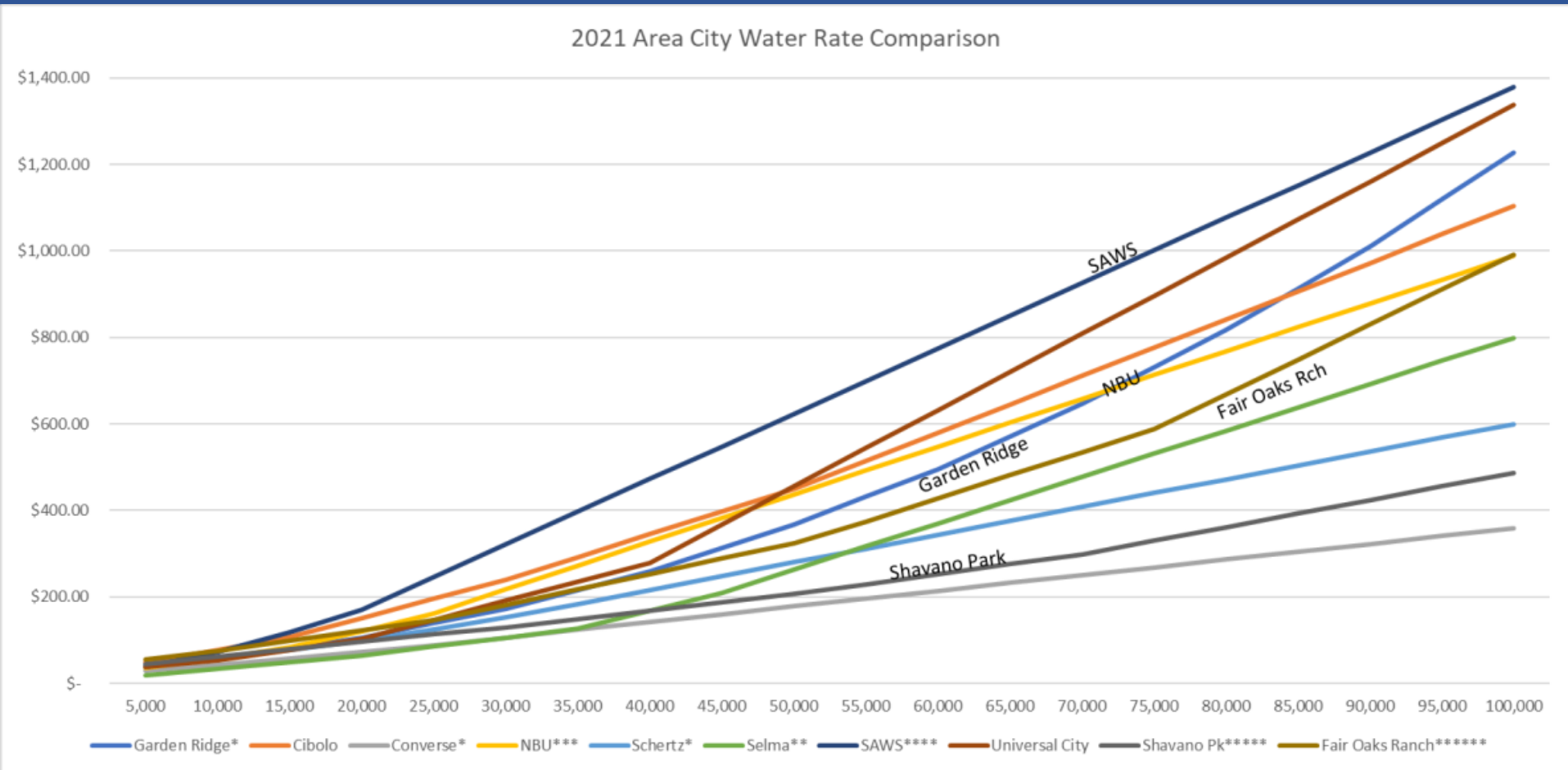
****Included Water Supply Fee

*****Included Debt Service Fee

*****Multiple Special Fees Included

Benchmark Cities – Cost Comparison

Inside Cities – FY2022 (as of 10/24/22)



Water Consumption by Billing Tier

Inside City Limits – 1601 accounts

* Adjusted for new tier structure

Tier	Gallons/Month				
	FY2018	FY2019	FY2020	*FY2021	*FY2022
0		4,998,750	5,493,750		
1	8,349,167	6,947,833	8,393,167	12,266,250	12,638,500
2	4,862,250	4,034,833	4,985,333	6,325,500	6,786,583
3	2,698,833	2,445,667	2,821,750	3,205,667	3,710,917
4	1,480,583	1,446,667	1,492,000	1,575,750	2,743,417
5	821,417	876,000	791,833	751,167	916,333
6	459,167	503,750	429,083	367,333	468,500
7	271,167	299,000	185,250	190,333	266,667
8	160,333	195,500	141,583	100,500	159,500
9	100,750	135,583	90,333	68,167	99,417
10	248,167	305,000	185,417	199,333	232,083
Totals	19,451,834	22,188,583	25,009,499	25,050,000	28,021,917

11.9% Increase

Mean Total - 23,944,367 gal/month
 σ – 2,906,853 gal/month (+/- 12%)

Outside City Limits – 84 accounts

Tier	Gallons/Month				
	FY2018	FY2019	FY2020	*FY2021	*FY2022
0		197,500	226,250		
1	271,500	199,000	245,334	517,917	517,667
2	82,917	68,333	70,000	125,833	133,083
3	26,750	30,333	23,583	38,667	46,250
4	10,583	11,667	6,583	10,083	11,667
5	1,583	5,167	2,417	2,167	4,583
6	833	1,750	1,083	833	1,667
7	0	834	834	250	833
8	0	833	833	0	833
9	0	833	833	0	250
10	0	0	250	0	250
Totals	394,166	516,250	578,000	695,750	717,083

3.1% Increase

Mean Total – 580,250 gal/month
 σ – 118,989 gal/month (+/- 21%)

Water Consumption Demand Characteristics, FY2021

Residential Inside City Limits					Residential Outside City Limits					
Tier	Start	End	Consumption	Users		Tier	Start	End	Consumption	Users
			% total gallons	% total bills					% total gallons	% total bills
0	0	5000	5.2%	26.5%		0	0	5000	19.6%	46.5%
1	5001	15000	22.0%	35.5%		1	5001	15000	43.3%	40.5%
2	15001	25000	24.2%	19.0%		2	15001	25000	20.8%	8.8%
3	25001	35000	18.3%	9.6%		3	25001	35000	10.8%	3.1%
4	35001	45000	12.5%	4.9%		4	35001	45000	3.7%	0.8%
5	45001	55000	7.3%	2.3%		5	45001	55000	1.1%	0.2%
6	55001	65000	4.0%	1.1%		6	55001	65000	0.8%	0.1%
7	65001	75000	2.2%	0.5%		7	65001	75000	0.0%	0.0%
8	75001	85000	1.2%	0.2%		8	75001	85000	0.0%	0.0%
9	85001	95000	0.7%	0.1%		9	85001	95000	0.0%	0.0%
10	95001	and up	2.5%	0.3%		10	95001	and up	0.0%	0.0%
Totals			100.0%	100.0%		Totals			100.0%	100.0%
			300,600 kgal	19,145					8,349 kgal	998
Average per account, gal/month			15,804						8,383	

Water Consumption

Demand Characteristics, FY2022

Residential Inside City Limits					Residential Outside City Limits					
Tier	Start	End	Consumption	Users		Tier	Start	End	Consumption	Users
			% total gallons	% total bills					% total gallons	% total bills
1	0	10000	14.0%	46.3%		1	0	10000	42.7%	74.9%
2	10001	20000	20.8%	23.9%		2	10001	20000	28.8%	16.9%
3	20001	30000	20.3%	14.0%		3	20001	30000	16.0%	5.4%
4	30001	40000	19.2%	8.0%		4	30001	40000	8.1%	2.1%
5	40001	50000	10.5%	4.0%		5	40001	50000	1.6%	0.3%
6	50001	60000	5.4%	1.7%		6	50001	60000	1.9%	0.3%
7	60001	70000	3.3%	0.9%		7	60001	70000	0.0%	0.0%
8	70001	80000	2.0%	0.5%		8	70001	80000	0.0%	0.0%
9	80001	90000	1.3%	0.3%		9	80001	90000	1.0%	0.1%
10	90001	and up	3.3%	0.5%		10	90001	and up	0.0%	0.0%
Totals			100.0%	100.0%		Totals			100.0%	100.0%
			336,263 kgal	19,472 bills					8,602 kgal	1,011 bills
Average per account, gal/month			17,266						8,534	

Operating Results FY21

Forecast Model vs. Most Current Values

*Fund balance adj to incl
req res contribution

** 1Q at prior year rates

Item	Model Forecast, \$	FY2021 Amd Budget, \$	Delta, \$	EOY Utility Report, \$
Revenue from Base Rates	568,605	-		565,369
Revenue from Volume Sales	1,254,871	-		1,042,467**
Total Revenue (adj for uncollected bills and fees)	1,821,653	1,779,400	(42,253) (2.3%)	1,633,236 est
M&O Expenses	1,048,623	1,052,492	3,869	-
Debt Service Expenses	663,355	663,355	-	-
Total Expenses	1,711,978	1,715,847	3,869	-
Net Revenue	109,675	63,553	(46,122)	-
-Req Reserve Contribution*	102,235	-	-	-
One-time Charge (AMI)	628,695	650,000	21,305	-
Gain (Loss) to Fund Balance	(519,020)	(586,447)	(67,427)	-
Fund Balance*	1,310,470	1,234,948	(75,522)	--
Months of Reserve***	7.1	6.5***	(0.6)	

***FY2022 Budget Debt Service \$711,920, resulting in 6.0 months reserve

Overview

- Background
- Objective
- Current Rates, Benchmarks, and Operating Results
- Update Model Data
 - Water Consumption
 - Water Fund Expenditures
 - Water Fund Balance
- Proposed Water Rates
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 - Results – Model Predictions Feasible Cases
 - Water Commission Recommendation
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Water Rate Analysis Model

- University of North Carolina, Chapel Hill Environmental Finance Center
- Multi-factor model creates “balance sheet” forecasts for planning

Step 1

Input the year before and input up to 12 rate structures (e.g. water, wastewater, residential, commercial, inside, outside, etc.) in the dark green cells. Input existing rates in the first column and the [new] rates in the next five years.

Rate Structure(s)	Fiscal Year:	2021	FY2022	FY2023	FY2024	FY2025	FY2026
Rate Structure 1:	316" Inside City Limits						
Monthly Base Charge		\$27.50	\$38.00	\$31.00	\$32.00	\$32.00	\$34.00
Consumption allowance included with the base charge (gallons/month)		0	0	0	0	0	0
Block Rates:							
Block rate 1 (1/8100 gal)		\$0.98	\$2.32	\$2.39	\$2.39	\$2.39	\$3.17
Block rate 2 (1/8100 gal)		\$2.82	\$4.75	\$4.85	\$5.84	\$5.10	\$5.34
Block rate 3 (1/8100 gal)		\$4.75	\$6.71	\$6.91	\$7.32	\$7.34	\$7.58
Block rate 4 (1/8100 gal)		\$6.71	\$8.72	\$8.85	\$9.29	\$9.52	\$9.81
Block rate 5 (1/8100 gal)		\$8.72	\$10.76	\$11.00	\$11.42	\$11.76	\$12.11
Block rate 6 (1/8100 gal)		\$10.76	\$12.89	\$13.23	\$13.53	\$14.86	\$16.46
Block rate 7 (1/8100 gal)		\$12.89	\$14.97	\$15.42	\$15.89	\$16.36	\$16.85
Block rate 8 (1/8100 gal)		\$14.97	\$17.34	\$17.65	\$18.10	\$18.72	\$19.29
Block rate 9 (1/8100 gal)		\$17.34	\$19.25	\$19.93	\$20.53	\$21.05	\$21.78
Final block rate (1/8100 gal)		\$19.25	\$21.41	\$22.26	\$22.80	\$23.41	\$24.73

[Back to top](#)

Step 2

Input customer water use that was charged volumetric rates in the dark green cells corresponding to all rate structure in analysis.

Monthly Consumption that was Charged Volumetric Rates All Volume Above Consumption Allowance in FY2021, by Blocks	316" Inside City Limits
Block 1 sales	12,246,566
Block 2 sales	6,328,586
Block 3 sales	3,295,687
Block 4 sales	1,575,700
Block 5 sales	731,867
Block 6 sales	367,333
Block 7 sales	198,333
Block 8 sales	188,580
Block 9 sales	68,937
Final block sales	188,333
Total	25,050,000

[Back to top](#)

Step 3

Input number of accounts, growth rate, trends in water use, and connection fees for all applicable rate structures.

Accounts and Uncollected Bills	Number of Accounts in FY2021	Growth Rate (1/yr)	Uncollected Bills in FY2021
316" Inside City Limits	1,500	0.0%	0.1%
316" Outside City Limits	53	0.0%	0.1%
1" Meter Size - Inside City Limits	1	0.0%	0.1%
1.5" Meter Size - Inside City Limits	9	0.0%	0.1%
2" Meter Size - Inside City Limits	16	0.0%	0.1%
Rate Structure 1		0.0%	0.0%
Rate Structure 2		0.0%	0.0%
Rate Structure 3		0.0%	0.0%
Rate Structure 4		0.0%	0.0%
Rate Structure 5		0.0%	0.0%
Rate Structure 6		0.0%	0.0%
Rate Structure 7		0.0%	0.0%
Rate Structure 8		0.0%	0.0%
Rate Structure 9		0.0%	0.0%
Rate Structure 10		0.0%	0.0%
Rate Structure 11		0.0%	0.0%
Rate Structure 12		0.0%	0.0%

Average Monthly Consumption	Approx. average per account (gallons/month) in FY2021	Projected Change in Average Consumption Based on Trends	Modelled Increase in Average Consumption after a 10% increase in
316" Inside City Limits	1,500	-0.0%	-0.0%
316" Outside City Limits	4,800	-0.0%	-0.0%
1" Meter Size - Inside City Limits	0	-0.0%	-0.0%
1.5" Meter Size - Inside City Limits	0	-0.0%	-0.0%
2" Meter Size - Inside City Limits	0	-0.0%	-0.0%
Rate Structure 1		0.0%	0.0%
Rate Structure 2		0.0%	0.0%
Rate Structure 3		0.0%	0.0%
Rate Structure 4		0.0%	0.0%
Rate Structure 5		0.0%	0.0%
Rate Structure 6		0.0%	0.0%
Rate Structure 7		0.0%	0.0%
Rate Structure 8		0.0%	0.0%
Rate Structure 9		0.0%	0.0%
Rate Structure 10		0.0%	0.0%
Rate Structure 11		0.0%	0.0%
Rate Structure 12		0.0%	0.0%

Total of One-Time Fees to Connect New Customer

Step 4

Enter debt service (principal + interest) and all other capital and non-capital expenses that are known for each individual year in the future and are excluded from the 'Additional Utility Expenses' box.

Debt Service and Other Known Annual Expenses for Next 20 Years	Year	Expected Expenses
FY2021	\$	663,268
FY2022	\$	711,950
FY2023	\$	716,209
FY2024	\$	710,244
FY2025	\$	708,336
FY2026	\$	712,461
FY2027	\$	710,256
FY2028	\$	711,167
FY2029	\$	707,800
FY2030	\$	712,437
FY2031	\$	427,308
FY2032	\$	429,914
FY2033	\$	238,801
FY2034	\$	239,533
FY2035	\$	237,871
FY2036	\$	46,821
FY2037	\$	-
FY2038	\$	-
FY2039	\$	-
FY2040	\$	-
FY2041	\$	-
FY2042	\$	-

Step 5

Enter all other expenses in FY2021 that are not listed in the 'Debt Service and Other Known Annual Expenses' box. All expenses in this box are assumed to grow linearly at a constant rate. You can change the 99s for the expenses and use up to 11 categories.

Additional Utility Expenses that Grow Every Year (\$ per year)	In FY2021
Personnel Services	\$ 464,000
Professional Services	\$ 134,300
Fees	\$ 63,768
City Support Services	\$ 3,671
Staff Support	\$ 14,106
Operational Support	\$ 99,903
Supplies	\$ 7,729
Utilities Services	\$ 192,174
Maintenance Services	\$ 72,000
Operating Equipment	\$ 2,338
TCEQ Testing & Water Acquisition Leases & Bad Debt	\$ 14,203
Total:	\$ 1,068,193

All expenses in this box are assumed to grow linearly every year at a constant rate
Inflation of Utility Expenses (%/year) 3.50%

Step 6

If you are using rates to generate more revenue to build up your reserves (after paying for all expenses in the 'Debt Service...' and 'Additional Utility Expenses' boxes), enter your reserve build-up requirements.

Building Up Reserves from Rates	Year	Revenue Needs to Adjust Reserves
FY2021	\$	-
FY2022	\$	116,516
FY2023	\$	116,516
FY2024	\$	116,516
FY2025	\$	116,516
FY2026	\$	116,516
FY2027	\$	-
FY2028	\$	-
FY2029	\$	-
FY2030	\$	-
FY2031	\$	-
FY2032	\$	-
FY2033	\$	-
FY2034	\$	-
FY2035	\$	-
FY2036	\$	-
FY2037	\$	-
FY2038	\$	-
FY2039	\$	-
FY2040	\$	-
FY2041	\$	-
FY2042	\$	-

Step 7

Input how much cash (fund balance) was available for the wastewater fund at the start of FY2021 and what the minimum fund balance should be every year.

Fund Balance	
Fund balance at the beginning of FY2021 (or end of FY2020)	\$ 1,234,948
OR - fund balance estimated at the end of FY2021	\$ 1,268,999
End of year fund balance should always exceed (minimum target):	\$ 1,268,999

[Read a blog post about determining the right target for reserves](#)

View Results

Financial forecast of the next few years under 'Existing' rates versus 'New' rates (graphs of cost recovery and end-of-year fund balance)

How new rates compare to existing rates (graphs of monthly bills)

Cash flow of next 20 years if do not change rates (using 'Existing' rates only)

Cash flow of next 20 years if change rates to the 'New' rates listed

Updated Water Consumption by Tier

**Monthly Average Outside
City Limits water
consumption < 3% of total**

Tier	Inside City Limits Gal/Mo FY 2022	Outside City Limits Gal/Mo FY 2022
0		
1	12,638,500	517,667
2	6,786,583	133,083
3	3,710,917	46,250
4	2,743,417	11,667
5	916,333	4,583
6	468,500	1,667
7	266,667	833
8	159,500	833
9	99,417	250
10	232,083	250
Totals	28,021,917	717,083

1601 accts

84 accts

Accounts and Uncollected Bills	Number of Accounts in FY 2022
3/4" Inside City Limits	1,580
3/4" Outside City Limits	84
1" Meter Size - Inside City Limits	1
1-1/2" Meter Size - Inside City Limits	9
2" Meter Size - Inside City Limits	11

Update Model Data

Water Consumption - Assumptions

- Growth Rate
 - New home construction expected to remain low
 - New commercial construction on FM2252 beginning
 - $\frac{3}{4}$ " meters - 0.5%/year inside, 0% outside (+8) (+15, +0 FY22)
 - 1" meters – 0% inside and outside (+0 FY22)
 - 1 $\frac{1}{2}$ " and 2" meters – 10.0%/year inside only (+2) (+1 FY22)
- Projected Change in Average Consumption
 - No Change at -1.0%/year (+ 9% est FY22)
- Modeled Reduction in Average Consumption after 10% rate increase
 - No Change at -2.0%/year
- Connection fees manually set to match budget projection

Update Model Data

Water Fund Budgeted Expenditures

WATER FUND	FY 2021 AUDIT	FY 2022 BUDGET	FY 2023 PROPOSED BUDGET
<u>EXPENDITURE SUMMARY</u>			
PERSONNEL SERVICES	\$ 413,075	\$ 480,240	\$ 522,099
PROFESSIONAL SERVICES	758,583	139,000	95,197
FEES	65,961	66,000	66,000
CITY SUPPORT SERVICES	743	3,800	3,300
STAFF SUPPORT	8,787	14,600	13,350
OPERATIONAL SUPPORT	92,391	103,400	116,041
SUPPLIES	10,738	8,000	15,000
UTILITY SERVICES	176,685	198,900	196,620
MAINTENANCE SERVICES	38,001	74,520	76,320
OPERATING EQUIPMENT	0	2,420	2,140
OTHER COST	12,673	13,200	10,000
DEBT SERVICE & LOAN PAYMENTS	663,927	711,920	713,005
FUND CHANGES/TRANSFERS	0	1,500	1,500
TOTAL EXPENDITURES	\$ 2,241,564	\$ 1,817,500	\$ 1,830,572²⁸

Assume 5.00% - Inflation

Update Model Data

- Step 4 – Updated with current debt service schedule for FY2022 – FY2036
 - Does not forecast future projects
- Step 1 - Rate Structure is primary variable in case studies
- “Case 0 - Base Case” using current rate structure
- Maintained current volume tiers
- Adjusted base and tier rates as needed

Water Fund Reserve

FY2023 Water Fund Budget Expenditures :

12 Months of Operations \$ 1,117,567

Debt Serv. Payment (100%) \$ 713,005

> \$ 1,830,572

Step 7 - Reserve level FY 2022 YE

\$ 1,258,738

\$ 1,580,981

Shortfall of Water Fund Reserve Goal

\$ 571,834

\$ 249,591

Step 6 - Adjust model based on replenishment rate

Ex: to replenish fund in 5 years

\$ 114,367/yr

to replenish fund in 4 years

\$ 62,398/yr

At modeled rate, projected replenishment in 2.2 years

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Proposed Water Rates

Developing Options – Cost of Service

FY2023 Water Fund Budget Expenditures:

Operating & Maintenance	\$ 1,117,567	>	\$ 1,830,572
Debt Serv. Payment (100%)	\$ 713,005		

Number of Accounts:

Residential Inside – ¾"	1580	>	1685
Residential Inside – 1"	1		
Residential Inside – 1 ½"	9		
Residential Inside – 2"	11		
Residential Outside – ¾"	84		

Average cost per account per month:

Operating & Maintenance	\$ 55.27	>	\$90.53
Debt Serv. Payment	\$ 35.26		

Proposed Water Rates

Developing Options

Current
Total Water Bill
¾" meters

Average RO usage →

Average RI usage →

Water Usage, gallons	Inside City Limits	Outside City Limits
1,000	\$ 32.82	\$ 50.80
2,000	\$ 35.64	\$ 55.35
3,000	\$ 38.46	\$ 59.90
4,000	\$ 41.28	\$ 64.45
5,000	\$ 44.10	\$ 69.00
6,000	\$ 46.92	\$ 73.55
7,000	\$ 49.74	\$ 78.10
8,000	\$ 52.56	\$ 82.65
9,000	\$ 55.38	\$ 87.20
10,000	\$ 58.20	\$ 91.75
11,000	\$ 62.95	\$ 98.64
12,000	\$ 67.70	\$ 105.53
13,000	\$ 72.45	\$ 112.42
14,000	\$ 77.20	\$ 119.31
15,000	\$ 81.95	\$ 126.20
16,000	\$ 86.70	\$ 133.09
17,000	\$ 91.45	\$ 139.98
18,000	\$ 96.20	\$ 146.87
19,000	\$ 100.95	\$ 153.76
20,000	\$ 105.70	\$ 160.65
21,000	\$ 112.41	\$ 169.92
22,000	\$ 119.12	\$ 179.19
23,000	\$ 125.83	\$ 188.46
24,000	\$ 132.54	\$ 197.73
25,000	\$ 139.25	\$ 207.00

Proposed Water Rates

Developing Options – Cost of Service

FY2023 Water Fund Budget Expenditures:

Operating & Maintenance	\$ 1,117,567	>	\$ 1,830,572
Debt Serv. Payment (100%)	\$ 713,005		

Total Gallons of Water Sold:

Residential Inside	336,263 k	>	344,865 k
Residential Outside	8,602 k		

Average cost per 1,000 gallons:

Tier 2 – \$4.75

Tier 3 – \$6.71

\$ 5.31

Cost per 1,000 gallons incl base rate for “average” user:

Res Inside 17,000 gal - \$5.38 Residential Outside 9,000 gal - \$9.69

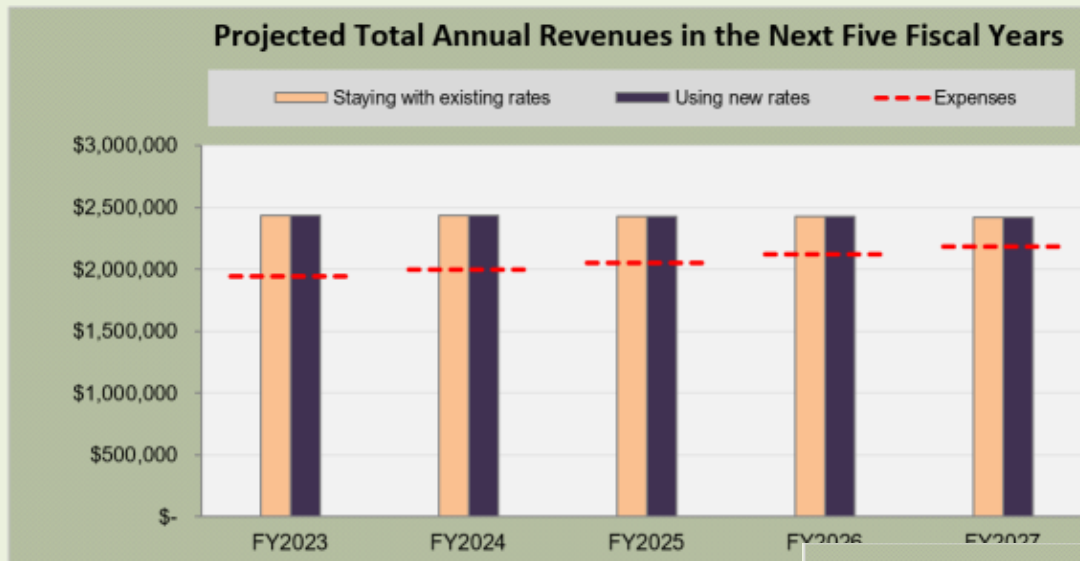
Proposed Water Rates

Developing Options – Case Studies Considered

- Baseline case – maintain current rates and tiers
- Baseline case modified for FY2021 consumption
- Baseline case modified for reduced consumption
 - 17% reduction from FY2022 consumption levels
- Adjusting rates, maintaining current volume tiers
 - Considered inside vs. outside city rates
 - Equalized either base rates or tier rates
 - Maintained tier rates with \$0.50 reduction in base rate
 - \$0.50 base rate reduction, set RO tier rates = RI tier rates
- Cases indicated by numbers, i.e. Case 1, Case 2, etc

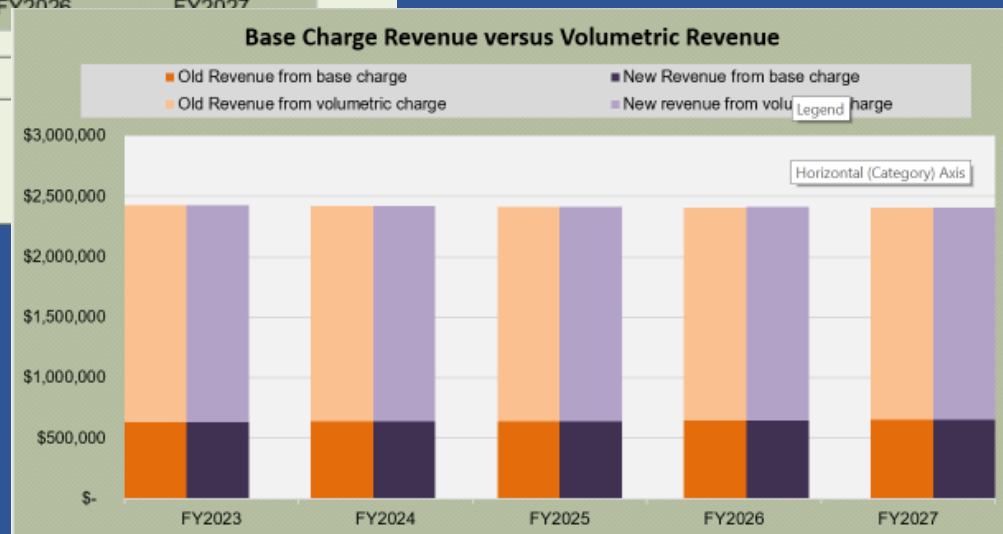
Proposed Water Rates

Results - Case 0, “Do Nothing Option”



Fiscal Year:		2022	FY2023
		Existing	New
3/4" Inside City Limits			
		\$30.00	\$30.00
and with the base charge (gallons/month):		0	0
Block Start:			
-	gal/mo	10,000	gal/mo
10,001	gal/mo	20,000	gal/mo
20,001	gal/mo	30,000	gal/mo
30,001	gal/mo	40,000	gal/mo
40,001	gal/mo	50,000	gal/mo
50,001	gal/mo	60,000	gal/mo
60,001	gal/mo	70,000	gal/mo
70,001	gal/mo	80,000	gal/mo
80,001	gal/mo	90,000	gal/mo
90,001	gal/mo	and beyond	
		\$2.82	\$2.82
		\$4.75	\$4.75
		\$6.71	\$6.71
		\$8.72	\$8.72
		\$10.76	\$10.76
		\$12.85	\$12.85
		\$14.97	\$14.97
		\$17.14	\$17.14
		\$19.35	\$19.35
		\$21.61	\$21.61

	FY2023	FY2024
Net revenues without changing rates (existing rates)	\$495,311	\$437,202
Net revenues after changing rates (new rates)	\$495,311	\$437,502

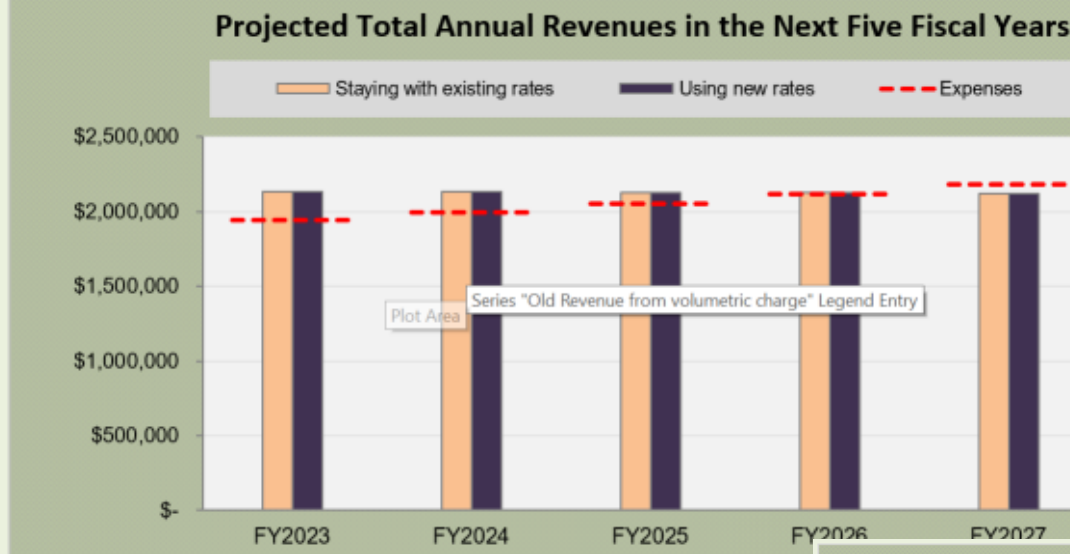


Note: Model predicts a net revenue of \$213,974 when FY2021 consumption values were used.

Last year's model predicts \$491,267 with FY2022 consumption, 0% price elasticity.

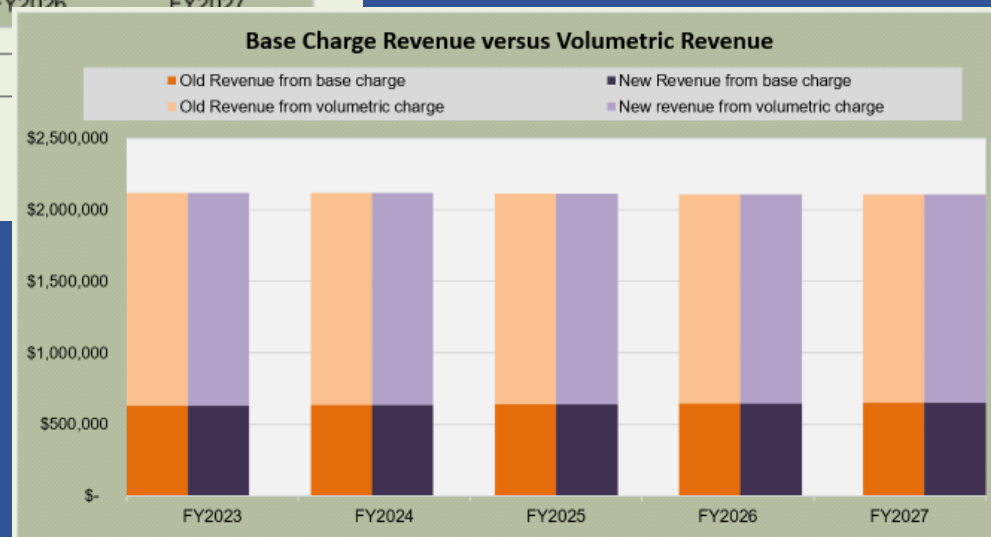
Proposed Water Rates

Results - Case Q_c, “17% reduced usage”



Fiscal Year:		2022	FY2023
		Existing	New
3/4" Inside City Limits			
		\$30.00	\$30.00
ed with the base charge (gallons/month):		0	0
Block Start:			
- gal/mo	10,000 gal/mo	\$2.82	\$2.82
10,001 gal/mo	20,000 gal/mo	\$4.75	\$4.75
20,001 gal/mo	30,000 gal/mo	\$6.71	\$6.71
30,001 gal/mo	40,000 gal/mo	\$8.72	\$8.72
40,001 gal/mo	50,000 gal/mo	\$10.76	\$10.76
50,001 gal/mo	60,000 gal/mo	\$12.85	\$12.85
60,001 gal/mo	70,000 gal/mo	\$14.97	\$14.97
70,001 gal/mo	80,000 gal/mo	\$17.14	\$17.14
80,001 gal/mo	90,000 gal/mo	\$19.35	\$19.35
90,001 gal/mo	and beyond	\$21.61	\$21.61

	FY2023	FY2024
Net revenues without changing rates (existing rates)	\$190,714	\$134,172
Net revenues after changing rates (new rates)	\$190,714	\$134,172



Note: Data since 2014 indicates +/- 17% consumption change from dry/hot to cool/wet years likely maximum variation.

Proposed Water Rates

Results - Case 1; RO tier rates = RI, RI unchanged

Projected Total Annual Revenues in the Next Five Fiscal Years



3/4" Inside City Limits

2022	FY2023
\$30.00	\$30.00
0	0

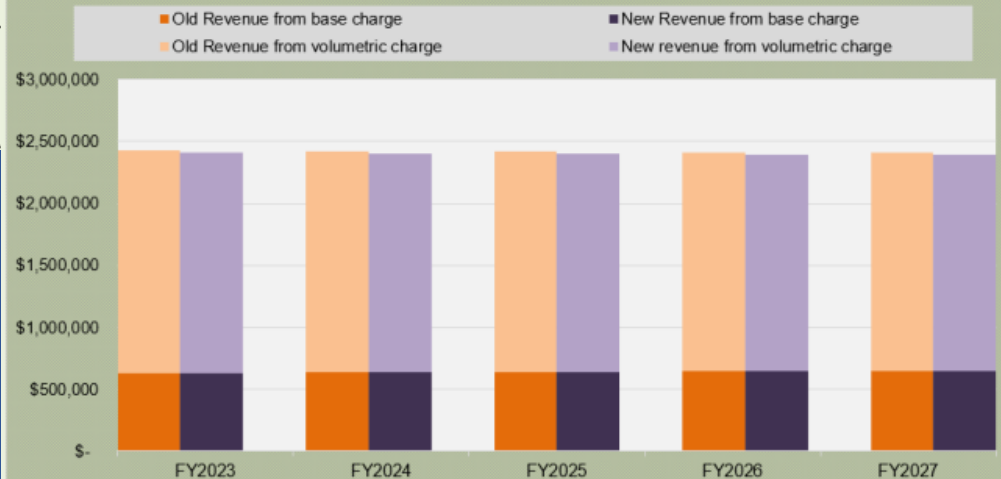
3/4" Outside City Limits

FY2022	FY2023
\$46.25	\$46.25
0	0

	FY2023		FY2023
\$2.82	\$2.82	\$4.55	\$2.82
\$4.75	\$4.75	\$6.89	\$4.75
\$6.71	\$6.71	\$9.27	\$6.71
\$8.72	\$8.72	\$12.07	\$8.72
\$10.76	\$10.76	\$14.82	\$10.76
\$12.85	\$12.85	\$17.54	\$12.85
\$14.97	\$14.97	\$19.37	\$14.97
\$17.14	\$17.14	\$21.92	\$17.14
\$19.35	\$19.35	\$24.61	\$19.35
\$21.61	\$21.61	\$27.34	\$21.61

	FY2023	FY2024
Net revenues without changing rates (existing rates)	\$495,311	\$437,202
Net revenues after changing rates (new rates)	\$479,641	\$421,689

Base Charge Revenue versus Volumetric Revenue



Proposed Water Rates

Results - Case 2; RO base rates = RI, RI unchanged

Projected Total Annual Revenues in the Next Five Fiscal Years

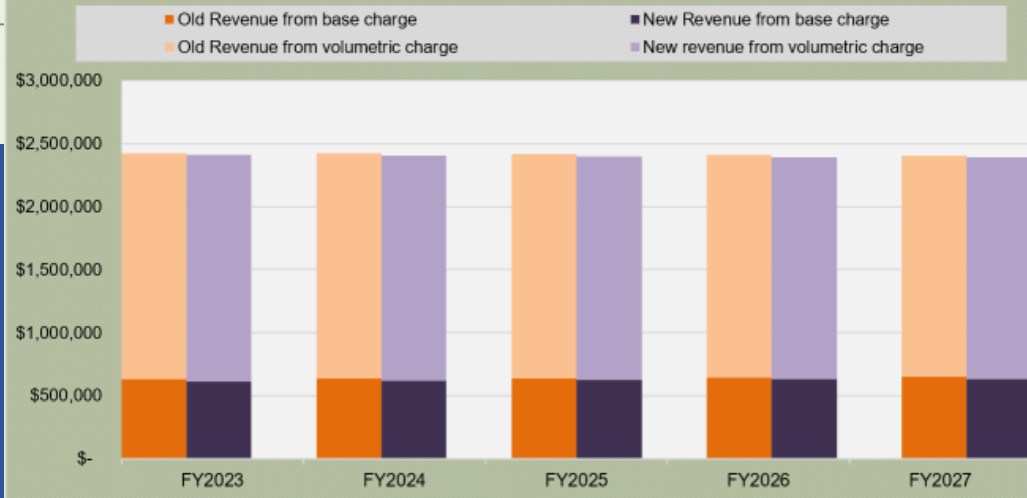


3/4" Inside City Limits		3/4' Outside City Limits	
2022	FY2023	2022	FY2023
\$30.00	\$30.00	\$46.25	\$30.00
0	0	0	0
\$2.82	\$2.82	\$4.55	\$4.55
\$4.75	\$4.75	\$6.89	\$6.89
\$6.71	\$6.71	\$9.27	\$9.27
\$8.72	\$8.72	\$12.07	\$12.07
\$10.76	\$10.76	\$14.82	\$14.82
\$12.85	\$12.85	\$17.54	\$17.54
\$14.97	\$14.97	\$19.37	\$19.37
\$17.14	\$17.14	\$21.92	\$21.92
\$19.35	\$19.35	\$24.61	\$24.61
\$21.61	\$21.61	\$27.34	\$27.34

FY2023 FY2024

Net revenues without changing rates (existing rates)	\$495,311	\$437,202
Net revenues after changing rates (new rates)	\$479,332	\$421,220

Base Charge Revenue versus Volumetric Revenue



Proposed Water Rates

Results - Case 3; Reduce base rates \$0.50

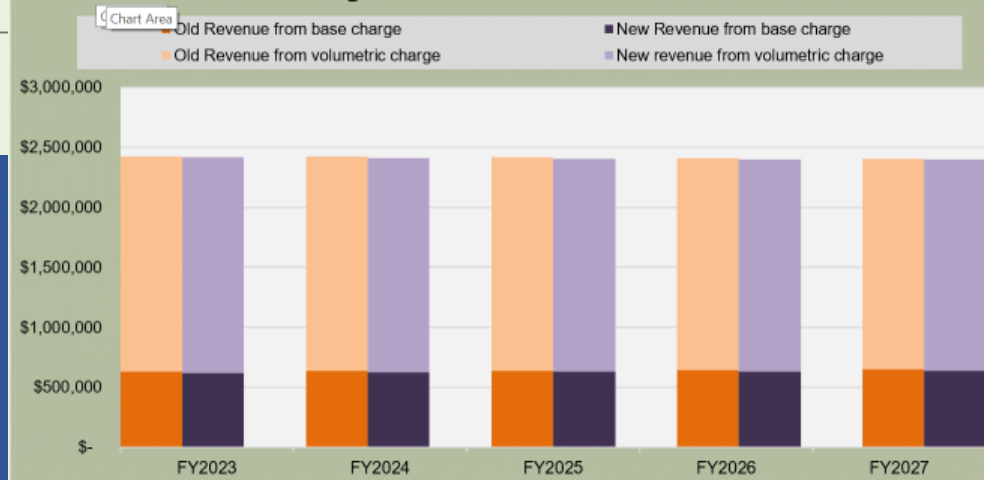
Projected Total Annual Revenues in the Next Five Fiscal Years



3/4" Inside City Limits		3/4" Outside City Limits	
2022	FY2023	2022	FY2023
Existing	New	Existing	New
\$30.00	\$29.50	\$46.25	\$45.75
0	0	0	0
\$2.82	\$2.82	\$4.55	\$4.55
\$4.75	\$4.75	\$6.89	\$6.89
\$6.71	\$6.71	\$9.27	\$9.27
\$8.72	\$8.72	\$12.07	\$12.07
\$10.76	\$10.76	\$14.82	\$14.82
\$12.85	\$12.85	\$17.54	\$17.54
\$14.97	\$14.97	\$19.37	\$19.37
\$17.14	\$17.14	\$21.92	\$21.92
\$19.35	\$19.35	\$24.61	\$24.61
\$21.61	\$21.61	\$27.34	\$27.34

	FY2023	FY2024
Net revenues without changing rates (existing rates)	\$495,311	\$437,202
Net revenues after changing rates (new rates)	\$485,927	\$427,743

Base Charge Revenue versus Volumetric Revenue



Proposed Water Rates

Results - Case 4; -\$ 0.50 base rate, RO Tiers = RI

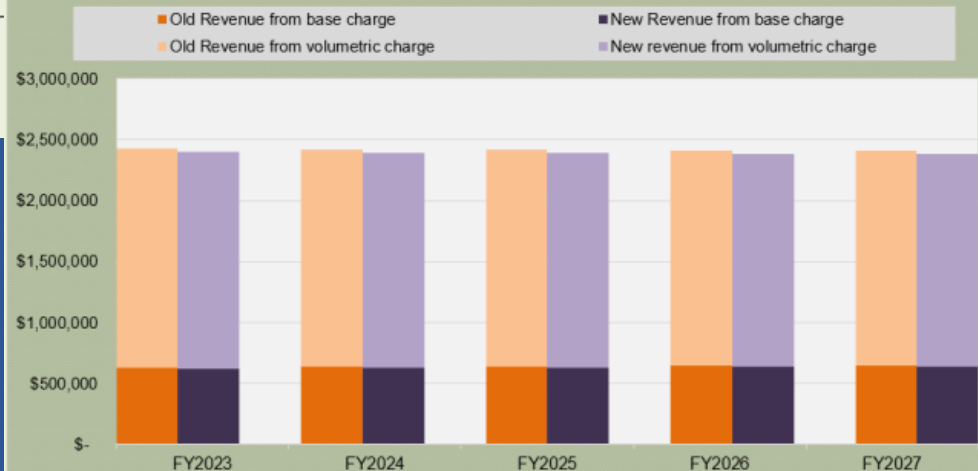
Projected Total Annual Revenues in the Next Five Fiscal Years



3/4" Inside City Limits		3/4' Outside City Limits	
2022	FY2023	2022	FY2023
Existing	New	Existing	New
\$30.00	\$29.50	\$46.25	\$45.75
0	0	0	0
\$2.82	\$2.82	\$4.55	\$2.82
\$4.75	\$4.75	\$6.89	\$4.75
\$6.71	\$6.71	\$9.27	\$6.71
\$8.72	\$8.72	\$12.07	\$8.72
\$10.76	\$10.76	\$14.82	\$10.76
\$12.85	\$12.85	\$17.54	\$12.85
\$14.97	\$14.97	\$19.37	\$14.97
\$17.14	\$17.14	\$21.92	\$17.14
\$19.35	\$19.35	\$24.61	\$19.35
\$21.61	\$21.61	\$27.34	\$21.61

	FY2023	FY2024
Net revenues without changing rates (existing rates)	\$495,311	\$437,202
Net revenues after changing rates (new rates)	\$470,254	\$412,227

Base Charge Revenue versus Volumetric Revenue



Proposed CY2023 Rate Structure

Case 0 – Commission Recommendation

Base Rates		
Meter Size	Inside City Limits	Outside City Limits
3/4"	\$ 30.00	\$ 46.25
1"	\$ 33.00	\$ 49.25
1-1/2"	\$ 52.50	\$ 68.75
2"	\$ 60.00	\$ 76.25

No changes to rate structure for next year.

Volumetric Tier Rate Structure			
Start	End	Inside City Limits	Outside City Limits
1	10,000	\$ 2.82	\$ 4.55
10,001	20,000	\$ 4.75	\$ 6.89
20,001	30,000	\$ 6.71	\$ 9.27
30,001	40,000	\$ 8.72	\$ 12.07
40,001	50,000	\$ 10.76	\$ 14.82
50,001	60,000	\$ 12.85	\$ 17.54
60,001	70,000	\$ 14.97	\$ 19.37
70,001	80,000	\$ 17.14	\$ 21.92
80,001	90,000	\$ 19.35	\$ 24.61
90,001	and over	\$ 21.61	\$ 27.34

ORDINANCE NO. 217-012019

AN ORDINANCE OF THE CITY OF GARDEN RIDGE, TEXAS, MAKING IT UNLAWFUL FOR CERTAIN SEX OFFENDERS TO RESIDE WITHIN 1000 FEET OF A CHILD SAFETY ZONE; MAKING IT ILLEGAL FOR SEX OFFENDERS TO GO IN, ON, OR WITHIN 1000 FEET OF A CHILD SAFETY ZONE; PROVIDING EXCEPTIONS TO THE ORDINANCE; AND PROVIDING PENALTIES FOR VIOLATIONS OF THE ORDINANCE.

WHEREAS, the City of Garden Ridge, Texas (the “City”), has a compelling interest in protecting the health, safety, and welfare of children by reducing opportunities for sexual predators to come in contact with children; and

WHEREAS, to protect children from sex offenders, the City Council finds it necessary to create restrictions prohibiting registered sex offenders from residing near or going in, on, or within Child Safety Zones (hereinafter defined); and

WHEREAS, the laws of the State of Texas, including those found in Chapter 51 of the Texas Local Government Code and the City’s Charter, authorize the City to adopt ordinances for the good government, peace, order, and welfare of the City; and

WHEREAS, the laws of the State of Texas, including those found in Section 341.906 of the Texas Local Government Code, authorize the City to adopt an ordinance to establish a 1000-foot safety zone for children as a condition of community supervision for those convicted of certain sexual offenses; and

WHEREAS, the City Council hereby finds and determines that sexual offenders who prey on children are a threat to the public health, welfare, and safety of the citizens of the City; and

WHEREAS, the City Council hereby finds and determines that prohibiting individuals required to register on the Texas Department of Public Safety’s Sex Offender Database from residing near or going in, on, or within a Child Safety Zone (hereinafter defined) will reduce opportunities for sexual offenders to come into contact with children; and

WHEREAS, the City Council hereby finds and determines that the City’s residency restriction and prohibition on going in, on, or within a Child Safety Zone (hereinafter defined) on sex offenders is consistent with the current Child Safety Zone statutes established by Section 341.906 of the Texas Local Government Code; and

WHEREAS, the City finds and determines that rules and regulations adopted herein promote the public health, welfare, and safety of the citizens of the City.

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

SECTION 1. FINDINGS.

The findings set out herein are found to be true and correct and are hereby adopted by the City Council and made a part of this Ordinance for all purposes.

SECTION 2. DEFINITIONS.

The following words, terms, phrases, and the derivation thereof when used in this Ordinance shall have the following meanings:

Child means any person under the age of seventeen (17).

Child Safety Zone means premises where children commonly gather. The term includes a school, day-care facility, playground, public or private youth center, public swimming pool, video arcade facility, or other facility that regularly holds events primarily for children.

In this section, “institution of higher education,” “playground,” “premises,” “school,” “video arcade facility,” and “youth center” have the meanings assigned by Section 481.134 of the Texas Health and Safety Code, as amended.

Database means the Texas Department of Public Safety’s Sex Offender Database.

Day-Care Facility means a facility licensed by the State of Texas, which provides care, training, education, custody, treatment, or supervision for children for less than twenty-four (24) hours a day.

Public or Private Park means

- a) any land designated for public recreation or any athletic field that is owned, leased, or maintained by the City, including, but not limited to, conservation areas, recreational centers, skate parks, water parks, or public swimming pools; or
- b) any private land that is used by the general public as a recreational or park area, including, but not limited to, a park or playground maintained by a community home owners’ association.

Residence, Permanent means the place within the City that a person registers or verifies under Article 62.152, Texas Code of Criminal Procedure, as the person's residence.

Residence, Temporary means a place where a person abides, lodges, or resides for a period of fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where a person routinely abides, resides, or lodges for a period of four (4) or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

Sex Offender means an individual who is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure.

SECTION 3. SEXUAL OFFENDERS RESIDENCE PROHIBITION.

It is unlawful for a Sex Offender to establish a Permanent Residence or Temporary Residence within one-thousand (1,000) feet of any Child Safety Zone.

SECTION 4. MEASUREMENT.

- a) For the purposes of Section 3, measurement is made in a straight line, without regard to intervening structures or objects, from the nearest portion of the Permanent Residence or Temporary Residence to the nearest property line of the Child Safety Zone.
- b) In cases of dispute over measured distances, it shall be incumbent upon the person(s) challenging the measurement to prove otherwise.

SECTION 5. AFFIRMATIVE DEFENSES.

It is a defense to prosecution under Section 3 that a person who has a Permanent Residence or Temporary Residence within one-thousand (1,000) feet of a Child Safety Zone:

- a) Established the Permanent Residence or Temporary Residence and complied with all the sexual offender registration laws of the State of Texas prior to the effective date of this Ordinance.
- b) Established the Permanent Residence or Temporary Residence and complied with all sexual offender registration laws of the State of Texas prior to the date a new Child Safety Zone is established.
- c) That the person required to register on the Database has been exempted by a court order from registration as a Sex Offender under Chapter 62, Texas Code of Criminal Procedure.
- d) That the person required to register on the Database has had the offense for which the Sex Offender registration was required reversed on appeal or pardoned.
- e) That the person's duty to register on the Database has expired.
- f) That the information on the Database is incorrect, and the person listed on the Database can provide evidence to show such error.
- g) It is not a defense to prosecution under this section that a person, who is required to register as a Sex Offender under the Texas Code of Criminal Procedure, was allowed by mistake or error of the City to reside in a Permanent Residence or Temporary Residence that is within one-thousand (1,000) feet of any Child Safety Zone.
- h) That the person can establish a defense to prosecution pursuant to Texas Penal Code Chapter 62 or relevant criminal provision.

SECTION 6. SEXUAL OFFENDERS PROHIBITED FROM GOING IN, ON, OR WITHIN CHILD SAFETY ZONES.

It is unlawful for a Sex Offender to knowingly or intentionally go in, on, or within one-thousand (1,000) feet of a Child Safety Zone.

SECTION 7. AFFIRMATIVE DEFENSES.

It is a defense to prosecution under Section 6 that a person:

- a) That, at the time a person prohibited from going in, on, or within a Child Safety Zone pursuant to Section 6 went in, on, or within the Child Safety Zone,
 - i. such person was the parent or legal guardian of a child and was in the Child Safety Zone for a legitimate purpose, including transportation of a child to or from a location in a Child Safety Zone; or
 - ii. such person was in a Child Safety Zone for a legitimate purpose, including transportation to and from work, and other work-related purposes.
- b) That the person required to register on the Database has been exempted by a court order from registration as a Sex Offender under Chapter 62, Texas Code of Criminal Procedure.
- c) That the person required to register on the Database has had the offense for which the Sex Offender registration was required reversed on appeal or pardoned.
- d) That the person's duty to register on the Database has expired.
- e) That the information on the Database is incorrect, and the person listed on the Database can provide evidence to show such error.
- f) That the person can establish a defense to prosecution pursuant to Texas Penal Code Chapter 62 or relevant criminal provision.

SECTION 8. CHILD SAFETY ZONE MAP.

The Garden Ridge Police Department will maintain a map illustrating the Child Safety Zones in the City. The City shall review the map annually for changes. This map will be available to the public at the Garden Ridge Police Department or available on both the City website and the Garden Ridge Police Department website. In cases of dispute over places designated as Child Safety Zones, it shall be incumbent upon the person(s) challenging the location to prove otherwise.

SECTION 9. EXEMPTIONS.

- a) A person who is required to register as a Sex Offender may petition the City Council, in writing, for an exemption from the requirements of this ordinance.
- b) The City Council may authorize an exemption from this Ordinance when, in its opinion, undue hardship will result from compliance of an individualized recidivist assessment indicates an exemption should be granted. In granting an exemption, the City Council shall take into account the probable effect the exemption will have upon the public health, safety and welfare of the City.
- c) The City Council shall make findings based on specific facts of each case and shall document such findings in the official minutes of council meeting.

SECTION 10. PENALTIES.

Any person found guilty of violating this Ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed the maximum amount of \$500.00. Each day that a violation exists shall constitute a separate offense.

SECTION 11. CUMULATIVE CLAUSE.

This Ordinance shall be cumulative of all provisions of the City, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinance, in which event the conflicting provisions of such Ordinance are hereby repealed.

SECTION 12. SEVERABILITY.

It is hereby declared to be the intention of the City Council of the City 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 should 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, or sections of the Ordinances, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrases, clause, sentence, paragraph, or section.

SECTION 13. EFFECTIVE DATE.

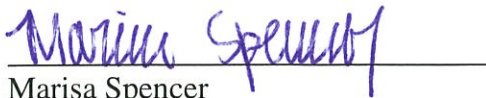
This Ordinance shall become effective immediately upon its passage, approval, and publication as provided by law.

PASSED AND APPROVED ON this 2nd day of January, 2019.



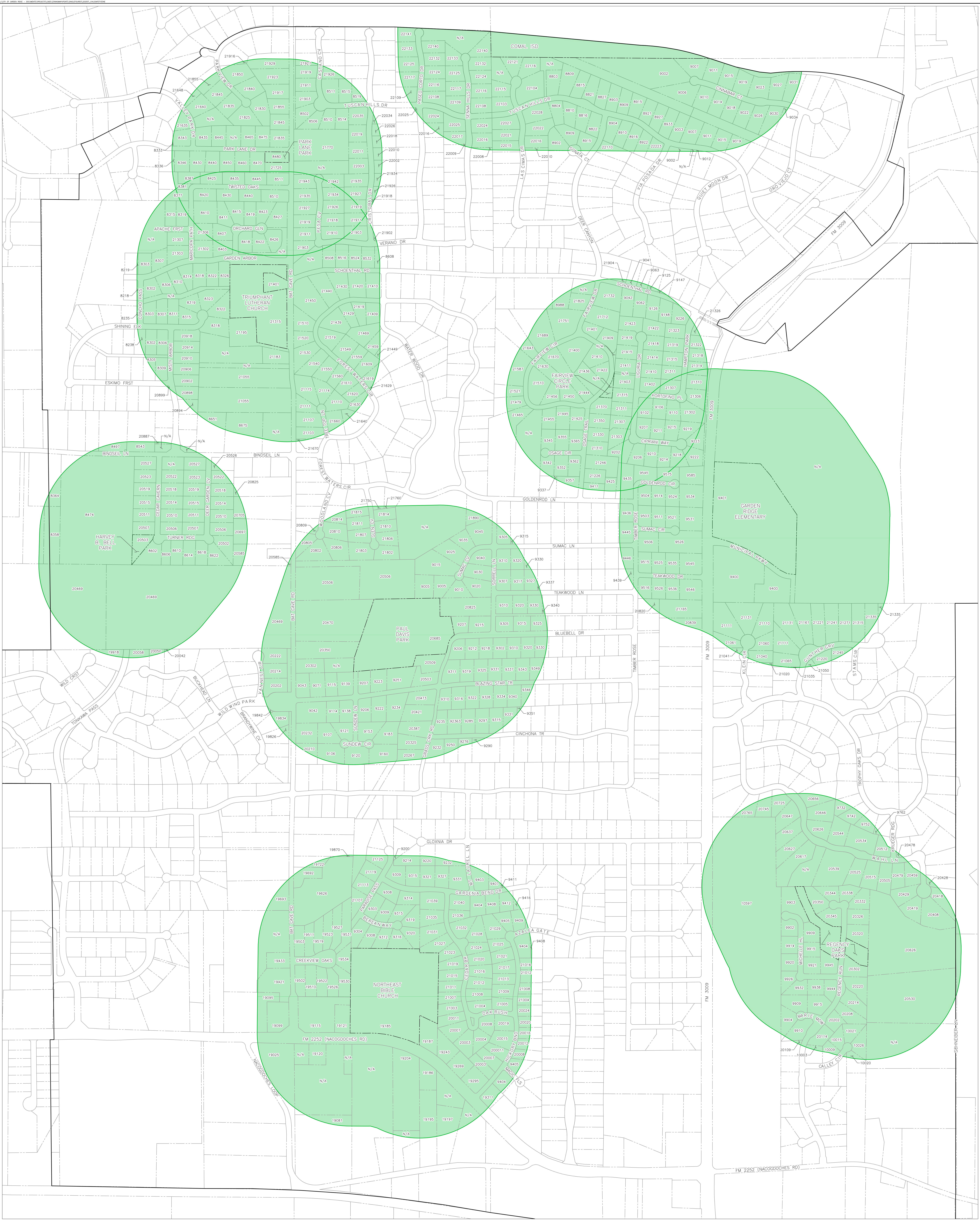
Larry Thompson
Mayor

ATTEST:



Marisa Spencer
Interim City Secretary

Published in the New Braunfels Herald-Zeitung on Thursday, January 10, 2019.



RESOLUTION NO. 496-122022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS, AUTHORIZING THE PURCHASE OF 1.031 ACRES OF PROPERTY LOCATED AT SUNDEW LANE/BLAZING STAR, COMAL COUNTY, GARDEN RIDGE, TEXAS; AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL REQUIRED DOCUMENTATION ASSOCIATED WITH THE PURCHASE OF THE PROPERTY.

WHEREAS, the City Council of the City of Garden Ridge has become aware of a 1.031-acre tract of land located at Sundew Lane/Blazing Star adjacent to Paul Davis Park available for sale for a price of \$75,000; and

WHEREAS, the City Council desires to purchase the 1.031-acre tract for the purpose of enhancing and enhancing Paul Davis Park, and

WHEREAS, the City Council feels that enhancing and enlarging Paul Davis Park through the property purchase benefits the health, welfare, and enjoyment of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS, THAT:

SECTION 1.

The foregoing recitals are hereby found to be true and correct and hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2.

The City Council authorizes the purchase of a tract of land containing approximately 1.031 acres located at Sundew Lane/Blazing Star, Garden Ridge, Comal County, Texas, described as A-48 SUR-407 C. C. Brown, of which the metes and bounds are attached as Exhibit A. The City Council further authorizes the City Administrator to execute all documentation associated with the purchase transaction for said property.

SECTION 3.

This Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED ON this 7th day of December, 2022.

Robb Erickson
Mayor

ATTEST:

Marisa Spencer
City Secretary

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

All that certain tract or parcel of land containing 1.031 acres in the City of Garden Ridge, Comal County, out of the Charles C. Brown Survey No. 407, Abstract 48, being the same tract called 1.031 acres described in Volume 329, page 725, Official Public Records of Comal County, Texas, and being more particularly described as follows:

BEGINNING: at a ½" iron pin found on the Southeast line of Lot 1, Chipman Subdivision, according to the map or plat thereof recorded in Volume 10, Page 309, Map and Plat Records of Comal County, Texas, at the North corner of Lot 1, Everett Subdivision, according to the map or plat thereof recorded in Volume 15, Page 80, Map and Plat Records of Comal County, Texas for the West corner of the herein described tract;

THENCE: North 58 deg. 46 min. 32 sec. East, a distance of 286.50 feet to a ½" iron pin found on the southwest line of the City of Garden Ridge 5.498-acre tract, of record in Volume 608, Page 210, Official Public Records of Comal County, Texas, at the East corner of Lot 1, Chipman Subdivision, for the North corner of the herein described tract;

THENCE: South 35 deg. 23 min. 02 sec. East, a distance of 154.96 feet to a ½" iron pin found at the common corner of said 5.498-acre tract of land, Sundew Land and Lot 4, Block 8, Garden Ridge Unit 3, for the East corner of the herein described tract;

THENCE: South 59 deg. 08 min. 08 sec. West, a distance of 298.41 feet to a ½" iron pin found at the common corner of Lots 2 and 3, Block 8, Garden Ridge Unit 3, and Lot 1, Everett Subdivision, for the South corner of the herein described tract;

THENCE: North 30 deg. 58 min. 34 sec. West, a distance of 152.68 feet to the Point of Beginning.

Bearing Basis – North 30 deg. 58 min 34 sec. West from the Southwest line of the herein described tract of record in Volume 329, Page 725, Official Public Records of Comal County, Texas and Volume 3, Page 78, Map and Plat Records of Comal County, Texas.

Future Agenda Items City Council

January 4, 2023, Regular Meeting

14 days before Meeting	(12/21/2022)	City Council and Staff items are due.
7 days before Meeting	(12/28/2022)	City Administrator and Mayor review agenda. City Attorney is sent agenda.
6 days before Meeting	(12/29/2022)	Post agenda on bulletin board. Post agenda packet to City Website.
Meeting Day	(01/04/2023)	Meeting at 6pm.

City Council = Red
 Planning & Zoning = Green
 Water Commission = Blue
 Charter Commission = Purple
 Municipal Court = Gray
 City Holiday = Orange

Sun	Mon	Tues	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 1, 2023, Regular Meeting

14 days before Meeting	(01/18/2023)	City Council and Staff items are due.
7 days before Meeting	(01/25/2023)	City Administrator and Mayor review agenda. City Attorney is sent agenda.
6 days before Meeting	(01/26/2023)	Post agenda on bulletin board. Post agenda packet to City Website.
Meeting Day	(02/01/2023)	Meeting at 6pm.

City Council = Red
 Planning & Zoning = Green
 Water Commission = Blue
 Charter Commission = Purple
 Municipal Court = Gray
 Events = Yellow (First Friday)
 City Holiday = Orange

Sun	Mon	Tues	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

PENDING FUTURE AGENDA ITEMS

1. Monitoring Wells in the City of Garden Ridge... *Arvidson*
2. Update on City-funded monument for Paul Davis Park... *Bower*

RESOLUTION NO. 495-122022

**A RESOLUTION OF THE CITY OF GARDEN RIDGE,
TEXAS, ZONING BOARD OF ADJUSTMENT APPROVING
A SETTLEMENT AGREEMENT RELATED TO CAUSE
NO. C2022-0615B, MICHAEL C. DOMGARD II VS. CITY
COUNCIL FOR THE CITY OF GARDEN RIDGE, TEXAS.**

WHEREAS, the City of Garden Ridge's Zoning Board of Adjustment is a defendant in the pending litigation noted in the above caption; and

WHEREAS, the Parties have reached an agreement to resolve the claims and causes of action asserted in the lawsuit; and

WHEREAS, the City of Garden Ridge's Zoning Board of Adjustment hereby finds that acceptance and approval of the proposed Settlement Agreement is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE ZONING BOARD OF ADJUSTMENT OF THE CITY OF GARDEN RIDGE, TEXAS, THAT:

SECTION 1. FINDINGS.

The foregoing recitals are hereby found to be true and correct and hereby adopted by the Zoning Board of Adjustment and made a part hereof for all purposes as findings of fact.

SECTION 2. THE SETTLEMENT AGREEMENT IS APPROVED.

The City of Garden Ridge's Zoning Board of Adjustment approves the Settlement Agreement attached as Exhibit A to this Resolution, which is fully incorporated herewith for all purposes.

SECTION 3. EFFECTIVE DATE.

The Settlement Agreement will be effective upon approval of this Resolution

APPROVED AND ADOPTED ON this 7th day of December, 2022.

Robb Erickson
Mayor

ATTEST:

Marisa Spencer
City Secretary

EXHIBIT A

Settlement Agreement

CAUSE NO. C2022-0615B

MICHAEL C. DOMGARD II, <i>Plaintiff,</i>	§	IN THE DISTRICT COURT
	§	
V.	§	207 TH JUDICIAL DISTRICT
	§	
CITY COUNCIL FOR THE CITY OF GARDEN RIDGE, TEXAS <i>Defendant.</i>	§	COMAL COUNTY, TEXAS
	§	

SETTLEMENT AND RELEASE AGREEMENT

The parties to this Settlement and Release Agreement are as follows:

“PLAINTIFF” - refers to MICHAEL C. DOMGARD II, as well as his heirs, assigns, devisees, administrators and executors;

“DEFENDANT” - refers to and includes the CITY COUNCIL OF GARDEN RIDGE, TEXAS (“CITY”) acting as the Board of Adjustment, a governmental entity organized and existing under the laws of the State of Texas, including its past and present successors in interest, agents, officials, council members, employees, city manager, and assigns;

PLAINTIFF and DEFENDANT shall be referred to jointly as the “PARTIES.”

RECITALS

Whereas, PLAINTIFF filed a lawsuit styled and numbered as indicated in the caption above against DEFENDANT CITY’s Board of Adjustment for allegedly refusing to issue a variance to Plaintiff to the impervious cover limit so that PLAINTIFF could build a swimming pool on his residential property; and

Whereas, in addition to a general denial, DEFENDANT raised certain legal defenses to liability; and

Whereas, DEFENDANT disputes liability in this lawsuit; however, PLAINTIFF and DEFENDANT desire to resolve this dispute at the minimum of costs and disruption to PLAINTIFF and DEFENDANT; and

Whereas, the PARTIES desire to enter into this Settlement and Release Agreement in full settlement and discharge of all actual claims and all claims that could have been raised against

DEFENDANT by reason of the incident described in PLAINTIFF'S pleadings, and the foregoing recitals;

NOW, THEREFORE, the PARTIES agree as follows:

1.0 Release and Discharge by Plaintiff

A. In consideration of the terms and conditions set forth in Section 2.0 (A), PLAINTIFF hereby completely releases and forever discharges DEFENDANT from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which the PLAINTIFF now has, or which may hereafter accrue or otherwise be acquired, on account of, or grow out of the incidents described in PLAINTIFF'S current pleading and the recitals above, including without limitation, any and all known or unknown claims alleged by PLAINTIFF.

B. This release and discharge shall apply to DEFENDANT'S past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors, successors in interest and assigns.

C. This release on the part of PLAINTIFF shall be a fully binding and complete settlement by the PLAINTIFF, including his heirs, assigns and successors.

D. PLAINTIFF acknowledges and agrees that the release and discharge set forth above is a general release. PLAINTIFF expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which the PLAINTIFF does not now know or suspect to exist, for any reason whatsoever, and which, if known, would materially affect PLAINTIFF'S decision to enter into this Settlement and Release Agreement.

E. PLAINTIFF further agrees to the consideration specified herein as a complete compromise of matters involving disputed issues of law, fact and damages. It is understood and agreed by the PARTIES that this settlement is a compromise of a disputed claim, and the consideration is not to be construed as an admission of liability on the part of the DEFENDANT by whom liability is expressly denied.

F. PLAINTIFF further agrees that upon the issuance of the consideration, he shall cooperate in the preparation, execution and filing of the necessary motion to dismiss with prejudice any and all claims contained or which could have been contained in the lawsuit styled and numbered as indicated in the caption above.

G. This settlement covers and includes all claims, causes of action or damages, whether known or unknown and whether asserted or not related to the subject matter of this litigation. PLAINTIFF warrants and represents that he will execute formal settlement documents and motion to dismiss with prejudice on forms prepared by DEFENDANT, provided PLAINTIFF has a right to

review said forms.

2.0 Consideration

A. In consideration of the covenants and releases made above, the sufficiency of which is hereby acknowledged by all Parties, the Parties agree to the following:

- i. DEFENDANT shall re-consider PLAINTIFF'S variance application requesting approval of the following updated proposal to the application on or before December 7, 2022:
 - a. PLAINTIFF's property shall be covered with not more than 42.12% of impervious material.
 - b. PLAINTIFF shall reduce the pool and deck size to 1,404 square feet and 942 square feet, respectively.
- ii. Upon consideration of the updated variance application and passage, DEFENDANT shall issue a variance to PLAINTIFF for construction of the pool at issue in this litigation.
- iii. PLAINTIFF must comply with the DEFENDANT's requirements for permits and inspections for purposes of constructing the pool at issue in this litigation. After the consideration of the variance application and submission of permit applications compliant with City requirements, DEFENDANT will issue a permit for PLAINTIFF's construction of a pool on his property.

B. This agreement covers all claims, damages and attorney's fees that were raised or could have been raised in the referenced lawsuit; each party to bear their own attorney's fees and costs of court; the DEFENDANT does not admit liability; and that DEFENDANT expressly denies liability for allegations made by PLAINTIFF in the referenced lawsuit.

3.0 Acknowledgment of Settlement Terms & Conditions

A. In entering into this Settlement and Release Agreement, PLAINTIFF represents that the terms of this Settlement and Release Agreement are fully understood and voluntarily accepted by PLAINTIFF and that his acceptance of this Agreement is based solely on the representations made herein and not upon any other terms or conditions not specifically recited herein.

B. PLAINTIFF represents he consulted with his attorneys before executing this Settlement and Release Agreement.

C. By entering into this Settlement and Release Agreement, PLAINTIFF hereby agrees to indemnify and hold harmless the DEFENDANT released herein, from any and all claims, demands, or causes of action, of any and every nature whatsoever made by any persons, firms or corporations in connection with the matters made subject of this Release provided that this agreement for indemnification is limited to the amount of consideration disclosed in paragraph 2.0(A) of this Settlement and Release Agreement and that said claims are made by, through, or under PLAINTIFF.

4.0 Delivery of Dismissal with Prejudice

A. Upon execution of this Settlement and Release Agreement, PLAINTIFF shall cooperate in filing the necessary paperwork in the in the lawsuit styled and numbered as indicated in the caption above, to secure a dismissal of this litigation with prejudice.

B. PLAINTIFF hereby authorizes Counsel for DEFENDANTS to file the necessary dismissal documents with the Court and secure an order dismissing this lawsuit with prejudice.

5.0 Warranty of Capacity to Execute Agreement

PLAINTIFF represents, warrants and contracts that no other person, attorney, law firm or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement and Release Agreement, except as otherwise set forth herein or that if any such interest exists, it will be fully satisfied with these settlement proceeds; that PLAINTIFF has the sole right and exclusive authority to execute this Settlement and Release Agreement and receive the sums specified in it; and that PLAINTIFF has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement and Release Agreement. IT IS PLAINTIFF'S SPECIFIC INTENT THAT DEFENDANT SHALL NOT BE SUBJECTED OR EXPOSED TO ANY FURTHER LIABILITY WHATSOEVER, AND IS SPECIFICALLY INDEMNIFIED BY PLAINTIFF AGAINST ANY CLAIMS FOR CONTRIBUTION, INDEMNITY, SUBROGATION, NEGLIGENCE, SOLE NEGLIGENCE, CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, MALICE, INTENTIONAL TORT, OR OTHERWISE, WHICH ARE MADE BY, THROUGH OR UNDER PLAINTIFF, TO ANY PERSON, FIRM, CORPORATION, OR OTHER LEGAL OR BUSINESS ENTITY IN ANY WAY CONNECTED WITH OR ARISING FROM THE ALLEGED INJURIES OR DAMAGES SUFFERED AS A RESULT OF THE INCIDENT GIVING RISE TO THE LAWSUIT STYLED AND NUMBERED AS INDICATED IN THE CAPTION ABOVE.

6.0 Governing Law

This Settlement and Release Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. Venue shall be proper in Comal County, Texas.

7.0 Additional Documents

PLAINTIFF agrees to cooperate fully and execute any and all supplementary documents and to take all additional action necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement and Release Agreement.

8.0 Effectiveness

This Settlement and Release Agreement shall become effective immediately following execution by PLAINTIFF.

APPROVED AS TO FORM AND CONTENT:

STATE OF TEXAS §
COUNTY OF COMAL §



MICHAEL C. DOMGARD, II

This Settlement and Release Agreement was acknowledged before me by MICHAEL C. DOMGARD, II on the 23 day of November, 2022.



NOTARY PUBLIC, STATE OF ~~TEXAS~~

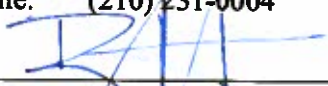
(Affix Notary Seal Above)



Oklahoma

APPROVED AS TO FORM:

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City of Garden Ridge

BY: _____