

The Garden Ridge City Council will meet in a regular session on Wednesday, April 5, 2023, immediately after the 6:00 p.m. Board of Adjustment Meeting 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) Sexual Assault Awareness Month Proclamation.
- b) Child Abuse Prevention and Awareness Month Proclamation.
- c) National Library Week Proclamation.

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 March 1, 2023, City Council Regular Meeting.
- b) Financial Statement, Summary Report, and Management's Discussion and Analysis of Results of Operations – February 28, 2023.
- c) Destruction of City records in accordance with the City of Garden Ridge Records Retention Plan.
- d) Accept the resignation of Joe Haltaman from the Water Commission.

- e) Resolution No. 499-042023 A Resolution of the City Council of the City of Garden Ridge, Texas, joining with the State of Texas and political subdivisions of the state as a party in the Texas Opioid Settlement Agreements secured by the Office of the Attorney General; authorizing the City Administrator to execute settlement participation forms; and establishing an effective date.
- f) Resolution No. 500-042023 A Resolution of the City Council of the City of Garden Ridge, Texas, suspending the CenterPoint Energy 2023 Annual GRIP Adjustment for the South Texas Division in the City of Garden Ridge for a period of forty-five (45) days from May 1, 2023.

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. Receive monthly activity update as applicable.
- b) Water Commission:
 - 1. 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) Ordinance No. 143-032023 An Ordinance of the City Council of the City of Garden Ridge, Texas, granting a one hundred twenty (120) day extension of an existing exclusive franchise agreement known as Ordinance No. 143-012020 between the City of Garden Ridge and BFI Waste Services of Texas, LP/DBA Republic Services of San Antonio for the collection and disposal of solid waste and recycling service which expires on March 31, 2023, and authorizing the City Administrator to continue negotiations and development of an exclusive franchise agreement between the two parties during said extension period.
- b) Aggregate Mining Operations adjacent to the City of Garden Ridge.
- c) 2023 Texas Legislative Session.

10. Updates

- a) City Council Projects.
 - 1. Mitigation of growth and encroachment impacts on Garden Ridge (Swint and Erickson).
 - 2. Great Springs Project (Swint and Valdez).
 - 3. Economic Development/Council Liaison to Tri-County Chamber of Commerce (Smith and Bower).
 - 4. Alamo Area Metropolitan Planning Organization Technical Advisory Committee Update (Valdez and Erickson).
 - 5. Council Liaison to the Water Company/Utilities Department (Valdez and Erickson).
 - 6. Council Liaison to Comal ISD (Arvidson and Erickson).
 - 7. 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
Hill Country Alliance
Northeast Partnership
Texas Department of Transportation (TxDOT)
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.
 1. On a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Guadalupe Readymix Permit Applications.

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.

16. Adjournment

AGENDA NOTICES:

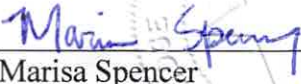
Decorum Required: Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order by the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual leave the meeting, and if refused, an order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

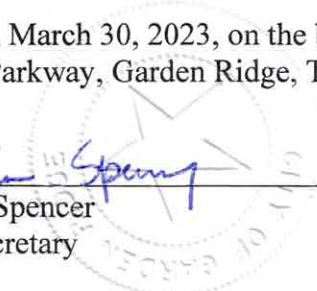
Executive Sessions Authorized: This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and 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 12:00 p.m. on March 30, 2023, on the bulletin board located at the entrance to Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas.



Marisa Spencer
City Secretary



Proclamation

WHEREAS, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual assault is widespread and has public health implications for communities; and

WHEREAS, statistics indicate that one in five women will have experienced sexual assault in their lifetime; and

WHEREAS, nearly a quarter of men will have experienced some form of contact sexual violence in their lifetime; and

WHEREAS, we must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; and

WHEREAS, staff and volunteers of the Crisis Center of Comal County and other prevention-related programs in the area encourage every person to speak out when witnessing acts of violence, however small, and speak up when they hear others making light of sexual assault, stereotypes, or gender biases; and

WHEREAS, with leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing sexual assault in our community through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

WHEREAS, we strongly support the efforts of national, state and local partners, including residents, to actively engage in public and private efforts including conversations about what sexual assault is, how to prevent it, how to help survivors connect with services, and how every segment of our society can work together to better address sexual assault.

NOW, THEREFORE, BE IT RESOLVED that I, Robb Erickson, Mayor of Garden Ridge, Texas, do hereby proclaim April 2023 in the City of Garden Ridge as

SEXUAL ASSAULT AWARENESS MONTH

IN WITNESS WHEREOF, I hereunto set my hand and official seal of the City of Garden Ridge this 5th day of April, 2023.




Robb Erickson
Mayor

Proclamation

WHEREAS, there were nearly 57,000 confirmed victims of child abuse and neglect in Texas during 2022, with 1,447 of those being children in Comal County; and

WHEREAS, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and

WHEREAS, communities must make every effort to promote programs that benefit children and their families; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, and the business community; and

WHEREAS, everyone in the community should become more aware of child abuse prevention and encourage parents to raise their children in a safe, nurturing environment.

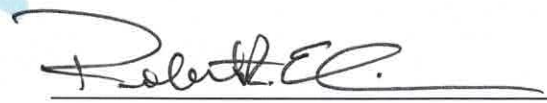
NOW, THEREFORE, BE IT RESOLVED that I, Robb Erickson, Mayor of Garden Ridge, Texas, do hereby proclaim April 2023 in the City of Garden Ridge as

CHILD ABUSE PREVENTION AND AWARENESS MONTH

and urge all citizens to work together to help reduce child abuse and neglect significantly in the years to come.

IN WITNESS WHEREOF, I hereunto set my hand and official seal of the City of Garden Ridge this 5th day of April, 2023.




Robb Erickson
Mayor

Proclamation

WHEREAS, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life; and

WHEREAS, libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status; and

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all; and

WHEREAS, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships; and

WHEREAS, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs; and

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals; and

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week.

NOW, THEREFORE, BE IT RESOLVED that I, Robb Erickson, Mayor of Garden Ridge, Texas, do hereby proclaim April 23-29, 2023, in the City of Garden Ridge as

NATIONAL LIBRARY WEEK

- and encourage all residents to visit their library to explore the wealth of resources available.

IN WITNESS WHEREOF, I hereunto set my hand and official seal of the City of the Garden Ridge this 5th day of April, 2023.




Robb Erickson
Mayor

MINUTES
CITY COUNCIL REGULAR MEETING
WEDNESDAY, MARCH 1, 2023, 6:00 P.M.

Councilmembers Present:

Mayor Robb Erickson
Mayor Pro-Tem Lisa Swint
Councilmember Kelly Smith
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:

Roy Leatherberry, Planning and Zoning Commissioner
Dr. Jim Miller, Planning and Zoning Commissioner
Jim Sturch, Charter 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, March 1, 2023, 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) Garden Ridge Lions Club Appreciation Day Proclamation.**

Mayor Erickson presented a Proclamation to the Garden Ridge Lions Club declaring March 6, 2023, as Garden Ridge Lions Club Appreciation Day.

4. Citizen Comment Period

Chris Jimenez, Tri-County Chamber of Commerce, spoke regarding upcoming events.

Chip Utterback, 8515 Wild Wind Park, spoke regarding concerns related to Briggs Pit.

Cheryl Bither, 9925 Trophy Oaks Drive, spoke regarding the Garden Ridge Women's Club and thanked the community for a great turnout at their Valentine's Day event.

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 February 8, 2023, City Council Special Meeting.**
- b) Financial Statement, Summary Report, and Management's Discussion and Analysis of Results of Operations – January 31, 2023.**
- c) Contract between City of Garden Ridge and MVBA, LLC dba Accounts Receivable Collections Group.**

Motion: A motion was made by Mayor Pro-Tem Swint, seconded by Councilmember Arvidson, to approve Consent Agenda items a)-c). The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

6. Staff Reports

a) City Administrator Monthly Activity Report.

City Administrator Nancy Cain reviewed employee anniversaries and thank you notes recognizing City Staff. She stated there were 217 *Volunteer Garden Ridge!* hours for the month of February and spoke regarding First Friday.

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 Administrator Nancy Cain reviewed the City Engineer monthly activity report.

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

a) Planning and Zoning Commission:

Mayor Erickson stated the Commission did not meet in February.

b) Water Commission:

Mayor Erickson stated the Commission did not meet in February.

c) Charter Commission:

Mayor Erickson stated the Commission did not meet in February.

d) Parks Committee:

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) **Ordinance No. 143-032023 An Ordinance of the City Council of the City of Garden Ridge, Texas, granting a one hundred twenty (120) day extension of an existing exclusive franchise agreement known as Ordinance No. 143-012020 between the City of Garden Ridge and BFI Waste Services of Texas, LP/DBA Republic Services of San Antonio for the collection and disposal of solid waste and recycling service which expires on March 31, 2023, and authorizing the City Administrator to continue negotiations and development of an exclusive franchise agreement between the two parties during said extension period.**

City Administrator Nancy Cain spoke regarding the Municipal Solid Waste Agreement between the City of Garden Ridge and Republic Services and stated City Council will take action on the extension during the April City Council Meeting.

- b) **Award of Bank Depository and Collateral Agreement between the City of Garden Ridge and First United Bank.**

Finance/HR Director Christine Green and City Administrator Nancy Cain spoke regarding the Bank Depository and Collateral Agreement between the City of Garden Ridge and First United Bank.

Motion: A motion was made by Councilmember Bower, seconded by Councilmember Valdez, to approve the award of Bank Depository and Collateral Agreement between the City of Garden Ridge and First United Bank and to authorize the City Administrator to sign the agreement on the City's behalf. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

- c) **Aggregate Mining Operations adjacent to the City of Garden Ridge.**

Mayor Erickson spoke regarding aggregate mining operations adjacent to the City of Garden Ridge.

- d) **2023 Texas Legislative Session.**

Mayor Erickson spoke regarding attending the 2023 Texas Legislative Session.

- e) **Ordinance No. 237-032023 An Ordinance of the City Council of the City of Garden Ridge, Texas, declaring unopposed candidates in the May 6, 2023, General Election elected to office; canceling the General Election; providing for severability; and declaring an effective date.**

City Secretary Marisa Spencer spoke regarding the certification of unopposed candidates.

Motion: A motion was made by Councilmember Bower, seconded by Councilmember Smith, to approve Ordinance No. 237-032023 An Ordinance of the City Council of the City of Garden Ridge, Texas, declaring unopposed candidates in the May 6, 2023, General Election elected to office; canceling the General Election; providing for severability; and declaring an effective date. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

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. Great Springs Project (Swint and Valdez).

Mayor Pro-Tem Swint and Councilmember Valdez provided updates related to the Great Springs Project.

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

Councilmember Smith and Councilmember Bower provided updates related to Economic Development and Tri-County Chamber of Commerce.

4. 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.

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

Councilmember Valdez stated there is nothing additional to report at this time.

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

Councilmember Arvidson and Mayor Erickson provided updates related to Comal ISD.

7. City Welcome Signage (Bower and Erickson).

Councilmember Bower provided updates related to City Welcome Signage.

11. Discussion of Future Agenda Items

Mayor Erickson stated Superintendent Dr. Chapman, CISD, will present the district's proposed bond at the April City Council Meeting.

12. Citizen Comment Period

Dr. Jim Miller, 9910 Marie Meadow, spoke regarding elections and an update related to the State of the City.

John McCaw, 21918 Paseo Corto Drive, thanked City Council for their hard work and volunteerism.

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, Hill Country Alliance, Northeast Partnership, Texas Department of Transportation (TxDOT), Tri-County Chamber of Commerce.

Councilmember Bower spoke regarding the Garden Ridge Women's Club. Councilmember Arvidson spoke regarding the Boy Scouts Adopt-A-Highway Program. Mayor Pro-Tem Swint spoke regarding the Hill Country Alliance Leadership Institute. Councilmember Smith spoke regarding Tri-County Chamber of Commerce events. Mayor Erickson spoke regarding Families of Garden Ridge Adopt-A-Highway Program, Northeast Partnership, and ongoing discussions with Comal County.

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.

1. On a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Guadalupe Readymix Permit Applications.

Mayor Erickson announced the City Council will recess at 7:50 p.m. and reconvene into Executive Session at 8:00 p.m., to discuss and seek legal advice on the item stated above.

Mayor Erickson adjourned the Executive Session and reconvened back into Regular Session at 9:08 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, March 1, 2023, City Council regular meeting was adjourned at 9:09 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 2/28/23

CITY FUNDS	BALANCE	CURRENT INTEREST RATE
GF OPERATING ACCOUNT	\$ 280,016.30	0.40%
GF MONEY MARKET	1,252,730.41	3.67%
PEG CAPITAL FEES	52,589.27	3.67%
TEXPOOL INVESTMENTS	3,036,203.16	4.50%
2017 I&S	128.00	3.67%
2012 I&S	2,092.33	3.67%
2012 REFI	51,617.60	3.67%
2015 I&S	16,715.81	3.67%
TEXPOOL WATER IMPACT FEES	174,532.29	4.50%
TEXPOOL STREET IMPACT FEES	60,402.35	4.50%
AMERICAN RECOVERY ACCT	518,068.87	3.67%
TEXPOOL AMERICAN RECOVERY ACCT	502,841.00	4.50%
ASSET/FORFEITURE - STATE	99.29	0.12%
ASSET/FORFEITURE - FED	130,855.71	3.67%
TOTAL CITY FUNDS	\$ 6,078,892.39	

WATER FUNDS	BALANCE	CURRENT INTEREST RATE
OPERATING ACCOUNT	316,424.30	3.67%
WATER SURCHARGE	151,210.36	3.67%
TEXPOOL WATER INVEST	1,215,227.10	4.50%
SIB LOAN I&S	1,074.83	3.67%
SIB RESERVE	30,232.01	3.67%
SIB LOAN FUNDS (TXDOT)	495,716.27	3.67%
TOTAL WATER FUNDS	\$ 2,209,884.87	

TOTAL ALL ACCOUNTS	\$ 8,288,777.26	
---------------------------	------------------------	--

CITY OF GARDEN RIDGE
CASH & INVESTMENTS STATEMENT
CURRENT AND YEAR TO DATE AS OF 2/28/2023

GENERAL FUND	BALANCE
GF Operational Checking	\$ 280,016.30
GF Money Market	1,252,730.41
TexPool Investments	3,036,203.16
Restricted Amounts	(201,742.75)
TOTAL AVAILABLE FUNDS	\$ 4,367,207.12

WATER FUND	BALANCE
Operational Checking	\$ 316,424.30
TexPool Water Invest	1,215,227.10
Water Surcharge	151,210.36
Restricted Amounts	(220,889.00)
TOTAL AVAILABLE FUNDS	\$ 1,461,972.76

CITY OF GARDEN RIDGE
 STATEMENT OF ACTIVITIES
 CURRENT AND YEAR TO DATE AS OF 2/28/2023

GENERAL FUND	Feb-23	YTD	FY 2023 BUDGET	% OF BUDGET	BUDGET BALANCE
REVENUES	\$ 325,921.33	\$ 2,353,266.78	\$ 3,394,695.00	69.3%	\$ 1,041,428.22
EXPENDITURES					
ADMINISTRATION	55,784.35	337,770.28	943,890.00	35.8%	606,119.72
COURT	6,155.35	43,860.92	99,016.00	44.3%	55,155.08
POLICE	130,667.20	539,199.75	1,510,463.00	35.7%	971,263.25
PUBLIC FACILITIES	64,443.25	333,294.69	644,542.00	51.7%	311,247.31
COMMUNITY CENTER	6,257.63	32,901.06	78,984.00	41.7%	46,082.94
LIBRARY	8,039.81	44,126.37	116,043.00	38.0%	71,916.63
FUND CHANGES/XFER	-	-	-	0.0%	-
TOTAL EXPENDITURES	271,347.59	1,331,153.07	3,392,938.00	39.2%	2,061,784.93
NET POSITION	\$ 54,573.74	\$ 1,022,113.71	\$ 1,757.00		\$ (1,020,356.71)

WATER FUND	Feb-23	YTD	FY 2023 BUDGET	% OF BUDGET	BUDGET BALANCE
REVENUES	\$ 124,161.29	\$ 796,973.78	\$ 1,906,572.00	41.8%	\$ 1,109,598.22
EXPENDITURES	749,972.73	1,135,017.96	1,906,572.00	59.5%	771,554.04
REVENUE +/- EXPENDITURES	(625,811.44)	(338,044.18)	-		338,044.18

OTHER CASH OUTFLOWS	Feb-23	YTD	FY 2023 BUDGET	% OF BUDGET	BUDGET BALANCE
BOND PRINCIPLE PAYMENTS	520,559.11	520,559.11	523,985.00	99.3%	3,425.89
XEROX LEASE PRINCIPLE PMTS	475.51	2,387.50	5,680.00	42.0%	3,292.50
TOTAL OTHER CASH OUTFLOWS	\$ 521,034.62	\$ 522,946.61	\$ 529,665.00		\$ 6,718.39

CITY OF GARDEN RIDGE
STATEMENT OF ACTIVITIES - COMMUNITY CENTER
PERIOD ENDED AS OF 2/28/2023

REVENUES	YTD	Budget
RENTALS	\$ 22,900.00	48,000.00
DEPOSITS	14,650.00	24,000.00
CLEAN-UP FEES	1,825.00	5,550.00
DEPOSITS REFUNDED	(8,475.00)	(18,360.00)
DONATIONS	-	-
TOTAL REVENUES	30,900.00	59,190.00
EXPENDITURES		
PAYROLL/TAXES/RETIREMENT	936.96	3,124.00
MANAGER FEES	11,231.50	22,800.00
COMPUTER/INTERNET	693.50	1,680.00
TELEPHONE	250.00	600.00
UTILITIES	5,018.50	10,820.00
MAINTENANCE	3,075.75	8,000.00
SUPPLIES	609.85	1,200.00
CLEANING	2,610.00	5,400.00
EQUIPMENT	-	6,000.00
MARKETING	-	1,000.00
DONATION EXPENDITURES	-	-
FACILITY ENHANCEMENTS	-	-
TOTAL EXPENDITURES	24,426.06	60,624.00
NET POSITION	\$ 6,473.94	\$ (1,434.00)

Management's Discussion and Analysis of Results of Operations – February 2023

GENERAL FUND

Cash

Total available funds as of February 28, 2023, are \$4,367.2k.

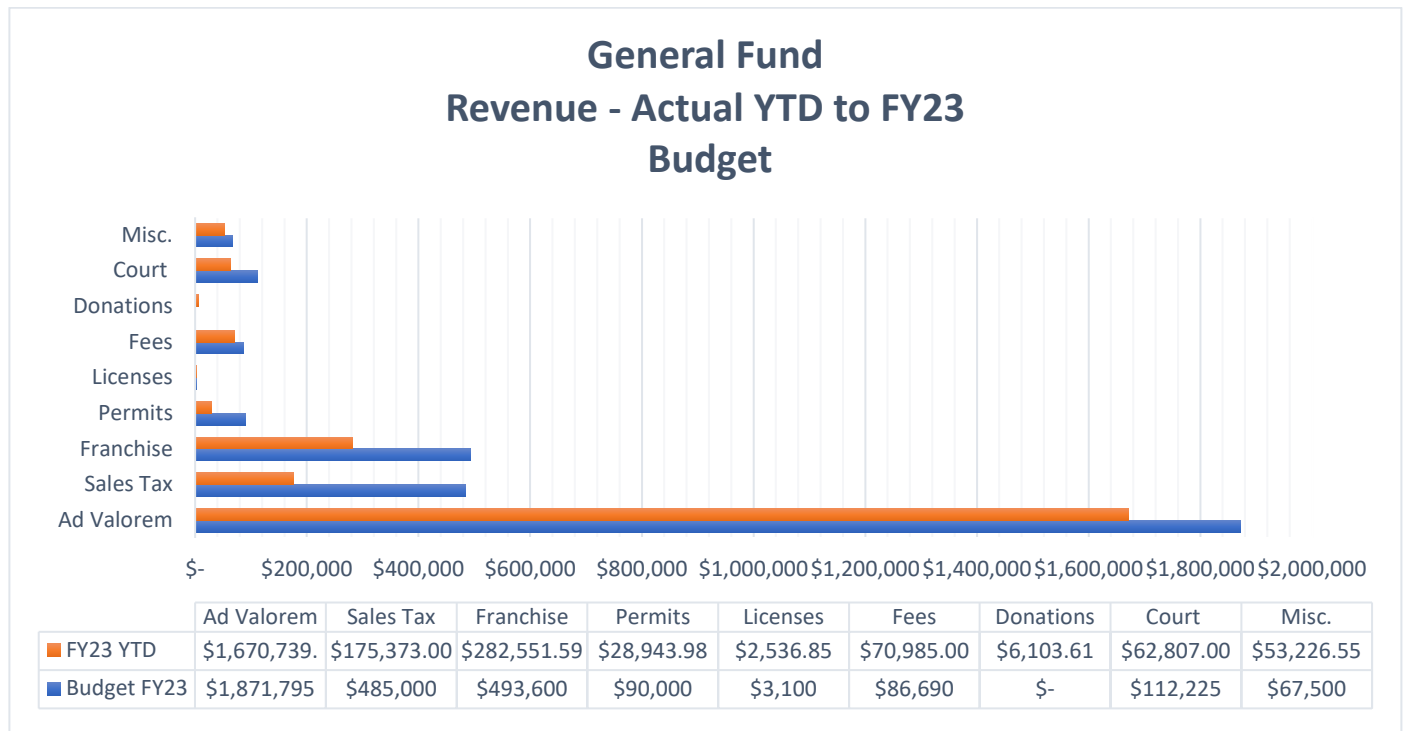
Revenue

Ad Valorem Tax received for February totals \$123.5k YTD collections total \$1,377.7k or 90% of the FY23 budget of \$1.871k

Sale Tax Revenue received during the month of February \$41.6K for FY23. YTD totals \$175.3k or 36% of the \$485k budgeted for FY23.

Annual Building Permits revenue totals \$28.2k or 31% of the \$90k budgeted for FY23.

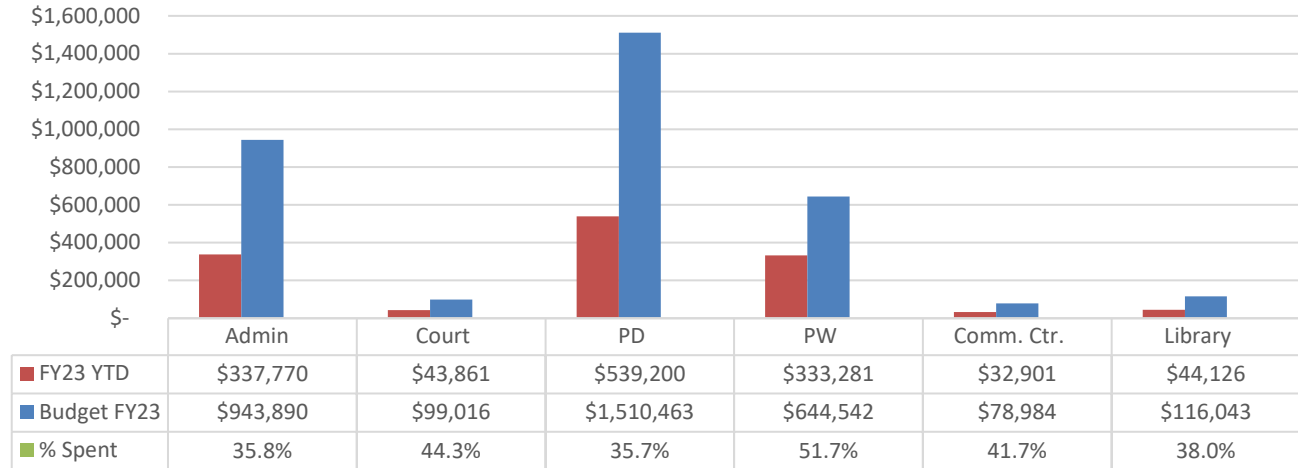
Trash Collections YTD total \$34.0k or 41% of the \$82k budgeted for FY23.



Expenditures

All departments are operating within the FY23 budget.

General Fund Expenditures - Actual YTD to FY23 Budget



WATER FUND

Meters

Current meters for February 2023 total 1687 vs 1678 for February 2022.

Cash

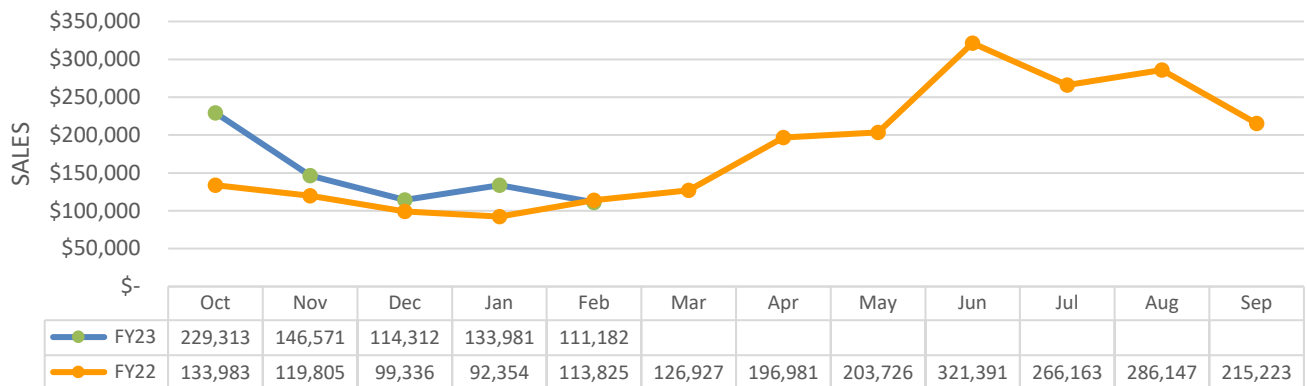
Total available funds as of February 28, 2023, are \$1,461.9k.

Revenue

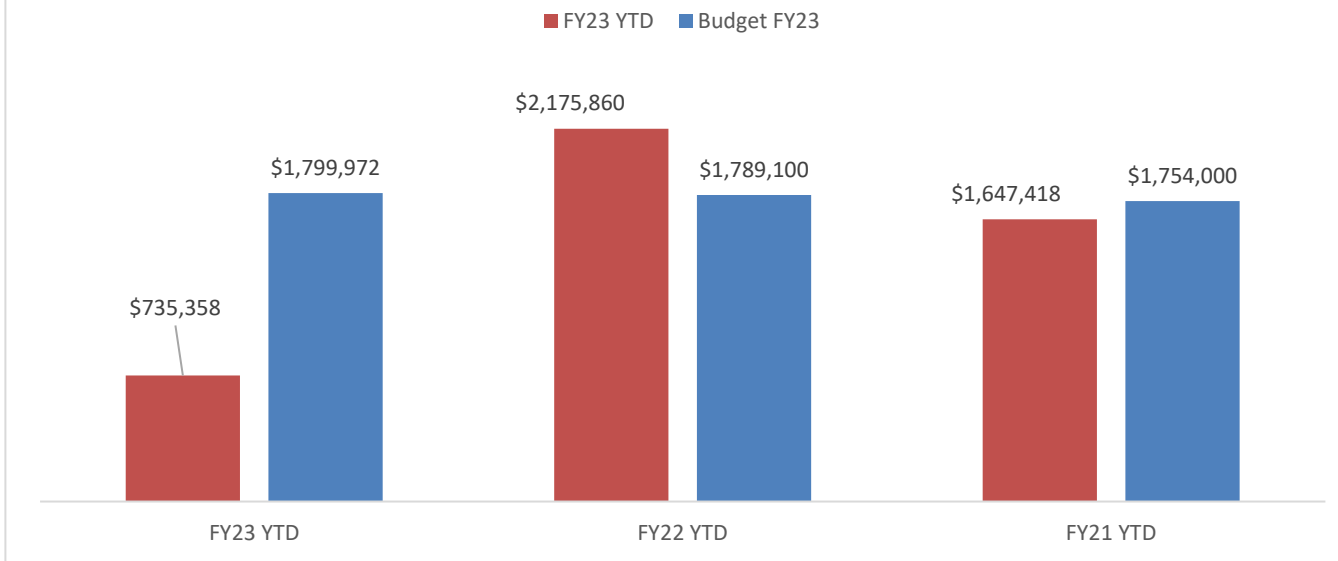
Revenue YTD totals \$796.9k or 41.8% of the \$1,906.5k budgeted for FY23. Total revenue for the same period last year was \$600.1k.

Water Sales for the month total \$111.2k. YTD water sales total \$735.4k or 40.85% of the \$1,799.9k budgeted for FY23.

WATER SALES - FY23 VS FY22 VARIANCE \$



Water Sales Actual vs Budget

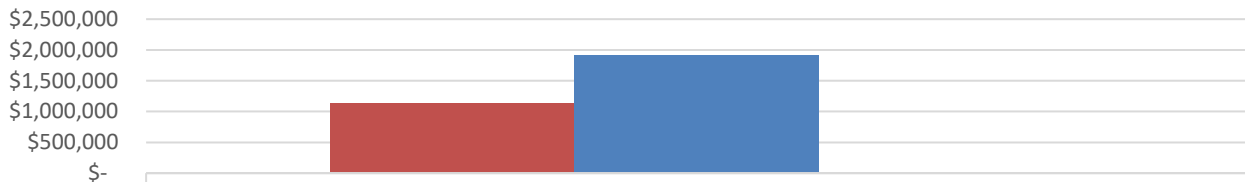


Meter installation revenue YTD totals \$3.97k or 39.75% of the \$10k budgeted for FY23.

Expenditures

Expenditure for the month total \$749.9k YTD expenditures for FY23 total \$1,135.0k 59.5% of the \$1,906.5k budget. Bond principal and interest payments were made in February 2023.

Water Expenditures - Actual YTD vs FY23 Budget



	Water
FY23 YTD	\$1,135,018
FY23 Budget	\$1,906,572
% Spent	41.8%

Interest & Sinking Fund

Revenue

Ad Valorem Tax collections YTD total \$651.1K of the \$664k budgeted for FY23.

Expenditures

Bond principal and interest payments were made in February 2023.

Capital Improvements Fund – (all accounts are restricted)

Cash Balance

Water Impact Fee Balance is \$174.5K.

Street Impact Balance is \$60.4k.

American Recovery Acct. Balance is \$1,020.9k.

SIB Loan (TXDOT) Acct. Balance is \$495.7k.

Revenue

No new revenue to report.

Asset Seizure Fund

Cash Balance

The Restricted Fund Balance is \$130.9k.

Revenue

New revenues to report \$29.0k.

Expenditures

New expenditure to report \$864.

Summary

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

INSTRUCTION

Chase Green

REQUESTED BY: Finance
DEPARTMENT NAME

SIGNATURE OF DEPARTMENT HEAD

HEREBY REQUEST DESTRUCTION OF THE RECORDS CORRECTLY LISTED BELOW. THE RECORDS WERE REVIEWED FOR HISTORICAL SIGNIFICANCE AND ANY FOUND HAVE BEEN TURNED OVER THE TO THERECORDS MANAGEMENT OFFICE.

X	THE RECORDS HAVE EXCEEDED THE REQUIRED RETENTION PERIOD STIPULATED BY THE DEPARTMENT'S RECORDS RETENTION SCHEDULE AND DO NOT NEED ADDITIONAL RETENTION.
---	---

X	THE RECORDS HAVE BEEN PRESERVED IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 204, AND THE RULES ADOPTED UNDER IT.
---	--

<u>TRACKING #</u>	<u>RECORD SERIES #</u>	<u>RETENTION PERIOD</u>	<u>DESCRIPTION</u>	<u>DESTRUCTION DATE</u>
MISC.	GR1025-30a	FE + 3 years	FY18 Cash Collection Rpts	4/8/2023
MISC.	GR1025-30a	FE + 3 years	FY19 Cash Collection Rpts	4/8/2023
MISC.	GR1025-28	FE + 5 years	FY16 Bank Statements/Financial Reports	4/8/2023
MISC.	GR1025-28	FE + 5 years	FY17 & FY18 Bank Statements/Financial Reports	4/8/2023
MISC.	GR1025-52a	FE + 4 years	CY 2001 to 2015 Payroll Records - W2's Qtrly Reports	4/8/2023
MISC.	GR1025-32a GR1025-32b	CE + 5 years	CY 1995 - 2016 Worker's Comp Claim Records	4/8/2023
MISC.	GR1025-28	FE + 5 years	FY 16 Check Register & Voided Checks	4/8/2023
MISC.	GR1025-30a	FE + 5 years	FY 18 Journal Entries	4/8/2023
MISC.	GR 1050-52a &56	4 years	FY18 PR/Timesheets	4/8/2023

APPROVAL OF THE RECORDS MANAGEMENT COMMITTEE, FOR THE DESTRUCTION OF THESE RECORDS HAS BEEN RECEIVED THIS DATE 03/09/23.

AND EVIDENCED BY THEIR SIGNATURES BELOW:

Nancy Cain
CITY ADMINISTRATOR


CHIEF OF POLICE

Martin Green
CITY SECRETARY

MAYOR

DATE APPROVED BY CITY COUNCIL

REQUEST FOR AUTHORITY TO DESTROY AND CERTIFICATION OF DESTRUCTION

DATE:

3/9/2023

REQUESTED BY:

Police Department

DEPARTMENT NAME


SIGNATURE OF DEPARTMENT HEAD

HEREBY REQUEST DESTRUCTION OF THE RECORDS CORRECTLY LISTED BELOW. THE RECORDS WERE REVIEWED FOR HISTORICAL SIGNIFICANCE AND ANY FOUND HAVE BEEN TURNED OVER THE TO THERECORDS MANAGEMENT OFFICE.

☒ X

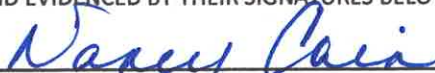
THE RECORDS HAVE EXCEEDED THE REQUIRED RETENTION PERIOD STIPULATED BY THE DEPARTMENT'S RECORDS RETENTION SCHEDULE AND DO NOT NEED ADDITIONAL RETENTION.

☒ X

THE RECORDS HAVE BEEN PRESERVED IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 204, AND THE RULES ADOPTED UNDER IT.

TRACKING #	RECORD SERIES #	RETENTION PERIOD	DESCRIPTION	DESTRUCTION DATE
n/a	3.1.001	2 yrs from submission	Applications for Employment- Not hired	1/1/2023
n/a	PS4125-01	2yrs (we maintain digital copy)	Paper copy of Activity Reports for 2022	1/1/2023

APPROVAL OF THE RECORDS MANAGEMENT COMMITTEE, FOR THE DESTRUCTION OF THESE RECORDS HAS BEEN RECEIVED THIS DATE 01/21/2022 AND EVIDENCED BY THEIR SIGNATURES BELOW:


CITY ADMINISTRATOR


CHIEF OF POLICE


CITY SECRETARY

MAYOR

DATE APPROVED BY CITY COUNCIL

REQUEST FOR AUTHORITY TO DESTROY AND CERTIFICATION OF DESTRUCTION

DATE: 3/17/2023

REQUESTED BY: Municipal Court
DEPARTMENT NAME

Maria Gpenny
SIGNATURE OF DEPARTMENT HEAD

HEREBY REQUEST DESTRUCTION OF THE RECORDS CORRECTLY LISTED BELOW. THE RECORDS WERE REVIEWED FOR HISTORICAL SIGNIFICANCE AND ANY FOUND HAVE BEEN TURNED OVER THE TO THERECORDS MANAGEMENT OFFICE.

☒ THE RECORDS HAVE EXCEEDED THE REQUIRED RETENTION PERIOD STIPULATED BY THE DEPARTMENT'S RECORDS RETENTION SCHEDULE AND DO NOT NEED ADDITIONAL RETENTION.

☒ THE RECORDS HAVE BEEN PRESERVED IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 204, AND THE RULES ADOPTED UNDER IT.

TRACKING #	RECORD SERIES #	RETENTION PERIOD	DESCRIPTION	DESTRUCTION DATE
FY17 (6 boxes)	LC2350-06b	5 years	Municipal Court Closed Cases Fiscal Year 2017 (A-Z)	4/8/2023

APPROVAL OF THE RECORDS MANAGEMENT COMMITTEE, FOR THE DESTRUCTION OF THESE RECORDS HAS BEEN RECEIVED THIS DATE **03/17/2023** AND EVIDENCED BY THEIR SIGNATURES BELOW:

Nancy Cain
CITY ADMINISTRATOR

Ron Eldred
CHIEF OF POLICE

Maria Gpenny
CITY SECRETARY

MAYOR

DATE APPROVED BY CITY COUNCIL

REQUEST FOR AUTHORITY TO DESTROY AND CERTIFICATION OF DESTRUCTION

DATE: 3/17/2023

REQUESTED BY: City Secretary

DEPARTMENT NAME

Martin Gentry
SIGNATURE OF DEPARTMENT HEAD

HEREBY REQUEST DESTRUCTION OF THE RECORDS CORRECTLY LISTED BELOW. THE RECORDS WERE REVIEWED FOR HISTORICAL SIGNIFICANCE AND ANY FOUND HAVE BEEN TURNED OVER THE TO THERECORDS MANAGEMENT OFFICE.

☒ THE RECORDS HAVE EXCEEDED THE REQUIRED RETENTION PERIOD STIPULATED BY THE DEPARTMENT'S RECORDS RETENTION SCHEDULE AND DO NOT NEED ADDITIONAL RETENTION.

☒ THE RECORDS HAVE BEEN PRESERVED IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 204, AND THE RULES ADOPTED UNDER IT.

TRACKING #	RECORD SERIES #	RETENTION PERIOD	DESCRIPTION	DESTRUCTION DATE
Misc.	GR1000-26c	AV	Routine Correspondence (Emails)	4/8/2023
Misc.	GR1000-34a	Date request withdrawn + 1 year	Withdrawn Open Records Requests for 2021	4/8/2023
Misc.	EL3125-01a	Date of Filing + 2 years	Campaign Finance Reports and Filings: Campaign contribution and expenditure statements for 2019 and 2020	4/8/2023
Misc.	EL3125-01b	2 years after appointment terminated	Campaign Finance Reports and Filings: Designations of campaign treasurers for 2018, 2019, and 2020	4/8/2023
Misc.	EL3125-02a	Election Day + 2 years	Candidacy Applications and Certifications: Applications for place on ballot for 2019 and 2020	4/8/2023

APPROVAL OF THE RECORDS MANAGEMENT COMMITTEE, FOR THE DESTRUCTION OF THESE RECORDS HAS BEEN RECEIVED THIS DATE **3/17/2023** AND EVIDENCED BY THEIR SIGNATURES BELOW:

Nancy Cain
CITY ADMINISTRATOR

P. Elliott
CHIEF OF POLICE

Martin Gentry
CITY SECRETARY

MAYOR

DATE APPROVED BY CITY COUNCIL

City Secretary

From: Joseph Haltaman
Sent: Tuesday, March 7, 2023 8:42 PM
To:
Cc: City Secretary
Subject: [EXTERNAL] Moving in April

Chair Mueller,

I just wanted to let you know that we are moving back to Alaska this April. I'll plan on attending this month's meeting, but I believe this will be the last meeting I attend.

Thanks!

Joe

> On Jul 15, 2022, at 9:48 AM, Joseph Haltaman wrote:
>
> Chair Mueller,
>
> Unfortunately, I will not be able to attend the July water commission meeting. I will be out of town that entire week.
>
> Thanks,
>
> Joe Haltaman
>

RESOLUTION NO. 499-042023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS (“CITY”) JOINING WITH THE STATE OF TEXAS AND POLITICAL SUBDIVISIONS OF THE STATE AS A PARTY IN THE TEXAS OPIOID SETTLEMENT AGREEMENTS SECURED BY THE OFFICE OF THE ATTORNEY GENERAL; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE SETTLEMENT PARTICIPATION FORMS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Garden Ridge, Texas, is a Type A general law municipal corporation formed and organized pursuant to the constitution and laws of the State of Texas; and

WHEREAS, the people of the State of Texas and its communities, including the City of Garden Ridge, have been harmed through the national and statewide epidemic caused by the sale, use, and distribution of opioids within the State of Texas; and

WHEREAS, the City has been provided information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and reckless marketing as well as fraudulent distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct, and misconduct have resulted in the death of many Texans and has resulted in the devastation of families and communities across the State; and

WHEREAS, local governments have been on the front lines of the opioid crisis, which has resulted in significant financial costs to them related to the expenditures and continuing costs for healthcare services, social services, law enforcement, and the criminal justice systems; and

WHEREAS, the State of Texas, through the Office of the Attorney General, entered settlements with pharmaceutical manufacturer Allergan and with pharmacies CVS, Walgreens, and Walmart; and

WHEREAS, participating in the settlements increases the State of Texas’ opportunity to maximize its share of opioid settlement funds and will provide a method to ensure that needed resources reach communities once all negotiations are finalized; and

WHEREAS, the City Council finds and determines that it is in the best interest of the health, safety, and welfare of the City to participate in the settlements through the Office of the Attorney General for the State of Texas.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute the Subdivision Participation Forms, attached hereto as Exhibit “A”, and incorporated herein for all purposes and further authorizes the City Administrator to take any additional actions necessary to implement the intent of this Resolution.

SECTION 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

SECTION 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED ON this 5th day of April, 2023.

Robb Erickson
Mayor

ATTEST:

Marisa Spencer
City Secretary

APPROVED AS TO FORM:

Denton Navarro Rocha Bernal & Zech, P.C.

City of Garden Ridge
Resolution No. 499-042023
Exhibit "A"

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



RESOLUTION NO. 500-042023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS, SUSPENDING THE CENTERPOINT ENERGY 2023 ANNUAL GRIP ADJUSTMENT FOR THE SOUTH TEXAS DIVISION IN THE CITY OF GARDEN RIDGE FOR A PERIOD OF FORTY-FIVE (45) DAYS FROM MAY 1, 2023.

WHEREAS, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (“CenterPoint” or the “Company”) has filed for a Gas Reliability Infrastructure Program (GRIP) interim rate adjustment for their South Texas Division which includes the City of Garden Ridge; and

WHEREAS, the GRIP interim rate adjustment will increase the rates for natural gas service customers located in the City of Garden Ridge; and

WHEREAS, the GRIP interim rate adjustment will become effective on May 1, 2023, unless the City of Garden Ridge suspends the date for a period of no longer than forty-five (45) days and such rate will remain in effect until superseded by the effective date of Company’s next annual GRIP adjustment or the issuance of a final order in a rate setting proceeding for the South Texas Division of CenterPoint Energy.

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

The City Council of the City of Garden Ridge, Texas, suspends the CenterPoint Energy 2023 Annual Gas Reliability Infrastructure Program (GRIP) interim rate adjustment for a period of forty-five (45) days for natural gas customers located in the City of Garden Ridge.

PASSED AND APPROVED ON this 5th day of April, 2023.

Robb Erickson
Mayor

ATTEST:

Marisa Spencer
City Secretary



March 2, 2023

CenterPoint Energy
1111 Louisiana Street
Houston, TX 77002-5231
P.O. Box 2628
Houston, TX 77252-2628

Mayor and City Council
City of Garden Ridge
Garden Ridge, Texas

Hand-Delivered

Re: CenterPoint Energy 2023 Annual GRIP Adjustment for the South Texas Division

Dear Madam or Sir:

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint" or the "Company"), files the tariffs and supporting documents in electronic form, with the City of Garden Ridge ("City") consistent with Section 7.7101 of the Railroad Commission of Texas ("Commission") Gas Services Division Rules and Section 104.301 of the Texas Utilities Code to establish the annual gas reliability infrastructure program ("GRIP") interim rate adjustment ("IRA") for the Company's South Texas Division, which includes the City. The proposed IRA will affect rates for natural gas service customers located in the City. Simultaneously with this filing, CenterPoint makes the same GRIP filing with the Commission for customers located in the City's environs and cities of the South Texas Division that have ceded original jurisdiction to the Commission.

CenterPoint consistently supplies its customers in the South Texas Division with safe and dependable natural gas service by prudently investing in additions and upgrades to its delivery system. The Company will continue to prudently invest in its infrastructure in order to improve its natural gas service to its customers and to anticipate and meet their needs under all operating conditions. The GRIP program enables a gas utility such as CenterPoint to begin recovery of its incremental capital investment in the system, subject to a prudence review in its next rate case. This reduces regulatory lag and incentivizes needed investment. Consistent with Section 104.301 of the Texas Utilities Code and Commission precedent, the City's review of this GRIP filing is limited to a ministerial review to ensure compliance with the GRIP statute.

Pursuant to applicable law, the proposed IRA will become effective on May 1, 2023, unless the City suspends that date for a period of no longer than forty-five (45) days. The approved IRA will be applied to the monthly customer charge and will remain in effect until superseded by the earlier of (1) the effective date of the Company's next annual GRIP adjustment for the South Texas Division; or (2) the issuance of a final order in a rate setting proceeding for the South Texas Division.

As detailed in the attached schedules and supporting material, the Company invested \$68,292,974 in its South Texas Division in calendar year 2022, and the applicable IRA is:

Rate Schedule	Current Customer Charge	Proposed 2023 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2097-I-GRIP 2023; R-2097-U-GRIP 2023 Residential	\$27.03 per customer per month	\$3.72 per customer per month	\$30.75 per customer per month	\$3.72 per customer per month
GSS-2097-I-GRIP 2023; GSS-2097-U-GRIP 2023 General Service Small	\$41.42 per customer per month	\$7.51 per customer per month	\$48.93 per customer per month	\$7.51 per customer per month
GSLV-628-I-GRIP 2023; GSLV-628-U-GRIP 2023 General Service Large Volume	\$210.33 per customer per month	\$59.85 per customer per month	\$270.18 per customer per month	\$59.85 per customer per month

Along with and in support of the proposed IRA, CenterPoint includes the following:

- (a) An earnings monitoring report showing the Company's earnings for the South Texas Division during the 2022 calendar year (under the "Earnings Monitoring Report" section of the enclosed filing).
- (b) An Interim Rate Adjustment Application containing accounting schedules and project reports for the GRIP Adjustment Period including a description of (i) the projects undertaken during the GRIP Adjustment Period (ii) the investment to provide utility service in the South Texas Division, which were both completed and placed in service during the GRIP Adjustment Period, (iii) the Company's prior utility investments in the South Texas Division that were either retired or abandoned during the GRIP Adjustment Period, and (iv) the cost, need and customers benefited by those investments and retirements located in IRAs 12, 13, 14 and 15 which are voluminous and are being provided in electronic form only.
- (c) The Company's calculations of the GRIP Adjustment amount to go into effect on the later of the Planned Effective Date or the end of any suspension period imposed (under the "Interim Rate Adjustment Application" section of the enclosed filing).
- (d) Affidavits by Kara Gostenhofer Ryan, Kimberly Middleton and Tal R. Centers, Jr. (under the "Affidavits" section of the enclosed filing).
 - Ms. Ryan's affidavit verifies (i) that the South Texas Division's books and records are kept in accordance with the rules of the Commission and (ii) that the reports enclosed accurately reflect the

South Texas Division's books and records related to the information in those reports.

- Ms. Middleton's affidavit verifies the notice of the GRIP filing through customer bill inserts.
- Mr. Centers' affidavit concerns the reimbursement of relocation expenses.

In addition, the source documentation and workpapers supporting the data and calculations contained in the foregoing reports is maintained in CenterPoint's electronic databases which are available for review. To schedule an opportunity to review the electronic databases or any hard copy project files related to the new investment or retirements, please contact me at (713) 207-5946.

Notice of this proceeding will be provided to affected customers in the South Texas Division by bill insert or by separate mailing within 45 days after the date of this filing in accordance with the applicable law.

Please accept for filing the above-mentioned tariffs, filing package and enclosures and return the enclosed copy of this letter with your file mark thereon to acknowledge such filings for our records. Instead of a binder with a hard copy of the filing, the Company has provided the equivalent in electronic form in the folder called Electronic Copy of Filing.

Although only the incorporated tariffs are applicable to the City, the Company has also included in its filing package both incorporated and unincorporated tariffs.

If the City takes any action regarding this filing, please send signed documents, such as, ordinances, resolutions and minutes to the following address:

Keith L. Wall
1111 Louisiana Street
CNP Tower 19th Floor
Houston, Texas 77002

Please do not hesitate to contact me with any questions you may have regarding this filing.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith L. Wall", written in a cursive style.

Keith L. Wall
Director of Regulatory Affairs

City Secretary

From: City Administrator
Sent: Thursday, March 23, 2023 11:56 AM
To: City Secretary
Subject: FW: Praise for Drew

Please place in Council packet for my report. If we don't have the item in the April agenda then May is fine.



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

From: Councilpl5 <Councilpl5@ci.garden-ridge.tx.us>
Sent: Thursday, March 23, 2023 10:53 AM
To: Mayor <Mayor@ci.garden-ridge.tx.us>; City Administrator <administrator@ci.garden-ridge.tx.us>
Subject: Praise for Drew

I wanted to express my "thanks" to Drew for his help offloading some fragile items for me during one of the March Dumpster Weekends.

He was, as always, friendly and helpful.

Sincerely,

Kay Bower
Councilmember Place 5

Garden Ridge Community and Event Center
Monthly Report
March 1st thru March 31st,2023

Utilization (by Days)

FY 22-23	FY 21-22	FY 22-23	FY 21-22
(Current Month)	(Current Month)	(Year to Date)	(Year to Date)
30	22	151	271

Wildflower (Booked Current Month)	Bluebonnet (Booked Current Month)
18	12

Category Count (by Events)	(Current Month)	(Year to Date)
1. Resident / Non-Resident	9	29
2. City Chartered Non-Profit Organizations	4	19
3. Non-Profit Service Organizations	5	40
4. Non-Profit Associations	9	41
5. City Use	3	22



City of Garden Ridge

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

City Secretary Monthly Activity Report Reporting Period: March 2023

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, April 7th.
- After hours emergency phone number: 210-651-6831.

First Friday

- Join the Mayor and City Council at Paul Davis Park on Friday, April 14th, from 5:30pm to 7:30pm for fun and conversation! There will be live music by our very own resident Paul Duke and DHS Seniors will be cooking hamburgers and hotdogs!

City of Garden Ridge Special Election

- The sample ballot can be found on the Elections page on the City's Website.
- A Town Hall Meeting discussing the Charter will be held at City Hall on Tuesday, April 11th at 6pm.
- Early Voting: 8am-6pm on Monday April 24th-Friday April 28th, 10am-4pm on Saturday April 29th, and 7am-7pm on Monday May 1st-Tuesday May 2nd. Election Day: 7am-7pm on Saturday May 6th.
- Additional information is available on the City's website or scan the QR code below to learn more.

Shred Day

- The Suzanne Kuntz Real Estate Team will be sponsoring a Shred Event for Garden Ridge residents on Saturday, April 8th, from 10am-1pm at the Community and Event Center Drive Through. This event is open to Garden Ridge residents only, proof of residency will be required. Commercial businesses will not be allowed. NO binders/binder clips of any size and NO wet documents.

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. Go to the City's website and click on the "Emergency Alerts" graphic button on the homepage to SIGN UP/MODIFY your communication preferences.

Notify Me: Stay up-to-date with general news and information from the City by subscribing to Notify Me email and text notifications. By signing up, you can receive automatic notifications for agenda postings, calendar events, general announcements, and other website updates. Go to the City's website and click on the "Emergency Alerts" graphic button on the homepage to SIGN UP/MODIFY your communication preferences.

Streaming of Meetings: City Council - 170 views

Public Information Act Summary	
Year	Number of Requests
2023	28
2022	166
2021	146
2020	207
2019	276
2018	225

Scan QR code for
Home Rule and
City Charter FAQs





POLICE DEPARTMENT MONTHLY BREAKDOWN

March 1 to March 31

Calls for Service

Dispatched: 117 City Ordinance: 18 (Water 3) Total: 135 False Alarms: 9

Arrests

- * 1 – Outstanding warrant for Possession of a Controlled Substance
- * 1 – Possession of a Controlled Substance, Enhanced
- * 1 – Interference with Public Duties
- * 1 – Falsification of Drug Test Results

Traffic Enforcement

Crashes: 2 Citations: 130 Warnings: 95 Total: 225

Training / Certifications

- * Sgt Osborn: Legislative Updates
- * Sgt Thoemke: Anti Bias Training, Active Shooter Recognition and Response
- * Ofc Valdez: Ethics for Law Enforcement, Law Enforcement and the Elderly
- * Ofc McMahan: Standardized Field Sobriety Testing Instructor

Outreach Efforts

- * GRCPAAA Volunteer hours: 96.5
- * Garden Ridge Citizens Police Academy had a great time. Graduation on 4 April
- * Coffee with the Cops (Monthly)

Administrative Comments

- * WatchGuard video server install complete and running
- * Ofc. Abbracciamento in phase 3 of FTO
- * Recruiting efforts still underway for two more patrol slots



City of Garden Ridge

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

MONTHLY PUBLIC WORKS REPORT

March, 2023

Activities for the month

Public Works Tasks Completed: 580

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

May Dumpster
Schedule

May 6th. & 7th.

May 13th. & 14th.

May 20th. & 21st.

May 27th. & 28th.

Storm Water Drainage Facility and Easement Maintenance

- Inspected 10 outfalls.
- Inspected 18 detention ponds.
- Stormwater public outreach: 2 message displayed on FM 2252 sign.
- Trash removed from Right of ways by volunteers: 25 lbs.
- Trash removed by city employees: 103 lbs.
- Rain fall total : 1.85 in.

Street Maintenance

- Replaced delineator pole on Woodland Cove.
- Replace No Thru Truck sign on Naco Loop.

Parks Maintenance

- Privacy Fence Slates instillation completed.
- New soccer goal nets installed.
- Drag the ballfield twice.

City Facility/Property Maintenance

- Community Center carpet cleaned.

City Vehicles

- Old leak truck and flat bed chassis sold on GovDeals and picked up.
- Old small dump sold and is waiting for payment and pick up.
- Old leak truck running \$3,005.00, old flatbed not running \$1,301.00, old small dump running \$6,000.00
- Old leak truck went to Houston, old flatbed went to Alabama, old dump is a local buyer.

Equipment Maintenance

- Repaired small bobcat tire.
- Public Works Generator instillation completed.

Oak Wilt

- Purposed trench was marked and is subject to adjustment.
- All signatures acquired and we are prepping packet for mailing.

Education

- Eric went to Animal Cruelty and Fighting Investigation Class.
- Steven took Water Technology Class.

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

- 12 deer carcasses were disposed of, which makes for the year 18.
 - 4 live trap loaned out this month, 6 trap loaned out year-to-date .
 - 205 registered/reregistered animals for the year.
 - 0 Nuisance complaints received.
 - 0 Animal reported bites.
- 

Adoptions

- 0 Dog; 1 year-to-date.
- 0 Cats; 2 year-to-date.

Returned to Owners

- 3 Dogs; 11 year-to-date.
- 0 Cats; 0 year-to-date.

Transferred to other agencies

- 0 Dogs for month; 2 year-to-date.
- 0 Cats for month; 5 year-to-date.

Currently in City Care

- 2 Dog; 0 Puppies: 2 Cats:



Year to Date Wildlife Report

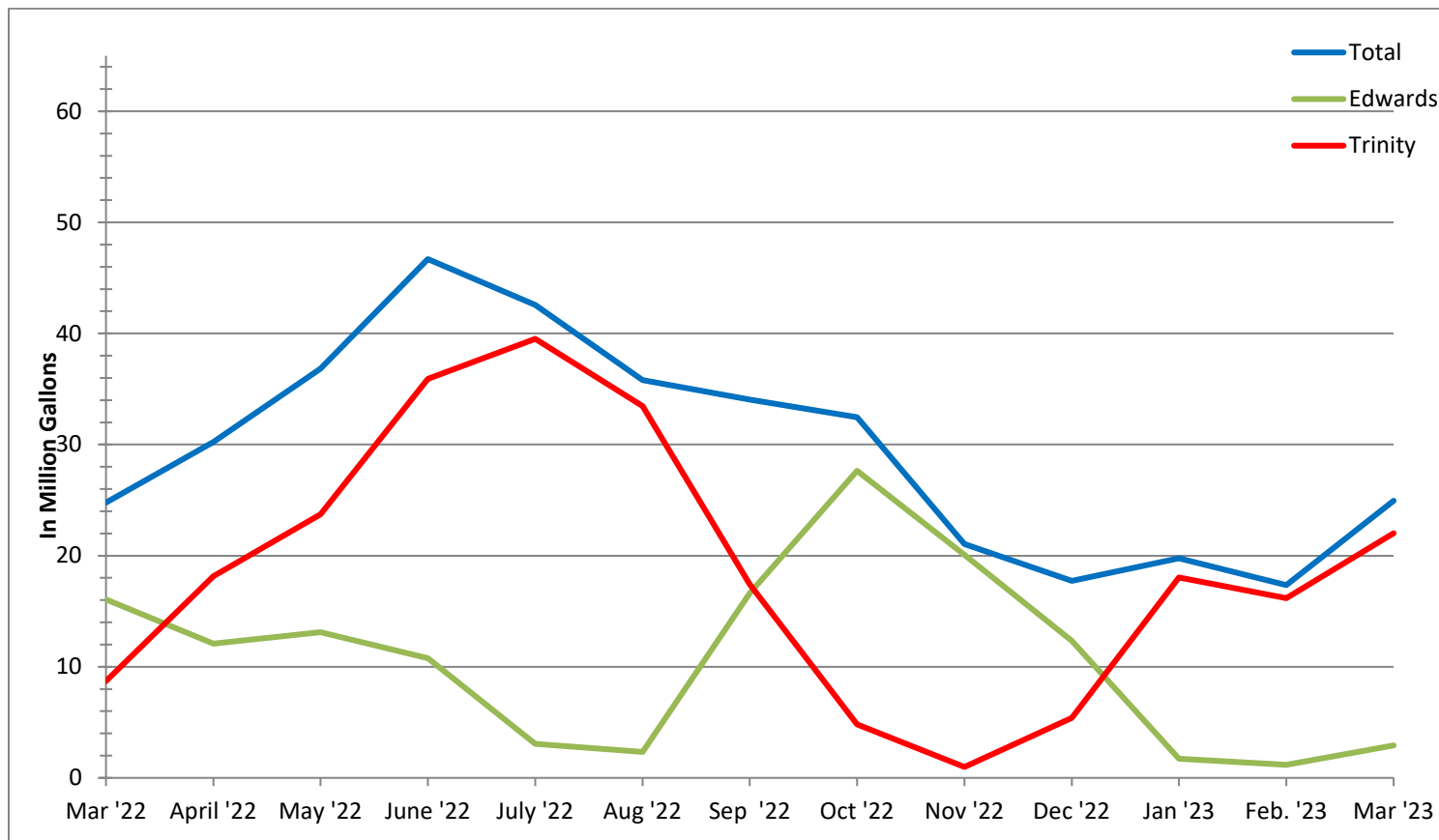
[illegible]



Utilities Department Report

As of March 31, 2023

City of Garden Ridge Aquifer Usage

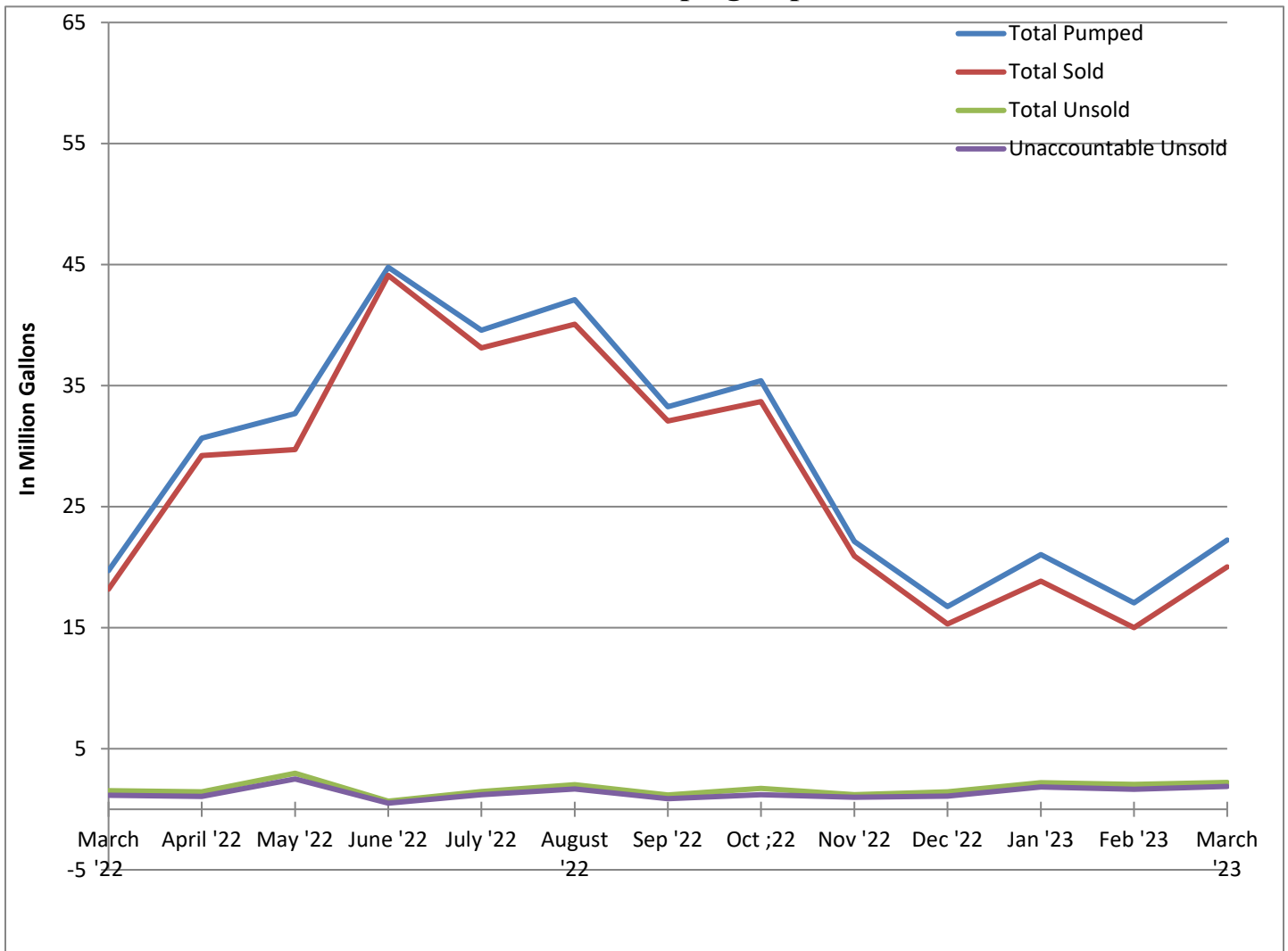


	Month:	Year:	Available:	Stage:
Edwards Well Usage AC/FT:	8.94	17.81	579.1	3
Trinity Well Usage AC/FT:	67.57	172.57	N/A	0

Water Quality

Backteriological Samples	Due :	Missed:	Passed:	Failed:
Distribution Samples :	6	0	6	0
Speacial Samples :	0	0	0	0
Chlorine Residual Test:	31	0	31	0

2022 – 2023 Pumping Report



	Total Pumped (Thousands)	Total Sold (Thousands)	Total Unsold (Thousands)	Unaccountable Unsold (Thousands)	Unaccountable Unsold %
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%
Dec '22	16,749	15,305	1,444	1,094	6.5%
Jan '23	21,033	18,840	2,193	1,843	8.8%
Feb '23	17,052	15,007	2,045	1,645	9.6%
Mar '23	22,232	20,020	2,212	1,895	8.5%
Yearly Average	29,296	27,329	2,163	1,360	5.3%

Utilities Department Monthly Activities:

New Installed Meters	0	Work Orders	347
Meter Replacements	0	Locates	37
City Owned Leaks	2	Irrigations Permits Issued	0
Meters Read	1699	Total Rebates	1
Meter Tests	0		

AMI Information

	Feb.	Mar.			Feb.	Mar.		
Total AMI Notifications	754	1047	⬆ 293	Abnormal Usage	120	224	⬆ 104	
Automatic Draft Customers	690	690	Same	Continuous Flow	110	93	⬇ 17	
AMI Customer Portal Profiles	749	752	⬆ 3	Leak Info Code	130	115	⬇ 15	
E-Billing Customers	400	399	⬇ 1	Usage Trend	36	96	⬆ 60	

Stage 2 restriction alerts

March alerts 519

Up 161 from February

*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	1	Waiting for Customer	2	Approved	1	Amount Approved	250	Denied	1	Sent to Water Commission	0
--------------	---	----------------------	---	----------	---	-----------------	-----	--------	---	--------------------------	---



Garden Ridge Library

Monthly Library Update

By Linda Crosland, Library Director

Volume VI, Issue 7

April 5, 2023

For leisure, for learning, for life!

Upcoming Activities for April

Children's Activities

Tuesdays, Lego Robotics , 3:15 PM

Wednesdays, Lego Club, 3:15 PM

Thursdays, Mad about Science, 3:15 PM,

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

Young Adults' Activities

4th Saturday, Young Adults, Gaming Un-
plugged, games and fellowship, 6:00-8:00 PM

Adults' Activities

1st Tuesdays, Cards for Troops, 1:00 PM

3rd Tuesdays, Card-making, 1:00 PM

Thursdays, Adult Coloring, 1:00 PM

Lunch-n-Learn, Thursday, April 13, 12:00
Noon, "Bees and Pollinators" by Gabriel Stewart

National Library Week, April 23-29

The theme for 2023 is "There's More to the Story." As you have seen, libraries today are about so much more than just books with many activities and programs.

Love Your Library!!

**April 12 is D.E.A.R. Day—Drop Everything
And Read. Try it for 15 minutes that day!**

Department Statistics for March

Visits to the Library	1,143
Items Checked Out	2,326
\$ Saved by checking out hardcopy books during	\$ 8,818
\$ Saved by using Libby	\$10,050
New Patrons Added	10
New Items Added to Physical books	48
-Libby Books + Libby Advantage	171
-SimplyE	164
Volunteer Hours	153

Activity Statistics

Children's Preschool Storytime	158
Children's Lego Robotics & Regular Legos & Science Club	229
Young Adults Game Night	4
Comal Reads	68
Adult Classes—Coloring, Sodalís /Graceland Book club, crafts, Lunch-n-Learn	110

Activity Totals 569

**"My workout is reading in bed until
my arms hurt."**

WHY LIBRARIES ARE IMPORTANT

Libraries have played an instrumental role in human history and are still an integral part of our lives today. Here are just a few reasons why they're important.



1 ACCESS TO KNOWLEDGE

2.5 billion materials circulated in the U.S. annually, access to public computers, free Wifi, eBooks, interlibrary loans



2 ACTIVITIES FOR KIDS

Story time, tutoring, homework help, summer reading programs, science learning parties, 3D printing workshops



3 RESOURCES FOR SMALL BUSINESSES

Mentoring, business plan reviews, networking opportunities, marketing workshops, seminars

4 CENTERS OF ART AND CULTURE

Art and photo exhibitions for local artists, meet the author events, book clubs, preservation of local history, primary sources



**BEST OF ALL
LIBRARIES ARE FREE!**

WWW.RAYMONDGEDDES.COM





memorandum

To: Garden Ridge City Council
From: Trihydro Corporation
cc: Ms. Nancy Cain, City Administrator, City of Garden Ridge
Date: March 27, 2023
Re: Engineering Report for April 2023 Council Meeting

1. FM 2252 TxDOT Project

- Bid opening to occur April 5th
- Anticipated construction start date is May 31st.

2. City of Garden Ridge Sewer System

- Force main discharge
 - Revisited the utilization of City of Schertz sewer mains to serve the City

3. Land Development Projects

- Potential Developments: The City Engineer has responded to inquiries from developers regarding potential development projects along FM 2252.

ORDINANCE NO. 143-042023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS, GRANTING A ONE HUNDRED TWENTY (120) DAY EXTENSION OF AN EXISTING EXCLUSIVE FRANCHISE AGREEMENT KNOWN AS ORDINANCE NO. 143-012020 BETWEEN THE CITY OF GARDEN RIDGE AND BFI WASTE SERVICES OF TEXAS, LP/DBA REPUBLIC SERVICES OF SAN ANTONIO FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLING SERVICE WHICH EXPIRES ON MARCH 31, 2023 AND AUTHORIZING THE CITY ADMINISTRATOR TO CONTINUE NEGOTIATIONS AND DEVELOPMENT OF ON AN EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE TWO PARTIES DURING SAID EXTENSION PERIOD.

WHEREAS, the City of Garden Ridge has the responsibility to provide for the health and welfare of its citizens; and

WHEREAS, the City of Garden Ridge has granted to BFI Waste Services of Texas, LP/DBA Republic Services of San Antonio an exclusive agreement for the collection and disposal of solid waste and recycling services which expires on March 31, 2023, and

WHEREAS, the City of Garden Ridge and BFI Waste Services of Texas, LP/DBA Republic Services of San Antonio are in the process of negotiating and developing an exclusive agreement and it has been found that an extension not to exceed one hundred (120) days is necessary to complete an agreement, and

WHEREAS, it has been, and is, determined by the City of the City of Garden Ridge to be in the best interest and necessary to preserve and protect the public health of all citizens of said City.

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

SECTION 1. EXTENSION.

The exclusive franchise agreement between the City of Garden Ridge and Republic Services (Ordinance No. 143-012020 attached as Exhibit A) is extended for a period not to exceed one hundred twenty (120) days from the date of passage of this ordinance for the purpose of negotiation and development of an exclusive franchise agreement between the two parties. The City Administrator is authorized to continue negotiations and development of an exclusive franchise agreement between the City of Garden Ridge and BFI Waste Services of Texas, LP/DBA Republic Services of San Antonio. All conditions of Ordinance 143-012020 will remain in place during the 120-day extension period except as follows:

1. The City will pay to Contractor costs associated with pulls and replacement of roll-off containers utilized for disposal of brush, tree cuttings, yard waste, and bulky waste during the months of May and July for bulk dumpster events and for emergency waste removal, such as storm damage events.
2. The Contractor will no longer provide labor at bulk dumpster events emergency waste removal events.

3. The City and Contractor agree to include the rates for roll-off containers as set forth in the attached Exhibit B, attached hereto incorporated by reference.

SECTION 2. CUMULATIVE AND SAVINGS.

This Ordinance is cumulative of all provisions of ordinances of the City of Garden Ridge, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3. SEVERABILITY.

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

SECTION 4. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED ON this 5th day of April, 2023.

Robb Erickson, Mayor
City of Garden Ridge

ATTEST:

Marisa Spencer, City Secretary
City of Garden Ridge

Bill Rich, General Manager
BFI Waste Services of Texas, LP/
dba/Republic Services of San Antonio

ATTEST:

Tom Armstrong
Manager Municipal Services
BFI Waste Services of Texas, LP/
dba/Republic Services of San Antonio

Exhibit A

Exclusive Franchise Agreement
between the City of Garden Ridge and
Republic Services of San Antonio
(Ordinance No. 143-012020)

ORDINANCE NO. 143-012020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS, GRANTING AN EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY OF GARDEN RIDGE, TEXAS, AND BFI WASTE SERVICES OF TEXAS, LP/DBA/REPUBLIC SERVICES OF SAN ANTONIO FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLING SERVICE; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; SETTING FORTH GENERAL SPECIFICATIONS ESTABLISHING RATES FOR COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLING SERVICE; PROVIDING FOR ENFORCEMENT AND THE COLLECTION OF ESTABLISHED RATES; PROVIDING A PENALTY FOR VIOLATIONS OF THIS ORDINANCE OF A FINE OF NOT LESS THAN \$100.00 NOR MORE THAN \$500.00 AND MAKING EACH DAY A SEPARATE OFFENSE; PROVIDING A CUMULATIVE AND SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Garden Ridge has the responsibility to provide for the health and welfare of its citizens; and

WHEREAS, the City Council of the City of Garden Ridge has determined that it is in the public interest of said City and its citizens to grant an exclusive franchise to BFI Waste Services of Texas, LP/dba/Republic Services of San Antonio, to provide for the satisfactory and efficient collection, removal, and disposal of solid waste and recyclable materials so as to maintain safe and sanitary conditions within Garden Ridge; and

WHEREAS, it has been, and is, determined by the City Council of the City of Garden Ridge to be in the best interest and necessary to preserve and protect the public health of all citizens; and

WHEREAS, the City Council finds and determines that it is necessary to adopt an Ordinance granting an exclusive franchise agreement between the following parties to this Contract: the City of Garden Ridge, Texas (hereinafter called "City") and BFI Waste Services of Texas, LP/dba/Republic Services of San Antonio (hereinafter called "Contractor").

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

SECTION 1. GRANT OF AUTHORITY.

There is hereby granted by the City to Contractor the exclusive right and privilege to operate and maintain within the City of Garden Ridge a service for the collection and removal of garbage, trash, brush, and other items intended to be discarded, (hereinafter called "solid waste"), and recyclable materials. The right and privilege granted in this Contract for the purpose set forth above shall be exclusive and no other contractor, person, or corporation shall be permitted to engage in garbage collection or recycling service from residential, commercial or industrial generators, within the City during the term of this franchise.

SECTION 2. COMPLIANCE WITH LAWS AND ORDINANCES.

Contractor shall, at all times during the terms of this contract, be subject to all such reasonable regulations as the City may hereafter provide. In addition, Contractor shall observe all state and Federal laws, rules, and regulations relevant to collection, removal, and disposal of solid waste.

SECTION 3. DEFINITIONS.

For purposes of this Ordinance and Contract, the following terms, words, and the derivation thereof shall have the meaning given herein. All other terms have their usual and ordinary meaning.

Bags means plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag shall not exceed thirty-five (35) pounds.

Bulky Waste means stoves, refrigerators (freon must be removed), water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, brush, yard waste, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.

Bundle means tree, shrub, and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length and thirty-five (35) pounds in weight.

Commercial Container means metal receptacle designed to be lifted and emptied mechanically for use at Commercial and Industrial Units.

Commercial and Industrial Unit means all premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City, which is not a Residential Unit.

Construction Debris means waste building materials resulting from construction, remodeling, repair, or demolition operations.

Container means a receptacle with a capacity of greater than twenty (20) gallons, but less than thirty-five (35) gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight-fitting lid capable of preventing entrance into the containers by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed thirty-five (35) pounds.

Dead Animals means animals or portions thereof equal to or greater than twenty (20) pounds in weight that have expired from any cause, except those slaughtered or killed for human use. Farm and ranch animals are excluded.

Disposal Site means a refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals.

Garbage means any and all dead animals equal to or greater than twenty (20) pounds in weight except those slaughtered for human consumption and excluding farm and ranch animals; every accumulation of waste (animal, vegetation, household, and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay, or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or

vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste, animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, or Stable Matter.

Hazardous Waste means any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency or appropriate agency of the state to be “hazardous” as that term is defined by or pursuant to Federal or State law.

Producer means an occupant of a Residential Unit or Commercial Unit who generates refuse.

Recyclable Material means any and all materials as the parties may agree in writing (i.e., newspaper, glass, aluminum cans, and plastic).

Recycling Container means a rigid plastic container with a capacity of approximately eighteen (18) gallons used to facilitate curbside recycling.

Refuse refers to Residential Refuse and Bulky Waste, Construction Debris, and Stable Matter generated at a Residential Unit unless the context otherwise requires.

Residential Refuse means all garbage and rubbish generated by a producer at a Residential Unit.

Residential Unit means a dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than one family. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

Rubbish means all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees, or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packing or wrapping crockery and glass, ashes cinders, floor sweepings, glass mineral or metallic substances, and any and all other waste materials not included in the definitions of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste, or Stable Matter.

Stable Matter means all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

SECTION 4. RESPONSIBILITIES OF CONTRACTOR.

- a) Hold Harmless: The Contractor will indemnify, save harmless, defend and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees incident to any work done in the performance of this Contract, arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees; provided however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

- b) Insurance: The Contractor shall at all times during the Contract maintain in full force and affect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage as provided for herein. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The coverages may be provided by the Contractor's parent corporation and the City shall be named as an "additional insured". The certificates shall contain the following express obligation:

This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000
Excess Umbrella Liability	\$1,000,000 each occurrence
Bodily Injury Liability (Except Automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability (Except Automobile)	\$1,000,000 each occurrence \$1,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence

- c) Licenses: The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) necessary to perform the services required of Contractor by this Ordinance.
- d) Equipment: The Contractor shall maintain and operate its collection system and equipment in order to render competent and efficient service subject to the terms of this Contract. All equipment, including motor vehicles and trucks necessary for the performance of this franchise, shall be in good condition and repair. The trucks used in collection of garbage shall be all metal, with completely enclosed "packer" type bodies that are designed and manufactured for the collection of garbage and rubbish. Said collection vehicles shall be painted and numbered and shall have Contractor's name and telephone number painted in letters of a contrasting color on each side of the vehicle in a size and type so as to be easily readable from a distance of fifty (50) feet. All vehicles shall be kept in a clean and sanitary condition and shall be cleaned inside and outside at least once each week. Contractor shall furnish the City with a list of the type, model, and age of the equipment to be utilized for servicing Garden Ridge. A standby vehicle shall always be available.

SECTION 5. SERVICE REQUIRED OF CONTRACTOR.

The Contractor shall provide, at a minimum, the following services within the corporate limits of the City of Garden Ridge, Texas.

- a) **Residential Service:** Contractor shall provide collection service for the collection of residential garbage (except bulky waste) to each Residential Unit two (2) times per week on either Monday and Thursday or Tuesday and Friday depending upon location of residence. Such collection services must be provided between the hours of 7:00 a.m. and 8:00 p.m.

Contractor will furnish curbside pickup of grass, leaves, and other similar residential yard grown refuse on regular pickup days placed in plastic bags not exceeding thirty-five (35) pounds in weight or placed in garbage cans. Trees, brush, shrubbery and the like to be picked up with garbage, subject to the quantity limitations hereinabove set forth, shall be cut and tied in bundles of not more than four (4) feet in length and thirty-five (35) pounds in weight each, if the same is not placed in garbage cans.

Contractor will furnish curbside pickup of recyclable material one day each week on the second pickup day of the week depending on the section of city residence is located. A schedule indicating each date of recycling pickup for the calendar year will be determined and agreed upon by the City and the Contractor prior to the beginning of the new calendar year. The City shall distribute the recycling calendar to all residents of the City.

Contractor will provide a Contractor-owned eighteen (18) gallon recycling bin to each residence. All proceeds from the marketing of recyclables will be returned to the City. Residents shall not be limited to recycle what the bin will hold. The resident may place additional recyclable material beside the recycling bin in a garbage can or in bags and must be designated as recyclable material. Recyclable material will include newspaper, aluminum, tin, plastic, and glass. The Contractor will provide the City with a list of allowable recyclable materials annually and must provide an updated list of recyclable materials as deletions or additions are made to the list of recyclables. Contractor shall pickup curbside recyclables, with the exception that citizens may participate in other governmental sponsored recycle activities.

In the event that a resident may desire pickup of excessive or unusual items, or service not contemplated by the Ordinance, such resident should make independent arrangements with the Contractor. Contractor shall have no obligation whatsoever to collect Hazardous Waste, Infectious Waste, or Special Waste.

A schedule of costs for residential solid waste collection and recycling are attached as **Exhibit A.**

- b) **Commercial Service:** All commercial establishments and business operations in the City are required to have solid waste collection and disposal service. Commercial service is available for either “hand pickup” or by commercial or industrial containers. All commercial or industrial containers will be supplied by the Contractor. Each commercial establishment and business operation are responsible for ensuring that the size of container and number of times of service are adequate to meet the solid waste collection needs of the business and to ensure that no “overflow” situations occur.

The schedule of costs for commercial hand pickups, commercial or industrial containers for solid waste collection for commercial, and business operations in the City are attached as **Exhibit A**.

- c) Construction Debris: Debris from lot clearing and construction operations, rock, brush, tree limbs, waste, scrap, building materials, or other trash resulting from construction or major remodeling, resulting from a general cleanup of vacant or improved property just prior to its occupancy, or resulting from sizeable amounts of trees, brush, and debris cleared from property in preparation for construction, or the remodeling of residence, will not be removed as a part of a regular service. Builders/contractors must contract with for collection and disposal of construction debris. Collection and disposal of construction debris is not included as part of the exclusive grant of authority to the Contractor under this agreement.
- d) Other Provisions:
 - 1. Contractor shall have the responsibility of the disposal of all refuse and garbage collected under this agreement and all of said materials shall be disposed of in compliance with the laws of the Federal Government and State of Texas and/or the rules, regulations and standards established or to be established by the Federal Government and the Texas Commission on Environmental Quality.
 - 2. Contractor will provide removal of dead animals (regardless of weight or size) from the right-of-way without charge to the City. Contractor must pickup dead animals reported by the City on the days service is provided in the City, or sooner.
 - 3. Contractor shall provide to all City facilities free of charge regularly scheduled garbage collection sufficient to avoid unhealthy or unsightly accumulation.
 - 4. Contractor will provide at no charge to the City, a sufficient number of roll-off containers at a location designated by the City for disposal of brush, tree cuttings, yard waste, and bulky waste during the first, second, third, and fourth weekends (Saturday and Sunday) for the months of January, March, May, July, September, and November of each year. Contractors and commercial establishments are excluded from this service. The City shall call for pulls when needed during each period. There will not be a charge for the pulls and the container will simultaneously be replaced as necessary. Contractor shall provide roll-off containers for emergency waste removal, such as storm damage in sufficient number and on demand by City without charge.
 - 5. Contractor shall provide containers for City-sponsored events without charge.
 - 6. Contractor shall discontinue garbage collection service at any residential unit upon written notice from the City. Upon further notification by the City the Contractor shall resume collection on the next regularly scheduled collection day. The City shall be solely responsible for any claims, suits, damages, liabilities, or expenses resulting from Contractor's discontinuance of service at any location at the direction of the City as long as the Contractor is without responsibility and following the specific instructions of the City.

7. In the event the Contractor shall fail to make any garbage pickup or collection for any reason after being notified by telephone or email, the City, without further notice, may cause the same to be picked up and disposed of and shall deduct or bill to the Contractor the charges therefore.
8. Contractor shall maintain an office through which it may be contacted. It shall be staffed with sufficient competent personnel to handle calls and inquiries from 8:00 a.m. to 5:00 p.m., Monday through Friday and from 8:00 a.m. to 12:00 p.m. on Saturdays.
- e) Holiday Schedule: The following holidays will be observed by the Contractor and services will not be provided on these days: New Year's Day (January 1), Thanksgiving Day (last Thursday in November), and Christmas Day (December 25). During the holiday week, collection will run one (1) day behind after the listed holidays.

SECTION 6. RESPONSIBILITIES OF CITY.

The City shall have the following responsibilities under this Franchise Contract:

- a) To advise Contractor monthly of any additions or deletions to the list of residential, commercial, and industrial units from whom collections are made or to be made.
- b) To notify Contractor of any complaints regarding Contractor's services under this Agreement.

SECTION 7. RESPONSIBILITIES OF CUSTOMER.

Garbage collection service is mandatory for all residences and places of business within the City excepting those residences located on farms and ranches, as defined as ten (10) or more acres where farming and ranching operations are being conducted.

Garbage container, bags, and bundles must be placed at curbside locations for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Garbage container, bags, and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, garbage containers, bags, and bundles shall be placed as close as practicable to an access point for the collection vehicle. All dead animals less than forty (40) pounds must be doubled bagged and placed at curbside. Contractor is not responsible for pickup of farm and ranch properties. Contractor may decline to collect any garbage container, bag, and bundle not so placed or any Residential Garbage not in a garbage container, bag, or bundle.

SECTION 8. RATES, COLLECTION, AND PAYMENT.

- a) Rates for collection services are attached in Exhibit A. Annual rate adjustment for CPI (Water, Sewer & Trash index) as warranted by economic conditions may be assessed the second and subsequent years of the contract for all services as a whole. Contractor shall give a ninety (90) day notice of such rate adjustment.

- b) In addition, the Contractor may petition the City for a rate adjustment after giving a sixty (60) day written notice to the City. The notice and petition must include specific and detailed documentary support for the requested adjustment and support for any amount proposed which increases the expenses paid for the services provided under this contract and include whether a denial of the proposed increase would result in the termination of this contract by the Contractor. The petition's support shall include any and all documents, including revised laws, ordinances, regulations, or landfill operator dumping fees that impact the costs of the provided services. The Contractor shall be entitled to "pass through" any taxes, fees, or other impositions of any governmental, regulatory entity, or landfill operator dumping fees placed upon or charged against the business or activity of collection and disposal of solid waste only to the extent that the costs are in addition to the customary and usual expenses of doing business by Contractor. Should the City reject the Contractor's petition for rate adjustment, Contractor is required to continue providing services for a period of one hundred twenty (120) days, after providing written notice of intent to terminate this contract to the City. This provision does not prohibit the City and the Contractor to negotiate new or different services to offset any proposed rate adjustment at any time.
- c) The City shall collect from the Contractor four percent (4%) of the total collections, excluding sales tax, from residential, commercial, and industrial customers as a gross receipt's tax/franchise fee for the privilege of using the streets in connection with this franchise agreement. Contractor shall remit a five percent (5%) franchise fee to the City for roll-off container services. Contractor shall pay amount to the City on a monthly basis with the City retaining four percent (4%) from the monthly remittance made to the Contractor.
- d) The City shall bill and collect from all residential, commercial, and industrial customers in the City.
- e) All customers will be billed the monthly rates detailed in Exhibit A. Residences located outside of the corporate limits of Garden Ridge that are serviced by City water may subscribe to solid waste collection with the Contractor and billed for such service by the City. Subscribers outside of the City will be billed at the rates detailed in Exhibit A.
- f) The City shall calculate the amount of solid waste collection service and recycling billed to residential, commercial, and industrial customers monthly and shall retain eleven percent (11%) of the total collections as a billing service charge.
- g) The City shall remit to the Contractor, on a monthly basis a total of eighty-five percent (85%) of the total collections plus sales tax to the Contractor. With the remittance to the Contractor, the City shall submit documentation to support the monthly calculation of total sales, eleven percent (11%) billing retainage, and four percent (4%) franchise fee plus sales tax. The Contractor is responsible for remitting the sales tax submitted by the City for the services billed.
- h) The City reserves the right to negotiate billing and collection for solid waste collection and disposal service with the Contractor with one hundred twenty (120) days written notice by the City to the Contractor. Should billing and collection be transferred to the Contractor transfer of all customer information would be coordinated between the City and contractor during the one hundred twenty (120) day period.

SECTION 9. COMPLAINTS.

Complaints received by the City concerning solid waste collection and recycling services from residential and commercial customers will promptly be reported to Contractor. The Contractor shall promptly respond to complaints received and provide the City with a report concerning corrective and/or investigative actions taken by the Contractor on each complaint.

SECTION 10. LEGAL PROVISIONS.

- a) In the event the collection and disposal of garbage shall be interrupted for any reason for more than forty-eight (48) hours as a sole result of a willful or negligent act of the Contractor, the City shall have the right to make temporary independent arrangements for the purpose of continuing this necessary service to its citizens in order to provide and protect the public health and safety.

An exception for not providing regularly scheduled service to certain locations would be hazardous conditions in which case a report will be made to the City and service shall resume when the hazardous condition is rectified. The City and Contractor agree that the Contractor shall not be responsible or liable in any way for damages by fire, flood, earthquake, or act of God.

If the interruption in service continues for a period of seven (7) days as a sole result of a willful or negligent act of Contractor, then City shall have the right to terminate the rights and privileges granted in this contract. The City and Contractor agree that the Contractor shall not be responsible or liable in any way for damages caused by fire, flood, earthquake, or act of God.

- b) No assignment of Franchise Contract or any right accruing hereunder shall be made in whole or in part by the Contractor without the express written consent of any assignment; the assignee shall assume the liability of the Contractor.
- c) The Mayor is authorized to execute such contract on behalf of the City of Garden Ridge, Texas.
- d) In the event that the City is required to take any legal action to enforce the terms and conditions of this agreement because of the breach of or failure to perform any term or condition by the Contractor, the Contractor agrees to pay all costs expended by the City including reasonable attorney fees.
- e) In the event of a natural disaster (defined as a storm, flood, tornado, or earthquake) wherein the City is declared a disaster area by the State or Federal government, City shall have the right to dispose of rubbish and trash and will attempt in good faith to use Contractor's facilities if they can be used at the same or lower costs than other methods available to the City. This provision shall also apply to the disposal of any rubbish or trash resulting from severe weather or fires of a lesser degree than a natural disaster.

- f) Where written notices are provided for in this agreement, same shall be sufficient to notify Contractor if mailed by certified mail to BFI Waste Services of Texas, LP/dba/Republic Services of San Antonio, 4542 S.E. Loop 410, San Antonio, Texas 78222 Attention: Tom Armstrong, Manager, Municipal Sales and shall be sufficient to notify the City if mailed certified mail to the City of Garden Ridge, 9400 Municipal Parkway, Garden Ridge, Texas 78266.

SECTION 11. VIOLATION OF ORDINANCE.

A violation of this Ordinance is a Class C Misdemeanor punishable upon conviction by a fine of not less than one hundred (\$100) dollars nor more than five hundred (\$500) dollars for each day that such offense continues and shall be a separate offense. Any violator may be subject to the enforcement provisions of Chapter 54 of the Texas Local Government Code.

SECTION 12. CUMULATIVE AND SAVINGS.

This Ordinance is cumulative of all provisions of ordinances of the City of Garden Ridge, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. All previous Ordinances, Resolutions, and Agreements, including Amendments thereto, regarding and granting permission for the collection, removal, and disposal of solid waste and recyclable materials within the City are hereby superseded on the effective date of this Ordinance.

SECTION 13. SEVERABILITY.

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

SECTION 14. TERM OF CONTRACT AND EFFECTIVE DATE.

This Ordinance shall become effective immediately upon its passage, approval, and publication as provided by law. This Contract shall become effective and in force as of the 1st day of April, 2008, and terminating on March 31, 2023; provided, however this contract may be extended after said fifteen (15) year period for successive one-year periods thereafter upon the express mutual consent of the City Council and BFI Waste Services of Texas, LP/dba/Republic Services of San Antonio and the passage of an ordinance declaring the period of extension. Notwithstanding any other provision in this contract, the City may terminate this Contract, with or without cause, with a one hundred twenty (120) day written notice.

PASSED AND APPROVED ON this 2nd day of January, 2020.

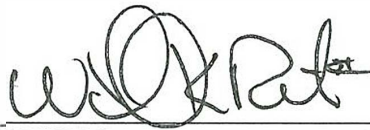


Larry Thompson
Mayor
City of Garden Ridge

ATTEST:



Marisa Spencer
City Secretary
City of Garden Ridge



Bill Rich
General Manager
BFI Waste Services of Texas, LP/
dba/Republic Services of San Antonio

ATTEST:



Tom Armstrong
Manager Municipal Services
BFI Waste Services of Texas, LP/
dba/Republic Services of San Antonio

EXHIBIT A

CITY OF GARDEN RIDGE
EFFECTIVE 01-2020
RESIDENTIAL AND COMMERCIAL WASTE RATES

RESIDENTIAL (SINGLE FAMILY DWELLING)	\$26.00 per month
---	-------------------

COMMERCIAL HAND PICKUPS

Class 1 (offices, churches, small business) 1 Cart	\$25.99 per month
Class 2 (light retail/industrial) 2 Carts	\$44.52 per month
Class 3 (medium retail) 3 Carts	\$63.09 per month

COMMERCIAL/INDUSTRIAL CONTAINERS

CONTAINER SIZE	TIMES SERVICED PER WEEK					
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
2 Cubic Yards	\$ 58.13	\$ 98.93	\$117.52	\$132.35	\$148.44	\$164.52
3 Cubic Yards	\$ 72.98	\$126.17	\$169.47	\$194.20	\$217.71	\$241.21
4 Cubic Yards	\$ 91.53	\$149.68	\$202.87	\$241.21	\$280.79	\$320.37
6 Cubic Yards	\$134.83	\$213.99	\$284.50	\$355.01	\$426.76	\$497.26
8 Cubic Yards	\$155.86	\$270.90	\$366.15	\$461.38	\$557.87	\$651.88

EXTRA DUMPSTER PICKUP

2 Cubic Yards	\$20.00 per haul
3 Cubic Yards	\$27.00 per haul
4 Cubic Yards	\$30.00 per haul
6 Cubic Yards	\$34.00 per haul
8 Cubic Yards	\$36.00 per haul

ROLL-OFFS

20 yard	\$353.53 per haul
30 yard	\$414.37 per haul
40 yard	\$476.22 per haul
Deliveries	\$117.52 each
Container Rental	\$111.33 per month

Exhibit B

Roll-Off Containers

Municipal rates for Roll-Off Containers for use by the City of Garden Ridge:

Delivery Fee	\$150.00 per container
Haul Fee	\$295.00 per haul
Disposal Fee	\$33.00 per ton
Excess Disposal Charges	\$0.04 per lb. over 10 tons

Above pricing does not apply to special waste, excluded waste, water treatment plant waste volumes, or any loads requiring a manifest.

Above pricing does not include Franchise Fees or Sales Tax.

Future Agenda Items

City Council

May 3, 2023, Regular Meeting

14 days before Meeting	(04/19/2023)	City Council and Staff items are due.
7 days before Meeting	(04/26/2023)	City Administrator and Mayor review agenda. City Attorney is sent agenda.
6 days before Meeting	(04/27/2023)	Post agenda on bulletin board. Post agenda packet to City Website.
Meeting Day	(05/03/2023)	Meeting at 6pm.

City Council = Red
 Planning & Zoning = Green
 Water Commission = Blue
 Municipal Court = Gray
 Events = Yellow (First Friday)
 City Holiday = Orange
 Early Voting/Election Day = Purple

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			

June 7, 2023, Regular Meeting

14 days before Meeting	(05/24/2023)	City Council and Staff items are due.
7 days before Meeting	(05/31/2023)	City Administrator and Mayor review agenda. City Attorney is sent agenda.
6 days before Meeting	(06/01/2023)	Post agenda on bulletin board. Post agenda packet to City Website.
Meeting Day	(06/07/2023)	Meeting at 6pm.

City Council = Red
 Planning & Zoning = Green
 Water Commission = Blue
 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	29	30	

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*