

The Garden Ridge City Council will meet in a regular session on Wednesday, July 2, 2025, at 6:00 p.m. in the City Council Chambers, 9400 Municipal Parkway, Garden Ridge, Texas. This is an open meeting, open to the public, subject to the Open Meetings Law of the State of Texas, and as required by law, notice is hereby posted providing time, place, date, and agenda thereof. The meeting facility is wheelchair accessible and accessible parking spaces are provided. Requests for accommodations or interpretative services must be made to the City Secretary 48 hours prior to this meeting.

1. Call to Order/Roll Call**2. Pledge of Allegiance****3. Proclamations/Presentations**

- a) Municipal Clerk's Office Achievement of Excellence Award.

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 June 4, 2025, City Council Regular Meeting.
- b) Financial Statement, Summary Report, and Management's Discussion and Analysis of Results of Operations – May 31, 2025.
- c) Bexar Metro 9-1-1 Network Fiscal Year 2025 Financial Plan and Budget.
- d) Designate Comal County Tax Assessor-Collector to calculate 2025 Tax Rate for the City of Garden Ridge.

6. Staff Reports

- a) City Manager 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: receive report and provide direction, as needed.
- b) Land Development Projects: receive report and provide direction, as needed.

8. City Commission Reports/Recommendations/Possible Actions

- a) Planning and Zoning Commission:
 - 1. Receive monthly activity update as applicable.
- b) Water Commission:
 - 1. Water Rate Structure.
 - 1.1. Receive recommendation from Water Commission.
 - 1.2. Discuss and take action.
 - 2. Receive monthly activity update as applicable.

9. Approvals and Authorizations

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

- a) Bid Award for Bat Cave Road.
- b) Republic Services Annual Rate Adjustment.
- c) Resolution No. 535-072025 A Resolution of the City Council of the City of Garden Ridge, Texas, amending the Aggregate Production Operations Advisory Council for the City of Garden Ridge; appointing an additional member to inaugural term of advisory council; and providing an effective date.
- d) Agenda Format/Structure.
- e) FY2026 Budget Worksession.

10. Updates

- a) City Council Projects.
 - 1. Aggregate Production Operations (APO) impacting Garden Ridge (Swint and Arvidson).
 - 2. Mitigation of growth and encroachment impacts on Garden Ridge (Swint).
 - 3. Economic Development (Smith and Swint).

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:

- 100 Club of Comal County
- Alamo Area Metropolitan Planning Organization/Technical Advisory Committee
- 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
- Great Springs Project
- Greater Bexar County Council of Cities
- Hill Country Alliance
- Northeast Partnership
- Texas Department of Transportation (TxDOT)
- Tri-County Chamber of Commerce

14. Adjournment

AGENDA NOTICES:

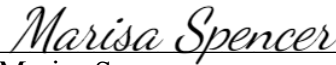
Decorum Required: Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order by the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual leave the meeting, and if refused, an order 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 10:00 a.m. on June 25, 2025, on the bulletin board located at the entrance to Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas.



Marisa Spencer
City Secretary



Carla Oldacre, TRMC
City Secretary

April 24, 2025

Subject: Congratulations on Receiving the TMCA Municipal Clerk's Office Achievement of Excellence Award

Dear Applicant,

On behalf of the TMCA Municipal Clerk's Office Achievement of Excellence Award Committee, we are delighted to extend our warmest **Congratulations!**

Following a thorough review of your application and supporting documentation, the Committee is pleased to inform you that your office has successfully met the criteria to receive this prestigious award. We commend your dedication to excellence in preparing and submitting your application and the outstanding work demonstrated through your submitted materials.

The vendor has informed us that your framed award is expected to arrive by the end of June. We encourage you to consider presenting it at an upcoming meeting to recognize your office and this notable achievement.

Thank you for your continued commitment to excellence in municipal service.

Sincerely,

Carla Oldacre

Chair, TMCA Municipal Clerk's Office Achievement of Excellence Award Committee

Committee Members:

Geoffrey Calderon, Alpine

Kelly Ballard, Keller

Jennifer Kirkland, Kyle

Caitlyn Biggs, Little Elm

Crystal Roan, Missouri City – Committee Liaison

Councilmembers Present:

Mayor Lisa Swint
Mayor Pro-Tem Kelly Smith
Councilmember Jim Mueller
Councilmember Krendra Harralson
Councilmember Todd Arvidson
Councilmember Brian Reyes

Councilmembers Absent:

None

City Staff Present:

Ryan Rapelye, City Manager
Marisa Spencer, City Secretary
Cyndi Simmons, Assistant City Secretary
Ron Eberhardt, Chief of Police
Robyn Achu, Finance/HR Director
Steven Steinmetz, Public Works Director
Linda Crosland, Library Director
Natalie Thamm, City Attorney

1. Call to Order/Roll Call

With a quorum of the City Councilmembers present, Mayor Swint called the regular meeting of the Garden Ridge City Council to order at 6:00 p.m. on Wednesday, June 4, 2025, in the City Council Chambers of the Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas 78266.

2. Pledge of Allegiance

Mayor Swint led the Pledge of Allegiance and Texas Pledge.

3. Proclamations/Presentations**a) Tri-County Chamber of Commerce Presentation - Executive Director Becki Babcock.**

Mayor Pro-Tem Smith stated Executive Director Becki Babcock is unable to attend due to a scheduling conflict.

b) Newly Elected Officials' Training - City Attorney Natalie Thamm.

City Attorney Natalie Thamm provided Newly Elected Officials' Training and addressed questions from Councilmembers.

4. Citizen Comment Period

Alan Morgan, 21540 Forest Waters Circle, spoke regarding the intersection at Waterwood and Schoenthal.

Sharon Stripling, 21729 Forest Waters Circle, spoke regarding code compliance.

Robin Baldwin, 20408 Wahl Lane, spoke regarding the Aggregate Production Operations Advisory Council.

David Krawczynski, 8475 Park Lane Drive, spoke regarding golf carts.

5. Consent Agenda

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- a) Approval of Minutes for the May 7, 2025, City Council Regular Meeting.**
- b) Approval of Minutes for the May 13, 2025, City Council Special Meeting.**
- c) Financial Statement, Summary Report, and Management's Discussion and Analysis of Results of Operations – April 30, 2025.**

Motion: A motion was made by Councilmember Reyes, 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 Manager Monthly Activity Report.

City Manager Ryan Rapelye reviewed employee recognitions/employee anniversaries and spoke regarding continuity of city operations.

b) Finance/HR Monthly Activity Report.

Finance/HR Director Robyn Achu spoke regarding continuity of operations related to the Finance/HR Department.

c) City Secretary Monthly Activity Report.

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

d) Police Department Monthly Activity Report.

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

e) Public Works Department Monthly Activity Report.

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

f) Library Monthly Activity Report.

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

7. City Engineer Projects Status Reports

City Engineer Hank Crippen reviewed the City Engineer monthly activity report and addressed questions from Councilmembers.

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

a) Planning and Zoning Commission:

1. Receive monthly activity update as applicable.

Mayor Swint stated the Commission did not meet in May.

b) Water Commission:

1. Receive monthly activity update as applicable.

Chair Pohl provided City Council with an update on items discussed during the Commission meeting.

9. Approvals and Authorizations

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

a) FY 2026 Budget Process/Calendar.

City Manager Ryan Rapelye reviewed the FY 2026 Budget Process/Calendar and addressed questions from Councilmembers.

b) Resolution No. 535-062025 A Resolution of the City Council of the City of Garden Ridge, Texas, establishing an Aggregate Production Operations Advisory Council for the City of Garden Ridge; providing for structure and organization, duties, rules of procedure, member composition, and terms of appointment for Advisory Council; appointing members to inaugural terms of Advisory Council; and providing an effective date.

City Manager Ryan Rapelye reviewed Resolution No. 535-062025 and addressed questions from Councilmembers.

Motion: A motion was made by Councilmember Arvidson, seconded by Mayor Pro-Tem Smith, to approve Resolution No. 535-062025 A Resolution of the City Council of the City of Garden Ridge, Texas, establishing an Aggregate Production Operations Advisory Council for the City of Garden Ridge; providing for structure and organization, duties, rules of procedure, member composition, and terms of appointment for Advisory Council; appointing members to inaugural terms of Advisory Council; and providing an effective date, with the following appointments: Seat 1-Mayor Lisa Swint, Seat 2-Lalit Bhatnagar, Seat 5-Jeanette Baldwin, Seat 6-Astrid Wisser, Seat 7-Rose Levy, Seat 9-City Manager Ryan Rapelye. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

10. Updates

a) City Council Projects.

1. Aggregate Production Operations (APO) impacting Garden Ridge (Swint and Arvidson).

Mayor Swint provided updates related to Aggregate Production Operations (APO) impacting Garden Ridge.

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

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

3. Economic Development (Smith and Swint).

Mayor Swint and Mayor Pro-Tem Smith provided updates related to Economic Development.

11. Discussion of Future Agenda Items

City Manager Ryan Rapelye stated staff will be bringing forward recommendations related to the structure and format of agendas.

12. Citizen Comment Period

Alan Morgan, 21540 Forest Waters Circle, spoke regarding code compliance and health concerns.

Jim Miller, 9910 Marie Meadow, spoke regarding citizen outreach and city parks.

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:

100 Club of Comal County, Alamo Area Metropolitan Planning Organization/Technical Advisory Committee, 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 and Garden Ridge Women's Club, Garden Ridge Citizen Police Academy Alumni Association/Citizen Patrol, Great Springs Project, Greater Bexar County Council of Cities, Hill

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

Mayor Pro-Tem Smith spoke regarding Tri-County Chamber of Commerce. Councilmember Arvidson spoke regarding Comal ISD. Mayor Swint spoke regarding State of Bexar County Luncheon and Hill Country Alliance.

14. Adjournment

There being no further business, the Wednesday, June 4, 2025, City Council regular meeting was adjourned at 7:41 p.m. by Mayor Swint.

ATTEST

Lisa Swint
Mayor

Marisa Spencer
City Secretary

CITY OF GARDEN RIDGE
MONTHLY ACCOUNT BALANCES & INTEREST RATES
PERIOD ENDED AS OF 05/31/2025

CITY FUNDS	BALANCE	CURRENT INTEREST RATE
GF OPERATING ACCOUNT	363,838.59	0.40%
GF MONEY MARKET	1,826,139.97	3.67%
PEG CAPITAL FEES	61,261.72	3.67%
TEXPOOL INVESTMENTS	3,397,694.09	4.31%
2017 I&S	2,604.95	3.67%
2012 I&S	24,479.11	3.67%
2012 REFI	11,198.42	3.67%
2015 I&S	43,726.46	3.67%
TEXPOOL WATER IMPACT FEES	195,312.01	4.31%
TEXPOOL STREET IMPACT FEES	67,594.06	4.31%
AMERICAN RECOVERY ACCT	1,617.21	3.67%
TEXPOOL AMERICAN RECOVERY ACCT	316,059.71	4.31%
ASSET/FORFEITURE - FED	79,372.25	3.67%
ASSET/FORFEITURE - STATE	28,861.48	3.67%
TOTAL CITY FUNDS	\$ 6,419,760.03	

WATER FUNDS	BALANCE	CURRENT INTEREST RATE
OPERATING ACCOUNT	943,292.58	3.67%
WATER SURCHARGE	164,013.26	3.67%
TEXPOOL WATER INVEST	1,359,912.45	4.31%
SIB LOAN I&S	3,336.76	3.67%
SIB RESERVE	47,458.57	3.67%
TOTAL WATER FUNDS	\$ 2,518,013.62	
TOTAL ALL ACCOUNTS	\$ 8,937,773.65	

CITY OF GARDEN RIDGE
CASH & INVESTMENTS STATEMENT
PERIOD ENDED AS OF 05/31/2025

GENERAL FUND	BALANCE
GF Operational Checking	\$ 363,838.59
GF Money MAYket	1,826,139.97
GF Peg Capital Fund	61,261.72
TexPool Investments	3,397,694.09
Restricted Amounts:	(364,736.09)
(Including GF Peg Capital Fund)	
TOTAL AVAILABLE FUNDS	\$ 5,284,198.28

WATER FUND	BALANCE
Operational Checking	\$ 943,292.58
TexPool Water Invest	1,359,912.45
Water Surcharge	164,013.26
Restricted/Unavailable Amounts	(993,827.09)
TOTAL AVAILABLE FUNDS	\$ 1,473,391.20

CITY OF GARDEN RIDGE
 STATEMENT OF ACTIVITIES
 PERIOD ENDING AS OF 05/31/2025

GENERAL FUND	May-25	YTD	FY 2025 BUDGET	% OF BUDGET	BUDGET BALANCE
REVENUES	\$ 246,652.31	\$ 3,371,331.72	\$ 3,959,169.00	85.2%	\$ 587,837.28
EXPENDITURES					
ADMINISTRATION	85,649.70	699,030.87	1,050,056.00	66.6%	351,025.13
COURT	9,092.90	70,113.98	117,447.00	59.7%	47,333.02
POLICE	113,778.80	1,131,840.10	1,774,300.00	63.8%	642,459.90
PUBLIC FACILITIES	129,300.22	531,049.34	1,332,962.00	39.8%	801,912.66
COMMUNITY CENTER	17,163.90	56,374.49	226,567.00	24.9%	170,192.51
LIBRARY	13,327.96	109,077.79	171,094.00	63.8%	62,016.21
FUND CHANGES/XFER	-	-	-	0.0%	-
TOTAL EXPENDITURES	368,313.48	2,597,486.57	4,672,426.00	55.6%	2,074,939.43
NET POSITION	\$ (121,661.17)	\$ 773,845.15	\$ (713,257.00)		\$ (1,487,102.15)

WATER FUND	May-25	YTD	FY 2025 BUDGET	% OF BUDGET	BUDGET BALANCE
REVENUES	\$ 190,511.69	\$ 1,454,280.03	\$ 2,353,016.00	61.8%	\$ 898,735.97
EXPENDITURES					
BOND PRINCIPLE PMTS	-	545,600.00	547,102.00		1,502.00
ALL OTHER EXPENDITURES	87,779.91	925,225.17	2,633,546.00		1,708,320.83
TOTAL EXPENDITURES	87,779.91	1,470,825.17	3,180,648.00	46.2%	1,709,822.83
REVENUE +/- EXPENDITURES	102,731.78	(16,545.14)	(827,632.00)		(811,086.86)

CITY OF GARDEN RIDGE
STATEMENT OF ACTIVITIES - COMMUNITY CENTER
PERIOD ENDING AS OF 05/31/2025

	YTD	Budget	% OF BUDGET
REVENUES			
RENTALS	\$ 67,820.00	90,000.00	75.4%
DEPOSITS	225.00	4,700.00	4.8%
CLEAN-UP FEES	4,200.00	9,500.00	44.2%
TOTAL REVENUES	72,245.00	104,200.00	69.3%
 EXPENDITURES			
PAYROLL/TAXES/RETIREMENT	3,005.06	4,887.00	61.5%
MANAGER FEES	18,236.50	34,000.00	53.6%
COMPUTER MAINT/TRNG	1,125.80	1,680.00	67.0%
TELEPHONE	400.00	600.00	66.7%
UTILITIES	6,403.18	12,000.00	53.4%
MAINTENANCE	2,664.22	7,000.00	38.1%
SUPPLIES	1,262.94	2,200.00	57.4%
CLEANING	4,865.00	8,200.00	59.3%
EQUIPMENT	1,926.79	6,000.00	32.1%
MARKETING	-	-	
DONATION EXPENDITURES	-	-	
CAPITAL EXPENDITURES	16,485.00	150,000.00	11.0%
TOTAL EXPENDITURES	56,374.49	226,567.00	24.9%
 NET POSITION	 \$ 15,870.51	 \$ (122,367.00)	

Management's Discussion and Analysis of Results of Operations – 5/31/2025

GENERAL FUND

Cash

Total available funds as of May 31, 2025, are \$5,284,198

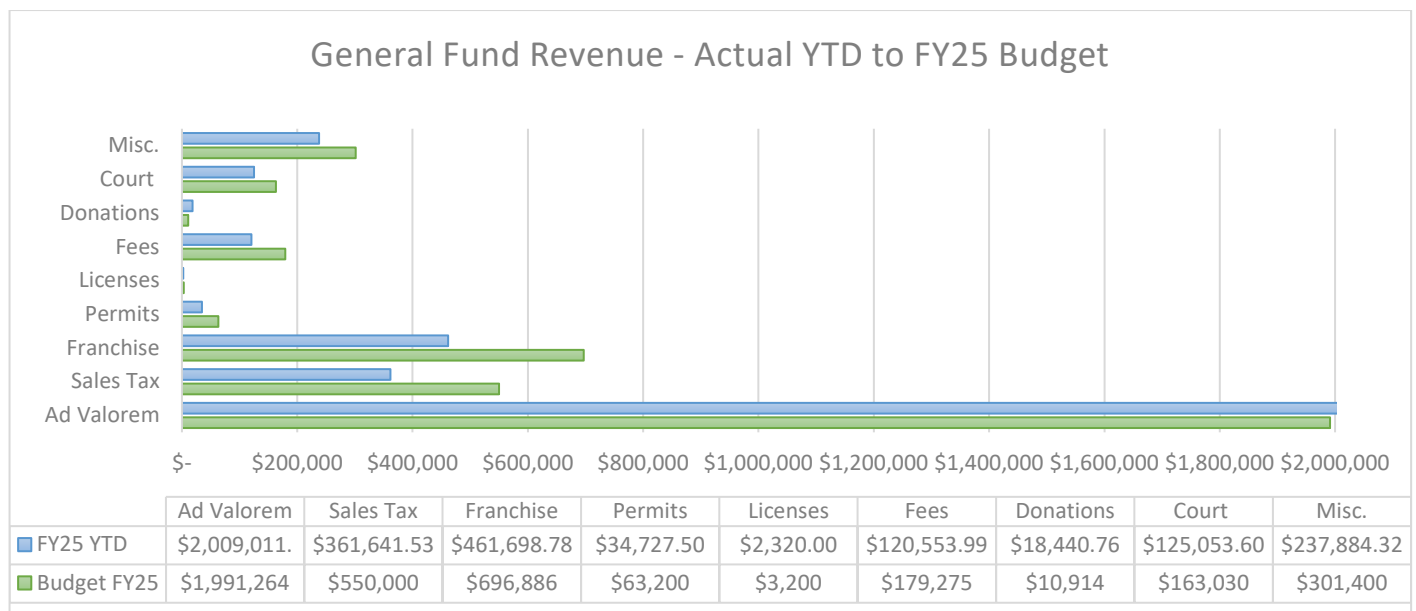
Revenue

Ad Valorem Tax received for May totals \$26,951. YTD collections total \$2,009,011 or 101% of the FY25 budget of \$1,991,264

Sale Tax Revenue received during the month of May totals \$56,710 for FY25. YTD totals \$361,642 or 66% of the \$550,000 budgeted for FY25.

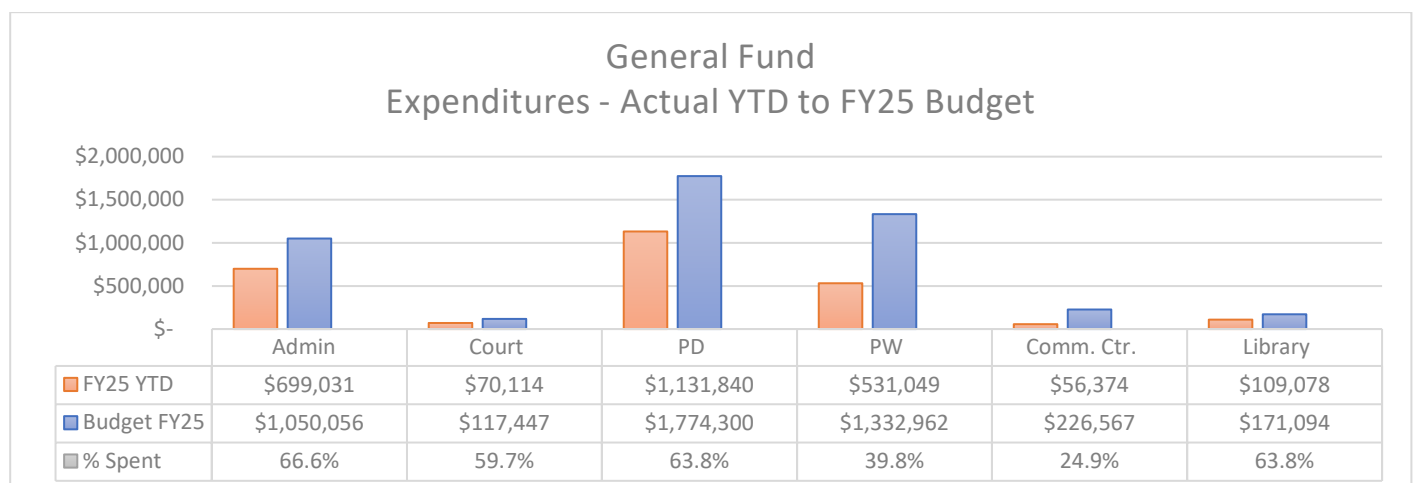
Annual Building Permits revenue totals \$33,903 or 55% of the \$62,000 budgeted for FY25.

Trash Collection YTD totals \$82,695 or 69% of the \$120,000 budgeted for FY25.



Expenditures

Expenditures for the month total \$368,313. YTD expenditures for FY25 total \$2,597,487 or 56% of the \$4,672,426 budget. All departments are operating within the FY25 budget.



WATER FUND

Meters

Current meters for May 2025 total 1695 vs 1693 for May 2024.

Cash

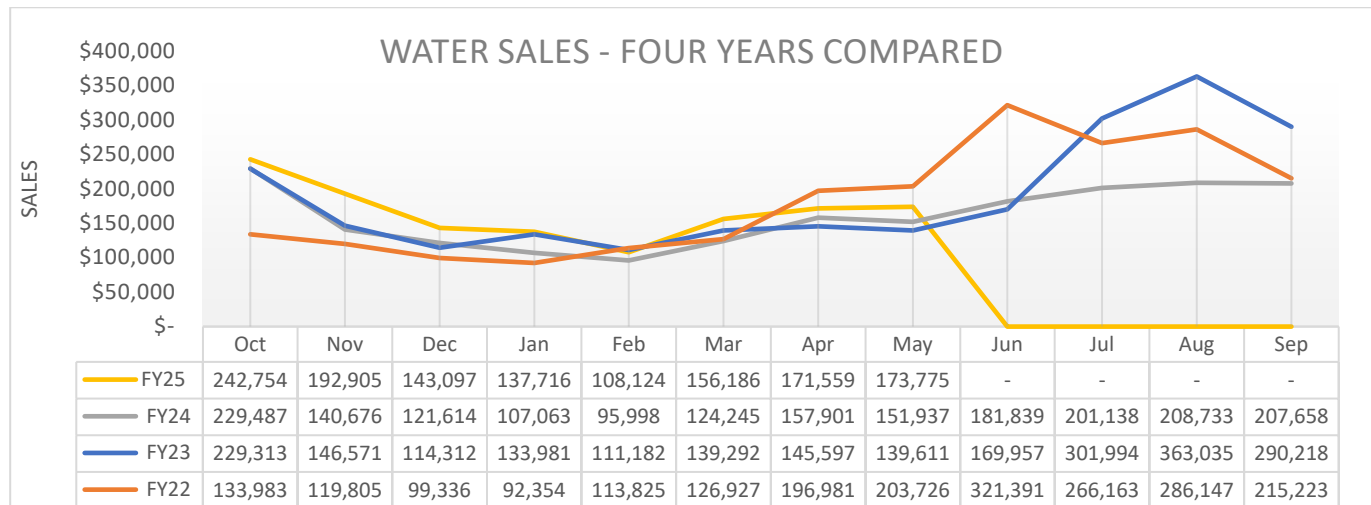
Total available funds as of May 31, 2025, are \$1,473,391.

Revenue

Revenue YTD totals \$1,454,280 or 62% of the \$2,353,016 budgeted for FY25. Total revenue for the same period last year was \$1,262,936.

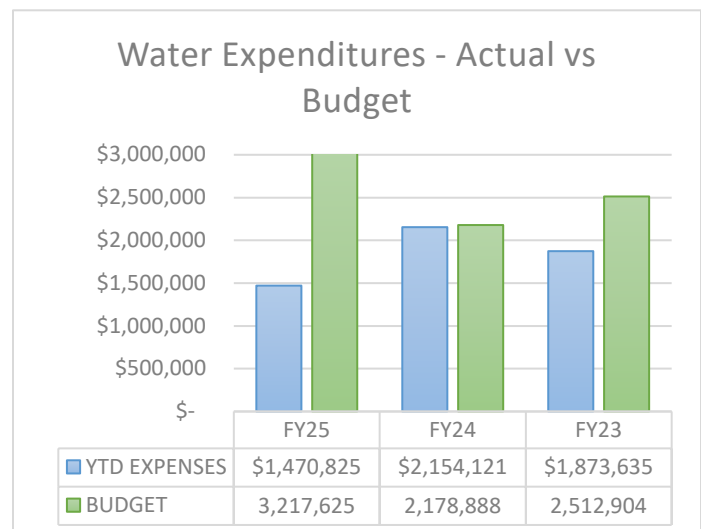
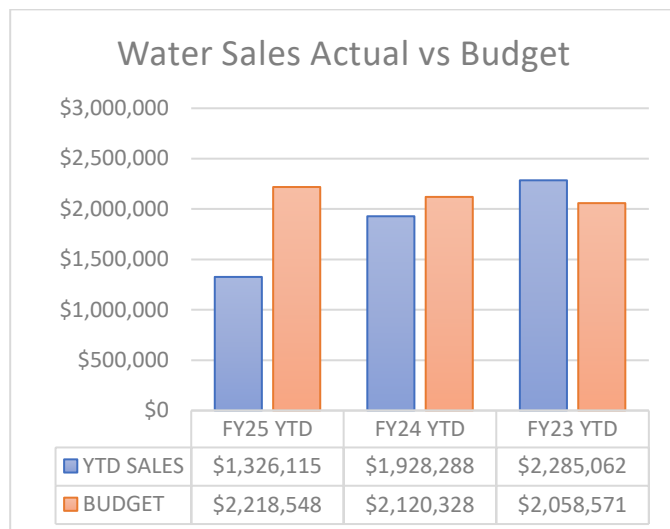
Water Sales for the month total \$173,775. YTD water sales total \$1,326,115 or 62% of the \$2,150,000 budgeted for FY25.

Meter installation revenue YTD totals \$0 or 00% of the \$4,000 budgeted for FY25.



Expenditures

Expenditures for the month total \$87,780. YTD expenditures for FY25 total \$1,470,825 or 46% of the \$3,180,648 budget.



Interest & Sinking Fund

Revenue

Ad Valorem Tax collections YTD total \$641,198 of the \$660,137 budgeted for FY25.

Expenditures

Bond interest payments and agent fees for May 2025 totaled \$0. The next bond payments are due in August 2025.

Capital Improvements Fund – (all accounts are restricted)

Cash Balance

Water Impact Fee Balance is \$195,312.

Street Impact Balance is \$67,594.

American Recovery Acct. Balance is \$317,677.

Revenue

No new revenue other than monthly interest which is included in the balances above to report for the month.

Asset Seizure Fund

Cash Balance

The Restricted Fund Balance is \$108,234.

Revenue

Month Revenue to report is \$13,196.

Expenditures

Month expenditures to report is \$15,393

Summary

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

BEXAR METRO

9-1-1 Network

MEMORANDUM

TO: Bexar Metro 9-1-1 Network Participating Jurisdictions

SUBJECT: *Proposed* Fiscal Year 2026 Financial Plan and Budget

DATE: May 22, 2025

Enclosed for your review and comment is the *Proposed* Bexar Metro 9-1-1 Network Fiscal Year 2026 Financial Plan and Budget. This proposed budget was approved by the Bexar Metro Board of Managers at its regularly scheduled and properly noticed meeting held on Tuesday, May 13, 2025.

Please direct your written comments or concerns to the Chairman of the Board at the address listed at the bottom of this memorandum. The Board will consider all submitted comments, make any necessary revisions, and adopt the final Fiscal Year 2026 Financial Plan and Budget during its August Regular Board Meeting. To ensure timely consideration, please ensure your comments are received at the Bexar Metro office no later than 5:00 p.m. on Thursday, July 31, 2025.

A response postcard is enclosed for your convenience. This process is consistent with the provisions of Texas Health & Safety Code, Chapter 772.309, which authorizes each participating jurisdiction to either approve, disapprove or take no action on the District's annual budget. If no action is taken by a jurisdiction, the budget is deemed approved by operation of law 61 days after the date of receipt.

A digital copy of the budget is available upon request. Please email admin@bexarmetro.org to request a copy.

For your reference, the following documents related to the Fiscal Year 2024 operating period are also enclosed:

- Independent Auditor's Reports and Basic Financial Statements
- Annual Report

On behalf of the Bexar Metro Board of Managers and Staff, thank you for your continued support of the Bexar Metro 9-1-1 Network. Should you have any questions regarding the enclosed materials, please feel free to contact me at 210-408-3911 or via email at bschneider@bexarmetro.org.

Respectfully,



Brett M. Schneider
Executive Director



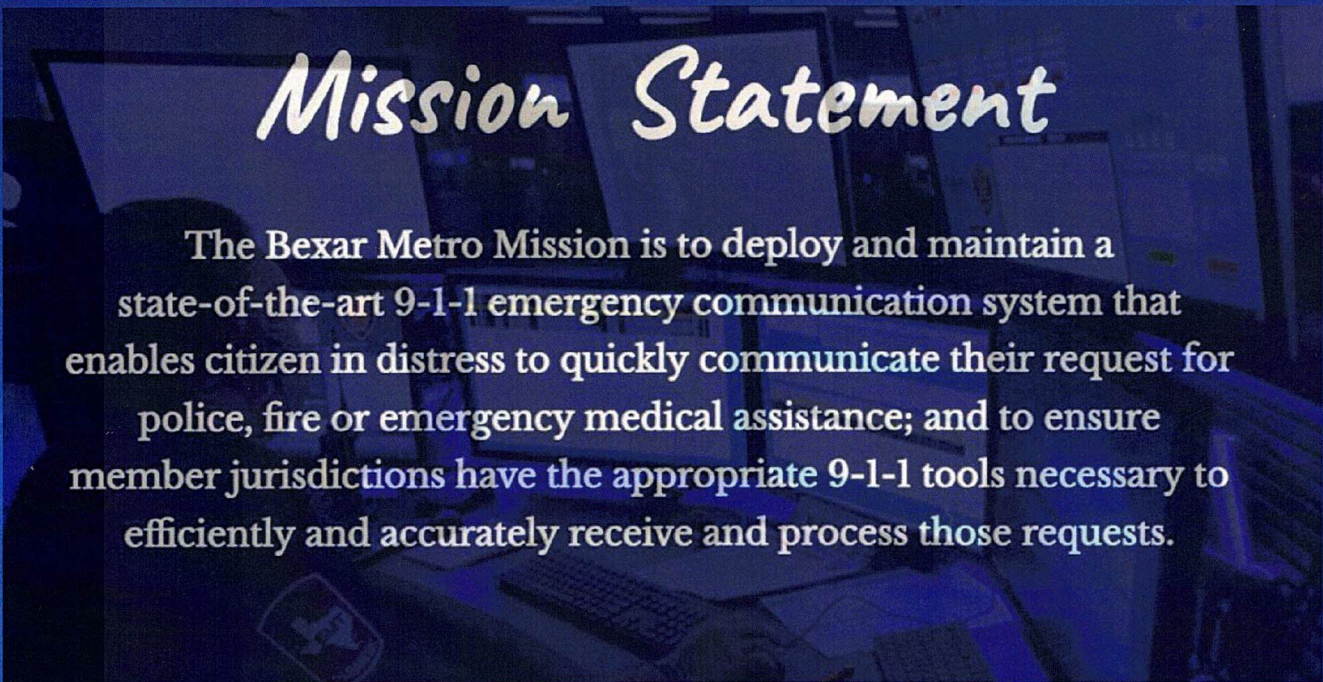


Bexar Metro 9-1-1 Network
APPROVED
Fiscal Year 2026 Financial
Plan and Budget

May 13, 2025

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Mission Statement

The Bexar Metro Mission is to deploy and maintain a state-of-the-art 9-1-1 emergency communication system that enables citizen in distress to quickly communicate their request for police, fire or emergency medical assistance; and to ensure member jurisdictions have the appropriate 9-1-1 tools necessary to efficiently and accurately receive and process those requests.

Purpose

The purpose of the Fiscal Year 2026 Financial Plan and Budget is to obtain consensus approval by Bexar Metro 9-1-1 Network's (Bexar Metro or District) Board of Managers (Board) and the governing bodies of its forty (40) participating jurisdictions; and provide the continuing operational and fiscal authority necessary for Bexar Metro staff to establish and maintain all components necessary to provide the citizens of Bexar, Comal, and Guadalupe counties with immediate access to police, fire, and medical services via a highly survivable and resilient 9-1-1 system.

Authority

The authority for Bexar Metro is the Texas Health and Safety Code, Chapter 772, Subchapter D, Section 772.301—formerly Vernon's Annotated Civil Statutes Article 1432e, as approved by the Texas 69th Regular Legislative Session in Senate Bill 750 on May 21, 1985; and subsequently approved by a local election on January 17, 1987. This legislation's purpose is to enable the provision of affordable, high quality, countywide Enhanced 9-1-1 service through the establishment of Emergency Communication Districts (ECDs).

Board of Managers

A governing Board of Managers, appointed according to criteria in the enabling legislation, establishes policy and provides oversight of the District. The board members and their appointing authority include:

Board Member

James C. Hasslocher, Chair
Stephen R. Schneider
Judge Sherman Krause
Jim Wolverton
Heberto Gutierrez
Chief William McManus
Rusty Brockman
Suzanne de Leon
Principal Service Provider (Non-Voting)

Authority

Bexar County
Bexar County
Comal County
Guadalupe County
City of San Antonio
City of San Antonio
City of New Braunfels
Member at Large
(Vacant)

Responsibility

To successfully fulfill its mission, Bexar Metro must establish, manage, and sustain a technology-neutral network alongside the specialized 9-1-1 equipment utilized by Emergency Communications Centers (ECCs) to process emergency voice and text requests. This includes management of the 9-1-1 system and the creation and ongoing maintenance of highly accurate, spatially precise geospatial databases essential for routing 9-1-1 requests to the correct ECC, enabling location-determination technologies, and supporting data for computer-aided dispatch (CAD) systems. Furthermore, Bexar Metro must collaborate with jurisdictional addressing and planning authorities to ensure that district-managed databases contain accurate, standardized, and logical location data, facilitating location identification of citizens during emergencies. Additionally, Bexar Metro must provide relevant training and educational resources to ECC personnel to ensure the efficient operation of 9-1-1 systems. Safeguarding the resilience, cyber-readiness, and operational integrity of the 9-1-1 emergency communications critical infrastructure is a top priority.

District Profile

The Bexar Metro 9-1-1 Network provides comprehensive emergency communication services, 9-1-1 call delivery infrastructure, and training to twenty-one (21) Emergency Communications Centers (ECCs) serving forty (40) participating jurisdictions across Bexar, Comal, and Guadalupe counties, covering an area of 2,600 square miles and serving a population of 2.4 million. The system processes approximately two million 9-1-1 calls annually, along with 10,000 text-to-9-1-1 requests. Notably, 91% of the call volume is generated by citizens seeking emergency assistance via wireless devices.

The network's critical infrastructure operates on a geo-diverse host-to-remote configuration, with host systems and their corresponding backups strategically placed in multiple geographically dispersed, secure facilities. Connectivity between host and remote sites is ensured through a combination of carrier-diverse terrestrial circuits and tertiary over-the-air backup. The implementation of Next Generation Core Services (NGCS) and continued evolution of the Emergency Services Internet Protocol Network (ESINet) further strengthens the 9-1-1 system, enhancing routing capabilities and call delivery, while providing a more resilient, diverse, and secure emergency communications solution.

Participating Jurisdictions

Alamo Heights
Balcones Heights
Bexar County
Bulverde
Castle Hills
China Grove
Cibolo
Comal County

Converse
Elmendorf
Fair Oaks Ranch
Garden Ridge
Grey Forest
Guadalupe County
Helotes
Hill County Village

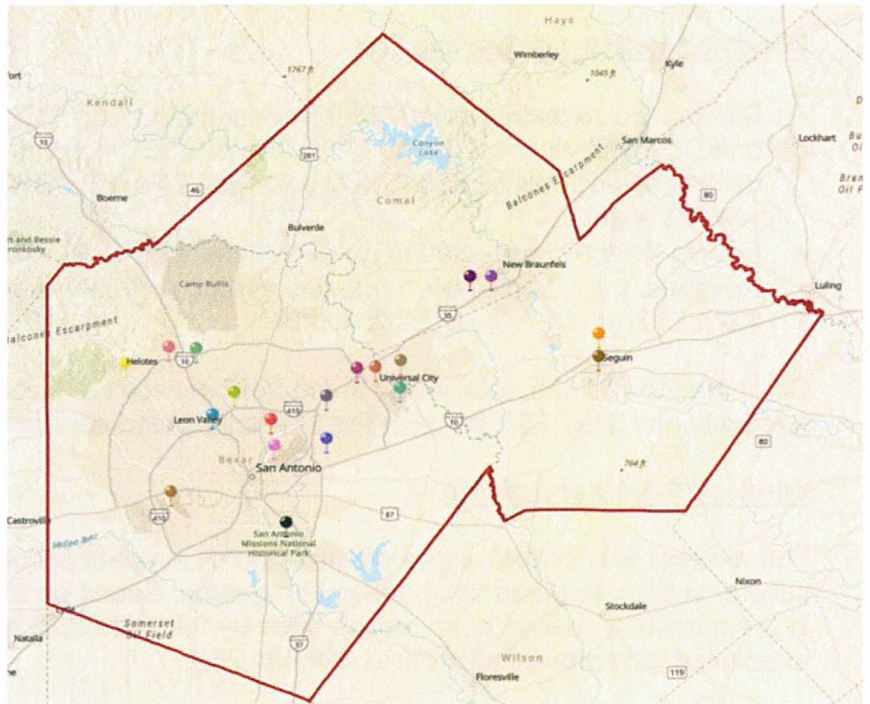
Hollywood Park
Kingsbury
Kirby
Leon Valley
Live Oak
Marion
New Braunfels
New Berlin

Olmos Park
San Antonio
Sandy Oaks
Santa Clara
Schertz
Seguin
Selma
Shavano Park

Somerset
Spring Branch
St Hedwig
Staples
Terrell Hills
Universal City
Von Ormy
Windcrest

Emergency Communication Centers

- 1 - ALAMO HEIGHTS PD
- 2 - BALCONES HEIGHTS PD
- 3 - CASTLE HILLS PD
- 4 - COMAL COUNTY SO
- 5 - GUADALUPE COUNTY SO
- 6 - HELOTES PD
- 7 - JBSA-FORT SAM HOUSTON
- 8 - JBSA-LACKLAND
- 9 - JBSA-RANDOLPH
- 10 - KIRBY PD
- 11 - LIVE OAK PD
- 12 - NEW BRAUNFELS PD
- 13 - QUARRY RUN/BEXAR COUNTY SO PD/FIRE/EMS
- 14 - SAN ANTONIO
- 15 - SCHERTZ PD
- 16 - SEGUIN PD
- 17 - UNIVERSAL CITY PD
- 18 - UTSA PD
- 19 - WINDCREST PD



Anticipated Revenue

The District generates revenue from multiple sources, with 9-1-1 wireline and wireless service fees comprising 91% of total income. Wireline service fee revenue is derived from specified wireline and Voice over Internet Protocol (VoIP) access lines in Bexar, Comal, and Guadalupe counties. Under the Texas Health and Safety Code, Chapter 772, Section 772.314, the Board is authorized to impose a 9-1-1 emergency service fee not exceeding six percent of the monthly base rate charged by the principal service provider. This fee applies to all residential lines and up to the first one hundred business lines at a given location, excluding state and federal lines. The board approves the fee annually, aligning it with the development and approval of the District's budget. By law, the fee must be uniformly applied across all participating jurisdictions and generate sufficient revenue to cover current and projected operational expenses related to the District's mission, while also providing reasonable reserves for contingencies and equipment replacement.

The Board of Managers initially established the emergency service fee on March 6, 1987, with no changes until 2018. On July 25, 2018, the board approved a revised service fee schedule for each local access line, effective October 1, 2018:

Residential Lines: \$0.50

Business Lines: \$1.00

In addition to fees from wireline and VoIP local exchange access lines, Bexar Metro also receives emergency service fee revenue from wireless and prepaid wireless subscribers as prescribed by law based on the population within the District. Population estimates are calculated annually using data from the Texas Demographic Center and proportionally allocated to Bexar Metro by the State Comptroller's Office. The statewide fee of \$0.50 per wireless line per month was set by Texas law in 1997.

Service Fee Revenue

The following assumptions were used to forecast anticipated service fee revenues for the FY2026 operating period:

Wireline / VoIP 9-1-1 Service Fee:

- Service fee revenue generated from Incumbent Local Exchange Carriers (ILEC), such as AT&T, and Competitive Local Exchange Carriers (CLECs) are projected to continue their year-over-year decline netting only \$640,170 in this budget. This reflects a 21.15% decrease compared to the prior year's budget.
- Private Switch is expected to remain unchanged at \$6,940.
- Revenue from Voice over Internet Protocol (VoIP) subscriptions is forecast to decrease by \$325,539, or -13.79%, to \$2,034,870.

Compared to FY2025, total wireline and VoIP service fee income is projected to decrease by 15.64%, a reduction of \$497,254, bringing the total anticipated service fee revenue to \$2,681,980.

Wireless 9-1-1 Service Fee:

The wireless service fee collected by the State Comptroller continues to increase slightly over the past several years due primarily to population growth. Based on this assumption and a slight modification in the population-based percentages used by the state to distribute wireless service fees, revenue is forecasted to improve by 1.89% to \$14,034,250.

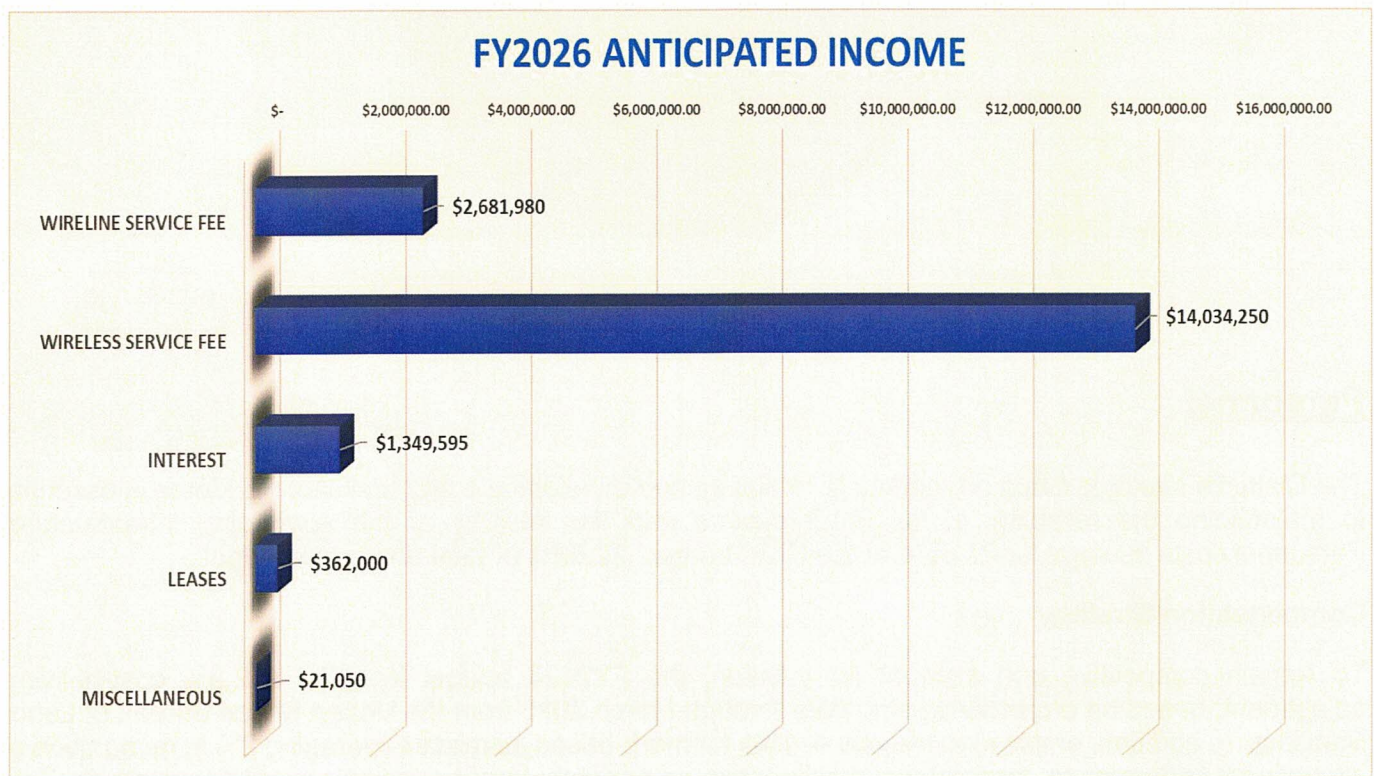
Non-Service Fee Revenue

Projections for non-service fee revenue, sourced from investment income, leases, grants and miscellaneous sources, such as rebates and special jurisdiction fees, are as follows:

- **Investment Income (Interest):** A \$1,349,595 return on deposits and investment accounts is anticipated this fiscal year. This reflects 39.18% decrease over the prior fiscal year, with projected lower interest rates and a reduction in bank balances due to FY2025 9-1-1 equipment capital expenditures.
- **Intergovernmental Revenue (Leases):** Projected revenue from Data Center contracts will increase by 7.10% from \$338,000 to \$362,000 due to a new contract with a regional emergency medical entity.
- **Miscellaneous Income:** Revenue from special use fees and rebates will equal \$21,050, down 10.43%.

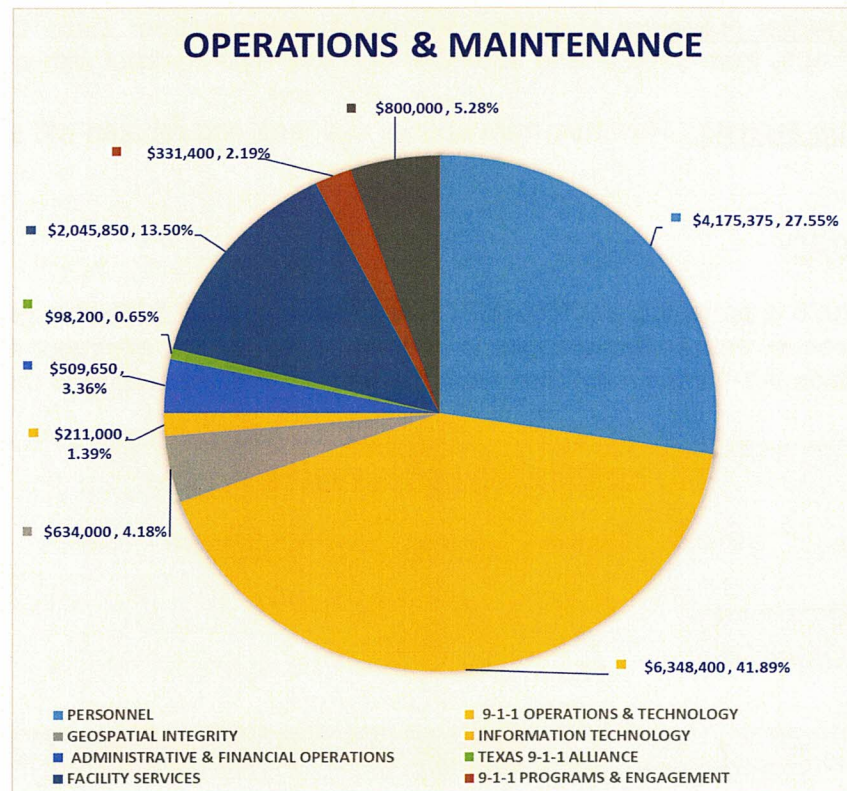
Revenue Summary

Total income for FY2026 is projected at \$18,448,875, representing a -27.51% change from the prior year. Reduced wireline revenue, anticipated changes in interest rates, and the expiration federal grant monies funding Next Generation 9-1-1 implementation were the primary drivers leading to the decrease.



Operations and Maintenance Expense

The Operations and Maintenance (O&M) budget represents 82% of the approved FY2026 budget, covering essential operational costs such as personnel, 9-1-1 equipment maintenance, Next Generation 9-1-1 services, facilities management, program support, and critical network infrastructure. The approved O&M expenditure for FY2026 is \$15,153,875, reflecting an increase of 2.90% (\$436,418) over the prior year's adopted budget.



Personnel

The District's strategic focus on attracting, retaining, and developing a highly skilled workforce is essential to maintaining the reliability of the 9-1-1 system and the integrity of the supporting infrastructure. Personnel costs account for 27.55% of the O&M budget; 22.63% of total approved budget.

Compensation Strategy

To remain competitive and account for inflation, the FY2026 budget includes a 2.9% cost-of-living adjustment, based on projections using data through March 2025 from the United States Bureau of Labor Statistics. In addition, employees may be eligible for merit-based increases averaging 2% in recognition of exceptional performance, professional certifications, and contributions beyond standard expectations. This compensation strategy is designed to keep the District competitive within the local high-tech labor market, acknowledge employee excellence, and support the retention of highly specialized staff.

Workforce

- **Information Security Architect (Reclassification):** Reclassifies an existing Systems Analyst position to address increasing cybersecurity demands. This position will serve as the District's

Information Security Officer (ISO), managing our cybersecurity program and enhancing current monitoring and mitigation measures to secure network operations.

- **Employee Relations Specialist (New):** Adds in-house human resources expertise to manage employee relations, staff training, policy compliance, and organizational development.

Personnel expenditures for FY2026 are projected at \$4,174,375, a 9.76% increase (\$371,329) over the prior year. The budget supports twenty-seven full-time positions, merit adjustments, and a 2% allocation to cover potential increases in health and medical benefits.

Administrative & Financial Operations

The Administrative and Financial Services Department plays a vital role in supporting the District's operations by managing financial, administrative, and human resource functions. The department's mission is to ensure the effective and efficient management of these essential areas. Expenses include business services, legal, travel, and professional development.

Core Responsibilities:

- **Executive Support:** Assists the Executive Director in overseeing financial and investment activities.
- **Accounts Management:** Manages accounts payable and receivable, ensuring accurate and timely processing of payments and receipts.
- **Payroll Processing:** Administers payroll functions, including salary disbursements, tax withholdings, and deductions, to ensure employees are paid accurately and on schedule.
- **External Consulting and Legal Services:** Coordinates with external legal, auditing, and consulting professionals to support specialized needs and regulatory compliance.
- **Records Management:** Maintains and oversees the District's records in compliance with legal and regulatory standards.
- **Employee Benefits Management:** Administers employee benefit programs, including health insurance, retirement plans, and other wellness initiatives.
- **Policy Compliance:** Ensures compliance with internal policies and procedures to uphold operational integrity.

The department's approved FY2026 budget is \$509,650, representing a 9.58% increase (\$44,650) over the previous fiscal year to account for projected increases in insurance premiums and expanded cyber liability coverage.

9-1-1 Operations & Technology

Operations & Technology, encompassing both the Operations Department and Engineering Solutions, prioritizes innovation, reliability, and security across District operations, with a primary focus on managing systems directly supporting 9-1-1 call delivery and public safety operations.

Core Responsibilities:

- **Next Generation 9-1-1 (NG9-1-1):** Leads configuration, management, and implementation initiatives to support advanced call routing capabilities and facilitate Originating Service Provider (OSP) transitions and interconnections with the 9-1-1 network.

- **System Reliability:** Maintains 24/7 operational readiness through scheduled maintenance, infrastructure upgrades, and secure system configurations, ensuring uninterrupted 9-1-1 communication services.
- **Technical Planning and Design:** Develops secure, scalable technology solutions that align with evolving public safety requirements and emerging communications standards.
- **9-1-1 Network Engineering:** Oversees the design and maintenance of call routing and network infrastructures, ensuring efficient and reliable call delivery between the OSPs and Emergency Communications Centers (ECCs).
- **Technical Support:** Provides expert-level assistance, troubleshooting, and operational support to ECCs and public safety stakeholders to maintain high performance and service quality.
- **Stakeholder Coordination:** Facilitates collaboration with ECCs, telecommunications providers, and other public safety partners to enable integrated 9-1-1 operations.
- **Information Assurance & Cybersecurity:** Cybersecurity continues to be a high priority for the District. The addition of the Information Security Architect provides a dedicated resource to develop enhanced security strategies and threat mitigation practices to protect critical 9-1-1 infrastructure and sensitive data.
- **Emerging Technology Implementation:** Evaluates and integrates new and evolving technologies - such as multimedia (image/video) services - to assess their impact on 9-1-1 call delivery, network operations, and data interoperability.
- **Disaster Recovery and Continuity Planning:** Develops and maintains comprehensive continuity of operations plans (COOP), including backup systems and redundant facilities, to ensure service resiliency during disruptions or large-scale emergencies.

9-1-1 Operations & Technology accounts for 41.89% of the Operations & Maintenance budget. The FY2026 budget is \$6,348,400, a -3.03% decrease from the FY2025 allocation of \$6,546,820. The reduction reflects cost savings from transfer of 9-1-1 switched ethernet transport services from AT&T to the Texas Department of Information Resources (DIR) and the transition of 9-1-1 network management, security, and engineering services to in-house resources.

Geospatial Integrity

The Geospatial Integrity Department is essential to the accuracy and reliability of Geographic Information System (GIS) data that enables Next Generation 9-1-1 (NG9-1-1) call routing services and Computer Aided Dispatch (CAD) systems. By maintaining high-precision map and geospatial data, the team ensures accurate call routing and mapping for emergency response.

Core Responsibilities:

- **Geospatial Data Management:** Collaborates with local agencies to update annexations, addresses, street changes, and subdivision developments in the geodatabases responsible for 9-1-1 call routing.
- **Orthoimagery Acquisition:** Procures high-resolution imagery to support bi-annual audit of physical changes (new subdivisions, road realignments, structures) to improve mapping accuracy.
- **Digital Base Map Maintenance:** Supports sub-meter accuracy for 9-1-1 call routing, caller location determination, and CAD systems used by public safety agencies across the tri-county region.
- **Indoor Mapping Initiatives:** Digitizing school floor plans to improve caller location accuracy within buildings, with expansion planned for public venues.
- **Quality Assurance:** Monitoring and assessing call routing data to ensure proper call routing and early detection of anomalies in data that have the potential to adversely impact emergency response.

- **Wireless Program Management:** Coordinating wireless call routing policies with the wireless service providers to achieve optimum call routing based on cell tower location, jurisdictional coverage, and traffic patterns.

The FY2026 recommended budget for Geospatial Integrity is \$636,000. This reflects a \$61,000 increase over the previous year driven by the anticipated procurement of an indoor photo capture system and a high-precision Global Positioning System (GPS) unit to support capture of indoor floor plans and enhance locational accuracy.

9-1-1 Programs & Engagement

Our commitment to operational excellence begins with the frontline individuals who answer the call—the 9-1-1 telecommunicators we support. As the first point of contact in an emergency, these professionals play an indispensable role in public safety. The Programs and Engagement Department is central to our mission, advancing performance through innovative programming, specialized training, and community partnerships that empower telecommunicators and strengthen ECC operations across our region.

Through strategic collaboration with agency leadership, the department ensures that ECC personnel are not only equipped with the tools they need today but are also well-positioned to meet the challenges of an increasingly complex public safety environment. By fostering continuous learning, promoting public awareness, and supporting workforce readiness, the team upholds our commitment to excellence and service in every call for help.

Core Responsibilities:

- **Training and Education:** In addition to fulfilling the training mandates established by the Texas Commission on Law Enforcement (TCOLE), our comprehensive curriculum includes specialized courses in:
 - Law enforcement and fire dispatch protocols
 - Telecommunicator health and wellness
 - CPR certification and lifesaving procedures
 - Effective handling of domestic and family violence calls

Our training programs are continuously reviewed and refined to ensure alignment with emerging technologies, operational best practices, and the evolving demands of public safety communications.

- **Public Education / Community Engagement:** Public education and outreach remain fundamental to our mission. The Community Engagement Program is designed to raise awareness of 9-1-1 services, foster public trust, and promote responsible use of emergency resources. Through collaborative initiatives with local organizations and educational institutions, we reach thousands of children each year with meaningful, educational experiences.

Highlighted programs include:

- “Bear” Metro CPR – A creative initiative introducing elementary school students to CPR basics using teddy bears, in partnership with local school districts.
 - Badges, Bikes, and Tykes – A collaborative effort with the Seguin Police Department that connects public safety with families in a fun and engaging environment.
 - Hero Like Her Camps – An ongoing partnership with the San Antonio Fire Department, inspiring young girls through immersive exposure to public safety careers.
- **Telecommunicator Pre-Employment Screening:** This initiative enables our partner agencies to make informed, data-driven hiring decisions and helps ensure a higher level of readiness and

capability within the 9-1-1 workforce. Through the strategic deployment of CritiCall, ECCs can assess an individual's core competencies and better identify candidates with the aptitude to succeed in high-stress, mission critical environment of 9-1-1.

The approved budget is \$331,400, a 5.81% increase over the prior fiscal year. The additional funding supports expanded training programs and the development of new public engagement initiatives to further strengthen community engagement and education efforts.

Facility Services

The Facility Services budget supports the maintenance, management, and operation of Bexar Metro's two public safety centric facilities: **Saddletree Headquarters** and the **Quarry Run Regional Operations Center**.

Core Responsibilities

- **Building Systems Operations and Maintenance:** Ensures the reliable and efficient operation of all facility infrastructure, including HVAC, plumbing, electrical, and mechanical systems, which are essential to the continuity of 9-1-1 services and data center functions.
- **Health & Safety Compliance:** Maintains clean, safe, and code-compliant environments that support the wellbeing of personnel, visitors, and emergency operations, adhering to all relevant health, safety, and environmental standards.
- **Vendor and Contract Management:** Oversees procurement and performance of contracted services such as janitorial, landscaping, pest control, and waste management to ensure quality, cost-effectiveness, and compliance with service level agreements.
- **Security and Access Control:** Manages physical security systems and protocols, including access controls, surveillance, and emergency preparedness measures, while ensuring adherence to building, fire, and safety regulations.

The Facility Services recommended budget is \$2,045,850, reflecting a 3.33% increase, or \$65,850, over the previous fiscal year supporting adjustments in vendor contracts and increased maintenance costs.

Information Technology

The Information Technology (IT) Department, composed of both internal staff and a managed service provider, plays a critical role in supporting all Bexar Metro departments. IT ensures the continuous operation, efficiency, and security of the District's administrative servers, hardware infrastructure, and digital services. A total of \$211,000 is allocated in the FY2026 budget to support IT operations, maintenance, and a new managed services arrangement for administrative clients, servers, and hardware.

Core Responsibilities:

- **Hardware Procurement and Maintenance:** Oversees the assessment, acquisition, deployment, and upkeep of all physical technology assets required for agency operations, ensuring reliability and lifecycle management.
- **Management of Software and Productivity Suites:** Administers enterprise and productivity applications, ensuring all staff have access to secure, current, and efficient digital tools that support collaboration and service delivery.
- **Management of Video Surveillance Systems:** Maintains the functionality and storage capacity of the District's security camera systems, ensuring continuous monitoring and protection of Bexar Metro facilities.

Texas 9-1-1 Alliance

The Texas 9-1-1 Alliance, established under the Texas Interlocal Cooperation Act, comprises the twenty-seven (27) Emergency Communication Districts (ECD) as outlined in the Texas Health and Safety Code Chapter 772. Through active participation, the District ensures ongoing collaboration with fellow ECDs across the state concerning technical, legislative, and regulatory aspects impacting 9-1-1 services at national, state, and regional levels. The allocation of expenses among Texas Districts is based on population, and it is anticipated that related expenses will remain unchanged at \$98,200.

Contingency

A contingency line item of \$800,000 has been designated to provide immediate funding for unforeseen events, such as mechanical failures or natural disasters, which may require urgent repairs or replacements of critical components within the 9-1-1 system, network, and facilities infrastructure. This allocation ensures immediate access to necessary funds to procure assets to address these emergencies. In alignment with previous budget cycles, \$250,000 from this contingency fund will be allocated as an annual year-end contribution to the Texas County and District Retirement System (TCDRS) to offset any decline in return and ensure full funding status is preserved.

Capital Expenditures

ECC Enhancements and Infrastructure

Budget Allocation: \$500,000

- Funds specifically allocated to support strategic initiatives dedicated to enhancing the operational efficiency and communication infrastructure at Emergency Communication Centers. Support parameters encompass various improvement projects such as upgrading dispatch console furniture, replacing call archive/voice logging systems, improving data cable and electrical systems to support ECC renovations, and installing protective measures to safeguard critical infrastructure and network components.

Mission Critical Systems

Budget Allocation: \$1,195,000

Strategic Initiatives:

- A collaborative project funded by the Texas Department of Public Safety (DPS) for the installation of a 250-foot public safety radio tower at the Quarry Run Regional Operations Center. This tower will provide antenna space to support Bexar Metro contingency radio operations, DPS communications along the IH-10 corridor between San Antonio and Kerrville, Texas Department of Transportation (TxDOT) statewide radio services, and antennas for the Alamo Regional Public Safety System.
- An upgrade to the Eventide 9-1-1 call logging/recording system at Quarry Run will enhance the capture of 9-1-1 calls and radio traffic. This project is in parallel with the planned upgrade of the Eventide system supporting San Antonio Police and Fire 9-1-1 operations at Brooks.
- Allocation of funds set aside for procurement of additional 9-1-1 consoles as dictated by changes in population, staffing, or ECC expansions.
- End of Life (EOL) Replacements: 1) Cisco Identity Services Engine (ISE) security servers, which manage 9-1-1 network zero-trust policy-based user and endpoint device access, 2) Administrative network firewalls.

Information Technology

Budget Allocation: \$207,500

Strategic Initiatives:

- End of Life (EOL) Replacement: Quarry Run Wireless Access Points/Controllers.
- Allocation for data center improvements needed to support the expansion of existing tenant services (power, security, data).

Vehicles

Budget Allocation: \$55,000

- Replace a 2016 Chevrolet 1500 4x4 Crewcab with a comparable vehicle.

Facilities

Budget Allocation: \$337,500

Quarry Run Projects:

- Replace employee parking lot and operations floor access doors with automatic, push-button/badge activated, ADA compliant access doors to increase accessibility for individuals with mobility issues or who use a wheelchair.
- Security Upgrades – Replace existing building manual swipe readers at building exits with proximity readers and upgrade access control server infrastructure.

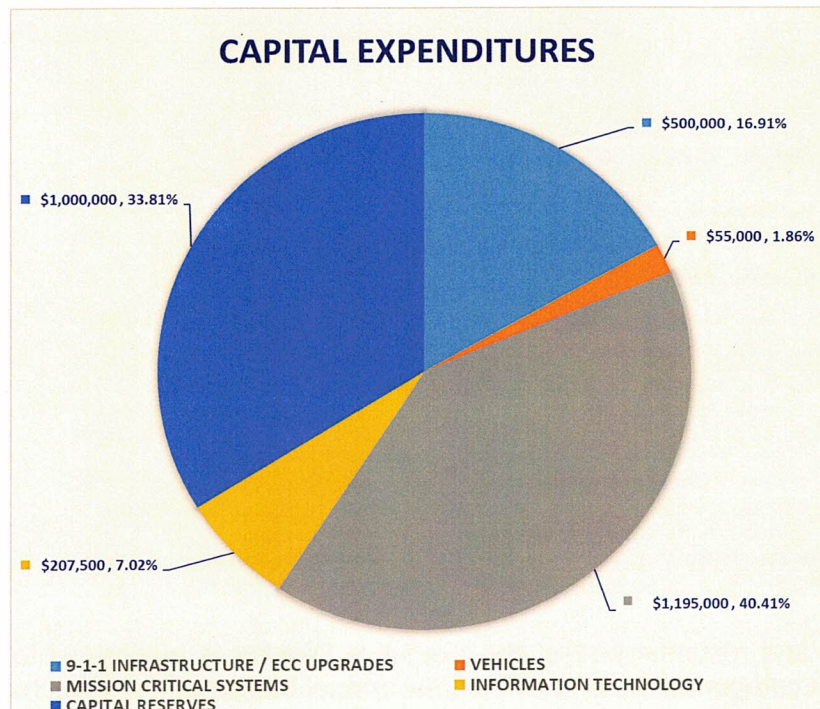
Saddletree Projects:

- Replace two mini-split systems serving the building's main computer room and electrical distribution room.
- Reallocation of workspace within the Information Security Operations Center (ISOC) to provide additional office and lab workspace space for security and engineering personnel.

Transfer to Capital Reserves

Budget Allocation: \$1,000,000

- Encumbered to fund future 9-1-1 system, facility, and technology improvements.



The FY2026 capital improvement budget of \$3,295,000 positions Bexar Metro to advance 9-1-1 capabilities, modernize critical infrastructure, and build reserves for future innovation. Investments focus on operational resilience, security, and expanded regional communications support.

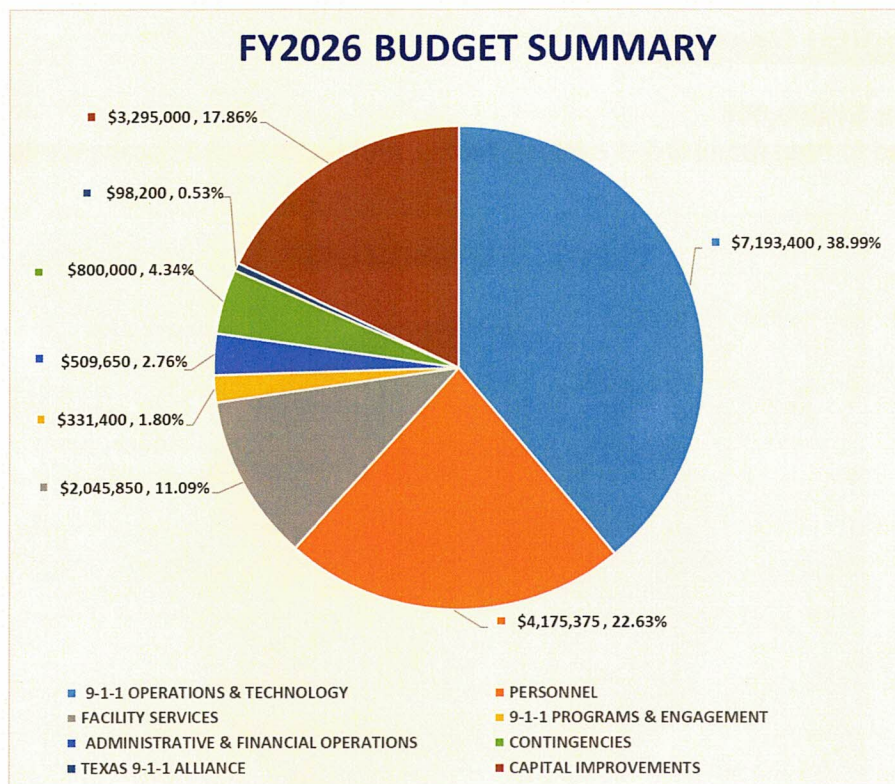
Budget Summary

The Fiscal Year 2026 Financial Plan and Budget was developed to ensure sufficient resources for all anticipated programmatic and capital expenditures. With the existing 9-1-1 service fee rates remaining unchanged, the recommended budget strikes a balance between operational needs and strategic initiatives. Budgeted expenditure is projected to decrease by -27.54%, or \$7,013,582, due to completion of the 9-1-1 System and Network capital upgrade project during the previous budget cycle. As presented, projected expenditures are balanced with anticipated revenue.

Total Budget: \$18,448,875

Allocation Breakdown:

- Operations & Maintenance: **\$15,163,875 (82% of Budget)**
- Capital Improvements: **\$3,295,000 (18% of Budget)**



To maintain flexibility and responsiveness, the Executive Director is authorized to approve transfers of funds between budget categories, as long as the total annual budget remains unchanged.

The funds allocated for operational initiatives and capital improvements in this budget reaffirm Bexar Metro's steadfast commitment in providing state-of-the-art 9-1-1 communications services to the residents of Bexar, Comal, and Guadalupe counties, while ensuring the region is served by one of the most resilient 9-1-1 systems and network infrastructures available.

Bexar Metro 9-1-1 Network Approved Fiscal Year 2026 Budget

Anticipated Revenue

Wireline / VoIP Service Fees	\$2,681,980
Wireless Service Fees	\$14,034,250
Interest Earned	\$1,349,595
Lease Agreements	\$362,000
Miscellaneous	\$21,050

Total Available Funds	\$18,448,875
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Operations & Maintenance Expense

Personnel	\$4,175,375
Administrative & Financial Operations	\$509,650
9-1-1 Operations & Technology	\$6,348,400
Information Technology	\$211,000
Geospatial Integrity	\$634,000
9-1-1 Programs & Engagement	\$331,400
Facility Services	\$2,045,850
Texas 9-1-1 Alliance	\$98,200
Contingencies	\$800,000

Total O & M Expense	\$15,153,875
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Capital Improvements Expense

Mission Critical 9-1-1 System & Network	\$1,195,000
ECC Infrastructure Improvements	\$500,000
Saddletree Facility	\$106,500
Vehicles	\$55,000
Quarry Run Facility	\$231,000
Information Technology	\$207,500
Transfer to Capital Reserves	\$1,000,000

Total Capital Expenditures	\$3,295,000
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Total Fiscal Year 2026 Budget	\$18,448,875
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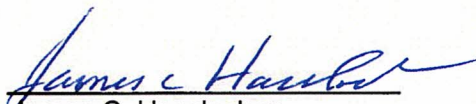
BEXAR METRO 9-1-1 NETWORK

Approved by the Board of Managers this Thirteenth Day of May 2025.

By:

Name:

Title:



James C. Hasslocher

Chair, Board of Managers

Garden Ridge Community and Event Center
Monthly Report
June 1st thru June 30th ,2025

Utilization (by Days)

FY 24-25 (Current Month)	FY 24-25 (Current Year)	FY 23-24 (Year to Date)	FY 22-23 (Year to Date)
14	177	248	286

Wildflower (Booked Current Month) **Bluebonnet** (Booked Current Month)

10

4

Category Count (by Events)

(Current Month)

(Year to Date)

1. Resident / Non-Resident	8	53
2. City Chartered Non-Profit Organizations	0	22
3. Non-Profit Service Organizations	1	48
4. Non-Profit Associations	2	33
5. City Use	3	21

Administrative Operations and Upcoming Events

City Hall Office Hours

- Monday/Wednesday/Thursday: 8am-5pm, Tuesday: 8am-6pm, and Friday: 8am-4pm.
- Upcoming Holidays/City Offices Closed: Friday, July 4th and Monday, July 7th.
- After hours emergency phone number: 210-651-6831.

4th of July Parade and Celebration

- The City of Garden Ridge will host our Annual 4th of July Parade and Celebration at Paul Davis Park on Friday, July 4, 2025, from 9:30am to 12pm. This year we'll have our annual parade with AWARDS for parade entries, so start planning those float decorations! We are also continuing the Classic Car Show this year. Additionally, of course there will be plenty of food and fun to include: hamburgers & hot dogs, ice cream, popcorn, water slide, splash pad, train ride, face painting, and music!
- See the City's website or the City's social media platforms for additional event details.

Admin Staff

- The City of Garden Ridge is currently seeking applications for the Court Clerk position. Additional information, including the job description and application, are available on the City's website at <https://www.ci.garden-ridge.tx.us/jobs.aspx>.
- Assistant City Secretary Cyndi Simmons completed a 12-hour Strategies in Leadership Excellence Seminar for the Texas Municipal Clerk's Certification Program.

Communication Efforts

Water Alerts/Customer Portal: Access your water usage information and configure notification preferences easily and securely from the Get My Meter Info web portal (<https://getmymeter.info>) and integrated smart phone apps. See the Advanced Metering Infrastructure (AMI) page on the City's Website for more details (<https://www.ci.garden-ridge.tx.us/557/Advanced-Metering-Infrastructure-AMI>).

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 City information by subscribing to Notify Me email/text notifications. By signing up, you can receive 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.

Streaming of Meetings: City Council – 434 views / Commissions – 28 views

Public Information Act Summary	
Year	Number of Requests
2025	69
2024	122
2023	124
2022	166
2021	146
2020	207
2019	276
2018	225

Social Media Summary	
Social Media Platform	Number of Posts
Facebook	35
Instagram	35
NextDoor	28
X (Twitter)	28
Total for Month	126





POLICE DEPARTMENT MONTHLY BREAKDOWN

June 1 to June 30

Calls for Service

Dispatched: 120

City Ordinance: 16 (0 - Water)

False Alarms: 20

Arrests

- * 1 – Outstanding Warrant from the State of Oregon for Rape 1, Sodomy 1, Rape 2, & Sodomy 2
- * 2 – Driving While Intoxicated
- * 1 – Possession of a Controlled Substance, PG 2, <1G
- * 1 – Sexual Assault warrant issued by GRPD was served by the US Marshals in the State of Ohio

Traffic Enforcement

Crashes: 4

Citations: 95

Warnings: 93

Total: 188

Training

- * Ofc. Brown has completed Phase 1 of the Field Training Program and has moved into Phase 2.

Outreach Efforts

- * The 1st Responders Pancake Breakfast was another successful event where we were able to make a significant donation to the Children's Advocacy of Comal County.
- * Coffee with the Cops (Monthly)
- * GRPD held a Citizens Patrol training course for GRCPAAA members interested in participating in that program.
- * GRPD hosted our annual Active Shooter Emergency Care Course for citizens to better prepare for emergency situations
- * GRCPAAA volunteer hours 120 hours

Administrative Comments

- * Cadet Forehand is less than a month away from graduating the police academy and coming onboard as a full-time police officer .
- * Cadet Carney passed the first phase of the police academy and is proving to be driven with determination.



City of Garden Ridge

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

MONTHLY PUBLIC WORKS REPORT

June 2025

Activities for the month

Public Works Tasks Completed: 391

Steven Steinmetz
Public Works
Director

Eric Lowman
Public Facilities
Foreman

Stanley Georg
Manuel Troncoso
Ryan Ferguson
Carlos Arias

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

**July Dumpster
Schedule**

July 12, 8am to 5pm

July 13, 12pm to 4pm

July 19, 8am to 5pm

July 20, 12pm to 4pm

Storm Water Drainage Facility and Easement Maintenance

- Inspected 10 outfalls.
- Inspected 18 detention ponds.
- Stormwater Public Outreach: 2 messages displayed during bulk dumpsters.
- Trash removed from right of ways: 15lbs
- Rain fall total: 7.53in.

Street/Sign Maintenance

- Continue to replace old street signs.
- 3 1/2 tons of asphalt patch repairs on Old Nacogdoches.
- Replace Kids At Play sign on Valley Park.
- Replace sign pole at Bluebell and Grass Creek.

Parks Maintenance

- Ongoing dead tree removal at Davis Park.
- Replaced toilet in girls restroom.
- Repair the water service line to the BBQ Hut.
- Added 10 yards of kiddie mulch to kids playground areas.
- Installed two shade canopy's to kids playgrounds.
- Completed the oak stump chainsaw carving project.
- Added 10 engraved bricks to the bricks garden.

City Facility/Church Buildings/Community Center/Property Maintenance

- Install parking stops for PD parking spots.
- Remodel/repaint Building Inspectors Office.
- City Hall passed Fire Alarm system inspection.
- Cleaned Library windows.
- Replaced damaged ceiling tiles at Church buildings.
- Replace a temperature sensor in City Hall Air Handler 2.

Equipment/Vehicle Maintenance

- Replace the expanded metal on the drop gate of the Public Works small trailer.
- Replace the seat on the Mahindar tractor.
- Refueled all generators and storage tank.
- New batteries in the Case backhoe.

Class/Continuing Education

- Ryan and Duane attended Entry To Backhoe Operation Training.
- Eric attended Trane Synchrony Quarter 2 Lunch N Learn Training.
- Everyone attended Cyber Security Training.

Oak Wilt

- No new cases.

Future Projects or Needs

- More storage space required.
- Covered equipment storage.

Animal Services Monthly Activities

- 2 Live trap loaned out for the month, total for the year is 12.
- 312 Pets registered for the year.

Adoptions

- 0 Dogs; 2 Year To Date
- 0 Cats; 2 Year To Date

Returned To Owners

- 3 Dogs; 17 Year To Date
- 0 Cats; 0 Year To Date

Transferred To Other Agencies

- 0 Dogs; 1 Year To Date
- 0 Cats; 1 Year To Date

Currently In City Care

- 4 Dogs
- 4 Cats
- 4 Kittens

Ready For Adoption

- 0 Dogs
- 0 Cats



Year to Date Wildlife Report

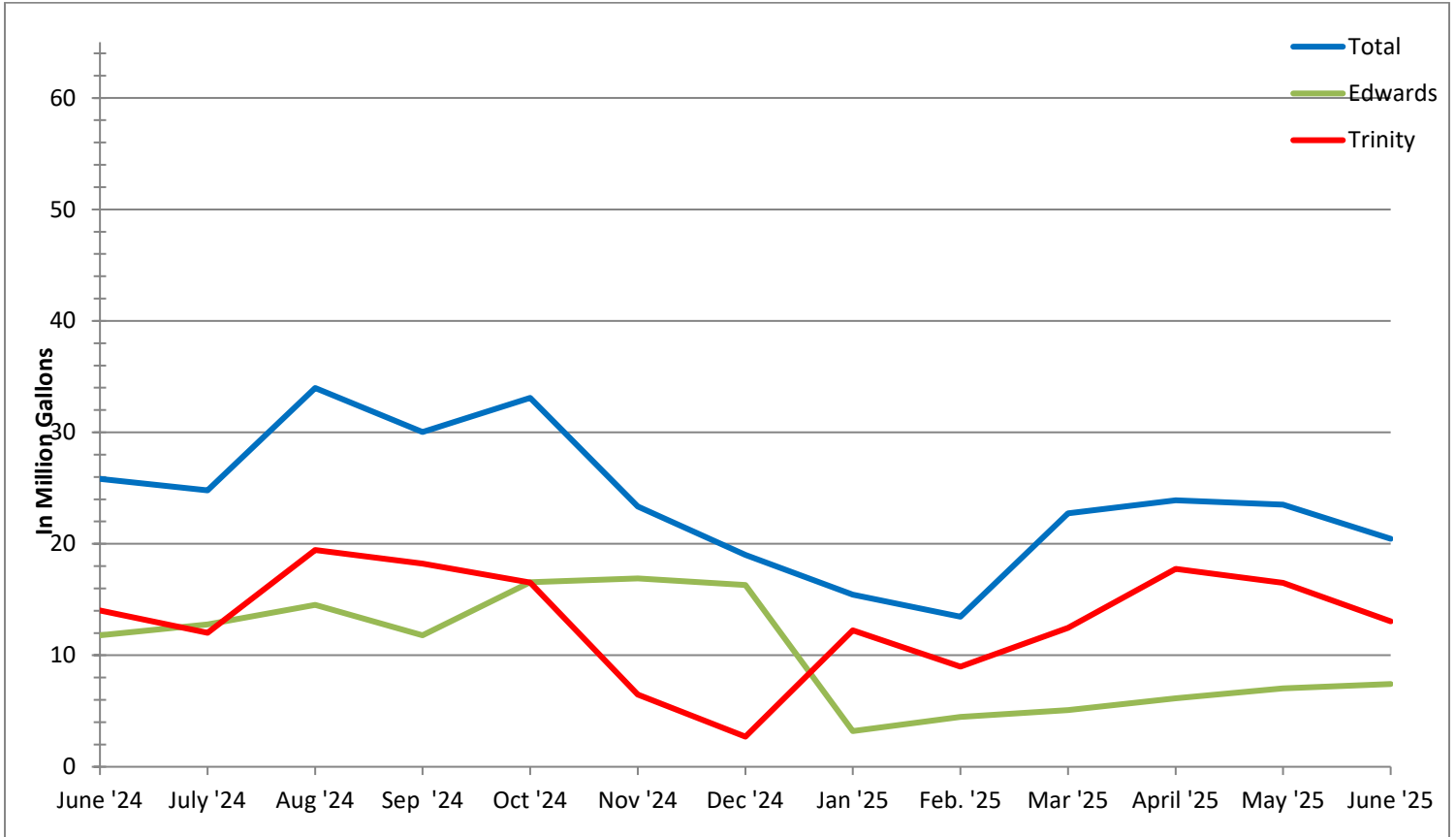
	Jan	Feb.	Mar	Apr.	May	Jun	Jul	Aug.	Sep.	Oct	Nov	Dec.	Total
Deer	12	8	6	11	6	7							44
Raccoons	3	2	6	6	6	5							28
Opossums	2	1	2	3	3	1							12
Skunks	6	8	3	1		1							19
Wild hogs			2	4									6
Turtles				1									1
Squirrels	1			3		1							5
Foxes		2			1								3
Armadillos					3	1							4
Hawks				2									2
Bats				2									2
Coyotes													
Buzzards		3											3
Ringtails	1	1		1		1							4
Snakes			1	1	1	1							4
Duck						1							1
Porcupine													
Rabbit													
Totals	25	25	20	35	20	19							144



Utilities Department Report

As of June 30, 2025

City of Garden Ridge Aquifer Usage

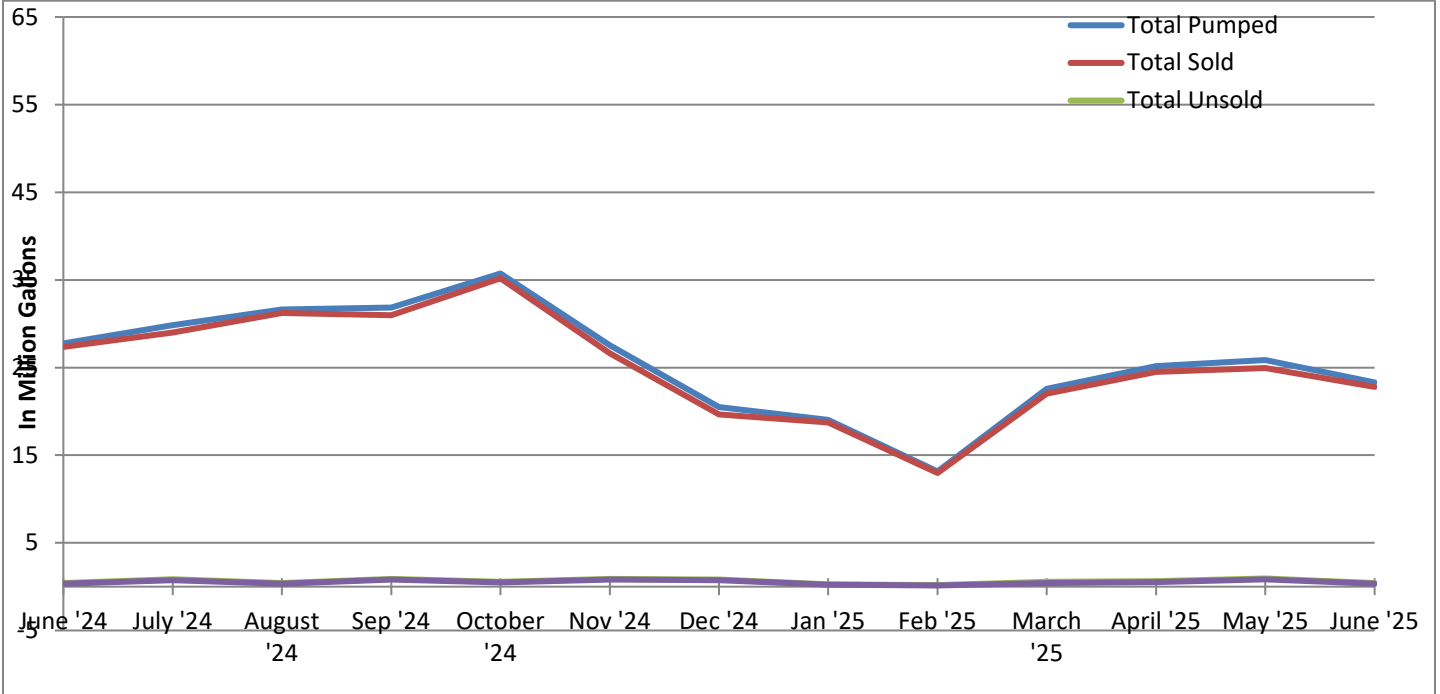


	Month:	Year:	Available:	Stage:
Edwards Well Usage AC/FT:	22.79	102.45	422.20	3
Trinity Well Usage AC/FT:	40.4	264.38	N/A	0

Water Quality

Bacteriological Samples:	Due:	Missed:	Passed:	Failed:
Distribution samples:	6	0	6	0
Chlorine Residual test:	30	0	30	0
Special Samples:	0	0	0	0

2024 – 2025 Pumping Report



	Total Pumped (Thousands)	Total Sold (Thousands)	Total Unsold (Thousands)	Unaccountable Unsold (Thousands)	Unaccountable Unsold %
June '24	27,746	27,355	391	331	1.2%
July '24	29,853	29,010	843	744	2.5%
August '24	31,637	31,223	404	328	1.0%
September '24	30,972	31,860	888	792	2.5%
Oct '24	35,730	35,186	544	484	1.4%
Nov '24	27,536	26,636	900	813	2.9%
Dec '24	20,478	19,657	821	734	3.6%
Jan '25	19,014	18,175	269	219	1.2%
Feb '25	13,146	12,971	175	135	1.0%
March '25	22,577	22,021	556	407	1.8%
April '25	25,154	24,512	642	506	2.0%
May '25	25,864	24,932	932	832	3.2%
June '25	23,291	22,784	420	333	1.8%
Yearly Average	25,615	25,102	599	512	2.0%
	Yearly national average				16%

Utilities Department Monthly Activities:

New Installed Meters	0	Work Orders	269
Meter Replacements	1	Locates	41
City Owned Leaks	0	Irrigations Permits Issued	0
Meters Read	1701	Total Rebates	0
Meter Tests	0		0

AMI Information

Total Portal Customers: 912 up 8 from April

Meter Daily Readability Percentage: 99.24% for 1,694 assigned meters (current bill cycle)

Main Breaks/City Repairs: Fire Hydrant leak

Estimated Water Loss

Location:

Explanation:

Leak Adjustments

New Requests	0	Waiting for Customer	0	Approved	0	Amount Approved	\$	Denied	0	Sent to Water Commission	0
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Employee Training/certifications



Garden Ridge Library

Volume IX, Issue 10
July 2, 2025

Monthly Library Update

By Linda Crosland, Library Director

For leisure, for learning, for life!

Upcoming Activities for July

In Chronological Order

Adults

Tuesday, July 1, **Cards for Troops**, 1:00 pm

Thursday, July 3-31, **Adult Coloring**, 1:00 pm

Tuesday, June 17, **Card-making**, 1:00 pm

Children

Fridays—**Family Storytime**, 10:30 am

July 1-3, **Water & Ice Week Activities**

July 7-10, **Nature Week Activities**

July 14-17, **Dino Camp Week Activities**

July 21-24, **Brainiac Week Activities**

July 28-31, **Game Week**

Each “camp” is from 10:30 am—12:00 noon

Special Event

Thursday, July 31, 5:00-7:00 pm

**Science Heroes Show, Banana Split Bar,
Summer Reading Prizes awarded**

***Children’s Activities**

***Adult Activities**

***All Ages**

Department Statistics for June

Visits to the Library 1,155

Items Checked Out 4,346

\$ Saved by checking out hardcopy books

during month \$14,654

\$ Saved by using eBooks \$21,515

New Patrons Added 18

New Items Added, Physical books 94

-Libby Books + Libby Advantage +

Boundless 1,196

Volunteer Hours 204

Activity Statistics

Children’s Preschool 118

Children’s Elementary Age Activities 264

Adult Classes—Coloring, Book club,

crafts, Lunch-n-Learns 78

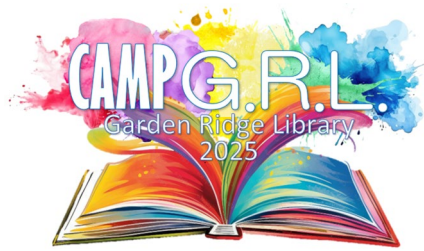
Teens Writing Class 9

Activity Totals 469

“Libraries are essential in a process of giving citizens access to knowledge. In digital times they are needed more than ever before.”

- Author Unknown

Camp GRL!



**We had a
successful
Camp Week in
June
Activities included**

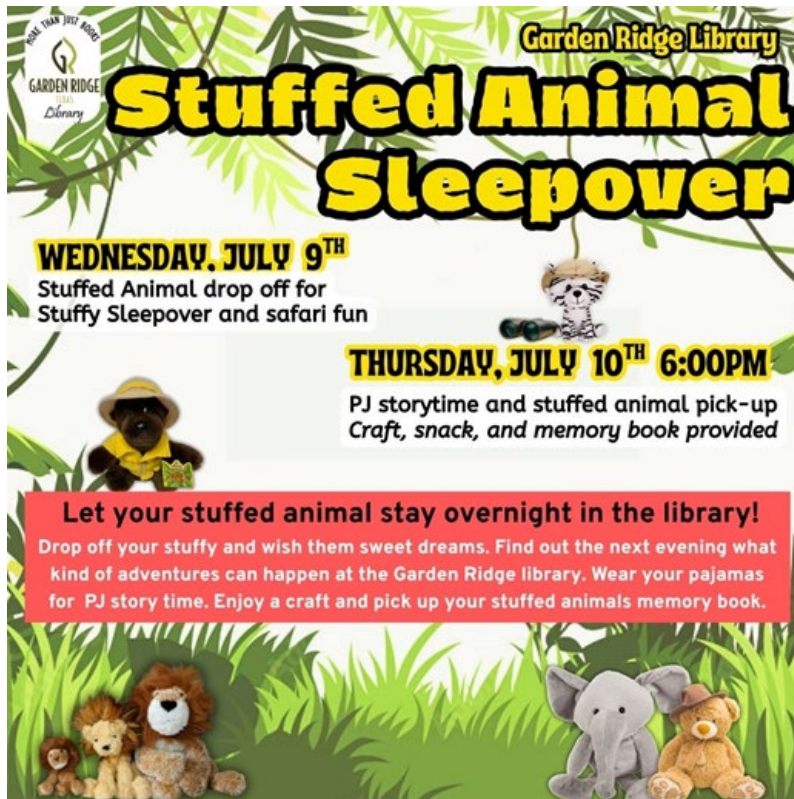
- **Lego Robotics, of course**
- **Make-a-Tee-Shirt with the Camp Logo**
- **Build-a-Fort**
- **Flashlight Fun**
- **Nerf Target Practice**
- **Make Marshmallow Shooters**

After a very successful Pizza Palooza to kickoff Summer Reading



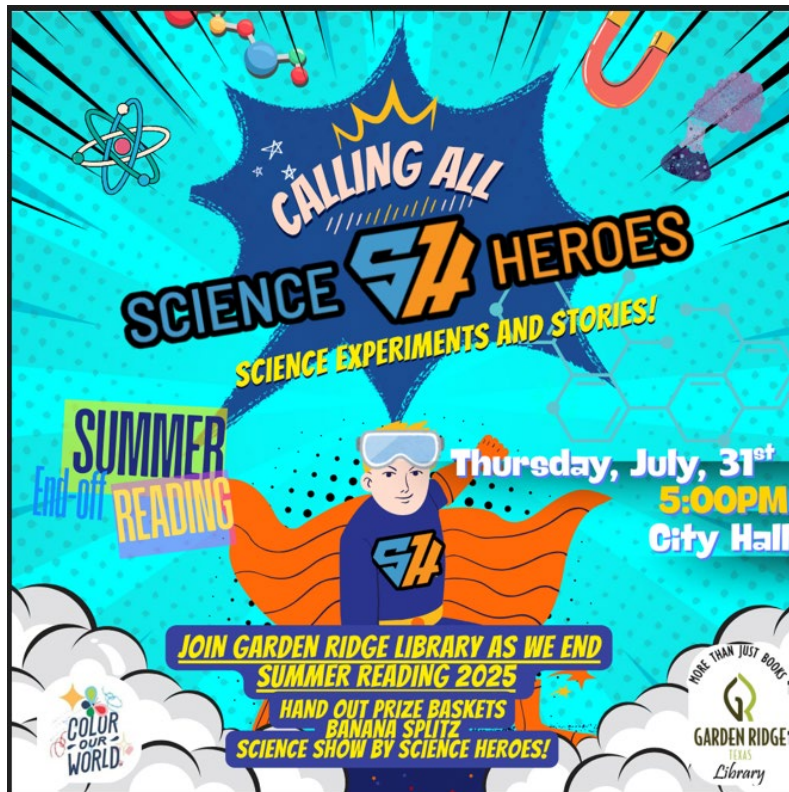
Summer Reading at the Library!





Coming in July

- Stuffed Animal Sleepover
- Water & Ice Week
- Nature Week
- Dino Camp
- Brainiac Week
- Science Heroes Show
- Banana Split Bar
- Reading Awards



memorandum

To: Garden Ridge City Council
From: Trihydro Corporation
cc: Mr. Ryan Rapelye, City Manager, City of Garden Ridge
Date: June 18, 2025
Re: Engineering Report for July 2025 Council Meeting

The intent of this memorandum is to provide the status of various projects that Trihydro is currently working on for the City of Garden Ridge. Updates to this memorandum subsequent to submittal will be provided at the council meeting.

FM 2252 TxDOT Project

- Project Background
 - This project is for the relocation of waterline in conjunction with TxDOT's FM 2252 roadway project. Trihydro staff are working with TxDOT to relocate existing waterlines in anticipation of roadway work.
 - Contract Price – \$1,179,737.61
 - Percent Complete – 88%
 - Schedule – Estimated completion in late July.
- Project Status
 - The crew has completed waterline work on the Northwest side of the FM 2252 and FM 3009 intersection and are cleaning up the area for CenterPoint work to commence. Trihydro will continue to work with the contractor to complete the remaining waterline work Northeast of the intersection.

SAWS Emergency Interconnect Project

- Project Background
 - This project is for a water line connection to SAWS for use in emergency situations. This project provides the City additional resiliency in their water system with an added water source connection. Trihydro staff are working with SAWS to prepare an agreement for Garden Ridge consideration.
 - Project Phase – Preliminary Design
- Project Status

- SAWS will bring the agreement in front of their board on July 1. The Schoenthal Tract has proceeded with their plat application through Comal County and is currently under technical review. A SAWS board update can be provided at the July council meeting.

Municipal Ground Storage Tank Rehabilitation Project

- Project Background
 - This project is to rehabilitate the existing 328,000-gallon bolted steel ground storage tank located adjacent to the Public Works Building. This project is intended to extend the life of the deteriorating bolted tank until funding is allocated for construction of a new tank.
 - Project Phase – Preliminary Design
- Project Status
 - This project is in the preliminary design phase and is targeting public works review in early July. This rehabilitation work aims to commence in early November.

Bat Cave Rd Improvements Project

- Project Background
 - This project will rehabilitate the 0.67-mile City-owned section of Bat Cave Rd spanning from Park View Dr through the Triumphant Lutheran Church. This project is in response to the Comal County overlay of County-owned sections of Bat Cave Rd. The project consists of base repair in critical locations and asphalt overlay for the full length of City-owned roadway.
 - Project Phase – Bidding Phase
- Project Status
 - This project is scheduled to open bidding on June 24 and is planned to present a construction contract for council consideration at the July council meeting.

Water System Capital Improvement Plan Project

- Project Background
 - This project will focus on current and future water system needs, taking into account growth and future land use over a 20-year period. This includes analysis of existing facilities, identification of potential deficiencies, and system improvement exploration. Trihydro will work with City stakeholders to develop a water system capital improvement list.
 - Project Phase – Water System Model Phase
- Project Status
 - This project is currently gathering stakeholder information to incorporate into the water system model. Trihydro anticipates to have a preliminary list for stakeholder review in 4-5 months.

Land Development Projects and Reviews

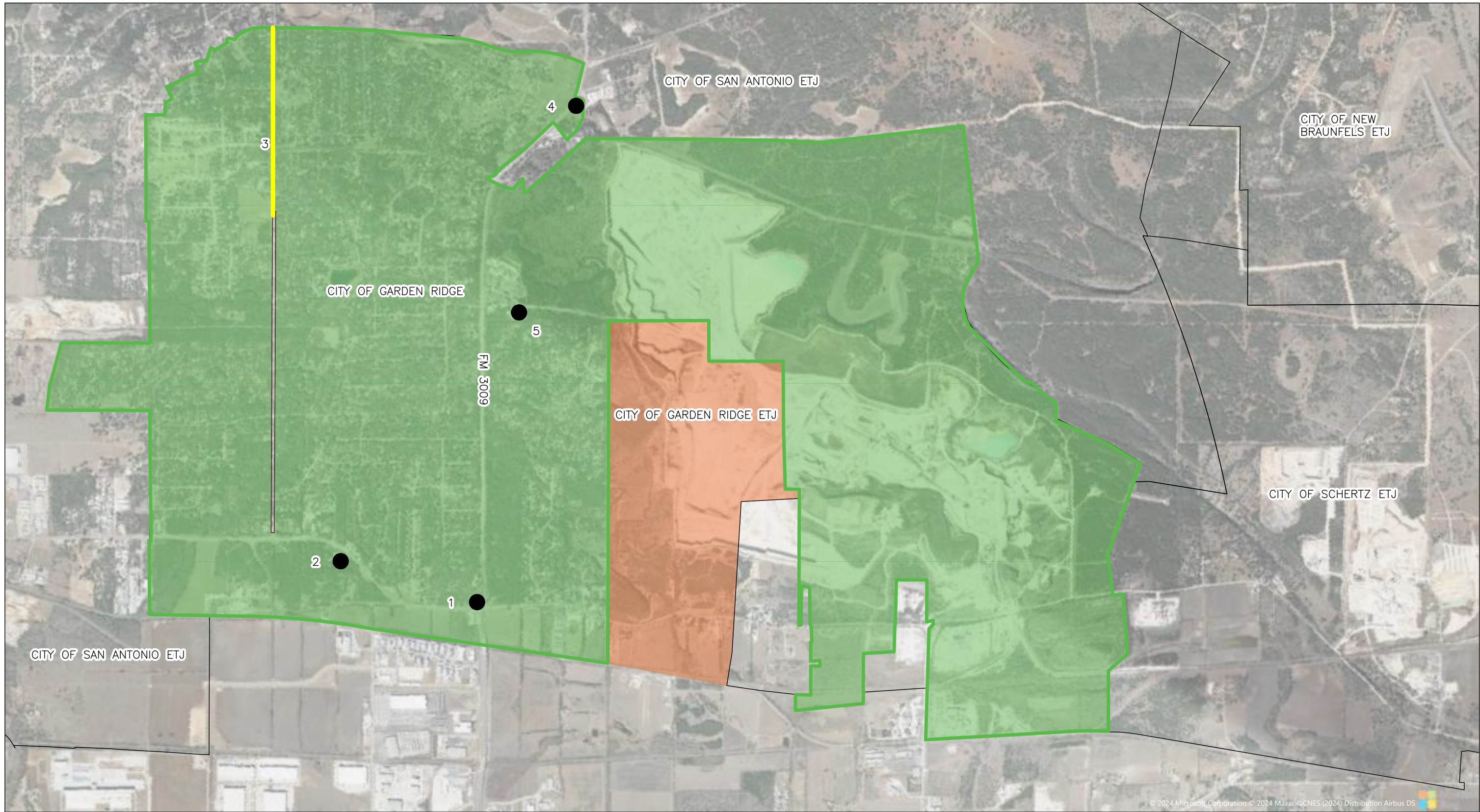
- The Revival
 - Trihydro provided Review 2 comments to the development team on March 21st. A complete comment response has not been received at the time of this report.

Miscellaneous Engineering Services

- FM 2252 Truck Route Analysis
 - AAMPO has not provided an update on their route study at the time of this report submittal. AAMPO invites submittal of any traffic information that may assist their study.
- Recommended Capital Improvement Program Update
 - A roadway asset data collection company has provided a Pavement Condition Index (PCI) investigation scope for consideration. This will be incorporated into a recommended capital improvements report, incorporating water, wastewater, drainage, and roadway projects.

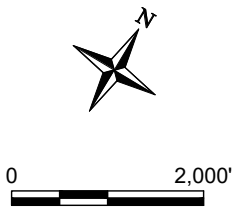
Figure:
Project Location Map

C:\USERS\ALopez\Trihydro\CITY OF GARDEN RIDGE - DOCUMENTS\CADD\CITYENGINEER\SINGLEFIGURES\GARDENRIDGEPROJECTLOCATIONS (1)



EXPLANATION

	CITY OF GARDEN RIDGE CITY LIMIT	4	PROJECT - SAWS EMERGENCY CONNECTOR
	CITY OF GARDEN RIDGE ETJ	5	PROJECT - MUNICIPAL GROUND STORAGE TANK REHAB
1	PROJECT - FM 2252 WATER LINE		
2	DEVELOPMENT REVIEW - THE REVIVAL		
3	PROJECT- BAT CAVE ROAD IMPROVEMENTS		





Trihydro
CORPORATION

New Braunfels Austin
1672 Independence Dr., Ste. 315 5508 Highway 290 West Suite 201
New Braunfels, Texas 78132 Austin, TX 78735
(P) 830/626.3588 (F) 830/626.3544 (P) 512/442.3008 (F) 512/448.7811
www.trihydro.com

FIGURE 1			
CURRENT PROJECT LOCATIONS			
ENGINEER'S REPORT CITY OF GARDEN RIDGE			
Drawn By: AL	Checked By: HC	Scale: 1" = 2000'	Date: 6/18/25



AGENDA ITEM:	8.b) Water Rate Structure
SUBMITTED BY:	Robyn Achu, Finance-HR Director
DATE SUBMITTED:	06/25/2025
MEETING DATE:	July 2, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discussion and Action on the City of Garden Ridge Water Rate Structure for FY2026.

BACKGROUND

In response to ongoing operational and capital demands on the City's water system, and following the recommendation of the Water Commission, staff respectfully submits the following **water rate adjustment options** for your consideration:

City Staff Recommendation:

- \$3.00 increase to the monthly base rate
- 6% increase to tiered water usage rates

Water Commission Recommendation:

- \$4.00 increase to the monthly base rate
- 4% increase to tiered water usage rates

ATTACHMENTS: Water Rate Analysis Power Point

REQUESTED ACTION

Motion	☒	Resolution	☐
Discussion	☒	Other	☐
Ordinance	☐		

FINANCIAL

Budgeted Item	☐	Original Estimate/Budget:
Non-budgeted Item	☐	Current Estimate:
Not Applicable	☐	Amount Under/Over Budget:

PROs / CONs

Both recommendations are designed to:

- Address **reduced consumption and resulting revenue shortages** due to Stage 2 drought restrictions in place since 2022.
- Support **critical capital improvement projects**, including the **Vista Ridge Tie-In** which will enhance system resilience and supply reliability;
- Funding **infrastructure maintenance needs**, such as **ground storage tank rehabilitation, generator and valve replacements**, and **SCADA system updates** that are necessary for long-term operational integrity;
- Offset the impact of **new water system debt obligations**, supplemented by transfers from the General Fund

It is important to note that even with these proposed increases, **Garden Ridge's water rates remain in line with — and in many cases still below — those of surrounding cities.** This adjustment simply moves us closer to regional averages after years of maintaining comparatively low rates.

STAFF RECOMMENDATION

City staff appreciates the thoughtful deliberation of the Water Commission to determine a recommended rate, and requests Council's direction to proceed with selecting and approving a water rate structure to implement the selected rate adjustment for our new fiscal year and with the **October 2025 billing cycle.**



GARDEN RIDGE
TEXAS

WATER RATE ADJUSTMENT PROPOSAL



FY 2026 PREPARATION

JULY 2, 2025

Water Rate Adjustment Proposal

Proposal: City Staff OPTION 1 or Water Commission OPTION 2

- \$3.00 increase to monthly base rate & 6% increase to tiered water usage rates
- or
- \$4.00 increase to monthly base rate & 4% increase to tiered water usage rates

Purpose & Rationale:

- Offset revenue loss from Stage 2 drought restrictions (since 2022)
- Support capital improvement projects (e.g., Vista Ridge Tie-In)
- Fund infrastructure maintenance (storage tank rehab, generator and valve replacements, SCADA system updates)
- Address new water-related debt, currently subsidized by the General Fund

Key Points:

- Keeps Garden Ridge in line with surrounding cities' rates
- Maintains long-term financial sustainability of the utility fund
- Reduces pressure on the General Fund
- Supports continued delivery of safe, reliable water service

Next Step:

- City Council discussion and possible motion

WATER RATE REVIEW for FY 2026		FY 2026 PROJ. BUDGET	Options			
			Staff 1		Water Commission 2	
	Base/Tier Rate Incease	NO CHANGE	\$3.00	6%	\$4.00	4%
	Revenue					
	Water Base Rate	\$ 735,030	\$ 799,812	\$ 821,406		
	Water Volume Sales	\$ 1,425,666	\$ 1,511,206	\$ 1,482,693		
	Fees	\$ 90,000	\$ 90,000	\$ 90,000		
	Miscellaneous	\$ 100,000	\$ 100,000	\$ 100,000		
	Fund Changes/Xfers/Loans	\$ -	\$ -	\$ -		
	Total Revenue	\$ 2,350,696	\$ 2,501,018	\$ 2,494,099		
	Expenditures					
	Maintenance & Operation	\$ 1,363,221	\$ 1,363,221	\$ 1,363,221		
	Debt Service	\$ 706,924	\$ 706,924	\$ 706,924		
	Debt Service - Owed to GF	\$ 95,000	\$ 95,000	\$ 95,000		
	Capital Outlay - Ground Tank	\$ 240,000	\$ 240,000	\$ 240,000		
	Capital Outlay - Valves	\$ 22,000	\$ 22,000	\$ 22,000		
	Total Expenditures	\$ 2,427,145	\$ 2,427,145	\$ 2,427,145		
	Over/Under	\$ (76,449)	\$ 73,873	\$ 66,954		
	Beginning Fund Balance	\$ 9,676,134	\$ 9,676,134	\$ 9,676,134		
	Ending Fund Balance	\$ 9,599,685	\$ 9,750,007	\$ 9,743,088		
	Restricted Funds - SIB Reserve	\$ 50,336	\$ 50,336	\$ 50,336		
	Less Net Investment in Capital Assets	\$ 8,135,400	\$ 8,135,400	\$ 8,135,400		
	Unrestricted Fund Balance	\$ 1,413,949	\$ 1,564,271	\$ 1,557,352		
	Next Year Debt Service	\$ 801,924	\$ 801,924	\$ 801,924		
	Expenditures per month	\$ 113,602	\$ 113,602	\$ 113,602		
	Months of Expenditures	5.39	6.71	6.65		

WATER RATE REVIEW		FY 2026 BUDGET	OPTIONS		
			Base	1	2
	Base/Tier Rate Incease		Current Rates	\$3 / 6%	\$4 / 4%
	Revenue				
	Water Base Rate	\$ 735,030	\$ 735,030	\$ 799,812	\$ 821,406
	Water Volume Sales	\$ 1,425,666	\$ 1,425,666	\$ 1,511,206	\$ 1,482,693
	Total Revenue Water Sales	\$ 2,160,696	\$ 2,160,696	\$ 2,311,018	\$ 2,304,099
	Annual Increase		\$ -	\$ 150,322	\$ 143,403

Unrestricted Fund Balance		\$ 1,413,949
	Next Year Debt Service	\$ 801,924
	Expenditures per month	\$ 113,602
	Months of Expenditures	5.39
	Increase in Base Rate for 3/4" Meters by \$1 is worth/yr	\$21,594
	Increase in Tier Rate by 1% is worth/yr	\$14,257

Sample Water Bill



Inside City Limits		Options			
Gallons		1		2	
	Current	\$3.00	6%	\$4.00	4%
5,000	\$ 49.24	\$ 53.10		\$ 53.81	
10,000	\$ 63.48	\$ 68.19		\$ 68.62	
15,000	\$ 87.47	\$ 93.62		\$ 93.57	
20,000	\$ 111.46	\$ 119.04		\$ 118.52	
25,000	\$ 145.39	\$ 155.01		\$ 153.80	
30,000	\$ 179.31	\$ 190.97		\$ 189.09	
35,000	\$ 223.38	\$ 237.69		\$ 234.92	
40,000	\$ 267.45	\$ 284.40		\$ 280.75	
45,000	\$ 321.87	\$ 342.08		\$ 337.34	
50,000	\$ 376.28	\$ 399.75		\$ 393.93	
55,000	\$ 441.24	\$ 468.61		\$ 461.49	
60,000	\$ 506.20	\$ 537.47		\$ 529.05	
65,000	\$ 581.93	\$ 617.74		\$ 607.80	
70,000	\$ 657.65	\$ 698.01		\$ 686.55	
75,000	\$ 744.35	\$ 789.91		\$ 776.72	
80,000	\$ 831.05	\$ 881.81		\$ 866.89	
85,000	\$ 928.94	\$ 985.58		\$ 968.70	
90,000	\$ 1,026.84	\$ 1,089.35		\$ 1,070.51	
95,000	\$ 1,136.15	\$ 1,205.22		\$ 1,184.20	
100,000	\$ 1,245.47	\$ 1,321.09		\$ 1,297.88	

Outside City Limits		Options			
Gallons		1		2	
	Current	\$3.00	6%	\$4.00	4%
5,000	\$ 74.23	\$ 78.61		\$ 79.15	
10,000	\$ 97.21	\$ 102.96		\$ 103.04	
15,000	\$ 132.00	\$ 139.84		\$ 139.23	
20,000	\$ 166.79	\$ 176.73		\$ 175.42	
25,000	\$ 213.64	\$ 226.39		\$ 224.14	
30,000	\$ 260.49	\$ 276.04		\$ 272.86	
35,000	\$ 320.84	\$ 336.39		\$ 333.21	
40,000	\$ 381.19	\$ 396.74		\$ 393.56	
45,000	\$ 455.29	\$ 470.84		\$ 467.66	
50,000	\$ 529.39	\$ 544.94		\$ 541.76	
55,000	\$ 617.09	\$ 632.64		\$ 629.46	
60,000	\$ 704.79	\$ 720.34		\$ 717.16	
65,000	\$ 802.29	\$ 817.86		\$ 816.61	
70,000	\$ 899.79	\$ 915.39		\$ 916.06	
75,000	\$ 1,010.64	\$ 1,026.21		\$ 1,029.09	
80,000	\$ 1,121.49	\$ 1,137.04		\$ 1,142.11	
85,000	\$ 1,245.89	\$ 1,261.44		\$ 1,268.97	
90,000	\$ 1,370.29	\$ 1,385.85		\$ 1,395.84	
95,000	\$ 1,508.54	\$ 1,524.09		\$ 1,536.83	
100,000	\$ 1,646.79	\$ 1,662.34		\$ 1,677.81	

Current Water Rates

Base Rates (minimum monthly charge)		
Meter Size	Meters Inside City Limits	Meters Outside City Limits
3/4" Meter	\$35.00	\$51.25
1" Meter	\$38.00	\$54.25
1 1/2" Meter	\$57.50	\$73.75
2" Meter	\$65.00	\$81.25

Tier Rates (charged per 1,000 gallons used within the applicable tier rate range)		
Number of Gallons	Meters Inside City Limits	Meters Outside City Limits
1,000 – 10,000	\$2.85	\$4.60
10,001 – 20,000	\$4.80	\$6.96
20,001 – 30,000	\$6.79	\$9.37
30,001 – 40,000	\$8.81	\$12.07
40,001 – 50,000	\$10.88	\$14.82
50,001 – 60,000	\$12.99	\$17.54
60,001 – 70,000	\$15.14	\$19.50
70,001 – 80,000	\$17.34	\$22.17
80,001 – 90,000	\$19.58	\$24.88
Over 90,001	\$21.86	\$27.65

***The above rates are for Fiscal Year 2025. City Council approved the Fiscal Year 2025 Water Rates, consisting of a \$5 base rate increase and a 1% tier rate increase. The Fiscal Year 2025 Water Rates reflected on December’s bill (due by December 15, 2024). ***

Water Consumption – 3 Year + Projected 2026

Water Consumption						PROJECTED	PROJECTED
Inside City	Range		FY 2023	May23-Apr24	May24-Apr25	May25-Apr26	May25-Apr26
Gals/mo	0	10	12,141,917	11,927,333	12,374,750	12,380,830	12,374,750
	11	20	6,313,750	5,997,667	6,313,500	6,208,055	6,313,500
	21	30	3,343,917	3,181,000	3,030,417	2,871,610	3,030,417
	31	40	1,739,250	1,663,750	1,331,500	1,170,416	1,331,500
	41	50	889,833	858,917	588,167	477,300	588,167
	51	60	480,083	465,417	268,750	193,410	268,750
	61	70	274,250	270,583	133,333	85,132	133,333
	71	80	167,500	166,500	75,333	44,278	75,333
	81	90	114,417	109,583	48,583	25,027	48,583
	91	100	351,500	401,250	134,917	79,305	134,917
Subtotal - Inside			25,816,417	25,042,000	24,299,250	23,535,363	24,299,250
Outside City	0	10	520,917	515,667	547,333	554,388	547,333
	11	20	136,750	136,083	127,167	123,750	127,167
	21	30	46,333	48,167	36,000	33,166	36,000
	31	40	19,417	22,667	8,500	5,000	8,500
	41	50	8,667	9,750	833	-	833
	51	60	2,750	3,417	-	-	-
	61	70	917	1,750	-	-	-
	71	80	-	500	-	-	-
	81	90	-	-	-	-	-
	91	up	-	-	-	-	-
Subtotal - Outside			735,750	738,000	719,833	716,304	719,833
Total Monthly Water Consumption			26,552,167	25,780,000	25,019,083	24,251,667	25,019,083
Total Annual Water Consumption			318,626,000	309,360,000	300,229,000	291,020,000	300,229,000

Water Consumption – 3 Year + Projected 2026

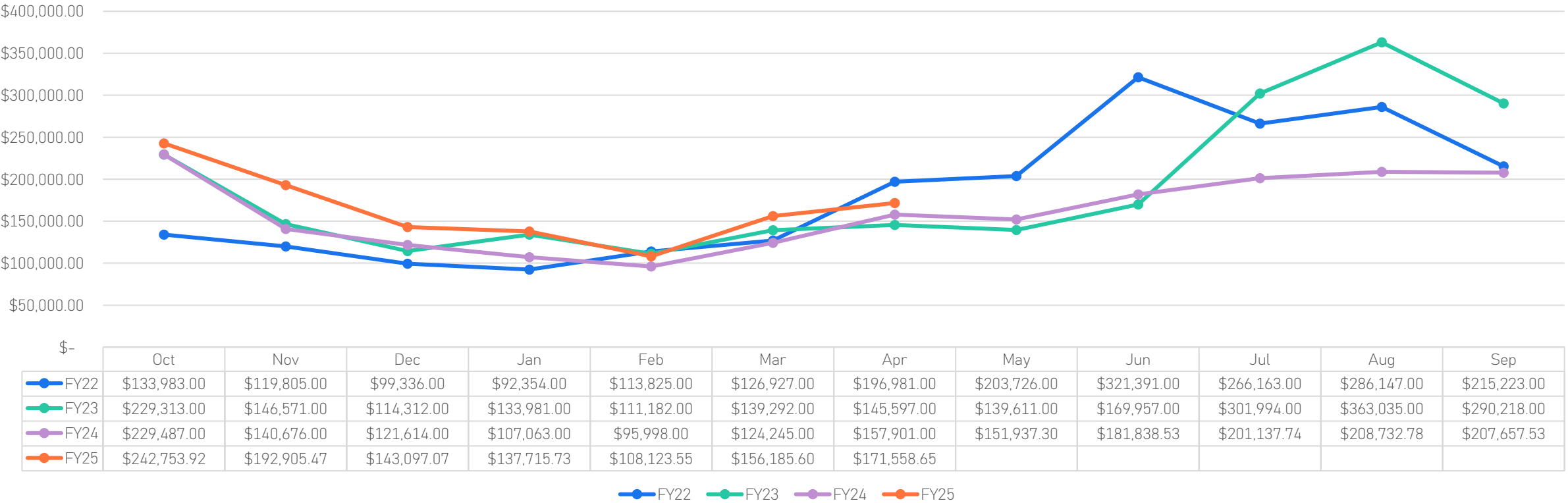
Number of Meters					PROJECTED
	Meter	Jun-23	May-24	Apr-25	Apr-26
RI	3/4"	1581	1585	1585	1586
RO	3/4"	86	88	88	88
RI3	1"	1	0	0	0
RI4	1-1/2"	9	9	9	9
RI5	2"	11	11	11	11

Revenue				PROJECTED	PROJECTED
	FY 2023	May23-Apr24	May24-Apr25	May25-Apr26	May24-Apr25
Inside City	\$ 1,612,374	\$ 1,570,738	\$ 1,365,068	\$ 1,282,034	\$ 1,379,436
Outside City	\$ 50,048	\$ 51,039	\$ 45,783	\$ 45,359	\$ 46,230
Total Volume Sales	\$ 1,662,422	\$ 1,621,777	\$ 1,410,850	\$ 1,327,394	\$ 1,425,666
Revenue - Base Rate	\$ 633,030	\$ 633,030	\$ 692,285	\$ 735,030	\$ 735,030
Total Revenue	\$ 2,295,452	\$ 2,254,807	\$ 2,103,135	\$ 2,062,424	\$ 2,160,696
vs					
Actual Water Sales for same period	\$ 2,285,063	\$ 2,241,799	\$ 2,103,644		\$ 98,272
Delta	\$ 10,389	\$ 13,008	\$ (508)		

Water Sales Table & Graph

WATER SALES													
Column1	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
FY18	\$ 89,472.00	\$ 105,500.00	\$ 78,882.00	\$ 78,331.00	\$ 69,650.00	\$ 79,056.00	\$ 115,570.00	\$ 142,140.00	\$ 225,130.00	\$ 211,190.00	\$ 266,120.00	\$ 155,030.00	\$ 1,616,071.00
FY19	\$ 73,890.00	\$ 57,265.00	\$ 63,654.00	\$ 66,622.00	\$ 54,910.00	\$ 67,518.00	\$ 120,900.00	\$ 92,526.00	\$ 134,910.00	\$ 138,360.00	\$ 354,260.00	\$ 304,530.00	\$ 1,529,345.00
FY20	\$ 169,660.00	\$ 87,305.00	\$ 73,721.00	\$ 88,169.00	\$ 76,703.00	\$ 92,803.00	\$ 90,808.00	\$ 167,370.00	\$ 196,400.00	\$ 281,280.00	\$ 272,360.00	\$ 155,650.00	\$ 1,752,229.00
FY21	\$ 191,620.00	\$ 174,932.00	\$ 101,909.00	\$ 90,498.00	\$ 94,522.00	\$ 95,423.00	\$ 165,434.00	\$ 96,616.00	\$ 128,936.00	\$ 116,979.00	\$ 190,421.00	\$ 200,129.00	\$ 1,647,419.00
FY22	\$ 133,983.00	\$ 119,805.00	\$ 99,336.00	\$ 92,354.00	\$ 113,825.00	\$ 126,927.00	\$ 196,981.00	\$ 203,726.00	\$ 321,391.00	\$ 266,163.00	\$ 286,147.00	\$ 215,223.00	\$ 2,175,861.00
FY23	\$ 229,313.00	\$ 146,571.00	\$ 114,312.00	\$ 133,981.00	\$ 111,182.00	\$ 139,292.00	\$ 145,597.00	\$ 139,611.00	\$ 169,957.00	\$ 301,994.00	\$ 363,035.00	\$ 290,218.00	\$ 2,285,063.00
FY24	\$ 229,487.00	\$ 140,676.00	\$ 121,614.00	\$ 107,063.00	\$ 95,998.00	\$ 124,245.00	\$ 157,901.00	\$ 151,937.30	\$ 181,838.53	\$ 201,137.74	\$ 208,732.78	\$ 207,657.53	\$ 1,928,287.88
FY25	\$ 242,753.92	\$ 192,905.47	\$ 143,097.07	\$ 137,715.73	\$ 108,123.55	\$ 156,185.60	\$ 171,558.65						\$ 1,152,339.99

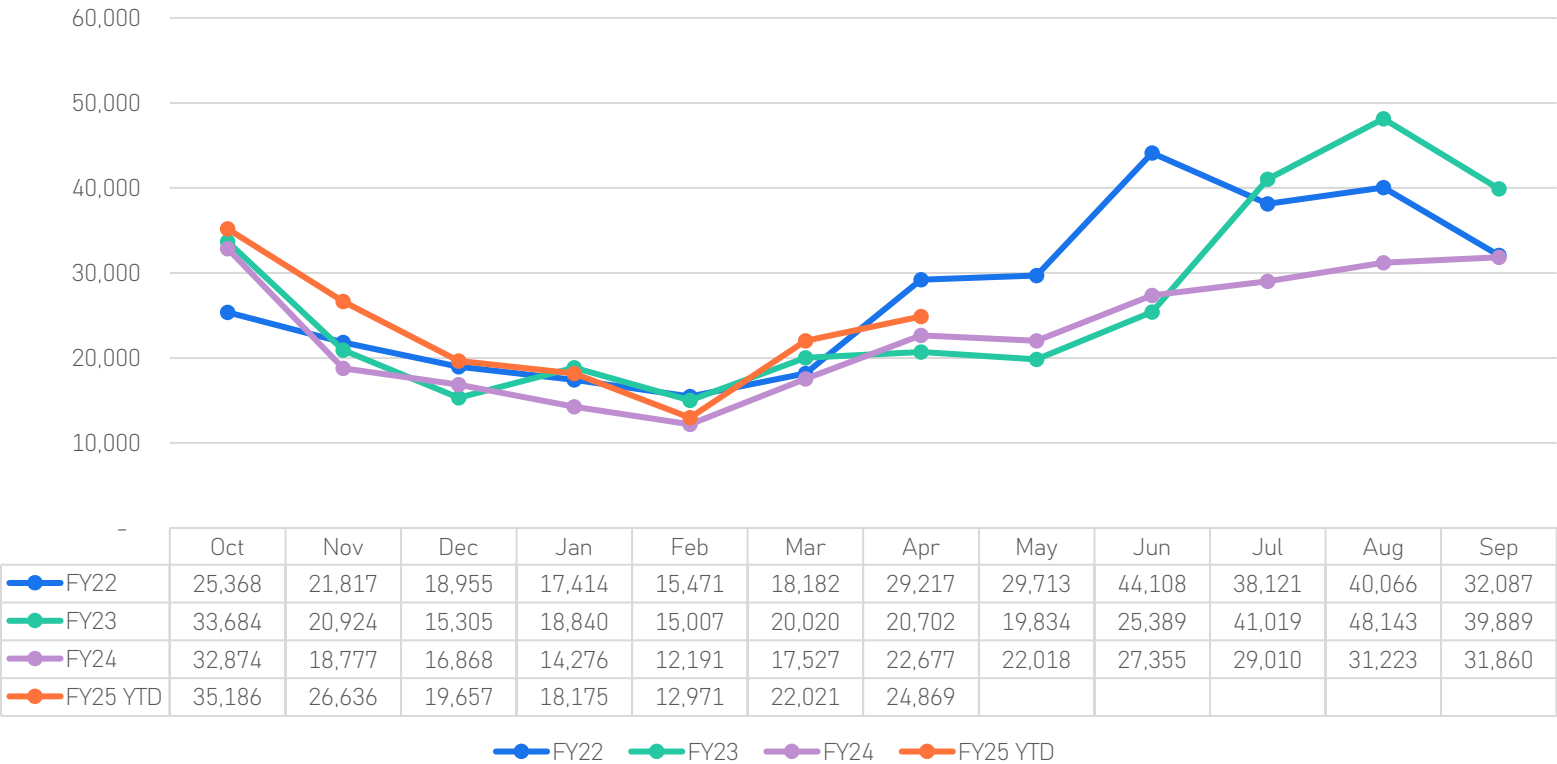
WATER SALES - FOUR YEARS COMPARED



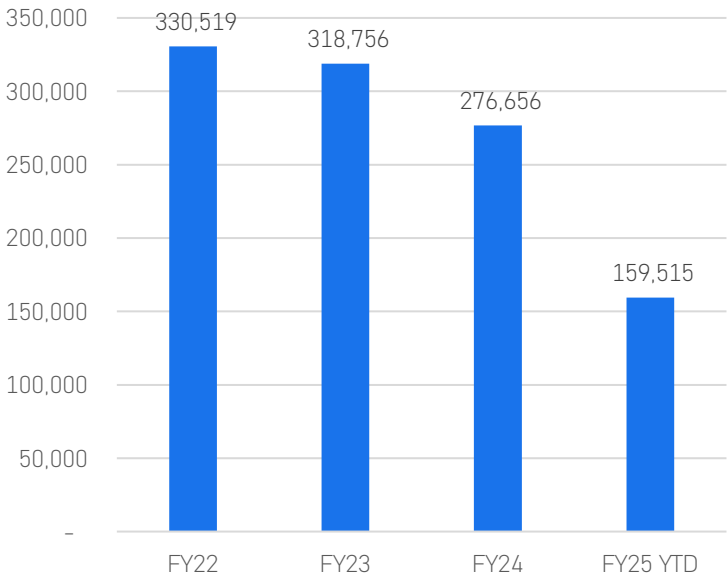
Water Consumption Table & Graph

WATER CONSUMED - IN THOUSAND GALLONS													
Column1	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
FY22	25,368	21,817	18,955	17,414	15,471	18,182	29,217	29,713	44,108	38,121	40,066	32,087	330,519
FY23	33,684	20,924	15,305	18,840	15,007	20,020	20,702	19,834	25,389	41,019	48,143	39,889	318,756
FY24	32,874	18,777	16,868	14,276	12,191	17,527	22,677	22,018	27,355	29,010	31,223	31,860	276,656
FY25	35,186	26,636	19,657	18,175	12,971	22,021	24,869						159,515

GALLONS SOLD (thousands) - MONTHLY COMPARISON

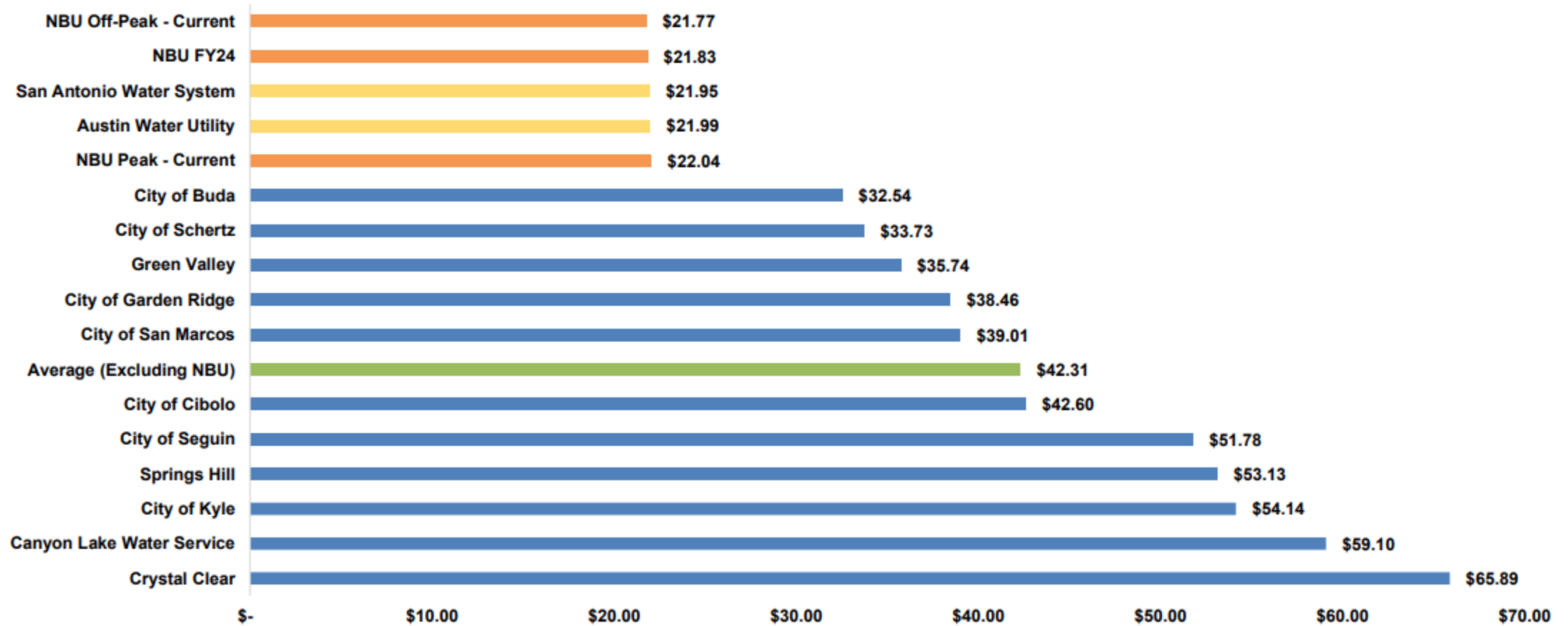


GALLONS SOLD (thousands)



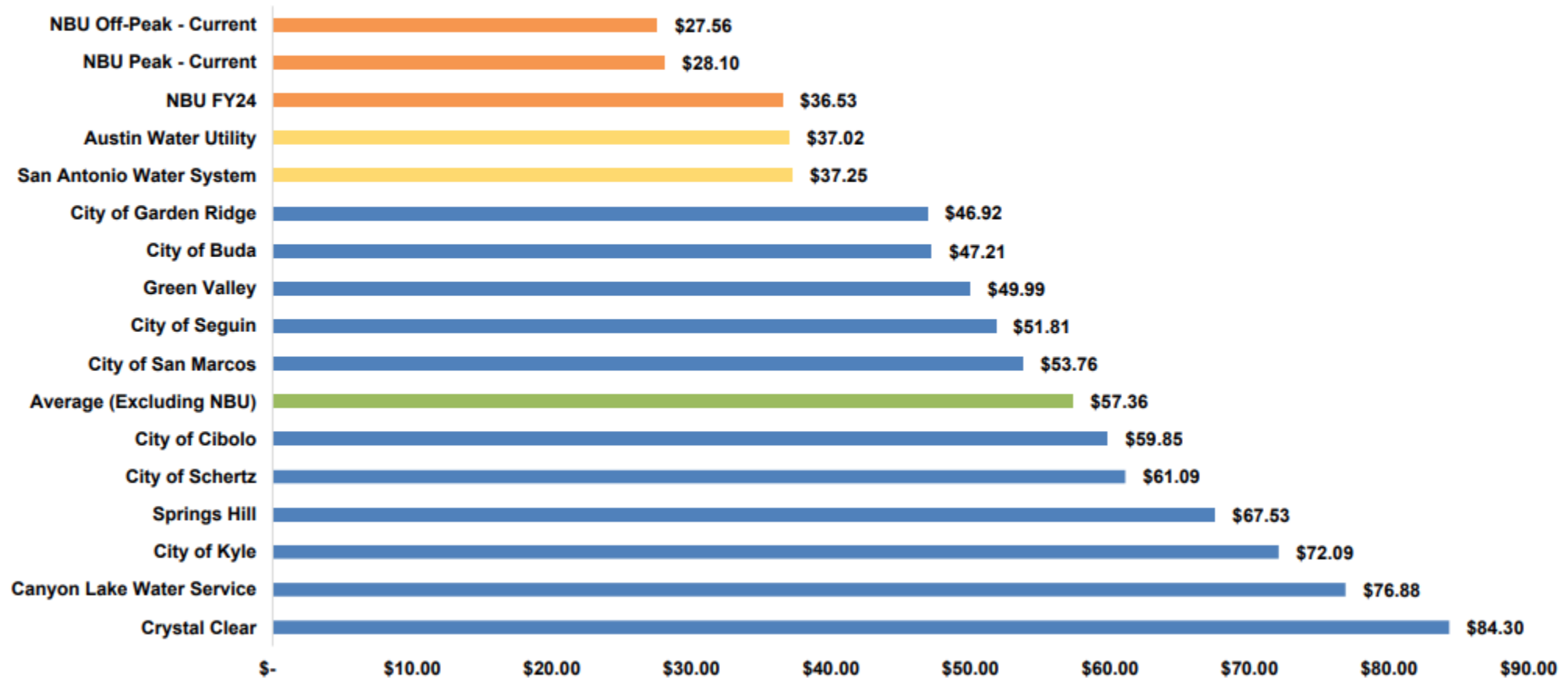
Residential Water Bill Comparison

Essential Use – 3,000 Gallons



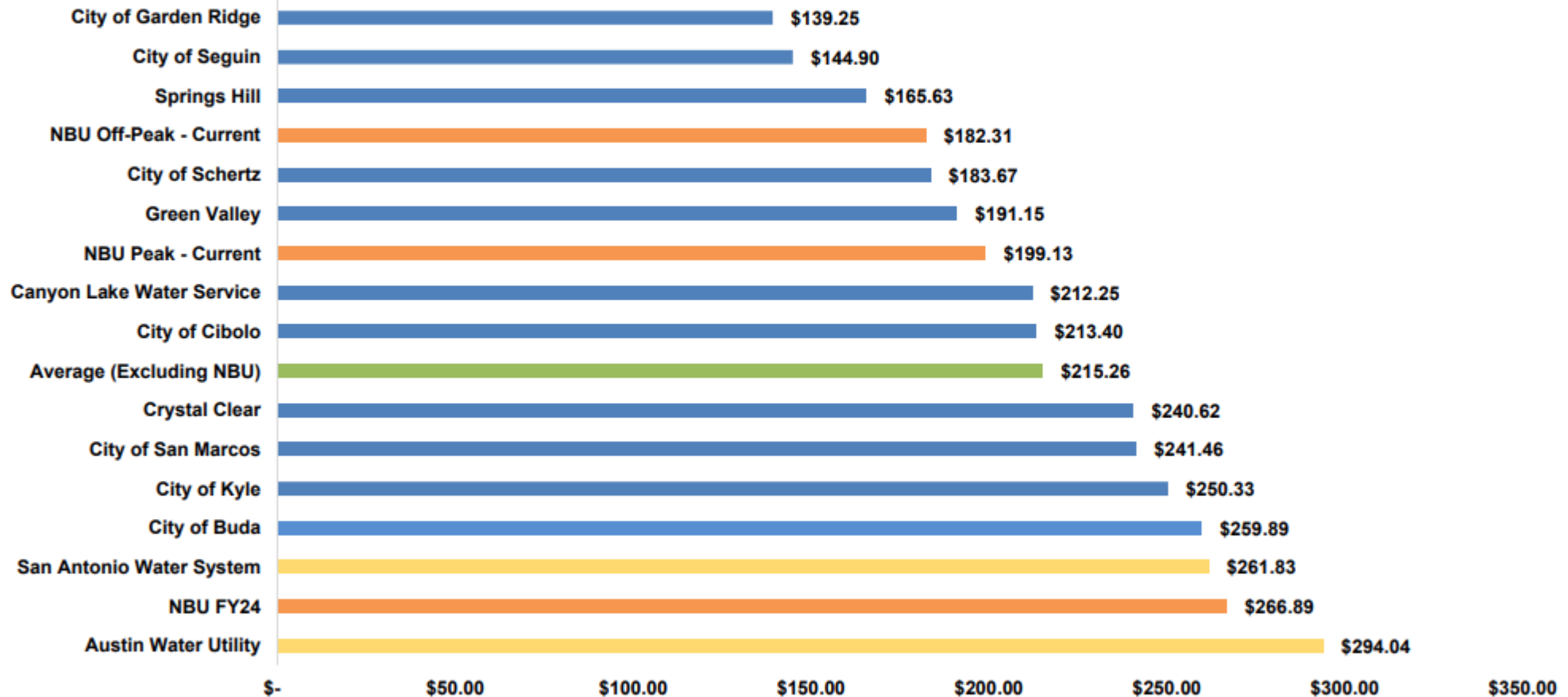
Residential Water Bill Comparison

Average Use – 6,000 Gallons



Residential Water Bill Comparison

Moderate Use – 25,000 Gallons



WATER COMMISSION RECOMMENDATIONS AND COMMENTS FOR 7/2/2025 CITY COUNCIL MEETING

Mayor, Council Members - These are the key points from the June 17th Water Commission Meeting.

1. The commission reviewed the city's recommendation for a water rate increase in the 2026 budget. The proposed increase was \$3 base and 6% tier. After discussion, the commission voted unanimously to recommend a \$4 base and 4% tier increase. The reasons were -
 - Due to the city's goal and plan to pay down water capital improvement debt, the commission felt it was important to secure this with a predictable revenue stream. The city also needs to prepare for more capital projects like vista ridge and others likely to be identified in the city's upcoming capital improvement plan.
 - A large tier increase might drive further conservation efforts potentially reducing revenue.
 - At projected consumption levels, the revenue generated by the 4/4 plan is within \$7K of the 3/6 plan.
 - The proposed rate still has Garden Ridge at or below the rates for neighboring cities.

This discussion also touched on whether our current model for water system rates should be evaluated to ensure it meets our future needs.

The Commission expressed its appreciation for the city's early work on water rates and for next year requested further information on planned expenses and projects.

2. The city manager and city engineer reviewed with the commission plans for identifying long range capital improvement needs.

3. The commission continued its review of revisions to Ordinance 61 - Drought Management Plan and 159 Landscape and Irrigation Systems Requirements.

Respectively Submitted,

Bill Pohl
Water Commission Chairman



AGENDA ITEM:	9.a) Bid Award for Bat Cave Road
SUBMITTED BY:	City Engineer Hank Crippen
DATE SUBMITTED:	June 25, 2025
MEETING DATE:	July 2, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discussion and Possible Action on awarding the bid for the construction of the Bat Cave Road Improvements to Dean Word Company, Ltd.; and declaring an effective date.

BACKGROUND

The City solicited bids for the construction of the Bat Cave Road improvements project to include road repair and overlay. Four bids were received ranging from a low bid of \$312,333.75 to a high bid of \$490,183.13. Reference checks on projects supplied by the bidding contractors found that Dean Word Company, Ltd. has completed projects to the satisfaction of the Owners and Engineers.

ATTACHMENTS: Bid Evaluation and Award Recommendation

REQUESTED ACTION

- | | |
|------------|-------------------------------------|
| Motion | ☒ |
| Discussion | ☐ |
| Ordinance | ☐ |
| Resolution | ☐ |
| Other | ☐ |

FINANCIAL

- | | | |
|-------------------|-------------------------------------|-------------------------------------|
| Budgeted Item | ☒ | Original Estimate/Budget: \$476,000 |
| Non-budgeted Item | ☐ | Current Estimate: \$312,333.75 plus |
| Not Applicable | ☐ | \$42,045 Engineering Fee |
| | | Amount Under/Over Budget: |
| | | \$121,621.25 Under |

PROs / CONS

N/A

STAFF RECOMMENDATION

Based on the reference checks, City staff recommends accepting the low bid of \$312,333.75 submitted by Dean Word Company, Ltd.



June 25, 2025

Mr. Ryan Rapelye
City Manager
City of Garden Ridge
9400 Municipal Parkway
Garden Ridge, TX 78266

RE: Bat Cave Road Improvements
City of Garden Ridge, Comal County, Texas
Bid Results Evaluation and Award Recommendation

Dear Mr. Rapelye:

Trihydro Corporation (Trihydro) evaluated bids received on Tuesday, June 24, 2025, for the City of Garden Ridge Bat Cave Road Improvements Project. The City of Garden Ridge (City) received hard copy bids, which were publicly read aloud at 10:00 a.m. in the City Council Chambers. Our evaluation included reviewing each bid package to determine Bidder responsiveness, checking each Bid Form for mathematical accuracy, and following up with references. Four bids were received, as shown in the attached Bid tabulation.

Trihydro's review found no mathematical errors. The total base bid amount submitted by the lowest bidder, Dean Word Company, Ltd. (Dean Word Co.), was \$312,333.75. Dean Word Co. met the requirements outlined in the Instruction to Bidders, and there were no apparent errors on the Bid Form. Trihydro also assessed Dean Word Co.'s ability to successfully fulfill the terms and conditions of the construction contract. This involved investigating the company's background, including a review of past project performance discussions with project references, all of which were satisfactory.

Trihydro recommends awarding the Contract to the apparent low bidder, Dean Word Co., who has submitted the best value bid to the City. Their base bid totals **\$312,333.75** and is subject to Council approval. If you have any questions regarding our evaluation, please feel free to contact me at hcrippen@trihydro.com or at (830) 626-3588.

Sincerely,
Trihydro Corporation

A handwritten signature in black ink, appearing to read "H. Crippen", is written over a horizontal line.

Hank Crippen, P.E., CFM
Project Manager

GARDE-025-0001

Attachment



AGENDA ITEM:	9.b) Republic Services Annual Rate Adjustment
SUBMITTED BY:	Robyn Achu, Finance-HR Director
DATE SUBMITTED:	06/25/2025
MEETING DATE:	July 2, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discussion and Approval of Annual Rate Adjustment to Republic Services Billing and Amendment to Ordinance No. 143-072025.

BACKGROUND

The City of Garden Ridge maintains a Municipal Materials Management Agreement with BFI Waste Services of Texas, LP (Republic Services) for the provision of residential solid waste and recycling services. Per the terms of this agreement, an annual rate review is conducted, and an adjustment may be applied in accordance with the consumer price index and service costs.

Republic Services has notified the City of a **4.79% rate increase**, which is consistent with the provisions outlined in the current contract. The revised rate will take effect with the **August 2025 billing cycle**.

The updated rates will be included in the **August 2025 billing cycle** for residents and will be communicated via our standard billing schedule and city website.

To comply with procedural requirements, City Council approval is required to **amend Ordinance No. 143-072025**, authorizing the updated rate schedule to be reflected in resident billing.

ATTACHMENTS:

- Notification Letter from Republic Services with Revised Republic Services Rate Schedule
- City of Garden Ridge Updated Rate Schedule
- Updated Version of Ordinance No. 143-072025 to incorporate Updated Rate Schedule in "Exhibit C Municipal Solid Waste Pricing" (pages 19-21)

REQUESTED ACTION

Motion	☒
Discussion	☐
Ordinance	☒
Resolution	☐
Other	☐

FINANCIAL

Budgeted Item	☐	Original Estimate/Budget:
Non-budgeted Item	☐	Current Estimate:
Not Applicable	☒	Amount Under/Over Budget: \$

PROs / CONS

There is no direct fiscal impact to the City budget. The rate adjustment will be passed through to residential customers per terms of contract.

STAFF RECOMMENDATION

Staff recommends approval of the 4.79% rate increase as proposed by Republic Services and the corresponding amendment to Ordinance No. 143-072025.



May 15, 2025
City of Garden Ridge
Mr. Ryan Rapelye
City Manager
9400 Municipal Parkway
Garden Ridge, TX 78266

Mr. Rapelye,

In accordance with the Municipal Materials Management Agreement between the City of Garden Ridge and BFI Waste Services of Texas L.P., dba Republic Services of San Antonio, we are submitting the following for your review.

As per the agreement, page 2, Section 7.2. Annual Rate Adjustments, an annual rate adjustment is allowed. This increase shall be in the amount of the greater of (a) four (4) percent, or (b), the most recently available trailing twelve (12) months' average in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics.

This price increase is scheduled to become effective on August 1, 2025.

Please contact me if you have any questions with regard to this matter.

Respectfully,

Tom Armstrong
Municipal Services Manager
Republic Services
4542 SE Loop 410
San Antonio, TX 78222
tarmstrong@republicservices.com

City of Garden Ridge, Texas

Consumer Adjustment commencing August 1, 2025

DOL Consumer Price Index
All Urban Consumers: Water, Sewer & Trash for:
May '23 - April '24: 293.12675
May '24 - April '25 307.17383

Difference: 14.0471
Computation of Increase: 4.79%
1.0479215

(244.6568-237.1344/237.1344)

CPI Increase 4.79%

Total Rate Increase = 4.79%

CATEGORY	FREQUENCY OF COLLECTION	2024 RATE	Increase	2025 RATE	
Residential					
One Cart	Single Family Dwelling 2x/week svc.	\$30.93	\$1.48	\$32.41	0.0479
Extra Cart		\$5.80	\$0.28	\$6.08	0.0479
Optional service levels:					
1wk trash service - \$6.00 base rate reduction					
EOW recycle service - \$3.35 base rate reduction					
NOTE: Scheduled Brush / Bulk					
	Up to 1 cubic yd	\$52.69	\$2.52	\$55.21	0.0479
	Each additional cubic yd	\$52.69	\$2.52	\$55.21	0.0479
Commercial Carts					
One Cart	1x per wk collection - 96 gal	\$36.89	\$1.77	\$38.66	0.0479
Extra Cart		\$36.89	\$1.77	\$38.66	0.0479
Commercial : Container Service					
2 Cubic Yard	1/wk	\$92.22	\$4.42	\$96.64	0.0479
	2/wk	\$169.00	\$8.10	\$177.10	0.0479
	3/wk	\$244.85	\$11.73	\$256.58	0.0479
	4/wk	\$320.48	\$15.36	\$335.84	0.0479
	5/wk	\$396.12	\$18.98	\$415.10	0.0479
3 Cubic Yard	1/wk	\$113.90	\$5.46	\$119.36	0.0479
	2/wk	\$196.92	\$9.44	\$206.36	0.0479
	3/wk	\$265.10	\$12.70	\$277.80	0.0479
	4/wk	\$306.01	\$14.66	\$320.67	0.0479
	5/wk	\$371.38	\$17.80	\$389.18	0.0479
4 Cubic Yard	1/wk	\$140.37	\$6.73	\$147.10	0.0479
	2/wk	\$229.81	\$11.01	\$240.82	0.0479
	3/wk	\$322.45	\$15.45	\$337.90	0.0479
	4/wk	\$408.68	\$19.58	\$428.26	0.0479
	5/wk	\$486.49	\$23.31	\$509.80	0.0479
6 Cubic Yard	1/wk	\$179.68	\$8.61	\$188.29	0.0479
	2/wk	\$285.95	\$13.70	\$299.65	0.0479
	3/wk	\$380.20	\$18.22	\$398.42	0.0479
	4/wk	\$480.87	\$23.04	\$503.91	0.0479
	5/wk	\$591.95	\$28.37	\$620.32	0.0479
8 Cubic Yard	1/wk	\$205.34	\$9.84	\$215.18	0.0479
	2/wk	\$354.94	\$17.01	\$371.95	0.0479
	3/wk	\$478.87	\$22.95	\$501.82	0.0479
	4/wk	\$597.98	\$28.66	\$626.64	0.0479
	5/wk	\$717.49	\$34.38	\$751.87	0.0479
Commercial Additional Charges:					
Extra Yards		\$42.16	\$2.02	\$44.18	0.0479
Extra Pickup		\$105.39	\$5.05	\$110.44	0.0479
Delivery		\$36.89	\$1.77	\$38.66	0.0479
Removal & Exchange		\$36.89	\$1.77	\$38.66	0.0479
Industrial Rate: includes 5% franchise fee					
Includes Perm and Temp services					
	Rental / Month	\$168.29	\$8.06	\$176.35	0.0479
	Haul 20 yd	\$625.22	\$29.96	\$655.18	0.0479
	Haul 30 yd	\$625.22	\$29.96	\$655.18	0.0479
	Haul 40 yd	\$625.22	\$29.96	\$655.18	0.0479
	Compactor Haul	\$835.47	\$40.04	\$875.51	0.0479
	Delivery / Relocate / False Alarm	\$276.65	\$13.26	\$289.91	0.0479
	Disposal (Over 4 tons)	\$44.26	\$2.12	\$46.38	0.0479
	Excess Disposal Charge (over 10 tons)	\$110.66	\$5.30	\$115.96	0.0479
City of Garden Ridge - Industrial Services					
	Haul 30yd - (Mon-Sat)	\$310.90	\$14.90	\$325.80	0.0479
	Haul 30yd (Sunday)	\$342.52	\$16.41	\$358.93	0.0479
	Delivery / False Alarm	\$158.08	\$7.58	\$165.66	0.0479
	Disposal Fee	\$34.78	\$1.67	\$36.45	0.0479
	Overage (over 10 tons)	\$105.39	\$5.05	\$110.44	0.0479

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

- 7.1 Rates for Services. The rates for all Services shall be as shown on Exhibit C, subject to the rate adjustments and additional fees and costs as set forth herein.
- 7.2 Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the greater of (a) four (4) percent or (b) the most recently available trailing twelve (12) months' average in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). On or before June 1 of each year, Company shall notify the City of its intent to adjust the rates for all Services and such notice shall include (i) the CPI Calculation; (ii) the net percentage change to be applied to all rates and (iii) the increase in rates which Company intends to charge. For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI as of April, compared to the preceding average twelve (12) months period.
- 7.3 Change in Law Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event. Any request for the foregoing cost adjustments shall be accompanied by documentation that clearly defines the methodology, effective date, and data sources supporting the cost increase, shall be subject to the review and approval of the City and shall be retroactive to the effective date of such increase or change in cost.

Consumer Price Index for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUUR0000SEHG

Not Seasonally Adjusted

Series Water and sewer and trash collection services in U.S. city average,
Title: all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: Water and sewer and trash collection services
Base DECEMBER 1997=100
Period:
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824	278.464
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279	291.683	292.694	292.915
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117	306.336	308.015	308.234
2025	310.239	313.344	313.925	314.820								

May '23 - April '24: 293.127
 May '24 - April '25 307.174
 0.047922



Republic Services of San Antonio has made a rate adjustment to the Municipal Materials Management Agreement. The following rates for Residential, Commercial, Industrial, and Temporary collection services are effective **AUGUST 1, 2025**.

Residential	Base Rate	11% City Billing Fee	Franchise Fee (5%)	Total Rate
Automated Resi Waste Collection 2x/wk	\$32.41	\$3.57	\$1.62	\$37.60
Additional Cart	\$6.08	\$0.67	\$0.30	\$7.05
Automated Resi Recycling Containter 1x/wk	Included in Base Rate			
Bulk Dumpster Service	\$9.00			
On call, scheduled Resi brush and bulky curbside collection. Minimum Charge	\$55.21	\$6.07	\$2.76	\$64.04
Commercial Collection	Base Rate	11% City Billing Fee	Franchise Fee (5%)	Total Rate
Small Commercial Collection (Carts) per month: includes one-time (1x) per week collection with 1-96 gallon Container / Cart Contents Only	\$38.66	\$4.25	\$1.93	\$44.85
Each Additional Small Commercial Container (Carts) per month: includes one-time (1x) per week collection with 1-96 gallon Container / Cart Contents Only	\$38.66	\$4.25	\$1.93	\$44.85

Large Commercial Container Collection Service Per Month:

Container Size	Frequency	Base Rate	City Billing Fee (11%)	Franchise Fee (5%)	Total Rate
2yd FEL Can	1x/week	\$96.64	\$10.63	\$4.83	\$112.11
2yd FEL Can	2x/week	\$177.10	\$19.48	\$8.86	\$205.44
2yd FEL Can	3x/week	\$256.58	\$28.22	\$12.83	\$297.64
2yd FEL Can	4x/week	\$335.84	\$36.94	\$16.79	\$389.58
2yd FEL Can	5x/week	\$415.10	\$45.66	\$20.76	\$481.52
3yd FEL Can	1x/week	\$119.36	\$13.13	\$5.97	\$138.46
3yd FEL Can	2x/week	\$206.36	\$22.70	\$10.32	\$239.38
3yd FEL Can	3x/week	\$277.80	\$30.56	\$13.89	\$322.25
3yd FEL Can	4x/week	\$320.67	\$35.27	\$16.03	\$371.98
3yd FEL Can	5x/week	\$389.18	\$42.81	\$19.46	\$451.45
4yd FEL Can	1x/week	\$147.10	\$16.18	\$7.36	\$170.64
4yd FEL Can	2x/week	\$240.82	\$26.49	\$12.04	\$279.36
4yd FEL Can	3x/week	\$337.90	\$37.17	\$16.90	\$391.97
4yd FEL Can	4x/week	\$428.26	\$47.11	\$21.41	\$496.79
4yd FEL Can	5x/week	\$509.80	\$56.08	\$25.49	\$591.37
6yd FEL Can	1x/week	\$188.29	\$20.71	\$9.41	\$218.42
6yd FEL Can	2x/week	\$299.65	\$32.96	\$14.98	\$347.60

6yd FEL Can	3x/week	\$398.42	\$43.83	\$19.92	\$462.17
6yd FEL Can	4x/week	\$503.91	\$55.43	\$25.20	\$584.54
6yd FEL Can	5x/week	\$620.32	\$68.24	\$31.02	\$719.58
8yd FEL Can	1x/week	\$215.18	\$23.67	\$10.76	\$249.61
8yd FEL Can	2x/week	\$371.95	\$40.91	\$18.60	\$431.47
8yd FEL Can	3x/week	\$501.82	\$55.20	\$25.09	\$582.12
8yd FEL Can	4x/week	\$626.64	\$68.93	\$31.33	\$726.91
8yd FEL Can	5x/week	\$751.87	\$82.71	\$37.59	\$872.17

	Base Rate	City Billing Fee (11%)	Franchise Fee (5%)	Total Rate
Commercial Extra Yardage Fee-per yard	\$44.18	\$4.86	\$2.21	\$51.25
Commercial Container-Each Extra Lift	\$110.44	\$12.15	\$5.52	\$128.12
Commercial Container-Delivery Fee per can	\$43.21	\$4.75	\$2.16	\$50.13
Commercial Container-Removal & Exchange Fee per can	\$44.26	\$4.87	\$2.21	\$51.35

All charges above, for Commercial Collection, include five percent (5%) Franchise Fees and does not include Sales Tax.

Industrial Permanent and Temporary Rolloff Service:

Haul Fee (20, 30, & 40yd Open Top)	\$655.18 per haul, includes up to 4 tons disposal
Haul Fee (Compactor)	\$875.51 per haul, includes up to 4 tons disposal
Disposal Fee	\$46.38 per ton on all tons over 4 tons
Rental Fee (Open Top)	\$5.87 per day
Delivery Fee	\$289.91 per delivery
Container Relocation Fee	\$289.91 per relocation
False Alarm Fee	\$289.91 per occurrence
Excess Disposal Charges	\$0.05 per lb. over 10 tons per load

Compactor Rental Charges will be based on individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed by Contractor and such customers.

Above pricing does not apply to special waste volumes.

All charges above, for Industrial Permanent and Temporary Rolloff, do not include five percent (5%) Franchise Fees or Sales Tax.

Contractor shall bill Industrial Permanent and Temporary Industrial Rolloff Customers directly and add a five percent (5%) Franchise Fee for those services. The Company shall pay to the City the five percent (5%) franchise fee that the Company receives for those services. The fee shall be paid quarterly to the City by January 31, April 30, July 31, and October 31, of each year during the term of this Contract.

ORDINANCE NO. 143-072025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS, GRANTING AN EXCLUSIVE MUNICIPAL MATERIALS MANAGEMENT AGREEMENT BETWEEN THE CITY OF GARDEN RIDGE, TEXAS, AND BFI WASTE SERVICES OF TEXAS, L.P., DBA/REPUBLIC SERVICES OF SAN ANTONIO A TEXAS LIMITED PARTNERSHIP, FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLING SERVICE; 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 agreement to BFI Waste Services of Texas, L.P., dba/Republic Services of San Antonio a Texas Limited Partnership, 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 Municipal Materials Management Agreement between the following parties to this Agreement: the City of Garden Ridge, Texas (hereinafter called "City") and BFI Waste Services of Texas, L.P., dba/Republic Services of San Antonio a Texas Limited Partnership (hereinafter called "Company").

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 Company 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 Agreement 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 Municipal Materials Management Agreement, Attachment A.

SECTION 2. SOLID WASTE COLLECTION AND DISPOSAL SERVICE REQUIRED.

All residential units, commercial units, and industrial units located within the boundaries of the City of Garden Ridge are required to have solid waste collection and disposal service.

SECTION 3. RATES AND COLLECTION OF FEES.

The City shall bill and collect a monthly fee for solid waste disposal from all residential, commercial, and industrial customers located within the boundaries of the City of Garden Ridge. All customers will be billed the monthly rates detailed in the Municipal Materials Management Agreement, Exhibit C, Municipal Solid Waste Pricing.

The City shall calculate the amount of solid waste collection service and recycling to be billed to each residential, commercial, and industrial customer monthly and shall add eleven percent (11%) to each bill as a billing service charge. The billing service charge shall be retained by the City and deposited in the City's General Fund. The City shall remit to the Company sales tax collected for the services provided and the Company is responsible for remitting sales tax submitted by the City for the services billed.

SECTION 4. BRUSH/BULKY WASTE DISPOSAL EVENTS.

The City will provide rolloff containers for the disposal of tree trimmings, brush, yard waste, and bulky items. Disposal Events will be scheduled as determined by the City and such schedule will be published on the City's website. This service is only available for residential units located within the boundaries of the City of Garden Ridge and will not be extended to commercial or industrial units located within the boundaries of the City or to lawn/landscape services, City volunteers, or service organizations.

The City will pay to the Company those charges incurred with the Brush/Bulky Waste Disposal Events at the rates set by the Company in the Municipal Materials Management Agreement, Exhibit C, Municipal Solid Waste Pricing, IV. Municipal Services, A. City of Garden Ridge Use Only-Rolloff Collection.

The City will bill all residential customers a monthly fee for brush/bulky waste disposal. The City reserves the right to adjust the brush/bulky waste disposal fee as deemed necessary to recover the City's costs associated with disposal events.

SECTION 5. 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 6. 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 7. 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 8. EFFECTIVE DATE.

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

PASSED AND APPROVED ON this 2nd day of July, 2025.

Lisa Swint
Mayor

ATTEST:

Marisa Spencer
City Secretary

Attachment A

Municipal Materials Management Agreement

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this 1st day of August, 2023 (“**Effective Date**”), by and between the City of Garden Ridge, Texas (“**City**”), and BFI Waste Services of Texas, L.P., dba Republic Services of San Antonio a Texas Limited Partnership qualified to do and actually doing business in the State of Texas (“**Company**”).

RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations (“**Location Types**”) within the territorial jurisdiction of the City (the “**Services**”):

Location Types

☒ Residential Units

☒ Large Commercial Units

☒ Small Commercial Units

☒ Industrial Permanent Units

☒ Municipal Facilities

☒ Industrial Temporary Units

2. Newly Developed Areas. If the City develops new areas (of the same Location Types as designated above) within the City’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees

that Company may use any information received from the City in marketing all of its available services to the Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached to this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A Specifications for Municipal Solid Waste Services

Exhibit B Specifications for Recycling Services

Exhibit C Municipal Solid Waste Pricing

6. Term. This Agreement begins on the Effective Date and expires ten (10) years thereafter but shall automatically renew for successive five-year periods (the “**Term**”) unless either party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of this Agreement.

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

7.1 Rates for Services. The rates for all Services shall be as shown on Exhibit C, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the greater of (a) four (4) percent or (b) the most recently available trailing twelve (12) months’ average in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the “**CPI**”). On or before June 1 of each year, Company shall notify the City of its intent to adjust the rates for all Services and such notice shall include (i) the CPI Calculation; (ii) the net percentage change to be applied to all rates and (iii) the increase in rates which Company intends to charge. For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI as of April, compared to the preceding average twelve (12) months period.

7.3 Change in Law Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event. Any request for the foregoing cost adjustments shall be accompanied by documentation that clearly defines the methodology, effective date, and data sources supporting the cost increase, shall be subject to the review and approval of the City and shall be retroactive to the effective date of such increase or change in cost.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the City. The City shall invoice and collect from all Residential, Commercial, and Municipal Facilities Customers for Services provided by Company pursuant to this Agreement, plus any applicable fees and taxes. The City shall report to Company (a) by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for

Services by the City and (b) on a quarterly basis, parcel data and a list of addresses billed for the Services by the City.

The Company shall bill the City for Waste Material and Recyclable Material collection and disposal services rendered to Residential Units, Commercial Units and Municipal Facilities within ten (10) days following the end of the month and the City shall pay the Company on or before the 15th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents, net of the five percent (5%) franchise fee. The billing to the City for Residential and Commercial Units, net of franchise fee, will be calculated as follows:

The company will bill the City using the current period contract rate per unit, for all Residential and Commercial Units as shown on Exhibit C, subject to the rate adjustments and additional fees and costs as set forth herein, divided by 1.05

Example:

Current Period Contract Rate for Residential Collection for August 2023 is \$30.82 per month, including five percent (5%) franchise fee. This rate will be divided by 1.05 to calculate the net of franchise fee rate to be billed per unit ($\$30.82 / 1.05 = \29.35).

Per this example, Company will invoice City \$29.35 per Residential Unit for the month of August 2023.

The Company shall be entitled to payment for service rendered to Residential Units and Commercial Facilities irrespective of whether or not City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid by City.

- 8.2 Franchise Fee. The rates for Residential and Commercial Collection Services, as shown in Exhibit C, include a franchise fee equal to five percent (5%). The City shall invoice and collect from all Residential and Commercial Customers for Services provided by Company pursuant to Exhibit C, plus any applicable fees and taxes. The Company shall invoice and collect from the City, based on the price rates and schedules set forth in the Contract Documents, net of the five percent (5%) franchise fee, for Residential and Commercial Units.
- 8.3 Invoicing the Customer Directly. Company shall invoice each individual Customer for Industrial Permanent and Temporary Services rendered to such Customer under this agreement within 10 days following the end of the month, and the Customer shall pay Company's invoices. The Company shall pay to the City the five percent (5%) franchise fee (Exhibit C) that the Company receives for those services. The fee shall be paid quarterly to the City by January 31, April 30, July 31, and October 31, of each year during the term of this Contract.
- 8.4 Payment. The City or Customer, as applicable, shall pay each of Company's invoices without offset, within twenty (20) days of receipt of Company's invoice. Payments may be made by check or ACH only. Payment by credit card will incur a three percent (3%) convenience fee added to the invoice total. City shall pay Company's invoices in full irrespective of whether or not the City collects from the Customers for such Service. Payments not made on or before their

due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the City or Customer, as applicable, withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

- 8.5 Sales Tax. With the City's remittance to the Company, the City shall submit documentation to support the monthly calculation of total sales tax and include this amount with the City's remittance to the Company. The Company is responsible for remitting the sales tax submitted by the City per the amount and documentation provided by the City for the services billed.

8.6 Service Suspension.

8.6.1 Unpaid Invoices. If any amount due from the City is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the City has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the City shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.6.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. To the extent permitted by state law, the City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the City.

8.7 Audits.

8.7.1 Audit of City Billings. With respect to any Services in which the Company's billing is dependent upon the City's reporting of the number of addresses subject to this Agreement, the City shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the City and that the City's reporting on such addresses is accurate. The City shall share all findings and documentation with respect to such audits with Company. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to City data to support that the number of addresses serviced exceeds the number provided by the City, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.

- 8.7.2 Audit of Company Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the City under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.
9. Service Level Changes. In the event the City desires to make changes to the service levels included within the Agreement, the City and Company agree to negotiate in good faith, an Amendment to the Agreement, to address the impacts of such changes to the Agreement.
10. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving ninety (90) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.
11. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
12. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
13. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the City, depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.
14. Equipment; Access. Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The City shall be liable for all loss or damage to such

equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. To the extent permitted by state law, the City shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or possession of the equipment by the City or the Customers. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement.

15. **Risk Allocation.** Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
16. **Insurance.** During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory or other state-approved program
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

17. **Force Majeure.** Except for City's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemic or pandemic, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this

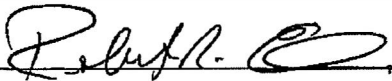
Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.

18. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
19. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.
20. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.
21. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

City of Garden Ridge, Texas

BFI Waste Services of Texas, LP dba Republic
Services of San Antonio

By: 

By: 

Name: ROBERT R. ERICKSON

Name: WILLIAM K RICH II

Title: MAYOR

Title: GENERAL MANAGER

Date: 25 JULY 2023

Date: JULY 26, 2023

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

☒ Municipal Solid Waste (MSW)

☒ Bulky Waste

☒ Brush & Yard Waste

☒ Construction Debris

2. Definitions.

2.1 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

2.2 Brush & Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For on call brush and bulky curbside waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box, the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles, not exceeding four (4) feet in length.

2.3 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied.

2.4 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight, for on call brush and bulky curbside collection.

2.5 Construction Debris – Excess building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility, Commercial Unit or Industrial Permanent or Temporary Unit.

2.6 Customer – An occupant or operator of any type of premise within the City that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.7 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.8 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.9 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and

Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.10 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW and Waste Material for a continuous term.

2.11 Industrial Temporary Unit – An industrial, residential, commercial, or municipal premise requiring use of a large container for the collection of its MSW and Waste Material on only a temporary basis. Collection is generally limited to a specific event or a short-term project.

2.12 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.13 Municipal Facilities – Those specific municipal premises as set forth on Exhibit C of this Agreement, if any.

2.14 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.15 Residential Container – A wheeled receptacle with a maximum capacity of ninety-six (96) gallons constructed of high-density polyethylene resin, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid. The mouth of a container entrance shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed fifty pounds (50 lbs.). One (1) ninety-six (96) gallon Residential Waste Container will be provided to each Residential Unit for base service level, with ownership retained by Company.

2.16 Residential Recycling Container – A 96-gallon receptacle that is designed for the purpose of collection of Recyclable Materials and is constructed of high-density polyethylene resin. One (1) ninety-six (96) gallon Recycling Container will be provided to each Residential Unit for base service level, with ownership retained by Company

2.17 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.18 Small Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires no more than three (3) ninety-six (96) gallon containers, or equivalent, per collection day for the collection of its Solid Waste. Examples of Small Commercial Units include offices, stores, service stations, restaurants, amusement centers, schools, and churches.

2.19 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the

cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.20 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material, Yard Waste, Bulky Waste and Construction Debris generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, 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, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container, bag or bundle not so placed or any Waste Material not in a container, bag or bundle.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 7:00 A.M. or continue after 6:00 P.M. for Residential Collection and shall not start before 7:00 A.M. or continue after 9:00 P.M. for Commercial and Industrial Collection. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Residential Collection.

3.4.1. Residential Waste Collection. Company shall supply one (1) ninety-six (96) gallon Residential Container to each Residential Unit for the waste materials to be collected. Company shall provide collection and disposal services for Residential Units two (2) times per week. Company shall be obligated to collect no more than one (1) ninety-six (96) gallon Residential Container per collection from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be contracted by the Residential Unit under terms and prices as listed in Exhibit C.

3.4.2. Residential Recycle Collection. Company shall provide collection and processing services for Residential Units one (1) time per week. Company shall supply one (1) ninety-six (96) gallon Recycling Container to each Residential Unit for the recycling materials to be collected. Recycling specifications set forth in Exhibit B.

3.4.3. Brush and Bulky Waste Collection. Company shall provide on-call brush and bulky waste collection and disposal services for Residential Units that contract and schedule for those services under terms and prices as listed in Exhibit C. Large amounts of debris from lot clearing and construction operations, rock, brush, tree limbs, waste, scrap, building materials, or other trash resulting from construction or major remodeling, or vacant or improved property just prior to its occupancy, or resulting from sizable amounts of trees, brush, and debris cleared from property in preparation for construction, will not be removed by the Company as a part of regular service but may be removed for the Residential Unit under terms and prices as listed in Exhibit C. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company.

3.5 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least once per week.

3.6 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.7 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.8 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.9 Customer Education. The City shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

3.10 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

EXHIBIT B

SPECIFICATIONS FOR RECYCLING SERVICES

1. **Recycling Services Definitions.**

1.1 **“Recyclable Materials”** are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 **“Acceptable Material”** means the materials listed in Section 8 below.

1.3 **“Unacceptable Material”** means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing (“Recycling Services”).

2. **City’s Duty.** City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. **Collection.** City shall pay Company a rate as set forth in Exhibit C for the collection of Recyclable Materials from Residential Units and Municipal Facilities. City’s Collection rate assumes that, on average, City’s Recyclable Material consists of no more than 15% Unacceptable Material (the **“Unacceptable Material Threshold”**). The Collection rate is subject to Rate Adjustments as set forth in the Agreement.

4. **Right to Inspect/Audit.** Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company’s visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City’s Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

5. **Changes in Market Conditions.** If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility’s Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

6. **Acceptable Material.** All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days’ prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)

- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)

7. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Batteries of any type
- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

EXHIBIT C
MUNICIPAL SOLID WASTE PRICING

<u>I. Residential Collection:</u>		<u>Base Rate</u>	<u>Franchise Fee (5%)</u>	<u>Total Rate</u>	
A.	Automated Residential Waste Collection Per Unit per month: - Includes two-time (2x) per week collection with 1 – 96gal Residential Container - Cart contents only	\$32.41	\$1.62	\$34.03	
B.	Extra 96gal Automated Residential Container per month Additional fee per container	\$6.08	\$0.30	\$ 6.38	
C.	Automated Residential Recycling Collection: Includes one-time (1x) per week collection with 1 - 96gal Recycling Container	Included in Base Rate			
D.	On call, Scheduled, Residential brush and bulky curbside collection. Minimum Charge: - Includes up to 1 cubic yard per Residential Unit - Each additional cubic yard or bulky item - per unit:	\$55.21	\$2.76	\$57.97	
		\$55.21	\$2.76	\$57.97	
<u>II. Commercial Collection:</u>		<u>Base Rate</u>	<u>Franchise Fee (5%)</u>	<u>Total Rate</u>	
A.	Small Commercial Collection (Carts) per month: - Includes one-time (1x) per week collection with 1 - 96gal Container - Cart contents only	\$38.66	\$1.93	\$40.59	
B.	Each Additional Small Commercial Container (Cart) per mo.: - Includes one-time (1x) per week collection with 1 - 96gal Container - Cart contents only	\$38.66	\$1.93	\$40.59	
C.	Large Commercial Container Collection Service per month:				
	<u>Container Size</u>	<u>Frequency</u>	<u>Base Rate</u>	<u>Franchise Fee (5%)</u>	<u>Total Rate</u>
	2yd FEL Can -	1x/week	\$ 96.64	\$ 4.83	\$101.47
	2yd FEL Can -	2x/week	\$177.10	\$ 8.85	\$185.95
	2yd FEL Can -	3x/week	\$256.58	\$12.83	\$269.41
	2yd FEL Can -	4x/week	\$335.84	\$16.79	\$352.63
	2yd FEL Can -	5x/week	\$415.10	\$20.76	\$435.86
	3yd FEL Can -	1x/week	\$119.36	\$ 5.97	\$125.33
	3yd FEL Can -	2x/week	\$206.36	\$10.32	\$216.68
	3yd FEL Can -	3x/week	\$277.80	\$13.89	\$291.69
	3yd FEL Can -	4x/week	\$320.67	\$16.03	\$336.70
	3yd FEL Can -	5x/week	\$389.18	\$19.46	\$408.64

4yd FEL Can -	1x/week	\$147.10	\$ 7.36	\$154.46
4yd FEL Can -	2x/week	\$240.82	\$12.04	\$252.86
4yd FEL Can -	3x/week	\$337.90	\$16.90	\$354.80
4yd FEL Can -	4x/week	\$428.26	\$21.44	\$449.70
4yd FEL Can -	5x/week	\$509.80	\$25.49	\$535.29
6yd FEL Can -	1x/week	\$188.29	\$ 9.41	\$197.70
6yd FEL Can -	2x/week	\$299.65	\$14.98	\$314.63
6yd FEL Can -	3x/week	\$398.42	\$19.92	\$418.34
6yd FEL Can -	4x/week	\$503.91	\$25.20	\$529.11
6yd FEL Can -	5x/week	\$620.32	\$31.02	\$651.34
8yd FEL Can -	1x/week	\$215.18	\$ 10.76	\$225.94
8yd FEL Can -	2x/week	\$371.95	\$18.60	\$390.55
8yd FEL Can -	3x/week	\$501.82	\$25.09	\$526.91
8yd FEL Can -	4x/week	\$626.64	\$31.33	\$657.97
8yd FEL Can -	5x/week	\$751.87	\$37.59	\$789.46
Commercial Extra Yardage Fee - per yard:		\$ 44.18	\$ 2.21	\$ 46.39
Commercial Container – Each Extra Lift:		\$110.44	\$ 5.52	\$115.96
Commercial Container - Delivery Fee per can:		\$ 38.66	\$ 1.93	\$ 40.53
Commercial Container - Removal & Exchange Fee per can:		\$ 38.66	\$ 1.93	\$ 40.53

All charges above, for Commercial Collection, include five percent (5%) Franchise Fees and does not include Sales Tax.

III. Industrial Permanent and Temporary Rolloff Service:

Haul Fee (20, 30 & 40yd Open Top) -	\$655.18 per haul, includes up to 4 tons disposal
With Franchise Fee	\$687.94/haul, includes up to 4 tons disposal
Haul Fee (Compactor) -	\$875.51 per haul, includes up to 4 tons disposal
With Franchise Fee	\$919.29 per haul, includes up to 4 tons disposal
Disposal Fee -	\$ 46.38 per ton on all tons over 4 tons
With Franchise Fee	\$48.70 per ton on all tons over 4 tons
Rental Fee (Open Top) -	\$ 5.87 per day
With Franchise Fee	\$ 6.16 per day
Delivery Fee -	\$289.91 per delivery
With Franchise Fee	\$304.44 per delivery
Container Relocation Fee -	\$289.91 per relocation
With Franchise Fee	\$304.44 per relocation
False Alarm Fee -	\$289.91 per occurrence
With Franchise Fee	\$304.44 per occurrence
Excess Disposal Charges -	\$0.05 per lb. over 10 tons per load
With Franchise Fee	\$0.05 per lb. over 10 tons per load

Compactor Rental Charges will be based on individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed by Contractor and such customers.

Above pricing does not apply to special waste volumes.

All charges above, for Industrial Permanent and Temporary Rolloff, do not include five percent (5%) Franchise Fees or Sales Tax.

Contractor shall bill Industrial Permanent and Temporary Industrial Rolloff Customers directly and add a five percent (5%) Franchise Fee for those services. The Company shall pay to the City the five percent (5%) franchise fee that the Company receives for those services. The fee shall be paid quarterly to the City by January 31, April 30, July 31, and October 31, of each year during the term of this Contract.

IV. Municipal Services:

A. City of Garden Ridge Use Only - Rolloff Collection:

Municipal rates for 30 cubic yard Rolloff Boxes for use by the City:

Haul Fee (Mon – Sat) -	\$325.80 per haul plus disposal
Haul Fee (Sunday) -	\$358.93 per haul plus disposal
Disposal Fee -	\$36.45 per ton
Rental Fee (Open Top) -	N/A
Delivery Fee -	\$165.66
False Alarm Charge -	\$165.66 per occurrence
Excess Disposal Charges -	\$0.05 per lb. over 10 tons

Above pricing does not apply to special waste or water treatment plant waste volumes.

B. Municipal Trash Hauling – Provided Free of Charge:

- The following municipal owned facilities will be provided a Commercial Small Container (FEL) and/or 95gal cart service free of charge, emptied on a schedule to be determined by the City and the Company:
- Garden Ridge Maintenance
 - Garden Ridge Civic Center
 - Garden Ridge Police Department
 - Garden Ridge Animal Control
 - Paul Davis Park

All charges above, for Municipal Services, do not include Franchise Fees or Sales Tax.



AGENDA ITEM:	9.c) Resolution No. 535 (APO Advisory Council)
SUBMITTED BY:	City Manager Ryan Rapelye
DATE SUBMITTED:	June 26, 2025
MEETING DATE:	July 2, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

This agenda item presents a formal resolution amending the establishment of an Aggregate Production Operations (APO) Advisory Council in the City of Garden Ridge, Texas. The Advisory Council will be tasked with addressing issues that arise from the presence and operations of APOs in and around the City and recommending the best practices and policies for the benefit of both the community and local quarry operators. **The APO Advisory Council was established by the City Council at the June meeting; however, staff is bringing back the item for consideration in order to modify the structure of the APO Advisory Council.**

BACKGROUND

Aggregate Production Operations exist in and around Garden Ridge and have, at times, generated public concern due to their environmental, noise, traffic, or other operational impacts. In response to these concerns and in the interest of fostering open dialogue and transparency, the City Council found it prudent to establish an official advisory body to act as a liaison between affected parties and the Council. The Aggregate Production Operations Advisory Council was established by the City Council at the June meeting; however, staff is bringing back the item for consideration in order to modify the structure of the Aggregate Production Operations Advisory Council as follows:

Structure:

10 seats total, including:

- **1 City Council representative**
- **3 APO operator representatives**
- **3 local citizen representatives**
- **1 alternate citizen representative**
- **1 ex officio, non-voting representative (Mayor)**
- **1 ex officio, non-voting City representative**

ATTACHMENTS: Resolution Amending the Aggregate Production Operations Advisory Council with Exhibit A – Membership

REQUESTED ACTION

- | | |
|------------|-------------------------------------|
| Motion | ☐ |
| Discussion | ☐ |
| Ordinance | ☐ |
| Resolution | ☒ |
| Other | ☐ |

FINANCIAL

Budgeted Item ☐

Original Estimate/Budget:

Non-budgeted Item ☐

Current Estimate:

Not Applicable ☐

Amount Under/Over Budget: \$

PROs / CONS

The APO Advisory Council serves as a conduit for open communication between aggregate production operators (APOs) and residents potentially affected by these operations. The Council aims to foster transparency, mutual understanding, and collaboration by providing a forum to share concerns, ideas, and potential solutions. It may also develop voluntary best-practice guidelines to help mitigate operational impacts and promote responsible development in partnership with the City of Garden Ridge and the surrounding community.

STAFF RECOMMENDATION

Staff recommends amending the resolution to modify the membership structure of the Aggregate Production Operations Advisory Council.

RESOLUTION NO. 535-072025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS, AMENDING THE AGGREGATE PRODUCTION OPERATIONS ADVISORY COUNCIL FOR THE CITY OF GARDEN RIDGE; APPOINTING AN ADDITIONAL MEMBER TO INAUGURAL TERM OF ADVISORY COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 4, 2025, the City Council created the Aggregate Production Operations Advisory Council; and

WHEREAS, the City desires to amend the structure of the Advisory Council and finds the amendment to be in the best interest of the City of Garden Ridge.

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

Section 1. The City Council of the City of Garden Ridge, Texas, hereby amends the structure of the Aggregate Production Operations Advisory Council by adding a second ex officio member as Seat Ten, as shown in attached Exhibit A.

Section 2. City Council hereby appoints the Mayor to Seat Ten and Councilmember Todd Arvidson to replace the Mayor as the Seat One City Council Representative.

Section 3. 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 a part of the judgment and findings of the City Council.

Section 4. 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 5. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 6. 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 7. 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 8. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED ON this 2nd day of July, 2025.

Lisa Swint
Mayor

ATTEST:

Marisa Spencer
City Secretary

EXHIBIT A

(a) Membership

The Advisory Council shall be composed of a total of ten (10) members, including an alternate and two (2) ex officio, nonvoting members. All members shall be appointed by simple majority vote of the City Council. All members appointed to the Advisory Council shall not be in arrears in the payment of any taxes or other liabilities due to the City. The members of the Advisory Council shall be appointed by the City Council for a term of two (2) years or until their successors are appointed and qualified. Each member serves at the will of City Council and may be removed at any time.

The membership of the Advisory Council shall be composed of the following:

- Seat One: One (1) representative from City Council
- Seats Two, Three, and Four: Three (3) representatives from local Aggregate Production operators
- Seats Five, Six, and Seven: Three (3) representatives who are local citizens impacted by area Aggregate Production Operations
- Alternate Seat Eight: One (1) representative who is a local citizen impacted by area Aggregate Production Operations
- Ex Officio Seat Nine: One (1) representative from the City of Garden Ridge
- Ex Officio Seat Ten: One (1) representative from City Council



AGENDA ITEM:	9.d) Agenda Format/Structure
SUBMITTED BY:	City Manager Ryan Rapelye
DATE SUBMITTED:	June 26, 2025
MEETING DATE:	July 2, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discussion and Possible Action on potential modifications to the structure and/or framework of the current City Council agenda.

BACKGROUND

The intent of this agenda item is to discuss with City Council the current framework of the City Council agenda and evaluate the need to streamline a more effective framework for our City Council meetings. The current structure provides two opportunities for citizen comments, consent, action items, staff reports from multiple departments, commission reports, updates on projects, and future items for the City Council discussion. A revised format/structure would seek to enhance clarity, improve public engagement, and reduce meeting length without compromising transparency or effectiveness.

ATTACHMENTS:

REQUESTED ACTION

- Motion ☐
- Discussion ☒
- Ordinance ☐
- Resolution ☐
- Other ☐

FINANCIAL

- Budgeted Item ☐
- Non-budgeted Item ☐
- Not Applicable ☐

Original Estimate/Budget:

Current Estimate:

Amount Under/Over Budget: \$

PROs / CONs

STAFF RECOMMENDATION

This item is for discussion, input, and feedback from City Councilmembers on the current structure of the City Council agenda and potential areas to revise without compromising the transparency or effectiveness.