
The Garden Ridge City Council will meet in a regular session on Wednesday, October 1, 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. Presentations/Proclamations**

- a) Davenport High School Theatre Department Presentation.
- b) Tri-County Chamber of Commerce Presentation-Executive Director Becki Babcock.
- c) Mayors' Monarch Pledge Day Proclamation.
- d) Hill Country Night Sky Month Proclamation.
- e) Domestic Violence Awareness Month Proclamation.

4. Citizen Comment Period – limited to 30 minutes total

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

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

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

5. Consent Agenda

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

- a) Approval of Minutes for the September 3, 2025, City Council Regular Meeting.
- b) Financial Statement, Summary Report, and Management's Discussion and Analysis of Results of Operations – August 31, 2025.
- c) Resolution No. 538-102025 A Resolution of the City Council of the City of Garden Ridge, Texas, designating the New Braunfels Herald Zeitung as the official newspaper of the City of Garden Ridge.
- d) Amendments to City of Garden Ridge Personnel Policy Manual.
- e) Interlocal Agreement for Mutual Access to CloudLibrary Digital Resources.



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. Ordinance No. 61 An Ordinance of the City Council of the City of Garden Ridge, Texas, establishing the Drought Management Plan for the City of Garden Ridge; establishing trigger conditions and demand reduction measures; providing a variance procedure; providing a penalty for violations of this Ordinance; providing a cumulative and savings clause; providing for severability; and declaring an effective date.
 - 1.1. Receive recommendation.
 - 1.2. Discuss and set date for Public Hearing.
 2. Ordinance No. 159 An Ordinance of the City Council of the City of Garden Ridge, Texas, establishing landscape and irrigation system requirements for residential and commercial properties in the City of Garden Ridge for the purpose of water conservation; providing a variance procedure; providing a penalty for violations of this Ordinance; providing for severability; and declaring an effective date.
 - 2.1. Receive recommendation.
 - 2.2. Discuss and take action.
 3. Receive monthly activity update as applicable.

9. Approvals and Authorizations

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

- a) Interview Panel Recommendation for Appointment to Water Commission.
- b) Bid Award for Municipal Ground Storage Tank Rehabilitation Project.
- c) Texas Municipal League (TML) Region 7 Director Election.
- d) Nominations for Comal Appraisal District Board of Directors Election.
- e) City of Garden Ridge Facility Naming Policy.
- f) Discussion on possible amendments to Ordinance No. 168 related to the use of golf carts.
- g) Agenda Format/Structure.

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 and Harralson).
 - 3. Economic Development (Smith and Swint).
 - 4. Outreach and Communication Efforts between Residents and City Council (Reyes).

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 September 24, 2025, on the bulletin board located at the entrance to Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas.

Marisa Spencer

Marisa Spencer
City Secretary

Proclamation

WHEREAS, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, the monarch butterfly, designated as the state insect in 1995, is the most recognizable butterfly in North America and flies through Texas every spring and fall on its epic migration to wintering grounds in Mexico; and

WHEREAS, cities, towns, and counties have a critical role to play to help save the monarch butterfly, and every citizen of Garden Ridge can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play, and worship; and

WHEREAS, monarch butterflies will begin their journey to central and southern Texas, traveling primarily along cities near the I-35 Corridor, and the best time to observe their migration is early to mid-October, especially on warmer, sunny days when the butterflies are most active; and

WHEREAS, on behalf of the people of Garden Ridge who have already joined me in creating a healthy habitat for these magnificent butterflies, I am honored to lead the way by signing the National Wildlife Federation's Mayors' Monarch Pledge; and so that the monarch butterfly will once again flourish.

NOW, THEREFORE, BE IT PROCLAIMED that I, Lisa Swint, Mayor of Garden Ridge, Texas, do hereby proclaim October 1, 2025, in the City of Garden Ridge as

MAYORS' MONARCH PLEDGE DAY

IN WITNESS WHEREOF, I hereunto set my hand and official seal of the City of Garden Ridge this 1st day of October, 2025.



Lisa Swint
Mayor

Proclamation

WHEREAS, the aesthetic beauty and wonder of star-filled skies are the heritage of all humankind and preserving rich historic heritage and starry night skies of Garden Ridge is important to its residents; and

WHEREAS, the experience of standing beneath a star-filled night sky inspires feelings of wonder and awe, and may encourage interest in science and nature especially among young people; and

WHEREAS, the opportunity to view star-filled skies attracts tourists to our region and therefore provides an economic benefit to Garden Ridge; and

WHEREAS, light pollution created by glare, light trespass, sky glow, and over lighting is wasted light that performs no function or task as well as artificial light that goes where it is not supposed to go; and

WHEREAS, light pollution wastes natural resources amounting to at least \$3.3 billion per year and contributes to diminished American energy independence; and

WHEREAS, the influx of people into the Texas Hill Country region and the accompanying light pollution from area lighting fixtures has been steadily on the rise, eroding the historical view of the night skies in many nearby areas; and

WHEREAS, addressing light pollution involves making better use of outdoor lighting to direct light down to where it is needed instead of upward into the sky, putting outdoor lights on timers, and using outdoor lighting only where necessary; and

WHEREAS, Hill Country communities are increasingly dedicated to the preservation of the region's night skies, as evidenced by frequent educational activities and by the increasing number of places and organizations in our region, including: Comal County, Camp Bullis, San Antonio Astronomical Association, New Braunfels Astronomy Club, Guadalupe River State Park, and Comal County Friends of the Night Sky; and

WHEREAS, this regional effort and the preservation and celebration of our night skies are worthy of recognition.

NOW, THEREFORE, BE IT PROCLAIMED that I, Lisa Swint, Mayor of Garden Ridge, Texas, do hereby proclaim October 2025 in the City of Garden Ridge as

HILL COUNTRY NIGHT SKY MONTH

IN WITNESS WHEREOF, I hereunto set my hand and official seal of the City of Garden Ridge this 1st day of October, 2025.



Lisa Swint
Mayor

Proclamation

WHEREAS, Domestic Violence victims are not confined to any group or groups of people and does not discriminate based on socioeconomic status, gender or age; and

WHEREAS, Domestic Violence is a systematic use of physical, emotional, sexual, psychological and economic abuse and control that violates an individual's privacy, dignity, security, and humanity; and

WHEREAS, Domestic Violence victims are oftentimes children who suffer lifelong effects from exposure to the emotional and physical trauma of Domestic Violence; and

WHEREAS, Domestic Violence victims exhibit astounding strength, courage, and resilience as they overcome significant barriers to escape Domestic Violence; and

WHEREAS, Domestic Violence victims are viewed as more than a statistic, they are a Family Member, a Neighbor, a Co-Worker, and a Friend whose torturous struggle has affected our society making the journey of prevention essential towards ending the debilitating cycle of Domestic Violence; and

WHEREAS, all Texans must take action to eradicate Domestic Violence through a committed dedication to extraordinary advocacy on behalf of victims by being their voice and raising awareness; and

WHEREAS, Domestic Violence Awareness Month is a time to remember and honor victims by guiding them to Safety, nurturing their Healing, and securing their Freedom by providing them HOPE through a safety net of services that include crisis shelters, childcare, counseling, legal advocacy, and case management; and

WHEREAS, the City of Garden Ridge encourages our citizens to join the Crisis Center of Comal County, allied professionals, and Domestic Violence survivors in mourning the many lives lost to Domestic Violence, and to celebrate our unified progress that could not have been made without the strength of our connection and victim advocacy.

NOW, THEREFORE, BE IT PROCLAIMED that I, Lisa Swint, Mayor of Garden Ridge, Texas, do hereby proclaim October 2025 in the City of Garden Ridge as

DOMESTIC VIOLENCE AWARENESS MONTH

IN WITNESS WHEREOF, I hereunto set my hand and official seal of the City of Garden Ridge this 1st day of October, 2025.



Lisa Swint
Mayor

Councilmembers Present:

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

Councilmembers Absent:

Councilmember Brian Reyes

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
Dan Jones, 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, September 3, 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. Citizen Comment Period

Rose Gail Leatherberry, 20711 FM 3009, spoke regarding the Garden Ridge Library.

Linda Potts, 8142 Ridge North Drive, spoke regarding the Public Works Department, Bat Cave Road repaving project, tree trimming, and golf carts.

Timothy Kasner, 21619 Forest Waters Circle, spoke regarding golf carts.

Andrée Mericle, 21520 Forest Waters Circle, spoke regarding golf carts.

Cyndie Segovia, 8435 Twisted Oaks, spoke regarding golf carts.

Sharon Stripling, 21729 Forest Waters Circle, spoke regarding the Public Works Department and golf carts.

4. Consent Agenda

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- a) **Approval of Minutes for the August 5, 2025, City Council Special Meeting.**
- b) **Approval of Minutes for the August 6, 2025, City Council Regular Meeting.**
- c) **Approval of Minutes for the August 25, 2025, City Council Special Meeting.**



d) Financial Statement, Summary Report, and Management’s Discussion and Analysis of Results of Operations – July 31, 2025.

Motion: A motion was made by Councilmember Arvidson, seconded by Mayor Pro-Tem Smith, to approve consent agenda items a)-d). The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

5. 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.

6. City Engineer Projects Status Reports

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

7. City Commission 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 August.

b) Water Commission:

1. Expiring Terms (September 30, 2025) of Commissioners.

1.1. Receive recommendation to reappoint Commissioner Dr. Carmichael and Commissioner Harshbarger to serve another term with terms expiring September 30, 2027.

Chair Pohl stated the Commission recommends the reappointment of Commissioner Dr. Carmichael and Commissioner Harshbarger to serve another term on the Water Commission.

1.2. Discuss and take action.

Motion: A motion was made by Councilmember Mueller, seconded by Councilmember Arvidson, to approve the Water Commission’s recommendation and reappoint Commissioner Dr. Carmichael and Commissioner Harshbarger to serve another term on the Water Commission with terms expiring September 30, 2027. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

2. Receive monthly activity update as applicable.

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

8. Approvals and Authorizations

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

- a) Request from Buckley Powder Co., for a Partial Exemption Permit to conduct blasting activities at Heidelberg Materials Servtex Quarry for the period of October 1, 2025 – September 30, 2026, and set annual permit fee.**

City Manager Ryan Rapelye spoke regarding the request from Buckley Powder Company for a Partial Exemption Permit to conduct blasting activities at Heidelberg Materials Servtex Quarry and reviewed the annual permit fee.

Dustin Althoff, Buckley Powder Company, spoke regarding Buckley Powder Company’s blasting operations and addressed questions from Councilmembers.

Motion: A motion was made by Councilmember Arvidson, seconded by Mayor Pro-Tem Smith, to approve the request from Buckley Powder Co., for a Partial Exemption Permit to conduct blasting activities at Heidelberg Materials Servtex Quarry for the period of October 1, 2025 – September 30, 2026, and set the annual permit fee at \$33,026.22. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

- b) Ordinance No. 245-092025 An Ordinance of the City Council of the City of Garden Ridge, Texas, adopting the Budget for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026; providing for a cumulative clause, a severability clause, and a savings clause; declaring an effective date; and declaring proper notice of meeting.**

Motion: A motion was made by Councilmember Harralson, seconded by Councilmember Mueller, to approve Ordinance No. 245-092025 An Ordinance of the City Council of the City of Garden Ridge, Texas, adopting the Budget for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026; providing for a cumulative clause, a severability clause, and a savings clause; declaring an effective date; and declaring proper notice of meeting.

The City Council voted by roll call:

- Place 1 Mayor Pro-Tem Smith – aye
- Place 2 Councilmember Mueller – aye
- Place 3 Councilmember Harralson – aye
- Place 4 Councilmember Arvidson – aye
- Place 5 Councilmember Reyes – absent

The motion carried unanimously.

- c) 2025 Tax Rate.**

City Manager Ryan Rapelye reviewed the proposed 2025 Tax Rate.

1. Hold a public hearing.

Mayor Swint opened the public hearing at 7:01 p.m.

John Andrews, 9403 Gloxinia, spoke regarding the proposed tax rate.

City Secretary Marisa Spencer stated no written comments were submitted.

Mayor Swint closed the public hearing at 7:03 p.m.

2. Discuss and take action on Ordinance No. 246-092025 An Ordinance of the City Council of the City of Garden Ridge, Texas, adopting a Tax Rate of \$0.246430 per one hundred dollars (\$100.00) consisting of the Maintenance and Operation Rate and Debt Service Rate of assessed valuation for the City of Garden Ridge to be effective for the 2025 Tax Year (Fiscal Year 2026).

Motion: A motion was made by Councilmember Mueller, seconded by Councilmember Harralson, to approve Ordinance No. 246-092025 An Ordinance of the City Council of the City of Garden Ridge, Texas, adopting a Tax Rate of \$0.246430 per one hundred dollars (\$100.00) consisting of the Maintenance and Operation Rate and Debt Service Rate of assessed valuation for the City of Garden Ridge to be effective for the 2025 Tax Year (Fiscal Year 2026).

The City Council voted by roll call:

Place 1 Mayor Pro-Tem Smith – aye
Place 2 Councilmember Mueller – aye
Place 3 Councilmember Harralson – aye
Place 4 Councilmember Arvidson – aye
Place 5 Councilmember Reyes – absent

The motion carried unanimously.

d) Ratify the property tax increase reflected in the Fiscal Year 2026 Budget for the City of Garden Ridge.

City Manager Ryan Rapelye spoke regarding ratifying the property tax increase reflected in the FY 2026 Budget.

Motion: A motion was made by Mayor Pro-Tem Smith, seconded by Councilmember Arvidson, to ratify the property tax increase reflected in the Fiscal Year 2026 Budget for the City of Garden Ridge. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

e) Interview Panel Recommendation for Appointment to Water Commission.

Mayor Swint stated this is still an ongoing process.

f) Discussion on possible amendments to Ordinance No. 168 related to the use of golf carts.

Chief Eberhardt spoke regarding possible amendments to Ordinance No. 168 related to the use of golf carts and addressed questions from Councilmembers.

The City Council agreed by consensus to continue researching and discussing this item.

g) Agenda Format/Structure.

City Manager Ryan Rapelye stated this item will be tabled until all Councilmembers are present to provide input.

h) Third-Party Monitoring related to Ordinance No. 34.

City Manager Ryan Rapelye spoke regarding the third-party monitoring requirements in Ordinance No. 34 and stated in collaboration with Quarry Consultant Jill Shackelford, it is recommended to transition from Vibra-Tech to IGS (Integrated Geotechnical Solutions) as the City's third-party monitoring provider.

Motion: A motion was made by Councilmember Arvidson, seconded by Councilmember Mueller, to authorize the City Manager to provide Vibra-Tech with 30-day written notice of contract termination. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Harralson, seconded by Councilmember Arvidson, to authorize the City Manager to negotiate and enter into a new service agreement with IGS (Integrated Geotechnical Solutions) as the City's third-party monitoring provider. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

9. 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 and Harralson).

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

3. Economic Development (Smith and Swint).

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

4. Outreach and Communication Efforts between Residents and City Council (Reyes).

Mayor Swint stated there are no updates at this time due to Councilmember Reyes being absent.

10. Discussion of Future Agenda Items

None at this time.

11. Citizen Comment Period

Vanessa J-Douglas, 9045 Sumac Cove, spoke regarding the Utilities Department.

12. 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 Events. Mayor Swint spoke regarding the Garden Ridge Women’s Club.

13. Adjournment

There being no further business, the Wednesday, September 3, 2025, City Council regular meeting was adjourned at 7:44 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 08/31/2025

CITY FUNDS	BALANCE	CURRENT INTEREST RATE
GF OPERATING ACCOUNT	375,947.53	0.40%
GF MONEY MARKET	1,336,333.73	3.67%
PEG CAPITAL FEES	20,467.16	3.67%
TEXPOOL INVESTMENTS	3,434,694.33	4.31%
2017 I&S	2,615.27	3.67%
2012 I&S	5,103.30	3.67%
2012 REFI	14,273.45	3.67%
2015 I&S	5,370.80	3.67%
TEXPOOL WATER IMPACT FEES	197,438.97	4.31%
TEXPOOL STREET IMPACT FEES	68,330.14	4.31%
AMERICAN RECOVERY ACCT	5,887.37	3.67%
TEXPOOL AMERICAN RECOVERY ACCT	101,888.42	4.31%
ASSET/FORFEITURE - FED	73,231.06	3.67%
ASSET/FORFEITURE - STATE	29,124.89	3.67%
TOTAL CITY FUNDS	\$ 5,670,706.42	

WATER FUNDS	BALANCE	CURRENT INTEREST RATE
OPERATING ACCOUNT	1,042,870.87	3.67%
WATER SURCHARGE	165,510.18	3.67%
TEXPOOL WATER INVEST	1,374,721.55	4.31%
SIB LOAN I&S	3,343.71	3.67%
SIB RESERVE	47,891.71	3.67%
TOTAL WATER FUNDS	\$ 2,634,338.02	
TOTAL ALL ACCOUNTS	\$ 8,305,044.44	

CITY OF GARDEN RIDGE
CASH & INVESTMENTS STATEMENT
PERIOD ENDED AS OF 08/31/2025

GENERAL FUND	BALANCE
GF Operational Checking	\$ 375,947.53
GF Money Market	1,336,333.73
GF Peg Capital Fund	20,467.16
TexPool Investments	3,434,694.33
Restricted Amounts:	(324,102.47)
(Including GF Peg Capital Fund)	
TOTAL AVAILABLE FUNDS	<u><u>\$ 4,843,340.28</u></u>

WATER FUND	BALANCE
Operational Checking	\$ 1,042,870.87
TexPool Water Invest	1,374,721.55
Water Surcharge	165,510.18
Restricted/Unavailable Amounts	(904,924.71)
TOTAL AVAILABLE FUNDS	<u><u>\$ 1,678,177.89</u></u>

CITY OF GARDEN RIDGE
STATEMENT OF ACTIVITIES
PERIOD ENDING AS OF 08/31/2025

GENERAL FUND	Aug-25	YTD	FY 2025 BUDGET	% OF BUDGET	BUDGET BALANCE
REVENUES	\$ 282,376.40	\$ 3,916,394.93	\$ 4,073,158.00	96.15%	\$ 156,763.07
EXPENDITURES					
ADMINISTRATION	103,988.99	929,235.89	1,096,770.00	84.72%	167,534.11
COURT	6,175.84	89,864.14	117,447.00	76.51%	27,582.86
POLICE	186,293.95	1,570,962.07	1,774,300.00	88.54%	203,337.93
PUBLIC FACILITIES	91,417.24	788,495.31	1,262,507.00	62.45%	474,011.69
COMMUNITY CENTER	7,115.75	94,517.61	149,367.00	63.28%	54,849.39
LIBRARY	17,722.63	152,244.22	171,094.00	88.98%	18,849.78
FUND CHANGES/XFER	-	-	-	0.00%	-
TOTAL EXPENDITURES	<u>412,714.40</u>	<u>3,625,319.24</u>	<u>4,571,485.00</u>	79.30%	<u>946,165.76</u>
NET POSITION	<u>\$ (130,338.00)</u>	<u>\$ 291,075.69</u>	<u>\$ (498,327.00)</u>		<u>\$ (789,402.69)</u>

WATER FUND	Aug-25	YTD	FY 2025 BUDGET	% OF BUDGET	BUDGET BALANCE
REVENUES	\$ 274,074.46	\$ 2,082,184.76	\$ 2,175,016.00	95.73%	\$ 92,831.24
EXPENDITURES					
BOND PRINCIPLE PMTS	1,501.50	547,101.50	547,102.00		0.50
ALL OTHER EXPENDITURES	222,001.89	1,346,401.62	1,559,046.00		212,644.38
TOTAL EXPENDITURES	<u>223,503.39</u>	<u>1,893,503.12</u>	<u>2,106,148.00</u>	89.90%	<u>212,644.88</u>
REVENUE +/- EXPENDITURES	<u>50,571.07</u>	<u>188,681.64</u>	<u>68,868.00</u>		<u>(119,813.64)</u>

CITY OF GARDEN RIDGE

STATEMENT OF ACTIVITIES - COMMUNITY CENTER

PERIOD ENDING AS OF 08/31/2025

REVENUES	YTD	Budget	% OF BUDGET
RENTALS	\$ 89,163.00	90,000.00	99.1%
DEPOSITS	350.00	4,700.00	7.4%
CLEAN-UP FEES	5,200.00	9,500.00	54.7%
TOTAL REVENUES	94,713.00	104,200.00	90.9%
EXPENDITURES			
PAYROLL/TAXES/RETIREMENT	4,267.00	4,887.00	87.3%
MANAGER FEES	30,473.00	34,000.00	89.6%
COMPUTER MAINT/TRNG	1,548.02	1,680.00	92.1%
TELEPHONE	550.00	600.00	91.7%
UTILITIES	9,656.67	12,000.00	80.5%
MAINTENANCE	5,950.98	7,000.00	85.0%
SUPPLIES	2,679.33	3,000.00	89.3%
CLEANING	6,480.00	8,200.00	79.0%
EQUIPMENT	2,820.61	6,000.00	47.0%
MARKETING	-	-	
DONATION EXPENDITURES	-	-	
CAPITAL EXPENDITURES	30,092.00	72,000.00	41.8%
TOTAL EXPENDITURES	94,517.61	149,367.00	63.3%
NET POSITION	\$ 195.39	\$ (45,167.00)	

Management's Discussion and Analysis of Results of Operations – 8/31/2025

GENERAL FUND

Cash

Total available funds as of August 31, 2025, are \$4,843,340

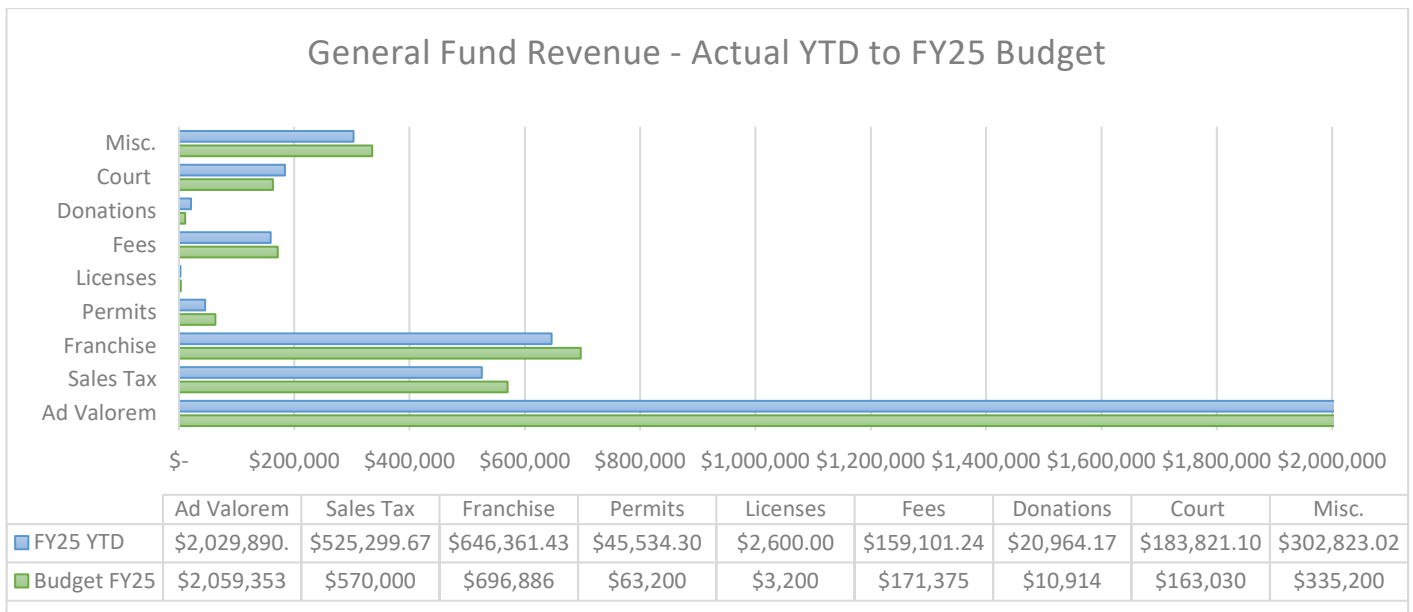
Revenue

Ad Valorem Tax received for August totals \$6,791. YTD collections total \$2,029,890 or 99% of the FY25 budget of \$2,059,353

Sale Tax Revenue received during the month of August totals \$54,952 for FY25. YTD totals \$525,300 or 92% of the \$570,000 budgeted for FY25.

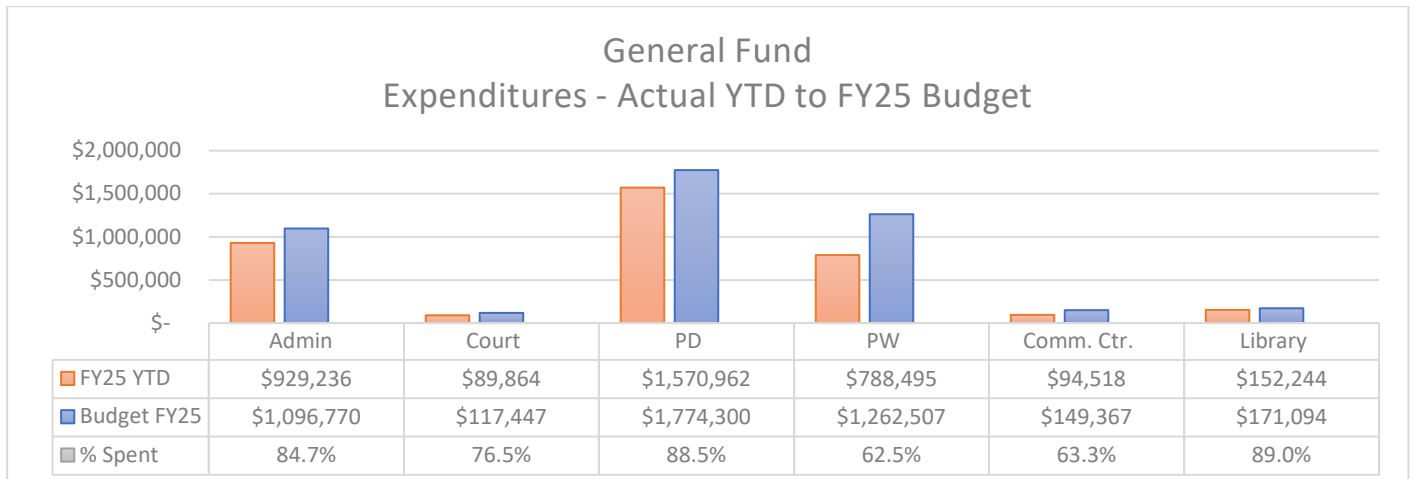
Annual Building Permits revenue totals \$44,104 or 71% of the \$62,000 budgeted for FY25.

Trash Collection YTD totals \$114,151 or 95% of the \$120,000 budgeted for FY25.



Expenditure

Expenditures for the month total \$412,714. YTD expenditures for FY25 total \$3,625,319 or 79% of the \$4,571,485 budget. All departments are operating within the FY25 budget.



WATER FUND

Meters

Current meters for August 2025 total 1694 vs 1693 for August 2024.

Cash

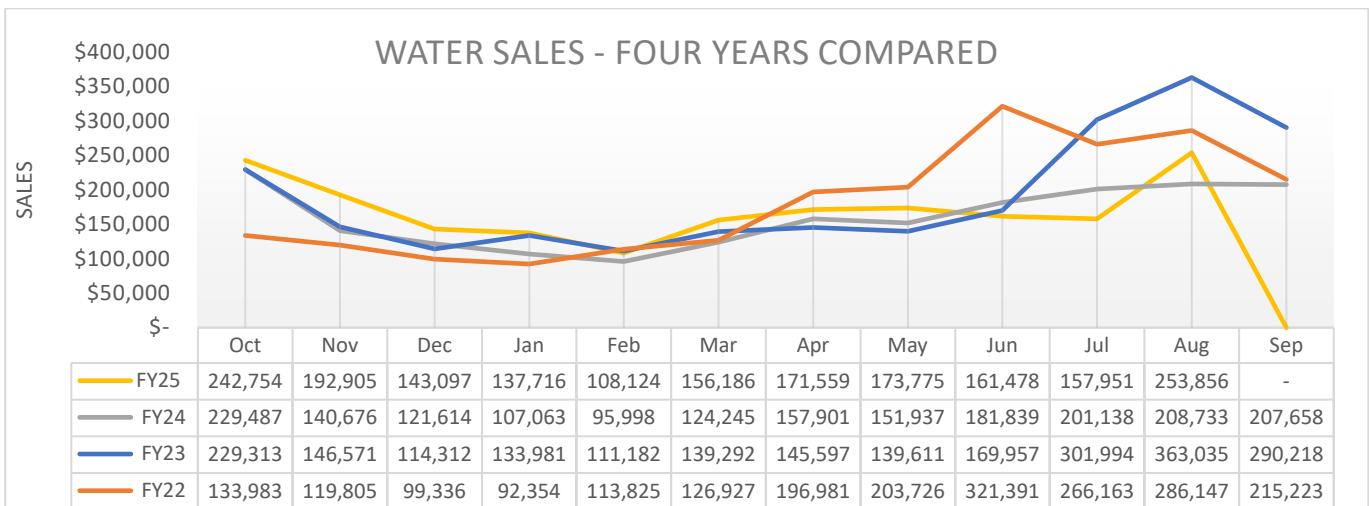
Total available funds as of August 31, 2025, are \$1,678,178.

Revenue

Revenue YTD totals \$2,082,185 or 96% of the \$2,175,016 budgeted for FY25. Total revenue for the same period last year was \$1,901,822.

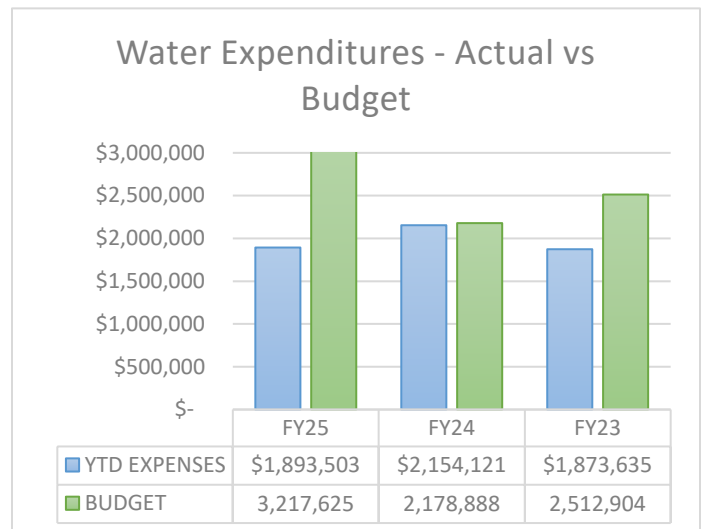
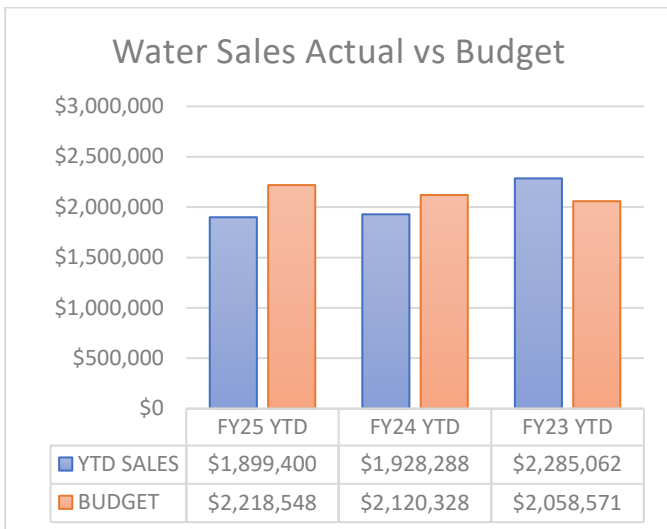
Water Sales for the month total \$253,856. YTD water sales total \$1,899,400 or 97% of the \$1,968,000 budgeted for FY25.

Meter installation revenue YTD totals \$2,650 or 66% of the \$4,000 budgeted for FY25.



Expenditure

Expenditures for the month total \$223,503. YTD expenditures for FY25 total \$1,893,503 or 90% of the \$2,106,148 budget.



Interest & Sinking Fund

Revenue

Ad Valorem Tax collections YTD total \$647,861 of the \$660,137 budgeted for FY25.

Expenditure

Bond interest payments and agent fees for August 2025 totaled \$143,581. The next bond payments are due in February 2026.

Capital Improvements Fund – (all accounts are restricted)

Cash Balance

Water Impact Fee Balance is \$197,439.

Street Impact Balance is \$68,330.

American Recovery Acct. Balance is \$107,776.

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 \$102,356.

Revenue

Month Revenue to report is \$320.

Expenditure

Month expenditures to report is \$0

Summary

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



AGENDA ITEM:	5.c) Resolution No. 538-102025 Official Newspaper
SUBMITTED BY:	City Secretary Marisa Spencer
DATE SUBMITTED:	September 23, 2025
MEETING DATE:	October 1, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

(Consent Agenda Item) Action on Resolution No. 538-102025 A Resolution of the City Council of the City of Garden Ridge, Texas, designating the New Braunfels Herald Zeitung as the official newspaper of the City of Garden Ridge.

BACKGROUND

Texas Local Government Code § 52.004 requires municipalities to contract with an official newspaper to publish ordinances, notices, or other matters requiring publication by law. This law mandates that the municipality's governing body designate a public newspaper as the city's official newspaper at the beginning of each fiscal year. Additionally, the city must ensure the newspaper meets the criteria for official publications under the Texas Government Code.

The City of Garden Ridge has contracted with the New Braunfels Herald-Zeitung as the city's official newspaper for many years, as the New Braunfels Herald-Zeitung is a daily publication which suitably fits the needs of the City of Garden Ridge for required publications and/or legal notices and receives distribution within the corporate limits of Garden Ridge.

ATTACHMENTS: Resolution No. 538-102025

REQUESTED ACTION

Motion	<input checked="" type="checkbox"/>	Resolution	<input type="checkbox"/>
Discussion	<input type="checkbox"/>	Other	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>		

FINANCIAL

N/A

PROs / CONS

N/A

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 538-102025.

RESOLUTION NO. 538-102025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS, DESIGNATING THE NEW BRAUNFELS HERALD-ZEITUNG AS THE OFFICIAL NEWSPAPER OF THE CITY OF GARDEN RIDGE.

WHEREAS, the City of Garden Ridge, Texas, is required to cause to be published in a public newspaper, ordinances and other matters required by law or ordinance; and

WHEREAS, the governing body is directed to annually contract with a public newspaper serving the municipality to be the municipality’s official newspaper as soon as practicable after the beginning of each municipal year; and

WHEREAS, the New Braunfels Herald-Zeitung is a daily publication which suitably fits the needs of the City of Garden Ridge for required publications and/or legal notices and receives distribution within the corporate city limits of Garden Ridge; and

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

New Braunfels Herald-Zeitung is designated as the official newspaper for the City of Garden Ridge, and this Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED ON this 1st day of October, 2025.

Lisa Swint
Mayor

ATTEST:

Marisa Spencer
City Secretary



AGENDA ITEM:	5.d) Amendments to Personnel Policy Manual
SUBMITTED BY:	City Manager Ryan Rapelye
DATE SUBMITTED:	September 24, 2025
MEETING DATE:	October 1, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

(Consent Agenda Item) Action on Amendments to City of Garden Ridge Personnel Policy Manual.

Adding the following language (changes in yellow):

Section 5.11.2 “An Employee shall not use City personnel, equipment, or supplies for personal gain nor shall an Employee do personal work on City time **except for Police Department for Departmental pre-approved outside employment).**” &

Section 5.11.4 **“Use of City Resources.** Employees must safeguard City equipment and other assets. Employees are responsible for items formally issued to them and items in their possession, control, or used by them in the performance of their job. City property and resources shall not be used by Employees for anything other than City business. No personal use of City resources is allowed, **apart from the Police Department, who may purchase a uniform and provide the receipt to the city in order to wear and utilize their equipment for Departmental pre-approved outside employment.”**

BACKGROUND

These amendments clarify the ethical and responsible use of City personnel, equipment, and resources. The revisions reinforce that City resources are intended solely for City business, with accountability placed on employees for items issued or used in their work. A limited exception is included for Police Department employees engaged in Departmental pre-approved outside employment. This policy ensures accountability, consistency, and transparency in the use of City resources.

ATTACHMENTS: Pages 31-32 of the City of Garden Ridge’s Personnel Policy Manual

REQUESTED ACTION

Motion	<input checked="" type="checkbox"/>	Resolution	<input type="checkbox"/>
Discussion	<input type="checkbox"/>	Other	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>		

FINANCIAL

None.

PROs / CONS

Pros:

- Establishes clear accountability for issued property and equipment.
- Allows flexibility for Police Department employees with Department-approved outside employment.

Cons:

- May require additional oversight to ensure compliance.
- Could necessitate clarification or training for employees to fully understand the exceptions.
- May create perception of preferential treatment for Police Department staff due to the limited exception.

STAFF RECOMMENDATION

Staff recommends approval of the Amendments to the Personnel Policy Manual as presented.

5.10. TOBACCO-FREE WORKPLACE

5.10.1. **General.** All Employees are prohibited from the use of all tobacco products, including smokeless electronic cigarettes, at any time in City buildings, City facilities, City vehicles, while using City equipment, or as otherwise directed. Employees may smoke on their breaks outside of the building in designated smoking areas. Smoke breaks which are excessive in frequency or length and interfere with the Employee's job performance will be treated as an attendance issue.

5.11. SAFEGUARDING CITY ASSETS AND INTEREST

5.11.1. **General.** The City's goal is to provide excellent service in an environment of strong governmental and personal ethics. To grow this reputation and culture, Employees are held to very high standards of loyalty, confidentiality, and security. Although these policies cannot address every situation, Employees will not misuse the City's property, assets, or confidential information of Employees, citizens, vendors, or other business partners.

Information Security. Employees are required to follow all security and other City requirements regarding security, record retention schedules, open records procedures, HIPAA, and other applicable policies and procedures.

Confidential and Proprietary Information. Employees who have access to confidential and/or proprietary information belonging to the City, or others with whom it does business, must affirmatively protect such information and only share on a strict "need-to-know" basis. Confidential and proprietary information may not be used for personal gain or in any way that is averse to the City's interest. All confidential information must be left with the City when an Employee leaves City employment. Employees with questions about confidentiality, legitimate and necessary business reason, or who is an appropriate person with whom to share and discuss confidential information with should talk with their Supervisor, Department Head, or the City Manager.

No Expectation or Right of Privacy. Employees have no expectation of privacy when using any of the City's facilities, information systems, or in City property used by Employees such as lockers, file cabinets, desks, offices, vehicles, cell phones, computers, laptops, tablets, e-mail, facsimiles, and electronic data and files whether secured, unsecured, or secured by a password or lock provided by the Employee.

Ownership of Intellectual Property. The City is the legal owner of all business information stored on or passing through its systems except for material clearly owned by third party vendors. All work done by Employees for the City is City property. All City-branded or sponsored social media sites belong to the City.

5.11.2. **Conflict of Interest.** Employee will not engage in any activity or practice that creates an actual or a perceived conflict of interest with their position within the City. The determination of whether there is an actual or perceived conflict of interest will be determined by the Employee's position in the City.

No Employee may use their position with the City for any personal gain other than allowable compensation and benefits received from the City. This prohibition includes financial gain,

political gain, or other material favors, benefits, or gifts bestowed because of a person's position with the City.

An Employee may not engage in any other business or commercial activity or be employed in private enterprises if such activities interfere with the performance of the Employee's job duties with the City.

An Employee shall not use City personnel, equipment, or supplies for personal gain nor shall an Employee do personal work on City time (except for Police Department for Departmental pre-approved outside employment).

It is difficult to describe all the situations which may arise involving a conflict of interest. If any Employee has a question concerning a possible conflict of interest, the Employee should advise their Supervisor of the situation. Questionable situations should be brought to the attention of Human Resources.

- 5.11.3. **Gifts.** An Employee shall not accept cash, checks, or any other form of gratuity or gift having monetary value including gift cards or gift vouchers. However, customary giving and accepting of food or token gifts for birthdays, holidays, weddings, bereavement, or similar events is not a violation of this policy. Gifts over \$50 must be reported to the City Manager.

An employee shall not accept gifts from any person or entity that is doing or seeking to do business with the City.

If law or policy does not prohibit acceptance, Employees may accept advertising novelties such as pens, pencils, calendars, or other gifts of nominal value of not more than \$50. An Employee may except door prizes, raffle prizes or any similar type of gift/prize that may be won or presented to them while attending a city sponsored, training, or city related event.

Perishable gifts given to the City, such as food or flowers, may be accepted but must be placed in a breakroom or area shared by all Employees.

If a gift exceeds \$50 and refusal of the gift would cause embarrassment to the person offering it, the gift may be accepted on behalf of the City. The gift must immediately be delivered to the City Manager who will donate the gift to a tax-exempt charitable organization formed for educational, religious, or scientific purposes.

- 5.11.4. **Use of City Resources.** Employees must safeguard City equipment and other assets. Employees are responsible for items formally issued to them and items in their possession, control, or used by them in the performance of their job. City property and resources shall not be used by Employees for anything other than City business. No personal use of City resources is allowed, apart from the Police Department, who may purchase a uniform and provide the receipt to the city in order to wear and utilize their equipment for Departmental pre-approved outside employment.

5.12. POLITICAL ACTIVITIES

- 5.12.1. **General.** It is the policy of the City to allow all Employees the freedom to participate in governmental activities including political activities if such participation is done outside of employment hours and does not result in a conflict of interest with the Employee's job duties.



AGENDA ITEM:	5.e) ILA – CloudLibrary Digital Resources
SUBMITTED BY:	Linda Crosland, Library Director
DATE SUBMITTED:	September 24, 2025
MEETING DATE:	October 1, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

(Consent Agenda Item) Action on Interlocal Agreement for Mutual Access to CloudLibrary Digital Resources.

BACKGROUND

CloudLibrary is a resource for electronic eBooks and audiobooks. By participating in it we will become part of a consortium where we are required to spend 10% of our entire materials budget. This is \$850 for us, plus the annual consortium fee of \$1,050.

The City of Garden Ridge Library already has Libby and Boundless which are also electronic resources for reading materials, but CloudLibrary will give us more accessibility to more books in a timelier manner. Interlocal Agreement has been reviewed by the City Attorney.

ATTACHMENTS: Interlocal Agreement

REQUESTED ACTION

Motion	<input checked="" type="checkbox"/>	Resolution	<input type="checkbox"/>
Discussion	<input type="checkbox"/>	Other	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>		

FINANCIAL

PROs / CONs

STAFF RECOMMENDATION

Staff recommends approval of the Interlocal Agreement for Mutual Access to CloudLibrary Digital Resources for the City of Garden Ridge Library.

**THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT
FOR MUTUAL ACCESS TO CLOUDLIBRARY DIGITAL RESOURCES**

This Third Amended and Restated Interlocal Agreement for Mutual Access to CloudLibrary Digital Resources (the “Agreement”) is made and entered into by and among the local governments which have executed it (“Parties”). The Parties, acting by and through their authorized officers execute this Agreement pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act (the “Act”).

WHEREAS, the Parties are local governments engaged in promotion of public health and welfare by providing easy access to the broad range of public library services to their citizens, including cloudLibrary digital resources operated by OCLC, Inc.; and

WHEREAS, the Parties desire to further expand public access to digital content by sharing their respective Cloud Resources, as hereinafter defined, among their respective libraries; and

WHEREAS, the cloudLibrary cloudLink service allows libraries using the service to share their Cloud Resources with each other; and

WHEREAS, the Act provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, provision of public library services are governmental functions and services under the terms of the Act; and

WHEREAS, the governing body of each local government believes that the Agreement is necessary for the benefit of the public and that each party has the legal authority to provide governmental functions and services that are the subject of the Agreement; and

WHEREAS, the Parties originally entered into the original Interlocal Agreement for Mutual Access to CloudLibrary Digital Resources in 2017 (the “Original Agreement”), which was then amended by the Parties in 2017 and 2018 (the “First and Second Amendments”); and

WHEREAS, the Parties now wish to update the Original Agreement, as amended by the First and Second Amendments, by incorporating the First and Second Amendments as well as the additional amendments included herein, to create this Agreement; and

WHEREAS, the Parties agree that this Agreement shall supersede and replace any existing agreement among the Parties regarding the subject matter set forth herein.

NOW, THEREFORE, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

Definitions

Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement shall have the following meaning:

“**Cloud Resources**” shall mean all library content provided by the Parties for upload into the OCLC Inc. cloudLibrary for the mutual benefit, access and/or use of the Parties and their Libraries.

“**Coordinating Committee**” shall mean the representatives selected to represent each Party from the participating Parties in this Agreement.

“**Library or Libraries**” shall mean the library/ies and resources thereof of the Parties.

“**Local Government**” shall have the meaning given in Section 791.003 of the Act, as amended.

ARTICLE II

Term

2.1 The initial term of this Agreement shall be for a period of ten (10) years beginning on May 31, 2017, unless sooner terminated as provided herein (“Initial Term”). The Initial Term may be extended by written agreement of the Parties for one or more five (5) year renewal terms (each a “Renewal Term”); provided that any such renewal occurs not less than 30 days prior to the end of the then current term.

ARTICLE III

Responsibilities of the Parties

3.1 Access. Each Library shall allow cardholders of the other Libraries to access and check out its Cloud Resources through the cloudLink service under the terms and conditions of the cardholder’s Library, unless otherwise specified in the Agreement.

3.2 Policies and Procedures. The current policies and procedures of each Library shall remain in effect, with no coordination or standardization required, except that the following procedures shall be followed for shared Cloud Resources:

- a. Cloud Resources may only be placed on hold by cardholders of the Library which owns the Cloud Resource in question.
- b. Available Cloud Resources may be checked out by any cardholder of a participating Library.

- c. The circulation period of the Cloud Resources are determined by the circulation policies of the cardholder's Library and may vary among Libraries.
- d. Each Library shall track the number of items checked out from their respective Libraries and create an annual report by fiscal year of such data for review by the Coordinating Committee. These reports shall be provided to the Coordinating Committee annually by not later than January 1st.
- e. Each Library shall submit an annual report of expenditures on Cloud Resources in the preceding fiscal year as set by that Party to the Coordinating Committee annually by not later than January 1st.
- f. Each Library shall submit an annual report of their overall materials budget if their expenditure on Cloud Resources is less than \$10,000 per fiscal year. This report shall be provided to the Coordinating Committee annually by not later than January 1st.

3.3 Liaison Designated. By this Agreement, each Party designates its director of library services or equivalent, as listed on each Party's signature page hereto attached, to act on behalf of the Party to ensure the performance of all duties and obligations of the designee's Party as herein stated, to serve as a liaison for the Party with and among the Parties, and, if necessary, to serve on the Coordinating Committee.

3.4 Participation Requirements. Each Library shall spend a minimum of \$10,000 or 10% of its overall materials budget, whichever is less, on Cloud Resources during each fiscal year as set by that Party. Compliance with this section will not be required for any fiscal year during which a Party did not participate in this Agreement for the entire fiscal year. Compliance with this and other requirements will be determined by the Coordinating Committee on an annual basis, based on reports required by Article III.

3.5 Addition of Members. Any local government in the state of Texas which has contracted for the use of the cloudLibrary cloudLink service and agrees to abide by the terms of this Agreement may join this Agreement as a Party upon approval by a majority of all of the members of the Coordinating Committee. If approval is given, the new participating entity shall join the Parties by adopting and executing this Agreement through an action of the Party's governing body.

3.6 Cost. Each Party will bear its own cost of performance under this Agreement.

ARTICLE IV

The Coordinating Committee

4.1 Coordinating Committee.

- a. The Coordinating Committee membership shall be the designated liaisons from the following local governments:
 - i. City of Lewisville
 - ii. City of Burleson
 - iii. City of Carrollton
 - iv. City of Colleyville
 - v. City of Coppell
 - vi. City of Euless
 - vii. Town of Flower Mound
 - viii. City of McKinney
 - ix. City of Sachse
 - x. City of Southlake
 - xi. Town of Little Elm
 - xii. Bexar County
- b. The Coordinating Committee shall have only the duties specifically outlined in this Agreement. The Coordinating Committee shall have the authority to adopt its own rules of procedure that are consistent with Article III, Section 3.2 and in compliance with terms of this Agreement.
- c. A simple majority of all members of the Coordinating Committee shall constitute a quorum to perform. A quorum of the Coordinating Committee must participate in any decision made by the Coordinating Committee under this Agreement.
- d. The Coordinating Committee shall meet at least once every six (6) months. Meetings shall be held in person, by conference call, or by another live remote meeting access service.
- e. A simple majority vote of all members of the Coordinating Committee shall select a member to receive any reports and send any notices required under this Agreement. This individual's name and contact information shall be provided to all Parties within thirty (30) days of the individual's selection.
- f. A simple majority vote of the Coordinating Committee members present shall select a member to draft minutes outlining the items discussed and decisions made by the Coordinating Committee at any given meeting. The minutes shall be sent to the Coordinating Committee for approval within thirty (30) days of the meeting, and must be approved by a majority of all members of the Coordinating Committee within thirty (30) days of its distribution. The minutes may be distributed and approval of the minutes provided to the drafter via e-mail. These minutes shall be distributed to all Parties within ten (10) days of their approval.

- g. The Parties understand and agree that the Coordinating Committee shall not be construed as a board or committee appointed by a governing body and shall not be required to comply with the provisions of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

ARTICLE V Termination

5.1 This Agreement may be terminated as follows:

- a. Any Party may choose to terminate its participation in the Agreement with sixty (60) days' written notice to each of the members of the Coordinating Committee at the notice address provided in this Agreement. The termination of a Party's participation in this Agreement shall not affect the continuation of this Agreement in full force and effect with respect to the remaining Parties.
- b. A Party's participation in the Agreement may be terminated for any reason, including failure to comply with the terms of this Agreement, by an affirmative vote of two-thirds (2/3) of all of the members of the Coordinating Committee to remove the Party. Upon termination under this section, the Coordinating Committee shall provide thirty (30) days' written notice to the Party which has been removed following the Committee's decision. The Coordinating Committee will contact OCLC, Inc. and notify them of the Party's removal.
- c. In the event that the cloudLibrary cloudLink program is no longer available, this Agreement shall automatically terminate.

5.2 Upon termination, each Party will retain its rights, title and interest to all Cloud Resources purchased by the Party during its time as a Party to this Agreement.

ARTICLE VI Liability and Immunity

6.1 Liability and Immunity.

- a. *Handling of Claims.* The Parties agree, to the extent authorized under the constitution and laws of the State of Texas and without waiving any immunity, right, protection, or defense therein, that each shall be individually responsible for any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by the intentional or negligent act or omission of its respective

officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission in the provision of public library services, including the cloud based services that are the subject to this Agreement. The Parties agree that each shall be liable only for damages, including attorneys' fees and costs, related to or arising out of the intentional or negligent act or omission of their respective officials, agents, representatives, and employees in the performance of this Agreement.

- b. *Joint Liability.* In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity, right, protection, or defense available to any party individually under Texas law. The provisions of this section are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- c. *No Waiver of Immunity.* It is expressly understood and agreed that in execution of this Agreement, no Party waives, nor shall be deemed to have waived, immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE VII

Miscellaneous

7.1 Assignment. This Agreement may not be assigned by any Party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all Parties hereto.

7.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of Denton County, Texas, except when state law requires otherwise.

7.3 Legal Construction. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

7.4 Amendment. This Agreement may be amended by a simple majority vote of all members of the Coordinating Committee.

7.5 Entire Agreement. This Agreement represents the entire Agreement among the Parties with respect to the subject matter covered by this Agreement.

7.6 No Relationship Created. The Parties agree and acknowledge that no Party is an agent of any other Party under this Agreement and that each Party is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees. The purposes for which each Party has entered into this Agreement are separate and distinct. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into and the Parties hereto specifically disclaim such relationship.

7.7 Rights of Third Parties. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in or for the benefit of third parties.

7.8 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any other event beyond the control of such party, then such party shall be excused from the performance of the obligations in this Agreement but only during such periods of Force Majeure.

7.9 Current Revenues. All costs or expenses incurred by any Party as result of this Agreement shall be paid from the current revenues available to the Party.

7.10 Recitals. The recitals of this Agreement are incorporated herein.

7.11 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

7.12 Notice. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at a Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective notice addresses set forth below or at other addresses as may have been previously specified by written notice delivered in accordance with this Agreement.

[SIGNATURE PAGES ATTACHED]

**INTERLOCAL AGREEMENT
FOR MUTUAL ACCESS TO CLOUDLIBRARY DIGITAL RESOURCES**

This Interlocal Agreement (“Agreement”) is made and entered into by and among the local governments which have executed it (“Parties”). The Parties, acting by and through their authorized officers execute this Agreement pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act (the “Act”).

WHEREAS, the Parties are local governments engaged in promotion of public health and welfare by providing easy access to the broad range of public library services to their citizens, including Bibliotheca cloudLibrary digital resources; and

WHEREAS, the Parties desire to further expand public access to digital content by sharing their respective Cloud Resources, as hereinafter defined, among their respective libraries; and

WHEREAS, the Bibliotheca cloudLink service allows libraries using the service to share their Cloud Resources with each other; and

WHEREAS, the Act provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, provision of public library services are governmental functions and services under the terms of the Act;

WHEREAS, the governing body of each local government believes that the Agreement is necessary for the benefit of the public and that each party has the legal authority to provide governmental functions and services that are the subject of the Agreement; and

NOW, THEREFORE, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I
Definitions**

Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement shall have the following meaning:

“**Cloud Resources**” shall mean all library content provided by the Parties for upload into the Bibliotheca cloudLibrary for the mutual benefit, access and/or use of the Parties and their Libraries.

“**Coordinating Committee**” shall mean the representatives selected to represent each Party from the participating Parties in this Agreement.

“**Library or Libraries**” shall mean the library/ies and resources thereof of the Parties.

“**Local Government**” shall have the meaning given in Section 791.003 of the Act, as amended.

ARTICLE II Term

2.1 The initial term of this Agreement shall be for a period of ten (10) years beginning on May 31, 2017, unless sooner terminated as provided herein (“Initial Term”). The Initial Term may be extended by written agreement of the Parties for one or more five (5) year renewal terms (each a “Renewal Term”); provided that any such renewal occurs not less than 30 days prior to the end of the then current term.

ARTICLE III Responsibilities of the Parties

3.1 Access. Each Library shall allow cardholders of the other Libraries to access and check out its Cloud Resources through the Bibliotheca cloudLink service under the terms and conditions of the cardholder’s Library, unless otherwise specified in the Agreement.

3.2 Policies and Procedures. The current policies and procedures of each Library shall remain in effect, with no coordination or standardization required, except that the following procedures shall be followed for shared Cloud Resources:

- a. Cloud Resources may only be placed on hold by cardholders of the Library which owns the Cloud Resource in question.
- b. Available Cloud Resources may be checked out by any cardholder of a participating Library.
- c. The circulation period of the Cloud Resources are determined by the circulation policies of the cardholder’s Library and may vary among Libraries.
- d. Each Library shall track the number of items checked out from their respective Libraries and create an annual report by fiscal year of such data for review by the Coordinating Committee. These reports shall be provided to the Coordinating Committee annually by not later than January 1st.
- e. Each Library shall submit an annual report of expenditures on Cloud Resources in the preceding fiscal year as set by that Party to the Coordinating Committee annually by not later than January 1st.

- f. Each Library shall submit an annual report of their overall materials budget if their expenditure on Cloud Resources is less than \$10,000 per fiscal year. This report shall be provided to the Coordinating Committee annually by not later than January 1st.

3.3 Liaison Designated. By this Agreement, each Party designates its director of library services or equivalent, as listed on each Party's signature page hereto attached, to act on behalf of the Party to ensure the performance of all duties and obligations of the designee's Party as herein stated, to serve as a liaison for the Party with and among the Parties, and, if necessary, to serve on the Coordinating Committee.

3.4 Participation Requirements. Each Library shall spend a minimum of \$10,000 or 10% of its overall materials budget, whichever is less, on Cloud Resources during each fiscal year as set by that Party. Compliance with this section will not be required for any fiscal year during which a Party did not participate in this Agreement for the entire fiscal year. Compliance with this and other requirements will be determined by the Coordinating Committee on an annual basis, based on reports required by Article III.

3.5 Addition of Members. Any local government in the state of Texas which has contracted for the use of the Bibliotheca cloudLibrary cloudLink service and agrees to abide by the terms of this Agreement may join this Agreement as a Party upon approval by a majority of all of the members of the Coordinating Committee. If approval is given, the new participating entity shall join the Parties by adopting and executing this Agreement through an action of the Party's governing body.

3.6 Cost. Each Party will bear its own cost of performance under this Agreement.

ARTICLE IV The Coordinating Committee

4.1 Coordinating Committee.

- a. The Coordinating Committee membership shall be the designated liaisons from the following local governments:
 - i. City of Lewisville
 - ii. City of Burleson
 - iii. City of Carrollton
 - iv. City of Colleyville
 - v. City of Coppell
 - vi. City of Euless
 - vii. Town of Flower Mound
 - viii. City of McKinney
 - ix. City of Sachse
 - x. City of Southlake

- xi. Town of Little Elm
- b. The Coordinating Committee shall have only the duties specifically outlined in this Agreement. The Coordinating Committee shall have the authority to adopt its own rules of procedure that are consistent with Article III, Section 3.2 and in compliance with terms of this Agreement.
- c. A simple majority of all members of the Coordinating Committee shall constitute a quorum to perform. A quorum of the Coordinating Committee must participate in any decision made by the Coordinating Committee under this Agreement.
- d. The Coordinating Committee shall meet at least once every six (6) months. Meetings shall be held in person, by conference call, or by another live remote meeting access service.
- e. A simple majority vote of all members of the Coordinating Committee shall select a member to receive any reports and send any notices required under this Agreement. This individual's name and contact information shall be provided to all Parties within thirty (30) days of the individual's selection.
- f. A simple majority vote of the Coordinating Committee members present shall select a member to draft minutes outlining the items discussed and decisions made by the Coordinating Committee at any given meeting. The minutes shall be sent to the Coordinating Committee for approval within thirty (30) days of the meeting, and must be approved by a majority of all members of the Coordinating Committee within thirty (30) days of its distribution. The minutes may be distributed and approval of the minutes provided to the drafter via e-mail. These minutes shall be distributed to all Parties within ten (10) days of their approval.
- g. The Parties understand and agree that the Coordinating Committee shall not be construed as a board or committee appointed by a governing body and shall not be required to comply with the provisions of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

ARTICLE V Termination

5.1 This Agreement may be terminated as follows:

- a. Any Party may choose to terminate its participation in the Agreement with sixty (60) days' written notice to each of the members of the Coordinating Committee at the notice address provided in this Agreement. The termination of a Party's participation in this Agreement shall not affect the

continuation of this Agreement in full force and effect with respect to the remaining Parties.

- b. A Party's participation in the Agreement may be terminated for any reason, including failure to comply with the terms of this Agreement, by an affirmative vote of two-thirds (2/3) of all of the members of the Coordinating Committee to remove the Party. Upon termination under this section, the Coordinating Committee shall provide thirty (30) days' written notice to the Party which has been removed following the Committee's decision. The Coordinating Committee will contact Bibliotheca and notify them of the Party's removal.
- c. In the event that the Bibliotheca cloudLibrary cloudLink program is no longer available, this Agreement shall automatically terminate.

5.2 Upon termination, each Party will retain its rights, title and interest to all Cloud Resources purchased by the Party during its time as a Party to this Agreement.

ARTICLE VI Liability and Immunity

6.1 Liability and Immunity.

- a. *Handling of Claims.* The Parties agree, to the extent authorized under the constitution and laws of the State of Texas and without waiving any immunity, right, protection, or defense therein, that each shall be individually responsible for any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by the intentional or negligent act or omission of its respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission in the provision of public library services, including the cloud based services that are the subject to this Agreement. The Parties agree that each shall be liable only for damages, including attorneys' fees and costs, related to or arising out of the intentional or negligent act or omission of their respective officials, agents, representatives, and employees in the performance of this Agreement.
- b. *Joint Liability.* In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity, right, protection, or defense available to any party individually under Texas law. The provisions of this section are solely for

the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- c. *No Waiver of Immunity.* It is expressly understood and agreed that in execution of this Agreement, no Party waives, nor shall be deemed to have waived, immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE VII Miscellaneous

7.1 Assignment. This Agreement may not be assigned by any Party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all Parties hereto.

7.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of Denton County, Texas.

7.3 Legal Construction. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

7.4 Amendment. This Agreement may be amended by a simple majority vote of all members of the Coordinating Committee.

7.5 Entire Agreement. This Agreement represents the entire Agreement among the Parties with respect to the subject matter covered by this Agreement.

7.6 No Relationship Created. The Parties agree and acknowledge that no Party is an agent of any other Party under this Agreement and that each Party is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees. The purposes for which each Party has entered into this Agreement are separate and distinct. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into and the Parties hereto specifically disclaim such relationship.

7.7 Rights of Third Parties. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in or for the benefit of third parties.

7.8 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any other event beyond the control of such party, then such party shall be excused from the performance of the obligations in this Agreement but only during such periods of Force Majeure.

7.9 Current Revenues. All costs or expenses incurred by any Party as result of this Agreement shall be paid from the current revenues available to the Party.

7.10 Recitals. The recitals of this Agreement are incorporated herein.

7.11 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

7.12 Notice. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at a Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective notice addresses set forth below or at other addresses as may have been previously specified by written notice delivered in accordance with this Agreement.

[SIGNATURE PAGES ATTACHED]

**FIRST AMENDED INTERLOCAL AGREEMENT
FOR MUTUAL ACCESS TO CLOUDLIBRARY DIGITAL RESOURCES**

This Interlocal Agreement (“Agreement”) is made and entered into by and among the local governments which have executed it (“Parties”). The Parties, acting by and through their authorized officers execute this Agreement pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act (the “Act”).

WHEREAS, the Parties are local governments engaged in promotion of public health and welfare by providing easy access to the broad range of public library services to their citizens, including Bibliotheca cloudLibrary digital resources; and

WHEREAS, the Parties desire to further expand public access to digital content by sharing their respective Cloud Resources, as hereinafter defined, among their respective libraries; and

WHEREAS, the Bibliotheca cloudLink service allows libraries using the service to share their Cloud Resources with each other; and

WHEREAS, the Act provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, provision of public library services are governmental functions and services under the terms of the Act;

WHEREAS, the governing body of each local government believes that the Agreement is necessary for the benefit of the public and that each party has the legal authority to provide governmental functions and services that are the subject of the Agreement; and

NOW, THEREFORE, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I
Definitions**

Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement shall have the following meaning:

“**Cloud Resources**” shall mean all library content provided by the Parties for upload into the Bibliotheca cloudLibrary for the mutual benefit, access and/or use of the Parties and their Libraries.

“**Coordinating Committee**” shall mean the representatives selected to represent each Party from the participating Parties in this Agreement.

“Library or Libraries” shall mean the library/ies and resources thereof of the Parties.

“Local Government” shall have the meaning given in Section 791.003 of the Act, as amended.

ARTICLE II

Term

2.1 The initial term of this Agreement shall be for a period of ten (10) years beginning on May 31, 2017, unless sooner terminated as provided herein (“Initial Term”). The Initial Term may be extended by written agreement of the Parties for one or more five (5) year renewal terms (each a “Renewal Term”); provided that any such renewal occurs not less than 30 days prior to the end of the then current term.

ARTICLE III

Responsibilities of the Parties

3.1 Access. Each Library shall allow cardholders of the other Libraries to access and check out its Cloud Resources through the Bibliotheca cloudLink service under the terms and conditions of the cardholder’s Library, unless otherwise specified in the Agreement.

3.2 Policies and Procedures. The current policies and procedures of each Library shall remain in effect, with no coordination or standardization required, except that the following procedures shall be followed for shared Cloud Resources:

- a. Cloud Resources may only be placed on hold by cardholders of the Library which owns the Cloud Resource in question.
- b. Available Cloud Resources may be checked out by any cardholder of a participating Library.
- c. The circulation period of the Cloud Resources are determined by the circulation policies of the cardholder’s Library and may vary among Libraries.
- d. Each Library shall track the number of items checked out from their respective Libraries and create an annual report by fiscal year of such data for review by the Coordinating Committee. These reports shall be provided to the Coordinating Committee annually by not later than January 1st.
- e. Each Library shall submit an annual report of expenditures on Cloud Resources in the preceding fiscal year as set by that Party to the Coordinating Committee annually by not later than January 1st.

- f. Each Library shall submit an annual report of their overall materials budget if their expenditure on Cloud Resources is less than \$10,000 per fiscal year. This report shall be provided to the Coordinating Committee annually by not later than January 1st.

3.3 Liaison Designated. By this Agreement, each Party designates its director of library services or equivalent, as listed on each Party's signature page hereto attached, to act on behalf of the Party to ensure the performance of all duties and obligations of the designee's Party as herein stated, to serve as a liaison for the Party with and among the Parties, and, if necessary, to serve on the Coordinating Committee.

3.4 Participation Requirements. Each Library shall spend a minimum of \$10,000 or 10% of its overall materials budget, whichever is less, on Cloud Resources during each fiscal year as set by that Party. Compliance with this section will not be required for any fiscal year during which a Party did not participate in this Agreement for the entire fiscal year. Compliance with this and other requirements will be determined by the Coordinating Committee on an annual basis, based on reports required by Article III.

3.5 Addition of Members. Any local government in the state of Texas which has contracted for the use of the Bibliotheca cloudLibrary cloudLink service and agrees to abide by the terms of this Agreement may join this Agreement as a Party upon approval by a majority of all of the members of the Coordinating Committee. If approval is given, the new participating entity shall join the Parties by adopting and executing this Agreement through an action of the Party's governing body.

- 3.6 Cost. Each Party will bear its own cost of performance under this Agreement.

ARTICLE IV The Coordinating Committee

4.1 Coordinating Committee.

- a. The Coordinating Committee membership shall be the designated liaisons from the following local governments:
 - i. City of Lewisville
 - ii. City of Burleson
 - iii. City of Carrollton
 - iv. City of Colleyville
 - v. City of Coppell
 - vi. City of Euless
 - vii. Town of Flower Mound
 - viii. City of McKinney
 - ix. City of Sachse
 - x. City of Southlake

xi. Town of Little Elm

- b. The Coordinating Committee shall have only the duties specifically outlined in this Agreement. The Coordinating Committee shall have the authority to adopt its own rules of procedure that are consistent with Article III, Section 3.2 and in compliance with terms of this Agreement.
- c. A simple majority of all members of the Coordinating Committee shall constitute a quorum to perform. A quorum of the Coordinating Committee must participate in any decision made by the Coordinating Committee under this Agreement.
- d. The Coordinating Committee shall meet at least once every six (6) months. Meetings shall be held in person, by conference call, or by another live remote meeting access service.
- e. A simple majority vote of all members of the Coordinating Committee shall select a member to receive any reports and send any notices required under this Agreement. This individual's name and contact information shall be provided to all Parties within thirty (30) days of the individual's selection.
- f. A simple majority vote of the Coordinating Committee members present shall select a member to draft minutes outlining the items discussed and decisions made by the Coordinating Committee at any given meeting. The minutes shall be sent to the Coordinating Committee for approval within thirty (30) days of the meeting, and must be approved by a majority of all members of the Coordinating Committee within thirty (30) days of its distribution. The minutes may be distributed and approval of the minutes provided to the drafter via e-mail. These minutes shall be distributed to all Parties within ten (10) days of their approval.
- g. The Parties understand and agree that the Coordinating Committee shall not be construed as a board or committee appointed by a governing body and shall not be required to comply with the provisions of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

ARTICLE V
Termination

5.1 This Agreement may be terminated as follows:

- a. Any Party may choose to terminate its participation in the Agreement with sixty (60) days' written notice to each of the members of the Coordinating Committee at the notice address provided in this Agreement. The termination of a Party's participation in this Agreement shall not affect the

continuation of this Agreement in full force and effect with respect to the remaining Parties.

- b. A Party's participation in the Agreement may be terminated for any reason, including failure to comply with the terms of this Agreement, by an affirmative vote of two-thirds (2/3) of all of the members of the Coordinating Committee to remove the Party. Upon termination under this section, the Coordinating Committee shall provide thirty (30) days' written notice to the Party which has been removed following the Committee's decision. The Coordinating Committee will contact Bibliotheca and notify them of the Party's removal.
- c. In the event that the Bibliotheca cloudLibrary cloudLink program is no longer available, this Agreement shall automatically terminate.

5.2 Upon termination, each Party will retain its rights, title and interest to all Cloud Resources purchased by the Party during its time as a Party to this Agreement.

ARTICLE VI

Liability and Immunity

6.1 Liability and Immunity.

- a. *Handling of Claims.* The Parties agree, to the extent authorized under the constitution and laws of the State of Texas and without waiving any immunity, right, protection, or defense therein, that each shall be individually responsible for any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by the intentional or negligent act or omission of its respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission in the provision of public library services, including the cloud based services that are the subject to this Agreement. The Parties agree that each shall be liable only for damages, including attorneys' fees and costs, related to or arising out of the intentional or negligent act or omission of their respective officials, agents, representatives, and employees in the performance of this Agreement.
- b. *Joint Liability.* In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity, right, protection, or defense available to any party individually under Texas law. The provisions of this section are solely for

the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- c. *No Waiver of Immunity.* It is expressly understood and agreed that in execution of this Agreement, no Party waives, nor shall be deemed to have waived, immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE VII Miscellaneous

7.1 Assignment. This Agreement may not be assigned by any Party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all Parties hereto.

7.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of Denton County, Texas, except when state law requires otherwise.

7.3 Legal Construction. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

7.4 Amendment. This Agreement may be amended by a simple majority vote of all members of the Coordinating Committee.

7.5 Entire Agreement. This Agreement represents the entire Agreement among the Parties with respect to the subject matter covered by this Agreement.

7.6 No Relationship Created. The Parties agree and acknowledge that no Party is an agent of any other Party under this Agreement and that each Party is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees. The purposes for which each Party has entered into this Agreement are separate and distinct. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into and the Parties hereto specifically disclaim such relationship.

7.7 Rights of Third Parties. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in or for the benefit of third parties.

7.8 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any other event beyond the control of such party, then such party shall be excused from the performance of the obligations in this Agreement but only during such periods of Force Majeure.

7.9 Current Revenues. All costs or expenses incurred by any Party as result of this Agreement shall be paid from the current revenues available to the Party.

7.10 Recitals. The recitals of this Agreement are incorporated herein.

7.11 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

7.12 Notice. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at a Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective notice addresses set forth below or at other addresses as may have been previously specified by written notice delivered in accordance with this Agreement.

[SIGNATURE PAGES ATTACHED]

**SECOND AMENDED INTERLOCAL AGREEMENT
FOR MUTUAL ACCESS TO CLOUDLIBRARY DIGITAL RESOURCES**

This Interlocal Agreement (“Agreement”) is made and entered into by and among the local governments which have executed it (“Parties”). The Parties, acting by and through their authorized officers execute this Agreement pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act (the “Act”).

WHEREAS, the Parties are local governments engaged in promotion of public health and welfare by providing easy access to the broad range of public library services to their citizens, including Bibliotheca cloudLibrary digital resources; and

WHEREAS, the Parties desire to further expand public access to digital content by sharing their respective Cloud Resources, as hereinafter defined, among their respective libraries; and

WHEREAS, the Bibliotheca cloudLink service allows libraries using the service to share their Cloud Resources with each other; and

WHEREAS, the Act provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, provision of public library services are governmental functions and services under the terms of the Act;

WHEREAS, the governing body of each local government believes that the Agreement is necessary for the benefit of the public and that each party has the legal authority to provide governmental functions and services that are the subject of the Agreement; and

NOW, THEREFORE, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I
Definitions**

Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement shall have the following meaning:

“**Cloud Resources**” shall mean all library content provided by the Parties for upload into the Bibliotheca cloudLibrary for the mutual benefit, access and/or use of the Parties and their Libraries.

“**Coordinating Committee**” shall mean the representatives selected to represent each Party from the participating Parties in this Agreement.

“**Library or Libraries**” shall mean the library/ies and resources thereof of the Parties.

“**Local Government**” shall have the meaning given in Section 791.003 of the Act, as amended.

ARTICLE II

Term

2.1 The initial term of this Agreement shall be for a period of ten (10) years beginning on May 31, 2017, unless sooner terminated as provided herein (“Initial Term”). The Initial Term may be extended by written agreement of the Parties for one or more five (5) year renewal terms (each a “Renewal Term”); provided that any such renewal occurs not less than 30 days prior to the end of the then current term.

ARTICLE III

Responsibilities of the Parties

3.1 Access. Each Library shall allow cardholders of the other Libraries to access and check out its Cloud Resources through the Bibliotheca cloudLink service under the terms and conditions of the cardholder’s Library, unless otherwise specified in the Agreement.

3.2 Policies and Procedures. The current policies and procedures of each Library shall remain in effect, with no coordination or standardization required, except that the following procedures shall be followed for shared Cloud Resources:

- a. Cloud Resources may only be placed on hold by cardholders of the Library which owns the Cloud Resource in question.
- b. Available Cloud Resources may be checked out by any cardholder of a participating Library.
- c. The circulation period of the Cloud Resources are determined by the circulation policies of the cardholder’s Library and may vary among Libraries.
- d. Each Library shall track the number of items checked out from their respective Libraries and create an annual report by fiscal year of such data for review by the Coordinating Committee. These reports shall be provided to the Coordinating Committee annually by not later than January 1st.
- e. Each Library shall submit an annual report of expenditures on Cloud Resources in the preceding fiscal year as set by that Party to the Coordinating Committee annually by not later than January 1st.

- f. Each Library shall submit an annual report of their overall materials budget if their expenditure on Cloud Resources is less than \$10,000 per fiscal year. This report shall be provided to the Coordinating Committee annually by not later than January 1st.

3.3 Liaison Designated. By this Agreement, each Party designates its director of library services or equivalent, as listed on each Party's signature page hereto attached, to act on behalf of the Party to ensure the performance of all duties and obligations of the designee's Party as herein stated, to serve as a liaison for the Party with and among the Parties, and, if necessary, to serve on the Coordinating Committee.

3.4 Participation Requirements. Each Library shall spend a minimum of \$10,000 or 10% of its overall materials budget, whichever is less, on Cloud Resources during each fiscal year as set by that Party. Compliance with this section will not be required for any fiscal year during which a Party did not participate in this Agreement for the entire fiscal year. Compliance with this and other requirements will be determined by the Coordinating Committee on an annual basis, based on reports required by Article III.

3.5 Addition of Members. Any local government in the state of Texas which has contracted for the use of the Bibliotheca cloudLibrary cloudLink service and agrees to abide by the terms of this Agreement may join this Agreement as a Party upon approval by a majority of all of the members of the Coordinating Committee. If approval is given, the new participating entity shall join the Parties by adopting and executing this Agreement through an action of the Party's governing body.

3.6 Cost. Each Party will bear its own cost of performance under this Agreement.

ARTICLE IV The Coordinating Committee

4.1 Coordinating Committee.

- a. The Coordinating Committee membership shall be the designated liaisons from the following local governments:
 - i. City of Lewisville
 - ii. City of Burleson
 - iii. City of Carrollton
 - iv. City of Colleyville
 - v. City of Coppell
 - vi. City of Euless
 - vii. Town of Flower Mound
 - viii. City of McKinney
 - ix. City of Sachse
 - x. City of Southlake

- xi. Town of Little Elm
 - xii. Bexar County
-
- b. The Coordinating Committee shall have only the duties specifically outlined in this Agreement. The Coordinating Committee shall have the authority to adopt its own rules of procedure that are consistent with Article III, Section 3.2 and in compliance with terms of this Agreement.
 - c. A simple majority of all members of the Coordinating Committee shall constitute a quorum to perform. A quorum of the Coordinating Committee must participate in any decision made by the Coordinating Committee under this Agreement.
 - d. The Coordinating Committee shall meet at least once every six (6) months. Meetings shall be held in person, by conference call, or by another live remote meeting access service.
 - e. A simple majority vote of all members of the Coordinating Committee shall select a member to receive any reports and send any notices required under this Agreement. This individual's name and contact information shall be provided to all Parties within thirty (30) days of the individual's selection.
 - f. A simple majority vote of the Coordinating Committee members present shall select a member to draft minutes outlining the items discussed and decisions made by the Coordinating Committee at any given meeting. The minutes shall be sent to the Coordinating Committee for approval within thirty (30) days of the meeting, and must be approved by a majority of all members of the Coordinating Committee within thirty (30) days of its distribution. The minutes may be distributed and approval of the minutes provided to the drafter via e-mail. These minutes shall be distributed to all Parties within ten (10) days of their approval.
 - g. The Parties understand and agree that the Coordinating Committee shall not be construed as a board or committee appointed by a governing body and shall not be required to comply with the provisions of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

ARTICLE V

Termination

- 5.1 This Agreement may be terminated as follows:
- a. Any Party may choose to terminate its participation in the Agreement with sixty (60) days' written notice to each of the members of the Coordinating Committee at the notice address provided in this Agreement. The

termination of a Party's participation in this Agreement shall not affect the continuation of this Agreement in full force and effect with respect to the remaining Parties.

- b. A Party's participation in the Agreement may be terminated for any reason, including failure to comply with the terms of this Agreement, by an affirmative vote of two-thirds (2/3) of all of the members of the Coordinating Committee to remove the Party. Upon termination under this section, the Coordinating Committee shall provide thirty (30) days' written notice to the Party which has been removed following the Committee's decision. The Coordinating Committee will contact Bibliotheca and notify them of the Party's removal.
- c. In the event that the Bibliotheca cloudLibrary cloudLink program is no longer available, this Agreement shall automatically terminate.

5.2 Upon termination, each Party will retain its rights, title and interest to all Cloud Resources purchased by the Party during its time as a Party to this Agreement.

ARTICLE VI

Liability and Immunity

6.1 Liability and Immunity.

- a. *Handling of Claims.* The Parties agree, to the extent authorized under the constitution and laws of the State of Texas and without waiving any immunity, right, protection, or defense therein, that each shall be individually responsible for any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by the intentional or negligent act or omission of its respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission in the provision of public library services, including the cloud based services that are the subject to this Agreement. The Parties agree that each shall be liable only for damages, including attorneys' fees and costs, related to or arising out of the intentional or negligent act or omission of their respective officials, agents, representatives, and employees in the performance of this Agreement.
- b. *Joint Liability.* In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity, right, protection, or defense available to any party

individually under Texas law. The provisions of this section are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- c. *No Waiver of Immunity.* It is expressly understood and agreed that in execution of this Agreement, no Party waives, nor shall be deemed to have waived, immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE VII Miscellaneous

7.1 Assignment. This Agreement may not be assigned by any Party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all Parties hereto.

7.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of Denton County, Texas, except when state law requires otherwise.

7.3 Legal Construction. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

7.4 Amendment. This Agreement may be amended by a simple majority vote of all members of the Coordinating Committee.

7.5 Entire Agreement. This Agreement represents the entire Agreement among the Parties with respect to the subject matter covered by this Agreement.

7.6 No Relationship Created. The Parties agree and acknowledge that no Party is an agent of any other Party under this Agreement and that each Party is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees. The purposes for which each Party has entered into this Agreement are separate and distinct. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into and the Parties hereto specifically disclaim such relationship.

7.7 Rights of Third Parties. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in or for the benefit of third parties.

7.8 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any other event beyond the control of such party, then such party shall be excused from the performance of the obligations in this Agreement but only during such periods of Force Majeure.

7.9 Current Revenues. All costs or expenses incurred by any Party as result of this Agreement shall be paid from the current revenues available to the Party.

7.10 Recitals. The recitals of this Agreement are incorporated herein.

7.11 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

7.12 Notice. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at a Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective notice addresses set forth below or at other addresses as may have been previously specified by written notice delivered in accordance with this Agreement.

[SIGNATURE PAGES ATTACHED]

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: Monday, October 13th.
- After hours emergency phone number: 210-651-6831.

Ordinance Codification Update

- The City is currently in the process of codifying our City Ordinances. Ordinance Codification is the process of collecting, organizing, and compiling City Ordinances into a structured, searchable, and easily accessible resource that encompasses every rule, regulation, and law governing the City.
- City Staff reviewed, provided comments, and approved the Organizational Analysis for the structure of our code. Attorneys and legal editors at General Code are now reviewing and analyzing our ordinances for conflicts, duplications, inconsistencies, and compliance with statutory requirements in order to provide suggestions and options to improve the enforceability of our code.
- City Staff and General Code will go through a collaborative chapter-by-chapter code review process in the coming weeks that will ultimately produce a draft for City Council review.

Training/Professional Development

- Utility Clerk Monica McCaslin completed training for Public Information Act and Open Meetings Act.
- Administrative Coordinator Michelle Hinojosa completed training for Municipal Court FTA 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 – 60 views / Commissions – 8 views

Public Information Act Summary	
Year	Number of Requests
2025	107
2024	122
2023	124
2022	166
2021	146
2020	207
2019	276
2018	225

Social Media Summary	
Social Media Platform	Number of Posts
Facebook	37
Instagram	37
NextDoor	30
X (Twitter)	30
Total for Month	134

POLICE DEPARTMENT MONTHLY BREAKDOWN

SEP 1 to SEP 30

Calls for Service

Dispatched: 122 City Ordinance: 21 (1 Water) False Alarms: 9

Arrests

- * 5 – Driving While License Suspended with previous convictions
- * 1 – Tampering or Fabricating Evidence
- * 2 – Poss of Controlled Substance PG 1
- * 1 – Assault Family Violence / Class “C”
- * 1 – Warrant / Sexual Assault

Traffic Enforcement

Crashes: 5 Citations: 195 Warnings: 79 Total: 274

Training

- * Ofc. Brown completed her FTO Training and released to duty
- * Ofc. McMahan completed Law enforcement and the Elderly training

Outreach Efforts

- * Coffee with the Cops (Monthly)
- * GRCPAAA volunteer hours 48.5
- * Pizza with the Police on 4 September
- * National Night Out Block Party Photo Contest coming October 7th
- * GRCPAAA Casino Night coming 18 October

Administrative Comments

- * Ofc Forehand is nearing completion of FO Training
- * Cadet Carney in phase 5 of the Police Academy
- * Recruitment efforts still ongoing

MONTHLY PUBLIC WORKS REPORT

October 2025

Activities For The Month

Public Works Tasks Completed: 338

Steven Steinmetz
Public Works
Director

Eric Lowman
Public Facilities
Foreman

Stanley Georg
Manuel Troncoso
Ryan Ferguson
Ryan Garrison

Ongoing Responsibilities

- Parks Maintenance
- Facilities Maintenance
- Streets
- All Public Facilities Grass and Right-of-Ways
- Storm Water Drainage
- Animal Control
- Oak Wilt Monitoring

Upcoming Events

October Dumpster
Schedule

Oct 11, 8am to 5pm

Oct 12, 12pm to 4pm

Oct 25, 8am to 5pm

Oct 26, 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: 130lbs
- Rain fall total: 1.08in
- Cleared the silt buildup in Harvy Bell Park Drainage.

Street/Sign Maintenance

- Continue to replace old street signs.
- Spread 10 1/2 tons of asphalt for Old Nacogdoches road repairs.
- Filled 5 pot holes on Bindseil.
- Replace sign pole at Regency Run and Regency Run.

Parks Maintenance

- Ongoing dead tree removal at Davis Park.
- Repaired ballfield water fountain dog bowl drain.
- Reinstalled bike rack with new concrete.
- Removed damaged concrete bench and picnic table from Park Lane Park.

City Facility/Church Buildings/Community Center/Property Maintenance

- Replace the chiller plant water pump filter strainer.
- Replace the aluminum wrapped insulation from filter strainer replacement.
- Had all 5 chiller air handlers cleaned and treated with a biocide.
- Cleaned the carpet in the council room.
- Cleared and cleaned out the gutters at church buildings and the old shop.
- Replace 9 ceiling tiles at the church kids building.

Equipment/Vehicle Maintenance

- Replace the tires on the Public Works Director truck.
- Repaired the steering linkage on the PW Foreman truck and had an alignment.
- Replaced two leaking hydraulic hoses on the old case backhoe.
- Replaced the blade belt and a deck bracket on the old Scag mower.

Class/Continuing Education

- Eric attended TML Leadership Training.
- Eric attended Quarter 3 Trane Synchrony Training.
- Eric attended Animal Crimes and the 4th Amendment webinar.

Oak Wilt

- No new cases.

Future Projects or Needs

- More storage space required.
- Covered equipment storage.



Animal Services Monthly Activities

- 4 Live trap loaned out for the month, total for the year is 20.
- 312 Pets registered for the year.

Adoptions

- 0 Dogs; 2 Year To Date
- 1 Cat; 3 Year To Date

Returned To Owners

- 0 Dogs; 21 Year To Date
- 0 Cats; 0 Year To Date

Transferred To Other Agencies

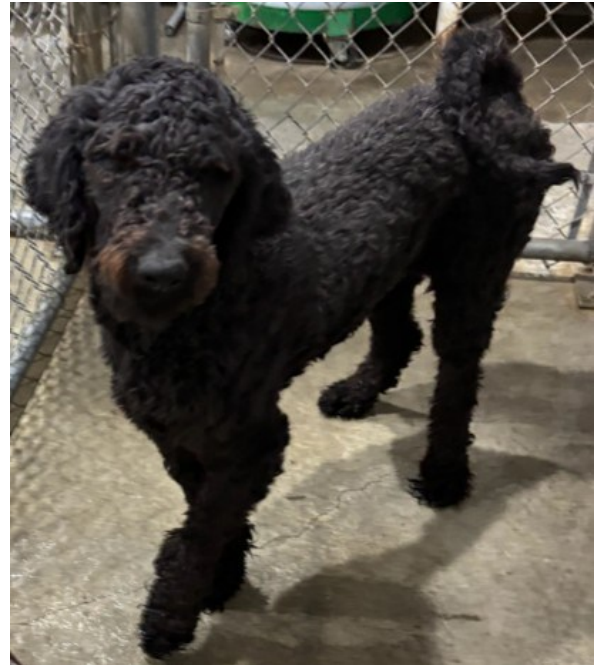
- 0 Dogs; 1 Year To Date
- 0 Cats; 1 Year To Date

Currently In City Care

- 5 Dogs
- 2 Cats
- 5 Kittens

Ready For Adoption

- 4 Dogs
- 3 Cats



Year to Date Wildlife Report

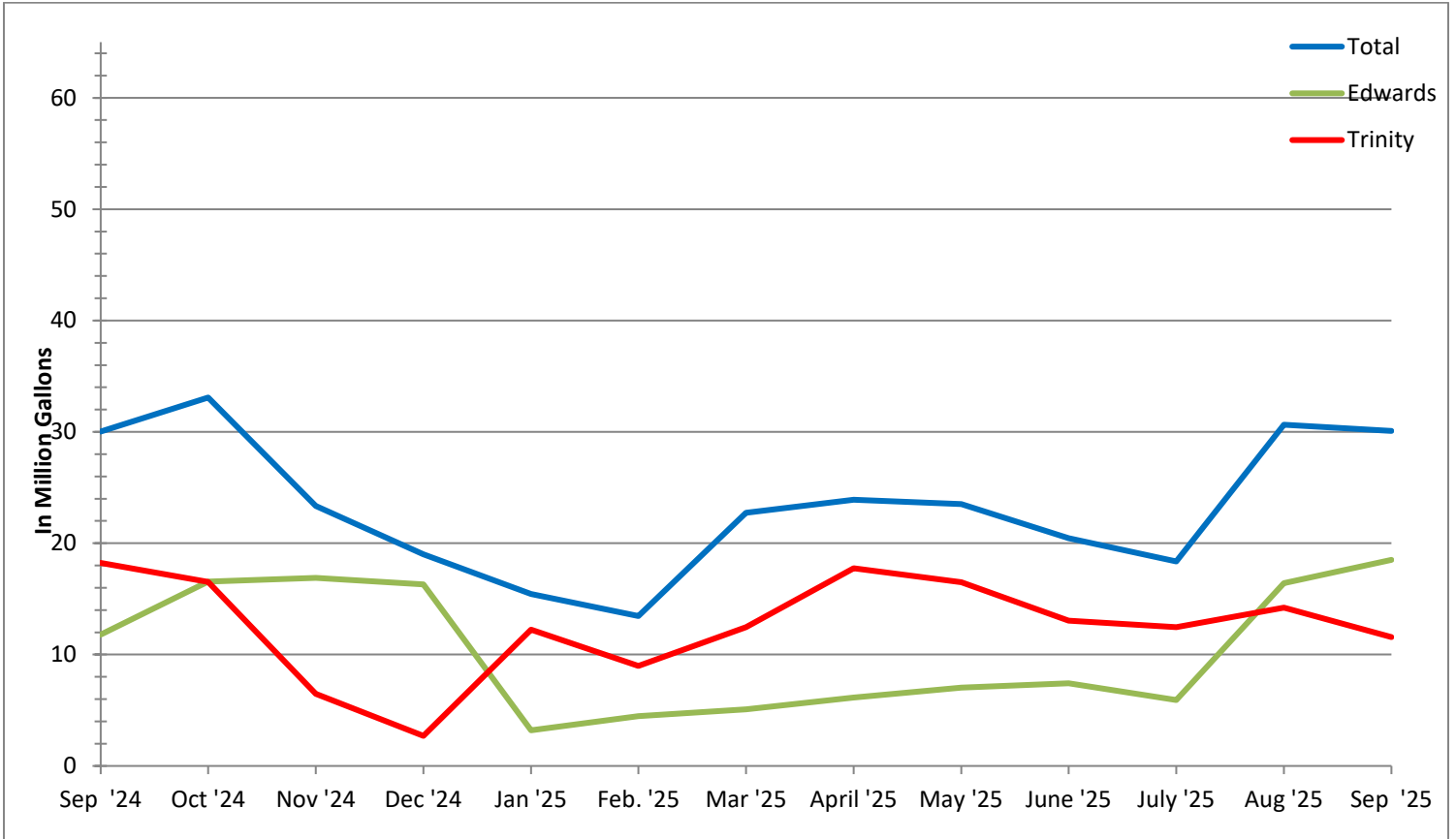
	Jan	Feb.	Mar	Apr.	May	Jun	Jul	Aug.	Sep.	Oct	Nov	Dec.	Total
Deer	12	8	6	11	6	7	9	4	5				68
Raccoons	3	2	6	6	6	5	6	17	8				59
Opossums	2	1	2	3	3	1	2	3	5				22
Skunks	6	8	3	1		1		7	5				31
Wild hogs			2	4									6
Turtles				1			1						2
Squirrels	1			3		1							5
Foxes		2			1			1	2				6
Armadillos					3	1	4	5	2				15
Hawks				2									2
Bats				2			1						3
Coyotes													
Buzzards		3											3
Ringtails	1	1		1		1							4
Snakes			1	1	1	1	1	2	1				8
Duck						1	1						2
Porcupine													
Rabbit													
Totals	25	25	20	35	20	19	25	39	28				236



Utilities Department Report

As of September 30, 2025

City of Garden Ridge Aquifer Usage

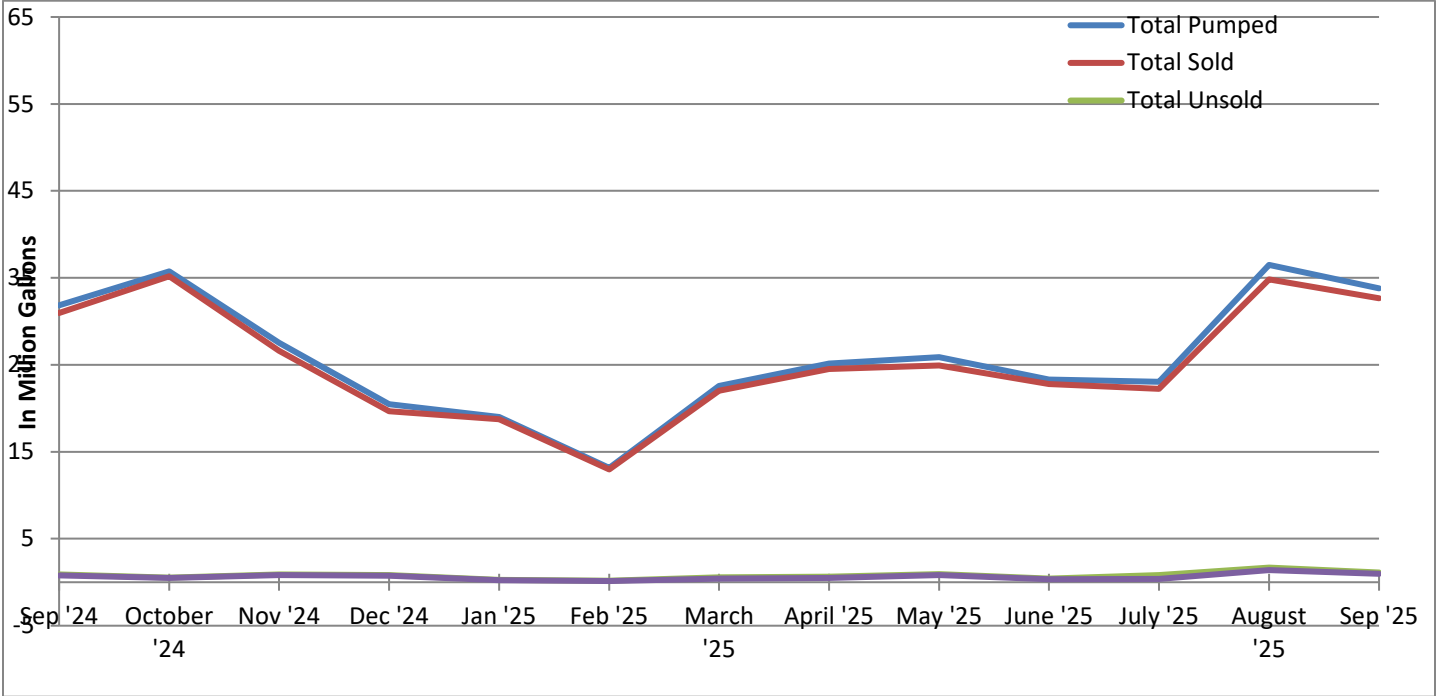


	Month:	Year:	Available:	Stage:
Edwards Well Usage AC/FT:	56.79	227.64	313	4
Trinity Well Usage AC/FT:	35.51	381.75	N/A	0

Water Quality

Bacteriological Samples:	Due:	Missed:	Passed:	Failed:
Distribution samples:	6	0	6	0
Chlorine Residual test:	30	0	30	0
Special Samples:	1	0	1	0

2024 – 2025 Pumping Report



	Total Pumped (Thousands)	Total Sold (Thousands)	Total Unsold (Thousands)	Unaccountable Unsold (Thousands)	Unaccountable Unsold %
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%
July '25	23,057	22,229	828	390	1.7%
August '25	36,490	34,809	1,681	1,395	3.8%
September '25	33,786	32,671	1,115	978	2.9%
Yearly Average	25,930	25,265	752	617	2.3%
	Yearly national average				16%

Utilities Department Monthly Activities:

New Installed Meters	1	Work Orders	339
Meter Replacements	3	Locates	41
City Owned Leaks	1	Irrigations Permits Issued	1
Meters Read	1704	Total Rebates	0
Meter Tests	0	12" main valve installed	1

AMI Information

Total Portal Customers: 933 up 6 from August

Meter Daily Readability Percentage: 98.45% for 1,689 assigned meters (current bill cycle)

Main Breaks/City Repairs: none found.

Estimated Water Loss:

Location:

Explanation:

Leak Adjustments

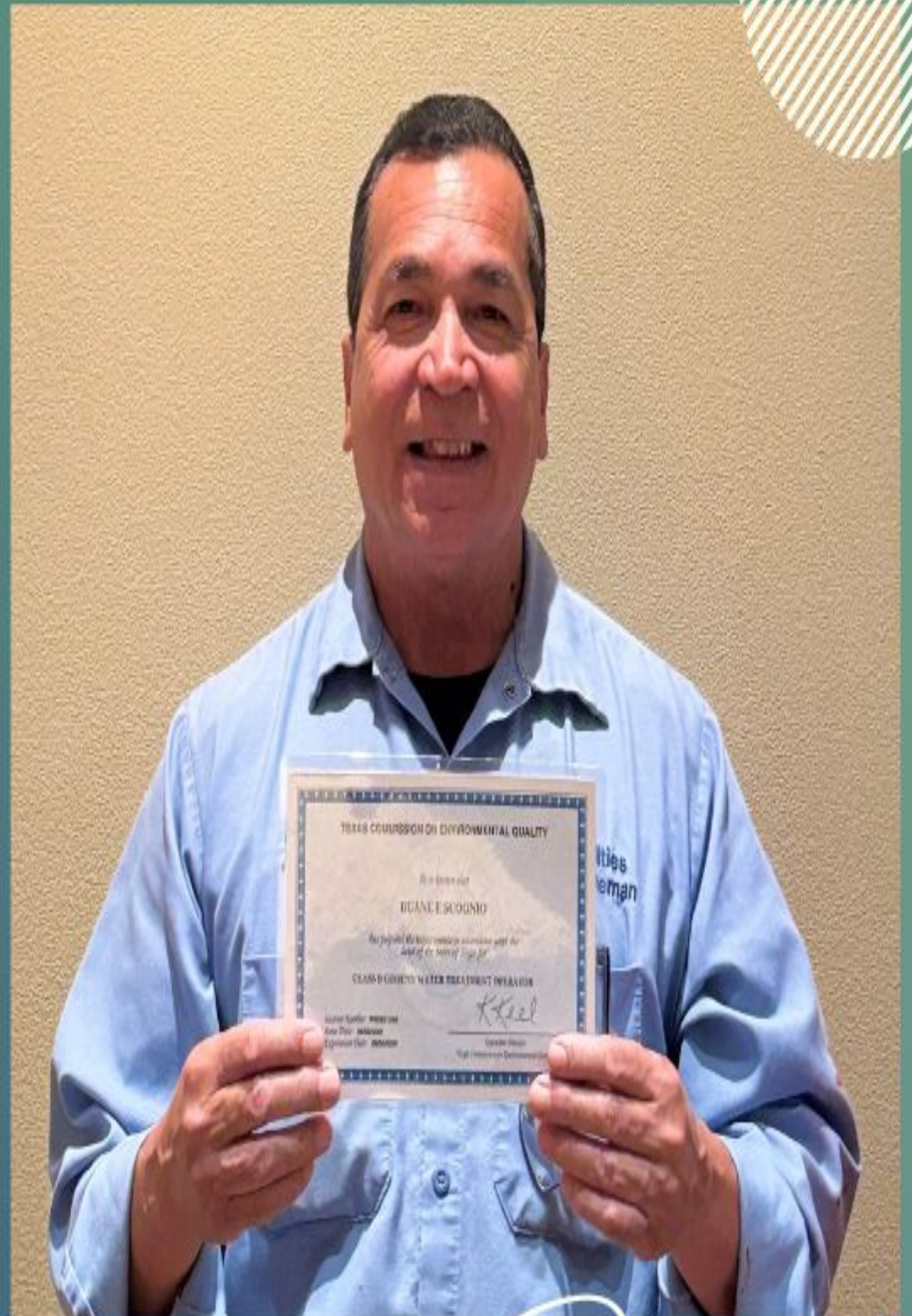
New Requests	1	Waiting for Customer	0	Approved	0	Amount Approved	\$	Denied	0	Sent to Water Commission	0
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Employee Training/certifications

Duane Scognio passed the B Ground Water state test and now holds a Class B Groundwater operator's License.

Employee Recognition

Duane Scognio
achieved a Class B
Groundwater
Treatment Operator
License through the
Texas Commission on
Environmental Quality
(TCEQ)!



GARDEN RIDGE
TEXAS

Duane Scognio



Monthly Library Update

By Linda Crosland, Library Director

For leisure, for learning, for life!

Upcoming Activities for October

Adults

- Tuesday, Oct. 7, **Cards for Troops**, 1:00 pm
- Thursday, Oct. 2-30, **Adult Coloring**, 1:00 pm
- Tuesday, Oct. 21, **Card-making**, 1:00 pm
- Mondays & Thursdays, 10:00 am, **Chair Yoga**
- Thursdays, 2:00 pm, **Silver Games:**
- Oct. 2, **“Seniors Bingo”**
- Oct. 9, **“Mahjong”**
- Oct. 16, **“Trivial Pursuit”**
- Oct. 24, **“Playing Cards”**
- Oct. 30, **“Chicken Foot or Dominoes”**

Children

- Tuesdays, **Mad about Science**, 10:30 am
- Fridays, **Storytime and Stay & Play**, 10:30 am

Special Events

- Thursday, October 16, **Lunch-n-Learn, “Propagating Herbs”, by Melissa Zipp**, 12:00 noon
- Oct. 16, **“Seed Cleaning,”** 1:00 pm
- October 31, **Trunk or Treat**, 5:30-7:30 pm, GRES parking lot

Department Statistics for September

Visits to the Library	1,313
Items Checked Out	2,374
\$ Saved by checking out hardcopy books during month	\$10,821
\$ Saved by using eBooks	\$8,470
New Patrons Added	16
New Items Added, Physical books -Libby Books + Libby Advantage + Boundless	108
Volunteer Hours	629
	115

Activity Statistics

Children’s Preschool	132
Children’s Elementary Age Activities	254
Adult Classes—Coloring, Book club, Chair yoga, Silver Games, Lunch-n-Learns	320

Activity Totals **706**

“Community is much more than belonging to something; it’s about doing something together that makes belonging matter.” –

Brian Solis

memorandum

To: Garden Ridge City Council
From: Trihydro Corporation
cc: Mr. Ryan Rapelye, City Manager, City of Garden Ridge
Date: September 19, 2025
Re: Engineering Report for October 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 – \$1,178,337.61
 - Percent Complete – 100%
- Project Status
 - Processing project closeout items and final payment at the time of this report.

SAWS Emergency Interconnect Project

- Project Background
 - This project is for a water line connection to SAWS for use in emergency situations. This project provides additional resiliency in the City water system with an added water source connection.
 - Project Phase – Preliminary Design
- Project Status
 - SAWS approved the Emergency Interconnect at their September 9 board meeting. We are continuing water line route discussions with the affected property owner representatives.

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 – Bidding Phase
- Project Status
 - A construction contract will be presented to council for consideration at the October meeting.

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.
 - Contract Price – \$314,400 (correction from previous report)
 - Percent Complete – 100%
 - Schedule – Substantially Complete.
- Project Status
 - The contractor is working on final punch list items prior to being released for final completion at the time of this report.

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 Modeling and Capital Project Verification
- Project Status
 - Trihydro anticipates providing a preliminary list for stakeholder review in approximately two months.

Land Development Projects and Reviews

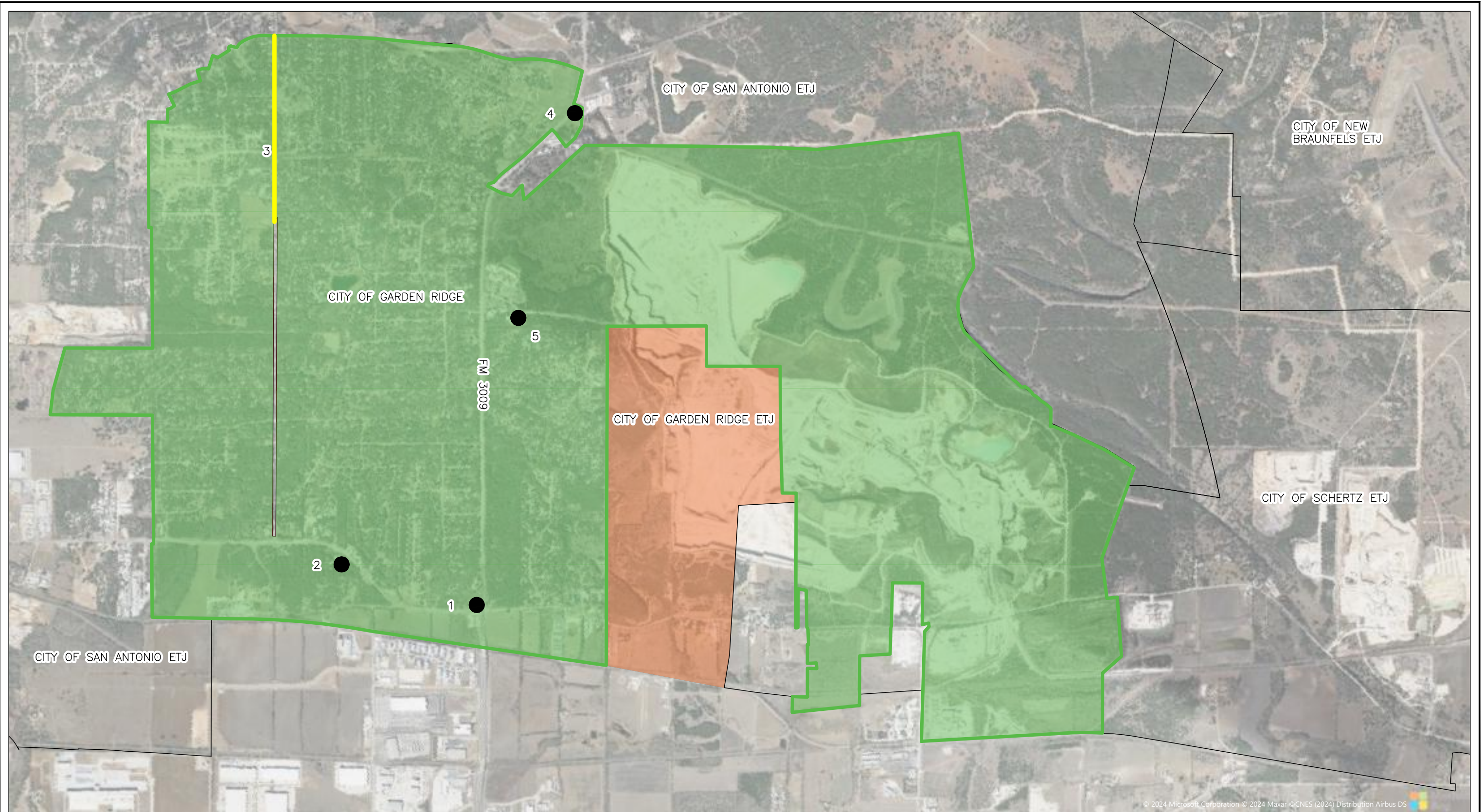
- The Revival
 - Utility and miscellaneous items are being coordinated with the development team through the construction phase of this project.
- 8111 Wild Wind Park
 - A replat application was submitted to combine Lots 91 and 92 of Wild Wind Unit 3. Technical review comments were provided to the applicant on September 10.
- 22700 FM 3009 Development Water Line Extension
 - An application has been submitted for a water line extension to a proposed gas station at the Southeast corner of FM3009 and Schoenthal Rd N. This property is outside Garden Ridge City Limits and within the water service area. The water line extension plans are under technical review and are being coordinated with the SAWS Emergency Interconnect route.

Miscellaneous Engineering Services



- Comprehensive Capital Improvement Plan Update
 - The roadway asset data collection company is scheduled to commence field data gathering in the last week of August.
- Forest Waters Entrance Stop Sign Warrant Study
 - Lee Engineering is contracted to conduct a stop warrant study at the Forest Waters subdivision entrance. Traffic counts began in the third week of September, with a draft report expected for review in mid-October.

Figure:
Project Location Map

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



EXPLANATION

	CITY OF GARDEN RIDGE CITY LIMIT	4	PROJECT - SAWS EMERGENCY INTERCONNECT DEVELOPMENT REVIEW - FM3009 WATER LINE EXTENSION
	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: 9/19/25

Mayor and City Council - the following is a summary of the changes and the reasons for the proposed ordinance revisions.

Ordinance 61 - Drought Management Plan

1. Preamble - Added Home Rule City. Added “potentially other (water) sources”
2. Section 1 - Findings. Unchanged
3. Section 2 - Definitions. Added and revised several definitions for clarity, to support revisions and to be consistent with other ordinances.
4. Sections 3 and 4 - Demand Reduction Measures & Emergency Water Use Reduction. 1. Restructured and revised to clearly separate drought water management from a water emergency. 2. clarified that the city’s decisions on drought stages are based on many factors. 3. Revised criteria for water sales to temporary users. 4. Did not change water rate surcharges.
5. Section 5 - Penalties. Unchanged
6. Section 6 - Penalties. Unchanged
7. Section 7 - Variances. 1. Added a procedure (appendix B) allowing city approval for additional irrigation system use and other water use during drought stages 1-3 for establishing new landscaping and washing hard surfaces like driveways and sidewalks. This procedure follows similar SAWS and NBU (New Braunfels Utility) guidelines allowing temporary increased water use for these purposes. In the past, residents have had to go through the traditional variance process to operate irrigation systems daily to adequately water new landscaping. 2. Added a provision allowing the city to charge a fee for processing variance requests. 3. Modified the criteria for when for variances may be granted. 4. Added a requirement for the city manager to report to city council the status of variances.
8. Section 8 - Severability. Unchanged
9. Section 9 - Effective Date. Unchanged
10. Appendix A - Demand Reduction Measures. 1. Streamlined and clarified stage requirements. 2. Adjusted watering hours to make restricted watering hours more convenient for residents. 3. Did not change surcharge rates or volumes.
11. Appendix B - Special Variance Request for Watering New Landscape Planting or Washing Impervious Surfaces. Created to add the procedures, approval process, criteria and limitations for additional watering during drought stages 1-3.

Ordinance 159 - Landscape and Irrigation System Requirements

1. Preamble - Added Home Rule City. Modified the description of lot sizes.
2. Section 1 - Definitions. 1. Added and revised several definitions for clarity, to support revisions and to be consistent with other ordinances. 2. Expanded the xeriscape definition,

added references to xeriscape resources, removed the 50% turf grass limit in the xeriscape landscaping.

3. Section 2 - Drought Tolerant Grasses and Ground Cover. 1. Revised turf repair vs. replacement requirements. 2. Added soil requirements.
4. Section 3 - Xeriscape Landscape. Clarified required vs. recommended use of xeriscape.
5. Section 4 - Irrigation Systems. 1. Added (moved from section 2) irrigation system sq. ft. limits. 2. Added reference to Ordinance 54 for additional irrigation system requirements.
6. Sections 5-10. No changes.

The resources used in these revisions included - citizen feedback and requests, similar ordinances and programs used in neighboring communities and plant growth information from local gardening organizations and Texas universities.

Respectfully submitted,

Bill Pohl
Chairman, Water Commission

ORDINANCE NO. 61- **DRAFT**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS, ESTABLISHING THE DROUGHT MANAGEMENT PLAN FOR THE CITY OF GARDEN RIDGE; ESTABLISHING TRIGGER CONDITIONS AND DEMAND REDUCTION MEASURES; PROVIDING A VARIANCE PROCEDURE; PROVIDING A PENALTY FOR VIOLATIONS OF THIS ORDINANCE; PROVIDING A CUMULATIVE AND SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Garden Ridge (the City) is a Home Rule City located in Comal County, Texas; and

WHEREAS, the Edwards Aquifer Authority is a regional authority managing water pumped out of the Edwards Aquifer by the City of Garden Ridge and has set standards for the Emergency Water Use Reduction Program in the region; and

WHEREAS, the City of Garden Ridge uses both water from the Edwards Aquifer and from the Trinity Aquifer and potentially other sources to provide water to residents of the City of Garden Ridge as well as persons residing within the Certificate of Convenience and Necessity (CCN) of the City of Garden Ridge; and

WHEREAS, the Trinity Aquifer is currently an unregulated water source; and

WHEREAS, the level of the Trinity well affects the ability of the city to provide unrestricted water sources; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such ordinances necessary to preserve and conserve its water resources; and

WHEREAS, the City Council finds that the proposed revisions promote the health, safety and welfare of the City and Ordinance No. 61 is amended as contained herein.

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

SECTION 1. FINDINGS.

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

SECTION 2. DEFINITIONS.

The following words and terms, when used in this ordinance, shall have the following meanings unless the context clearly indicates otherwise:

Act is the Act creating the Edwards Aquifer Authority, namely the Edwards Aquifer Authority Act of May 30, 1993, 73rd Leg.R.S. Ch. 626, 1993 Texas General Laws 2353, as amended.

Aesthetic Use is the use of water for fountains, waterfalls, and landscape lakes and ponds where such use is entirely ornamental and serves no other functional purpose.

Agricultural Irrigation means irrigation for the purpose of growing crops commercially for human consumption or to use as feed for livestock or poultry.

Bucket means a hand held bucket or other container holding five gallons or less.

Commercial and Industrial Use is the use of water integral to the production of primary goods and services provided by industrial or commercial facilities. Industrial facilities include facilities which perform such process-specific activities as cooling, boiler feed, cleaning and washing, pollution control, extraction and separation of desirable material from products and waste materials and the incorporation of water into final products. Commercial facilities include, but are not limited to, food service facilities, hotels, retail facilities and plant nursery operations.

Commercial and Industrial User is a water user whose use of water meets the definition of commercial and industrial use.

Commercial and Industrial Well User is a user who owns one or more wells that produce water used for commercial and industrial use.

Connection is a metered or unmetered delivery point to a customer or other receiver of water from an organized water distribution system.

Conservations are those practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

Customer is any of several types of consumers of water as defined in Ordinance 54.

Demand Reduction Measures are specific actions to be taken to reduce the usage demand on the Edwards Aquifer, the Trinity Aquifer and other sources during a drought.

Domestic Type Use is the use of water, other than uses in the outdoor category, for personal, household or commercial purposes, such as drinking, bathing, heating, cooking, sanitation or cleaning.

Drip irrigation means an installed irrigation system (drip, porous pipe, etc.) designed to emit water at low pressures directly onto or below the soil surface without airborne streams or droplets.

Drought is a period of shortage of precipitation of seasonal or longer duration.

Edwards Aquifer means that portion of an arcuate belt of porous, water-bearing limestones composed of the Edwards Group Limestone and Associated Formations trending from west to east to northeast through Kinney, Uvalde, Medina, Bexar, Comal and Hays Counties.

Emergency Water Use Reduction means actions taken by the City of Garden Ridge due to a sudden, significant and unpredicted change or failure in water availability, water quality, water demand or water system infrastructure.

Hand-Held Hose is a hose held or attended by an individual. It must be fitted with a manual or automatic shutoff valve and may be equipped with a spray nozzle. It must be 3/4 inch or less in diameter and connected to the user's water system without additional pumps.

Healthcare Facility is any hospital, clinic, nursing home or other healthcare or medical research facility.

Impervious Surface Area is any exterior structure, street, driveway, sidewalk, patio, or other surface area covered with brick, paving, tile or other impervious material.

Irrigator is a well owner who uses water to irrigate land for growing commercial crops.

Irrigation System - a fixed underground or above ground system of pipes, fittings and sprinkler heads which when in operation dispenses water in the air onto lawns and landscape.

Landscape Watering means the application of water to grow and maintain landscape plants.

Landscape Plant or Landscaping is any member of the plant kingdom, including any tree, shrub, vine, herb, flower, succulent, ground cover or grass species that grows or has been planted out-of-doors and is used for aesthetic purposes or for the support of intensive recreational areas such as playgrounds and playing fields.

Livestock is cattle, sheep, goats, hogs, poultry, horses and game, domestic, exotic and other animals and birds, including zoo animals, held for commercial or personal purposes.

Livestock Use is the use of water for drinking by or washing of livestock.

MSL is mean sea level.

Municipality is a city or other governmental unit with the authority to make and enforce ordinances.

Order is a written order of the City Council or Mayor of the City of Garden Ridge, Texas.

Other Outside Use means the use of water outdoors for the maintenance, cleaning and washing of structures and mobile equipment, including automobiles and boats, the washing of streets, driveways, sidewalks, patios and other similar areas.

Person is any individual, association, firm, corporation, entity, political subdivision, or governmental agency.

Pervious surface means any surface which can absorb water or allow it to pass through.

Portable Sprinkler means any moveable hose connected device that is designed to operate unattended to spray water in the air over landscaping.

Reduction Goal means the amount of reduction in pumping volume, expressed as a percentage from baseline pumping volume for each drought stage.

Reuse is the use by any user of Edwards Aquifer, Trinity Aquifer and potentially other water sources that has been recycled or reclaimed for any beneficial purpose, after such water has been previously used for any beneficial purpose, whether or not any treatment of such groundwater may be required in connection with such recycling or reclamation.

Soaker hose means a portable porous hose that emits water along its length directly onto plants or soil.

Stage means one of the five designated drought stages, which may be declared by the City or the Edwards Aquifer Authority.

Supplier is any person who supplies water to customers for residential, commercial, industrial, military or other uses, including a public or private water company, water supply corporation, municipality and water district.

Temporary Service Customer is a consumer who will receive water service for a limited period of time. Temporary service can be a metered or a non-metered sale. It is usually for the purpose of road or building construction, or for seasonal service.

Trigger Conditions means those specific conditions of rainfall amounts, Edwards Aquifer water level elevations, spring discharges and water quality which the Edwards Aquifer Authority will monitor and use as indicators of the occurrence of drought conditions for purposes of declaring the various stages of the Edwards Aquifer.

Trinity Aquifer Well is a source of water for the City of Garden Ridge which is located in the Cow-Creek formation of the Trinity Aquifer.

Use for a Beneficial Purpose means water which is used, without regard to priority, for:

- a) agricultural, commercial, domestic, gardening, industrial, manufacturing, mining, municipal, pleasure, recreational, or livestock raising purposes; or
- b) exploring for, producing, handling, or treating oil, gas, sulfur, or other materials; or
- c) any other purpose that is useful and beneficial to the user.

User is a person, business public or private, who produces, distributes, or uses water from an Edwards Aquifer well or from the Trinity Aquifer well or from any other source.

Variance is an authorized exception from compliance by the user with any provision of the Rules granted by this Ordinance.

Vehicle as defined for this Ordinance is a personal use car, truck, recreational vehicle, motorcycle, golf cart or all-terrain vehicle domiciled at a residence.

Waste or Wasting Water is:

- a) The flowing or producing of groundwater from wells in the Edwards Aquifer, Trinity Aquifer or any other source if the water flowing or produced is not used for a beneficial purpose by any user,
- b) The unreasonable loss of groundwater through faulty design or negligent operation of a well or water delivery or application system; or
- c) Using quantities of water in excess of quantities reasonably necessary for that purpose.
- d) Allowing water to run off onto a gutter, ditch, drain, into the street, or failing to repair a controllable leak.

Water Utility Use is water used for withdrawal, treatment, transmission, and distribution by potable water systems.

SECTION 3. DEMAND REDUCTION MEASURES.

The demand reduction measures for Garden Ridge Stages 1, 2, 3, 4, and 5 are set out in Appendix A. For clarification, certain permitted and exempt water uses are also listed. For reference, Table 1 lists the Edwards Aquifer trigger conditions for the various stages of the Edwards Aquifer Drought Management Plan.

The Edwards Aquifer Reduction Stages and other factors including condition of current water supplies, pumping trends, current and forecast precipitation, and other relevant data will be considered when implementing a demand reduction measure for Garden Ridge. The Mayor of Garden Ridge is authorized to order, by proclamation, implementation of demand reduction measures and activation of Stages 1 through 5 of the City of Garden Ridge Drought Management Plan.

Reduction Stage	J-17 Well Level
1	660' (10 day rolling average)
2	650' (10 day rolling average)
3	640' (10 day rolling average)
4	630' (10 day rolling average)
5	625' (10 day rolling average)

- a) Public Issuance of Drought Stage Declaration:** The Declaration of a drought stage will be publicly issued by the City of Garden Ridge. Such declaration shall be placed on the City sign, distributed through the Garden Ridge Emergency Alert System, posted on the City’s website, posted on the City’s social media pages, and/or published in the official City newspaper of record.
- b) Restricting the Use of Water:**
1. Upon declaration of a drought stage by the City of Garden Ridge, compliance with the demand reduction measures shall be required by all users within two (2) weeks of the declaration.
 2. Demand reduction measures are attached as Appendix A and are herein incorporated for all purposes.
 3. Upon declaration of a drought stage by the City of Garden Ridge, the sale of water to a temporary service customer for use not within the boundaries of the City, its ETJ (extra-territorial jurisdiction) or CCN (certificate of convenience and necessity) shall be prohibited. The sale of water to an allowable temporary service customer for use up to an amount of 50,000 gallons shall be at the discretion of the Public Works Director. This provision may not be used to fill new swimming pools in drought stage 3-5.
- e) Water Rate Surcharges:**
1. Critical Period Surcharges will be implemented and billed in the monthly billing cycle in accordance with the following schedule:
 - i. Stage 3: Customers will be charged the current water rate plus a 100% surcharge for use over 40,000 gallons.
 - ii. Stage 4 and 5: Customers will be charged the current water rate plus a 200% surcharge for use over 40,000 gallons.
 2. Water rate surcharges will remain in effect only so long as the City is in Stages 3, 4, or 5 of the Drought Management Plan.
 3. Water rate surcharges shall coincide with the normal monthly billing cycle of the Garden Ridge Water Department. Surcharges shall be applied to the next billing cycle following the implementation of Stages 3, 4, or 5.
 4. Surcharge revenue shall be deposited in the Water Fund and such revenue is to be used for Water Company Operations.
- f) Modification of Current Demand Reduction Measures:**

The demand reduction measure may be changed at the discretion of the Mayor of Garden Ridge when the conditions and factors creating the current measure have changed.

SECTION 4. EMERGENCY WATER USE REDUCTION.

The Mayor of Garden Ridge is authorized to order, by proclamation, immediate implementation of provisions of Stages 1 through 5 of the City of Garden Ridge Drought Management Plan or other measures necessary to respond to an emergency water use reduction. Likewise, the Mayor is authorized to rescind these actions. Users shall be required to comply immediately with the provisions of the proclamation and are subject to the penalties specified in Section 5.

SECTION 5. PENALTIES.

- a) A person who knowingly or intentionally violates the provisions of this Ordinance shall be deemed guilty of a misdemeanor offense and upon conviction be punished by a fine of not less than ten dollars (\$10.00) and not more than two thousand dollars (\$2,000). Each day's violation constitutes a separate offense. Compliance may also be sought through injunctive relief in the District Court.
- b) No violation, definition, or penalty under this section shall have bearing on any violation, definition, or penalty under any other section of this Ordinance.

SECTION 6. ENFORCEMENT.

- a) Applicable to Resident and Non-Resident Customers: The enforcement provisions of this Ordinance shall apply to all persons and property utilizing water purchased from and provided by the City. For purposes of this Ordinance, it shall be presumed that any person, in whose name a water meter connection is registered with the City of Garden Ridge Water Company, has knowingly made, caused, used, or permitted to use the water received from the City and that use of said water in a manner contrary to the provisions of Ordinance No. 61, or in an amount in excess of the use permitted by the conservation stage in effect, is considered a violation of Ordinance No. 61 by that person. Proof that the particular premises have a water meter connection registered in the name of the defendant named in a complaint issued under the auspices of Ordinance No. 61 shall constitute in evidence a prima facie presumption that the person in whose name such water connection was registered was the person who permitted the illegal use of water to occur on the premises.

SECTION 7. VARIANCES.

- a) **Request For Variance:** A person may file a written request for a variance from these rules with the City of Garden Ridge. The request must contain the following information:
 1. The specific nature of the variance requested; and
 2. A detailed explanation of why the person believes they should be granted the variance, including any supporting documentation; and
 3. A signed statement that the facts contained in the request are true and within the person's personal knowledge.
 4. During Drought Stages 1, 2 and 3, Appendix B provides special variance allowances, criteria and instructions for the purposes of establishing new landscape planting and washing of impervious surface areas. Approval or disapproval of these special variance requests or any limitations on water volume or other conditions will be based on the City Manager's assessment of the ability of the water system to support this additional water usage and that this usage will not be a substantial burden on other customers. The format

- of the instructions may be modified by the city as required to suit print, online or other application request methods.
5. The city may charge an administrative fee to defray the costs of processing any variance request.
- b) Additional Information:** The City of Garden Ridge may request the variance requester to provide additional information, which must be filed within ten (10) calendar days of the request or as otherwise directed in the request.
- c) When Variance May Be Granted:** A variance may be granted only when the variance is not contrary to the public interest and is in harmony with the general purpose and intent of this Ordinance so that the public health, safety, and welfare may be secured and that substantial justice may be done. The Water Commission shall recommend to City Council a variance from these regulations when, due to special conditions, an undue hardship or unique situation will result from requiring compliance. The City Council is the final authority on variances. The variance, if granted, would be the minimum necessary relief required to alleviate the undue hardship or unique situation with the following considerations:
1. That the requested variance does not violate the intent, purpose or spirit of the drought regulations; and
 2. That the relief sought will not cause significant harm to any other person or group of persons or result in the City of Garden Ridge being in violation of regulatory requirements; and
 3. That the hardship is not the result of a situation or condition caused by the applicant's own actions.
- d) Terms and Conditions of the Variance:**
1. The City Council may grant a variance for such a term and in accordance with any conditions they deem appropriate.
 2. It shall be a condition of every variance granted by the City or City Council that the variance may be rescinded based on changed circumstances, new information, or failure of the holder of the variance to abide by the terms and conditions of the variance or to comply with these rules or any other order or rule of the City of Garden Ridge.
 3. The City Council may require a person granted a variance to file reports with the City of Garden Ridge containing such information as the City Council believes relevant to monitoring the continuing appropriateness of the variance
 4. The City Manager shall provide a summary to City Council on the disposition of all variance requests as pending, approved, denied or forwarded for Water Commission recommendation. Details will be provided as requested by City Council.

SECTION 8. SEVERABILITY.

If any section, paragraph, subdivision, clause, or phrase of this ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance as a whole or any part of any provision thereof other than the part so decided to be invalid or unconstitutional.

SECTION 9. EFFECTIVE DATE.

This ordinance shall take effect immediately upon its passage, approval, and publication according to law.

PASSED AND APPROVED ON this XXth day of XX, 20XX.

XXXXXXXXXX

Mayor

ATTEST:

Marisa Spencer
City Secretary

APPENDIX A
DEMAND REDUCTION MEASURES

Unless modified by specific stage requirements, the following general requirements apply.

Watering by an irrigation system or portable sprinkler is permitted any day only between the hours of 8 p.m. and 10 a.m.

Watering with a hand-held hose, bucket, drip irrigation system or soaker hose is permitted any day, any time.

Washing vehicles and impervious surface areas is permitted any day at any time. Where possible, water must run onto a pervious surface. Any hoses used must have an automatic shut-off nozzle.

There are no water use restrictions relating to the permitting, construction and filling of residential swimming pools.

Stage requirements do not apply to non-potable water, gray water, or treated effluent.

Wasting water is prohibited.

STAGE 1

1. Watering with an irrigation system, or portable sprinkler is permitted only once per week on the designated watering day during the hours of 12 a.m. to 10 a.m. and 6 p.m. to 12 a.m.

Last Digit of Address	Day
0	Monday
1&2	Tuesday
3&4	Wednesday
5&6	Thursday
7&8	Friday
9	Saturday

Areas without a street address such as medians, neighborhood entryways, or common areas water as if their address ended in 0.

2. Watering with hand-held hose, bucket, drip irrigation or soaker hose is permitted any day, any time.
3. Washing impervious surfaces is prohibited except as approved by special variance described below.

Stage 1 restrictions continue until there is a announcement that the Stage level has been changed.

STAGE 2

1. Watering with an irrigation system, or portable sprinkler, is permitted only once a week on the designated watering day during the hours of 4 a.m. to 9 a.m. and 8 p.m. to 11 p.m. Designated watering days shall follow the schedule listed in Stage 1.
2. Watering with a handheld hose, bucket, drip irrigation or soaker hose is permitted any day during the hours of 12 a.m. to 10 a.m. and 6 p.m. to 12 a.m.
3. Washing impervious surfaces is prohibited except as approved by special variance described below.

Stage 2 restrictions continue until there is an announcement that the Stage level has been changed.

STAGE 3

1. Watering with an irrigation system, or portable sprinkler is permitted every other week beginning on the second Monday after Stage 3 has been declared and only on a designated watering day from 4 a.m. to 9 a.m. and 8 p.m. to 11 p.m. Designated watering days shall follow the schedule listed in Stage 1.
2. Watering with a handheld hose, bucket, drip irrigation or soaker hose is permitted during the hours of 4 a.m. to 9 a.m. and 7 p.m. to 11 p.m. on Monday, Wednesday, and Friday.
3. Washing impervious surfaces is prohibited
4. Aesthetic use of City provided water is not permitted.
5. Filling new swimming pools with city supplied water is prohibited. Filling of new pools with city supplied water may continue for pools with building permits issued either during a period of no drought declaration or during drought stages 1-2.
6. Water customers are subject to a 100% surcharge for use over 40,000 gallons per monthly billing cycle.

Stage 3 restrictions continue until there is an announcement that the Stage level has been changed.

STAGE 4

1. All restrictions in Stage 3.
2. Water customers are subject to a 200% surcharge for use over 40,000 gallons per monthly billing cycle.
3. The Mayor may establish interim restrictions until the City Council is able to meet to establish additional restrictions.

Stage 4 restrictions continue until there is an announcement that the Stage level has been changed.

STAGE 5

1. All restrictions in Stage 4.
2. Any other conditions including public health and safety as directed by the Mayor and City Council.
3. Notwithstanding any provision of these rules, water may be used when and to the extent it is necessary to prevent danger to public health, safety, or welfare or to the extent required by State or Federal law.

Stage 5 restrictions continue until there is an announcement that the Stage level has been changed.

APPENDIX B
SPECIAL VARIANCE REQUEST
FOR WATERING NEW LANDSCAPE PLANTING OR WASHING IMPERVIOUS
SURFACES

For Stages 1, 2 and 3, the City Manager or their designated representative, following the criteria described below, may directly approve a special variance for the purposes of establishing new landscape plants.

1. From November through April, daily watering using an irrigation system or portable sprinkler for up to three (3) consecutive weeks is allowed for for the establishment of new landscape plants.

2. The variance request must be completed using the included form and be approved prior to installation of landscaping. Plant and turf types and ground preparation and other actions must follow the requirements of Ordinance 159 in effect at the time. Work must occur during either the drought stage in effect when the variance was approved or a lower or no drought stage

3. Preparatory work such as removal of old landscaping, addition of new soil or installation of irrigation systems can be done before variance request approval, however, these actions are separate from obtaining variance request approval.

4. Watering must follow the daily watering times for the current demand reduction stage and usage will be charged at the rates, including surcharges in effect for that stage.

5. In Stage 3, the variance will only permit irrigation system or portable sprinkler watering for a maximum of 7,500 square feet.

6. If the special variance is not approved by the City Manager, a person may submit a Variance Request as described in Section 7 of this Ordinance.

For Stages 1 and 2, the City Manager or their designated representative, following the criteria described below, may directly approve a special variance for the purpose of washing impervious surfaces. This type of washing is primarily for aesthetic reasons or for preparing a surface for subsequent work.

1. The variance request must be completed using the form shown in Appendix B. and be approved prior to start of work.

2. Runoff where possible must go onto a pervious surface.

3. Usage will be charged at the rates in effect for that stage.

4. If the special variance is not approved by the City Manager, a person may submit a Variance Request as described in Section 7 of this Ordinance.

SPECIAL DROUGHT VARIANCE REQUEST FORM

Property Owner _____

Property Address _____

Phone Number _____ Email Address _____

New Landscaping Planting -

Reminder - Plant and turf types to be installed, ground preparation and other actions must follow the requirements of Ordinance 159 in effect at the time. Read this ordinance before proceeding.

Type of Landscape Planting - Attach sketch of area where variance is requested

Approximate total square footage of installed Irrigation System _____

Approximate total square footage of New Landscape Planting _____

Washing Impervious Surfaces -

Type of Washing to be Performed

Requested date for variance to start _____ Time Frame for work to be performed _____

Owner signature _____ Date submitted _____

City acknowledgment of receipt _____ Date _____

City approval - Yes__ No__ Signature _____ Date _____

City approved variance Start date _____ End Date _____

City comments and additional actions _____

The detailed requirements for this Special Drought Variance Request are contained in Ordinance 61 - Drought Management Plan Appendix B and Ordinance 159 - Landscape and Irrigation System Requirements. Please review these and contact the City if you have questions.

ORDINANCE NO. 159- DRAFT

AN ORDINANCE ESTABLISHING LANDSCAPE AND IRRIGATION SYSTEM REQUIREMENTS FOR RESIDENTIAL AND COMMERCIAL PROPERTIES IN THE CITY OF GARDEN RIDGE FOR THE PURPOSE OF WATER CONSERVATION; PROVIDING FOR VARIANCES AND PROVIDING A PENALTY FOR VIOLATION OF SAID ORDINANCE.

WHEREAS, the City of Garden Ridge is a Home Rule City located in Comal County Texas; and,

WHEREAS, one water source from which the city pumps water from is legislatively regulated and therefore over pumping from the water source can result in significant fines and levies; and,

WHEREAS, due to weather conditions in south Texas droughts are common and can result in mandatory drought and water conservation restrictions and rules which limit the amount and times at which water can be used by residents and businesses in the city; and,

WHEREAS, lot sizes in Garden Ridge are commonly $\frac{3}{4}$ acres and larger and landscape and sprinkler systems consume approximately 50% *or more* of the water metered at residences and businesses in the city and therefore the city has determined that there are means by which this type of water usage can be reduced; and,

WHEREAS, implementing water conservation standards for landscaping and irrigation systems are necessary to preserve and protect the health and safety of the city's residents to ensure an ample water supply for the City of Garden Ridge.

WHEREAS, the City Council finds that the proposed revisions promote the health, safety and welfare of the City and Ordinance No. 159 is amended as contained herein.

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

Section 1. Definitions.

Ground cover vegetation – means perennial vegetation that spreads along the ground that is adaptive to traffic and requires minimal maintenance and irrigation.

Irrigation - the practice of applying controlled amounts of water to land to help grow crops and landscape plants.

Irrigation system - an underground or above ground fixed system of pipes, fittings and water spray or drip emission devices which when in operation dispenses water onto a landscape area.

Natural state – means an area or areas of a property on which trees, grasses and other vegetation have remained in their unimproved state

New landscape or landscaping plants - means any plant or seed planted in or transplanted to an area within such period of time as to accomplish a reasonable establishment and maintenance of growth. This definition includes the removal and replacement of existing landscape plants and turf grass with new landscape plants or turf. Periodic maintenance of existing landscaping including application of grass seed, mulch, soil top dressing or fertilizer is not considered new landscaping.

State licensed irrigator – an individual licensed by the State of Texas to design and install irrigation systems

Summer Dormancy – means the ability of turf grass to survive without water for a period of sixty consecutive days during the months of May through September

Turf grass - means perennial grasses that are adapted to regular mowing and traffic through management

Variance - means an exception to any provisions of this ordinance

Xeriscape or xeriscaping – is the concept and process of landscaping that reduces or eliminates the need for irrigation. This process utilizes a combination of drought resistant and low water use plants, native plants, pervious hardscape, soil preparation and irrigation system design. Turf grass, and other ground cover, when used, is of a drought tolerant variety. Further guidance on and examples of xeriscape landscaping can be found at resources such as - Comal Master Gardener (comalmg.org) and Texas A&M University (tamu.edu).

Section 2. Drought Tolerant Grasses and Ground Cover.

- a) All new or replacement turf grass and other ground cover planted for residential and commercial properties and developments must utilize drought tolerant varieties that can withstand summer dormancy. Repair of existing turf grass using one pallet (typically 400-500 square feet) or less of turf grass is exempt from this requirement. Drought tolerant turf grasses are limited to:

St. Augustine varieties:	Floritam variety only
Bermuda varieties:	Celebration
	GN1
	Tex Turf
	Tifway 419
	Common
	Grimes EXP
	Tif Sport
Buffalo varieties:	All varieties
Zoysia varieties:	El Toro
	Empire
	Jamur
	Palisades

b) Turf Grass Soil Support

Under any new or replacement turf grass, there shall be a minimum of four (4) inches of soil including a minimum of .25 inches of Soil Organic Matter (SOM) laid or equivalent amount blended with the balance of the soil. Enriched topsoil or other enriched and finely screened landscaping material should be applied to meet the total depth and SOM requirement. Repair of existing turf grass using one pallet or less of turf grass is exempt from this requirement.

Section 3. Xeriscape Landscape.

- a) New residential and commercial properties and developments must use xeriscape landscaping on all areas not left in their natural state. Builders and developers are restricted to offering Xeriscape landscape plans which meet this ordinance. All new residential and commercial developments must incorporate xeriscape landscape requirements into subdivision covenants.
- b) Replacement or new landscaping projects on existing residential and commercial properties are not required but are recommended to use xeriscape landscaping.

Section 4. Irrigation Systems.

- a) No more than 15,000 square feet of the pervious ground cover can be irrigated, regardless of lot size. Irrigation systems installed prior to (date of enactment) are not subject to this limitation.
- b) See Ordinance 54 for additional standards and requirements related to irrigation systems
- a) Installation, whether by state licensed irrigator or by property owner:
New system, the replacement of existing systems and any extension of any existing system greater than 50 percent of the original system requires approval from the City Water Department prior to beginning installation.
- b) Approval Requirements:
 - 1. A scale (1" to 30') schematic and detailed plan of the proposed installation.
 - 2. All systems must comply with Texas Administrative Code Title 30, Part 1, Chapter 334, Subchapter C, paragraph (h) and this ordinance.
 - 3. Connection of the irrigation system to the water supply must be done by a licensed irrigator and the backflow device inspected by a licensed backflow tester.
 - 4. The plan must be designed according to Texas Administrative Code Title 30, Part 1, Chapter 344, Landscape irrigation, Subchapter F and include complete coverage of the area to be irrigated.
 - 5. The irrigation plan must include, at minimum, the following information:

- i. The irrigator's seal, signature and date of signing or the property owner's signature and date of signing.
 - ii. All major physical signatures and the boundaries of the area(s) to be watered
 - iii. A North arrow
 - iv. A legend
 - v. The zone flow measurement for each zone
 - vi. Location and type of controller and rain sensor
 - vii. Location, type and size of each
 - a. Water source, such as but not limited to, a water meter and point(s) of connection
 - b. Backflow prevention device
 1. Must be a minimum of 1" or size of meter if larger
 - c. Water emission device including, but not limited to, spray heads, rotary sprinkler heads, quick-couplers, bubblers, drip or micro sprays
 - d. Valves including, but not limited to zone valves, master valves and isolation valves
 - e. Pressure regulation component
 1. Must be same size as meter and rated for 15 – 150 psi (not 25 – 75 psi)
 - f. Main line and lateral piping
 - g. The design pressure, which cannot exceed manufacturer's recommendation
- c) The design of all new, refurbished or extensions of existing sprinkler systems should include water conservation features, such as sprinkler heads which emit large drops of water rather than a fine mist, the use of drip irrigation where possible and sprinkler system layouts that limit the impact of wind.
- d) Irrigation systems must comply with any and all other requirements for such systems as regulated through City of Garden Ridge Ordinance numbers 19, 54 and 61.
- e) Completion of Irrigation System
 - (1) Upon completion of the irrigation system, there must be a final inspection with the installer, the City Water Department and, if possible, the home owner.
 - (2) The City is to be furnished a copy of the final plan, noting any changes, if any, from the original plan submitted.

Section 5. Gray Water Recycling Systems for Irrigation.

A Gray Water Recycling System, if used, MUST be installed per the International Plumbing Code and Texas Administrative Code, Title 30, Part 1, Chapter 285, On-Site Sewage Facilities, Subchapter H, Disposal of Gray Water, Subparagraphs 285.80 and 285.81

Section 6. Rainwater Harvesting.

Rainwater harvesting, if used, should follow the guidelines in the Texas Manual on Rainwater Harvesting by the Texas Water Development Board, most current edition.

Section 7. Variance.

A variance to the ordinance is available to any person or entity if they can demonstrate to the City of Garden Ridge City Council after recommendation from the City Water Commission that they possess an alternative plan and seek permitting for an alternative plan that does not meet the specifications of this ordinance but does have the same conservation impact to the property in question. The determination of what constitutes “the same conservation impact to the property in question” shall be in the sole discretion of the governing body and their determination shall be legislative in nature and final. Such determination of a variance shall be based on the information provided to the Council at the time of the requested variance. All such materials must be provided to the City at least 30 days prior to any requested action by the Commission, and after Commission action, shall be set for City Council consideration at its next meeting. If supplemental information is presented, such application for variance must return to the Commission for action, prior to Council Action.

Section 8. Penalty.

A violation of this ordinance by act, or omission, including the failure to comply with any requirement of this Ordinance shall be considered a Class C misdemeanor and the municipal court shall have jurisdiction over such offense. Any person, firm, or corporation violating any provision of this ordinance shall be fined not less than one-hundred dollars (\$100) and not more than five-hundred dollars (\$500.00) for each offense. Each day such act or omission occurs, and each section of the ordinance violated constitutes a separate and independent offense.

In addition to misdemeanor prosecution, the City may seek civil penalties pursuant to Chapter 54 of the Texas Local Government Code for any violation and obtain injunction, attorney’s fees, costs of court and civil penalties of up to either \$1,000 per day or \$5,000 per day as provided by State Law. Civil penalties are cumulative to criminal penalties.

Section 9. Severability.

If any section, paragraph, subdivision, clause or phrase of this ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance as a whole or any part of any provision thereof other than the part so decided to be invalid or unconstitutional.

Section 10. Effective Date.

This ordinance shall take effect immediately upon its passage, approval and publication according to law.

PASSED AND APPROVED THIS XXXXXXXX.

Mayor

ATTEST:

City Secretary



AGENDA ITEM:	9.a) Interview Panel Recommendation-Water Comm.
SUBMITTED BY:	City Manager Ryan Rapelye
DATE SUBMITTED:	September 24, 2025
MEETING DATE:	October 1, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discussion and action on Interview Panel Recommendation for Appointment to Water Commission.

BACKGROUND

The Water Commission, established in 1987, governs the operation of the City-owned water system and ensures that the water system meets regulatory requirements established by federal, state, and other regulatory agencies as well as requirements established by the City.

The Water Commission is a recommending body with commissioners appointed by the City Council for two-year terms of office. The Water Commission consists of seven appointed residents of the City of Garden Ridge and one ex-officio City Councilmember. The Water Commission currently has one vacant position for a commission member.

The City of Garden Ridge received two applications for the current vacancy. Per Ordinance No. 210, an Interview Panel consisting of Mayor Swint, Chair Pohl, and the City Manager interviewed each applicant, and as a result, the Interview Panel recommends appointing Brian Strickland to fill the vacancy on the Water Commission (Place 5) with term expiring September 30, 2027.

ATTACHMENTS: Volunteer Interest Form and Resume submitted by Brian Strickland

REQUESTED ACTION

Motion	<input checked="" type="checkbox"/>	Resolution	<input type="checkbox"/>
Discussion	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>		

FINANCIAL

PROs / CONS

STAFF RECOMMENDATION

The Interview Panel recommends appointing Brian Strickland to the Water Commission, Place 5 with term expiring September 30, 2027.

Print

City Commission Volunteer Interest Form - Submission #5330

Date Submitted: 5/19/2025

City Commission

Volunteer Interest Form



First Name*

Last Name*

Address*

8622 Turner Ridge

Phone Number*

Email Address*

Date of Birth*

Voter Unique Identifier (VUID)

Qualifications from Ordinance No. 210*

Please check all the boxes that apply to you.

- A registered voter in Garden Ridge, TX
- Has resided in the City for at least six (6) months
- Has not been convicted of a felony
- Has not been found mentally incompetent by a final judgment of a court

Occupation

Program Manager

Please check which of the following Commission you have a desire to serve on:

- Planning and Zoning Commission
- Water Commission
- Any City Commission

Tell us why you desire to serve on a City Commission.*

I believe that water and wastewater is the single most important issue that Garden Ridge will face in the next 5 to 7 years. It will determine our growth residentially and commercially. It will also have the largest impact on rate payers.

List any Boards, Commissions or Committees you have previously served on in Garden Ridge or other entities.

Please attach your resume or a bio.*

Brian.pdf

Date

Resume

Brian Strickland, PMP

Program Manager | Pape-Dawson Engineers, LLC

Education

B.S. in Civil Engineering, Texas A&M University

MA in Strategic Security Studies, National Defense University

Registrations

Project Management Professional, No. 2103922

Bio

Mr. Strickland has 23 years of experience in program/project planning, implementation, and execution, including most of his 21-year career as an officer in the U.S. Air Force. He has a proven ability to manage multimillion-dollar budgets and multiple concurrent projects, including QA, risk management, and change management. Strengths: Leadership, team building, problem-solving, motivating, attention to detail.

Project Experience

Riverbend Water Resources District – Program Management/Owner's Representative Services, *New Boston, TX*

As program manager, Mr. Strickland leads a team to replace a degraded water system servicing the City of Texarkana and the surrounding area. He manages contracts, budget, cost, and schedule services for the new construction of a raw water intake in Wright Patman Lake, raw water transmission main, pump station, water treatment plant, and potable water transmission pipeline. The program is estimated at \$498M with an overall schedule of 7 years. Mr. Strickland is working with TWDB for funding, USACE to draw water from the lake, THC for antiquities, TCEQ for water quality, and three engineering firms to create final designs.

Lee-Williamson Water Supply Corporation – Water Infrastructure Project, *Austin, TX*

As assistant project manager, Mr. Strickland structured pre-engineering services for a wellfield and pipeline to deliver water to the Mansfield pump station. He managed the initial PMIS and GIS design, and worked to scope electrical requirements with Bluebonnet Power. Additionally, he established the geotechnical contract for the 10-mile pipeline and well site locations. He coordinated the ground survey and LiDAR survey for the preferred alignment.

U.S. Air Force – Prince Sultan Air Base, *Al Kharj, Saudi Arabia*

As program manager and commander, Mr. Strickland negotiated with the Kingdom of Saudi Arabia to build a 5,500-person temporary camp, establish ramp space for 50 aircraft, and build flightline operations and maintenance facilities at Prince Sultan Air Base. He led a team of 500 craftsmen to

establish a water treatment plant, wastewater holding facility, generator power plant, and 550 shelters on a 43-acre site. Additionally, he coordinated the siting and construction of four aircraft hangars for rotary and fixed-wing aircraft. Finally, he coordinated and directed the construction of a Patriot missile battery site.

U.S. Air Force – Shaw Air Force Base Airfield Overruns Reconstruction, Sumter, SC

As project manager, Mr. Strickland led efforts to rebuild 5 acres of pavement on either end of a busy F-16 airfield to offset thresholds for short takeoffs and landings. He coordinated the schedule to reduce downtime. He worked airfield waivers for 24-hour operations during demolition and construction. He replaced dynamic breaks in aircraft arresting systems. Overall, he ensured the safety and security of military assets and contractors over a 1-year construction period.

U.S. Air Force – Middle East Military Construction Director/Owner's Representative

Mr. Strickland represented the U.S. Air Force on congressionally budgeted military construction projects in 6 countries. He worked with USACE Middle East District on U.S. Central Command's priorities for the projection of air power. He represented the U.S. Air Force on construction of runways and ramps in Jordan, Kuwait, Oman, and United Arab Emirates (UAE); and he oversaw vertical construction in UAE, Qatar, and Kuwait.



AGENDA ITEM:	9.b) Bid Award-Municipal Ground Storage Tank
SUBMITTED BY:	City Manager Ryan Rapelye
DATE SUBMITTED:	September 23, 2025
MEETING DATE:	October 1, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discussion and action on Bid Award for Municipal Ground Storage Tank Rehabilitation Project.

BACKGROUND

The City solicited bids for the construction of the Municipal Ground Storage Tank Rehabilitation project to include recoating and miscellaneous repairs. Seven bids were received ranging from a low bid of \$169,000 to a high bid of \$314,000. Reference checks on projects supplied by the bidding contractors found that N.G. Painting, LP has completed projects to the satisfaction of the Owners and Engineers.

ATTACHMENTS: Bid Evaluation and Award Recommendation

REQUESTED ACTION

Motion	<input checked="" type="checkbox"/>	Resolution	<input type="checkbox"/>
Discussion	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>		

FINANCIAL

Budgeted Item	<input checked="" type="checkbox"/>	Original Estimate/Budget: \$240,000
Non-budgeted Item	<input type="checkbox"/>	Construction Contract: \$169,000
Not Applicable	<input type="checkbox"/>	Engineering Fee: \$36,526
		Amount Under Budget: \$34,474

PROs / CONS

N/A

STAFF RECOMMENDATION

Staff recommends awarding the Contract for the Municipal Ground Storage Tank Rehabilitation Project to the apparent low bidder submitted by N.G. Painting, LP for the amount of \$169,000.



September 23, 2025

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

RE: Municipal Ground Storage Tank Rehabilitation, City of Garden Ridge, Texas, Bid Results
Evaluation and Award Recommendation

Dear Mr. Rapelye,

Trihydro Corporation (Trihydro) evaluated bids received on Tuesday, September 16, 2025, for the City of Garden Ridge Municipal Ground Storage Tank Rehabilitation Project. The City of Garden Ridge (City) received hard copy bids, which were publicly read aloud at 2 p.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. Seven 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, N.G. Painting, LLC (N.G. Painting), was \$169,000. N.G. Painting met the requirements outlined in the Instruction to Bidders, and there were no apparent errors on the Bid Form. Trihydro also assessed N.G. Painting'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 through discussions with project references, all of which were satisfactory.

Trihydro recommends awarding the Contract to the apparent low bidder, N.G. Painting. Their base bid totals **\$169,000** 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 light blue horizontal line.

Hank Crippen, P.E., CFM
Project Manager

GARDE-024-0005

Attachment

ATTACHMENT

**BID TABULATION
CITY OF GARDEN RIDGE
MUNICIPAL GROUND STORAGE TANK REHABILITATION PROJECT
BID OPENING 9/16/2025 2:00 PM**

ITEM	DESCRIPTION	UNIT	QTY	N.G. PAINTING, LP		CFG INDUSTRIES, LLC		I & S TANK SERVICES, LLC		O & A CLASSIC COATINGS	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	BASE BID										
1	REHABILITATION OF 328,000 GALLON MUNICIPAL GROUND STORAGE TANK	LS	1	\$ 169,000.00	\$ 169,000.00	\$ 175,000.00	\$ 175,000.00	\$ 183,997.00	\$ 183,997.00	\$ 219,000.00	\$ 219,000.00
	TOTAL BASE BID				\$ 169,000.00		\$ 175,000.00		\$ 183,997.00		\$ 219,000.00

**BID TABULATION
CITY OF GARDEN RIDGE
MUNICIPAL GROUND STORAGE TANK REHABILITATION PROJECT
BID OPENING 9/16/2025 2:00 PM**

ITEM	DESCRIPTION	UNIT	QTY	VIKING PAINTING, LLC		MK PAINTING INC.		TMI COATINGS	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	BASE BID								
1	REHABILITATION OF 328,000 GALLON MUNICIPAL GROUND STORAGE TANK	LS	1	\$ 269,800.00	\$ 269,800.00	\$ 305,000.00	\$ 305,000.00	\$ 314,000.00	\$ 314,000.00
	TOTAL BASE BID				\$ 269,800.00		\$ 305,000.00		\$ 314,000.00



AGENDA ITEM:	9.c) TML Region 7 Director Election
SUBMITTED BY:	City Manager Ryan Rapelye
DATE SUBMITTED:	September 24, 2025
MEETING DATE:	October 1, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discussion and action on Texas Municipal League (TML) Region 7 Director Election.

BACKGROUND

Attached is the City of Garden Ridge’s official ballot for the Texas Municipal League (TML) Region 7 Director Election. Previously, elections for regional directors were held at regional meetings. After changes to the TML Constitution were approved last year, these elections are now administered by TML centrally.

TML has 15 regions, and each has a seat on the Board. During even-numbered years, the even-numbered regions are up for election. Terms are two years, and new terms will begin on October 31, 2025, upon adjournment of the TML Annual Conference and end on October 15, 2027, upon adjournment of the TML Annual Conference. Completed ballots must be received by TML by October 23, 2025.

Each TML member city is entitled to one vote, which must be cast by a majority vote of the city’s governing body.

ATTACHMENTS: TML Region 7 Director Election Official Ballot with Candidate Biographies

REQUESTED ACTION

Motion	<input checked="" type="checkbox"/>	Resolution	<input type="checkbox"/>
Discussion	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>		

FINANCIAL

PROs / CONS

STAFF RECOMMENDATION



TEXAS MUNICIPAL LEAGUE

Empowering Texas cities to serve their citizens

President **Allison Heyward**, Councilmember, Schertz
Executive Director **Bennett Sandlin**

September 8, 2025

To: Primary Contacts in TML Region 7

From: Bennett Sandlin, Executive Director, Texas Municipal League

Subject: Region 7 Director Ballot

Attached are the official ballot and candidate biographies for the TML Region 7 Director of the TML Board of Directors. Previously, elections for region directors were held at region meetings. After changes to the TML Constitution were approved in 2023, these elections are now administered by TML centrally.

TML has 15 regions, and each has a seat on the Board. During even-numbered years, the even-numbered regions are up for election. Terms are two years, and new terms will begin on October 31, 2025, upon adjournment of the TML Annual Conference and end on October 15, 2027, upon adjournment of the TML Annual Conference.

The attached ballot includes instructions for filling it out. If you have any questions, please contact Rachael Pitts at rpitts@tml.org or 512-231-7472.

Thank you in advance for your city's participation in the election.



OFFICIAL BALLOT

Texas Municipal League (TML) Region 7 Director Election

This is the official ballot for the election of the Region 7 director of the TML Board of Directors. You received this ballot because you are the city’s primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city’s governing body. Please record your city’s choice by placing an “X” in the square beside the candidate’s name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on October 23, 2025. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 7 Director (select one)

Ed Cimics, Councilmember, Live Oak

Norma Sánchez-Stephens, Councilmember, Cibolo

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this _____ day of _____, 2025.

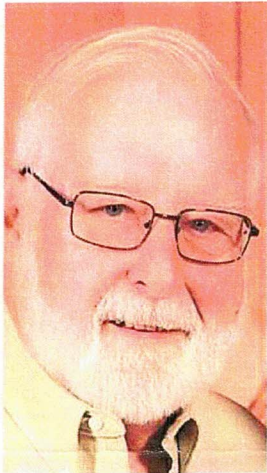
Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of City

Region 7 Director Candidate Biographies



Ed Cimics, Councilmember, Live Oak

Ed Cimics served a distinguished career in the United States Air Force for 20 years. He married in 1979, and he and his wife chose City of Live Oak their forever home in 1982. Cimics served his community after the military by joining the Live Oak Fire Department in 1997 as a volunteer. He touched many lives certifying to become an Emergency Medical Technician until 2010. He also served his community as a proud charter member of the Live Oak Lions Club from 1998 until 2009. He helped enhance Live Oak for its constituents by acquiring a memorial garden, floating fishing pier, and the first gazebo at the city park by the city lake. From 1998 to 2010, Cimics served on various City boards and commissions before deciding to run for City Council in 2010. Cimics has helped better serve his community and its citizens for the past 15 years with his seat on City Council. He also serves on the City's Economic Development Corporation helping to bring beneficial businesses to better serve the community. He also volunteers in the community as a member of Live Oak Citizens Assisting Police where they support the Live Oak Police Department and the community. Cimics has been an active member of TML for over 20 years and has attended numerous TML workshops, conferences, and trainings to be recognized as an esteemed Certified Municipal Officer for the past 15 years. He accrues a minimum of 72 hours of continuing education annually to maintain this recognition. He also completed the TML Leadership Academy. He devotes significant time to his community and brings knowledge and leadership skills to the City. He has enjoyed watching it grow and develop into a premier community for its constituents to live, learn, work, and play.



Norma Sánchez-Stephens, Councilmember, Cibolo

Norma Sánchez-Stephens is a native Texan and a longtime resident of the City's tri-county area. She graduated locally from Judson High School and earned a bachelor's degree in banking and finance from the University of Incarnate Word in San Antonio. She established a successful career in the mortgage industry for ten years. She resigned as a mortgage loan officer to stay home and care for her family when her husband was deployed to Iraq with the Army National Guard. Having the desire to remain active, Sánchez-Stephens volunteered to serve as a leader for her husband's National Guard Unit's Family Readiness Group to assist fellow service member's families during deployment. She secured her group fitness instructor certification and has served part-time at the Schertz YMCA since its opening in 2010, forging lasting bonds with Schertz and Cibolo residents that continue through today. Sánchez-Stephens officially moved to Cibolo in 2018 as their family's ideal community environment to raise their family. She and her husband, Michael, have been married 24 years, have five children (9, 11, 16, 17, and 18), and enjoy spending time with parents and siblings residing in the San Antonio area. Their family also enjoys being active within their church, community outreach, and volunteer opportunities. Since taking office, Sánchez-Stephens has actively attended TML Region 7 meetings and participated in TML's 2025 legislative day, where she has witnessed firsthand the incredible value of our cities coming together.



AGENDA ITEM:	9.d) Nominations for CAD Board of Directors
SUBMITTED BY:	City Manager Ryan Rapelye
DATE SUBMITTED:	September 24, 2025
MEETING DATE:	October 1, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discussion and action on Nominations for Comal Appraisal District Board of Directors Election.

BACKGROUND

The attachment informs local taxing entities of their right to nominate a candidate for the Comal Appraisal District (CAD) Board of Directors for the 2026 term. Each entity may nominate one candidate per open position by resolution, with nominations due by October 15, 2025.

Current Board Status: Two appointed members' terms will expire on **December 31, 2025**, and they are **not seeking re-appointment**:

- John Tyler
- James Long

Other Current Board Members:

- **Appointed (terms expire Dec 31, 2027):**
 - Eric Couch
 - Douglas Miller II
 - Robert Slupik
- **Elected (terms expire Dec 31, 2026):**
 - Robert Brown
 - Deborah Hindman
 - Rob Johnson
- **Ex-Officio Member:** Kristen Hoyt, Comal County Tax Assessor/Collector

Action Required (if City Council chooses to nominate a candidate):

- Submit names of your nominee(s) **no later than October 15, 2025**.
- Nominations must be submitted **on the official ballot** and accompanied by documentation confirming eligibility.

ATTACHMENTS: Nominations for Comal Appraisal District Board of Directors Election 2026

REQUESTED ACTION

Motion	<input checked="" type="checkbox"/>	Resolution	<input type="checkbox"/>
Discussion	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>		

FINANCIAL

PROs / CONS

STAFF RECOMMENDATION

COMAL APPRAISAL DISTRICT

900 S. SEGUIN AVENUE
NEW BRAUNFELS, TX 78130

JEFFREY J. BOOKER, RPA
CHIEF APPRAISER

September 9, 2025

Mayor Lisa Swint
City of Garden Ridge
9400 Municipal Parkway
Garden Ridge, TX 78266

REF: Board of Directors Election

Section 6.03(e) of the Texas Property Tax Code states: *“The chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1 of each odd-numbered year.”*

Below is the voting calculation worksheet that indicates the number of votes you are eligible to submit in the upcoming election of the Board of Directors for Comal Appraisal District. The official ballot will be mailed to each entity no later than October 30, 2025.

BOARD OF DIRECTORS ELECTIONS WORKSHEET 2026-2029

TAXING UNITS	2024 TAX LEVY	PERCENTAGE	VOTES
COMAL I.S.D.	\$273,185,016.22	0.53515	2676
COMAL COUNTY	96,461,013.23	0.18896	945
NEW BRAUNFELS I.S.D.	73,162,187.80	0.14332	717
CITY OF NEW BRAUNFELS	50,497,945.80	0.09892	495
CITY OF GARDEN RIDGE	2,716,077.10	0.00532	27
CITY OF SCHERTZ	7,008,778.36	0.01373	69
BOERNE I.S.D.	1,824,597.21	0.00357	18
CITY OF BULVERDE	3,854,828.84	0.00755	38
CITY OF FAIR OAKS	1,078,488.74	0.00211	11
CITY OF SELMA	587,362.38	0.00115	6
CITY OF SPRING BRANCH	75,674.85	0.00015	1
WIMBERLEY I.S.D.	29,399.08	0.00006	0
	\$ 510,481,369.61	100.00000	5000

Sincerely,



Jeffrey J. Booker, RPA
Chief Appraiser

COMAL APPRAISAL DISTRICT

900 S. SEGUIN AVENUE
NEW BRAUNFELS, TX 78130

Jeffrey J. Booker
CHIEF APPRAISER

August 27, 2025

Mayor Lisa Swint
City of Garden Ridge
9400 Municipal Parkway
Garden Ridge, TX 78266

REF: Nominations for Comal Appraisal District Board of Directors Election 2026

This letter is written notice to the presiding officer of each voting entity informing you of your right to nominate a candidate to serve on the Comal Appraisal District (CAD) Board of Directors. The taxing units in the appraisal district that are eligible to vote will appoint two directors to the 2026 CAD Board of Directors for four-year terms beginning January 1, 2026. Each voting entity may nominate one candidate for each open position by resolution as stated in the tax code quoted below:

Section 6.03(g) of the Texas Property Tax Code states *“Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit’s nominees to the chief appraiser before October 15.”*

Two of the appointed directors on the CAD Board have terms that expire on December 31, 2025. The current CAD Board members are listed below.

Appointed Board members whose terms expire December 31, 2025, are:

- John Tyler (not seeking re-appointment)
- James Long (not seeking re-appointment)

Appointed Board members whose terms expire December 31, 2027, are:

- Eric Couch
- Douglas Miller, II
- Robert Slupik

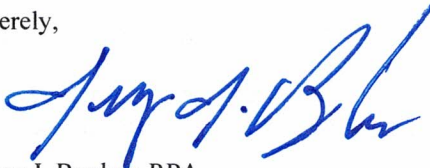
Elected Board members whose terms expire December 31, 2026, are:

- Robert Brown
- Deborah Hindman
- Rob Johnson

The above directors are joined on the board by Kristen Hoyt who serves as an ex-officio voting member as Comal County Tax Assessor/Collector.

Please submit the names of your nominee(s) to this office no later than October 15, 2025 so they may be placed on the official ballot. Please see the enclosed document for Board of Directors’ eligibility requirements.

Sincerely,



Jeffrey J. Booker, RPA
Chief Appraiser

COMAL APPRAISAL DISTRICT

900 S. SEGUIN AVENUE
NEW BRAUNFELS, TX 78130

Jeffrey J. Booker
CHIEF APPRAISER

Board of Director Eligibility Requirements

The appraisal district appraises all property in the county for ad valorem tax purposes. The board of directors is the governing body for the district.

The board employs the chief appraiser, sets general policies for the district, and adopts the budget for the district. By law, board members cannot communicate with the chief appraiser regarding appraisals, except in: (1) an open meeting of the appraisal district board of directors or another public forum; or (2) a closed meeting of the board of directors held to consult with the board's attorney about pending litigation, in accordance with Tax Code Section 6.15.

To be eligible to serve on the Board of Directors, an individual must be a resident of Comal County and must have resided in the county for at least two years immediately preceding the date the individual takes office. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a participating taxing unit.

An individual is not eligible to be appointed or to serve on the Board of Directors of an appraisal district if the individual or business entity in which the individual has a substantial interest is a party to a contract with the appraisal district. An individual is not eligible to be appointed or serve on the Board of Directors if the individual or business entity in which the individual has a substantial interest is a party to a contract with a taxing unit that participates in the appraisal district, and the contract relates to the performance of an activity governed by the Texas Property Tax Code. An individual is deemed to have a substantial interest in a business entity if the combined ownership of the individual and the individual's spouse is at least 10 percent of the voting stock or shares of the business entity, or the individual or the individual's spouse is a partner, limited partner, or officer of the business entity.

An individual is ineligible to serve on the Board of Directors and is disqualified from employment as Chief Appraiser if the individual is related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under the Texas Property Tax Code or of representing owners for compensation in proceedings in the appraisal district.

An individual is ineligible to serve on the board of directors of an appraisal district if the individual has served as a member of the board of directors for all or part of five terms, unless the individual was the county assessor-collector at the time the individual served as a board member or has been an employee of the appraisal district at any time during the preceding three years, according to Tax Code Section 6.035(a-1).

An individual is ineligible to serve if they own property in which taxes are delinquent for more than 60 days unless there is a written installment agreement for payment of taxes and any penalty and interest or a suit to collect the delinquent taxes has been abated or deferred.

Members of the board may not receive compensation for service on the board but are entitled to reimbursement for actual and necessary expenses incurred in their performance of duties and as provided by the budget adopted by the Board.



AGENDA ITEM:	9.e) City of Garden Ridge Facility Naming Policy
SUBMITTED BY:	City Manager Ryan Rapelye
DATE SUBMITTED:	September 24, 2025
MEETING DATE:	October 1, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discussion and action on City of Garden Ridge Facility Naming Policy.

BACKGROUND

As the City of Garden Ridge continues to grow and develop new public spaces and amenities, there is a need for a clear, consistent, and inclusive approach to naming city-owned facilities. To address this, a formal policy has been proposed to guide the naming of parks, public buildings, city-owned properties, and associated amenities, excluding street names which are handled separately through planning and subdivision procedures.

The policy aims to ensure that naming decisions:

- Reflect the City's history, natural features, people, organizations, and core values.
- Promote community pride and a sense of shared identity.
- Reinforce Garden Ridge's image as a safe, welcoming, and celebrated place to live, work, and visit.

Eligibility to Nominate

Any resident of Garden Ridge may propose a name for a new or unnamed City facility.

- Nominations must be submitted in writing to the **City Manager**.
- The City Manager will review submissions, conduct appropriate research, consult with City Staff, and present eligible nominations to **City Council** for final approval.

Sponsorship and Naming Rights

City facilities or portions thereof (e.g., rooms, trails) may be named in recognition of:

- **Major donors** of land, buildings, or funds.
- Individuals or entities with **notable service or contributions** to the Garden Ridge community.

Naming rights for interior spaces within a City-owned facility may be considered separately from the main structure, following the same application and approval process.

Criteria for Name Consideration

Proposed names should have a strong connection to the Garden Ridge community and may reflect:

- Local geographic, historical, or cultural significance.
- Community pride and identity.
- Natural features such as local topography, plants, or wildlife.
- Contributions of notable individuals, groups, or events.
- Memorials or commemorative purposes.
- Garden Ridge's distinct character and sense of place.

Final Approval

All naming proposals are subject to **City Council approval**.

- Public input will be considered.
- City Council retains full discretion to approve, modify, or reject any proposal based on alignment with the policy and the overall interest of the community.

ATTACHMENTS: DRAFT City of Garden Ridge Facility Naming Policy

REQUESTED ACTION

Motion	<input checked="" type="checkbox"/>	Resolution	<input type="checkbox"/>
Discussion	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>		

FINANCIAL

PROs / CONs

STAFF RECOMMENDATION

Staff recommends approval of a policy for the naming of new or currently unnamed City facilities.

Purpose

The purpose of this policy is to provide clear criteria and a consistent process for the naming of new or currently unnamed City facilities. For the purposes of this policy, “City facilities” include, but are not limited to: parks, public buildings, city-owned properties, and amenities. **This policy does not apply to the naming of streets**, which is addressed through the City’s planning and subdivision plat processes, ensuring compliance with engineering and public safety standards.

This policy is designed to ensure that all facility naming decisions reflect the history, natural features, people, organizations, and values of the City of Garden Ridge. Names should honor the City’s heritage, promote a sense of community, and reflect Garden Ridge’s identity as a safe, welcoming, and inclusive place to live, work, and visit.

Eligibility to Nominate

Any resident of the City of Garden Ridge may propose a name for a new or unnamed City facility. Nominations must be submitted in writing to the **City Manager**, who will coordinate research, consult with City Staff, and present eligible nominations to **City Council** for final consideration.

Sponsorship and Naming Rights

City facilities or elements thereof (e.g., rooms, gardens, trails) may be named in recognition of:

- Individuals or entities who have made a substantial land, building, or monetary donation to the City of Garden Ridge.
- Notable service or contributions to the Garden Ridge community, subject to City Council discretion.

Naming rights for interior spaces within a City-owned facility may be considered separately from the main structure and are subject to this same policy. All applications for naming rights or sponsorships must be submitted in writing to the **City Manager** and are subject to **City Council approval**.

Criteria for Prospective Names

Names under consideration should demonstrate a meaningful connection to the Garden Ridge community and include **at least one** of the following characteristics:

- Reflect the **geographic, historical, or cultural** significance to Garden Ridge.
 - Promote **community pride** and a sense of **hometown identity**.
 - Highlight and celebrate **local natural features** (e.g., topography, flora, fauna).
 - Recognize **notable people, groups, or events** that have shaped Garden Ridge.
 - Commemorate individuals through **memorials or special tributes**, when appropriate.
 - Reinforce the unique **sense of place** that distinguishes Garden Ridge from surrounding communities.
-

Inclusivity and Representation

In alignment with the City's values, names should reflect Garden Ridge's commitment to recognizing the contributions of individuals and communities from a broad range of backgrounds. Consideration should be given to ensuring representation of historically overlooked or underrepresented groups in City naming practices.

When a name honoring a person or group is proposed, the nomination must include **a detailed description of their contributions to the community**. The City may consult subject matter experts and community leaders to evaluate historical context and ensure that the proposed name is not offensive or divisive.

Final Approval

All naming decisions are subject to **City Council approval** following public input and review. The City Council retains full discretion in accepting, modifying, or rejecting any naming proposal based on alignment with this policy and the best interests of the community.



AGENDA ITEM:	9.f) Possible Amendments to Ord. 168 - Golf Carts
SUBMITTED BY:	City Manager Ryan Rapelye
DATE SUBMITTED:	September 24, 2025
MEETING DATE:	October 1, 2025

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discussion on amendments to Ordinance No. 168 related to the use of golf carts.

BACKGROUND

Ordinance No. 168 currently permits City of Garden Ridge employees to operate golf carts and utility vehicles on public streets within the city. However, the ordinance does not extend this allowance to the general public, except during participation in the city-sponsored annual Fourth of July parade.

At present, members of the public may operate golf carts only on private streets and within gated subdivisions where traffic is regulated by the Garden Ridge Police Department and where the posted speed limit does not exceed 35 mph.

The purpose of this item is to review and potentially expand Ordinance No. 168 to allow for broader public use of golf carts in certain areas of Garden Ridge outside of gated communities. The Garden Ridge Police Department has prepared recommendations and considerations should the City Council wish to pursue amendments to the ordinance permitting expanded golf cart use. City Council discussed this agenda item last month and requested further information from staff.

ATTACHMENTS:

REQUESTED ACTION

Motion <input type="checkbox"/>	Resolution <input type="checkbox"/>
Discussion <input checked="" type="checkbox"/>	Other <input type="checkbox"/>
Ordinance <input type="checkbox"/>	

FINANCIAL

Budgeted Item <input type="checkbox"/>	Original Estimate/Budget:
Non-budgeted Item <input type="checkbox"/>	Current Estimate:
Not Applicable <input type="checkbox"/>	Amount Under/Over Budget:

PROs / CONS

STAFF RECOMMENDATION



AGENDA ITEM:	9.g) Agenda Format/Structure
SUBMITTED BY:	City Manager Ryan Rapelye
DATE SUBMITTED:	September 24, 2025
MEETING DATE:	October 1, 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. This item was discussed with City Council in July. The City Manager will provide a presentation and examples of other agendas utilized in other Cities to establish a new structure/framework for agenda's moving forward.

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.