



City of Garden Ridge

9400 Municipal Parkway
Garden Ridge, Texas 78266-2600
- (210) 651-6632
Fax (210) 651-9638

AGENDA

REGULAR CITY COUNCIL MEETING, AUGUST 5, 2015 AT 6:00 P.M.

The Garden Ridge City Council will meet in a regular session on Wednesday, August 5, 2015 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 on August 1, 2015 before 5:00 p.m., 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 48 hours prior to this meeting.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Citizen's Participation - Limit remarks to three (3) minutes per citizen

Rules for Citizen's Participation:

The City Council welcomes citizen participation and comments at all of their Council Meetings. As a courtesy to your fellow citizens and out of respect to our elected officials, we request that if you speak, that you please follow these guidelines.

- a) Direct your comments to the entire Council, not to an individual member, nor to the audience.
- b) Show the City Council the same respect and courtesy that you would like to be shown.
- c) Limit remarks to three (3) minutes per citizen during Item 4 and to three (3) minutes per citizen during Item 8.
- d) Citizens' comments will be limited to one (1) hour in Item 4 and thirty (30) minutes in Item 8.
- e) Citizen comments may be deferred to a specific Business Item set forth in Section 6, below, if such comments pertain to such Business Item.

*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 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

THE FOLLOWING ITEMS MAY BE ACTED UPON IN A SINGLE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THESE ITEMS WILL BE HELD UNLESS REQUESTED BY A MEMBER OF CITY COUNCIL. PUBLIC COMMENT ON CONSENT AGENDA ITEMS MAY BE HEARD DURING CITIZEN'S PARTICIPATION, BUT COMMENTS HEARD DURING CITIZEN'S PARTICIPATION DOES NOT MEAN THAT THE ITEM WILL BE CONSIDERED OUTSIDE THE CONSENT AGENDA.

- a) Approval of July 1, 2015 Regular City Council Meeting Minutes
- b) Approval of July 9, 2015 Special City Council Meeting Minutes
- c) Approval of July 20, 2015 Special City Council Meeting Minutes
- d) Resignation of Robert Acosta from the Garden Ridge Police Department effective July 23, 2015
- e) Resolutions 356-082015 and 357-082015 Government/Municipal/ Public Funds Bank Resolution to add two (2) accounts at American Bank of Texas for the purpose of 2015 Capital Improvement Projects and Interest/Sinking Fund and allowing the signatures on accounts to be Nadine L. Knaus, Mayor, John McCaw, Mayor Pro-Tem, Nancy Cain, City Administrator and Shelley Goodwin, City Secretary.
- f) Resolutions 358-082015 through 370-082015 Wire Transfer Agreement with American Bank of Texas and designating Nancy Cain, City Administrator and Shelley Goodwin, City Secretary as Authorized Customer Agent to Wire Transfers for account numbers ending in 526, 807, 694, 795, 868,645, 845, 025, 033, 840, 832, 859, 844 and Agreeing to Transaction Fees.
- g) Financial Statement and Investment Report –June 30, 2015

ACTION ON THE CONSENT AGENDA

6. Business Items

The City Council may discuss, consider and/or take possible action on the following items:

- a) City Engineer Projects Update:
 - i. CIP Project for 2015
 - a. Status report
 - b. Trinity Wells
 - ii. MS4 Permit
 - iii. Citizen Complaints concerning previous CIP Project

- b) Review and discussion on the 2015 Effective and Rollback Tax Rate Calculations
- c) City Council proposal to adopt a tax rate of \$0.300200 for the 2015 tax year after compliance with all requirements related to the adoption of the proposed tax rate
- d) City Council proposal to adopt a tax rate of \$0.29999 for the 2015 tax year after compliance with all requirements related to the adoption of the proposed tax rate
- e) Announce dates and times of the Public Hearing on the proposed 2016 Budgets for the City of Garden Ridge and Public Hearings on the proposed 2015 Tax Rate for the City of Garden Ridge
- f) Planning and Zoning Commission Recommendations and Possible Action to City Council:
No business to report or consider
- g) Water Commission Recommendations and Possible Action:
 - i. Request for water bill adjustment from Gregory Czerniak, 9419 Gardenia Bend, seeking relief on March 23, 2015 – April 23, 2015 water bill due to billing for 278,000 gallons and asking said bill be adjusted based on prior usage
 - ii. Update on a water bill adjustment request from Kevin Vaille, 8830 Cherokee Path, seeking relief on May 22, 2015 to June 23, 2015 water bill due to water leak
 - iii. Proposed water rate increase.
- h) Quarry Commission Recommendations and Possible Action:
No business to report or consider
- i) Hold a discussion and possible action regarding Christmas Decoration Donations and the community involvement.
- j) Hold a discussion and possible action regarding developing a possible ordinance prohibiting hand-held mobile communication devices while operating a moving motor vehicle.
- k) Update from the Garden Ridge Deer Management Committee
- l) Update from the Garden Ridge Parks Committee

- m) Any item removed from the consent agenda will be recalled for discussion and possible action at this time.

7. State of the City

The City Council may discuss, consider and/or take possible action on the following items:

- a) City Administrator Monthly Activity Report
 - Sign approvals since prior Council meeting
 - Community Center usage and financial report
 - Building Permits issued to date for residential, commercial and minor Construction projects
 - Recognition of employees and/or city events
 - Website and Facebook
- b) Library Monthly Activity Report
 - New Patrons
 - Old Patrons
 - Library activities and classes
- c) Water Manager Monthly Activity Report
 - Water pumping/usage from city wells
 - Water system infrastructure maintenance, repairs and/or projects
 - Water and/or Drought Management
- d) Public Works Monthly Activity Report
 - Street and Right-Of-Way Maintenance
 - Drainage Facility and Easement Maintenance
 - Animal Control (domestic and wild)
 - Public Works Projects
- e) Police Department Monthly Activity Report
 - Traffic Enforcement
 - Criminal activity within city
 - Code Compliance Enforcement

8. Citizen's Participation – Limit remarks to three (3) minutes per citizen
See "Rules for Citizen's Participation" under Item 4.

9. 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:

Northeast Partnership
Schertz-Seguin Local Government Corporation ("SSLGC")
Cibolo Valley Local Government Corporation ("CVLGC")
City Water Commission

City Quarry Commission
City Planning & Zoning Commission
Garden Ridge Police Academy Alumni Association
Citizen on Patrol
Garden Ridge Lion's Club
Comal County
Comal ISD
Guadalupe County
Bexar County
Alamo Area Metropolitan Planning Organization ("MPO")
TXDOT
Joint Base Land Use Study-Randolph
Greater Bexar County Council of Cities
Lonestar Light Rail
Northeast Lakeview Friends of Nighthawk
Forest Waters Club

11. Executive Session

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

- a) Pursuant to Texas Government Code 552.071, to consult with City Attorney regarding legal issues related to setting both monetary and non-monetary compensation of city employees.

12. Business Items (continued)

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

13. 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 City Council may vote and/or act upon any item within this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, pursuant to and in accordance with Texas Government Code Section 551.071, to seek the advice of its attorney about pending or contemplated litigation, settlement offer or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflict with the Open Meetings Act and may invoke this right where the City Attorney, the Mayor or a majority of the Governing Body deems an executive session is necessary to allow privileged consultation between the City Attorney and the governing body, if considered necessary and legally justified under the

Open Meetings Act. The City Attorney may appear in person, or appear in executive session by conference call in accordance with applicable state law.

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 other city board, 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 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 is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.


Shelley Goodwin, TRMC
City Secretary

This is to certify that I, Shelley Goodwin, posted this Agenda at 8:45 a.m. on July 31, 2015 on the bulletin board located at the entrance to the Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas.


Shelley Goodwin, TRMC
City Secretary



City of Garden Ridge

9400 Municipal Parkway
Garden Ridge, Texas 78266-2600
(210) 651-6632
Fax (210) 651-9638

MINUTES OF CITY COUNCIL REGULAR MEETING, July 1, 2015

Members Present:

Mayor Nadine Knaus
Councilmember Todd Arvidson
Councilmember Bryan Lantzy
Mayor Pro-Tem John McCaw
Councilmember Bobby Roberts
Councilmember Shelby Trial

Member Absent:

None

City Staff Present:

Nancy Cain, City Administrator
Ron Eberhardt, Police Chief
Royce Goddard, Water Department Manager
Steven Steinmetz, Public Works Director
Shelley Goodwin, City Secretary

Commission Chairs Present:

Jim Bower, Water Commission Chair

1. Call to Order

With a quorum of the City Council Members present, Mayor Knaus called the regular meeting of the Garden Ridge City Council to order at 6:00 p.m. on Wednesday, July 1, 2015, in the City Council Chambers of the Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas 78266.

2. Pledge of Allegiance

Councilmember Roberts led the Pledge of Allegiance.

3. Citizen's Participation - 3 minute limit per citizen

No one wished to speak.

4. Consent Agenda

THE FOLLOWING ITEMS MAY BE ACTED UPON IN A SINGLE MOTION.
NO SEPARATE DISCUSSION OR ACTION ON ANY OF THESE ITEMS
WILL BE HELD UNLESS REQUESTED BY A MEMBER OF CITY

COUNCIL. PUBLIC COMMENT ON CONSENT AGENDA ITEMS MAY BE HEARD DURING CITIZEN'S PARTICIPATION, BUT COMMENTS HEARD DURING CITIZEN'S PARTICIPATION DOES NOT MEAN THAT THE ITEM WILL BE CONSIDERED OUTSIDE THE CONSENT AGENDA.

- a) **Approval of June 3, 2015 Regular City Council Meeting Minutes**
- b) **Recognition of Employees completing probationary period and receipt of 5% salary increase for:**
 - i. **90 day Probationary Period:**
Karen Ford as the Finance/HR position effective June 1, 2015
- c) **Financial Statement and Investment Report –May 30, 2015**

Motion: A motion was made by Councilmember Lantzy, seconded by Councilmember McCaw, to approve the Consent Agenda. The City Council voted four (4) for, none (0) opposed, and one (1) abstain (Councilmember Roberts). The motion carried unanimously.

5. Business Items

The City Council may discuss, consider and/or take possible action on the following items:

- a) **City Engineer Projects Update:**
 - i. **CIP Project for 2015**
 - a. **Status report**
 - b. **Forest Waters Circle Roadway Condition**
 - c. **Trinity Wells**

Garry Montgomery, River City Engineering, provided a PowerPoint regarding the CIP Projects for 2015 (see attached PowerPoint). He also reported that he should hear from TCEQ within the next 45 to 60 days and he will provide an update from GeoTech at the August 5, 2015 City Council Regular Meeting.

b) FY 2015 Proposed Bond discussion and update.

Nancy Cain, City Administrator, reported the City Council will need to adopt the Ordinance authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2015 at their Special Meeting scheduled for July 9, 2015. She also reported that the Ordinance they will receive in their agenda packets will have blanks, but they will receive a completed Ordinance at the meeting that will reflect the sales and interest rate information.

c) Discussion and Approval/Disapproval of the Bexar Metro 9-1-1 Network District's Proposed Fiscal Year 2015 Budget in accordance with Texas Health & Safety Code, Chapter 772.309 (previously discussed on June 3, 2015).

Nancy Cain, City Administrator, reported this agenda item was postponed at the June 3, 2015 so that Councilmember's Trial's question regarding where the Emergency Service charge of .28¢ on his phone bill goes. She stated Bexar 9-1-1 gets .22¢ and the State Emergency Equalization gets .06¢.

Motion: A motion was made by Councilmember Lantzy, seconded by Councilmember Trial, to approve the Bexar Metro 9-1-1 Network District's Proposed Fiscal Year 2016 Budget in accordance with Texas Health & Safety Code, Chapter 772.309. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

d) Discussion and Approval/Disapproval of Comal Appraisal District's proposed Fiscal Year 2016 Budget in accordance with Section 6.06(b) of the Property Tax Code.

The City Council reviewed and discussed the Comal Appraisal District FY 2016 Budget and received a presentation from Curtis Koehler Chief Appraiser, concerning the budget.

Motion: A motion was made by Councilmember Roberts, seconded by Councilmember McCaw, to approve the Comal Appraisal District's proposed Fiscal Year 2016 Budget in accordance with Section 6.06(b) of Property Tax Code. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

e) Discussion and possible nomination to the Comal Appraisal District Board of Directors in accordance with Section 6.03 (1) of the Texas Property Tax Code due to vacancy created by resignation of Gary Boldt.

Curtis Koehler, Director of CADB, stated a member of the board has resigned and by law the Board is required to ask for nominees for all participating entities.

Motion: A motion was made by Councilmember Roberts, seconded by Councilmember McCaw, to not provide a nomination to the Comal Appraisal District Board of Directors in accordance with Section 6.03 (1) of the Texas Property Tax. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

f) Planning and Zoning Commission Recommendations and Possible Action to City Council:

No business to report or consider

g) Water Commission Recommendations and Possible Action:

i. Request for water bill adjustment from Kevin Vaille, 8830 Cherokee Path, and seeking relief on April 23, 2015 to May 22, 2015 water bill due to water leak.

Jim Bower, Water Commission Chair, reported the Water Commission received a request for a water bill adjustment from Kevin Vaille. He stated the Vaille's had a leak that they were unaware of until a City employee noticed that their reading was high and brought the high usage to their attention. He also stated Royce Goddard, Water Manager had given the Vaille's a 50% adjustment on their bill of \$701.60, but they requested the bill be reduced to \$23.55 which is the amount they usually pays. The Water Commission voted two (2) in support and one (1) opposed to reduce the bill to \$23.55.

Royce Goddard, Water Manager, reported the there was a break under the foundation of the house at a coupling. The leak was hidden, but during the process of reading meters the high usage was caught and the Vailles were notified.

Motion: A motion was made by Councilmember Roberts, seconded by Councilmember Trial, to approve the recommendation of the Water Commission for water bill adjustment from Kevin Vaille, 8830 Cherokee Path, seeking relief on April 23, 2015 to May 22, 2015 water bill due to water leak in the amount of \$23.55. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

ii. Review and discussion on a request from Daniel J. Post, 22016 Deer Canyon, regarding Ordinance 54, Section 6.03 and 7.01 as they concern utility billing processes.

Jim Bower, Water Commissioner Chair, stated that Daniel Post feels Ordinance 54, Section 6.03 and 7.01 states that utility bills are to be mailed as near the first day of the month following the meter reading as possible. Mr. Post said the City is mailing the bills out before the first of the month and if the specified reading date in the Ordinance falls on a Holiday or weekend then they are being read early, which means that the due dates for your payments are not being followed correctly. The Water Commission discussed Ordinance 54 regarding the utility billing process and the TX Adm. Code Title 30, Part 1 Subsection E regarding utility billing process and stated that is what the Ordinance is based on. The Water Commission agreed by consensus to ask the City Council to direct that Ordinance 54 be rewritten so that it is clearer.

Cynthia Trevino, City Attorney, explained that Ordinance 54 is written in an old format which can be confusing, but the City of Garden Ridge is following Ordinance 54 and TX Adm. Code. She also stated that she will work on simplifying this Ordinance to make it clearer.

h) Quarry Commission Recommendations and Possible Action:

No business to report or consider

i) Update from the Garden Ridge Deer Management Committee

Councilmember Arvidson, updated the City Council on the Deer Management process. He stated the committee agreed by consensus to create an Ordinance regarding no feeding. He also stated that an ordinance regarding limited hunting will need to be created as well to help with the reduction in the large population of deer. He reported that the trap and release method will not be cost effective for the City, but something needs to be done quickly for health and safety reasons. Next meeting is scheduled for July 20, 2015 at 6pm.

The City Council discussed the limited hunting and the ordinance that will be needed to help maintain the deer population.

j) Update from the Garden Ridge Parks Committee

Councilmember Trial reported the Garden Ridge Parks Committee meet in June and developed a survey. The survey has been posted on the City website, that copies have been provided to homeowner associations and placed in the utility bills and that the survey will be handed out at the July 4th Celebration. He encouraged everyone 12 years of age and older to complete a survey. He also stated the next meeting is scheduled for July 16, 2015 at 2pm.

k) Discuss proposed 2016 Budget and 2015 Tax Rate Calendar

Nancy Cain, City Administrator, reported the 2016 Budget and 2015 Tax Rate Calendar has been provided in the agenda packet. She stated the adoption of the 2016 Budget and 2015 Tax Rate is scheduled for September 2, 2015. She also stated she will need to know if any of the City Council will be unable to attend the meetings on the calendar.

Councilmember Roberts announced that he will be out of town during the July 9, 2015 meeting.

l) Discuss sending letters to area cities acknowledging support of citizen concerns related to the asphalt plant location adjacent to the City of Garden Ridge.

Councilmember Lantzy stated he would like to see the City of Garden Ridge send a letter to all area cities thanking them for their efforts in supporting the citizen concerns on the asphalt plant.

The City Council agreed by consensus to send a letter to the surrounding cities thanking them for their support of the citizen concerns on the asphalt plant.

Councilmember McCaw stated he read an article on how TCEQ in Texas does their testing. He stated he would provide a copy of the article to the Council.

m) Any item removed from the consent agenda will be recalled for discussion and possible action at this time.

No items were pulled from the consent agenda.

6. State of the City

The City Council may discuss, consider and/or take possible action on the following items:

a) City Administrator Monthly Activity Report

- Sign approvals since prior Council meeting
- Community Center usage and financial report
- Building Permits issued to date for residential, commercial and minor
- Construction projects
- Recognition of employees and/or city events
- Website and Facebook
- TML Municipal Excellence Awards

Nancy Cain, City Administrator reported:

Sign approvals since the last Council meetings-

- No signs were approved

Community Center usage and financial report-

- Booked 7 new events

Building Permits

- Major Permits and Minor Permits - total revenue of 12,465.96 for the month.

Recognition of employees and/or events.

- Mrs. Carpenter thanked Duane Scoggin for his efforts in making a doe leave her yard.

Website and Facebook

- Website and Facebook is being updated regularly and residents are using them more

Events

- July 4th Celebration in Paul Davis Park with the Flag Raising at 10:00 am which will kick off the celebration.

b) Library Monthly Activity Report

-New Patrons

-Old Patrons

-Library activities and classes

Nancy Cain, City Administrator reported on behalf of Linda Crosland:

- May 651 visitors
- 1074 items checked out
- Events
 - Story Hour June 11, 2015-24 participants
 - Story Hour June 18, 2015-15 participants

c) Water Manager Monthly Activity Report

- Water pumping/usage from city wells

- Water system infrastructure maintenance, repairs and/or projects

- Water and/or Drought Management

Royce Goddard, Water Manager, reported:

- June – 173.80 total acre feet from the Trinity Well was pumped and 136.42 pumped from Edwards Wells. Water system infrastructure maintenance, repairs and/projects- 3 new meters installed, 18 meters replaced, 5 new service line installations and 2 leak adjustments.

d) Public Works Monthly Activity Report

- Street and Right-Of-Way Maintenance

- Drainage Facility and Easement Maintenance

- Animal Control (domestic and wild)

- Public Works Projects

Steven Steinmetz, Public Works Director, reported:

Street and Right-Of-Way Maintenance – 2 street repairs, 7 right-of-ways shredded

Drainage Facility and Easement Maintenance –18 detention pond inspections were performed.

Animal Control apprehensions, nuisance/complaints, animal bites - apprehended 11 dogs and 12 cats for the month, which totals 38 dogs and 30 cats for the year

e) Police Department Monthly Activity Report

- Traffic Enforcement**
- Criminal activity within city**
- Code Compliance Enforcement**

Ron Eberhardt, Police Chief, reported 24 alarm calls, 23 arrests, issued 128 citations and 300 warnings. He also stated there are still a few openings in the Refuse to Be a Victim class.

7. Citizen's Participation – Limit remarks to three (3) minutes per citizen
See "Rules for Citizen's Participation" under Item 4.

Mr. Brockman, 21820 Tommy Trail, stated it is hard to read the bottom of the PowerPoints because of size and blurriness.

8. 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:

**Northeast Partnership
Schertz-Seguin Local Government Corporation ("SSLGC")
Cibolo Valley Local Government Corporation ("CVLGC")
City Water Commission
City Quarry Commission
City Planning & Zoning Commission
Garden Ridge Police Academy Alumni Association
Citizen on Patrol
Garden Ridge Lion's Club
Comal County
Comal ISD
Guadalupe County
Bexar County
Alamo Area Metropolitan Planning Organization ("MPO")
TXDOT
Joint Base Land Use Study-Randolph
Greater Bexar County Council of Cities
Lonestar Light Rail
Northeast Lakeview Friends of Nighthawk
Forest Waters Club**

Councilmember Arvidson reported he attended the Car Show that was hosted by GRPCAA and felt it was a successful event.

Councilmember Lantzy encouraged the GRPCAA to hold their Car Show annually.

Councilmember McCaw also thanked the GRPCAA for their Car Show. He also thanked Public Works for their fast response to a dead deer that was in his yard.

Mayor Knaus stated she plans to attend the Executive Committee Meeting of the Joint Land Use Study.

10. Adjournment

There being no further business, the Wednesday, July 1, 2015 Garden Ridge City Council regular meeting was adjourned at 7:20 pm by Mayor Knaus.

Nadine L. Knaus
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary

**SIGN IN TO SPEAK AT THE JULY 1, 2015
CITY COUNCIL SPECIAL MEETING
CITIZEN COMMENT PERIOD**

Rules for Citizen's Participation:

The City Council welcomes citizen participation and comments at all of their Council Meetings. As a courtesy to your fellow citizens and out of respect to our elected officials, we request that if you speak, that you please follow these guidelines.

- a) Direct your comments to the entire Council, not to an individual member, nor to the audience.
- b) Show the City Council the same respect and courtesy that you would like to be shown.
- c) Limit remarks to three (3) minutes per citizen during Item 4 and to three (3) minutes per citizen during Item 9.
- d) Citizens' comments will be limited to one (1) hour in Item 4 and thirty (30) minutes in Item 9.
- e) Citizen comments may be deferred to a specific Business Item set forth in Section 7, below, if such comments pertain to such Business Item.

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 Council is limited to either a statement of specific factual information or a recitation of existing policy. TEX. GOV'T CODE § 551.042.

Disclaimer:

Any disruptive behavior, including shouting or derogatory statements or comments, will 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.

NAME	ADDRESS	SUBJECT
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		



City of Garden Ridge

9400 Municipal Parkway
Garden Ridge, Texas 78266-2600
(210) 651-6632
Fax (210) 651-9638

MINUTES OF CITY COUNCIL SPECIAL MEETING, JULY 9, 2015

Members Present:

Mayor Nadine Knaus
Councilmember Todd Arvidson
Councilmember Bryan Lantzy
Mayor Pro-Tem John McCaw
Councilmember Shelby Trial

Member Absent:

Councilmember Bobby Roberts

City Staff Present:

Nancy Cain, City Administrator
Karen Ford, Finance/HR
Ron Eberhardt, Police Chief
Royce Goddard, Water Department Manager
Steven Steinmetz, Public Works Director
Shelley Goodwin, City Secretary

Commission Chairs Present:

Jim Bowers, Water Commission Chair

1. Call to Order

With a quorum of the City Council Members present, Mayor Knaus called the special meeting of the Garden Ridge City Council to order at 6:00 p.m. on Thursday, July 9, 2015, in the City Council Chambers of the Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas 78266.

2. Citizen's Participation - 3 minute limit per citizen

No citizens spoke.

3. Business Items

The City Council may discuss, provide direction, consider and/or take possible action on the following items:

Mayor Knaus announced that the City Council would consider 4 b) and 4 c) and then recess to sign documents before considering 4 a) and 4 d).

- a) **Consideration for approval of Ordinance 182-072015 setting dates, times and place for public hearings on the proposed annexation of approximately thirteen (13) acres generally located in Comal County, north of Bindseil Road, south of Park Lane Drive and west of Bat Cave Road within 107.14 acres commonly known as Woodlands at Garden Ridge in the extraterritorial jurisdiction of the City of Garden Ridge, Texas; authorizing and directing the publication of the notice of such public hearings; authorizing and directing the Public Works Director to prepare a Service Plan.**

Nancy Cain, City Administrator, stated the City of Garden Ridge and the developer desired that all of the Woodlands at Garden Ridge to be in the city limits. The City of San Antonio released the 13 acres from their ETJ which allows us to annex the property.

Motion: A motion was made by Councilmember Lantzy, seconded by Councilmember Trial, approval of Ordinance 182-072015 setting dates, times and place for public hearings on the proposed annexation of approximately thirteen (13) acres generally located in Comal County, north of Bindseil Road, south of Park Lane Drive and west of Bat Cave Road within 107.14 acres commonly known as Woodlands at Garden Ridge in the extraterritorial jurisdiction of the City of Garden Ridge, Texas; authorizing and directing the publication of the notice of such public hearings; authorizing and directing the Public Works Director to prepare a Service Plan. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

- b) **Proposed 2015 Bond discussion and update**

Bob Henderson, Financial Advisor, introduced Dusty Traylor and Tom Pollan. Mr. Pollan provided a Final Sale Results for Combination Tax and Revenue and Certificates of Obligation, Series 2015. He also explained the City's overall debt and impact of additional funding.

- c) **Consideration and possible action concerning Ordinance 181-072015 authorizing the issuance of \$6,660,000 "City of Garden Ridge, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015"; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said certificates**

Tom Pollan, Bond Counsel, explained the Sale of Certificate, Official Statement and the structure of Ordinance 181-072015.

Motion: A motion was made by Councilmember Lantzy, seconded by Councilmember McCaw, approval of Ordinance 181-072015 authorizing the issuance of \$6,660,000 "City of Garden Ridge, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015"; authorizing the sale thereof; and enacting provisions incident and related to the issuance of said certificates. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

d) Initial presentation of proposed 2016 Fiscal Year Budgets for the City of Garden Ridge (General Fund, Water Fund, Interest & Sinking Fund, Capital Improvement Fund)

Nancy Cain, City Administrator provided an Excel presentation of the proposed budget (see attached). She stated this presentation includes all the “wish list” items from Councilmembers and Department Heads.

The City Council reviewed the all-inclusive proposed budgets, proposed tax rate increase and proposed salary increases.

The City Council agreed by consensus to letting staff prioritize their wish list and bring the results back to Council. The City Council gave directions to look at proposed FM 2252 sign if they can get a reasonable bid for a sign the same size that is currently there.

e) Proposed 2015 Property Tax Rate for the City of Garden Ridge

Nancy Cain, City Administrator, stated she currently does not have the 2015 Property Tax Rate, nor enough information at this time to estimate a tax rate.

4. Citizen's Participation – Limit remarks to three (3) minutes per citizen

See “Rules for Citizen's Participation” under Item 4.

No one wished to speak

5. Adjournment

There being no further business, the Thursday, July 9, 2015 Garden Ridge City Council regular meeting was adjourned at 8:48 pm by Mayor Knaus.

Nadine L. Knaus
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary



City of Garden Ridge

9400 Municipal Parkway
Garden Ridge, Texas 78266-2600
(210) 651-6632
Fax (210) 651-9638

MINUTES OF CITY COUNCIL SPECIAL MEETING, JULY 20, 2015

Members Present:

Mayor Nadine Knaus
Councilmember Todd Arvidson
Councilmember Bryan Lantzy
Mayor Pro-Tem John McCaw
Councilmember Bobby Roberts
Councilmember Shelby Trial

Member Absent:

None

City Staff Present:

Nancy Cain, City Administrator
Karen Ford, Finance/HR
Ron Eberhardt, Police Chief
Royce Goddard, Water Department Manager
Shelley Goodwin, City Secretary

1. Call to Order

With a quorum of the City Council Members present, Mayor Knaus called the special meeting of the Garden Ridge City Council to order at 6:00 p.m. on Monday, July 20, 2015, in the City Council Chambers of the Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas 78266.

2. Citizen's Participation - 3 minute limit per citizen

No citizens spoke.

3. Business Items

The City Council may discuss, provide direction, consider and/or take possible action on the following items:

- a) **Au updated presentation of proposed 2016 Fiscal Year Budgets for the City of Garden Ridge (General Fund, Water Fund, Interest & Sinking Fund, Capital Improvement Fund)**

Nancy Cain, City Administrator provided an Excel presentation of the proposed budget (see attached) and changes that were made since July 9, 2015 Special Meeting were highlighted.

The City Council reviewed and discussed the proposed budgets and changes made to all budgets. They also discussed the proposed water rate increase.

b) Proposed 2015 Property Tax Rate for the City of Garden Ridge

Nancy Cain, City Administrator, reviewed an estimated proposed tax rate but stated that she does not have all the tax information at this time so the figures are only estimates.

**c) File proposed 2016 Fiscal Year Budgets for the City of Garden Ridge
General Fund, Water Fund, Interest and Sinking Fund and Capital
Improvement Fund with the City Secretary**

Motion: Upon a motion made by Councilmember Lantzy and a second by Councilmember McCaw, to approve the filing of the proposed 2016 Fiscal Year Budgets for the City of Garden Ridge General Fund, Water Fund, Interest and Sinking Fund and Capital Improvement Fund with the City Secretary. The City Council voted five (5) for and (0) opposed. The motion carried unanimously.

4. Citizen's Participation – Limit remarks to three (3) minutes per citizen

See "Rules for Citizen's Participation" under Item 2.

No one wished to speak

5. Adjournment

There being no further business, the Monday, July 20, 2015 Garden Ridge City Council regular meeting was adjourned at 7:30 pm by Mayor Knaus.

Nadine L. Knaus
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary

07-09-2015

Chief Eberhardt,

Please accept this email as my letter of resignation. My last day with the city will be on 07-23-2015. After long consideration, I have decided to move forward with another agency.

It has been a pleasure working with you and the City of Garden Ridge over the past two years.

Thank you,

A handwritten signature in dark ink, appearing to read "R. Acosta", is written over a faint, circular, light-colored stamp or watermark.

Robert Acosta

356-082015

AMERICAN BANK OF TEXAS

201449

Account Purpose: Non Consumer

Account Holder Name(s): CITY OF GARDEN RIDGE; 2015 INTEREST & SINKING

Reporting SSN/TIN: [REDACTED]

Mailing Address: 9400 MUNICIPAL PKWY, GARDEN RIDGE, TX

78266-2366

phone Number: (210) 651-6632

Work #: (210) 651-6632

Number of Signatures Required: 1 CIF Number: CAA4394

ACCOUNT TYPE
Public Funds Money MarketACCOUNT NUMBER
[REDACTED]Date Opened
07-22-15

Date Revised

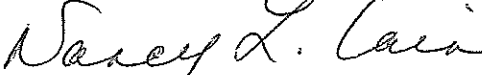
Opened By
RODVODYVerified By
ChexSystems Inc

OWNERSHIP TYPE Government/Municipal/Public Funds

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

x 

NADINE L KNAUS, MAYOR of CITY OF GARDEN RIDGE

x 

NANCY L CAIN, CITY ADMINISTRATOR of CITY OF GARDEN RIDGE

x
JOHN MCCAOW, COUNSEL MEMBER of CITY OF GARDEN RIDGEx 

SHELLEY K GOODWIN, CITY SECRETARY of CITY OF GARDEN RIDGE

(Signatures and printed names of each account signer)

The Authorized Individual(s) signing above agree(s), that the Account Holder's Account(s) will be governed by the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, the Substitute Check Policy Disclosure, the Electronic Funds Transfer Agreement and Disclosure, (if applicable), acknowledge receipt of our privacy policy (if applicable), as amended by the Financial Institution from time to time, and such other authorization documents provided to the Financial Institution from time to time. The Authorized Individual(s) also acknowledge that they have received at least one copy of these deposit account documents. The Authorized Individual(s) represent(s) that they hold the position(s) indicated above and they are authorized to enter into this Agreement on behalf of the Account Holder.

TIN/BACKUP WITHHOLDING

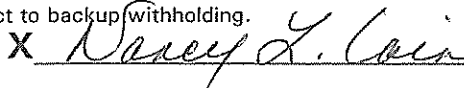
Reporting TIN: 74-2382987

Important: Under penalties of perjury, I certify that 1) the number shown above is the Government Entity's correct taxpayer identification number, 2) I am a U.S. citizen or other U.S. person (defined in the instructions), 3) I am exempt from reporting under the Foreign Account Tax Compliance Act (FATCA), and 4) that (check appropriate box):

☒ The Government Entity is not subject to backup withholding, because the Government Entity is exempt from backup withholding, or because the Government Entity has not been notified by the IRS that the Government Entity is subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified the Government Entity that the Government Entity is no longer subject to backup withholding.

☐ The Government Entity is subject to backup withholding.

Signature of Authorized Individual: x



Date

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies.

MMN = Mother's Maiden Name

Name: NADINE L KNAUS SSN: [REDACTED]
Street: 20592 TIMBER ROSE, GARDEN RIDGE, TX 78266
Mailing: 20592 TIMBER ROSE, GARDEN RIDGE, TX 78266-2353
Phone: (H): (210) 651-1032 (W): (210) 651-3476

Job: MAYOR, CITY OF GARDEN RIDGE

DOB: [REDACTED] SAN ANTONIO

MMN: TAYLOR

ID: Driver's License 06873856

Exp Date: 10-20-2015 Country: USA

St: TX

Driver's License 06873856

Exp Date: Country: USA

St:

Name: NANCY L CAIN SSN: [REDACTED]
Street: 22011 DEER CANYON, GARDEN RIDGE, TX 78266-2141
Mailing: 22011 DEER CANYON DR, GARDEN RIDGE, TX 78266-2141
Phone: (H): (210) 651-1217 (W): (210) 651-6632

Job: CITY ADMINISTRATOR, CITY OF GARDEN RIDGE

DOB: [REDACTED] San Antonio

MMN: Carter

ID: Driver's License 00166080

Exp Date: Country: USA

St:

Exp Date: Country: USA

St:

Input/Scan/Branch

GOVERNMENT / MUNICIPAL / PUBLIC FUNDS BANKING RESOLUTION

(for Deposit Accounts)

Depositor: CITY OF GARDEN RIDGE; 2015 INTEREST &
SINKING
9400 MUNICIPAL PKWY
GARDEN RIDGE, TX 78266-2366

Financial Institution: AMERICAN BANK OF TEXAS
GARDEN RIDGE
19099 FM 2252
GARDEN RIDGE, TX 78266

Account No: [REDACTED] 449

I, the undersigned Official of the Government, Municipal or Public Entity ("Entity") named above, HEREBY CERTIFY that the Entity is organized, exists and is duly authorized to transact business under the laws of the state or jurisdiction where it is located.

ACCOUNT HOLDER. CITY OF GARDEN RIDGE; 2015 INTEREST & SINKING is the complete and correct name of the Account Holder.

I FURTHER CERTIFY that at a meeting of the governing body of the Entity, duly and regularly called and held on July 22, 2015, the following resolutions were adopted:

RESOLVED, that the Financial Institution named above at any one or more of its offices or branches, be and it hereby is designated as a depository for the funds of this Entity, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing the following appropriate number of signatures: Any one (1) of the following named officers or employees of this Entity ("Agents"), whose actual signatures are shown below:

X 
NADINE L KNAUS, MAYOR of CITY OF GARDEN
RIDGE

X 
NANCY L CAIN, CITY ADMINISTRATOR of CITY OF
GARDEN RIDGE

X
JOHN MCCAWE, COUNSEL MEMBER of CITY OF
GARDEN RIDGE

X 
SHELLEY K GOODWIN, CITY SECRETARY of CITY
OF GARDEN RIDGE

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Entity's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of the Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

IN TESTIMONY WHEREOF, I have hereunto set my hand on _____, 2015 and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED TO AND ATTESTED BY:

CORPORATE

X

*Official

SEAL

X

Co-*Official

*NOTE: In case the Official is designated by the foregoing resolutions as one of the signing agents, this certificate should also be signed by a second Official of the Entity.

357-082013

AMERICAN BANK OF TEXAS

1457

Account Purpose: Non Consumer

Account Holder Name(s): CITY OF GARDEN RIDGE; 2015 CAPITAL IMPROVEMENT PROJECTS

Reporting SSN/TIN:

Mailing Address: 9400 MUNICIPAL PKWY, GARDEN RIDGE, TX 78266-2366

Phone Number: (210) 651-6632

Work #: (210) 651-6632

Number of Signatures Required: 1 CIF Number: CAA4394

ACCOUNT TYPE
Public Funds Money MarketACCOUNT NUMBER
1457Date Opened
07-22-15

Date Revised

Opened By
RODVODYVerified By
ChexSystems Inc

OWNERSHIP TYPE Government/Municipal/Public Funds

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

X *Nadine L Knaus*
NADINE L KNAUS, MAYOR of CITY OF GARDEN RIDGE

X *Nancy L. Cain*
NANCY L CAIN, CITY ADMINISTRATOR of CITY OF GARDEN RIDGE

X
JOHN MCCAW, COUNSEL MEMBER of CITY OF GARDEN RIDGE

X *Shelley K Goodwin*
SHELLEY K GOODWIN, CITY SECRETARY of CITY OF GARDEN RIDGE

(Signatures and printed names of each account signer)

The Authorized Individual(s) signing above agree(s), that the Account Holder's Account(s) will be governed by the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, the Substitute Check Policy Disclosure, the Electronic Funds Transfer Agreement and Disclosure, (if applicable), acknowledge receipt of our privacy policy (if applicable), as amended by the Financial Institution from time to time, and such other authorization documents provided to the Financial Institution from time to time. The Authorized Individual(s) also acknowledge that they have received at least one copy of these deposit account documents. The Authorized Individual(s) represent(s) that they hold the position(s) indicated above and they are authorized to enter into this Agreement on behalf of the Account Holder.

TIN/BACKUP WITHHOLDING

Reporting TIN: 74-2382987

Important: Under penalties of perjury, I certify that 1) the number shown above is the Government Entity's correct taxpayer identification number, 2) I am a U.S. citizen or other U.S. person (defined in the instructions), 3) I am exempt from reporting under the Foreign Account Tax Compliance Act (FATCA), and 4) that (check appropriate box):

☒ The Government Entity is not subject to backup withholding, because the Government Entity is exempt from backup withholding, or because the Government Entity has not been notified by the IRS that the Government Entity is subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified the Government Entity that the Government Entity is no longer subject to backup withholding.

☐ The Government Entity is subject to backup withholding.

Signature of Authorized Individual: X *Nancy L. Cain*

Date

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies.
MMN = Mother's Maiden Name

Name: NADINE L KNAUS SSN: [REDACTED]
Street: 20592 TIMBER ROSE, GARDEN RIDGE, TX 78266
Mailing: 20592 TIMBER ROSE, GARDEN RIDGE, TX 78266-2353
Phone: (H): (210) 651-1032 (W): (210) 651-3476
Job: MAYOR, CITY OF GARDEN RIDGE
DOB: [REDACTED], SAN ANTONIO MMN: TAYLOR
ID: Driver's License 06873856 Exp Date: 10-20-2015 Country: USA St: TX
Driver's License 06873856 Exp Date: Country: USA St:

Name: NANCY L CAIN SSN: [REDACTED]
Street: 22011 DEER CANYON, GARDEN RIDGE, TX 78266-2141
Mailing: 22011 DEER CANYON DR, GARDEN RIDGE, TX 78266-2141
Phone: (H): (210) 651-1217 (W): (210) 651-6632
Job: CITY ADMINISTRATOR, CITY OF GARDEN RIDGE
DOB: [REDACTED] San Antonio MMN: Carter
ID: Driver's License 00166080 Exp Date: Country: USA St:
Exp Date: Country: USA St:

Input/Scan/Branch

GOVERNMENT / MUNICIPAL / PUBLIC FUNDS BANKING RESOLUTION

(for Deposit Accounts)

Depositor: CITY OF GARDEN RIDGE; 2015 CAPITAL
IMPROVEMENT PROJECTS
9400 MUNICIPAL PKWY
GARDEN RIDGE, TX 78266-2366

Financial Institution: AMERICAN BANK OF TEXAS
GARDEN RIDGE
19099 FM 2252
GARDEN RIDGE, TX 78266

Account No: [REDACTED] 457

I, the undersigned Official of the Government, Municipal or Public Entity ("Entity") named above, HEREBY CERTIFY that the Entity is organized, exists and is duly authorized to transact business under the laws of the state or jurisdiction where it is located.

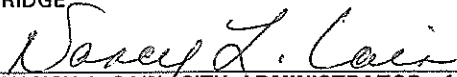
ACCOUNT HOLDER. CITY OF GARDEN RIDGE; 2015 CAPITAL IMPROVEMENT PROJECTS is the complete and correct name of the Account Holder.

I FURTHER CERTIFY that at a meeting of the governing body of the Entity, duly and regularly called and held on July 22, 2015, the following resolutions were adopted:

RESOLVED, that the Financial Institution named above at any one or more of its offices or branches, be and it hereby is designated as a depository for the funds of this Entity, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing the following appropriate number of signatures: Any one (1) of the following named officers or employees of this Entity ("Agents"), whose actual signatures are shown below:

X

NADINE L KNAUS, MAYOR of CITY OF GARDEN
RIDGE

X 

NANCY L CAIN, CITY ADMINISTRATOR of CITY OF
GARDEN RIDGE

X

JOHN MCCAOW, COUNSEL MEMBER of CITY OF
GARDEN RIDGE

X 

SHELLEY K GOODWIN, CITY SECRETARY of CITY OF
GARDEN RIDGE

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Entity's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of the Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

GOVERNMENT / MUNICIPAL / PUBLIC FUNDS BANKING RESOLUTION (for Deposit Accounts)
(Continued) Page 2

IN TESTIMONY WHEREOF, I have hereunto set my hand on _____, 2015 and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED TO AND ATTESTED BY:

CORPORATE

SEAL

X

*Official

X

Co-*Official

*NOTE: In case the Official is designated by the foregoing resolutions as one of the signing agents, this certificate should also be signed by a second Official of the Entity.

DEPOSIT PRO, Ver. 15.2.0.024 Cepr. D+H USA Corporation 1995, 2015. All Rights Reserved. TX - c:\h\c\FinTIS\1716 TR-445877



WIRE TRANSFER SERVICE AGREEMENT

CITY OF GARDEN RIDGE

By signing the Wire Transfer Service Agreement ("Service Agreement") American Bank of Texas ("Bank," "our," "us," or "we") to provide the Service described in this Service Agreement. Customer agrees that this Service Agreement sets forth the terms and conditions pursuant to which Bank will provide to Customer the Service outlined herein. In the event of inconsistency between a provision of this Service Agreement, the Uniform Commercial Code (the "UCC"), and/or the Depository Agreement, the provisions of this Service Agreement shall prevail.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Customer, intending to be legally bound, do hereby agree as follows:

1. **Authorization to Accept Payment Orders.** Bank is authorized to accept and or execute "Payment Orders," as that term is defined in Article 4-A of the Uniform Commercial Code issued by Customer Administrator(s). User(s) Authorized Customer Representatives or Authorized Customer Agents, as those terms are defined herein.

1.1 **Written or Oral Payment Orders.** Customer hereby expressly agrees to be bound by any Payment Order, whether or not authorized, issued in its name and accepted by Bank in compliance with the Security Procedure, defined below. If Customer is a business entity and not a consumer, by one or more written resolutions acceptable to the Bank and certified by Customer in accordance with Schedule A attached hereto, Customer shall designate those individuals (herein referred to as "Customer's Authorized Representative(s)") who shall be authorized to designate, on Schedule B attached hereto or other form acceptable to Bank, one or more "Authorized Customer Agents" as the sole representatives of Customer authorized to transmit and verify funds transfer instructions hereunder on behalf of Customer, and shall indicate on such Schedule the functions that each Authorized Customer Agent is authorized to conduct on behalf of Customer. Designation of Authorized Customer Agents may be altered or revoked from time to time upon written notice to the Bank from any of Customer's Authorized Representative, provided that the Bank may in its sole discretion act upon verbal notice of revocation which the Bank reasonably believes to be from any Customer's Authorized Representative(s), which revocation shall later be confirmed in writing by a Customer's Authorized Representative. Bank shall be entitled to deem any person having knowledge of any security codes required in order to initiate funds transfer instructions under this Service Agreement to be an Authorized Customer Agent. Customer may establish dollar limits and limits on daily number of Payment Orders for Authorized Customer Agents. Such limits, if any, shall be designated in Schedule D.

2. **Execution and Acceptance of Payment Orders.** Bank is hereby authorized to honor, execute and accept each and every Payment Order received by in the name of the Customer as sender or issued by an Authorized Customer Agent. If Bank elects to accept Payment Orders issued by Customer, Bank shall use reasonable efforts to comply with the Payment Order in paying the proceeds to the beneficiary, if Bank is also the beneficiary's bank, or in executing the Payment Order if Bank is not also the beneficiary's bank. Customer shall issue the Payment Order to Bank in a timely manner sufficient to allow Bank to ensure that payment is made to the beneficiary on the payment date. Bank shall be entitled to deem any person having knowledge of any security codes required in order to initiate Payment Orders under this Service Agreement to be an Authorized Customer Agent. Bank may, in all cases, rely on and accept Payment Orders issued on behalf of Customer by any individual(s) authorized by Customer to sign checks on any of Customer's depository accounts with Bank.

3. Security Procedures

3.1 Customer shall comply with the "Security Procedures" described in Schedule C attached hereto and made a part hereof, and Customer acknowledges and agrees that the Security Procedures, including (without limitation) any code, personal identification number, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure ("Security Devices") used in connection therewith, constitute commercially reasonable security procedures under applicable law for the initiation of Payment Orders. Customer authorizes Bank to follow any and all instructions given using applicable Security Procedures unless and until Customer has notified Bank, according to notification procedures prescribed by Bank, that the Security Procedures have been compromised, or otherwise become known to persons other than Customer or Authorized Customer Agents, and until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Customer's deposit account maintained with Bank, and Customer agrees and intends that the submission of Payment Orders and instructions using the Security Procedures shall be considered the same as Customer's written signature in authorizing Bank to execute such transaction. Customer acknowledges and agrees that Customer shall be bound by any and all Payment Orders initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Customer or Authorized Customer Agents to the fullest extent allowed by law. Customer further acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or Payment Orders initiated by Customer and that Customer bears the sole responsibility for detecting and preventing such error.

3.2 Customer agrees to keep all Security Procedures protected, secure and strictly confidential and to provide or make available the same only to Authorized Customer Agents. Customer agrees to instruct each Authorized Customer Agent not to disclose or provide any Security Procedures to any unauthorized person. Customer shall have responsibility to ensure the proper implementation and use of the Security Procedures by Authorized Customer Agents. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if Customer believes that any Security Procedures has been stolen, compromised, or otherwise become known to persons other than Authorized Customer Agents, or if Customer believes that any Payment Order or activity is unauthorized or in error. In the event of any actual or threatened breach of security, Bank may establish new Security Procedures as soon as reasonably practicable, but Bank shall not be liable to Customer or any third party for any delay in taking such actions.

3.3 Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if the authority of any Customer's Authorized Representative(s), or Authorized Customer Agent, shall change or be revoked.

3.4 Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures at any time and from time to time in Bank's discretion. Bank will endeavor to give Customer reasonable notice of any change in Security Procedures; provided that Bank may make any change in Security Procedures without advance notice to Customer if Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Bank's systems and assets. Customer's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Customer's agreement to the change and Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

4. Physical Security.

4.1 Customer is solely responsible for providing for and maintaining the physical, procedural, and administrative, security of data in Customer's possession or under Customer's control.

4.2 Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Customer agrees to educate agents and employees as to the risks of fraud and to train such persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify Account numbers, or any sensitive or confidential information. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or Internet fraud.

4.3 In the event of a breach of the Security Procedure, Customer agrees to assist Bank in determining the manner and source of this breach. Such assistance shall include,

but shall not be limited to, providing Bank or Bank's agent access to Customer's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Customer further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be an admission by Customer that the breach of the Security Procedure was caused by a person who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by Bank.

5. **Settlement.** The Bank is not obligated by this Service Agreement to honor, execute, or accept any Payment Order. If Bank elects to accept Payment Orders issued by Customer, Customer agrees to settle for all Payment Orders issued by Customer, Authorized Customer Agent(s) or Payment Orders otherwise made effective against Customer. Settlement shall be made by Customer to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account designated by Customer ("Authorized Account") as settlement for Payment Orders issued by Customer. Customer shall designate the Authorized Account in Schedule D attached hereto and made a part hereof. Customer shall maintain sufficient collected funds in the Authorized Account to settle for the Payment Order at the time that the Payment Order is issued. Bank may, in its sole discretion, transfer funds from the Authorized Account in excess of the collected balance and thereby create an overdraft. In this event, Customer shall promptly reimburse the Bank upon demand in the amount of the overdraft together with any interest fees or charges which would otherwise be charged to Customer as a result of an overdrawn account based upon the Bank's account rules and pricing schedules. If Bank elects to pay Customer's account in the overdraft on any one or more occasions, it shall not be considered a waiver of the Bank's rights to refuse to do so at any other time nor shall it be an agreement by the Bank to pay checks or other items in the overdraft. Bank shall have the right to charge other accounts maintained by Customer with Bank that are not designated as an Authorized Account if Bank accepts the Payment Order and the designated Authorized Account does not have sufficient balances to settle for the Payment Order. Bank may process Payment Orders in any order convenient to Bank and Bank may charge items, including settlement for Payment Orders, in any order or sequence selected by Bank.

6. Method of Issuance of Payment Orders.

6.1 **Issuance of Payment Orders.** Customer may issue Payment Orders orally, by e-mail, by fax, or in writing. Payment Orders may only be executed on a "Business Day" which is Monday through Friday, excluding Federal holidays. Payment Orders received before the cut-off time established by Bank will be processed on the same Business Day. Payment Orders received on a non-Business Day or after the cut-off time on a Business Day will be treated as being received on the next Business Day. The funds transfer cut-off time may be obtained by contacting Bank. Customer acknowledges that the Bank shall have no obligation to ascertain the identity of the beneficiary or the beneficiary's bank and shall have the right to reject any Payment Order that does not identify the account number and address of the beneficiary and the identifying number of the beneficiary's bank. Customer further acknowledges that Bank is not responsible for detecting any Customer error contained in any Payment Order sent by the Customer to the Bank. Bank may, at its option, record electronically all telephonic instructions received by Bank from Customer without further notification and may retain such recordings for any period of time selected by Bank. Customer consents to the recording of such telephone conversations. The decision of whether to record a particular conversation is within the Bank's discretion, and the Bank has no liability for failure to record.

7. **Errors in Payment Orders.** Customer agrees that Bank shall have no obligation to discover errors in Payment Orders and shall not be liable to Customer for errors made by Customer, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's bank, or for errors in the amount of the Payment Order. Bank shall likewise have no duty to discover and shall not be liable for duplicate Payment Orders issued by Customer. In the event that Customer makes an error or issues a duplicate Payment Order, Customer shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as the result of completion of the funds transfer.

8. **Use of Account Numbers.** The Customer is notified, and hereby acknowledges, that in executing or otherwise acting on a Payment Order the Bank shall rely, solely and exclusively upon identifying account or identification numbers of a beneficiary, beneficiary's bank or intermediary bank and shall not rely on the name of the beneficiary. Likewise, acceptance of a Payment Order may be made by a beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary. Customer is liable for and must settle with Bank for any funds transfer initiated by Customer that identifies the beneficiary by account or identifying number or by name and account or identifying number. The Bank shall have no duty to detect any inconsistency between the name and number contained in a Payment Order and the Customer shall be responsible for any inconsistencies. The Customer shall indemnify and hold the Bank harmless from and against any loss, liability, expense or damage that the Bank may incur as a result of such inconsistency, including, without limitation, attorneys' fees and expenses of litigation.

9. Amendments and Cancellations:

9.1 A Payment Order may be canceled by the Customer, provided the cancellation instruction is received by the Bank, and verified pursuant to the Security Procedures in effect, at a time and in a manner affording the Bank a reasonable opportunity to act prior to the Bank's acceptance of the Payment Order.

9.2 The Bank is not obligated to amend or cancel a Payment Order after acceptance, but if in Bank's sole discretion, it agrees with Customer to do so, it may condition such amendment or cancellation upon compliance with the Security Procedures. Any cancellation of a Payment Order by the Bank shall relieve the Bank of any obligation to act on such Payment Order and any amendment of a Payment Order by the Bank shall relieve the Bank of any obligation to act on such Payment Order in its un-amended form.

9.3 Customer acknowledges and agrees that after a Payment Order has been accepted by the beneficiary's bank, return of such funds must be authorized by the beneficiary and Bank has no responsibility to procure the return of such funds. If Customer asks Bank to recover funds which Bank has already transferred, Bank shall be under no obligation to do so. If Customer deposits with Bank an amount reasonably determined in good faith by Bank to approximate the costs and expenses (including attorney's fees) which Bank may incur in attempting to recover the funds transferred, Bank may, in its sole discretion make an attempt to recover the funds. In lieu of such a deposit, Bank may request Customer to provide a bond or other assurance of payment reasonably satisfactory to Bank. Upon such deposit, or the supplying of such other assurance, Bank may take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall the Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred.

9.4 Notwithstanding any provision to the contrary, if Customer is a consumer and initiates a Payment Order to a beneficiary located outside of the United States, Customer shall have the right to cancellation in accordance with the provisions in Section 9.

10. **Rejection of Payment Order.** Customer agrees that Bank has no obligation to accept a Payment Order and therefore may reject any Payment Order issued by Customer. Bank has no obligation to notify Customer of the rejection of the Payment Order issued by Customer but Bank may so notify at its option. Bank shall have no liability to Customer for rejection of a Payment Order and shall not be liable to pay interest to Customer even if the amount of Customer's Payment Order is fully covered by a withdrawable credit balance in an Authorized Account of Customer or the Bank has otherwise received full payment from Customer.

11. Use of Correspondents, Agents, and Systems.

11.1 The Customer agrees that in executing any Payment Order the Bank may make use of such correspondents, agents and Payment Order and communication systems as it deems necessary or desirable to execute such Payment Order. To the fullest extent permitted by law (a) such correspondents, agents and systems shall be deemed to be agents of the Customer and the Bank shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mistake in payment by any of them, and (b) the Bank shall not be liable for any errors, mutilations, mis-delivery, or failure of delivery in the transmission of any Payment Order by such correspondents, agents and Payment Order and communication systems or for any suspension of any means of communication or for any imposition of a censorship, exchange control or other restriction by such correspondents, agents and Payment Order and communication systems, all such risk being borne by the Customer.

11.2 Each Payment Order, amendment or cancellation thereof, carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not the Bank is a member of the system. Any Payment Order or cancellation thereof may be transmitted by any bank by use of the funds transfer system of the Federal Reserve Bank ("Fedwire"). The rights and obligations of the Bank and the Customer with respect to any Payment Order; any part of which is carried out through the use of the Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Bank. The Customer acknowledges the Bank's right to reserve, adjust, stop payment, or delay posting of an executed Payment Order is subject to the laws, regulations, circulars, and rules described in this Section 11.

12. **Compliance with Laws.** Customer agrees to comply with all applicable laws, rules, procedures and regulations with respect to the use of its accounts at the Bank and its use of the service described in this Service Agreement. The Bank will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). If any Payment Order is to a person or entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law the Bank shall not complete the transfer and

shall "block" the funds until such time that OFAC issues a written release to the Bank.

13. Unauthorized Transactions and Other Errors. The Bank shall provide the Customer with advices describing each Payment Order paid or executed on behalf of the Customer. Such advices shall be mailed not later than the business day following the day of execution or payment to a beneficiary of a Payment Order or as determined by the Bank in its discretion. The Customer shall notify the Bank of any discrepancy between the Payment Order and the related funds transfer, or of any unauthorized transaction or other error on the next business day following receipt of any advice or within 14 calendar days of the delivery or mailing by Bank (whichever occurs first) of any statement of account relating to the Authorized Account, whichever is earlier, which time limits Customer agrees are reasonable. If notification of an unauthorized transaction or other error is communicated orally, it shall be confirmed promptly in writing. The Customer will be deemed to have received any advices and statements of account that are mailed by the Bank five business days after such mailing. The Bank shall have no liability to the Customer for any loss or damage sustained by the Customer arising out of any Payment Order referenced in a statement of account for the Authorized Account or in an individual advice, and no legal proceeding or action shall be brought by Customer against Bank to recover such loss or damage, unless (a) Customer shall have given the written notice as provided for herein, and (b) such legal proceeding or action shall be commenced within the period established by UCC 4A. Customer waives any right to seek or enforce payment of attorneys' fees related thereto.

14. Indemnification. Customer shall be liable to the Bank for and shall indemnify and hold the Bank and its affiliates and their respective officers, directors, employees and agents harmless from and against any and all claims, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses arising or resulting from acts or omissions of Customer, or from the provision of invalid or inaccurate data by Customer or by any other person or entity acting on Customer's behalf, including without limitation (a) a breach by Customer of any provision of this Service Agreement; (b) the Bank's debiting or crediting of the account of any person or entity as requested by Customer; and (c) the failure to act or the delay of any financial institution other than the Bank.

15. Limitation of Liability.

15.1 The Bank shall be responsible only for performing the funds transfer services described in this Service Agreement and shall be liable only for its own gross negligence or willful misconduct in performing these Services. The Bank shall not be liable for acts or omission by Customer or any other person or entity, including without limitation any funds transfer systems, any Federal Reserve Bank, any beneficiary's bank and any beneficiary, none of which shall be deemed the Bank's agent. Without limitation, the Bank shall be excused from delaying or failing to act if caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, strikes or other circumstances beyond the Bank's control. In addition, the Bank shall be excused from delaying or failing to execute a funds transfer due to any changes in the rules, regulations and policies of the Federal Reserve Board that affect the Bank's ability to send or receive funds at any time, for any reason, if the funds transfer would result in the Bank's exceeding any limitation on its intra-day net funds position established through Federal Reserve guidelines or if the funds transfer would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of any other governmental regulatory authorities.

15.2 Except as otherwise required by applicable law, the Bank shall not be liable for any loss or liability arising from (a) any inaccuracy or failure to act on the part of any person not within the Bank's reasonable control, including but not limited to the failure of any other financial institution(s) to provide accurate or timely information to the Bank or the Customer, (b) the failure of other financial institutions to accept payment orders, (c) Customer's negligence, wrongful act or breach of this Service Agreement, or (d) any ambiguity or inaccuracy in any instruction given to the Bank by Customer.

15.3 IN NO EVENT SHALL THE BANK BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT LOSSES OR DAMAGES suffered OR INCURRED BY CUSTOMER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS SERVICE AGREEMENT, INCLUDING WITHOUT LIMITATION SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE BANK'S ACTS OR OMISSIONS, REGARDLESS OF WHETHER THE BANK KNEW OR SHOULD HAVE KNOWN SUCH LOSSES OR DAMAGES MIGHT BE INCURRED. ANY LIABILITY OF THE BANK FOR LOSS OF INTEREST RESULTING FROM ITS ERROR OR DELAY SHALL BE CALCULATED USING A RATE EQUAL TO THE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK OF NEW YORK FOR THE PERIOD INVOLVED. PAYMENT WILL BE MADE BY CREDITING THE APPROPRIATE ACCOUNT AT THE BANK INVOLVED IN THE FUNDS TRANSFER. THE BANK SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S ATTORNEYS' FEES.

16. International Payment Orders. Funds transfers to beneficiaries outside of the United States may be paid to the beneficiary in the foreign currency of the country to which the funds are transferred. It is the responsibility of Customer to notify the beneficiary that the funds originated in U.S. dollars may be paid to the beneficiary in the currency of the country to which the funds are transferred at the bank's buying rate of exchange for wire transfers. (Each intermediary, receiving and beneficiary bank may deduct funds transfer fees from the amount of the payment order.) Bank is not responsible for fluctuations in exchange rates. Customer may wire foreign currency if requested currency is available.

16.1 International Payment Orders Initiated by Business Customer. If Customer is a business entity, Customer represents, warrants and agrees that Customer is not a consumer and that Authorized Account was not established primarily for personal, family or household purposes and Customer acknowledges, agrees, represents and warrants that any and all funds transfers initiated by Customer or an Authorized Representative to a beneficiary located in a foreign country are for business purposes only and not for personal, family or household purposes, are not subject to the provisions of the Electronic Funds Transfer Act ("EFTA") and/or Regulation E, and are not remittance transfers as that term is defined in the EFTA and/or Regulation E.

16.2 Remittance Transfers. If Customer is a consumer and if Customer (primarily for personal, family, or household purposes) requests a funds transfer in excess of \$15.00 be sent to a designated recipient (a person or an organization) to be received at a location in a foreign country (any location outside of the United States, or one of its territories or possessions, or Puerto Rico), the funds transfer is a type of wire transfer known as a "remittance transfer." Federal law and regulation grant rights and impose duties related to remittance transfers that may not apply to other types of wire transfers (such as, for example, certain cancellation rights, error resolution rights and the duty to give disclosures when a remittance transfer is requested and made). If any of the other provisions of this Agreement conflict with the provisions of this section 0 the terms of this section 0 control. If any provision of this Agreement is inconsistent with the remittance transfer disclosure(s) that Bank gives Customer, the terms of the remittance transfer disclosure(s) control. The following terms apply to remittance transfers:

16.3 In addition to Bank's right to reject any payment order for any reason, without notice to Customer, Bank may, but is not required to, refuse to process Customer's remittance transfer request if (i) the Authorized Account on which the remittance transfer is requested has not been opened for at least one year, (ii) the request is for a remittance transfer scheduled one or more business days before the date of transfer, (iii) the request is for a repetitive remittance transfer, (iv) the request is for a series of preauthorized remittance transfers, (v) the amount of the remittance transfer request exceeds a certain dollar amount set by Bank, or (vi) the total of Customer's remittance transfers during the 6 months immediately prior to Customer's current remittance transfer request when added to the amount of Customer's current remittance transfer request exceed a certain dollar amount set by Bank. Customer agrees to contact the Bank Wire Transfer Department to determine the dollar caps. Customer agrees that Bank may change the dollar caps at any time without notice to Customer. Customer agrees to the revised dollar caps if Customer requests a remittance transfer after the change(s).

16.3.1 Customer understands and agrees that the designated recipient may receive less than the amount of the "Transfer Amount" of the remittance transfer due to fees charged by third parties including, but not limited to, the recipient's bank and foreign taxes.

16.3.2 When Customer requests a remittance transfer, Customer agrees to provide the correct account number for the designated recipient's account and the correct recipient institution identifier. When Customer provides Bank with an incorrect account number for the designated recipient or an incorrect recipient institution identifier in connection with a remittance transfer, Bank and every receiving or beneficiary institution may rely on that account number and recipient institution identifier to make payment even if it identifies a financial institution, person or account other than the one named. An incorrect account number or incorrect recipient institution identifier may cause the funds to be misdirected, and Customer could lose the funds if (i) Bank, prior to sending the remittance transfer, uses reasonably available means to verify that the recipient institution identifier provided by Customer corresponds to the recipient institution name provided by Customer, (ii) Bank provided notice to Customer, before Customer made payment for the remittance transfer, that an incorrect account number or incorrect recipient institution identifier may cause the funds to be misdirected and Customer could lose the funds, (iii) Bank shows that the incorrect account number or recipient institution identifier resulted in the deposit of the remittance transfer into an account other than the designated recipient's account, and (iv) Bank promptly uses reasonable efforts to recover the funds for Customer (even if Bank is not successful in recovering the funds). Customer acknowledges and agrees that section 0 is notification to Customer that when Customer provides Bank with an incorrect account number or incorrect recipient institution identifier, the funds may be misdirected and Customer could lose the funds.

16.3.3 Customer has a right to cancel a remittance transfer and obtain a refund of all funds paid to Bank, including any fees, if (i) Bank receives Customer's request to cancel no later than 30 minutes after Customer makes payment for the remittance transfer, (ii) Customer's request to cancel enables Bank to identify Customer's name and address or telephone number and the particular remittance transfer to be cancelled (including the amount and location where the funds were sent), and (iii) the

transferred funds have not been picked up by the designated recipient or deposited into an account of the designated recipient.

17. **Customer Cooperation.** In the event that the Bank is entitled under the law governing mistake and restitution to recover from any beneficiary all or any part of a funds transfer made to such beneficiary hereunder, Customer shall upon the Bank's request but without expense to the Bank testify in any legal proceedings and otherwise take any action necessary to assist or enable Bank to recover from such beneficiary. Customer hereby consents to the Bank's disclosure to government authorities of information concerning the Customer and transactions under this Service Agreement that the Bank believes to be appropriate or necessary to fulfill legal recordkeeping and reporting requirements.

18. **Furnishing Information.** Upon request the Customer will provide the Bank with any transaction information necessary for the Bank to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Payment Orders, including but not limited to, dollar amounts, account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.

19. **Transactions with Banks.** If the Customer is a bank (as defined in UCC 4A), and under applicable law the Customer is not deemed the originator of the order to which a Payment Order relates, the Customer agrees to indemnify and hold the Bank harmless for any loss or liability owed to such originator to the extent that such loss or liability would not have been incurred if the Customer had been an originator.

20. **Prohibited Transactions.** Customer agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Customer is bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in Customer being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

21. **Entire Agreement.** The Business Account Agreement governing Customer's account (the "Account Agreement"), and this Service Agreement (a) constitute the entire agreement between the Bank and Customer regarding the use of the Bank's funds transfer service; (b) supersede any prior agreements between the Bank and Customer regarding funds transfers and (c) shall be binding upon and enforceable against Customer's successors and assigns. If any inconsistency exists between the Account Agreement and this Service Agreement, the terms of this Service Agreement shall control. If any part of this Service Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect.

22. **Amendments.** Bank may amend this Service Agreement from time to time upon written notice to the Customer. In the event that performance of services under this Service Agreement would result in a violation of any present or future statute, regulation or governmental policy to which the Bank is subject, then this Service Agreement shall be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively, the Bank may terminate this Service Agreement if it deems such action necessary or appropriate under the circumstances. The Bank shall have no liability to the Customer as a result of any such violation, amendment or termination. Any practices or course of dealings between the Bank and the Customer, or any procedures or operational alterations used by them, shall not constitute a modification of this Service Agreement nor shall they be construed as an amendment to this Service Agreement.

23. **Payment for Services.** The Customer shall pay the Bank the charges for the services provided in connection with this Service Agreement, as set forth in Bank's Fee Schedule attached hereto as Schedule E. All fees and services are subject to change upon thirty (30) days prior written notice from the Bank. Such charges do not include, and the Customer shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the Depository Agreement between the Bank and the Customer with respect to the Account.

24. **Termination.** Customer may terminate this Service Agreement at any time. Such termination shall be effective on the second business day following the day of Bank's receipt of written notice of such termination or such later date as is specified in that notice. Bank reserves the right to terminate this Service Agreement immediately upon providing written notice of such termination to Customer. Any termination of this Service Agreement shall not affect any of Bank's rights and Customer's obligations with respect to Entries initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Service Agreement.

25. **Non-Assignment.** The Customer may not assign this Service Agreement or any of the rights or duties hereunder to any person without the Bank's prior written consent.

26. **Waiver.** The Bank may waive enforcement of any provision of this Service Agreement. Any such waiver shall not affect the Bank's rights with respect to any other transaction or modify the terms of this Service Agreement.

27. **Binding Agreement; Benefit.** This Service Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, heirs, and assigns. This Service Agreement is not for the benefit of any other person, and no other person shall have any right against the Bank or the Customer hereunder.

28. **Headings.** Headings are used for reference purposes only and shall not be deemed part of this Service Agreement.

29. **Severability.** In the event that any provision of this Service Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Service Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

30. **Notices, Instructions, Etc.**

30.1 Except as stated herein, the Bank shall not be required to act upon any notice or instruction received from the Customer or any other person, or to provide any notice or advice to the Customer or any other person with respect to any matter.

30.2 The Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of Customer, and any such communication shall be deemed to have been signed by such person. Such notice shall be effective on the second Business Day following the day received by the Bank.

30.3 Except as stated herein, any written notice or other written communication required or permitted to be given under this Service Agreement shall be delivered or sent by US mail, if to Customer, at the address of Customer on the books of Bank and if to Bank, at the following address:

American Bank of Texas
Attention: Wire Transfer Dept.
P.O. Box 1234
Sherman, TX 75090

unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise stated herein, any such notice shall be deemed given when received.

31. **Governing Law.** This Service Agreement will be governed by and construed in accordance with the laws of the State of Texas and applicable federal law, excluding its conflict of law principals.

IN WITNESS WHEREOF the parties hereto have caused this Service Agreement to be executed by their duly authorized officers.

American Bank of Texas

By: _____

(Signature)

Name:

Title:

Customer

By: _____

(Signature)

Name: NANCY CAIN

Title: CITY ADMINISTRATOR

**RESOLUTION
SCHEDULE A
TO WIRE TRANSFER SERVICE AGREEMENT**

I, NANCY CAIN, CITY ADMINISTRATOR

(Title) of CITY OF GARDEN RIDGE, (herein called "Customer"), hereby certify that the Customer is a: (check one)

Type of Organization:

- ☐ Corporation
☐ Limited Liability Customer
☐ Partnership
☐ Sole Proprietorship
☒ Public Funds

Governing Body:

- ☐ Board of Directors
☐ Members and/or Managers
☐ Partners
☐ Owner
☒ Treasurer

Formed under the laws of _____

At a meeting of the Governing Body of Customer held at its office in the city of _____ on _____ pursuant to due notice, at which a quorum of the Governing Body was present, on motion, duly seconded, the following resolutions were unanimously adopted:

Resolved, that in consideration of the American Bank of Texas ("Bank") entering into a Funds Transfer Service Agreement with Customer:

- (1) The following officer(s) of Customer:

Typed or Printed

Name: NANCY CAIN

Title: CITY ADMINISTRATOR

Signature: _____

Typed or Printed

Name: _____

Title: _____

Signature: _____

Typed or Printed

Name: SHELLEY GOODWIN

Title: CITY SECRETARY

Signature: _____

Typed or Printed

Name: _____

Title: _____

Signature: _____

is/are hereby designated as "Customer's Authorized Representative(s)" and authorized, for and on behalf of Customer: (i) to execute and deliver to the Bank, the Service Agreement (including all appendices) attached hereto, which has been reviewed and approved by the Governing Body; (ii) to designate not less than two (2) Authorized Customer Agents in accordance with the Service Agreement as the representatives of Customer authorized to transmit and verify transfer instructions to the Bank; (iii) to modify, substitute, or revoke, in accordance with the Service Agreement, the designation of Authorized Customer Agents; (iv) to execute and deliver to the Bank, in accordance with the Service Agreement, any waiver or special agreement between Customer and the Bank respecting Customer Callback procedures or additional Security Procedures, including any such waiver or special agreement respecting the Bank's standard of care or obligating Customer to indemnify the Bank; and (v) to execute and deliver to the Bank any other written agreement, amendment, or notice respecting the rights and obligations of the parties to the Service Agreement.

- (2) The Bank shall be entitled to rely on this Resolution for the identification of the names and signatures of the persons holding the aforementioned offices of Customer until such resolution or resolutions are superseded by a later resolution. Bank shall be indemnified against and held harmless by Customer from any and all claims, demands, losses, damages, costs or expenses (included but not limited to, attorneys' fees incurred in the enforcement hereof) in connection with or arising out of Bank's honoring any signature or other request of any person so certified or refusing to honor any signature or other request not so certified by this Resolution.

- (3) Any and all actions taken by any of the officers or representatives of Customer, for and on behalf and in the name of Customer, with the Bank prior to the adoption of this Resolution, including but not limited to requests for funds transfers and the negotiation of funds transfer agreements, are hereby ratified, confirmed and approved in all respects for all purposes.

- (4) This Resolution will continue in full force and effect until the Bank shall receive (i) a subsequent Resolution which shall have the effect of canceling the previous Resolution; or (ii) notice in writing from the Secretary or any Assistant Secretary of Customer of the revocation thereof by a resolution duly adopted by the Board.

- (5) This Resolution shall, when delivered to the Bank, constitute a part of the Service Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

This is to certify that the above is a true and correct copy of the resolutions unanimously adopted, on the motion duly seconded, at a meeting of the Governing Body of _____ an entity organized under the laws of _____ held at its office in the city of _____ on _____ pursuant to due notice at which meeting a quorum of the Governing Body was present; and that said resolutions are duly entered upon the Minute Book of Customer and are now in full force and effect.

Signed and delivered to the Bank, this _____ day of _____, 20 _____.

CUSTOMER:

BY: _____
(Secretary or Cashier)

DESIGNATION OF AUTHORIZED CUSTOMER AGENT
SCHEDULE B
TO WIRE TRANSFER SERVICE AGREEMENT
(Complete a separate Designation Form for each Customer Account)

Account Number: 926

Authorized Customer Agent(s):

Type or Printed Name: <u>NANCY CAIN</u> Title: <u>CITY ADMINISTRATOR</u> _____ (Signature)	Type or Printed Name: <u>SHELLEY GOODWIN</u> Title: <u>CITY SECRETARY</u> _____ (Signature)	Type or Printed Name: _____ Title: _____ _____ (Signature)
Type or Printed Name: _____ Title: _____ _____ (Signature)	Type or Printed Name: _____ Title: _____ _____ (Signature)	Type or Printed Name: _____ Title: _____ _____ (Signature)

FUNDS TRANSFER SECURITY PROCEDURES
SCHEDULE C
TO WIRE TRANSFER SERVICE AGREEMENT

SECURITY PROCEDURES

This Schedule shall constitute a part of the Wire Transfer Service Agreement in effect between the Bank and Customer. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

The following are the Security Procedures referred to in the Service Agreement between the undersigned Customer and the Bank. Customer acknowledges that the Security Procedures are commercially reasonable in the context of the Customer's operation, requirements, and internal procedures. **CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN CUSTOMER'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH THE SECURITY PROCEDURES DESCRIBED BELOW.**

The following Security Procedures shall apply with respect to all funds transfers (or amendments or cancellations thereto) of Customer under the Service Agreement:

Call-Back Verification of Authenticity for Wire Transfers. The Bank shall verify Wire Transfers exceeding a dollar amount set by Bank in Bank's sole discretion, as a condition to the Bank's execution of same, by way of return telephone call to Customer or an authorized representative. (hereinafter referred to as "Callback"). At the time of the Callback, the Customer or authorized representative confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with verification of the information on the Wire Transfer request. Bank will call only the telephone number designated by Customer below. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the security procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer.

Name <u>NANCY CAIN</u> <u>SHELLEY GOODWIN</u> _____ _____ _____	Telephone Number <u>210-651-6632</u> <u>210-651-6632</u> _____ _____ _____
--	---

CUSTOMER

By: _____

(Signature)

Name: NANCY CAIN

Title: CITY ADMINISTRATOR

Date: _____

**DESIGNATION OF AUTHORIZED CUSTOMER AGENT
SCHEDULE B
TO WIRE TRANSFER SERVICE AGREEMENT**
(Complete a separate Designation Form for each Customer Account)

Account Number: 24107

Authorized Customer Agent(s):

Type or Printed	Type or Printed	Type or Printed
Name: <u>NANCY CAIN</u>	Name: <u>SHELLEY GOODWIN</u>	Name: _____
Title: <u>CITY ADMINISTRATOR</u>	Title: <u>CITY SECRETARY</u>	Title: _____
_____ (Signature)	_____ (Signature)	_____ (Signature)
Type or Printed	Type or Printed	Type or Printed
Name: _____	Name: _____	Name: _____
Title: _____	Title: _____	Title: _____
_____ (Signature)	_____ (Signature)	_____ (Signature)

**FUNDS TRANSFER SECURITY PROCEDURES
SCHEDULE C
TO WIRE TRANSFER SERVICE AGREEMENT**

SECURITY PROCEDURES

This Schedule shall constitute a part of the Wire Transfer Service Agreement in effect between the Bank and Customer. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

The following are the Security Procedures referred to in the Service Agreement between the undersigned Customer and the Bank. Customer acknowledges that the Security Procedures are commercially reasonable in the context of the Customer's operation, requirements, and internal procedures. CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN CUSTOMER'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH THE SECURITY PROCEDURES DESCRIBED BELOW.

The following Security Procedures shall apply with respect to all funds transfers (or amendments or cancellations thereto) of Customer under the Service Agreement:

Call-Back Verification of Authenticity for Wire Transfers. The Bank shall verify Wire Transfers exceeding a dollar amount set by Bank in Bank's sole discretion, as a condition to the Bank's execution of same, by way of return telephone call to Customer or an authorized representative. (hereinafter referred to as "Callback"). At the time of the Callback, the Customer or authorized representative confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with verification of the information on the Wire Transfer request. Bank will call only the telephone number designated by Customer below. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the security procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer.

Name	Telephone Number
<u>NANCY CAIN</u>	<u>210-651-8632</u>
<u>SHELLEY GOODWIN</u>	<u>210-651-8632</u>
_____	_____
_____	_____
_____	_____

CUSTOMER

By: _____

(Signature)
Name: NANCY CAIN

Title: CITY ADMINISTRATOR

Date: _____

DESIGNATION OF AUTHORIZED CUSTOMER AGENT
SCHEDULE B
TO WIRE TRANSFER SERVICE AGREEMENT
 (Complete a separate Designation Form for each Customer Account)

Account Number:

Authorized Customer Agent(s):

Type or Printed	Typed or Printed	Typed or Printed
Name: <u>NANCY CAIN</u>	Name: <u>SHELLEY GOODWIN</u>	Name: <u> </u>
Title: <u>CITY ADMINISTRATOR</u>	Title: <u>CITY SECRETARY</u>	Title: <u> </u>
<u> </u>	<u> </u>	<u> </u>
(Signature)	(Signature)	(Signature)
Type or Printed	Typed or Printed	Typed or Printed
Name: <u> </u>	Name: <u> </u>	Name: <u> </u>
Title: <u> </u>	Title: <u> </u>	Title: <u> </u>
<u> </u>	<u> </u>	<u> </u>
(Signature)	(Signature)	(Signature)

FUNDS TRANSFER SECURITY PROCEDURES
SCHEDULE C
TO WIRE TRANSFER SERVICE AGREEMENT

SECURITY PROCEDURES

This Schedule shall constitute a part of the Wire Transfer Service Agreement in effect between the Bank and Customer. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

The following are the Security Procedures referred to in the Service Agreement between the undersigned Customer and the Bank. Customer acknowledges that the Security Procedures are commercially reasonable in the context of the Customer's operation, requirements, and internal procedures. **CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN CUSTOMER'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH THE SECURITY PROCEDURES DESCRIBED BELOW.**

The following Security Procedures shall apply with respect to all funds transfers (or amendments or cancellations thereto) of Customer under the Service Agreement:

Call-Back Verification of Authenticity for Wire Transfers. The Bank shall verify Wire Transfers exceeding a dollar amount set by Bank in Bank's sole discretion, as a condition to the Bank's execution of same, by way of return telephone call to Customer or an authorized representative. (hereinafter referred to as "Callback"). At the time of the Callback, the Customer or authorized representative confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with verification of the information on the Wire Transfer request. Bank will call only the telephone number designated by Customer below. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the security procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer.

Name	Telephone Number
<u>NANCY CAIN</u>	<u>210-651-6632</u>
<u>SHELLEY GOODWIN</u>	<u>210-651-6632</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

CUSTOMER

By:
 (Signature)
 Name: NANCY CAIN
 Title: CITY ADMINISTRATOR
 Date:

**DESIGNATION OF AUTHORIZED CUSTOMER AGENT
SCHEDULE B
TO WIRE TRANSFER SERVICE AGREEMENT**
(Complete a separate Designation Form for each Customer Account)

Account Number: 78868

Authorized Customer Agent(s):

Type or Printed	Typed or Printed	Typed or Printed
Name: <u>NANCY CAIN</u>	Name: <u>SHELLEY GOODWIN</u>	Name: _____
Title: <u>CITY ADMINISTRATOR</u>	Title: <u>CITY SECRETARY</u>	Title: _____
_____	_____	_____
(Signature)	(Signature)	(Signature)
Type or Printed	Typed or Printed	Typed or Printed
Name: _____	Name: _____	Name: _____
Title: _____	Title: _____	Title: _____
_____	_____	_____
(Signature)	(Signature)	(Signature)

**FUNDS TRANSFER SECURITY PROCEDURES
SCHEDULE C
TO WIRE TRANSFER SERVICE AGREEMENT**

SECURITY PROCEDURES

This Schedule shall constitute a part of the Wire Transfer Service Agreement in effect between the Bank and Customer. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

The following are the Security Procedures referred to in the Service Agreement between the undersigned Customer and the Bank. Customer acknowledges that the Security Procedures are commercially reasonable in the context of the Customer's operation, requirements, and internal procedures. **CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN CUSTOMER'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH THE SECURITY PROCEDURES DESCRIBED BELOW.**

The following Security Procedures shall apply with respect to all funds transfers (or amendments or cancellations thereto) of Customer under the Service Agreement:

Call-Back Verification of Authenticity for Wire Transfers. The Bank shall verify Wire Transfers exceeding a dollar amount set by Bank in Bank's sole discretion, as a condition to the Bank's execution of same, by way of return telephone call to Customer or an authorized representative. (hereinafter referred to as "Callback"). At the time of the Callback, the Customer or authorized representative confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with verification of the information on the Wire Transfer request. Bank will call only the telephone number designated by Customer below. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the security procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer.

Name

NANCY CAIN

SHELLEY GOODWIN

Telephone Number

210-651-6632

210-651-6632

CUSTOMER

By: _____

(Signature)

Name: NANCY CAIN

Title: CITY ADMINISTRATOR

Date: _____

DESIGNATION OF AUTHORIZED CUSTOMER AGENT
SCHEDULE B
TO WIRE TRANSFER SERVICE AGREEMENT
(Complete a separate Designation Form for each Customer Account)

Account Number:

Authorized Customer Agent(s):

Type or Printed	Typed or Printed	Typed or Printed
Name: <u>NANCY CAIN</u>	Name: <u>SHELLEY GOODWIN</u>	Name: <u> </u>
Title: <u>CITY ADMINISTRATOR</u>	Title: <u>CITY SECRETARY</u>	Title: <u> </u>
<u> </u>	<u> </u>	<u> </u>
(Signature)	(Signature)	(Signature)
Type or Printed	Typed or Printed	Typed or Printed
Name: <u> </u>	Name: <u> </u>	Name: <u> </u>
Title: <u> </u>	Title: <u> </u>	Title: <u> </u>
<u> </u>	<u> </u>	<u> </u>
(Signature)	(Signature)	(Signature)

FUNDS TRANSFER SECURITY PROCEDURES
SCHEDULE C
TO WIRE TRANSFER SERVICE AGREEMENT

SECURITY PROCEDURES

This Schedule shall constitute a part of the Wire Transfer Service Agreement in effect between the Bank and Customer. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

The following are the Security Procedures referred to in the Service Agreement between the undersigned Customer and the Bank. Customer acknowledges that the Security Procedures are commercially reasonable in the context of the Customer's operation, requirements, and internal procedures. **CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN CUSTOMER'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH THE SECURITY PROCEDURES DESCRIBED BELOW.**

The following Security Procedures shall apply with respect to all funds transfers (or amendments or cancellations thereto) of Customer under the Service Agreement:

Call-Back Verification of Authenticity for Wire Transfers. The Bank shall verify Wire Transfers exceeding a dollar amount set by Bank in Bank's sole discretion, as a condition to the Bank's execution of same, by way of return telephone call to Customer or an authorized representative. (hereinafter referred to as "Callback"). At the time of the Callback, the Customer or authorized representative confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with verification of the information on the Wire Transfer request. Bank will call only the telephone number designated by Customer below. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the security procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer.

Name	Telephone Number
<u>NANCY CAIN</u>	<u>210-651-6632</u>
<u>SHELLEY GOODWIN</u>	<u>210-651-6632</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

CUSTOMER

By:
(Signature)
Name: NANCY CAIN
Title: CITY ADMINISTRATOR
Date:

DESIGNATION OF AUTHORIZED CUSTOMER AGENT
SCHEDULE B
TO WIRE TRANSFER SERVICE AGREEMENT
 (Complete a separate Designation Form for each Customer Account)

Account Number: ██████████45

Authorized Customer Agent(s):

Type or Printed	Type or Printed	Type or Printed
Name: <u>NANCY CAIN</u>	Name: <u>SHELLEY GOODWIN</u>	Name: _____
Title: <u>CITY ADMINISTRATOR</u>	Title: <u>CITY SECRETARY</u>	Title: _____
_____ (Signature)	_____ (Signature)	_____ (Signature)
Type or Printed	Type or Printed	Type or Printed
Name: _____	Name: _____	Name: _____
Title: _____	Title: _____	Title: _____
_____ (Signature)	_____ (Signature)	_____ (Signature)

**FUNDS TRANSFER SECURITY PROCEDURES
SCHEDULE C
TO WIRE TRANSFER SERVICE AGREEMENT**

SECURITY PROCEDURES

This Schedule shall constitute a part of the Wire Transfer Service Agreement in effect between the Bank and Customer. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

The following are the Security Procedures referred to in the Service Agreement between the undersigned Customer and the Bank. Customer acknowledges that the Security Procedures are commercially reasonable in the context of the Customer's operation, requirements, and internal procedures. CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN CUSTOMER'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH THE SECURITY PROCEDURES DESCRIBED BELOW.

The following Security Procedures shall apply with respect to all funds transfers (or amendments or cancellations thereto) of Customer under the Service Agreement:

Call-Back Verification of Authenticity for Wire Transfers. The Bank shall verify Wire Transfers exceeding a dollar amount set by Bank in Bank's sole discretion, as a condition to the Bank's execution of same, by way of return telephone call to Customer or an authorized representative. (hereinafter referred to as "Callback"). At the time of the Callback, the Customer or authorized representative confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with verification of the information on the Wire Transfer request. Bank will call only the telephone number designated by Customer below. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the security procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer.

Name	Telephone Number
NANCY CAIN	210-651-6632
SHELLEY GOODWIN	210-651-6632

CUSTOMER

By: _____
(Signature)
Name: **NANCY CAIN**
Title: **CITY ADMINISTRATOR**
Date: _____

DESIGNATION OF AUTHORIZED CUSTOMER AGENT
SCHEDULE B
TO WIRE TRANSFER SERVICE AGREEMENT
 (Complete a separate Designation Form for each Customer Account)

Account Number:

Authorized Customer Agent(s):

Type or Printed	Typed or Printed	Typed or Printed
Name: <u>NANCY CAIN</u>	Name: <u>SHELLEY GOODWIN</u>	Name: <u> </u>
Title: <u>CITY ADMINISTRATOR</u>	Title: <u>CITY SECRETARY</u>	Title: <u> </u>
<u> </u>	<u> </u>	<u> </u>
(Signature)	(Signature)	(Signature)
Type or Printed	Typed or Printed	Typed or Printed
Name: <u> </u>	Name: <u> </u>	Name: <u> </u>
Title: <u> </u>	Title: <u> </u>	Title: <u> </u>
<u> </u>	<u> </u>	<u> </u>
(Signature)	(Signature)	(Signature)

FUNDS TRANSFER SECURITY PROCEDURES
SCHEDULE C
TO WIRE TRANSFER SERVICE AGREEMENT

SECURITY PROCEDURES

This Schedule shall constitute a part of the Wire Transfer Service Agreement in effect between the Bank and Customer. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

The following are the Security Procedures referred to in the Service Agreement between the undersigned Customer and the Bank. Customer acknowledges that the Security Procedures are commercially reasonable in the context of the Customer's operation, requirements, and internal procedures. **CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN CUSTOMER'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH THE SECURITY PROCEDURES DESCRIBED BELOW.**

The following Security Procedures shall apply with respect to all funds transfers (or amendments or cancellations thereto) of Customer under the Service Agreement:

Call-Back Verification of Authenticity for Wire Transfers. The Bank shall verify Wire Transfers exceeding a dollar amount set by Bank in Bank's sole discretion, as a condition to the Bank's execution of same, by way of return telephone call to Customer or an authorized representative. (hereinafter referred to as "Callback"). At the time of the Callback, the Customer or authorized representative confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with verification of the information on the Wire Transfer request. Bank will call only the telephone number designated by Customer below. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the security procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer.

Name	Telephone Number
<u>NANCY CAIN</u>	<u>210-651-6632</u>
<u>SHELLEY GOODWIN</u>	<u>210-651-6632</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

CUSTOMER

By:

(Signature)
 Name: NANCY CAIN

Title: CITY ADMINISTRATOR

Date:

366-082015

**DESIGNATION OF AUTHORIZED CUSTOMER AGENT
SCHEDULE B
TO WIRE TRANSFER SERVICE AGREEMENT**
(Complete a separate Designation Form for each Customer Account)

Account Number:

Authorized Customer Agent(s):

Type or Printed	Type or Printed	Type or Printed
Name: <u>NANCY CAIN</u>	Name: <u>SHELLEY GOODWIN</u>	Name: <u> </u>
Title: <u>CITY ADMINISTRATOR</u>	Title: <u>CITY SECRETARY</u>	Title: <u> </u>
<u> </u>	<u> </u>	<u> </u>
(Signature)	(Signature)	(Signature)
Type or Printed	Type or Printed	Type or Printed
Name: <u> </u>	Name: <u> </u>	Name: <u> </u>
Title: <u> </u>	Title: <u> </u>	Title: <u> </u>
<u> </u>	<u> </u>	<u> </u>
(Signature)	(Signature)	(Signature)

**FUNDS TRANSFER SECURITY PROCEDURES
SCHEDULE C
TO WIRE TRANSFER SERVICE AGREEMENT**

SECURITY PROCEDURES

This Schedule shall constitute a part of the Wire Transfer Service Agreement in effect between the Bank and Customer. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

The following are the Security Procedures referred to in the Service Agreement between the undersigned Customer and the Bank. Customer acknowledges that the Security Procedures are commercially reasonable in the context of the Customer's operation, requirements, and internal procedures. **CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN CUSTOMER'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH THE SECURITY PROCEDURES DESCRIBED BELOW.**

The following Security Procedures shall apply with respect to all funds transfers (or amendments or cancellations thereto) of Customer under the Service Agreement:

Call-Back Verification of Authenticity for Wire Transfers. The Bank shall verify Wire Transfers exceeding a dollar amount set by Bank in Bank's sole discretion, as a condition to the Bank's execution of same, by way of return telephone call to Customer or an authorized representative. (hereinafter referred to as "Callback"). At the time of the Callback, the Customer or authorized representative confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with verification of the information on the Wire Transfer request. Bank will call only the telephone number designated by Customer below. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the security procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer.

Name	Telephone Number
<u>NANCY CAIN</u>	<u>210-651-6632</u>
<u>SHELLEY GOODWIN</u>	<u>210-651-6632</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

CUSTOMER

By:

(Signature)
Name: NANCY CAIN

Title: CITY ADMINISTRATOR

Date:

DESIGNATION OF AUTHORIZED CUSTOMER AGENT
SCHEDULE B
TO WIRE TRANSFER SERVICE AGREEMENT
 (Complete a separate Designation Form for each Customer Account)

Account Number. ██████████10

Authorized Customer Agent(s):

Type or Printed	Typed or Printed	Typed or Printed
Name: <u>NANCY CAIN</u>	Name: <u>SHELLEY GOODWIN</u>	Name: _____
Title: <u>CITY ADMINISTRATOR</u>	Title: <u>CITY SECRETARY</u>	Title: _____
_____ (Signature)	_____ (Signature)	_____ (Signature)
Type or Printed	Typed or Printed	Typed or Printed
Name: _____	Name: _____	Name: _____
Title: _____	Title: _____	Title: _____
_____ (Signature)	_____ (Signature)	_____ (Signature)

**FUNDS TRANSFER SECURITY PROCEDURES
SCHEDULE C
TO WIRE TRANSFER SERVICE AGREEMENT**

SECURITY PROCEDURES

This Schedule shall constitute a part of the Wire Transfer Service Agreement in effect between the Bank and Customer. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

The following are the Security Procedures referred to in the Service Agreement between the undersigned Customer and the Bank. Customer acknowledges that the Security Procedures are commercially reasonable in the context of the Customer's operation, requirements, and internal procedures. CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN CUSTOMER'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH THE SECURITY PROCEDURES DESCRIBED BELOW.

The following Security Procedures shall apply with respect to all funds transfers (or amendments or cancellations thereto) of Customer under the Service Agreement:

Call-Back Verification of Authenticity for Wire Transfers. The Bank shall verify Wire Transfers exceeding a dollar amount set by Bank in Bank's sole discretion, as a condition to the Bank's execution of same, by way of return telephone call to Customer or an authorized representative. (hereinafter referred to as "Callback"). At the time of the Callback, the Customer or authorized representative confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with verification of the information on the Wire Transfer request. Bank will call only the telephone number designated by Customer below. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the security procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer.

Name	Telephone Number
NANCY CAIN	210-651-6632
SHELLEY GOODWIN	210-651-6632

CUSTOMER

By: _____
(Signature)
Name: **NANCY CAIN**
Title: **CITY ADMINISTRATOR**
Date: _____

**DESIGNATION OF AUTHORIZED CUSTOMER AGENT
SCHEDULE B
TO WIRE TRANSFER SERVICE AGREEMENT**
(Complete a separate Designation Form for each Customer Account)

Account Number:

Authorized Customer Agent(s):

Type or Printed	Typed or Printed	Typed or Printed
Name: <u>NANCY CAIN</u>	Name: <u>SHELLEY GOODWIN</u>	Name: <u> </u>
Title: <u>CITY ADMINISTRATOR</u>	Title: <u>CITY SECRETARY</u>	Title: <u> </u>
<u> </u>	<u> </u>	<u> </u>
(Signature)	(Signature)	(Signature)
Type or Printed	Typed or Printed	Typed or Printed
Name: <u> </u>	Name: <u> </u>	Name: <u> </u>
Title: <u> </u>	Title: <u> </u>	Title: <u> </u>
<u> </u>	<u> </u>	<u> </u>
(Signature)	(Signature)	(Signature)

**FUNDS TRANSFER SECURITY PROCEDURES
SCHEDULE C
TO WIRE TRANSFER SERVICE AGREEMENT**

SECURITY PROCEDURES

This Schedule shall constitute a part of the Wire Transfer Service Agreement in effect between the Bank and Customer. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

The following are the Security Procedures referred to in the Service Agreement between the undersigned Customer and the Bank. Customer acknowledges that the Security Procedures are commercially reasonable in the context of the Customer's operation, requirements, and internal procedures. CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN CUSTOMER'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH THE SECURITY PROCEDURES DESCRIBED BELOW.

The following Security Procedures shall apply with respect to all funds transfers (or amendments or cancellations thereto) of Customer under the Service Agreement:

Call-Back Verification of Authenticity for Wire Transfers. The Bank shall verify Wire Transfers exceeding a dollar amount set by Bank in Bank's sole discretion, as a condition to the Bank's execution of same, by way of return telephone call to Customer or an authorized representative. (hereinafter referred to as "Callback"). At the time of the Callback, the Customer or authorized representative confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with verification of the information on the Wire Transfer request. Bank will call only the telephone number designated by Customer below. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the security procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer.

Name	Telephone Number
<u>NANCY CAIN</u>	<u>210-651-6632</u>
<u>SHELLEY GOODWIN</u>	<u>210-651-6632</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

CUSTOMER

By:
(Signature)
Name: NANCY CAIN
Title: CITY ADMINISTRATOR
Date:

369-082015

**DESIGNATION OF AUTHORIZED CUSTOMER AGENT
SCHEDULE B
TO WIRE TRANSFER SERVICE AGREEMENT**
(Complete a separate Designation Form for each Customer Account)

Account Number:

Authorized Customer Agent(s):

Type or Printed	Typed or Printed	Typed or Printed
Name: <u>NANCY CAIN</u>	Name: <u>SHELLEY GOODWIN</u>	Name: <u> </u>
Title: <u>CITY ADMINISTRATOR</u>	Title: <u>CITY SECRETARY</u>	Title: <u> </u>
<u> </u>	<u> </u>	<u> </u>
(Signature)	(Signature)	(Signature)
Type or Printed	Typed or Printed	Typed or Printed
Name: <u> </u>	Name: <u> </u>	Name: <u> </u>
Title: <u> </u>	Title: <u> </u>	Title: <u> </u>
<u> </u>	<u> </u>	<u> </u>
(Signature)	(Signature)	(Signature)

**FUNDS TRANSFER SECURITY PROCEDURES
SCHEDULE C
TO WIRE TRANSFER SERVICE AGREEMENT**

SECURITY PROCEDURES

This Schedule shall constitute a part of the Wire Transfer Service Agreement in effect between the Bank and Customer. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

The following are the Security Procedures referred to in the Service Agreement between the undersigned Customer and the Bank. Customer acknowledges that the Security Procedures are commercially reasonable in the context of the Customer's operation, requirements, and internal procedures. **CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN CUSTOMER'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH THE SECURITY PROCEDURES DESCRIBED BELOW.**

The following Security Procedures shall apply with respect to all funds transfers (or amendments or cancellations thereto) of Customer under the Service Agreement:

Call-Back Verification of Authenticity for Wire Transfers. The Bank shall verify Wire Transfers exceeding a dollar amount set by Bank in Bank's sole discretion, as a condition to the Bank's execution of same, by way of return telephone call to Customer or an authorized representative. (hereinafter referred to as "Callback"). At the time of the Callback, the Customer or authorized representative confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with verification of the information on the Wire Transfer request. Bank will call only the telephone number designated by Customer below. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the security procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer.

Name	Telephone Number
<u>NANCY CAIN</u>	<u>210-651-6632</u>
<u>SHELLEY GOODWIN</u>	<u>210-651-6632</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

CUSTOMER

By:
(Signature)
Name: NANCY CAIN
Title: CITY ADMINISTRATOR
Date:

**DESIGNATION OF AUTHORIZED CUSTOMER AGENT
SCHEDULE B
TO WIRE TRANSFER SERVICE AGREEMENT**
(Complete a separate Designation Form for each Customer Account)

Account Number:

Authorized Customer Agent(s):

Type or Printed	Type or Printed	Type or Printed
Name: <u>NANCY CAIN</u>	Name: <u>SHELLEY GOODWIN</u>	Name: <u> </u>
Title: <u>CITY ADMINISTRATOR</u>	Title: <u>CITY SECRETARY</u>	Title: <u> </u>
<u> </u>	<u> </u>	<u> </u>
(Signature)	(Signature)	(Signature)
Type or Printed	Type or Printed	Type or Printed
Name: <u> </u>	Name: <u> </u>	Name: <u> </u>
Title: <u> </u>	Title: <u> </u>	Title: <u> </u>
<u> </u>	<u> </u>	<u> </u>
(Signature)	(Signature)	(Signature)

**FUNDS TRANSFER SECURITY PROCEDURES
SCHEDULE C
TO WIRE TRANSFER SERVICE AGREEMENT**

SECURITY PROCEDURES

This Schedule shall constitute a part of the Wire Transfer Service Agreement in effect between the Bank and Customer. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

The following are the Security Procedures referred to in the Service Agreement between the undersigned Customer and the Bank. Customer acknowledges that the Security Procedures are commercially reasonable in the context of the Customer's operation, requirements, and internal procedures. CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN CUSTOMER'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH THE SECURITY PROCEDURES DESCRIBED BELOW.

The following Security Procedures shall apply with respect to all funds transfers (or amendments or cancellations thereto) of Customer under the Service Agreement:

Call-Back Verification of Authenticity for Wire Transfers. The Bank shall verify Wire Transfers exceeding a dollar amount set by Bank in Bank's sole discretion, as a condition to the Bank's execution of same, by way of return telephone call to Customer or an authorized representative. (hereinafter referred to as "Callback"). At the time of the Callback, the Customer or authorized representative confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with verification of the information on the Wire Transfer request. Bank will call only the telephone number designated by Customer below. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the security procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer.

Name	Telephone Number
<u>NANCY CAIN</u>	<u>210-651-6632</u>
<u>SHELLEY GOODWIN</u>	<u>210-651-6632</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

CUSTOMER

By:

(Signature)
Name: NANCY CAIN

Title: CITY ADMINISTRATOR

Date:

CUSTOMER INFORMATION
SCHEDULE D
TO WIRE TRANSFER SERVICE AGREEMENT

Customer Name CITY OF GARDEN RIDGE

Address 9400 MUNICIPAL PKWY, GARDEN RIDGE

Telephone Number 210-651-6632

Facsimile Number _____

Customer E-mail _____

TIN (SSN) [REDACTED]

Authorized Wire Transfer Accounts (Authorized Accounts) Limits Per Day

_____	_____
_____	_____
_____	_____
_____	_____

FEE SCHEDULE
SCHEDULE E
TO WIRE TRANSFER SERVICE AGREEMENT

Service Description	Transaction Fee	Fixed Monthly Fee
Wire Transfer:		
Incoming	\$5.00	
Outgoing Domestic	\$15.00	
Outgoing International	\$45.00 (Additional fees may apply)	

¹ These persons must also be authorized to execute the Funds Transfer Agreement between Customer and Bank. Signatures by other persons will not be accepted.

QUARTERLY REPORT
CITY OF GARDEN RIDGE
BALANCE OF ALL FUNDS AS OF 6/30/15

ACCOUNT	BALANCE	CURRENT RATE	AVERAGE RATE FOR QUARTER
CITY FUNDS			
OPERATING ACCOUNT	\$ 398,914.81	0%	0 %
MONEY MARKET	\$ 1,137,835.13	.15%	.15%
ASSET FORFEITURE/SEIZURE (STATE)	\$ 688.47	.10%	.10%
ASSET FORFEITURE/SEIZURE (FED)	\$ 12,944.11	.05%	.05%
2002 WATER IMPROVEMENT I&S	\$ closed	.0%	.0%
2005 MUNICIPAL COMPLEX I&S	\$ closed	.0%	.0%
2005 I&S - TAX NOTE	\$ closed	.0%	.0%
2009 REFINANCE 98 I&S	\$ 75,293.29	.10%	.10%
2009 I&S	\$ 116,787.19	.15%	.1333%
2012 REFINANCE I&S	\$ 159,398.38	.15%	.15%
2012 INTEREST & SINKING	\$ 128,085.72	.15%	.15%
2012 CIP PROJECT	\$ 1,500,198.80	.15%	.15%
STREET IMPACT FEE	\$ 20,832.97	.05%	.05%
TEXPOOL STREET IMPACT FEE	\$ 408.94	0%	0%
TEXPOOL INVESTMENT	\$ 399.67	0%	0%
PEG CAPITAL FEES	\$ 43,975.32	0%	0%
SUBTOTAL OF CITY FUNDS	\$ 3,355,728.29		
AVERAGE CITY INTEREST RATE		.1111%	.11481%
WATER FUNDS			
2009 WATER IMPROVEMENTS	\$ closed	.0%	.0166%
IMPACT FEES	\$ 181,720.81	.15%	.15%
TEXPOOL WATER INVESTMENT	\$ 604.91	0%	0%
TEXPOOL IMPACT FEE	\$ 411.31	0%	0%
WATER RIGHTS/INFRASTRUCTURE	\$ 4,906.27	.0575%	.055%
WATER SURCHARGE REVENUE	\$ 144,723.20	.15%	.15%
WATER COMPANY OPERATING	\$ 2,156,703.86	.15%	.15%
CAPITAL IMPROVEMENT CONSTRUCTION BOND	\$ closed	.05%	.0%
SUBTOTAL WATER FUNDS	\$3,268,257.10		
AVERAGE WATER INTEREST RATE		.0996%	.10432%
TOTAL ALL FUNDS	\$ 6,623,985.39		
TOTAL AVERAGE INTEREST RATE		.10535%	.10956%

CITY OF GARDEN RIDGE

GENERAL FUND

CASH & INVESTMENTS AS OF 6/30/15

OPERATING CHECKING	\$ 398,914.81
MONEY MARKET	<u>\$ 1,137,835.13</u>
TOTAL GENERAL FUND	\$ 1,536,749.94
TEXPOOL INVESTMENT	<u>\$ 399.67</u>
TOTAL INVESTMENT	\$ 399.67
TOTAL RESERVES FOR CITY	\$ 1,537,149.61

WATER FUND

INVESTMENTS AS OF 6/30/15

WATER COMPANY OPERATING	\$ 2,156,703.86
TEXPOOL WATER INVESTMENT FUND	<u>\$ 604.91</u>
TOTAL WATER COMPANY RESERVES	\$2,157,308.77

EXPENDITURE & REVENUES

PERIOD OF 6/30/15

75% OF FISCAL YEAR

REVENUE YEAR TO DATE

GENERAL FUND	\$2,000,373	82.33% of Budget
WATER FUND	\$ 552,906	51.96% of Budget

EXPENDITURES YEAR TO DATE

GENERAL FUND	\$1,491,098	63.19% of Budget
WATER FUND	\$ 774,546	58.82% of Budget

EXCESS REVENUE OVER/(UNDER) EXPENDITURES YEAR TO DATE

GENERAL FUND	\$ 509,275
WATER FUND	\$(221,640)

REVENUE FOR MONTH ENDING 6/30/15

GENERAL FUND	\$ 136,173
WATER FUND	\$ 70,741

EXPENDITURES FOR MONTH ENDING 6/30/15

GENERAL FUND	\$ 182,714
WATER FUND	\$ 42,053

EXCESS REVENUE OVER/(UNDER) EXPENDITURES FOR MONTH ENDING 6/30/15

GENERAL FUND	\$(46,541)
WATER FUND	\$ 28,688

Garden Ridge Community Center

6/30/15

Revenues

Rentals	\$ 27,700
Deposits	\$ 8,425*
Donations	\$ 500

Total Deposits Received:	\$ 19,825
Deposits refunded to date:	<u>\$ 11,400</u>
Revenue from deposits to date:	\$ 8,425*

Total Revenue: \$ 36,625

Expenditures

Telephone	\$ 423
Supplies	\$ 746
Utilities	\$ 6,962
Maintenance	\$ 3,989
Cleaning	\$ 3,025
Equipment	\$ 127
Facility Enhancements	\$ 0
Manager	\$ 11,648
Marketing	\$ 0
Donation Expenditures	<u>\$ 0</u>
Total Expenditures:	\$26,920

Revenue Over/ (Under) Expenditures: \$ 9,705

City of Garden Ridge

2015 CIP Project & Well Development

RIVER CITY ENGINEERING, LTD.

AUGUST 5, 2015

GARRY MONTGOMERY, P.E.

2015 CIP Project Update

Survey work is in progress to establish base files and right-of-way lines. Surveyors have located all utilities that have been marked by the locating service. Topographic and existing condition surveys will be completed in the next month.

Letters were sent to all residents in the project area to provide notification and ask for any input that needs to be considered during design. (i.e drainage concerns, irrigation lines, easements, etc.)

RCE met with the Geotechnical Engineer to review the streets that will be reconstructed during this project. They will provide a recommendation for the reconstruction of the streets to include pavement thickness, spot repairs and construction methods.

The geotechnical engineer will also make recommendations on the intersection at Forrest Waters Circle.

2015 Well 2 & 3 Site Development

- LBG Guyton received the approved exception request for cementing on both Well No. 2 and proposed Well No. 3
- Plan approval from TCEQ should be completed within the next month
- At that time the EAA pass through permit will be submitted to EAA for approval and the project can be scheduled for bidding
- RCE has began preliminary design and layout of the infrastructure required at the well site to include survey of the offsite waterlines and verification of existing utilities within the utility easements along FM 3009.
- RCE has been in contact with two of the local tank contractors to obtain pricing on a 500,000 and a 750,000 gallon pre-stressed concrete ground storage tank. As design continues RCE and the Water Department will provide a recommendation and associated costs for the tank sizing based on production of the two wells and the distribution system needs.

2015 Effective Tax Rate Worksheet

CITY OF GARDEN RIDGE

See pages 13 to 16 for an explanation of the effective tax rate.

1.	2014 total taxable value. Enter the amount of 2014 taxable value on the 2014 tax roll today. Include any adjustments since last year's certification; exclude Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in line 2) and the captured value for tax increment financing (will deduct taxes in line 14).	\$607,169,755
2.	2014 tax ceilings. Counties, Cities and Junior College Districts. Enter 2014 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter "0" If your taxing units adopted the tax ceiling provision in 2014 or prior year for homeowners age 65 or older or disabled, use this step.	\$0
3.	Preliminary 2014 adjusted taxable value. Subtract line 2 from line 1.	\$607,169,755
4.	2014 total adopted tax rate.	\$0.275700/\$100
5.	2014 taxable value lost because court appeals of ARB decisions reduced 2014 appraised value. A. Original 2014 ARB values: \$0 B. 2014 values resulting from final court decisions: - \$0 C. 2014 value loss. Subtract B from A.	\$0
6.	2014 taxable value, adjusted for court-ordered reductions. Add line 3 and line 5C.	\$607,169,755
7.	2014 taxable value of property in territory the unit deannexed after January 1, 2014. Enter the 2014 value of property in deannexed territory.	\$0
8.	2014 taxable value lost because property first qualified for an exemption in 2014. Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, "goods-in-transit" exemptions. A. Absolute exemptions. Use 2014 market value: \$138,480 B. Partial exemptions. 2015 exemption amount or 2015 percentage exemption times 2014 value: + \$1,920,998 C. Value loss. Add A and B.	\$2,059,478

2015 Effective Tax Rate Worksheet (continued)

CITY OF GARDEN RIDGE

9.	2014 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2015. Use only those properties that first qualified in 2015; do not use properties that qualified in 2014. A. 2014 market value: \$0 B. 2015 productivity or special appraised value: - \$0 C. Value loss. Subtract B from A.	\$0
10.	Total adjustments for lost value. Add lines 7, 8C and 9C.	\$2,059,478
11.	2014 adjusted taxable value. Subtract line 10 from line 6.	\$605,110,277
12.	Adjusted 2014 taxes. Multiply line 4 by line 11 and divide by \$100.	\$1,668,289
13.	Taxes refunded for years preceding tax year 2014. Enter the amount of taxes refunded during the last budget year for tax years preceding tax year 2014. Types of refunds include court decisions, Section 25.25(b) and (c) corrections and Section 31.11 payment errors. Do not include refunds for tax year 2014. This line applies only to tax years preceding tax year 2014.	\$4,505
14.	Taxes in tax increment financing (TIF) for tax year 2014. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2015 captured appraised value in Line 16D, enter "0."	\$0
15.	Adjusted 2014 taxes with refunds. Add lines 12 and 13, subtract line 14.	\$1,672,794
16.	Total 2015 taxable value on the 2015 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 18). These homesteads includes homeowners age 65 or older or disabled. A. Certified values only: \$661,411,291 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$0	

2015 Effective Tax Rate Worksheet (continued)

CITY OF GARDEN RIDGE

16. (cont.)	C. Pollution control exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control property (use this line based on attorney's advice): - \$0 D. Tax increment financing: Deduct the 2015 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2015 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in line 21 below. - \$0 E. Total 2015 value. Add A and B, then subtract C and D.	\$661,411,291
17.	Total value of properties under protest or not included on certified appraisal roll. A. 2015 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the district's value and the taxpayer's claimed value, if any or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value. \$571,870 B. 2015 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included at appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. + \$0	

2015 Effective Tax Rate Worksheet (continued)

CITY OF GARDEN RIDGE

17. (cont.)	C. Total value under protest or not certified. Add A and B.	\$571,870
18.	2015 tax ceilings. Counties, cities and junior colleges enter 2015 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter "0." If your taxing units adopted the tax ceiling provision in 2014 or prior year for homeowners age 65 or older or disabled, use this step.	\$0
19.	2015 total taxable value. Add lines 16E and 17C. Subtract line 18.	\$661,983,161
20.	Total 2015 taxable value of properties in territory annexed after January 1, 2008. Include both real and personal property. Enter the 2015 value of property in territory annexed.	\$0
21.	Total 2015 taxable value of new improvements and new personal property located in new improvements. "New" means the item was not on the appraisal roll in 2014. An improvement is a building, structure, fixture or fence erected on or affixed to land. A transportable structure erected on its owner's land is also included unless it is held for sale or is there only temporarily. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the unit after January 1, 2014 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2015. New improvements do not include mineral interests produced for the first time, omitted property that is back assessed and increased appraisals on existing property.	\$13,559,732
22.	Total adjustments to the 2015 taxable value. Add lines 20 and 21.	\$13,559,732
23.	2015 adjusted taxable value. Subtract line 22 from line 19.	\$648,423,429
24.	2015 effective tax rate. Divide line 15 by line 23 and multiply by \$100.	\$0.2579/\$100
25.	COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2015 county effective tax rate.	\$/\$100

A county, city or hospital district that adopted the additional sales tax in November 2014 or in May 2015 must adjust its effective tax rate. *The Additional Sales Tax Rate Worksheet* on page 39 sets out this adjustment. Do not forget to complete the *Additional Sales Tax Rate Worksheet* if the taxing unit adopted the additional sales tax on these dates.

2015 Rollback Tax Rate Worksheet

CITY OF GARDEN RIDGE

See pages 17 to 21 for an explanation of the rollback tax rate.

26.	2014 maintenance and operations (M&O) tax rate.	\$0.189900/\$100
27.	2014 adjusted taxable value. Enter the amount from line 11.	\$605,110,277
28.	2014 M&O taxes. A. Multiply line 26 by line 27 and divide by \$100. \$1,149,104 B. Cities, counties and hospital districts with additional sales tax: Amount of additional sales tax collected and spent on M&O expenses in 2014. Enter amount from full year's sales tax revenue spent for M&O in 2014 fiscal year, if any. Other units, enter "0." Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent. + \$0 C. Counties: Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other units, enter "0." + \$0 D. Transferring function: If discontinuing all of a department, function or activity and transferring it to another unit by written contract, enter the amount spent by the unit discontinuing the function in the 12 months preceding the month of this calculation. If the unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the unit operated the function. The unit discontinuing the function will subtract this amount in H below. The unit receiving the function will add this amount in H below. Other units, enter "0." +/- \$0	

2015 Rollback Tax Rate Worksheet (continued)

CITY OF GARDEN RIDGE

28. (cont.)	E. Taxes refunded for years preceding tax year 2014: Enter the amount of M&O taxes refunded during the last budget year for tax years preceding tax year 2014. Types of refunds include court decisions, Section 25.25(b) and (c) corrections and Section 31.11 payment errors. Do not include refunds for tax year 2014. This line applies only to tax years preceding tax year 2014. + \$2,913 F. Enhanced indigent health care expenditures: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance. + \$0 G. Taxes in tax increment financing (TIF): Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2015 captured appraised value in Line 16D, enter "0." - \$0 H. Adjusted M&O Taxes. Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G. \$1,152,017	
29.	2015 adjusted taxable value. Enter line 23 from the Effective Tax Rate Worksheet.	\$648,423,429
30.	2015 effective maintenance and operations rate. Divide line 28H by line 29 and multiply by \$100.	\$0.1776/\$100
31.	2015 rollback maintenance and operation rate. Multiply line 30 by 1.08. (See lines 49 to 52 for additional rate for pollution control expenses.	\$0.1918/\$100

2015 Rollback Tax Rate Worksheet (continued)

CITY OF GARDEN RIDGE

32.	Total 2015 debt to be paid with property taxes and additional sales tax revenue. "Debt" means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the unit's budget as M&O expenses. A: Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. List the debt in Schedule B: Debt Service.	\$718,068
	B: Subtract unencumbered fund amount used to reduce total debt.	-\$0
	C: Subtract amount paid from other resources.	-\$0
	D: Adjusted debt. Subtract B and C from A.	\$718,068
33.	Certified 2014 excess debt collections. Enter the amount certified by the collector.	\$0
34.	Adjusted 2015 debt. Subtract line 33 from line 32.	\$718,068
35.	Certified 2015 anticipated collection rate. Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.000000%
36.	2015 debt adjusted for collections. Divide line 34 by line 35.	\$718,068
37.	2015 total taxable value. Enter the amount on line 19.	\$661,983,161
38.	2015 debt tax rate. Divide line 36 by line 37 and multiply by \$100.	\$0.1084/\$100
39.	2015 rollback tax rate. Add lines 31 and 38.	\$0.3002/\$100
40.	COUNTIES ONLY. Add together the rollback tax rates for each type of tax the county levies. The total is the 2015 county rollback tax rate.	\$/\$100

A taxing unit that adopted the additional sales tax must complete the lines for the *Additional Sales Tax Rate*. A taxing unit seeking additional rollback protection for pollution control expenses completes the *Additional Rollback Protection for Pollution Control*.

Additional Sales Tax Rate Worksheet

CITY OF GARDEN RIDGE

41.	Units that adopted the sales tax in August or November 2014, or in January or May 2015. Enter the Comptroller's estimate of taxable sales for the previous four quarters. Units that adopted the sales tax before August 2014, skip this line.	\$0
42.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. UNITS THAT ADOPTED THE SALES TAX IN AUGUST OR NOVEMBER 2014, OR IN JANUARY OR MAY 2015. Multiply the amount on line 41 by the sales tax rate (.01, .005, or .0025, as applicable) and multiply the result by .95. -OR- UNITS THAT ADOPTED THE SALES TAX BEFORE AUGUST 2014. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$0
43.	2015 total taxable value. Enter the amount from line 37 of the <i>Rollback Tax Rate Worksheet</i> .	\$661,983,161
44.	Sales tax adjustment rate. Divide line 42 by line 43 and multiply by \$100.	\$0.0000/\$100
45.	2015 effective tax rate, unadjusted for sales tax. Enter the rate from line 24 or 25, as applicable, on the <i>Effective Tax Rate Worksheet</i> .	\$0.2579/\$100
46.	2015 effective tax rate, adjusted for sales tax. UNITS THAT ADOPTED THE SALES TAX IN AUGUST OR NOVEMBER 2014, OR IN JANUARY OR MAY 2015. Subtract line 45 from line 46. -OR- UNITS THAT ADOPTED THE SALES TAX BEFORE AUGUST 2014. Enter line 46, do not subtract.	\$0.2579/\$100
47.	2015 rollback tax rate, unadjusted for sales tax. Enter the rate from line 39 or 40, as applicable, of the rollback tax rate worksheet.	\$0.3002/\$100
48.	2015 rollback tax rate, adjusted for sales tax. Subtract line 44 from line 47.	\$0.3002/\$100

If the additional sales tax rate increased or decreased from last year, contact the Comptroller's office for special instructions on calculating the sales tax projection for the first year after the rate change.

**Additional Rollback Protection
for Pollution Control Worksheet
CITY OF GARDEN RIDGE**

49.	Certified expenses from TCEQ. Enter the amount certified in the determination letter from TCEQ. The taxing unit shall provide its assessor with a copy of the letter. See Part 3, the Rollback Rate, for more details.	\$0
50.	2015 total taxable value. Enter the amount from line 37 of the <i>Rollback Tax Rate Worksheet</i> .	\$661,983,161
51.	Additional rate for pollution control. Divide line 49 by line 50 and multiply by 100.	\$0.0000/\$100
52.	2015 rollback tax rate, adjusted for pollution control. Add line 51 to one of the following lines (as applicable): line 39, line 40 (counties) or line 48 (units with the additional sales tax).	\$0.3002/\$100

**2015 Notice of Effective Tax Rate
Worksheet for Calculation of Tax Increase/Decrease**

Entity Name: CITY OF GARDEN RIDGE

Date: 07/29/2015

1.2014 taxable value, adjusted for court-ordered reductions. Enter line 6 of the Effective Tax Rate Worksheet.	\$607,169,755
2.2014 total tax rate. Enter line 4 of the Effective Tax Rate Worksheet.	0.275700
3.Taxes refunded for years preceding tax year 2014. Enter line 13 of the Effective Tax Rate Worksheet.	\$4,505
4.Last year's levy. Multiply Line 1 times Line 2 and divide by 100. To the result, add Line 3.	\$1,678,472
5.2015 total taxable value. Enter Line 19 of the Effective Tax Rate Worksheet.	\$661,983,161
6.2015 effective tax rate. Enter line 24 of the Effective Tax Rate Worksheet or Line 47 of the Additional Sales Tax Rate Worksheet.	0.257900
7.2015 taxes if a tax rate equal to the effective tax rate is adopted. Multiply Line 5 times Line 6 and divide by 100.	\$1,707,255
8.Last year's total levy. Sum of line 4 for all funds.	\$1,678,472
9.2015 total taxes if a tax rate equal to the effective tax rate is adopted. Sum of line 7 for all funds.	\$1,707,255
10.Tax Increase (Decrease). Subtract Line 8 from Line 9.	\$28,783

CITY OF GARDEN RIDGE

Tax Rate Recap for 2015 Tax Rates

Description of Rate	Tax Rate Per \$100	Tax Levy This is calculated using the Total Adjusted Taxable Value (line 19) of the Effective Tax Rate Worksheet	Additional Tax Levy Compared to last year's tax levy of 1,673,967	Additional Tax Levy Compared to effective tax rate levy of 1,707,255
Last Year's Tax Rate	0.275700	\$1,825,088	\$151,121	\$117,833
Effective Tax Rate	0.257900	\$1,707,255	\$33,288	\$0
Notice & Hearing Limit*	0.257900	\$1,707,255	\$33,288	\$0
Rollback Tax Rate	0.300200	\$1,987,273	\$313,306	\$280,019
Proposed Tax Rate	0.000000	\$0	\$-1,673,967	\$-1,707,255

Effective Tax Rate Increase in Cents per \$100

0.00	0.257900	1,707,255	33,288	0
0.50	0.262900	1,740,354	66,387	33,099
1.00	0.267900	1,773,453	99,486	66,198
1.50	0.272900	1,806,552	132,585	99,297
2.00	0.277900	1,839,651	165,684	132,397
2.50	0.282900	1,872,750	198,783	165,496
3.00	0.287900	1,905,850	231,883	198,595
3.50	0.292900	1,938,949	264,982	231,694
4.00	0.297900	1,972,048	298,081	264,793
4.50	0.302900	2,005,147	331,180	297,892
5.00	0.307900	2,038,246	364,279	330,992
5.50	0.312900	2,071,345	397,378	364,091
6.00	0.317900	2,104,444	430,477	397,190
6.50	0.322900	2,137,544	463,577	430,289
7.00	0.327900	2,170,643	496,676	463,388
7.50	0.332900	2,203,742	529,775	496,487
8.00	0.337900	2,236,841	562,874	529,587
8.50	0.342900	2,269,940	595,973	562,686
9.00	0.347900	2,303,039	629,072	595,785
9.50	0.352900	2,336,139	662,172	628,884
10.00	0.357900	2,369,238	695,271	661,983
10.50	0.362900	2,402,337	728,370	695,082
11.00	0.367900	2,435,436	761,469	728,181
11.50	0.372900	2,468,535	794,568	761,281
12.00	0.377900	2,501,634	827,667	794,380
12.50	0.382900	2,534,734	860,767	827,479
13.00	0.387900	2,567,833	893,866	860,578
13.50	0.392900	2,600,932	926,965	893,677
14.00	0.397900	2,634,031	960,064	926,776
14.50	0.402900	2,667,130	993,163	959,876

- *Notice & Hearing Limit Rate: This is the highest tax rate that may be adopted without notices and a public hearing. It is the lower of the rollback tax rate or the effective tax rate.
- School Districts: The school tax rate limit is \$1.50 for M&O, plus \$0.50 for 'New' debt plus a rate for 'Old' debt. 'Old' debt is debt authorized to be issued at an election held on or before April 1, 1991, and issued before September 1, 1992. All other debt is 'New' debt.

Tax Levy: This is calculated by taking the adjusted taxable value (line 19 of Effective Tax Rate Worksheet), multiplying by the appropriate rate, such as the Effective Tax Rate and dividing by 100.

For School Districts: This is calculated by taking the adjusted taxable value (line 34 of the Rollback Tax Rate Worksheet), multiplying by the appropriate rate, dividing by 100 and then adding this year's frozen tax levy on homesteads of the elderly.

Additional Levy Last Year: This is calculated by taking Last Year's taxable value (line 3 of Effective Tax Rate Worksheet), multiplying by Last Year's tax rate (line 4 of Effective Tax Rate Worksheet) and dividing by 100.

For School Districts: This is calculated by taking Last Year's taxable value, subtracting Last Year's taxable value for the elderly, multiplying by Last Year's tax rate, dividing by 100 and adding Last Year's tax ceiling.

Additional Levy This Year: This is calculated by taking the current adjusted taxable value, multiplying by the Effective Tax Rate and dividing by 100.

For School Districts: This is calculated by taking the adjusted taxable value (line 34 of the Rollback Tax Rate Worksheet), multiplying by the Effective Tax Rate, dividing by 100 and adding This Year's tax ceiling.

COUNTIES ONLY: All figures in this worksheet include ALL County Funds. Tax Levy amounts are the sum of each Fund's Taxable Value X each Fund's Tax Rate.

2015 Property Tax Rates in CITY OF GARDEN RIDGE

This notice concerns 2015 property tax rates for CITY OF GARDEN RIDGE. It presents information about three tax rates. Last year's tax rate is the actual rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers can start tax rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:

Last year's operating taxes	\$1,149,104
Last year's debt taxes	\$519,185
Last year's total taxes	\$1,668,289
Last year's tax base	\$605,110,277
Last year's total tax rate	0.275700/\$100

This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property)	\$1,672,794
÷ This year's adjusted tax base (after subtracting value of new property)	\$648,423,429
= This year's effective tax rate	0.257900/\$100

This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate and/or enhanced indigent health care expenditures)	\$1,152,017
÷ This year's adjusted tax base	\$648,423,429
= This year's effective operating rate	0.177600/\$100
× 1.08 = this year's maximum operating rate	0.191800/\$100
+ This year's debt rate	0.108400/\$100
= This year's rollback rate	0.300200/\$100

Statement of Increase/Decrease

If CITY OF GARDEN RIDGE adopts a 2015 tax rate equal to the effective tax rate of 0.257900 per \$100 of value, taxes would increase compared to 2014 taxes by \$ 28,783.

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at .
Name of person preparing this notice:

Title:

Date prepared:

City of Garden Ridge

2015 Tax Rate Proposal Option #1

(8% Increase)

2015 Adjusted Taxable Value: \$648,423,429

2015 New Value: \$ 13,559,732

2015 Total Taxable Value: \$661,983,161

2015 M&O Rate (8%) \$.1918

2015 Debt Rate \$.1084

2015 Tax Rate \$.3002

2016 Proposed Budget:

Ad Valorem Taxes \$1,269,684

Increase over 2015
Budgeted Taxes \$ 107,029

2016 Proposed Budget Revenue:

Increases to \$2,577,263

Increase in Total Proposed Budget by \$45,297

Increase In Reserves of \$59,216

Total Budgetary Difference between M&O rate in Option 1 and Option 2 is \$1,986

City of Garden Ridge

2015 Tax Rate Proposal Option #2

(7.83% Increase)

2015 Adjusted Taxable Value:	\$648,423,429
2015 New Value:	<u>\$ 13,559,732</u>
2015 Total Taxable Value:	\$661,983,161

2015 M&O Rate (7.83%)	\$.1915
2015 Debt Rate	\$.1084
2015 Tax Rate	\$.2999

2016 Proposed Budget:

Ad Valorem Taxes	\$1,267,698
Increase over 2015 Budgeted Taxes	\$ 105,043

2016 Proposed Budget Revenue:

Increases to \$2,575,277

Increase in Total Proposed Budget is \$43,311

Increase In Reserves of \$57,230

Total Budgetary Difference between M&O rate in Option 1 and Option 2 is \$1,986

PROPOSED 2016 BUDGET AND 2015 TAX RATE CALENDAR
Revised 7/30/15

July 9	Proposed 2016 Budget presented to Council Special Council meeting (Budget Worksession #1)
July 20	Special Council meeting (Budget Worksession #2) Filed Proposed 2016 Budget with City Secretary
July 25	Appraisal District submits 2015 Certified Values
July 27	Special Council meeting Budget Worksession #3 Cancelled
July 28	Comal County Tax Office calculates and submits 2015 tax rate
August 5	Regular City Council meeting City Council approves tax rate proposal
August 8	2015 Tax Rate calculation published
August 13	Special City Council Meeting Approve tax rate proposal (only if not accomplished in August 5 meeting)
August 14	Publish notice of Public Hearing on 2016 Budget Publish notice of Tax Rate Public Hearings Publish Notice of 2015 Tax Year Proposed Property Tax Rate
August 24	Special City Council Meeting: Budget Public Hearing on the proposed 2016 Budget 1 st Tax Rate Public Hearing on 2015 tax rate proposal
August 25	Publish Notice of Vote on Tax Rate
August 26	Special City Council Meeting 2 nd Tax Rate Public Hearing on 2015 tax rate proposal
September 2	Regular City Council Meeting: Adopt 2016 Budget Adopt 2015 Tax Rate
September 4	Submit 2015 Tax Rate ordinance to Comal County Tax Office
September 16	File 2016 Budget with Comal County Clerk's Office

City Administrator

From: Gregory Czerniak <gczerniak@verizon.net>
Sent: Friday, June 19, 2015 9:34 PM
To: City Administrator
Cc: Marie-Noelle Czerniak; gczerniak@verizon.net
Subject: Czerniak - Water Commission Meeting (9419 Gardenia Bend Dr)

Ms. Cain,

Thank you for taking the time to meet with me this afternoon. As discussed today, we have a family vacation booked from June 20-28 at Walt Disney World with my parents and my brothers family therefore changing dates at this time would be quite costly.

I would like to respectfully request that my case before the Garden Ridge Water Commission be moved from the June to the July agenda so that I may elaborate and discuss the water bill situation we incurred at 9419 Gardenia Bend.

Please extend my apologies to the Water Commission and thank you for the consideration.

Very Respectively,

Gregory P. Czerniak
(210) 441-0718

BULLET BACKGROUND PAPER

ON

APRIL 2015 WATER BILL FOR 9419 GARDENIA BEND DRIVE, GARDEN RIDGE, TX

Gregory P. & Marie-Noelle Czerniak – Home Owners

PURPOSE

To seek relief for our 30 April 2015 water usage bill which indicated we used 278,000 gallons of water between 23 March 2015 and 23 April 2015. Excluding the April 2015 statement, our household has averaged approximately 20,000 gallons a month usage over the past 13 months of occupying the home. We do not feel the April 2015 reading of 278,000 gallons is legitimate and are petitioning the Water Department, Water Commission and City Council with a much more realistic amount based off of prior usage.

ISSUE

- On 24 April 2015, we received a written notice at our door from the City of Garden Ridge Water Department, indicating that a "small leak in sprinkler system" had been found, and the "system (was) turned off to isolate leak". The notice also stated that our water bill showed "very high usage" and instructed us to call the Water Department. When we did, we were told that our usage was said to be upwards of 200,000 gallons. The clerk on the phone seemed perplexed and surprised by the amount.

BACKGROUND

- We closed on our home at 9419 Gardenia Bend Drive on 11 April 2014, at which time (the same day) we transferred water service into our name. In the 13 months since moving in, our monthly water usage has ranged from 5,000 gallons (Nov 2014 and Jan 2015) to a high of 57,000 gallons (Sept 2014). Excluding the April 2015 statement, our household has averaged approximately 20,000 gallons a month usage over the past 13 months of occupying the home (April 2014 – May 2015).

- In September/October 2015, construction work began on an addition to our home. At this time, trees were removed and preparation began for the foundation. Since the ground was to be excavated, the sprinkler system was shut off, but only at the wall unit, and would not be turned on again until all construction was complete and repairs had been made to the existing sprinkler system post construction (March 2015 timeframe). In reality, the sprinkler system remained on throughout the construction and through the winter months -- only the wall unit was turned off. Despite the system being on this entire time, there was no sign of excessive water usage from October 2014 thru March 2015.

- During excavation of the construction site, lines for the existing sprinkler were cut and capped. A second excavation site on the opposite side of the house was also excavated for a basketball court. Here too, lines were cut, however, they were not noticed and were not capped. Lines were eventually located and capped as discussed below.

- During the construction, power had to be cut for an extended period to our pool's pump system, resulting in the eventual need to completely drain, power wash, and refill our pool. It took four days of running the garden hose on full to fill the 25,000 gallon pool. We did this refilling around Thanksgiving 2014, which is largely reflected on our December 2014 bill amounting in 22,000 gallons.

- In mid-January, post construction, we hired Mr. Felix Martinez to clean up debris, move dirt and repair landscaping. Mr. Martinez spent over a month preparing the area to the point where he only needed to lay sod. At this point, we had him stop in order to bring in an irrigation specialist.

- On 4 March 2015, Mr. Anthony Kotara, of Landscape of Texas, came out to assess, repair and test the sprinkler system. He reworked several zones around the addition and the basketball court and then tested the system to ensure it was working properly. He was paid by check (#2535) in the amount of \$1500 for his service.

-- When I arrived home from work, the evening of 4 March 2015, I wanted to check the system for myself. I turned my system on and set each zone to run several minutes to allow time for inspection. At this point I noticed water emerging from underneath the basketball court (zone 4). I immediately shut the system down and called Mr. Kotara to report the problem.

- On 6 March 2015, Mr. Kotara returned with his crew to excavate around the basketball court. They located several cut lines and capped them to resolve the leak. Mr. Kotara was paid \$300 cash for the service call.

- On 25 March 2015, I requested Mr. Kotara return to add a couple of sprinkler heads for better coverage of newly planted bushes along our back fence. Mr. Kotara was paid by check (#2541) in the amount of \$300.

- During the month of March, I operated my sprinkler system in accordance with the irrigation rules established by the City of Garden Ridge. I immediately stopped using the irrigation system once notified of the excessive water usage on 24 April 2015.

- Seeking clarification, I immediately contacted the City and spoke with Mr. Royce who suggested that we monitor our water usage, test flow rates and look for leaks.

-- Per Mr. Royce's advice, I began monitoring and documenting my water usage for the next several days. This monitoring showed that we were well within tolerance for water usage for the next several days, with the counter advancing no more than 40-50 per day. Shortly thereafter, the City removed the old water meter and installed a new water meter.

- Simultaneously, we also requested Mr. Kotara (irrigation expert) and Mr. Jason Edwards of DK Edwards Construction (General Contractor for our construction project, and owner of Green Plumbing) to perform assessments of the issue.

-- Mr. Kotara and Mr. Edwards both determined that there was no major leak on the property and that the usage reported had to be from equipment malfunction or a faulty/erroneous reading. The professional opinion of both of these individuals is that there is no evidence to account for that much water usage.

- As a further precaution, on 18 May 2015, at our request, Mr. Kotara installed a valve, referred to as a hockey puck, which only allows my sprinkler system to turn on for the hours of the day we are able to water during stage 2. Now, the sprinkler system will not have water or operate outside of those programmed windows. Installation of the control valve was paid for by check (#2561) in the amount of \$175.

DISCUSSION

- Regarding the water department's procedure when a home is sold in Garden Ridge: we signed up for water service the day we closed on the property, so there was no interruption in service. After the transition of ownership, was the meter read by remote or was the lid physically removed and the numbers read?

- How often are the sending units calibrated and checked on the meters and with the computer and software?

- Our meter was the old brass type. What was the result of the serviceability check on the meter and sending unit?

- Approximately June 2014, we had our backflow preventer valve installed by one of the City "authorized" installers. It is my understanding that the contractor from the approved list of installers was unable to shut off the water and called the City. My neighbor reported to me that when the City showed up, the water valve was broken during the attempt to shut it off and water was running down the street for some time. Could this possibly be part of the missing water?

- The sprinkler system remained on throughout the construction and through the winter months -- only the wall unit was turned off. Despite the system being on this entire time, there was no sign of excessive water usage from October 2014 thru March 2015. Why would the "leak" not have been ongoing from the start of construction (particularly from the excavation phase)?

- Another neighbor (at the corner of Mt Laurel and Gardenia Bend Drive) has also recently reported a bill in excess of 70,000 gallons, the accuracy of which he questions. They do not own a pool (which might require filling) and they use a soaker hose irrigation system.

- Finally, recent heavy rains over the past several weeks have showed us where on the property we have some evidence of pooling. Water pooled, particularly on the uphill side yard of our house, for a period during and following the downpours. This would seem to indicate that a leak

of the magnitude that is alleged by the 278,000 gallons usage would certainly leave some evidence along the way.

SUMMARY

I believe that our contractor and irrigation specialist have done their due diligence during all phases of construction. I also believe that we, as home owners, have done our due diligence in hiring a qualified irrigation company to repair, replace and test the sprinkler system. The sprinkler system valve had been on the entire time of construction (only the wall unit was off) and there was no sign of excessive water usage from October 2014 thru March 2015. It took us 4 days of the hose running on full to fill our pool with 25,000 gallons of water. It defies reason to believe that 278,000 gallons of water was consumed during the span of 4 weeks of watering sessions and a handful of test sessions. Some other explanation for the water usage report must exist. The highest usage months according to our water bills/statement (with the exception of the April statement) directly correlate to the hottest and driest months (August/September) and still don't come close to reaching the levels of consumption alleged by the April 2015 statement. We respectfully request you review the documentation submitted along with our water usage history over the past year that we have lived here, and make a recommendation as to an appropriate water bill balance, given all the facts outlined in the Background section above.



Date: 05/14/15

To Whom It May Concern,
REF: LEAK REPAIR and Master Valve Installation
Address: 9419 Gardenia Bend Dr.
Date of Service: 05/8/15

Our company was called to repair an irrigation leak at the above mentioned address and date. The technician installed a master valve. The homeowner received an abnormally high water bill due to high water usage. This repair should take care of this issue. If you have any questions in this matter please feel free to contact our office.

Thank You,
Jeff Smith – Lic# LI0009514
Director of Irrigation
210-659-4736
Landscape of Texas
PO BOX 457
Schertz Tx. 78154

Irrigation in Texas is regulated by the Texas Commission on Environmental Quality
(TCEQ) (MC-178) P.O. Box 13087 Austin, Tx 78711-3087
TCEQ's Website is www.tceq.state.tx.us

STATEMENT

Ron Renouf Quality Services

No.

Used Irrigator #1285
 Tantucket
 San Antonio, Texas 78230-3425
 (210) 696-1411



DATE:

3/11/14

AMOUNT REMITTED

\$500.00

TO:

9419 GARDINIA BEND

DETACH AND MAIL WITH YOUR REMITTANCE. YOUR CANCELLED CHECK IS YOUR RECEIPT.

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
		PREVIOUS BALANCE ▶		
	INSTALL RP TYPE BACKFLOW PREVENTION ASSY. ON IRRIGATION. PARTS, TAX & LABOR			500.00
	THANK YOU			
INSTALLED/SERVED BY QUALITY SPRINKLERS 696-1411 STATE LICENSE #1285		 IRRIGATION IN TEXAS IS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) (MC-178), P.O. BOX 13087 AUSTIN, TEXAS 78711-3087 TCEQ's Web Site is: www.tceq.state.tx.us		

STATEMENT

Thank You

Account Number - 20-4639-02 CZERNIAK, GREGORY/MARIE Service Address: 9419 GARDENIA BEND DRIV

Service: 010 RI WATER - RES INSIDE Meter: 54621702

	Read		Total		Demand		Reading		
Month	Date	Previous	Current	Consumption	Read	Consumption	Flag	Source	Occupant
ear : 2015 Total 4									
	04/23/2015	5261	5539	278			Regular	Hand Held	02
Nov	03/23/2015	5245	5261	16			Regular	Hand Held	02
Feb	02/20/2015	5237	5245	8			Regular	Hand Held	02
Jan	01/23/2015	5232	5237	5			Regular	Hand Held	02
ear : 2014 Total 9									
Dec	12/19/2014	5210	5232	22			Regular	Hand Held	02
Nov	11/20/2014	5205	5210	5			Regular	Hand Held	02
Oct	10/23/2014	5194	5205	11			Regular	Hand Held	02
Sep	09/23/2014	5137	5194	57			Regular	Hand Held	02
Aug	08/22/2014	5089	5137	48			Regular	Hand Held	02
Jul	07/23/2014	5082	5089	7			Regular	Hand Held	02
Jun	06/23/2014	5066	5082	16			Regular	Hand Held	02
May	05/22/2014	5014	5066	52			Regular	Hand Held	02
Apr	04/23/2014	5006	5014	8			Regular	Hand Held	02
				Avg 41					

DT TIME Read

5/1 2010 5543/88 — 38
 5/2 2010 5544/26 — 49
 5/3 2025 5544/75

Account Management - (view)

File Edit Options Functions Consoles Help

Account Number
20-4639-02
New Occupant

Zone
01
Notes

Address
9419 GARDENIA BEND DRIV

Name
CZERNIAK, GREGORY/MARIE

General Metered Non-Metered Financial Information Comments History Consumption History Service Orders Devices

Services
010 RI WATER - RES INSIDE - 78216088

Filter

Period
Thru
99/9999

Grid Graph Bill History

Year

Month	Date	Read		Total Consumption	Demand		Reading		Occupant
		Previous	Current		Read	Consumption	Flag	Source	
- Year: 2015 Total 5									
May	05/22/2015	0	9	15			Regular	Hand Held	02
Apr	04/23/2015	5261	5539	278			Regular	Hand Held	02
Mar	03/23/2015	5245	5261	16			Regular	Hand Held	02
Feb	02/20/2015	5237	5245	8			Regular	Hand Held	02
Jan	01/23/2015	5232	5237	5			Regular	Hand Held	02
- Year: 2014 Total 9									
Dec	12/19/2014	5210	5232	22			Regular	Hand Held	02
Nov	11/20/2014	5205	5210	5			Regular	Hand Held	02
Oct	10/23/2014	5194	5205	11			Regular	Hand Held	02
Sep	09/23/2014	5137	5194	57			Regular	Hand Held	02
				Avg 39					

Edit This Record

Clear

View

water



CRRT R016
GREGORY/MARIE CZERNIAK
9419 GARDENIA BEND DR
GARDEN RIDGE TX 78266-2523

20-4639-02 05/31/2015 04/23/15 05/22/15 29 06/15/2015

OLD METER 5539
NEW METER 0

5545
9000

05/05/15
15000

54621702 METER CHANGE

RI WATER	36.50
TR1 GARBAGE	24.56
EAA EAA FEE	2.67
TAX	2.03

WATERING ALLOWED ANY DAY FROM
12AM-10AM & 8PM-12AM SEE GRAPEVINE OR
CITY WEBSITE WWW.CI.GARDEN-RIDGE.TX.US
FOR MEETINGS & EVENTS
NON-EMERGENCY/AFTER HOURS/LOST&FOUND
PETS CALL 651-6831

PAST DUE AMOUNT 3,371.78

9419 GARDENIA BEND DRIV

\$3,780.92 \$3,437.54



06/15/15 20-4639-02

\$3,780.92 \$3,437.54



CRRT R016
GREGORY/MARIE CZERNIAK
9419 GARDENIA BEND DR
GARDEN RIDGE TX 78266-2523

9419 GARDENIA BEND DRIV

Account Management - (View)

FileEditOptionsFunctionsConsolesHelp

Account Number20-4639-02New Occupant

Address9419GARDENIA BEND DRIV

Zone01Notes

NameCZERNIAK, GREGORY/MARIE

GeneralMeteredNon-MeteredFinancialInformationCommentsHistoryConsumption HistoryService OrdersDevices

Occupant	Number	Action	Status	Job Code	Job Date	Comp Date	
02	005499	Meter Swap	Complete	SWAP	05/05/2015	05/05/2015	0
01	004742	Connect	Complete	ON	04/11/2014	04/11/2014	0
00-01	004728	Disconnect	Complete	OFF	04/11/2014	04/11/2014	0
00	001338	Occupant Change	Complete	OCC	02/17/2005	02/17/2005	0
00	001334	Disconnect	Void	OFF	02/17/2005		
00	000301	Connect	Complete	ON	02/17/2004	02/17/2004	0

Edit This Record

Viewwater

Clear

Water Manager

From: The Vaille Family <vailles@satx.rr.com>
Sent: Saturday, July 11, 2015 8:10 PM
To: Water Manager
Subject: Water Bill Correction

Royce,

Thanks for guiding us through the water bill correction process following the leak at our home at 8830 Cherokee Path during the April-May billing period. We are very satisfied with the decisions of the Water Commission and City Council. Even though the water leak did cross into the May-June billing period as well, and did increase our bill above what it normally would have been, we are not going follow-up with the Water Commission and City Council to seek a reduction in that bill.

Thanks again.

Kevin and Nancy Vaille

AN ORDINANCE

PROHIBITING THE USE OF A HAND-HELD MOBILE COMMUNICATION DEVICE TO ENGAGE IN A CALL, OR SEND, READ OR WRITE A TEXT MESSAGE, OR ENGAGE IN ANY OTHER USE OF THE DEVICE WHILE OPERATING A MOVING MOTOR VEHICLE BY REPEALING SECTION 19-254 AND AMENDING SECTION 19-255, ARTICLE VII OF THE CITY CODE OF SAN ANTONIO, TEXAS; AND PROVIDING FOR A FINE OF UP TO \$200.00 PER VIOLATION.

* * * * *

WHEREAS, the City Council finds that the use of a hand-held mobile communication device to 1) engage in a call, 2) send, read, or write a text message, 3) view pictures or written text, whether transmitted by internet or other electronic means, 4) engage in gaming, or 5) engaging in any other use of the device while operating a moving motor vehicle is a traffic hazard and a danger to the public, which creates a particular danger or probability of danger in the City of San Antonio; and

WHEREAS, the City Council believes that prohibiting the use of hand-held mobile communication devices to engage in any use of a mobile communication device while driving, with certain defenses, would further and protect the public health, safety, and welfare; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. Division 1, "Generally," of Article V, "General Rules of Vehicle Operation," of Chapter 19, "Motor Vehicles and Traffic" of the City Code of San Antonio, Texas, Section 19-255, entitled "Regulating the Use of Hand-held Mobile Communication Devices while Driving," is hereby amended to read as follows:

SEC. 19-255 REGULATING THE USE OF HAND-HELD MOBILE COMMUNICATION DEVICES WHILE DRIVING.

(a) In this section:

- (1) **ENGAGING IN A CALL** means talking to, dialing, or listening on a hand-held mobile communication device, but does not include holding a mobile communication device to activate or deactivate the device.
- (2) **HAND-HELD MOBILE COMMUNICATION DEVICE** means a text-messaging device or other electronic, two-way communication device that uses a commercial mobile service, as defined by 47 U.S.C. § 332, that is

designed to receive and transmit voice communication, text message or pictorial communication, or both, whether by internet or other electronic means. The term includes a mobile telephone, and a personal digital assistant (PDA).

- (3) HANDS-FREE MOBILE TELEPHONE means a mobile telephone that has an internal feature or function or that is equipped with an attachment or addition, whether or not permanently part of the mobile telephone, by which a user engages in a call without the use of either hand (or prosthetic device or aid in the case of a physically disabled person) whether or not the use of either hand (or prosthetic device) is necessary to activate or deactivate the mobile telephone.
 - (4) PARK OR PARKED shall mean for the operator to completely cease movement of a motor vehicle in a lawful manner and location. For purposes of this Section, "Parked" does not include or mean a vehicle stopped in a lane of traffic due to either a lawful traffic control device, or the conditions on the roadway, or traffic congestion patterns then existing.
 - (5) TEXT MESSAGE means a two-way communication (whether real-time or asynchronous) in which data (composed in whole or in part of text, numbers, images, or symbols) is sent, entered, or received by a method other than by voice and transmitted through either a short message service (SMS) or a computer network. The term does not include a communication transmitted through a global positioning or navigation system.
- (b) A person commits an offense if the person uses a hand-held mobile communication device to 1) engage in a call, 2) send, read, or write a text message, 3) view pictures or written text whether transmitted by internet or other electronic means, 4) engage in gaming, or 5) engage in any other use of the device while operating a moving motor vehicle.
 - (c) This section does not apply to an operator of a motor vehicle using a hand-held mobile communications device:
 - (1) while the vehicle is legally parked or is being driven on private property;
 - (2) that is affixed to the vehicle and used as a global positioning or navigation system;
 - (3) that is used with a hands-free mobile communication telephone or other such device;
 - (4) while operating an authorized emergency vehicle in an official capacity; or

- (5) who is licensed by the Federal Communications Commission while operating a radio frequency device other than a hand held mobile communication device.
- (d) It shall be an affirmative defense to prosecution under this section that the person was using a hand-held mobile communication device for the purpose of:
 - (1) executing the person's official duties;
 - (2) reporting illegal activity to a law enforcement agency;
 - (3) communicating with an emergency response operator, a fire department, a law enforcement agency, a hospital, a physician's office, or a health clinic regarding a medical or other emergency situation; or
 - (4) preventing injury to a person or property.
- (e) Only warning citations may be issued for the first 30 days following the effective date of this ordinance so that an educational effort by the City of San Antonio may be conducted to inform the public about the importance and requirements of this new Ordinance. Thereafter, a person convicted of an offense under this section shall be punished by a fine of not more than \$200.
- (f) An offense under this section is not a moving violation and may not be made a part of a person's driving record or insurance record.
- (g) In addition to enforcement by a peace officer of the City of San Antonio, this section may be enforced by a peace officer of another entity, including those employed by school districts, duly authorized to issue traffic citations within the City of San Antonio.

SECTION 2. Chapter 19 of the City Code of San Antonio, Texas, as amended, will remain in full force and effect, save and except as amended by this ordinance.

SECTION 3. Section 19-254 of Article VII, Chapter 19 of the City Code of San Antonio, Texas is hereby repealed.

SECTION 4. Should any article, section, part, paragraph, sentence, phrase, clause, or word of this ordinance, for any reason, be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained be held to be unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be unconstitutional or invalid or ineffective.

SECTION 5. The publishers of the City Code of San Antonio, Texas are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to format and number paragraphs to conform to the existing Code.

SECTION 6. The City Clerk of the City of San Antonio is hereby directed to publish notice of this Ordinance as required by Section 17 of the Charter of the City of San Antonio and the laws of the State of Texas.

SECTION 7. This ordinance shall be published in accordance with Section 6 above, and shall take effect on January 1, 2015.

SECTION 8. The Chief of Police shall report to City Council one year from the effective date of this ordinance regarding the number of citations issued under the ordinance and the number of collisions attributed to a violation of the ordinance.

PASSED AND APPROVED this 6th day of November, 2014.

M A Y O R
Ivy R. Taylor

ATTEST:

APPROVED AS TO FORM:

Leticia M. Vacek, City Clerk

Robert F. Greenblum, City Attorney

City Administrator

From: City Administrator
Sent: Tuesday, July 28, 2015 8:30 AM
To: 'Larry Steele'
Subject: RE: Lighting in Lions Den Building

Request is approved for the placement of three banners for the Garden Ridge Lion's Club Fish Fry & Auction from September 3 – October 3, 2015. The approved locations are FM 2252/Bat Cave, FM 3009/FM 2252 and FM 3009 at entrance of Municipal Parkway.

Thanks,
Nancy Cain
City Administrator
City of Garden Ridge
administrator@ci.garden-ridge.tx.us
210-651-6632

From: Larry Steele [<mailto:lsteele002@satx.rr.com>]
Sent: Monday, July 27, 2015 6:06 PM
To: City Administrator
Subject: Re: Lighting in Lions Den Building

Nancy—that would be fine—I thought we used those dates last year but must be mistaken. 3 Sep thru 3 Oct is great—thanks so much.

Larry

On Jul 27, 2015, at 3:54 PM, City Administrator <administrator@ci.garden-ridge.tx.us> wrote:

Mr. Steele,

I am only authorized to approve the banners for a period of 30 days so with that said I can only approve the banners from September 3 through October 3, 2015. If you desire a longer period time you would have to make a request to the Planning and Zoning Commission (next meeting August 11) and then to City Council (September 2) so you would then be back to the September 3 beginning date. Please let me know what you desire to do.

Thanks,
Nancy Cain
City Administrator
City of Garden Ridge
administrator@ci.garden-ridge.tx.us
210-651-6632

From: Larry Steele [<mailto:lsteele002@satx.rr.com>]
Sent: Monday, July 27, 2015 3:43 PM
To: City Administrator
Subject: Re: Lighting in Lions Den Building

Yes but would like to hang a 3rd banner on the day of the actual event--3 Oct--we hang that one up in front of the community center. The dates would be 1st week in August until 3 Oct.

Larry Steele
President-GRLC

Sent from my iPade

On Jul 27, 2015, at 2:47 PM, City Administrator <administrator@ci.garden-ridge.tx.us> wrote:

Mr. Steele,

Are these the only two banners that will be put up? What is the time frame that you are requesting?

Thanks,
Nancy Cain
City Administrator
City of Garden Ridge
administrator@ci.garden-ridge.tx.us
210-651-6632

From: Larry Steele [<mailto:lsteel002@satx.rr.com>]
Sent: Monday, July 27, 2015 11:16 AM
To: City Administrator
Subject: Re: Lighting in Lions Den Building

Thanks for the Info-I left a message with Royce. Also could I get permission from the City to hang our Fish Fry Banner at the intersection of FM 2252/Bat Cave Road and I will also ask permission from Mr. & Mrs. Wetz to hang a banner at FM 3009/FM 2252? We hope to them until 4 Oct.

vr

Larry Steele
President-GRLC

On Jul 27, 2015, at 8:43 AM, City Administrator
<administrator@ci.garden-ridge.tx.us> wrote:

You are welcome. Please contact Royce Goddard. He can be reached at 210-347-3380 or at watermanager@ci.garden-ridge.tx.us.

Nancy Cain
City Administrator
City of Garden Ridge
administrator@ci.garden-ridge.tx.us
210-651-6632

From: Larry Steele [<mailto:lsteel002@satx.rr.com>]
Sent: Friday, July 24, 2015 6:19 PM
To: City Administrator
Subject: Lighting in Lions Den Building

Hello Nancy-I hope you have a great weekend. I missed a telephone call from your employee who was helping me fix the lights at the Lions Den. I was hoping you could email me his name and phone number Monday-so I can make contact to get the building reopened for him. Evidently he replaced the outside light fixture but stated there was no power to the unit. Thanks again for helping me get this problem fixed!

vr

Larry Steele
President-GRLC
Phone=210-651-3004

This email has been scanned for email related threats and delivered safely by Mimecast.
For more information please visit <http://www.mimecast.com>

Larry and Pat Steele
lsteel002@satx.rr.com

This email has been scanned for email related threats and delivered safely by Mimecast.
For more information please visit <http://www.mimecast.com>

This email has been scanned for email related threats and delivered safely by Mimecast.
For more information please visit <http://www.mimecast.com>

Larry and Pat Steele
lsteel002@satx.rr.com

City Administrator

From: Councilpl2
Sent: Saturday, July 25, 2015 8:32 PM
To: Daniel
Cc: City Administrator; Ron Eberhardt
Subject: Refuse To Be A Victim

Lt. Bellinger,

I want to congratulate you and entire Garden Ridge Police Department for sponsoring the 'Refuse To Be A Victim' program on July 25, 2015. The fact that the attendance was at full capacity attests to how the residents of Garden Ridge feel about their police department and the trust they have in their PD to deliver a quality product. It's because of programs like this that help make our City a very special place to live.

Sincerely,

Shelby Trial
Garden Ridge City Council

Library Report, August 2015

Summer is definitely our busiest season. Even being closed on June 27 for the Car Rally, July 4 and July 6, we had 704 visits.

~There were 1128 items checked out, mainly children's books.

~We added 37 new patrons.

~119 new items were added to the Library Collection

~Lunch-n-Learn: On July 8 Don Tuff gave an excellent program which he called "Insects: The Good, the Bad and the Unusual." Twenty people enjoyed learning about this topic.

~Our two Story Hours continue. Candice Ornes leads the preschoolers with stories, songs and a simple craft. Linda Crosland reads to the K-1st grade of Garden Ridge Elementary School, along with a craft.

<i>GRES Story Hour 6/25</i>	<i>24</i>
<i>Preschoolers Story Hour 6/25</i>	<i>3</i>
<i>Preschoolers Story Hour 7/2</i>	<i>29</i>
<i>GRES Story Hour 7/2</i>	<i>22</i>
<i>Preschoolers Story Hour 7/9</i>	<i>20</i>
<i>GRES Story Hour 7/9</i>	<i>21</i>

**Water Managers
Monthly Department Report
Jul-15**

	2014						2015						Report Date Actual Month
	Edwards		Trinity		Total	Quarterly	Edwards		Trinity		Total	Quarterly	
	Gallons	Acre Feet	Gallons	Acre Feet	Acre Feet	Acre Feet	Gallons	Acre Feet	Gallons	Acre Feet	Acre Feet	Acre Feet	
January	0	0.00	16,743,000	51.38	51.38		2,633,000	8.08	11,167,000	34.27	42.35		Actual
February	1,000	0.00	17,438,000	53.52	53.52		324,000	0.99	14,774,000	45.34	46.33		Actual
March	567,000	1.74	20,501,000	62.92	64.66	169.56	14,394,000	44.17	1,922,000	5.90	50.07	138.76	Actual
April	5,793,000	17.78	25,304,000	77.66	95.43		17,561,000	53.89	327,000	1.00	54.90		Actual
May	6,107,000	18.74	24,441,000	75.01	93.75		8,147,000	25.00	8,066,000	24.75	49.76		Actual
June	27,186,000	83.43	4,145,000	12.72	96.15	285.33	1,394,000	4.28	20,378,000	62.54	66.82	171.47	Actual
July	30,026,000	92.15	6,424,000	19.71	111.86		20,423,000	62.68	5,696,000	17.48	80.16		7/1-7/20
August	27,471,000	84.31	12,003,000	36.84	121.14		0	0.00	0	0.00	0.00		
September	19,419,000	59.59	8,904,000	27.33	86.92	319.92	0	0.00	0	0.00	0.00	80.16	
October	13,667,000	41.94	14,646,000	44.95	86.89		0	0.00	0	0.00	0.00		
November	14,967,000	45.93	1,806,000	5.54	51.47		0	0.00	0	0.00	0.00		
December	16,152,000	49.57	332,000	1.02	50.59	188.95	0	0.00	0	0.00	0.00	0.00	
TOTAL	161,356,000	495.18	152,687,000	468.58	963.76		64,876,000	199.10	62,330,000	191.28	390.38		Total EAA Allocations 1,054.89
	EAA Stage 3, -35%, Available 630.14 Ac/Ft, Unused 134.96 Ac/Ft						EAA Stage 0, 0%, Available 855.79 Ac/Ft, Unused 855.79 Ac/Ft						

Current Edwards Permits

Allocated Pumpage	CO00139	P100-767	484.071	Acre Feet	Year Comparison: January/December – January/December	
Purchase	BE 00109I	P100-327	2.000	Acre Feet	2014 2015	
Purchase	ME 00417D	P101-185	1.301	Acre Feet	Edwards: 69,680,000 gals 213.84 ac/ft. 64,876,000 gals 199.10 ac/ft.	
Purchase	ME 00479I	P101-315	3.895	Acre Feet	Trinity: 114,996,000 gals 352.92 ac/ft. 62,330,000 gals 191.28 ac/ft.	
Purchase	UV 00437I	P101-699	2.000	Acre Feet	Total: 184,676,000 gals 566.76 ac/ft. 127,206,000 gals 390.28 ac/ft.	
Purchase	UV 00461I	P101-752	4.000	Acre Feet		
Purchase	UV 00478I	P101-801	2.000	Acre Feet	Difference from 2014 – 2015: 57,470,000 gals 176.48 ac/ft. less usage	
Purchase	UV 00537H	P101-959	2.000	Acre Feet		
Purchase	UV 00576I	P102-040	14.000	Acre Feet	Water Connections: 2014 – 1518 2015 - 1551	
Purchase	UV 00630G	P102-146	1.760	Acre Feet		
Purchase	BE 00081AE	P100-200	62.000	Acre Feet	Avg. Daily Usage for July 2015: 1,305,950 gals	
Transfer	CO00119AA	P102-564	0.660	Acre Feet		
Transfer		P103-312	4.500	Acre Feet	Avg. usage per connection for June 2015: 16,840.103 gals	
Transfer		P102-416	2.000	Acre Feet		
Transfer	Keith Zar Pools	P106-186	1.000	Acre Feet	Avg. connections 2014: 1532 Avg. usage per connection for 2014: 204,988.903 gals	
Lease	City of Schertz		400.000	Acre Feet		
Lease	M. Friesenhahn	P100-745	65.000	Acre Feet		
Lease	Lloyd Loehman	P107-429	3.000	Acre Feet		
Lease	BVFD	P102-302	-0.300	Acre Feet		

Total Edwards Allocations Available 1,054.89 Acre Feet

Monthly Well Progress Report

Trinity Well Status:	Static Level: July 1 st : 207.9'	July 20 th : 207.9'	Diff. of: 0.0'
----------------------	---	--------------------------------	----------------

GPM: 851	Pumping Level: July 1 st : 174.6'	July 20 th : 174.6'	Diff. of: 0.0'
----------	--	--------------------------------	----------------

Edwards Wells Status:	Static Level: July 1 st : 61.5'	July 20 th : 60.4'	Diff. of: 1.1'
-----------------------	--	-------------------------------	----------------

New Meter Installations	3	Meter Replacement	8	Main Breaks	0
New Service Line Inspections	5	Service Line Replacement	0	Service Line Leak Repair	3
Irrigation System Inspections	5	Fire Hydrant Maintenance	15	Leak Adjustment	2
Toilet Rebates	3	Washing Machine Rebates	0	Water Heater Safety Inspections	1

Projects:

CIP.

Trinity Well #2:

Public Works

May 20, 2015—June 20, 2015

Street and Right of Way Maintenance

Right of ways shredded	3
Street repairs	3
Street shoulder repairs	2

Storm water Drainage Facility and Easement Maintenance

Outfalls inspected:	19
Detention/Retention ponds inspected:	18
Trash pickup:	FM3009 , FM 2252 , Doerr Ln. , Nacogdoches Loop
Detention pond mowed	1

Park and City Facility/Property Maintenance

Added topsoil to the drainage channel at Paul Davis park

Parks mowed:	2
Community Center Mowed:	1

Animal Control

Domestic Animal Apprehensions:	Dogs 2	Cats 0	YTD Dogs 40	Cats 30
Nuisance Complaint Calls :	0		YTD	0
Animal Bite Calls :	0		YTD	0
Deer Carcass Disposals:	25		YTD	116
Raccoon :	5		YTD	21
Opossum :	5		YTD	25
Skunks :	0		YTD	16
Other: 3 Squirrels --2 bird--1 Turtle—1 rabbit--- 1 ringtail -1 owl			YTD	51

Hunters for the hungry animal donations : Deer 0/Wild Hogs 0	YTD	0
Total animal control apprehensions/pickups for 2015:	YTD	299
Animal transferred to adoption agency: 3	YTD	6
Animals returned to owners: 7	YTD	27
Animals' adopted:	Dogs. 2	Cats 0
	YTD	4
Current animals in city's care:	Dogs. 1	Cats. 13
Animals ready for adoption:	Dogs. 1	Cats. 0

Special Note

Oak Wilt Update:

None Found



GARDEN RIDGE POLICE DEPARTMENT

AUGUST
JUNE 21ST – JULY 20TH

CALLS FOR SERVICE

Location	Calls	Code	Water	Total
ARROWOOD	0			0
BAT CAVE ROAD	4	2		6
BINDSEIL	1			1
COUNTRY OAK ESTATES	3			3
ENCLAVE AT GARDEN RIDGE	1			1
FM 2252	12			12
FM 3009	19			19
FOREST WATERS	5			5
GARDEN RIDGE ESTATES	10	6		16
GEORG RANCH	8			8
MUNICIPAL COMPLEX	3			3
NACOGDOCHES LOOP	0			0
OAK MEADOW ESTATES	1			1
PARK LANE ESTATES	2	2		4
REGENCY OAKS	2			2
SCHOENTHAL ROAD	1			1
THE FOREST OF GARDEN RIDGE	5			5
THE PARK AT GARDEN RIDGE	1			1
TROPHY OAKS	1			1
TWISTED OAKS	1	1		2
WILD WIND	4			4
WOODLANDS OF GARDEN RIDGE	0	1		1
COUNTY	12			12
OTHER	4			4
TOTALS	100	12	0	112

ARRESTS – 20
ALARM PERMITS – 5
CRASHES – 3

ALARMS – 14
SOLICITOR PERMITS – 0

Location	Units	Injury	Fatal	Type
FM 3009	1 vehicle vs. Deer	0	0	CR3
FM 3009	1 vehicle vs. Guardrail	0	0	CR3
FM 3009	2 vehicles	0	0	CR2

ENFORCEMENT (428)

***Citations – 151**

***Warnings – 277**

INCIDENTS and ARRESTS

- 6/21/15- After being stopped for no front LP, Ofc. Simkins arrested the subject for DWLI w/ Alcohol Related Suspension.
- 6/25/15- After being stopped for a defective brake lamp, Ofc. Simkins arrested the subject for NO DL.
- 6/26/15- After being stopped for no front LP, Ofc. Galan arrested the subject for NO DL.
- 6/28/15- After being stopped for speeding 52/40, Ofc. Galan arrested the subject for NO DL.
- 7/3/15- After being stopped for no front LP, Ofc. Simkins arrested the subject for NO DL.
- 7/4/15- After being stopped for disregarding a stop sign, Ofc. Acosta arrested the subject for NO DL.
- 7/5/15- After being stopped for an expired registration, Ofc. Simkins arrested the subject for DWLI w/ No Insurance.
- 7/7/15- After being stopped for an expired registration, Ofc. Galan arrested the subject for DWLI w/ No Insurance.
- 7/7/15- After being stopped for speeding 50/40, Ofc. Pelata arrested the subject for Failure to Comply w/ Occupational License Possession Requirement.
- 7/10/15- After being stopped for disregarding a red light, Ofc. Mongrell arrested the subject for DWLI.
- 7/11/15- While Ofc. Mongrell and Ofc. Pelata were conducting a crash investigation, Ofc. Pelata arrested a subject for Possession of a Controlled Substance and Possession of Marijuana.
- 7/11/15- After being stopped for no front LP, Ofc. Simkins arrested the subject for DWLI.
- 7/11/15- After being stopped for speeding 60/40, Ofc. Oehler arrested the subject for NO DL.
- 7/12/15- After being stopped for speeding 52/40, Ofc. Pelata arrested the subject for Possession of Marijuana.
- 7/13/15- After being stopped for speeding 60/40, Ofc. Dennis arrested the subject for NO DL.
- 7/14/15- After being stopped for no front LP, Ofc. Dennis arrested the subject for NO DL, Possession of Marijuana.
- 7/15/15- After being stopped for no front LP, Ofc. Acosta arrested the subject for DWLI.
- 7/15/15- After being stopped for no front LP, Ofc. Mongrell arrested the subject for NO DL.
- 7/16/15- After being stopped for no front LP, Ofc. Acosta arrested the subject for Traffic Warrant, Possession of Marijuana and NO DL.
- 7/19/15- After being stopped for speeding 53/40, Ofc. Galan arrested the subject for DWLI w/ No Insurance.

INFORMATION | SAFETY TIP

We are going to have a new traffic signal installed on FM 3009 and Municipal Parkway. This new signal will contain a flashing yellow left turn arrow. We are hoping this flashing arrow will help eliminate some congestion for those turning left. This yellow flashing turn arrow **does not** give any driver the right of way, but merely allows the driver to make a turn should the opposite lanes allow and there is no chance of collision.

I am asking everyone to please be patient and show common sense and restraint when using this new signal. It will be installed before the new school year starts and we all know how much of a hurry everyone is in to drop their children at school on their way to work. I ask that you please do not take that unnecessary risk on that yellow turn signal so you may arrive safely to your destination.

I have been watching as similar lights were placed on FM 3009 in the Schertz area and can say with certainty and proof that the accident rate increased upon their initial implementation due to people not understanding the light. If you have any questions regarding this new traffic signal, please contact my office and we will do our best to answer all of your questions. Let's make this new signal an added benefit to the community and not an added risk.

TRAINING

- | | |
|-----------------------------|--------------------------------|
| ♦ "Traffic Stops & the Law" | ○ Ofc. Mongrell |
| ○ Ofc. Mongrell | ♦ "Crime Scene Investigations" |
| ♦ "DWI Investigations" | ○ Ofc. Simkins |
| ○ Cpl. Thoenke | |

Monthly Meeting Report

Nadine Knaus

Mayor

July, 2015

Northeast Partnership General Meeting

- Appointment of Nigel Davies as the Chairman of the RAPCO Membership Committee
- Presentation by San Antonio Coalition for Veterans and Families
- Sept. 10 NEP meeting Donna Campbell will be in attendance
- Aug. 1 – Marion Sausage Supper
- Aug. 7 – AACOG Newly Elected Officials Seminar

Comal County Luncheon

- Did not attend

Greater Bexar County Council of Cities

- MPO
 - July 29 workshop concerning call for projects
 - August 28 workshop on MPO – listen and observe only
- Hemisfair Redevelopment
 - Presentation on creation of various parks and public spaces in the Hemisfair area
- VIA
 - Presentation on their long range plans
- City of San Antonio
 - Presentation of plans for Google Fiber in San Antonio