



City of Garden Ridge

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

AGENDA CITY COUNCIL REGULAR MEETING WEDNESDAY, JUNE 2, 2021, 6:00 P.M.

The Garden Ridge City Council will meet in a regular session on Wednesday, June 2, 2021, at 6:00 p.m. in the City Council Chambers, 9400 Municipal Parkway, Garden Ridge, Texas. This is an open meeting, open to the public, subject to the Open Meetings Law of the State of Texas, and as required by law, notice is hereby posted providing time, place, date, and agenda thereof. The meeting facility is wheelchair accessible and accessible parking spaces are provided. Requests for accommodations or interpretative services must be made to the City Secretary 48 hours prior to this meeting.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **City/Employee Recognitions/Employee Introductions**

- a) Thank you note from Marilyn Winters to the City of Garden Ridge and City Staff.
- b) Thank you note from Kitty Owen to Mayor Thompson and City Council.
- c) Thank you note from Hanson Aggregates-Servtex Quarry to the City of Garden Ridge.
- d) Texas Municipal Clerk's Office Achievement of Excellence Award.

5. **Citizen Comment Period – limited to 30 minutes total**

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

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

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

6. **Consent Agenda**

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

- a) Approval of Minutes for the April 26, 2021, City Council Special Meeting.
- b) Approval of Minutes for the May 5, 2021, City Council Regular Meeting.
- c) Approval of Minutes for the May 10, 2021, City Council Special Meeting.

- d) Financial Statement, Summary Report, and Management's Discussion and Analysis of Results of Operations – April 30, 2021.
- e) Garden Ridge Assembly Lease Agreement to continue leasing property located at 9375 Schoenthal Rd. for a period of two (2) years at the previously set rate of \$1,265 per month.
- f) Memorandum of Understanding for Disclosure of Information between the Comal County Criminal District Attorney's Office and the Garden Ridge Police Department.

7. Staff Reports

- a) City Administrator Monthly Activity Report.
 - Community and Event Center usage/financial report, Building Permits issued to date for residential, commercial, and minor construction projects, City Council ideas/suggestions, communication efforts, citizen concern/input, upcoming events, personnel updates, and continuity of operations.
- b) Finance/HR Monthly Activity Report.
 - Financial reporting, audits, employee benefits, communication efforts, upcoming events, personnel updates, and continuity of operations.
- c) City Secretary Monthly Activity Report.
 - Administrative operations and projects, records management, communication efforts, citizen concern/input, upcoming events, personnel updates, and continuity of operations.
- d) Police Department Monthly Activity Report.
 - Traffic/code compliance enforcement, criminal activity, upcoming events, and continuity of operations.
- e) Public Works Monthly Activity Report.
 - Street and right-of-way maintenance, drainage facility and easement maintenance, City parking lots and facility maintenance, Animal Services (domestic and wild), projects, and continuity of operations.
- f) Water Department Monthly Activity Report.
 - Water pumping/usage from City wells, water system infrastructure maintenance/repairs/projects, leak adjustments, water and/or drought management (current watering stage), and continuity of operations.
- g) Library Monthly Activity Report.
 - Upcoming events and continuity of operations.

8. City Engineer Projects Status Reports

- a) FM 2252 TxDOT Project.
- b) FM 2252 Wastewater Project.

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

- a) Planning and Zoning Commission:
 - 1. Planning and Zoning Commission Place 4 Vacancy.
 - 1.1. Receive recommendation to appoint Todd Hill to the Planning and Zoning Commission Place 4 vacancy with term expiring September 30, 2021.
 - 1.2. Take action on recommendation.
 - 2. Receive monthly activity update as applicable.
- b) Quarry Commission:
 - 1. Take action on designating Ex-officio of Quarry Commission.
 - 2. Receive monthly activity update as applicable.

- c) Water Commission:
 - 1. Request for water leak adjustment for 19204 FM 2252 for the billing period of February 22, 2021 – March 23, 2020.
 - 1.1. Receive recommendation from the Water Commission.
 - 1.2. Take action on recommendation.
 - 2. Receive monthly activity update as applicable.
- d) Wildlife Management Advisory Commission:
 - 1. Receive monthly activity update as applicable.
- e) Parks Committee:
 - 1. Receive monthly activity update as applicable.
- f) *Volunteer Garden Ridge!*
 - 1. Receive monthly activity update as applicable.

10. Approvals and Authorizations

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

- a) Election of Mayor Pro-Tem for a one-year period.
- b) Designation of authorized signers on bank accounts held by the City of Garden Ridge with First United Bank and TexPool.
- c) Application for Water and Wastewater Utility Service.
- d) Resolution No. 473-062021 A Resolution of the City Council of the City of Garden Ridge, Texas, authorizing the filing of an application for financial assistance from the State Infrastructure Bank and authorizing the City Administrator to act on behalf of the City of Garden Ridge, Texas, in all matters relating to the application.
- e) Mayor and City Council Stipend.
- f) Salary Uniformity and Step Pay Plan.
- g) Resolution No. 474-062021 A Resolution of the City Council of the City of Garden Ridge, Texas, approving Fiscal Year 2021 General Fund Budget Amendment #1 for the period of October 1, 2020, through September 30, 2021.
- h) Resolution No. 475-062021 A Resolution of the City Council of the City of Garden Ridge, Texas, approving Fiscal Year 2021 Water Company Operation and Maintenance Fund Budget Amendment #1 for the period of October 1, 2020, through September 30, 2021.

11. Updates

- a) City Council Projects.
 - 1. Animal Foster Program (Swint and Bower).
 - 2. Comal ISD Events (Swint and Arvidson).

12. Discussion of Future Agenda Items

13. Citizen Comment Period – limited to 20 minutes total

See “Rules for Citizens’ Participation” under Item 5.

14. Reports and Comments from Mayor and City Councilmembers

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

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

15. Executive Session

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

- a) Pursuant to Texas Government Code Section 551.071(1) and 551.071(2) – Consultation with Attorney and 551.072 – Deliberations About Real Property.
 1. To deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person and legal advice on same: wastewater utility easement acquisition and property acquisition for city building project and related matters.
 2. A matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551 regarding possible computer/data breach (Mayor's Access & PC) and related investigation.

16. Business Items

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

17. Adjournment

AGENDA NOTICES:

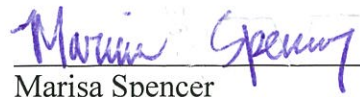
Decorum Required: Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order by the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual leave the meeting, and if refused, an order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

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

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

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

This is to certify that I, Marisa Spencer, posted this Agenda at 6:00 p.m. on May 27, 2021, on the bulletin board located at the entrance to Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas.


Marisa Spencer
City Secretary

City Secretary

From: City Administrator
Sent: Monday, May 3, 2021 9:41 AM
To: City Secretary
Subject: FW: [EXTERNAL] Election Thank You

For the June meeting.

Sent: Monday, May 3, 2021 9:03 AM
To: City Administrator <administrator@ci.garden-ridge.tx.us>
Subject: [EXTERNAL] Election Thank You

Nancy,

I want to convey my thanks to the City for the use of the Community and Event Center during the election. We processed 727 voters in early voting and 281 on election day. We are lucky to have a facility available to us that allows us to maintain safe distances between our equipment, voters, and clerks. An added benefit that was important on election day was being able to process our curbside voters under the covered driveway protected from the rain and potential lightning. We also had many voters being dropped off and picked up in the covered area.

Several voters commented on their preference for using the community center over voting in the courtroom and thanked me for changing locations. I informed them that the decision was made by the city out of concern for the citizens of Garden Ridge.

Of course, we could not accomplish this without the assistance of our always helpful city staff, especially Marisa Spencer, Stanley Georg, Kim Ryan and Manny Troncoso. We also appreciate the cooperation of the police department in allowing our equipment to remain in place during the police academy class.

Thanks again for all the city does to support us during our elections.

Marilyn Winters
Presiding Judge
Garden Ridge Vote Center

May 2021

Mayor Thompson and City Council,

At the April City Council Meeting,
I was humbled by your recognition
of my community service as a
Planning and Zoning Commissioner.

The presentation of the beautiful
crystal plaque was very thought-
ful.

Thank you for your kind words.
The plaque will be displayed
in a very prominent place on my
mantel.

I truly enjoyed being part of
the Garden Ridge team.
Thank you for thinking about me,
Regards, Kitty Ower

City Secretary

From: City Administrator
Sent: Thursday, May 13, 2021 4:24 PM
To: City Secretary
Subject: FW: [EXTERNAL] Thanks For Helping Us W



June Council meeting.

From: Cary Corbin
Sent: Thursday, May 13, 2021 3:26 PM
To: City Administrator <administrator@ci.garden-ridge.tx.us>
Subject: [EXTERNAL] Thanks For Helping Us With The Hanson / RACAP Food Drive

RACAP

Randolph Area Christian Assistance Program

May 13, 2021

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

Dear Ms. Cain,

On behalf of Hanson Aggregates – Servtex Quarry, I would like to thank the City of Garden Ridge for helping to collect food during the seventh annual Food Drive for RACAP, benefitting the food pantry serving our area. I would also like to thank you for all your help in organizing and promoting the event.

With your help, Hanson Aggregates – Servtex Quarry was able to collect a total of 7,184 pounds of food for RACAP.

A handwritten signature in black ink, appearing to read "Pat Pieton". The signature is fluid and cursive, with a large loop at the end.

Your generous donations will help feed school-aged children in our area this summer. As you know, this annual community-wide effort plays an important role in ensuring that school-aged children get enough food over the summer months when they don't have access to nutritious meals at school.

Thank you for being a part of another successful Food Drive for RACAP!

Best regards,
Pat Pieton
Plant Manager
Hanson Aggregates - Servtex Quarry



March 29, 2021

Larry Thompson, Mayor
City of Garden Ridge
9400 Municipal Parkway
Garden Ridge, TX 78266

Dear Mayor Thompson:

This letter is to inform you that of the 595 cities with members in the Texas Municipal Clerks Association, the Office of the Municipal Clerk in the City of Garden Ridge is one of 43 to receive the Texas Municipal Clerk's Office Achievement of Excellence Award.

The program recognizes the statutory requirements and demands for the effective management of resources for proper governance by the municipal clerk's office. The award itself recognizes municipal clerk offices throughout the state for compliance with federal, state and local statutes that govern standards necessary to fulfill the duties and responsibilities of the office. A municipal clerk office must have met and demonstrated nine of 12 standards to be eligible to receive the award. The 12 standards considered by a committee includes:

- Records Management
- Professional Development / Certifications
- Government Transparency
- Elections
- Awards/Recognitions
- Public Information Act
- Open Meetings Act
- Boards/Commissions
- Municipal Clerk Office Policies/Procedures
- Other Areas of Responsibility
- Innovation/Stream Line Projects
- Departmental Training

The recipients of this distinguished award will be recognized in the June issue of the TMCA, Inc., newsletter and be officially acknowledged in October at the awards banquet during our annual Advanced Institute. In addition, the Municipal Clerk's Office will receive a framed award certificate, so watch for it in the mail in the next few weeks!

Sincerely,

A handwritten signature in blue ink that reads 'Thelma A. Gilliam'.

Thelma A. Gilliam, TRMC, CMC
Chair, Achievement of Excellence Award Committee
Texas Municipal Clerks Association, Inc.



C: Achievement of Excellence Award Committee
Aimee Nemer, TRMC, CMC – TMCA, Inc., President
Alicia Richardson, TRMC, CMC – Committee Board Liaison



March 29, 2021

Marisa Spencer, City Secretary
City of Garden Ridge
9400 Municipal Parkway
Garden Ridge, TX 78266

Dear Marisa Spencer,

Congratulations on behalf of the Texas Municipal Clerks Association, Inc., and the Achievement of Excellence Award Committee. The Office of the Municipal Clerk in the City of Garden Ridge has met the requirements to receive the Achievement of Excellence Award!

The Achievement of Excellence Award program recognizes the statutory requirements and demands for the effective and efficient management of resources for proper governance by the municipal clerk's office. The award recognizes municipal clerk offices throughout the state for compliance with federal, state and local statutes that govern standards necessary to fulfill the duties and responsibilities of the office. A municipal clerk office must have met nine of 12 standards to be eligible for the Excellence Award.

Your office clearly succeeded in demonstrating the standards that qualified you to receive this award and we are proud of you and your office's accomplishments. This award highlights contributions that you and your City represent in local government.

The recipients of this distinguished award will be recognized in the June issue of the TMCA, Inc., newsletter and be officially acknowledged in October at the awards banquet during our annual Advanced Institute. In addition, the Municipal Clerk's Office will receive a framed award certificate, so watch for it in the mail in the next few weeks! If you would like your award presented in person or at a City Council meeting, please contact a TMCA staff member at 940-565-3488.

A copy of the notification mailed to your Mayor is enclosed. Congratulations again and keep up the GREAT work!

Sincerely,

A handwritten signature in blue ink that reads 'Thelma A. Gilliam'.

Thelma A. Gilliam, TRMC, CMC
Chair, Achievement of Excellence Award Committee
Texas Municipal Clerks Association, Inc.



C: Achievement of Excellence Award Committee
Aimee Nemer, TRMC, MMC – TMCA, Inc., President
Alicia Richardson, TRMC, CMC – Committee Board Liaison



City of Garden Ridge

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

MINUTES CITY COUNCIL SPECIAL MEETING MONDAY, APRIL 26, 2021, 2:00 P.M.

Councilmembers Present:

Mayor Larry Thompson
Mayor Pro-Tem John McCaw
Councilmember Lisa Swint
Councilmember Bryan Lantzy
Councilmember Todd Arvidson
Councilmember Kay Bower

Councilmembers Absent:

None

City Staff Present:

Nancy Cain, City Administrator
Marisa Spencer, City Secretary
Karen Ford, Finance/HR
Dan Bellinger, Police Lieutenant
Steven Steinmetz, Public Works Director
Linda Crosland, Librarian

1. Call to Order

With a quorum of the City Councilmembers present, Mayor Thompson called the special meeting of the Garden Ridge City Council to order at 2:00 p.m. on Monday, April 26, 2021, in the City Council Chambers of the Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas 78266.

2. Roll Call: See above.

3. Pledge of Allegiance: Mayor Thompson led the Pledge of Allegiance and the Texas Pledge.

4. Citizen Comment Period: No one signed up to speak.

5. Approvals and Authorizations

a) City of Garden Ridge Salary Uniformity and Step Pay Plan.

1. Discuss and review presentation.

Finance/HR Director Karen Ford presented the proposed City of Garden Ridge Salary Uniformity and Step Pay Plan and addressed questions from Councilmembers.

Mayor Thompson thanked Finance/HR Director Karen Ford and Department Heads for their hard work.

2. Take action on plan.

Motion: A motion was made by Councilmember Lantzy, seconded by Mayor Pro-Tem McCaw to approve the City of Garden Ridge Salary Uniformity and Step Pay Plan as presented with the exception of an 8% increase for the Chief of Police base salary and the City Secretary base salary. The City Council voted by roll call:

Place 1 – aye
Place 2 – aye
Place 3 – aye
Place 4 – aye
Place 5 – aye

The motion carried unanimously.

6. Citizen Comment Period: No one wished to speak.

7. Adjournment

Motion: A motion was made by Councilmember Lantzy, seconded by Councilmember Swint, to adjourn. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously. There being no further business, the Monday, April 26, 2021, City Council special meeting was adjourned at 2:43 p.m. by Mayor Thompson.

ATTEST

Robb Erickson
Mayor

Marisa Spencer
City Secretary



City of Garden Ridge

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

MINUTES CITY COUNCIL REGULAR MEETING WEDNESDAY, MAY 5, 2021, 6:00 P.M.

Councilmembers Present:

Mayor Larry Thompson
Mayor Pro-Tem John McCaw
Councilmember Lisa Swint
Councilmember Bryan Lantzy
Councilmember Todd Arvidson
Councilmember Kay Bower

Councilmembers Absent:

None

City Staff Present:

Nancy Cain, City Administrator
Marisa Spencer, City Secretary
Kat Balbi, Assistant City Secretary
Karen Ford, Finance/HR
Ron Eberhardt, Police Chief
Steven Steinmetz, Public Works Director
Eric Lowman, Deputy Public Works Director
Linda Crosland, Librarian
Cynthia Trevino, City Attorney

City Commissioners Present:

Dr. Jim Miller, Chair, Planning and Zoning Commission
Karen Diaz, Vice-Chair, Planning and Zoning Commission
James Mueller, Chair, Water Commission

1. Call to Order

With a quorum of the City Councilmembers present, Mayor Thompson called the regular meeting of the Garden Ridge City Council to order at 6:00 p.m. on Wednesday, May 5, 2021, in the City Council Chambers of the Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas 78266.

2. Roll Call: See above.

3. Posting of Colors by Davenport High School JROTC/Pledge of Allegiance

Davenport High School JROTC posted the colors then led the Pledge of Allegiance and the Texas Pledge.

4. Proclamations

a) National Police Week and Peace Officers Memorial Day

Mayor Thompson presented a Proclamation to Chief Eberhardt declaring the week of May 9-15, 2021, as National Police Week in the City of Garden Ridge. Chief Eberhardt thanked Mayor Thompson, City Council, and his Officers.

5. City/Employee Recognitions/Employee Introductions

a) Thank you note from Barbara and Dean Lemmers to the Garden Ridge Library.

City Administrator Nancy Cain stated a thank you note was received from Barbara and Dean Lemmers to the Garden Ridge Library for all they do to make the Library special.

b) Thank you note from Bruce Stewart to Water Operator Duane Scognio.

City Administrator Nancy Cain stated a thank you note was received from Bruce Stewart to Water Operator Duane Scognio for his outstanding example of customer service.

c) Thank you note from Brian Reyes to Water Operator Duane Scognio.

City Administrator Nancy Cain stated a thank you note was received from Brian Reyes to Water Operator Duane Scognio for providing great customer service to him and his family.

6. Citizen Comment Period: No one signed up to speak.

7. Consent Agenda

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

a) Approval of Minutes for the April 7, 2021, City Council Regular Meeting.

b) Financial Statement, Summary Report, and Management's Discussion and Analysis of Results of Operations – March 31, 2021.

c) Destruction of City records in accordance with the City of Garden Ridge Records Retention Plan.

d) Appoint the Law Firm of Ryan Henry, LLC as Prosecutor for the City of Garden Ridge Municipal Court with Ryan Henry serving as lead Prosecutor and other attorneys in the Law Firm of Ryan Henry, LLC serving as Alternate Prosecutor.

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

8. Staff Reports

a) City Administrator Monthly Activity Report.

City Administrator Nancy Cain spoke regarding the City Shred Event.

b) Finance/HR Monthly Activity Report.

Finance/HR Director Karen Ford stated she had nothing additional to add to the monthly financial reports.

c) City Secretary Monthly Activity Report.

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

d) Police Department Monthly Activity Report.

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

e) Public Works Monthly Activity Report.

Deputy Public Works Director Eric Lowman reviewed the monthly activity report and spoke regarding continuity of operations related to the Public Works Department.

f) Water Department Monthly Activity Report.

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

g) Library Monthly Activity Report.

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

9. City Engineer Projects Status Reports

City Engineer Reed Meriwether reviewed the Trihydro Engineering Report. He spoke regarding the FM 2252 TxDOT Project and FM 2252 Wastewater Project and addressed questions from Councilmembers.

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

a) Planning and Zoning Commission:

1. Resignation of Commissioner Heier.

1.1. Receive recommendation from the Planning and Zoning Commission.

Chair Dr. Miller stated the Commission recommends approval of the resignation of Commissioner Heier from the Planning and Zoning Commission.

1.2. Take action on recommendation.

Motion: A motion was made by Councilmember Bower, seconded by Councilmember Swint, to approve the Planning and Zoning Commission's recommendation and accept the resignation of Commissioner Heier from the Planning and Zoning Commission. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

2. Receive monthly activity update as applicable.

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

b) Quarry Commission:

Mayor Thompson stated the Quarry Commission did not have anything to report this month.

c) Water Commission:

1. Request for water leak adjustment for 8289 Eskimo Forest for the billing period of November 23, 2020 – December 22, 2020.

1.1. Receive recommendation from the Water Commission.

Chair Mueller provided City Council with a summary of the Commission's discussion regarding this request. He stated the Commission recommends the Water Manager's proposal of a credit in the amount of \$1,839.72 for approval by City Council, adding the amount is based on calculating the cost of water lost at the second-tier rate.

1.2. Take action on recommendation.

Motion: A motion was made by Mayor Pro-Tem McCaw, seconded by Councilmember Arvidson, to approve the Water Commission's recommendation for request for water leak adjustment for 8289 Eskimo Forest for the billing period of November 23, 2020 – December 22, 2020, and credit the account in the amount of \$1,839.72. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

2. Receive monthly activity update as applicable.

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

d) Wildlife Management Advisory Commission:

Mayor Thompson stated the Commission did not have anything to report this month.

e) Parks Committee:

Rod Chamberlain, Parks Committee, provided City Council with an update on the Committee's efforts and projects. He spoke regarding the preliminary plans for the 4th of July Event and addressed questions from Councilmembers.

The City Council agreed by consensus to support the Parks Committee moving forward with the 4th of July Event.

f) *Volunteer Garden Ridge!*

City Administrator Nancy Cain stated *Volunteer Garden Ridge!* reported 210 hours for the month of April.

11. Approvals and Authorizations

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

a) Public Information/Assistant City Secretary and Accounting/Administrative Assistant.

1. Discuss updated job descriptions.

Mayor Thompson spoke regarding the proposal to address staff's ability to focus time and attention on the City's online presence to ultimately address communication and social media concerns.

City Administrator Nancy Cain spoke regarding the updated job descriptions and the budgetary impact, stating the recommendation includes expanding the part-time status of the Accounting Assistant to a full-time Accounting/Administrative Assistant.

2. Take action on full-time status for Accounting/Administrative Assistant position.

Motion: A motion was made by Mayor Pro-Tem McCaw, seconded by Councilmember Swint, to approve the full-time status for the Accounting/Administrative Assistant position. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

12. Updates

a) COVID-19.

1. Discuss status, updates, response, and matters related to COVID-19.

Mayor Thompson provided City Council with an update on the status and actions taken at the federal, state, and local level in response to COVID-19.

2. Discuss funding and expenditures from the Coronavirus Aid, Relief, and Economic Security Act.

Deputy Public Works Director Eric Lowman provided City Council with an update on touchless appliances and features being installed within City facilities.

3. Take possible action on matters related to COVID-19.

No action taken.

b) City Council Projects.

1. Speed Limits within the City of Garden Ridge (Lantzy).

Councilmember Lantzy suggested to remove this item from future agendas due to minimal public interest.

2. Animal Foster Program (Swint and Bower).

Councilmember Bower requested to table this item until they obtain additional information.

3. Comal ISD Events (Swint and Arvidson).

Councilmember Swint requested to table this item until they obtain additional information.

c) Mayor's Projects.

Mayor Thompson spoke regarding the 2020 Census.

13. Discussion of Future Agenda Items

None at this time.

14. Citizen Comment Period

Rod Chamberlain, 8807 Cherokee Path, spoke regarding the City of Garden Ridge General Election.

15. Reports and Comments from Mayor and City Councilmembers

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

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

None at this time.

16. Executive Session

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

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

- 1. To deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person and legal advice on same: wastewater utility easement acquisition and property acquisition for city building project and related matters.**

Mayor Thompson cancelled the Executive Session.

17. Business Items

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

There were no business items to discuss due to the cancellation of Executive Session.

18. Adjournment

Motion: A motion was made by Councilmember Swint, seconded by Councilmember Arvidson, to adjourn. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously. There being no further business, the Wednesday, May 5, 2021, City Council regular meeting was adjourned at 6:46 p.m. by Mayor Thompson.

ATTEST

Robb Erickson
Mayor

Marisa Spencer
City Secretary



City of Garden Ridge

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

MINUTES CITY COUNCIL SPECIAL MEETING MONDAY, MAY 10, 2021, 6:00 P.M.

Councilmembers Present:

Mayor Larry Thompson
Mayor Pro-Tem John McCaw
Councilmember Bryan Lantzy
Councilmember Todd Arvidson
Councilmember Kay Bower

Councilmembers Absent:

Councilmember Lisa Swint

City Staff Present:

Nancy Cain, City Administrator
Marisa Spencer, City Secretary
Karen Ford, Finance/HR
Ron Eberhardt, Police Chief
Dan Bellinger, Police Lieutenant
Steven Steinmetz, Public Works Director
Eric Lowman, Deputy Public Works Director
Linda Crosland, Librarian
Cynthia Trevino, City Attorney

1. Call to Order

With a quorum of the City Councilmembers present, Mayor Thompson called the special meeting of the Garden Ridge City Council to order at 6:00 p.m. on Monday, May 10, 2021, in the City Council Chambers of the Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas 78266.

2. Roll Call: See above.

3. Pledge of Allegiance: Mayor Thompson led the Pledge of Allegiance and the Texas Pledge.

4. Citizen Comment Period: No one signed up to speak.

5. Business Items

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

a) Canvass the results of the May 1, 2021, General Election and declare the results of said election.

City Secretary Marisa Spencer reviewed the canvass reports prepared by Comal County Elections Office for the City of Garden Ridge General Election. She stated 989 ballots were cast in the May 1, 2021, General Election, equating to 27.56% of registered voters in the City of Garden Ridge. She stated Robb Erickson received 55.81% of ballots cast for Mayor, Lisa Swint received 59.29% of ballots cast for Councilmember Place Two, and Jesse Valdez was unopposed and declared elected for Councilmember Place Three.

Motion: A motion was made by Councilmember Lantzy, seconded by Mayor Pro-Tem McCaw, to approve the canvass and acceptance of results declaring Robb Erickson as Mayor, Lisa Swint as City Council Place Two, and Jesse Valdez as City Council Place Three. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously.

b) Issue Certificates of Election and Administer Oaths of Office to Robb Erickson for Mayor, Lisa Swint for City Council Place Two, and Jesus “Jesse” Valdez for City Council Place Three.

Mayor Thompson issued the Certificate of Election for Mayor, City Council Place Two, and City Council Place Three and announced that Lisa Swint will be sworn in by City Secretary Marisa Spencer at a later date. Robb Erickson and Jesse Valdez were sworn in and assumed their respective duties at the dais.

Mayor Erickson thanked former Mayor Thompson and former Councilmember Lantzy and announced there will be a reception held immediately following adjournment to honor their dedication and service to the City.

6. Citizen Comment Period: No one wished to speak.

7. Adjournment

Motion: A motion was made by Councilmember Bower, seconded by Councilmember Valdez, to adjourn. The City Council voted four (4) for and none (0) opposed. The motion carried unanimously. There being no further business, the Monday, May 10, 2021, City Council special meeting was adjourned at 6:07 p.m. by Mayor Erickson.

ATTEST

Robb Erickson
Mayor

Marisa Spencer
City Secretary

CITY OF GARDEN RIDGE

MONTHLY ACCOUNT BALANCES & INTEREST RATES

PERIOD ENDED AS OF 04/30/2021

CITY FUNDS	BALANCE	CURRENT INTEREST RATE
GF OPERATING ACCOUNT	\$ 148,001.71	0.00%
GF MONEY MARKET	3,750,962.47	0.55%
PEG CAPITAL FEES	48,185.83	0.50%
TEXPOOL INVESTMENTS	6,602.50	0.01%
2017 I&S	2,147.39	0.45%
2012 I&S	38,591.71	0.50%
2012 REFI	18,317.47	0.50%
2015 I&S	55,675.04	0.55%
CONSTRUCTION BOND	139,818.97	0.55%
TEXPOOL WATER IMPACT FEES	170,570.72	0.01%
TEXPOOL STREET IMPACT FEES	59,031.27	0.01%
ASSET/FORFEITURE - STATE	98.15	0.00%
ASSET/FORFEITURE - FED	220,645.91	0.55%
TOTAL CITY FUNDS	\$ 4,658,649.14	

WATER FUNDS	BALANCE	CURRENT INTEREST RATE
OPERATING ACCOUNT	1,194,392.88	0.55%
WATER SURCHARGE	148,473.65	0.55%
TEXPOOL WATER INVEST	\$ 2,236.48	0.01%
TOTAL WATER FUNDS	\$ 1,345,103.01	

TOTAL ALL ACCOUNTS	\$ 6,003,752.15	
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CITY OF GARDEN RIDGE
CASH & INVESTMENTS STATEMENT
CURRENT AND YEAR TO DATE AS OF 04/30/2021

GENERAL FUND	BALANCE
GF Operational Checking	\$ 148,001.71
GF Money Market	3,750,962.47
TexPool Investments	6,602.50
Restricted Amounts	(359,705.14)
TOTAL AVAILABLE FUNDS	\$ 3,545,861.54

WATER FUND	BALANCE
Operational Checking	\$ 1,194,392.88
TexPool Water Invest	2,236.48
Water Surcharge	148,473.65
Restricted Amounts	(442,184.11)
TOTAL AVAILABLE FUNDS	\$ 902,918.90

CITY OF GARDEN RIDGE
 STATEMENT OF ACTIVITIES
 CURRENT AND YEAR TO DATE AS OF 04/30/2021

GENERAL FUND	Apr-21	YTD	FY 2021 BUDGET	% OF BUDGET	BUDGET BALANCE
REVENUES	\$ 121,007.25	\$ 2,469,232.79	\$ 3,049,015.00	81.0%	\$ 579,782.21
EXPENDITURES					
ADMINISTRATION	53,523.77	365,167.08	853,496.00	42.8%	488,328.92
COURT	5,963.22	52,100.49	91,105.00	57.2%	39,004.51
POLICE	98,253.77	690,788.49	1,324,881.00	52.1%	634,092.51
PUBLIC FACILITIES	35,344.37	311,982.58	608,670.00	51.3%	296,687.42
COMMUNITY CENTER	3,620.50	20,958.83	65,998.00	31.8%	45,039.17
LIBRARY	6,582.78	52,490.29	99,855.00	52.6%	47,364.71
FARMERS MARKET	-	-	-		-
FUND CHANGES/XFER	-	-	-	0.0%	-
TOTAL EXPENDITURES	203,288.41	1,493,487.76	3,044,005.00	49.1%	1,550,517.24
NET POSITION	\$ (82,281.16)	\$ 975,745.03	\$ 5,010.00		\$ (970,735.03)

WATER FUND	Apr-21	YTD	FY 2021 BUDGET	% OF BUDGET	BUDGET BALANCE
REVENUES	\$ 172,747.96	\$ 971,465.30	\$ 1,789,687.00	54.3%	\$ 818,221.70
EXPENDITURES	87,337.32	702,214.33	1,330,798.00	52.8%	628,583.67
AMI SYSTEM <i>(Funded by Reserves)</i>	25,055.27	630,539.67	-		(630,539.67)
REVENUE +/- EXPENDITURES	60,355.37	(361,288.70)	458,889.00		820,177.70

OTHER CASH OUTFLOWS	Apr-21	YTD	FY 2021 BUDGET	% OF BUDGET	BUDGET BALANCE
BOND PRINCIPLE PAYMENTS	450,500.00	450,500.00	451,900.00	99.7%	1,400.00
XEROX LEASE PRINCIPLE PMTS	433.96	2,164.20	5,284.00	41.0%	3,119.80
TOTAL OTHER CASH OUTFLOWS	\$ 450,933.96	\$ 452,664.20	\$ 457,184.00		\$ 4,519.80

CITY OF GARDEN RIDGE

STATEMENT OF ACTIVITIES - COMMUNITY CENTER

PERIOD ENDED AS OF 04/30/2021

REVENUES	YTD	Budget
RENTALS	\$ 12,230.00	30,000.00
DEPOSITS	6,180.00	18,000.00
CLEAN-UP FEES	700.00	2,250.00
DEPOSITS REFUNDED	(4,425.00)	(16,500.00)
DONATIONS	-	-
TOTAL REVENUES	14,685.00	33,750.00
EXPENDITURES		
PAYROLL/TAXES/RETIREMENT	274.90	2,286.00
MANAGER FEES	6,218.00	17,500.00
COMPUTER/INTERNET	963.86	1,817.00
TELEPHONE	329.00	564.00
UTILITIES	4,944.11	10,301.00
MAINTENANCE	2,300.05	9,000.00
SUPPLIES	63.91	1,200.00
CLEANING	1,440.00	5,230.00
EQUIPMENT	-	600.00
MARKETING	-	-
DONATION EXPENDITURES	-	-
FACILITY ENHANCEMENTS	-	-
TOTAL EXPENDITURES	16,533.83	48,498.00
NET POSITION	\$ (1,848.83)	\$ (14,748.00)

Management's Discussion and Analysis of Results of Operations – April 2021

GENERAL FUND

Cash

Total available funds as of April 30, 2021 are \$3,545.9k.

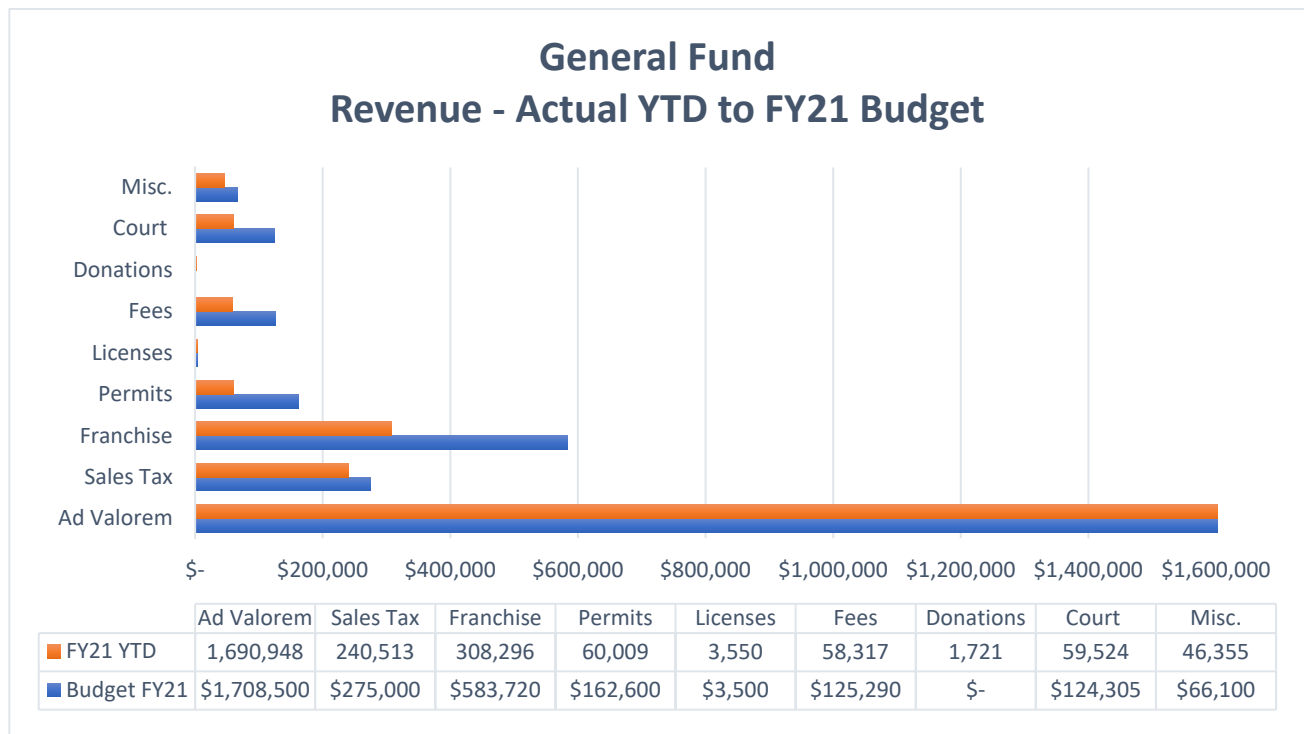
Revenue

Ad Valorem Tax collections for April total \$12.1k. YTD collections total \$1,686.6k or 99.2% of the FY21 budget of \$1,699.5k.

Sale Tax Revenue YTD totals \$240.5k or 87.5% of the \$275k FY21 budget.

Building Permits revenue YTD totals \$57.9k or 36.2% of the \$160k budgeted for FY21.

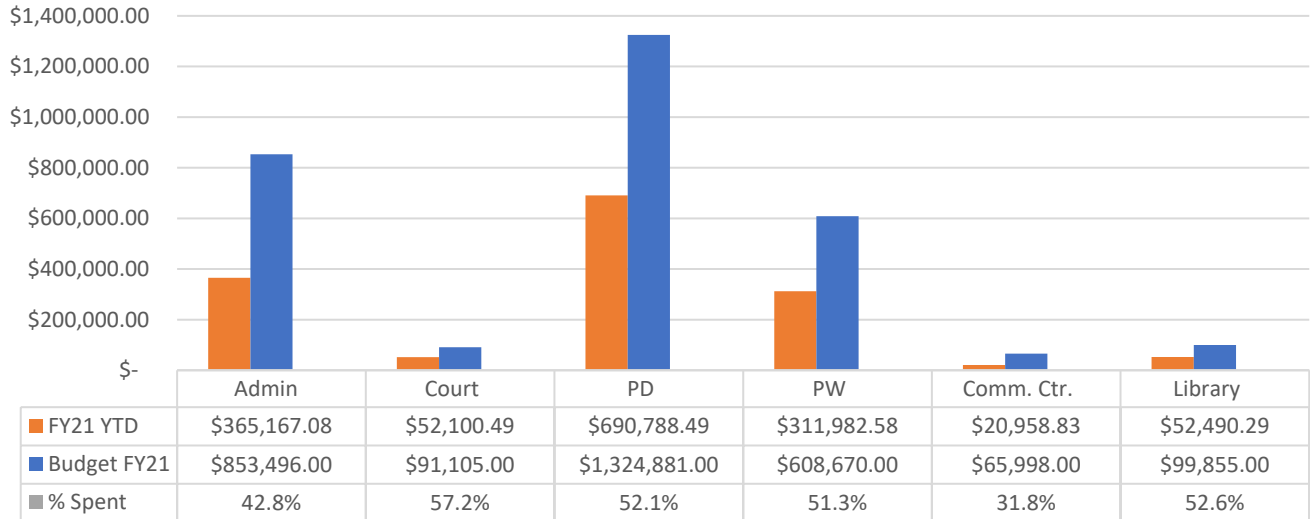
Trash Collections YTD total \$48.3k vs \$46.4k for the previous year. Current collections total 60.3% of the \$80k budgeted for FY21.



Expenditures

All departments are operating within the FY20 budget.

General Fund Expenditures - Actual YTD to FY21 Budget



WATER FUND

Meters

Current meters for April 2021 total 1673 vs 1661 for April 2020.

Cash

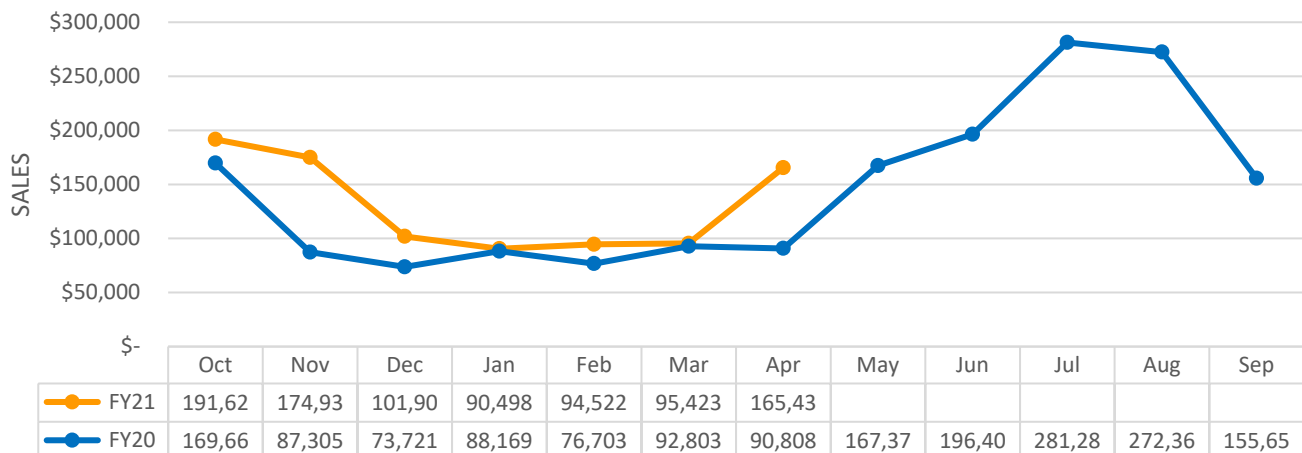
Total available funds as of April 30, 2021 are \$902.9k.

Revenue

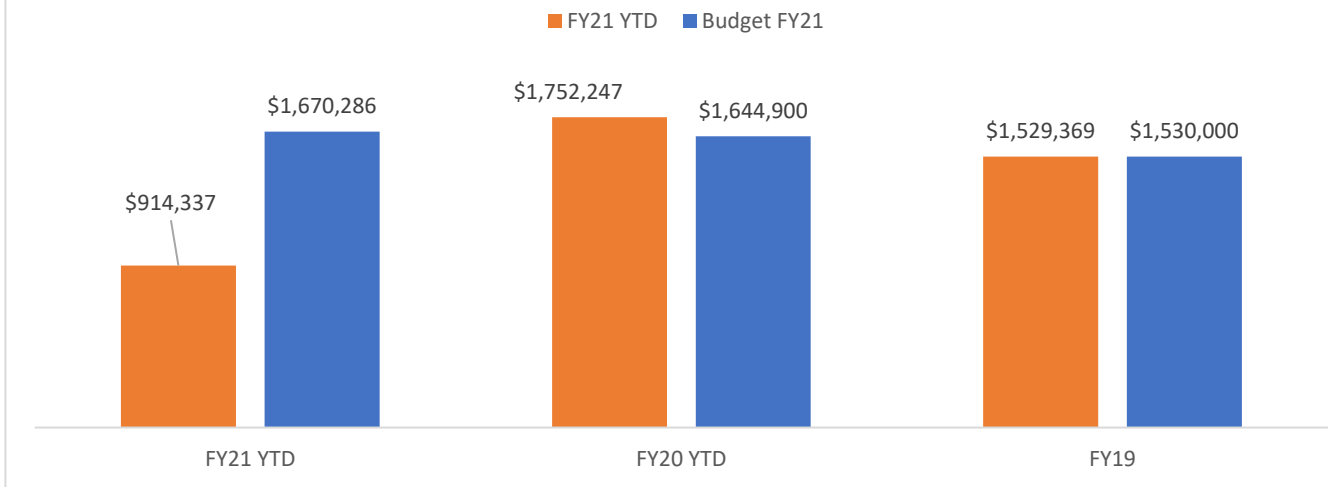
Revenue YTD totals \$971.5k or 54.3% of the \$1,789.7k budget for FY21. Total YTD revenue for the same period last year was \$771.2k

YTD water sales total \$914.3k or 54.7% of the \$1,670.3 budgeted for FY21.

WATER SALES - FY21 VS FY20 VARIANCE \$



Water Sales Actual vs Budget



Meter installation revenue totals \$4.8k or 21.0% of the \$23k budgeted for the year.

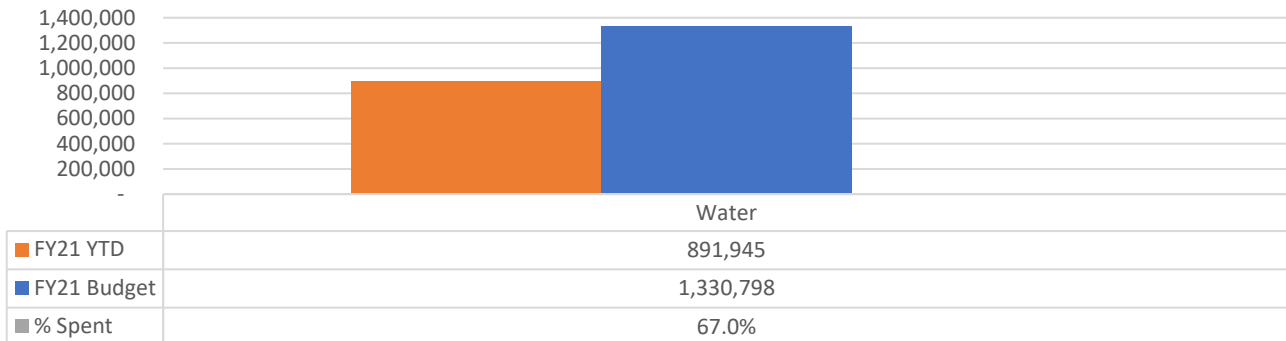
Expenditures

The next bond payments are due in August.

During the FY21 budget process Council approved the use of the Water Fund's reserves to pay for a new AMI system. The contracted project totals \$622.2k. To date \$622.2k has been expensed; of which \$560k has been paid and \$62.2k was recorded as a retainage payable to be paid at the completion of the project. Software programming cost and engineering fees have added an addition of \$8.4k to the overall project. Total project cost stand at \$630.5k.

The Water department is operating within the FY21 budget.

Water Expenditures- Actual YTD vs FY21 Budget



Interest & Sinking Fund

Revenue

Ad Valorem Tax collections YTD total \$703.8k of the \$721.8k budget for FY21.

Expenditures

Next bond payments are due in August 2021.

Capital Improvements Fund**Cash Balance**

Water Impact Fee Balance is \$170.6K.

Street Impact Balance is \$59k.

Revenue

No revenue to report for April.

Asset Seizure Fund**Cash Balance**

The Restricted Fund Balance is \$220.7k.

Revenue

April revenue totals \$0k.

Expenditures

No purchases were made during the month.

Summary

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

LEASE OF FORMER LIBRARY AND COURTROOM BUILDINGS

THE STATE OF TEXAS ,

COUNTY OF COMAL ,

This Lease Agreement (“Lease”) is made between the **City of Garden Ridge, Texas** (“Lessor”) and the **Garden Ridge Assembly of God** (“Lessee”).

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

The Lessee is the Garden Ridge Assembly of God, a Domestic Nonprofit Corporation established and incorporated under the laws of the State of Texas.

ARTICLE 1.

Leased Premises: Acceptance of Premises; Compliance with Regulations

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

ARTICLE 2.

Lease/Term

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

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

- 2.3 Lessee is required to pay a security deposit equal to one month's rent. Should Lessee fail to pay any obligation in this agreement when due, including any rent or any other sum payable to the Lessor under the terms of this Lease, then interest at the maximum legal rate in the State of Texas shall accrue from and after the date on which any sum shall become due and payable, and interest shall be paid by Lessee to Lessor at the time of payment of the sum upon which the interest shall have accrued. Any attempt for collection that goes unresolved will default this Lease. (See Article 13). Security Deposit in the amount of one thousand two hundred sixty-five dollars (\$1,265.00) and dated April 11, 2011, is on file with the City of Garden Ridge.
- 2.4 The term of this Lease shall commence on _____, 2021, and shall extend for a period of two (2) years _____, 2023. Upon application by Lessee, this Lease may be renewed pursuant to the procedures established in this Section. At least two (2) months prior to the expiration of the initial term of this Lease, Lessee must inform the Lessor in writing of its intent to seek renewal of this Lease. After following any applicable laws, ordinances, and applicable sections of any local law applicable at the time, including but not limited to, public notice and hearing, City Council of Garden Ridge may proceed to determine whether the Lessee has satisfactorily performed its obligations under this Lease. Upon determination by the City Council of Garden Ridge that the Lessee's performance is satisfactory, a renewal of this Lease may be granted by Lessor for an additional term on the same terms, conditions, and rents set out in this Lease, or on different terms as appropriate, as it may be amended from time to time, and payment by Lessor of a renewal fee to be negotiated at the time. If City Council of Garden Ridge determines that Lessee has not satisfactorily performed its obligations under this Lease, Lessor may refuse to renew this Lease. In the event the option to renew this Lease is denied, the Leasehold and all improvements will revert back to the Lessor.
- 2.5 **The Parties understand and agree that Lessor may terminate this lease, with 30 days written notice provided to Lessee if Lessor determines it necessary to terminate the lease in connection with a sale of the property. Alternatively, the Parties understand that any new owner of the property has 30 days from the date of purchase to decide whether to continue the current use of the property or modify the use of the property to any purpose and also has the authority to terminate this lease with 30 days written notice provided to the Lessee.**

ARTICLE 3. Use and Care of Premises

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

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

- 3.2** Lessee shall not, without Lessor's prior written consent, keep anything within the Leased Premises, or use the Leased Premises for any purpose, which invalidates any insurance policy carried by Lessee on the Leased Premises. All property kept, stored or maintained within the Leased Premises by Lessee shall be at Lessee's sole risk.
- 3.3** Lessee shall not use, or permit the use of, the Leased Premises in any manner that results in waste of the Leased Premises, or constitutes a nuisance or violates any Local, State or Federal Law. Except as provided herein, if any repairs required to be made by Lessee are not made within 60 days after written notice delivered to Lessee by Lessor, Lessor may at its option make repairs without liability to Lessee for any loss or damage which may result to its stock or business by reason of such repairs, and Lessee shall pay to Lessor upon demand as additional rental the cost of the repairs plus interest at the maximum legal rate in effect in the State of Texas from the date of payment by Lessor until repaid by Lessee. In the event the required repairs cannot reasonably be completed within 60 days the Lessee may be granted such additional time as is reasonably necessary if the Lessee is proceeding in good faith and due diligence to complete such repairs. At the expiration of this Lease, Lessee shall surrender the Leased Premises in good condition, reasonable wear and tear or unavoidable casualty, alone excepted.
- 3.4** Lessee shall take good care of the Leased Premises and keep the same free from waste at all times. Lessee shall keep the Leased Premises, including ramps, signs, sidewalks, service ways, landscaping and loading areas adjacent to the buildings on the Leased Premises neat, clean, and free from dirt or rubbish at all times, and shall store all trash and garbage within closed containers on the Leased Premises, arranging for the regular pick-up of such trash and garbage at Lessee's expense.
- 3.5** Lessee shall store all equipment and materials/supplies within the confines of the buildings located on the Leased Premises. Outside storage is specifically prohibited unless separate written provisions are made with the Lessor.
- 3.6** Lessee's failure to use the Leased Premises as stated in 3.1 above, shall constitute a default, and upon Lessor giving written notice to Lessee of such default and Lessee's failure to cure said default within 30 days after the giving of notice, this Lease shall terminate and Lessee shall vacate the Leased Premises no later than 90 days thereafter, during which time the normal rental fees shall accrue; the date upon which the Leased Premises are vacated by Lessee shall be the date Lessee is released from and relieved of all further obligations of this Lease. Notwithstanding the foregoing, if Lessor serves notice that Lessor elects to terminate this Lease and Lessee's Leasehold mortgagee gives Lessor written notice within ten days from the date such mortgagee receives said notice that the Leasehold mortgagee is undertaking to cure the default of Lessee, the Lessor waives its right to terminate this Lease, provided the Leasehold mortgagee immediately commences to cure such default and diligently pursues such action.

ARTICLE 4.
Maintenance and Repair of Premises

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

ARTICLE 5.
Alterations and Fixtures

- 5.1** All permanent improvements to the Leased Premises made during the term of this Lease or any extension thereof shall revert to the Lessor upon any termination (under Article 13) of this Lease.
- 5.2** The initial improvements described or referred to in the proposal may be made by Lessee at Lessee's sole cost. Lessee shall not make any further material alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. All improvements, alterations, additions and fixtures (other than unattached, movable trade fixtures) which may be made or installed by either party upon the Leased Premises shall become the property of Lessor at the termination of this Lease for any reason whatsoever, and at the termination of this Lease shall remain upon and be surrendered with the Leased Premises, unless Lessor requests their removal, in which event Lessee shall remove the same and restore the Leased Premises to its original condition at Lessee's expense.
- 5.3** Lessee shall prevent any lien or obligation from being credited against or imposed upon the Leased Premises by reason of an alteration, repair, labor performed or materials furnished to the Leased Premises for or on behalf of Lessee, and Lessee will discharge any lien or charge immediately after the lien occurs or charges become due and payable, provided that in the event Lessee disputes the lien or the claim upon which it is founded, Lessee shall have the right, without discharging said lien, to promptly pursue settlement or litigation without paying such claim until such time as the claim becomes final and subject to no further appeal by Lessee. Lessee shall hold harmless, indemnify and defend Lessor, its officers, agents and employees from and against any claims related to such liens or charges.

ARTICLE 6.
Signs

- 6.1** Except as provided in Section 5.2 Lessee shall not, without Lessor's prior written consent (a) make any changes to the main structure or (b) install any exterior lighting, shades or awnings, or any exterior decorations or paintings or (c) erect, install or change any placards, decorations, or advertising media of any type which can be viewed from the exterior of the Leased Premises.

- 6.2 Lessee has the discretion to use the rock sign located at the bottom of the hill next to FM3009 and shall include as part of the rents owed, all related maintenance and electrical costs expended by the Lessor. This lease does not authorize exclusive use. Lessor has the right to permit other property lessees in the complex use of the sign in the future.

ARTICLE 7.

Utilities/Taxes

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

ARTICLE 8.

Insurance and Indemnity

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

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

- A. Insurance required by this section shall be written so that the Lessor will be notified in writing, in the event of cancellation, restrictive amendment or non-renewal at least thirty (30) days prior to the action. Certificates of Insurance shall be filed with Lessor.
- B. All insurance required under this section shall be written with the Lessor as an additional insured. In any event, Lessee is fully responsible for all losses arising out of, resulting from or connected with operations under this Lease whether or not the losses are covered by insurance. The Lessor's acceptance of Certificates of Insurance that in any respect do not comply with the Lease requirements does not release Lessee from compliance herewith.
- C. All insurance required under this section shall be primary over any other insurance coverage the Lessor may have.

- D. The parties intend that Lessee maintain liability insurance coverage not less than amounts prescribed in Section 101.023 of the Texas Civil Practice and Remedies Code as it may be amended from time to time. In the event such amounts increase beyond the limits set forth herein, Lessee shall obtain such increased coverage and provide Lessor a certificate, therefore. The burden of maintaining proper insurance coverage and compliance with this subsection lies solely with Lessee.

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

8.3 Indemnity:

- A. Lessee shall hold harmless, indemnify, and defend Lessor, its officers, agents, and employees from and against all suits, actions, damages, liability and expense for loss of life, personal injury or property damage occasioned wholly or in part by any act or omission of Lessee, their agents, contractors, employees, servants, invitee, licensees or concessionaires, in their use of the Leased Premises.
- B. Lessee shall store its property in and shall occupy and use the Leased Premises at its own risk, and Lessee releases Lessor, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage, including those caused by the negligence of the Lessor, its officers, agents, and employees.
- C. Lessor shall not be responsible or liable at any time for any loss or damage of Lessee's fixtures, machinery, exhibits, documents, or other personal property of Lessee.
- D. Lessor shall not be responsible or liable to Lessee or to those claiming by, through, or under Lessee for personal injury or property damage that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining premises.
- E. Lessor shall not be responsible or liable for any defect, latent or otherwise, in any building, equipment, machinery, utilities, appliances, or apparatus at or on the Leased premises, nor shall Lessor be responsible or liable for any injury, loss or damage to any person or to any property of Lessee or any other person caused by or resulting from any bursting, breakage of or from leakage from pipes, or from water, sewage, steam, snow, or ice, running, backing up, or overflowing in any part of the Leased Premises, or from any injury or damage caused by or resulting from any defects or negligence in the occupancy, construction, operation or use of any of the buildings, equipment, machinery, utilities, appliances or apparatus at the Leased Premises by any person or by or from the acts or negligence of any occupant of the Leased Premises.

- F. Lessee shall give prompt notice to Lessor in case of accident in the Leased Premises or of defects in the structure located thereon of which Lessee may be aware.
- G. In case Lessor is made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all of Lessor's reasonable costs, expenses and attorney's fees.

8.4 Condemnation:

- A. Total: If the whole of the Leased Premises shall be acquired or taken by eminent domain for any public or quasi-public use or purpose, then this Lease shall cease and terminate as of the date of title vesting in the acquiring entity.
- B. Partial: If any part of the Leased Premises shall be taken or condemned, and the partial taking renders that portion of the Leased Premises not so taken unsuitable for use by the Lessee, then this Lease and the term in this Lease shall cease and terminate. If the partial taking is not extensive enough to render the Leased Premises unsuitable for use by the Lessee, then this Lease shall continue in effect except that the minimum rental shall be reduced and adjusted in an appropriate manner.
- C. If this Lease is terminated as provided in this section, rent shall be paid up to the date that possession is taken by the acquiring entity, and Lessor shall make an equitable refund of any rent paid by the Lessee in advance.
- D. Award: Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interests in any condemnation proceeding. The termination of this Lease under this Section shall not affect the rights of the respective parties to such awards.

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

ARTICLE 9.

Audit

- 9.1** Every five (5) years beginning in 2011 the Lessor at its sole expense shall have the right, but not the duty, to audit the Lessee. This audit may include but is not limited to reviewing the books and accounts to determine the solvency of the Lessee, ascertaining whether or not the Lessee is complying with its corporate purposes as stated in its charter as it existed on the date of the execution of this Lease and attached herewith as Exhibit "B" and incorporated for all purposes as if written and copied herein and to ensure the Leased Premises are being used in conformance with the provisions of this Lease.

ARTICLE 10.
Access to Premises

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

ARTICLE 11.
Damage by Casualty

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

ARTICLE 12.
Assignment and Subletting

- 12.1** Lessee shall not assign or in any manner transfer this Lease or any estate or interest in the Lease or sublet the Leased Premises or any part of the Leased Premises without the prior written consent of Lessor. Consent by Lessor to one or more assignments or subletting shall not operate as a waiver of Lessor's rights as to any subsequent assignments and subletting. Notwithstanding any assignment or subletting, Lessee shall at all times remain fully responsible and liable for the payment of the rent specified and for compliance with all of its other obligations under this Lease. This provision shall not be deemed to limit in any way Lessee's ability to mortgage, pledge or encumber the Leasehold estate.

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

ARTICLE 13.
Events of Default and Remedies

- 13.1** The following events shall be deemed to be events of default by Lessee under this Lease:
- A. Lessee's failure to pay when due any rental or any other sums or charges due under this Lease.
 - B. Lessee's failure to comply with any other term, provision, or covenant of this Lease, and failure to cure within 30 days after written notice to Lessee. For any subsequent default by the Lessee for the same or any other reason, the Lessor may terminate this Lease if that subsequent default continues for more than ten (10) days after notice of the subsequent default. However, if any non-monetary default is reasonably incapable of cure within such cure periods, as long as Lessee proceeds in good faith and due diligence to remedy and correct such default, Lessor may not terminate this Lease as a result of such default. In all cases, Lessee is responsible for the performance of any sub lessee.
 - C. Lessee becomes insolvent, makes a transfer in fraud of creditors, or makes a general assignment for the benefit of creditors.
 - D. Lessee commences proceedings in bankruptcy, for reorganization, or for the readjustment or arrangement of Lessee's debts, whether under the Bankruptcy Act of the United States of America or under any other law, whether state or federal, now or subsequently existing for the relief of debtors, or there shall be commenced any analogous statutory or non-statutory proceeding involving Lessee. The acceptance by Lessor of Lessee's monthly payment as provided subsequent to the occurrence of this event of default shall be as compensation for use and occupancy of the Leased Premises and shall in no way constitute a waiver by Lessor of its right to exercise any of the provided remedies upon the occurrence of any event of default.
 - E. A receiver or trustee is appointed for all or substantially all of the assets of Lessee.
 - F. Lessee deserts or vacates any substantial portion of the Leased Premises for a period of 45 consecutive days without written notice to Lessor.
- 13.2** Upon the occurrence of any of the events of default and the required notice and cure period, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand;
- A. Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to

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

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

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

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

ARTICLE 14. Landlord's Lien

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

ARTICLE 15.

- 15.1** This Lease shall be subject to and in conformance with all applicable City, State and Federal ordinances, statutes and regulations.
- 15.2** The Lessee, for itself, its personal representatives, agents, successors in interest, and assigns, as part of the consideration, covenant and agree as a covenant running with the land that:

- A. No person on the grounds of sex, race, creed, color, national origin or other protected class as may be defined in the future shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in Lessee's use of the Leased Premises.
 - B. In the construction of any improvements on, over, or under the Leased Premises and the furnishing of services, no person on the grounds of sex, race, creed, color, national origin, or other protected class as may be defined in the future shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 15.3** That in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter and repossess the Leased Premises in accordance with Article 13.
- 15.4** During the time of war, regional or national emergency, Lessor shall have the right to Lease the premises to the State of Texas or the United States Government for military or disaster relief use, and, if a Lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the Lease to the State of Texas or the United States Government, shall be suspended.

ARTICLE 16. Miscellaneous

- 16.1** Whenever the singular number is used, the same shall include the plural, and the neuter gender shall include the feminine and masculine genders.
- 16.2** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, the remainder of this Lease shall not be affected, and the parties declare that this Lease would have been entered into without such unenforceable portion.
- 16.3** This Lease may not be altered or amended, except by instrument in writing signed by both parties. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided.
- 16.4** The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions.
- 16.5** One or more waivers of any covenant, term, or condition of this Lease by either party shall not be deemed as a waiver by that party as to any subsequent similar act or omission.
- 16.6** Whenever a period of time is prescribed for action to be taken by Lessor, Lessor shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Lessor.

- 16.7** Lessor represents and warrants that Lessor has full right and lawful authority to enter into and perform the Lessor's obligations under this Lease for the full term as stated above, and all extensions here provided, and has title to the Leased Premises as shown by the real estate records of Comal County, Texas. Lessor further covenants that upon payment of the rent, the Lessee shall have and enjoy, during the term hereof, quiet and undisturbed possession of the Leased Premises and all appertaining appurtenances, except during periods of national emergency.
- 16.8** Nothing contained in this Lease shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of Lessor and Lessee.
- 16.9** Lessee warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease and Lessee agrees to indemnify and hold Lessor harmless from and against any and all costs, expenses or liability for commissions or other compensations and charges claimed by any other broker or agent with respect to this Lease.
- 16.10** The Parties agree that the Laws of the State of Texas shall govern this Lease and that exclusive venue for any legal action under this Lease shall lie in Comal County, Texas and that the City of Garden Ridge, Texas retains all immunities from suit and liability as available by law.
- 16.11** That the Lessor, City of Garden Ridge acts with regards to this Lease through the City Council and all approvals required to execute any and all provisions of this shall be by a majority vote of the City Council.
- 16.12** That the Lessee acknowledges that upon the violation of any Federal, State, County or Municipal law or ordinance by the Lessee the Lessor may void this Lease in its entirety.
- 16.13** The Leased Premises may not be licensed for the sale of alcoholic beverages. However, this provision shall not be deemed to prohibit the consumption of alcoholic beverages on the Leased Premises.

ARTICLE 17.

Notices

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

Lessor:

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

Lessee:

Garden Ridge Assembly of God
Attention: Rev. Joel Garza
13545 West Ave.
San Antonio, Texas 78216

ARTICLE 18.
Ownership of Improvements

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

ARTICLE 19.
Rights of Leasehold Mortgagee

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

LESSOR
City of Garden Ridge

By: Nancy Cain, City Administrator

Attest:

Marisa Spencer, City Secretary

LESSEE
First Assembly of God San Antonio,
DBA Garden Ridge Assembly of God

By: Reverend Joel Garza

THE STATE OF TEXAS '
COUNTY OF COMAL '

This instrument was acknowledged before me on this the _____ day of _____, 2021 by the said Nancy Cain, known personally to me to be the City Administrator of the City of Garden Ridge, on behalf of the City of Garden Ridge.

NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS '
COUNTY OF COMAL '

This instrument was acknowledged before me on this the _____ day of _____, 2021 by the said Joel Garza, known personally to me to be the Reverend, on behalf of First Assembly of God San Antonio, DBA Garden Ridge Assembly of God.

NOTARY PUBLIC, State of Texas



GARDEN RIDGE POLICE DEPARTMENT

9400 MUNICIPAL PARKWAY · GARDEN RIDGE, TX 78266

OFFICE: (210) 651-6441 · FAX: (210) 651-1639

MEMORANDUM

To: Mayor Erickson
Mayor Pro-Tem McCaw
Councilwoman Swint
Councilman Valdez
Councilman Arvidson
Councilwoman Bower

From: Ron Eberhardt
Chief of Police

Date: 21 May 2021

Copies:

Reference: Memorandum of Understanding / Brady Bill

Mayor Erickson and City Council,

I would like to supply you with this abbreviated version and explanation of the MOU being presented regarding the Brady Bill. Since the MOU is a document drafted by attorneys, I would like to give a much more simple account of what I am attempting to accomplish.

The Brady Bill (Brady v. Maryland) was a landmark case from 1963. It dealt with requiring Law Enforcement Agencies to supply all evidence related to cases being filed. Years later came the Michael Morton Act, making considerable changes for Law Enforcement as it now requires agencies to supply any exculpatory evidence they may have contained anywhere in their notes or files. The Morton Act has now begun to encompass much more as it makes its way through appeal courts and cases being filed by Law Enforcement. It has now morphed into such a broad interpretation of what exculpatory evidence is considered to be. Defense attorneys are now using disciplinary files of Officers in a manner to discredit the Officer's testimony and have cases thrown out. As a result, District Attorneys must now keep a list of Officers in their jurisdiction who have been disciplined for certain acts, mainly integrity based, so that information can be presented to the Presiding Judge over a case in order to determine whether the Officer's past history will play a part in the prosecution of the current case.

The District Attorneys are now tasked with keeping lists and files of any Law Enforcement Officer involved in any of their cases so they may prepare what is known as a Motion of Limine to be presented to those Judges. A Motion of Limine is a document prepared by the D.A. in order to exclude the previous discipline files so the Defense Attorney may not use it to impeach the Officer's testimony.

...IN PURSUIT OF EXCELLENCE

All of that being said, we now get to this Memorandum of Understanding (MOU). The District Attorney is requesting we enter into this MOU as a safeguard for future cases. By agreeing to this MOU, I am indicating to her that I will provide any Disciplinary Files dealing with my Officers in relation to integrity issues, so she may have the information in order to thwart any efforts by Defense Attorneys to muddy the waters relating to Officer testimony. This MOU will also protect the D.A, Supervisors of this Department, and myself from being sued should an Officer neglect to provide all of their information relating to the investigation of a criminal case. Once we enter into this MOU, I will be providing additional training and reminders for Officers regarding the necessity of them to provide all information to the D.A. It will also require that I supply the D.A. with files for any Officer that may have received disciplinary actions for an integrity issue at any time while working for this agency. I treat I.A. files with the highest level of safeguarding. That being said, this is a necessary step to ensure that members of the District Attorney's Office as well as our Department are not drawn into a lawsuit over an Officer failing to complete his or her job relating to providing all evidence in a case.

It is unfortunate that we must now take these extra steps to prosecute criminals but it is a sign of the times. I hope this provides a somewhat simpler explanation of what the MOU means. I will be entering into this Agreement with the local D.A., Jennifer Tharp, and hopefully we will never have the need for it to be implemented. I wanted to take the opportunity to inform you as the Leaders of the City with some of the detailed decisions the Department faces. Please feel free to contact me should you have any other questions relating to this subject and I will do my best to provide the necessary information to you.

Best regards,

Ron Eberhardt
Chief of Police

MEMORANDUM OF UNDERSTANDING FOR DISCLOSURE OF INFORMATION

This Memorandum of Understanding (the “Agreement” or “MOU”) is entered into by and between the Comal County Criminal District Attorney’s Office (“District Attorney”) and the Garden Ridge Police Department (“Agency”) (also, individually, a “Party” or, collectively, the “Parties”).

RECITALS

WHEREAS, the Parties desire to assist each other in complying with our joint legal responsibility to disclose certain information within the Agency’s possession, specifically, the Parties intent to engage in systematic sharing of personnel and disciplinary information regarding Agency employees.

WHEREAS, the Parties recognize there are matters that must be disclosed in every criminal case, which arise from Federal and State laws, court orders, as well as various ethical rules.

WHEREAS, the Parties desire to establish training, documentation, and processes for releasing such information and materials related to criminal and internal investigations; establish processes for releasing potentially exculpatory information contained within confidential peace officer personnel files; establish requirements for compliance with all legal requirements, policies, and protocols.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by each of the Parties hereto, said Parties agree and covenant as follows:

BACKGROUND

Federal Requirements

The United States Constitution places an unqualified obligation on the State to turn over all material evidence favorable to the accused where that evidence may be exculpatory or may mitigate punishment. *Brady v. Maryland*, 373 U.S. 83, 87 (1963). Evidence favorable to the accused includes any evidence that may be used to impeach State witnesses. *Strickler v. Greene*, 527 U.S. 263, 281-282 (1999); *United States v. Bagley*, 473 U.S. 667, 676 (1985); *Giglio v. United States*, 405 U.S. 150 (1972). Responsive information possessed by **any** State officer, not only the prosecutor, must be disclosed. *Kyles v. Whitley*, 514 U.S. 419 (1995). In other words, it is no defense to the State’s responsibilities under *Brady* that the prosecution did not know about information in the possession of a law enforcement agency. Prosecutors are held responsible for knowing everything that the officer and agency know. Furthermore, prosecutors have an affirmative obligation to seek out exculpatory and impeachment evidence in the possession of law enforcement.

Failure to make required disclosures under *Brady* can bring serious consequences for the State and the defendant, including the suppression of evidence, the reversal of cases, and inappropriate verdicts or sentences. In addition, police officers and agencies may be sued and forced to pay

damages for failure to make disclosures required under *Brady*. See *Carrillo v. County of Los Angeles*, 798 F.3d 1210 (9th Cir. 2015)(holding that police officers were not entitled to assert qualified immunity in a suit filed under 42 U.S.C. Section 1983 where police officers had violated the constitutional rights of various defendants by failing to make *Brady* disclosures.) Finally, a Court has the authority to hold an individual Officer, or supervisor of an Officer, in contempt for certain failures to comply with the law.

State Requirements

A relatively new Texas law imposes even broader discovery disclosure requirements than *Brady*. Specifically, Texas Code of Criminal Procedure Article 39.14(h), otherwise known as the ***Michael Morton Act***, requires the State to disclose:

... any exculpatory, ***impeachment***, or mitigating document, item, or information in the possession, custody or control of the state that tends to negate the guilt of the defendant or would tend to reduce the punishment for the offense charged. (emphasis added).

Case law continues to be developed elaborating upon the precise meaning of Section 39.14. In the absence of such guidance, we must look to the plain language of the statute and conclude that the State's statutory discovery requirements in Texas are broader than those under the United States Constitution.

State Ethical Rules

Under the Texas Rule of Professional Conduct 3.09(d), a prosecutor in Texas must:

make timely disclosure to the defense of all evidence or information known to the prosecutor that tends to negate the guilt of the accused or mitigates the offense, and, in connection with sentencing, disclose to the defense and to the tribunal all unprivileged mitigating information known to the prosecutor, except when the prosecutor is relieved of this responsibility by a protective order of the tribunal.

A recent decision of the Texas Board of Disciplinary Appeals interpreting this provision holds that it requires broader disclosure than constitutionally required under *Brady*. *Schultz v. Comm'n for Lawyer Discipline*, No. 55649, 2015 WL 9855916 (Tex. Bd. Disp. App. Dec. 17, 2015).

Failure to comply with the Texas Rules of Disciplinary Conduct can result in severe sanctions for prosecutors, up to and including disbarment.

The legal principles discussed above require a high level of cooperation between law enforcement and prosecutors in identifying and disclosing responsive information. In light of the breadth of the disclosures required, there may be information contained in agency personnel or disciplinary files or otherwise within the knowledge of the Agency that is necessary for proper case analysis and preparation and that must be disclosed to the defense. Information indicating an officer had any

history of lying in official matters, falsifying reports, or expressing racial or ethnic biases would be obvious examples.

TERMS & CONDITIONS

Information Concerning Agency Personnel/Disciplinary Matters

The Agency agrees to disclose to the District Attorney any and all personnel and disciplinary information or items it possesses, or of which it is otherwise aware, that would be exculpatory, mitigating or could be used to impeach the testimony of Agency personnel. The Agency agrees to provide this information with respect to any of its personnel who are, or have ever been, involved with the investigation of criminal cases. The information disclosed shall include, at a minimum, the following: the name and rank of the officer or other employee involved; the date and a description of the conduct involved with the violation; an explanation of the law or policy violated; and the date that the Agency made the determination that the law or policy was violated. The disclosure shall be made in writing as soon as practicable, but no later than the next business day immediately following the Agency's discovery of the information to be disclosed. If an occasion requires expedited disclosure, the Agency's disclosure may be made orally and then later documented by a written disclosure upon the next business day. The Agency will provide additional explanatory detail as necessary, to include but not limited to any reports, complaints, written correspondence, video or audio recordings (ex: in-car video, body worn camera, surveillance, voicemails), witness statements, to explain or clarify the nature and scope of the impeachment items.

Agency will provide the District Attorney personnel with access to Agency files and documents related to disclosed information to further assist with making required discovery disclosures. The District Attorney's Office will provide written acknowledgment of the receipt of any information disclosed by the Police Department's office.

To facilitate the disclosures discussed in this MOU, the Agency will designate, in writing, an appropriate official to serve as the point of contact concerning the Agency's potential impeachment information (the "Agency Official"). If the Agency designates another person as the Agency Official, the Agency will notify the District Attorney in writing of this change.

Determining the Scope of Disclosable Information

Given the wide range of factual scenarios at issue in criminal cases, the exact parameters of potential impeachment evidence are difficult to determine. As an aid to the Agency in complying with required disclosures, the District Attorney provides the following as an **illustrative and non-exhaustive** list of potential personnel/disciplinary information that may constitute disclosable information:

- A. Any criminal conviction, deferred adjudication, pretrial diversion or similar disposition for any offense other than a traffic violation;
- B. Any arrest, pending charge, or investigation for any offense other than a traffic violation;
- C. Any sustained findings of misconduct for or related to:

1. Lack of truthfulness;
 2. Racial profiling;
 3. Discrimination on the basis of race, religion, ethnicity, national origin or gender;
 4. Unlawful use of force;
 5. Handling of evidence;
 6. Reckless or intentional false or misleading statements in reports or similar case related documents;
 7. Use of cooperating individuals, confidential informants, or similar individuals providing assistance or information to law enforcement;
 8. Searching for or seizing evidence;
 9. Conducting interviews or interrogations.
- D. Any pending administrative, civil service, or other department related proceeding relating to the items mentioned in category C;
- E. Any finding by a court, administrative tribunal, or similar tribunal that an officer has intentionally or recklessly provided false or misleading testimony;
- F. Any finding by a court, administrative tribunal, or similar tribunal that an officer has intentionally acted unlawfully in obtaining or collecting evidence or in detaining or arresting an individual;
- G. Any finding by a court, administrative tribunal, or similar tribunal that an officer was or is not credible;
- H. Any condition of mind or body that materially adversely affects an officer's ability to perceive or recall facts or the truth.

As noted above, the list is for illustration purposes only. It does not limit the obligation of the Agency to disclose information that calls into question the veracity or accuracy of statements or testimony of an officer or an Agency employee. Consistent with the long-standing policy of the District Attorney, we request that any law enforcement agency submitting cases to the District Attorney produce all discoverable material.

Treatment of Disclosed Impeachment Information

In order to satisfy the discovery required by law, the District Attorney will maintain a Law enforcement Disclosure List (the "List"), containing the names of officers and other employees who have engaged in conduct that may be required to be disclosed by the prosecution to the defense. All cases submitted to the District Attorney will be reviewed against the List.

Where necessary for the prosecution of the case, the District Attorney will provide to the court and defense the information related to the conduct where the officer or employee is or may be a witness. When practicable, the disclosure will be written and will notify the defense of the means by which additional information concerning the disclosure can be obtained. If an occasion requires expedited disclosure, the disclosure may be made orally to defense counsel and later documented.

We ask that the Agency Official immediately notify the District Attorney if their Agency receives a direct request for information concerning a case or an officer involved in a case from the Defense. The District Attorney's Office will assist with said requests. Information that is disclosed to the defense will not always be admissible at trial. If legally appropriate, the prosecutor handling the

case will file a written motion, such as a motion in limine, seeking to limit or preclude the use of the information or seeking a protective order to limit dissemination of the information. In addition, where legally appropriate, the prosecutor will submit the disclosed documents or information to the court for in camera inspection, so that the judge may make a private determination of admissibility without further detail being disclosed to the defense.

The Disclosure List will be kept secure and only specified personnel of the District Attorney will have access to the List or the information contained in it. Use of the List by office personnel will be restricted to that which is necessary for the prosecution of cases or where disclosure is required by law or Court Order. The District Attorney recognizes that much of the information contained in the List will be sensitive information that should not be reviewed or released without a case-related need.

To ensure the accuracy of impeachment information disclosed by the District Attorney, no District Attorney employee will maintain an independent list or similar collection of information concerning law enforcement impeachment information.

Please note the requirements and procedures outlined in this MOU are not intended to replace the obligation of individual law enforcement officers to inform prosecuting attorneys of potential impeachment information prior to providing a sworn statement or testimony in any investigation or case. In the majority of investigations and cases, the prosecuting attorney should be able to obtain impeachment information directly from the law enforcement witness during the normal course of investigations and/or preparations for hearings or trials. Prosecutors should be able to have candid conversations with the officers with whom they work regarding any potential impeachment information.

OTHER TERMS

Liability

Unless specifically addressed by the terms of this MOU, the Parties agree not to be responsible for the negligent or wrongful acts or omissions of the other party's employees.

It is expressly understood and agreed that in the execution of this MOU, no party hereto waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it or him or her against claims arising in the exercise of governmental powers and functions.

Effective Date/Termination

This Agreement shall become effective on the date it is signed by the last of the Parties to this Agreement. The Agreement shall remain in effect until termination. Termination may be made by 30 days written notice by any party for any reason.

Entire Agreement

This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any.

Modifications

This MOU may be modified at any time by written consent of all participating agencies. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

Venue

This MOU and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. Exclusive venue shall lie in a court of competent jurisdiction in Comal County, Texas. Any suits relating to this MOU will be filed in a district court in Comal County, Texas.

Severability

In case any one or more provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such validity, illegality, or unenforceability shall not affect any other provision contained herein, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

GARDEN RIDGE POLICE DEPARTMENT

Ron Eberhardt
Chief of Police

DATE: _____

CRIMINAL DISTRICT ATTORNEY'S OFFICE

Jennifer Tharp
Comal County Criminal District Attorney

DATE: _____

Garden Ridge Community and Event Center
Monthly Report
May 1st thru May 31st 2021

Utilization (by Days)

FY 20-21 (Current Month)	FY 19-20 (Current Month)	FY 20-21 (Year to Date)	FY 19-20 (Year to Date)
18	4	137	176

Wildflower (Booked Current Month)

12

Bluebonnet (Booked Current Month)

6

Category Count (by Events)

(Current Month)

(Year to Date)

1. Resident / Non-Resident	1	12
2. City Chartered Non-Profit Organizations	6	18
3. Non-Residents Service Organizations	5	34
4. Non-Profit Associations	3	18
5. City Use	3	55

CITY OF GARDEN RIDGE BUILDING REPORT

May-21

Major Permits

<u>Permit #</u>	<u>Address</u>	<u>Builder</u>	<u>Sq. Ft.</u>	<u>Value \$</u>	<u>Permit Fees</u>
		Total	0	\$ -	\$ -

Minor Permits

<u>Permit #</u>	<u>Address</u>	<u>Builder</u>	<u>Project</u>	<u>Permit Fees</u>
2051	-21 8511 Wild Wind Park	Advanced Solar	Minor Electric	\$ 125.00
2052	-21 19113 Nacogdoches Loop	Advanced Solar	Minor Electric	\$ 125.00
2053	-21 9446 Sumac Lane	Diamond Decks	Deck	\$ 100.00
2054	-21 9122 Tuscan Hills	Texas Concept LLC	Outbuilding	\$ 334.92
2055	-21 8282 Apache Forest	Tundra Custom Fence	Fence	\$ 125.00
2056	-21 21340 Gunther Grove	Evenflow Home & Commercial	Minor Electric	\$ 125.00
2057	-21 8311 Apache Forest	Liquefied Propane	Minor Plumbing	\$ 100.00
1411	-21 21928 Las Cimas	Schmidt Mechanical	Minor HVAC	\$ 100.00
2058	-21 8311 Shining Elk	Cody Pools	Pool, Deck	\$ 639.64
1418	-21 9219 Cipriani Way	Champion A/C	Minor HVAC	\$ 100.00
2059	-21 9263 Cinchona Trail		on hold	
2060	-21 21439 Forest Waters Cir	AAA Fence Pros	Fence	\$ 125.00
2061	-21 21339 Forest Waters Cir	AAA Fence Pros	Fence	\$ 125.00
2062	-21 22223 Via Posada	Paradise Custom Builders	Driveway	\$ 125.00
2063	-21 20223 Hoya Lane	Garden Oaks Const.	Minor Electric	\$ 125.00
2064	-21 20350 Regency Run	Leisure Pools	Pool, Deck	\$ 721.24
2065	-21 8300 Eskimo Forest	Diamond Decks	Fireplace	\$ 125.00
2066	-21 20527 Deer Garden Cv.	Johan Pinot	Driveway & 2 Slabs	\$ 328.60
2067	-21 9310 Sumac Ln.	Michael Rogney	Spa & 2 Slabs	\$ 425.00
2068	-21 19693 Bat Cave Rd.	Southern Leal Remodeling	Addition	\$ 994.35
2069	-21 8286 Apache Forest	Tundra Custom Fence	Fence	\$ 125.00
1423	-21 21414 Liguria Dr.	Parks/Alpha Home Services	Minor HVAC	\$ 100.00
2070	-21 8290 Apache Forest	Tundra Custom Fence	Fence	\$ 125.00
1424	-21 21655 Valley Park Dr.	Arnold Moos A/C	Minor HVAC	\$ 100.00
2071	-21 20041 Buckhead Ln.	ATMA Eneergy LLC	Minor Electric	\$ 125.00
1425	-21 19501 FM 3009 Suite #5	Quarter Moon Plumbing	Minor HVAC	\$ 100.00
1426	-21 23120 Forest Waters Cir.	Will Fix It	Water Heater	\$ -
2072	-21 8920 Bent Brook	JV Pools& Associates	Pool, Spa, Deck	\$ 851.00
2073	-21 19106 Nacogdoches Loop	Morlandt Electric	Minor Electric	\$ 125.00
2074	-21 19534 Creekview Oaks	Delray Construction	Driveway	\$ 125.00
2075	-21 8290 Apache Forest	Keith Zars Pools	Spa	\$ 100.00
2076	-21 8925 Schoenthal Rd.	DLG Unlimited	Fence	\$ 125.00
2077	-21 10021 Calley Cir.	Bluestar Custom Concrete	Patio	\$ 100.00
2078	-21 19427 Arrowood Place	F.N. Welding	Fence	\$ 100.00
				\$ 7,169.75

Total Major Fees for the month

\$ -

Total Minor Fees for the month

\$ 7,169.75

TOTAL

\$ 7,169.75

Fiscal Year 2021

Total major projects value

\$ 2,368,990.00

Total major projects sq. ft.

18,223

Total major permit fees

\$ 13,558.80

Total minor permit fees

\$ 45,602.78

Total permit fees

\$ 59,161.58



First Friday

**FRIDAY 4:00pm -
JUNE 4TH 6:00pm**

PAUL DAVIS PARK

Join the Mayor and City Council for fun and conversation! Bring your family, neighbors, & refreshments to enjoy some fresh air and discuss any concerns. Sweets & treats will be available for purchase from Gracie's Ice Cream.



City of Garden Ridge

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

City Secretary Monthly Activity Report Reporting Period: May 2021

Administrative Operations and Upcoming Events

City Hall Office Hours:

- Monday/Wednesday/Thursday: 8am-5pm, Tuesday: 8am-6pm, and Friday: 8am-4pm.
- Upcoming Holiday (City Hall closed): Monday, July 5th.
- After hours emergency phone number: 210-651-6831.

First Friday:

- Join the Mayor and City Council at Paul Davis Park on Friday, June 4th from 4pm to 6pm for fun and conversation. See the Grapevine or the event flyer on the City's social media pages for details.

Mulch Giveaway:

- Hanson Aggregates-Servtex Quarry is offering a FREE mulch giveaway on Saturday, June 5th from 8am-12pm at the Quarry entrance located at the end of Municipal Parkway. Mulch will be available only while supplies last. See the Grapevine for details.

COVID-19 Vaccine Clinic in Garden Ridge:

- Comal County Office of Public Health will be conducting a Vaccination Clinic at the Garden Ridge Community and Event Center on Tuesday, June 8th. Complete the registration and reserve your timeslot through the link provided on the City's website/social media pages.

Garden Ridge Blood Drive:

- The City and the Garden Ridge Lions are co-sponsoring a blood drive on Saturday, June 12th from 9am to 3pm at the Community and Event Center. See the Grapevine for details.

Communication Efforts

- **High Resolution Pictures of Garden Ridge.** The City is seeking high resolution pictures that represent our beautiful City in order to improve and update the City's website. If you have any high resolution pictures that you would like to be considered, please submit them to Assistant City Secretary Kat Balbi via email at asstcitysecretary@ci.garden-ridge.tx.us.
- **"MyCivic Utilities"**. Want to view and pay your utility bill on your phone? Garden Ridge has an app for that! Download "MyCivic Utilities" and see the March Grapevine or give us a call for details.
- **Other Information/Announcements included in Grapevine/Website/Social Media.** 4th of July Celebration, Families of Garden Ridge Adopt-A-Highway Program, Civilian Response to Active Shooter Events Seminar, Community Pancake Breakfast, Sign Ordinance Reminder, FM 2252 Sewer Line Installation Update, Draft Zoning Ordinance Update, and City Council Actions.
- **Streaming of Meetings.** City Council - 201 views / Commissions - 32 views.

Public Information Act (PIA) Summary

Year:	2021	2020	2019	2018
Number of Requests:	71	207	276	225



POLICE DEPARTMENT MONTHLY BREAKDOWN

May 1 to May 31, 2021

Calls for Service

Dispatched: 106 City Ordinance: 16 Total: 122 False Alarms: 18

Arrests

- *1 – Unauthorized Use of a Vehicle
- *1 – Possession of Controlled Substance PG 1 >=1G<4G

Traffic Enforcement

Crashes: 3 Citations: 52 Warnings: 72 Total: 124

Training / Certifications

- * Officers Smith and Jefferson completed Special Investigative Topics Course
- * Officer Jefferson completed Cultural Diversity course
- * Sergeant Thoemke completed Racial Profiling for Traffic Stops and Field Contacts course
- * Officer McMahan completed EVOC: 2020 (AS) course, Firearms Training – GLOCK 22 Pistol, A Primer: "On Killing", Racial Profiling for Traffic Stops and Field Contacts course

Outreach Efforts

- * Coffee with the Cops continues 2nd Wednesday of each month
- * Citizens Police Academy is getting closer to graduation on June 15th
- * 3rd Annual Police and Fire Dept Pancake Breakfast on 12 June. All proceeds are given to the Children's Advocacy Center of Comal County

Administrative Comments

- * Officer Smith completed his FTO Program on 28 May and started his duties on 30 May



City of Garden Ridge

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

MONTHLY PUBLIC WORKS REPORT

May 2021

Activities for the month

Steven Steinmetz
Public Works
Director

Eric Lowman
Deputy Public
Works Director

Stanley Georg
Manuel Troncoso
Ryan Furgason
Jack Drawdy

Storm water Drainage Facility and Easement Maintenance

- Inspected 11 outfalls.
- Inspected 18 detention ponds.
- Stormwater public outreach: 1 message displayed on FM 2252 sign.
- Trash removed from Right of ways by volumeters: 90pounds.
- Rainfall amount for the month: 8"

Parks Maintenance

- Paul Davis Park: Ongoing sanitizing of facilities.
Replace playground swing chains
Repair concession rollup door spring
Purchase and replace concession fridge
Replenish mulch in playground areas
Spread 10 yards of ballfield dressing
Mowed 1 time.
- Pocket Parks: Mowed 1 time

City Facility/Property Maintenance

- City Hall: Daily cleaning
- Touchless fountain installation at city hall and library
- Community Center: Touchless fountain installation

Ongoing Responsibilities

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

Upcoming Events

Oak Wilt

No new reported cases.

Reports Submitted

Wildlife Management Advisory Commission Report.

Events/Conducted Education to residents

- None.

Future Projects or Needs

- Increase office space at the Public Works building.
- Construct Covered vehicle and equipment storage.

Animal Services Monthly Activities

- 4 deer carcasses were disposed of, which makes for the year 19.
 - 0 wild hog was donated this month to Hunters for the Hungry, the year-to-date combined totals for wild hogs and deer donated are .
 - 0 live traps loaned out this month, traps loaned out year-to-date .
 - 233 registered/reregistered animals for the year.
 - 0 nuisance complaints received.
 - 0 animal reported bites.
- 

Adoptions

- 0 dogs; 2 year-to-date.
- 0 cats; 0 year-to-date.

Returned to owners

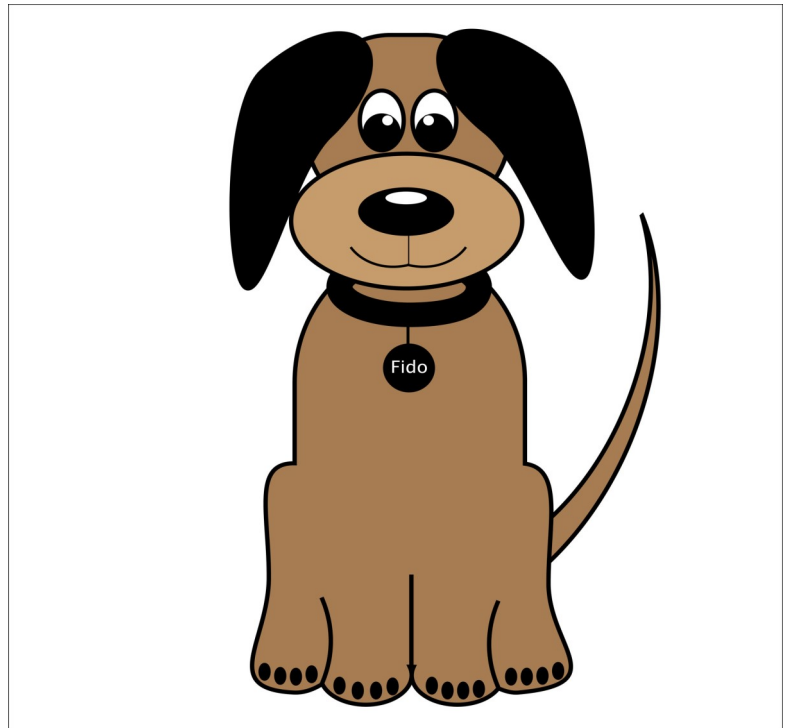
- 5 dogs; 12 year-to-date.
- 0 cats; 0 year-to-date.

Transferred to other agencies

- 0 dogs for month; 1 year-to-date.
- 0 cats for month; 1 year-to-date.

Currently in City care

- 2 dogs; 12 cat:

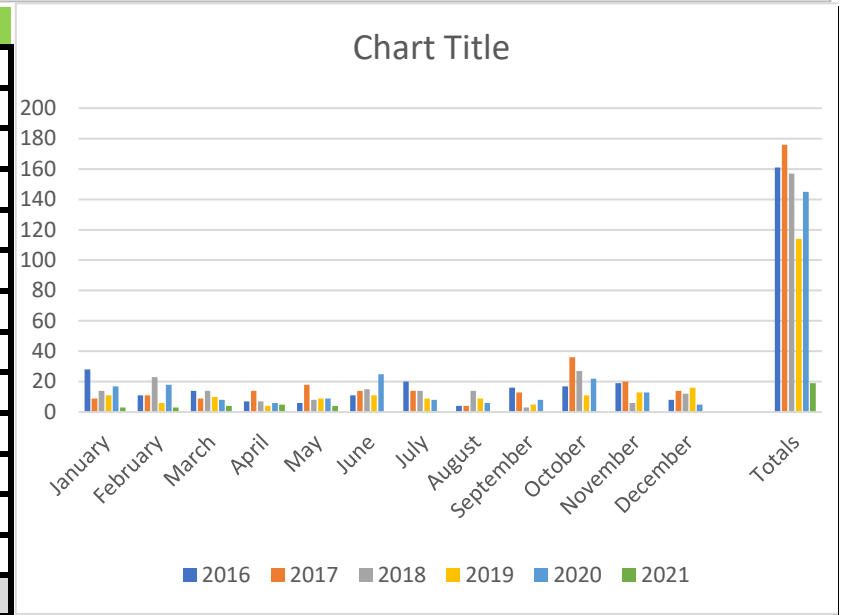


Year to Date Wildlife Report

	Jan	Feb.	Mar	Apr.	May	Jun	Jul	Aug.	Sep.	Oct	Nov	Dec.	Total
Deer	3	3	4	5	4	0	0	0	0	0	0	0	19
Raccoons	3	0	5	5	4	0	0	0	0	0	0	0	17
Opossums	3	1	5	5	4	0	0	0	0	0	0	0	18
Skunks	5	6	0	1	1	0	0	0	0	0	0	0	13
Wild hogs	0	0	0	1	0	0	0	0	0	0	0	0	1
Turtles	0	0	0	0	2	0	0	0	0	0	0	0	2
Squirrels	1	1	1	2	5	0	0	0	0	0	0	0	10
Foxes	0	0	0	0	0	0	0	0	0	0	0	0	0
Armadillos	0	0	0	0	0	0	0	0	0	0	0	0	0
Hawks	0	0	0	0	0	0	0	0	0	0	0	0	0
Bats	0	0	0	0	0	0	0	0	0	0	0	0	0
Coyotes	0	0	0	0	0	0	0	0	0	0	0	0	0
Buzzards	1	1	0	0	0	0	0	0	0	0	0	0	2
Ringtails	0	0	0	0	0	0	0	0	0	0	0	0	0
Snakes	0	0	0	1	0	0	0	0	0	0	0	0	1
Bobcat	0	0	0	0	0	0	0	0	0	0	0	0	0
Porcupine	0	0	0	0	0	0	0	0	0	0	0	0	0
Chicken	1	0	0	0	0	0	0	0	0	0	0	0	1
Total	17	12	15	20	20								84

Deer Carcass Removal Totals for 2016 - 2021

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

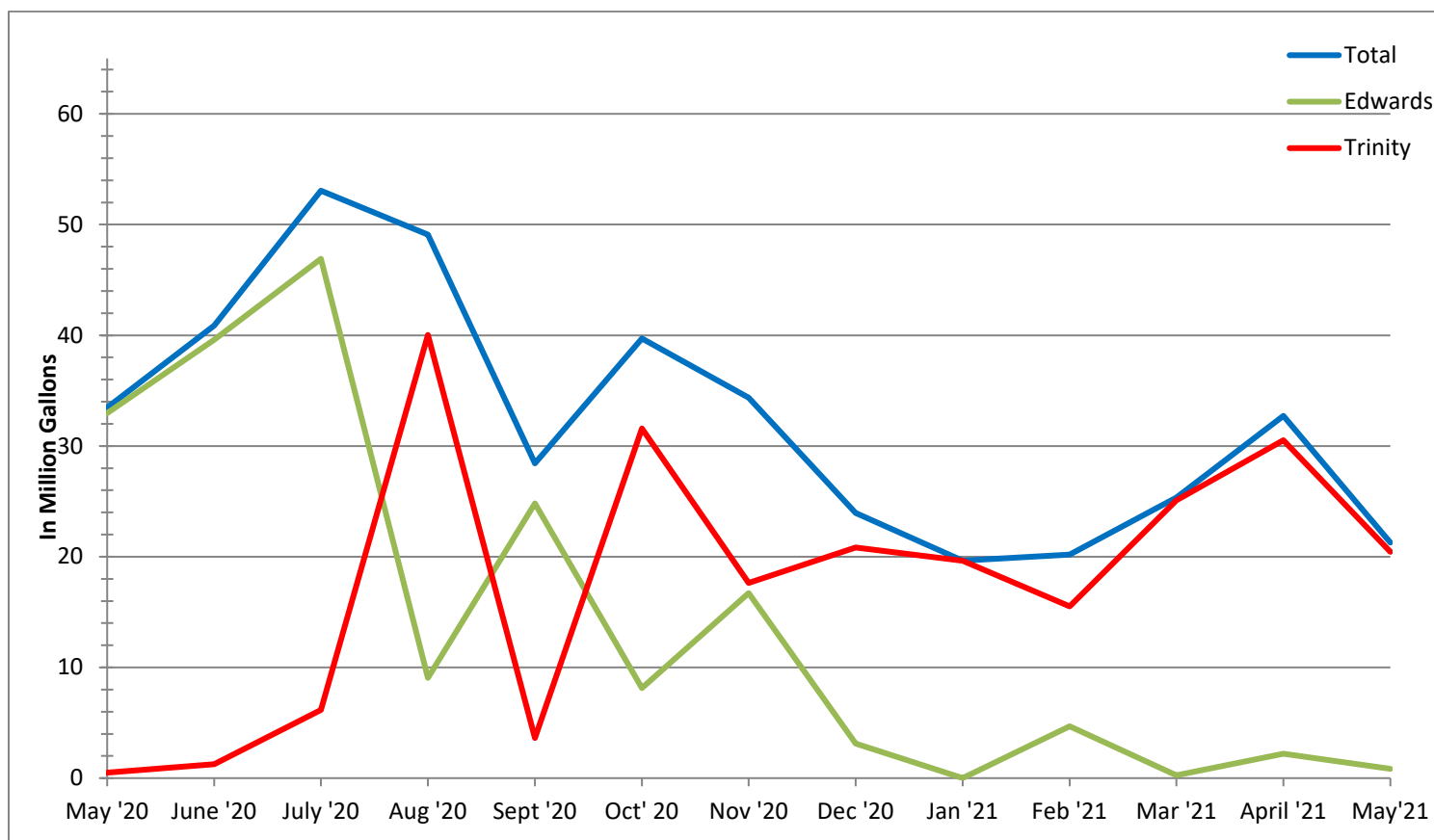




Water Department Report

As of May 31, 2021

City of Garden Ridge Aquifer Usage

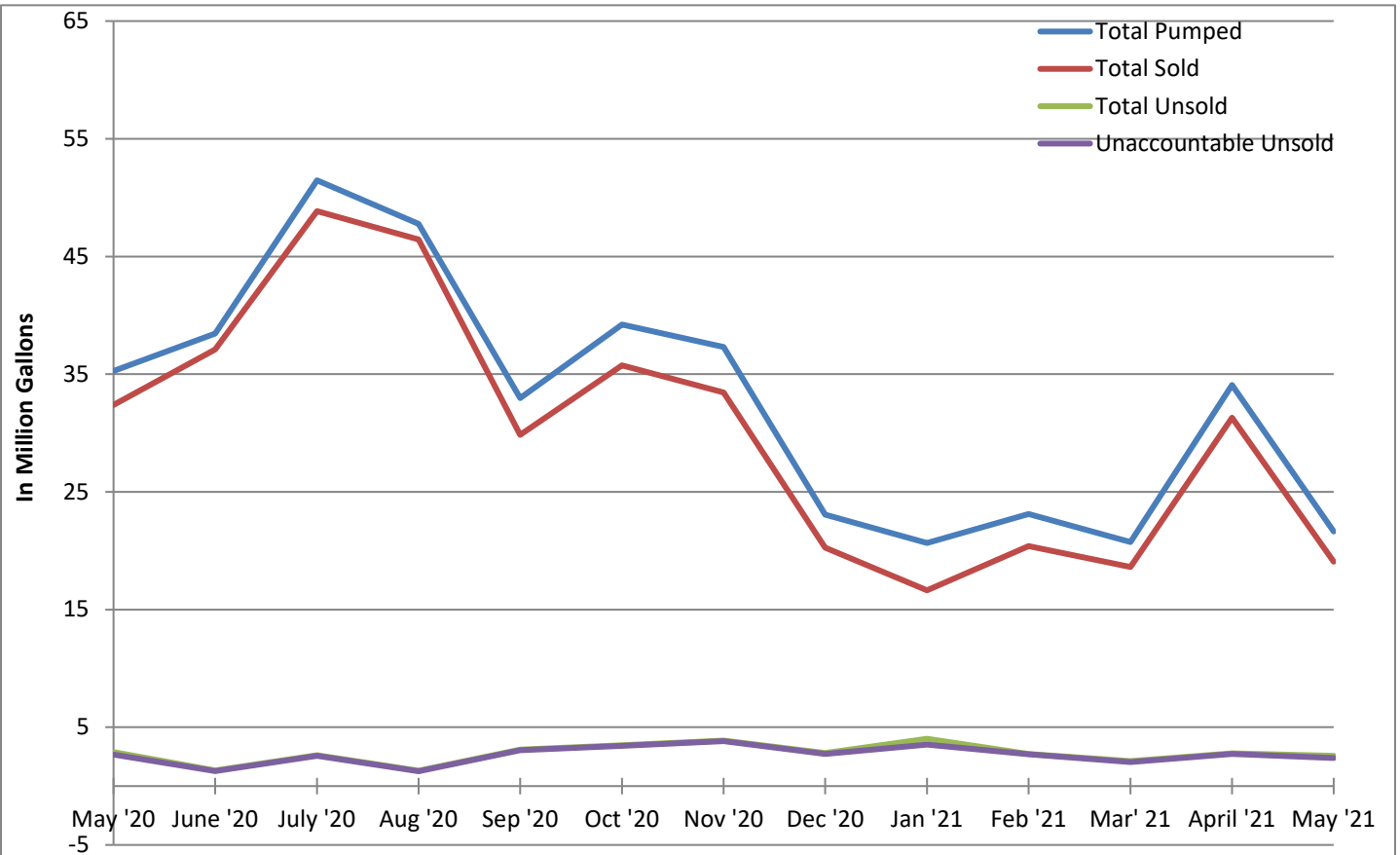


	Month:	Year:	Available:	Stage:
Edwards Well Usage AC/FT:	2.53	24.41	617.72	0
Trinity Well Usage AC/FT:	62.78	233.44	N/A	0

Water Quality

Due:	Missed:	Passed:	Failed:	
6	0	6	0	
2	0	2	0	
31	0	31	0	

2020 – 2021 Pumping Report



	Total Pumped (Thousands)	Total Sold (Thousands)	Total Unsold (Thousands)	Unaccountable Unsold (Thousands)	Unaccountable Unsold %
May '20	35,266	32,385	2,881	2,668	7.6%
June '20	38,442	37,110	1,332	1,286	3.3%
July '20	51,469	48,851	2,618	2,574	5.0%
Aug '20	48,799	46,446	2,333	2,286	4.7%
Sept '20	32,959	29,855	3,104	3,057	9.3%
Oct '20	39,216	35,752	3,464	3,418	8.7%
Nov '20	37,299	33,440	3,860	3,821	10.2%
Dec '20	23,077	20,270	2,807	2,736	11.9%
Jan '21	20,655	Insufficient Data		-	
Feb '21	23,123	20,390	2,733	2,696	11.7%
Mar '21	20,744	18,627	2,117	2,030	9.8%
April '21	34,076	31,287	2,789	2,728	8.0%
May '21	21,642	19,080	2,562	2,391	11.0%
Yearly Average	32,828	35,514	2,800	2,731	8.4%

Water Department Monthly Activities:

New Installed Meters	0	Work Orders	243
Meter Replacements	0	Locates	14
City Owned Leaks	1	Irrigations Permits Issued	0
Meters Read	1683	Total Rebates	0
Meter Tests	0	Active Customer Leaks	63

Leak Adjustments

New Requests	1	Waiting for Customer		Approved	0	Amount Approved	\$0	Denied	0	Sent to Water Commission	1
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Projects & Announcements:

- Whispering Oaks Project is Ongoing
 - Reviewing Project As-Builts and is 99% complete
- Workflow Management System Implementation
 - Ongoing and is 99% complete
- AMI Project is Ongoing
 - We have 0 meters left to install is 99% complete
- 2252 Wastewater Project Ongoing
 - Contractor has installed 85% of the Wastewater Main
- 2252 TXDOT Water Line Ongoing
 - Working on funding

COVID-19 Pandemic

The Water Department is continuing to be vigilant to keep our staff and infrastructure safe from the spread of the Coronavirus. We are still cleaning facilities, vehicles, and equipment daily to ensure our staff and water system stay safe. Our team members have a positive outlook. We are keeping a close eye on the situation and can increase or decrease our continuity of operations if and when necessary.



Monthly Library Update

By Linda Crosland, Library Director

For leisure, for learning, for life!

Upcoming Activities for June

Children's Activities

June 3, Summer Reading Program Kickoff, 1:00-3:00 pm (Come-n-Go), Sign up with our online reading log, Reader Zone, while enjoying an ice cream float

Tuesdays, Lego Robotics free time, come-n-go all day (starting June 15)

Wednesdays, Regular Legos Building free time, come-n-go all day (starting June 16)

Thursdays, Smart Cookie Day—Smart Readers bring us your reading log, do crafts and of course, munch a cookie (starting June 10).

Fridays, Preschool Storytime, 10:30 am with **Stay & Play** immediately following

Special, June 19, Dad & Me, 9:30 am, have donuts with Dad and make garden stepping stones

Adults' Activities

1st Mondays, Adult Game Night, 6:00 pm

Tuesdays, Northside Knitters, 10:00 am

Wednesdays & Fridays, Virtual Matter of Balance Class, 2:00-3:30 pm

Thursdays, Adult Coloring, 1:00 pm

2nd Tuesdays, Card-making for our troops, 12:00 pm

3rd Tuesdays, Regular Card-making, 1:00 pm

1st Saturdays, 10-12:30, Family Tech Day

Department Statistics for May

Visits to the Library	932
Items Checked Out	1,699
New Patrons Added	10
New Items Added to the Collection	48
Volunteer Hours	111

Activity Statistics

Children's Preschool Storytime	134
Children's Lego Robotics, Coding, & Regular Legos	20
Adult Classes, including virtual exercises	54
Special, May the 4th Be with You	74

Activity Total 282

Linda participated in 5 webinars: "Connect with your Community in a Virtual World," "ILL Management," "Leading Change: Breakthroughs Don't Happen Overnight," "Mobile Marketing Tips for Every Generation," and a CTLS Meeting concerning the Large Print Collection.

"Outside of a dog, a book is a man's best friend. Inside of a dog, it's too dark to read." – Groucho Marx



memorandum

To: Garden Ridge City Council
From: Trihydro Corporation
cc: Ms. Nancy Cain, City Administrator, City of Garden Ridge
Date: May 26, 2021
Re: Engineering Report for June 2021 Council Meeting

1. FM 2252 TxDOT Project

- Trihydro prepared documents required for a funding application for the TxDOT FM 2252 Water Line Relocation Project. Funding will be provided by the State Infrastructure Bank (SIB). The requested interest rate is 1% for 15 years. The loan amount is \$620,000.
- Once the loan is approved, Trihydro will prepare design/bid documents for proposed water line relocation, finalize project budget, solicit construction bids, and finalize TxDOT approval. We are on hold awaiting authorization.

2. FM 2252 Wastewater Project

- Quo Mex is approximately 60% complete with force main installation. We are finalizing application with CPS Energy for power to waste holding tank site.
- Trihydro is updating the Water and Sewer Service Applications to account for new grinder pump installation and fees. We are also preparing updates to the City's Water and Sewer Ordinances.

Print

City Commission Volunteer Interest Form - Submission #2780

Date Submitted: 5/3/2021



City of Garden Ridge

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

City Commission

Volunteer Interest Form

First Name*

Todd

Last Name

Hill

Address*

19870 Bat Cave Rd
Garden Ridge, TX 78266

Phone Number

Email Address

Date of Birth*

Voter Unique Identifier (VUID)

Qualifications from Ordinance No. 210*

Please check all the boxes that apply to you.

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

Occupation

Retired US Army, Self Employed

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

☒ Planning and Zoning Commission

☐ Wildlife Management Advisory Commission

☐ Quarry Commission

☐ Any City Commission

☐ Water Commission

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

I believe it is duty to serve my fellow man, that includes serving my community. While serving I want to give a voice to all citizens by gathering community sentiment and carefully researching and reflecting on how those decisions will positively enhance the city for the benefit of all citizens.

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

Founder and President of the North Dakota Adult Soccer Association
Referee Assignor, Scheduler and Evaluator for all Soccer games in Eastern North Dakota and Northwestern Minnesota
Basewide Equal Opportunity Advisor @ Ft Lee, VA
Various Boards and Committees within my Church
Various Boards and Committees within several fraternal organizations

Please attach your resume or a bio.*

Todd M Hill Bio.docx

Date

5/3/2021



A resume or a bio is required to be submitted with Volunteer Interest Form.

Todd M Hill Bio

Todd Hill was born in Salt Lake City, UT, raised for the most part in Colorado Springs, CO. He is married to Shea, and has five children Devin 28, Tyler 14, Jacob 12, Harrison 7, and Annie 5. He attended the University of Northern Colorado and Regis University. He spent 24 years in the US Army, attained the rank of Sergeant First Class and is a Disabled Veteran. While in the Army he spent time in the medical service and also teaching professional development. While a reservist he was a Mortgage Loan Officer/Broker for many years. After the military he worked for the Department of the Air Force, at Grand Forks AFB, ND, as the Mission/Flight Planner for worldwide operations for all of the KC-135's on station. Since 1982, Todd has been a sports official/referee. He officiated Soccer for 37 years, Ice Hockey for 17 years, Lacrosse for 9 years and Field Hockey for 5 years. He is still currently officiating Ice Hockey and Lacrosse. He is active in his church, a longtime volunteer for the Boy Scouts of America, is also active and a volunteer in several fraternal organizations.

Water Commission Recommendation

For City Council June 2, 2021

1. Request for water leak adjustment for 19204 FM 2252 for the billing period of February 22, 2021 – March 23, 2021, Covenant Baptist Church.

- a. AMI records show a small leak began on March 2, 2021. On March 4, a leak alert was sent to Covenant Baptist Church by email to notify them of a possible leak.
- b. The leak was underground near the meter. Since the church was closed for COVID-19, there was no physical monitoring of the grounds and intermittent email monitoring.
- c. The leak progressively got worse until it burst on March 10, 2021 at 11:00 AM. The burst pipe triggered an AMI alert with the water department. The Water Manager called the church maintenance personnel to shut the water off. The water was shut off at approximately 8:00 PM. The leak was repaired on March 26, 2021.
- d. The Water Commission voted 5-0 to recommend to City Council a credit of **\$994.00**. This is based on calculating the cost of water leaked at Tier 2 water rates (see calculation below).

Leak from 3/2/21 to 3/10/21 => 95,000 gals				
A	Water Bill (water portion only)	120k		\$1,575.95
B	Leak value at the Tier 2 rate (\$ 4.75/kgal)	95k	\$ 451.25	
C	Customer Consumption at standard rates (5k minimum)	25k	\$ 130.70	
D	Paid by Customer (D=B+C)			\$ 581.95
E	Credit to Customer (E=A-D)			\$ 994.00



City of Garden Ridge

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

For Office Use Only

2021 - 09 W

APPENDIX "F"

WATER LEAK ADJUSTMENT REQUEST

To Be Completed By Customer

Name: Covenant Baptist Church of Garden Ridge

Phone: 210-410-2355 Treasurer Cyn Huddleston

Address: 19204 FM 2252 SATX 78266

Billing Period: 02/22/2021 to 03/23/2021

Bill Amount: Water only \$1575.96

Email Address: [REDACTED]

Please explain circumstances of the higher bill: There was a break in the line near our meter.
Unknown cause of break.

Do you suspect criminal activity?

Circle:

YES

NO

If yes, please submit a copy of your Police Report.

What corrective measures/repairs have been made? Please provide documentation/receipts.

We had a plumber come out and repair the leak.

What are you specifically requesting of the Water Department? Please consider adjusting our bill for as much
of the abnormal usage as you can.

Note: We had higher than normal usage at Easter. This was not a leak. Baptistry cleaning and filling.

Cynthia E. Huddleston
Signature CYNTHIA E. HUDDLESTON
TREASURER
COV. BAPT. CH. of Garden Ridge
Please attach supporting documentation to this page.

8 April 2021

Date

Thank you
CH

BY: Michelle D

DIAGNOSTIC SOLUTION

NATURE OF SERVICE REQUEST

DATE _____ **TIME** _____

LOCATION _____

DESCRIPTION OF PROBLEM

We check up the area & found a
broken 2" pipe under a
floor made repair with new water
coupling. The repair was 2" hole
in the wall. We also found
90 degree elbow in the
line.

REPAIR PARTS USED

Water meter, parts & labor

Home Inspection Offered ☐ Y ☒ N Declined

A-Team Offered ☐ Y ☒ N Declined

Warranty Period/Duration

Labor

Material

Job Completed: YES ☒ NO ☐

IF THE JOB IS NOT COMPLETED

ENTER DATE TO RETURN _____

SIGNATURE _____

Texas Department of Licensing And Regulation

Texas State Board of Professional Engineers

[illegible]

RECEIVED
APR 12 2021
BY: Michelle H.



Pictures of Repair
Covenant Baptist Church
3/26/2021





City of Garden Ridge

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

To Be Completed By Water Department

Bill Amount: _____ Average Bill Amount: _____

Date Received: _____ Received By: _____

Historic Usage and Analysis: _____

Customer History of Requests: _____

Water Manager Review and Comments: _____

Additional information requested: _____ Date Requested: _____

Additional Information submitted: _____ Date Received: _____

Amount Approved: _____

Disapproved: _____

Referred to Water Commission: _____

Water Manager or Designee Signature

Date



City of Garden Ridge Water Department
 9400 Municipal Parkway
 Garden Ridge, Texas 78266
 (210)-651-6831
 Fax (210)-651-9638
www.ci.garden-ridge.tx.us



**AUTO SORT CRRT R003
 COVENANT BAPTIST CHURCH OF G.R
 19204 FM 2252
 GARDEN RIDGE TX 78266-2554



Pay online at www.municipalonlinepayments.com/gardenridgetx/utilities
 Pay by phone at 866-285-1323

Please return this portion with your payment. When paying in person please bring both portions of this bill.

Account Number	Amount Due
[REDACTED]	\$1,639.25
Due Date	After Due Date Pay
04/15/2021	\$1,803.12
Service Address	
19204 FM 2252	

There will be a charge on all returned checks.
 Please return this portion with your payment.
 When paying in person, please bring both portions of this bill.

City of Garden Ridge Water Department
 9400 Municipal Parkway
 Garden Ridge, Texas 78266
 (210)-651-6831
 Fax (210)-651-9638
www.ci.garden-ridge.tx.us

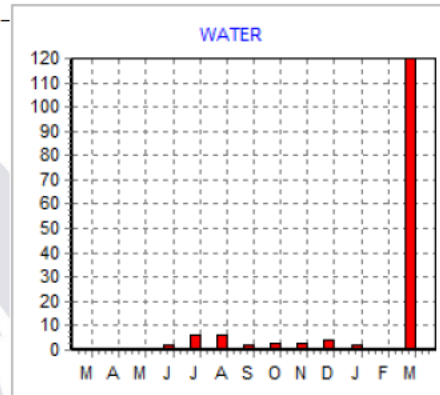
CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name		Service Address			Account Number	
COVENANT BAPTIST CHURCH OF G.R		19204 FM 2252			[REDACTED]	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
ACTIVE	02/22/2021	03/23/2021	29	03/31/2021	04/16/2021	04/15/2021

PREVIOUS BALANCE	118.30
PAYMENTS	118.30
CURRENT BALANCE	\$0.00

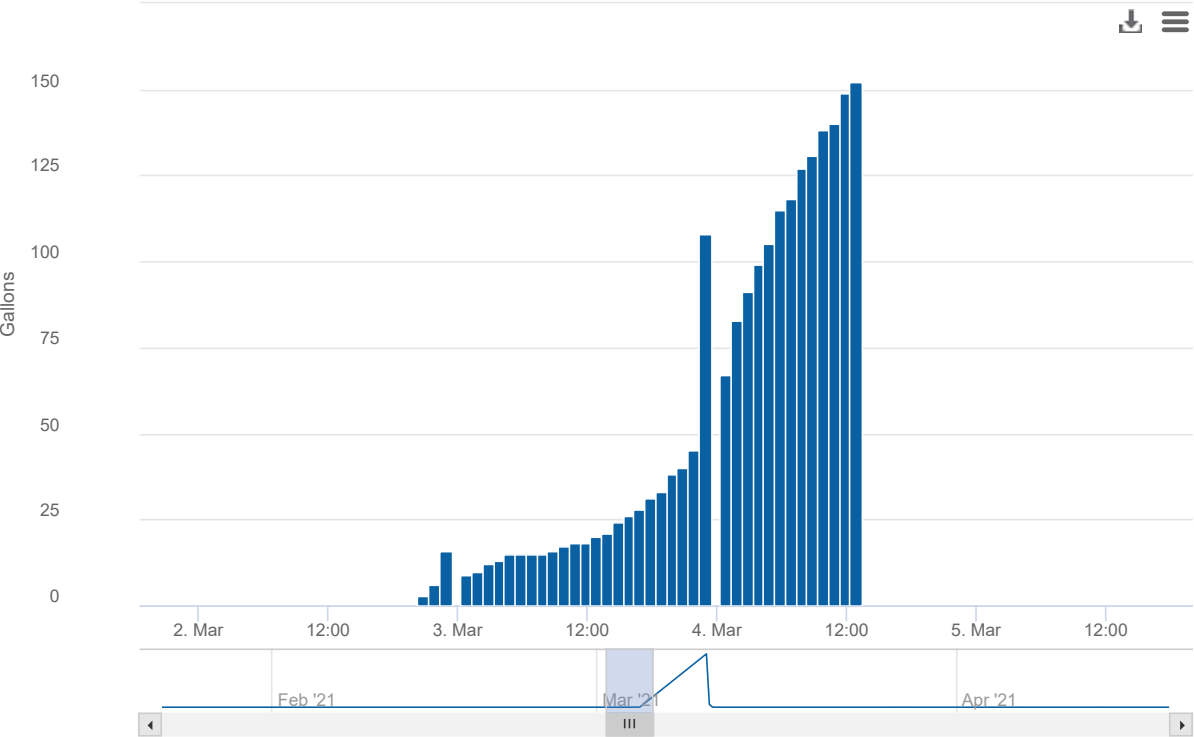
CURRENT READING	PREVIOUS READING	USAGE	
120	0	120000	

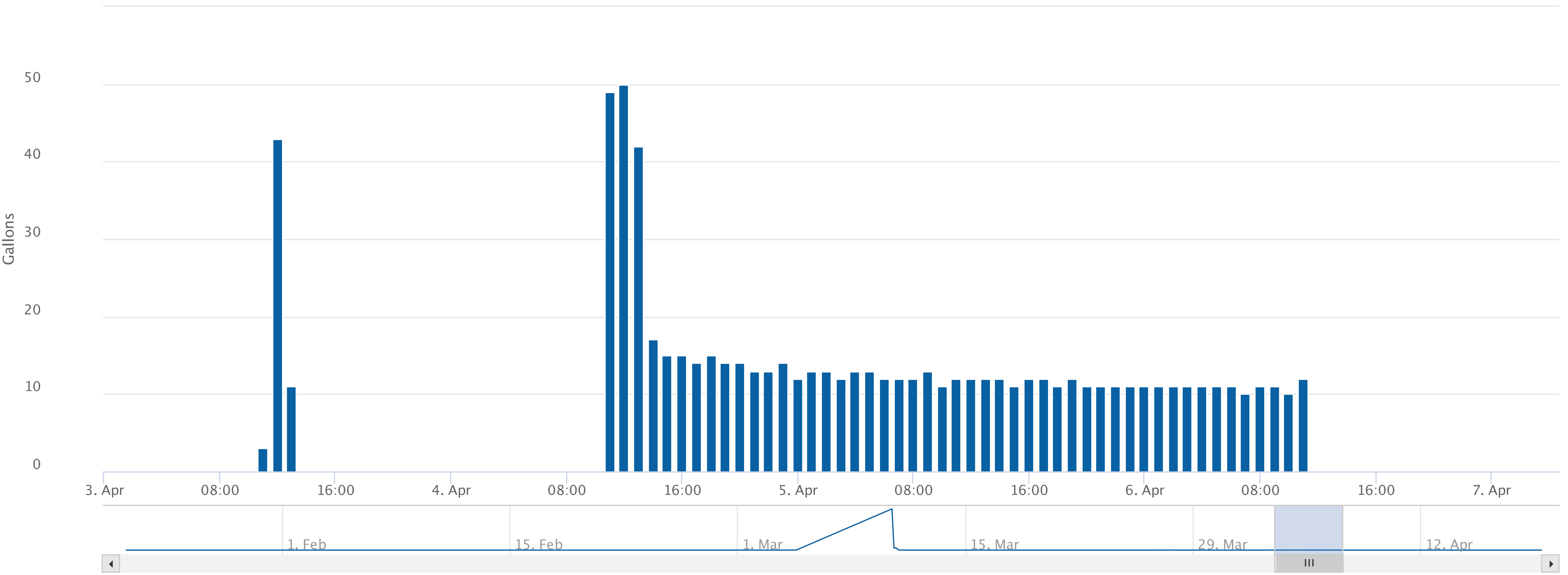
WATER	1,575.95
GARBAGE	59.97
EAA FEE	2.73
CTG FEE	0.60
CURRENT BILL	\$1,639.25
AMOUNT DUE	\$1,639.25
AMOUNT DUE AFTER 04/15/2021	\$1,803.12



CITY HALL CLOSED APRIL 2. LIBRARY CLOSED
 APRIL 2 & 3. EARLY VOTING APRIL 19 - 27
 SEE CALENDAR INSERT FOR EARLY VOTING
 HOURS AND UPCOMING EVENTS.
 AFTER HOURS CONTACT 210-651-6831
 FOR WATER AND LOST/FOUND PETS.

Account Number:		COVENANT BAPTIST CHURCH OF G.R										
		Service		# of		Demand				Fuel	Demand	
Bill Date	Tno	From	To	Days	Consumption	Consum...	Total Bill	Bill Amount	Tax	Adju...	Amount	Tax
03/31/2021	560	02/22/2021	03/23/2021	29	120	0.0000	1,575.95	1,575.95	0.00	0.00	0.00	0.00
02/28/2021	563	01/22/2021	02/22/2021	31	0	0.0000	55.00	55.00	0.00	0.00	0.00	0.00
01/31/2021	565	12/22/2020	01/22/2021	31	2	0.0000	55.00	55.00	0.00	0.00	0.00	0.00
12/31/2020	567	11/23/2020	12/22/2020	29	4	0.0000	25.00	25.00	0.00	0.00	0.00	0.00
11/30/2020	569	10/23/2020	11/23/2020	31	3	0.0000	25.00	25.00	0.00	0.00	0.00	0.00
10/31/2020	571	09/23/2020	10/23/2020	30	3	0.0000	25.00	25.00	0.00	0.00	0.00	0.00
09/30/2020	573	08/24/2020	09/23/2020	30	2	0.0000	25.00	25.00	0.00	0.00	0.00	0.00
08/31/2020	575	07/23/2020	08/24/2020	32	6	0.0000	27.74	27.74	0.00	0.00	0.00	0.00
07/31/2020	577	06/22/2020	07/23/2020	31	6	0.0000	27.74	27.74	0.00	0.00	0.00	0.00
06/30/2020	579	05/21/2020	06/22/2020	32	2	0.0000	25.00	25.00	0.00	0.00	0.00	0.00
05/31/2020	581	04/23/2020	05/21/2020	28	1	0.0000	25.00	25.00	0.00	0.00	0.00	0.00
05/01/2020	583	03/23/2020	04/23/2020	31	1	0.0000	25.00	25.00	0.00	0.00	0.00	0.00
03/31/2020	585	02/20/2020	03/23/2020	32	1	0.0000	25.00	25.00	0.00	0.00	0.00	0.00
02/28/2020	587	01/21/2020	02/20/2020	30	0	0.0000	25.00	25.00	0.00	0.00	0.00	0.00
01/31/2020	589	12/20/2019	01/21/2020	32	1	0.0000	25.00	25.00	0.00	0.00	0.00	0.00
12/31/2019	591	11/21/2019	12/20/2019	29	0	0.0000	25.00	25.00	0.00	0.00	0.00	0.00
11/30/2019	593	10/23/2019	11/21/2019	29	1	0.0000	25.00	25.00	0.00	0.00	0.00	0.00
10/31/2019	595	09/23/2019	10/23/2019	30	2	0.0000	25.00	25.00	0.00	0.00	0.00	0.00
09/25/2019	598	08/22/2019	09/23/2019	32	3	0.0000	25.00	25.00	0.00	0.00	0.00	0.00
08/30/2019	599	07/22/2019	08/22/2019	31	4	0.0000	25.00	25.00	0.00	0.00	0.00	0.00
07/31/2019	604	06/24/2019	07/22/2019	28	1	0.0000	23.00	23.00	0.00	0.00	0.00	0.00
06/30/2019	606	05/23/2019	06/24/2019	32	0	0.0000	23.00	23.00	0.00	0.00	0.00	0.00
05/31/2019	608	04/22/2019	05/23/2019	31	1	0.0000	23.00	23.00	0.00	0.00	0.00	0.00
04/30/2019	610	03/21/2019	04/22/2019	32	0	0.0000	23.00	23.00	0.00	0.00	0.00	0.00
					Avg 7	Avg 0.000	Avg 92.02	Avg 92.02	Avg 0.	Avg 0	Avg 0.00	Avg 0.00







Service Area

Customers

- Customer Search
- Grey Flag Review
- Red Flag Review
- High Usage Review
- Recently Inactive Revi
- Manage External User

Connections

Notifications

Reports

Settings

Search Customer Locations



Customer Location

Summary Map View Usage Chart Notifications

Sent	Message To	Answered By	Subject	Direction	Duration	Status
2021-04-05 18:25 36			Leak Alert - Account 24-4091-00	outbound-api	0	open
2021-03-04 15:00 39			Leak Alert - Account 24-4091-00	outbound-api	0	open

Previous

Cancel

Save

Next

COVENANT BAPTIST CHURCH OF G.R

██████ - 19204 FM 2252
21390150 - KAMSTRUP - 2"

Date / Time	Hourly Usage	Meter Reading
03-02-2021 18:00	0.0	935.0
03-03-2021 15:00	24.0	1,198.0
03-03-2021 16:00	26.0	1,224.0
03-03-2021 17:00	28.0	1,252.0
03-03-2021 18:00	31.0	1,283.0
03-03-2021 19:00	33.0	1,316.0
03-03-2021 20:00	38.0	1,354.0
03-03-2021 21:00	40.0	1,394.0
03-03-2021 22:00	45.0	1,439.0
03-03-2021 23:00	50.0	1,489.0
03-03-2021 23:59	58.0	1,547.0
03-04-2021 01:00	67.0	1,614.0
03-04-2021 02:00	83.0	1,697.0
03-04-2021 03:00	91.0	1,788.0
03-04-2021 04:00	99.0	1,887.0
03-04-2021 05:00	105.0	1,992.0
03-04-2021 06:00	115.0	2,107.0
03-04-2021 07:00	118.0	2,225.0
03-04-2021 08:00	127.0	2,352.0
03-04-2021 09:00	131.0	2,483.0
03-04-2021 10:00	138.0	2,621.0
03-04-2021 11:00	140.0	2,761.0
03-04-2021 12:00	149.0	2,910.0
03-04-2021 13:00	152.0	3,062.0
03-10-2021 11:00	86,792.0	89,854.0
03-10-2021 12:00	4,441.0	94,295.0
03-10-2021 13:00	4,532.0	98,827.0
03-10-2021 14:00	4,552.0	103,379.0
03-10-2021 15:00	4,641.0	108,020.0
03-10-2021 16:00	4,660.0	112,680.0
03-10-2021 17:00	4,739.0	117,419.0
03-10-2021 18:00	2,762.0	120,181.0
03-10-2021 19:00	0.0	120,181.0
03-10-2021 20:00	0.0	120,181.0
03-10-2021 21:00	0.0	120,181.0
03-10-2021 22:00	0.0	120,181.0
03-10-2021 23:00	0.0	120,181.0
03-10-2021 23:59	0.0	120,181.0
03-11-2021 01:00	0.0	120,181.0
03-11-2021 02:00	0.0	120,181.0

Usage from 2/22/21 to 3/2/21 = 0 gals

Usage from 3/2/21 to 3/4/21 = 2,127 gals

No reading between 3/4/21 1300hrs to
3/10/21 1100hrs = 189 hours

Burst = 86,792 gals/189 hours) = 459.2 gal/hr

Total Leak from 3/4/21 at 13:00 hrs to 3/10/21
at 19:00 hrs = 117,119 gallons

Usage from 3/11/21 to 3/23/21 = 0 gals

03-11-2021 03:00	0.0	120,181.0
03-11-2021 04:00	0.0	120,181.0

City Council Meeting 6/2/21

#1 – McCaw

#2 – Swint

#3 – Valdez

#4 – Arvidson

#5 - Bower

Parks Committee Highlights

Our last general membership meeting was held on May 12th. Our next meeting is scheduled for Wednesday June 9th.

UPDATE (status on an open item(s) discussed during a previous council meeting):

Ordinance #24 update. Rewrite / update on pause until after the 4th of July celebration

ACCOMPLISHMENTS SINCE OUR LAST MEETING:

At the time of this update (5/25) the total number of volunteer hours provided by the Parks Committee during the month of May was 235 (180 hrs. by committee members + 55 hrs. by volunteers outside the Parks Committee including support from both the Lions Club and the Women's Club). We appreciate everyone's support.

Our primary focus has been on preparing Paul Davis Park for our city's 4th of July celebration.

○ PDP

- At last month's council meeting I reported the projected manhours to get Paul Davis Park ready for the 4th of July (does not include the hours necessary to plan and run the actual celebration) would be approximately 257 hours. This number has been increased by an additional 107 volunteer hours to cover us thru the end of June. Three (3) primary reasons for this increase in volunteer hours: 1) expanded our cleanup efforts to take down more unsafe trees and/or branches throughout the park, 2) the bamboo forest is more invasive than anyone thought and therefore more effort has been required to hopefully contain or mitigate and 3) taking action to address items which we, the Parks Committee, deemed important enough to bring to the attention of Public Works and/or City Hall. After further review and prioritization, we have updated our master plan. I am pleased to report we are on target to complete our new plan before the 4th of July.

○ What is planned for the next 60 days:

- Laser focus on the upcoming 4th of July celebration. For those counting → T-31 days from today
- In June: installation of both council approved Scout projects at Paul Davis Park
 - Scout Charlie Hogue Troop #828 – Build and install a GaGa Ball Pit near the basketball court
 - Scout Joey Czerniak Troop #828 – Build and install an Exercise Station along the outer rear trail beyond Pavilion #3
- Restart work on Ordinance #24 with City Administrator and team – after 7/4.
- Continue working with City Hall to update the Parks Committee section on our city's website

SPECIAL UPDATE

4th of July Celebration - City of Garden Ridge

Prepared on 5/26/21

City Council meeting update for June 2, 2021 (T-31)

Organization Presenting: Parks Committee

The Parks Committee continues to work on both our flagship park (PDP) as well as the actual 4th of July celebration.

Date : Sunday 4th of July
Time : 9AM – 1 PM
Location : Paul Davis Park and immediate surrounding area

We would like to thank City Hall for their continued support. Public Works has been very active in helping us work towards completing the 309 park related detailed task (was 121). Note: 23 major tasks were added – the balance of increase is due to scheduling of some task from once to “weekly” to ensure we stay on plan; and so our community could have a better experience at PDP over the Memorial Day weekend.

STAGE 1 – Getting Paul Davis Park ready (not part of the actual event)

- After 1 month we have completed 70% of our planned task. We are on track to have the park ready for the 4th of July. Still a lot of work ahead for the team.
- Major task remaining are:
 - Cement picnic table – 4 resurfaced by the 4th
 - Baseball field
 - Basketball court
 - 4-Square ball game
 - Meadow sign
 - Debris removal
 - Scout Project – Install GaGa Ball Pit
 - Scout Project – Install Exercise stations (4)
 - Dry Creek: clean-up
 - Park: general clean-up

STAGE 2 – Leading up to the event set-up (July 1-4)

- Public Safety
 - We will adhere to city directives regarding public health safety guidelines.
 - Leverage existing hand sanitizing stations (borrowed from City Hall and the Community Center)
 - We decided we did not need to rent either portable hand-washing stations or portable restrooms.
 - Even thou the entire celebration is being held outside we will be sensitive to encouraging social distancing by placement of our activites and facilities further apart when possible.
- COVID
 - COVID and activities for children was raised. While everyone agrees we have made great strides towards mitigating this health issue, the journey is not over and we remain mindful about how to best manage this year’s event in as safe a way as possible for: our city employees, our citizens and their guest and the volunteers supporting this celebration.

- **SPONSORSHIP**

- To date we have three sponsors for this year's celebration. They are:
 - North Park Audi
 - Alan's Nature's Way YARDSCAPING
 - Camp Gladiator
- If you are communicating with any of the above sponsors, please take a minute to say "Thanks". We know their support and donations will go a long way towards helping us host a very successful celebration!

- **CONTRIBUTORS**

- Decision on "contributors" is still in progress. Our underlying requirements is that any contributor **MUST HAVE THE PROPER LEVEL OF SUPPORT TO RUN THEIR BOOTH/ TENT / SERVICE. IF SUPPORT IS NOT SUFFICIENT THEN THAT BOOTH/TENT/SERVICE WILL NOT BE AVAILABLE FOR CONSIDERATION AND FINAL APPROVAL.**
- Approved list to date (5/26) is:
 - Flag Raising
 - National Anthem – Davenport High School ROTC
 - Honor Guard – Davenport High School ROTC
 - Chaplain Robert Dennard - Benediction
 - GRC Police & GRCPAAA - Parade
 - GRCPAAA – Food and soda
 - Lions Club – Popcorn
 - Lions Club – Train rides
 - City Hall - Costume Judging : most patriotically dressed child (12 or younger)
 - North Park Audi – 27 Towering Triple Falls Waterslide
 - Camp Gladiator – Obstacle course
 - Correa Realty Group – Ice Cream
 - Chaplain Robert Dennard – Bottled water & free raffle
 - Water Department – Free cold bottled water (numerous locations + mobile)
 - Public Works – Misty & Information Tent
 - Parks Committee: 4-Square (open play) - pending
 - Parks Committee: Basketball 3-point shot (open play)
 - Parks Committee: Baseball running the bases(open play)
 - Parks Committee / Scouts: GaGa Ball Pit (open play)

If you have any suggestions or questions, please reach out directly to one of the Parks Committee Tri-Chairs (Rod Chamberlain, Dr. Jim Miller and/or Linda Potts)

Thank you for your time and continued support.

Your Parks Committee



City of Garden Ridge

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

APPLICATION FOR WATER AND WASTEWATER UTILITY SERVICE

_____ ("Applicant") requests [water and/or wastewater] utility service from City of Garden Ridge ("Utility") to property located inside/outside the Utility's designated wastewater service area. Applicant understands and agrees that retail water and/or wastewater utility service will only be available under the terms and conditions of the City's utility service regulations, Texas Commission on Environmental Quality ("TCEQ") regulations, Texas Water Code, and Texas Health & Safety Code.

The proposed development is designed for [single-family residential, commercial, industrial] use. The property is _____ -acres and located at _____ [project location]. The proposed development will consist of _____ LUEs for water service and _____ LUEs for wastewater service.

By signing and submitting this application for new residential wastewater utility service, Applicant declares that he/she is the owner of the property in question or a developer with legal contractual rights to develop the property. If the Applicant is not the landowner or developer, he/she must have written legal authority to make this application and to bind the landowner/developer to the terms of any resulting service contract. {Attach copy of sworn power of attorney}

The information solicited below shall be the minimum information the Applicant shall be required to initiate a water and wastewater service (if available) to the property in question. Applicant shall also be required to timely provide any additional information required by Utility or its representatives to evaluate the service request, its effects on Utility's existing water and/or wastewater system and customers, and any additional service capacities that might need to be developed to fulfill this request.

Utility is not obligated to provide service until the application has been evaluated and a service agreement has been executed by all necessary parties.

Applicant

Legal Name: _____

Designated Contact: _____

Physical Address: _____

Mailing Address: _____

Telephone: _____ Fax: _____

Email: _____

Landowner (if different)

Legal Name: _____

Designated Contact: _____

Physical Address: _____

Mailing Address: _____

Telephone: _____ Fax: _____

Email: _____

1. Property

Location: _____ (Attach county or key map showing location of property)

Lot Size/Number of acres: _____

Building Size (square footage): _____

Type of Development: _____

Irrigation Meter: Yes _____ No _____

Water Demand (gpm): _____

Fire Flow Requirement (gpm): _____

Water LUE(s): _____

Wastewater Demand (gpd): _____

Wastewater LUE(s): _____

2. Water Requirements

Applicant must submit a detailed plan of entire property showing all buildings. If present, clearly delineated driveways, sidewalks, fences, main electrical panel, septic tank, drain field, gravity drain from house, gray water lines, grease traps, gas meter, irrigation system, and water meter.

Land Use assumptions for the Service Area were prepared to determine the number of Living Unit Equivalents (LUEs). A particular number of LUEs are assigned based on the type of development for each lot. One (1) LUE is defined as the average flow that would be produced by a single-family residence. An average water flow per LUE of 565 gallons per day was used to size the proposed water improvements.

Water LUEs can be calculated based on the following meter sizes:

Water Meter Size	Water LUEs
5/8"	1 (D)
3/4"	1.5 (D)
1"	2.5 (D)
1-1/2"	5 (D)
2"	8 (D)
3"	15 (D) or 18 (T)
4"	25 (D) or 30 (T)
6"	50 (D) or 60 (T)
8"	90 (T)

(D) Displacement Meter

(T) Turbine Meter

The property will connect to the existing water main along _____
[connect point]. The Developer will construct approximately _____-LF of _____
[diameter] inch main, from the property and connect to the existing _____ [diameter] inch main
at _____ [pipe location]. The Developer may connect
a maximum of _____ LUEs to the system for water service.

3. Wastewater Requirements

Applicant must submit a detailed plan of entire property showing all buildings. If present, clearly delineated driveways, sidewalks, fences, main electrical panel, septic tank, drain field, gravity drain from building, gray water lines, grease traps, gas meter, irrigation system, and water meter.

Land Use assumptions for the Service Area were prepared to determine the number of Living Unit Equivalents (LUEs). A particular number of LUEs are assigned based on the type of development for each lot. One (1) LUE is defined as the average flow that would be produced by a single-family residence. An average wastewater flow per LUE of 245 gallons per day was used to size the proposed wastewater improvements.

Wastewater LUEs can be calculated based on the following parameters:

Development	Wastewater LUE
5/8" Water Meter	1
3/4" Water Meter	1
Duplex with single 5/8" meter per side	1
Office	1 per 3000 sq-ft
Office Warehouse	1 per 4000 sq-ft
Retail; Shopping Center	1 per 1660 sq-ft
Restaurant	1 per 200 sq-ft
Church	1 per 70-Seats
High/Middle School	1 per 13 Students
Elementary	1 per 15 Students

The property will connect to the existing wastewater main along _____ [connect point]. The Developer will construct approximately _____ -LF of _____ [diameter] inch force main, from the property and connect to the existing _____ [diameter] inch force main at _____ [pipe location]. The Developer may connect a maximum of _____ LUEs to the system for wastewater service.

The landowner is required to install a grinder pump in order to connect to the wastewater system. The landowner is responsible for all costs associated with the grinder pump installation. This agreement will set the design requirements and specify the type and size of the grinder pump system required to serve the property.

4. Impact Fees

The Developer shall pay any applicable impact fees associated with the proposed development. The City of Garden Ridge Impact Fees are as follows:

City of Garden Ridge Impact Fees			
	Number of LUEs	Impact Fee Per LUE	Impact Fee Total
Water		4,581	
Wastewater		5,689	
Total Impact Fee			

5. Customer Water Rights

The Developer must provide transferable water rights or accessible water rights or sources for use by the City of Garden Ridge, Texas, to ensure ample water supply necessary to support the planned development. Such source must meet or exceed all standards, requirements, and specifications applicable to a water source used by an approved public water supply pursuant to Texas law and regulations.

6. Developer's Financial Responsibility

The Developer shall be responsible for any cost associated with connecting to the City of Garden Ridge water and wastewater system. Below is the estimated cost for connecting to the water and wastewater system:

Developer's Financial Responsibility	
Description	Cost
Water Impact Fee	
Wastewater Impact Fee	
Grinder Pump	
Total Cost	

The developer must pay any costs associated with connecting to the system prior to securing water and wastewater services from the City of Garden Ridge.

7. Timetable

Applicant must provide a statement of current needs and a project (including dates) of future needs.

Commencement of construction on the property: _____

Date water/wastewater service is requested: _____

Type and Quantity of this initial service: _____

Date domestic water/wastewater service requested to begin: _____

The undersigned hereby agrees to abide by all the provisions of the City's Ordinances governing water and/or wastewater services. I understand that the estimated amounts contained herein are subject to change based on any changes in the development plan.

Applicant: _____ **Date of Submission to Utility:** _____

Application Received by Utility: _____ **Date of Receipt:** _____

Application Fees: _____ **Date of Submission to Utility:** _____

CITY OF GARDEN RIDGE
WATER and WASTEWATER SYSTEM CONNECTION ESTIMATE

Application Date:	
Service Address:	
ACCOUNT SETUP FEES (DEPOSIT)	COST
APPLICATION FEE	\$100

WATER SERVICE FEES

Water LUE (average)	565			gallons per day
ITEM	COST PER UNIT			
City of Garden Ridge Impact Fees vary based on meter size.	Meter Size	LUE Ratio	Number of Meters	Charge per Meter
Meter Size	5/8"	1		
Meter Size	3/4"	1.5		
Meter Size	1"	2.5		
Meter Size	1.5"	5		
Meter Size (Capacity 80 GPM)	2"	8		
Meter Size	3"	15(D)/18(T)		
Meter Size	4"	25(D)/30(T)		
Meter Size	6"	50(D)/60(T)		
Meter Size	8"	90(T)		
TOTAL CAPITAL RECOVERY FEES				
Note: (D) - Displacement Meter and (T) - Turbine Meter				

WATER IMPACT FEES	COST PER LUE	NUMBER OF LUEs	FEES
City of Garden Ridge (Per LUE)*	\$4,581		
TOTAL ACCOUNT SETUP FEES (DEPOSIT)			
*Note: the Developer must provide transferable water rights for use by the City of Garden Ridge			

CITY OF GARDEN RIDGE
WATER and WASTEWATER SYSTEM CONNECTION ESTIMATE

WASTEWATER SERVICE FEES			
Wastewater LUE (average)	245	gallons per day	
ITEM	COST PER UNIT		
City of Garden Ridge Impact Fees vary based on meter size and size of facility.	LUE Ratio	Number of Meters/Facility	Charge per Meter
	5/8" Water Meter	1	
	3/4" Water Meter	1	
	Duplex with single 5/8/" meter per side	1	
	Office	1 per 3000 sq-ft	
	Office Warehouse	1 per 4000 sq-ft	
	Retail; Shopping Center	1 per 1660 sq-ft	
	Restaurant	1 per 200 sq-ft	
	Church	1 per 70-Seats	
	High/Middle School	1 per 13 Students	
	Elementary	1 per 15 Students	
	TOTAL CAPITAL RECOVERY FEES		

GRINDER PUMP INSTALLATION FEE	COST	NUMBER OF GRINDER PUMPS	FEES
Wastewater Plan Review Fee	NA		\$300
Simplex (One Pump)	\$9,000		
Duplex (Two Pumps)	\$17,000		
Quadplex (Four pumps)	\$29,000		
Standard plumbing, force main and electrical fee			
Additional non-standard installation fees Description:	Varies		
TOTAL GRINDER PUMP FEES			

WASTEWATER IMPACT FEES	COST PER LUE	NUMBER OF LUES	FEES
City of Garden Ridge (Per LUE)	\$5,689		
CCMA (Per LUE)	\$1,800		

TOTAL DEVELOPER FEES	
-----------------------------	--

WATER, WASTEWATER, AND GRINDER PUMP SERVICE AND INTALLATION FEE SUMMARY	FEES
TOTAL CAPITAL RECOVERY FEES	
TOTAL ACCOUNT SETUP FEES (DEPOSIT)	
TOTAL GRINDER PUMP FEES	
TOTAL DEVELOPER FEES	
SUBTOTAL OF FEES	
LESS PREPAID/DEPOSIT FEES	
TOTAL DUE 30 DAYS PRIOR TO INSTALLATION	

RESOLUTION NO. 473-062021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN RIDGE, TEXAS, AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE STATE INFRASTRUCTURE BANK AND AUTHORIZING THE CITY ADMINISTRATOR TO ACT ON BEHALF OF THE CITY OF GARDEN RIDGE, TEXAS, IN ALL MATTERS RELATING TO THE APPLICATION.

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, the City of Garden Ridge (the “City”) deems it proper and in the best interest of the City to apply for a loan from the State Infrastructure Bank in the amount of \$620,000 to be used for the relocation of utility lines in connection with a Texas Department of Transportation project to widen FM 2252, in the City of Garden Ridge, Comal County, Texas; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose.

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

SECTION 1. The City Council believes that it is in the best interest of the City to apply for a loan from the State Infrastructure Bank in the amount of \$620,000 to finance the relocation of utility lines in connection with a Texas Department of Transportation project to widen FM 2252, in the City of Garden Ridge, Comal County, Texas.

SECTION 2. The City Council hereby authorizes Nancy Cain, City Administrator, to execute an application for financial assistance from the State Infrastructure Bank and to submit the application, together with all required documentation, to the Texas Department of Transportation for consideration.

SECTION 3. The application to be submitted is attached hereto as Exhibit “A” and made a part hereof for all purposes.

SECTION 4. The City Administrator, or her designee, is hereby further authorized to make any required assurances to the Texas Department of Transportation in accordance with its rules, regulations, and policies concerning the application.

SECTION 5. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are made a part of this Resolution for all purposes.

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

PASSED AND APPROVED ON this 2nd day of June, 2021.

ATTEST:

Robb Erickson
Mayor

Marisa Spencer
City Secretary



STATE INFRASTRUCTURE BANK (SIB) LOAN APPLICATION

Form 1960
(Rev. 3/21)
Page 1 of 3

SECTION I - Applicant Information

Applicant Name: City of Garden Ridge, Texas Application Type: FCFS – TxDOT Project < \$10M
Primary Contact: Nancy Cain Taxpayer FEIN: 74-238-2987
Contact's Title: City Administrator Email Address: administrator@ci.garden-ridge.tx.us
Street Address: 9400 Municipal Parkway Phone Number: 210-651-6632
City: Garden Ridge, TX County: Comal
Zip: 78266 Urbanized Area: Urbanized Area

TxDOT District: SAT - 15 - San Antonio

TxDOT District Engineer: Gina Gallegos Phone Number: 210-615-1110

TxDOT District Contact Name: Gina Gallegos Phone Number: 210-615-1110

Financial Advisor Information, if applicable:

Name: Robert Henderson Phone: 210-240-4614
Address: 303 Pearl Parkway, Suite 220, San Antonio, TX 78215 Email: robert.henderson@rbccm.com

Bond Counsel Information, if applicable:

Name: David Mendez Phone: 512-472-8021
Address: 816 Congress Ave, Ste 1700, Austin, TX 78701 Email: DMendez@bickerstaff.com

SECTION II - Financial Information

Requested amount of financial assistance: \$620k

Requested terms: (including interest rate, number of years, etc.)
1%, 15 years, level debt service

Preferred debt service payment date(s):
☒ Yes: February 15/August 15 interest ☐ No

Preferred disbursement date(s):
As soon as possible

Breakdown of use of funds (must equal application amount):

Use	Amount
Utility Relocation	\$345,500.00
Engineering	\$77,800.00
Bonding, Mobilization, Insurance, barricades, signs, traffic handling	\$58,900.00
Environmental Protection	\$10,400.00
Legal Fees	\$10,000.00
Financial Advisory Fees	\$13,000.00
Contingency	\$104,400.00
Total	\$620,000.00

Proposed pledge of source of repayment and priority claim to those sources:

Utility System Net Revenues; Senior Lien

List any other existing debt payable from the same revenue source (Please attach documentation.)

None

Current credit rating(s), if applicable:

AA- from Standard & Poor's

Provide the applicant's legal authority to incur the proposed debt and the borrower's proposed pledge of source of repayment:

TX Government Code Chapter 1502; ss:1502.002. Section 1502.051, 1502.052 and Texas Transportation Code 22.0745; attached

SECTION III - Project Information

Brief Description of the Project:

Relocation of utility water lines currently lying in TXDOT right of way

Total Cost of Entire Project: (i.e. right of way, construction, utilities, etc.)

CSJ Number(s):

1433-02-044

Is the project in the Statewide Transportation Improvement Program (STIP)?

If no, when will it be added or provide justification for not adding

☒ Yes ☐ No

Is the project environmentally cleared?

☒ Yes ☐ No Anticipated Clearance Date: May 16, 2019

Functional Classification: Minor Arterial

Is the requested financial assistance a local match? If yes, is it required or voluntary?

☒ Yes: Required ☐ No

Is the project joint bid?

☐ Yes ☒ No

Describe need and anticipated public benefits of the project:

TXDot required for widening of road to benefit public

What type of construction contract will be used on the project (DB, DBB, etc.)?

DBB

Additional Information (Attach additional pages if needed):

Please note that the budget and audits can be found on the City's Website.

SECTION IV - Required Documentation

Does entity have home rule charter? If Yes, please submit a copy of the charter, or provide link if a charter is posted online.

☐ Yes ☒ No

List of all other outstanding financial agreements with TX DOT, for example toll equity, SIB loans, pass-through tolls, etc.
(Please attach documentation)

None

Please submit the following documents with your application, if applicable.

- ☐ Copy of Advanced Funding Agreement, Utility Relocation or other agreement with TxDOT, if applicable
- ☒ Bond rating letters from Moody's, Standard & Poor's, or Fitch, if any.
- ☒ [Resolution](#) from governing board authorizing the application.
- ☒ [Financial feasibility study](#).
- ☐ 5 years of audited financial statements related to the source of repayment.
- ☐ Copy of the most recent budget.
- ☐ Preliminary design study which includes:
 - ♦ An initial route and potential alignments.
 - ♦ The project's logical termini and independent utility.
 - ♦ The location of all right-of-way, facilities and equipment required to make the project functional.
 - ♦ Revisions or changes to state highway system facilities necessitated by the project.
 - ♦ An Environmental Review of the project if available.
 - ♦ Legal or letter size map of the project.

All application information and materials can be submitted electronically to TexasSIB@txdot.gov or by mail to:

TxDOT Project Finance, Debt, and Strategic Contracts Division
State Infrastructure Bank (SIB)
125 East 11th St.
Austin, TX 78701-2483

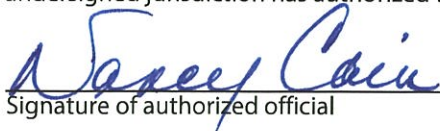
Section V - Acknowledgment and Certification

I certify that:

I have the authority to request and incur the debt described in this application, and upon award, will enter into contract for repayment of any financial assistance granted by the Texas Department of Transportation's State Infrastructure Bank (SIB).

I have completed the preliminary requirements, and will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge, all information contained in this application is valid and accurate and the governing body of the undersigned jurisdiction has authorized the submission of this application.


Signature of authorized official

May 20, 2021

Date

Nancy Cain
Printed Name

City Administrator
Title, Jurisdiction

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Vernon's Texas Statutes and Codes Annotated

Transportation Code (Refs & Annos)

Title 6. Roadways

Subtitle B. State Highway System

Chapter 222. Funding and Federal Aid

Subchapter D. State Infrastructure Bank

V.T.C.A., Transportation Code § 222.0745

§ 222.0745. Incurrence of Debt by Public Entity

Effective: April 9, 2001

Currentness

(a) A public entity in this state, including a municipality, county, district, authority, agency, department, board, or commission, that is authorized by law to construct, maintain, or finance a qualified project may borrow money from the bank, including by direct loan, based on the credit of the public entity.

(b) Money borrowed under this section must be segregated from other funds under the control of the public entity and may only be used for purposes related to a qualified project.

(c) The authority granted by this section does not affect the ability of a public entity to incur debt using other statutorily authorized methods.

Credits

Added by Acts 2001, 77th Leg., ch. 4, § 1, eff. April 9, 2001.

V. T. C. A., Transportation Code § 222.0745, TX TRANSP § 222.0745

Current through legislation effective May 13, 2021, of the 2021 Regular Session of the 87th Legislature. Some statute sections may be more current, but not necessarily complete through the whole Session. See credits for details.

End of Document

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Vernon's Texas Statutes and Codes Annotated

Government Code (Refs & Annos)

Title 9. Public Securities (Refs & Annos)

Subtitle J. Specific Authority for Municipalities to Issue Securities

Chapter 1502. Public Securities for Municipal Utilities, Parks, or Pools (Refs & Annos)

Subchapter A. General Provisions (Refs & Annos)

V.T.C.A., Government Code § 1502.002

§ 1502.002. General Authority for Utility Systems, Parks, and Pools

Effective: June 14, 2013

Currentness

(a) A municipality may acquire, purchase, construct, improve, enlarge, equip, operate, or maintain any property, including channels or bodies of water known as resacas, interests in property, buildings, structures, activities, services, operations, or other facilities, with respect to:

(1) a utility system;

(2) a park; or

(3) a swimming pool.

(b) The governing body of a municipality may authorize the execution and delivery of contracts between the municipality and any person to accomplish any purpose described by Subsection (a).

Credits

Added by Acts 1999, 76th Leg., ch. 1064, § 22, eff. Sept. 1, 1999. Amended by Acts 2013, 83rd Leg., ch. 341 (H.B. 2105), § 1, eff. June 14, 2013.

V. T. C. A., Government Code § 1502.002, TX GOVT § 1502.002

Current through legislation effective May 13, 2021, of the 2021 Regular Session of the 87th Legislature. Some statute sections may be more current, but not necessarily complete through the whole Session. See credits for details.

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Vernon's Texas Statutes and Codes Annotated

Government Code (Refs & Annos)

Title 9. Public Securities (Refs & Annos)

Subtitle J. Specific Authority for Municipalities to Issue Securities

Chapter 1502. Public Securities for Municipal Utilities, Parks, or Pools (Refs & Annos)

Subchapter B. Public Securities for Utility Systems, Parks, or Pools (Refs & Annos)

V.T.C.A., Government Code § 1502.051

§ 1502.051. Authority to Issue Public Securities

Currentness

(a) The governing body of a municipality may provide funds to acquire, purchase, construct, improve, renovate, enlarge, or equip property, buildings, structures, facilities, or related infrastructure for:

(1) a utility system;

(2) a park; or

(3) a swimming pool.

(b) In connection with exercising the authority to provide funds for the purposes described by Subsection (a)(1), the governing body of a municipality may provide funds to acquire, purchase, or otherwise obtain any interest in property, including additional water or riparian rights.

(c) The governing body of a municipality may issue public securities and incur obligations under contracts in accordance with this chapter for any purpose authorized by law in connection with providing funds for a purpose described by Subsection (a) or (b)

Credits

Added by Acts 1999, 76th Leg., ch. 227, § 1, eff. Sept. 1, 1999. Amended by Acts 1999, 76th Leg., ch. 1064, § 22, eff. Sept. 1, 1999.

Editors' Notes

REVISOR'S NOTE

2000 Main Volume

The definitions of "encumbered facility" and "utility system" are added to the revised law for drafting convenience and to eliminate frequent, unnecessary repetition of the substance of the definitions.

Notes of Decisions (98)

V. T. C. A., Government Code § 1502.051, TX GOVT § 1502.051

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Vernon's Texas Statutes and Codes Annotated

Government Code (Refs & Annos)

Title 9. Public Securities (Refs & Annos)

Subtitle J. Specific Authority for Municipalities to Issue Securities

Chapter 1502. Public Securities for Municipal Utilities, Parks, or Pools (Refs & Annos)

Subchapter B. Public Securities for Utility Systems, Parks, or Pools (Refs & Annos)

V.T.C.A., Government Code § 1502.052

§ 1502.052. Pledge of Revenue

Currentness

(a) The governing body of a municipality may pledge to the payment of any public securities issued or any obligations incurred under [Section 1502.051\(c\)](#) all or any part of the revenue of:

(1) a utility system;

(2) a park; or

(3) a swimming pool.

(b) The governing body of a municipality may grant a lien on the revenue pledged under Subsection (a). The lien has the priority determined by the governing body, subject to the provisions of [Section 1502.056](#).

Credits

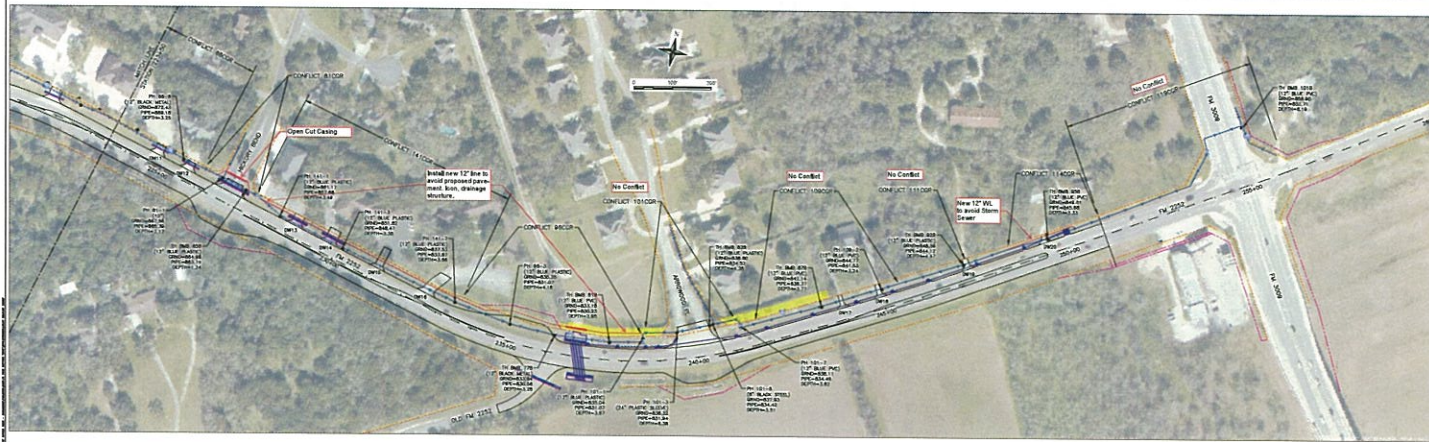
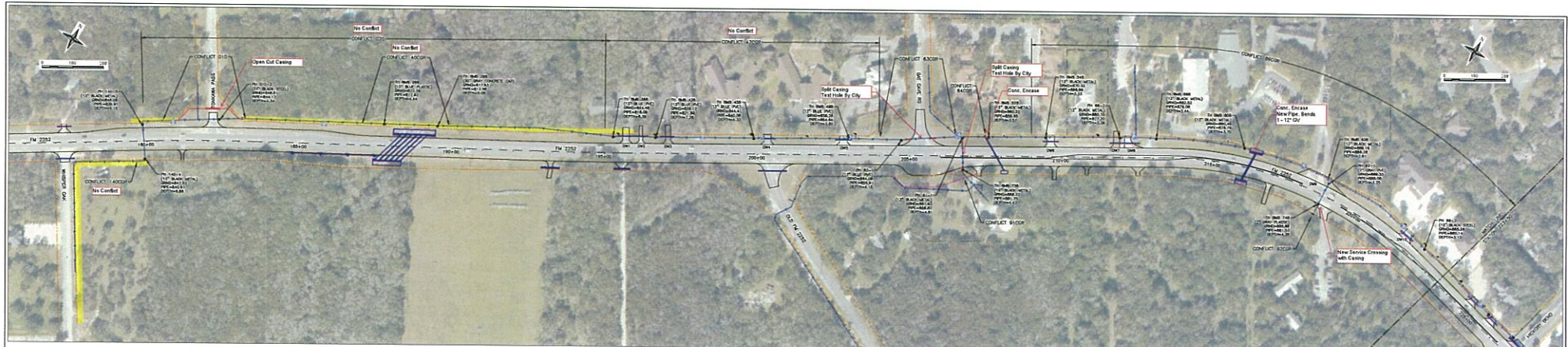
Added by [Acts 1999, 76th Leg., ch. 227, § 1, eff. Sept. 1, 1999](#). Renumbered from [V.T.C.A., Government Code § 1502.054](#) and amended by [Acts 1999, 76th Leg., ch. 1064, § 22, eff. Sept. 1, 1999](#).

V. T. C. A., Government Code § 1502.052, TX GOVT § 1502.052

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- EXPLANATION**
- EXISTING 12\"/>

NOTE:
 1. ROUTE AND UTILITY LOCATIONS ARE BASED UPON DATA PROVIDED BY TxDOT. DATA WAS SPATIALY REFERENCED TO THE 2011 DATUM. THE SCALE FACTOR IS 1.000111 AND THE ELEVATION OFFSET IS 0.000111 FEET.

Tribhydro CORPORATION 10720 Commerce Blvd. Suite 100 Houston, TX 77036 (281) 415-1000 www.tribhydro.com	FIGURE 1 UTILITY CONFLICT EXHIBIT FM 2252 UTILITY RELOCATION CITY OF GARDEN RIDGE COMAL COUNTY, TX	
	Drawn By: CJB	Checked By: RM
	Scale: 1" = 100'	Date: 08/10/20
	Project: 10720 Commerce Blvd. Suite 100, Houston, TX 77036 Project: 10720 Commerce Blvd. Suite 100, Houston, TX 77036 Project: 10720 Commerce Blvd. Suite 100, Houston, TX 77036	

CITY OF GARDEN RIDGE

DATE:

1/28/2021

FM 2252 WATER LINE CONFLICT RESOLUTION

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COSTS

CONFLICT NUMBER	STATION	CONFLICT DESCRIPTION	CONFLICT COST
101	180+75 - 183+25	Existing 12" water line does not have minimum cover under proposed ditch on either side of Tonkawa Pass. Install 273 LF new 12" water line with bends and open-cut casing. Reconnect to existing 12" water line along Tonkawa Pass.	\$ 63,120.00
63CGR	204+50 - 206+00	Add 24" split casing to either side of Bat Cave Road to extend 10' beyond proposed edge of pavement.	\$ 2,850.00
91CGR	206+00 - 207+00	Add 24" split casing to either side of FM 2252 to extend 10' beyond proposed edge of pavement.	\$ 5,050.00
64CGR	207+50	Install concrete encasement around existing water line under drainage structure for protection.	\$ 2,260.00
66CGR-DS	216+00 - 216+50	Install 90 LF new 12" pipe and bends to lower water line under proposed drainage structure. Install concrete encasement to protect pipe under proposed drainage structure. Install temporary water service and gate valve on west side of drainage structure crossing.	\$ 39,770.00
92CGR	218+75	Install 123 LF new 2" service line in 4" casing with a bore under FM 2252.	\$ 6,250.00
81CGR	226+25 - 227+50	Existing water line does not have minimum cover under Hickory Bend. Install 132 LF new 12" water line with bends and open-cut casing. Reconnect to existing 8" water line along Hickory Bend.	\$ 47,480.00
141CGR & 96CGR	227+50 - 238+75	Existing water line is too close to proposed edge of pavement from STA 228+00 to STA 232+00. Existing water line is also under proposed loon pavement (STA 234+00 to 236+00) and in conflict with proposed drainage structure and ditch (STA 236+00 to 238+75). Install new 12" water line on north side of proposed driveway drainage culverts, extend to new water line around loon pavement, bore under the existing drainage structure, and extend to existing water line in utility easement of Arrowood Place. 1,072 LF of new 12" water line total.	\$ 149,460.00
114CGR	248+50 - 250+50	Existing water line conflicts with proposed storm sewer. Install 200 LF new 12" water line and bends to avoid storm sewer and tie back into existing water line near STA 250+50.	\$ 29,220.00
TOTAL CONSTRUCTION ITEMS			\$ 345,500.00
BONDING, MOBILIZATION, AND INSURANCE			15% \$ 51,900.00
BARRICADES, SIGNS, AND TRAFFIC HANDLING			2% \$ 7,000.00
ENVIRONMENTAL PROTECTION/SWPPP			3% \$ 10,400.00
CONTINGENCIES			25% \$ 103,700.00
ENGINEERING			15% \$ 77,800.00
TOTAL CONSTRUCTION COSTS			\$ 597,000.00

October 4, 2017

Revised

City of Garden Ridge
9400 Municipal Parkway
Garden Ridge, TX 78266
Attention: Ms. Nancy Cain, City Administrator

Re: *US\$2,620,000 City of Garden Ridge, Texas, General Obligation Refunding Bonds, Series 2017, dated: Date of delivery, due: February 15, 2030*

Dear Ms. Cain:

Pursuant to your request for an S&P Global Ratings rating on the above-referenced obligations, S&P Global Ratings has assigned a rating of "AA-". S&P Global Ratings views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

This letter constitutes S&P Global Ratings' permission for you to disseminate the above-assigned ratings to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements) will become effective only after we have released the rating on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable.

To maintain the rating, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the rating and the continued flow of material information as part of the surveillance process. Please send all information via electronic delivery to: pubfin_statelocalgovt@spglobal.com. If SEC rule 17g-5 is applicable, you may post such information on the appropriate website. For any information not available in electronic format or posted on the applicable website,

Please send hard copies to:
S&P Global Ratings
Public Finance Department
55 Water Street
New York, NY 10041-0003

The rating is subject to the Terms and Conditions, if any, attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the rating is subject to the attached Terms and Conditions. The applicable Terms and

Conditions are incorporated herein by reference.

S&P Global Ratings is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at www.standardandpoors.com. If you have any questions, please contact us. Thank you for choosing S&P Global Ratings.

Sincerely yours,

S&P Global Ratings
a division of Standard & Poor's Financial Services LLC

ae
enclosures

cc: ***Mr. J. Rafael Martinez, Vice President***
RBC Capital Markets, LLC

S&P Global Ratings **Terms and Conditions Applicable To Public Finance Credit Ratings**

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All Credit Rating Actions in S&P Global Ratings' Sole Discretion. S&P Global Ratings may assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook, at any time, in S&P Global Ratings' sole discretion. S&P Global Ratings may take any of the foregoing actions notwithstanding any request for a confidential or private credit rating or a withdrawal of a credit rating, or termination of a credit rating engagement. S&P Global Ratings will not convert a public credit rating to a confidential or private credit rating, or a private credit rating to a confidential credit rating.

Publication. S&P Global Ratings reserves the right to use, publish, disseminate, or license others to use, publish or disseminate a credit rating and any related analytical reports, including the rationale for the credit rating, unless the issuer specifically requests in connection with the initial credit rating that the credit rating be assigned and maintained on a confidential or private basis. If, however, a confidential or private credit rating or the existence of a confidential or private credit rating subsequently becomes public through disclosure other than by an act of S&P Global Ratings or its affiliates, S&P Global Ratings reserves the right to treat the credit rating as a public credit rating, including, without limitation, publishing the credit rating and any related analytical reports. Any analytical reports published by S&P Global Ratings are not issued by or on behalf of the issuer or at the issuer's request. S&P Global Ratings reserves the right to use, publish, disseminate or license others to use, publish or disseminate analytical reports with respect to public credit ratings that have been withdrawn, regardless of the reason for such withdrawal. S&P Global Ratings may publish explanations of S&P Global Ratings' credit ratings criteria from time to time and S&P Global Ratings may modify or refine its credit ratings criteria at any time as S&P Global Ratings deems appropriate.

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No Third Party Beneficiaries. Nothing in any credit rating engagement, or a credit rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of a credit rating. No person is intended as a third party beneficiary of any credit rating engagement or of a credit rating when issued.

RatingsDirect®

Summary:

Garden Ridge, Texas; General Obligation

Primary Credit Analyst:

Daniel P Pulter, Centennial (1) 303-721-4646; Daniel.Pulter@spglobal.com

Secondary Contact:

Andy Hobbs, Dallas (972) 367-3345; Andy.Hobbs@spglobal.com

Table Of Contents

Rationale

Outlook

Related Research

Summary:

Garden Ridge, Texas; General Obligation

Credit Profile

US\$2,565 mil GO rfdg bnds ser 2017 due 02/15/2030

Long Term Rating

AA-/Stable

New

Rationale

S&P Global Ratings has assigned its 'AA-' long-term rating to Garden Ridge, Texas' series 2017 general obligation (GO) refunding bonds. At the same time, S&P Global Ratings affirmed its 'AA-' underlying rating (SPUR) on the city's GO debt outstanding.

An ad valorem tax, levied on all taxable property in the city, within the limits prescribed by state law, secures the series 2017 bonds. The state limits the maximum ad valorem tax rate for Type A general law cities to \$1.50 per \$100 of taxable assessed value (AV) for all purposes -- \$1.00 of which can be used for debt service. Garden Ridge's levy of 32 cents per \$100 of AV -- 11 cents of which is dedicated to debt service -- is well below the maximum. Given this revenue-raising flexibility, we do not apply notching based on the limited nature of the pledge and we believe the city possesses the financial stability and flexibility to sustain identical ratings on its unlimited- and limited-tax GO bonds. Bond proceeds will be used to fully refund the city's series 2009 certificates of obligation.

Garden Ridge's series 2012 and 2015 combination tax and revenue certificates of obligation are payable from an ad valorem tax as well as from a subordinate lien on and pledge of certain net revenues--not to exceed \$1,000--derived from the operation of the city's water utility system. However, our rating is based on the city's GO pledge, which we view as the stronger pledge.

The 'AA-' rating reflects our assessment of the following factors:

- Very strong economy, with access to a broad and diverse Metropolitan Statistical Area (MSA);
- Adequate management, with "standard" financial policies and practices under our Financial Management Assessment methodology;
- Strong budgetary performance, with operating surpluses in the general fund and at the total governmental fund level in fiscal 2016;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2016 of 73% of operating expenditures;
- Very strong liquidity, with total government available cash at 3.3x total governmental fund expenditures and 11.5x governmental debt service, and access to external liquidity we consider strong;
- Very weak debt and contingent liability profile, with debt service carrying charges at 29.0% of expenditures and net direct debt that is 288.1% of total governmental fund revenue; and
- Strong institutional framework score.

Very strong economy

We consider Garden Ridge's economy very strong. The city, with an estimated population of 3,850, is located in Comal

County in the San Antonio-New Braunfels, TX MSA, which we consider to be broad and diverse. The city has a projected per capita effective buying income of 192% of the national level and per capita market value of \$180,360. Overall, the city's market value grew by 2.3% over the past year to \$694.4 million in 2018. The county unemployment rate was 3.6% in 2016.

Garden Ridge is located between the cities of San Antonio and New Braunfels, approximately 16 miles northeast of San Antonio along Interstate 35. It is predominately an affluent residential community; the local economy benefits from inclusion in the San Antonio-New Braunfels MSA, and consists of a handful of small businesses, as most residents are employed in the greater metropolitan area. While commercial development has remained limited in recent years, residential development continues to be a strong driver of growth in the city's tax base, and management expects this trend to continue. Officials report that home construction is ongoing in a new subdivision, and anticipate that the addition of a new high school in the surrounding area will similarly contribute to residential growth. Furthermore, management intends to expand the city's commercial tax base through its master land use plan, and is seeking to stimulate deliberate, measured development along its highway corridor over the next two years, for which future debt issuances are tentatively planned.

Adequate management

We view the city's management as adequate, with "standard" financial policies and practices under our Financial Management Assessment methodology, indicating the finance department maintains adequate policies in some but not all key areas.

Garden Ridge management uses two years of historical data and consults with outside sources to generate the revenue-and-expenditure assumptions used in the budget process. Budget-to-actual results are presented to the council monthly, and amendments to the budget are possible as needed pending council approval. The city adheres to a formal policy for its investments, and provides the council with quarterly updates on returns and holdings. Furthermore, it follows an informal reserve policy, requiring the maintenance of a fund balance at a minimum reserve level equal to six months (50%) of expenditures. While the city has previously conducted multiyear capital planning for its wastewater and transportation infrastructure projects, it currently performs no formal long-term capital planning for general city capital needs. Additionally, the city performs no formal long-term financial planning, and maintains no formal debt management policy.

Strong budgetary performance

Garden Ridge's budgetary performance is strong in our opinion. The city had operating surpluses of 9.0% of expenditures in the general fund and of 2.1% across all governmental funds in fiscal 2016. Our assessment accounts for the fact that we expect budgetary results could deteriorate somewhat from 2016 results in the near term.

In assessing the city's budgetary performance, we adjusted for expenditures toward one-time projects from the capital projects fund.

While the city has experienced some volatility in its budgetary performance in the past, conservative practices have contributed to a strengthening and stabilization of performance over the two most recent fiscal years. In fiscal 2016, the general fund and total governmental funds surpluses partially resulted from the postponement of projects, and unfilled public safety positions on the city payroll. Property taxes accounted for 50% of general fund revenue

throughout the year, with franchise fees (19%) and sales taxes (9%) representing the next largest revenue sources -- all of which have experienced steady growth over the past three fiscal years.

For fiscal 2017, management reported that revenues and expenditures trended in line with expectations, and is again expecting to finish with a small surplus in the general fund. Although this represents a slight deterioration from the very strong fiscal 2016 result, we expect budgetary performance to remain strong in the near term. A balanced budget was adopted for fiscal 2018, and no significant budgetary pressures or issues were identified that could adversely affect performance.

Very strong budgetary flexibility

Garden Ridge's budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2016 of 73% of operating expenditures, or \$1.7 million. We expect the available fund balance to remain above 30% of expenditures for the current and next fiscal years, which we view as a positive credit factor.

Garden Ridge has historically maintained very strong reserve levels, exceeding 58% of operating expenditures in the most recent three fiscal years, growing in each and providing flexibility over its informal reserve policy of 50%. Management added approximately \$195,000 to fund balance following fiscal 2016, and reports no plans to significantly spend down reserves in the next two years; rather, it projects to build from this level. In light of this, and management's ability to budget conservatively and produce surpluses, we expect budgetary flexibility to remain very strong in the near future.

Very strong liquidity

In our opinion, Garden Ridge's liquidity is very strong, with total government available cash at 3.3x total governmental fund expenditures and 11.5x governmental debt service in 2016. In our view, the city has strong access to external liquidity if necessary.

Garden Ridge's strong access to external liquidity is demonstrated by its access to the market over the past three decades, hallmarked by numerous GO-backed bond issuances. It has historically maintained what we consider very strong cash balances, and given our expectation for balanced operations, we do not believe its cash position will materially weaken in the near term. All of the city's investments comply with both Texas statutes and its formal internal policy, and were held entirely in local government investment pools at the end of fiscal 2016. In addition, Garden Ridge has no exposure to contingent liabilities that could pose a liquidity risk.

Very weak debt and contingent liability profile

In our view, Garden Ridge's debt and contingent liability profile is very weak. Total governmental fund debt service is 29.0% of total governmental fund expenditures, and net direct debt is 288.1% of total governmental fund revenue.

Following the issuance of the series 2017 refunding bonds, Garden Ridge management tentatively plans to issue \$4.5 million of additional debt within the next 24 months for water and sewer extensions and improvements. The city will amortize 61.7% of its direct debt over the next 10 years.

Garden Ridge's pension contributions totaled 2.2% of total governmental fund expenditures in 2016. The city made 150% of its annual required pension contribution in 2016.

The city participates in the Texas Municipal Retirement System (TMRS), which is administered by the state. Garden Ridge's required pension contribution is its actuarially determined contribution, which is calculated at the state level. Using updated reporting standards in accordance with Governmental Accounting Standards Board (GASB) Statement No. 68, the city's net pension liability (as of Dec. 31, 2015) was \$499,428. The TMRS plan maintained a funded level of 78.5%, calculated as the plan's fiduciary net position as a percent of the total pension liability. For additional details on GASB 67 and 68, see our report "Incorporating GASB 67 And 68: Evaluating Pension/OPEB Obligations Under Standard & Poor's U.S. Local Government GO Criteria," published on RatingsDirect. The city does not provide any other postemployment benefits.

Strong institutional framework

The institutional framework score for Texas municipalities is strong.

Outlook

The stable outlook reflects our expectation that Garden Ridge will continue to benefit from inclusion in the broad and diverse San Antonio-New Braunfels MSA, while maintaining strong financial performance, very strong reserves and liquidity, and very weak debt profile. We do not expect the rating to change within the two-year outlook horizon.

Upside scenario

We could raise the rating if the city's financial performance continues to demonstrate strong and stable results, if management were to further formalize certain financial policies, or if the debt profile were to improve to levels we consider adequate.

Downside scenario

While we consider it unlikely, we could lower the rating if financial performance deteriorates, leading to sustained and significant drawdowns in reserves.

Related Research

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Incorporating GASB 67 And 68: Evaluating Pension/OPEB Obligations Under Standard & Poor's U.S. Local Government GO Criteria, Sept. 2, 2015
- 2016 Update Of Institutional Framework For U.S. Local Governments

Ratings Detail (As Of October 4, 2017)

Garden Ridge GO (ASSURED GTY)		
<i>Unenhanced Rating</i>	AA-(SPUR)/Stable	Affirmed
Garden Ridge comb tax and rev certs of oblig		
<i>Long Term Rating</i>	AA-/Stable	Affirmed
Garden Ridge GO rfdg bnds		
<i>Long Term Rating</i>	AA-/Stable	Affirmed
Many issues are enhanced by bond insurance.		

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.globalcreditportal.com. All ratings affected by this rating action can be found on the S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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SOURCES AND USES OF FUNDS

Garden Ridge, City of (General Obligation Debt)
2021 Utility Run

Dated Date 08/15/2021
Delivery Date 08/15/2021

Sources:

Bond Proceeds:	
Par Amount	620,000.00

	620,000.00
--	------------

Uses:

Project Fund Deposits:	
Project Fund	620,000.00

	620,000.00
--	------------

BOND SUMMARY STATISTICS

Garden Ridge, City of (General Obligation Debt) 2021 Utility Run

Dated Date	08/15/2021
Delivery Date	08/15/2021
First Coupon	02/15/2022
Last Maturity	02/15/2036
Arbitrage Yield	1.360000%
True Interest Cost (TIC)	1.360000%
Net Interest Cost (NIC)	1.360000%
All-In TIC	1.360000%
Average Coupon	1.360000%
Average Life (years)	7.758
Duration of Issue (years)	7.274
Par Amount	620,000.00
Bond Proceeds	620,000.00
Total Interest	65,416.00
Net Interest	65,416.00
Bond Years from Dated Date	4,810,000.00
Bond Years from Delivery Date	4,810,000.00
Total Debt Service	685,416.00
Maximum Annual Debt Service	47,754.00
Average Annual Debt Service	47,270.07
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial	620,000.00	100.000	1.360%	7.758
	620,000.00			7.758

	TIC	All-In TIC	Arbitrage Yield
Par Value	620,000.00	620,000.00	620,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	620,000.00	620,000.00	620,000.00
Target Date	08/15/2021	08/15/2021	08/15/2021
Yield	1.360000%	1.360000%	1.360000%

BOND PRICING

Garden Ridge, City of (General Obligation Debt)
2021 Utility Run

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial:					
	02/15/2022	35,000	1.360%	1.360%	100.000
	02/15/2023	40,000	1.360%	1.360%	100.000
	02/15/2024	40,000	1.360%	1.360%	100.000
	02/15/2025	40,000	1.360%	1.360%	100.000
	02/15/2026	40,000	1.360%	1.360%	100.000
	02/15/2027	40,000	1.360%	1.360%	100.000
	02/15/2028	40,000	1.360%	1.360%	100.000
	02/15/2029	40,000	1.360%	1.360%	100.000
	02/15/2030	40,000	1.360%	1.360%	100.000
	02/15/2031	40,000	1.360%	1.360%	100.000
	02/15/2032	45,000	1.360%	1.360%	100.000
	02/15/2033	45,000	1.360%	1.360%	100.000
	02/15/2034	45,000	1.360%	1.360%	100.000
	02/15/2035	45,000	1.360%	1.360%	100.000
	02/15/2036	45,000	1.360%	1.360%	100.000
		620,000			

Dated Date	08/15/2021	
Delivery Date	08/15/2021	
First Coupon	02/15/2022	
Par Amount	620,000.00	
Original Issue Discount		
Production	620,000.00	100.000000%
Underwriter's Discount		
Purchase Price	620,000.00	100.000000%
Accrued Interest		
Net Proceeds	620,000.00	

BOND DEBT SERVICE

Garden Ridge, City of (General Obligation Debt)
2021 Utility Run

Dated Date 08/15/2021
Delivery Date 08/15/2021

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2022	35,000	1.360%	8,194	43,194
09/30/2023	40,000	1.360%	7,684	47,684
09/30/2024	40,000	1.360%	7,140	47,140
09/30/2025	40,000	1.360%	6,596	46,596
09/30/2026	40,000	1.360%	6,052	46,052
09/30/2027	40,000	1.360%	5,508	45,508
09/30/2028	40,000	1.360%	4,964	44,964
09/30/2029	40,000	1.360%	4,420	44,420
09/30/2030	40,000	1.360%	3,876	43,876
09/30/2031	40,000	1.360%	3,332	43,332
09/30/2032	45,000	1.360%	2,754	47,754
09/30/2033	45,000	1.360%	2,142	47,142
09/30/2034	45,000	1.360%	1,530	46,530
09/30/2035	45,000	1.360%	918	45,918
09/30/2036	45,000	1.360%	306	45,306
	620,000		65,416	685,416

BOND DEBT SERVICE

Garden Ridge, City of (General Obligation Debt)
2021 Utility Run

Dated Date 08/15/2021
Delivery Date 08/15/2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/15/2022	35,000	1.360%	4,216	39,216	43,194
08/15/2022			3,978	3,978	
09/30/2022					
02/15/2023	40,000	1.360%	3,978	43,978	47,684
08/15/2023			3,706	3,706	
09/30/2023					
02/15/2024	40,000	1.360%	3,706	43,706	47,140
08/15/2024			3,434	3,434	
09/30/2024					
02/15/2025	40,000	1.360%	3,434	43,434	46,596
08/15/2025			3,162	3,162	
09/30/2025					
02/15/2026	40,000	1.360%	3,162	43,162	46,052
08/15/2026			2,890	2,890	
09/30/2026					
02/15/2027	40,000	1.360%	2,890	42,890	45,508
08/15/2027			2,618	2,618	
09/30/2027					
02/15/2028	40,000	1.360%	2,618	42,618	44,964
08/15/2028			2,346	2,346	
09/30/2028					
02/15/2029	40,000	1.360%	2,346	42,346	44,420
08/15/2029			2,074	2,074	
09/30/2029					
02/15/2030	40,000	1.360%	2,074	42,074	43,876
08/15/2030			1,802	1,802	
09/30/2030					
02/15/2031	40,000	1.360%	1,802	41,802	43,332
08/15/2031			1,530	1,530	
09/30/2031					
02/15/2032	45,000	1.360%	1,530	46,530	47,754
08/15/2032			1,224	1,224	
09/30/2032					
02/15/2033	45,000	1.360%	1,224	46,224	47,142
08/15/2033			918	918	
09/30/2033					
02/15/2034	45,000	1.360%	918	45,918	46,530
08/15/2034			612	612	
09/30/2034					
02/15/2035	45,000	1.360%	612	45,612	45,918
08/15/2035			306	306	
09/30/2035					
02/15/2036	45,000	1.360%	306	45,306	45,306
09/30/2036					
	620,000		65,416	685,416	685,416

FORM 8038 STATISTICS

Garden Ridge, City of (General Obligation Debt)
2021 Utility Run

Dated Date 08/15/2021
Delivery Date 08/15/2021

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Serial:						
	02/15/2022	35,000.00	1.360%	100.000	35,000.00	35,000.00
	02/15/2023	40,000.00	1.360%	100.000	40,000.00	40,000.00
	02/15/2024	40,000.00	1.360%	100.000	40,000.00	40,000.00
	02/15/2025	40,000.00	1.360%	100.000	40,000.00	40,000.00
	02/15/2026	40,000.00	1.360%	100.000	40,000.00	40,000.00
	02/15/2027	40,000.00	1.360%	100.000	40,000.00	40,000.00
	02/15/2028	40,000.00	1.360%	100.000	40,000.00	40,000.00
	02/15/2029	40,000.00	1.360%	100.000	40,000.00	40,000.00
	02/15/2030	40,000.00	1.360%	100.000	40,000.00	40,000.00
	02/15/2031	40,000.00	1.360%	100.000	40,000.00	40,000.00
	02/15/2032	45,000.00	1.360%	100.000	45,000.00	45,000.00
	02/15/2033	45,000.00	1.360%	100.000	45,000.00	45,000.00
	02/15/2034	45,000.00	1.360%	100.000	45,000.00	45,000.00
	02/15/2035	45,000.00	1.360%	100.000	45,000.00	45,000.00
	02/15/2036	45,000.00	1.360%	100.000	45,000.00	45,000.00
		620,000.00			620,000.00	620,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	02/15/2036	1.360%	45,000.00	45,000.00		
Entire Issue			620,000.00	620,000.00	7.7581	1.3600%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	0.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

City of Garden Ridge, Texas

Statement of Revenues, Expenses and Changes in Net Position (Restated for Pro-forma Purposes; See City CAFR, page 24 for audit version)

For the Year Ended September 30, 2020

Operating Revenue

Water Sales	\$ 1,752,249
Meter Installation Fees	25,175
Other	<u>88,005</u>
Total Operating Revenue	\$ 1,865,429

Operating Expenses

Personnel Costs	\$ 386,535
Plant Operations & Maintenance	371,796
General & Administrative	455,246
Depreciation	<u>Omitted</u> As this is a non-cash event
Total Operating Expenses	\$ 1,213,577

Operating Income \$ 651,852

Non-Operating Revenues

Interest Income	\$ 20,984
Interest Expense	<u>Omitted</u> As this pertains to transfers to I&S account for debt service on Certificates of Obligation and this TX DOT loan is senior lein.
	\$ 20,984

Net Revenues Available for Debt Service: \$ 672,836

Utility Supported Debt Service Coverage

Fiscal Year Ending 9/30	Existing Debt Service	Series 2021			Total Obligations Debt Service
		Principal	Interest	Total	
2022	\$ -	\$ 35,000	\$ 8,194	\$ 43,194	43,194
2023	-	40,000	7,684	47,684	47,684
2024	-	40,000	7,140	47,140	47,140
2025	-	40,000	6,596	46,596	46,596
2026	-	40,000	6,052	46,052	46,052
2027	-	40,000	5,508	45,508	45,508
2028	-	40,000	4,964	44,964	44,964
2029	-	40,000	4,420	44,420	44,420
2030	-	40,000	3,876	43,876	43,876
2031	-	40,000	3,332	43,332	43,332
2032	-	45,000	2,754	47,754	47,754
2033	-	45,000	2,142	47,142	47,142
2034	-	45,000	1,530	46,530	46,530
2035	-	45,000	918	45,918	45,918
2036	-	45,000	306	45,306	45,306
Total	\$ -	\$ 620,000	\$ 65,416	\$ 685,416	\$ 685,416

Average Annual Parity Debt Service	\$ 45,694
Maximum Annual Parity Debt Service	\$ 47,754
Funds Available for Debt Service (based on FYE 2020 Revenues and Expenditures)	\$ 672,836
Estimated Average Annual Coverage Ratio	14.72 x
Estimated Maximum Coverage Ratio	14.09 x



City of Garden Ridge

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

May 24, 2021

To: Mayor Erickson and City Council
From: City Administrator Cain
Re: Salary Uniformity and Step Plan

On April 26, 2021 City Council approved the Salary Uniformity and Step Plan. With approval of the Plan an additional increase was approved for the City Secretary and Chief of Police bringing their overall increase to 8%. To maintain uniformity and equality within the department head section of the Plan it is recommended that the salaries for the positions of Librarian, Director of Public Works and Utility Manager also be granted an additional increase bringing each position's overall increase to 8%. It is further recommended that this increase would be retroactive to the April 25, 2021 pay period.

The attachment to this recommendation indicates the budgetary impact of the recommended salary increase for each of the three department head positions.

Please feel free to contact me with any questions that you may have concerning this recommendation.

Respectfully,

Nancy Cain
City Administrator

City of Garden Ridge

Salary Uniformity Adjustment

Position	Starting Annual Salary	Council Approved Salary Increase	% of Council Approved Increase	8% Increase	Annual Cost Salary & Taxes	FY 2021 Cost to City if Retro to 4/25/2021
Public Works Director	69,016	73,364	6.3%	74,537	1,354	573
Utility Manager	75,854	79,359	4.6%	81,923	2,959	1,252
Library Director	44,558	47,142	5.8%	48,122	1,132	479
					5,445	2,304

RESOLUTION NO. 474-062021

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF GARDEN RIDGE, TEXAS, APPROVING
FISCAL YEAR 2021 GENERAL FUND BUDGET
AMENDMENT #1 FOR THE PERIOD OF OCTOBER
1, 2020, THROUGH SEPTEMBER 30, 2021.**

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

The City Council of the City of Garden Ridge, Texas, does hereby approve Fiscal Year 2021 General Fund Budget Amendment #1 for the period of October 1, 2020, through September 30, 2021.

The attached Exhibit A is the detail of the Fiscal Year 2021 General Fund Budget Amendment #1.

PASSED AND APPROVED ON this 2nd day of June, 2021.

Robb Erickson
Mayor

ATTEST:

Marisa Spencer
City Secretary

CITY OF GARDEN RIDGE
FY 2021 AMENDED BUDGET
GENERAL FUND - FINANCIAL SUMMARY

GENERAL FUND	FY 2020 AUDIT	FY 2021 BUDGET	FY 2021 AMENDED BUDGET	Variance Budget vs Amended
REVENUE SUMMARY				
TAXES	2,040,888	1,983,500	2,122,100	138,600
FRANCHISE	586,335	583,720	586,200	2,480
PERMITS	206,063	162,600	85,500	(77,100)
FEES	99,539	112,290	91,050	(21,240)
DONATIONS	913	0	1,664	1,664
COURT	113,208	124,305	89,340	(34,965)
MISCELLANEOUS	341,906	66,100	87,460	21,360
TOTAL REVENUES	\$ 3,388,852	\$ 3,032,515	\$ 3,063,314	\$ 30,799
EXPENDITURE SUMMARY				
ADMINISTRATIVE	704,555	853,489	2,052,825	1,199,336
COURT	82,861	91,099	92,332	1,233
POLICE DEPARTMENT	1,181,596	1,324,874	1,300,883	(23,992)
PUBLIC WORKS	546,366	608,664	608,664	0
COMMUNITY CENTER	32,622	49,497	43,841	(5,655)
LIBRARY	86,261	99,852	97,277	(2,575)
TOTAL EXPENDITURES	\$ 2,634,261	\$ 3,027,474	\$ 4,195,823	\$ 1,168,347
OVER/UNDER				
	754,591	5,041	(1,132,509)	
BEGINNING FUND BALANCE				
	2,388,310	3,142,902	\$ 3,142,902	
ENDING FUND BALANCE				
	\$ 3,142,902	\$ 3,147,942	\$ 2,010,393	
RESTRICTED BALANCES				
PREPAID ITEMS	4,782	0	5,000.00	
CHILD SAFETY	30,043	17,725	30,043	
COURT SECURITY	4,681	4,803	4,681	
DONATIONS	7,042	7,788	7,042	
PEG CAPITAL FEES	43,856	44,386	35,489	
PEG FEE - EXPENDITURES		0	0	
TOTAL RESTRICTED	90,404	74,702	82,255	
UNRESTRICTED FUNDS				
	\$ 3,052,497	\$ 3,073,240	\$ 1,928,138	
EXPENDITURES PER MONTH				
		\$ 252,290	\$ 266,319	
MONTHS OF EXPENDITURES				
		12.2	7.2	

CITY OF GARDEN RIDGE
FY 2021 AMENDED BUDGET
GENERAL FUND - REVENUE

REVENUES		FY 2020 AUDIT	FY 2021 BUDGET	FY 2021 AMENDED BUDGET	Variance Budget vs Amended	FY 2021 AMENDED BUDGET NOTES
TAXES						
40012	AD VALOREM - TAXES	1,675,964	1,699,500	1,756,600	57,100	Increase of appraisal value
40014	AD VALOREM TAXES - DELINQUENT	3,448	6,000	2,000	(4,000)	
40016	AD VALOREM TAXES - P & I	5,860	3,000	3,500	500	
40100	STATE SALES TAX	355,616	275,000	360,000	85,000	Increased at home shopping
TOTAL TAXES		2,040,888	1,983,500	2,122,100	138,600	
FRANCHISES						
40102	CABLE TELEVISION FRANCHISE FEE	60,364	60,000	60,000	0	
40104	ELECTRICITY FRANCHISE FEE	337,201	331,500	330,000	(1,500)	
40106	GAS FRANCHISE FEE	19,219	19,220	21,200	1,980	
40108	TELEPHONE FRANCHISE FEE	14,427	8,000	8,000	0	
40110	WATER COMPANY FRANCHISE FEES	66,031	66,000	66,000	0	
40230	15% COLLECTION FEE - TRASH	81,668	80,000	82,000	2,000	
40229	HOUSEHOLD WASTE FEE	7,425	19,000	19,000	0	
TOTAL FRANCHISES		586,335	583,720	586,200	2,480	
PERMITS						
40202	ALARM SYSTEMS	1,250	300	900	600	
40206	BUILDING PERMITS	203,443	160,000	83,000	(77,000)	Decrease in building
40208	BUSINESS PERMITS	1,330	1,850	1,600	(250)	
40212	SPECIAL USE PERMITS	20	50	0	(50)	
40216	VENDOR (SOLICITOR) PERMITS	20	400	0	(400)	
TOTAL PERMITS		206,063	162,600	85,500	(77,100)	
FEES & LICENSES						
40228	P&Z VARIANCE FILING FEES	2,650	2,500	1,500	(1,000)	
40232	PET TAG LICENSES	3,109	3,500	3,500	0	
40233	PET IMPOUND FEE	675	800	650	(150)	
40235	TOWER RENTAL	47,400	39,960	44,920	4,960	
40236	COMMUNITY CENTER RENTAL FEES	21,995	30,000	19,000	(11,000)	Covid
40237	COMMUNITY CENTER DEPOSITS	8,500	18,000	13,000	(5,000)	Covid
56600	DEPOSIT REFUNDS	(15,030)	(16,500)	(10,000)	6,500	Covid
40238	COMMUNITY CENTER CLEAN-UP FEES	1,500	2,250	1,200	(1,050)	Covid
40240	PARK RENTAL FEES	1,560	4,500	2,000	(2,500)	Covid
40609	PARK DEPOSITS	0	100	100	0	
40111	WATER COMPANY RENTAL FEES	12,000	12,000	0	(12,000)	
40630	RENTAL FORMER CITY COMPLEX	15,180	15,180	15,180	0	
TOTAL FEES		99,539	112,290	91,050	(21,240)	
DONATIONS						
40602	DONATION - POLICE DEPARTMENT	792	0	350	350	
54601	LESS : POLICE DEPT DONATION EXPENDITURES	(248)	0	(131)	(131)	
40603	PET DONATIONS	400	0	20	20	
41603	PET DONATIONS - EXPENDITURES	(1,100)	0	0	0	
40604	LIBRARY DONATIONS	4,765	0	1,030	1,030	
41604	LIBRARY DONATIONS EXPENDITURES	0	0	(1,141)	(1,141)	
57601	LESS LIBRARY DONATION EXPENDITURES	(5,897)	0	(140)	(140)	
40241	PARK DONATIONS	160	0	400	400	
40243	PARKS COMMITTEE DONATIONS	2,456	0	260	260	
55246	LESS: PARKS COMMITTEE DONATION EXPENDITURES	(1,206)	0	235	235	
40633	LIBRARY GRANTS	0	0	15,187	15,187	
57602	LESS: LIBRARY GRANT EXPENDITURES	0	0	(14,723)	(14,723)	
40631	LEOS TRAINING DONATION	1,407	0	1,283	1,283	
54605	LESS: LEO'S TRAINING	(616)	0	(966)	(966)	
40636	LANDSCAPE DONATIONS	1,176	0	0	0	
41636	LANDSCAPE DONATIONS - EXPENDITURES	(1,176)	0	0	0	
TOTAL DONATIONS		913	0	1,664	1,664	Actuals to date

CITY OF GARDEN RIDGE
FY 2021 AMENDED BUDGET
GENERAL FUND - REVENUE

REVENUES		FY 2020 AUDIT	FY 2021 BUDGET	FY 2021 AMENDED BUDGET	Variance Budget vs Amended	FY 2021 AMENDED BUDGET NOTES
COURT						
40302	MUNI COURT & WARRANT FINES LESS STATE FINE	90,349	100,500	73,100	(27,400)	
40308	TIME PMT & STATE RESTITUTION FEES	325	310	310	0	
40312	STATE JURY FEES	1,883	2,600	1,200	(1,400)	
40316	STATE & CITY JUDICIAL FEES	2,821	3,900	920	(2,980)	
40310	CHILD SAFETY/BLDG SECURITY & TECH FUND	12,514	12,000	9,300	(2,700)	
40321	OTHER COURT REVENUE	5,315	4,995	4,510	(485)	
TOTAL COURT		113,208	124,305	89,340	(34,965)	Covid
MISCELLANEOUS						
40010	TRASH PENALTIES	2,552	2,900	2,500	(400)	
40311	TASK FORCE REIMBURSEMENT	18,692	18,042	18,042	0	
40411	LESS: TASK FORCE OVERTIME	(18,649)	(18,042)	(18,042)	0	
40412	REVENUE - LEIGH HANSON, INC.	28,400	39,200	36,200	(3,000)	
40413	CONTRA - VIBRA-TECH (PMTS)	(38,200)	(39,200)	(39,200)	0	
40402	BANK INTEREST	29,405	18,000	19,300	1,300	
40600	SALE OF ASSETS	38,378	3,000	10,000	7,000	Sold PD veichle
40637	CREDIT CARD USER FEE	11,738	9,200	13,700	4,500	
40640	VEHICLE IMPOUND FEE	1,645	3,000	960	(2,040)	Covid
40418	MISC. INCOME	41,290	30,000	35,000	5,000	
40641	CRF-TDEM REVENUE	226,655	0	0	0	
	TRANSFER IN PEG FUND	0	0	9,000	9,000	Offsets Admin exp. - Civic Clerk
TOTAL MISCELLANEOUS		341,906	66,100	87,460	21,360	
TOTAL REVENUES		\$ 3,388,852	\$ 3,032,515	\$ 3,063,314	\$ 30,799	

-10.5%

1.0%

Compared to
FY20 Audit

Compared to
FY21 Budget

CITY OF GARDEN RIDGE
FY 2021 AMENDED BUDGET
GENERAL FUND ADMINISTRATIVE - EXPENDITURES

ADMINISTRATIVE		FY 2020 AUDIT	FY 2021 BUDGET	FY 2021 AMENDED BUDGET	Variance Budget vs Amended	FY 2021 AMENDED BUDGET NOTES
PERSONNEL SERVICES						
52012	GROSS PAYROLL	199,883	218,183	228,666	10,483	Salary uniformity & new position
52013	OVERTIME	0	0	428	428	
00000	SALARY/WAGE STEP PROGRAM	0	54,834	0	(54,834)	Distributed throughout depts.
00000	MAYOR/CITY COUNCIL STIPEND	0	2,063	2,063	0	
52018	CERTIFICATION	0	900	900	0	
52019	LONGEVITY	2,311	2,701	2,701	0	
52014	FICA	12,442	13,853	14,529	676	
52016	MEDICARE	2,910	3,240	3,398	158	
52017	SUI TAXES	396	658	658	0	
52015	WORKERS COMP INSURANCE	4,816	5,056	5,056	0	
52020	HEALTH/DENTAL/VISION INS	19,038	21,611	23,565	1,954	New Position
52023	LIFE INS	3,277	3,291	3,432	141	
52025	RETIREMENT-ER SHARE	15,688	16,330	17,037	707	
TOTAL PERSONNEL SERVICES		260,759	342,720	302,433	(40,286)	
PROFESSIONAL SERVICES						
52104	ATTORNEY	40,712	90,000	90,000	0	
52106	ENGINEER	69,773	85,000	85,000	0	
10028	WASTEWATER FORCE MAIN PROJECT	0	0	900,000	900,000	Funding for Water Project
10028	WATERLINE RELOCATION 2252	0	0	300,000	300,000	Funding for Water Project
52108	INSPECTORS	78,803	72,000	72,000	0	
52312	ORDINANCE AMEND/REWRITES	14,289	10,000	10,000	0	
52120	AUDITING FEES	9,375	10,000	10,500	500	
TOTAL PROFESSIONAL SERVICES		212,951	267,000	1,467,500	1,200,500	
CITY SUPPORT SERVICES						
52122	TAX APPRAISAL FEES	23,742	25,990	24,670	(1,320)	4% increase over FY2020 fee
52124	TAX COLLECTION FEES	337	398	400	2	
52410	EMERGENCY MGMT. PROGRAM	15,818	10,000	30,000	20,000	Covid/Snowstorm expenses
TOTAL CITY SUPPORT SERVICES		39,897	36,388	55,070	18,682	
STAFF SUPPORT						
52200	TRAINING/TRAVEL/SEMINARS	3,792	6,500	4,550	(1,950)	Trainings cancelled (covid)
52213	MEMBERSHIPS/DUES	3,319	3,300	3,300	0	
52221	FARMERS MARKET	6,499	0	0	0	
52225	MISCELLANEOUS	7,814	8,200	8,200	0	
52226	VOLUNTEER PROGRAMS	160	1,500	1,000	(500)	
TOTAL STAFF SUPPORT		21,583	19,500	17,050	(2,450)	
OPERATIONAL SUPPORT						
52201	COMPUTER HARD & SOFTWARE	58,779	45,000	55,000	10,000	New Phone System
52204	COPIER/PRINTER LEASE	11,955	12,160	12,160	0	
52206	POSTAGE	1,660	1,867	2,040	173	
52208	PRINTING	1,893	2,000	1,500	(500)	
52214	OFFICE SUPPLIES	4,476	7,000	7,000	0	
52302	GENERAL LIABILITY INS	879	923	837	(86)	
52304	AUTOMOBILE INS	200	216	216	0	
52308	E&O LIAB INS	1,735	1,874	1,729	(145)	
52310	PROPERTY INS	8,990	9,709	9,320	(389)	
52409	HOUSEHOLD HAZARDOUS WASTE EVT	0	19,000	19,000	0	
52210	LEGAL NOTICES	8,593	2,700	2,700	0	
52677	CONNECT CITY SERVICE	1,504	1,540	1,504	(36)	
52203	WEBPAGE	3,080	4,500	4,640	140	
52110	CR CARD PROC FEES	8,244	7,920	9,600	1,680	This offsets with the revenue

CITY OF GARDEN RIDGE
FY 2021 AMENDED BUDGET
GENERAL FUND ADMINISTRATIVE - EXPENDITURES

ADMINISTRATIVE		FY 2020 AUDIT	FY 2021 BUDGET	FY 2021 AMENDED BUDGET	Variance Budget vs Amended	FY 2021 AMENDED BUDGET NOTES
52111	PAYROLL PROC FEES	4,800	5,367	5,370	3	
52116	CUSTODIAL/JANITORIAL	6,700	6,840	6,840	0	
52212	EQUIPMENT MAINTENANCE	0	250	800	550	
52218	ELECTIONS	254	7,500	7,500	0	
52615	BAD DEBT	0	0	2,500	2,500	Garbage portion only
TOTAL OPERATIONAL SUPPORT		123,742	136,366	150,256	13,890	
UTILITY SERVICES						
52202	TELEPHONE	3,789	4,190	4,190	(0)	
52211	UTILITIES	41,828	46,725	46,725	0	
52217	GASOLINE	0	300	300	0	
TOTAL UTILITY SERVICES		45,617	51,215	51,215	(0)	
MAINTENANCE SERVICES						
52220	VEHICLE MAINTENANCE	5	300	300	0	
52670	CITY HALL - COUNCIL CHAMBERS STREAMING	0	0	9,000	9,000	Offsets revenue - Civic Clerk
TOTAL MAINTENANCE SERVICES		5	300	9,300	9,000	
TOTAL ADMINISTRATIVE		\$ 704,555	\$ 853,489	\$ 2,052,825	\$ 1,199,336	
			21.1%	140.5%		
		Compared to FY20 Audit		Compared to FY21 Budget		

CITY OF GARDEN RIDGE
FY 2021 AMENDED BUDGET
GENERAL FUND COURT - EXPENDITURES

COURT		FY 2020 AUDIT	FY 2021 BUDGET	FY 2021 AMENDED BUDGET	Variance Budget vs Amended	FY 2021 AMENDED BUDGET NOTES
PERSONNEL SERVICES						
53012	GROSS PAYROLL	42,607	42,551	42,758	207	Projected step increase
53013	OVERTIME	983	1,556	2,176	620	Additional Cross training
53018	CERTIFICATION	300	300	300	0	
53019	LONGEVITY	651	840	840	0	
53014	FICA	2,677	2,805	2,857	51	
53016	MEDICARE	622	656	668	12	
53017	SUI	144	203	203	0	
53015	WORKERS COMP INS	200	210	210	0	
53020	HEALTH/DENTAL/VISION INS	7,022	7,859	7,855	(3)	
53023	LIFE INSURANCE	627	654	627	(27)	
53025	RETIREMENT-ER SHARE	3,438	3,511	3,575	64	
TOTAL PERSONNEL SERVICES		59,272	61,145	62,070	925	
PROFESSIONAL SERVICES						
53135	PROSECUTOR FEES	4,800	7,200	7,200	0	
53136	JUDGE FEES	4,800	7,200	7,200	0	
TOTAL PROFESSIONAL SERVICES		9,600	14,400	14,400	0	
STAFF SUPPORT						
53200	TRAINING/TRAVEL/SEMINARS	175	800	800	0	
53213	MEMBERSHIP/DUES/LICENSES	130	260	260	0	
53214	OFFICE SUPPLIES	285	350	350	0	
TOTAL STAFF SUPPORT		590	1,410	1,410	0	
OPERATIONAL SUPPORT						
53202	TELEPHONE	138	0	0	0	
53206	POSTAGE	1,092	1,000	1,000	0	
53208	PRINTING	0	700	400	(300)	
53602	COMPUTER HARD & SOFTWARE	8,195	9,600	9,605	5	
53605	COURT SECURITY EXP	4,122	2,544	3,148	604	Cameras - council chambers
53606	COLLECTION AGENCY FEES	(149)	300	300	0	
TOTAL OPERATIONAL SUPPORT		13,400	14,144	14,453	308	
TOTAL COURT		\$ 82,861	\$ 91,099	\$ 92,332	\$ 1,233	

9.9% 1.4%

Compared to FY20 Audit	Compared to FY21 Budget
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CITY OF GARDEN RIDGE
FY 2021 AMENDED BUDGET

GENERAL FUND POLICE DEPARTMENT - EXPENDITURES

POLICE DEPARTMENT		FY 2020 AUDIT	FY 2021 BUDGET	FY 2021 AMENDED BUDGET	Variance Budget vs Amended	FY 2021 AMENDED BUDGET NOTES
PERSONNEL SERVICES						
54012	GROSS PAYROLL	744,865	831,920	807,924	(23,996)	Salary uniformity & Unfilled positions
54013	OVERTIME	24,475	19,902	27,602	7,699	Covid/Snowstorm/Training
54018	CERTIFICATION	12,086	12,600	14,080	1,480	
54019	LONGEVITY	9,499	11,646	11,946	300	
54014	FICA	45,838	55,588	54,922	(666)	
54016	MEDICARE	10,630	13,000	12,845	(156)	
54017	SUI	2,035	2,835	2,835	0	
54015	WORKERS COMP INS	22,637	23,768	23,768	0	
54020	HEALTH/DENTAL/VISION INS	84,636	110,020	109,971	(49)	
54023	LIFE INSURANCE	7,516	8,815	8,449	(366)	
54025	RETIREMENT ER SHARE	62,434	69,575	68,448	(1,126)	
TOTAL PERSONNEL SERVICES		1,026,651	1,159,669	1,142,790	(16,880)	
CITY SUPPORT SERVICES						
54221	COMMUNITY POLICING	2,332	4,000	3,000	(1,000)	
54210	EMERGENCY EVENT CONTINGENCY	0	0	0	0	
TOTAL CITY SUPPORT SERVICES		2,332	4,000	3,000	(1,000)	
STAFF SUPPORT						
54118	UNIFORMS	9,703	11,500	11,500	0	
54200	TRAINING/TRAVEL/SEMINARS	3,199	5,900	5,400	(500)	Trainings cancelled (covid)
54198	SPECIAL ASSIGNMENTS	0	1,500	0	(1,500)	
54199	LEADERSHIP DEVELOPMENT	1,367	2,000	2,000	0	
54213	MEMBERSHIP/DUES/LICENSES	352	700	700	0	
54223	PHYSICAL EXAMS	381	500	500	0	
TOTAL STAFF SUPPORT		15,002	22,100	20,100	(2,000)	
OPERATIONAL SUPPORT						
54201	COMPUTER HARD & SOFTWARE	21,164	23,000	26,000	3,000	
54205	RANGE SUPPLIES	4,945	4,500	4,500	0	
54206	POSTAGE	617	460	350	(110)	
54208	PRINTING	387	450	560	110	
54214	OFFICE SUPPLIES	5,051	5,000	5,000	0	
54215	INVESTIGATION EXPENSES	2,176	2,000	2,000	0	
54222	NATIONAL NIGHT OUT	0	500	0	(500)	
54302	LAW ENFORC LIABILITY	10,655	11,187	11,219	32	
54304	AUTOMOBILE INSURANCE	5,207	5,467	5,129	(338)	
TOTAL OPERATIONAL SUPPORT		50,201	52,565	54,758	2,193	
UTILITY SERVICES						
54202	TELEPHONE	8,431	8,900	8,700	(200)	
54217	GASOLINE	15,883	24,000	22,000	(2,000)	Reduced driving
TOTAL UTILITY SERVICES		24,314	32,900	30,700	(2,200)	
MAINTENANCE SERVICES						
54203	RADIO REPAIR	2,784	5,100	2,500	(2,600)	
54212	EQUIPMENT/MAINTENANCE	7,088	5,000	5,000	0	
54220	VEHICLE MAINT./REPAIRS	13,676	12,500	12,500	0	
TOTAL MAINTENANCE SERVICES		23,547	22,600	20,000	(2,600)	
OPERATING EQUIPMENT						
54140	EQUIPMENT LEASES	5,625	5,865	5,676	(189)	
54227	VEHICLE LEASE	31,835	23,074	21,757	(1,317)	
54225	INTEREST EXPENSE	2,088	2,101	2,102	1	
TOTAL OPERATING EQUIPMENT		39,548	31,040	29,535	(1,505)	
TOTAL POLICE DEPARTMENT		\$ 1,181,596	\$ 1,324,874	\$ 1,300,883	\$ (23,992)	

12.1%	-1.8%
Compared to FY20 Audit	Compared to FY21 Budget

CITY OF GARDEN RIDGE
FY 2021 AMENDED BUDGET

GENERAL FUND PUBLIC WORKS - EXPENDITURES

PUBLIC WORKS DEPARTMENT		FY 2020 AUDIT	FY 2021 BUDGET	FY 2021 AMENDED BUDGET	Variance Budget vs Amended	FY 2021 AMENDED BUDGET NOTES
PERSONNEL SERVICES						
55012	GROSS PAYROLL	236,617	258,859	260,136	1,277	Salary uniformity
55021	TEMP/SEASONAL EMPLOYEE	0	0	0	0	
55013	OVERTIME	9,681	11,250	14,207	2,957	Covid/Snowstorm
55018	CERTIFICATION	2,511	2,400	2,900	500	
55019	LONGEVITY	6,514	7,565	7,218	(347)	
55014	FICA	13,984	17,382	17,475	93	
55016	MEDICARE	3,240	4,065	4,087	22	
55017	SUI	951	1,215	1,215	0	
55015	WORKERS COMP INS	2,949	3,096	3,096	0	
55020	HEALTH/VISION/DENTAL INS	35,110	39,293	39,275	(17)	
55023	LIFE INS	2,600	2,600	2,600	0	
55025	RETIREMENT-ER SHARE	19,348	19,975	20,100	126	
TOTAL PERSONNEL SERVICES		333,505	367,700	372,310	4,610	
CITY SUPPORT SERVICES						
55222	WILDLIFE MANAGEMENT	771	30,000	4,000	(26,000)	Funds not needed
55224	OAK WILT PROGRAM	1,001	10,000	10,000	0	
55229	ANIMAL SERVICES	11,333	12,000	11,000	(1,000)	
55236	CONTINGENCY	1,048	1,500	1,500	0	
TOTAL CITY SUPPORT SERVICES		14,153	53,500	26,500	(27,000)	
STAFF SUPPORT						
55118	UNIFORMS	1,429	4,500	4,150	(350)	
55200	TRAINING/TRAVEL/SEMINARS	1,992	6,500	3,000	(3,500)	Trainings cancelled (covid)
55223	PHYSICAL EXAMS	302	300	300	0	
TOTAL STAFF SUPPORT		3,723	11,300	7,450	(3,850)	
OPERATIONAL SUPPORT						
55201	COMPUTER HARD & SOFTWARE	5,260	8,000	11,000	3,000	New hardware needed
55248	SURVEILLANCE CONNECTIVITY	8,089	780	1,000	220	
55238	OPERATIONAL MATERIALS	2,763	5,600	5,600	0	
55304	AUTOMOBILE INS	4,592	4,825	4,660	(165)	
TOTAL OPERATIONAL SUPPORT		20,705	19,205	22,260	3,055	
SUPPLIES						
55214	OFFICE SUPPLIES	5,037	4,000	4,845	845	
TOTAL SUPPLIES		5,037	4,000	4,845	845	
UTILITY SERVICES						
55202	TELEPHONE	5,199	5,700	5,490	(210)	
55211	UTILITIES	10,644	11,700	13,000	1,300	
55217	GASOLINE	8,109	9,700	8,700	(1,000)	Reduced driving
55231	PARK/ISLAND ELECTRIC	1,065	1,200	1,200	0	
55232	LANDSCAPE WATERING	1,805	2,660	2,660	0	
TOTAL UTILITY SERVICES		26,822	30,960	31,050	90	

CITY OF GARDEN RIDGE
FY 2021 AMENDED BUDGET

GENERAL FUND PUBLIC WORKS - EXPENDITURES

PUBLIC WORKS DEPARTMENT		FY 2020 AUDIT	FY 2021 BUDGET	FY 2021 AMENDED BUDGET	Variance Budget vs Amended	FY 2021 AMENDED BUDGET NOTES
MAINTENANCE SERVICES						
55227	BLDG/FACILITY MAINTENANCE	16,666	15,750	42,000	26,250	Additional Maint Cost
55228	GROUNDS MAINTENANCE	3,078	5,100	5,550	450	
55247	CITY FACILITY-LANDSCAPE PROJECT	1,349	3,600	3,150	(450)	
55213	CITY FACILITY-HEATING/AC MAINT	4,214	10,000	10,000	0	
55234	FORMER CITY COMPLEX	12,521	15,000	10,000	(5,000)	Funds not needed
55212	EQUIPMENT & MAINTENANCE	12,528	13,000	13,000	0	
55220	VEHICLE MAINT/REPAIRS	2,923	4,500	4,500	0	
55230	PARK/RECREATIONS	12,696	20,600	20,600	0	
55233	SIGN MAINTENANCE	3,091	5,000	5,000	0	
55702	STREET IMPROVEMENT	1,056	10,000	10,000	0	
55704	CULVERT MAINTENANCE/MS4	3,308	6,000	6,000	0	
TOTAL MAINTENANCE SERVICES		73,432	108,550	129,800	21,250	
OPERATING EQUIPMENT						
55216	EQUIPMENT RENTAL	1,249	3,100	3,100	0	
55240	SMALL HAND TOOLS	613	1,000	2,000	1,000	
TOTAL OPERATING EQUIPMENT		1,862	4,100	5,100	1,000	
PARKS COMMITTEE						
55226	PARKS COMMITTEE	6,980	9,350	9,350	0	
TOTAL PARKS COMMITTEE		6,980	9,350	9,350	0	
CAPITAL OUTLAY						
TOTAL CAPITAL OUTLAY		60,147	0	0	0	
TOTAL PUBLIC WORKS DEPARTMENT		\$ 546,366	\$ 608,664	\$ 608,664	\$ 0	

11.4% 0.0%

Compared to FY20 Audit	Compared to FY21 Budget
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CITY OF GARDEN RIDGE
FY 2021 AMENDED BUDGET
GENERAL FUND COMMUNITY CENTER - EXPENDITURES

COMMUNITY CENTER		FY 2020 AUDIT	FY 2021 BUDGET	FY 2021 AMENDED BUDGET	Variance Budget vs Amended	FY 2021 AMENDED BUDGET NOTES
PERSONNEL SERVICES						
56012	GROSS PAYROLL	900	1,980	1,980	0	
56014	FICA	56	123	123	0	
56016	MEDICARE	13	29	29	0	
56025	RETIREMENT-ER SHARE	72	154	154	0	
TOTAL PERSONNEL SERVICES		1,041	2,285	2,285	0	
PROFESSIONAL SERVICES						
56050	MANAGER FEES	13,376	17,500	15,000	(2,500)	Covid
TOTAL PROFESSIONAL SERVICES		13,376	17,500	15,000	(2,500)	
OPERATIONAL SUPPORT						
56214	OFFICE SUPPLIES	294	1,200	900	(300)	
56410	EQUIPMENT	305	600	600	0	
56603	MARKETING	0	1,000	1,000	0	
TOTAL OPERATIONAL SUPPORT		599	2,800	2,500	(300)	
UTILITY SERVICES						
56201	COMPUTER HARD & SOFTWARE	1,735	1,817	1,680	(137)	
56202	TELEPHONE	564	564	576	12	
56211	UTILITIES	7,460	10,300	10,300	(0)	
TOTAL UTILITY SERVICES		9,759	12,681	12,556	(125)	
MAINTENANCE SERVICES						
56212	MAINTENANCE	4,496	9,000	6,500	(2,500)	Covid
56216	COMMUNITY CENTER CLEANING	3,351	5,230	5,000	(230)	
TOTAL MAINTENANCE SERVICES		7,847	14,230	11,500	(2,730)	
TOTAL COMMUNITY CENTER		\$ 32,622	\$ 49,497	\$ 43,841	\$ (5,655)	
			51.7%	-11.4%		
			Compared to FY20 Audit	Compared to FY21 Budget		

CITY OF GARDEN RIDGE
FY 2021 AMENDED BUDGET
GENERAL FUND LIBRARY - EXPENDITURES

LIBRARY		FY 2020 AUDIT	FY 2021 BUDGET	FY 2021 AMENDED BUDGET	Variance Budget vs Amended	FY 2021 AMENDED BUDGET NOTES
<u>PERSONNEL SERVICES</u>						
57012	GROSS PAYROLL	66,971	69,705	70,797	1,093	Salary uniformity
57013	OVERTIME	0	0	0	0	
57019	LONGEVITY	116	240	240	0	
57014	FICA	4,160	4,337	4,442	105	
57016	MEDICARE	969	1,014	1,039	25	
57017	SUI	288	405	405	0	
57020	HEALTH/VISION/DENTAL INS	0	7,859	3,273	(4,586)	Unused benefits
57023	LIFE INS	581	611	584	(27)	
57025	RETIREMENT-ER SHARE	3,344	3,476	3,608	131	
TOTAL PERSONNEL SERVICES		76,428	87,646	84,387	(3,259)	
<u>CITY SUPPORT SERVICES</u>						
57215	SPECIAL EVENTS	341	520	1,000	480	
57221	CHILDREN'S ACTIVITIES	2,069	1,500	1,500	0	
TOTAL CITY SUPPORT SERVICES		2,410	2,020	2,500	480	
<u>STAFF SUPPORT</u>						
57200	TRAINING/TRAVEL/SEMINARS	0	100	100	0	
57213	MEMBERSHIP/DUES	441	480	480	0	
TOTAL STAFF SUPPORT		441	580	580	0	
<u>OPERATIONAL SUPPORT</u>						
57214	OFFICE SUPPLIES	1,127	800	800	0	
57216	COMPUTER HARD & SOFTWARE	1,795	3,000	3,000	0	
57218	LIBRARY MATERIALS-BOOKS	1,928	2,000	2,000	0	
57219	POSTAGE	272	310	310	0	
57220	PRINTING	0	100	100	0	
57603	EBOOK EXPENDITURES	1,500	3,000	3,000	0	
TOTAL OPERATIONAL SUPPORT		6,622	9,210	9,210	-	
<u>UTILITY SERVICES</u>						
57202	TELEPHONE	359	396	600	204	
TOTAL UTILITY SERVICES		359	396	600	204	
TOTAL LIBRARY		\$ 86,261	\$ 99,852	\$ 97,277	\$ (2,575)	

15.8% -2.6%

Compared to
FY20 Audit

Compared to
FY21 Budget

RESOLUTION NO. 475-062021

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF GARDEN RIDGE, TEXAS, APPROVING
FISCAL YEAR 2021 WATER COMPANY
OPERATION AND MAINTENANCE FUND
BUDGET AMENDMENT #1 FOR THE PERIOD OF
OCTOBER 1, 2020, THROUGH SEPTEMBER 30,
2021.**

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

The City Council of the City of Garden Ridge, Texas, does hereby approve Fiscal Year 2021 Water Company Operation and Maintenance Fund Budget Amendment #1 for the period of October 1, 2020, through September 30, 2021.

The attached Exhibit A is the detail of the Fiscal Year 2021 Water Company Operation and Maintenance Fund Budget Amendment #1.

PASSED AND APPROVED ON this 2nd day of June, 2021.

Robb Erickson
Mayor

ATTEST:

Marisa Spencer
City Secretary

CITY OF GARDEN RIDGE
FY 2021 AMENDED BUDGET
WATER FUND - SUMMARY

WATER FUND	FY 2020 AUDITED	FY 2021 BUDGET	FY 2021 AMENDED BUDGET	Variance Budget vs Amended
FINANCIAL SUMMARY				
REVENUE SUMMARY				
WATER SALES	1,751,669	1,670,286	1,754,000	83,715
FEES	41,986	33,500	15,500	(18,000)
MISCELLANEOUS	22,739	9,900	9,900	0
FUND CHANGES/TRANSFERS	5,166	0	0	0
TOTAL REVENUES	\$ 1,821,559	\$ 1,713,686	\$ 1,779,400	\$ 65,715
EXPENDITURE SUMMARY				
PERSONNEL SERVICES	383,711	495,844	442,982	(52,862)
PROFESSIONAL SERVICES	318,592	47,000	778,800	731,800
FEES	78,031	78,000	65,550	(12,450)
CITY SUPPORT SERVICES	0	3,800	3,800	0
STAFF SUPPORT	7,973	17,550	13,350	(4,200)
OPERATIONAL SUPPORT	100,155	99,212	98,659	(552)
SUPPLIES	6,197	8,500	8,000	(500)
UTILITY SERVICES	165,805	201,833	200,340	(1,494)
MAINTENANCE SERVICES	56,130	69,700	68,650	(1,050)
OPERATING EQUIPMENT	0	3,289	3,289	0
OTHER COST	18,777	22,391	18,260	(4,131)
DEBT SERVICE	666,102	663,355	663,355	0
FUND CHANGES/TRANSFERS	12,000	1,500	1,500	0
CAPITAL OUTLAY	0	0	0	0
TOTAL EXPENDITURES	\$ 1,813,472	\$ 1,711,974	\$ 2,366,535	\$ 654,561
OVER/UNDER				
	8,087	1,712	(587,135)	
BEGINNING FUND BALANCE				
	1,813,308	1,821,395	1,821,395	
ENDING FUND BALANCE				
	\$ 1,821,395	\$ 1,823,107	\$ 1,234,261	
TOTAL RESTRICTED FUNDS				
	0	0	0	0
UNRESTRICTED FUND BALANCE				
	\$ 1,821,395	\$ 1,823,107	\$ 1,234,261	\$ -
NEXT YEAR DEBT SERVICE				
		\$ 668,841	\$ 668,841	
EXPENDITURES PER MONTH				
		87,385	87,765	
MONTHS OF EXPENDITURES				
		13.2	6.4	

CITY OF GARDEN RIDGE
FY 2021 AMENDED BUDGET
WATER FUND - REVENUE

REVENUES	FY 2020 AUDITED	FY 2021 BUDGET	FY 2021 AMENDED BUDGET	Variance Budget vs Amended	FY 2021 AMENDED BUDGET NOTES
WATER SALES					
40003 WATER SALES	1,751,669	1,670,286	1,754,000	83,715	Est. using 2020 actuals
TOTAL SALES	1,751,669	1,670,286	1,754,000	83,715	
FEES					
40002 METER INSTALLATION FEES	25,175	23,000	7,000	(16,000)	Decrease in building
40004 WATER PENALTIES	12,486	10,000	8,000	(2,000)	Covid - temp. eliminated
40014 EAA REVENUE ACCOUNT	60,755	62,500	62,500	0	
70241 LESS: EAA MGMT FEES	(60,193)	(62,500)	(62,500)	0	
40015 TRINITY GWCD REVENUE	12,026	13,500	13,500	0	
70244 LESS: TRINITY GWCD FEE	(9,247)	(13,500)	(13,500)	0	
40005 NSF CHECK INCOME	983	500	500	0	
TOTAL FEES	41,986	33,500	15,500	(18,000)	
MISCELLANEOUS					
40000 MISC INCOME	1,756	300	300	0	
40008 INTEREST	20,984	9,600	9,600	0	
TOTAL MISCELLANEOUS	22,739	9,900	9,900	0	
FUND CHANGES/TRANSFERS					
40602 TRANSFER FROM TEXPOOL INVEST	5,166	0	0	0	
TOTAL CHANGES/TRANSFERS	5,166	0	0	0	
TOTAL REVENUES	\$ 1,821,559	\$ 1,713,686	\$ 1,779,400	\$ 65,715	
		-5.9%	3.8%		
	Compared to FY20 Audit	Compared to FY21 Budget			

CITY OF GARDEN RIDGE
FY 2021 AMENDED BUDGET
WATER FUND - EXPENDITURES

WATER FUND		FY 2020 AUDITED	FY 2021 BUDGET	FY 2021 AMENDED BUDGET	Variance Budget vs Amended	FY 2021 AMENDED BUDGET NOTES
PERSONNEL SERVICES						
70012	GROSS PAYROLL	284,225	351,954	318,971	(32,983)	Salary uniformity/New & Unfilled positions
70013	OVERTIME	5,777	9,968	12,762	2,794	Covid/Snowstorm
00000	SALARY/WAGE STEP PROGRAM	0	14,393	0	(14,393)	Distributed through PR line items
00000	MAYOR/CITY COUNCIL STIPEND	0	688	688	0	
70014	FICA	16,962	21,252	20,033	(1,219)	
70015	WORKERS COMP INS	5,655	5,937	5,675	(262)	
70016	MEDICARE	3,947	4,970	4,685	(285)	
70017	SUI	736	1,367	1,367	0	
70018	CERTIFICATION	2,608	3,120	3,045	(75)	
70019	LONGEVITY	2,263	3,061	2,702	(359)	
70020	HEALTH/DENTAL/VISION INS	35,110	49,116	43,858	(5,258)	Unfilled positions
70023	LIFE INS	3,537	4,428	4,123	(305)	
70025	RETIREMENT-ER SHARE	22,893	25,590	25,073	(517)	
TOTAL PERSONNEL SERVICES		383,711	495,844	442,982	(52,862)	
PROFESSIONAL SERVICES						
70104	ATTORNEY	3,565	7,000	7,000	0	
70106	ENGINEER	183,779	12,000	12,000	0	
70107	PROFESSIONAL FEES	0	0	18,300	18,300	Water Security Audit
70120	AUDITING FEES	9,375	10,000	10,500	500	
70406	WATER MASTER PLAN UPDATE	6,832	18,000	25,000	7,000	
70411	WASTEWATER FORCE MAIN PROJECT	0	0	25,000	25,000	
70412	AMI SYSTEM PROJECT	115,041	0	650,000	650,000	Council agreed up to \$747k
70413	EMERGENCY MGMT	0	0	6,000	6,000	Snowstorm
70414	WATERLINE RELOCATION 2252	0	0	25,000	25,000	
TOTAL PROFESSIONAL SERVICES		318,592	47,000	778,800	731,800	
FEES						
70160	FRANCHISE FEE TO CITY	66,031	66,000	65,550	(450)	
70311	RENTAL FEES TO GENERAL FUND	12,000	12,000	0	(12,000)	
TOTAL FEES		78,031	78,000	65,550	(12,450)	
CITY SUPPORT SERVICES						
70236	CONTINGENCY	0	3,500	3,500	0	
70242	PUBLIC EDUCATION	0	300	300	0	
TOTAL CITY SUPPORT SERVICES		0	3,800	3,800	0	
STAFF SUPPORT						
70200	TRAINING/TRAVEL/SEMINARS	3,066	9,350	6,350	(3,000)	Trainings cancelled (covid)
70118	UNIFORMS	551	4,500	3,900	(600)	Unfilled positions
70213	MEMBERSHIP/DUES/LICENSES	1,346	1,200	800	(400)	
70225	MISCELLANEOUS	3,011	2,500	2,300	(200)	
TOTAL STAFF SUPPORT		7,973	17,550	13,350	(4,200)	
OPERATIONAL SUPPORT						
70302	GENERAL LIABILITY INS	849	891	805	(86)	
70304	AUTOMOBILE INS	3,627	4,439	4,270	(169)	
70308	E&O LIABILITY INS	1,535	1,612	1,470	(142)	
70310	PROPERTY INS	11,250	11,813	11,425	(388)	
70201	COMPUTER HARD & SOFTWARE	47,643	47,100	48,000	900	CIT Upgrade
00000	SURVEILLANCE CONNECTIVITY	5,050	1,000	500	(500)	
70210	PAYROLL PROCESSING FEES	1,031	1,459	1,360	(99)	
70116	CUSTODIAL/JANITORIAL	2,453	2,280	2,280	0	
70677	CONNECT CITY SERVICE	1,504	1,504	1,504	0	
70204	WEBPAGE	3,080	3,234	3,325	91	
70206	POSTAGE	9,225	9,665	9,505	(160)	
70208	PRINTING	953	2,500	2,500	0	
70226	COPIER/PRINTER LEASE	11,955	11,715	11,715	0	
TOTAL OPERATIONAL SUPPORT		100,155	99,212	98,659	(552)	
SUPPLIES						
70214	ADMINISTRATIVE SUPPLIES	1,083	2,500	2,000	(500)	
70237	CHEMICALS	5,114	6,000	6,000	0	
TOTAL SUPPLIES		6,197	8,500	8,000	(500)	

CITY OF GARDEN RIDGE
FY 2021 AMENDED BUDGET
WATER FUND - EXPENDITURES

WATER FUND	FY 2020 AUDITED	FY 2021 BUDGET	FY 2021 AMENDED BUDGET	Variance Budget vs Amended	FY 2021 AMENDED BUDGET NOTES
UTILITY SERVICES					
70202 TELEPHONE	6,478	7,771	7,340	(431)	
70211 UTILITIES	154,932	185,063	185,000	(63)	
70217 GASOLINE	4,396	9,000	8,000	(1,000)	Reduced driving
TOTAL UTILITY SERVICES	165,805	201,833	200,340	(1,494)	
MAINTENANCE SERVICES					
70203 RADIO REPAIR	0	0	0	0	
70212 EQUIPMENT/MAINTENANCE	4,374	11,500	11,450	(50)	
70220 VEHICLE MAINT/REPAIRS	2,061	7,000	4,000	(3,000)	
70238 PLANT/OPS - MAINT & REPAIRS	49,695	51,200	53,200	2,000	
TOTAL MAINTENANCE SERVICES	56,130	69,700	68,650	(1,050)	
OPERATING EQUIPMENT					
70312 VEHICLE LEASE (TRUCK 3 YR)	0	0	0	0	
70227 INTEREST EXPENSE	0	689	689	0	
70216 EQUIPMENT RENTAL	0	2,600	2,600	0	
TOTAL OPERATING EQUIPMENT	0	3,289	3,289	0	
OTHER COST					
70240 TCEQ REQUIRED TESTING	9,586	13,200	13,200	0	
70401 WATER ACQUISITION LEASES	9,191	9,191	5,060	(4,131)	Terminated Water Leases
TOTAL OTHER COST	18,777	22,391	18,260	(4,131)	
DEBT SERVICE					
70803 TRANSFER TO DEBT SVC	442,485	451,900	451,900	0	
70227 INTEREST ON DEBT SVC	223,617	211,455	211,455	0	
TOTAL DEBT SERVICE	666,102	663,355	663,355	0	
FUND CHANGES/TRANSFERS					
70801 BAD DEBT	12,000	1,500	1,500	0	
TOTAL FUND CHANGES/TRANSFERS	12,000	1,500	1,500	0	
TOTAL CAPITAL OUTLAY	0	0	0	0	
TOTAL WATER COMPANY	\$ 1,813,472	\$ 1,711,974	\$ 2,366,535	\$ 654,561	

-5.6% 38.2%

Compared to FY20 Audit	Compared to FY21 Budget
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Future Agenda Items

City Council

June 2, 2021, Regular Meeting

14 days before Meeting	(05/19/2021)	City Council and Staff items are due.
9 days before Meeting	(05/24/2021)	City Administrator and Mayor review agenda. Mayor sets the agenda. City Attorney is sent agenda.
6 days before Meeting	(05/27/2021)	Post agenda on bulletin board. City Council receives packet (allowing a day for corrections/ request additional information be added)
5 days before Meeting	(05/28/2021)	Post agenda packet to City Website.
Meeting Day	(06/02/2021)	Mayor and City Administrator meet with Department Heads Wednesday @ 10 a.m.

City Council = Red
 Planning & Zoning = Green
 Water Commission = Blue
 Quarry Commission = Purple
 Wildlife Management Advisory Commission = Brown
 Municipal Court = Gray

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

July 7, 2021, Regular Meeting

14 days before Meeting	(06/24/2021)	City Council and Staff items are due.
9 days before Meeting	(06/28/2021)	City Administrator and Mayor review agenda. Mayor sets the agenda. City Attorney is sent agenda.
6 days before Meeting	(07/01/2021)	Post agenda on bulletin board. City Council receives packet (allowing a day for corrections/ request additional information be added)
5 days before Meeting	(07/02/2021)	Post agenda packet to City Website.
Meeting Day	(07/07/2021)	Mayor and City Administrator meet with Department Heads Wednesday @ 10 a.m.

City Council = Red
 Planning & Zoning = Green
 Water Commission = Blue
 Quarry Commission = Purple
 Wildlife Management Advisory Commission = Brown
 City Holiday = Orange
 Municipal Court = Gray
 Events = Yellow (4th of July Event)

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

PENDING FUTURE AGENDA ITEMS

1. Design on Water Tanks at Well Site 9 and 10/Retainer Wall of City Hall...**McCaw**
2. Monitoring Wells in the City of Garden Ridge...**Arvidson**
3. Update on City-funded monument for Paul Davis Park... **Bower**
4. Ethics Ordinance ... **8-30-17 City Council motion**
5. Website and Social Media Policy