



City of Garden Ridge

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

AGENDA

REGULAR CITY COUNCIL MEETING, OCTOBER 1, 2014 AT 6:00 P.M.

The Garden Ridge City Council will meet in a regular session on Wednesday, October 1, 2014 at 6:00 p.m. in the City Council Chambers, 9400 Municipal Parkway, Garden Ridge, Texas. This is an open meeting, open to the public, subject to the Open Meetings Law of the State of Texas, and as required by law, notice is hereby posted on September 26, 2014 before 5:00 p.m., providing time, place, date and agenda thereof. The meeting facility is wheelchair accessible and accessible parking spaces are provided. Requests for accommodations or interpretative services must be made 48 hours prior to this meeting.

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

Rules for Citizen's Participation:

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

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

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

5. Special Presentations

Domestic Violence Awareness Month Proclamation

6. Consent Agenda

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

- a) Approval of September 3, 2014 Regular City Council Meeting Minutes
- b) Approval of September 11, 2014 Special City Council Meeting Minutes
- c) Approve uncontested recommendation of separation of Felipe Lopez from the Garden Ridge Police Department effective September 16, 2014
- d) Resolution 347-102014 designating the official newspaper for the City of Garden Ridge
- e) Financial Statement and Investment Report – August 31, 2014

ACTION ON THE CONSENT AGENDA

7. Business Items

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

- a) Presentation by CPS Energy:
 - i. Reliability
 - ii. Upgrades and future projects
 - iii. F.M. 2252/F.M. 3009 intersection
- b) Presentation by Alamo Regional Transit-Alamo Area Council of Governments concerning ridership within Garden Ridge with request for matching funds and Interlocal Agreement between the City of Garden Ridge and Alamo Area Council of Governments for participation in the ridership program
- c) Update on deer management program in the City of Garden Ridge
- d) City Engineer Projects Update:
 - i. CIP Project:
 - a. Status report

- ii. Update on proposed sewer system within Garden Ridge city limits along F.M. 2252
- e) Planning and Zoning Commission Recommendations and Possible Action to City Council:
 - i. Preliminary Plat for Nacogdoches Loop Subdivision (Winco)
- f) Water Commission Recommendations and Possible Action:
 - i. Petition by Mr. and Mrs. James E. Young, 21329 Forest Waters Circle for a waiver of three fourths of their August 2014 water bill due to a malfunctioning toilet
 - ii. Petition by the City of Garden Ridge for a variance to be allowed to water a city drainage easement through property owned by Carmen Morales located at 20325 Grass Creek to reestablish lawn/landscape disturbed by the CIP Project and variance being requested for a period of 60 days
- g) Quarry Commission Recommendations and Possible Action:
 - i. Reappointment of Johnell Holly and Jim Morgan as Quarry Commissioners for two year terms expiring September 30, 2016
 - ii. Re-establishment of dust monitor to be placed at the Cain residence, 9967 Trophy Oaks Dr., with review of results and need for continuance of dust monitor every three (3) months
- h) Update on pumping and static levels of the Trinity well #1
- i) Update on reopening of Trinity well #2
- j) Report on proposed legislation on formation of a Ground Water Conservation District in Comal County to include possible recommendations on proposed legislation
- k) Guidance to City staff on development of policy on allowable and non-allowable inclusions in the city's monthly Grapevine and utility billing inserts
- l) Any item removed from the consent agenda will be recalled for discussion and possible action at this time

8. State of the City

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

- a) City Administrator Monthly Activity Report
 - Sign approvals since prior Council meeting
 - Community Center usage and financial report

- Building Permits issued to date for residential, commercial and minor
- Construction projects
- Recognition of employees and/or city events

- b) Water Manager Monthly Activity Report
 - Water pumping/usage from city wells
 - Water system infrastructure maintenance, repairs and/or projects
 - Water and/or Drought Management
- c) Public Works Monthly Activity Report
 - Street and Right-Of-Way Maintenance
 - Drainage Facility and Easement Maintenance
 - Park and City Facility/Property Maintenance
 - Animal Control (domestic and wild)
 - Public Works Projects
- d) Police Department Monthly Activity Report
 - Traffic Enforcement
 - Criminal activity within city
 - Code Compliance Enforcement

9. Citizen's Participation – Limit remarks to three (3) minutes per citizen
See “Rules for Citizen’s Participation” under Item 4.

10. Reports and Comments from Mayor and City Councilmembers

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

Northeast Partnership
 Schertz-Seguin Local Government Corporation (“SSLGC”)
 Cibolo Valley Local Government Corporation (“CVLGC”)
 City Water Commission
 City Quarry Commission
 City Planning & Zoning Commission
 Garden Ridge Police Academy Alumni Association
 Citizen on Patrol
 Garden Ridge Lion’s Club
 Comal County
 Comal ISD
 Guadalupe County
 Bexar County
 San Antonio – Bexar County Metropolitan Planning Organization (“MPO”)
 TXDOT
 Crescent Hills Subdivision Proposal (on FM 3009)
 Joint Base Land Use Study-Randolph

11. Executive Session

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

Pursuant to Texas Government Code 552.074, for personnel matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of: Chief of Police

12 Business Items (continued)

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

13 Adjournment

AGENDA NOTICES:

Decorum Required:

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

Action by Council Authorized:

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

Executive Sessions Authorized:

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

Attendance By Other Elected or Appointed Officials:

It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is

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



Shelley Goodwin, TRMC
City Secretary

This is to certify that I, Shelley Goodwin, posted this Agenda at 2:30p.m. on September 26, 2014 on the bulletin board located at the entrance to the Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas.



Shelley Goodwin, TRMC
City Secretary

PROCLAMATION

DOMESTIC VIOLENCE AWARENESS MONTH

Whereas: In October 1987, the first Domestic Violence Month was observed. That same year marks the initiation of the first national domestic violence toll-free hotline. In 1989 U.S. Congress passed Public Law designating October as National Domestic Violence Awareness Month; and

Whereas: Domestic Violence is a pattern of assaultive and coercive behaviors, including physical, psychological, sexual, social isolation, stalking, and economic abuse that individuals use to maintain power and control over their intimate partners; and

Whereas: the crime of domestic violence violates an individual's dignity, safety, and basic human rights; and

Whereas: Domestic Violence is the single largest cause of injury and homicide in women; and

Whereas: Children who are exposed to domestic violence experience feelings of terror, isolation, guilt, helplessness, and grief. They have a higher risk of engaging in criminal behavior, substance abuse and becoming victims of crime in the community; and

Whereas: Teen Dating Violence is becoming more prevalent in our society and we must seek measures to better educate our youth with healthy morals and relationships.

Whereas: Domestic violence crosses all ethnic, racial, sexual preference, economic, age educational and religious lines; and

Whereas: It is incumbent on every citizen to aid and assist those suffering from domestic abuse and let victims know that support is available;

Whereas: The Crisis Center of Comal County, Garden Ridge Police Department, the Judicial System, and the medical community throughout the City of Garden Ridge are working together to develop solutions to this serious social problem and to implement effective services that will improve our responses and put an end to Domestic Violence.

Therefore, Be it Resolved that the City of Garden Ridge proclaims the month of October 2014 as Domestic Violence Awareness Month.

IN WITNESS WHEREOF, I have here unto set my hand causing the seal of the City of Garden Ridge to be affirmed on this 1st day of October 2014.



A handwritten signature in cursive script that reads "Nadine L. Knaus".

Nadine L. Knaus
Mayor Pro tem



City of Garden Ridge

9400 Municipal Parkway
Garden Ridge, Texas 78266-2600
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MINUTES OF CITY COUNCIL REGULAR MEETING, SEPTEMBER 3, 2014

Members Present:

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

Member Absent:

Mayor Andrew Dalton (excused absence due to health reasons)

City Staff Present:

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

Commission Chairs Present:

Jim Bowers, Water Commission

1. Call to Order

With a quorum of the City Council Members present, Mayor Pro-Tem Knaus called the regular meeting of the Garden Ridge City Council to order at 6:01 p.m. on Wednesday, September 3, 2014, in the City Council Chambers of the Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas 78266.

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

Nancy Cain, City Administrator, read the rules for citizen participation.

Rudy Hanzelka, 8748 Garden Ridge Dr. spoke regarding concerns with the CIP Project and the curb approach at his residence. He also submitted a petition that 22 out of 26 of his neighbor have signed regarding 42" long curb on top of the driveway approach.

Jacob Scherer, 21303 FM 2252 announced that Hanson Quarry will be holding an Open House on October 25, 2014 and encouraged residents to attend.

Ed Ford, 21360 Gunther Grove, stated he has some concerns with the past blast reports not being posted on the city website. He also stated he has some concerns with the removal of the Dust Monitor since there is a requirement in the current blasting Ordinance. He also encouraged the City Council to adopt an Ordinance prohibiting asphalt plants in the City or ETJ.

Gorden McGraty, 8465 Park Lane Dr., stated he loves the deer, but recognizes there is a deer population problem within Garden Ridge.

3. Consent Agenda

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- a) Approval of August 5, 2014 Special City Council Meeting Minutes**
- b) Approval of August 6, 2014 Regular City Council Meeting Minutes**
- c) Resignation of Deirdre Bonner as Administrative Assistant effective August 29, 2014**
- d) Financial Statement and Investment Report – July 31, 2014**

Motion: A motion was made by Councilmember Roberts, seconded by Councilmember Lantzy, to approve the Consent Agenda. The City Council voted five (5) for and none (0). The motion carried unanimously.

4. Business Items

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

- a) Presentation by Texas Parks and Wildlife Biologist for Comal County on Deer Management**

Councilmember Arvidson introduced Elizabeth Bates, Wildlife Biologist for Texas Parks and Wildlife. She provided a PowerPoint on White-tail Deer Biology and Urban Management (see attached PowerPoint).

- b) Update deer management program in the City of Garden Ridge**

The City Council discussed the different options to managing a deer population.

The City Council agreed to have Councilmember Arvidson and his committee to proceed with reviewing Ordinance 83-112003, and bring back suggestions to the City Council for deer management options.

c) The City Council will conduct a public hearing on the proposed 2014 Tax Rate of \$.2757 for the City of Garden Ridge

Mayor Pro Tem Knaus opened the public hearing at 6:42pm and asked if anyone wished to speak.

Nancy Cain, City Administrator, provided a PowerPoint of the 2014 Tax Rate.

No one wished to speak, so Mayor Pro Tem Knaus closed the public hearing at 6:46pm.

d) Announce the date, time and place of the vote on the proposed 2014 Tax Rate of \$.2757 for the City of Garden Ridge (September 11, 2014, 6 p.m., City Council Chambers, 9400 Municipal Parkway)

Nancy Cain, City Administrator announced September 11, 2014 is scheduled for adoption of the proposed budget and tax rate at 6:00pm in the City Council Chambers.

e) City Engineer Projects Update:

i. CIP Project:

a. Status report

Garry Montgomery, River City Engineer, provided a PowerPoint regarding the CIP Project (see attached PowerPoint).

The City Council discussed the timeline of the contract, curbing, and headwalls. They agreed to remain with the current plan approved for a 42" concrete headwall with a 3" asphalt lift on driveways.

ii. Update on proposed sewer system within Garden Ridge city limits along F.M. 2252

Garry Montgomery, River City Engineer, provided an update regarding funding options for the proposed sewer system.

The City Council discussed the funding options. They also provided direction to bring back a complete presentation of the maintenance and operating cost and proposed contract with CCMA.

f) Request by Bexar Waste to amend Ordinance 143-082012, Section 3, Term of Contract, for a contract extension of five (5) years beyond March 31, 2018 extending contract termination date to March 31, 2023 with successive one year contract extension thereafter

Nancy Cain, City Administrator stated Bexar Waste is requesting an amendment to Ordinance 143-082012 that authorizes the Solid Waste and Recycling Services agreement. She stated currently the contract expires March 31, 2018 and Bexar Waste is asking for a five year extension beyond the 2018 termination date. She stated with the extension Bexar Waste will be able to purchase new equipment and show their financial institution that they have the ability to

repay the loan. She further stated with the extension Bexar Waste will leave the 2014 rates in place through 2016.

Henry Gutierrez, owner of Bexar Waste, stated the Bexar Waste has provided service for the City and the residents of Garden Ridge for several years. He stated the extension of the contract will allow Bexar Waste the ability to purchase additional equipment, so they can continue to provide great service.

Motion: A motion was made by Councilmember Roberts, seconded by Councilmember McCaw, to approve the amendment of Ordinance 143-082012, Section 3, Term of Contract, for a contract extension of five (5) years beyond March 31, 2018 extending contract termination date to March 31, 2023 with successive one year contract extension thereafter. The City Council voted five (5) for and none (0). The motion carried unanimously.

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

- i. The City Council will conduct a public hearing on, and then consider action on the Planning and Zoning Commission recommendation regarding a petition by Gary A. Mallett, 21401 Fairview Circle, for variances to Ordinance 13-122008, Section 8, General Provisions, 8.4., Fences, Walls and Plants, for a wooden split rail fence over two (2) feet in height constructed forward of the front plane of the residence and further located within the right-of-way:**
 - a. 8.44 – Fences shall not be within or across a City owned right-of-way, drainage channel or waterway.**
 - b. 8.4.11 – Fences over two (2) feet high and forward of the front plane of the residence shall be metal (sheet metal is prohibited) with metal, brick, rock or cement masonry, columns or support structure matching that of the main structure.**

Sam Stocks, Planning and Zoning Commission Chair, reported the Planning and Zoning Commission received a petition from Gary Mallett for a fence variance. He stated a public hearing was held and the Commission voted unanimously to deny the request.

Mayor Pro Tem Knaus opened the public hearing at 7:17pm and asked if anyone wished to speak.

Gary Mallett, 21401 Fairview Circle, reported he built a decorative split rail fence in his front yard. The fence was built in the easement because it looked best and is willing to unassemble it if work needs to be done in the easement.

Jam Hamm, 21400 Fairview Circle, stated he originally wrote a letter in support of the fence in hopes to keep peace, but the more he thought about it the more he was opposed to the fence and then wrote the letter in opposition. He feels the fence should be removed.

No one else wished to speak, so Mayor Pro Tem Knaus closed the public hearing at 7:25pm.

The City Council discussed the right-of-way, the appearance of the fence and the Ordinance requirements.

Motion: A motion was made by Councilmember Roberts, seconded by Councilmember Arvidson, to deny the petition by Gary A. Mallett, 21401 Fairview Circle, for variances to Ordinance 13-122008, Section 8, General Provisions, 8.4., Fences, Walls and Plants, for a wooden split rail fence over two (2) feet in height constructed forward of the front plane of the residence and further located within the right-of-way:

8.44 – Fences shall not be within or across a City owned right-of-way, drainage channel or waterway.

8.4.11 – Fences over two (2) feet high and forward of the front plane of the residence shall be metal (sheet metal is prohibited) with metal, brick, rock or cement masonry, columns or support structure matching that of the main structure.

The City Council voted five (5) for and none (0). The motion carried unanimously.

ii. Request from Forest Waters Neighborhood Association for an entry sign for Forest Waters subdivision at Sumac Cove that is 58 inches x 58 inches in size

Sam Stocks, Planning and Zoning Commission Chair, reported the Planning and Zoning Commission received a request from Forest Water Neighborhood Association regarding a entry sign for the subdivision. He stated the entry sign would be a 58"x58" and located at Sumac Cove. He stated since Forest Water subdivision already has entry signs, the Commission held two votes. The first vote was for an additional sign for Forest Waters at Sumac Cove, which the Commission voted four (4) for, two (2) opposed, motion passed. The second vote was to disapprove the materials purposed and approve the materials used on the other Forest Water signs and to follow the sign ordinance, which the Commission voted five (5) for, one (1) opposed, the motion passed.

The City Council discussed the additional sign and location, they also discussed the proposed materials for the sign.

Motion: A motion was made by Councilmember McCaw, and seconded by Councilmember Roberts, to approve of an additional entry sign for Forest Waters subdivision at Sumac Cove with the condition that the new sign must match the material of other Forest Waters signs. The City Council voted four (4) for, one (1) (Knaus) opposed. The motion passed.

iii. Request from the Waters Church for placement of a directional sign on the east side of the intersection of F.M. 3009 and Schoenthal Road

Nancy Cain, City Administrator, announced that Waters Church has withdrawn their directional sign request.

- iv. **Request from Bracken United Methodist Church for placement of temporary signs advertising their Pumpkin Patch event for a period of 41 days (September 21 through October 31, 2014) within the Garden Ridge city limits at the locations of the northeast corner of FM 2252 and FM 3009 and at 19831 FM 2252**

Sam Stocks, Planning and Zoning Commission Chair, reported the Planning and Zoning Commission received a request from Bracken United Methodist Church for the placement of a temporary sign for 41 days. He stated the sign would be used the advertising their annual Pumpkin Patch event. He stated normally a temporary sign request is for 30 days and would be approved by the City Administrator, but this request is for 41 days.

Motion: A motion was made by Councilmember Roberts, and seconded by Councilmember Arvidson, to approve a request from Bracken United Methodist Church for placement of temporary signs advertising their Pumpkin Patch event for a period of 41 days (September 21 through October 31, 2014) within the Garden Ridge city limits at the locations of the northeast corner of FM 2252 and FM 3009 and at 19831 FM 2252. The City Council voted five (5) for, none (0) opposed. The motion passed unanimously.

- i. **Reappointment of Planning and Zoning Commissioners Place 2 – Kay Bower, Place 3 – Sam Stocks and Place 7 – Kitty Owen for a two year term of office expiring September 30, 2016**

Sam Stocks, Planning and Zoning Commission Chair, reported the Planning and Zoning Commission voted unanimously to recommend to City Council the reappointment of Planning and Zoning Commissioners Place 2 – Kay Bower, Place 3 – Sam Stocks and Place 7 – Kitty Owen for a two year term of office expiring September 30, 2016.

Motion: A motion was made by Councilmember Arvidson, and seconded by Councilmember Roberts, to approve the reappointment of Planning and Zoning Commissioners Place 2 – Kay Bower, Place 3 – Sam Stocks and Place 7 – Kitty Owen for a two year term of office expiring September 30, 2016. The City Council voted five (5) for, none (0) opposed. The motion passed unanimously.

h) Water Commission Recommendations and Possible Action:

- i. **Petition by the City of Garden Ridge for a variance to be allowed to water a city drainage easement through property owned by Carmen Morales located at 20325 Grass Creek to reestablish lawn/landscape disturbed by the CIP Project and variance being requested for a period of 60 days**

Nancy Cain, City Administrator, reported the Water Commission approved a variance request from the City of Garden Ridge with unanimous vote. The variance was requested to water to

reestablish lawn and landscaping that was disturbed during the necessary work on CIP drainage. She stated the drainage was obtained from Carmen Morales and the reestablishment of the lawn and landscaping is part of the easement agreement.

The City Council discussed the use of the water and delaying the project until the fall or winter time.

Motion to Table (postpone): A motion was made by Councilmember Roberts, and seconded by Councilmember McCaw, to table the approval of the petition by the City of Garden Ridge for a variance to be allowed to water a city drainage easement through property owned by Carmen Morales located at 20325 Grass Creek to reestablish lawn/landscape disturbed by the CIP Project and variance being requested for a period of 60 days. The City Council voted five (5) for, none (0) opposed. The motion passed unanimously.

ii. Lease of three acre feet of Edwards Water Rights from Lloyd Lohman at \$138.50 per acre foot for a term of three years

Nancy Cain, City Administrator, reported the Water Commission unanimously approved the lease of three acre feet of Edwards Water rights from Lloyd Lohman. She stated the lease would be for \$138.50 per acre foot annually for a lease term of three years.

Motion: A motion was made by Councilmember Lantzy, and seconded by Councilmember Roberts, to approval the lease of three acre feet of Edwards Water rights from Lloyd Lohman at \$138.50 per acre foot for a term of three years. The City Council voted five (5) for, none (0) opposed. The motion passed unanimously.

iii. Reappointment of City Water Commissioners for Place 1 – Jim Kohl, Place 3 – Patricia Ramirez and Place 4 – Ray Pitzen for a two year term of office expiring September 30, 2016

Nancy Cain, City Administrator reported the Water Commission unanimously voted for the reappointment of Water Commissioners for Place 1 – Jim Kohl, Place 3 – Patricia Ramirez and Place 4 – Ray Pitzen for a two year term of office expiring September 30, 2016.

Motion: A motion was made by Councilmember Lantzy, and seconded by Councilmember Roberts, to approve the reappointment of City Water Commissioners for Place 1 – Jim Kohl, Place 3 – Patricia Ramirez and Place 4 – Ray Pitzen for a two year term of office expiring September 30, 2016. The City Council voted five (5) for, none (0) opposed. The motion passed unanimously.

h) Quarry Commission Recommendations and Possible Action:

- i. Appointment of Jerry Barucky as Quarry Commissioner to fill the unexpired term of office of Jerry Warden through September 30, 2014 due to his resignation and the two year term of office expiring September 30, 2016**

Larry Blades, Quarry Commission Chair, reported the Quarry Commission voted unanimously for the appointment of Jerry Barucky. He stated with the resignation of Jerry Warden, a vacancy was created.

Motion: A motion was made by Councilmember Roberts, and seconded by Councilmember Lantzy, to approve the appointment of Jerry Barucky as Quarry Commissioner to fill the unexpired term of office of Jerry Warden through September 30, 2014 due to his resignation and the two year term of office expiring September 30, 2016. The City Council voted five (5) for, none (0) opposed. The motion passed unanimously.

h) Status report on proposed legislation on formation of a Ground Water Conservation District in Comal County

Mayor Pro Tem Knaus reported Water Commissioner Bower has been working with County Commissioner Scott Haag on proposed legislation regarding the Ground Water Conservation District for Comal County. She reported the proposed legislation will soon be sent to State Senator Donna Campbell and State Representative Doug Miller for support.

i) Water Study Group report and recommendations on long and short term water supply needs for the City of Garden Ridge

Robert Balch, Water Study Group provided a PowerPoint presentation regarding the search for additional water for Garden Ridge (see attached PowerPoint).

The City Council discussed the perforation of the casing to access the upper Trinity through the abandoned well and the possible cost.

Motion: A motion was made by Councilmember Roberts, and seconded by Councilmember McCaw, to authorize the City Administrator and Mayor Pro Tem to move forward with the perforating and testing of the abandoned well at the old City Hall not to exceed \$50,000. The City Council voted five (5) for, none (0) opposed. The motion passed unanimously.

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

No items were pulled from the Consent Agenda.

5. State of the City

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

- a) City Administrator Monthly Activity Report**
- Sign approvals since prior Council meeting
 - Community Center usage and financial report
 - Building Permits issued to date for residential, commercial and minor
 - Construction projects
 - Recognition of employees and/or city events

Nancy Cain, City Administrator reported:

Sign approvals since the last Council meetings-

- Lions Club for Fish Fry, Bar-B-Que & Auction banner

Community Center usage and financial report-

- Booked 2 new events

Building Permits-

- Major Permits and Minor Permits which total revenue for the month is \$9,395.20 and \$130,968.06 for the year.

Recognition of employees and/or events.

- Thank you from Kim Ryan, Community Center Manager, to the Water and Public Works Departments for painting the Community Center
- Thank you from Mr. & Mrs. Langthoep for Royce Goddard, Water Manger for his presentation to Forest Waters
- Thanked the GRCPAAA and City Staff for their work on the retirement party of Police Chief Donna O'Conner

c) Water Manager Monthly Activity Report

- **Water pumping/usage from city wells**
- **Water system infrastructure maintenance, repairs and/or projects**
- **Water and/or Drought Management**

Royce Goddard, Water Manager, reported:

- August– 27.45 total acre feet from the Trinity Well was pumped and 49.36 pumped from Edwards Wells. For the year 263.20 total acre feet from the Edwards Well have been used and 380.35 total acre feet from the Trinity Well have been used.
- Water system infrastructure maintenance, repairs and/projects- 2 new meters were installed, 6 meters replaced, 3 new service line installations, and 1 leak adjustment.

d) Public Works Monthly Activity Report

- **Street and Right-Of-Way Maintenance**
- **Drainage Facility and Easement Maintenance**
- **Park and City Facility/Property Maintenance**
- **Animal Control (domestic and wild)**
- **Public Works Projects**

Steven Steinmetz, Public Works Director, reported:

Street and Right-Of-Way Maintenance - 8 right-of-ways mowed

Drainage Facility and Easement Maintenance -3 drainages cleaned and mowed

Animal Control apprehensions, nuisance/complaints, animal bites - apprehended 7 dogs and 13 cats for the month, which totals 62 dogs and 66 cats for the year

e) Police Department Monthly Activity Report

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

Ron Eberhardt, Interim Police Chief, reported in August the Police Department received 131 total calls, of which 14 were code compliance violations, and reported that several officers and Corporals received training this month. He announced National Night Out will be held October 7th from 7pm to 9pm at the Jay F. Feibelman Community Center.

**6. Citizen's Participation – Limit remarks to three (3) minutes per citizen
See “Rules for Citizen’s Participation” under Item 4.**

Richard White spoke regarding the appointments and reappointments of Commission members. He feels the appointments should have term limits, be open to the public and approved by City Council only.

Kay Bower spoke regarding the two gas leaks in one week in the CIP Project area. She also thanked Bexar Waste for picking up trash in that area with the construction going on. She suggested the Deer Management Presentation be part of the National Night Out activities.

Tracy Blackwell suggested FM 3009 be mowed and the entrance of City Hall be watered. She volunteered her oldest son to help with the Deer Management Committee.

7. Reports and Comments from Mayor and City Councilmembers

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

**Northeast Partnership
Schertz-Seguin Local Government Corporation (“SSLGC”)
Cibolo Valley Local Government Corporation (“CVLGC”)
City Water Commission
City Quarry Commission
City Planning & Zoning Commission
Garden Ridge Police Academy Alumni Association
Citizen on Patrol
Garden Ridge Lion’s Club
Comal County
Comal ISD
Guadalupe County
Bexar County
San Antonio – Bexar County Metropolitan Planning Organization (“MPO”)
TXDOT
Crescent Hills Subdivision Proposal (on FM 3009)
Joint Base Land Use Study-Randolph**

Councilmember Roberts thanked everyone for their attendance at the retirement party for Chief O’Conner.

Councilmember Arvidson stated he attended the CISD Board Meeting and it looks like they are planning to have another Bond Election during the May Election. He stated the proposed bond will include a Middle School in the Garden Ridge area.

Councilmember Lantzy stated while the City is in Water Restriction Stages 3 or 4, he is not an advocate to grant water variances.

Councilmember McCaw thanked the City Staff for the permit article in the Grapevine. He also congratulated Mayor Pro Tem for her appointment as the Northeast Partnership Treasurer's position.

Mayor Pro Tem Knaus stated she provided a written summary of all the meetings she attended during July (see attached report).

8. Adjournment

There being no further business, the Wednesday, September 11, 2014 Garden Ridge City Council regular meeting was adjourned at 8:45 pm by Mayor Pro Tem Knaus.

Nadine L. Knaus
Mayor Pro Tem

ATTEST

Shelley Goodwin, TRMC
City Secretary

**SIGN IN TO SPEAK AT THE SEPTEMBER 3, 2014
CITY COUNCIL REGULAR MEETING
CITIZEN COMMENT PERIOD**

Rules for Citizen's Participation:

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

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

Disclaimer:

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

	NAME	ADDRESS	SUBJECT
1.	RUBY HAZELIN	8798 GARDNER RIVER DR	APPROX / PROPERTY
2.	SACOB SEHERA	21303 FM 2352	Quarry Open House
3.	Ed Ford	21340 Girdler Trce	Quarry
4.			
5.			
6.			
7.			
8.			
9.			
10.			

**SIGN IN TO SPEAK AT THE SEPTEMBER 3, 2014
CITY COUNCIL REGULAR MEETING
CITIZEN COMMENT PERIOD**

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NAME

ROB McGRATH

ADDRESS

8465 PARK LAKE DR

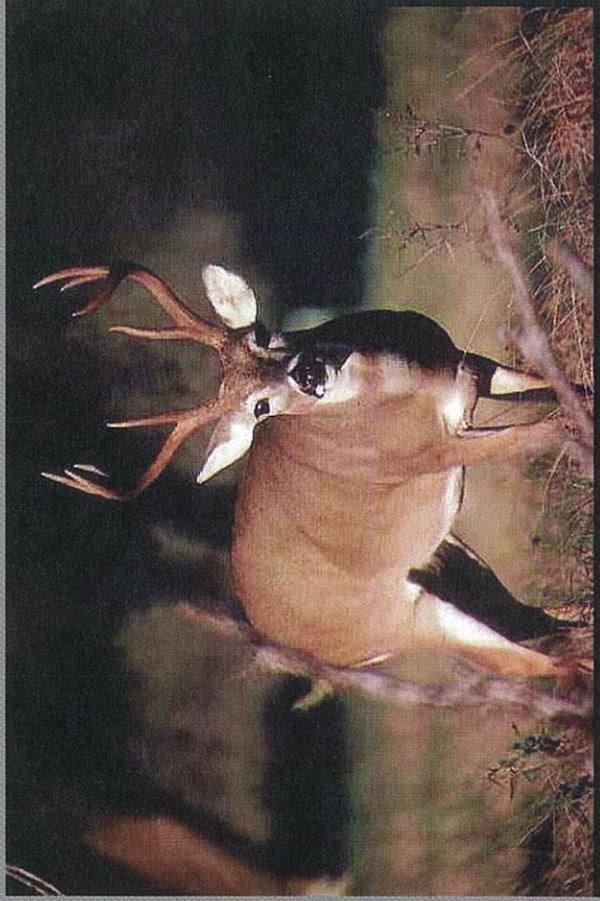
SUBJECT

Deer Population

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

White-Tailed Deer Biology and Urban Management

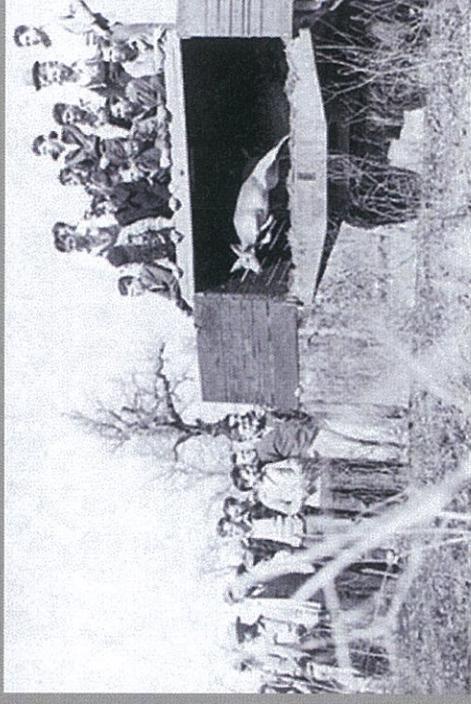
Elizabeth Bates
Wildlife Biologist



TEXAS
PARKS &
WILDLIFE

History

- Overhunted
 - Low populations by the end of the 19th century
- Protective measures by the beginning of the 20th century
 - Closed season, bag limits
 - Hunting Licenses
 - Game Wardens
 - Trapping & restocking



Present Day

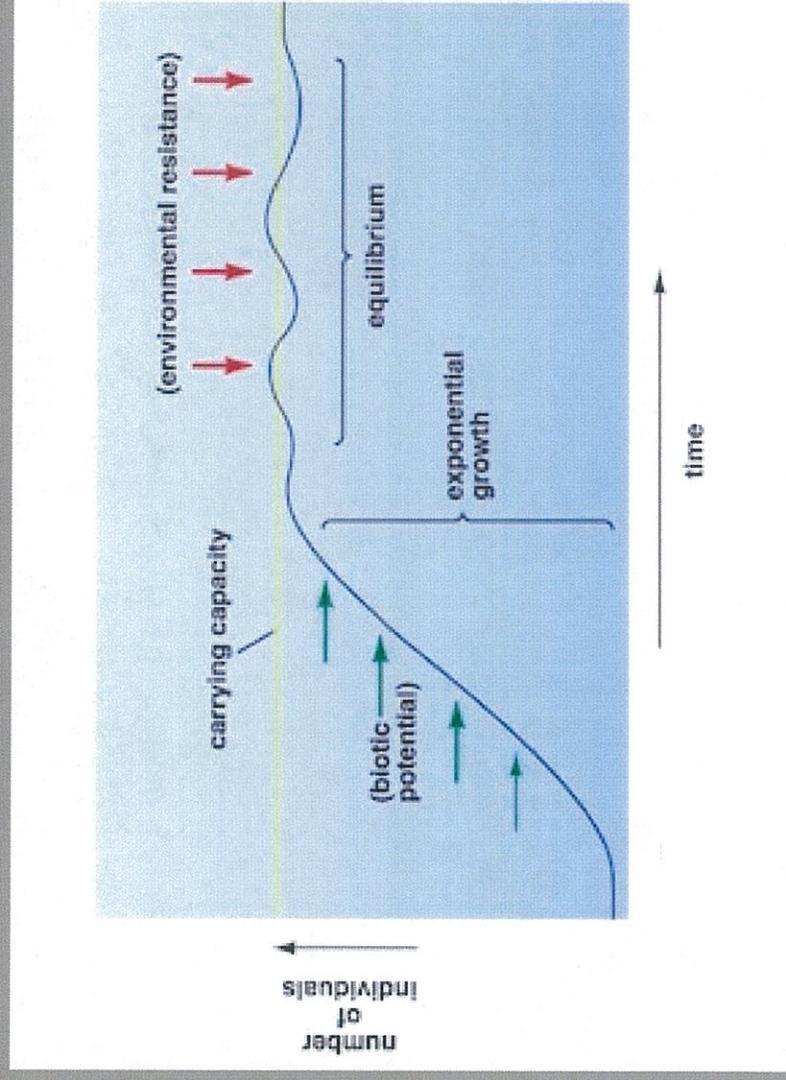
- Most numerous big game animal
- Most popular species of wildlife
- Important recreationally and economically



White-tailed Deer Biology

- **Biological Carrying Capacity (BCC)**
 - Maximum # of individuals the habitat can support without the habitat being damaged.
 - Reproduction decreases as population approaches BCC.
 - Mortality increases as population exceeds BCC.

Biological Carrying Capacity



White-tailed Deer Biology

- Cultural Carrying Capacity
 - Maximum # of individuals society will accept in a given area



White-tailed Deer Biology

• Food Habits

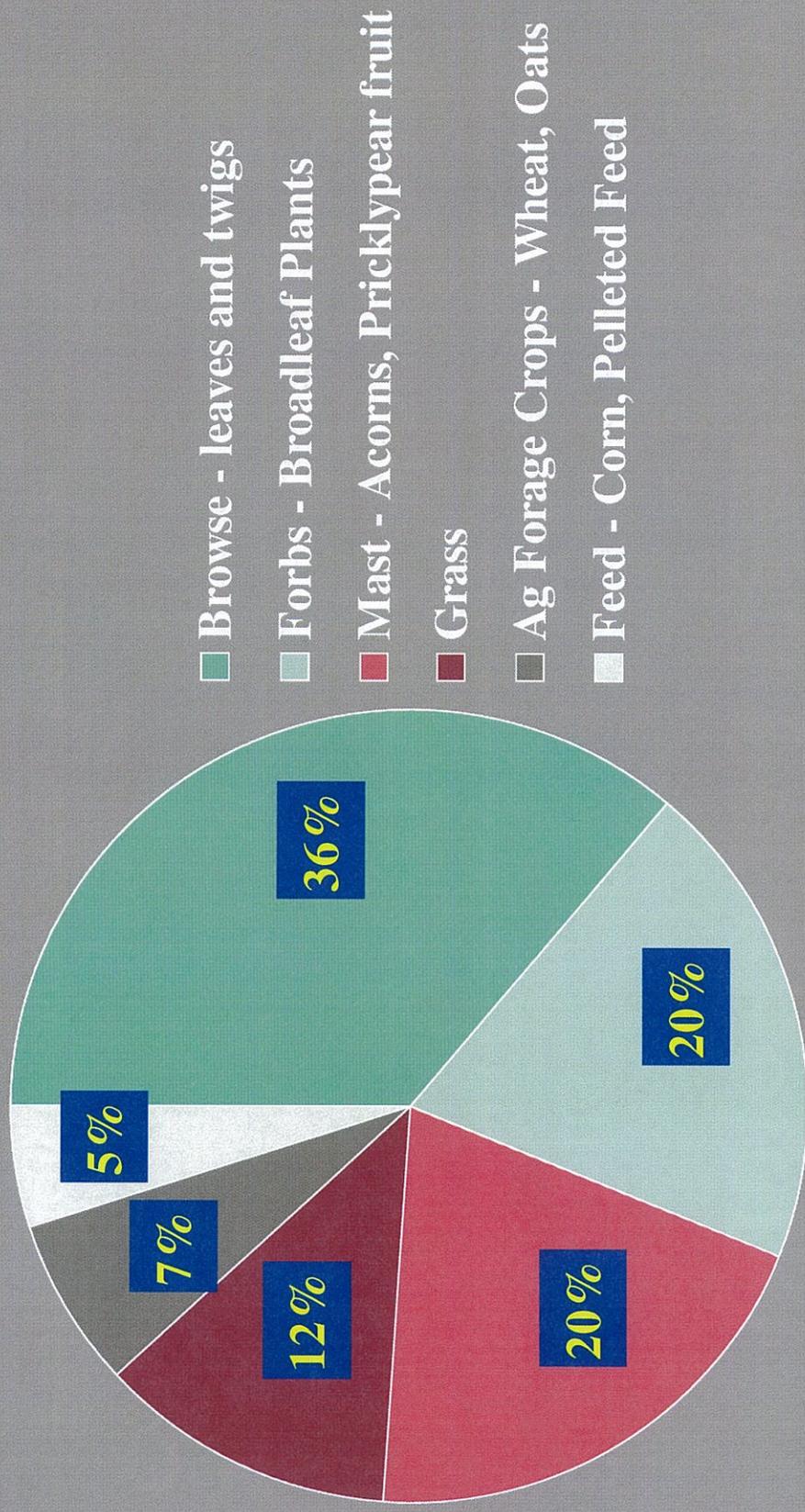
- High protein (12%)
- Forbs (broad-leaved plants) and browse (woody plants)

• Water

• Cover

- Protection (dense cover nearby)
- Fawning (mid-tall grassy areas)

Forage Classes used by WT Deer



White-tailed Deer Biology

- Reproduction
 - Oct. - Jan. (peak in Nov.)
 - Twins
- Edwards Plateau Population
 - Trend shows population increasing over the last 30 years



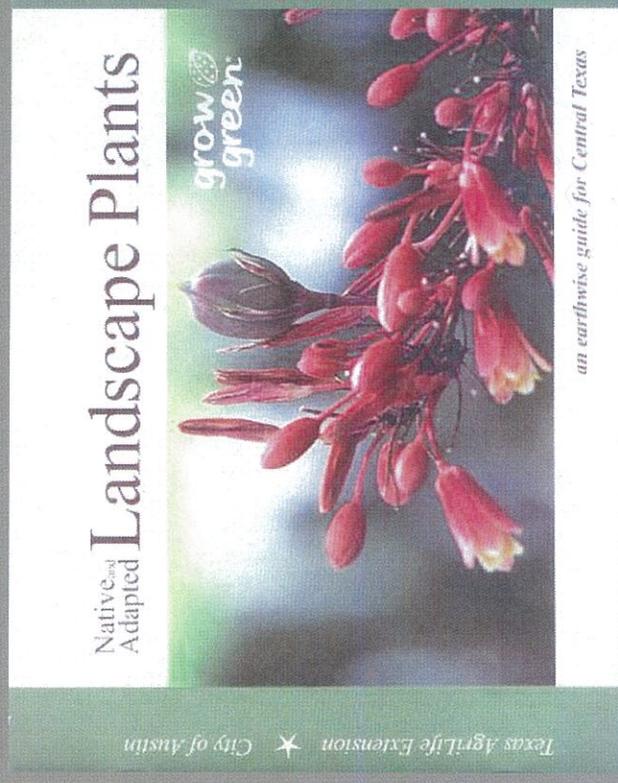
Deer Human Issues

- Landscape damage
 - \$250 million in damage nationwide
- Vehicle collisions
 - Have jumped 33% in the last 10 years in Texas
- Human safety
 - Attacks
 - Aggressive males during rut
 - Disease
 - Lyme disease
 - Black-legged tick



Urban Deer Management

- Landscapes
 - Use deer resistant plants
 - Protect sensitive plants (enclosures)



Urban Deer Management

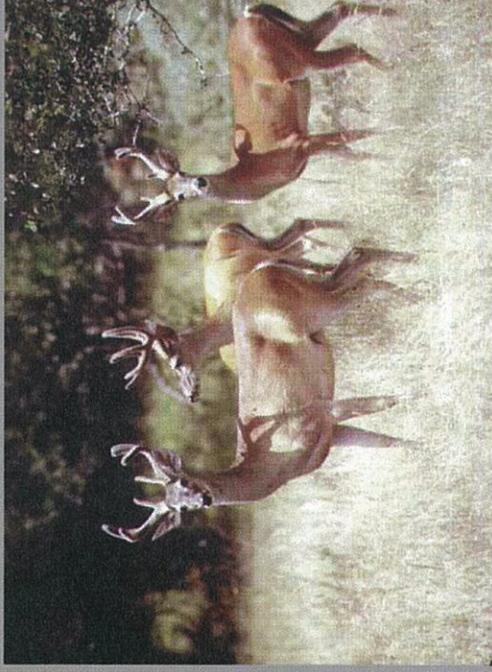
- Limit feeding of deer
 - 12% protein
 - Corn “Beer for Deer”
 - Acidosis
 - Aflatoxin
- Habituates deer to people



Urban Deer Management

• Fencing

- Limit deer movement
- Can make the population easier to manage
- Individuals cannot leave



Urban Deer Management

- **Hunting**
 - Maximize human safety, humaneness and efficiency
 - City ordinances
 - No hunting on properties 10 acres or less in Comal County



Urban Deer Management

- Texas Parks and Wildlife Permits
 - Trap, Transport, Transplant (TTT)
 - Deer are trapped and released at a new site
 - Site needs to be inspected
 - 10% tested for CWD
 - Trap, Transport, Process (TTP)
 - Deer are trapped and taken to processing facility
 - Meat is donated to charity
 - No CWD testing

Urban Deer Management

- Be proactive!
 - Form a deer management committee
 - Survey residents
 - Conduct surveys for a population estimate
 - Keep track of collisions with deer
 - Limit feeding of deer
 - Use “deer resistant” plants when landscaping

Monthly Meeting Report

Nadine Knaus
Mayor Pro-Tem
August, 2014

Comal County Lunch Meeting

- No news

Northeast Partnership

- Presentation by Colonel Matthew Isler, Commander of the 12th Flying Training Wing, JBSA, Randolph A.F.B. concerning air training mission at Randolph AFB
 - concern about current flight path and development encroachment,
 - the JLUS, and
 - the creation of a Working Group and a Policy Group to act as an interface between surrounding communities and the 12th Flying Training Wing concerning flight training issues
- Presentation by Cobb, Fendley & Associates concerning utility relocation during capital improvement projects
- Discussed potential for hiring lobbyist to assist with various issues – too expensive
- Election of new Board for NEP (Chair - Michael Carpenter, Mayor, City of Schertz; Vice Chair – Lisa Jackson, Mayor, City of Cibolo; Treasurer – Nadine Knaus, Mayor Pro-Tem, City of Garden Ridge)

Meeting sponsored by RCE of eastern Comal County water companies, County Commissioner Scott Haag, State Representative Doug Miller and Kelly Follis from Senator Campbell's office concerning draft legislation on the creation of a Comal County Groundwater Conservation District

- Discussed resolution by County Commissioners
- Discussed stakeholders group currently working on draft
- Discussed differences between the current and last session's version
- Discussed next steps concerning eastern Comal county's comments/concerns

Meeting with CPS Energy Representatives

- Discussed upcoming presentation to Council concerning reliability and line upgrades



Suburban Cities Summit with CPS Energy

- Presentation on Smart Meter roll-out – Garden Ridge sometime after 2015
- Presentation by SAWS on drought water usage, conservation and rebate programs



City of Garden Ridge

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

MINUTES OF CITY COUNCIL SPECIAL MEETING, SEPTEMBER 11, 2014

Members Present:

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

Member Absent:

Mayor Andrew Dalton-(excused absence due to health reasons)
Councilmember Bobby Roberts- (excused absence)

City Staff Present:

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

1. Call to Order

With a quorum of the City Council Members present, Mayor Pro-Tem Knaus called the Special Meeting of the Garden Ridge City Council to order at 6:00 p.m. on Thursday, September 11, 2014, in the City Council Chambers of the Garden Ridge City Hall, 9400 Municipal Parkway, Garden Ridge, Texas 78266.

2. Citizen's Participation - Limit remarks to three (3) minutes per citizen

Nancy Cain, City Administrator read the citizen participation rules.

Rudy Hanzelhka, 8748 Garden Ridge Dr., spoke regarding his concerns with the headwall and driveways being replaced as part of the CIP Drainage Project. He also asked that the Police Department watch the vehicles in area for expired tags.

3. Consent Agenda

THE FOLLOWING ITEMS MAY BE ACTED UPON IN A SINGLE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THESE ITEMS WILL BE HELD UNLESS REQUESTED BY A MEMBER OF CITY COUNCIL. PUBLIC COMMENT ON CONSENT AGENDA ITEMS MAY BE HEARD DURING CITIZEN'S PARTICIPATION, BUT COMMENTS HEARD

DURING CITIZEN'S PARTICIPATION DOES NOT MEAN THAT THE ITEM WILL BE CONSIDERED OUTSIDE THE CONSENT AGENDA.

- a) **Approval of August 11, 2014 Special City Council Meeting Minutes**
- b) **Approval of August 25, 2014 Special City Council Meeting Minutes**
- c) **Motion to Adopt the fiscal year 2014 Budget for the City of Garden Ridge evidenced by passing the following resolutions applicable to the period of October 1, 2014 through September 30, 2015:**
 - a. **Resolution 343 approving the General Fund**
 - b. **Resolution 344 approving the Water Fund**
 - c. **Resolution 345 approving the Interest and Sinking Fund**
 - d. **Resolution 346 approving the Capital Improvement Fund for the period of October 1, 2014 through September 30, 2015**
- d) **Motion to approve an amendment to Ordinance 143-092014 granting an extension to the term of the contract with Bexar Waste to provide sanitation services to the City of Garden Ridge, Texas.**

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

4. Business Items

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

- a) **Motion to approve Ordinance 177-092014 adopting the tax rate of \$0.2757 per one hundred dollars of assessed valuation for the City of Garden Ridge, Texas to be effective for the Tax Year 2014 (Fiscal Year 2015) including:**
 - (i) **Motion to adopt \$.1899 as the 2014 Maintenance and Operation Rate for the City of Garden Ridge; and,**
 - (ii) **Motion to adopt \$.0858 as the 2014 Debt Service Rate for the City of Garden Ridge.**

Motion: A motion was made by Councilmember Lantzy, seconded by Councilmember McCaw, to approve Ordinance 177-092014 adopting the tax rate of \$0.2757 per one hundred dollars of assessed valuation for the City of Garden Ridge, Texas to be effective for the Tax Year 2014 (Fiscal Year 2015) including adoption of \$.1899 as the 2014 Maintenance and Operation Rate for the City of Garden Ridge; and adoption of \$.0858 as the 2014 Debt Service Rate for the City of Garden Ridge. The City Council voted four (4) for and none (0). The motion carried unanimously.

b) Motion to ratify the property tax increase of \$0.2757 as reflected in the 2015 Budget (as shown in the General Fund and Interest and Sinking Fund Budgets) of the City of Garden Ridge.

Motion: A motion was made by Councilmember Arvidson, seconded by Councilmember McCaw, to ratify the property tax increase of \$0.2757 as reflected in the 2015 Budget (as shown in the General Fund and Interest and Sinking Fund Budgets) of the City of Garden Ridge. The City Council voted four (4) for and none (0). The motion carried unanimously.

c) City Engineer Projects Update:

i. Possible adjustments to drainage on Cinchona Trail in the CIP Project

Garry Montgomery, River City Engineer, provided a PowerPoint regarding the drainage on Cinchona Trail.

The City Council discussed the neighbors and their properties that would be affected by the drainage.

Motion: A motion was made by Councilmember Lantzy, seconded by Councilmember McCaw, to proceed with getting the drainage easements from the Carpenter and Ruiz and to provide new fencing for the designated area of the Carpenter property. The City Council voted four (4) for and none (0). The motion carried unanimously.

d) City Quarry Commission recommendation on request from Orica USA, Inc. for a Partial Exemption Permit to conduct blasting activities at the Hanson Quarry and to include setting annual fee for the Partial Exemption Permit

Jim Morgan, Quarry Commission, updated the City Council of the recommendation from the Quarry Commission. He reported the Quarry Commission voted unanimously for the recommendation to approve the Partial Exemption Permit for Orica, USA, Inc. the time period of October 1, 2014 and expiring September 30, 2015 and the Partial Exemption Permit fee in the amount of \$7623.00 subject to the submission of a current Certification of Insurance.

The City Council discussed the administrative cost of the contract, boundary lines of the blasting and the Certificate of Insurance.

Motion: A motion was made by Councilmember Lantzy, seconded by Councilmember Arvidson, to approve the Partial Exemption Permit for Orica USA, Inc. to conduct blasting activities at the Hanson Quarry and the fee in the amount of \$10,000.00 with the permit expiring on September 30, 2015 and subject to the submission of the Certificate of Insurance. The City Council voted four (4) for and none (0). The motion carried unanimously.

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

No items were removed from the consent agenda.

5. Citizen's Participation

No one wished to speak.

6. Adjournment

There being no further business, the Thursday, September 11, 2014 Garden Ridge City Council regular meeting was adjourned at 6:44 pm by Mayor Pro Tem Knaus.

Nadine L. Knaus
Mayor Pro Tem

ATTEST

Shelley Goodwin, TRMC
City Secretary

Resolution to Designate the Official Newspaper
For the City of Garden Ridge

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

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

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

NOW THEREFORE BE IT RESOLVED, that the New Braunfels Herald-Zeitung is designated as the official newspaper for the City of Garden Ridge. This resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED this 1st day of October, 2014.

Nadine L. Knaus, Mayor Pro tem

ATTEST:

Shelley Goodwin, City Secretary

20523 Deer Garden Cove
Garden Ridge 78266

20514 Cedar Cavern
Garden Ridge 78266

9616 Aster Circle
Garden Ridge 78266

✓ 20901 FM 2252 Unit 1
Garden Ridge 78266

Soldaris Elder Living
19095 FM 2252 RM 10
Garden Ridge 78266

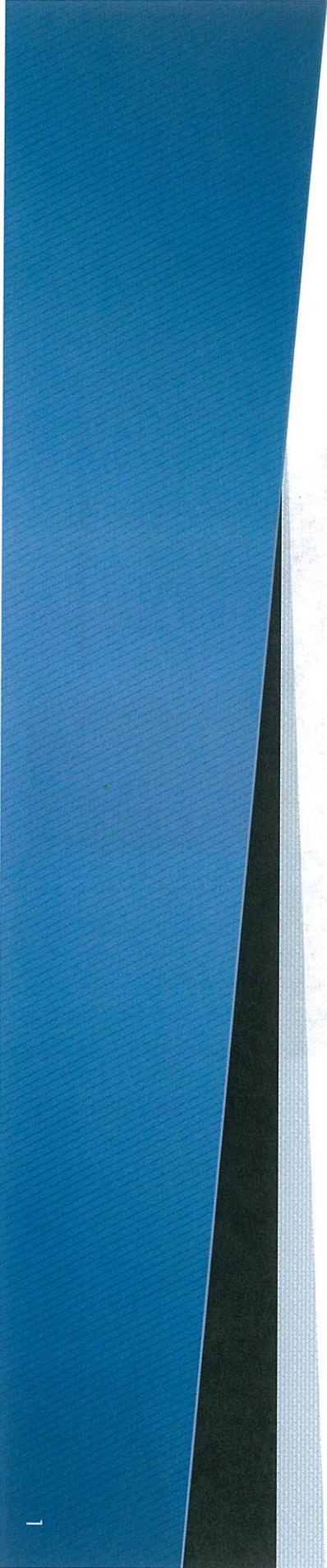
19535 FM 2252
Garden Ridge 78266

19535 FM 2252
Garden Ridge 78266

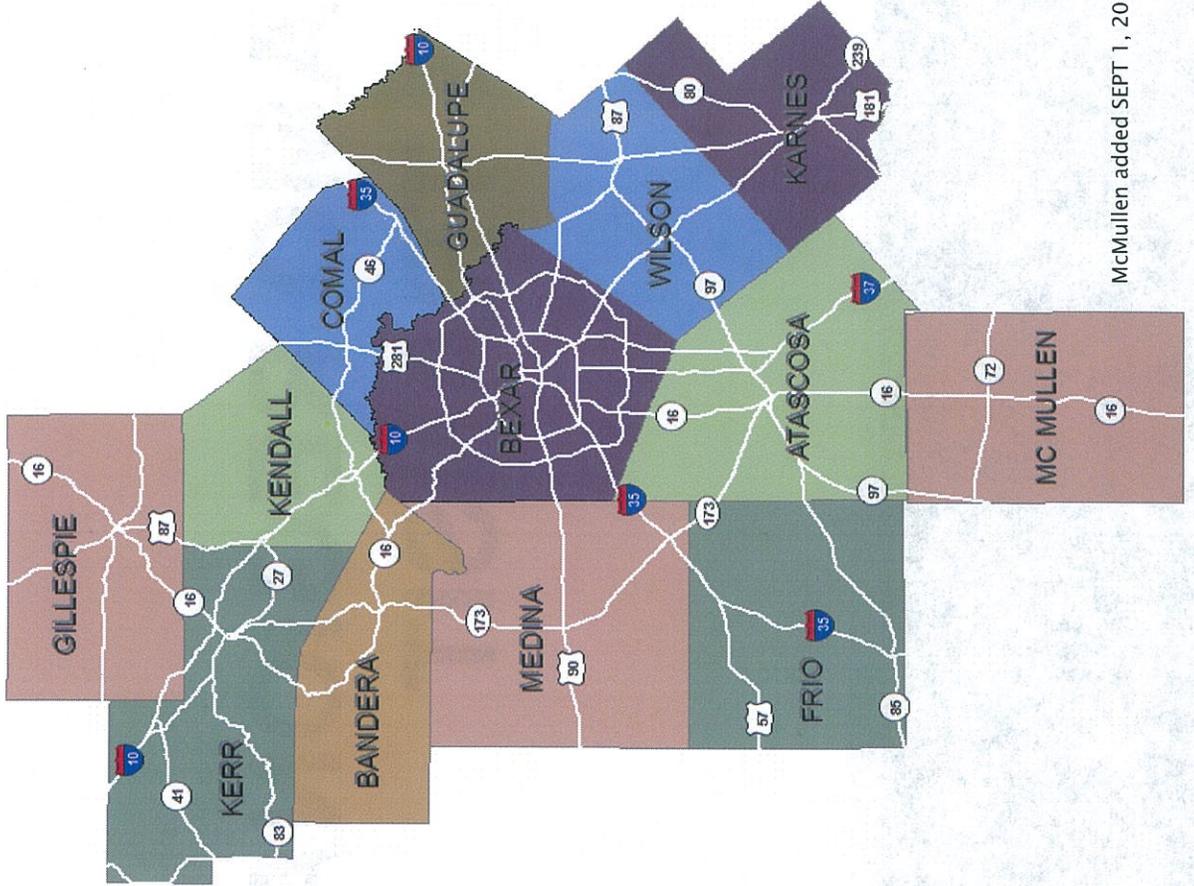
21460 Park Lane Court
Garden Ridge 78266



ALAMO REGIONAL TRANSIT



AACOG & ART SERVICE AREA



Pick Up from:
12 Rural Counties

Transport to: 12
Rural Counties &
Bexar County

McMullen added SEPT 1, 2013

ART FACTS

Funded by:

- State
- Federal
- Medicaid
- Other agencies
- Fares

Trips (FY 2013): 114,370

- 62% Medical
- 15% School Children
- 5% Work
- 55% Senior Citizens

Priorities:

- Low Income
- Seniors (60+)
- Veterans
- Disabled

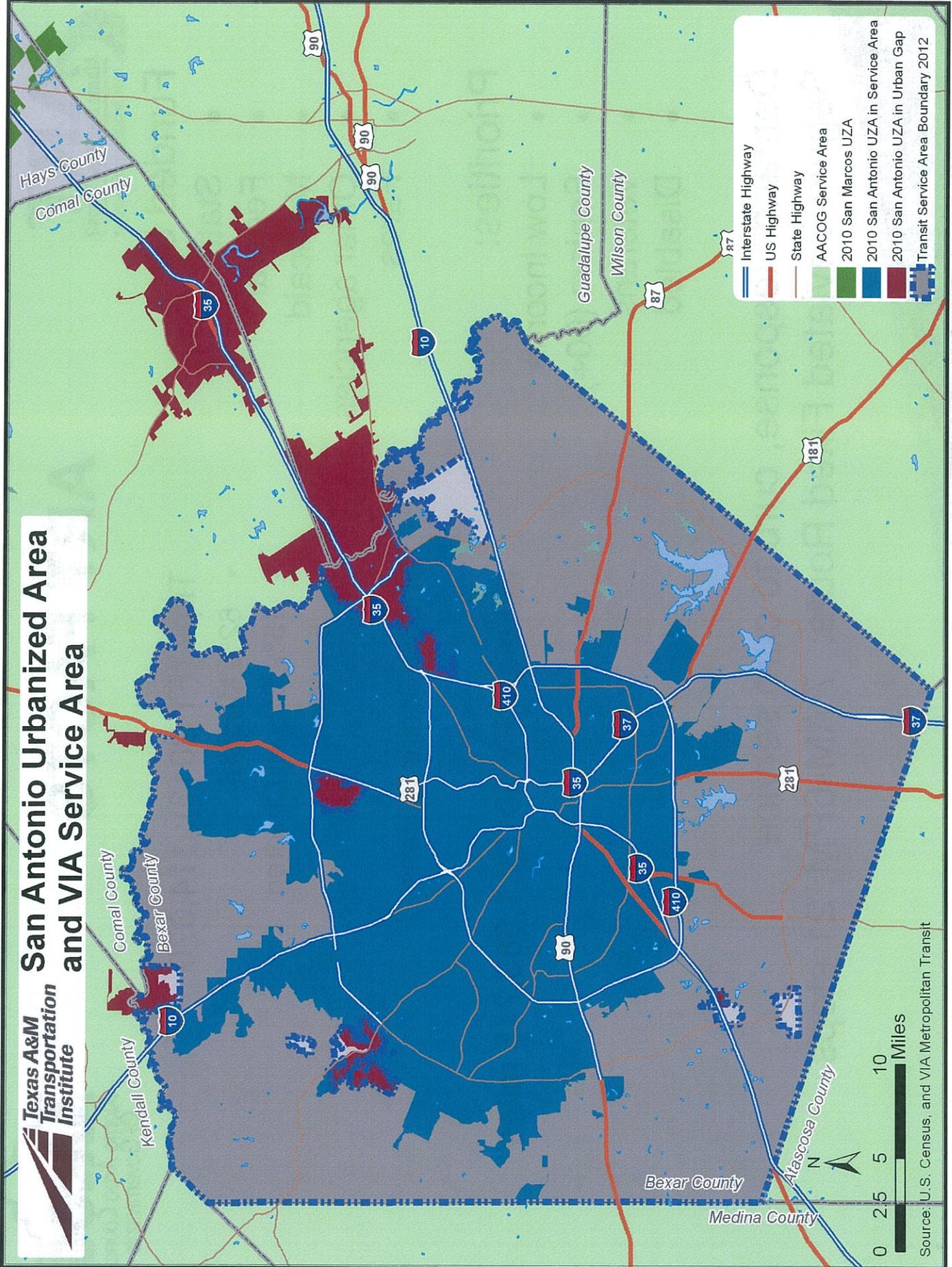
Mileage (FY 2013): 1,683,715 miles

Demand Response, curb to curb service

Sequin Deviated Fixed Route: 7 AM-6PM; 21 stops



San Antonio Urbanized Area and VIA Service Area



0 2.5 5 10 Miles

Source: U.S. Census, and VIA Metropolitan Transit



Alamo Regional Transit

Projected FY 2015 UZA Ridership Data

Cost Analysis



Total ART in Guadalupe and Comal Counties	Pax trips	Total	Federal		Local
			VIA	City	
FY 2015					
URBANIZED UZA	17,966	\$657,939	\$328,970		\$328,970
NEW BRAUNFELS	84.44%	15,170	\$555,560	\$277,780	\$277,780
SCHERTZ	8.79%	1,579	\$57,824	\$28,912	\$28,912
CIBOLO	3.61%	648	\$23,734	\$11,867	\$11,867
MCCQUEENEY	1.23%	222	\$8,126	\$4,063	\$4,063
GARDEN RIDGE	1.26%	227	\$8,315	\$4,157	\$4,157
MARION	0.67%	120	\$4,384	\$2,192	\$2,192
Total	100%	17,966	\$657,939	\$328,970	\$328,970



9/15/2014

Who can ride? Where?

- Low Income, Disabled, Senior Citizens, Veterans
- Within 12 Rural Counties and to Bexar County
- Types of Trips
 - Medical- Dental- Pharmacy
 - Senior Citizen Nutrition Programs
 - Adult Day Care Centers
 - Job and Job Training
 - Pay Bills
 - Grocery Store
- School
 - Children That Live Within the 2 Mile Radius and Cannot Ride the School Bus
 - Before and After School Programs



Who do I call ?

- Call the dispatchers at 1-866-889-7433
 - Call in your request as soon as possible
 - Cut off time is 12 noon the day before the requested trip is needed
- Be ready for pickup 30 minutes before your scheduled pickup time
- Inform the dispatchers
 - If you are using a wheelchair, scooter, or walker
 - If you will be having an escort
 - Limit 1 escort
 - Escort rides free of charge



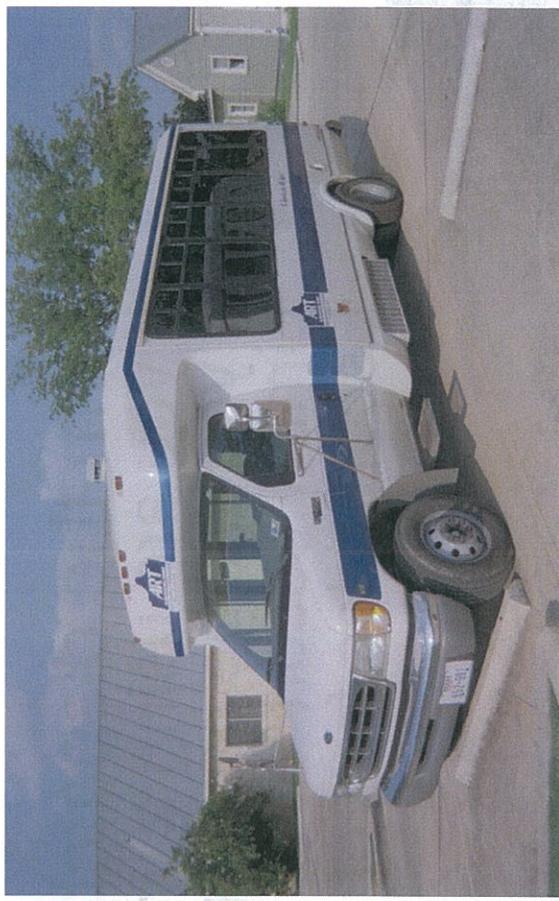
Alamo Regional Transit ART



We are here to meet your
transportation needs in the rural
counties

Dispatch 1-866-899-7433

www.aacog.com/art



OTHER AACCOG PROGRAMS

Total of 24 Programs – for complete list:

www.aacog.com

A few are:

- ▶ Alamo Local Authority
- ▶ Alamo Area Agency on Aging
- ▶ Workforce and Community Development
- ▶ Weatherization and Housing
- ▶ Public Safety – Law Enforcement Academy, Homeland Defense
- ▶ Solid Waste
- ▶ Regional Data Center
- ▶ Natural Resources / Environmental

INTERLOCAL AGREEMENT FOR City of Garden Ridge Demand-response Route

Article 1. Parties and Purpose

- 1.1 The Alamo Area Council of Governments ("AACOG") is a regional planning commission and political subdivision of the State of Texas, organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code.
- 1.2 The City of Garden Ridge (the "City") is a home rule municipality, located in Comal County, Texas.
- 1.3 This Interlocal Agreement (the "Agreement") for provision of demand-response public transportation services by AACOG for the City is entered into by and between the City and AACOG, as authorized under Chapter 791 of the Texas Government Code. VIA Metropolitan Transit is providing Federal funding for the expanded San Antonio UZA, based on the 2010 census. This Agreement provides for the City's portion of local match required to supplement that funding.

Article 2. Definitions

- 2.1 Curb-to-curb. Picking up and discharging passengers at the curb or driveway in front of their home or destination. The driver does not assist or escort passengers to the door.
- 2.2 Demand-response. A non-fixed route system of transporting individuals in which individual passengers may, at least one day in advance, request a trip from one specific location to another specific location at a certain time.
- 2.3 Designated holidays. Christmas Day, Independence Day, Labor Day, Memorial Day, New Year's Day, and Thanksgiving.

Article 3. Goods and Services

- 3.1 For the City's financial commitment below, AACOG agrees to furnish the City with a demand-response, curb-to-curb, public transportation service in response to requests made by residents of City to AACOG's Alamo Regional Transit (ART). The service will be open to the public and run Monday through Friday from 7:00 a.m. to 6:00 p.m. for 52 weeks per year, excluding designated holidays. AACOG will provide for the following:
 - a. Vehicles having wheelchair accessibility;
 - b. Necessary, trained personnel to operate the demand-response service;
 - c. Operating & administrative activities and expenses associated with operation of the demand-response transportation service;

- d. Ensuring all vehicles used in service to City are well maintained to afford comfortable, safe, and reliable transportation for the City's residents.
- 3.2 In return for provision of AACOG's demand-response transportation service, the City agrees:
- a. To provide AACOG with financial support for Fiscal Year 2015 operations in the amount of four thousand, one hundred, fifty-seven dollars (\$4,157.00) (the "Financial Contribution") to help defray operating costs of the demand-response service;
 - b. To continue financial support of the demand-response service to AACOG in succeeding fiscal years, so long as the City wishes the transportation services to continue;
 - c. That the vehicles used shall not be for the exclusive use by or benefit of City's residents, residents shall have no expectation of riding alone or only with other City residents, and the City shall have no ownership right in the vehicles engaged in these services; and
 - d. It shall, for both Fiscal Year 2015 and all subsequent years it may wish to continue this service, make contributions for performance of the transportation services from current revenues available to it.

Article 4. Agreement Sum and Payment Terms

- 4.1 The parties have agreed to the City's Contribution for Fiscal year 2015.
- 4.2 The City and AACOG agree to meet annually, at a mutually agreeable time sufficiently in advance of the City's budget cycle for the fiscal year to which the Financial Contribution is to apply, to negotiate and agree to the City's Financial Contribution for the next fiscal year.
- 4.3 The City shall contribute to AACOG the total Financial Contribution for 2015 by December 15, 2014. The City shall contribute all agreed upon Financial Contributions for succeeding years by October 1st of the applicable fiscal year.

Article 5. Effective Date and Term of Agreement

- 5.1 This Agreement shall be for a period of one (1) year, beginning October 1, 2014 and ending on September 30, 2015.
- 5.2 This Agreement shall renew automatically for successive one-year periods unless either party notifies the other at the address provided at Article 9 at least sixty (60) days prior to the then current expiration date of its intention to not renew the Agreement.

Article 6. Nondiscrimination and Equal Opportunity

- 6.1. Neither AACOG nor the City shall exclude anyone from participating in and receiving benefits of the services provided under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, veteran status, or national origin.

Article 7. Early Termination of Agreement

- 7.1 If either AACOG or the City breaches a material provision of this Agreement, the other party may notify the breaching party, describing the breach and demanding corrective action be taken. The breaching party shall have five (5) business days from its receipt of notice to correct the breach or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate this Agreement or either party may invoke the dispute resolution process of Article 8.
- 7.2 Termination for breach under Section 7.1 does not waive either party's claim for damages resulting from the breach.

Article 8. Dispute Resolution

- 8.1 The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute among them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 8, until they have exhausted the procedures set out in this Article.
- 8.2 At the written request of a party, each party shall appoint one representative to negotiate informally and in good faith to resolve any dispute arising under the Agreement. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 8.3 If the representatives cannot resolve the dispute within thirty (30) calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Bexar County Dispute Resolution Center for mediation in accordance with the Center's mediation procedures. A mediator assigned by the Center will conduct the mediation. Each party participating in the mediation shall pay one-half the cost of the Center's mediation services.
- 8.4 Unless the dispute is for non-payment of funds due under the Agreement, the parties agree to continue performing their duties under the Agreement, which are unaffected by the dispute during the negotiation and mediation process.
- 8.5 All terms of this Agreement are to be construed in accordance with the laws of the State of Texas with venue lying exclusively in Bexar County.

Article 9. Notice to Parties

- 9.1 Notice to be effective under this Agreement must be in writing and received by the party against whom it is to operate. Notice is deemed received by a party as follows: (1) when delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 8.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph 9.2.
- 9.2 AACOG's address is 8700 Tesoro Drive, Suite 700, San Antonio, Texas 78217, Attention: Timothy J. Treviño, Interim Executive Director. The City's address is 9400 Municipal Parkway, Garden Ridge, Texas 78266, Attention: Nancy Cain, City Administrator.
- 9.3 A party may change its address or designated representative by providing notice of the change in accordance with paragraph 9.1.

Article 10. Limitation of Liability

- 10.1 AACOG agrees to maintain all vehicle, liability, and workers compensation insurance as legally required by the Texas Department of Transportation.
- 10.2 Damages. In no event shall AACOG be liable to the City for any indirect, special, incidental, punitive, or consequential damages, including, but not limited to, loss of profits, loss of business, or other loss arising out of or resulting from this agreement even if AACOG has been advised of the possibility of such damages.

Article 11. Miscellaneous

- 11.1 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 11.2 This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by both parties.
- 11.3 This Agreement is binding on and inures to the benefit of the parties' successors in interest.
- 11.4 This Agreement is executed in duplicate originals.
- 11.5 The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision of this Agreement.
- 11.6 Nothing in this Agreement shall be construed as a waiver either Party's statutory or common law immunities.

CITY OF GARDEN RIDGE

By _____
NANCY CAIN
CITY ADMINISTRATOR

Date _____

ALAMO AREA COUNCIL OF GOVERNMENTS

By _____
TIMOTHY J. TREVIÑO
INTERIM EXECUTIVE DIRECTOR

Date _____

City of Garden Ridge

2013 CIP Projects

River City Engineering, Ltd.

October 1, 2014

Patrick Lackey, P.E.

Garry Montgomery, P.E.



City Projects

- CIP Projects – Garden Ridge Dr., Cinchona Tr., Blazing Star Tr., Bluebell, Timber Rose, Grass Creek waterline, drainage and street repairs.

Waterlines

- Watermain installation is complete for the Series 2013 CIP Project.
- The contractor is installing service lines, fire hydrants, meters and boxes on the remainder of the project and finalizing all testing.
- The new watermains will be in service within the next two weeks and the original watermains will be abandoned in place.



City Projects

Drainage

- Box culverts on Grass Creek Road and Blazing Star will be installed within the next month. Concrete headwalls and aprons will be completed while the roadways are closed to traffic.
- City staff and RCE have met to discuss options on Bluebell drainage. We will be scheduling a second meeting soon to finalize a recommendation and meet with property owners.

Streets

- Ribbon curbing installation is complete on Lloyds Park and Garden Ridge Drive from Tonkawa Pass to Bat Cave. Garden Ridge Dr. from Bat Cave to Timber Rose.
- Reclaiming of asphalt has been completed on Garden Ridge Drive, Cinchona Trail, Timber Rose and Grass Creek Road. Reclaiming has been put on hold until the ribbon curbing and paving has progressed.
- Paving is scheduled for Garden Ridge Drive from Tonkawa to Bat Cave the week of September 29.
- Paving on Garden Ridge Drive from Bat Cave to Timber Rose will be completed once the ribbon curbing and concrete driveways have been completed.



Sewer System

- Report provided for City Staff and Council Review
- Total Project cost for sewer = \$2,120,555
- Total Project cost including water and sewer = \$3,224,878
- Tax Issue – Sewer = \$0.0225 per \$100
- Tax Issue – Water and Sewer = \$0.035 per \$100
- Does not include M&O budget or revenue projections.

City of Garden Ridge

**PRELIMINARY WASTEWATER
SERVICE STUDY
FM 2252 SERVICE AREA**

Prepared for:

City of Garden Ridge
9400 Municipal Pkwy.
Garden Ridge, Texas 78266
(210) 651-6632

Prepared by:

RIVER CITY ENGINEERING, PLLC
1011 W. County Line Road
New Braunfels, Texas 78130
(830) 626-3588



Revised September 2014

City of Garden Ridge

TABLE OF CONTENTS

Wastewater Service Study
FM 2252 Wastewater Service Area

- 1.0 Introduction
- 2.0 Existing System
- 3.0 Land Use Assumptions
- 4.0 Recommendations
- 5.0 Cost Summary
- 6.0 Operation and Maintenance Costs
- 7.0 Financing Summary
- 8.0 Additional Considerations

Attachment 'A' – Service Area Map and Proposed Infrastructure
Attachment 'B' – Draft CCMA Wholesale Wastewater Contract
Attachment 'C' – Engineer's Opinion of Probable Cost
Attachment 'D' – Financial Advisor's Calculations
Attachment 'E' – Sample Commercial Service Contract

1.0 INTRODUCTION

The City of Garden Ridge (City) is evaluating the feasibility of constructing a wastewater system for properties located within the FM 2252 Corridor from the western city limits to Schneider Lane on the eastern city limits. The City would like to serve the properties in the FM 2252 Commercial and Light Industrial Area with new infrastructure that would deliver sewage to the existing Cibolo Creek Municipal Authority (CCMA) main that terminates near Lookout Road and Enterprise Avenue within the City of Schertz. CCMA was created in an effort to regionalize wastewater treatment for future development, and to remove as many property owners from on-site sewage facilities as possible.

The project boundaries are shown on attachment 'A' and are located north of the railroad tracks and would provide service for the FM 2252 corridor both east and west of FM 3009. The City has experienced development in this area and has several developers eager to utilize the sanitary sewer infrastructure to maximize the development potential and associated tax base that would stem from increased commercial development density than is currently available within the City Limits.

Currently all development is limited by impervious cover maximums and ordinances that were derived from calculated density for onsite systems. These ordinances were created for the residential areas of the City and do not lend themselves to more dense commercial and business development. This project area is not within the Edwards Aquifer Recharge Zone or the Contributing Zone for the aquifer. Typical soil types range from clayey topsoil to loam and some areas of gravel to hard rock shelves.

The purpose of this report is to provide information for the planning of wastewater infrastructure in the FM 2252 area. A preliminary evaluation of the proposed infrastructure and recommended improvements is included along with the associated preliminary cost estimates.

2.0 EXISTING SYSTEM

The FM 2252 area currently consists of mostly undeveloped land and those tracts which have been developed are comparatively low density commercial. This service area consists of approximately 410 acres of land, of which 99 acres have some level of development utilizing existing septic systems. The remaining 311 acres is undeveloped property that is planned for commercial and business services at some time in the future. The typical septic system in this area of Comal County is approximately \$20,000-\$25,000 depending on the specific site. This cost will be compared to the centralized sanitary sewer system later in this report. The service area boundary can be increased or decreased to meet the objectives of the City and provide service to the parcels that are prime for development as needed.

Currently CCMA has existing infrastructure to accept wholesale wastewater flows at their regional treatment plant. CCMA treats and discharges wastewater for many of the local municipalities in this area including City of Schertz, Cibolo, Universal City, Selma and others under a wholesale wastewater agreement. These cities are responsible for constructing and maintaining all collection infrastructure and have a designated delivery

point from which CCMA assumes responsibility of the wastewater flows, treatment and infrastructure. CCMA has offered to extend treatment capacity to the City of Garden Ridge within a similar agreement. (See Attachment 'B') The City would be required to develop the collection system for this area and deliver to a specified point at an existing CCMA lift station. The resident would be billed by the City of Garden Ridge to finance maintenance of the system and the treatment costs associated with the CCMA agreement.

An additional option that has been explored is wheeling wastewater through the Schertz system for ultimate delivery to CCMA. Although viable, this option increases costs for the City and this service area due to additional impact fee requirements from the City of Schertz and the associated wheeling charges. Also, the Schertz infrastructure was not constructed in anticipation of increased flows, therefore there may be additional costs to modify existing infrastructure.

3.0 LAND USE ASSUMPTIONS

The service area for the proposed FM 2252 Area Wastewater System as shown on Attachment 'A' is approximately 410-acres, and includes several properties. These include currently platted commercial developments, multiple undeveloped tracts, Churches, small residential properties and several other adjacent tracts in various stages of development. Below is a summary of the Land Use Assumptions used to size the proposed facilities and estimate the construction costs and impact fees. As shown, it is anticipated that the FM 2252 area would add approximately 2050 Equivalent Single Family Units (ESFU) to the wastewater system, which equates to an average daily wastewater flow of approximately 502,250 gpd assuming 245 gpd per ESFU and a peak wet weather flow rate of 1395 gpm at final build out.

Table 3.1
Equivalent Single Family Unit Summary Estimates
FM 2252 Service Area

<i>Property</i>	ESTIMATED		ESFUs
	<i>Existing</i>	<i>Future</i>	<i>Total</i>
Existing Developed Properties	396	0	396
Currently Undeveloped Properties	0	1529	1529
Currently Platted, Undeveloped	0	125	125
<i>Total</i>			<i>2050</i>

The Land Use Assumptions shown in Table 3.1 are projections based on past experience within similar areas. Depending on the density of the development and the services offered the average wastewater flow will fluctuate, however this is a generally accepted average daily flow from surrounding municipalities. This flow is dependent on the current and proposed zoning, impervious cover requirements, building setbacks for commercial and business districts and the particular tenant that offices at this location.

Further study is required to identify potential conflicts such as existing residential or municipal wells, septic systems, easements and routing. Currently a majority of this service area is within the CCMA Wastewater Service Boundary.

4.0 RECOMMENDATIONS

The FM 2252 area does not have a great deal of elevation change along this corridor, approximately thirty feet of elevation change from Schneider Lane at FM 2252 to Nacogdoches Loop near the Railroad Tracks; however the topography is such that two lift stations would be needed for a traditional gravity system. A gravity system could work within parts of the system, however a majority of the properties are down grade from the CCMA delivery point and would require a gravity collection system with lift stations and forcemain to deliver sewage to CCMA. This option would require deep excavations and redundant infrastructure to deliver the same level of service. Therefore the recommended system would consist of a low pressure sewer system, with individual low-pressure grinder pumps located at each connection. As properties develop the system could be evaluated to place larger collection tanks and pumps to reduce the number of pumps in the system.

The low pressure sewer system would consist of Environmental One Grinder Pumps or approved equal. The force main system would consist of line sizes ranging from 2-inch to 8-inch and would connect to the wastewater collection main owned and maintained by CCMA at Lookout Road and Enterprise Avenue by paralleling FM 2252 and Nacogdoches Loop. The routes shown on Attachment 'A' are preliminary and subject to rerouting based on environmental factors, phasing and future development. The routes shown were used to approximate line lengths for the cost estimate and will be revised once onsite surveying has been completed.

A low pressure sewer system offers multiple advantages to the City. Most importantly the entire system does not have to be built upfront. On a gravity system the infrastructure costs demand that the line sizing and lift stations be built to ultimate capacity so that retrofitting is not required, incurring increased initial costs. Also with a pressure sewer system the flow rates are reduced due to the elimination of infiltration during a rainfall event, thus minimizing the sewer main sizes for initial construction and final build out of the system. An additional advantage is that the pressure system can be installed at three to four feet of depth from natural ground where a gravity system in this area might require excavations of up to twenty feet to maintain positive drainage of sewage. With this project being located in Comal County we can anticipate portions of the excavation to be partially fractured to solid rock shelves which would increase costs versus the shallow excavations associated with pressure sewer.

River City Engineering further recommends a more extensive study of the FM 2252 Wastewater Service Area. This would include the creation of a Wastewater Master Plan that would develop a phasing plan for this area and identify easements to be acquired for the most cost effective routes to provide service to this area and avoid environmentally sensitive areas.

Additionally, to aid development of this area the City has considered constructing water mains along Nacogdoches Loop where service is currently not available. There is also a need for water infrastructure along FM 2252 to Schneider Lane on the east side of the

City. The Nacogdoches Loop water main is estimated to cost \$893,063 and the Schneider Lane to City Limits main is estimated to cost \$211,260 for a total of \$1,104,323. This will provide potable water and fireflow service to both of these areas.

5.0 COST SUMMARY

The costs associated with these proposed improvements can be broken down into three (3) categories: FM 2252 Area Wastewater System cost, individual grinder pump stations, and impact fees. As shown in Attachment 'C' the total estimated construction cost for the proposed FM 2252 Wastewater System is \$2,120,555. These costs include the construction of the proposed low pressure sewer lines and associated improvements. The estimated costs for the individual grinder pump station and onsite infrastructure are \$8,500 each. The final cost category is impact fees. These impact fees include the CCMA Impact Fee of \$1800 per ESFU.

As shown, the total estimated project cost for the FM 2252 Sewer Service Area is \$2,120,555, which equates to an estimated cost of \$1034.42 per ESFU. Additionally the property owner or developer would be responsible for the grinder pump and associated onsite infrastructure, an anticipated total of \$8,500 per ESFU. The summary below includes all anticipated costs for each ESFU:

Initial Construction Cost =	\$1034.42
Impact Fee CCMA =	\$1,800.00
Grinder Pump and Onsite Infrastructure =	\$8,500.00
Total =	\$11,334.42

The City of Garden Ridge would bill a monthly charge to finance the operation and maintenance of the infrastructure and the monthly treatment charge from CCMA. The Total cost per ESFU considers full build out of the system; additional funding mechanisms are available to address the upfront cost. These additional considerations can be explored further if the City Council wants to move forward with a Master Plan for Wastewater. Full build out of the system could take years to reach, and adequate phasing is a required approach to complete the system.

The costs associated with the centralized sewer system are very favorable compared to onsite septic systems. Also, if approved by the City each property would be able to increase impervious cover, making the property more desirable for development. This would allow for more dense development and increased value of the available land, thus increasing the assessed value of the City and Property Tax Revenue. Property Tax and Sales Tax benefit has not been included in the study by the financial advisor due to the fact that the projections would assume growth rates and development densities. Once the system is operating these sources can be quantified and projected for future growth.

6.0 Operation and Maintenance

To operate the proposed system the City would be required to employ or contract with a wastewater operator licensed by the TCEQ. The City of Garden Ridge currently employs

two staff members that have Class C Wastewater licenses. These staff members meet the requirements to operate a collection system for wastewater. With the staff currently under employment we would propose no added personnel until the system has increased demand and more connections. The timeline for additional personnel would be estimated to be in the three to five year range, depending on development and number of connections. This has a small effect on overall cost within the Operation and Maintenance budget because the wastewater staff has other tasks within the City but will be available for service calls within the sewer system.

RCE interviewed a client that has a very similar system in operation and discussed their approach to Operation and Maintenance. Currently the District has 233 grinder pumps in their system. They have chosen to apply a \$5 per month maintenance fee to cover spare pumps, training and parts in inventory for each grinder pump connection. Year to date this \$5 per connection has accumulated \$12,090 and service call income was \$7,577 for the same period for a total income of \$19,667. Similar to the system proposed for the City of Garden Ridge, this District's staff provide support on both water and wastewater services. This allows the District to operate both systems with less staff and minimized their annual budget expenses.

Customers of the system have a maintenance agreement with the District. The customer owns the grinder pump and calls the District for any maintenance such as pump failure, floats, etc. The customer is charged for all repairs and maintenance, hence the \$7,577 in income shown above. The District typically will pull the pump if there has been a failure and install one from their inventory. This decreases the amount of time the customer is inconvenienced and allows staff to repair the pump at a later date at the shop. The customer is charged only for the service call and repair, not the entire pump. RCE has provided a sample Commercial Service Agreement for review in attachment 'E'.

The City would need to accumulate inventory of new pumps and spare parts over time, therefore we would expect the Operation and Maintenance Budget to exceed to the example above for the first few years of the system. This income is only representative of Maintenance and Operation, not the monthly rate to cover any debt service, administration, treatment, etc.

For comparison, the City of Cibolo charges a base rate of \$17.00 per ESFU which includes service for the first 3,000 gallons of collection. Collection over 3,001 gallons is assessed at a rate of \$4.02 per 1,000 gallons. Therefore, a connection using 20,000 gallons of water would be assessed the following monthly bill:

Base Rate for the first 3,000 gallons	= \$17.00
\$4.02 per 1,000 (\$4.02 x 16.999)	= \$68.34
Total Bill	=\$85.34 monthly

This monthly bill from the City of Cibolo is based on the current rate of \$2.50 per 1,000 gallons from CCMA. CCMA will be increasing to \$3.00 per 1,000 gallons for treatment by the beginning of 2015. It is important to note that the majority of the City of Cibolo's collection system is constructed at the developer's expense, therefore Cibolo has less debt service obligation to build into their rates. The proposed City of Garden Ridge

System rates should have a debt service component for future payments and maintenance reserves.

7.0 FINANCIAL SUMMARY

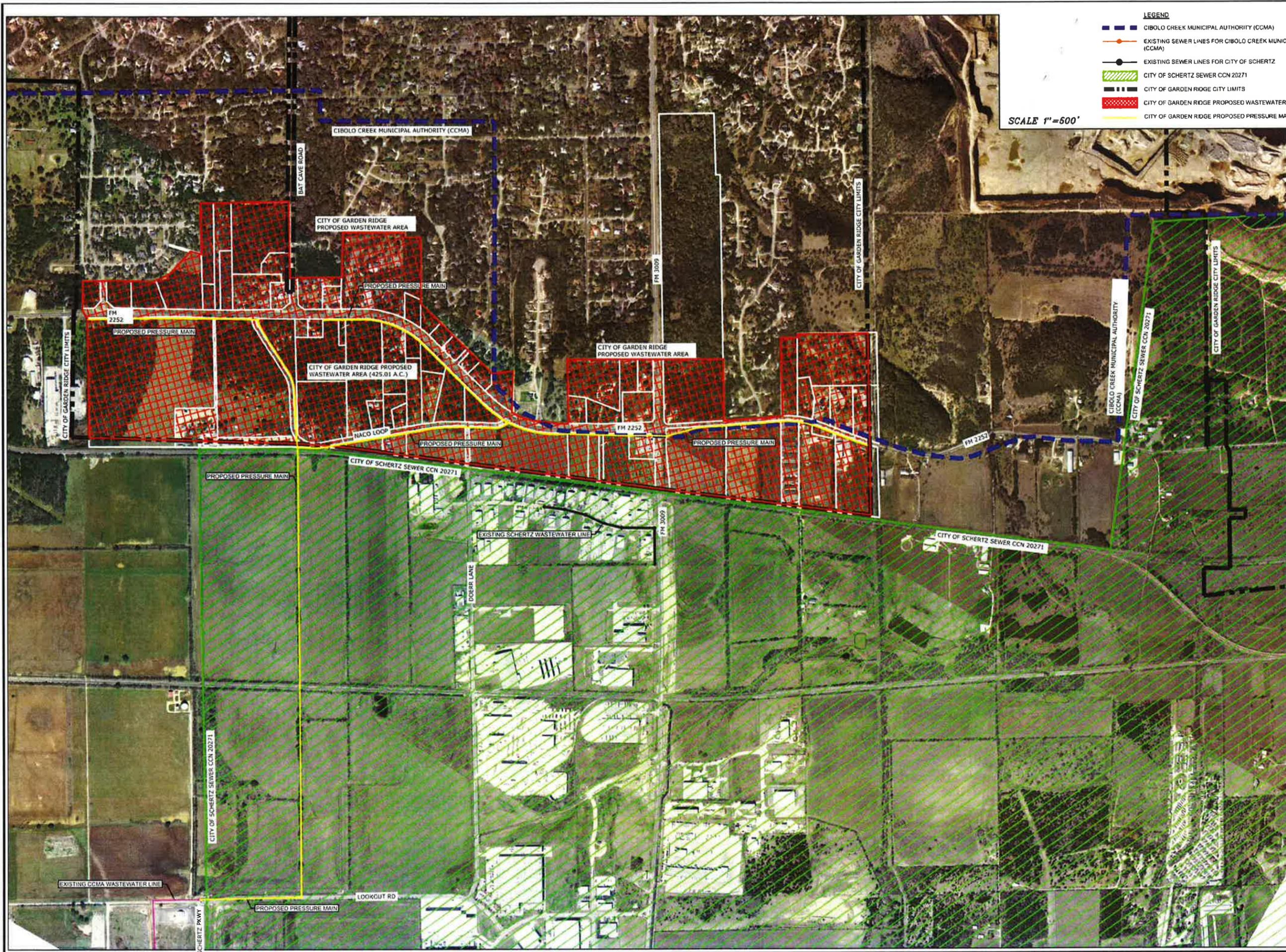
Robert Henderson from RBC Capital Markets provided calculations for financing the system with a city wide bond. Mr. Henderson was asked to provide two scenarios. The first scenario was a calculation of tax impact for the sewer system only. The tax impact at the current assessed value was approximately 2.25 cents per \$100 valuation. The second scenario was calculation of tax impact for the sewer and water infrastructure required for proper development of this area. The tax impact for this scenario was approximately 3.5 cents per \$100 valuation.

The two scenarios were based on a city wide bond. The bond would be structured that once the system could support debt service payments the tax rate would be reduced or eliminated. Depending on the timing of development it could be five to ten years before the system would be able to support its expenses. However, as development occurs on the undeveloped tracts the city will see impact fees, monthly rate income and increased assessed values to offset the tax impact. At this time no projections for increased assessed value or sales tax have been made to offset the property tax increase required to service the proposed bond. See Attachment 'D' for the financial advisor's calculations on debt service for a City wide bond issue.

8.0 ADDITIONAL CONSIDERATIONS

The City would incur an upfront cost for construction of approximately \$2,120,555 for the proposed sewer system that would most likely be financed by a municipal bond. If approved to design and construct the proposed water and wastewater infrastructure in this area the total estimate at this time is \$3,224,878. To service this debt the City would need to either create a taxing district for this area of service, charge a pro rata fee for connecting to the system or pursue a municipal bond to finance the sewer and proposed water infrastructure for this area. These considerations can be studied further during the Wastewater Master Plan preparation. The City could also consider additional funding options or possibly finance design, survey and easement acquisition prior to selling the bond so that firm construction costs can be assessed and presented to the City. Once the design is complete the City may opt to phase the project to reduce the upfront costs of construction and provide service to the tracts that are currently under development.

Attachment A
Service Area Map and Proposed
Infrastructure



SCALE 1" = 600'

- LEGEND**
- CIBOLO CREEK MUNICIPAL AUTHORITY (CCMA)
 - EXISTING SEWER LINES FOR CIBOLO CREEK MUNICIPAL AUTHORITY (CCMA)
 - EXISTING SEWER LINES FOR CITY OF SCHERTZ
 - CITY OF SCHERTZ SEWER CCN 20271
 - CITY OF GARDEN RIDGE CITY LIMITS
 - CITY OF GARDEN RIDGE PROPOSED WASTEWATER AREA
 - CITY OF GARDEN RIDGE PROPOSED PRESSURE MAIN

<p>RIVER CITY ENGINEERING <small>CIVIL, ENVIRONMENTAL & CONSULTING</small> <small>From River City, Texas</small></p> <p>3601 SOUTH STREET AUSTIN, TEXAS 78704-7047 PHONE-(512) 442-3008 FAX-(512) 442-6522</p> <p>1011 W. COUNTY LINE ROAD, SUITE C NEW BRAUNFELS, TEXAS 78130 PHONE-(830)-626-3588 FAX-(830)-626-3601</p>	<p>CITY OF GARDEN RIDGE</p> <p>EXHIBIT-1 FM 2252 WASTEWATER LINE ROUTE</p>
DESIGNED BY: DRAWN BY: CHECKED BY: APPROVED BY: DATE: PROJECT NO.	REVISIONS NO.
SHEET NO.	APPD. DATE
OF SHEETS	

Attachment B
Draft CCMA Wholesale Wastewater
Contract

**WHOLESALE WASTEWATER SERVICES AGREEMENT
BETWEEN
CIBOLO CREEK MUNICIPAL AUTHORITY
AND
CITY OF GARDEN RIDGE**

This WHOLESALE WASTEWATER SERVICES AGREEMENT (this “**Agreement**”) is made and entered into by and between the **CIBOLO CREEK MUNICIPAL AUTHORITY** (“**Authority**”), a conservation and reclamation district created under Article XVI, Section 59 of the Texas Constitution, and Texas Revised Civil Statutes Annotated Article 8280-487, as amended, and the **CITY OF GARDEN RIDGE** (“**City**”), a political subdivision of the state of Texas. Unless otherwise provided in this Agreement, the term “**Parties**” shall mean Authority and City.

RECITALS

WHEREAS, Authority owns and operates a regional wastewater system in the Cibolo Creek watershed (“**Authority System**”) and is specifically identified as the regional wastewater provider for the area of the Cibolo Creek watershed pursuant to Subchapter F of Chapter 351 of Title 30 of the Texas Administrative Code;

WHEREAS, City desires to obtain wholesale wastewater treatment and disposal services from the Authority System, and Authority desires to provide such services to City;

WHEREAS, City will be responsible for construction of any improvements necessary to collect wastewater from the City’s customers within the Wholesale Service Area, as defined herein, and to deliver such wastewater to the Point(s) of Entry, as defined herein;

WHEREAS, subject to City’s compliance with the provisions of this Agreement, and to the extent indicated, Authority represents that the Authority System will be capable of providing Wholesale Wastewater Services, as defined herein, to City, and Authority agrees to expand and improve the Authority System, as may be necessary, in order to provide adequate service to City and to the other customers of the Authority System under other agreements, with all costs of the Authority System (the “**Costs of the System**”), as more fully defined herein, to be recovered in a fair and equitable manner through the rates and charges of Authority; and

WHEREAS, Authority and City now desire to execute this Agreement to provide Wholesale Wastewater Services, as more fully defined herein, to City under the conditions described in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Authority and City agree as follows.

AGREEMENT

Article I. DEFINITIONS

Section 1.01 Definition of Terms.

In addition to the terms otherwise defined in the above recitals or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below:

- (a) “Agreement” means this agreement.
- (b) “Authority” means Cibolo Creek Municipal Authority.
- (c) “Authority Service Rules and Policies” means the Authority’s Schedule for Rates, Fees, Charges, and Orders (including, but not limited to, the Authority Industrial Waste Order) related to the Authority System, as amended by the Authority Board of Directors from time to time, and applicable to City under the express provisions of this Agreement.
- (d) “Authority System” means all of the Wastewater equipment and facilities owned by Authority that are used for the collection, transportation, treatment, or disposal of Wastewater received from the City System and any expansions thereof. The Authority System shall not include any of the internal wastewater collection and pumping facilities, and associated connection facilities that are owned by City in its retail wastewater service area.
- (e) “City” means the City of Garden Ridge, Texas.
- (f) “City System” means the facilities of City for collection and transportation of Wastewater from the City’s retail customers, including both residential and non-residential customers, to the Point(s) of Entry into the Authority System. The City System shall be owned, operated and maintained by City and shall not include any portion of the Authority System.
- (g) “Costs of the System” means all of Authority’s costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, extending, replacing, repairing, maintaining, and operating the Authority System, including, without limiting the generality of the foregoing, the costs of property, interests in property, capitalized interest, land, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for the Authority System in accordance with policies of the Authority Board of Directors.
- (h) “Effective Date” means the last date of due execution of this Agreement by all Parties.

(i) “Emergency” means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of Authority. The term includes Force Majeure and acts of third parties that cause the Authority System to be unable to provide the Wholesale Wastewater Services agreed to be provided herein.

(j) “Environmental Protection Agency or EPA” means the United States Environmental Protection Agency.

(k) “Force Majeure” means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than Authority or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

(l) “Infiltration” means water that enters the City System through defects such as cracks or breaks in the piping, manholes or other appurtenances.

(m) “Inflow” means water that enters the City System through direct sources such as drain spouts, manholes, clean-outs, or other appurtenances.

(n) “Peak Hour Flow Rate” means the highest metered and/or calculated flow rate delivered cumulatively from the Wholesale Service Area to the Authority System under any operational condition, including Inflow and Infiltration.

(o) “Permit” means TPDES Permit No. WQ0011269-001 issued by TCEQ and any future permit(s) that may be issued to Authority authorizing the treatment and disposal of treated wastewater effluent.

(p) “Plant” means the wastewater treatment plant or plants that is or are a part of the Authority System and as described in the Permit.

(q) “Point(s) of Entry” means the location(s) at which all Wastewater will pass from the City System into the Authority System. The proposed Point(s) of Entry are identified in **Exhibit A**.

(r) “Prohibited Wastes” means those substances and waste prohibited from being discharged into the Authority System as described in the Authority Service Rules and Policies.

(s) “TCEQ” means the Texas Commission on Environmental Quality, or its successor agency.

(t) “Waste or Wastewater” means liquid or water borne waste, including, without limitation, sewage, commercial waste, industrial waste or other wastes, whether separate or commingled.

(u) “Wastewater Impact Fee” means a charge imposed per connection for Wholesale Wastewater Service in the Wholesale Service Area pursuant to Chapter 395 of the Local Government Code for funding the costs of wastewater capital improvements or facility expansions necessary to serve the Wholesale Service Area in the amount set forth in the Authority Service Rules and Policies and as amended from time to time by the Authority Board of Directors.

(v) “Wholesale Service Area” means the territory more particularly described or depicted in **Exhibit B** attached hereto which includes property located within the City’s service area and additional tracts that may be added into the City’s service area in the future.

(w) “Wholesale Service Commitment” means City’s annual quantity of Wastewater flows for the Wholesale Service Area for which Authority agrees to provide Wholesale Wastewater Service to the City under this Agreement.

(x) “Wholesale Wastewater Service” means the reception, transportation, treatment, and disposal of Wastewater to be provided by Authority to City under this Agreement and in accordance with applicable provisions of the Authority Service Rules and Policies.

(y) “Wholesale Wastewater Service Rate” means the rate per 1,000 gallons for Wholesale Wastewater Service established by the Authority Board of Directors that may be adjusted from time to time.

Section 1.02 Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

Article II.
PROVISION OF WHOLESALE WASTEWATER SERVICE

Section 2.01 Wholesale Wastewater Service.

(a) Subject to the terms and conditions of this Agreement and the requirements of applicable law, Authority agrees to provide Wholesale Wastewater Service to City for the Wholesale Service Area in accordance with the Wholesale Service Commitment. Authority agrees to expand and improve the Authority System as necessary in order to provide adequate Wholesale Wastewater Service to City to meet retail service demands within the Wholesale Service Area.

(b) The Wholesale Service Commitment shall be subject to the following additional limitations:

1. Biochemical Oxygen Demand (BOD-5). A single BOD-5 grab sample shall not exceed a concentration of [REDACTED] mg/l, as established in the Authority Service Rules and Policies.
2. The Peak Hour Flow Rate shall not exceed [REDACTED] gallons per minute during dry conditions and [REDACTED] gallons per minute during wet weather conditions.

3. City shall provide Authority at least ninety (90) days' written notice of additional Wastewater flows expected to increase the Wholesale Service Commitment by 25,000 gallons or more.
4. The quality of Wastewater delivered to the Authority System shall comply with applicable provisions of the Authority Service Rules and Policies. Wastewater delivered to the Authority System shall not include Prohibited Wastes.

(c) The Parties agree that any increase in the agreed Peak Hour Flow Rate or the daily biochemical oxygen demand of Wholesale Wastewater Service that Authority provides to City under this Agreement will require a written amendment of this Agreement duly authorized by the governing bodies of the Parties. The Parties agree that the foregoing Peak Hour Flow Rate and the daily biochemical oxygen demand of Wholesale Wastewater Service shall apply only to Wastewater generated within the Wholesale Service Area. Under no circumstances shall Wastewater generated from other Authority customers that tie into the Authority System be included in the calculation of the Peak Hour Flow Rate and the daily biochemical oxygen demand of Wholesale Wastewater Service provided to the Wholesale Service Area.

(d) Discharges by the City into the Authority System shall consist only of Wastewater that the Authority System is capable of handling so that the effluent and sludge from the Authority System meets the current legal standards of the EPA, TCEQ, or any governmental body having authority to set standards for such effluent and sludge.

(e) The Authority may suspend Wholesale Wastewater Service to the Wholesale Service Area if the Authority determines that Wastewater delivered from the Wholesale Service Area is not in compliance with this Section for the period of time until such noncompliance is remedied. City agrees that it shall adopt and enforce any pretreatment requirements for its retail customers as may be necessary to ensure the quality of Wastewater the City delivers to the Authority pursuant to this Agreement meets the requirements of this Section.

Section 2.02 Sole Provider. Authority will be the sole source of Wholesale Wastewater Service to City for the Wholesale Service Area unless Authority consents in writing to City's conversion to another wholesale provider. Under the terms and conditions set forth herein, Authority shall be entitled to provide Wholesale Wastewater Service to City for the Wholesale Service Area from any source of treatment capacity available to Authority.

Section 2.03 Wholesale Service Commitment Not Transferable. Authority's commitment to provide Wholesale Wastewater Service is solely to City and solely for the Wholesale Service Area. City may not assign or transfer in whole or in part its right to receive Wholesale Wastewater Service without Authority's prior written approval. Notwithstanding the foregoing, the Authority reserves the right to provide wholesale sewer service to other properties located within the Authority's service area, as may be amended from time to time.

Section 2.04 City Responsible for Retail Connections. City will be solely responsible for providing retail wastewater service within the Wholesale Service Area. City shall not provide wastewater services received under this Agreement to any entity, private or public, other than the City's retail customers located within the Wholesale Service Area. City will be solely responsible

for ensuring compliance by its retail customers with the applicable terms of this Agreement, for the applicable provisions of the Authority Service Rules and Policies and for the proper and lawful application of City's policies and regulations governing connection to the City System.

Section 2.05 Cooperation During Maintenance or Emergency. City will reasonably cooperate with Authority during periods of Emergency or required maintenance. If necessary, upon prior notice, City will operate and maintain the City System at its expense in a manner reasonably necessary for the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare.

Section 2.06 City Prevention of Infiltration and Inflow. It will be City's responsibility to undertake such measures as are reasonably necessary and prudent to minimize Infiltration and Inflow to the City System. City will prohibit the discharge of drainage water and storm water runoff into the City System.

Section 2.07 Point(s) of Entry. The Authority shall accept Wastewater at all points where the City System joins the Authority System with all such points being considered Points of Entry.

Section 2.08 Construction and Testing Criteria for City Sewer Connections.

(a) All tests required by the design criteria and specifications of the State of Texas will be at City's or its customer's expense.

(b) City agrees that it will maintain strict supervision and maintenance of its local Wastewater facilities to prohibit connections such as roof drains or any other means by which surface drainage, i.e. storm water runoff, can enter local Wastewater facilities and then discharge to the Authority System.

(c) Connections made to the City System after the date of execution of this Agreement will be made using only materials permitted by applicable codes and development criteria manuals of the State of Texas. City will inspect all connections to its System in accordance with its own rules and regulations in order to insure compliance with same.

Section 2.09 Liability of City. As between the Parties, liability for damages to third persons arising from the reception, transportation, delivery, treatment and disposal of all Wastewater will remain with City to the Point(s) of Entry. As between the Parties, liability for damages to third persons will pass to Authority at the Point(s) of Entry to Authority's System.

Section 2.10 Liability of Authority. Subject to the foregoing, Authority will bear the responsibility as between the Parties for the proper reception, transportation, treatment, and disposal of such Wastewater received by it at Point(s) of Entry in accordance with the Agreement. However, the Parties agree that they will not construe this Agreement to cause Authority to have liability for damages to the Authority System or to third persons arising from the delivery by City of Prohibited Wastes. Similarly, this Agreement shall not be construed as a waiver of any governmental immunity that the Authority or City may enjoy with respect to any claims brought by third party persons or entities.

Section 2.11 Authority Treatment and Reuse of Wastewater. Authority may treat the Wastewater delivered by the City pursuant to this Agreement and dispose of or reuse the effluent generated thereby in such manner as may be provided in the Permit or other TCEQ authorization in its sole discretion.

Section 2.13 Right of Entry. City agrees to provide Authority the right of entry and access to the City System at all reasonable times upon prior notice in order to inspect facilities, to investigate the source of operational or maintenance problems, for preventive purposes intended to detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonably related to the provision of Wholesale Wastewater Service.

Article III.

CONSTRUCTION OF CITY SYSTEM IMPROVEMENTS; CAPITAL IMPROVEMENTS

Section 3.01 Construction of City System Improvements. City shall install, or cause the installation of, any improvements necessary for the provision of Wholesale Wastewater Service. The construction and installation of any improvements shall be at the sole cost of City. The design, location and installation of the City System improvements are subject to prior review and written approval by Authority, which approval shall not be unreasonably withheld, denied or delayed provided the City System facilities comply with applicable standards of TCEQ and Authority. Authority agrees to review all plans and either approve the plans or provide written comments specifically identifying the required changes within a reasonable amount of time from the submittal.

Section 3.02 Construction of Capital Improvements. City agrees to compensate the Authority for any necessary debt for the construction of capital improvements for the Authority System that provides Wholesale Wastewater Service in the Wholesale Service Area, either as a part of the Wholesale Wastewater Service Rate, or as a separate payment to Authority for such capital costs.

Article IV.

RATES AND CHARGES

Section 4.01 Wholesale Wastewater Service Rate and Fees.

(a) City will pay the Wholesale Wastewater Service Rate and applicable Wastewater Impact Fees for Wholesale Wastewater Service provided by the Authority under this Agreement.

(b) The Wholesale Wastewater Service Rate shall be calculated by Authority in accordance with standard principles for wholesale wastewater service, and shall be based on Costs of the System. Wastewater Impact Fees shall be calculated by Authority in accordance with the applicable provisions of Chapter 395, Texas Local Government Code and the Authority Service Rules and Policies.

Section 4.02 Amendment of Wholesale Wastewater Rates and Fees, Notices to and Review by City.

(a) Authority may amend the Wholesale Wastewater Service Rate and Wastewater Impact Fees from time to time as approved by the Authority Board of Directors.

(b) Authority will provide City with at least **two (2) months** prior written notice of any increases to the Wholesale Wastewater Service Rate. Written notice shall include the proposed new rates, and an updated cost of service study. Notice of changes to the Wastewater Impact Fee is governed by the provisions of Section 4.04(a) below.

(c) City will have the right to inspect and copy, at its expense, Authority's books and records to verify any statement, billing, charge, computation or demand made to City by Authority. Authority agrees to make all such information available to City for inspection and copying with reasonable promptness during normal business hours.

Section 4.03 Wastewater Impact Fees.

(a) City shall be obligated to pay Authority a Wastewater Impact Fee for each new retail wastewater customer that connects to the City System and receives wastewater service provided under this Agreement. For the term of this Agreement, the Wastewater Impact Fee will be the amount established from time to time in the Authority Service Rules and Policies, provided that no increase in the Wastewater Impact Fee will become effective for the City until the Authority has given **at least 60 days'** prior written notice of the change to City, and any such increases shall be applied to connections made in the Wholesale Service Area in accordance with Chapter 395, Texas Local Government Code, in order to allow the City adequate time to make corresponding changes to its rate order. The Wastewater Impact Fee paid for each new retail wastewater connection to the City System shall be due and payable to Authority within 45 days after the end of the calendar month in which the new retail wastewater connection is made.

(b) Within 45 days after the end of each calendar month, City shall submit a monthly report to Authority, reflecting the new customer(s), service address(es), meter size(s) and an estimated quantity of wastewater flows for which payment of a Wastewater Impact Fee is being made. The Authority reserves the right to audit all City submitted data and recalculate the estimated quantity of wastewater flows in accordance with the Authority Service Rules and Policies. If no new connections have been made, the monthly report will still be required, but will reflect that there have been no changes from the prior reporting period. If City fails to submit any report within the time period required by this Agreement, Authority may assess City a \$50 late charge per customer account not reported. Unless changed by written notice in accordance with Section 8.09, the Wastewater Impact Fees and monthly reports required by Section 5.06 and this subsection will be submitted to the following address:

Cibolo Creek Municipal Authority
P.O. Box 930
Schertz, Texas 78154
Attention: General Manager

(c) The Wastewater Impact Fee has been designed to fund or recover all or a part of the Costs of the Authority System for capital improvements or facility expansions intended to serve "new development" (as that term is defined in the Texas Impact Fee Law, Chapter 395 of the Texas Local Government Code) in the Authority's service area and, upon payment, City will have a

guaranteed reservation of capacity in the Authority System for the quantity of wastewater flows for which a Wastewater Impact Fee has been paid.

(d) Authority specifically acknowledges and agrees that Wastewater Impact Fees may be paid by other third parties on behalf of City.

Section 4.04 City Wastewater Rates and Charges. City will determine and charge its retail Wastewater customers such rates as are determined by its governing body. During the term of this Agreement, City will fix and collect rates and charges for retail Wastewater service that are, in the opinion of its governing body, sufficient, together with any other revenues available to City, to produce the amount necessary to operate, repair, and maintain the City System, and to pay the cost of Wholesale Wastewater Service from Authority. City will establish retail rates consistent with industry standard ratemaking principles. City will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

Section 4.05 City Wastewater Impact Fees. The Parties acknowledges that City has the right to the extent allowed under applicable law to assess, charge, and collect such impact fees, capital recovery fees, connection fees, meter fees, or other service fees, rates, taxes, or other charges as its governing body will deem appropriate in addition to the Wastewater Impact Fee. This Agreement will not be construed to require, limit, or restrict the governmental power of City to implement same. City will be solely responsible for the proper exercise of its governmental power to assess and collect such fees and charges and for ensuring that all fees, taxes, rates, and charges City elects to charge are in compliance with applicable law.

Article V.

WHOLESALE PAYMENT METHODOLOGY, REPORTS AND OTHER RELATED MATTERS

Section 5.01 Monthly Payment. By the 30th day of each month, City shall submit to Authority payment for Wholesale Wastewater Service for the prior month for its residential and non-residential customers. City shall calculate monthly usage for Wholesale Wastewater Service for residential customers based on the monthly average water usage for the months of November to March and City shall provide Authority documentation establishing such average water usage with its payment. City shall multiply the monthly usage for residential customers by the Wholesale Wastewater Rate to determine the monthly billing for residential customers. City shall calculate the payment for Wholesale Wastewater Service for non-residential customers based on the prior month's actual quantity of Wholesale Wastewater Service provided multiplied by the Wholesale Wastewater Service Rate. Payments for Wholesale Wastewater Service shall be mailed to the Authority's mailing address as provided in Section 8.09, or can be hand-delivered to Authority's main office in Schertz, Texas, upon prior arrangement. If payments will be made by bank-wire, City shall verify wiring instructions. In the event City or an assignee responsible for payment in accordance with this Agreement fails to timely make a payment as provided herein, City shall pay Authority's then-current approved late payment charges in addition to the unpaid monthly payment.

Section 5.02 Infiltration and Inflow. City acknowledges that water entering the Authority System from the City System emanating from any source whatsoever must be given treatment and

handling whether or not its source is revenue producing for City. Therefore, City agrees to pay for Infiltration and Inflow originating within the Wholesale Service Area without abatement in the same manner and cost as other Wastewater entering Authority's System from the City System at the Wholesale Wastewater Service Rate.

Section 5.03 Effect of Nonpayment. With respect to monthly billings, if Authority has not received payment from City by the due date, the bill will be considered delinquent, unless contested in good faith. In such event, Authority will notify City, or its assignee responsible for payment in accordance with this Agreement, of such delinquency in writing, if City or its assignee fails to make payment of the delinquent billing within 30 calendar days from the date of transmittal of such written notice of delinquency from Authority, then Authority may, at its discretion, terminate or reduce the level of Wholesale Wastewater Service to City until payment is made.

Section 5.04 Additional Required Notices. In addition to the monthly reports required by Section 4.03(b) above, City shall:

- (a) Provide to Authority a copy of each final subdivision plat of property within the Wholesale Service Area.
- (b) Provide to Authority by June 1 of every year during the term of this Agreement a report setting forth: (i) the total number of retail wastewater service connections within the Wholesale Service Area as of April 1 of the same year; and, (ii) the total number of new retail wastewater service connections to the City System during the prior annual period ending April 1 of the same year.

Article VI.

REGULATORY COMPLIANCE

Section 6.01 Agreement Subject to Applicable Law. The Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 6.02 Cooperation to Assure Regulatory Compliance. Since the Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, etc., each party will cooperate in good faith with the other Party at all times to assure compliance with any such governmental requirements where noncompliance or non-cooperation may subject the parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

Section 6.03 Sewer System Overflows. Each Party will initiate measures to remediate sewer system overflows in its System as directed by state, federal, or other officials, and immediately notify the other Party of the sewer system overflows affecting the Wholesale Service Area. Each Party is responsible for timely providing all required equipment and personnel to remediate a sewer system overflow, and providing any required notice to the EPA and/or the TCEQ regarding any overflows.

Article VII.
TERM, TERMINATION, DEFAULT, REMEDIES

Section 7.01 Term and Termination. This Agreement shall become effective upon the Effective Date and shall extend for a term of ___ (___) years unless terminated earlier as provided herein. Provided the City provides at least ___ months written notice to the Authority, it may renew this Agreement for one additional term of ___ (___) years. Authority may terminate this Agreement upon written notice to City for failure to pay any required Wastewater Impact Fees if the City fails to pay such Wastewater Impact Fees within **ninety (90) days** of Authority's written demand for payment of the unpaid Wastewater Impact Fees.

Section 7.02 Default.

(a) In the event City shall default in the payment of any amounts due to Authority under this Agreement, or in the performance of any material obligation to be performed by City under this Agreement, then Authority shall give City at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, Authority shall have the right to temporarily limit Wholesale Wastewater Services to City under this Agreement pending cure of such default by City and also to pursue any remedy available at law or in equity, pending cure of such default by City. Anything herein to the contrary notwithstanding, any Wastewater Impact Fees paid to Authority under this Agreement after the effective date of Authority's written notice which are accepted by Authority or which are awarded as a remedy to Authority shall increase the quantity of wastewater for which Authority will provide Wholesale Wastewater Services in accordance with this Agreement.

(b) In the event Authority shall default in the performance of any material obligation to be performed by Authority under this Agreement, then City shall give Authority at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, the City shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Authority. In the event such default remains uncured for an additional 180 days, then City shall, in addition to and not in lieu of any other remedies available to City, have the right to notify Authority that City intends to take a more limited amount of Wholesale Wastewater Services from Authority (which shall be at least the amount Authority is then able to provide to City) and City may then obtain other wastewater services from another provider or may take appropriate action to supply itself with additional wastewater services upon giving Authority written notice of its intent to do so. Authority acknowledges that the replacement of the Wholesale Wastewater Services which Authority has agreed to provide under this Agreement would be difficult and expensive for City, and agrees to use diligent good faith efforts to perform its obligations under this Agreement.

Section 7.03 Additional Remedies Upon Default. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party and shall be cumulative of the remedies provided. Recognizing however, that Authority's undertaking to provide and maintain the services of the Authority System is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, Authority agrees, in the event of any default on its part, that City shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination

of this Agreement) that may also be available. In recognition that failure in the performance of City's obligations could not be adequately compensated in money damages alone, City agrees in the event of any default on its part that Authority shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies that may also be available to Authority including the right to obtain a writ of mandamus or an injunction against City requiring the governing body of City to levy and collect rates and charges sufficient to pay the amounts owed to Authority by City under this Agreement. If either party institutes legal proceedings to seek adjudication of an alleged default under this Agreement, the prevailing party in the adjudication shall be entitled to its reasonable and necessary attorneys' fees.

Article VIII.
GENERAL PROVISIONS

Section 8.01 Assignability. Assignment of this Agreement by either party is prohibited without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned; provided however that the City hereby consents to the assignment of this Agreement to a conservation and reclamation district authorized by Article XVI, Section 59 of the Texas Constitution created for the purpose of owning and operating the Authority System and acting as successor in interest to the Authority.

Section 8.02 Amendment. This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of City and Authority and executed by duly authorized representatives of each.

Section 8.03 Necessary Documents and Actions. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Section 8.04 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the Parties regarding Wholesale Wastewater Service by Authority to City for the Wholesale Service Area.

Section 8.05 Applicable Law. This Agreement will be construed under and in accordance with the laws of the State of Texas.

Section 8.06 Venue. All obligations of the Parties created in this Agreement are performable in [REDACTED] County, Texas, and venue for any action arising under this Agreement will be in [REDACTED] County, Texas.

Section 8.07 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

Section 8.08 Duplicate Originals. This Agreement may be executed in duplicate originals each of equal dignity.

Section 8.09 Notices. Any notice required under this Agreement may be given to the respective Parties by deposit in regular first-class mail or by hand-delivery and by email to the address of the other party shown below:

City:

City of Garden Ridge
9400 Municipal Pkwy.
Garden Ridge, Texas 78266
Attention: [REDACTED]

Authority:

Cibolo Creek Municipal Authority
P.O. Box 930
Schertz, Texas 78154
Attention: General Manager

Notices shall be deemed received on the date of hand delivery or within three days of deposit in first-class mail.

Section 8.10 Consents and Approvals. Wherever this Agreement requires any Party, or its agents or employees to provide a consent, approval or similar action, the parties agree that such consent, approval or similar action will not be unreasonably withheld or delayed.

Section 8.11 Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 8.12 Records. Authority and City each agree to preserve, for a period of at least two years from their respective dates of origin, all books, records, test data, charts and other records pertaining to this Agreement. Authority and City shall each, respectively, have the right during reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 8.13 Force Majeure. If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided

but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 8.14 Good Faith. Each party agrees that, notwithstanding any provision herein to the contrary (i) it will not unreasonably withhold or condition or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, and (ii) it will act in good faith and shall at all times deal fairly with the other party.

Section 8.15 Authority of Parties Executing Agreement, Validity. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document. Each of the parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 8.16 Exhibits. The following exhibits, attached to this Agreement, are incorporated into this Agreement as if fully set forth:

Exhibit A: Map Showing Point(s) of Entry

Exhibit B: Wholesale Service Area

Section 8.17 Effective Date. This Agreement will be effective from and after the last date of due execution by all Parties.

CIBOLO CREEK MUNICIPAL AUTHORITY

By: _____
Erich W. Strey, President
Board of Directors

Date: _____

ATTEST: _____
Reginna Agee, Secretary

CITY OF GARDEN RIDGE:

By: _____
Andrew Dalton, Mayor

Date: _____

ATTEST: _____
Shelley Goodwin, City Secretary

Attachment C
Engineer's Opinion of Probable Cost

CITY OF GARDEN RIDGE

Sanitary Sewer Infrastructure

Preliminary Engineering Opinion of Probable Costs

Date: **9/23/14**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
Construction					
1	Site Clearing and Easement Preparation	AC	8.65	\$ 1,500	\$ 12,975
2	2-inch Pressure Sewer Pipe	LF	900	\$ 35	\$ 31,500
3	4-inch Pressure Sewer Pipe	LF	6,800	\$ 37	\$ 251,600
4	6-inch Pressure Sewer Pipe	LF	4,300	\$ 43	\$ 184,900
5	8-inch Pressure Sewer Pipe	LF	9,620	\$ 48	\$ 461,760
6	Fittings (All Sizes)	LS	1.00	\$ 24,000	\$ 24,000
7	Seeding and Re-vegetation	AC	8.65	\$ 600	\$ 5,190
8	Bonds, Mobilization and Insurance	%	1.00	7%	\$ 87,830
9	Bore and Case Right-of-Way and waterlines	LF	600.00	\$ 250	\$ 150,000
10	Service Extension	EA	50.00	\$ 1,575	\$ 78,750
Sub Total					\$ 1,288,505
11	Contingency	20%			\$ 257,701
Total Construction					\$ 1,546,206
12	Basic Engineering	11%			\$ 170,083
13	Row Agent and Legal Review				\$ 59,766
Total Professional Services & Construction					\$ 1,776,055
Additional Services					
14	Easement Identification and Acquisition	AC	8.65	\$ 30,000	\$ 259,500
15	Surveying and Easement Exhibit Preparation	LS	1	\$ 85,000	\$ 85,000
TOTAL ADDITIONAL SERVICES					\$ 344,500
TOTAL PROJECT COST FOR COLLECTION SYSTEM					\$ 2,120,555
Pro rata expenses per ESFU connection					
15	Initial Construction Expense (Debt Service and Interest Not Included)				\$ 1,034.42
16	Impact Fee per ESFU Cibolo Creek Municipal Authority				\$ 1,800.00
Total Impact Fee per ESFU assuming 4 ESFU's per acre with 410 acre service area					\$ 2,834.42
17	Individual Grinder Pump/Onsite Infrastructure at each connection (Developer Cost)	EA	1	\$ 8,500	\$ 8,500.00
Total Cost for Construction and Developer Expenses at Full Build Out					\$ 11,334.42

Note: Debt service and interest was not evaluated. This will be addressed once a phasing plan is established.

CITY OF GARDEN RIDGE

FM 2252 AND NACOGDOCHES LOOP WATERLINE IMPROVEMENTS

Preliminary Engineering Opinion of Probable Costs

Date: **1/3/14**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
Construction					
1	Prepare Site	LF	7,520	\$ 1	\$ 7,520
2	12" C-909 PVC Water Pipe	LF	7,520	\$ 54	\$ 406,080
3	12" Gate Valve	EA	7	\$ 2,500	\$ 17,500
4	12" Water Tie-in	EA	1	\$ 3,500	\$ 3,500
5	Fire Hydrant Assembly	EA	7	\$ 4,500	\$ 31,500
6	Ductile Iron Fittings	TON	5	\$ 4,500	\$ 22,500
7	Trench Excavation Safety	LF	7,520	\$ 1	\$ 7,520
8	Warning Tape	LF	7,520	\$ 1	\$ 3,760
9	Tracer Wire	LF	7,520	\$ 1	\$ 3,760
10	Traffic Control	LS	1		\$ 2,500
11	Seed & Dress Disturbed Areas	AC	3.45	\$ 1,600	\$ 5,524
12	Erosion & Sedimentation Control	LS	1		\$ 5,000
13	Testing & Disinfection	LS	1		\$ 5,500
14	Bonds, Mobilization, & Insurance				\$ 39,395
	Sub Total				\$ 561,559
	Contingencies	15%			\$ 84,234
	Total Construction				\$ 645,793
	Basic Engineering	15%			\$ 96,869
Additional Services					
	Easements	LF	7,520	\$ 15	\$ 112,800
	Easement Surveys and Acquisition Costs	LF	7,520	\$ 5	\$ 37,600
	Total Additional Services				\$ 150,400
	TOTAL PROJECT				\$ 893,062

CITY OF GARDEN RIDGE

FM 2252 - FM 2252 to SCHNEIDER LN.

Preliminary Engineering Opinion of Probable Costs

Date: **1/3/14**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
Construction					
1	Site Clearing & Easement Preparation	AC	0.60	\$ 2,000	\$ 1,200
2	12" C-905 PVC	LF	1,220	\$ 65	\$ 79,300
3	6" C-900 PVC (For Fire Hydrants)	LF	10	\$ 42	\$ 420
4	12" Gate Valve	EA	2	\$ 2,500	\$ 5,000
5	6" Valve Box	EA	2	\$ 300	\$ 600
6	Fittings	Ton	1	\$ 4,288	\$ 2,144
7	12" Water Tie-ins	EA	1	\$ 2,000	\$ 2,000
8	2" Air/Vacuum Release Valve	EA	1	\$ 2,950	\$ 2,950
9	Fire Hydrant Assemblies	EA	1	\$ 3,776	\$ 3,776
10	Seed & Dress Disturbed Areas	AC	0.60	\$ 3,000	\$ 1,800
11	Bore/Case FM 2252	LF	50	\$ 400	\$ 20,000
12	Trench Safety	LF	1,230	\$ 1	\$ 1,230
13	Cut/Replace of Asphalt Driveways	SY	171	\$ 60	\$ 10,260
14	Cut/Replace of Concrete Driveways	SY	101	\$ 60	\$ 6,060
15	Erosion & Sedimentation Control	LF	1,230	\$ 1	\$ 1,230
16	Remove & Replace Fence	LF	80	\$ 5	\$ 400
17	Testing & Disinfection	LF	1,230	\$ 1	\$ 1,230
18	Bonds, Mobilization, & Insurance	7%			\$ 9,772
Sub Total					\$ 149,372
19	Contingencies	15%			\$ 22,406
Total Construction					\$ 171,778
1	Basic Engineering	15%			\$ 25,767
Additional Services					
1	Surveying Easement Exhibits & Field Notes	EA	6	\$ 2,000	\$ 12,000
2	Permitting, TCEQ, County, Floodplain, TXDOT, SW3P				\$ 1,716
Total Additional Services					\$ 13,716
TOTAL PROJECT					\$ 211,260

Attachment D
Financial Advisor's Calculations

City of Garden Ridge, Texas

Interest and Sinking Fund Tax Rate Study Pressurized Sewer System AND Water Extensions

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	R	S
Fiscal Year Ending 9-30	Net Taxable Ass't Valuation Over 65 Freeze	Cert. Oblig. Series 2009	GO Refdg Series 2012	GO Refdg Series 2009	Cert. Oblig. Series 2012	Total Outstanding	Cert. Oblig. Series 2009	GO Refdg Series 2009	GO Refdg Series 2012	SIF Sprng	Net Tax Supported	Total I & S Rate	Projected Cert. Oblig. Series 2014	Projected I & S Rate	Projected Total Debt Service	Projected I & S Rate	Fiscal Year Ending 9-30
2015	\$ 594,280,281	\$ 296,971	\$ 114,600	\$ 191,900	\$ 332,063	\$ 935,534	\$ 296,971	\$ 21,384	\$ 53,828	\$ 372,184	\$ 563,350	\$ 0.0948	\$ -	\$ -	\$ 563,350	\$ 0.0948	2015
2016	612,108,689	300,571	110,600	193,850	333,513	938,534	300,571	20,638	54,375	375,584	562,950	0.0920	214,219	0.0350	777,168	0.1270	2016
2017	630,471,950	298,871	111,500	190,750	334,863	935,984	298,871	20,806	53,505	373,183	562,801	0.0893	220,188	0.0349	782,989	0.1242	2017
2018	649,386,109	301,871	112,200	192,600	331,163	937,834	301,871	20,937	54,024	376,832	561,002	0.0864	231,156	0.0356	792,158	0.1220	2018
2019	668,867,692	299,571	-	209,200	431,413	940,184	299,571	-	58,681	358,252	581,932	0.0870	236,656	0.0354	818,588	0.1224	2019
2020	688,933,723	297,071	-	215,025	434,763	946,859	297,071	-	60,315	357,386	589,473	0.0856	236,875	0.0344	826,348	0.1199	2020
2021	702,712,397	299,271	-	215,213	432,200	946,684	299,271	-	60,367	359,638	587,045	0.0835	241,813	0.0344	828,858	0.1180	2021
2022	716,766,645	301,071	-	210,338	434,450	945,859	301,071	-	59,000	360,071	585,788	0.0817	241,469	0.0337	827,257	0.1154	2022
2023	731,101,978	297,571	-	150,800	435,638	884,009	297,571	-	297,571	586,438	0.0802	240,938	240,938	0.0330	827,375	0.1132	2023
2024	745,724,017	298,771	-	151,525	430,813	881,109	298,771	-	298,771	582,338	0.0781	240,219	240,219	0.0322	822,556	0.1103	2024
2025	760,638,498	298,396	-	147,175	430,763	876,334	298,396	-	298,396	577,938	0.0760	239,313	239,313	0.0315	817,250	0.1074	2025
2026	775,851,268	297,499	-	-	435,338	732,836	297,499	-	297,499	435,338	0.0549	246,563	246,563	0.0312	681,100	0.0861	2026
2027	791,368,293	297,121	-	-	434,538	731,659	297,121	-	297,121	434,538	0.0537	244,719	244,719	0.0303	678,156	0.0840	2027
2028	807,195,659	300,961	-	-	433,438	734,399	300,961	-	300,961	433,438	0.0524	242,688	242,688	0.0295	674,244	0.0819	2028
2029	823,339,572	299,031	-	-	431,556	730,588	299,031	-	299,031	431,556	0.0517	245,375	245,375	0.0292	679,175	0.0809	2029
2030	839,806,364	301,453	-	-	433,800	735,253	301,453	-	301,453	433,800	0.0508	242,781	242,781	0.0283	678,338	0.0792	2030
2031	856,602,491	-	-	-	435,556	435,556	-	-	-	435,556	0.0494	244,906	244,906	0.0280	676,813	0.0775	2031
2032	873,734,541	-	-	-	431,906	431,906	-	-	-	431,906	-	241,750	241,750	0.0271	674,313	0.0758	2032
2033	891,209,232	-	-	-	-	-	-	-	-	-	-	243,313	243,313	0.0268	672,813	0.0741	2033
2034	909,033,416	-	-	-	-	-	-	-	-	-	-	244,500	244,500	0.0264	671,313	0.0724	2034
2035	927,214,084	-	-	-	-	-	-	-	-	-	-	244,500	244,500	0.0264	670,313	0.0707	2035
		\$ 4,786,075	\$ 448,900	\$ 1,299,275	\$ 7,397,769	\$ 14,701,118	\$ -	\$ 83,765	\$ 454,094	\$ 53,323,934	\$ 9,377,185	\$ 4.782,563	\$ -	\$ 4.782,563	\$ 13,915,247	\$ 0.0264	
							100.00%	18.66%	28.05%								

Notes:
1. Growth in the Net Taxable Value is assumed to be 2%.
2. The current tax rate collection ratio is assumed to be 100%.
Last Revised: 8/18/2014

City of Garden Ridge, Texas

Interest and Sinking Fund Tax Rate Study Pressurized Sewer System Only

Fiscal Year Ending 9-30	Net Taxable Ass'd Valuation Adjusted for Over 65 Freeze	Currently Outstanding Debt Issues			Less Self-Supporting Debt (Water System)			Net Tax Supported	Total I & S Rate	Projected Cert. Oblig. Series 2014	Projected I & S Rate	Projected Total Debt Service	Projected I & S Rate	Fiscal Year Ending 9-30	
		Cert. Oblig. Series 2009	GO Refdg Series 2009	GO Refdg Series 2012	Cert. Oblig. Series 2009	GO Refdg Series 2009	GO Refdg Series 2012								Projected I & S Rate
2015	\$ 594,280,281	\$ 296,971	\$ 114,600	\$ 332,063	\$ 296,971	\$ 21,384	\$ 372,184	\$ 563,350	0.00948	\$ -	\$ -	\$ 563,350	\$ 0.0948	2015	
2016	612,108,689	300,571	110,600	333,513	300,571	54,375	375,584	562,950	0.0920	122,344	0.0200	685,293	0.1120	2016	
2017	630,471,950	298,871	111,500	334,863	298,871	53,505	373,183	562,801	0.0893	135,531	0.0215	698,332	0.1108	2017	
2018	649,386,109	301,871	112,200	331,163	301,871	54,024	376,832	561,002	0.0864	158,000	0.0243	719,002	0.1107	2018	
2019	668,867,692	299,571	-	431,413	299,571	58,681	358,252	581,932	0.0870	159,906	0.0239	741,838	0.1109	2019	
2020	688,933,723	297,071	-	434,763	297,071	60,315	357,386	589,473	0.0856	156,719	0.0227	746,192	0.1083	2020	
2021	702,712,397	299,271	-	432,200	299,271	60,367	359,638	587,045	0.0835	158,438	0.0225	745,483	0.1061	2021	
2022	716,766,645	301,071	-	434,450	301,071	59,000	360,071	585,788	0.0817	159,969	0.0223	745,757	0.1040	2022	
2023	731,101,978	297,571	-	435,638	297,571	-	297,571	586,438	0.0802	161,313	0.0221	747,750	0.1023	2023	
2024	745,724,017	298,771	-	430,813	298,771	-	298,771	582,338	0.0781	157,563	0.0211	739,900	0.0992	2024	
2025	760,638,498	298,396	-	430,763	298,396	-	298,396	577,938	0.0760	163,625	0.0215	741,563	0.0975	2025	
2026	775,851,268	297,499	-	435,338	297,499	-	297,499	573,338	0.0549	165,000	0.0208	744,444	0.0758	2026	
2027	791,368,293	297,121	-	434,538	297,121	-	297,121	434,538	0.0537	165,406	0.0212	749,744	0.0773	2027	
2028	807,195,659	300,961	-	433,438	300,961	-	300,961	433,438	0.0524	165,406	0.0205	749,744	0.0742	2028	
2029	823,339,572	299,031	-	431,556	299,031	-	299,031	431,556	0.0517	165,656	0.0201	749,744	0.0714	2029	
2030	839,806,364	301,453	-	433,800	301,453	-	301,453	433,800	0.0508	165,500	0.0193	749,744	0.0702	2030	
2031	856,602,491	-	-	435,556	-	-	-	435,556	-	165,500	0.0189	749,744	0.0725	2031	
2032	873,734,541	-	-	431,906	-	-	-	431,906	-	164,625	0.0185	749,744	0.0683	2032	
2033	891,209,232	-	-	-	-	-	-	-	-	163,906	0.0180	749,744	0.0185	2033	
2034	909,033,416	-	-	-	-	-	-	-	-	163,906	0.0180	749,744	0.0180	2034	
2035	927,214,084	-	-	-	-	-	-	-	-	163,000	0.0176	749,744	0.0176	2035	
		\$ 4,786,075	\$ 448,900	\$ 7,397,769	\$ -	\$ 83,765	\$ 454,094	\$ 9,377,185		\$ 3,181,688		\$ 12,395,872			
					100.00%	18.66%	28.05%								

Notes:

- Growth in the Net Taxable Value is assumed to be 2%.
- The current tax rate collection ratio is assumed to be 100%.

Last Revised: 8/18/2014

Attachment E
Sample Commercial Service Contract

**PRIVATELY OWNED COMMERCIAL GRINDER PUMP
SEWER SYSTEM SERVICE AGREEMENT**

This Agreement Concerning Commercial Grinder Pump Sewer Systems is entered into by and between _____ (the "District") and _____ ("Customer") for sanitary sewer service to the property located at _____ ("Property").

RECITALS

WHEREAS, the District owns, operates and maintains a centralized sanitary sewer system from which Customer desires to obtain sewer service; and

WHEREAS, the elevation and/or slope of the Property in relation to the location of the District's sanitary sewer system requires Customer's installation of a pressure sewer system commonly known as a grinder pump system ("System") in order to transport Customer's sewage to the District's sanitary sewer system; and

WHEREAS, the District's sanitary system is regulated by the rules and regulations of the Texas Commission on Environmental Quality ("TCEQ"); and

WHEREAS, the rules and regulations of the TCEQ require that the District only allow the use of a System by a Customer under terms and conditions set forth in a service agreement; and

WHEREAS, Customer desires to connect to the District's sanitary sewer system to receive sewer service from the District;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the District and Customer agree as follows:

1. As a condition to initiation and continuation of sanitary sewer service to Customer by the District:
 - a. The District shall have the right to prior approval of the design of the System, including size, materials and equipment, prior to installation of the System by Customer. It shall be the responsibility of the Customer to obtain from the District's engineer the design requirements for the System for the Property. A specific pump may be specified by the District's representative. The design requirements shall be determined by the District's engineer and shall be in accordance with the rules of the TCEQ (30 Texas Administrative Code 317.2) for sewage collection systems, as those rules are amended from time to time. The final design provided by the Customer shall be submitted to the District's representative at least five (5) business days in advance of desired installation.

- b. District shall have the right to inspect the installed System prior to initiation of service to the Property. Customer shall give the District at least two (2) business days notice requesting an inspection. Customer agrees to correct any deficiencies.
 - c. Customer agrees that the District shall have the right to stop any discharges from the System in order to prevent contamination of state waters.
 - d. District and Customer concur that this agreement hereby contracts for the District's representative to maintain and repair only the grinder pump portion of the System on behalf of the Customer and Customer shall pay to the District all costs incurred in such maintenance and repair.
 - e. Customer agrees that the District and its representatives shall have the right to enter the Customer's property to operate, maintain and repair the grinder pump on behalf of the Customer.
2. The District and Customer agree that, although the System is owned by Customer, the System shall be regarded as an integral component of the District's sanitary sewer system and not as a part of the plumbing for the Property as required by the Rules of the TCEQ.
3. Customer agrees to pay all fees and charges set by the District as set forth in the District's Rate Order and Rules and Regulations regarding design, installation and operations and maintenance of the System as may be amended from time to time.
4. All commercial lift and grinder stations connected to the wastewater system require regular professional maintenance and cleaning. This grinder pump service agreement refers ONLY to the grinder pump(s) and does not cover such things as routine maintenance, electrical repairs, cleaning, pumping or odor control. These items are the responsibility of the owner, and may be accomplished by a commercial professional or upon request. When these services are required, the Customer must pay the current rate for all services performed. Lack of proper maintenance can cause odor problems and pump malfunctions which can lead to costly backups, overflows and public health issues. Bypassing required alarms and controls is a violation of the state law and may lead to fines on the owner levied by the TCEQ agency. Routine maintenance is an integral part in preserving the integrity of sanitary wastewater system(s).
5. Customer acknowledges and agrees that failure of Customer to pay all costs associated with the operation and maintenance of the grinder pump portion of the System as set forth in the District's Rate Order and Rules and Regulations or failure of Customer to allow the District and its representatives to enter Customer's property, as set forth in Section 1.e. above, shall be grounds for the disconnection of water and wastewater service to the Property.

6. This Agreement shall be performable in _____, Texas, which county shall be the exclusive place for venue for any disputes arising under the Agreement.
7. Any amendments to this Agreement must be in writing and signed by both the District and the Customer.
8. This Agreement is not assignable by Customer. Upon termination of service to the Property, any new customer desiring to receive water and/or wastewater service from the District shall be required to execute their own service agreement.
9. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES FROM ANY CLAIMS OR DAMAGES ASSOCIATED WITH OR ARISING FROM DESIGN, OPERATION OR MAINTENANCE OF THE GRINDER PUMP SYSTEM.
10. Customers with grinder pump stations acknowledge that they may be assessed a certain extra monthly fee to offset the cost of maintaining grinder pump maintenance equipment and personnel.
11. The System will be powered by Customer's electrical service. In the event that power service to the System is disrupted, Customer shall be responsible for taking measures to prevent the backup of wastewater on the Property.

ENTERED INTO this the _____ day of _____, 201__.

DISTRICT:

By: _____

CUSTOMER:

By: _____
Printed Name: _____

SERVICE AGREEMENT

Date: ___/___/___

Service Address: _____

Customer Name: _____

Billing Address: _____

Phone: _____

Email: _____

Closing Date: _____

Check Applicable Items: ___ Residential ___ Commercial ___ Owner ___ Tenant

This agreement is entered into by _____ ("District") and _____ ("Customer"), for water and/or wastewater service at the above address.

The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water system construction or configuration. The District enforces these rules to ensure public health and welfare.

RESTRICTIONS- The following unacceptable practices are prohibited by State regulations:

- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
- B. No cross-connection between the public drinking water supply and a private water system, including wells, is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure zone backflow prevention device.
- C. No connection which allows water to be returned to the public drinking water supply is permitted.
- D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

The Customer acknowledges that the system water pressure may vary **widely** from time to time depending upon equipment configuration and water demand. **A properly functioning pressure relief valve (PRV) is required to be installed by the Customer on all District connections.**

The District shall sell and deliver water service to the Customer and the Customer shall purchase, receive, and/or reserve water service from the District in accordance with the rules, policies, and rate structure of the District as amended from time to time by the Board of Directors.

All water shall be metered by meters installed and owned by the District. The meter and/or connection is for the sole use of the Customer and is to serve water to only one (1) dwelling and /or only one (1) business. Extension of pipe or pipes to transfer water from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, business, and/or property, is prohibited.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on or near the Customer's property at a point to be chosen by the District, and shall have access to its property and equipment located upon the Customer's premises at all reasonable times for any purpose connected with its operations, and upon discontinuance of service, the District shall have the right to remove any of its equipment from the Customer's property. The District may trim landscaping, clear debris, or otherwise ensure clear access to meters.

The District's authorized employees shall have access to the Customer's property or premises and service lines and plumbing facilities at all reasonable times for the purpose of inspecting for possible violations of the District's policies and to ensure compliance with the state required Minimum Acceptable Operating Practices for Public Drinking Water Systems, as promulgated by the Texas Commission on Environmental Quality or successor agency, applicable plumbing codes, and utility construction standards.

The District has adopted the 2009 Edition of the Uniform Plumbing Code (Code) with local amendments which shall apply to the erection, installation, alteration, addition, repair, relocation, replacement, maintenance, or uses of any plumbing system connected to, or to be connected to, the District's water or wastewater system. All plumbing work done in the district shall meet the requirements set forth in this Code with the exception of those properties in the Cities of Austin or Lakeway which shall comply with the 2006 International Residential Code as required by state law. Commercial properties in the City of Lakeway shall comply with the 2009 Edition of the Uniform Plumbing Code. Plumbing permits are required for all residential and commercial construction, irrigation and pool system installation.

In the event the total water supply is insufficient to meet all of the needs of the Customers, or in the event there is a shortage of water, all Customers are required to comply with any water rationing plan indicated by the District.

The Customer shall install at his own expense a service line from the water meter to the point of use, including any customer service isolation valves and other equipment as may be specified by the District.

The Customer agrees to grant to the District any required easements or rights-of-way for the purpose of installing, maintaining and operating such pipe lines, meters, valves, and any other equipment which may be deemed necessary for the provision of Utility service to existing or future customers. The District will attempt to restore the Customer's property to its original condition after installation or repairs. This easement must be in such form as is required by the District. The Customer agrees not to interfere with the District's employees in the discharge of their duties. The Customer will not permit anyone except District employees to tamper with or interfere with any of the District's equipment installed on the Customer's premises.

By execution of this agreement, the Customer shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other customers/users of the District system, normal failures of the system, or other events beyond the District's control.

The Customer also hereby agrees to waive, release, and hold the District harmless from any claims and damages resulting from malfunctioning, failure, or absence of check valves, backflow prevention devices, and pressure relief valves, including without limitation, damages to persons or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue.

By execution of the Service Agreement, the Customer shall guarantee payment of all other rates, fees, and charges due. Bills are mailed by the 25th of each month, payments must be in the office by 5:00 p.m. on the due date of the following month. A 10% penalty is added after the due date. Service will be discontinued and a reconnect fee and service call(s) fee(s) charged when the bill becomes two (2) billing cycles delinquent. A Customer's obligation to make timely payments for service rendered is not released or diminished because a water bill(s) was/were not received.

If the Customer fails to comply with the terms of the Service Agreement, the District shall, at its option, terminate service or properly install, test and maintain an appropriate backflow prevention device at the service connection. Copies of all testing and maintenance records shall be provided to the District. Any expense associated with the enforcement of this agreement shall be billed to the Customer.

Customer Signature

Date

October 1, 2014

From: Garden Ridge Planning and Zoning Commission
Regular Session Tuesday September 9, 2014

To: Garden Ridge City Council

Subjects:

- a. Request from Seven 13 Signs & Graphics, Kailey Aldrich, to be allowed to place a directional sign for Forest Waters Club at the corner of Schoenthal Road and F.M. 3009

Was tabled for lack of petitioner Presentation

- b. Preliminary Plat for Nacogdoches Loop Subdivision (Winco)

Motion was approved unanimously 4-0.

Commission Recommendation on a. Request for directional Sign

Petitioner did not appear.

Commission Recommendation on b. Preliminary Plat for Nacogdoches Loop Subdivision (Winco)

Frank Dansby
Vice Chairman



September 9, 2014

Ms. Nancy Cain, City Administrator
CITY OF GARDEN RIDGE
9400 Municipal Parkway
Garden Ridge, Texas 78266

RE: **Nacogdoches Loop Subdivision
Preliminary Plat Review Comments
Stormwater Management Report (SWMR) Review**

Dear Ms. Cain:

River City Engineering has reviewed the subject preliminary plat and storm water management report for the Nacogdoches Loop Subdivision and all comments have been addressed from our previous review. We therefore recommend approval of the Preliminary Plat for the Nacogdoches Loop Subdivision.

Sincerely,

Garry Montgomery, P.E.
River City Engineering, PLLC



Garden Ridge Water Department
9400 Municipal Pkwy.
Garden Ridge, TX 78266

31 July 2014

Account Number: 204545-00

Account Holders: Mr. and Mrs. James E. Young, 21329 Forest Waters Circle

To: City of Garden Ridge Water Commission

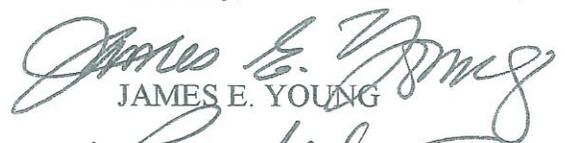
This letter is requesting a waiver to our August 2014 water bill. The excessive amount of water use inside our home was during the timeframe in which we were out of town on vacation (25 Jun–11Jul). It appears the excessive amount of water was due to a malfunctioning toilet that must have run the entire time we were on vacation.

Our record over the last 23 years will show we are not excessive users of water. The following is a snapshot of our water usage in 2011, 2012, 2013 and 2014 for the months of May, June, July and August:

May 2011: \$107.29	May 2012: \$85.50
June 2011: \$79.04	June 2012: \$66.75
July 2011: \$86.54	July 2012: \$176.75
Aug 2011: \$86.54	Aug 2012: \$60.25
May 2013: \$60.25	May 2014: \$38.25
June 2013: \$25.00	June 2014: \$111.00
July 2013: \$138.50	July 2014: \$283.99
Aug 2013: \$100.50	Aug 2014: \$1411.78 (amount billed)

We have paid approximately a fourth of the August bill in the amount of \$360.00. We respectfully request a waiver of the remaining three fourths, due to the unusual circumstance. Thank you for your consideration.

Sincerely,


JAMES E. YOUNG

TRELLIS V. YOUNG



City of Garden Ridge

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

CITY OF GARDEN RIDGE WATER DEPARTMENT

NAME Jim Young
SERVICE ADDRESS 21329 Forest Waters Cir
ACCOUNT # 20-4545-00 PHONE # _____

I am requesting an adjustment on my Aug 2014 water bill due to a leak.

I understand I can only receive this adjustment ONCE every TWO years.

Amount of Total Bill \$1441.02
-Non-Water Items - 29.26
-Base Water Rate - 18.00
Amount to be Adjusted \$1393.76 x 50%
Adjustment Given \$696.88
+Non-Water Items + 29.26
+ Base Water Rate + 18.00
New Total Amt. Due \$744.14

Customer Signature _____ Date _____

Water Mgr. Approval _____ Date _____

- = minus + = plus



City of Garden Ridge Water Department

9400 Municipal Parkway
Garden Ridge, Texas 78266
(210) 651-6831
Fax: (210) 651-9638

COPY



CRRT R003
COL J.E./LT COL YOUNG
21329 FOREST WATERS CIR
SAN ANTONIO TX 78266-2786

Important Information on
Reverse Side

ACCOUNT NUMBER	DATE BILL MAILED	SERVICE FROM	SERVICE TO	DAYS USED	DUE DATE					
20-4545-00	07/31/2014	06/23/14	07/23/14	30	08/15/2014					
PREVIOUS READING	PRESENT READING	GALLONS USED	DESCRIPTION		AMOUNT DUE					
183000	327000	144000	RI WATER TR1 GARBAGE EAA EAA FEE TAX		1,411.76 24.56 2.67 2.03					
STAGE 3 WATER RESTRICTIONS IN EFFECT SEE CALENDAR. SURCHARGE BEGINS AFTER 45,000 GALLONS. THANK YOU FOR ALL YOUR CONSERVATIONS EFFORTS. NON-EMERGENCY/ AFTER HOURS/LOST & FOUND PETS CALL 651-6831										
SERVICE ADDRESS ▶ 21329 FOREST WATERS CIRC					AMOUNT DUE	<table border="1"> <tr> <th>AFTER DUE DATE</th> <th>BY DUE DATE</th> </tr> <tr> <td>\$1,584.93</td> <td>\$1,441.02</td> </tr> </table>	AFTER DUE DATE	BY DUE DATE	\$1,584.93	\$1,441.02
AFTER DUE DATE	BY DUE DATE									
\$1,584.93	\$1,441.02									

KEEP THIS PORTION FOR YOUR RECORDS

PLEASE RETURN THIS PORTION
WITH YOUR PAYMENT TO:



City of Garden Ridge Water Department

9400 Municipal Parkway
Garden Ridge, Texas 78266
(210) 651-6831
Fax: (210) 651-9638



CRRT R003
COL J.E./LT COL YOUNG
21329 FOREST WATERS CIR
SAN ANTONIO TX 78266-2786

SERVICE ADDRESS ▶ 21329 FOREST WATERS CIRC

DUE DATE	ACCOUNT NUMBER
08/15/14	20-4545-00
AFTER DUE DATE	BY DUE DATE
\$1,584.93	\$1,441.02

AMOUNT DUE



Account Number
 Zone

Address
 Name

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

Services

Filter

Period

Thru

Grid Graph



Year									
Month	Date	Read		Total Consumption	Demand		Reading		Occupant
		Previous	Current		Read	Consumption	Flag	Source	
- Year : 2014 Total 7									
Jul	07/23/2014	183	327	144			Regular	Service Order	00
Jun	06/23/2014	123	183	60			Regular	Hand Held	00
May	05/22/2014	88	123	35			Regular	Hand Held	00
Apr	04/23/2014	72	88	16			Regular	Hand Held	00
Mar	03/24/2014	9	72	63			Regular	Hand Held	00
Feb	02/21/2014	0	9	26			Regular	Hand Held	00
Jan	01/23/2014	2964	2979	15			Regular	Hand Held	00
- Year : 2013 Total 12									
Dec	12/23/2013	2956	2964	8			Regular	Hand Held	00
Nov	11/21/2013	2950	2956	6			Regular	Hand Held	00
				Avg 26					

Edit This Record

View

water

August 20, 2014

To: Water Commission Chairman Bower and
Water Commissioners

From: City Administrator Cain

The City of Garden Ridge ongoing Capital Improvement Project required the city to obtain a drainage easement through property owned by Carmen Morales at 20325 Grass Creek for the installation of drainage culverts and grading of a drainage channel. During the negotiation of the easement with Mrs. Morales the city agreed to reestablish the lawn and associated landscaping that was disturbed by the necessary work through the drainage easement. The City of Garden Ridge requests a variance to water newly laid sod and any other landscape that is disturbed during work performed in the drainage easement through Mrs. Morales's yard. The variance requested would be for a period of 60 days upon completion of the drainage improvements through the drainage easement on her property and installation of new sod and landscape within the drainage easement.

Tabled 9/3/14

City Administrator

From: City Administrator
Sent: Monday, September 22, 2014 3:45 PM
To: 'Diana Scott'
Subject: RE: GRWC MARKETPLACE BANNERS

Mrs. Scott,

The GRWC "Holiday Marketplace" banners are approved as requested.

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

From: Diana Scott [<mailto:vadiana44@yahoo.com>]
Sent: Monday, September 22, 2014 2:54 PM
To: City Administrator; administrator@city.garden-ridge.tx.us
Subject: GRWC MARKETPLACE BANNERS

Attention: Nancy Cain, City Administrator

Dear Mrs. Cain

On behalf of the GRWC, I am requesting permission to place our "HOLIDAY MARKETPLACE" banners in the following places

Corner of FM 3009 & 2252 (front of Mr. Weiss's property)
FM 2252 (beside the GR City Community Board Sign)

Smaller banner on the entrance to City Hall on Municipal Pkwy.

Since our event is October 11th we would like permission to install ASAP from September 23 until day of the event October 11th.

Thanking you in advance for your attention to this request ! If you need any additional information please do not hesitate to call me.

Respectfully,

Diana Scott
GRWC President
(210-651-3320)

City Administrator

From: City Administrator
Sent: Thursday, September 04, 2014 10:20 AM
To: 'Luanne Schuetze'
Subject: RE: Sign Request

Mrs. Schuetze,

The sign request for the Bracken United Methodist Church rummage sale is approved as submitted.

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

From: Luanne Schuetze [<mailto:luanne1205@gmail.com>]
Sent: Wednesday, September 03, 2014 7:14 PM
To: City Administrator
Subject: Sign Request

The Bracken United Methodist Church semi-annual rummage sale will be Saturday, September 13, from 8am - 12 noon.

We request permission to place a rummage sale sign at the corner of 3009 and 2252 on Mr. Wetz's fence, approximately one week prior to the sale, to stay up thru that Saturday. Mr. Wetz has granted his permission. If we are not able to have the sign up for a week, we'd like permission to put up a sign that Saturday morning.

We would also like to place one in the ground at 19831 FM 2252. We have the Eastman family's permission.

Thank you,
Luanne Schuetze
UMW Communications
Bracken United Methodist Church
210-722-7522

City Administrator

From: City Administrator
Sent: Wednesday, September 10, 2014 8:46 AM
To: 'Dennis&Mary'
Subject: RE: Triumphant Lutheran Church Oktoberfest Banners

Mrs. Feuge,

The sign request of Triumphant Lutheran Church for the Oktoberfest celebration is approved as requested. On one note, the city does ask that when the sign is placed at the FM 2252 location near the city's marquee that it is placed in such a manner that the messages on the marquee are not blocked in any way.

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

From: Dennis&Mary [<mailto:d-mfeuge@satx.rr.com>]
Sent: Tuesday, September 09, 2014 6:42 PM
To: City Administrator
Subject: Triumphant Lutheran Church Oktoberfest Banners

Dear Ms Cain,

Triumphant Lutheran Church requests permission from the City of Garden Ridge to place an approximate 4 foot by 10 foot banner at three locations announcing our Oktoberfest celebration scheduled for October 18th. We request to put these signs up beginning September 19th, complying with the 30 days prior to event rule.

- The first of these is on our own property at 21315 Bat Cave Road.
- The intersection of FM2252 and FM3009 on Mr. Monroe Wetz' property. We have spoken to the Wetz family and they agree to our having a sign there.
- On FM2252 near the city's marquee.

We value our relationship with the City of Garden Ridge and invite all who care to attend to join us for our celebration. An article for the October Grapevine will follow shortly. Thank you for your assistance.

Sincerely,

Mary Feuge
Evangelism Team, Triumphant Lutheran Church
210-599-4812

8/21/2014 THRU 9/20/14

MAJOR PERMITS

Permit #	Address	Builder	Sq Ft.	Value \$	Permit Fees
TOTAL			0	\$ -	\$ -

MINOR PERMITS

Permit #	Address	Builder	Project	Permit Fees
0721 -14	21835 Bat Cave Rd.	Don Kines	Arbor	\$ 100.00
0722 -14	8423 Wild Wind Park	A&G Custom Fencing	Fence	\$ 125.00
0723 -14	19431 Arrowood Place	Bang Electric	Minor Electric	\$ 125.00
0724 -14	9010 Sumac Cove	Topps Plumbing	Minor Plumbing	\$ 100.00
0725 -14	8543 Bindseil Lane	Champion A/C	Minor HVAC	\$ 100.00
0726 -14	21670 Forest Waters Cir	J Garcia	Driveway	\$ 125.00
0727 -14	21409 Forest Waters Cir	Mario Ochoa	Fence	\$ 125.00
0728 -14	9002 Tuscan Hills	Landscape Wall	Botanical Desing	\$ 125.00
0729 -14	22119 Cristobal Dr.	Shawn Willis	Fence	\$ 125.00
0730 -14	21401 Fairview Circle	Gary Mallett	Fence	\$ 125.00
0731 -14	9011 Tuscan Hills	Alamo Fence	Fence	\$ 125.00
0732 -14	21729 Forest Waters Cir	Rehinlander Homes	Spa	\$ 125.00
0733 -14	19463 Arrowood Pl	J B Woolf Sheds	Outbuilding	\$ 125.00
0734 -14	19411 Arrowood PL	Rivercity Deck & Patio	Arbor	\$ 100.00
0735 -14	9010 Tuscan Hills	Fencecrete	Fence	\$ 125.00
0736 -14	9018 Cinabar Court	Buzz County Wide Fence	Fence	\$ 125.00
0737 -14	8988 Schoenthal Rd.	Air 2 U	Minor HVAC	\$ 100.00
0738 -14	19422 Arrowood Pl.	Tim Ernest	Deck Cover	\$ 100.00
TOTAL				\$ 2,100.00

TOTAL MAJOR FEES FOR THE MONTH	\$ -
TOTAL MINOR FEES FOR THE MONTH	\$ 2,100.00
TOTAL ALL PERMIT FEES FOR THE MONTH	\$ 2,100.00

TOTAL MAJOR PROJECTS VALUE FOR THE YEAR	\$ 15,935,530.00
TOTAL MAJOR PROJECTS SQ FT. FOR THE YEAR	\$ 122,581.00

TOTAL MAJOR PERMIT FEES FOR THE YEAR	\$ 98,331.68
TOTAL MINOR PERMIT FEES FOR THE YEAR	\$ 34,736.38
TOTAL ALL PERMIT FEES FOR THE YEAR	\$ 133,068.06

GARDEN RIDGE COMMUNITY CENTER
MONTHLY REPORT
August 21st thru September 20th, 2014

New Events Booked in Current Month	Charged	7
	No Charge	1

2013-2014

Total Number of Events for the Month	4
Events cancelled in for the Month	0
Total Number of Days in Use for the Month Wildflower Room Only	7

2012-2013

Total Number of Events for the Year	81
Total Number of days Used for the Year	261
Total Number cancelled for the Year Wildflower and Bluebonnet Room	4

Past years	# of Events	# of Days
2011-2012	76	257
2010-2011	72	241
2009-2010	65	208
2008-2009	67	199
2008	53	190
2007	58	183
2006		139
2005		116
2004		81

Water Managers
Monthly Department Report
Sep-14

	2013				2014				Report Date Actual Month
	Edwards Gallons	Trinity Acre Feet	Total Acre Feet	Quarterly Acre Feet	Edwards Gallons	Trinity Acre Feet	Total Acre Feet	Quarterly Acre Feet	
January	193,000	0.59	53.08		0	0.00	51.38		Actual
February	719,000	2.21	68.06		1,000	0.00	53.52		Actual
March	4,110,000	12.61	94.53	215.67	567,000	1.74	62.92	169.56	Actual
April	9,909,000	30.41	77.04		5,793,000	17.78	77.66		Actual
May	7,721,000	23.69	78.89		6,107,000	18.74	75.01		Actual
June	6,332,000	19.43	93.16	249.08	27,186,000	83.43	12.72	285.33	Actual
July	13,417,000	41.18	119.92		30,026,000	92.15	19.71		Actual
August	16,315,000	50.07	136.41		27,471,000	84.31	36.84		Actual
September	6,103,000	18.73	74.40	330.73	12,808,000	39.31	25.68	297.99	9/1 - 9/22
October	26,000	0.08	53.36		0	0.00	0.00		
November	866,000	2.66	50.20		0	0.00	0.00		
December	30,000	0.09	0.09	103.65	0	0.00	0.00	0.00	
TOTAL	65,741,000	201.75	899.13		109,959,000	337.45	752.87		Total EAA Allocations 1,002.19
					<i>Total Edwards Available: 1,001.887 -40% 628.26 Unused 290.80</i>				

Current Edwards Permits

Permit	Year Comparison:	January/December 2013	January/December 2014
Allocated Pumpage		484.071	
Purchase		2.000	
Purchase		1.301	
Purchase		3.895	
Purchase		2.000	
Purchase		4.000	
Purchase		2.000	
Purchase		2.000	
Purchase		14.000	
Purchase		1.760	
Purchase		62.000	
Transfer		0.660	
Transfer		4.500	
Transfer		2.000	
Transfer		1.000	
Lease		400.000	
Lease		15.000	
Lease		-0.300	
Total Edwards Allocations Available		1001.887	Acres Feet

Year Comparison: January/December - January/December

Edwards: 64,819,000 gals 198.93 ac/ft. 109,959,000 gals 337.45 ac/ft.

Trinity: 194,388,000 gals 596.55 ac/ft. 135,366,000 gals 415.42 ac/ft.

Total: 259,207,000 gals 795.48 ac/ft. 245,325,000 gals 752.87 ac/ft.

Difference from 2013 - 2014: 13,882,000 gals 42.61 ac/ft. less usage

Water Connections: 2013 - 1518 2014 - 1540

Avg. usage per connection for August 2014: 25,632.467 gals

Monthly Well Progress Report

Trinity Well Status:	Static Level: Aug 21 st : 179.1'	Sept 22 nd : 187.2'	Inc./Dec: + 8.1'
	Pumping Level: Aug 21 st : 98.1'	Sept 22 nd : 98.1'	Inc./Dec: 0.0'
Edwards Wells Status:	Static Level: Aug 21 st : 30.5'	Sept 22 nd : 28.9'	Inc./Dec: - 1.6'

New Meter Installations	1	Meter Replacement Service Line	15	Main Breaks Service Line Leak Repair	0
New Service Line Inspections	3	Fire Hydrant Maintenance	0	Leak Adjustment	5
Irrigation System Inspections	2		4		1
Toilet Rebates	0	Washing Machine Rebates	0	Hot Water on Demand System Rebates	0

Projects:

CIP. Water line being installed on Sundew Circle. Service lines and fire hydrants being installed on Bluebell Dr. Blazing Star Trail, all tests completed and water main in service. Installing fire hydrants and services on Timber Rose, (Phase 5). The drainage and streets to follow.

Public Works

August . 20—September . 20, 2014

Street and Right of Way Maintenance

Repaired edge of road on Doerr Ln
Installed 2 library signs on FM 3009

Storm water Drainage Facility and Easement Maintenance

Detention Ponds inspected 18

Park and City Facility/Property Maintenance

Replaced belt on AC at city Hall
Chiller tower at city hall cleaned and inspected
Trees trimmed at Park Ln Park

Animal Control

Domestic Animal Apprehensions :	Dogs 1	Cats 11	YTD Dogs 63	Cats 77
Nuisance Complaint Calls :	0		YTD 0	
Animal Bite Calls :	0		YTD 0	
Deer Carcass Disposals:	33		YTD 184	
Raccoon :	5		YTD 61	
Opossum :	3		YTD 42	
Skunks :	2		YTD 15	
Other: 1 Squirrels -- 10 wild hogs—2 foxes 1 snakes---1 rabbit---1 porcupine			YTD 68	
Hunters for the hungry animal donations : Deer 0/Wild Hogs 0			YTD 0	
Total animal control apprehensions/pickups for 2014:			YTD 529	
Animal transferred to adoption agency:	0		YTD 17	
Animals returned to owners:	3		YTD 44	
Animals' adopted:	Dogs. 2	Cats 0	YTD 26	
Current animals in city's care:	Dogs. 2	Cats. 16		
Animals ready for adoption:	Dogs. 1	Cats. 12		

Special Note

Oak Wilt Update : None Found



GARDEN RIDGE POLICE DEPARTMENT

**SEPTEMBER REPORT
AUGUST 21ST – SEPTEMBER 20TH**

CALLS FOR SERVICE

Location	Calls	Code	Water	Total
ARROWOOD	0			0
BAT CAVE ROAD	3	3		6
BENDSEIL	3			3
COUNTRY OAK ESTATES	3		1	4
ENCLAVE AT GARDEN RIDGE	2		1	3
FM 2252	16	1		17
FM 3009	9			9
FOREST WATERS	5			5
GARDEN RIDGE ESTATES	30	5	2	37
GEORG RANCH	19		8	27
MUNICIPAL COMPLEX	5	1		6
NACOGDOCHES LOOP	1			1
OAK MEADOWS ESTATES	1			1
PARK LANE ESTATES	2			2
REGENCY OAKS	1			1
SCHOENTHAL ROAD	5			5
THE FOREST OF GARDEN RIDGE	6		2	8
THE PARK AT GARDEN RIDGE	0			0
TROPHY OAKS	15		2	17
TWISTED OAKS	0			0
WILD WIND	4	1	2	7
WOODLANDS OF GARDEN RIDGE	0			0
COUNTY	6			6
OTHER	0			0
TOTALS	136	11	18	165

ARRESTS – 5

ALARM PERMITS – 4

ACCIDENTS – 6

ALARMS – 15

SOLICITOR PERMITS – 1

LOCATION	PROPERTY	INJURY	FATAL
8800 BLK TUSCAN HILLS	VEHICLE VS MAIL BOX	0	0
20700 BLK TIMBER ROSE DR	2 VEHICLES	0	0
19300 BLK FM 2252	2 VEHICLES	0	0
21000 BLK OF FM 3009	2 VEHICLES	0	0
8900 BLK OF SCHOENTHAL	2 VEHICLES	0	0
19500 FM 2252	2 VEHICLES	0	0

ENFORCEMENT (182)

***Citations – 47**

***Warnings – 135**

INCIDENTS and ARRESTS

- 8/25/14- After being stopped for no front license plate, officer Acosta arrested the subject for DWLI.
- 8/25/14- After being stopped for speeding 38/30, officer Pelata arrested the subject for DWLI (MB).
- 9/6/14- After being stopped for no license plate light, officer Oehler arrested the subject for DWLI (MB).
- 9/15/14- After being stopped for an expired inspection sticker, officer Oehler arrested the subject for DWLI (MB).
- 9/20/14- After being stopped for moving traffic violation, officer Oehler arrested the subject for NO DL.

SAFETY TIPS:

Some of you may have noticed the increased presence of officers enforcing school related traffic violations. While there is no excuse for driving erratically and unsafe, now that school is back in session, everyone should pay closer attention while driving in areas where children are loading and unloading the school buses. There is no way to cover all aspects of this topic, but following these simple tips may make a difference in the safety of a child:

- 1. Passing a school bus while loading or unloading is not only unsafe, but illegal.**
- 2. Talking on cell phones while in school zones has been the latest topic of conversation regarding child safety. Using a cell phone on school property or while in a school zone without a Bluetooth device is unsafe and illegal.**
- 3. Suspicious activity should always be reported to the police department immediately.**

Halloween is a fun-filled time for children, but there are many dangers associated with the holiday unrelated to goblins and witches. Parents need to take the necessary precautions to make sure their children remain safe while still having fun by selecting a safe costume and providing children with important instructions before trick-or-treating. Motorists also need to stay especially alert due to the high number of child pedestrians out in our communities. Children are the least predictable pedestrians and the most difficult to see.

SAVE THE DATE:

The Garden Ridge Police Department would like to invite all the citizens of Garden Ridge to our National Night Out.

**October 7th, 2014
7pm – 9pm
Garden Ridge Community Center**

TRAINING

- 8/21 “Basic Alert Training”
 - Cpl. Spiller