



Kimberly McGehee Aldrich, Mayor

Sylvia Apodaca
Christopher Garza
Janeshia Grider

Mike Martin
Susan Street
Debbie Walczyk

**CITY COUNCIL AGENDA
REGULAR MEETING
WEDNESDAY, NOVEMBER 16, 2022 – 7:00 P.M.
CITY HALL COUNCIL CHAMBER
112 BAUMAN, KIRBY, TX 78219**

This meeting will also be held by videoconference call. The location where a quorum of the governmental body will be physically present is City Hall, City Council Chambers at 112 Bauman Street, Kirby, Texas 78219 and it is the intent to have a quorum present at that location and for the member of the governmental body presiding over the meeting to be physically present at that location. A member of the public may testify from a remote location by videoconference at:

Topic: Regular City Council Meeting

Date and Time: November 16, 2022 at 7:00 p.m. (Central Time)

Join Zoom Meeting:

Video Participation: Join Zoom Meeting

<https://zoom.us>

Meeting ID: 956 855 1663 and Passcode: 1955

1. **Call Meeting to Order**
2. **Invocation and Pledge of Allegiance to the Flag**
3. **Mission Statement**

“The City of Kirby is dedicated to delivering excellent municipal services to our community in a fiscally responsible manner.”
4. **Roll Call**
5. **Citizen Participation**

Citizens Participation Is For The City Council To Receive Information On Issues That May Be Of Concern To The Public. Citizens Participation Is Limited To Five (5) Minutes. A Purpose Of The Open Meetings Act Is To Insure That The Public Is Always Given Notice Of

The Items That Will Be Discussed By The Council. Should A Member Of The Public Bring An Item To The Council For Which The Subject Was Not Posted On The Agenda For The Meeting, The Council May Receive The Information, But Cannot Discuss Or Act Upon It At The Meeting.

6. Consideration Of And Action On Minutes

- a. Regular Minutes – October 27, 2022

7. Discussion And Possible Action

- a. Update, Discussion And Possible Action On Alan Shepard Sewer Replacement And Road Reconstruction Project
- b. Discussion And Possible Action To Approve An Agreement With San Antonio Pool Management For Pool Management Services From December 1, 2022 Through November 30, 2024.
- c. Discussion And Possible Action On Quarterly Financial Report Period Ending June 30, 2022
- d. Discussion And Possible Action On Quarterly Investment Report Period Ending June 30, 2022
- e. Discussion And Possible Action On Quarterly Investment Report Period Ending September 30, 2022
- f. Update And Discussion On Street Maintenance Plans
- g. Discussion And Possible Action On City Council Member Behavior, Conduct And Interaction With City Staff
- h. Discussion And Possible Action To Appoint Member(s) To The Planning And Zoning Commission
- i. Discussion And Possible Action To Appoint Member(s) To A City Festival Planning Committee
- j. Discussion And Possible Action To Appoint Member(s) To An Ordinance Review Committee
- k. Discussion And Possible Action To Accept Resignation Of Patricia Baber From The Beautification And Recycle Committee
- l. Discussion And Possible Action To Appoint Member(s) To The Beautification And Recycle Committee

- m. Discussion And Possible Action To Appoint Alternate Member(s) To The Building And Standards Commission
- n. Discussion And Possible Action To Accept Resignation Of Cecilia Padilla From The Economic Development Committee
- o. Discussion And Possible Action To Appoint Member(s) To The Economic Development Committee
- p. Update And Discussion On City Of Kirby Charter Review Process
- q. Reports By Council Liaisons
 - 1. Animal Advisory Committee – Council Member Walczyk
 - 2. Beautification And Recycle Committee – Mayor Pro-Tem Grider
 - 3. Building And Standards Commission – Council Member Martin
 - 4. Crime Control And Prevention District – Council Member Garza
 - 5. Economic Development Committee - Council Member Apodaca
 - 6. Planning And Zoning Commission – Mayor Aldrich
 - 7. Senior Center Corporation Board – Council Member Street

8. City Manager Announcements

- a. Announcements On City Events And Items Of Community Interest.

9. Request And Announcements

- a. Requests By Mayor And Council Members For Items To Be Placed On Future City Council Agendas And Announcements On City Events/Community Interest

10. Adjournment

Monique L. Vernon
City Manager

Patty Cox, TRMC
City Secretary

The City Council reserves the right to adjourn into executive session at any time to discuss any of the matters listed on this agenda if authorized by Texas Government Code Section 551.071, Consultation with Attorney, Texas Government Code Section 551.072, Deliberations about Real Property, Texas Government Code Section 551.074, Personnel Matters, and Texas Government Code Section 551.076, Security Devices or Security Audits.

This meeting is wheelchair parking accessible at the main entrance located at 112 Bauman. Auxiliary services are available upon request (interpreters for the deaf must be requested twenty-four (24) hours prior to the meeting) by calling 210/661-3198 or Relay Texas 800/735-2989 (hearing/speech impaired assistance)

DATE OF POSTING: November 10, 2022

TIME OF POSTING: 6:45 P.M.

DATE REMOVED

<input type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input checked="" type="checkbox"/>	CONSIDERATION OF MINUTES
<input type="checkbox"/>	PUBLIC HEARING
<input type="checkbox"/>	PRESENTATION
<input type="checkbox"/>	WORKSHOP

**CITY OF KIRBY
CITY COUNCIL MEETING
A G E N D A I T E M S U M M A R Y**

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 6. a.

6. Consideration Of And Action On Minutes

Regular Minutes – October 27, 2022

The minutes are attached for your review. If you have any changes, please send me an email no later than 5:00 P.M. on November 14, 2022, and updates will be prepared for Council consideration.



Kimberly McGehee Aldrich, Mayor

Sylvia Apodaca
Christopher Garza
Janeshia Grider

Mike Martin
Susan Street
Debbie Walczyk

**CITY COUNCIL MINUTES
REGULAR MEETING
THURSDAY, OCTOBER 27, 2022 – 7:00 P.M.
CITY HALL COUNCIL CHAMBER
112 BAUMAN, KIRBY, TX 78219**

This meeting will also be held by videoconference call. The location where a quorum of the governmental body will be physically present is City Hall, City Council Chambers at 112 Bauman Street, Kirby, Texas 78219 and it is the intent to have a quorum present at that location and for the member of the governmental body presiding over the meeting to be physically present at that location.

1. Call Meeting to Order

Mayor Aldrich called the meeting to order at 7:00 P.M.

2. Invocation and Pledge of Allegiance to the Flag

Mayor Aldrich led the invocation and pledge of allegiance to the flag.

3. Mission Statement

“The City of Kirby is dedicated to delivering excellent municipal services to our community in a fiscally responsible manner.”

4. Roll Call

PRESENT

ABSENT

Mayor Aldrich

Council Member Apodaca
Council Member Garza
Mayor Pro-Tem Grider
Council Member Martin
Council Member Street
Council Member Walczyk

5. Citizen Participation

1. Patricia Mann – She thanked everyone who attended National Night Out. She thanked Council Member Garza for his table for the children and the Police Department and Fire Department. She asked that everyone continue reiterating that we have our own police department. She asked Council to consider the nominee recommended by Crime Control. He participates in Crime Control events and is the former liaison.

2. Stephanie Faulkner – She said she will speak on agenda item 8. i.

3. Veronica Herrera – City Secretary read email Ms. Herrera submitted. She wrote about Lt. Casey Hawkins. The City hosted a “last ride” for him. A few Council Members didn’t attend. She wrote that the Kirby Community page should be banned because Christopher Garza only posts what benefits him. If you are going to represent Kirby, then you should do it 1,000 % not 2% of the time.

6. Consideration Of And Action On Minutes

a. Regular Minutes – September 22, 2022

Council Member Apodaca moved to accept the minutes of September 22, 2022; seconded by Council Member Martin. The motion carried with a 6-1 vote. (Council Member Walczyk)

b. Regular Minutes – October 13, 2022

Council Member Apodaca moved to accept the minutes of October 13, 2022, seconded by Council Member Martin. The motion carried with a 7-0 vote.

7. Presentation

a. Breast Cancer Awareness Month

City Manager Vernon shared facts recognizing Breast Cancer Awareness. Every year the Fire Department designs shirts to bring awareness to breast cancer. She recognized those who were survivors of breast cancer.

8. Discussion And Possible Action

a. Discussion And Possible Action On November City Council Meeting Dates

City Manager Vernon said staff recommends canceling the November 3, 2022 Council Meeting date due to Early Voting taking place in the Council Chamber until 8:00 P.M. Staff recommends one meeting on November 16.

Council Member Walczyk moved to have one meeting on November 16 due to Early Voting and City holidays; seconded by Council Member Martin. The motion carried with a 5-2 vote.

AYES: 5

NAYES: 2 (Council Members Garza and Street)

Mayor Aldrich had stated the next meeting is November 17, 2022 and amended her statement by saying the next meeting is November 16, 2022.

b. Discussion And Possible Action On Code Of Conduct For Board, Commission And Committee Members

Council Member Walczyk said videotaping in executive sessions was removed. Also took out the word Clarissa asked them to take out. She spoke to City Attorney Dan Santee about a conversation they had. Boards, commissions, and committees don't necessarily adhere to nepotism laws because they do not get paid as they are volunteers, we are allowed at discretion in our Code of Ethics to keep in nepotism.

Dan Santee, City Attorney, said you are correct the State nepotism law only applies to paid positions. Regarding volunteers nepotism is not a factor to consider with regard to that. Since you make the appointments, it is entirely up to the Council and your discretion who you appoint to boards, commission, committees. If the Council doesn't want to appoint related people to boards, commissions, or committees you have the ultimate authority not to do so. He wanted to make clear to everyone is that you mentioned the open meetings act within there. I don't know all of your boards and commissions yet but not all of them don't have to necessarily comply by the open meetings act unless you want to require them to. He said by that I mean some boards and commissions are purely advisory nature, the open meetings act doesn't inherently apply to them unless you require that of them and you certainly can. One of the other things he noticed was that you require each one to sign. That is certainly normal as well. You can make it part of the application process if you want to. If I want to serve on a board or commission, you are setting the standard as Council. You are the ones who appoint the boards and commissions. It's a standard, you as, public officials have to adhere to as soon as you swear that oath. And you are just asking the same from your boards and commissions. If they don't want to do that or if it makes them uncomfortable there's plenty of other ways to volunteer in the community then on boards and commission if they chose not to sign those.

Council Member Walczyk moved that as of October 28, 2022 any appointments or reappointments to any board, commission or committee must sign the Ethics Code of Conduct accompanied with application on/or before date of reappointment; seconded by Council Member Street. The motion carried with a 4-3 vote.

AYES: 4 NAYES: 3 (Council Member Apodaca, Mayor Pro-Tem
Grider and Mayor Aldrich)

c. Discussion And Possible Action On City Of Kirby Social Media Sites

Council Member Garza asked City Manager Vernon how Council gets things posted to the City's Facebook page. City Manager Vernon said the information would be sent to her. He also inquired about church information getting posted.

Council Member Garza shared his ideas of how to utilize Facebook as an information outlet. He suggested use Facebook to showcase the City.

There was discussion about other events that could be posted on Facebook.

d. Discussion And Possible Action On Agreement With Speed 21 For Use Of Friendship Park

City Manager Vernon provided the history of Speed 21. Mr. Hemphill, Speed 21, came in to sign the agreement but wanted to change the name of the organization on the agreement. He was informed that Council agreed with Speed 21 and if he wanted to change the name it would have to go before Council. Also, he needed to submit his non-profit status and payment. He has not contacted staff about his decision. Staff has received word that they are using the Park.

Mr. Santee suggested Council rescind the agreement and use a license agreement for permission to use the Park.

Council Member Walczyk moved to rescind the lease agreement offered to Speed 21 for use of Friendship Park and use a license agreement; seconded by Council Member Apodaca. The motion carried with a 7-0 vote.

AYES: 7 NAYES: 0

e. Discussion And Possible Action To Appoint Member(s) To The Planning And Zoning Commission

There were not any applicants.

f. Discussion And Possible Action To Appoint Member(s) To A City Festival Planning Committee

There were not any applicants. Council Members Walczyk and Garza volunteered to be a part of the City Festival Planning Committee.

- g. Discussion And Possible Action To Appoint Member(s) To An Ordinance Review Committee

There were not any applicants.

- h. Discussion And Possible Action To Appoint Member(s) To The Beautification And Recycle Committee

There is one vacancy and no applicants.

- i. Discussion and Possible Action To Appoint Member(s) To The Crime Control And Prevention District Board

Mayor Aldrich recognized Stephanie Faulkner who signed up to speak on this item.

Mrs. Faulkner spoke as the Crime Control President and stated the Crime Control and Prevention District Board voted on October 18, 2022 to appoint Joe Salazar as their next member. She explained the process used to come to their decision. References for Mr. Salazar, Ms. Hitt and Mr. Pitmon were contacted and not all responded. Mr. Barboza did not list any. Mr. Salazar has continued supporting the Crime Control and Prevention District Board after no longer serving as their liaison. She asked that Council Members Martin and Garza abstain from voting due to discriminatory remarks made at the last meeting. She explained why she asked that they abstain. If Council votes no for Mr. Salazar, she asked that Council give the reason why voting no so the Board will have a better understanding of why their work, research, time and vote is being dismissed.

Council Member Garza asked Mr. Satee if there is any merit with the statement Ms. Faulkner made regarding Council's vote on appointing a member.

Mr. Satee said the appointments are made by Council and not the Board. The Board serves at the pleasure of the Council.

Council Member Garza moved to allow Stephen Pitmon to speak; seconded by Council Member Street. The motion carried with a 7-0 vote.

Mr. Pitmon wanted to inform Council that he hasn't had any felony. At the Crime Control meeting the applicants were not asked any questions. He wants a fair shot at being appointed.

Council Member Walczyk offered her remarks about Mr. Salazar.

Council Member Street asked if Council could speak with the other applicants.

Mayor Aldrich opened the floor to Mr. Pitmon to answer question on why he wants to be appointed to Crime Control.

Mr. Pitmon went to the podium to respond to their questions.

Mayor Aldrich opened the floor to Mr. Barboza to answer question on why he wants to be appointed to Crime Control.

Mr. Barboza said he is withdrawing his application and provided the reasons.

Council Member Apodaca moved to allow David Faulkner to speak; seconded by Mayor Pro-Tem Grider. The motion carried with 5- 2 vote. (Nayes: Council Members Garza and Street)

Mr. Faulkner asked Council to look at the volunteer work the applicants have participated in. Look at their credentials.

Council Member Walczyk moved to appoint Stephen Pitmon to the Crime Control and Prevent District Board; seconded by Council Member Street. The motion carried with a 4-3 vote. (Nayes: Council Member Apodaca, Mayor Pro-Tem Grider and Mayor Aldrich)

j. Discussion And Possible Action To Appoint Member(s) To The Building And Standards Commission

There were not any applicants.

k. Discussion And Possible Action On City Council Liaison Assignments To Boards, Commissions And Committees

Mayor Aldrich said she is not going to change the liaison assignments. She reminded Council of their responsibilities as liaisons. Liaisons are to report summary of the last meeting, report on activities and not tell members what to do. If liaisons cannot comply with the responsibilities then at that time she will put it back on the agenda to reassign liaisons.

9. City Manager Announcements

a. Announcements On City Events And Items Of Community Interest

City Manager Vernon – She reminded everyone about the Trunk or Treat October 29, noon – 2:00 P.M., Duffek Circle outside of the Animal Shelter. There will be a pet and children costume contest. Kirby Senior Center is having their Halloween event on October 31, 2022, 6:00-8:00 P.M.

10. Request And Announcements

a. Requests By Mayor And Council Members For Items To Be Placed On Future City Council Agendas And Announcements On City Events/Community Interest

Council Member Street said Kirby Senior Center is having a Halloween Bash and Haunted House 6:00 P.M. – 8:00 p.m. October 31. Also, from 11 AM – 2 PM is the Seniors Halloween Bash and costume contest. She asked City Manager Vernon if the Festival Committee can be reposted. For the agenda: Road planning and equipment status budget. She asked if a list of grant proposals is available for grant requests sent to AACOG. She would like to request a grant from AACOG for the Animal Shelter for a spay neuter grant. She said the City's website does not have our address or phone number on the first page. She thanked employees and have a nice weekend safe Halloween.

Council Member Garza congratulated Mr. Pitmon. He thanked everyone who helped plant bluebonnets in the Park. He thanked Pat Baber from Beautification & Recycle Committee for her hard work. He would like to see the \$251,000 placed in General Fund placed back in Streets Fund to the zipper. When training to use the zipper, he suggested Kazan and Jaenke because one has a curb and the other does not have a curb. He asked for a timeline of roads to be placed on an agenda. Don't forget to vote. He thanked everyone for attending. He thanked police department, fire department, public works and administration and have a safe and Happy Halloween.

Mayor Pro-Tem Grider she spoke about churches and social media recognition. SA Youth Rugby - Nov 19, 9:00 A.M. -11:00 A.M., boys and girls all ages; Kirby Fitness Free Zumba Class 6:30 P.M. - 7:30 P.M., November 10 and 17, December 1, 8 and 15. She spoke with Silas Washington today and wish her well on surgery. Next year Zumba classes will be every Thursday. We appreciate her doing this for the residents of Kirby. Please vote and be kind to your election workers.

Council Member Walczyk said she wants to discuss ordinance section 12.11 Charter Review Commission to be placed on the next agenda. She thanked Public Works staff for their hard work on Starfire Bridge. She asked City Manager Vernon to schedule an appointment with her next week regarding bank reconciliations, and asked if the tour can be rescheduled of the animal shelter as soon as possible. She will send price listings to her and Chief Cardona and Mike Carrillo. During Trunk or Treat they will be accepting donations for the Animal Shelter. She thanked employees and thanked Chief Hilburn for recognizing breast cancer awareness.

Council Member Apodaca said Early Voting has started and Judson ISD has their bonds on the ballot. Kirby Cleaners is having a coat and blanket drive till the end of January. They will clean the coats if needed.

Council Member Martin thanked the employees. Appreciated the work done on Starfire. He stated he received 21 emails from City Manager Vernon today for bank reconciliations. He

told City Manager Vernon she has a job to take care of besides answering these emails. He told her to respond to requests when she has time.

Mayor Aldrich asked Council Members Street and Walczyk what they are looking for with bank reconciliations? She thanked Mayor Pro-Tem Grider for attending Trunk or Treat at Kirby Middle School and for representing the City at events. She commended City Manager Vernon for the job that she does. She does a great job. To Veronica Herrera, she mentioned Casey Hawkins Memorial and she was not able to attend and sent her condolences to the Hawkins family. She explained the fire hydrants with the tops being different colors. She thanked everyone for attending the meeting and thanked staff.

11. Adjournment

Meeting adjourned at 8:24 P.M.

Kimberly Aldrich, Mayor

ATTEST

Patty Cox, City Secretary, TRMC

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input type="checkbox"/>	PRESENTATION
<input type="checkbox"/>	WORKSHOP

**CITY OF KIRBY
CITY COUNCIL MEETING
A G E N D A I T E M S U M M A R Y**

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 7. a.

7. Discussion And Possible Action

Update, Discussion And Possible Action On Alan Shepard Sewer Replacement
And Road Reconstruction Project

Bain Medina Bain will present this item.

Change Order No. 1

Date of Issuance:
Owner: City of Kirby
Contractor: R.L. Jones
Engineer: Bain Medina Bain, Inc.
Project: Alan Shepard Road Reconstruction and Sewer
Replacement Project

Effective Date: November 17, 2022
Engineer's Project No.: C-1594.01

The Contract is modified as follows upon execution of this Change Order:

Description: Relocation of manhole at Sta. 13+11 to Sta. 11+29 and installation of 173 l.f. of 10" sanitary sewer to tie new manhole at Blue Spruce to proposed manhole at Bill Anders.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,478,216.00</u>	Original Contract Times: October 14, 2022 Substantial Completion: <u>April 14, 2022</u> Ready for Final Payment: <u>May 14, 2022</u> days or dates
<u>[Increase]</u> [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>21,516.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u> </u> days
Contract Price prior to this Change Order: \$ <u>1,478,216.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>April 14, 2022</u> Ready for Final Payment: <u>May 14, 2022</u> days or dates
<u>[Increase]</u> [Decrease] of this Change Order: \$ <u>21,516.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u> </u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,499,732.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>April 14, 2022</u> Ready for Final Payment: <u>May 14, 2022</u> days or dates

RECOMMENDED:
By: Lorena Carter, P.E.

Engineer

Title: Design Engineer

Date: 11/07/2022

ACCEPTED:
By: City of Kirby

City Manager

Title: City Manager

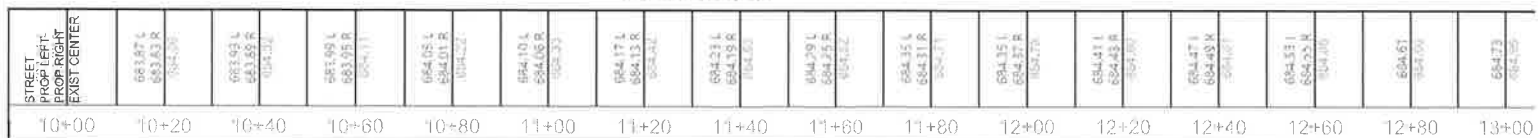
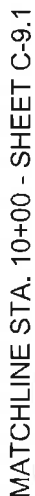
Date:

ACCEPTED:
By: R.L. Jones

R.L. Jones

Title:

Date:



CITY OF KIRBY, TEXAS
ALAN SHEPARD DR. RECONSTRUCTON AND REHABILITATION
 (BMB PROJECT NO: C-1594.01)
TABULATION OF EXPECTED CONSTRUCTION COSTS

PRELIMINARY CONSTRUCTION COSTS

REVISION #1

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE		EXTENSION	
413.1	FLOWABLE FILL (LOW STRENGTH)	CY	3	\$	300	\$	900.00
550.1	TRENCH EXCAVATION SAFETY PROTECTION	LF	173	\$	1.00	\$	173.00
848.0	10" PVC SANITARY SEWER LINE (0'-6")	LF	173	\$	108.00	\$	18,684.00
854.0	SANITARY SEWER LATERALS	LF	5	\$	75.00	\$	375.00
866.0	SANITARY SEWER MAIN POST-TELEVISION INSPECTION (8"-15")	LF	173	\$	8.00	\$	1,384.00
TOTAL						\$	21,516.00

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input type="checkbox"/>	PRESENTATION
<input type="checkbox"/>	WORKSHOP

C I T Y O F K I R B Y
CITY COUNCIL MEETING
A G E N D A I T E M S U M M A R Y

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 7 b.

7. Discussion And Possible Action

Discussion And Possible Action To Approve An Agreement With San Antonio Pool Management For Pool Management Services From December 1, 2022 Through November 30, 2024.

Our current agreement expires on November 30, 2022. A new agreement is included for your consideration. We have \$64,135 in the current fiscal year Budget for Pool Management.

SWIMMING POOL MANAGEMENT AGREEMENT

This Agreement, between **San Antonio Pool Management** (the “Company”) and **City of Kirby** (the “Customer”), is to provide for the staffing, water chemistry maintenance and cleaning by the Company at the Customer’s pool located at San Antonio, Texas in accordance with the specifications, conditions, and terms set forth herein. Company has no duties with regard to pool or facilities other than those explicitly stated herein.

1. **EFFECTIVE DATE.** This Agreement, when executed by both parties hereto, shall become effective on December 1, 2022 for the 2023 and 2024-year period extending from December 1, 2022 through November 30, 2024.

About Us

We’re a local company that is part of The Pool Management Group family of companies. From advanced lifeguard training and testing, to our national back up team for key personnel, to industry thought leadership, our customers receive the rewards of a large national company combined with our local expertise.

As a result, we are able to provide high levels of quality, safety and risk reduction.

2. **PERSONNEL.** Company will provide pool staff, including lifeguards, for operation of Customer’s pool. The Company will provide training and testing of the lifeguards working at Customer’s facility that significantly exceed the industry norm.

**Please see Section 5 for more details on personnel.*

3. **INSURANCE/LIABILITY.** The company will maintain a comprehensive insurance package including General Liability, Professional Liability & Punitive coverage with \$20 million dollar limits. While this is a significant limit, Company asserts it is a requirement and not an extravagance, as pool accident judgments have been awarded for multi-millions.

The company agrees to maintain, at a minimum, \$20 million liability insurance coverage for the length of this Agreement.

**Please see section 6 for more information on liability insurance*

4. **VALUE ADDED SERVICES.** Service components well beyond the standard pool management services are provided as part of this Agreement.

Value Added Services	Description
Advanced Lifeguard Training	Proprietary training is given to our lifeguards and goes beyond the standard lifeguard training. Training focuses on critical risks and dangers that many pool operators are not even aware of. Topics include advanced scanning techniques, lifeguard distractions, bodies disappearing underwater and more.
On-line Lifeguard Training	Through The Pool Management Group, our advanced training is administered on-line with custom video and audio learning. This proprietary on-line system has testing throughout to ensure lifeguards view and are tested on all material.
Summer Safety Campaign	Posters are placed at facilities (and information posted on-line) as part of our annual pool safety campaign aimed at pool patrons. The safety campaign is designed to increase awareness of pool hazards and prevent drowning.
Body on the Bottom Testing	Proprietary testing is completed at pools throughout the season to enhance lifeguards' ability to identify and save bodies underwater.
National Safety Advisors	Collectively, with The Pool Management Group family of companies, we contract with prominent safety advisors to ensure our water safety standards remain at high levels.
National Back Up Team	In the event of a need, we will utilize back up personnel available through The Pool Management Group. From President to pool technician positions, our team is backed up in the event of injury or other emergency.
National Parts Sourcing	When local parts distributors do not carry a part needed to keep your pool up and running, we will utilize the support team at The Pool Management Group for a nationwide search to find the right part and order it promptly.
Up to Date Information	Through The Pool Management Group, important governmental decisions and water safety developments are monitored so we can provide accurate timely information.
Risk Reduction	Our safety and training standards increase safety and reduce risk at your pool. However, even at the safest pools, accidents can happen, so we carry Professional Liability Insurance with \$20 million of coverage.

5. PERSONNEL.

- (a) All Company personnel who will work at the Customer's pool in fulfilling the terms of this Agreement, including all lifeguards, shall be employed solely by the Company and be employees of the Company. No lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this Agreement.
- (b) All lifeguards employed by the Company shall have the minimum standard American Red Cross Basic Lifeguarding Certificates or Lifeguard Training Certificates, or the equivalent, as well as Professional Rescuer CPR, and then shall go through Company's proprietary lifeguard training and testing which provides knowledge and awareness well beyond the industry standard.
- (c) Company is solely responsible for selecting competent and qualified lifeguards for the safe operation of the Customer's swimming pool.
- (d) Personnel will be trained by the Company. Personnel not performing up to the standards of the Customer will be replaced by the Company within 12 hours.
- (e) Company is responsible for exercising control over the activities performed by the lifeguards. Lifeguards will be supervised by Company management personnel.
- (f) The Company agrees to pay the following for Company's employees, including all lifeguards:
 - Wages
 - Income tax withholdings
 - Social Security withholdings
 - State unemployment insurance
 - Federal unemployment insurance
 - Workmen's Compensation insurance
- (g) Lifeguards shall have the authority to discipline swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of the Customer and minimum safety standards as established herein. Customer agrees to support Company's lifeguards in enforcing the rules with Customer's patrons.
- (h) Whereas, Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, various Company personnel will be responsible for the following duties:
 - 1) Lifeguarding main pool.
 - 2) Checking water chemistry and recording readings every two (2) hours.
 - 3) Maintaining chemical balance of pool water.
 - 4) Vacuuming pool frequently enough that the pool is always clean

- 5) Cleaning tiles around pool edge.
- 6) Backwashing filter system.
- 7) Checking and recording filter pressure gauge readings and flow meter
- 8) Cleaning bathhouse throughout the day
- 9) Cleaning swimming pool area.
- 10) Emptying trash.
- 11) Straightening deck furniture.
- 12) Replenishing janitorial supplies in bathhouse.
- 13) Enforcing rules of the Customer for safety and convenience of Customer's members.
- 14) Assisting Customer in collecting guest fees and monitoring membership, as long as the task does not interfere with lifeguarding.

Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at Customer's facility and Customer acknowledges that such information and investment is a valuable asset of Company's business, Customer agrees not to hire or consult (without the prior written consent of Company) any employee or former employee of the Company for a period of one year from the date of expiration or cancellation of this agreement.

6. **INSURANCE/LIABILITY**. The Company shall maintain and keep in full force the following coverage:

- (a) **Professional Liability Insurance and General Liability Insurance** in the amount of **\$20,000,000**.
- (b) **Worker's Compensation insurance** covering all persons engaged on behalf of the Company in the performance of the terms of this Agreement.

Company agrees to indemnify and hold Customer, its officers, committees, and agents harmless from and against any claims caused by or arising out of the acts, omissions and/or negligence of the Company or its employees. This indemnity does not require Company to indemnify Customer for Customer's own negligence.

Company agrees to supply copies of the certificates of insurance to the Customer verifying the above-mentioned insurance coverage. It is the responsibility of the Customer to provide all other insurance coverage.

Except due to acts of omission or negligence on the part of the Company or its employees, Company assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except as to the employees of Company, Company assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal.

Company shall not be held liable for any damages resulting from faulty equipment, mechanical failure, weather, flooding, or defective workmanship or design by others. Company accepts no

responsibility for hydrostatic lifting. Any risks associated with draining the pool shall be solely the Customer's.

The Company shall not be liable or responsible for any injuries or damages that arise at any time that is not within the hours of operation as stated in this Agreement, except for additional hours for which Company is contracted according to the terms of this Agreement.

The Company shall not be held liable for any personal effects of any person or persons utilizing the pool facilities.

The Customer shall maintain and keep in full force and effect the following coverage:

- (a) **Premises Liability Insurance.**
- (b) **Comprehensive General Liability Insurance** in the amount of \$1,000,000.00 each accident and \$1,000,000.00 each person.

7. **OPENING.** Company agrees to make pool "ready to swim" by completing the following services, where applicable:

- (a) Order, store, and inject all necessary chemicals to establish proper levels for:
 - free chlorine
 - total alkalinity
 - pH
 - calcium hardness
 - cyanuric acid
- (b) Vacuum pool.
- (c) Clean pool enclosure area.
- (d) Inspect chemical feeders.
- (e) Inspect all filtration equipment.
- (f) Inspect flow meters, pressure gauges, and valves.
- (g) Mount diving boards, guard chairs, and ladders.
- (h) Remove pool furniture from storage, clean, set out around pool area.
- (i) Thoroughly clean bathhouse.
- (j) Inspect and re-supply water testing supplies.
- (k) Inspect underwater lights.
- (l) Perform requisite repair work as needed and authorized by Customer (see "Repair Work").

PRE-SEASON STAFF MEETING WITH STAFF. Company's designated Pool Manager shall request a meeting with Customer's representative prior to opening day. The Pool Manager and all lifeguards, as feasible, will meet with Customer's representative.

PRE-SEASON SWIMMING POOL REVIEW MEETING. At the Customer's request, Company will walk-through with a representative of the Customer prior to opening to develop a list of items needed for operation of the pool and to review items identified by the Health Department as deficient from the previous year. Company shall stand ready, at the Customer's request, to perform repairs needed for compliance with Health Department regulations. The cost for any such repairs shall be additional to the price of this Agreement.

INITIAL TAKEOVER OF POOL BY COMPANY. Customer agrees pool will be clean and free of algae on the date of signing. If pool is not clean and free of algae, Customer agrees to pay reasonable additional charges for cleanup and chemical treatment of pool.

PERMIT. The Company will assist the Customer in obtaining Customer's Swimming Pool Operation Permit from the local Health Department.

The Company shall:

- (a) Clean and chemically balance pool to health department standards.
- (b) For the convenience of Customer, complete the Operating Permit Application and return it to the Health Department with the Permit Fee.
- (c) Schedule pre-season health department inspection and meet the health department inspector at Customer's pool to walk through the inspection with the health department inspector.

The Customer shall be responsible for:

- (a) Reimbursing Company for the actual Permit Fee required by the health department.
- (b) Complying with all health department regulations.

MINIMUM FACILITY STANDARDS. Customer agrees and acknowledges that it is the Customer's responsibility to maintain Customer's pool, equipment and associated facilities within established minimum standards. The rules and codes of the local health department having jurisdiction over Customer's pool, the National Electrical Code, and the Virginia Graeme Baker Pool and Spa Safety Act shall be included as minimum standards.

PRE-SEASON SWIM TEAM PRACTICE. At Customer's request, Company shall ready the pool for swim team practice earlier than the normal opening date. Customer shall give Company at least two (2) weeks prior notice. Company shall maintain the pool three (3) times per week during pre-season swim team practice at no additional fee to Customer. Any additional maintenance visits required by the swim team will be contracted with Company separately from this Agreement.

8. **POOL OPERATION.** Company agrees to furnish certified lifeguards and other personnel as contracted herein to operate the pool on the following schedule:

DATES OF OPERATION:

2023

The pool will be open on the following days:

May 27 through September 4

Lifeguard will be provided on the following days:

HOURS OF OPERATION: School Session

May 27-28. August 26-27. September 2-4. (School Session)

The pool to be open during the following hours:

Saturday	12:00 p.m. to 6:00 p.m.
Sunday	1:00 p.m. to 7:00 p.m.
Monday	Closed
Tuesday	Closed
Wednesday	Closed
Thursday	Closed
Friday	Closed
Holidays	12:00 p.m. to 6:00 p.m.

HOURS OF OPERATION: Summer Season

May 30 through August 20.

Saturday	12:00 p.m. to 6:00 p.m.
Sunday	1:00 p.m. to 7:00 p.m.
Monday	Closed
Tuesday	12:00 p.m. to 6:00 p.m.
Wednesday	12:00 p.m. to 8:00 p.m.
Thursday	12:00 p.m. to 6:00 p.m.
Friday	12:00 p.m. to 6:00 p.m.

School Days Operation:

No lifeguard will be provided on school days.

STAFFING:

- One (1) Manager or Assistant Manager will be on duty during all hours of operation specified in this Agreement. The Manager will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager, when functioning as the Manager, will not be assigned duties as a lifeguard unless unusual circumstances

present themselves. The Assistant Manager will be assigned as a lifeguard only during the times of operation when the Manager is on duty.

- Four (4) Lifeguards will be provided from 12:00 p.m. until 6:00 p.m. Tuesday, Thursday, Friday and Saturday.
- Four (4) Lifeguards will be provided from 1:00 p.m. until 7:00 p.m. on Sundays
- Four (4) Lifeguards will be provided from 12:00 p.m. until 8:00 p.m. on Wednesdays
- Five (5) Lifeguard will be provided from 12:00 p.m. to 6:00 p.m. on Holidays

DATES OF OPERATION:

2024

The pool will be open on the following days:

May 25 through September 2

Lifeguard will be provided on the following days:

HOURS OF OPERATION: School Session

May 25-27. August 24-25. August 31- September 2. (School Session)

Saturday	12:00 p.m. to 6:00 p.m.
Sunday	1:00 p.m. to 7:00 p.m.
Monday	Closed
Tuesday	Closed
Wednesday	Closed
Thursday	Closed
Friday	Closed
Holidays	12:00 p.m. to 6:00 p.m.

HOURS OF OPERATION: Summer Season

May 28 through August 18.

Saturday	12:00 p.m. to 6:00 p.m.
Sunday	1:00 p.m. to 7:00 p.m.
Monday	Closed
Tuesday	12:00 p.m. to 6:00 p.m.
Wednesday	12:00 p.m. to 8:00 p.m.

Thursday 12:00 p.m. to 6:00 p.m.

Friday 12:00 p.m. to 6:00 p.m.

School Days Operation:

No lifeguard will be provided on school days.

STAFFING:

- One (1) Manager or Assistant Manager will be on duty during all hours of operation specified in this Agreement. The Manager will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager, when functioning as the Manager, will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager will be assigned as a lifeguard only during the times of operation when the Manager is on duty.
- Four (4) Lifeguards will be provided from 12:00 p.m. until 6:00 p.m. Tuesday, Thursday, Friday and Saturday.
- Four (4) Lifeguards will be provided from 1:00 p.m. until 7:00 p.m. on Sundays
- Four (4) Lifeguards will be provided from 12:00 p.m. until 8:00 p.m. on Wednesdays
- Five (5) Lifeguard will be provided from 12:00 p.m. to 6:00 p.m. on Holidays

Customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) other than during those times specified above, except when such claims are the result of acts of omission or negligence of the Company.

On days when attendance at the pool is very low, Company may reduce the number of lifeguards on duty to as few as two.

SAFETY BREAK or ADULT SWIM. Customer shall notify Company as to whether they will have a Safety Break or an Adult Swim every hour.

Safety Break: Once every hour the pool will be completely cleared for a period of ten minutes. During this break, lifeguards will not be on duty, the pool will be closed, no one may use the pool and the lifeguards shall not be responsible for supervising the pool.

Adult Swim: Once every hour the pool will be cleared of all children for a period of ten minutes. During this break, lifeguards will not be on duty and only patrons who are 18 years old or older may use the pool. During Adult Swim the lifeguards shall not be responsible for supervising the pool or for anyone using the pool.

VANDALISM. Additional reasonable charges for cleanup required as the result of vandalism, and approved by the Customer, shall be paid by the Customer to the Company. Any vandalism shall be reported to the Customer's designated representative immediately upon discovery.

SUPERVISION. Company management personnel will inspect the pool at least two times each week during the full-time operation of the pool. Additional inspections and/or visits to the

pool will be made by Company's management personnel as needed in order to assure Customer's satisfaction.

UNSUITABLE WEATHER. On rainy days, if the weather is still unsuitable for swimming at 6:00 p.m., the pool will be closed for the day. Additionally, if the weather is unsuitable for swimming before 6:00 p.m., the pool will be closed, with no refund due to the Customer. Weather unsuitable for swimming includes:

- (a) air temperature at or below 68 degrees Fahrenheit
- (b) heavy rain
- (c) severe weather

Company will work with Customer to reopen pool if weather becomes suitable for swimming early enough in the day.

AFTER-HOURS EVENTS. The Company will provide lifeguards for after-hours events subject to the following:

Lifeguard hours provided by the Company, other than those specified in this contract, shall be billed to the Customer at the prevailing rate.

Company shall provide no lifeguard beyond the hour of 11:00 PM.

For after-hours events, the Customer is not required to use Company lifeguards; however, Customer assumes full responsibility and liability for the pool in the event any individuals are within the pool area when the Company lifeguards are not scheduled to work. Customer agrees to indemnify and hold Company harmless for any and all claims for damages or injuries, or both arising from the use of the pool during hours other than those specified in this contract unless Company's lifeguards have been scheduled according to the policies set forth herein.

For after-hours events, for which the Company is to provide lifeguards, the Customer is responsible for giving the Company seven (7) days' prior written notice as to:

- (a) The time and date of the event.
- (b) The number of people who are scheduled to attend.
- (c) The general age group of the people scheduled to attend.
- (d) Whether alcoholic beverages will be permitted at the event.
- (e) Any special admission instructions.

The following scale shall be used to determine the number of lifeguards required at an after-hours event:

Number of People Expected	
<u>At Pool</u>	<u>Number of Lifeguards Required</u>
1 to 50	2
51 to 75	3

76 to 100

4

101 or more

5, plus one (1) more for each additional 25 people or portion thereof. Example: 153 attendees would require 7 lifeguards.

One additional lifeguard shall be required for any teenage event, college age event, or for any event involving alcoholic beverages. Customer agrees to provide one adult chaperone for each ten (10) people at a teenage or college age event. The Company will not schedule lifeguards for any fraternity parties.

Billing shall include any time spent cleaning up after use by any special group or party. The Customer shall make payment of fees to the Company within ten (10) days after billing by Company.

9. **WADING POOL.** Company has no duties with regard to the wading pool or spa other than cleaning, maintaining water chemistry and backwashing filter.

10. **CLOSING.** The pool will be considered closed to swimmers at end of the day on the last day of operation as specified in Section 8 and Company will close the pool as soon after that date as Company deems possible. The Company will complete the following services, where applicable:

(a) Remove and store all movable ladders, lifeguard chairs, and diving boards when required for closing pool.

(b) Store pool furniture at Customer's pool.

11. **WATER QUALITY.** Company will be responsible for maintaining the following chemical levels of the swimming pool water within the tolerances of the local health department while pool is open to swimmers:

Free Chlorine	1.0 to 3.0 PPM
pH	7.2 to 7.8
Total Alkalinity	80 to 120 PPM
Calcium Hardness	200 to 300 PPM
Chlorine Stabilizer	less than 100 PPM

At no time will the water chemistry cause a failure of permission to operate the pool granted by the local health department. In the event the local health department revokes permission to operate the pool due to improper water chemistry, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Agreement).

All of the foregoing notwithstanding however, the Company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event of any Act of God, repairs, interference by Customer, together with any and all other reasons beyond the control of Company.

Any work performed by Company shall be subject to the conditions in the "Repair Work" provision of this Agreement.

12. **REPAIR WORK.** During the term of this Agreement, the Company recommends compliance with the Virginia Graeme Baker Pool and Spa Safety Act. The Company also recommends that Customer have its pool inspected annually by a licensed electrician and have all recommended electrical repairs completed by the inspecting electrician. During the term of this Agreement, the Company stands ready to perform any other installations or repairs needed to preserve Customer's pool aesthetics and/or to comply with State, Federal or local regulations, but Customer shall have the option of using its chosen contractor to perform any recommended repairs. The Customer agrees to indemnify, defend, and hold the Company harmless from all claims, injuries, damages, attorney's fees, and defense costs arising out of 1) repairs or renovations performed by any entity other than the Company, or 2) the failure of Customer to complete a) repair(s) or installations needed to comply with State, Federal or local regulations, or b) the above-described annual electrical inspection and recommended repair(s).

Work will be billed as follows:

- (a) Any repairs required as the result of error or negligence by Company shall be paid for by Company with no cost to Customer. Additionally, Company shall reimburse Customer for volume of water lost as a result of error or negligence.
- (b) Company will perform minor repairs to the pool and recirculation system, as part of the service provided; however, the Customer shall pay for parts and/or materials.
- (c) For repair work or necessary equipment wherein the cost does not exceed \$175.00, the Company shall bill Customer.
- (d) Any work or equipment in excess of \$175.00 to be provided by the Company or Company's subcontractors will be provided and billed to Customer. Such work or equipment shall be provided only upon the authorization of the designated representative of Customer, or in the event the Customer elects not to have such work performed or equipment provided, Company may cancel this Agreement if said election interferes with the Company's ability to carry out its responsibilities under this Agreement.

13. **CHEMICALS AND SUPPLIES.**

Company agrees to supply, at its expense:

- (a) Chlorine and pH control chemicals throughout the period of this agreement.
- (b) The following pool and janitorial supplies:

Soap
 Disinfectant
 Paper towels
 Deodorizer
 Toilet tissue
 Correct size trash can liners for the pool area and bathrooms
 Glass cleaner

Customer shall be responsible for providing, at no cost to Company, other equipment such as:

Water hoses	Life hooks
Pool vacuum heads	Trash receptacles
Pool poles	Water test kit
Pool vacuum hoses	Test kit reagents
Leaf eater	First Aid Kit
Rescue tubes	First Aid supplies
Ring buoys	Pool rules signs

For Customer's convenience and for the efficient operation of the pool, Company will provide and invoice Customer for any of the items listed above that are not at the pool. Customer agrees to pay invoices for said supplies within thirty (30) days after invoicing.

- (c) Additional chemicals or labor. If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer's equipment, or loss of water due (leak) to a defect in Customer's pool or recirculation system, Company shall notify Customer of such breakdown or defect, and if Customer elects not to remedy problem within seven (7) days of notice, Customer shall pay as an additional charge the reasonable expense of all said additional chemicals and/or labor. Amount owed for chemicals and/or labor shall be paid by Customer within ten (10) days after invoicing by Company.

14. **OFF-SEASON SERVICE.** The Company shall perform the following services at the Customer's pool during the off-season:

Uncovered Off-Season Service with Filter System Running –

May and September:	3 visits per week
October:	2 visits per week
November-February:	1 visit per week
March & April:	2 visits per week

- (a) Check chemicals and adjust as needed.
- (b) Vacuum as needed.
- (c) Clean skimmer baskets as needed.
- (d) Backwash filters & cleans strainer pots as needed.
- (e) Report any off-season vandalism to Customer.
- (f) Pool will be kept reasonably clean, but not up to Summer Season standards.

15. **INSTRUCTIONS.** Swimming instruction may be provided by Company for Customer's members only. Instruction shall be given by a qualified individual, while not on duty as a lifeguard. Company shall have rights to swimming lessons at Customer's pool during the term of this Agreement. Outside agencies approved by the Owner shall also have the right to teach swimming lessons. All Company insurance as described in Section 6 shall apply to Company's swimming instructors.

Arrangements for any instruction shall be made between individual requesting instruction and the Company. Only a member of the Customer's club or homeowner's association in good standing is eligible to receive instruction from Company on Customer's premises. Any resulting agreement shall be considered a contract between that individual and the Company; and Customer shall not be held liable for its enforcement nor for the collection of any fees due Company under the terms of that contract. Company shall be entitled to all fees paid for instruction provided by Company's employee(s).

16. **COMPANY'S INDEPENDENT CONTRACTOR STATUS.** Company is, and at all times shall be deemed to be, an independent contractor in the performance of services under this agreement. Company and its representatives are not, and shall not be considered or permitted to be, employees, agents, servants, joint venturers or partners of Customer.

17. **ACCESS AND UTILITIES.** The Customer will permit and maintain free access to the pool site and, upon signing Agreement, Customer will provide six (6) sets of keys to Company to open any and all locks required to operate the pool. Company shall keep and safeguard keys and release keys only to authorized personnel. Keys shall be returned to Customer in the event of termination of this Agreement.

Customer further agrees to furnish without cost to Company:

- (a) Water.
- (b) Electricity.
- (c) 110 volt electrical outlet in pump room.
- (d) Garbage pick-up service.
- (e) Lifeguard stand(s) and umbrella(s) for lifeguard stand(s).
- (f) Telephone.
- (g) A secure and cooperative working environment at Customer's pool.

18. **TELEPHONE.** Customer shall be responsible for providing an operational telephone (not a pay phone) accessible to Company's lifeguards at pool site. Consistent with health department regulations and for the safety of pool patrons the pool will only be open when the pool telephone is operational.

19. **EMERGENCY CLOSING OF POOL.** The Customer and/or Company may close the pool in an emergency situation, whether the emergency be caused by breakdown of equipment, or by other causes outside of the Company's control; this shall not require any change or adjustment in any of the provisions of this Agreement. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the fifth day on a pro-rated basis. For purposes of this section, the daily operating cost is to be computed at one percent (1%) of the total contract cost until such time as the pool is reopened for normal operation. If the pool is not reopened for normal operation within thirty (30) days, Customer may cancel this Agreement by written notice to Company.

20. **CANCELLATION.** The Customer shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

- (a) Customer shall notify Company by certified mail of any problem regarding performance as detailed in this Agreement. Company shall have 48 hours following notification to remedy stated violation of contract.
- (b) If Company fails to remedy violation and continues to not perform as detailed in this Agreement; Customer may terminate Agreement by providing five (5) days' written notice to Company by certified mail.
- (c) In the event that Customer terminates contract by procedure stated above, the Customer shall either be entitled to a refund for money paid in advance or shall be responsible for a balance owed to the Company. Refund to be computed as follows:

A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this Agreement. This daily price shall be multiplied by the number of days pool was operated under this Agreement. That amount shall be subtracted from the total amount of contract price paid to Company by Customer as of termination date. The resulting figures shall either be the refund to which the Customer is entitled or remaining balance owed to Company.

- (d) Refund or balance owed shall be paid within five (5) business days after termination.

21. **MISCELLANEOUS.**

- (a) The Company may display a sign on the pool premises designating the responsibility to the Company for the quality of the pool and the performance of the pool staff.

22. **PROPOSAL EXPIRATION OPTION.** This contract is voidable at the Company's option if not executed by the Customer and returned to the Company by December 1, 2022

23. **PAYMENTS.** The Company hereby proposes to perform the work and services set forth above for the price of **\$64,435.00** for 2023, **\$67,650.00** for 2024, and, upon the specifications, conditions and terms as set forth herein. Payments by Customer to Company in Year One shall be made in accordance with the following schedule:

2023

<u>Month</u>	<u>Lifeguard Payments</u>	<u>Off-Season Service Payments</u>	<u>Total Payments Due</u>
(a) One (1%) percent upon signing of Agreement	\$59900		\$599.00
(b) Off-season Maintenance on or before January 1 of each year		\$500.00	\$500.00
(c) Nine (9%) percent plus off-season maintenance on or before February 1 of each year.	\$5,390.00	\$500.00	\$5,890.00
(d) Off-season Maintenance on or before March 1 of each year		\$850.00	\$850.00
(e) Off-season Maintenance on or before April 1 of each year		\$850.00	\$850.00
(f) Fifteen (15%) percent plus off-season maintenance on or before May 1 of each year	\$8,983.00		\$8,983.00
(g) Twenty-four (24%) percent on or before June 1 of each year	\$14,372.00		\$14,372.00
(h) Twenty-six (26%) percent on or before July 1 of each year	\$15,570.00		\$15,570.00
(i) Twenty (20%) percent on or before August 1 of each year	\$11,977.00		\$11,977.00

(j) Five (5%) percent plus off-season maintenance on or before September 1 of each year	\$2,994.00		\$2,994.00
(k) Off-season Maintenance on or before October 1 of each year		\$850.00	\$850.00
(l) Off-season Maintenance on or before November 1 of each year		\$500.00	\$500.00
(m) Off-season Maintenance on or before December 1 of each year		\$500.00	\$500.00
TOTAL	\$59,885.00	\$4,550.00	\$64,435.00

2024

<u>Month</u>	<u>Attendant Payments</u>	<u>Off-Season Service Payments</u>	<u>Total Payments Due</u>
(a) One (1%) percent upon signing of Agreement	\$631.00		\$631.00
(b) Off-season Maintenance on or before January 1 of each year		\$500.00	\$400.00
(c) Nine (9%) percent plus off-season maintenance on or before February 1 of each year.	\$5,679.00	\$500.00	\$6,179.00
(d) Off-season Maintenance on or before March 1 of each year		\$850.00	\$850.00
(e) Off-season Maintenance on or before April 1 of each year		\$850.00	\$850.00
(f) Fifteen (15%) percent plus off-season maintenance on or before May 1 of each year	\$9,465.00		\$9,465.00
(g) Twenty-four (24%) percent on or before June 1 of each year	\$15,144.00		\$15,144.00

(h) Twenty-six (26%) percent on or before July 1 of each year	\$16,406.00		\$16,406.00
(i) Twenty (20%) percent on or before August 1 of each year	\$12,620.00		\$12,620.00
(j) Five (5%) percent plus off-season maintenance on or before September 1 of each year	\$3,155.00		\$3,155.00
(k) Off-season Maintenance on or before October 1 of each year		\$850.00	\$850.00
(l) Off-season Maintenance on or before November 1 of each year		\$500.00	\$500.00
(m) Off-season Maintenance on or before December 1 of each year		\$500.00	\$500.00
TOTAL	\$63,100.00	\$4,550.00	\$67,650.00

Payments are due as indicated above. All payments as specified above, not made on or before ten (10) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. Payments for repairs, equipment or labor, not made on or before thirty (30) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. In the event payments are not received within ten (10) days from the due date for contract payments, and thirty (30) days from the due date for other payments, the Company shall have the right, at its option, and within its sole discretion to suspend, until all overdue payments are received, or terminate its services under this Agreement and in either case to withdraw and remove all personnel from Customer's pool facilities without any further or additional notice to Customer. During a period of suspension or after termination, control of the pool and premises will be surrendered to the Customer and, if operated, it is at the Customer's sole risk and liability. Customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) during a period of suspension or after termination due to payment(s) not being received on time. Any such suspension or termination notwithstanding, Customer shall be fully responsible for all payments provided herein.

In the event that Company elects to pursue collection of any amounts due under this Agreement, Customer shall pay all said amounts, together with interest at the rate of 12% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorneys fees.

24. **CUSTOMER CONTACTS:**

PRIMARY CONTACT:

Name _____
Title or Position: _____
Street _____
City _____ State _____ Zip _____
Telephone () _____
Email: _____

PRESIDENT:

Name _____
Street _____
City _____ State _____ Zip _____
Telephone () _____
Email: _____

TREASURER:

Name _____
Street _____
City _____ State _____ Zip _____
Telephone () _____
Email: _____

BILLING ADDRESS:

Name _____
Street _____
City _____ State _____ Zip _____

FACILITY INFORMATION:

Name _____
Street _____
City _____ State _____ Zip _____
Telephone () _____

25. **EXTENSION OF CONTRACT.** This Agreement shall automatically renew on the same terms and conditions herein at the contract amount in effect for the immediate preceding year, plus an amount not to exceed 5% thereof, at the sole option of Company. In the event that Customer desires not to renew and extend this Agreement as provided herein, Customer

shall provide Company with written notice thereof on or before November 31 of the current year.

26. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Texas.

27. **STRICT COMPLIANCE.** No failure of Company to exercise any power or right granted hereunder or to insist upon strict compliance by Customer with its obligations and duty hereunder shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

28. **TIME OF ESSENCE.** Time is of the essence of this Agreement.

29. **ENTIRE AGREEMENT. MODIFICATION. BINDING EFFECT.** This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and enure to the benefit of the Customer and Company and to their respective heirs, successors and assigns.

30. **RIGHTS CUMULATIVE.** All rights and powers under this Agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to any and all other provided at law or in equity.

31. **EXTENSIONS.** Unless other agreed to by Customer and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

32. **SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

33. **ATTORNEYS FEES.** In the event of any legal proceeding or arbitration between the parties, each party shall be responsible for paying its own attorney's fees.

34. **COMPANY'S OPTION IN THE EVENT OF INCREASE IN COSTS.** The parties agree that, should any cost factor of the Company for providing services or products under this Agreement increase more than twenty percent (20%) in any contract year, Company may present a new Agreement to Customer on or before January 1 of the current contract year. Customer shall have 30 days from the date of receipt of the new Agreement in which to accept or reject the new Agreement. If Customer accepts the new Agreement then the new Agreement shall supersede and replace this Agreement. In the event the Customer elects not to accept the new Agreement, this Agreement may be terminated at the sole option of the Company.

35. **COMPANY'S OPTION IN THE EVENT OF INCREASE IN INSURANCE PREMIUMS.** The parties agree that, should Company's annual insurance rate increase more than ten percent (10%) in any contract year, Company may present a new Agreement to Customer on or before January 1 of the current contract year, which new Agreement shall supersede and replace this

Agreement. Customer shall have 30 days from the date of receipt of the new Agreement in which to accept or reject the new Agreement. In the event the Customer elects not to accept the new Agreement, this Agreement may be terminated at the sole option of the Company.

36. **COMPANY'S OPTION IN THE EVENT OF CHANGE IN LAWS.** If there is a change in local, state, or federal law which affects the cost of providing services under this Agreement, the Company may present a new Agreement to Customer, which new Contract shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new contract in which to accept or reject the new contract. In the event the Customer elects not to accept the new Agreement, this Agreement may be terminated at the sole option of the Company.

37. **COMPANY'S OPTION IN THE EVENT OF CHANGE OF SCHOOL SCHEDULE.** The parties agree, should there be any change in the school schedule which affects the cost of providing services under this Agreement, Company may present a new Agreement to Customer, which new Agreement shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new Agreement in which to accept or reject the new Agreement. In the event the Customer elects not to accept the new Agreement, this Agreement may be terminated at the sole option of the Company.

38. **ACCEPTANCE.** Acceptance of this Agreement by Customer and Company through signatures below will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

San Antonio Pool Management

By: _____

Officer

City of Kirby

By: _____

Title of Officer: _____

Attest: _____

Title of Officer: _____

Date: _____

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input type="checkbox"/>	PRESENTATION
<input type="checkbox"/>	WORKSHOP

**CITY OF KIRBY
CITY COUNCIL MEETING
A G E N D A I T E M S U M M A R Y**

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 7.c.

7. Discussion And Possible Action

Discussion And Possible Action On Quarterly Financial Report Period Ending June 30, 2022

The Report is included.



CITY OF KIRBY

112 BAUMAN STREET

KIRBY, TEXAS 78219-1098

AREA CODE 210
661-4671 & 661-3198
FAX 661-4525

To: Mayor & City Council

From: Monique Vernon, City Manager

Date: November 10, 2022

Subject: Quarterly Financial Report (Ending 6/30/2022)

Attached is a copy of the City of Kirby quarterly financial report for the nine months ending June 30, 2022. We are 75% through this year's budget

GENERAL FUND RECAP 6/30/2022

YTD ACTUAL

Revenues	4,398,207
Transfers In from Water Fund	<u>450,000</u>
	4,026,323

Expenditures

City Council	(10,383)
City Administration	(270,737)
Police Dept.	(1,054,404)
Municipal Court	(44,710)
Fire Dept.	(903,532)
Animal Services	(77,874)
Parks	(129,089)
Streets	(262,936)
General Operations	<u>(415,808)</u>
	(3,169,473)

Transfer Out to Debt Service	<u>(0)</u>
------------------------------	------------

Excess of Revenues over Expenses	1,228,734
----------------------------------	-----------

WATER SYSTEM FUND RECAP 6/30/2022	YTD ACTUAL
--	-------------------

Revenues	2,379,773
<u>Expenditures</u>	
Salaries	(235,921)
Supplies	(53,036)
Maintenance	(59,016)
Contractual	(1,140,514)
Miscellaneous	(13,972)
Capital Outlay	<u>(304,503)</u>
	(1,806,962)
Transfer to General Fund	(450,000)
Excess (Deficit) of Revenues over Expenses	122,811

DEBT SERVICE FUND RECAP 6/30/22	YTD ACTUAL
--	-------------------

Revenues	496,495
<u>Expenditures</u>	
Bond Principal	(270,000)
Bond Interest	(110,662)
Bond Paying Agent	<u>(1,500)</u>
	(382,162)
Excess (Deficit) of Revenues over Expenses	114,333

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

10 -GENERAL

FINANCIAL SUMMARY

75.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	2,916,470.00	115,937.64	2,724,606.82	93.42	191,863.18
FRANCHISE FEES	422,156.00	7.22	285,040.22	67.52	137,115.78
LICENSES & FEES	149,442.00	30,270.10	377,215.26	252.42	(227,773.26)
INTERGOVERNMENTAL	122,856.00	942.90	9,807.14	7.98	113,048.86
FINES & PENALTIES	226,006.00	10,175.39	152,111.01	67.30	73,894.99
CHARGES FOR SERVICES	263,250.00	24,474.71	355,649.13	135.10	(92,399.13)
GRANTS	396,859.00	9,266.00	448,428.60	112.99	(51,569.60)
MISCELLANEOUS	<u>27,902.00</u>	<u>5,500.90</u>	<u>45,348.66</u>	<u>162.53</u>	<u>(17,446.66)</u>
TOTAL REVENUES	4,524,941.00	196,574.86	4,398,206.84	97.20	126,734.16
<u>EXPENDITURE SUMMARY</u>					
CITY COUNCIL	18,900.00	802.16	10,382.69	54.93	8,517.31
CITY ADMINISTRATION	381,355.00	37,011.42	270,736.67	70.99	110,618.33
POLICE	1,692,745.00	131,148.20	1,054,403.67	62.29	638,341.33
COURT	95,920.00	3,848.46	44,709.65	46.61	51,210.35
FIRE	1,451,924.00	100,451.28	903,532.19	62.23	548,391.81
ANIMAL SERVICES	169,907.00	6,989.15	77,874.31	45.83	92,032.69
PARKS	227,206.00	13,638.44	129,089.31	56.82	98,116.69
STREETS	930,135.00	12,556.86	262,935.78	28.27	667,199.22
GENERAL OPERATIONS	<u>587,455.00</u>	<u>53,447.99</u>	<u>415,808.39</u>	<u>70.78</u>	<u>171,646.61</u>
TOTAL EXPENDITURES	5,555,547.00	359,893.96	3,169,472.66	57.05	2,386,074.34
REVENUES OVER/(UNDER) EXPENDITURES	(1,030,606.00)	(163,319.10)	1,228,734.18		(2,259,340.18)
OTHER SOURCES	600,000.00	50,000.00	450,000.00	75.00	150,000.00
OTHER USES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER FINANCING SOURCES & USE	600,000.00	50,000.00	450,000.00	75.00	150,000.00

REVENUES & OTHER SOURCES OVER

(UNDER) EXPENDITURES & OTHER USES (430,606.00) (113,319.10) 1,678,734.18 (2,109,340.18)

CITY OF KIRBY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2022

10 -GENERAL

75.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>					
10-4000 PROPERTY TAXES CURRENT	2,472,702.00	68,452.77	2,412,327.90	97.56	60,374.10
10-4001 PROPERTY TAXES CURRENT -COSA (	184,032.00)	0.00	(184,031.98)	100.00	(0.02)
10-4005 PROPERTY TAXES DELINQUENT	70,000.00	5,473.49	64,882.63	92.69	5,117.37
10-4010 CITY SALES TAX	437,000.00	32,323.02	336,483.49	77.00	100,516.51
10-4015 CITY SALES TAX - HB445	110,000.00	8,080.80	84,121.51	76.47	25,878.49
10-4018 CITY SALES TAX - COSA	0.00	0.00	0.00	0.00	0.00
10-4020 BEVERAGE TAX	10,650.00	1,607.56	10,823.27	101.63	(173.27)
10-4025 BINGO TAX	150.00	0.00	0.00	0.00	150.00
TOTAL TAXES	2,916,470.00	115,937.64	2,724,606.82	93.42	191,863.18
<u>FRANCHISE FEES</u>					
10-4100 CPS FRANCHISE FEES	341,656.00	0.00	227,548.08	66.60	114,107.92
10-4110 CABLE TV FRANCHISE FEE	70,000.00	0.00	54,250.66	77.50	15,749.34
10-4115 PUC RIGHTS-OF-WAY FEES	10,000.00	0.00	3,119.10	31.19	6,880.90
10-4118 FRANCHISE FEES - COSA	0.00	0.00	0.00	0.00	0.00
10-4120 GARBAGE FRANCHISE TAX	500.00	7.22	122.38	24.48	377.62
TOTAL FRANCHISE FEES	422,156.00	7.22	285,040.22	67.52	137,115.78
<u>LICENSES & FEES</u>					
10-4200 BUILDING PERMITS	75,000.00	6,569.45	49,905.76	66.54	25,094.24
10-4205 ANIMAL CONTROL FEES	10,000.00	545.00	6,653.67	66.54	3,346.33
10-4210 ACS - DONATIONS/LICENSE FEE	1,000.00	0.00	360.00	36.00	640.00
10-4215 PARK & FACILITY RENTALS	10,000.00	95.00	3,285.00	32.85	6,715.00
10-4220 PARK AGREEMENTS	1,125.00	0.00	500.00	44.44	625.00
10-4230 PARK FUNDRAISERS	20,000.00	15,420.00	15,541.00	77.71	4,459.00
10-4235 PARK CONCESSIONS	3,000.00	1,417.65	1,711.98	57.07	1,288.02
10-4240 POOL USAGE FEES	10,117.00	5,006.00	6,010.00	59.40	4,107.00
10-4248 CITY FESTIVAL	0.00	0.00	0.00	0.00	0.00
10-4250 HEALTH PERMITS	11,000.00	1,070.00	10,330.00	93.91	670.00
10-4255 ALARM PERMITS	3,000.00	65.00	2,140.00	71.33	860.00
10-4260 FIRE PERMITS	2,000.00	0.00	726.00	36.30	1,274.00
10-4265 GARAGE SALE PERMITS	1,500.00	82.00	554.00	36.93	946.00
10-4270 SOLICITING PERMITS	200.00	0.00	50.00	25.00	150.00
10-4275 AMBULANCE SERVICE COST REPORT	0.00	0.00	276,567.85	0.00	(276,567.85)
10-4280 CERTIFICATE OF OCCUPANCY	1,500.00	0.00	2,880.00	192.00	(1,380.00)
TOTAL LICENSES & FEES	149,442.00	30,270.10	377,215.26	252.42	(227,773.26)
<u>INTERGOVERNMENTAL</u>					
10-4300 SCHOOL CROSSING GUARD REV.	9,800.00	942.90	7,671.30	78.28	2,128.70
10-4305 CARES ACT REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
10-4310 AMERICAN RESCUE PLAN ACT FUNDS	113,056.00	0.00	2,135.84	1.89	110,920.16
TOTAL INTERGOVERNMENTAL	122,856.00	942.90	9,807.14	7.98	113,048.86
<u>FINES & PENALTIES</u>					
10-4400 COURT FINES	185,000.00	8,392.71	125,744.93	67.97	59,255.07
10-4405 WARRANTS	25,000.00	1,254.76	18,493.25	73.97	6,506.75
10-4410 COURT SECURITY FEES	5,000.00	273.73	3,361.58	67.23	1,638.42

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

10 -GENERAL

75.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
10-4415 COURT TECHNOLOGY FEES	5,000.00	249.66	3,159.04	63.18	1,840.96
10-4420 ASSET FORFEITURE FUNDS	5,956.00	0.00	1,299.96	21.83	4,656.04
10-4430 LOCAL MUNICIPAL JURY FUND	50.00	4.53	52.25	104.50	2.25
TOTAL FINES & PENALTIES	226,006.00	10,175.39	152,111.01	67.30	73,894.99
<u>CHARGES FOR SERVICES</u>					
10-4500 ESD #11 CONTRACTUAL	0.00	0.00	162,750.00	0.00	162,750.00
10-4510 EMS FEES	150,000.00	23,584.91	181,301.23	120.87	31,301.23
10-4520 POLICE - COPIES & RECORDS	1,250.00	124.80	2,062.90	165.03	812.90
10-4530 GARBAGE COLLECTION FEE	72,000.00	0.00	0.00	0.00	72,000.00
10-4545 IMPOUND YARD FEES	40,000.00	765.00	9,535.00	23.84	30,465.00
TOTAL CHARGES FOR SERVICES	263,250.00	24,474.71	355,649.13	135.10	92,399.13
<u>GRANTS</u>					
10-4600 CDBG GRANT	300,000.00	0.00	353,000.00	117.67	53,000.00
10-4603 MPO GRANT-HIKE & BIKE TRAIL	0.00	0.00	0.00	0.00	0.00
10-4604 MPO-BINZ ENGLEMAN ROAD	0.00	0.00	0.00	0.00	0.00
10-4609 FEDERAL SURPLUS GRANT	0.00	0.00	0.00	0.00	0.00
10-4616 PETSMART GRANT	250.00	0.00	0.00	0.00	250.00
10-4620 STRACC GRANT	9,209.00	0.00	9,209.50	100.01	0.50
10-4627 SOUTHWEST BORDER GRANT	86,000.00	9,266.00	84,937.00	98.76	1,063.00
10-4630 LEOSE GRANT	1,400.00	0.00	1,282.10	91.58	117.90
TOTAL GRANTS	396,859.00	9,266.00	448,428.60	112.99	51,569.60
<u>MISCELLANEOUS</u>					
10-4700 MISCELLANEOUS REVENUE	7,700.00	3,637.78	35,909.85	466.36	28,209.85
10-4705 INTEREST REVENUE	10,000.00	1,863.12	9,436.81	94.37	563.19
10-4710 SALE OF PROPERTY	10,000.00	0.00	0.00	0.00	10,000.00
10-4715 NSF CHECK FEES	200.00	0.00	0.00	0.00	200.00
10-4718 LEASE PAYMENT-SENIOR CENTER	1.00	0.00	1.00	100.00	0.00
10-4719 LEASE PYMT - BEXAR CO ANIMAL	1.00	0.00	1.00	100.00	0.00
TOTAL MISCELLANEOUS	27,902.00	5,500.90	45,348.66	162.53	17,446.66
TOTAL REVENUES	4,524,941.00	196,574.86	4,398,206.84	97.20	126,734.16

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

10 -GENERAL

CITY COUNCIL

75.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>					
10-510-0000 MAYOR'S EXPENSES	1,000.00	0.00	0.00	0.00	1,000.00
10-510-0001 COUNCIL'S EXPENSES	5,400.00	225.00	2,625.00	48.61	2,775.00
10-510-0020 FICA TAX-COUNCIL	600.00	17.22	200.90	33.48	399.10
10-510-0025 WORKERS COMP-COUNCIL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SALARIES & BENEFITS	7,000.00	242.22	2,825.90	40.37	4,174.10
<u>SUPPLIES</u>					
10-510-1000 AWARDS & MISCELLANEOUS EXP	<u>3,000.00</u>	<u>79.94</u>	<u>2,109.73</u>	<u>70.32</u>	<u>890.27</u>
TOTAL SUPPLIES	3,000.00	79.94	2,109.73	70.32	890.27
<u>MISCELLANEOUS</u>					
10-510-4000 MEETINGS & TRAVEL EXPENSES	8,900.00	480.00	5,447.06	61.20	3,452.94
10-510-4005 CITY COUNCIL EVENTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	8,900.00	480.00	5,447.06	61.20	3,452.94
<hr/>					
TOTAL CITY COUNCIL	18,900.00	802.16	10,382.69	54.93	8,517.31

CITY OF KIRBY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2022

10 -GENERAL

CITY ADMINISTRATION

75.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>					
10-520-0000 SALARIES - ADMIN.	240,800.00	27,834.34	186,016.12	77.25	54,783.88
10-520-0005 ADMIN OVERTIME	0.00	0.00	0.00	0.00	0.00
10-520-0007 ADMIN LONGEVITY	7,200.00	0.00	7,097.22	98.57	102.78
10-520-0008 ADMIN PREMIUM PAY	7,000.00	0.00	7,000.00	100.00	0.00
10-520-0010 INSURANCE ADMIN	25,700.00	1,261.68	18,374.40	71.50	7,325.60
10-520-0015 RETIREMENT-ADMIN	35,200.00	2,785.63	28,316.52	80.44	6,883.48
10-520-0020 FICA TAX ADMIN	3,600.00	314.89	2,732.75	75.91	867.25
10-520-0025 WORKERS COMP-ADMIN	0.00	0.00	0.00	0.00	0.00
10-520-0030 TWC TAXES-ADMIN	1,010.00	0.00	27.00	2.67	983.00
TOTAL SALARIES & BENEFITS	320,510.00	32,196.54	249,564.01	77.86	70,945.99
<u>MAINTENANCE</u>					
10-520-2400 SOFTWARE MAINTENANCE	15,345.00	0.00	0.00	0.00	15,345.00
TOTAL MAINTENANCE	15,345.00	0.00	0.00	0.00	15,345.00
<u>CONTRACT SERVICES</u>					
10-520-3100 RECRUITING EXPENSE ADMIN.	7,500.00	740.00	2,919.00	38.92	4,581.00
10-520-3110 PUBLICATION EXPENSE ADMIN.	15,000.00	1,113.73	3,492.57	23.28	11,507.43
10-520-3120 ECONOMIC DEVELOPMENT EXPEN	2,000.00	0.00	0.00	0.00	2,000.00
10-520-3130 RECODIFICATION	4,500.00	0.00	2,346.91	52.15	2,153.09
10-520-3140 WEB SERVICES	5,500.00	1,929.50	4,410.75	80.20	1,089.25
TOTAL CONTRACT SERVICES	34,500.00	3,783.23	13,169.23	38.17	21,330.77
<u>MISCELLANEOUS</u>					
10-520-4000 TRAINING & TRAVEL ADMIN.	9,000.00	1,031.65	7,001.43	77.79	1,998.57
10-520-4010 MEMBERSHIP EXPENSE ADMIN.	2,000.00	0.00	1,002.00	50.10	998.00
TOTAL MISCELLANEOUS	11,000.00	1,031.65	8,003.43	72.76	2,996.57
<u>CAPITAL OUTLAY</u>					
10-520-5001 INCODE - PERMITS/CODE	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL CITY ADMINISTRATION	381,355.00	37,011.42	270,736.67	70.99	110,618.33

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

10 -GENERAL

POLICE

75.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>					
10-530-0000 SALARIES - POLICE DEPT.	837,300.00	85,798.99	532,133.90	63.55	305,166.10
10-530-0005 POLICE OVERTIME	95,000.00	7,693.73	61,031.06	64.24	33,968.94
10-530-0007 POLICE LONGEVITY	11,880.00	0.00	11,875.44	99.96	4.56
10-530-0008 POLICE PREMIUM PAY	31,000.00	0.00	31,000.00	100.00	0.00
10-530-0010 INSURANCE PD	157,900.00	11,321.79	89,301.69	56.56	68,598.31
10-530-0015 RETIREMENT - PD	127,300.00	8,003.13	82,159.33	64.54	45,140.67
10-530-0020 FICA TAX PD	17,010.00	997.16	10,227.49	60.13	6,782.51
10-530-0025 WORKERS COMP - PD	0.00	0.00	0.00	0.00	0.00
10-530-0030 TWC TAXES - PD	<u>6,100.00</u>	<u>0.00</u>	<u>435.53</u>	<u>7.14</u>	<u>5,664.47</u>
TOTAL SALARIES & BENEFITS	1,283,490.00	113,814.80	818,164.44	63.75	465,325.56
<u>SUPPLIES</u>					
10-530-1000 OPERATIONAL SUPPLIES PD	11,000.00	1,686.82	7,278.34	66.17	3,721.66
10-530-1003 PD SPECIAL EXPENSES	1,500.00	0.00	0.00	0.00	1,500.00
10-530-1006 CRIME PREVENTION	600.00	0.00	0.00	0.00	600.00
10-530-1100 FUEL & LUBRICANTS PD	35,000.00	7,963.02	28,472.00	81.35	6,528.00
10-530-1200 UNIFORMS PD	<u>12,000.00</u>	<u>2,866.57</u>	<u>5,682.24</u>	<u>47.35</u>	<u>6,317.76</u>
TOTAL SUPPLIES	60,100.00	12,516.41	41,432.58	68.94	18,667.42
<u>MAINTENANCE</u>					
10-530-2100 BUILDING MAINTENANCE	12,000.00	0.00	10,220.01	85.17	1,779.99
10-530-2200 EQUIPMENT MAINTENANCE PD	4,850.00	1,640.59	2,435.14	50.21	2,414.86
10-530-2300 VEHICLE MAINTENANCE PD	25,000.00	3,932.83	14,158.74	56.63	10,841.26
10-530-2400 SOFTWARE MAINTENANCE - PD	21,875.00	1,237.50	12,923.84	59.08	8,951.16
10-530-2600 RADIO MAINTENANCE PD	3,100.00	0.00	0.00	0.00	3,100.00
10-530-2601 RADIO ACCESS FEE	<u>10,500.00</u>	<u>791.01</u>	<u>6,328.08</u>	<u>60.27</u>	<u>4,171.92</u>
TOTAL MAINTENANCE	77,325.00	4,320.75	46,065.81	59.57	31,259.19
<u>CONTRACT SERVICES</u>					
10-530-3150 CRIME LAB TESTING	500.00	0.00	500.00	100.00	0.00
10-530-3160 MOBILE AIR TIME	0.00	0.00	0.00	0.00	0.00
10-530-3170 PRISONERS	1,000.00	0.00	0.00	0.00	1,000.00
10-530-3175 EVIDENCE CONSULTING	4,200.00	0.00	0.00	0.00	4,200.00
10-530-3180 FIREARMS QUALIFICATIONS	3,000.00	21.24	132.75	4.43	2,867.25
10-530-3185 RACIAL PROFILING CONSULTAN	8,500.00	0.00	8,500.00	100.00	0.00
10-530-3190 S.W.A.T.	<u>6,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,500.00</u>
TOTAL CONTRACT SERVICES	23,700.00	21.24	9,132.75	38.53	14,567.25
<u>MISCELLANEOUS</u>					
10-530-4000 TRAINING & TRAVEL PD	6,000.00	475.00	2,305.86	38.43	3,694.14
10-530-4001 TRAINING PD	0.00	0.00	0.00	0.00	0.00
10-530-4010 MEMBERSHIPS PD	800.00	0.00	240.00	30.00	560.00
10-530-4015 K-9 OFFICER	<u>10,330.00</u>	<u>0.00</u>	<u>10,330.23</u>	<u>100.00</u>	<u>(0.23)</u>
TOTAL MISCELLANEOUS	17,130.00	475.00	12,876.09	75.17	4,253.91

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

10 -GENERAL

POLICE

75.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CAPITAL OUTLAY</u>					
10-530-5002 VEHICLES	0.00	0.00	0.00	0.00	0.00
10-530-5003 CAP OUTLAY - ASSET FORFEIT	0.00	0.00	0.00	0.00	0.00
10-530-5005 SYMPHONY CONSOLES	103,000.00	0.00	0.00	0.00	103,000.00
10-530-5006 INCODE - RECORDS MGMT SYST	0.00	0.00	0.00	0.00	0.00
10-530-5010 CAMERA SECURITY SYSTEM	0.00	0.00	0.00	0.00	0.00
10-530-5011 TASERS	0.00	0.00	0.00	0.00	0.00
10-530-5012 VISTACOM RECORDER	42,000.00	0.00	41,795.00	99.51	205.00
10-530-5015 RADAR UNIT REPLACEMENTS	0.00	0.00	0.00	0.00	0.00
10-530-5017 RADIOS	0.00	0.00	0.00	0.00	0.00
10-530-5018 FENCING AT POLICE DEPT YAR	0.00	0.00	0.00	0.00	0.00
10-530-5019 K-9 OFFICER	0.00	0.00	0.00	0.00	0.00
10-530-5020 SOUTHWEST BORDER GRANT	86,000.00	0.00	84,937.00	98.76	1,063.00
10-530-5021 EVIDENCE TRACKING	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL OUTLAY	231,000.00	0.00	126,732.00	54.86	104,268.00
TOTAL POLICE	1,692,745.00	131,148.20	1,054,403.67	62.29	638,341.33

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

10 -GENERAL

COURT

75.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>					
10-540-0000 SALARIES-COURT	33,175.00	2,436.20	15,533.34	46.82	17,641.66
10-540-0005 COURT OVERTIME	1,220.00	85.80	248.04	20.33	971.96
10-540-0007 COURT LONGEVITY	425.00	0.00	422.40	99.39	2.60
10-540-0008 COURT PREMIUM PAY	2,000.00	0.00	2,000.00	100.00	0.00
10-540-0010 INSURANCE COURT	3,800.00	0.00	1,585.25	41.72	2,214.75
10-540-0015 RETIREMENT-COURT	5,120.00	0.00	2,577.91	50.35	2,542.09
10-540-0020 FICA TAX COURT	510.00	20.56	270.36	53.01	239.64
10-540-0025 WORKERS COMP-COURT	0.00	0.00	0.00	0.00	0.00
10-540-0030 TWC TAXES-COURT	<u>520.00</u>	<u>0.00</u>	<u>6.06</u>	<u>1.17</u>	<u>513.94</u>
TOTAL SALARIES & BENEFITS	46,770.00	2,542.56	22,643.36	48.41	24,126.64
<u>SUPPLIES</u>					
10-540-1000 COURT SUPPLIES	<u>2,000.00</u>	<u>20.91</u>	<u>171.12</u>	<u>8.56</u>	<u>1,828.88</u>
TOTAL SUPPLIES	2,000.00	20.91	171.12	8.56	1,828.88
<u>MAINTENANCE</u>					
10-540-2400 COMPUTER SOFTWARE COURT	8,150.00	0.00	1,230.48	15.10	6,919.52
10-540-2405 COMPUTER TECH COURT	<u>800.00</u>	<u>0.00</u>	<u>400.74</u>	<u>50.09</u>	<u>399.26</u>
TOTAL MAINTENANCE	8,950.00	0.00	1,631.22	18.23	7,318.78
<u>CONTRACT SERVICES</u>					
10-540-3190 MUNICIPAL JUDGE	12,600.00	750.00	9,300.00	73.81	3,300.00
10-540-3200 PROSECUTOR	6,000.00	500.00	5,000.00	83.33	1,000.00
10-540-3210 TRIAL EXPENSE	1,000.00	0.00	126.00	12.60	874.00
10-540-3220 SECURITY EXPENSE	3,600.00	34.99	1,922.95	53.42	1,677.05
10-540-3230 IMPOUND YARD EXPENSE	<u>15,000.00</u>	<u>0.00</u>	<u>3,915.00</u>	<u>26.10</u>	<u>11,085.00</u>
TOTAL CONTRACT SERVICES	38,200.00	1,284.99	20,263.95	53.05	17,936.05
<u>CAPITAL OUTLAY</u>					
10-540-5001 COMPUTER TECH COURT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL COURT	95,920.00	3,848.46	44,709.65	46.61	51,210.35

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

10 -GENERAL

FIRE

75.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>					
10-550-0000 SALARIES - FIRE DEPT.	615,000.00	65,719.83	446,429.48	72.59	168,570.52
10-550-0005 FIRE OVERTIME	77,000.00	8,425.76	52,804.86	68.58	24,195.14
10-550-0007 FIRE LONGEVITY	8,523.00	0.00	8,523.00	100.00	0.00
10-550-0008 FIRE PREMIUM PAY	29,000.00	0.00	29,000.00	100.00	0.00
10-550-0010 INSURANCE - FD	116,800.00	8,576.49	64,324.28	55.07	52,475.72
10-550-0015 RETIREMENT - FD	95,500.00	5,866.78	66,200.88	69.32	29,299.12
10-550-0020 FICA TAX - FD	15,027.00	959.61	11,043.52	73.49	3,983.48
10-550-0025 WORKERS COMP - FD	0.00	0.00	0.00	0.00	0.00
10-550-0030 TWC TAXES - FD	<u>4,300.00</u>	<u>0.00</u>	<u>818.18</u>	<u>19.03</u>	<u>3,481.82</u>
TOTAL SALARIES & BENEFITS	961,150.00	89,548.47	679,144.20	70.66	282,005.80
<u>SUPPLIES</u>					
10-550-1000 OPERATIONAL SUPPLIES - FD	10,000.00	697.33	6,412.11	64.12	3,587.89
10-550-1001 MEDICAL SUPPLIES EMS	32,487.00	0.00	15,333.17	47.20	17,153.83
10-550-1002 EMS SERVICE FEES	0.00	0.00	0.00	0.00	0.00
10-550-1100 FUEL & LUBRICANTS - FD	19,553.00	4,237.58	14,388.32	73.59	5,164.68
10-550-1200 UNIFORMS - FD	8,000.00	639.69	2,800.30	35.00	5,199.70
10-550-1250 BUNKER GEAR	<u>10,000.00</u>	<u>629.86</u>	<u>3,304.46</u>	<u>33.04</u>	<u>6,695.54</u>
TOTAL SUPPLIES	80,040.00	6,204.46	42,238.36	52.77	37,801.64
<u>MAINTENANCE</u>					
10-550-2100 BUILDING MAINTENANCE - FD	14,600.00	0.00	4,573.50	31.33	10,026.50
10-550-2200 EQUIPMENT MAINTENANCE - FD	27,550.00	170.67	12,735.91	46.23	14,814.09
10-550-2300 VEHICLE MAINTENANCE - FD	45,508.00	0.00	43,799.77	96.25	1,708.23
10-550-2400 SOFTWARE MAINTENANCE - FD	3,585.00	0.00	2,335.00	65.13	1,250.00
10-550-2600 RADIO MAINTENANCE - FD	840.00	0.00	840.00	100.00	0.00
10-550-2601 RADIO ACCESS FEE - FD	<u>5,500.00</u>	<u>455.67</u>	<u>3,645.36</u>	<u>66.28</u>	<u>1,854.64</u>
TOTAL MAINTENANCE	97,583.00	626.34	67,929.54	69.61	29,653.46
<u>CONTRACT SERVICES</u>					
10-550-3240 MEDICAL WASTE DISPOSAL- FD	2,646.00	0.00	2,646.00	100.00	0.00
10-550-3250 MEDICAL DOCTOR	9,500.00	1,000.00	6,000.00	63.16	3,500.00
10-550-3260 FIRE PUMPER LEASE PURCHASE	51,740.00	0.00	0.00	0.00	51,740.00
10-550-3261 BREATHING APP LEASE PYMT	0.00	0.00	0.00	0.00	0.00
10-550-3265 INTEREST ON LEASES	<u>4,915.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,915.00</u>
TOTAL CONTRACT SERVICES	68,801.00	1,000.00	8,646.00	12.57	60,155.00
<u>MISCELLANEOUS</u>					
10-550-4000 TRAINING & TRAVEL - FD	8,000.00	725.00	3,738.00	46.73	4,262.00
10-550-4010 MEMBERSHIPS - FD	5,300.00	87.17	2,875.34	54.25	2,424.66
10-550-4015 AMBULANCE SUPPLEMENTAL	<u>73,362.00</u>	<u>2,259.84</u>	<u>8,467.99</u>	<u>11.54</u>	<u>64,894.01</u>
TOTAL MISCELLANEOUS	86,662.00	3,072.01	15,081.33	17.40	71,580.67
<u>CAPITAL OUTLAY</u>					
10-550-5001 CHIEF'S TRUCK	47,501.00	0.00	0.00	0.00	47,501.00
10-550-5002 STRACC EQUIPMENT	9,209.00	0.00	0.00	0.00	9,209.00
10-550-5003 BUNKER GEAR	0.00	0.00	0.00	0.00	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

10 -GENERAL

FIRE

75.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
10-550-5004 HEART MONITOR	0.00	0.00	0.00	0.00	0.00
10-550-5006 HOSES	0.00	0.00	0.00	0.00	0.00
10-550-5007 TOUGHBOOKS	10,485.00	0.00	0.00	0.00	10,485.00
10-550-5008 STRYKER POWER LOADS	68,165.00	0.00	68,164.76	100.00	0.24
10-550-5012 BUNKER GEAR WASHER EXTRACT	0.00	0.00	0.00	0.00	0.00
10-550-5013 STRETCHER	0.00	0.00	0.00	0.00	0.00
10-550-5014 AED CR2	22,328.00	0.00	22,328.00	100.00	0.00
10-550-5015 SPECTRA LIGHTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL OUTLAY	157,688.00	0.00	90,492.76	57.39	67,195.24
 TOTAL FIRE	 1,451,924.00	 100,451.28	 903,532.19	 62.23	 548,391.81

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

10 -GENERAL

ANIMAL SERVICES

75.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>					
10-560-0000 SALARIES - ANIMAL SHELTER	71,100.00	4,133.66	31,387.19	44.15	39,712.81
10-560-0005 AN.SHELTER OVERTIME	6,657.00	756.70	4,700.67	70.61	1,956.33
10-560-0007 AN.SHELTER LONGEVITY	375.00	0.00	374.40	99.84	0.60
10-560-0008 AS PREMIUM PAY	2,000.00	0.00	2,000.00	100.00	0.00
10-560-0010 INSURANCE - AS	15,200.00	630.84	5,677.56	37.35	9,522.44
10-560-0015 RETIREMENT - AS	9,200.00	392.92	4,883.91	53.09	4,316.09
10-560-0020 FICA TAX - AS	1,900.00	44.56	819.36	43.12	1,080.64
10-560-0025 WORKERS COMP - AS	0.00	0.00	0.00	0.00	0.00
10-560-0030 TWC TAXES - AS	<u>800.00</u>	<u>0.00</u>	<u>148.48</u>	<u>18.56</u>	<u>651.52</u>
TOTAL SALARIES & BENEFITS	107,232.00	5,958.68	49,991.57	46.62	57,240.43
<u>SUPPLIES</u>					
10-560-1000 OPERATIONAL SUPPLIES - AS	7,000.00	84.20	2,998.12	42.83	4,001.88
10-560-1001 MEDICAL SUPPLIES - AS	9,000.00	0.00	6,282.65	69.81	2,717.35
10-560-1100 FUEL & LUBRICANTS - AS	2,325.00	458.85	1,666.69	71.69	658.31
10-560-1200 UNIFORMS - AS	<u>700.00</u>	<u>0.00</u>	<u>20.95</u>	<u>2.99</u>	<u>679.05</u>
TOTAL SUPPLIES	19,025.00	543.05	10,968.41	57.65	8,056.59
<u>MAINTENANCE</u>					
10-560-2100 BUILDING MAINTENANCE - AS	10,000.00	301.42	1,578.14	15.78	8,421.86
10-560-2300 VEHICLE MAINTENANCE - AS	1,000.00	0.00	541.06	54.11	458.94
10-560-2601 RADIO ACCESS FEE - AS	<u>650.00</u>	<u>54.00</u>	<u>432.00</u>	<u>66.46</u>	<u>218.00</u>
TOTAL MAINTENANCE	11,650.00	355.42	2,551.20	21.90	9,098.80
<u>CONTRACT SERVICES</u>					
10-560-3260 VETERINARY SERVICES	15,000.00	132.00	5,813.99	38.76	9,186.01
10-560-3265 KIRBY-BEXAR A.F. INVOICES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CONTRACT SERVICES	15,000.00	132.00	5,813.99	38.76	9,186.01
<u>MISCELLANEOUS</u>					
10-560-4000 TRAINING & TRAVEL - AS	<u>2,000.00</u>	<u>0.00</u>	<u>1,049.14</u>	<u>52.46</u>	<u>950.86</u>
TOTAL MISCELLANEOUS	2,000.00	0.00	1,049.14	52.46	950.86
<u>CAPITAL OUTLAY</u>					
10-560-5001 INSULATION IN SHELTER BLDG	15,000.00	0.00	7,500.00	50.00	7,500.00
10-560-5004 VEHICLES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL OUTLAY	15,000.00	0.00	7,500.00	50.00	7,500.00
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TOTAL ANIMAL SERVICES	169,907.00	6,989.15	77,874.31	45.83	92,032.69

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

10 -GENERAL

PARKS

75.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>					
10-570-0000 SALARIES - PARKS	54,100.00	7,015.90	30,965.10	57.24	23,134.90
10-570-0005 PARKS OVERTIME	3,900.00	222.53	659.10	16.90	3,240.90
10-570-0007 PARKS LONGEVITY	676.00	0.00	675.96	99.99	0.04
10-570-0008 PARKS PREMIUM PAY	2,000.00	0.00	2,000.00	100.00	0.00
10-570-0010 INSURANCE PARKS	15,200.00	1,261.68	6,939.24	45.65	8,260.76
10-570-0015 RETIREMENT-PARKS	8,375.00	587.28	4,124.23	49.24	4,250.77
10-570-0020 FICA TAX PARKS	875.00	71.59	462.18	52.82	412.82
10-570-0025 WORKERS COMP-PARKS	0.00	0.00	0.00	0.00	0.00
10-570-0030 TWC TAXES-PARKS	510.00	0.00	8.73	1.71	501.27
TOTAL SALARIES & BENEFITS	85,636.00	9,158.98	45,834.54	53.52	39,801.46
<u>SUPPLIES</u>					
10-570-1000 OPERATIONAL SUPPLIES - PAR	9,500.00	474.20	3,062.81	32.24	6,437.19
10-570-1001 OPERATIONAL SUPPLIES - POO	5,000.00	1,369.84	1,628.66	32.57	3,371.34
10-570-1110 CHEMICALS - POOL & PARKS	0.00	0.00	0.00	0.00	0.00
10-570-1200 UNIFORMS PARKS	1,300.00	186.99	491.34	37.80	808.66
10-570-1300 SMALL TOOLS - PARKS	3,000.00	0.00	537.56	17.92	2,462.44
TOTAL SUPPLIES	18,800.00	2,031.03	5,720.37	30.43	13,079.63
<u>MAINTENANCE</u>					
10-570-2200 EQUIPMENT MAINTENANCE	9,000.00	1,321.96	8,889.71	98.77	110.29
10-570-2300 VEHICLE MAINTENANCE	2,000.00	34.98	41.98	2.10	1,958.02
10-570-2500 PARK MAINTENANCE	15,000.00	858.00	3,454.27	23.03	11,545.73
10-570-2510 POOL MAINTENANCE	48,000.00	233.49	39,703.44	82.72	8,296.56
10-570-2600 RADIO MAINTENANCE	0.00	0.00	0.00	0.00	0.00
10-570-2601 RADIO ACCESS FEE	0.00	0.00	0.00	0.00	0.00
10-570-2900 EQUIPMENT RENTAL P & P	1,000.00	0.00	75.00	7.50	925.00
TOTAL MAINTENANCE	75,000.00	2,448.43	52,164.40	69.55	22,835.60
<u>CONTRACT SERVICES</u>					
10-570-3000 POOL MANAGMENT CO	47,770.00	0.00	25,370.00	53.11	22,400.00
TOTAL CONTRACT SERVICES	47,770.00	0.00	25,370.00	53.11	22,400.00
<u>MISCELLANEOUS</u>					
10-570-4000 TRAINING & TRAVEL - PARKS	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
<u>CAPITAL OUTLAY</u>					
10-570-5001 TURF TIGER SCAG	0.00	0.00	0.00	0.00	0.00
10-570-5002 FRIENDSHIP PARK PKG LOT PA	0.00	0.00	0.00	0.00	0.00
10-570-5004 JOHN STERLING PKG LOT OVER	0.00	0.00	0.00	0.00	0.00
10-570-5010 HIKE & BIKE TRAIL - MPO GR	0.00	0.00	0.00	0.00	0.00
10-570-5014 GATOR	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL PARKS	227,206.00	13,638.44	129,089.31	56.82	98,116.69

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

10 -GENERAL

STREETS 75.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>					
10-580-0000 SALARIES - STREET	59,900.00	7,064.88	46,415.01	77.49	13,484.99
10-580-0005 STREETS OVERTIME	8,650.00	605.57	3,320.27	38.38	5,329.73
10-580-0007 STREETS LONGEVITY	1,800.00	0.00	1,796.52	99.81	3.48
10-580-0008 STREETS PREMIUM PAY	4,000.00	0.00	4,000.00	100.00	0.00
10-580-0010 INSURANCE STREET	15,200.00	1,261.68	11,355.12	74.70	3,844.88
10-580-0015 RETIREMENT-STREET	9,975.00	648.86	7,670.41	76.90	2,304.59
10-580-0020 FICA TAX STREET	1,025.00	68.60	747.67	72.94	277.33
10-580-0025 WORKERS COMP-STREET	0.00	0.00	0.00	0.00	0.00
10-580-0030 TWC TAXES-STREET	<u>510.00</u>	<u>0.00</u>	<u>15.08</u>	<u>2.96</u>	<u>494.92</u>
TOTAL SALARIES & BENEFITS	101,060.00	9,649.59	75,320.08	74.53	25,739.92
<u>SUPPLIES</u>					
10-580-1000 OPERATIONAL SUPPLIES - STR	6,000.00	121.10	4,787.83	79.80	1,212.17
10-580-1005 STREET SWEEPER SUPPLIES	1,100.00	0.00	312.62	28.42	787.38
10-580-1007 PAINT - STREET	11,000.00	0.00	0.00	0.00	11,000.00
10-580-1100 FUEL & LUBRICANTS - STREET	12,365.00	1,672.96	8,991.47	72.72	3,373.53
10-580-1200 UNIFORMS STREET	1,300.00	0.00	496.52	38.19	803.48
10-580-1300 SMALL TOOLS - STREET	2,000.00	0.00	151.17	7.56	1,848.83
10-580-1400 BASE/STREET OIL/ASPHALT	15,000.00	119.84	9,668.23	64.45	5,331.77
10-580-1401 SAND/GRAVEL/TOP SOIL/CONCR	6,000.00	0.00	1,229.84	20.50	4,770.16
10-580-1402 TRAFFIC CONTROLS/SIGNS	<u>8,385.00</u>	<u>0.00</u>	<u>1,334.55</u>	<u>15.92</u>	<u>7,050.45</u>
TOTAL SUPPLIES	63,150.00	1,913.90	26,972.23	42.71	36,177.77
<u>MAINTENANCE</u>					
10-580-2100 BUILDING MAINTENANCE STREE	0.00	0.00	0.00	0.00	0.00
10-580-2200 EQUIPMENT MAINTENANCE - ST	3,000.00	5.99	4,969.19	165.64	(1,969.19)
10-580-2300 VEHICLE MAINTENANCE - STRE	2,000.00	45.98	574.45	28.72	1,425.55
10-580-2400 SOFTWARE MAINTENANCE	0.00	0.00	0.00	0.00	0.00
10-580-2600 RADIO MAINTENANCE - STREET	0.00	0.00	0.00	0.00	0.00
10-580-2601 RADIO ACCESS FEE - STREET	0.00	0.00	0.00	0.00	0.00
10-580-2815 SIDEWALK/DRAINAGE REPAIR	10,000.00	0.00	840.06	8.40	9,159.94
10-580-2850 STREET MAINT/REPAIRS	0.00	0.00	0.00	0.00	0.00
10-580-2851 STREET RECONSTRUCTION	40,000.00	0.00	34,400.00	86.00	5,600.00
10-580-2900 EQUIPMENT RENTAL - STREET	<u>1,000.00</u>	<u>0.00</u>	<u>260.43</u>	<u>26.04</u>	<u>739.57</u>
TOTAL MAINTENANCE	56,000.00	51.97	41,044.13	73.29	14,955.87
<u>CONTRACT SERVICES</u>					
10-580-3265 INTEREST ON LEASE	0.00	0.00	0.00	0.00	0.00
10-580-3280 BLDG INSPECTION FEES	25,000.00	450.00	15,118.91	60.48	9,881.09
10-580-3290 ROLL OFF FEES	635.00	491.40	634.40	99.91	0.60
10-580-3295 STREET SWEEPER LEASE PYMT	0.00	0.00	0.00	0.00	0.00
10-580-3296 ASPHALT ZIPPER	0.00	0.00	0.00	0.00	0.00
10-580-3300 HEALTH INSPECTION FEES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CONTRACT SERVICES	25,635.00	941.40	15,753.31	61.45	9,881.69

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

10 -GENERAL

STREETS 75.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>MISCELLANEOUS</u>					
10-580-4000 TRAINING & TRAVEL- STREET	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL MISCELLANEOUS	1,000.00	0.00	0.00	0.00	1,000.00
<u>CAPITAL OUTLAY</u>					
10-580-5001 VEHICLES	0.00	0.00	0.00	0.00	0.00
10-580-5002 SENIOR CENTER ADA	52,310.00	0.00	0.00	0.00	52,310.00
10-580-5007 CDBG - BORCHERS	35,290.00	0.00	35,290.03	100.00	0.03)
10-580-5008 CDBG - FOXCROSS	0.00	0.00	0.00	0.00	0.00
10-580-5011 MPO GRANT BINZ ENGLEMAN	0.00	0.00	0.00	0.00	0.00
10-580-5012 CDBG - ALAN SHEPARD	587,690.00	0.00	60,556.00	10.30	527,134.00
10-580-5013 CHARLES CONRAD BUS STOP PA	8,000.00	0.00	8,000.00	100.00	0.00
10-580-5014 CDBG - HICKORY HILL	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	683,290.00	0.00	103,846.03	15.20	579,443.97
TOTAL STREETS	930,135.00	12,556.86	262,935.78	28.27	667,199.22

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

10 -GENERAL

GENERAL OPERATIONS

75.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SUPPLIES</u>					
10-590-1000 OPERATIONAL EXPENSE	6,000.00	247.51	148.00	2.47	5,852.00
10-590-1001 OFFICE SUPPLIES	16,000.00	133.70	11,109.15	69.43	4,890.85
10-590-1025 CITY FESTIVAL	20,000.00	13,894.38	14,291.37	71.46	5,708.63
10-590-1030 POSTAGE	5,000.00	0.00	4,000.00	80.00	1,000.00
10-590-1050 COMPUTERS	7,000.00	0.00	0.00	0.00	7,000.00
TOTAL SUPPLIES	54,000.00	13,780.57	29,548.52	54.72	24,451.48
<u>MAINTENANCE</u>					
10-590-2100 BUILDING MAINTENANCE	6,000.00	0.00	2,542.21	42.37	3,457.79
10-590-2200 EQUIPMENT MAINTENANCE	5,000.00	497.81	3,103.50	62.07	1,896.50
TOTAL MAINTENANCE	11,000.00	497.81	5,645.71	51.32	5,354.29
<u>CONTRACT SERVICES</u>					
10-590-3220 SECURITY SERVICES	1,200.00	63.98	575.82	47.99	624.18
10-590-3310 EMPLOYEE SUPPLEMENTAL BENE	10,000.00	789.33	6,602.98	66.03	3,397.02
10-590-3320 PROFESSIONAL FEES-IT	37,000.00	2,967.50	26,065.16	70.45	10,934.84
10-590-3330 VEHICLE/LIABILITY INSURANC	95,146.00	0.00	95,123.08	99.98	22.92
10-590-3335 WORKMAN'S COMP INSURANCE	62,105.00	0.00	58,694.92	94.51	3,410.08
10-590-3340 LEGAL FEES	40,539.00	5,496.74	20,872.74	51.49	19,666.26
10-590-3350 ENGINEER	20,000.00	0.00	0.00	0.00	20,000.00
10-590-3360 ACCOUNTING/AUDITOR	24,600.00	12,300.00	24,600.00	100.00	0.00
10-590-3380 TELEPHONE	41,600.00	3,620.41	28,630.74	68.82	12,969.26
10-590-3385 MOBILES & AIR CARDS	8,700.00	0.00	4,782.20	54.97	3,917.80
10-590-3390 ELECTRICITY & GAS	64,000.00	5,453.06	38,105.63	59.54	25,894.37
10-590-3395 ELECTRICITY - STREET	57,000.00	5,020.39	43,950.45	77.11	13,049.55
10-590-3400 WATER	10,000.00	538.09	4,378.31	43.78	5,621.69
10-590-3410 TAX COLLECTOR FEES	6,165.00	0.00	6,058.02	98.26	106.98
10-590-3420 NON PROFITS	0.00	0.00	0.00	0.00	0.00
10-590-3430 BEXAR APPRAISAL DISTRICT	13,300.00	193.89	6,215.11	46.73	7,084.89
10-590-3440 ELECTION EXPENSE	10,000.00	0.00	0.00	0.00	10,000.00
10-590-3450 GIS SYSTEM	3,400.00	0.00	3,400.00	100.00	0.00
10-590-3455 HEALTH INSPECTION FEES	13,500.00	1,100.00	8,800.00	65.19	4,700.00
TOTAL CONTRACT SERVICES	518,255.00	37,155.61	376,855.16	72.72	141,399.84
<u>MISCELLANEOUS</u>					
10-590-4010 MEMBERSHIPS	4,000.00	2,014.00	3,759.00	93.98	241.00
10-590-4020 AMERICAN RESCUE PLAN ACT E	0.00	0.00	0.00	0.00	0.00
10-590-4900 MISCELLANEOUS	200.00	0.00	0.00	0.00	200.00
TOTAL MISCELLANEOUS	4,200.00	2,014.00	3,759.00	89.50	441.00
<u>CAPITAL OUTLAY</u>					
10-590-5003 VEHICLE STORAGE LOT	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL GENERAL OPERATIONS	587,455.00	53,447.99	415,808.39	70.78	171,646.61

CITY OF KIRBY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2022

10 -GENERAL

75.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
TOTAL EXPENDITURES	5,555,547.00	359,893.96	3,169,472.66	57.05	2,386,074.34
<hr/>					
REVENUES OVER/(UNDER) EXPENDITURES	(1,030,606.00)	(163,319.10)	1,228,734.18		(2,259,340.18)
 <u>OTHER FINANCING SOURCES & USES</u>					
 <u>OTHER SOURCES</u>					
10-4800 TRANSFERS IN LIEU OF TAXES	<u>600,000.00</u>	<u>50,000.00</u>	<u>450,000.00</u>	<u>75.00</u>	<u>150,000.00</u>
TOTAL OTHER SOURCES	600,000.00	50,000.00	450,000.00	75.00	150,000.00
 <u>OTHER USES</u>					
10-590-7000 TRANSFERS TO DEBT SERVICE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER USES	0.00	0.00	0.00	0.00	0.00
<hr/>					
TOTAL OTHER SOURCES & USES	600,000.00	50,000.00	450,000.00	75.00	150,000.00
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REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	(430,606.00)	(113,319.10)	1,678,734.18		(2,109,340.18)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

20 -WATER

FINANCIAL SUMMARY

75.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
CHARGES FOR SERVICES	2,992,200.00	290,050.06	2,390,802.00	79.90	601,398.00
MISCELLANEOUS	<u>882,549.00</u>	<u>(5,145.64)</u>	<u>(11,028.75)</u>	<u>1.25-</u>	<u>893,577.75</u>
TOTAL REVENUES	3,874,749.00	284,904.42	2,379,773.25	61.42	1,494,975.75
<u>EXPENDITURE SUMMARY</u>					
NONDEPARTMENTAL	<u>3,062,408.00</u>	<u>276,634.36</u>	<u>1,806,961.80</u>	<u>59.00</u>	<u>1,255,446.20</u>
TOTAL EXPENDITURES	3,062,408.00	276,634.36	1,806,961.80	59.00	1,255,446.20
REVENUES OVER/ (UNDER) EXPENDITURES	812,341.00	8,270.06	572,811.45		239,529.55
OTHER USES	<u>600,000.00</u>	<u>50,000.00</u>	<u>450,000.00</u>	<u>75.00</u>	<u>150,000.00</u>
TOTAL OTHER FINANCING SOURCES & US(	<u>600,000.00)</u>	<u>(50,000.00)</u>	<u>(450,000.00)</u>	<u>75.00</u>	<u>(150,000.00)</u>
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	212,341.00	(41,729.94)	122,811.45		89,529.55

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

20 -WATER

75.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CHARGES FOR SERVICES</u>					
20-4500 SALE OF WATER	725,000.00	76,964.32	513,643.11	70.85	211,356.89
20-4510 SEWER CHARGES	1,185,000.00	108,913.72	985,454.68	83.16	199,545.32
20-4520 GARBAGE COLLECTION	750,000.00	69,962.18	630,907.03	84.12	119,092.97
20-4530 W/S CAPITAL RESERVE	124,000.00	10,456.00	94,076.00	75.87	29,924.00
20-4540 PENALTIES	72,000.00	8,416.24	56,813.38	78.91	15,186.62
20-4550 EDWARDS AQUIFER FEES	106,000.00	8,887.60	79,957.80	75.43	26,042.20
20-4570 TURN OFF/ON CHARGES	30,000.00	6,450.00	29,850.00	99.50	150.00
20-4580 WATER/SEWER CONNECTS	<u>200.00</u>	<u>0.00</u>	<u>100.00</u>	<u>50.00</u>	<u>100.00</u>
TOTAL CHARGES FOR SERVICES	2,992,200.00	290,050.06	2,390,802.00	79.90	601,398.00
<u>MISCELLANEOUS</u>					
20-4700 MISCELLANEOUS INCOME	200.00	0.00	140.00	70.00	60.00
20-4705 RECOVERY OF BAD DEBT	0.00	6,852.23	18,082.05	0.00	18,082.05
20-4720 INTEREST INCOME	8,000.00	1,706.59	6,913.30	86.42	1,086.70
20-4725 AMERICAN RESCUE PLAN ACT REV	874,349.00	0.00	0.00	0.00	874,349.00
20-4730 CASH SHORT/OVER	0.00	0.00	0.00	0.00	0.00
20-4740 GAIN ON SALE OF FIXED ASSETS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	882,549.00	5,145.64	11,028.75	1.25	893,577.75
TOTAL REVENUES	3,874,749.00	284,904.42	2,379,773.25	61.42	1,494,975.75

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

20 -WATER

NONDEPARTMENTAL

75.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SALARIES & BENEFITS</u>					
20-500-0000 WATER SALARIES	280,500.00	25,237.21	155,673.74	55.50	124,826.26
20-500-0005 WATER OVERTIME	51,500.00	3,146.63	12,124.77	23.54	39,375.23
20-500-0007 WATER LONGEVITY & INCENTIV	3,503.00	0.00	3,502.14	99.98	0.86
20-500-0008 WATER PREMIUM PAY	9,000.00	0.00	9,000.00	100.00	0.00
20-500-0010 INSURANCE	60,600.00	2,846.96	29,407.68	48.53	31,192.32
20-500-0015 RETIREMENT	47,800.00	1,571.48	23,191.43	48.52	24,608.57
20-500-0020 FICA TAX	5,200.00	486.82	2,978.37	57.28	2,221.63
20-500-0025 WORKERS COMP	0.00	0.00	0.00	0.00	0.00
20-500-0030 TWC UNEMPLOYMENT TAX	2,025.00	0.00	42.68	2.11	1,982.32
20-500-0100 TEMP SERVICES	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	460,128.00	33,289.10	235,920.81	51.27	224,207.19
<u>SUPPLIES</u>					
20-500-1000 OPERATIONAL SUPPLIES	40,000.00	7,407.69	20,513.98	51.28	19,486.02
20-500-1030 OFFICE SUPPLIES/POSTAGE	19,022.00	208.49	11,647.49	61.23	7,374.51
20-500-1050 COMPUTER- WATER	1,000.00	0.00	0.00	0.00	1,000.00
20-500-1100 FUEL & LUBRICANTS	16,000.00	2,774.54	12,291.93	76.82	3,708.07
20-500-1110 CHEMICALS	6,000.00	389.61	3,833.13	63.89	2,166.87
20-500-1200 UNIFORMS	3,460.00	209.00	1,021.25	29.52	2,438.75
20-500-1300 SMALL TOOLS	4,000.00	0.00	1,623.72	40.59	2,376.28
20-500-1400 ASPHALT	7,000.00	0.00	0.00	0.00	7,000.00
20-500-1401 TOPSOIL/BASE/SAND/CONCRETE	6,000.00	0.00	2,104.95	35.08	3,895.05
20-500-1402 TRAFFIC CONTROLS	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL SUPPLIES	103,982.00	10,989.33	53,036.45	51.01	50,945.55
<u>MAINTENANCE</u>					
20-500-2100 BLDG. MAINT.	8,200.00	0.00	8,114.35	98.96	85.65
20-500-2200 EQUIPMENT MAINTENANCE	31,900.00	3,890.13	11,507.20	36.07	20,392.80
20-500-2300 VEHICLE MAINTENANCE	5,000.00	505.98	1,301.48	26.03	3,698.52
20-500-2400 SOFTWARE MAINTENANCE	30,000.00	0.00	11,353.06	37.84	18,646.94
20-500-2600 RADIO MAINTENANCE	0.00	0.00	0.00	0.00	0.00
20-500-2601 RADIO ACCESS FEE	0.00	0.00	0.00	0.00	0.00
20-500-2800 WELLS/PUMPS/MOTORS	37,000.00	701.50	10,729.07	29.00	26,270.93
20-500-2805 SEWER LINES/MANHOLES/LIFT	35,000.00	2,283.60	15,907.52	45.45	19,092.48
20-500-2810 WATER LINES/MAINS	15,000.00	0.00	0.00	0.00	15,000.00
20-500-2815 REPAIRS DRIVEWAY, SIDEWALKS	12,000.00	0.00	0.00	0.00	12,000.00
20-500-2820 DAMAGES	1,000.00	0.00	0.00	0.00	1,000.00
20-500-2900 EQUIPMENT RENTAL	4,500.00	0.00	103.76	2.31	4,396.24
TOTAL MAINTENANCE	179,600.00	7,381.21	59,016.44	32.86	120,583.56
<u>CONTRACT SERVICES</u>					
20-500-3310 GYM - EMPLOYEE SUPPLEMENTA	180.00	0.00	0.00	0.00	180.00
20-500-3350 STORMWATER ENGINEERING FEE	20,000.00	1,614.17	8,799.05	44.00	11,200.95
20-500-3390 ELECTRIC FOR WELLS	56,000.00	3,690.44	26,520.43	47.36	29,479.57
20-500-3400 WATER PURCHASE/LEASE	13,195.00	0.00	13,195.00	100.00	0.00
20-500-3405 EDWARDS AQUIFER PAYMENTS	108,620.00	0.00	108,611.33	99.99	8.67
20-500-3450 UTILITY BILLING SERVICE	8,000.00	73.80	4,842.00	60.53	3,158.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

20 -WATER

NONDEPARTMENTAL

75.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
20-500-3460 WATER CONSERVATION EDUCATI	2,500.00	0.00	0.00	0.00	2,500.00
20-500-3465 WATER CONSERVATION REBATE	2,500.00	0.00	50.00	2.00	2,450.00
20-500-3480 PERMITS	500.00	0.00	100.00	20.00	400.00
20-500-3500 SEWAGE TREATMENT	643,000.00	50,599.61	418,092.46	65.02	224,907.54
20-500-3520 GARBAGE CONTRACTOR	750,000.00	88,223.46	560,303.35	74.71	189,696.65
20-500-3521 WELL SITE MONITORING	2,000.00	0.00	0.00	0.00	2,000.00
TOTAL CONTRACT SERVICES	1,606,495.00	144,201.48	1,140,513.62	70.99	465,981.38
<u>MISCELLANEOUS</u>					
20-500-4000 TRAINING & TRAVEL	6,000.00	0.00	3,522.87	58.71	2,477.13
20-500-4010 MEMBERSHIP & LICENSE	10,000.00	0.00	6,813.00	68.13	3,187.00
20-500-4020 MOBILE & AIR TIME	1,500.00	0.00	817.00	54.47	683.00
20-500-4100 BAD DEBT EXPENSE	25,000.00	0.00	0.00	0.00	25,000.00
20-500-4101 BAD DEBT EXP COLLECTIONS	500.00	0.00	164.42	32.88	335.58
20-500-4200 DEPRECIATION EXPENSE	250,000.00	0.00	0.00	0.00	250,000.00
20-500-4250 AMERICAN RESCUE PLAN ACT E	0.00	0.00	0.00	0.00	0.00
20-500-4900 MISCELLANEOUS EXP.	200.00	0.00	2,654.34	1,327.17	(2,454.34)
TOTAL MISCELLANEOUS	293,200.00	0.00	13,971.63	4.77	279,228.37
<u>CAPITAL OUTLAY</u>					
20-500-5000 PAINT WATER TOWER	0.00	0.00	0.00	0.00	0.00
20-500-5002 WELL #3 REPAIRS	275,003.00	65,510.24	275,002.85	100.00	0.15
20-500-5003 ASPHALT TRUCK	0.00	0.00	0.00	0.00	0.00
20-500-5004 DRAINAGE ASSESSMENT	45,000.00	15,263.00	41,000.00	91.11	4,000.00
20-500-5005 GATE & FENCING AT PW YARD	0.00	0.00	0.00	0.00	0.00
20-500-5006 ACKERMAN SEWER	0.00	0.00	0.00	0.00	0.00
20-500-5008 DUMP TRUCK	0.00	0.00	0.00	0.00	0.00
20-500-5010 WELL #2 GENERATOR & BLDG	0.00	0.00	13,500.00	0.00	13,500.00
20-500-5011 WATER PIPE REPL - VINECRES	0.00	0.00	0.00	0.00	0.00
20-500-5012 WATER PIPE REPL - BLUE JAY	0.00	0.00	0.00	0.00	0.00
20-500-5013 SEWER LINE REPL - GAIETY	0.00	0.00	0.00	0.00	0.00
20-500-5016 VEHICLE	0.00	0.00	0.00	0.00	0.00
20-500-5019 SEWER MACHINE	85,000.00	0.00	0.00	0.00	85,000.00
20-500-5021 AWIA RISK ASSESSMENT PLAN	0.00	0.00	2,000.00	0.00	(2,000.00)
20-500-5023 ASPHALT PUBLIC WORKS YARD	0.00	0.00	0.00	0.00	0.00
20-500-5024 GENERATOR AT WELLSITE #3	0.00	0.00	0.00	0.00	0.00
20-500-5025 GENERATOR & INSTALLATION	14,000.00	0.00	0.00	0.00	14,000.00
20-500-5026 DIADEM & HAPPINESS ALLEY D	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	419,003.00	80,773.24	304,502.85	72.67	114,500.15
TOTAL NONDEPARTMENTAL	3,062,408.00	276,634.36	1,806,961.80	59.00	1,255,446.20

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

20 -WATER

75.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL EXPENDITURES	3,062,408.00	276,634.36	1,806,961.80	59.00	1,255,446.20
REVENUES OVER/(UNDER) EXPENDITURES	812,341.00	8,270.06	572,811.45		239,529.55
<u>OTHER FINANCING SOURCES & USES</u>					
<u>OTHER USES</u>					
20-500-7000 XFERS IN LIEU OF TAXES	600,000.00	50,000.00	450,000.00	75.00	150,000.00
20-500-7005 XFER TO DEBT SVC	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER USES	600,000.00	50,000.00	450,000.00	75.00	150,000.00
TOTAL OTHER SOURCES & USES	(600,000.00)	(50,000.00)	(450,000.00)	75.00	(150,000.00)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	212,341.00	(41,729.94)	122,811.45		89,529.55

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

30 -DEBT SERVICE

FINANCIAL SUMMARY

75.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
TAXES	498,663.00	14,083.77	496,322.78	99.53	2,340.22
MISCELLANEOUS	<u>50.00</u>	<u>16.79</u>	<u>172.53</u>	<u>345.06</u>	<u>(122.53)</u>
TOTAL REVENUES	498,713.00	14,100.56	496,495.31	99.56	2,217.69
<u>EXPENDITURE SUMMARY</u>					
NONDEPARTMENTAL	<u>488,925.00</u>	<u>1,500.00</u>	<u>382,162.50</u>	<u>78.16</u>	<u>106,762.50</u>
TOTAL EXPENDITURES	488,925.00	1,500.00	382,162.50	78.16	106,762.50
REVENUES OVER/ (UNDER) EXPENDITURES	9,788.00	12,600.56	114,332.81		(104,544.81)
OTHER SOURCES	0.00	0.00	0.00	0.00	0.00
OTHER USES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER FINANCING SOURCES & USE	0.00	0.00	0.00	0.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	9,788.00	12,600.56	114,332.81		(104,544.81)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

30 -DEBT SERVICE

75.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>TAXES</u>					
30-4000 PROPERTY TAXES - DEBT SERVICE	498,663.00	14,083.77	496,322.78	99.53	2,340.22
TOTAL TAXES	498,663.00	14,083.77	496,322.78	99.53	2,340.22
<u>MISCELLANEOUS</u>					
30-4705 INTEREST	50.00	16.79	172.53	345.06 (	122.53)
TOTAL MISCELLANEOUS	50.00	16.79	172.53	345.06 (	122.53)
<u>TOTAL REVENUES</u>					
	498,713.00	14,100.56	496,495.31	99.56	2,217.69

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

30 -DEBT SERVICE

NONDEPARTMENTAL

75.00% OF YEAR COMP.

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>DEBT SERVICE</u>					
30-500-6000 BOND PRINCIPAL	270,000.00	0.00	270,000.00	100.00	0.00
30-500-6010 BOND INTEREST	215,925.00	0.00	110,662.50	51.25	105,262.50
30-500-6020 BOND PAYING AGENT	<u>3,000.00</u>	<u>1,500.00</u>	<u>1,500.00</u>	<u>50.00</u>	<u>1,500.00</u>
TOTAL DEBT SERVICE	488,925.00	1,500.00	382,162.50	78.16	106,762.50
<u>TOTAL NONDEPARTMENTAL</u>					
TOTAL NONDEPARTMENTAL	488,925.00	1,500.00	382,162.50	78.16	106,762.50

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2022

30 -DEBT SERVICE

75.00% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL EXPENDITURES	488,925.00	1,500.00	382,162.50	78.16	106,762.50
REVENUES OVER/(UNDER) EXPENDITURES	9,788.00	12,600.56	114,332.81	(	104,544.81)
<u>OTHER FINANCING SOURCES & USES</u>					
<u>OTHER SOURCES</u>					
30-4805 GEN FUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00
30-4810 WATER FUND TRANSFER IN	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER SOURCES	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER SOURCES & USES	0.00	0.00	0.00	0.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	9,788.00	12,600.56	114,332.81	(	104,544.81)

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input type="checkbox"/>	PRESENTATION
<input type="checkbox"/>	WORKSHOP

**C I T Y O F K I R B Y
C I T Y C O U N C I L M E E T I N G
A G E N D A I T E M S U M M A R Y**

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 7. d.

7. Discussion And Possible Action

Discussion And Possible Action On Quarterly Investment Report Period Ending
June 30, 2022

The Report is included.



CITY OF KIRBY

112 BAUMAN STREET

KIRBY, TEXAS 78219-1098

AREA CODE 210
661-4671 & 661-3198
FAX 661-4525

To: Mayor & City Council

Date: November 10, 2022

Subject: Investment Report (Quarter Ending 6/30/22)

Attached is a copy of the City of Kirby Investment Report for the period ending June 30, 2022. City of Kirby, at this time, is investing available funds in a Texas Local Government Investment Pool (TexPool), and CD's at Schertz Bank, and operating levels, along with core investment at Schertz Bank & Trust.

Reports are prepared in compliance with the Public Funds Investment Act (PFIA) and the City of Kirby Investment Policy. I declare that the information herein is true and correct to the best of my knowledge and belief.

Monique Vernon, City Manager

City of Kirby
Investment Report
for Quarter Ending June 30, 2022

GENERAL FUND TEXPOOL

Date	Purchase	Redemption	Interest	Ending Balances
Beg Bal.				\$ 1,093,465.07
04/30/22			\$ 273.42	\$ 1,093,738.49
05/31/22			\$ 578.55	\$ 1,094,317.04
06/30/22			\$ 900.54	\$ 1,095,217.58

WATER CAPITAL OUTLAY FUND TEXPOOL

Date	Purchase	Redemption	Interest	Ending Balances
Beg Bal.				\$ 134,258.05
04/30/22			\$ 33.56	\$ 134,291.61
05/31/22			\$ 71.04	\$ 134,362.65
06/30/22			\$ 110.58	\$ 134,473.23

WATER FUND METER TEXPOOL

Date	Purchase	Redemption	Interest	Ending Balances
Beg Bal.				\$ 37,900.21
04/30/22			\$ 9.46	\$ 37,909.67
05/31/22			\$ 20.05	\$ 37,929.72
06/30/22			\$ 31.18	\$ 37,960.90

WATER SYSTEM FUND TEXPOOL

Date	Purchase	Redemption	Interest	Ending Balances
Beg Bal.				\$ 1,335,638.75
04/30/22			\$ 334.02	\$ 1,335,972.77
05/31/22			\$ 706.64	\$ 1,336,679.41
06/30/22			\$ 1,100.04	\$ 1,337,779.45

GENERAL OBLIGATIONS SERIES 2018

Date	Purchase	Redemption	Interest	Ending Balances
Beg Bal.				\$ 6,382,987.39
04/30/22			\$ 1,596.21	\$ 6,384,583.60
05/31/22			\$ 3,377.06	\$ 6,387,960.66
06/30/22			\$ 5,257.13	\$ 6,393,217.79

City of Kirby
Investment Report
for Quarter Ending June 30, 2022

INVESTED FUNDS

06/30/22	Schertz Bank General Fund Checking	\$ 1,214,970.37
06/30/22	Schertz Bank Payroll Checking	\$ 995.82
06/30/22	Schertz Bank PEG Fee Revenue Checking	\$ 172,711.72
06/30/22	Schertz Bank Debt Service Checking	\$ 204,343.90
06/30/22	Schertz Bank Capital Project Fund Series 2018	\$ 7,800.94
06/30/22	Schertz Water System Checking	\$ 887,758.92
06/30/22	Schertz Water Meter Checking	\$ 99,112.44
06/30/22	Schertz Water Meter CD 2011687 (1yr 0.75%)	\$ 100,000.00
06/30/22	Schertz Gen Fund CD 2011725 (1yr 0.80%)	\$ 500,000.00
06/30/22	Schertz Gen Fund CD 2012171 (1yr 1.00%)	\$ 250,000.00
06/30/22	Schertz Water Ops CD 2011857 (1yr 0.75%)	\$ 500,000.00
	Schertz Bank Demand Deposits	\$ 2,587,694.11
	Schertz Bank CD's	\$ 1,350,000.00
	Schertz Bank	\$ 3,937,694.11
	TexPool	\$ 8,998,648.95
	Total Kirby Invested Funds	\$ 12,936,343.06
	WAM (Weighted Average Maturity) =	\$ 8.34 days

Schertz Bank & Trust Pledge Securities

***Currently have a Federal Home Loan Bank of Dallas Letter of Credit
of \$6,000,000.00***

Investment Report for Quarter Ending June 30, 2022

	Maturity	Yield	Beg. Book Value	Beg. Market Value	Ending Book Value	Ending Market Value	Earnings
Schertz Water Meter CD 2011687 (1yr 0.75%)	12/8/2022	0.75%	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 189.04
Schertz Gen Fund CD 2011725 (1yr 0.80%)	8/7/2022	0.80%	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 1,008.24
Schertz Gen Fund CD 2012171 (1yr 1.00%)	2/24/2023	0.75%	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 472.61
Schertz Water Ops CD 2011857 (1yr 0.75%)	7/3/2022	0.75%	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 945.18
Schertz Demand Deposit Accounts	6/30/2022	0.10%	\$ 3,770,619.09	\$ 3,770,619.09	\$ 2,587,694.11	\$ 2,587,694.11	\$ 657.84
TexPool Accounts	6/30/2022	1.47%	\$ 8,984,249.47	\$ 8,984,249.47	\$ 8,998,648.95	\$ 8,998,648.95	\$ 14,399.48
Total			\$ 14,104,868.56	\$ 14,104,868.56	\$ 12,936,343.06	\$ 12,936,343.06	\$ 17,672.39

Pool Yield:	Amount	Days	Amt x Days
Apr Int	\$ 8,984,249.47	92	\$ 826,550,951.24
May Int	\$ 2,246.67	61	\$ 137,046.87
Jun Int	\$ 4,753.34	31	\$ 147,353.54
	\$ 7,399.47	0	\$ -
	\$ 8,998,648.95	\$ 8,987,340.78	Avg Bal
			\$ 826,835,351.65
			0.64%

	Book Value	Matures	Days to Maturity
Schertz Water Meter CD 2011687 (1yr .75%)	\$ 100,000.00	12/8/2022	161
Schertz Gen Fund CD 2011725 (1yr .80%)	\$ 500,000.00	8/7/2022	38
Schertz Gen Fund CD 2012171 (1yr 1.00%)	\$ 250,000.00	2/24/2023	239
Schertz Water Ops CD 2011857 (1yr 0.75%)	\$ 500,000.00	7/3/2022	3
Demand Deposits	\$ 2,587,694.11		1
Pools	\$ 8,998,648.95		1
	\$ 12,936,343.06		8.34 days

Investment Report for Quarter Ending June 30, 2022

Quarter CD Yield

Amount	Days	Rate	Interest
Scherz Water Meter CD 2011687 (1yr 1.00%)	91	0.75%	\$ 186.99
Scherz Gen Fund CD 2011725 (1yr 0.80%)	91	0.80%	\$ 997.26
Scherz Gen Fund CD 2012171 (1yr 1.00%)	91	0.75%	\$ 467.47
Scherz Water Ops CD 2011857 (1yr 0.75%)	91	0.75%	\$ 934.93
\$1,350,000.00	1,335,326.09	Avg Bal	\$ 2,586.64
	0.77%		

Month 1 April

Amount	Days	Rate	Interest
Scherz Water Meter CD 2011687 (1yr 1.00%)	30	0.75%	\$ 61.64
Scherz Gen Fund CD 2011725 (1yr 0.80%)	30	0.80%	\$ 328.77
Scherz Gen Fund CD 2012171 (1yr 1.00%)	30	0.75%	\$ 154.11
Scherz Water Ops CD 2011857 (1yr 0.75%)	30	0.75%	\$ 308.22
\$1,350,000.00	1,306,451.61	Avg Bal	\$ 852.74
	0.77%		

Month 2 May

Amount	Days	Rate	Interest
Scherz Water Meter CD 2011687 (1yr 1.00%)	31	0.75%	\$ 63.70
Scherz Gen Fund CD 2011725 (1yr 0.80%)	31	0.80%	\$ 339.73
Scherz Gen Fund CD 2012171 (1yr 1.00%)	31	0.75%	\$ 159.25
Scherz Water Ops CD 2011857 (1yr 0.75%)	31	0.75%	\$ 318.49
\$1,350,000.00	1,395,000.00	Avg Bal	\$ 881.16
	0.77%		

Month 3 June

Amount	Days	Rate	Interest
Scherz Water Meter CD 2011687 (1yr .75%)	30	0.75%	\$ 61.64
Scherz Gen Fund CD 2011725 (1yr 0.80%)	30	0.80%	\$ 328.77
Scherz Gen Fund CD 2012171 (1yr 1.00%)	30	0.75%	\$ 154.11
Scherz Water Ops CD 2011857 (1yr 0.75%)	30	0.75%	\$ 308.22
\$1,350,000.00	1,306,451.61	Avg Bal	\$ 852.74
	0.77%		

Investment Report for Quarter Ending June 30, 2022

Bank Interest

	General Fund			Water Fund			Debt Service Fund	2018 Capital Project Fund	Total
	Checking	Payroll	PEG Fee	Total	Checking	Meter			
April 2022	\$ 113.73	\$ 1.12	\$ 13.72	\$ 128.57	\$ 61.78	\$ 7.53	\$ 16.23	\$ 0.62	\$ 214.73
May 2022	\$ 113.71	\$ 1.10	\$ 15.14	\$ 129.95	\$ 78.32	\$ 8.38	\$ 17.91	\$ 0.68	\$ 235.24
June 2022	\$ 92.69	\$ 0.96	\$ 14.19	\$ 107.84	\$ 74.46	\$ 8.14	\$ 16.79	\$ 0.64	\$ 207.87
Total	\$ 320.13	\$ 3.18	\$ 43.05	\$ 366.36	\$ 214.56	\$ 24.05	\$ 50.93	\$ 1.94	\$ 657.84

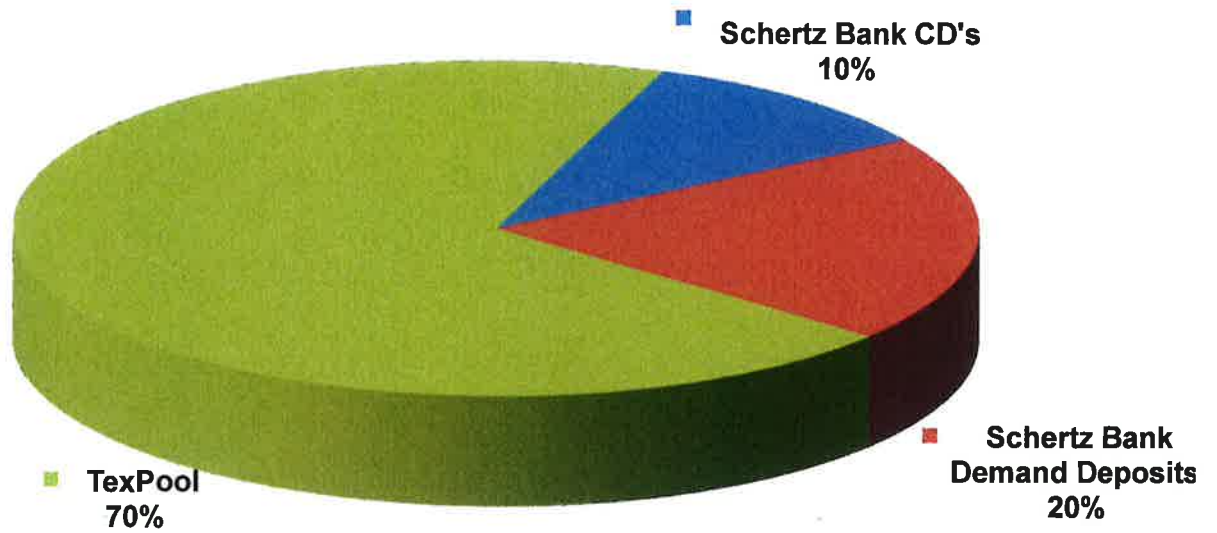
Texpool Interest

	General Fund			Water Fund			2018 Capital Projects Fund	Total
	Operating	Total	System	Meter	Capital			
					Outlay	Total		
April 2022	\$ 273.42	\$ 273.42	\$ 334.02	\$ 9.46	\$ 33.56	\$ 377.04	\$ 1,596.21	\$ 2,246.67
May 2022	\$ 578.55	\$ 578.55	\$ 706.64	\$ 20.05	\$ 71.04	\$ 797.73	\$ 3,377.06	\$ 4,753.34
June 2022	\$ 900.54	\$ 900.54	\$ 1,100.04	\$ 31.18	\$ 110.58	\$ 1,241.80	\$ 5,257.13	\$ 7,399.47
Total	\$1,752.51	\$1,752.51	\$ 2,140.70	\$ 60.69	\$ 215.18	\$ 2,416.57	\$ 10,230.40	\$14,399.48

CD Interest

	General Fund			Water Fund			Total
	CD 2012171	CD 2011725	Total	CD 2011857	CD 2011687	Total	
April 2022	\$ 159.25	\$ 339.73	\$ 498.98	\$ 318.49	\$ 63.70	\$ 382.19	\$ 881.17
May 2022	\$ 154.11	\$ 328.77	\$ 482.88	\$ 308.20	\$ 61.64	\$ 369.84	\$ 852.72
June 2022	\$ 159.25	\$ 339.74	\$ 498.99	\$ 318.49	\$ 63.70	\$ 382.19	\$ 881.18
Total	\$ 472.61	\$ 1,008.24	\$ 1,480.85	\$ 945.18	\$ 189.04	\$ 1,134.22	\$ 2,615.07

**City of Kirby
Statement of Position-by Type
as of June 30, 2022**



<input checked="checked" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input type="checkbox"/>	PRESENTATION
<input type="checkbox"/>	WORKSHOP

**CITY OF KIRBY
CITY COUNCIL MEETING
A G E N D A I T E M S U M M A R Y**

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 7. e.

7. Discussion And Possible Action

Discussion And Possible Action On Quarterly Investment Report Period Ending
September 30, 2022

The Report is included.



AREA CODE 210
661-4671 & 661-3198
FAX 661-4525

CITY OF KIRBY

112 BAUMAN STREET

KIRBY, TEXAS 78219-1098

To: Mayor & City Council

Date: November 10, 2022

Subject: Investment Report (Quarter Ending 9/30/22)

Attached is a copy of the City of Kirby Investment Report for the period ending June 30, 2022. City of Kirby, at this time, is investing available funds in a Texas Local Government Investment Pool (TexPool), and CD's at Schertz Bank, and operating levels, along with core investment at Schertz Bank & Trust.

Reports are prepared in compliance with the Public Funds Investment Act (PFIA) and the City of Kirby Investment Policy. I declare that the information herein is true and correct to the best of my knowledge and belief.

Monique Vernon, City Manager

City of Kirby
Investment Report
for Quarter Ending September 30, 2022

GENERAL FUND TEXPOOL

Date	Purchase	Redemption	Interest	Ending Balances
Beg Bal.				\$ 1,095,217.58
07/31/22			\$ 1,414.48	\$ 1,096,632.06
08/31/22			\$ 2,014.34	\$ 1,098,646.40
09/30/22			\$ 2,178.60	\$ 1,100,825.00

WATER CAPITAL OUTLAY FUND TEXPOOL

Date	Purchase	Redemption	Interest	Ending Balances
Beg Bal.				\$ 134,473.23
07/31/22			\$ 173.66	\$ 134,646.89
08/31/22			\$ 247.32	\$ 134,894.21
09/30/22			\$ 267.48	\$ 135,161.69

WATER FUND METER TEXPOOL

Date	Purchase	Redemption	Interest	Ending Balances
Beg Bal.				\$ 37,960.90
07/31/22			\$ 49.06	\$ 38,009.96
08/31/22			\$ 69.80	\$ 38,079.76
09/30/22			\$ 75.50	\$ 38,155.26

WATER SYSTEM FUND TEXPOOL

Date	Purchase	Redemption	Interest	Ending Balances
Beg Bal.				\$ 1,337,779.45
07/31/22			\$ 1,727.67	\$ 1,339,507.12
08/31/22			\$ 2,460.48	\$ 1,341,967.60
09/30/22			\$ 2,661.11	\$ 1,344,628.71

GENERAL OBLIGATIONS SERIES 2018

Date	Purchase	Redemption	Interest	Ending Balances
Beg Bal.				\$ 6,393,217.79
07/31/22		\$ 1,510.00	\$ 8,256.19	\$ 6,399,963.98
08/31/22			\$ 11,755.68	\$ 6,411,719.66
09/30/22		\$ 12,835.00	\$ 12,700.76	\$ 6,411,585.42

City of Kirby
Investment Report
for Quarter Ending September 30, 2022

INVESTED FUNDS

09/30/22	Schertz Bank General Fund Checking	\$ 1,594,010.97
09/30/22	Schertz Bank Payroll Checking	\$ 816.36
09/30/22	Schertz Bank PEG Fee Revenue Checking	\$ 172,755.26
09/30/22	Schertz Bank Debt Service Checking	\$ 98,722.52
09/30/22	Schertz Bank Capital Project Fund Series 2018	\$ 7,803.07
09/30/22	Schertz Water System Checking	\$ 936,237.24
09/30/22	Schertz Water Meter Checking	\$ 97,877.90
09/30/22	Schertz Water Meter CD 2011687 (1yr 0.75%)	\$ 100,000.00
09/30/22	Schertz Gen Fund CD 2011725 (1yr 2.72%)	\$ 500,000.00
09/30/22	Schertz Gen Fund CD 2012171 (1yr 1.00%)	\$ 250,000.00
09/30/22	Schertz Water Ops CD 2011857 (1yr 0.75%)	\$ 500,000.00
	Schertz Bank Demand Deposits	\$ 2,908,223.32
	Schertz Bank CD's	\$ 1,350,000.00
	Schertz Bank	\$ 4,258,223.32
	TexPool	\$ 9,030,356.08
	Total Kirby Invested Funds	\$ 13,288,579.40
	WAM (Weighted Average Maturity) =	\$ 27.14 days

Schertz Bank & Trust Pledge Securities

*Currently have a Federal Home Loan Bank of Dallas Letter of Credit
of \$6,000,000.00*

Investment Report for Quarter Ending September 30, 2022

	Maturity	Yield	Beg. Book Value	Beg. Market Value	Ending Book Value	Ending Market Value	Earnings
Schertz Water Meter CD 2011687 (1yr 0.75%)	12/8/2022	0.75%	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 189.04
Schertz Gen Fund CD 2011725 (1yr 0.80%)	8/7/2022	0.80%	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 1,823.59
Schertz Gen Fund CD 2011725 (1yr 0.80%)	8/7/2023	2.72%	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ -
Schertz Gen Fund CD 2012171 (1yr 1.00%)	2/24/2023	0.75%	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 472.59
Schertz Water Ops CD 2011857 (1yr 0.75%)	7/3/2023	0.75%	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 2,669.36
Schertz Demand Deposit Accounts	9/30/2022	0.10%	\$ 3,463,044.51	\$ 3,463,044.51	\$ 2,908,223.32	\$ 2,908,223.32	\$ 638.48
TexPool Accounts	9/30/2022	3.10%	\$ 8,998,648.95	\$ 8,998,648.95	\$ 9,030,356.08	\$ 9,030,356.08	\$ 46,052.13
Total			\$ 14,311,693.46	\$ 14,311,693.46	\$ 13,788,579.40	\$ 13,788,579.40	\$ 51,845.19

Pool Yield:	Amount	Days	Amt x Days
Jul Int	\$ 8,998,648.95	91	\$ 818,877,054.45
Aug Int	\$ 11,621.06	60	\$ 697,263.60
Sep Int	\$ 16,547.62	30	\$ 496,428.60
	\$ 17,883.45	0	\$ -
	\$ 9,044,701.08	\$ 8,913,812.46	\$ 820,070,746.65
		Avg Bal	
		2.07%	

	Book Value	Matures	Days to Maturity
Schertz Water Meter CD 2011687 (1yr .75%)	\$ 100,000.00	12/8/2022	69
Schertz Gen Fund CD 2011725 (1yr 2.72%)	\$ 500,000.00	8/7/2023	334
Schertz Gen Fund CD 2012171 (1yr 1.00%)	\$ 250,000.00	2/24/2023	147
Schertz Water Ops CD 2011857 (1yr 0.75%)	\$ 500,000.00	7/3/2023	276
Demand Deposits	\$ 2,908,223.32		1
Pools	\$ 9,030,356.08		1
	\$ 13,288,579.40		27.14 days

Investment Report for Quarter Ending September 30, 2022

Quarter CD Yield

	Amount	Days	Rate	Interest
Schertz Water Meter CD 2011687 (1yr 1.00%)	\$ 100,000.00	92	0.75%	\$ 189.04
Schertz Gen Fund CD 2011725 (1yr 2.72%)	\$ 500,000.00	54	2.72%	\$ 2,012.05
Schertz Gen Fund CD 2011725 (1yr 0.80%)		38	0.80%	\$ 416.44
Schertz Gen Fund CD 2012171 (1yr 1.00%)	\$ 250,000.00	92	0.75%	\$ 472.60
Schertz Water Ops CD 2011857 (1yr 0.75%)	\$ 500,000.00	92	0.75%	\$ 945.21
	\$1,350,000.00	1,350,000.00	Avg Bal	\$ 4,035.34

1.19%

Month 1 July

	Amount	Days	Rate	Interest
Schertz Water Meter CD 2011687 (1yr 1.00%)	\$ 100,000.00	31	0.75%	\$ 63.70
Schertz Gen Fund CD 2011725 (1yr 0.80%)	\$ 500,000.00	31	0.80%	\$ 339.73
Schertz Gen Fund CD 2012171 (1yr 1.00%)	\$ 250,000.00	31	0.75%	\$ 159.25
Schertz Water Ops CD 2011857 (1yr 0.75%)	\$ 500,000.00	31	0.75%	\$ 318.49
	\$ 1,350,000.00	1,350,000.00	Avg Bal	\$ 881.16

0.77%

Month 2 August

	Amount	Days	Rate	Interest
Schertz Water Meter CD 2011687 (1yr 1.00%)	\$ 100,000.00	31	0.75%	\$ 63.70
Schertz Gen Fund CD 2011725 (1yr 2.72%)	\$ 500,000.00	24	0.80%	\$ 263.01
Schertz Gen Fund CD 2011725 (1yr 0.80%)		7	0.80%	\$ 76.71
Schertz Gen Fund CD 2012171 (1yr 1.00%)	\$ 250,000.00	31	0.75%	\$ 159.25
Schertz Water Ops CD 2011857 (1yr 0.75%)	\$ 500,000.00	31	0.75%	\$ 318.49
	\$ 1,350,000.00	1,395,000.00	Avg Bal	\$ 881.16

0.77%

Month 3 September

	Amount	Days	Rate	Interest
Schertz Water Meter CD 2011687 (1yr .75%)	\$ 100,000.00	30	0.75%	\$ 61.64
Schertz Gen Fund CD 2011725 (1yr 2.72%)	\$ 500,000.00	30	0.80%	\$ 328.77
Schertz Gen Fund CD 2012171 (1yr 1.00%)	\$ 250,000.00	30	0.75%	\$ 154.11
Schertz Water Ops CD 2011857 (1yr 0.75%)	\$ 500,000.00	30	0.75%	\$ 308.22
	\$ 1,350,000.00	1,306,451.61	Avg Bal	\$ 852.74

0.77%

Investment Report for Quarter Ending September 30, 2022

Bank Interest

	General Fund			Water Fund			Debt Service Fund	2018 Capital Project Fund	Total
	Checking	Payroll	PEG Fee	Total	Checking	Meter			
July 2022	\$ 92.69	\$ 0.84	\$ 13.72	\$ 107.25	\$ 79.04	\$ 7.95	\$ 16.24	\$ 0.63	\$ 211.11
August 2022	\$ 90.11	\$ 0.79	\$ 15.62	\$ 106.52	\$ 93.23	\$ 9.18	\$ 16.75	\$ 0.72	\$ 226.40
September 2022	\$ 83.14	\$ 0.63	\$ 14.20	\$ 97.97	\$ 85.76	\$ 8.33	\$ 8.13	\$ 0.78	\$ 200.97
Total	\$ 265.94	\$ 2.26	\$ 43.54	\$ 311.74	\$ 258.03	\$ 25.46	\$ 41.12	\$ 2.13	\$ 638.48

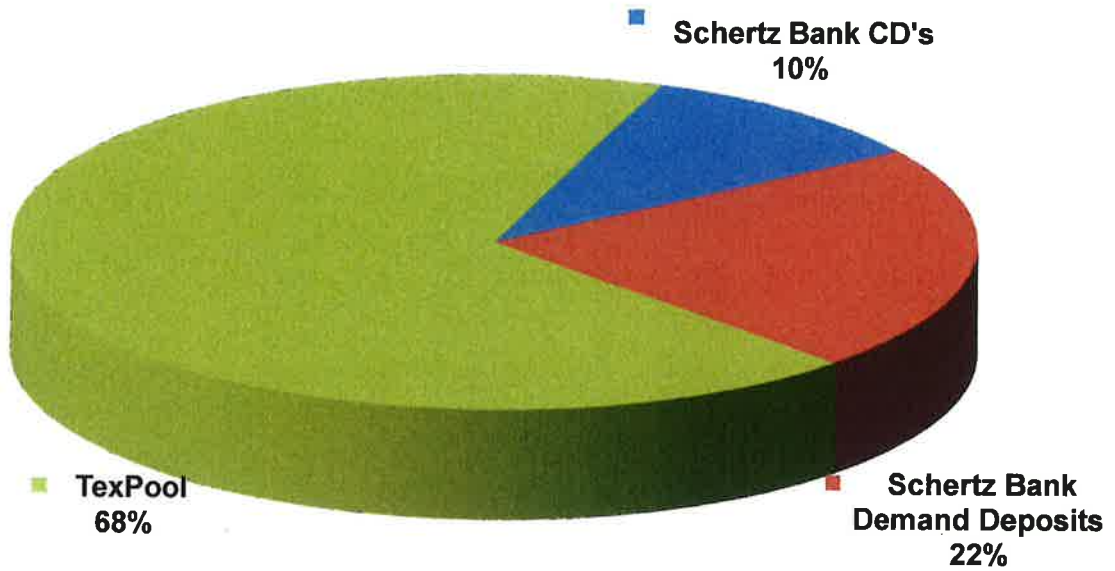
Texpool Interest

	General Fund			Water Fund			Total	2018 Capital Projects Fund	Total
	Operating			Total	System	Meter			
July 2022	\$1,414.48			\$1,414.48	\$ 1,727.67	\$ 49.06	\$ 1,950.39	\$ 8,256.19	\$11,621.06
August 2022	\$2,014.34			\$2,014.34	\$ 2,460.48	\$ 69.80	\$ 2,777.60	\$ 11,755.68	\$16,547.62
September 2022	\$2,178.60			\$2,178.60	\$ 2,661.11	\$ 75.50	\$ 3,004.09	\$ 12,700.76	\$17,883.45
Total	\$5,607.42			\$5,607.42	\$ 6,849.26	\$ 194.36	\$ 7,732.08	\$ 32,712.63	\$46,052.13

CD Interest

	General Fund			Water Fund			Total
	CD 2012171	CD 2011725	Total	CD 2011857	CD 2011687	Total	
July 2022	\$ 154.11	\$ 328.77	\$ 482.88	\$ 308.22	\$ 63.70	\$ 371.92	\$ 854.80
August 2022	\$ 159.25	\$ 339.73	\$ 498.98	\$ 1,180.59	\$ 61.64	\$ 1,242.23	\$ 1,741.21
September 2022	\$ 159.23	\$ 1,155.09	\$ 1,314.32	\$ 1,180.55	\$ 63.70	\$ 1,244.25	\$ 2,558.57
Total	\$ 472.59	\$ 1,823.59	\$ 2,296.18	\$ 2,669.36	\$ 189.04	\$ 2,858.40	\$ 5,154.58

**City of Kirby
Statement of Position-by Type
as of September 30, 2022**



<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input type="checkbox"/>	PRESENTATION
<input type="checkbox"/>	WORKSHOP

**CITY OF KIRBY
CITY COUNCIL MEETING
AGENDA ITEM SUMMARY**

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 7. f.

7. Discussion And Possible Action

Update And Discussion On Street Maintenance Plans

City Manager Vernon and Public Works Director Salazar will present this item.

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input type="checkbox"/>	PRESENTATION
<input type="checkbox"/>	WORKSHOP

**C I T Y O F K I R B Y
C I T Y C O U N C I L M E E T I N G
A G E N D A I T E M S U M M A R Y**

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 7. g.

7. Discussion And Possible Action

Discussion And Possible Action On City Council Member Behavior, Conduct And
Interaction With City Staff

Council Member Walczyk requested this item.

<u> X </u>	DISCUSSION AND POSSIBLE ACTION ITEMS
<u> </u>	SPECIAL CONSIDERATION
<u> </u>	CONSENT AGENDA
<u> </u>	PUBLIC HEARING
<u> </u>	PRESENTATION
<u> </u>	WORKSHOP

**C I T Y O F K I R B Y
C I T Y C O U N C I L M E E T I N G
A G E N D A I T E M S U M M A R Y**

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 7. h.

7. Discussion And Possible Action

Discussion And Possible Action To Appoint Member(s) To The Planning And Zoning
Commission

There are currently two vacancies. A roster is included.

PLANNING & ZONING COMMISSION
Terms of Office

Clay McBee

TERM
Expires August 2023

VACANT

TERM
Expires August 2024

Julie Hinojosa

TERM
Expires August 2023

Alexandra D. Ebert

TERM
Expires August 2024

VACANT

TERM
Expires August 2024

Council Liaison:

(Council Liaison Mayor Kim Aldrich)

(OCTOBER 2022)

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input type="checkbox"/>	PRESENTATION
<input type="checkbox"/>	WORKSHOP

**CITY OF KIRBY
CITY COUNCIL MEETING
A G E N D A I T E M S U M M A R Y**

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 7. i.

7. Discussion And Possible Action

Discussion And Possible Action To Appoint Members To A City Festival Planning Committee

Council agreed to establish a City Festival Planning Committee of ten members.

Current members are Juan Cantu, Shawntina Harris, Council Member Christopher Garza and Council Member Debbie Walczyk.

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input type="checkbox"/>	PRESENTATION
<input type="checkbox"/>	WORKSHOP

**CITY OF KIRBY
CITY COUNCIL MEETING
A G E N D A I T E M S U M M A R Y**

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 7. j.

7. Discussion And Possible Action

Discussion And Possible Action To Appoint Members To An Ordinance Review Committee

Council voted to establish an Ordinance Review Committee made up of five members. Members must be Kirby residents and one appointee should be a resident with code compliance experience.

We currently have one member.

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input type="checkbox"/>	PRESENTATION
<input type="checkbox"/>	WORKSHOP

**C I T Y O F K I R B Y
C I T Y C O U N C I L M E E T I N G
A G E N D A I T E M S U M M A R Y**

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 7. k.

7. Discussion And Possible Action

Discussion And Possible Action To Accept Resignation Of Patricia Baber From The
Beautification And Recycle Committee

Ms. Baber's resignation is included.

Patty Cox

From: Patricia Baber
Sent: Wednesday, November 9, 2022 6:20 PM
To: Patty Cox
Subject: Re: Beautification & Recycle November 9, 2022 Packet

Please accept this as my resignation from Beautification and Recycle Committee.

Sent from my iPhone

On Nov 9, 2022, at 2:11 PM, Patty Cox <PCox@cityofkirby.org> wrote:

At this time we do not have a quorum. I need to know as soon as possible if you are attending. Let me know before 3 PM today.

If you already notified me you don't need to email again.

Thank you,

Patty Cox, TRMC
City Secretary
City of Kirby
112 Bauman
Kirby, TX 78219
(210) 661-3198

From: Patty Cox
Sent: Thursday, November 3, 2022 12:26 PM
To: Patty Cox <PCox@cityofkirby.org>
Subject: Beautification & Recycle November 9, 2022 Packet

Good morning,

Your packet is attached for our November 9, 2022 meeting.

Please look for streets for the next clean up and provide the information at the meeting.

Let me know through email no later than 8:00 A.M. on November 8, 2022, whether you will or will not be able to attend our next meeting.

I hope you enjoy your weekend.

Patty Cox, TRMC
City Secretary
City of Kirby
112 Bauman
Kirby, TX 78219

<u> X </u>	DISCUSSION AND POSSIBLE ACTION ITEMS
<u> </u>	SPECIAL CONSIDERATION
<u> </u>	CONSENT AGENDA
<u> </u>	PUBLIC HEARING
<u> </u>	PRESENTATION
<u> </u>	WORKSHOP

C I T Y O F K I R B Y
CITY COUNCIL MEETING
A G E N D A I T E M S U M M A R Y

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 7. I.

7. Discussion And Possible Action

Discussion And Possible Action To Appoint Member(s) To The Beautification and Recycle Committee

There are currently two vacancies. A roster is included.

BEAUTIFICATION AND RECYCLE COMMITTEE

KATHERINE E. McGARITY	TERM: OCTOBER 1, 2024
BARBARA HERB	TERM: OCTOBER 1, 2023
GLENDA EHLERS-CURTIS	TERM: OCTOBER 1, 2023
MARIA LOZANO	TERM: OCTOBER 1, 2024
VACANT	TERM: OCTOBER 1, 2024
ALICE MOCZYGEMBA	TERM: OCTOBER 1, 2023
VACANT	TERM: OCTOBER 1, 2024

(Council Liaison – Mayor Pro-Tem Janeshia Grider)

(NOVEMBER 2022)

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input type="checkbox"/>	PRESENTATION
<input type="checkbox"/>	WORKSHOP

CITY OF KIRBY
CITY COUNCIL MEETING
A G E N D A I T E M S U M M A R Y

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 7. m.

7. Discussion And Possible Action

Discussion And Possible Action To Appoint Alternate Member(s) To The Building
And Standards Commission

There are currently four alternate vacancies. A roster is included.

Building and Standards Commission

REGULAR MEMBERS

CHAIRPERSON

JACK MAJOR

TERM & CONTACT INFO

OCTOBER 1, 2023

KRISTINA ALDRUP

OCTOBER 1, 2024

RICHARD BUNDICK

OCTOBER 1, 2024

LEXIE POTTER

OCTOBER 1, 2023

JAKUB KOSIBA

OCTOBER 1, 2023

ALTERNATE MEMBERS

VACANT

OCTOBER 1, 2023

VACANT

OCTOBER 1, 2023

VACANT

OCTOBER 1, 2022

VACANT

OCTOBER 1, 2022

STAFF

SECRETARY

FRANK SALAZAR

112 Bauman

PATTY COX

112 Bauman

(Council Liaison – Michael Martin)

(OCTOBER 2022)

<u> X </u>	DISCUSSION AND POSSIBLE ACTION ITEMS
<u> </u>	SPECIAL CONSIDERATION
<u> </u>	CONSENT AGENDA
<u> </u>	PUBLIC HEARING
<u> </u>	PRESENTATION
<u> </u>	WORKSHOP

**C I T Y O F K I R B Y
C I T Y C O U N C I L M E E T I N G
A G E N D A I T E M S U M M A R Y**

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 7. n.

7. Discussion And Possible Action

Discussion And Possible Action To Accept Resignation Of Cecilia Padilla From The
Economic Development Committee

Ms. Padilla's resignation is included.

Patty Cox

From: cecilia padilla
Sent: Friday, October 7, 2022 3:51 PM
To: Patty Cox; mvernon@cityofkirby.org
Subject: Re: EDC

Due to the lack of guidance, communication, and cooperation from the city of Kirby and other members of this committee, I hereby resign from EDC. Thank you & good luck.

Sent from Yahoo Mail for iPhone

On Wednesday, October 5, 2022, 1:16 PM, cecilia padilla <cpadillagower@yahoo.com> wrote:

Good afternoon, I never received any guidance on policies/procedures for serving on this committee. No one from the committee has reached out to me and frankly, I have no idea what is going on because NO ONE is communicating with me in any way, shape, or form. I was really excited about being a part of this committee, but I can't do anything if no one talks to me. The city of Kirby has provided No training as to what I can & cannot do.

I missed National Night Out because I've been sick for the past week and honestly I forgot, and I'll accept responsibility for that, but MAYBE a reminder from fellow committee members would have been nice?? You guys didn't even give me contact info for anyone on the committee! Does anyone send email reminders for events?? Aren't seasoned committee members supposed to reach out to me and show me the ropes??? I am a single mom with a full time job and while I have the desire to be part of this team, I seriously cannot do that when no one communicates with me! No community, no committee can succeed without regular communication amongst members. I couldn't do my regular job without CONSTANT COMMUNICATION! The culture of not communicating with everyone involved in these things has really got to change in Kirby.

Sent from Yahoo Mail for iPhone

Total Control Panel

[Login](#)

To: pcox@cityofkirby.org

[Remove](#) this sender from my allow list

You received this message because the sender is on your allow list.

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input type="checkbox"/>	PRESENTATION
<input type="checkbox"/>	WORKSHOP

**CITY OF KIRBY
CITY COUNCIL MEETING
A G E N D A I T E M S U M M A R Y**

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 7. o.

7. Discussion And Possible Action

Discussion And Possible Action On Appointing Members To The Economic Development Committee

With Ms. Padilla's resignation, there is currently one vacancy. A roster is included.

ECONOMIC DEVELOPMENT COMMITTEE
2022

<u>MEMBER</u>	<u>TERM</u>
CORY A. MOBLEY	DECEMBER 31, 2023
VACANT	DECEMBER 31, 2023
MICHAEL LAWRENCE-WEDEN	DECEMBER 31, 2022
THOMAS HERNANDEZ	DECEMBER 31, 2022
JODY FLYNN	DECEMBER 31, 2023

(COUNCIL LIAISON: Sylvia Leos-Apodaca)

(November 2022)

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input type="checkbox"/>	PRESENTATION
<input type="checkbox"/>	WORKSHOP

**CITY OF KIRBY
CITY COUNCIL MEETING
AGENDA ITEM SUMMARY**

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 7. p.

7. Discussion And Possible Action

Update And Discussion On City Of Kirby Charter Review Process

Council Member Walczyk requested this item.

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input type="checkbox"/>	PRESENTATION
<input type="checkbox"/>	WORKSHOP

C I T Y O F K I R B Y
C I T Y C O U N C I L M E E T I N G
A G E N D A I T E M S U M M A R Y

DATE: NOVEMBER 16, 2022

AGENDA ITEM: 7. q.

7. Discussion And Possible Action

Reports By Council Liaisons

1. Animal Advisory Committee – Council Member Walczyk
2. Beautification And Recycle Committee – Mayor Pro-Tem Grider
3. Building And Standards Commission – Council Member Martin
4. Crime Control And Prevention District – Council Member Garza
5. Economic Development Committee - Council Member Apodaca
6. Planning And Zoning Commission – Mayor Aldrich
7. Senior Center Corporation Board – Council Member Street