



Kimberly McGehee Aldrich, Mayor

Sylvia Apodaca
Christopher Garza
Janeshia Grider

Mike Martin
Susan Street
Debbie Walczyk

**CITY COUNCIL AGENDA
REGULAR MEETING
THURSDAY, APRIL 13, 2023 - 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: April 13, 2023(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 – March 9, 2023
- b. Regular Minutes – March 23, 2023

7. Discussion And Possible Action

- a. Discussion And Possible Action On A Request For A Specific Use Permit For The Property Located At CB 4018G (SPRINGFIELD INDUSTRIAL PARK), Property ID: 1286024, CB: 4018G, Lot 4, Otherwise Known As 1440 Springfield Road, Kirby, TX 78219, Which Is Zoned Light Industrial (LI) To Be Used For The Following Purpose: Installing A Portable Office And Storage Of Equipment (Bobcats, Excavators, Trailers And Dumpsters For Lease And Personal Use)
- b. Update And Discussion On Street Zipper Projects (Garza)
- c. Discussion and Possible Action On The Multi Assistance Center At Morgan's Wonderland Non-Exclusive Service Agreement
- d. Discussion And Possible Action on Axon Agreement for 5 Additional In Car Cameras
- e. Update And Discussion On Amazon Thru Traffic And Possible Code Violations
- f. Discussion and Update on the Kirby Senior Center Audit Report
- g. Discussion And Possible Action On Designating Acting City Manager
- h. Discussion and Possible Action to Allow Interim City Manager And City Manager To Designate An Acting City Manager As Needed
- i. Discussion And Possible Action To Reappoint David Barboza As The Kirby Senior Center Board President (Senior Center Request)
- j. Discussion and Possible Action on the City Of Kirby City Attorney Budget (Walczyk)

- k. Discussion On Possible Action On Updating The City of Kirby's Comprehensive Plan (Walczyk)
- l. Discussion And Possible Action On Adding Line Items To The General Budget (Walczyk)
- m. Discussion And Update On The Progress Of The Employment Committee (Martin)
- n. Discussion And Possible Action On A "Entrepreneurial Day For Children" City Event At John Sterling Park (Walczyk)
- o. Discussion And Possible Action On The Esri Contract Renewal
- p. Discussion And Possible Action To Waive Garage Sale Permit Fees For Annual Community Garage Sale Event
- q. Discussion And Possible Action To Authorize The City To Enter Into A Joint Election Agreement With Bexar County Elections Department For Services During Early Voting And Election Day And Authorizing The City Manager To Sign The Memorandum Of Understanding And Joint Election Agreement.

Discusión y posible acción para autorizar a la ciudad a entrar en un acuerdo electoral conjunto con el Departamento de Elecciones del Condado de Bexar para los servicios durante la votación anticipada y el día de las elecciones y autorizar al Gerente de la Ciudad a firmar el Memorando de Entendimiento y el Acuerdo Electoral Conjunto.

8. 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

9. Adjournment

Roxanne Cardona
Interim 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: April 10, 2023

TIME OF POSTING: 6:45 P.M.

DATE REMOVED

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSIDERATION OF MINUTES
<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: April 6, 2023

AGENDA ITEM: 6. a & b.

6. Consideration Of And Action On Minutes

Regular Minutes – March 9, 2023

Regular Minutes – March 23, 2023



Kimberly McGehee Aldrich, Mayor

Sylvia Apodaca
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**CITY COUNCIL MINUTES
REGULAR MEETING
THURSDAY, MARCH 9, 2023 - 7:00 P.M.
CITY HALL COUNCIL CHAMBER
112 BAUMAN, KIRBY, TX 78219**

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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. Chief Hilburn – He asked Council to consider waiving the fees for the Fire Department to use Friendship Park to host the Easter Egg Hunt on April 2, 2023. He expressed there is a great need for more plastic Easter Eggs.

2. Sally Hitt – She wanted to introduce herself to the citizens. She said she has been a Kirby resident for over 30 years and announced she is running for City Council.

3. Lisa Pierce – She provided a lot of information about Council's decision on the contract; information she found while researching the applicant; she encouraged them to view the YouTube videos of the City of Kenedy Council meetings.

4. Jack Miller – He said she brought up powerful points. He said he did his own checking on the person and talked to people. He believes they are being honest that he is a hard charger, you rub some people the wrong way, he's not perfect, but for the citizens that are paying attention to this rest assured no matter what official takes a spot up there I'm not going anywhere and those things that we're worried about was a legit concern. Mr. Linn may be listening to this as well. Mr. Miller spoke about an investigation that was closed because the allegations were unfounded. He spoke about the City paying Rampage and a record that was provided to his producer, Mr. White. He had two questions for candidates that are running for office pertaining to the record request.

5. Kirk Harrison – He introduced himself as the representative with Frontier Waste. He empathized with what goes on in City Council meetings. He said he was a council member. He said Frontier Waste is very interested in getting the contract to service the City. They will be in the City five days a week running their routes, but that does not mean they will be going over the same road five times. They are sectioning off the City according to a map he provided in the bid packet. There will be trucks in the area for quick response times if something comes up. They service Dallas, San Marcos, San Antonio, and Davenport Beach.

6. Maria Lozano – She said she also wanted to speak on item #7. n. She asked Council to please retract their appointment of William Linn. She provided many reasons why.

7. Joe Molina – Mr. Molina introduced himself as a candidate running for City Council. He has been a resident for 37 years and wanted to let the residents know who he is.

8. Gus Guerra – Mr. Guerra provided Council an update on the surrender of 50 animals, as of today. He provided the history on the property and the Building and Standards Commission case on the property and owner. The owner has been spotted feeding cats in alley. He hopes this does not become a repetitious event.

9. Pat Baber – City Secretary read an email from Pat Baber. She wrote that City Council is having a difficult time filling the position of City Manager. In her opinion, Mr. Linn is a giant step backward. Like many others, she has viewed council meetings from Kenedy, TX. Family that did live in Karnes County say that most citizens found Mr. Linn very difficult to work with and for. The Valley Mills City Attorney resigned due difficulty working with Mr. Linn. What happened when he applied for city manager with City of Vidor in March 2020? Look at those records. Is it professional of a city manager to tell council to eject him from the council meeting? For the good of Kirby, please do not hire William Linn.

6. Consideration Of And Action On Minutes

a. Special Minutes – February 23, 2023

Council Member Apodaca moved to approve the minutes of February 23, 2023; seconded by Council Member Walczyk. The motion carried with a 7-0 vote.

AYES: 7

NAYES: 0

b. Regular Minutes – February 23, 2023

Council Member Martin moved to approve the minutes of February 23, 2023; seconded by Council Member Apodaca. The motion carried with a 7-0 vote.

AYES: 7

NAYES: 0

Council Member Apodaca moved to discuss item “7. b” then item “7. a;” seconded by Council Member Martin. The motion carried with a 7-0 vote,

AYES: 7

NAYES: 0

7. Discussion And Possible Action

a. Discussion And Possible Action On Revision To Extension Agreement With Republic Services For Solid Waste Services

Tom Armstrong, Republic Services, provided information on the revised extension agreement for solid waste services. They will honor the contracted rate for the new contract for the extension. The contract rate is lower than what it would be on the 90-day extension, but since we agreed to we can give the RFP price.

Council Member Garza moved to approve the revision to the extension agreement with Republic Services for solid waste at the contract price; seconded by Mayor Pro-Tem Grider. The motion carried with a 7-0 vote.

AYES: 7

NAYES: 0

b. Presentation, Discussion And Possible Action On Municipal Solid Waste Services Proposals

Tom Armstrong, Republic Services Representative, provided the history of working with Kirby. The incumbent knows the route, familiar with residents and their needs. For a while the quality of recycle was highly contaminated and could not be processed as recyclables. He approached Council with concerns with recycling. He put together an educational program for recycling. Now, Kirby has one of the lowest contaminated recyclables ratings. They have provided donated services, absorbed overages to the HHW program, contributed to the 4th of July event. They will service once a week for garbage, there will be a nominal fee for out of cycle pick up, extra curbside pick-up will be \$1.30 per month per household (two curbside per year), eliminate drop off at Public Works.

Mayor Aldrich ordered Mr. Miller to move his camera back to the designated area of the Council Chamber.

Council Member Garza moved to allow Jack Miller to keep his camera where he moved it; seconded by Council Member Street. The motion failed with a 2-5 vote.

AYES: 2

NAYES: 5 (Council Members Martin,
Walczyk, Apodaca and Mayor
Pro-Tem Grider and Mayor
Aldrich)

Mr. Miller moved his camera back to the assigned area in the Council Chamber.

Mayor Aldrich recognized Mr. Harrison and asked if he would like to present his proposal.

Mr. Harrison, Frontier Waste Representative, informed Council they offer two brush pick ups, one in the fall and one in the spring and once a week garbage service and every week recycle (4 quadrants for recycle).

Mayor Aldrich recognized Mr. Miller.

Mr. Miller said did I hear do business with me and I will continue to give you money for your sideshows? Do not let that have any type of effect on or influence on your decision to extend the contract.

Council Member Walczyk moved to retain Republic Services and include two brush pick ups for spring and fall; seconded by Council Member Garza. The motion carried with a 7-0 vote.

AYES: 7

NAYES: 0

Council Member Walczyk moved to discuss agenda items "7. n" and "7. o" before item "7. c;" seconded by Mayor Pro-Tem Grider. The motion carried with a 7-0 vote.

AYES: 7

NAYES: 0

c. Presentation, Discussion And Possible Action On Municipal Swimming Pool Management Services

City Council discussed the contract submitted by San Antonio Pool Management. The agreement shall become effective December 1, 2022 for the 2023 and 2024 year. The period extending from December 1, 2022 through November 30, 2024. The payments are \$50,433.00 for year one and \$55,195.00 for year two, upon the specifications, conditions and terms as set forth in the agreement.

City Council discussed whether there were other options to maintain and staff the pool.

Council Member Walczyk moved to sign the two-year contract with San Antonio Pool Management; seconded by Mayor Pro-Tem Grider. The motion carried with a 7-0 vote.

AYES: 7

NAYES: 0

d. Update, Discussion And Possible Action On Kirby Senior Center ADA Compliance

City Council discussed the contract for Kirby Senior Center ADA Compliance to remove the drinking fountain (\$3,387.00); urinal tank and flush valve installation, toilet shift 1/2 "to the right as per code requirement (minor chipping), lavatory guard installation, and dispenser relocations for toilet paper and paper towel (\$2,680.00).

Council Member Martin moved to accept the contract submitted by J & T Home Solutions LLC; seconded by Council Member Garza. The motion carried with a 5-2 vote.

AYES: 5

NAYES: 2 (Council Member Apodaca and
Mayor Aldrich)

e. Discussion And Possible Action On Citizen Usage Of City Facilities For Events

Council Member Garza requested clarification on city events and citizen events. Who takes on liability/waiver.

Dan Santee, City Attorney, stated the responsibilities are based on the type of facility being rented. The client takes on liability through the contract. If Council rents a facility that serves the public's purpose at a reduced rate or for free, regardless if they are paying or you are doing that, the City carries insurance for most of that potential. Depending on the event you might want to have people sign waivers. Zumba classes need to sign waivers. City Council decides if it is a City event and whether the City will act as a sponsor.

f. Discussion And Direction On Ordinance Number 242 An Ordinance Making It Unlawful For Any Person To Possess, Possess For Sale, Sell Or Offer For Sale At Retail Or Otherwise, To Use, Shoot, Discharge, Explode, Ignite Or Display Any Fireworks Within The City, Providing For Permits To Be Issued For Public Firework Displays By The City Council And Issued For Public Firework Displays By The City Council And Providing For A Penalty Not To Exceed \$200.00 For Each Offense.

Council Member Walczyk said she requested this item. She said fireworks have gotten out of hand making it difficult for police to catch them in action. She suggested raising the fine as a deterrent and whoever calls in the violation should show photos as evidence.

City Council discussed designating an area to use fireworks, make sure safely away from pets and homes, consider risk assessment in the park, campaign for fireworks safety.

Council Member Walczyk asked Chief Cardona if she could come up with something and bring this back.

g. Discussion And Possible Action On City Council Conduct And Decorum

Council Member Garza asked to postpone this item to the next meeting; seconded by Council Member Street. The motion carried with a 6-1 vote.

AYES: 6

NAYES: 1 (Mayor Aldrich)

h. Discussion And Possible Action On Professional Services Proposal From Givler Engineering For The Relining On Well #2

Council discussed the professional services proposal from Givler Engineering for the relining on Well #2. The total engineering fee is \$32,000.

Council Member Street accept the professional services proposal from Givler Engineering for the relining on Well #2; seconded by Council Member Garza. The motion carried with a 7-0 vote.

AYES: 7

NAYES: 0

i. Discussion And Possible Action On Installation Of A Meter to Monitor Friendship Park Ballfield Lights

Council Member Garza asked if there were any other bids.

Frank Salazar, Public Works Director, said only one was requested.

Council Member Garza moved to look for two more bids to look for quotes to put a meter to monitor the ballpark lights at Friendship Park; seconded by Council Member Street. The motion failed with a 3-3 vote.

AYES: 3

NAYES: 3 (Council Members Martin, Apodaca and Mayor Aldrich)

Mayor Pro-Tem Grider moved to allow Joe Molina to speak; seconded by Council Member Garza. The motion carried with a 6-0 vote. (Council Member Walczyk was no longer present.)

Ayes: 6

NAYES: 0

Mr. Molina suggested Council accept the proposal because the new bid prices could go up.

Mayor Aldrich recognized Maria Lozano who signed up to speak.

Mrs. Lozano said she understands why Council is requesting the meter to monitor GNELL'S electricity usage, but \$7,500 is a lot of money. GNELL's contract fee was increased and they maintain the fields yearly. They provide a service to the children and the City.

Council Member Street moved to accept the bid from Gerard Election on installation of a meter to monitor Friendship Park Ballfield lights; seconded by Council Member Garza. The motion carried with a 4-2 vote.

AYES: 4

NAYES: 2 (Council Member Martin and
Mayor Aldrich)

- j. Discussion And Direction On Ordinance No. 2022-915 An Ordinance To Set Out Provisions As To Animals, Including An Animal Shelter, Animal Control Officers, Microchipping, Animal Bites And Animal Care, Spaying And Neutering, Rabies Control, Adoption Of Animals, Fees, Enforcement, And Related Matters, And Setting A Fine Not To Exceed The Amounts Set Out In Section 10.99 Of The Code Of Ordinances For Each Violation

Chief Cardona provided background for this item. The discussion addressed the recently removal of 50 cats from a home. She asked City Council to make it illegal to have a cat colony in the City.

City Council discussed cat colonies, cat colony coalition, Trap Neuter Return program, code violations and repercussions of violating the ordinance.

Chief Cardona said the violation is enforced, but the problem needs to be fixed.

- k. Discussion And Possible Action On Establishing An Open Records Request Policy

Council Member Garza said he requested this item to make a determination on a policy for open record requests that go to the City Attorney and Attorney General.

City Secretary receives the open record request, forwards to City Manager then forwarded to City Attorney. If the request is for a traffic incident, it is forwarded to Police Secretary.

Dan Santee, City Attorney, the Public Information Act prohibits selected disclosures. The City establishes how to handle PIA requests. The City will inform the city attorney if they want the request argued with the Attorney General.

- l. Discussion And Possible Action On Zoom For All Council Meetings

Council Member Garza said he requested this item. Recently he was not able to vote due to ZOOM not being identified on the Council agenda. He explained his concern.

Council Member Martin moved to have zoom on all City meetings; seconded by Mayor Pro-Tem Grider. The motion carried with 4-2 vote.

AYES: 4

NAYES: 2 (Council Member Apodaca and
Mayor Aldrich)

m. Discussion And Possible Action To Appoint Member(s) To The Economic Development Committee

City Secretary explained applicant not able to attend tonight's meeting and requested placing this item on the March 23, 2023 agenda.

Council Member Garza moved to postpone to March 23, 2023; seconded by Council Member Street. The motion carried with 6-0 vote.

AYES: 6

NAYES: 0

n. Discussion and Possible Action Regarding The Interim City Manager and Contract Changes

Council discussed Mr. William Linn and information that has been brought up during the Council meetings, or their individual research.

Council Member Garza stated that he had not received an email that other Council Members received. Council Member Street said she has not received the email either.

Mayor Aldrich called for a 10-minute break to review the email at 8:25 p.m.

Council Member Garza moved for a 10-minute break to review the email; seconded by Council Member Street. The motion carried with a 6-1 vote.

AYES: 6

NAYES: 1 (Mayor Aldrich)

Mayor Aldrich convened the meeting at 8:35 P.M.

Council Member Garza read the email submitted by Mr. Linn. This is information someone will ask.

Mayor Aldrich recognized Lisa Pierce who signed up to speak on this item.

Lisa Pierce – She said she was not able to complete everything she had to say earlier, but any communication between the City Council from February 9 until the last meeting is on the video which Council would find rather eye-opening. It would have been beneficial to make a decision based on seeing that YouTube video of their live stream meeting. She provided more information and said this is his character or the type of his leadership is this has been evidence through the other cities and it a cycle, it is not something that jus happens. Every time every City has let him go or he resigned for reasons that he is unprofessional not just with the residents but with the Council.

Mayor Aldrich recognized Maria Lozano who signed up to speak on this item.

Mrs. Lozano said his leadership is evidence in the other cities. It is a cycle. Possibility Kirby will be fourth city.

Council Member Martin requested an agenda item to do away with interim and request an RFP for city manager and vet the applications as they arrive.

Council Member Walczyk moved to rescind the contract regarding the interim city manager contract; seconded by Council Member Martin; the motion carried with a 5-2 vote.

AYES: 5

NAYES: 2 (Council Members Garza and Street)

- o. Discussion And Possible Action For Compensation Acting City Manager Roxanne Cardona

City Council discussed compensation for acting City Manager Roxanne Cardona. They discussed percentage vs dollar amount.

Dan Santee said the term interim city manager is the proper term in this situation. Without a city manager and rescinding Mr. Linn's contract the proper designation is interim city manager. Industry standards is to pay a percentage and it is at Council's discretion to choose the percentage, but varies because taking on additional work.

Council Member Garza moved to go into executive session. Motion failed due to lack of a second.

Mayor Aldrich recognized Mr. Miller because he signed up to speak on this item.

Mr. Miller said she needs to make more money than former Chief Bois. She is the best Chief we have had. An Executive Session will be appropriate place to do this.

Council Member Martin moved to allow Officer Hilt to speak; seconded by Council Member Garza. Motion carried with 6-1 vote.

AYES: 6

NAYES: 1 (Council Member Garza)

Mr. Hilt said she deserves more. She must manage the Police Department and the City.

Council Member Walczyk moved to increase Chief Cardona's salary 10 percent.

City Council discussed this option.

Council Member Walczyk rescinded her motion.

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

AYES: 7

NAYES: 0

Ms. Bogardus asked Council to consider that this is a big job and no matter what amount of money you give will be stretched. If she is taking this role to move up Alonzo as in our chief while she does that job because you are not going to solely hand over all of you that over the process it just alleviation. However, you should put talking about money on the table.

Chief Cardona requested continuing the conversation in executive session.

Council Member Martin moved to go into executive session to discuss; seconded by Council Member Walczyk. The motion carried with 7-0 vote.

Mayor Aldrich said Council will convene into executive session at 9:09 P.M.

Mayor Aldrich closed the executive session and opened regular session at 9:19 P.M.

There was no action taken during the executive session.

Member Martin moved to appoint Roxanne Cardona as interim City Manager for a salary of \$90,000; seconded by Council Member Apodaca. The motion carried with a 6-1 vote.

AYES: 6

NAYES: 1 (Mayor Aldrich)

8. 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 wished everyone a safe Spring Break. Thank you for being here.

Council Member Garza thanked everyone for staying. He asked for an update on the zipper machine. He asked to place Amazon warehouse and City flags on the next agenda. He thanked employees who are doing a good job.

Mayor Pro-Tem Grider said the first youth program event is March 11 noon -2 P.M. at John Sterling Building. It will be a St. Patrick theme for the vision board event. She thanked staff for stepping up. Residents are aware of a lot of issues. Look into streetlights through CPSEnergy.

Council Member Apodaca said there are vacancies on committees, boards, and commissions. Check your fence and keep your pets in your yard. Happy St. Patrick Day Happy and enjoy a safe spring break. Be sure you check on your kids.

Council Member Martin said put out an RFP tomorrow, vet the applications then send to application interview committee. There are school kids stealing from Dollar General. Thank you for staying.

Council Member Street added that on Saturday Kirby Senior Center is having a Rummage Sale. Kirby Baptist Church is too. Please support the Kirby Senior Center.

Mayor Aldrich said March 11 Household Hazardous Waste at Friendship Park at 8:00 A.M. until full capacity. Items for the agenda are Fire Departments use of Friendship Park April 2 for an Easter Egg Hunt and a line item on the budget for council cell phones. She thanked everyone for staying and have a safe spring break.

9. Adjournment

Mayor Aldrich adjourned the meeting at 10:53 P.M.

Kimberly Aldrich, Mayor

ATTEST

Patty Cox, City Secretary, TRMC



Kimberly McGehee Aldrich, Mayor

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Christopher Garza
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REGULAR MEETING MINUTES
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2. Invocation and Pledge of Allegiance to the Flag

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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 (arrived at 8:20 P.M.)
Mayor Pro-Tem Grider
Council Member Martin
Council Member Street
Council Member Walczyk

5. Citizen Participation

1. Lisa Pierce – She spoke on Item 8. a. She said in May 2021 Mr. Garcia was seeking a Specific Use Permit for Lot 4 at 1440 Springfield Road to be used for constructing offices and warehouses and to rent to different trades. She provided the details from that meeting. His request tonight for the same lot is for storage of equipment to include bobcats, excavators, trailers and dumpsters. He said they are a company that will start renting dumpsters which they will deliver to different sites. Also, the equipment mentioned for personal use and rentals. His plan also included the installation of a portable office with water and electricity and lights for security reasons and the indicated office hours are not unreasonable. The specific use completely negates the request the Council unanimously granted on May 20th. She asked Council to carefully consider environmental issues associated with these type of storage due to maintenance and the upkeep of such equipment.

2. Umberto Zambrano – He said he is representing Austin Bridge and Roads and available to answer questions on the Ackerman Road Project.

3. Sharon Shuler – She spoke on item 8. a. The request for a Specific Use Permit for the commercial property located at 1440 Springfield Road to be used for installing a portable office and storage of equipment for lease and personal use. The following are issues that any concerned citizen would ask for any commercial property owner wanting to do business within the Kirby city limits. 1. Noise issues - In and out traffic, as well as, moving equipment around that would create noise that could affect residents who either work from home or stay at home parents that may homeschool their children, or those who work in the evenings and may need to sleep during the day. 2. Code compliance - There have been commercial property owners in this stretch of Springfield Road that were not aware of what they could and could not do on commercial property. The City needs to ensure that there are no code compliance issues, especially in regards to hours of operation, electric, water and sewer lines. 3. Fuel - If fuel will be stored on the property, how will the ground be protected from leakage from fuel containers equipment and machinery? 4. Storing equipment and the placement of a portable building. Council should have an agreement to add stipulations like those that Big Boy Hauling had agreed to. Ms. Schuler identified the stipulations that Big Boy Hauling agreed to. She asked that they be a good neighbor and contribute to the community of Kirby.

4. Maria Lozano – She spoke about loose dogs and cats in the City. She has seen many instances of people posting that there was a dog that came near them and would not let them into their homes because they were running loose. She does a lot of running in our neighborhood and have been approached by loose dogs and had brought this up in the past and she believed City Council had pushed it over to the Crime Control Commission to use their funding for an additional code compliance officer. When she attended the meeting, they could not move forward because they did not have a secretary for the Crime Control Commission or finance director. She is here to ask about alternative options, other ideas or suggestions do you have to eliminate that issue we are having with all the loose dogs.

5. Roger Romens – He said he is here to discuss policies and procedures. He was not at the last meeting but listened to the meeting and heard that an interim city manager has been approved. Looking at the agenda for this evening it said acting city manager. At no time has Council approved an acting city manager. It was a surprise for this first meeting there was someone up there who was not delegated. Council authorization is required to be sitting in as the city manager in her absence. Also, one of the things here we have public hearing discussion possible action for ordinances. This is for Planning and Zoning Commission. He recalled Planning and Zoning authorizing variances, but did not recall them authorizing the rezoning. Have the proper policies and procedures been taken? Has everyone adjacent to these properties been notified, as is required? If not, you know they need to be made aware of this because rezoning is a permanent thing. It is not a variance for a two-year period. If this has not been approved by the Planning and Zoning Commission and you are going to take actions on this, it is telling me that Planning and Zoning really does not matter. I am really hoping you appropriately follow what needs to be done.

6. Jack Miller – He said Acting City Manager generally fills in for you while you are on maternity leave and Interim City Manager is more of a longer position, generally has more power to make decisions. The problem is the interim or acting or whatever you want to call the person that is going to sit there, is that person's job responsibilities defined. The role of Ms. Cardona as Interim City Manager needs to be defined. He said he is not going to let the Mayor cause the City a lawsuit on her way out. It does not matter what you do to violate anybody's right in here. You are not going to cause a lawsuit for the City. For the remaining Council people that are up here, the ones that voted to tell me where I can and cannot sit, I'm warning you. One hundred ten percent guarantee once she is gone that is going to happen again. If the results are the same the City will be sued one hundred ten percent. I am warning you because I don't want to do that. I want you to do the right thing. I want you to respect peoples right. Please, regarding this whole media thing has to be over here, do not do that again. The next point was why is there a City Attorney at every single meeting? He found out through his source from their firm they charge the City between six hundred to a thousand dollars every time they appear here. He said the meeting minutes for the last meeting are inaccurate. It says that the mayor asked me to move. That's not what she did. She ordered me to move, or I was going to get thrown out. I would urge you guys to not approve those meetings until the record of that incident is reflected accurately because that's not what happened.

6. Consideration Of And Action On Minutes

a. Regular Minutes – March 9, 2023

Council Member Apodaca moved to accept the minutes; seconded by Mayor Pro-Tem Grider. The motion failed with a 3-3 vote.

AYES: 3

NAYES: 3 (Council Members Martin, Street
and Walczyk)

Mayor Aldrich asked that the minutes reflect Mr. Miller was ordered to move his camera equipment.

7. Public Hearings, Discussion and Possible Action

- a. Public Hearing, Discussion And Possible Action On An Ordinance Amending The Official Zoning Map of the City of Kirby, Texas By Zoning Approximately 0.6706 Acres Of Land Situated At CB 5903, BLK LOT E 275.6 FT OF N 40 FT OF 6, S 60 FT OF 6 & N 7 FT OF 7, Property ID: 358356; Otherwise Known As 3918 Ackerman Road, Kirby, TX 78219, Which Is Zoned Single Family Dwelling District (R-1) To Be Rezoned As Multiple Family Dwelling District (R-2) Property.

Mayor Aldrich opened the public hearing at 7:18 P.M.

1. Roger Romens – He asked Council to verify that all residents adjacent to these properties that may be affected have been properly contacted.
2. Maria Lozano – She agreed with Mr. Romens. Residents need to be informed and taxes could be affected.
3. Jack Miller – He said if there is a law in place that says you are supposed to notify residents screw that, just make the change.

Mayor Aldrich closed the public hearing at 7:21 P.M.

City Council received notification from Interim City Manager Cardona that the frontage was not in compliance with the Zoning Ordinance.

Council Member Walczyk moved to deny the request for an Ordinance amending the Official Zoning Map of the City of Kirby, Texas by zoning approximately 0.6706 acres of land situated at CB 5903, BLK LOT E 275.6 FT of N 40 FT of 6, S 60 FT of 6 & N 7 FT of 7, Property ID: 358356; otherwise known as 3918 Ackerman Road, Kirby, TX 78219, which is Zoned Single Family

Dwelling District (R-1) to be rezoned as Multiple Family Dwelling District (R-2) Property; seconded by Council Member Martin.

The motion carried with a 5-1 vote.

AYES: 5

NAYES: 1 (Council Member Street)

- b. Public Hearing, Discussion And Possible Action On An Ordinance Amending The Official Zoning Map of the City of Kirby, Texas By Zoning Approximately 0.3400 Acres Of Land Situated at CB 5191B BLK LOT W IRR 59.60 OF N 183.5 OF 1 : Property ID Number 338554, Geo Identification Number: 05191-005-0012, Otherwise Known As **315 Gaiety Lane**, Kirby, TX 78219, Which Is Zoned Single Family Dwelling District (R-1) To Be Rezoned As Multiple Family Dwelling District (R-2) Property.

Mayor Aldrich opened the Public Hearing at 7:21 P.M.

1. Lisa Pierce – She said she knows for a fact that the residents were notified. She said she spoke with the resident who lives in front of this property and they are fine with the rezoning.
2. Jack Miller – He said contrary to what the young lady said before him, a family member there at the same place told him she is not for it. He recommended Council look into this.
3. Maria Lozano – She said since there are already apartments there shouldn't the zoning already be multiple family dwelling. Just a thought.
4. Jason Jauregui – He is the owner of the property and when he purchased the property the apartments were already on the property.
5. Roger Romens – He said when the owner of the property purchased it, it was already being utilized inappropriately at that time. We need to enforce the zoning appropriately.

Mayor Aldrich closed the public hearing at 7:35 P.M.

City Council had received notification from Interim City Manager Cardona that the frontage was not in compliance with the Zoning Ordinance. Council concurred the issue with the Zoning Ordinance needs to be placed on a future agenda for discussion.

Council Member Walczyk moved to deny the request for an Ordinance amending the Official Zoning Map of the City of Kirby, Texas by zoning approximately 0.3400 acres of land situated at CB 5191B BLK LOT W IRR 59.60 of N 183.5 of 1 : Property ID Number 338554, Geo

Identification Number: 05191-005-0012, otherwise known as 315 Gaiety Lane, Kirby, TX 78219, which is zoned Single Family Dwelling District (R-1) to be rezoned as Multiple Family Dwelling District (R-2) Property; seconded by Council Member Apodaca. The motion carried with a 5-1 vote.

AYES: 5

NAYES: 1 (Council Member Street)

- c. Public Hearing To Hear A Request To Allow The Property Located At CB 5941 BLK 6 LOT 54, Otherwise Known As **102 Hedwig**, Kirby, TX 78219, Which Is Zoned Commercial, Office And Retail (C-1) District To Be Used As A Single Family Dwelling (R-1) District.

Mayor Aldrich opened the Public Hearing at 7:48 P.M. and announced this is a public hearing only.

1. Roger Romens – He said it is not clear if this is a variance or rezoning. If considering rezoning this would be spot zoning and that is inappropriate. If a variance that is fine.

2. Jack Miller – He said if there are laws that apply to this situation, there is no need to follow them. He said I encouraged you to follow your leader and identify every single law that you can violate regarding what he just brought out. He wants to follow the law. In the spirit of how things have been done under our current leadership of our mayor, let's violate the law on this.

Mayor Aldrich closed the public hearing at 7:51 P.M.

8. Discussion And Possible Action

- a. Discussion And Possible Action On A Request For A Specific Use Permit For The Property Located At CB 4018G (SPRINGFIELD INDUSTRIAL PARK), Property ID: 1286024, CB: 4018G, Lot 4, Otherwise Known As **1440 Springfield Road**, Kirby, TX 78219, Which Is Zoned Light Industrial (LI) To Be Used For The Following Purpose: Installing A Portable Office And Storage Of Equipment (Bobcats, Excavators, Trailers And Dumpsters For Lease And Personal Use)

City Council discussed this request. They spoke about the previous request Mr. Garcia, owner, submitted for this property that was approved by Council for use of the property in 2022. Now, the owner has submitted this new request. Council concurred that they want to speak with the owner of the property before making a decision.

Council Member Walczyk moved to postpone the request for a Specific Use Permit for the property located at CB 4018G (SPRINGFIELD INDUSTRIAL PARK), Property ID: 1286024, CB:

4018G, Lot 4, otherwise known as 1440 Springfield Road, Kirby, TX 78219, which is zoned Light Industrial (LI) to be used for the following purpose: installing a portable office and storage of equipment (bobcats, excavators, trailers and dumpsters for lease and personal use), to speak with the owner; seconded by Council Member Apodaca. The motion carried with a 6-0 vote.

AYES: 6

NAYES: 0

Mayor Aldrich recognized Mr. Miller.

Mr. Miller - He said he is glad Council took this action.

b. Update And Discussion On Austin Bridge And Road Delay On Ackerman Road Project

Mr. Zambrano, Project Manager for Austin Bridge and Road was present to answer questions. Mr. Carl Bain, City Engineer for Bain Medina Bain, was present to answer questions.

The project had delays due to an existing duct bank that belongs to AT&T. They encountered a problem with splicing that needs to be done. They found there was gas in one of the manholes they were splicing. There is a leak at one of the gas stations on the corner so they cannot start their splicing in that manhole until the gas station fixes their leak. The gas station is working with TCEQ to locate the leak and will be taking care of this hopefully in 30 days. Then, AT&T will be able to start splicing so the time frame with the gas station fixing the leak is 30 days hopefully. Trying to get a clear estimated time. The original estimated time back a month ago or two months ago before they had this issue was that it was going to take six months which is unbelievable. He has been trying to get clarification out of ATT as far as how many lines they have to splice and what their production is and things like that and they haven't been forthright. We asked them to come here, but they didn't want to spend the overtime to spend here at this meeting.

Council was informed that that they are looking at options to move forward.

c. Update And Discussion On Alan Shepard Street Repair

Mr. Bain said the contractors got everything done. All the sewer all the manhole adjustment, base work and the cement treated base and milled the part that needed to be filled. Lacking is the asphalt work that is delayed because of the weather.

d. Discussion And Possible Action On Adding A Budget Line Item To Pay For Council Cell Phones (Mayor)

Council Member Walczyk moved to add a budget line item to pay for Council cell phones; seconded by Council Member Apodaca. The motion carried with a 6-0 vote.

AYES: 6

NAYE: 0

Mayor Aldrich recognize Jack Miller.

Mr. Miller – He said he is glad Council approved this item. He encouraged council check with African-American officials to make sure they are okay with paying that bill. Also there are a lot of other budget items that need to be done. He said there are other departments that should be reviewed.

- e. Discussion And Possible Action To Appoint Member(s) To The Economic Development Committee

Mayor Aldrich informed Council the applicant, Juan Cantu, withdrew his application.

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

Mayor Aldrich stated Patricia Baber has applied to the Beautification and Recycle Committee.

Council Member Walczyk moved to appoint Patricia Baber to the Beautification and Recycle Committee; seconded by Mayor Pro-Tem Grider. The motion carried with a 6-0 vote.

AYES: 6

NAYES: 0

- g. Update And Discussion On Amazon Thru Traffic And Possible Code Violations

Mayor Aldrich requested the representative who discussed this at a previous meeting be invited to participate in discussion about this. This will be placed on the next agenda. (Patty find out who ZOOMED in to the meeting.

Mayor Aldrich recognized Jack Miller.

Mr. Miller said this has been brought up before. The last time he said he would take his equipment and people and catch them and make YouTube videos with their drivers because you are walking up to their truck, I'm sure they cannot handle that, but he never did but he will now. He figured it died down. We definitely need to get Amazon here to explain.

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

Council Member Street requested items for the agenda addressing loose dogs and another code compliance officer. She wished everyone a happy spring.

Council Member Garza said since he basically missed the meeting he didn't have anything to place on an agenda.

Mayor Pro-Tem said Beautification and Recycle will be revitalizing the sign at Friendship April 1, at 9:00 A.M. and are requesting five – seven volunteers. The Fire Department is hosting the Easter Egg Hunt. Fire Chief Hilburn said on April 2 they will hide the eggs at noon and egg hunt is at 2:00 P.M. The Fire department is accepting eggs and candy.

Council Member Apodaca said March is brain injury awareness month. On March 26, 2023, try to wear purple representing awareness.

Council Member Walczyk requested the names and contact information of the Festival Committee. Items for the agenda are line items in the General Fund and each department. Kirby Baptist Church has spruce up clean up on Saturday, on Friday St. Joan fish fry, this Sunday is Palm Sunday and don't forget the Easter Egg Hunt. They are in dire need of eggs and candy. The items for the agenda discuss the attorney fees and Comprehensive Plan.

Council Member Martin said dates will be set up with Planning and Zoning Commission for a workshop. He informed Chief Hilburn he has eggs and candy for the Easter Egg Hunt. An item for the next agenda is to hire a new city manager. He concurred with the problem with loose dogs.

Mayor Aldrich offered condolences to Dan Santee and family.

10. Adjournment

Kimberly Aldrich, Mayor

ATTEST

Patty Cox, City Secretary, TRMC
City Secretary

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
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**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: April 13, 2023

AGENDA ITEM: 7. a.

Discussion And Possible Action On A Request For A Specific Use Permit For The Property Located At CB 4018G (SPRINGFIELD INDUSTRIAL PARK), Property ID: 1286024, CB: 4018G, Lot 4, Otherwise Known As 1440 Springfield Road, Kirby, TX 78219, Which Is Zoned Light Industrial (LI) To Be Used For The Following Purpose: Installing A Portable Office And Storage Of Equipment (Bobcats, Excavators, Trailers And Dumpsters For Lease And Personal Use)

Council wanted this agenda item brought back to be able to speak with the owner of the property in reference to his purpose change.



FORMAL APPLICATION FOR VARIANCE/SPECIFIC USE REQUEST

Date of Application 12/13/22 Case Number: _____

Name of Applicant Select trailer leasing llc

Address 1141 N. loop 1604 E. #105402 San Antonio tx

Home/Cell Phone (210) 677-2920 Business Telephone (210) 677-2920 78232

Is applicant the owner, lessee, or other of the property proposed for the
VARIANCE/SPECIFIC USE

Application Select storage llc / me jorge Garcia I am The owner of
both companies

Current Zoning: Industrial Proposed Zoning: Industrial

Location of property where change is requested, described according to subdivision plat
filed at the County Court House or City Tax rolls:

Lot(s) _____ Block _____ NCB _____

Address of subject property 1490 Springfield Rd Kirby tx 78210

Property is situated along _____ side of _____
N.S.E.W. Street

Approximately _____ feet _____ of the intersection of
Binz Engleman with Old Seguin Rd
Street N.S.E.W. Street

What deed restrictions, if any, concerning the type of improvements permitted are in place
on the subject property? If there is an expiration date for the deed restrictions, what is the
expiration date? You may attach a copy of the original printed deed restrictions in answer
to this questions, after underlining the specific text which addresses the uses or
improvements restricted thereby.

Detailed reasons for requesting change of Variance/Specific Use (Please list all proposed activities), or attach your reasons for rezoning request:

* The property will be used as storage of equipment
(bobcats, excavators, trailers and dumpsters)

We will also install a portable office, and we will require electricity and water as well to install lights for security reasons.

hours of operation 8am-6pm M-F, 9am-2pm S.
Sunday closed

We are a company that will start renting dumpsters which we will deliver to different sites.

* and Equipment For our personal use and for rents

I, the undersigned owner, lessee, or _____
hereby request a Variance/Specific Use from the City of Kirby, Texas, as follows. In addition, I hereby consent to the posting of hearing notices on or adjacent to said property understanding that no undue damage will be incurred.

Attached are the following (Check List):

1. A dimensioned map at a scale of 100 or 200 feet to the inch showing the property referred to in this application and all streets, lots, easements, zoning of abutting properties, and parcels of land within 200 feet of said property.
2. A typed list of the property owners and addresses of all property within 200 feet of said property and description of owner's property.
3. If available, a plan site, indicating location, dimensions and uses of existing and proposed structures, easements, water sources, fences, curb cuts, street and alley right-of-way lines on and within one foot of the property proposed for rezoning (on map required by item 1 above, or another map at greater scale).
4. Check for amount required by the City of Kirby, payable to the City of Kirby as fee for the purpose of defraying expenses of mailing notices and hearing before the Zoning Commission.

 12/13/22
Signature & Date of Applicant



1440
San A

1440 Springfield Rd



1440 Springfield Rd, S...

29.46°N, 98.40°W

1440 Springfield Rd

Google Earth

100 ft

Camera 1,943 ft 29°27'41"N 98°23'52"W

691 ft



SPRINGFIELD ROAD

Lot 4

+ Show Search Results

60m
200ft



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<input type="checkbox"/>	SPECIAL CONSIDERATION
<input 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: April 13, 2023

AGENDA ITEM: 7 b.

Update and Discussion on Street Zipper Projects

Discuss the plan for the future streets and come up with a larger list of streets to fix.

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input 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: April 13, 2023

AGENDA ITEM: 7. c.

**Discussion And Possible Action On The Multi Assistance Center At Morgan's
Wonderland Non-Exclusive Service Agreement**

Chief William will have a representative to discuss this agreement with Council. This has gone to the City Attorney, who provided the following response. The agreement will be attached to this supplement.

Things to consider,

1. Do we have necessary equipment, training, and personnel to meet our obligations
2. How much this could cost the city during the term, what is the term?
3. What other rules and regulations and protocols are applicable?

MULTI ASSISTANCE CENTER AT MORGAN'S WONDERLAND

NON-EXCLUSIVE SERVICE AGREEMENT

This Non-Exclusive Service Agreement ("**Agreement**") is made effective this _____, 202__ ("Effective Date") by and between the **Multi Assistance Center Management Company**, a Texas non-profit corporation (the "**Company**"), and _____ ("**Provider**" or ""), and includes the terms set forth herein, and all of the terms and conditions of the MAC Care Model (defined and further described below).

Recitals

WHEREAS, the Company manages the Multi Assistance Center at Morgan's Wonderland in San Antonio, Texas (the "**MAC**") and leases space in the MAC to service providers who will (i) provide comprehensive and coordinated medical, therapeutic, social and navigational services to the special-needs population, and (ii) adhere to the Mac Care Model described below.

WHEREAS, the Company intends from time to time to contract with off-site service providers (_____, and all other on-site and/or off-site providers being sometimes referred to individually as a "**Provider**", or collectively as "**Providers**") on a non-exclusive basis in order to obtain services to facilitate and enhance the care of the special needs population who participate in the MAC's mission, and all in compliance with the MAC Care Model set forth herein.

NOW THEREFORE, the Company and Provider hereby agree as follows:

1. **Provider Services**: Provider agrees to provide (among other services described below) the following services in order to improve the lives of individuals comprising the special-needs population and in order to facilitate comprehensive and coordinated assistance and care through the MAC Care Model and to provide such services without regard to a person's ability to pay: _____

2. **Fees**. Company agrees that Provider will have access to one free license and pay for any additional license (\$270 a year, per license) for participation in the MAC's collaborative system to refer and track services for participants ("**MAC Navigation System**"), but all use of such system by Provider shall be according to rules and system requirements established by the Company from time to time in its sole discretion.
3. **Term**. Five years (60) calendar months, beginning on the Effective Date hereof, and terminating on _____ ("**Termination Date**"). Notwithstanding the foregoing, the Company shall have the right to terminate this Agreement early by giving Provider written notice of termination at least thirty (30) days prior to the early termination date selected by Company ("**Early Termination Date**"), whereupon this Agreement shall terminate and be of no further force or effect.

4. MAC Care Model: To provide comprehensive and coordinated medical, therapeutic, social and navigational services to individuals with special-needs and disabilities of all ages through a custom, proprietary, efficient and effective care model aimed at improving the lives of individuals with special-needs and disabilities, by using a family-centered approach with collaboration between providers, family, clients/patients and community partners, all in accordance with additional MAC Care Model rules and conditions set forth below.

MAC CARE MODEL

The MAC is intended for the provision of comprehensive and coordinated medical, therapeutic, social and navigational services to the special-needs population of all ages through a custom, proprietary, efficient and effective care model aimed at improving the lives individuals with special-needs and disabilities, by using a family-centered approach with collaboration and coordination between providers, family, community partners, and past, present and future beneficiaries/clients/patients receiving treatment and service at the MAC (**"Participants"**);

Company has and will contract with third-party off-site service providers on a non-exclusive manner to provide designated and specific services to the special-needs community generally in accordance with this MAC Care Model (**"MAC Care Model"**);

Provider has elected to become one of the off-site third-party service providers to provide designated and specific services to Participants;

Provider acknowledges and agrees that its service and operational obligations under this Agreement must generally be conducted in accordance to the MAC Mission Principles and MAC Care Model as set forth below:

Goals and Objectives:

1. To provide comprehensive and coordinated medical, therapeutic, social and navigational services to the special-needs population of all ages through a custom, proprietary, efficient and effective care model aimed at improving the lives individuals with special-needs and disabilities, by using a family-centered approach with collaboration between the providers, family, community partners, and Participants;
2. To establish a one-stop-shop to treat individuals with special-needs and disabilities of all ages;
3. To streamline and consolidate as many services as possible in order to make the MAC experience as seamless as possible for Participants; and
4. Measuring and reporting outcomes to determine effectiveness of the MAC Care Model services;

Provider Services:

1. Provider will provide only the services for Participants as set forth above in this Agreement.
2. Unless pre-approved by the Company in writing, all Provider Services will only be provided to individuals with special needs and disabilities. The term "individuals with special-needs and disabilities" shall be limited to individuals of any age with a long-term impairment of cognitive, sensory, motor and/or communication function(s), either congenital or acquired, and that is not readily rehabilitated. Furthermore, a special need substantially limits an individual's ability to perform activities in the range of what is considered typical for a person of the same age and cultural context. A special need may result in associated social, behavioral, or mental health complexities, requiring specialized intervention by a professional.
3. The Provider Services will be provided without regard to Participant's ability to pay for the Provider Services.

Obligations:

1. Provider shall require that services for each Participant be administered through a MAC Navigator (defined below) and be tracked through the MAC Navigation System (defined below).
2. For so long as this Agreement is in effect, Provider agrees to administer its Provider Services in accordance with operational rules and regulations reasonably established by the Company from time to time which will exhibit to each Participant a coordinated and collaborative effort to provide services by Provider and other providers that adhere to this MAC Care Model and the MAC Mission Principals.
3. As a condition of obtaining access to the MAC Navigation System, Provider agrees to use the MAC Navigation System for purposes of coordinating the Provider Services to Participants, and will, subject to the terms of this Agreement, share information required by the Company from time to time with Company and designated MAC providers to the extent permitted by applicable Laws and agreements with third parties, and in accordance with MAC policies that are in effect from time to time. MAC Navigation System rules and regulations and/or MAC policies may be modified from time to time by the Company as deemed reasonably necessary for the efficient operation of the MAC and in the best interests of Participants.
4. Company and Provider agree to comply with all Laws concerning the privacy and security of Participants' personal information, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and associated regulations ("**HIPAA Regulations**"), 42 CFR Part 2, and the Texas Medical Records Privacy Act, in order to safeguard such information. Because protection of Participants' information is of paramount importance, it is a condition of this Agreement that the MAC and Provider enter into as of the Effective Date, a separate confidentiality agreement pursuant to the HIPAA Regulations ("**HIPAA Agreement**"), which shall

be in substantially the same form as for other Providers.

5. Provider agrees to perform the Provider Services in a timely, efficient, and professional manner, in accordance with this MAC Care Model. Provider shall be solely liable and responsible for, and will handle all aspects of the Provider Services, including providing (at its sole expense) all personnel, labor, supervision, training and licensing of Provider's employees and the provision/procurement of all materials, labor, supplies, equipment, consumables, required therefor. The Company and Provider are each liable for the acts and omissions of their respective representatives in the same capacity as such party is for its own acts and omissions and nothing herein shall create an employer/employee relationship, partnership, and or joint venture between the Company and Provider. Neither Company nor Provider has authority to act on behalf of the other, and neither shall act or speak publicly on behalf of the other at any time; however, either may publicly acknowledge its working relationship with the other and may speak generally about the Provider Services being performed by Provider at the MAC. For any media contact regarding Provider, Provider's executive director or his/her designee must be contacted before media contact is approved or allowed. Provider shall obtain the written consent of the Company prior to contact in any form with any media outlets, and Provider shall follow MAC protocols developed from time to time by the Company for media contact, to include the completion and submission to the Company of an approved MAC media release form. Neither party will, directly or indirectly, pay any commission, fee, or rebate, or otherwise provide any gift or entertainment of significant value to or on behalf of, an employee, officer, director or other representative of the other party.

6. Provider and Company shall consult regularly from time to time concerning the Provider Services, including results thereof. The parties agree to meet at such intervals as required by the Company, and at other times on request of Provider. Provider will participate in periodic transdisciplinary meetings organized by the Company to address issues related to their MAC operational category (Medical Home, Navigation, Therapy Home, Autism, Audiology, etc.).

7. Provider will coordinate with the Company to identify or develop outcome measures and monitor Provider Services against such measures and to periodically report results to the Company and/or its funding sources. Provider agrees to cooperate in the provision of coordinated services, and to prepare and submit periodic reports (monthly, quarterly and/or annual basis) to the Company concerning the Provider Services, generally in accordance with the schedule and format reasonably requested by the Company from time to time. Any such request by the Company shall be deemed reasonable if required for purposes of reporting obligations and results to the appropriate relevant stakeholders of the Company and Provider. Provider will provide such information requested from the Company from time to time so as to allow the Company to verify the following: (i) the Participants compliance with the definition of individuals with special-needs and disabilities, (ii) if qualified Participants are not being treated because of inability to pay, and (iii) Provider's compliance with this MAC Care Model.

8. Provider must maintain accurate books and records concerning the Provider Services. Upon request, and subject to applicable Laws, and for the purpose of confirmation of adherence to this MAC Care Model, Provider will make such records available for inspection and copying by the Company during the Term of this Agreement, and after if so requested by the Company. The Company will use such information to assist in the efficient operation of the MAC

and to generally monitor the treatment of Participants and related results. The Company will treat such records as Confidential Information to the extent required under the terms of this Agreement.

9. Company (or its designee) will have the right to conduct research interviews or otherwise conduct research projects based on data obtained through the use of the MAC Navigation System or provision of Provider Services under this Agreement.

10. Provider will designate an employee or other third party that will be a direct contact with Provider on MAC Care Model compliance.

11. Except as otherwise required by the Company under this MAC Care Model, neither party will use the other party's organizational logos, trademarks, trade names, or other intellectual property without first obtaining the prior written consent of such other party, and each party reserves ownership and all other rights with respect thereto.

12. This Agreement does not create a partnership or joint venture, employer/employee or agency relationship between the Company and Provider. Provider is an independent contractor with respect to its Provider Services.

13. Confidential Information of the Company and Provider.

13.1. Definition of "Confidential Information". "**Confidential Information**" means confidential and proprietary information, whether in oral, written or electronic form, received or otherwise acquired by a party or any of its representatives (the "**Recipient**") from the other party or any of the Disclosing Party's representatives ("**Disclosing Party**") in connection with this Agreement or the Provider Services, but excludes Participants' personal information (which is covered by HIPAA Agreements).

13.2. Restrictions on Use and Disclosure of Confidential Information. Confidential Information shall be used solely for the purpose of confirmation of compliance with this MAC Care Model and the Provider Services (and in the case of the Company, for managing comprehensive services on Campus (together, the "**Business Relationship**"). Each Recipient shall: (a) safeguard and keep all Confidential Information strictly confidential, and (b) except as expressly permitted by this Agreement or with prior written consent of the Disclosing Party, not disclose Confidential Information or permit access to Confidential Information by any person or entity, other than the Recipient's Representatives who are actively and directly involved in the Business Relationship, or who need to know Confidential Information for purposes of the Business Relationship, and in the case of the Company, as required by its funding sources, and (c) not use Confidential Information for any purpose other than in connection with the Business Relationship.

13.3 Responsibility for Representatives. Each representative of a Recipient will confirm in writing, prior to receipt of any Confidential Information, that he/she has reviewed the terms of this Section 13 and are legally bound to maintain confidentiality thereof and not make or permit any use or disclosure of Confidential Information, except as authorized by the Company or this Agreement. Each Recipient is responsible and liable

for the unauthorized use and disclosure of Confidential Information by its representatives and for any breach of this Agreement resulting from the acts or omissions of its representatives or any person/entity to whom it or they have disclosed Confidential Information or that accesses Confidential Information in possession of the Recipient.

13.4 Ownership, Reproduction and Return of Confidential Information. Confidential Information is the Disclosing Party's exclusive property and shall not be copied or reproduced except for such limited copies the Recipient requires for the Business Relationship. At the request of the Disclosing Party, the Recipient shall immediately return all Confidential Information and copies thereof to the Disclosing Party (in any form), derivative information based thereon, or destroy all such Confidential Information, copies and derivative information and certify such destruction in writing to the Disclosing Party. Recipient is not required to return or destroy (a) copies of Confidential Information or other material prepared by it incorporating Confidential Information to the extent the same is required to be retained by the Law, and (b) Confidential Information in electronic form or stored on automatic computer back-up archiving systems during the period such backup or archived materials are retained under such party's customary procedures and policies; *provided*, that any Confidential Information so retained shall be maintained by Recipient shall continue to be subject to this Section 13, and archived or back-up Confidential Information shall not be accessed except as required by Legal Requirements or under terms of this Agreement.

13.5 Limitations. Nothing herein restricts a party from using its own Confidential Information, or prohibits use or disclosure of Confidential Information by a Recipient to the extent it: (a) is or becomes available in the public domain through no acts or omissions of the Recipient or its Representatives in violation of this Agreement; (b) prior to or after disclosure by the Disclosing Party, is lawfully known or lawfully becomes available to Recipient or its representatives on a non-confidential basis from a source other than the Disclosing Party, and that such source is not known by them to be prohibited from transmitting the information by any legal obligation; (c) is independently developed by the Recipient without Confidential Information; or (d) is required to be disclosed as a matter of law or pursuant to the Law, but subject to the Section 13.6 immediately below. Confidential Information shall not be deemed within the foregoing limitations merely because it is embraced by more general information available in the public knowledge or in Recipient's or its representatives' possession. Any combination of features shall not be within the foregoing limitations merely because individual features are in the public knowledge or Recipient's or its representatives' possession unless the combination itself is in the public knowledge or in possession of Recipient or its representatives.

13.6 Judicial Proceedings. If a Recipient or any of its representatives is required by any court, legislative or administrative authority (by oral questions, interrogatories, request for information or documents, subpoena or similar process) to disclose any Confidential Information of the Disclosing Party, then unless legally prohibited from doing so, the Recipient shall promptly notify the Disclosing Party of the requirement in order to afford the Disclosing Party an opportunity to seek an appropriate protective order. The Recipient shall reasonably cooperate with the Disclosing Party in an effort to obtain the

protective order, and if appropriate shall allow the Disclosing Party to intervene or appear in any proceeding in order to protect the confidentiality of the Confidential Information. However, if the Disclosing Party is unable to obtain or does not seek a protective order, and the Recipient or its representatives are, in the opinion of counsel, compelled to disclose the Confidential Information under penalty of liability for contempt, censure or penalty, disclosure of such information may be made without liability, but only to the extent that the Recipient or its representatives are so compelled to disclose the Confidential Information in response to such process.

13.7 Termination of Obligations. The obligations of confidentiality and non-use set forth above will terminate automatically five (5) years after the later of (a) the termination or expiration of this Agreement; or (b) the last date on which Confidential Information is disclosed or acquired pursuant to this Agreement. Following termination, the Recipient shall be free of any obligations restricting disclosure or use of Confidential Information (subject to any remaining intellectual property rights of the Disclosing Party).

Company:

MULTI ASSISTANCE CENTER MANAGEMENT
COMPANY, a Texas non-profit corporation

By: _____

Name: Allan Castro

Title: President

Provider:

By: _____

Name: _____

Title: _____

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSIDERATION OF MINUTES
<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: April 13, 2023

AGENDA ITEM: 7. d.

**Discussion and Possible Action On Axon Agreement for 5 Additional In Car
Cameras**

This agreement is an approval required by Council in order to proceed with Axon Cameras, which needed for the patrol vehicles. The initial agreement is in motion, but after careful review, a mishap occurred between the communication with the company and the Police Department. Ultimately, Axon only ordered 1 camera which is already paid for. However, the agreement needed to have an additional 5 cameras.

Axon is willing to provide all cameras needed after paying \$1,000 up front and approval by contract that we will pay the balance at a later date. The original contract did go before Crime Control and Prevention District, and was approved by Council.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-463459-44991.894AS

Issued: 03/06/2023

Quote Expiration: 04/30/2023

Estimated Contract Start Date: 06/01/2023

Account Number: 323420

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business:Delivery/Invoice-4130 Ackerman Rd 4130 Ackerman Rd San Antonio, TX 78219-1140 USA	Kirby Police Dept - TX 4130 Ackerman Rd San Antonio, TX 78219-1140 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Michael Alonzo Phone: 210-237-6325 Email: malonzo@cityofkirby.org Fax: (210) 661-3934

Quote Summary

Program Length	60 Months
TOTAL COST	\$64,995.00
ESTIMATED TOTAL W/ TAX	\$64,995.00

Discount Summary

Average Savings Per Year	\$4,521.60
TOTAL SAVINGS	\$22,608.00

Payment Summary

Date	Subtotal	Tax	Total
May 2023	\$1,000.00	\$0.00	\$1,000.00
Oct 2023	\$12,798.98	\$0.00	\$12,798.98
Oct 2024	\$12,798.98	\$0.00	\$12,798.98
Oct 2025	\$12,798.98	\$0.00	\$12,798.98
Oct 2026	\$12,798.98	\$0.00	\$12,798.98
Oct 2027	\$12,799.08	\$0.00	\$12,799.08
Total	\$64,995.00	\$0.00	\$64,995.00

Pricing

Quote Unbundled Price: \$87,603.00
 Quote List Price: \$76,371.00
 Quote Subtotal: \$64,995.00

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	5	60	\$292.01	\$254.57	\$216.65	\$64,995.00	\$0.00	\$64,995.00
Total							\$64,995.00	\$0.00	\$64,995.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	5	05/01/2023
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	5	05/01/2023
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-JN-1, 2LTE, 2WIFI, 1GNSS, BL	5	05/01/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	5	05/01/2023
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	5	05/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	5	06/01/2023	05/31/2028
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	5	06/01/2023	05/31/2028
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	5	06/01/2023	05/31/2028
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	10	06/01/2023	05/31/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	5

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	5	06/01/2023	05/31/2028
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	5	05/01/2024	05/31/2028

Payment Details

May 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - Part 1	Fleet3A	Fleet 3 Advanced	5	\$1,000.00	\$0.00	\$1,000.00
Total				\$1,000.00	\$0.00	\$1,000.00
Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - Part 2	Fleet3A	Fleet 3 Advanced	5	\$12,798.98	\$0.00	\$12,798.98
Total				\$12,798.98	\$0.00	\$12,798.98
Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3A	Fleet 3 Advanced	5	\$12,798.98	\$0.00	\$12,798.98
Total				\$12,798.98	\$0.00	\$12,798.98
Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3A	Fleet 3 Advanced	5	\$12,798.98	\$0.00	\$12,798.98
Total				\$12,798.98	\$0.00	\$12,798.98
Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A	Fleet 3 Advanced	5	\$12,798.98	\$0.00	\$12,798.98
Total				\$12,798.98	\$0.00	\$12,798.98
Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3A	Fleet 3 Advanced	5	\$12,799.08	\$0.00	\$12,799.08
Total				\$12,799.08	\$0.00	\$12,799.08

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/6/2023



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Kirby Police Dept - TX the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input 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: MARCH 9, 2023

AGENDA ITEM: 7. e.

Update and Discussion On Amazon Thru Traffic And Possible Code Violations

Meeting with Jessica Breaux to assist in the concerns of the Code Violations in reference to the Amazon Warehouse.

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSIDERATION OF MINUTES
<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: April 13, 2023

AGENDA ITEM: 7. f.

Update and Discussion On The Kirby Senior Center Audit Report

This was brought up to discuss the Kirby Senior Center Audit Report. Questions have been asked in reference to the Kirby Senior Center Audit and results. President David Barbosa has been informed of this agenda item and stated he will turn in the audit report as soon as he can to the City Secretary per the ordinance.

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input 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: April 13, 2023

AGENDA ITEM: 7. g.

Discussion And Possible Action On Designating an Acting City Manager

In accordance with our adopted City Ordinance, Council is required to approve an Acting City Manager in the event that the Interim or City Manager is unable to be present.

<input checked="checked" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSIDERATION OF MINUTES
<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: MARCH 9, 2023

AGENDA ITEM: 7. h.

**Discussion And Possible Action To Allow Interim City Manager And City Manager To
Designate An Acting City Manager As Needed**

Article 3- Administrative Service, Section 3.01 – City Manager

Acting City Manager:

The City Manager, within sixty (60) days after taking office, shall designate by letter filed with the person performing the duties of the City Secretary, a qualified administrative officer of the City to perform the duties of the City Manager in his or her absence or disability. Such designation shall be subject to the prior approval by the Council. The Acting City Manager is authorized to performing the same powers and duties as the City Manager while he or she acting in his or her stead. No member of the Council shall serve as Acting City Manager. From time to time, the City Manager may remove and appoint in his or her stead another Acting City Manager, also with the prior approval of the City Council.

During emergencies or leave requests, the ordinance is written in a manner that requires prior approval from council before a City Manager can make designation of an Acting City Manager in his/her absence. The goal of this agenda item is to provide the Interim City Manager the authority to designate a Acting City Manager as he/she needs.

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSIDERATION OF MINUTES
<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: April 6, 2023

AGENDA ITEM: 7. i.

Discussion And Possible Action To Reappoint David Barboza As The Kirby Senior Center Board President

President David Barboza has been approved by the Kirby Senior Center Board to be reappointed to the Kirby Senior Center Board as President. This agenda item is to go before council to accept or deny his reappointment as President of the Kirby Senior Center.

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSIDERATION OF MINUTES
<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: April 13, 2023

AGENDA ITEM: 7. j.

Discussion And Possible Action On The City of Kirby City Attorney Budget

Council Member brought this up during the last Council Meeting and requested this item be placed on an agenda to discuss a way to save funds and figure out a more cost-effective way to utilize the City Attorney.

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSIDERATION OF MINUTES
<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: April 13, 2023

AGENDA ITEM: 7. k.

Discussion And Possible Action On The City Of Kirby's Comprehensive Plan

Council Member wanted to begin the process of creating a new Comprehensive Plan and to also meet with Planning And Zoning in order to do so.

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSIDERATION OF MINUTES
<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: April 13, 2023

AGENDA ITEM: 7. I.

Discussion And Possible Action On Adding Line Items To the General Budget

Council Member Walczyk brought this up as an agenda item to discuss itemizing the general budget for transparency.

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSIDERATION OF MINUTES
<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: April 13, 2023

AGENDA ITEM: 7. m.

Discussion and Update On The Progress Of The City Manager Employment Committee

Employment Committee met on March 31, 2023 at 6:00 P.M. Council Member Debbie Walczyk will be providing an update on the progress of the Employment Committee.

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSIDERATION OF MINUTES
<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: April 13, 2023

AGENDA ITEM: 7. n.

**Discussion and Possible Action On A "Entrepreneurial Day For Children" City Event at
John Sterling Park**

This agenda item is to discuss having a City Event for children to have business stands and sell items at John Sterling Park.

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSIDERATION OF MINUTES
<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: April 6, 2023

AGENDA ITEM: 7. o.

Discussion and Possible Action on Esri Contract Renewal

This agenda item is in place to renew the contract for Esri. Esri provides the department heads ARCGIS software. The quote will be provided with this summary for discussion.



Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 04/04/2023
To: Roxanne Cardona
Organization: City of Kirby
City Manager's Office
Fax #: **Phone #:** 210-661-8515

From: Barbara Walker
Fax #: 909-307-3083 **Phone #:** + 19093693936 Ext. 3936
Email: bwalker@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #26123196
Document Date: 12/31/2022

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936939363936
Fax #: 909-307-3083

Quotation

Date: 12/31/2022**Quotation Number:** 26123196

City of Kirby
City Manager's Office
112 Bauman St
San Antonio TX 78219-1004
Attn: Roxanne Cardona

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Barbara Walker

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Customer Number: 542402

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	122187 ArcGIS Spatial Analyst for Desktop Single Use Primary Maintenance Start Date: 04/01/2023 End Date: 03/31/2024	500.00	500.00
1010	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 04/01/2023 End Date: 03/31/2024 Subscription ID: 6958468067	400.00	400.00
2010	5	153148 ArcGIS Online Creator Annual Subscription Start Date: 04/01/2023 Subscription ID: 6958468067	500.00	2,500.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>

For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936939363936
Fax #: 909-307-3083

Quotation

Page 2

Date: 12/31/2022

Quotation Number: 26123196

Item Qty Material#

Unit Price

Extended Price

Item Subtotal	3,400.00
Estimated Tax	0.00
Total	USD 3,400.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

**esri**[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936939363936
Fax #: 909-307-3083

Quotation

Page 3

Date: 12/31/2022

Quotation Number: 26123196

Item	Qty	Material#	Unit Price	Extended Price
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Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

**esri**[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936939363936
Fax #: 909-307-3083

Quotation

Page 4

Date: 12/31/2022

Quotation No: 26123196

Customer No: 542402

Item Qty Material#

Unit Price

Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

ABOUT PRO-WEST & ASSOCIATES

Pro-West & Associates is an award-winning GIS business that supports local, state and federal government and private industry with GIS data services, solutions and system integration.

We have been supporting organizations nationwide with full service GIS for 35 years.

Pro-West is a multi-award-winning, 30-year Esri Business Partner and ArcGIS for Local Government Specialty Partner. We are 100% employee-owned.

CONTACT INFORMATION

Marcus Glass, Business Development Director
mglass@prowestgis.com
218-409-7403

Pro-West & Associates
8239 State Hwy 371 NW
Walker, MN 56484
www.prowestgis.com
320-207-6868

PROWEST
& Associates

GIS Professional Services Block Support

All the GIS services you need with one simple package

What is GIS Professional Services Block Support from Pro-West?

Pro-West's block support packages were created to make it easier for organizations to access the GIS services they need, with no unexpected costs.

Simply purchase a "block" of support from Pro-West, ranging from 20-160 hours, and apply it to any GIS services we provide over a 12-month period. That's it. Know your cost up-front, with no surprises.

- One line item for all GIS services you may need in a year
- No need for an estimate for every project
- Cost-effective pricing
- Option to "buy up" if more hours are needed
- Enhanced ability to plan and budget
- Access to exclusive learning content through our Local Government LIVE program

What services can I get with GIS Professional Services Block Support from Pro-West?

All services offered by Pro-West are available through our block support packages - it's simply an easier way to purchase the same services you would receive via individual project estimates.

In other words, block support packages are tailored to meet your project needs, whether that's parcel data updates, GIS administration training, Esri solution configuration, and more:

- GIS needs assessment and planning
- Esri Enterprise implementation & support
- System architecture
- Geodatabase/SQL management
- Workflow automation
- Parcel Fabric implementation
- GIS data development
- GIS data conversion
- ArcGIS Online support
- Esri solution configuration
- Custom application development
- Desktop GIS (ArcMap) support
- Training

Why purchase Block Support from Pro-West?

- Assurance that your projects will be scheduled at a time that works for you
- Single line item for all your GIS services - no need for individual project estimates
- Cost-effective pricing
- Upgrade plans if your needs change
- Access to exclusive learning content through Pro-West's Local Government LIVE program

What is the cost of a Block Support package?

Costs are provided on page 2.

What if I need more hours than I expected?

Pro-West has carefully designed upgrade plans that allow clients to purchase the hours they need while retaining the cost-effectiveness and flexibility of their original block support package.

Pro-West's goal is to make your organization successful with location technology. We will make sure you have the right support, at good value pricing, to get there.

[Ask us](#) for more details.

Pricing

The table below indicates the pricing for Pro-West GIS Professional Services Block Support packages. They are priced according to the number of hours included in the package.

Number of Hours	20	40	80	120	160
Package Cost	\$3,000.00	\$5,800.00	\$10,900.00	\$16,000.00	\$20,900.00

After Hours Support

If Pro-West is requested to perform tasks before 7am or after 7pm CST, hours will be billed as double hours.

Example: Pro-West works 2 hours on Friday before 7pm CST and 2 hours on Saturday. There will be a credit usage of 2 hours for the work completed on Friday and 4 hours' credit usage for the work completed on Saturday.

After Hours Definition: Monday-Friday before 7am or after 7pm CST, Saturdays and Sundays.

<input checked="" type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSIDERATION OF MINUTES
<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: April 13, 2023

AGENDA ITEM: 7. P.

**Discussion And Possible Action To Waive Garage Sale Permit Fees For Annual
Community Garage Sale Event**

The City is preparing for our Annual Community Garage Sale Event. Council is being asked if the \$5.00 permit fee, per resident, can be waived for this event.

<u> X </u>	DISCUSSION AND POSSIBLE ACTION ITEMS
<u> </u>	SPECIAL CONSIDERATION
<u> </u>	CONSIDERATION OF MINUTES
<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: April 13, 2023

AGENDA ITEM: 7. q.

Discussion And Possible Action To Authorize The City To Enter Into A Joint Election Agreement With Bexar County Elections Department For Services During Early Voting And Election Day And Authorizing The City Manager To Sign The Memorandum Of Understanding And Joint Election Agreement.

Discusión y posible acción para autorizar a la ciudad a entrar en un acuerdo electoral conjunto con el Departamento de Elecciones del Condado de Bexar para los servicios durante la votación anticipada y el día de las elecciones y autorizar al Gerente de la Ciudad a firmar el Memorando de Entendimiento y el Acuerdo Electoral Conjunto.

This agreement is a memorandum of understanding and joint election agreement to enter into a joint election with Bexar County Elections Department for services during Early Voting and Election Day.

THE STATE OF TEXAS §
 § **CONTRACT FOR ELECTION SERVICES**
COUNTY OF BEXAR §

This Contract is entered into by and between the BEXAR COUNTY ELECTIONS ADMINISTRATOR (“ADMINISTRATOR”) on behalf of Bexar County, a political subdivision of the State of Texas, and the CITY OF KIRBY (“CITY”)(also, individually, a “Party” or, collectively, the “Parties”), pursuant to Texas Election Code Section 31.092.

RECITALS

CITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called a general and special election to be conducted by Bexar County on Saturday, May 6, 2023 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department.

ADMINISTRATOR has provided cost estimates for election services to be rendered by her office pursuant to the terms of this Contract that are set out on Exhibits “A” and “B,” attached and incorporated into this Contract.

CITY and ADMINISTRATOR want to enter into this Contract setting out the respective responsibilities of the Parties.

Accordingly, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01. The Parties have entered into this Contract for election services described in Article II to be provided to CITY for its election to be held on May 6, 2023.

ARTICLE II
SERVICES

2.01. ADMINISTRATOR agrees to provide to CITY the following general services:

- (A) Procure and distribute election supplies, including, but not limited to, the preparation, printing and distribution of ballots and sample ballots;
- (B) Procure election judges and clerks for early voting and election day voting;
- (C) Procure early voting polling places and election day vote centers as agreed by entities;
- (D) Procure, prepare, and distribute adequate election equipment and transport

equipment to and from the polling locations, including early voting substations, for CITY;

- (E) Distribute the lists of registered voters to be used in conducting the election, as provided by Bexar County Voter Registration pursuant to the request by CITY;
- (F) Pay election day and early voting judges and clerks;
- (G) Pay the judges for election night returns and early voting returns;
- (H) Provide information for election officers;
- (I) Provide training and general overall supervision of the election and advisory services;
- (J) Prepare writ of election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Conduct early voting, in person and by mail, for CITY;
- (L) Establish an Early Ballot Board for the purpose of qualifying mail ballots;
- (M) Establish a Central Counting Station for the purpose of tabulating ballots;
- (N) Provide such incidental related services as may be necessary to effect the election;
- (O) Meet ADA requirements as the law relates to polling locations and voter assistance, etc; and
- (P) Provide for Central Count Tabulation (s):
 - a. Preparation and programming of the ballots on the AIS 850 and 450 Optical Scanners
 - b. Preparation and tabulation of votes from the ExpressVote Voting System, including the Express Touches.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II will be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the CITY, posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of CITY'S election records.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract will be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

6.01. In consideration for the services provided hereunder by ADMINISTRATOR, CITY shall pay ADMINISTRATOR the actual cost of performing the services, including any overtime incurred by ADMINISTRATOR'S employees. CITY shall deposit with ADMINISTRATOR _____ no later than April 3, 2023 to cover the estimated pro rata cost.

6.02. If the actual election costs exceed CITY'S deposit, the difference between the actual costs and the deposit will be paid by DISTRICT within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment must be made by check payable to the Bexar County Clerk and mailed to:

Jacquelyn F. Callanen
Bexar County Elections Administrator
1103 S. Frio St., Ste. 100
San Antonio, Texas 78207

6.03. Any monies remaining after the payment of all costs of elections bills, will be the property of the CITY and returned to it.

ARTICLE VII
GENERAL PROVISIONS

7.01. This Contract will be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

7.02. If any one or more of the provisions contained in this Contract is for any reason be held

to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal or unenforceable provision had never been contained in the Contract.

7.03. This Contract constitutes the sole and only agreement of the Parties and supersedes any prior understanding or written or oral agreement between the Parties respecting the written subject matter.

7.04. No amendment, modification, or alteration of this Contract will be binding unless it is in writing, dated subsequent to the date hereof and executed by the Parties.

ARTICLE VIII
BACKGROUND CHECKS

8.01 ADMINISTRATOR has conducted all criminal background checks required by Texas Election Code § 129.051(g).

SIGNED this ____ day of _____, 2023.

ELECTIONS ADMINISTRATOR

CITY OF KIRBY

BY:


JACQUELYN F. CALLANEN

BY: _____

PRINT: _____

TITLE: _____

APPROVED AS TO LEGAL FORM:

JOE GONZALES
CRIMINAL DISTRICT ATTORNEY
BEXAR COUNTY, TEXAS

BY:



JEAN GILL
ASSISTANT CRIMINAL DISTRICT
ATTORNEY- CIVIL DIVISION