



Kimberly McGehee Aldrich, Mayor

Sylvia Apodaca
Christopher Garza
Janeshia Grider

Mike Martin
Susan Street
Debbie Walczyk

**CITY COUNCIL AGENDA
REGULAR MEETING
THURSDAY, APRIL 27, 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 27, 2023 at 7:00 P.M. (Central Time)

Join Zoom Meeting:

Video Participation: Join Zoom Meeting

<https://zoom.us>

Meeting ID: 956 855 1663 and Passcode: 1955

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

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

Citizens Participation Is For The City Council To Receive Information On Issues That May Be Of Concern To The Public. Citizens Participation Is Limited To Five (5) Minutes. A Purpose Of The Open Meetings Act Is To Insure That The Public Is Always Given Notice Of The Items That Will Be Discussed By The Council. Should A Member Of The Public Bring An Item To The Council For Which The Subject Was Not Posted On The Agenda For The Meeting, The Council May Receive The Information, But Cannot Discuss Or Act Upon It At The Meeting

6. Consideration Of And Action On Minutes

- a. Regular Minutes – March 9, 2023
- b. Regular Minutes – April 13, 2023

7. Presentation

- a. Presentation – Yard of the Quarter – April 2023
- b. Presentation – Fiesta Decorating Contest Winners
- c. Presentation – Recognition Volunteers And Donors For Easter Egg Hunt
- d. Presentation – Recognition for Volunteers and Donors For Entrepreneurial Day for Children

8. Discussion And Possible Action

- a. Discussion And Possible Action On Hugo Lentz Park Amenities
- b. Discussion And Possible Action To Appoint A Chairperson To Coordinate Upcoming Events
- c. Discussion And Possible Action For Little League To Have Parade
- d. Discussion And Possible Action On The Current Sewer Ordinance
- e. Discussion and Possible Action On Funding The 4th Of July Event
- f. Discussion and Possible Action on Interlocal Cooperation Agreement with The Alamo Area Swat Team
- g. Discussion And Possible Action On City Festival For The Year 2023
- h. Discussion And Possible Action On Opening Day Pool Party To Be Approved As A City Event On Saturday, May 27, 2023 And For Council To Waive Entry Fees

9. Request And Announcements

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

10. Adjournment

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 24, 2023

TIME OF POSTING: 6:45 P.M.

DATE REMOVED

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

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

DATE: APRIL 27, 2023

AGENDA ITEM: 6. a. & b.

Consideration Of And Action On Minutes

Regular Minutes – March 9, 2023

Regular Minutes April 13, 2023

The minutes are attached for your review. If you have any changes, please send me an email no later than 5:00 P.M. on April 26, 2023, and updates will be prepared for Council consideration.



Kimberly McGehee Aldrich, Mayor

Sylvia Apodaca
Christopher Garza
Janeshia Grider

Mike Martin
Susan Street
Debbie Walczyk

**CITY COUNCIL MINUTES
REGULAR MEETING
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CITY HALL COUNCIL CHAMBER
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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 or be ejected from the meeting.

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 the 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

Sylvia Apodaca
Christopher Garza
Janeshia Grider

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1. Call Meeting to Order

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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. Gilbert Hise – He introduced himself stating he is the President of the Board of Directors for the African-American Western Heritage Center Incorporated located in Bexar County on the east side. He provided his background. His organization is contemplating to create a new school district for the east side.

2. Jack Miller – He said he had a couple of things to discuss. The minutes are still not accurate, in the future keep contents at minimal and accurately reflect the record. He said thank you for disarming me when I walked in here and expressed his thoughts. He spoke about calling Point of Order during meetings. He thanked Council Members Street and Garza for not voting to move him and not violating his first amendment rights.

3. Maria Lozano – She announced her candidacy for Kirby City Council. She said she enjoyed living in Kirby. She provided her background.

4. Sara Patten – She said she will speak on an agenda item.

5. Joe Molina – He spoke about the Ackerman Road Construction project. The contact number on the flyer does not work and now is busy all the time. There needs to be better communication with the residents. The residents on Wheatland are complaining about the noise coming from behind their homes.

6. Roger Romens – He said he will speak on an agenda item.

7. Jessica Sanchez – Mayor Aldrich read an email provided by City Secretary from Ms. Sanchez. Council Member Street called point of order. There was discussion with the city attorney.

Council Member Street moved to not have the email by Jessica Sanchez to be read; seconded by Council Member Martin. The motion failed with a 1/4/2 vote.

AYES: 1 NAYES: 4 (Council Members Garza and Martin, Mayor Pro-Tem Grider and Mayor Aldrich) ABSTAIN: 2 (Council Members Apodaca and Walczyk)

Mayor Aldrich continued to read the email without mentioning names. Ms. Sanchez wrote her concern was there was one of the City's Council Members on school grounds for a school activity and she was aware of their criminal background and being a registered sex offender from another state. She expressed her concerns about this.

6. Consideration Of And Action On Minutes

a. Regular Minutes – March 9, 2023

City Secretary withdrew the March 9, 2023 Minutes from the agenda.

b. Regular Minutes – March 23, 2023

Council Member Apodaca moved to accept the March 23, 2023 Minutes; seconded by Mayor Pro-Tem Grider. The minutes passed with 6-0-1 vote.

AYES: 6

NAYES: 0

ABSTAIN: 1 (Council Member Garza)

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)

Mayor Aldrich said applicant withdrew his application for the 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)

Mayor Aldrich recognized Jack Miller and informed him he will speak at the beginning of each agenda item and if the discussion has started and he is not in the Council Chamber City Council will continue with the item.

Mr. Miller addressed the cost of rental equipment the City paid for when using the Zipper at Friendship Park.

Council discussed the cost to use the Zipper to repair the streets and discussed the next streets to be repaired. They concurred each member will provide Interim City Manager Cardona the names of three streets. Interim City Manager Cardona will provide the list to Frank Salazar, Public Works Director.

Council Member Martin moved to allow Maria Lozano to speak on this item; seconded by Council Member Garza. The motion carried with a 7-0 vote.

AYES: 7

NAYES: 0

Mayor Aldrich recognized Maria Lozano.

Ms. Lozano asked if anyone has viewed the initial testing site? She identified problems with the area and said the Zipper is a bandaid and temporary solution.

Interim City Manager Cardona explained the fire engine pulled up on the Friendship Park area where it had been fixed and revitalized and created an indentation from the tire. After inspection it was noted by Public Works there were several places that looked like it was bubbling up and moisture in the ground. Public Works said there might have been a leak. This is the first patch they did with the Zipper.

c. Discussion and Possible Action On The Multi Assistance Center At Morgan's Wonderland Non-Exclusive Service Agreement

Chief Hilburn introduced Sara Patton and Janet Gillman, Multi Assistance Center At Morgan's Wonderland. Ms. Gillman explained their program. Ms. Patton explained their focus was to improve the quality of life for people with disabilities and special needs. This is an extension of Morgan's Wonderland the first ultra accessible theme park within Morgan's.

Chief Hilburn spoke about the City's role in the partnership.

Council Member Garza moved to accept the Multi Assistance Center at Morgan's Wonderland non-exclusive service agreement; seconded by Mayor Pro-Tem Grider. The motion carried with a 6-1 vote.

AYES: 6

NAYES: 1 (Council Member Walczyk)

d. Discussion And Possible Action on Axon Agreement for 5 Additional In Car Cameras

Interim City Manager Cardona explained why this item is being brought before City Council. When the order for in car cameras was placed there was miscommunication. One camera was ordered and five more are needed. Currently \$1,000 is needed and that amount is

in the Police Department budget. The additional five payments in the amount of \$12,799.08 each will be financed. This was originally going to be in the Crime Control and Prevention Board budget, but without a finance director the Board is not able to meet.

Council Member Martin moved to accept the Axon agreement for five additional in car cameras; seconded by Council Member Street. The motion carried with a 7-0 vote.

AYES: 7

NAYES: 0

e. Update And Discussion On Amazon Thru Traffic And Possible Code Violations

Interim City Manager Cardona said she has received complaints about noise and flashing lights at Amazon's warehouse. Jessica Breau, Representative from Amazon has expressed she wants to speak with Council, but was not available tonight.

Mayor Aldrich said she will speak with her and share the concerns of the residents.

f. Discussion and Update on the Kirby Senior Center Audit Report

Mayor Aldrich recognized Jack Miller.

Mr. Miller said we need an audit report. This will prevent improprieties, false allegations, and criminal activities.

Ms. Bogardus, Vice-President of Kirby Senior Center Board, said the Senior center will disclose any items they have. The budget available is the 2021 budget.

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

AYES: 7

NAYES: 0

Mayor Aldrich recognized Roger Romens.

Mr. Romens asked if an audit has been conducted for fiscal year ending September 30, 2022. If not, why not.

g. Discussion And Possible Action On Designating Acting City Manager

Mayor Aldrich recognized Jack Miller.

Mr. Miller said the city manager job is extremely important.

City Council discussed designating an acting city manager.

Council Member Walczyk moved to appoint Chief William Hilburn as Acting City Manager; seconded by Mayor Pro-Tem Grider. The motion carried with a 7-0 vote.

AYES: 7

NAYES: 0

- h. Discussion and Possible Action to Allow Interim City Manager And City Manager To Designate An Acting City Manager As Needed

Interim City Manager Cardona explained if the Interim City Manager and Acting City Manager are not available there will need to be someone to take lead of the situation in case of an emergency.

Council Member Martin moved to allow the Interim City Manager to designate an Acting City Manager in case the Interim City Manager and Acting City Manager are not available; seconded by Council Member Walczyk.

There was discussion about the motion.

Council Member Martin amended his motion to the Interim City Manager and Acting City Manager to designate an Acting City Manager until the next City Council meeting; seconded by Council Member Walczyk. The motion carried with a 7-0 vote.

AYES: 7

NAYES: 0

- i. Discussion And Possible Action To Reappoint David Barboza As The Kirby Senior Center Board President (Senior Center Request)

Mayor Aldrich recognized Roger Romens.

Mr. Romens said City Council is authorized to appoint or remove members of the Kirby Senior Center Board. City Council does not have authority to override the actions of the Board.

Mayor Aldrich said Mr. Romens is correct. This Board decided who they want.

Mayor Pro-Ten Grider moved to reappoint David Barboza to the Kirby Senior Center Board; seconded by Council Member Street. The motion carried with a 7-0 vote.

AYES: 7

NAYES: 0

- j. Discussion and Possible Action on the City Of Kirby City Attorney Budget (Walczyk)

Council discussed the attorney fees and ways to stay within the budget.

Council Member Street moved to take a ten minute break; seconded by Council Member Martin. The motion carried with a 6-1 vote.

AYES: 6

NAYES: 1 (Mayor Aldrich)

Mayor Aldrich convened for a ten minute break at 9:04 P.M.

Mayor Aldrich reconvened the meeting at 9:15 P.M.

- k. Discussion On Possible Action On Updating The City of Kirby's Comprehensive Plan (Walczyk)

Council Member Walczyk asked that this item be postponed indefinitely until a member of the Planning and Zoning Commission is available to attend the meeting.

- l. Discussion And Possible Action On Adding Line Items To The General Budget (Walczyk)

Council Member Walczyk said after a finance director is hired there needs to be more transparency in the general fund. Citizens need to know where the money went.

- m. Discussion And Update On The Progress Of The Employment Committee (Martin)

Council Member Walczyk provided an update on the progress of the Employment Committee.

- n. Discussion And Possible Action On A "Entrepreneurial Day For Children" City Event At John Sterling Park (Walczyk)

Council Member Walczyk said this is a two part request. First, this Saturday at John Sterling Park children will learn how to make different items and the second is selling their items they made at the May garage sale event.

Council Member Garza moved to allow Council Member Walczyk to hold "Entrepreneurial Day For Children" event; seconded by Mayor Pro-Tem Grider. The motion carried with a 7-0 vote.

AYES: 7

NAYES: 0

- o. Discussion And Possible Action On The Esri Contract Renewal

Interim City Manager Cardona presented this item.

Council discussed the Pro-West Association package. Chief Hilburn explained the purpose of the Pro-West Association package.

Council Member Street moved to renew the Esri contract; seconded by Council Member Garza. The motion carried with a 7-0 vote.

AYES: 7

NAYES: 0

- p. Discussion And Possible Action To Waive Garage Sale Permit Fees For Annual Community Garage Sale Event

Council discussed this item.

Council Member Walczyk moved to waive garage sale permit fees for the annual Community Garage Sale Event; Seconded by Council Member Apodaca second. The motion carried with 7-0 vote.

AYES: 7

NAYES: 0

- 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.

Council Member Street moved 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; seconded by Council Member Garza. The motion carried with a 7-0 vote.

AYES: 7

NAYES: 0

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 thanked Hopkins Elementary for inviting Council to judge their Salsa contest and because they had a petting zoo. She and Council Member Garza went to Gibbs Sprawl Road to get contact information for someone they could discuss installing a left turn lane. TXDot will work with solving the issue. The mail issue on Ackerman will be rectified. An item for the next agenda is the sewer ordinance regarding property owner responsibility to city main.

Council Member Garza said agenda items are check with Austin Bridge about timeline to move the barrier on Binz Engleman, address speeding on Kirby Drive and Wheatland, construction on Ackerman Road, discuss traffic control by Binz Engleman. Thanked Hopkins Elementary for invitation to the Salsa contest. He thanked everyone who attended Northeast Partnership luncheon today. City Council is actively trying to be involved with events. He thanked everyone who stayed and watching. He wished everyone a wonderful night.

Mayor Pro-Tem Grider thanked Hopkins Elementary for their invitation. On April 22 celebrating Earth Day at Friendship Park 2-5 P.M.; May 21 Bike Event 1-5 P.M.; Believe It Foundation will be providing information about bike safety. Agenda item is Discussion and possible action about Hugo Lentz Park and water access. She thanked Beautification & Recycle Committee for Friendship Park sign clean up. She thanked Fenick for the rose bushes. Another agenda item: city purchase pebbles rocks. The Easter Egg Hunt was a great success. She thanked Chief Hilburn for saving the annual event. April is Child Abuse Awareness Month. She said she is an advocate for Kirby, there are real issues, future and past and everything is a process. Another agenda item is Ackerman Road and VIA.

Council Member Apodaca said since Ackerman Road traffic is being detoured be aware of the speed limit on Kirby Dr. She attended Northeast Partnership luncheon. Good information about the airport construction. Saturday is a meet and greet with candidates, 10 A.M.– 2 P.M. at EZ One Stop. Volunteers are needed for the Economic Development Committee. An agenda item to appoint a chairperson for upcoming events. This will help when someone has questions, they can be directed to one person. Maybe start with the upcoming 4th of July event.

Council Member Walczyk said she received information from Henry Cuellar regarding a lot of money coming to Texas and she has applied for some. Funding is available for infrastructure and new police cars. She asked for an update on the agenda for every City Council meeting on Ackerman Road or weekly synopsis to City Council so people know what is going on. She asked if Public Works would check on Starfire bridge. April is Animal Cruelty month.

Council Member Martin said Dollar General is asking for help because of the way students treat adult customers, and students stealing. He asked if temporary speed bumps could be placed on Happiness, Kirby Drive, Diadem because traffic is horrible.

Mayor Aldrich addressed all candidates running for office stating that one council member cannot pass something by themselves. It is done by the Council body. April is Sex Assault Awareness Month and urged parents to watch their children. Also, on April 27 she will be out of

town and Mayor Pro-Tem Grider will be conducting the meeting. She thanked everybody for watching and those who stayed here with us, thank you City staff, and have a good night.

9. Adjournment

Mayor Aldrich adjourned the meeting at 10:01 P.M.

Kimberly Aldrich, Mayor

ATTEST

Patty Cox, City Secretary, TRMC
City Secretary

<input type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input checked="" 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 27, 2023

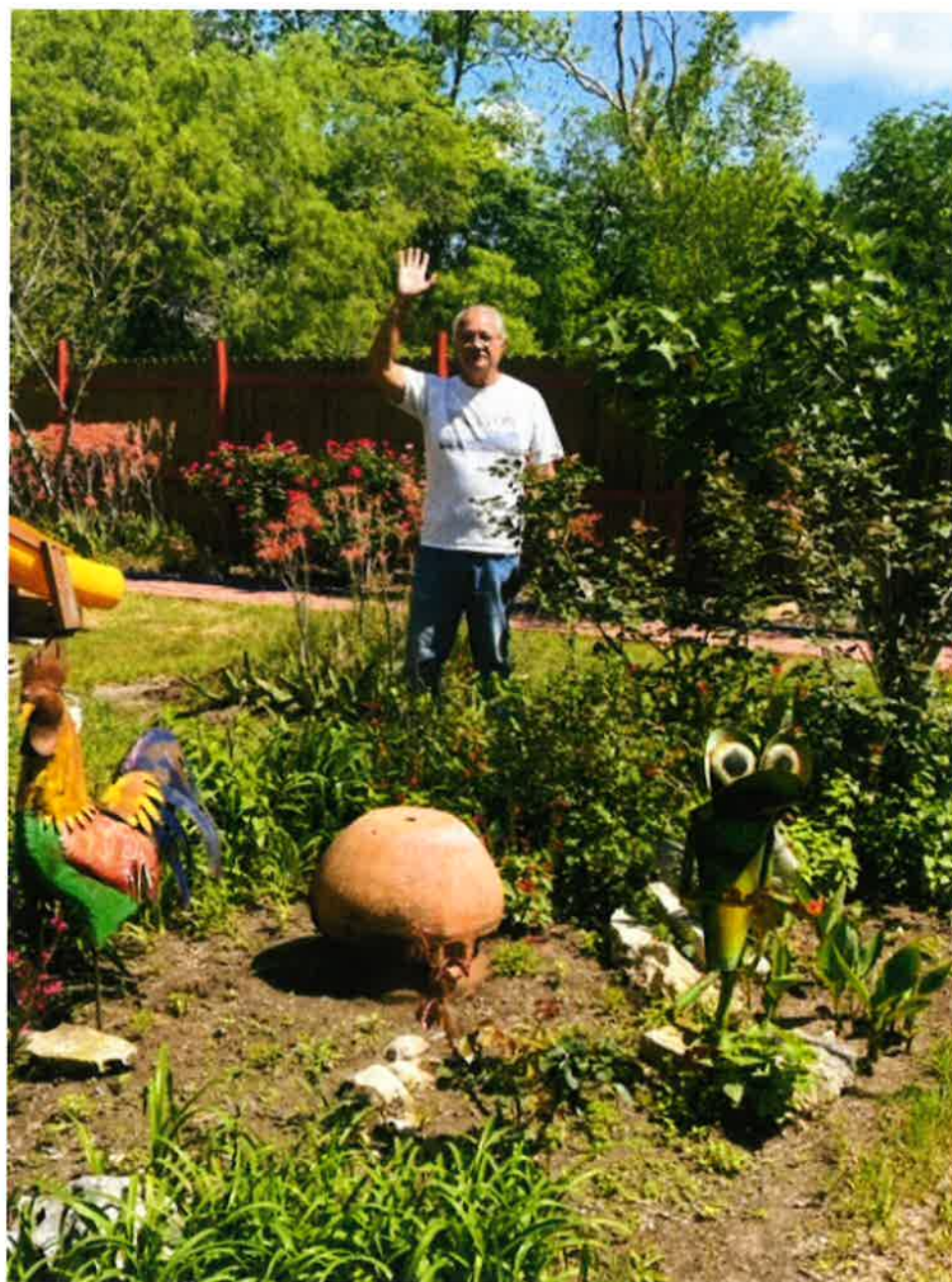
AGENDA ITEM: 7.a.

Presentation

Yard Of The Quarter – April 2023

Mr. and Mrs. Albert Navaira will be present.





<input type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input checked="" 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 27, 2023

AGENDA ITEM: 7. b.

Presentation

Fiesta Decorating Contest Winners will be recognized.



FIESTA ANNUAL DECORATING CONTEST RESULTS

RESIDENTIAL

DOOR ONLY – 5418 DAFFODIL

MOST CREATIVE – 5246 CORAL MIST

FIRST PLACE – 5246 CORAL MIST

SECOND PLACE – 5018 SWANN

THIRD PLACE – 4818 BORCHERS

BUSINESS

BEST OUTDOOR – 3222 ACKERMAN ROAD

PUPPY POWER

<input type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input checked="" 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 27, 2023

AGENDA ITEM: 7. c.

Presentation

Recognition of Volunteers And Donors For Easter Egg Hunt

<input type="checkbox"/>	DISCUSSION AND POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	PUBLIC HEARING
<input checked="" 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 27, 2023

AGENDA ITEM: 7. d.

Presentation

Recognition For Volunteers And Donors For Entrepreneurial Day For Children



CITY OF KIRBY

Children's Entrepreneurial Day

Southside No Gravity

Roxanne

Roxanne Cardona, Interim City Manager

April 19, 2023

Date



CITY OF KIRBY

Children's Entrepreneurial Day

Wiley Frie Department

April 19, 2023


Roxanne Cardona, Interim City Manager

Date



CITY OF KIRBY

Children's Entrepreneurial Day

Christopher Garrow

April 19, 2023

Roxanne

Roxanne Cardona, Interim City Manager

Date



CITY OF KIRBY

Children's Entrepreneurial Day

Ruby Rodrigues

April 19, 2023

Roxanne Cardona, Interim City Manager

Date



CITY OF KIRBY

Children's Entrepreneurial Day

Susan Street

RMC

Roxanne Cardona, Interim City Manager

April 19, 2023

Date



CITY OF KIRBY

Children's Entrepreneurial Day

Kirby Police Department

April 19, 2023



Roxanne Cardona, Interim City Manager

Date



CITY OF KIRBY

Children's Entrepreneurial Day

Windy Baptist Church

April 19, 2023

Roxanne Cardona, Interim City Manager

Date



CITY OF KIRBY

Children's Entrepreneurial Day

Roxanne King

April 19, 2023

Date

Roxanne Cardona, Interim City Manager

<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 27, 2023

AGENDA ITEM: 8. a.

Discussion And Possible Action On Hugo Lentz Park Amenities

Council wants to discuss the addition of a Hugo Park Bathroom. The Hugo Park invoice for adding a male and female restroom will be attached to this supplement.

<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 27, 2023

AGENDA ITEM: 8. b.

Discussion And Possible Action To Appoint A Chairperson To Coordinate Upcoming Events

This agenda item is to discuss and appoint a Chairperson to assist in future events that the City would like to have.

<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 27, 2023

AGENDA ITEM: 8. c.

Discussion And Possible Action For Council To Approve A Parade For Greater Northeast Little League

This agenda item is to approve for a parade for Greater Northeast Little League of Kirby. The Little League usually has a parade every year but this year it did not occur.

<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 27, 2023

AGENDA ITEM: 8. d.

Discussion And Review Of The Current Sewer Ordinance

Council wanted this on the agenda to review the Sewer Ordinance. Currently the Sewer Ordinance does not cover lateral lines that go into the main sewer.

The changes from the Council Member are proposed to change the ordinance so the city covers lateral lines.

AN ORDINANCE REPEALING ORDINANCE NO. O-2018-847 AND ADOPTING NEW SECTIONS 50.10 THROUGH 50.20 OF THE CODE ORDINANCES INCLUDING A REVISION TO SEWER SERVICE CHARGES AND PROVIDING FOR A PENALTY;

WHEREAS, the City of Kirby presently supplies water to the citizens of Kirby through wells located within the city limits of Kirby which are maintained by the City of Kirby; and

WHEREAS, the City of San Antonio/San Antonio Water System under provisions of a written contract presently furnish sanitary sewer services to the City of Kirby; and

WHEREAS, the cost to the City of Kirby under such contract is passed on to the water users of the City of Kirby along with a charge for water consumption; and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Kirby, Texas as follows:

SECTION 1. Ordinance No. O-2018-847 is hereby repealed. The provisions of Sections 2 through 11 hereof are adopted as new Sections 50.10 through 50.19 of the Code of Ordinances of the City and the provisions of Attachment "A" hereto are adopted as new Section 50.21 of the Code of Ordinances of the City.

SECTION 2. UTILITY SERVICES RESIDENTIAL/COMMERCIAL:

- a. All persons utilizing water, sewer, and garbage service in the City of Kirby, Texas shall be required to as a condition of such service, pay over to the Utility Billing Clerk a utility deposit. Every person, firm or corporation within the City shall be charged the monthly water and sewer service rates as shown in Attachment "A" of this ordinance. No free service from either of said system or any part of it shall be rendered to any firm, person or corporation whatsoever.
- b. Residential accounts shall be assessed a utility deposit of one hundred dollars (\$100.00). New residential accounts will be charged 100% sewer until the completion of a winter averaging period.
- c. Commercial accounts will be assessed a utility deposit based on the monthly average of the previous occupant. If it is a new business, the City Manager shall determine the deposit on the type of business. A minimum commercial deposit of three hundred (\$300.00) dollars is required. All commercial account sewer rates will be based on each month's consumption (100%).

- d. Residential/Commercial deposits shall be held in trust by the City of Kirby, Texas until such time as the first three (3) year period expires and shall be reimbursed, in full with no interest, upon written request and the account in good standing for the preceding twelve months of the demand. The City shall have the right to deduct any amount owed to the City for water, sewer, or garbage service from the deposit prior to reimbursement of same.

SECTION 3. DUE DATE, PENALTY DATE AND CHARGES:

- a. All charges for water service furnished by the City of Kirby shall be due upon receipt (the first of each month at the Kirby Water Department) and if not paid by the fifteenth (15th) day of said month shall be assessed a 10% penalty of total amount due. If the fifteenth (15th) falls on a Saturday, Sunday, or holiday, customers will be allowed to pay the net amount on the next business day between 8:00 a.m.-5:00 p.m. without penalty or additional charges. If water service has been terminated for non-payment and is in the process of being closed out, utility service may be restored if all arrears are paid.

SECTION 4. TERMINATION OF SERVICE DUE TO NON-PAYMENT:

- a. Customers whose accounts remain unpaid on the twenty-seventh (27th) of any given month shall have their services terminated on the next Wednesday following the twenty-seventh (27th) of any given month at 9:00 a.m. In such event, charges for reconnecting water service shall be as follows:
 1. To re-instate services that have been terminated or are listed for termination due to non-payment, a charge of twenty-five (\$25.00) dollars will be added to the amount due and the account must be paid in full between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday prior to services being re-instated.
 2. Such reconnection fee shall be assessed in addition to the charge of water actually used by such customer, as indicated by the water meter reading.
- b. The City Manager shall institute a procedure to advise citizens with delinquent accounts of their rights prior to termination of service. Such procedures shall be consistent with the laws of the United States, the laws of the State of Texas, and city ordinances.
- c. The City Manager, only subject to a written request, shall have the authority to adjust a bill. The Billing Clerk can make an adjustment unless the adjusted amount exceeds fifty (\$50.00) dollars, any adjustments exceeding fifty (\$50.00) dollars shall be authorized by the City Manager. Adjustments may be made to the sewer bill, if the average has been affected by a water leak during the winter averaging period. The request must be made by completing a leak adjustment form and providing proper documentation that the leak has been repaired. Requests for adjustments shall be received no later than the May billing (service from April - May due June). Only one adjustment may be made per year.

- d. **Non-Sufficient Checks (NSF):** A fee of twenty-five (\$25.00) dollars for each non-sufficient check will be charged. The check must be picked up within three (3) business days and full payment must be paid in cash, money order, or cashier's check to include a twenty-five (\$25.00) dollar fee. A personal check will not be accepted in lieu of cash, money order, or cashier's check for the payment of the NSF check. Utility accounts that have not fulfilled this requirement are subject to having water service terminated and charged an additional fee of thirty (\$30.00) dollars for reinstatement of water service. The City of Kirby will not accept checks from customers that have submitted two (2) returned checks for any of the city funds (system, general, or meter funds) for two (2) years from the date of the second check.
- e. **Tampering with Meters:** It shall be unlawful for any plumber or individuals other than those authorized by the city to connect, disconnect, move, damage, or tamper with any such meter; or to turn water on/off at the curb stop, valve, meters; open or tamper with any meter box. Kirby water department crews will make all repairs and renewals from the main to the meter and it shall be unlawful for any person(s) to repair or renew service pipes from the main to the meter.
- f. **Unauthorized use of water:**
 - 1. Where it can be shown that a customer has had the benefit of the use of water from the city waterworks at a residence or place of business, as the case may be, such customer shall be assessed a fee of one-hundred (\$100.00) dollar fee for each such incidence of unauthorized use of water. Such fee shall be assessed in addition to the utility deposit and any water usage, as indicated by the water meter reading.
 - 2. **Reconnection charge where the water meter has been removed:**

A reconnection fee of two-hundred (\$200.00) dollars shall be applicable where the meter has been removed.
 - 3. **Damage to meters or valves:**

Where damage occurs to meters or valves due to tampering or unauthorized use of water, such customer shall be assessed the actual costs of repair plus the reconnection fee set out in paragraph f(2) above.

All applicable charges shall be added to the account and the account must be paid in full prior to services being reinstated.
- g. **Transfer fee:**
 - 1. A fee in the amount of twenty-five (\$25.00) dollars and any outstanding balance shall be required for subsequent changes of locations within the City.

h. Excavation Fee:

1. In the event, that the City is required to excavate a water/ wastewater utility line for the purpose of ascertaining the location of a leak and such leak is found to originate on a private, rather than a city-owned, water/wastewater line or connection, the cost of such excavation to the city shall be added to the account responsible for said leak location and shall be payable to the city in accordance with the terms of this ordinance.

SECTION 5. GARBAGE ONLY:

- a. All persons desiring to utilize the garbage ONLY, will be required, as a condition of such service, pay to the Utility Billing Clerk the sum of one hundred (\$100.00) dollars, said sum representing a garbage deposit. Said deposit shall be reimbursed, in full with no interest, after a period of three (3) calendar years with written notice or four to six weeks from date of termination of service.

SECTION 6. TERMINATION OF SERVICE:

- a. Any person, firm, or corporation who shall have made an application for water service to the City of Kirby shall be responsible for all water, sewer, garbage/recycling services under the terms of such application until written notice is given to the Kirby Water Department by such person, firm, or corporation of their intention to discontinue such services. There shall be no pro-rating of any water or garbage bill on a final bill. The sewer will be calculated at the current winter average or on 100% whichever is less.

SECTION 7. WINTER AVERAGING:

- a. Monthly sewer bill to residential (one and two family residence) customers shall be computed on the basis of "winter averaging" sewer charge period. The winter averaging of sewer charge is the period of water consumption during the three (3) consecutive billing cycles commencing on November 15th and terminating before February 15th of each year. The City of Kirby shall establish monthly sanitary sewer service charges for customers based upon their average of the monthly water consumption during the three (3) consecutive billing cycles. The customer must receive sanitary sewer service at one location during the entire three (3) consecutive billing cycles in order to establish a "winter average." Customers that have not yet established a "winter average" or transfer service shall be billed based on one hundred percent (100%) of water consumption.

SECTION 8. SEWER:

- a. The City of Kirby will be responsible for all sewer laterals that extend from the city sewer mains up to the curb line or the edge of the city street. This does not include the city easement or bar ditches. The resident shall be responsible for all sewer and water lines that are located in the easement or the bar ditches. The City of Kirby will repair, locate or install lateral lines that extend from the city sewer main up to the curb line or the edge

of the city street (where the street terminates). The City of Kirby will not be held responsible for lateral problems caused by tree roots extending from the customer's yard, blockages caused by debris (e.g., toilet paper, diapers). The City of Kirby shall be responsible for the repair of lateral lines that are located in the street. Such repairs include the collapse, offset or cracking of the lateral lines. The City of Kirby shall not be held responsible for the repair of lateral lines that occur under the sidewalks or at the edge of yards or easements.

SECTION 9. WATER CONSERVATION:

- a. The City of Kirby in an effort to encourage water conservation shall provide a rebate in the amounts shown on Attachment A to residential customers when they purchase and install ultra low-flow toilets (2 per household) or a high efficiency washer (1 per residence), and circulating pumps (hot water on demand), provided that rebates will be provided for not more than two (2) low flow toilets, not more than one high efficiency washer, and not more than one circulating pump (hot water on demand) every five (5) years (see Attachment A)

SECTION 10. EDWARDS AQUIFER AUTHORITY:

- a. There shall be an assessment fee to pass through from the Edwards Aquifer Authority for management fees included on your monthly water bill.

SECTION 11. WATER/SEWER CAPITAL OUTLAY:

- a. There shall be a four (\$4.00) dollar water/sewer capital outlay fee assessed each utility service account.

SECTION 12. PENALTY:

- a. A violation of any of the rules contained in this ordinance or a doing or causing to be done by any person, persons, firm or association of any of the things or acts forbidden or made unlawful in any of the sections of this ordinance shall be deemed to constitute a violation under the terms of this ordinance and an offense and shall be punishable as such, and for each and every violation of the terms of this ordinance the person, firm, or corporation shall, upon conviction thereof in the Municipal Court be fined, not fined less than one (\$1.00) dollar nor more than two hundred (\$200.00) dollars and each violation shall constitute a separate offense.

SECTION 13. VALIDITY:

- a. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases are separable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by a valid judgment or decree of any court of competent jurisdiction, such remaining phrases,

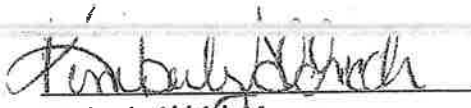
clauses, sentences, paragraphs or sections of this ordinance shall remain in full force and effect, since the same would have been enacted by the City Council without the incorporation in this ordinance of unconstitutional or invalid phrases, clauses, sentences, paragraphs or sections.

SECTION 14. EFFECTIVE DATE:

a. This ordinance will become effective on September 9th 2021 and reflect on the bill sent at the end of September due October.

PASSED AND APPROVED on first reading the 26th day of August 2021.

PASSED, APPROVED, AND ADOPTED on second reading the 9th day of September 2021.


Kimberly Aldrich Mayor

ATTEST:


Patty Cox City Secretary

ATTACHMENT "A"

CUSTOMER CLASS:

RESIDENTIAL RATES

WATER

Base	\$10.00
1-10,000	1.80 per 1,000 gal
11-20,000	2.25 per 1,000 gal
21-30,000	3.25 per 1,000 gal
31-40,000	4.25 per 1,000 gal
41,000 +	6.25 per 1,000 gal

SEWER

0-1,000	\$19.64
per 1,000 after	5.11

COMMERCIAL/APARTMENT/MOBILE HOME RATES

WATER

Base	\$15.00
1-100,000	\$2.00 per 1,000 gal
101,000+	\$3.00 per 1,000 gal

SEWER

0-1,000	\$19.64
per 1,000 after	\$5.11 per 1,000 gal

BULK RATES

WATER

Base	\$50.00
1-100,000	\$2.00 per 1,000 gal
101,000+	\$3.00 per 1,000 gal

STAGE II/III WATER RESTRICTIONS: Upon notification from the Edwards Aquifer Authority (EAA) declaring Stage II /Stage III water restrictions, the Mayor of the City of Kirby will declare Stage II/Stage III within the City of Kirby which will automatically mandate a 20% increase on all water rates over 1,000 gallons until Stage II/III is terminated by order of the EAA and the Mayor of the City of Kirby.

WINTER AVERAGING EXAMPLE:

December usage	3,000 gallons
January usage	5,000 gallons
February usage	<u>5,000 gallons</u>
	13,000 gallons
divide by	<u>3 (total of Dec. Jan. and Feb.)</u>
	4.33 is the average
-	<u>1.00 (base rate for sewer \$.19.64)</u>
	3.33 remainder
x	<u>5.11 (each additional thousand gallon)</u>
	17.02
+	<u>19.64 (base rate)</u>
	\$36.66 new sewer average

Residential accounts that have not completed a winter averaging cycle (Nov. 15-Feb. 15 of each year) will have their sewer rates calculated on each month's water consumption (100%) until such winter average is established.

Commercial accounts/Multi-family sewer rates will be calculated on each month's water consumption (100%).

REBATES- RESIDENTIAL CUSTOMERS ONLY

\$50.00 - rebate for each ultra low-flow toilet (2 per household), not more than two (2) every five (5) years

\$50.00 - rebate for a high efficiency washer (1 per residence), not more than one (1) every five (5) years

\$75.00 - rebate for circulating pumps (hot water on demand), not more than one (1) every five (5) years

CITY OF KIRBY RESIDENTIAL UTILITY FEES

NEW ACCOUNTS:

RESIDENTIAL: UTILITY DEPOSIT \$100.00 (REFUNDABLE)

WATER RATES: \$10.00 MINIMUM BASE RATE

	BASE	
1- 10,000 GALLONS	\$10.00 PLUS	\$1.80 PER 1,000 GAL
11-20,000 GALLONS	\$10.00 PLUS	\$2.25 PER 1,000 GAL
21-30,000 GALLONS	\$10.00 PLUS	\$3.25 PER 1,000 GAL
31-40,000 GALLONS	\$10.00 PLUS	\$4.25 PER 1,000 GAL
41,000 AND OVER	\$10.00 PLUS	\$6.25 PER 1,000 GAL

Stage II/III Water Restrictions: Upon notification from the Edwards Aquifer Authority (EAA) declaring Stage II /Stage III water restrictions, the Mayor of the City of Kirby will declare Stage II / Stage III within the City of Kirby which will automatically mandate a 20% increase on all water rates over 1,000 gallons until Stage II/III is terminated by order of the EAA and the Mayor of the City of Kirby.

WASTE WATER:

0-1,000 \$19.64 MINIMUM BASE RATE
1.000 AND OVER \$19.64 PLUS \$5.11 PER 1,000

Residential accounts that have not completed winter averaging cycle (Nov. 15-Feb. 15 of each year) will have their sewer rates calculated on each month's water consumption (100%) until such winter average is established.

SEWER CAPITAL OUTLAY: \$4.00 MONTHLY FOR INFRASTRUCTURE IMPROVEMENTS, WATER & SEWER LINES.

EDWARDS AQUIFER AUTHORITY FEE: \$3.40 MONTHLY

GARBAGE / RECYCLE: \$15.07 MONTHLY FOR 1 CART + TAX
\$7.00 PER EACH ADDITIONAL CART

Garbage days: Thursday's once a week between the hours of 7AM and 7PM.
Recycling will be serviced bi-weekly on Thursday's.

Rollaway carts and recycling carts are provided by Republic Service, 210-304-2700.

Holidays (**no-pickup**) Christmas Day, New Years Day, Thanksgiving Day, 4th of July, Memorial Day and Labor Day.

BILLING:

The above services are **billed monthly** on one bill. **The bills are mailed the last day of the month**, or its nearest working day. **Bills are due on or before the 15th of the following month.** Bills not paid by the due date will incur a 10% late charge automatically. Bills not paid by the Wed. after the 27TH of the month will be disconnected. A \$25.00 re-connect fee will be due before water is restored.

IF YOU DO NOT RECEIVE A BILL OR HAVE A PROBLEM WITH PAYMENT, PLEASE CALL THE UTILITY BILLING DEPT. AT (210) 661-3198.

<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 27, 2023

AGENDA ITEM: 8. e.

Discussion And Possible Action On Funding The 4th Of July Event

<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 27, 2023

AGENDA ITEM: 8. f.

Discussion And Possible Action On Interlocal Cooperation Agreement With The Alamo Area Swat Team

This is a yearly contract that is approved by Council. The price has stayed consistent and the contract will be attached to the supplement. This agreement is a memorandum of understanding with the SWAT Team.

REGIONAL LAW ENFORCEMENT SUPPORT for

Alamo Area Metro SWAT Team
Cibolo, Converse, Judson ISD, Kirby, Live Oak, Seguin, Selma, Schertz, Universal City and
Windcrest

INTERLOCAL COOPERATION AGREEMENT

THE STATE OF TEXAS

COUNTY OF BEXAR

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Cibolo, City of Converse, Judson Independent School District, the City of Kirby, the City of Live Oak, the City of Seguin, the City of Selma, the City of Schertz, the City of Universal City, and the City of Windcrest, (collectively, "the Parties"), acting by and through their authorized representatives.

Whereas, the Alamo Area Metro SWAT Team (SWAT Team), hereafter referred to as the SWAT Team, is in vast need of team equipment, and operating/training needs. For these items to be purchased it would cost a significant amount of funding and the resources are not available to the individual Cities who are a party to the SWAT Team, but collectively makes purchasing the resources and assets feasible. The team is also in need of funds to replace equipment, purchase additional expendable items used during deployments, and provide for training needs.

Whereas, the participating jurisdictions in the SWAT Team have agreed to enter into this agreement to develop a sustaining fund for the purchase of assets and equipment to assist with its operating needs and the Fund being established shall be called the Regional Law Enforcement Support Fund ("The Fund"); and

Whereas, the participating jurisdictions and the respective Governing Bodies have determined that entering into this agreement will achieve a municipal public purpose to ensure the safety and welfare of the citizens of the participating jurisdictions; and

Whereas, the participating jurisdictions to the Fund agree to establish an Oversight Committee consisting of the Chiefs of Police for each entity entering into this Agreement, to establish and assist with policy decisions associated with expending the funds within the Fund and maintaining the vision for the Fund; and

Whereas, Chapter 362, Sec. 362.001 et seq., Texas Local Government Code, authorizes a county or municipality by resolution of its governing body to enter into an agreement with any neighboring municipality or contiguous county for the formation of a mutual aid law enforcement task force to cooperate in the investigation of criminal activity and enforcement of the laws of this State; and

Whereas, the Parties, and other cities and agencies which may hereafter become parties after this agreement is entered, desire to form a mutual aid law enforcement task force wherein the specialized equipment, facilities and trained personnel of their respective police departments or law enforcement agencies are available to each other as requested and required; additionally a

joint tactical or SWAT team (Special Weapons and Tactics Team) hereafter referred to as the Alamo Area Metro SWAT Team shall be created under this Agreement; and

Whereas, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 (the "Act"), as amended, cities, counties, special districts, and other legally constituted political subdivisions of the State of Texas are authorized to enter into inter-local contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and

Whereas, the Parties each provide law enforcement services to the citizens of their respective jurisdictions; and

Whereas, the Parties desire to provide Special Weapons and Tactics (SWAT) capabilities within Bexar, Comal, and Guadalupe Counties in accordance with Chapter 418 of the Texas Government Code and Chapter 362 of the Texas Local Government Code, as applicable; and

Whereas, the Parties desire to coordinate and form the multi-agency Alamo Area Metro SWAT Team for deployment within the jurisdictions of participating agencies and other surrounding areas and desire to enter into this agreement to ensure that there are finances available for to the SWAT Team to purchase assets and equipment as necessary now and in the future in accordance with Chapter 418 of the Texas Government Code and Chapter 362 of the Texas Local Government Code, as applicable; and

Whereas, the Parties to this Agreement understand that entering into this Agreement in no way obligates any Party to participate in any tactical response activities.

NOW, THEREFORE, pursuant to the Act and as otherwise authorized and permitted by the laws of the State of Texas, for and in consideration of the covenants, conditions, and undertakings hereinafter described, and subject to each and every term and condition of this Agreement, the Parties contract, covenant and agree as follows:

Article One – Findings and Declarations

Section 1.1 The recitals hereinabove set forth are incorporated herein for all purposes and are found by the City Councils of Cibolo, Converse, Kirby, Live Oak, Seguin, Selma, Schertz, Universal City, Windcrest, and the Board of Trustees of Judson ISD to be true and correct. It is further found and determined that the City Councils of Cibolo, Converse, Kirby, Live Oak, Seguin, Selma, Schertz, Universal City, Windcrest, and the Board of Trustees of Judson ISD have authorized and approved this Agreement by resolution duly adopted by each of the City Councils and Board of Trustees.

Section 1.2 It is the declared and stated intent of the Parties that the terms, conditions, and provisions of this Agreement may be enforced by each of the Parties, jointly or independently, either at law or in equity, and the Parties shall be deemed to have waived any claim or right that is inconsistent with this Agreement and shall be stopped from challenging any term, provision, or condition hereof.

Article Two – Purpose

The purpose of this Agreement is to coordinate multiple law enforcement agencies to provide adequate assets, training, and equipment in responding to law enforcement SWAT incidents within the Randolph Metro Area and participating jurisdictions with Bexar, Comal, and Guadalupe Counties.

Article Three – Administration

Section 3.1 The City of Live Oak ("City") will be the administrative agent for the Fund under this Agreement pursuant to the Act.

Section 3.2 For the purpose of continuity of ~~records management, audit process,~~ and centralizing inventory control, and pursuant to this Agreement, all decision making, and administration of Vehicles, Equipment, Training, and management of the SWAT Team will be governed according to the overall strategy approved by the Oversight Committee (see Section 3.3).

Section 3.3 The law enforcement Chiefs of each of the jurisdictions entering into this Agreement will jointly and equally serve as Directors on the Oversight Committee to establish and maintain direction and authorize the allocation of the financial resources in the SWAT Team. The Chiefs may designate someone as their representative when necessary.

Section 3.5 All assets and equipment purchased pursuant to this Agreement that the Parties must pay for, if any, will be paid from current revenues available to each respective jurisdiction.

Section 3.6 During the term of this Agreement, the Parties agree to provide upon request of one party (requesting party) to the other (providing party) such law enforcement personnel, including available equipment and facilities, as may be requested for the investigation or suppression of crime within the jurisdictional area of the requesting party; provided that the personnel, equipment, and facilities requested are not otherwise required by the providing party as determined by the Chief of the providing agency, or his designee. Requests for mutual aid made pursuant to this Agreement shall be made by and to the respective Chief or his designated representatives.

Article Four – Duties and Responsibilities of the Parties

Section 4.1 The Oversight Committee or their designee will conduct two inventories a year of any assigned vehicles or equipment purchased pursuant to this Agreement, on a form approved by the City. The Oversight Committee will provide the inventory lists to the City prior to January 1st and July 1st of each year.

Section 4.2 The City may request, from all parties, an additional inventory of vehicles or equipment housed and may request copies of personnel training records relating to the regional SWAT team pursuant to this Agreement in preparation for an audit. Additional inventories and records will be due within 30 days of receipt of a written request from the city. Inventory records will be available to all participating jurisdictions at any time.

Section 4.3 The SWAT Team is prohibited from transferring or relocating assigned SWAT vehicle(s) and equipment purchased with this funding pursuant to this agreement without prior notification to the Oversight Committee.

Section 4.4 The SWAT Team will forward all maintenance records for the SWAT vehicles and equipment purchased with this funding and housed by such parties pursuant to this Agreement to the City of Live Oak within 30 days of work being performed. Such records will include, but not be limited to, all records of preventative maintenance, tire replacements, and any other maintenance work performed on the vehicles or equipment by any authorized service facility other than at the City of Live Oak Vehicle Maintenance Department.

Section 4.5 The Parties will use the vehicles and equipment, pursuant to this Agreement, solely for responding to incidents, related training activities, driver familiarization activities, and community public safety events.

Section 4.6 In preparation for audits, each party will submit a Quarterly Summary Report to the City in a format approved by the City of Live Oak, along with copies of individual incident reports for each call for service responded to by SWAT Team. The reports will be due no later than April 10th, July 10th, October 10th, and January 10th of each year for the previous quarter. This report is intended to document the mobilization and use of the SWAT Team.

Section 4.7 Repairs for damages to the SWAT vehicle(s) or equipment incurred while training, responding to an incident, or operating the vehicle or equipment for any reason will be paid by the party operating the vehicle or equipment if such damages are the result of the operating party's negligence.

Section 4.8 While any law enforcement officer regularly employed by the providing party is in the service of a requesting party pursuant to this Agreement, he shall be under the command of the requesting party's law enforcement officer who is in charge, and said peace officer shall have all the powers of a regular peace officer of the requesting party as though he were within the jurisdiction where he is regularly employed; and his qualification for office with the providing party shall constitute his qualification for office with the requesting party; and no other oath, bond, or compensation need be made. In the performance of work or services hereunder, each peace officer is deemed solely as an employee of his hiring agency, which shall assume sole and exclusive responsibility for the payment of wages to the employee for services performed under this Agreement.

Section 4.9 A peace officer employed by a providing Party covered by this Agreement may make arrests outside the jurisdiction in which he is employed, but within the areas (any participating jurisdiction) covered by the Agreement, provided, however, that the law enforcement agency within the requesting jurisdiction shall be notified of such arrest without delay. The notified agency shall make available the notice of such arrest in the same manner as if said arrest were made by a member of the law enforcement agency of said requesting jurisdiction.

Section 4.10 Peace officers employed by the Parties to this Agreement shall have such investigative and other law enforcement authority in the jurisdictional area encompassed by this Agreement as is reasonable and proper to accomplish the purpose for which a request for mutual aid assistance is made.

Section 4.11 The Chief of the requesting agency or his designee shall be the final authority in deciding whether deadly force is required to bring a critical incident to an end; provided, however, that this authority shall not limit the authority of a peace officer, confronted with an immediate threat and no alternative, to use such force as may be required to preserve his life or the life of another. To the maximum feasible extent, time and negotiation shall be used to bring a critical incident to a close without loss of life or injury to a Party.

Article Five- Alamo Area Metro SWAT Team Criteria and Appointment

Article 5.1 The Alamo Area Metro SWAT Team is hereby created pursuant to this Agreement, as an emergency response team comprised of peace officers from the agencies, which are Parties to this Agreement. The command structure of the team will be defined and agreed to by the Chief of each agency represented under this Agreement within the operational policies established for the team. In appointing personnel to the Alamo Area Metro SWAT Team, each agency represented by this Agreement shall be subject to the foregoing articles and further subject to the following specific criteria:

- (a) Each Party to this Agreement shall use the same selection, training, uniform, fitness, and firearms standards to ensure the availability of peace officers specifically trained in responses to and management of critical incidents involving substantial risk of death or serious injury to persons.
- (b) Each Party to this Agreement shall provide not less than sixteen hours monthly of duty time for the joint training of peace officers from all the participating Parties.
- (c) Each Party shall also designate a peace officer to coordinate its participation in both training and callout incidents.

Article 5.2 All peace officers designated by each Party as qualified to be appointed to the Alamo Area Metro SWAT Team shall meet the following criteria as a minimum: not less than minimum full time experience established by the oversight committee; demonstrated ability to meet or surpass the fitness requirements established for team members; successful completion of an approved basic SWAT school in special tactics; and a minimal acceptable score on the firearms qualification course established for these officers. Further, officers assigned by each city are subject to reassignment from the response team at the discretion of the employing agency or command staff of the team if it is determined to be in the best interest of the team.

Section 6.2 All costs associated with the purchase and maintenance of a SWAT Team member, including but not limited to, clothing, equipment and weapons shall be the responsibility of the employing participating Jurisdiction of any team member. This equipment shall remain the property of the purchasing Jurisdiction. The maintenance and replacement of individual team member's equipment shall be the responsibility of the employing Jurisdiction. All uniforms, weapons, and equipment purchased by participating jurisdictions are required to meet minimum standards as established by the Oversight Committee.

Section 6.3 Any overtime costs associated with deployment operations or team training of SWAT Team members shall be the responsibility of the employing Jurisdiction of any participating team member.

Section 6.4 All parties understand there is need for equipment, and/or training for specialty positions within the team, that may be utilized by any qualified team member during the course of operations or training.

Section 6.5 Each participating Jurisdiction agrees that the annual contributions made pursuant to this Section shall be used for sustaining annual training and support, as well as capital replacement for an armored asset and other designated equipment.

- (a) \$6,500.00 represents the annual contributions by the Parties.
- (b) In exchange for the City of Selma's contribution of making use of Selma's armored asset available to the SWAT Team, the City of Selma shall not be required to pay into the fund.
- (c) Annual contributions may be approved by each Jurisdiction's governing body in the budget process on an annual basis. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- (d) The City of Live Oak will establish a single operational budget at the direction of the Oversight Committee. Participating Jurisdictions agree to leave any remaining balance from that calendar year in the operational budget, which will be held in the account to supplement/augment organizational operations with the approval of the Oversight Committee.

Article Six – Cost Sharing/Budget and Finance

The Parties agree to budget and finance provisions for costs incurred by or in connection with the operations, training, purchasing of assets and equipment for the SWAT Team, in accordance with the following:

Section 6.1 For purposes of general administration, the City of Live Oak shall be designated as the Host Police Department. The City's police department will coordinate budgetary expenditures with all participating jurisdictions and in association with the Oversight Committee.

Section 6.2 All costs associated with the initial and continued outfitting of a SWAT

- (e) In exchange for making the annual contributions and each participating Jurisdiction shall receive the full support of the team and equipment to support critical and planned incidents within its jurisdiction.

Section 6.6 By May of each year, the SWAT Team Commander will submit a proposed operational budget request for approval to the Oversight Committee, itemizing anticipated team/specialty training and team equipment purchase requests for the following budget cycle. Each participating Party will be responsible for their annual contribution of \$6,500.00 or the amount established by the oversight committee to be placed within their budget for consideration by respective City Councils. All team/specialty equipment purchases made during the calendar year will be documented via an inventory database spreadsheet. Training and equipment for individual team members will be the responsibility of each participating Party.

Section 6.7 During unusual occurrences, emergency expenses outside the parameters of the approved SWAT Team operational budget can be approved and ratified by agreement with a quorum of the Board. These expenses will be incurred only out of operational necessity (i.e., additional overtime or supplies related to a SWAT operation).

Section 6.8 All Parties intend that the budget and finance provision contained herein shall support the activities of SWAT Team operations, training, equipment, and vehicles.

Section 6.9 Any additional equipment or vehicle needs associated with Alamo Area Metro SWAT Team may be supported with funding under this section as determined by the Oversight Committee.

Section 6.10 The City of Live Oak will act as the Administrator of the Alamo Area Metro SWAT Team. The City of Live Oak's Finance Department will create a means to track and record the revenues and expenditures generated under this Agreement by creating a new separate Special Revenue Fund within the reporting structure of the City to specifically record the financial transactions under this Agreement. This fund will be audited annually as part of the City of Live Oak's annual audit process and will be reported as part of the City's annual Audit Report. The Live Oak Police Chief will serve as the administrative liaison between the Alamo Area Metro SWAT Team Oversight Committee and the City of Live Oak Finance Department for any required approval needed to disburse funds. As the administrative liaison, the Live Oak Police Chief will approve and authorize appropriate expenditures as directed by the Alamo Area Metro SWAT Team Oversight Committee and submit them to the Finance Department for final disbursement.

Article Seven – No Co-Partnerships

It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as creating or establishing the relationship by any of the parties as agent, representative, or employee of another party for any purpose, or in any manner, whatsoever.

Article Eight – Term, Renewals, and Amendments

This Agreement will be in effect for one (1) year from the effective date hereof and will be considered automatically renewed for each succeeding year, up to a total of ten (10) such years. This agreement may be reviewed annually, and any party may withdraw from participation in this Agreement, with or without cause, by giving at least thirty (30) days written notice to all of the other parties. The decision to withdraw from this Agreement by one Party will not impact the other Parties' participation in this Agreement. This Agreement may only be amended by a written instrument recommended by the Oversight Committee and approved by the Governing bodies of the Parties. This Agreement may only be amended by written agreement of all the undersigned Parties that have not withdrawn their respective participation under this Agreement.

If a participating jurisdiction elects to terminate their participation in this Agreement, they shall forfeit their rights to the assets and equipment, as well as their financial contributions to the Fund.

In the event the Parties agree to eliminate and dissolve this Agreement and the Oversight Committee, and the Parties agree to dissolve this Agreement prior to the tenth year of the Agreement, the parties shall distribute the assets and equipment based on a proportionate share of their participation in the Fund.

In the event another jurisdiction not a party to the initial agreement expresses an interest in participating, the Oversight Committee will evaluate the new jurisdiction's participation and vote on participation and terms, including the financial investment necessary to participate and an Interlocal agreement reflecting the new jurisdiction's participation and terms.

Article Nine – Benefit of Term, Renewals, and Amendments

This Agreement is intended for the exclusive and sole benefit of Alamo Area Metro SWAT Team and neither this Agreement nor any provision thereof shall be construed to confer or provide any benefit or right to any other person.

Article Ten – Severability Clause

If any provision of this Agreement or any application hereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

Article Eleven– Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Article Twelve – Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental or sovereign immunity.

Article Thirteen – Authorization

The undersigned officers and/or agents are properly authorized to execute this contract on behalf of the Parties hereto, and each hereby certifies to the other that any necessary resolution or order extending such authority has been duly passed and are now in full force and effect.

Article Fourteen – No Third-Party Rights

By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto.

Article Fifteen – Multiple Counterparts

This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall be considered fully executed as of the date when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterparts.

Article Sixteen – Venue

Venue for any legal actions arising out of this Agreement shall lie exclusively in Bexar County, Texas.

Article Seventeen – Notices and Contacts

Unless otherwise directed in writing, notices, reports, invoices, payments, and other documents shall be delivered to each jurisdiction as follows:

City of Cibolo
Attn: Police Chief
162 Loop 539 E.
Cibolo, TX 78108

City of Converse
Attn: Police Chief
402 S Seguin Rd.
Converse, TX 78109

Judson ISD
Attn: Police Chief
8012 Shin Oak Drive
Live Oak, TX 78233

City of Kirby
Attn: Police Chief
4130 Ackerman Rd

City of Live Oak
Attn: Police Chief
8022 Shin Oak
Live Oak, TX 78233

City of Seguin
Attn: Police Chief
350 N Guadalupe St.
Seguin, TX 78155

City of Selma
Attn: Police Chief
9375 Corporate Drive
Selma, TX 78154

City of Schertz
Attn: Police Chief
1400 Schertz Pkwy #6
Schertz, TX 78154

City of Universal City
Attn: Police Chief
2150 Universal City Blvd.
Universal City, TX 78418

City of Windcrest
Attn: Police Chief
8601 Midcrown Dr.
Windcrest, TX 78239

Notices mailed by any jurisdiction shall be deemed effective on the date mailed. Any jurisdiction may change its address for receipt of reports, notices, invoices, payments, and other documents by giving the other jurisdictions written notice of not less than seven (7) days prior to the effective date.

Alamo Area Metro SWAT Team
Cibolo, Converse, Judson ISD, Kirby, Live Oak
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

IN WITNESS WHEREOF, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

CITY OF CIBOLO

By: _____
City Manager

Date: _____

State of Texas

County of Guadalupe

Before me, the undersigned Notary Public on this day personally appeared _____, City Manager of the City of Cibolo, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Cibolo, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023

Alamo Area Metro SWAT Team
Cibolo, Converse, Judson ISD, Kirby, Live Oak
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

IN WITNESS WHEREOF, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

CITY OF CONVERSE

By: _____
City Manager

Date: _____

State of Texas

County of Bexar

Before me, the undersigned Notary Public on this day personally appeared _____, City Manager of the City of Converse, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Converse, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023

(seal)

NOTARY PUBLIC
STATE OF TEXAS

Alamo Area Metro SWAT Team
Cibolo, Converse, Judson ISD, Kirby, Live Oak
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

IN WITNESS WHEREOF, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

JUDSON INDEPENDENT SCHOOL DISTRICT

By: _____
JISD Board President

Date: _____

State of Texas

County of Bexar

Before me, the undersigned Notary Public on this day personally appeared _____, President of the Board of Trustees of the Judson Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the Judson Independent School District, a Texas independent school district, as President of its Board of Trustees, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023

(seal)

NOTARY PUBLIC
STATE OF TEXAS

Alamo Area Metro SWAT Team
Cibolo, Converse, Judson ISD, Kirby, Live Oak
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

IN WITNESS WHEREOF, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

CITY OF LIVE OAK

By: _____
City Manager

Date: _____

State of Texas

County of Bexar

Before me, the undersigned Notary Public, on this day personally appeared _____, City Manager of the City of Live Oak, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Live Oak, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023

(seal)

NOTARY PUBLIC
STATE OF TEXAS

Alamo Area Metro SWAT Team
Cibolo, Converse, Judson ISD, Kirby, Live Oak
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

IN WITNESS WHEREOF, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

CITY OF UNIVERSAL CITY

By: _____
City Manager

Date: _____

State of Texas

County of Bexar

Before me, the undersigned Notary Public, on this day personally appeared _____, City Manager of the City of Universal City, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Universal City, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023

(seal)

NOTARY PUBLIC
STATE OF TEXAS

Alamo Area Metro SWAT Team
Cibolo, Converse, Judson ISD, Kirby, Live Oak
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

IN WITNESS WHEREOF, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

CITY OF WINDCREST

By: _____
City Manager

Date: _____

State of Texas

County of Bexar

Before me, the undersigned Notary Public, on this day personally appeared _____, City Manager of the City of Windcrest, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Windcrest, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023

(seal)

NOTARY PUBLIC
STATE OF TEXAS

Alamo Area Metro SWAT Team
Cibolo, Converse, Judson ISD, Kirby, Live Oak
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

IN WITNESS WHEREOF, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

CITY OF SELMA

By: _____
Johnny Casias, City Administrator

Date: _____

State of Texas

County of Guadalupe

Before me, the undersigned Notary Public, on this day personally appeared Johnny Casias, City Administrator of the City of Selma, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Selma, a Texas municipal corporation, as its City Administrator, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023

(seal)

NOTARY PUBLIC
STATE OF TEXAS

Alamo Area Metro SWAT Team
Cibolo, Converse, Judson ISD, Kirby, Live Oak
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

IN WITNESS WHEREOF, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

CITY OF KIRBY

By: _____
City Administrator/Manager

Date: _____

State of Texas

County of Bexar

Before me, the undersigned Notary Public, on this day personally appeared _____, City Administrator/Manager of the City of Kirby, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Kirby, a Texas municipal corporation, as its City Administrator/Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023

(seal)

NOTARY PUBLIC
STATE OF TEXAS

Alamo Area Metro SWAT Team
Cibolo, Converse, Judson ISD, Kirby, Live Oak
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

IN WITNESS WHEREOF, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

CITY OF SAN ANTONIO

Alamo Area Metro SWAT Team
Cibolo, Converse, Judson ISD, Kirby, Live Oak
Seguin, Selma, Schertz, Universal City and Windcrest

INTERLOCAL COOPERATION AGREEMENT

IN WITNESS WHEREOF, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterparts executed by each entity.

CITY OF Schertz

By: _____
City Manager

Date: _____

State of Texas

County of Guadalupe

Before me, the undersigned Notary Public, on this day personally appeared _____, City Manager of the City of Schertz, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the City of Schertz, a Texas municipal corporation, as its City Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023

(seal)

NOTARY PUBLIC
STATE OF TEXAS

<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 27, 2023

AGENDA ITEM: 8. g.

Discussion And Possible Action On City Festival For The Year 2023

Council Member would like to approach Council about establishing or re-establishing a City Festival for the year of 2023.

<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 27, 2023

AGENDA ITEM: 8. h.

**Discussion And Possible Action On Opening Day Pool Party To Be A Approved City Event On
Saturday, May 27, 2023**

Council Member would like to approach council about making Opening Day Pool Party to be a city event.

<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 27, 2023

AGENDA ITEM: 8. h.

**Discussion And Possible Action On Opening Day Pool Party To Be A Approved City Event On
Saturday, May 27, 2023**

Council Member would like to approach Council about making Opening Day Pool Party to be a City event.