



*Janeshia A. Grider, Mayor*

Sylvia Apodaca  
Christopher Garza  
Joe Molina

Mike Martin  
Sally Hitt  
Maria Lozano

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**CITY COUNCIL AGENDA  
REGULAR MEETING  
THURSDAY, AUGUST 10, 2023 - 7:00 P.M.  
CITY HALL COUNCIL CHAMBER  
112 BAUMAN, KIRBY, TX 78219**

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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: August 10, 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

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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 Ensure 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 – July 13, 2023
- b. Regular Minutes – July 27, 2023

**7. Discussion And Possible Action**

- a. Discussion and Update on republic services contract and trash pickup process for the City Of Kirby
- b. Discussion and possible action On San Antonio Rugby Contract For Use Of Friendship Park Or Hugo Lentz Park
- c. Discussion, update and possible action related to Early Voting and Election Day location for Bexar County and City of Kirby
- d. Discussion and Feedback on City of Kirby Leadership Retreat
- e. Discussion And Possible Action on Christopher L. Garza's behavior at Ft. Sam Houston Golf Course Council Retreat Aug 5<sup>th</sup>,2023
- f. Discussion and Possible Action on initiating an Economic Development program for the City of Kirby (Kirby Dollar)
- g. Discussion Possible Action, and Update on the Back to School pool party August 12, 2023 from 12 p.m-4 p.m. at the Kirby Pool
- h. Discussion and Appropriate Action to Consider Setting the Date, Time, and Location for a Public Hearing on the Proposed FY 2023/2024 Budget. (City Manager)
- i. Discussion and Appropriate Action to Consider Setting a Proposed Tax Rate, and a Date, Time, and Location for a Public Hearing on the 2023 Tax Rate. (City Manager)

- j. Discussion and possible action to pass a Resolution R-2023-759 related to an Administrative Services Agreement between the City of Kirby and Kirby Senior Center

**8. Executive Session- The City Council will meet in Executive Session pursuant to Texas Government Code Sections 551.071, Consultation with Attorney, and 551.074, Personnel Matters to Discuss the following:**

a. Consultation with attorney to hear a complaint against an officer, Council Member Garza, and receive legal advice and recommendations regarding the possible investigation related to such complaint by an independent third-party investigator

b. Action Following Executive Session

- 1. Consideration and possible action, if required, following deliberation in closed session

**9. City Manager Announcements**

a. Announcements On City Events And Items Of Community Interest

**10. Request And Announcements**

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

**11. Adjournment**

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Dr. Brian Rowland  
City Manager

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Katelyn Ueckert  
Interim 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: August 7, 2023

TIME OF POSTING: 6:45 P.M.

- j. Discussion and possible action to pass a Resolution R-2023-759 related to an Administrative Services Agreement between the City of Kirby and Kirby Senior Center

**8. Executive Session- The City Council will meet in Executive Session pursuant to Texas Government Code Sections 551.071, Consultation with Attorney, and 551.074, Personnel Matters to Discuss the following:**

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DATE OF POSTING: August 7, 2023

TIME OF POSTING: 6:45 P.M.



*Janeshia A. Grider, Mayor*

Sylvia Apodaca  
Christopher Garza  
Joe Molina

Mike Martin  
Sally Hitt  
Maria Lozano

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**CITY COUNCIL MINUTES  
REGULAR MEETING  
THURSDAY, JULY 27, 2023 - 7:00 P.M.  
CITY HALL COUNCIL CHAMBER  
112 BAUMAN, KIRBY, TX 78219**

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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: July 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

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**1. Call Meeting to Order**

Mayor Grider called the meeting to order at 7:04 P.M.

**2. Invocation and Pledge of Allegiance to the Flag**

Mr. Rich leads 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:**

Mayor Pro-Tem Apodaca  
Council Member Garza  
Council Member Hitt  
Council Member Lozano  
Council Member Martin  
Council Member Molina  
Mayor Grider

**Absent:**

**5. Citizen Participation**

Suzan Street- speaks on Agenda postings and Discusses item G  
Roger Romans- Discusses Senior Center  
Jack Miller-

**6. Consideration Of And Action On Minutes**

a. Regular Minutes – June 22, 2023

Council Member Molina moved to accept the regular minutes June 22, 2023;  
seconded by Mayor Pro-Tem Apodaca. The motion carried with a 6-1 vote

AYE:

Mayor Pro-Tem Apodaca  
Council Member Hitt  
Council Member Lozano  
Council Member Martin  
Council Member Molina  
Mayor Grider

NAY:

Council Member Garza

b. Regular Minutes – July 13, 2023

Interim City Secretary requests to rereview July 13, 2023 Minutes

**7. Presentations**

a. Presentation On Proclamation For Patty Cox

Postpones to next meeting

**8. Discussion And Possible Action**

- a. Discussion And Possible Action On San Antonio Rugby Contract For Use Of Friendship Park Or Hugo Lentz Park. +

Postponed to next meeting

- b. Discussion And Possible Action On Fixing Borchers and Swann Ln Road.

Dr. Rowland request to move to next meeting for update and request on next agenda a possible reporting portal

- c. Discussion And Update On Ackerman Road Project.

Agenda item C discussed

- d. Discussion And Possible On Allowing Firearms Into Kirby City Hall.

Council opens discussion about this topic no action made  
Jack Miller discusses agenda item D

- e. Discussion And Possible Action to select a date for the City of Kirby's back to school pool party

Council discussed agenda item E and agreed that August 12 from 12-4 would be an acceptable date and time

Attorney states no need to make a vote for this item

- f. Discussion And Possible Action On Tyler Technologies Amendment Renewal Term For A (1) One Year.

Motion made by council member Garza and seconded by Council member Hitt to amend the renewal term with Tyler Technologies for one year giving city manager the opportunity to negotiate

AYE:  
Mayor Pro-Tem Apodaca  
Council Member Garza  
Council Member Hitt  
Council Member Lozano  
Council Member Martin

NAY:

Council Member Molina  
Mayor Grider

Motion passes with a 7-0 vote

- g. Discussion and possible action on City of Kirby Mayor and City Council Leadership Retreat for August 5, 2023.

All council members discuss the retreat on Aug 4<sup>th</sup> at 6pm-10pm and Aug 5<sup>th</sup> at 9am-5pm

Jack Miller discusses agenda item g

Consensus made that all Council members are okay with these dates and times

- h. Discussion and possible action on City of Kirby 2023/2024 Budget Schedule

Dr Rowland discusses providing the document for reference for retreat

Garza requests a department wish list

Dr Rowland discusses other dates for discussion and states Council will get that information out of the presentation at the retreat

No action made

- i. Discussion and possible action on iWork's Agreement for work order system for Public Works.

Motion made by Council Member Martin seconded by Council Member Garza to give r Rowland permission to purchase iWork's agreement as he sees fit for the work order agreement for public works

Motion passes

AYE:

NAY:

Mayor Pro-Tem Apodaca

Council Member Garza

Council Member Hitt

Council Member Lozano

Council Member Martin

Council Member Molina



**9. City Manager Announcements**

- Thanks council for their service
- Updates on early voting and elections for contract
- Updates on Interim City Secretary progress
- Updates on TML in Dallas
- Announces hog wild event is the next day
- Updates on the CDBG Administrator workshop
- Discusses possible changes to the website to a more modern website
- Announces city staff as well as council will be getting ID badges for professional dress code
- Announces upcoming interviews for finance direct and public works director and supporting staff

**10. Request And Announcements**

- Council Member Lozano thanks the City staff for their work also says thanks to Kirby Senior Center director, states she would like to see if there is a via bench off old Seguin rd and if a cover roof top could be placed over it due to the heat conditions, also would like to see on agenda the way the voting goes, also gives deepest prayers and condolences to Dr. Rowland
- Council Member Garza discusses the audio in Council Room, also discusses posting of council agendas, would also like to see the decision process on the agenda as to why the decisions were made about the senior center to be transparent with the public, would like to see action on budget for police department, Gives Condolences to Dr. Rowland
- Council Member Molina Thanks City Staff for hard work and gives condolences to Dr. Rowland, would like to see who request on the agenda, asks for action on restrooms at Hugo Lense Park, thanks everyone for their attendance at the council meeting
- Mayor Pro-Tem Apodaca announces Christus Mobile Clinic is having an immunization clinic the next day will be the August 14<sup>th</sup> from 9-2 at Woodlake Elementary and August 17<sup>th</sup> from 9-2 at Metzger, Judson having a block party Aug 1 6pm-8:30p, Gives thanks to city staff
- Council Member Hitt gives thanks to everyone who came out for the meeting and thanks staff
- Council Member Martin thanks Kirby staff for hard work and gives condolences to Dr. Rowland, would like an update on cool cooler for employees out in the heat, discussed Fema Training and Open Meetings act training as well as Public Information Act training, would like an explanation on next agenda for decisions surrounding Senior Center

- Mayor Grider thanks San Antonio metro health and also announces Vaccinations will be held at city hall Aug 2<sup>nd</sup>, having a free youth event at Kirby city park, thanks Former Mayor Aldrich for helping with making bows for event, asks for action on restrooms for Hugo Lense Park, thanks Dr. Rowland and Gives Condolences

## **11. Adjournment**

The meeting adjourned at 9:53 P.M.

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Dr. Brian Rowland  
City Manager

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Katelyn Ueckert  
Interim City Secretary

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DATE OF POSTING: July 24, 2023

TIME OF POSTING: 6:45 P.M.

DATE REMOVED



*Janeshia A. Grider, Mayor*

Sylvia Apodaca  
Christopher Garza  
Joe Molina

Mike Martin  
Sally Hitt  
Maria Lozano

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**CITY COUNCIL MINUTES  
REGULAR MEETING  
THURSDAY, JULY 13, 2023 - 7:00 P.M.  
CITY HALL COUNCIL CHAMBER  
112 BAUMAN, KIRBY, TX 78219**

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Topic: Regular City Council Meeting

Date and Time: July 13, 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

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**1. Call Meeting to Order**

Mayor Grider called the meeting to order at 7:06 P.M.

**2. Invocation and Pledge of Allegiance to the Flag**

Mr. Rich leads 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**

<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: July 13, 2023**

**AGENDA ITEM: 7 a.**

**Discussion and Update on republic services contract and trash pickup process for the City Of Kirby**

<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

## MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the "**Agreement**") is made and entered into this 1<sup>st</sup> day of June 2023 ("**Effective Date**"), by and between the City of Kirby, Texas ("**City**"), and BFI Waste Services of Texas, LP dba Republic Services of San Antonio, a Delaware corporation qualified to do and actually doing business in the State of Texas ("**Company**").

### RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

WHEREAS this Agreement to provide Services has been successfully awarded to the Company by the City pursuant to a RFP;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

### TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations ("**Location Types**") within the territorial jurisdiction of the City (the "**Services**"):

#### Location Types

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Residential Units      | <input checked="" type="checkbox"/> Large Commercial Units     |
| <input checked="" type="checkbox"/> Small Commercial Units | <input checked="" type="checkbox"/> Industrial Permanent Units |
| <input checked="" type="checkbox"/> Municipal Facilities   | <input checked="" type="checkbox"/> Industrial Temporary Units |

2. Newly Developed Areas. If the City develops new areas (of the same Location Types as designated above) within the City's territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are

City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid by City.

8.2 Invoicing the Customer Directly. Company shall invoice each individual Customer for Industrial Permanent and Temporary Services rendered to such Customer under this agreement within 10 days following the end of the month, and the Customer shall pay Company's invoices. The Company shall pay to the City the seven percent (7%) franchise fee (Exhibit A) that the Company receives for those services. The fee shall be paid quarterly to the City by January 31, April 30, July 31, and October 31, of each year during the term of this Contract.

8.3 Payment. The City or Customer, as applicable, shall pay each of Company's invoices without offset within twenty (20) days of receipt of Company's invoice. Payments may be made by check or ACH only. Payments may be made by check or ACH only. Payment by credit card will incur a three percent (3%) convenience fee added to the invoice total. City shall pay Company's invoices in full irrespective of whether or not the City collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the City or Customer, as applicable, withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

8.4 Service Suspension.

8.4.1 Unpaid Invoices. If any amount due from the City is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the City has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the City shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.4.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the City.

8.5 Audits.

incurred by Company in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

13. **Equipment; Access.** Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The City shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The City shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or possession of the equipment by the City or the Customers. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement.
14. **Risk Allocation.** Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
15. **Insurance.** During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

**Workers' Compensation**

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

**Automobile Liability**

Bodily Injury/Property Damage Combined - Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

**Commercial General Liability**


Bodily Injury/Property Damage Combined - Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

**CITY OF KIRBY, TEXAS**

**BFI WASTE SERVICES OF TEXAS, LP DBA  
REPUBLIC SERVICES OF SAN ANTONIO**

By:   
Name: Roxanne Carranza  
Title: Interim City Manager  
Date: 5/30/23

By:   
Name: William K. Rich II  
Title: GENERAL MANAGER  
Date: 5/30/23



2.10 Industrial Temporary Unit – An industrial, residential, commercial or municipal premise requiring use of a large container for the collection of its Solid Waste or Construction Debris on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.11 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.12 Municipal Facilities – Those specific municipal premises as set forth on Exhibit C of this Agreement, if any.

2.13 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.14 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.15 Small Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires no more than three (3) ninety-six (96) gallon containers per collection day for the collection of its Solid Waste. Examples of Small Commercial Units include offices, stores, service stations, restaurants, amusement centers, schools, and churches.

2.16 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.17 Waste Material – All nonhazardous Municipal Solid Waste and Recyclable Material, Yard Waste, Bulky Waste and Construction Debris generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

### 3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide waste collection service at least once per week.

3.9 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.10 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.11 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.12 Customer Education. The City shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

3.13 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons]

6. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Batteries of any type
- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)
- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

<u>Container Size</u>	<u>Frequency</u>	<u>Rate per Month</u>
3yd FEL Can -	2x/week	\$223.54
3yd FEL Can -	3x/week	\$302.28
3yd FEL Can -	4x/week	\$414.03
3yd FEL Can -	5x/week	\$520.68
4yd FEL Can -	1x/week	\$137.20
4yd FEL Can -	2x/week	\$243.83
4yd FEL Can -	3x/week	\$324.67
4yd FEL Can -	4x/week	\$452.11
4yd FEL Can -	5x/week	\$571.48
6yd FEL Can -	1x/week	\$172.76
6yd FEL Can -	2x/week	\$302.28
6yd FEL Can -	3x/week	\$403.88
6yd FEL Can -	4x/week	\$546.09
6yd FEL Can -	5x/week	\$683.27
8yd FEL Can -	1x/week	\$195.60
8yd FEL Can -	2x/week	\$337.82
8yd FEL Can -	3x/week	\$444.51
8yd FEL Can -	4x/week	\$632.46
8yd FEL Can -	5x/week	\$800.12
8yd FEL Can -	6x/week	\$959.97

Commercial Container - Extra Lift	\$101.23 each extra lift
Commercial Container - Delivery Fee	\$31.63 each can
Commercial Container - Removal & Exchange Fee	\$50.61 each can

**All charges above, for Commercial Collection, do not include Franchise Fees or Sales Tax**

### **III. Industrial Permanent and Temporary Rolloff Service:**

Haul Fee (20, 30 & 40yd Open Top) -	\$246.74 per haul, plus disposal
Haul Fee (Compactor) -	\$295.00 per haul, plus disposal
Disposal Fee -	\$36.69 per ton on all tons
Rental Fee (Open Top) -	\$ 5.06 per day
Delivery Fee -	\$126.53 per delivery
Container Relocation Fee -	\$113.88 per relocation
False Alarm Fee -	\$158.17 per occurrence
Excess Disposal Charges -	\$0.05 per lb over 10 tons per load

Compactor Rental Charges will be based on individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed by Contractor and such customers.

**Above pricing does not apply to special waste volumes.**

- Company shall provide an Annual Household Hazardous Material Collection event, one (1) time per year. Company will contribute up to \$15,000 toward the cost of the annual event. City will be responsible for any remainder of the total event cost and shall reimburse the Company for all expenses in excess of \$15,000.

**All charges above, for Municipal Services, do not include Franchise Fees or Sales Tax.**

**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: July 13, 2023**

**AGENDA ITEM: 7 b.**

Discussion and possible action On San Antonio Rugby Contract For Use Of Friendship Park Or Hugo Lentz Park

San Antonio Rugby is wanting to bring the San Antonio Rugby Football Club to Kirby. They are requesting the use of Friendship Park from the back of the tennis courts, to the creek, and also towards the rear of the park for their events.

<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

**San Antonio Rugby Football Club**  
**Partnership Proposal with Friendship Park**



## Mission

The mission of the San Antonio Rugby Football Club is to promote and cultivate a culture of rugby and fitness for all, with a particular focus on fostering the growth and development of youth rugby. We are dedicated to providing opportunities for active rugby competitions for players of all ages and genders, creating a vibrant community through ongoing outreach initiatives. As passionate stewards of the great sport of Rugby, we strive to instill essential values of teamwork, discipline, and sportsmanship in our youth programs while nurturing a love for the game that will last a lifetime. Through our commitment to youth rugby and community engagement, we aim to shape the next generation of rugby players and enthusiasts, contributing to the continued growth and success of rugby in San Antonio and beyond.

## Vision

San Antonio Rugby Football Club envisions becoming the unparalleled premier destination for rugby training and events in the United States, while also taking a leadership role in nurturing the growth and development of rugby for all ages. With an unwavering commitment to fostering a vibrant rugby culture, we aim to provide a competitive environment that elevates the level of play within the Texas Rugby Union.

Our geographic advantage, situated for year-round play, combined with the city's thriving tourism industry, contributes to creating a dynamic destination atmosphere. Moreover, our close-knit ties with the military infrastructure offer a robust support system that reinforces our ability to make a lasting impact on the rugby community.

As an organization, we aspire to be a beacon of community engagement, providing ample opportunities for men, women, and youth to actively participate in rugby and fitness activities. Through our dedicated youth programs, we seek to instill essential values of teamwork, discipline, and sportsmanship in the next generation of rugby players.

With a strong sense of responsibility as stewards of the great sport of Rugby, San Antonio Rugby Football Club remains steadfast in shaping the future of rugby in the region and beyond. Our vision extends beyond mere excellence in rugby; it encompasses the creation of an inclusive and thriving rugby community that fosters passion, camaraderie, and lasting memories for all those who share in the joy of the game.



## History of Rugby and San Antonio Rugby Football Club

Rugby, one of the fastest-growing sports in the United States, often remains misunderstood as a fringe sport despite its global popularity. Surprisingly, it ranks as the second most popular sport worldwide, following soccer. Countries such as those in Europe, Australia, and South Africa treat rugby teams and players with a celebrity status that rivals even NFL players in the United States. International rugby matches frequently fill massive 80,000 seat stadiums, highlighting its significant global appeal.

Between 2007 and 2010, rugby witnessed an astounding surge in participation, adding over 513,000 individuals to reach a total of 1,103,000 participants by 2010. Presently, it is estimated that more than 1.5 million people actively participate in rugby in the United States. The USA Rugby Association, the national governing body, reported 450,000 members actively playing club rugby in 2015, a testament to the sport's enduring growth.

Dubbed as a dynamic blend of football and soccer, rugby captivates players and fans with its fast-paced gameplay, lasting 80 minutes without timeouts and with only a brief 5-minute halftime. One of rugby's unique aspects is its all-encompassing nature, allowing players of all shapes and sizes to find a position suited to their strengths. Emphasizing sportsmanship and camaraderie, rugby is more than just a game; it fosters a welcoming social environment where home teams host visiting teams and post-game gatherings are filled with cheerful exchanges and a sense of community.

The roots of the San Antonio Rugby Football Club (SARFC) trace back to the rugby renaissance of the late 1960s and early 1970s in the United States. In 1971, SARFC was established in San Antonio by Harry Laws and four other enthusiasts. Amid the rapidly expanding rugby scene in Texas, the team quickly gained dominance in Texas rugby. Over the years, SARFC has grown into one of the largest and most influential rugby teams in Texas and the entire United States, boasting over 120 active members and a remarkable alumni base of over 1600 individuals.

Throughout its 52-year history and beyond, SARFC remains committed to upholding the spirit of rugby, promoting sportsmanship, and continuing to leave a lasting impact on the local and national rugby community. With a rich tradition and a strong foundation, SARFC stands poised to continue shaping the future of rugby in San Antonio and beyond.

## Rugby Explained

**Brief Sport History:** A student at the Rugby School in England, William Webb Ellis, was playing soccer in 1823 when he picked up the ball and ran down the field to score. From this point, the game of rugby was formed. Today rugby is played in over 100 countries because Mr. Ellis picked up the ball and ran with it.

**Scoring:** There are four ways to score points in a rugby game.

- **Try** – When the ball is grounded over an opponents' goal line in their 'try zone' it is worth 5 points.
- **Conversion** – After scoring a try the scoring team gets an attempt to kick the ball over the crossbar and through the posts of the rugby uprights. A conversion is worth 2 points.
- **Penalty** – If the opposition commits a penalty, a team can choose to kick at the goal. A penalty kick is worth 3 points.
- **Drop Goal** – During play a team may drop the ball on the ground and kick it over the goal, this is called a drop goal. This is worth 3 points.

**Number of Players:** Traditional rugby consists of 15 players on each side. Other versions of the game include 10 players on each side and seven players on each side, called Sevens. Rugby Sevens was recently added back into the Olympic Games for 2016 in Rio de Janeiro.

**Duration:** Traditional rugby with 15 players on each side consists of 40-minute halves and a 5 minute half time.

**Field:** Rugby is played on a field not exceeding 100 meters in length (excluding two try zones) and 70 meters wide.

**Passing:** The rugby ball can only be passed laterally or backwards. There are no forward passes in rugby. If a forward pass is made it is an infringement of the rules and results in a scrum awarded to the other team.

**Tackling:** Rugby is a continuous, full contact sport. What this means is that once a tackle is made, play continues. A tackle occurs when the ball carrier is taken to the ground by a member of the opposition. Once tackled, a ball carrier must release the ball. Once a player makes a tackle, he/she must roll away from the play.

**Ruck:** Once a player is tackled to the ground, a ruck is formed when one or more players from each team close around the ball. The ball then emerges, and play continues.

**Maul:** When the ball carrier is held up by a member of the opposition and by a member on his/her own team, it is called a maul. The ball can either be removed from the maul or taken to the ground, which then forms a ruck.

**Scrum:** A scrum is used to restart play after a minor infringement occurs (i.e. forward pass). The scrum consists of eight of the 15 players, called forwards. These eight players bind together and come head-to-head with the eight players of the opposition. The ball is thrown into the middle of the scrum on the ground and the players work with their feet to hook the ball behind them, making it available to play. The ball is then collected by the scrumhalf and passed out to the back line.

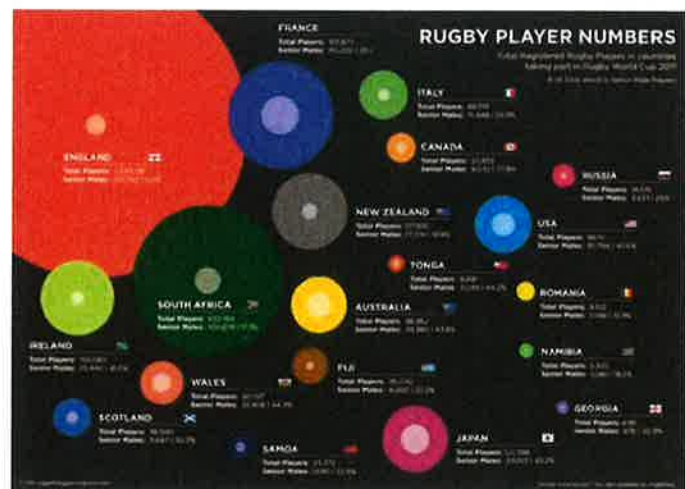
**Lineout:** When the ball goes out of bounds, play is restarted with a lineout. Two lines are formed with opposing teams. The ball is thrown in the air in the tunnel between the lines. Teams will lift players to contest for the ball.

## Rugby's Reach

The earliest countries to adopt rugby union were England, the country of inception, and the other three Home Nations, Scotland, Ireland and Wales. The spread of rugby union as a global sport has its roots in the exporting of the game by British expatriates, military personnel, and over-seas university students. The first rugby club in France was formed by British residents in Le Havre in 1872, while the next year Argentina recorded its first game: 'Banks' v 'City' in Buenos Aires.

At least six countries have adopted rugby union as their de facto national sport; they are Fiji, Georgia, New Zealand, Samoa, Tonga and Wales.

Other nations that play rugby include Japan, India, Australia, South Africa, China, South Korea, The Philippines, Hong Kong, Canada, Mexico, Russia, Argentina, Brazil and Chile.



## Rugby Fast Facts

- There are 1,130,000 Rugby participants in the U.S.
- There are 373,000 core (8+ /year) Rugby participants in the U.S.
- 68% of all Rugby participants are male; 80% of core (8+/year) Rugby participants are male.
- 66% of all Rugby participants are between 25 to 54 years old; 73% of core (8+/year) Rugby participants are between 18 to 44 years old.
- 43% of all Rugby participants have a household income of at least \$75,000 per year.
- 65% of all Rugby participants reside in a market size of 2,000,000+.
- 55% of all Rugby participants have a college degree or higher.
- 38% of all Rugby participants also play tackle football, 40% play outdoor soccer, and 38% play indoor soccer.



## Facilities

SARFC is currently in search of a permanent home that aligns with our vision of establishing a premier destination for rugby training and events in the United States. For the past decade, we have utilized Wheatley Heights Sports Complex, but due to its ongoing renovation, we have relocated to Olmos Basin Park in the heart of San Antonio. While this new location offers certain advantages, such as easy accessibility for members across the city, proximity to other attractions, and ample space, it presents several significant challenges.

One of the main drawbacks of Olmos Basin Park is the lack of proper facilities. The absence of lighting, spectator stands, and storage space restricts our ability to fully cater to our growing membership and increasing number of teams. Moreover, the park's inadequate irrigation system results in an often unplayable and hard playing surface, making it challenging to utilize the field effectively. Additionally, adverse weather conditions frequently prevent us from using the park for practice and events.

To ensure the growth and success of SARFC, we are actively seeking a new location that addresses these shortcomings and enables us to realize our ambitious goals. Our ideal space will accommodate the development of multiple fields, a club house equipped with changing rooms for both home and visiting teams, a social area for event preparation, ample storage for training equipment and gear, a scoreboard for games, and comfortable spectator stands to enhance the overall rugby experience for the community and fans.

By securing a suitable site for our rugby club, we aim to create a lasting impact on the sport's development and promote a vibrant rugby culture within San Antonio. This new venue will not only meet the immediate needs of our growing membership but also position SARFC as a prominent rugby destination and hub for training, events, and community engagement. With a permanent home that fulfills our vision, SARFC is poised to embark on an exciting chapter of growth and success in the world of rugby.

## San Antonio Rugby Football Club Complex – Friendship Park

San Antonio Rugby Football Club (SARFC) is excited to announce its plans for expansion and relocation to create a premier destination for rugby training and events in the United States. As part of this expansion, we are committed to enhancing our youth programs, which have been a focus of our organization over the past decade and continue to experience significant growth.

### **Youth Programs:**

Our youth program has been an integral part of SARFC's mission to promote and cultivate a culture of rugby and fitness within the community. We firmly believe in expanding the reach of rugby to the younger generation and encouraging active participation in the sport. To achieve this, we have designed comprehensive programs catering to different age groups, including high school, middle school, and elementary school.

### **High School Programs:**

For high school students, we have developed a structured and competitive rugby program aimed at nurturing talent and fostering a deep appreciation for the sport. Through partnerships with local schools and educational institutions, we intend to offer regular training sessions, coaching clinics, and inter-school competitions. By providing young athletes with a supportive and challenging environment, we aim to groom the next generation of rugby stars.

### **Middle School Programs:**

Our middle school programs are designed to introduce students to the sport of rugby and develop their fundamental skills. We collaborate with middle schools in the area to implement a well-organized curriculum that introduces the basics of rugby in a safe and enjoyable manner. By instilling a love for the game at this age, we hope to see many of these participants continue their rugby journey through high school and beyond.

### **Elementary School Outreach:**

To create a lasting impact and foster rugby's growth, we are actively reaching out to elementary schools in the community. We have secured a grant to support the initiation of 4 to 6-week rugby programs within these schools. By working closely with physical education directors and providing them with a comprehensive blueprint, we aim to introduce rugby to a wider audience at a younger age. Through these touch leagues and introductory programs, we hope to spark an interest in rugby and promote an active lifestyle from an early age.

### **Community Involvement:**

SARFC is committed to being an integral part of the local community and promoting the sport of rugby beyond our club. We actively engage in ongoing community outreach efforts, encouraging participation from all ages and genders. By hosting events, workshops, and exhibitions, we aim to create awareness about rugby's values of teamwork, respect, and camaraderie.

**SARFC's Future Complex:**

The expansion and relocation project will play a crucial role in facilitating the growth of our youth programs. The proposed complex will include multiple fields dedicated to youth training and competitions. Additionally, we plan to build a modern club house equipped with changing rooms for both home and visiting teams, a social area for preparing meals during events, a storage facility for training equipment and gear, and a scoreboard for games. Spectator stands will ensure that the community and fans can enjoy matches in comfort and create a vibrant rugby atmosphere.

**Funding and Sustainability:**

Our ongoing revenue generated through player dues, sponsorships, and events will provide a strong financial foundation for the complex's maintenance and sustainability. We have also allocated seed funds for the initial exploratory phase of the project. Additionally, the commitment from multiple alumni to provide financial support further strengthens our vision for the future.

## Project and Proposal Overview:

SARFC requests the use of the field area in Friendship Park, spanning from the tennis courts across to the creek area at the back of the park (as shown in the attached map). Our vision is to develop three playable rugby fields, accompanied by the construction of essential facilities such as a pavilion, concession stand, and locker rooms, all to be approved by the City of Kirby. This development will require installation of lighting and irrigation systems to ensure the fields meet the necessary standards for rugby activities.

### **Maintenance and Exclusive Access:**

As part of the agreement, SARFC commits to maintaining the contracted grounds, including covering the cost of electricity and water usage. The club will bear the responsibility for all maintenance expenses to ensure the fields remain in optimal condition. Additionally, we request exclusive access to the designated area to foster a safe and dedicated environment for our rugby programs.

### **Financial Contribution:**

To support this joint endeavor, SARFC will pay the City of Kirby an annual fee of \$5,000 for the use of the field area in Friendship Park.

### **Field Development and Cost Sharing:**

The development of the fields will occur in three phases:

#### **Phase 1: Removal of Concrete Slabs**

During this phase, we request the City's assistance in removing three concrete slabs that are currently not in use. City will replace these slabs with suitable aggregate to prepare the area for rugby field development. This phase will be scheduled and completed as soon as possible.

#### **Phase 2: Initial Field Development (Field 1 and Field 2)**

In the second phase, SARFC will proceed with the reorientation of the fields to finalize their layout. These fields will include lighting for field 1 and irrigation for both Field 1 and Field 2. We propose a cost-sharing arrangement, where SARFC will bear 50% of the expenses, and we kindly ask the City of Kirby to contribute the remaining 50%.

#### **Phase 3: Lights Field 2 and Development Field 3**

The third phase will involve the addition of lights to Field 2 and irrigation for Field 3. We propose a cost-sharing arrangement, where SARFC will bear 50% of the expenses, and we kindly ask the City of Kirby to contribute the remaining 50%. This phase will also require the use of the area currently used as a turnaround space, we would kindly ask the city to pay the cost of changing this layout.



**Lease Term and Renewal:**

We propose a lease term of 25 years, with the option to renew for another 25 years, provided all lease items are in compliance.

**Positive Impact on the Community:**

SARFC's expansion plans, along with the development of the field area in Friendship Park, will bring numerous benefits to the City of Kirby. Our hosting of rugby tournaments will attract players, spectators, and visitors from outside the city, boosting the local economy through increased spending on accommodations, dining, and services. Moreover, our youth programs will enrich the lives of young residents, fostering a culture of fitness, teamwork, and camaraderie.

By forging a mutually beneficial partnership with the City of Kirby, we are committed to investing in the growth and development of rugby within the community, while also contributing to its overall well-being and prosperity. The proposal will have a significant impact on Kirby, including:

- **Economic Boost:** Hosting rugby tournaments will attract visitors and players, stimulating local spending on accommodations and services, thereby enhancing the city's economic activity.
- **Revenue Generation:** SARFC's annual fee to the City will provide additional revenue that can be invested in improving parks, recreational facilities, and community initiatives.
- **Active Lifestyle Promotion:** Through youth programs and touch leagues, residents of all ages will be encouraged to lead healthier and more active lives.
- **Community Engagement:** Rugby events and programs will foster a strong sense of community and camaraderie among Kirby's residents.
- **Enhanced Park Facilities:** The development of three playable rugby fields and additional facilities will enhance the appeal of Friendship Park as a vibrant recreational hub.
- **Positive Image:** Establishing a premier rugby destination in Kirby will enhance the city's reputation, attracting visitors, residents, and businesses.
- **Youth Development:** SARFC's engagement with local schools will nurture essential values of teamwork, discipline, and respect in young individuals.
- **Long-Term Partnership:** The proposed 25-year lease term demonstrates SARFC's commitment to a sustained partnership with Kirby.
- **Utilization of Unused Space:** Transforming the underutilized area in Friendship Park into a vibrant, community-oriented location will maximize its potential.

- **Regional Attraction:** Kirby's rugby facility has the potential to attract regional and national events, positioning the city as a significant sporting destination.

The proposed partnership will positively impact the community by enhancing the local economy, fostering an active and engaged population, and transforming Friendship Park into a vibrant recreational asset. With a shared vision for the future, we eagerly await the opportunity to work together and realize this vision for the benefit of Kirby's residents and visitors alike.

## Estimated Improvement Costs

<b>Phase 1 (Existing Field)</b>	
Field Repair and Preparation	\$1,500
Installation of Goal Posts	\$2,000
Installation of Temporary Lighting	\$8,000
Removal of Slabs	\$2,000
<b>Total</b>	<b>\$13,500</b>

<b>Phase 2 (Field 1 and 2) (Lights only on 1)</b>	
Field Repair and Preparation	\$3,000
Re-Install Goal Posts	\$500
New Goal Posts (Field 2)	\$2,000
Light Fixture	\$1,200
Installation of Light Posts	\$24,000
Electrical Work	\$10,000
Irrigation Work	\$25,000
<b>Total</b>	<b>\$65,700</b>

<b>Phase 3 (Field 3) (Lights only on 2)</b>	
Field Repair and Preparation	\$1,500
Install Goal Posts	\$2,000
Light Fixture	\$1,200
Installation of Light Posts	\$12,000
Electrical Work	\$10,000
Removal of Turn Area	\$2,000
<b>Total</b>	<b>\$28,700</b>
*This install would only require installation of 3 posts as poles from sideline of field 1 will be used for lights	

Our total project cost is estimated at \$107,900, and we wholeheartedly understand the significance of this investment. Demonstrating our dedication to the success of this endeavor and our strong commitment to the City of Kirby, we are willing to contribute 50% of the total project costs. This showcases our belief in the potential of this project and its long-term positive impact on the community.

Phase 1 entails crucial initial steps to prepare the existing field for rugby activities, including field repair, goal post installation, and temporary lighting. The estimated cost for Phase 1 is \$13,500, with SARFC covering 50% of this expense.

In Phase 2, we plan to develop Field 1 and Field 2, which will involve substantial investments in lighting, goal posts, electrical work, and irrigation. The total projected cost for Phase 2 is \$65,700, with SARFC pledging to contribute 50% of this amount.

Phase 3 considers the development of Field 3, with lights installed on Field 2 to minimize costs. The estimated cost for Phase 3 is \$28,700, with SARFC again committing to cover 50% of the expenses.

Over the course of the 25-year lease term, the City of Kirby can rest assured that its investment will be recovered, and the project's long-term positive impacts will be felt by the community. SARFC's commitment to paying \$5,000 annually and generating additional revenue through rugby tournaments further reinforces our dedication to the project's success and its benefits for the city.

## Proposed Site

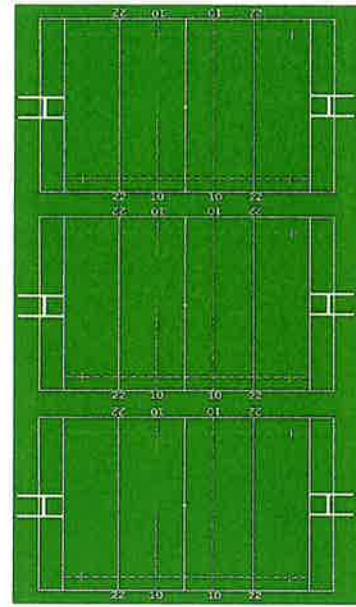
Aerial view of site



## Maintenance/Operations

Ongoing maintenance of the property is estimated to be about \$500 per month with utilities cost around \$300 per month. Additional supplies will run about \$500 per quarter for fertilizer, seed and other necessary items.

SARFC will be responsible for all maintenance and utilities.



## Economic Impact

San Antonio Rugby Football Club (SARFC) serves as a significant economic driver for the city of San Antonio, generating substantial revenue through its home matches, tournaments, and hosting of visiting teams. With a dedicated fan base and a growing number of players, SARFC consistently brings a considerable influx of visitors to the area, contributing to the local economy in multiple ways.

SARFC's home matches, totaling up to 8 per year, draw sizable crowds, including both players and accompanying non-players. These matches attract an average of 192 overnight visitors to San Antonio, with an estimated 336 non-players or fans attending each game. These visitors inject an estimated \$45 each into the local economy, resulting in a significant economic impact of over \$15,000 per game, culminating in an annual contribution of over \$55,000.

Moreover, SARFC's commitment to hosting a minimum of 2 tournaments annually enhances the city's economy even further. These tournaments, with over 100 players participating, offer opportunities for players to bring additional guests, resulting in longer stays. The increased length of stay by both players and fans contributes to a higher economic impact, amounting to almost \$190,000 per year.

The club's hosting of up to 3 traveling teams each year, often from outside the United States, brings unique opportunities for the San Antonio community. With these teams typically comprising 25-40 individuals, they tend to stay in the area for extended periods, further benefiting local businesses and attractions. The total economic impact of these events is approximately \$95,000 annually, making a significant contribution to the local economy.

SARFC remains committed to expanding its reach and hosting capabilities, with the goal of increasing visiting clubs to as many as six per year. By doing so, we anticipate a sustained growth in economic impact, fortifying San Antonio's position as a sought-after destination for rugby events and international clubs.

Over the next 5 years, considering the total number of games played and events held, SARFC estimates a remarkable cumulative contribution of \$1.7 million to the San Antonio economy. This remarkable figure underscores the far-reaching and positive influence of rugby events on the local community, supporting businesses, and promoting tourism in the region.

In conclusion, San Antonio Rugby Football Club's endeavors extend beyond the realm of sports, fostering a vibrant economic environment by attracting visitors, creating business opportunities, and contributing to the overall prosperity of San Antonio and neighboring cities. Our commitment to community engagement and dedication to growth make us a reliable partner in enhancing the city's economy and cultural landscape.

Regular Games			
Item	Spend	Units	Total
Hotel	\$ 149.00	1	\$ 149.00
Food	\$ 75.00	2	\$ 150.00
Other	\$ 60.00	2	\$ 120.00
Total			\$ 419.00
Overnight Players			12
Player Impact	\$		\$ 5,028.00
Games			8
Other Spend			\$ 45.00
Traveling Players (Non-Overnight)			336
Fan Impact	\$		\$ 15,120.00
Total Impact			\$ 55,344.00

Tournaments			
Item	Spend	Units	Total
Hotel	\$ 149.00	2	\$ 298.00
Food	\$ 75.00	6	\$ 450.00
Other	\$ 60.00	6	\$ 360.00
Total			\$ 1,108.00
Overnight Players			75
Player Impact	\$		\$ 83,100.00
Tournaments			2
Other Spend			\$ 65.00
Traveling Players (Non-Overnight)			350
Fan Impact	\$		\$ 22,750.00
Total Impact			\$ 188,950.00

Traveling Teams			
Item	Spend	Units	Total
Hotel	\$ 149.00	3	\$ 447.00
Food	\$ 75.00	3	\$ 225.00
Other	\$ 100.00	3	\$ 300.00
Total			\$ 972.00
Overnight Players			30
Player Impact	\$		\$ 29,160.00
Teams			3
Other Spend			\$ 45.00
Traveling Players (Non-Overnight)			180
Fan Impact	\$		\$ 8,100.00
Total Impact			\$ 95,580.00

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between THE CITY OF KIRBY, TEXAS, a municipal corporation, whose address is \_\_\_\_\_ ("Lessor"), and SAN ANTONIO RUGBY FOOTBALL CLUB, a Texas nonprofit organization, whose address is \_\_\_\_\_ ("Lessee").

1. PREMISES: Lessor hereby leases to Lessee, and Lessee rents from Lessor, the portion of Friendship Park from the tennis courts across to the creek area to the back of the park as more particularly described in Exhibit A attached hereto and incorporated by reference herein ("Premises").
2. TERM: The term of this Lease will commence on \_\_\_\_\_, 2023, and will continue for twenty-five years, unless sooner terminated in accordance with the provisions hereof. The lease may be renewed for an additional twenty-five years if all terms and conditions are met.
3. RENT: Lessee shall pay to Lessor an annual rent of Five Thousand Dollars (\$5,000.00), payable in advance on the first day of each lease year.
4. USE OF PREMISES: The Premises will be used for rugby sporting events, training, and related activities. Lessee will have exclusive access to the Premises with the right to sub-lease the space for practices and tournaments.
5. IMPROVEMENTS AND ALTERATIONS: Lessee shall have the right to construct a pavilion, concession stand, locker rooms, and other structures pending the City's approval. All improvements and alterations will be done in accordance with city guidelines and proper permitting.
6. MAINTENANCE AND REPAIR: Lessee will keep the Premises and all improvements thereon in good condition and repair, including payment for electrical and water utilities. All maintenance costs will be the responsibility of the club.
7. DEVELOPMENT COSTS: Lessee will cover 50% of the costs associated with developing two fields with lighting and three fields with irrigation systems, estimated at \$53,000 per field. Lessor will contribute the remaining 50% of the costs.

8. CONCRETE SLABS AND TENNIS COURTS: Lessor will be responsible for the removal of the three unused concrete slabs and replacing them with suitable aggregate. Lessee reserves the right to request removal of the unused tennis courts at a future date, subject to Lessor's approval. This removal would be at the expense of the city.

9. RENEWAL: Lessee shall have the first right of refusal to renew this Lease for additional terms as the city sees fit, upon the same terms and conditions.

10. LESSOR'S ACCESS: Lessor reserves the right at all reasonable times to enter the Premises for the purpose of inspecting the same, making necessary repairs and improvements, or enforcing compliance with this Lease.

11. ASSIGNMENT AND SUBLETTING: Lessee may not assign this Lease or sublet the Premises without Lessor's prior written consent. The Lessee is allowed to sign use agreements with organizations for use of the facilities included in this agreement.

12. DEFAULT: If Lessee fails to comply with any of the material provisions of this Lease, or of any present rules and regulations governing the Premises, Lessor may terminate this Lease upon providing Lessee written notice of such termination.

13. INDEMNIFICATION: Lessee will indemnify, hold harmless, and defend Lessor from and against all liabilities and claims for damages and/or suits for or by reason of any injury to any person, or any loss or damage to any property, arising out of Lessee's use and occupancy of the Premises.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

---

Janeshia A. Grider

Mayor, City of Kirby, Texas

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Marcus Leming

President, San Antonio Rugby Football Club



## Exhibit A

Arial view of proposed sight:



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

**DATE: July 13, 2023**

**AGENDA ITEM: 7 c.**

**Discussion, update and possible action related to Early Voting and Election Day location for Bexar County and City of Kirby**

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | DISCUSSION AND<br>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: July 13, 2023**

**AGENDA ITEM: 7 d.**

**Discussion and Feedback on City of Kirby Leadership Retreat**

<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: July 13, 2023**

**AGENDA ITEM: 7 e.**

**Discussion And Possible Action on Christopher Garza's behavior at Ft. Sam Houston Golf Course  
Council Retreat Aug 5<sup>th</sup>,2023**

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | DISCUSSION AND<br>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: July 13, 2023**

**AGENDA ITEM: 7 f.**

**Discussion and Possible Action on initiating an Economic Development program for the City of Kirby (Kirby Dollar)**

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | DISCUSSION AND<br>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                                |



**Program Description:** The Kirby Dollar Economic Development Program provides the education to citizens in the community regarding local spending, business awareness, and revenue from sales tax. The City of Kirby will monitor and manage the pilot program with assistance from the Economic Development Committee. Participating organizations will be required to fill out the proper documentation with the City of Kirby. Organizations will then track their spending activity via the collection of receipts from local businesses. Once the program date has expired, organizations are required to submit their full documentation and original receipts. The City of Kirby will then analyze and determine the program award winner based on the organization with highest value of totaled receipts. The pilot program is set to have a kick-off event and an event wrap-up. During the wrap-up event, the prize of \$2,500.00 will be awarded to the winner.

**Program Goal:** To increase and improve local economic activity.

**Program Outcome 1:** By December 2023, 50% of residents will be provided education via marketing on the Kirby Dollar Program.

**Program Outcome 2:** By December 2023, the program will have spending receipts totaling \$25,000.00 or greater.

**Program Outcome 3:** By January 2024, sales tax revenue will increase by 2%.

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

**DATE: July 13, 2023**

**AGENDA ITEM: 7 g.**

**Discussion Possible Action, and Update on the Back to School pool party August 12, 2023 from  
12 p.m-4 p.m. at the Kirby Pool**

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | DISCUSSION AND<br>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: July 13, 2023**

**AGENDA ITEM: 7 h.**

**Discussion and Appropriate Action to Consider Setting the Date, Time, and Location for a Public Hearing on the Proposed FY 2023/2024 Budget. (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  
CITY COUNCIL MEETING  
A G E N D A I T E M S U M M A R Y**

**DATE: July 13, 2023**

**AGENDA ITEM: 7 i.**

**Discussion and Appropriate Action to Consider Setting a Proposed Tax Rate, and a Date, Time, and Location for a Public Hearing on the 2023 Tax Rate. (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: July 13, 2023**

**AGENDA ITEM: 7 j.**

**Discussion and possible action to pass a Resolution R-2023-759 related to an Administrative Services Agreement between the City of Kirby and Kirby Senior Center**

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | DISCUSSION AND<br>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                                |

**RESOLUTION NUMBER: R-2023-759**

**A RESOLUTION APPROVING THE MANAGEMENT SERVICES AGREEMENT WITH THE KIRBY SENIOR CENTER AND AUTHORIZING THE CITY OF KIRBY TO ENTER INTO AN AGREEMENT PROVIDING MANAGEMENT SERVICES TO THE KIRBY SENIOR CENTER**

**WHEREAS**, it is essential for the daily functioning of the Kirby Senior Center to receive certain administrative services and support, including without limitation, financial, bookkeeping, records management, information technology, and employee benefit services and support; and

**WHEREAS**, it is the best interest, efficiently and economically, of both the City of Kirby and the Kirby Senior Center Corporation for the City of Kirby to provide such administrative services; and

**WHEREAS**, the Kirby Senior Center provides resources to Kirby citizens, to assist with healthcare, financial planning, and community engagement; and

**WHEREAS**, the Kirby Senior Center offers meal and nutrition programs, health and fitness programs, and transportation services to the citizens of Kirby; and

**WHEREAS**, by the City providing such Services, the City will maintain control over the staff quality, efficiency, and expenditures; and

**WHEREAS**, the City Council of the City of Kirby finds that the Senior Center services and providing these Professional Services will improve the functioning of the Kirby Senior Center to focus its expenditures of funding on providing services to the community while retaining City oversight; and

**WHEREAS**, the City Council of the City of Kirby finds that the Kirby Senior Center services it provides to its citizens and providing Professional Services to the Kirby Senior Center Corporation serves a public purpose as required by the Texas Constitution, Article III, Section 52(a).

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Kirby that:

SECTION 1. The City Council hereby finds that all of the recitals above are true and correct and are incorporated herein as if restated in full.

SECTION 2. The City Council hereby finds that the provision of certain administrative services is necessary for the Kirby Senior Center's daily functions and hereby approves the terms of the Management Services Agreement by and between the City of Kirby and the Kirby Senior Center Corporation for the provision of services and support as set forth and attached hereto as Exhibit "A".

SECTION 3. The City Council authorizes the City Manager to take all necessary actions including

the execution of the Agreement and related documentation, if any.

SECTION 4. This Resolution is effective upon passage.

Passed and Approved this the \_\_\_\_ day of August, 2023.

\_\_\_\_\_  
Janeshia Grider, Mayor

ATTEST:

\_\_\_\_\_  
Katelyn Ueckert, City Secretary

APPROVED FOR LEGAL SUFFICIENCY:

\_\_\_\_\_  
Clarissa M. Rodriguez, City Attorney

## **Exhibit “A”**

**AGREEMENT FOR PROVISION OF PROFESSIONAL SERVICES  
BETWEEN THE CITY OF KIRBY AND  
THE KIRBY SENIOR CENTER**

**THE STATE OF TEXAS   §  
                                      §  
COUNTY OF BEXAR    §**

**KNOWN ALL MEN BY THESE PRESENTS:**

THIS AGREEMENT, effective the \_\_\_\_\_ day of August, 2023, by and between the CITY OF KIRBY, (hereinafter referred to as “City”) acting by and through its City Council, and the KIRBY SENIOR CENTER CORPORATION, a Texas non-profit corporation (hereinafter referred to as “KSC”) acting by and through its Executive Director of the Board is as follows:

**WHEREAS**, it is essential for the daily functioning of the Kirby Senior Center to receive certain administrative services and support, including without limitation, financial, bookkeeping, records management, information technology, and employee benefit services and support; and

**WHEREAS**, it is the best interest, efficiently and economically, of both the City of Kirby and the Kirby Senior Center Corporation for the City of Kirby to provide such administrative services; and

**WHEREAS**, the Kirby Senior Center provides resources to Kirby citizens, to assist with healthcare, financial planning, and community engagement; and

**WHEREAS**, the Kirby Senior Center offers meal and nutrition programs, health and fitness programs, and transportation services to the citizens of Kirby; and

**WHEREAS**, by the City providing such Services, the City will maintain control over the staff quality, efficiency, and expenditures; and

**WHEREAS**, the City Council of the City of Kirby finds that the Senior Center services and providing these Professional Services will improve the functioning of the Kirby Senior Center to focus its expenditures of funding on providing services to the community while retaining City oversight; and

**WHEREAS**, the City Council of the City of Kirby finds that the Kirby Senior Center services it provides to its citizens and providing Professional Services to the Kirby Senior Center Corporation serves a public purpose as required by the Texas Constitution, Article III, Section 52(a).

**WHEREAS**, the City Council of the City of Kirby passed Resolution R-2023-759 on \_\_\_\_\_ (date) approving the City Manager to enter into this Agreement for Professional Services.

WITNESSETH:

I.

The City agrees to provide management, professional, administrative, financial, and legal services to the KSC according to the terms of this agreement. Direct services the City shall perform for the KSC shall include:

1. Preparing all financial and other related reports and keeping all financial books and records required by the KSC's Bylaws including audits.
2. Preparing a budget for the forthcoming year for review and approval by the Board and City Council.
3. Providing all necessary budgeting, accounting, financial management and other related services through the City's Finance Department.
4. Providing a repository of records, office, and conference space.
5. Providing technological support for hardware, software, and phone systems through the City's Information Technology Department.
6. Providing executive and administrative support, review and oversight by various City departments including, but not limited to, City Administrator, City Secretary, City Attorney, and other necessary support from City resources and staff.
7. Assist in winding up of the Finance Corporation by which the Kirby Senior Center was created and transition the Kirby Senior Center into a City departmental function.

It is understood and agreed that access to City staff resources by the KSC is secondary to the needs of the City Council of the City of Kirby.

II.

Subject to the KSC continuing to contract with the City for management services, the KSC will pay to the City for its services pursuant to this agreement, a flat fee of Ten Dollars (\$10.00) per year.

In the event of the termination of this agreement, the KSC will be responsible for paying the City only the portion of the cost allocated to periods prior to the effective date of the termination of the agreement.

III.

It is the express purpose of this agreement for the City to provide certain management, professional, administrative, legal, and financial services to the KSC.

IV.

Subject to early termination as provided in Article V below, this agreement shall be in effect for a period of one year commencing July 1, 2023 and ending June 30, 2024, and said agreement shall be extended for additional one-year terms thereafter under the same terms and conditions unless one party gives to the other party written notification at least thirty (30) days prior to the end of the existing term of its desire to terminate the agreement.

V.

1. This contract may be terminated by the City or KSC, in whole, or from time to time, in part, upon thirty (30) days' notice from the terminating party to the other party. Termination

shall be effective thirty (30) days after delivery of Notice of Termination specifying to what extent performance or work under the contract shall be terminated thirty (30) days after receipt by the notified party.

2. After receipt of a Notice of Termination the City shall:

- a. Stop work on the date as specified in the thirty (30) day Notice of Termination to the extent possible.
- b. Place no further orders or subcontracts except as may be necessary for completion of the work not terminated.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination as far as possible.
- d. The KSC shall pay all expenses incurred through the date of termination.

VI.

This Agreement shall take effect on the day of execution.

**IN WITNESS WHEREOF**, the parties have executed this Contract in the year and on the day indicated.

KIRBY SENIOR CENTER CORPORATION

CITY OF KIRBY, TEXAS

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Kathy Gomez  
Executive Director

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Dr. Brian Rowland  
City Manager