



Janeshia A. Grider, Mayor

Sylvia Apodaca
Christopher Garza
Joe Molina

Mike Martin
Sally Hitt
Maria Lozano

**CITY COUNCIL AGENDA
REGULAR MEETING
THURSDAY, SEPTEMBER 14, 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: September 14, 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 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 – August 10, 2023
- b. Regular Minutes – August 24, 2023
- c. Retreat minutes – August 4
- d. Retreat minutes – August 5

7. CPS Presentation

- a. Call Before You Dig Reminder To Be Safe Communication Tool Kit

8. Discussion And Possible Action

- a. Discussion and Possible Action on moving September 28th meeting to September 27th
- b. Discussion and Possible Action on Alan Shepard Road Reconstruction and Sewer Replacement Change Order Number 3 and 4.
- c. Discussion and Possible Action on Ackerman Road Reconstruction Project Change Order Number 1 and update on Ackerman Road project.
- d. Discussion and review of Amendments to Proposed Budget for Fiscal Year 2023/2024.
- e. Discussion and Possible Action To Have Community Garage Sale In November
- f. Discussion on the Zipper contract for review of leasing options.
- g. Discussion and Possible Action on Emergency Interconnect Agreement with SAWS.
- h. Discussion and possible action regarding Nepotism as applied to the Code of Conduct for boards and commissions.
- i. Discussion and possible action on approving the 2024 City of Kirby Holiday Schedule
- j. Discussion on council meeting procedures pursuant to Kirby Municipal Code Sections 30.01 through 30.10.
- k. Discussion and Possible Action regarding Kirby Police Department Procedures on wearing body cameras.

- l. Discussion and Action on Kirby Youth Program Kids Fall Craft Party.
- m. Discussion and Possible Action on City of Kirby hosting Hispanic Heritage Month Event.

9. Executive Session

- a. The City Council Will Convene in Closed Session Pursuant to Texas Government Code Section 551.074, Personnel and 551.071 Consultation with Attorney to receive advice and discuss the employment, evaluation, reassignment, duties, and discipline of the City Manager.
- b. The City Council Will Convene in Closed Session Pursuant to Texas Government Code Section 551.071 Consultation with Attorney to receive advice related to the legality of current Employee Policies and Policy Manual.

10. City Manager Announcements

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

11. 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

12. Adjournment

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.

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DATE OF POSTING: August 11, 2023

TIME OF POSTING: 6:45 P.M.



Janeshia A. Grider, Mayor

Sylvia Apodaca
Christopher Garza
Joe Molina

Mike Martin
Sally Hitt
Maria Lozano

**City Council Retreat Minutes
FRIDAY, AUGUST 4, 2023 - 6:30 P.M.
CITY HALL COUNCIL CHAMBER
112 BAUMAN, KIRBY, TX 78219**

Topic: City Council Leadership Retreat

Date and Time: August 4, 2023 at 6:30 P.M. – 10:00 P.M. (Central Time)

1. Welcome

Dr Rowland welcomed the council to the retreat at 6:31 P.M.

2. Mission Statement

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

3. Meeting Overview

Overview Discussed

4. Team Building

Council Members broke off into two teams to team build with island survival.

5. Dinner

Council Recessed for dinner at 7:40 P.M.

Mayor Grider asked Council Member Molina to say grace

Retreat reconvened at 8:19 P.M.

6. Local Elected Leadership Model

Council and Dr. Rowland discussed item 6.

7. City Hall Operations

Retreat adjourned at 10:31 P.M.

Janeshia Grider,
Mayor

Katelyn Ueckert
Interim City Secretary

DATE OF POSTING: August 1, 2023

TIME OF POSTING: 6:30 P.M.

DATE REMOVED



Janeshia A. Grider, Mayor

Sylvia Apodaca
Christopher Garza
Joe Molina

Mike Martin
Sally Hitt
Maria Lozano

**City Council Retreat Minutes
Special City Council Workshop
SATURDAY, AUGUST 5, 2023 – 9:00 A.M.
FT Sam Houston Golf Course
1050 Harry Wurzbach Rd, Fort Sam Houston, TX 78234**

Topic: City Council Leadership Retreat
Date and Time: August 5, 2023 at 9:00 A.M. – 5:00 P.M. (Central Time)

1. Welcome

Dr Rowland welcomed the council to the retreat at 9:38 A.M.

2. Mission Statement

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

3. 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:

Due to disruptive behavior by Council Member Garza, Mayor Grider called Point Of Order - Decorum. The order was requested and Council Member Molina, Council Member Lozano, Council Member Hitt and Mayor Pro-Tem Apodaca with confirmed aye.

4. Citizen Participation

No Citizen Participation.

5. Workshop Overview

Arrival/Breakfast

Welcome/ Overview of the Day

Staff Introduction

Goal Debrief from Previous Day

Utilities and Court Department

Police Department

Kirby Animal Shelter

Code Enforcement

Via Bus Service MTA

Lunch

Kirby Senior Center

Economic Development (Kirby Dollar)

Fire Department

City Attorney update (DNRBZ Law Firm)

Public Works

Parks

Republic Works

Engineering and Planning

Overview of Budget

Commission Board & Committee

Identify Goals and Actions items for Future Workshops

Council discussed the items provided in the Work Shop Overview.

6. Retreat Adjourn

Retreat adjourned at 5:15P.M.

Janeshia Grider,
Mayor

Katelyn Ueckert,
Interim City Secretary

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DATE OF POSTING: August 2, 2023

TIME OF POSTING: 9:00 A.M.

DATE REMOVED



Janeshia A. Grider, Mayor

Sylvia Apodaca
Christopher Garza
Joe Molina

Mike Martin
Sally Hitt
Maria Lozano

**CITY COUNCIL MINUTES
REGULAR MEETING
THURSDAY, AUGUST 10, 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: 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

1. Call Meeting to Order

Mayor Grider called the meeting to order at 7:08 P.M

2. Invocation and Pledge of Allegiance to the Flag

Pastor Kory Mogoli 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

Ed Buano- requests action on storage of road materials behind his house

Jack Miller- discusses agenda item D and E

Patrick- discusses no unity or action among council

6. Consideration Of And Action On Minutes

a. Regular Minutes – July 13, 2023

Interim City Secretary to review July 13, 2023 minutes

b. Regular Minutes – July 27, 2023

Interim City Secretary to review July 27, 2023 minutes

7. Discussion And Possible Action

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

Tom Armstrong with republic services discusses services provided

Council Member Lozano asks for bulk pick up process

Council Member Garza inquires the status of republic service app

Tom Armstrong states the app is in its beta testing phase still

No action taken agenda item A discussed by council

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

Mayor Grider Announces fields are unusable at friendship park currently and cannot start any contracts at this time

No Action taken

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

Council discussed agenda item C

- d. Discussion and Feedback on City of Kirby Leadership Retreat

Council discussed agenda item D

- e. Discussion And Possible Action on Christopher L. Garza's behavior at Ft. Sam Houston Golf Course Council Retreat Aug 5th,2023

Council discussed agenda item E

Jack Miller discussed agenda item E

Patrick discussed agenda item E

Mayor Grider Made a statement to apologize to Ft Sam Houston Golf Course and thanks them for their hospitality

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

Dr Rowland discussed agenda item F

Council discussed agenda item F

Break announced for meeting at 8:54 P.M. until 9:05 P.M.

- 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

Dr. Rowland announces agenda item G

Council discussed agenda item G

Kathy Gomez Senior Center Director made an offer to donate hot dogs

- 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)

Motion made by Mayor Pro-Tem Apodaca seconded by Council Member Martin to set the public hearing for the adoption of the fiscal year 2023-2024 budget to be held at city hall Sept 14, 2023 at 6:00 P.M.-7:00 P.M. and authorized the city manager to proceed with publishing and posting required budget adoption notices

Aye

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

Nay:

Motion passed with a 7-0 vote

- 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)

Motion made by Council Member Martin seconded by Council Member Garza to set the public hearing for the adoption of the fiscal year 2023-2024 Tax Rate to be held at city hall Sept 14, 2023 at 6:00 P.M.-7:00 P.M. and authorized the city manager to proceed with publishing and posting required Tax Rate adoption notices

Aye

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

Nay:

Council Member Molina
Mayor Grider

Motion passed with a 7-0 vote

- 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

Motion made by Mayor Pro-Tem Apodaca seconded by Council Member Hitt to pass Resolution R-2023-759 related to an Administrative Services Agreement between the City of Kirby and Kirby Senior Center

Aye

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

Nay:

Council Member Garza recused themselves from vote due to conflict of interest
Council Member Martin recused themselves from vote due to conflict of interest

Motion passed with a 5-0 vote

Regular Meeting closed at 10:30 P.M.

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

Motion made by Mayor Pro-Tem Apodaca Seconded by Council Member Molina to allow Mayor Grider on behalf of the city to hire Natalie Ruby to

proceed with an independent investigation on the complaint against Christopher L. Garza

Motion passed with a 6-0 vote

Aye

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

Nay:

Council Member Garza recused himself from vote due to the investigation topic

Regular meeting reopens at 11:23 P.M.

9. City Manager Announcements

Dr. Rowland announces Bid notice for MarshMcLennan City benefits Health Vision and Dental

Dr. Rowland announces back to school part and Zomba with Ellie Saturday and thanks the City Council and citizens for attendance

10. Request And Announcements

Council Member Lozano thanked residents for staying late and thanked public works police and fire department also requested on the agenda action on increasing volunteers on commissions and committees, and would also like addressed Gaiety action for materials for the road behind house of Ed Buano

Council Member Garza addressed council packet posting, asked to put on the agenda Ed Buano concerns for material storage on gaiety and address if Kirby plans to move the material

Council Member Molina thanked everyone for staying late, asked to place on the agenda an update on the Ackerman Road project

Council Member Apodaca asked everyone to check on neighbors and seniors, and asked everyone to take care of their pets and thanked the city employees

Council Member Hitt thanked everyone for staying late, states Kirby senior center is looking for volunteers and anyone interested in volunteering would be appreciated

Council Member Martin thanked City Employees and wanted update on cooling fan, asks for clarification on school zone lights

11. Adjournment

Meeting adjourns at 11:42 P.M.

Janeshia Grider,
Mayor

Katelyn Ueckert
Interim City Secretary

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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

**CITY COUNCIL MINUTES
REGULAR MEETING
THURSDAY, AUGUST 24, 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: August 24, 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

Mayor Grider called the meeting to order at 7:09 P.M.

2. Invocation and Pledge of Allegiance to the Flag

John Birkel 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

Jack Miller- discusses Lawyer cost and investigation on Christopher L. Garza
Patric white- discusses transparency among the city, and listening to the citizens
Bj Voigt- discusses the senior center and volunteer work

6. Consideration Of And Action On Minutes

Roger Romans- discussed process for minutes and signatures for minutes also discussed August 5th minutes

- a. Regular Minutes – July 13, 2023
Motion made by Mayor Pro-Tem Apodaca seconded by Council Member Hitt to approve July 13 Minutes
Motion Passes with a 6-1 vote
- b. Regular Minutes – July 27, 2023
Motion made by Council Member Martin seconded by Council Member Molina
Motion passes with a 6-1 vote
- c. Regular Minutes – August 10, 2023- rereview to annotate and edit to recuse
- d. Retreat Minutes – August 4, 2023- review
- e. Retreat Minutes – August 5, 2023- review

7. Discussion And Possible Action

- a. Discussion and possible action on Marsh McLennan Agency's proposal and recommendations regarding City Employee benefits.

James Sincolic- Marsh McLennan Representative discussed the proposal for Curative

Dr. Rowland- Discussed option over Blue Cross Blue Shield and Curative also discussed budget

Jack Miller- Discussed uncertainty over a new insurance company, also discussed possible survey for employee opinion on health insurance

Motion made by Council Member Garza seconded by Mayor Pro-Tem Apodaca to accept curative PPO by marsh McClennan regarding city employee benefits

AYE

Mayor Pro-Tem Apodaca
Council Member Garza
Council Member Hitt
Council Member Molina

Nay

Council Member Lozano
Council Member Martin
Mayor Grider

Motion passes with a 4-3 vote

- b. Discussion and possible action on a joint election agreement and/or polling location agreement with the Bexar County elections administrator for the November 7, 2023 regular and special elections.

Motion made by Council Member Martin Seconded by Council Member Garza on a joint election agreement and/or polling location agreement with the Bexar County elections administrator for the November 7, 2023 regular and special elections.

AYE

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

Nay

Motion passes with a 7-0 vote

- c. Discussion and possible action to approve Kirby Dollar Economic Development Program proposal.

Council Member Discussed excluding gasoline from receipts

Rowland stated it can be excluded, discussed why shopping, and spending in Kirby is Important

Council Member Garza discussed giving away a plaque instead of prize money to stay in budget

Rowland discussed incentives

Motion made by Council Member Martin seconded by Council Member Hitt

AYE

Nay

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

Motion passes with a 7-0 vote

Called for break at 8:49 P.M.

Returned from break at 9:02 P.M.

Mayor moved Agenda items F and K up

Council consensus to move F and K up

d. Discussion on how to get more volunteers for commissions and committees.

Council Member Lozano discussed how to get more volunteers for commissions and committees

Rowland Discussed contention in the city

Eckland Discussed more promotion of commission and committees to the public

BJ Voigt- Discussed her volunteer work with Kirby

Patric White- Discussed more community engagement

Jack Miller- Discussed council giving more recognition to the volunteers in commissions and committees

Council Member Garza Discussed ideas on baseball cards placard and a budget for Beautification and Recycle

Ms. Eckland- Discussed Trust among boards and comities

Rowland Discussed a volunteer day

BJ Voigt- asked for clarification on background checking volunteers

Rowland stated he would find out the stipulation

No action taken

e. Discussion and possible action on the storage of road materials on gaiety.

Mayor Grider Discussed the removal of the material on gaiety

Rowland Discussed the process of removing the material

Mayor Grider Requested cost estimate of the removal of material

Mayor Pro-Tem Apodaca Discussed uncertainty of quality and where the dirt came from on gaiety

Council Member Garza Discussed covering material

No action taken

f. Discussion and update on Ackerman Road project.

Austin Bridge and Road speaker discussed update on Ackerman, discussed problem with AT&T doing work, also discussed the public driving against traffic, discussed completely closing Ackerman Rd

Council Member Garza discussed businesses on Ackerman

Austin Bridge and Road speaker discussed the strain on construction

Jack Miller Discussed traffic laws, signage, and flaggers

No Action Taken

g. Discussion and possible action to appoint New Applicant(s) to join the Crime Control and Prevention District Board

Jeff Eckland discussed applicants

Mayor Grider discussed nepotism

Council Member Lozano discussed nepotism among paid employees and volunteers

Jack Miller- Discussed interest in volunteering on Crime Control prevention, discussed family members being on boards, discussed diversity on boards

No action taken

- h. Discussion and possible action to Accept the Resignation of Michael Lawrence Weden from the Economic Development Committee.

Motion made by Mayor Pro-Tem Apodaca seconded by Council Member Hitt to Accept the Resignation of Michael Lawrence Weden from the Economic Development Committee

AYE

Nay

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

Motion Passed with a 7-0 vote

- i. Discussion and possible action on adopting a Code of Ethics and Conduct for City Council members.

Mayor Grider Discussed future Code of Ethics

Jack Miller Discussed Code of Ethics

- j. Discussion and possible action on Charter Review Board³

No action taken

- k. Discussion And Possible Action On City Of Kirby FY 2021-2022 Audit Report - Armstrong, Vaughan & Associates.

Michael Peralta Discussed the FY 2021-2022 Audit Report

Jack Miller- discussed the FY 2021-2022 Audit and the Kirby Senior Center Financials in the Audit Report

Rowland Discussed accounting and Senior Center

Council Member Garza asked if this report could be placed on website

Rowland stated it will go on website after Audit is accepted

Patrick White- Discussed Audit FY 2021-2022

No action taken

- I. Discussion and Possible Action on proposed maximum Fiscal Year 2023-24 ad valorem tax rate, and setting a proposed Fiscal Year 2023-24 budget public hearing date and a proposed date to adopt said budget and tax rate.

Motion made by Mayor Pro-Tem Apodaca seconded by Council Member Molina the tax rate be proposed at 0.591244 and a public hearing be held on September 14th from 6 to 7 pm and September 27th from 6 to 7 pm and the tax rate and budget to be adopted on September 27th at 7:00 P.M.

AYE

Nay

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

Motion Passed with a 7-0 vote

8. City Manager Announcements

Announced Closure of City Hall Due to Employee illnesses

Recognized Council Member Hitt, Council Member Molina, and Council Member Lozano for attending TML event

9. Request And Announcements

Council Member Lozano thanks everyone for attending, announces fall ball registration for Greater North East, Requested City address Audio, asked to discuss nepotism next meeting, requesting action on Ackerman Road dip

Council Member Garza request action on the dip on Ackerman, Request the school lines be painted, requested a solution for podium mic, requested website be updated for new employees, requested to place the Audit on website, expressed condolences to the Volkman family

Council Member Molina Thanked the citizens for staying, reminded everyone to slow down in school zones, requested update on restrooms on Hugo Lenz Park, Thanked City Employees and asked everyone to feel better

Mayor Pro-Tem Apodaca congratulates Stephanie Faulkner for being appointed to the Judson board of trustees, requested everyone check on their neighbors and to secure gates to keep pets safe

Council Member Hitt Gave Condolences to Adam Mendez and Stefan Volkman

Council Member Martin thanked the staff, requested action on a cooling trailer, request a temporary fix for Ackerman Rd Dip

Mayor Grider addressed misinformation over council retreat, stated that investigating the investigation that Council approved at the end of that the investigation that the council approved on one of our council members that involves one of our city employees at the end of the investigation the findings will be made public that that was agreed upon and we are doing what legally and ethically what we are supposed to do, thanked everyone for helping with the back to school event, announced Diaper drive Aug 30th, announced City Manager attendance of 2023 Texas groundwater Summit August 29-31, announced rolling outages by CPS

10. Adjournment

Meeting Adjourned at 11:38 P.M.

Janisha Grider
Mayor

Katelyn Ueckert
Interim City Secretary

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DATE OF POSTING: August 21, 2023

TIME OF POSTING: 6:45 P.M.

<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: September 14, 2023

AGENDA ITEM: 8 a.

Discussion and Possible Action on moving September 28th meeting to September 27th

<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: September 14, 2023

AGENDA ITEM: 8 b.

Discussion and Possible Action on Alan Shepard Road Reconstruction and Sewer Replacement
Change Order Number 3 and 4.

Date of Issuance:

Effective Date: July 24, 2023

Owner: City of Kirby

Engineer's Project No.: C-1594.01

Contractor: R.L. Jones

Engineer: Bain Medina Bain, Inc.

Project: Alan Shepard Road Reconstruction and Sewer
Replacement Project

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

Contractor to import 833 square yards of flexible base for street embankment due to an insufficient amount of existing base material. This change order deducts the following quantities from the contract: 30 SY of Item 503.1, 50 SY of Item 505.1, 20 CY of Item 515.1, 114 SY of Item 516.1, and 4 EA of Item 1020.0 = -\$9,625. This adds 833 SY of Item 200.1 @ \$11.55 per SY = +9,625. Change order is a net of no increase or decrease.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 1,478,216.00	Original Contract Times: October 14, 2022 Substantial Completion: April 14, 2022 Ready for Final Payment: May 14, 2022 days or dates
(Increase) <u>(Decrease)</u> from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ 10,724.00	(Increase) <u>(Decrease)</u> from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: N/A Ready for Final Payment: <u> </u> days
Contract Price prior to this Change Order: \$ 1,488,940.00	Contract Times prior to this Change Order: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates
(Increase) <u>(Decrease)</u> of this Change Order: \$ 0.00	(Increase) <u>(Decrease)</u> of this Change Order: Substantial Completion: April 14, 2022 Ready for Final Payment: May 14, 2022 days or dates
Contract Price incorporating this Change Order: \$ 1,488,940.00	Contract Times with all approved Change Orders: Substantial Completion: April 14, 2022 Ready for Final Payment: May 14, 2022 days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Lorena Carter, P.E.
EngineerBy:
City of KirbyBy: R. L. Jones
R.L. JonesTitle: Design Engineer
07/24/2023Title: City Manager
Date: Title: OFFICE MGR.
Date: 8/29/2023

CITY OF KIRBY, TEXAS
ALAN SHEPARD DR. RECONSTRUCTION AND REHABILITATION
 (BMB PROJECT NO. C-1594-01)

CHANGE ORDER #3

ITEMS FROM ORIGINAL BID REMAINING AS OF 4/24/2023

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE		EXTENSION	
503.1	PORTLAND CEMENT CONCRETE DRIVEWAYS	SY	376	\$	70	\$	26,320.00
505.1	CONCRETE RIPRAP (5" THICK)	SY	50	\$	70	\$	3,500.00
515.1	TOPSOIL	CY	20	\$	50	\$	1,000.00
516.1	SODDING	SY	114	\$	25	\$	2,850.00
1020.0	WATER MAIN BREAKS	EA	4	\$	50	\$	200.00
SUB-TOTAL						\$	33,870.00

DEDUCTIONS OF CONTRACT ITEMS

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE		EXTENSION	
503.1	PORTLAND CEMENT CONCRETE DRIVEWAYS	SY	30	\$	70	\$	2,100.00
505.1	CONCRETE RIPRAP (5" THICK)	SY	50	\$	70	\$	3,500.00
515.1	TOPSOIL	CY	20	\$	50	\$	1,000.00
516.1	SODDING	SY	114	\$	25	\$	2,850.00
1020.0	WATER MAIN BREAKS	EA	4	\$	50	\$	200.00
SUB-TOTAL						\$	<\$9,650.00>

ADDITIONAL CONTRACT ITEM

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE		EXTENSION	
200.1	FLEXIBLE BASE (STREET EMBANKMENT)	SY	833	\$	11.55	\$	9,625.00
SUB-TOTAL						\$	9,625.00
CHANGE ORDER #3 GRAND TOTAL						\$	<\$25.00>

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

Effective Date: July 24, 2023
 Engineer's Project No.: C-1594.01

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

This Change Order accounts for the following overage items that are added to the contract: 135 LF of Item 103.1, 1,709 SF of Item 103.3, 135 LF of Item 500.1, 91.58 LF of Item 848.1, and 1 EA of Item 854.1 = \$47,130. These items overran due to additional removal of curb and sidewalk due to deficiencies in curb heights. Also a sanitary sewer lateral was added during construction which required an additional clean out. The following under-run items are to be deducted from the contract: 60 TONS of Item 109.2, 29 SY of Item 502.1, 346 SY of Item 503.1, 6.45 LF of Item 848.0, and 76 LF of Item 854.0 = <\$32,340. >. Net additional to contract is \$14,790.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 1,478,216.00	Original Contract Times: October 14, 2022 Substantial Completion: April 14, 2022 Ready for Final Payment: May 14, 2022 days or dates
(Increase) [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ 10,724.00	(Increase) [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: N/A Ready for Final Payment: <u> </u> days
Contract Price prior to this Change Order: \$ 1,488,940.00	Contract Times prior to this Change Order: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates
(Increase) [Decrease] of this Change Order: \$ 14,790.00	(Increase) [Decrease] of this Change Order: Substantial Completion: April 14, 2022 Ready for Final Payment: May 14, 2022 days or dates
Contract Price incorporating this Change Order: \$ 1,503,730.00	Contract Times with all approved Change Orders: Substantial Completion: April 14, 2022 Ready for Final Payment: May 14, 2022 days or dates

RECOMMENDED:

By: Lorena Carter, P.E.
 Engineer

Title: Design Engineer
 07/24/2023

ACCEPTED:

By:
 City of Kirby

Title: City Manager
 Date:

ACCEPTED:

By: PNWaldonado
 R.L. Jones

Title: OFFICE MGR.
 Date: 8/29/2023

CITY OF KIRBY, TEXAS
ALAN SHEPARD DR. RECONSTRUCTION AND REHABILITATION
 (BMB PROJECT NO. C-1594.01)

CHANGE ORDER #4

OVER RUN OF ITEMS

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
		LF	135	\$ 20	\$ 2,700.00
103.1	REMOVE CONCRETE CURB AND/OR GUTTER	SF	1,709	\$ 20	\$ 34,180.00
103.3	REMOVE CONCRETE SIDEWALKS AND/OR DRIVEWAYS	LF	135	\$ 70	\$ 9,450.00
500.1	CONCRETE CURB AND GUTTER	EA	1	\$ 800	\$ 800.00
854.1	TWO-WAY SANITARY SEWER CLEANOUT				\$ 47,130.00
SUB-TOTAL					

DEDUCTION OF ITEMS

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
		TON	60	\$ 150	\$ 9,000.00
109.2	CEMENT	SY	29	\$ 70	\$ 2,030.00
502.1	CONCRETE SIDEWALK	SY	223	\$ 70	\$ 15,610.00
500.1	PORTLAND CEMENT CONCRETE DRIVEWAYS	LF	76	\$ 75	\$ 5,700.00
854.0	SANITARY SEWER LATERALS				\$ 32,340.00
SUB-TOTAL					\$ 14,790.00
CHANGE ORDER #3 GRAND TOTAL					

Ben Machine Balm, Inc.
 7073 San Pedro
 San Antonio, Texas 78216
 Tel: 210-494-7223
 Fax: 210-490-5120

<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: September 14, 2023

AGENDA ITEM: 8 c.

Discussion and Possible Action on Ackerman Road Reconstruction Project Change Order Number 1 and update on Ackerman Road project.

Change Order No. 1

Date of Issuance: _____ Effective Date: April 3, 2023
Owner: City of Kirby Contractor's Project No.: 522012
Contractor: Austin Bridge and Road Engineer's Project No.: C-1594.03
Engineer: Bain Medina Bain, Inc.
Project: 2018 Street Bond Projects – Phase II

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

Description: Contractor to eliminate approximately 1,769 LF of 2" plastic pipe and tracer wire, 18 gas services, 787 SY of 2" Type D HMA with 10" Type B HMA, and 1,769 LF of Trench Excavation Protection from Contract. Contractor to construct 8 offsets using existing 2P line at proposed storm drains.

Attachments: ABR Change Order #1 Letter, CPS Acceptance Letter, CPS Pricing Worksheet, and CPS Revised Plans

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>10,066,581.70</u>	Original Contract Times: Substantial Completion: <u>February 3, 2025</u> Ready for Final Payment: <u>April 3, 2025</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>204,277.85</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : Substantial Completion: <u>-</u> Ready for Final Payment: <u>-</u> days
Contract Price prior to this Change Order: \$ <u>10,066,581.70</u>	Contract Times prior to this Change Order: Substantial Completion: <u>February 3, 2025</u> Ready for Final Payment: <u>April 3, 2025</u> days or dates
[Increase] <u>(Decrease)</u> of this Change Order: \$ <u>204,277.85</u>	<u>(Increase)</u> [Decrease] of this Change Order: Substantial Completion: <u>February 19, 2025</u> Ready for Final Payment: <u>April 19, 2025</u> Increase of 16 days
Contract Price incorporating this Change Order: \$ <u>9,862,303.85</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>February 19, 2025</u> Ready for Final Payment: <u>April 19, 2025</u> Increase of 16 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Carl Bain, P.E.</u>	By: _____	By: <u>Humberto Zambrano</u>
Engineer	City of Kirby	Austin Bridge and Road
Title: <u>Executive Vice President</u>	Title <u>City Manager</u>	Title <u>Project Manager</u>
Date: <u>July 7, 2023</u>	Date _____	Date <u>7/6/2023</u>



Austin Bridge & Road

An Austin Industries Company

8122 Whisper Oak
San Antonio, TX 78266

6/20/2023

Bain Medina Bain, Inc
Attn: Lorena Carter, P.E
7073 San Pedro
San Antonio, Texas 78216

Re: 2018 Street Bond Projects Phase II

Dear Lorena Carter,

Enclosed find attached cost breakdown for the proposed change order Request #1 - GAS ALIGNMENT ISSUES ON ACKERMAN RD. for the above reference Project.

Benton-Georgia's pricing for this change order is based on the proposed 2" poly offsets called for in the original CPS Energy gas plans between Cinderella Dr. & Harris Rd.

All surface restoration is to be paid separate per the contract pay items. This work is estimated to take 16 working days to complete.

Your attention to this matter is greatly appreciated. Please contact me if you have any questions or need further information.

Sincerely,

Humberto Zambrano

Digitally signed by Humberto Zambrano,
DN: cn=Humberto Zambrano, o=Austin Bridge & Road, c=US,
email=humberto.zambrano@abroad.com,
Date: 2023.06.21 14:35:52 -0500

Humberto Zambrano
Project Manager
210-931-7392



June 28, 2023

Dear Mr. Humberto Zambrano,

CPS Energy is submitting this correspondence to confirm the acceptance of the change order on the Ackerman Rd gas project (WR# 40456360) from CP3 to CP4 to use and offset the existing 2" plastic gas main resulting in a revised total contract amount estimate from Austin-Bridge as follows:

Initial Contract Amount (Before Change Order)	\$1,579,307.30
Revised Contract Amount (After Change Order)	\$1,375,029.45
Contract Cost Reduction	\$ 204,277.85

Should you have any further questions or require additional information, feel free to call me.

Sincerely,

A handwritten signature in black ink that reads "Dee Loving".

Dee Loving
Engineering Associate
Customer Design Engineering
210-353-5165 office
210-980-1396 cell

NAME: 2018 Street Bond Projects Phase II
 BEXAR
 PROJECT NO.:
 REQUEST FOR CHANGE ORDER - GAS ALIGNMENT ISSUES ON ACKERMAN RD.

Revised Quantities BREAKDOWN							
Description	Original Quantity	Unit	Revised Quantity	Unit Price	Schedule of Values	Revised Schedule of Values	Change in Contract Value
Use existing 2P w/ offsets at storm							
INSTALL GAS MAIN 2 PLASTIC PIPE AND TRACER WIRE	2,577	LF	608	\$ 53.35	\$137,482.95	\$43,106.80	-\$94,376.15
INSTALL GAS MAIN 4 PLASTIC PIPE AND TRACER WIRE	3,045	LF	3045	\$ 75.40	\$229,593.00	\$229,593.00	\$0.00
INSTALL GAS MAIN 8 PLASTIC PIPE AND TRACER WIRE	1,795	LF	1795	\$ 103.35	\$185,513.25	\$185,513.25	\$0.00
RERUN & LOWER GAS SERV OFF NEW MAIN 1/2 -4 SHORT	7	EA	7	\$ 2,185.60	\$15,299.20	\$15,299.20	\$0.00
RERUN & LOWER GAS SERV OFF NEW MAIN 1/2 -4 LONG S	5	EA	5	\$ 4,939.80	\$24,699.00	\$24,699.00	\$0.00
RERUN & LOWER GAS SERV OFF NEW MAIN 1/2 -4 TO 1	42	EA	24	\$ 2,046.90	\$85,968.80	\$49,125.60	-\$36,844.20
RERUN & LOWER GAS SERV OFF NEW MAIN 1/2 -4 TO 1	36	EA	36	\$ 4,529.10	\$163,047.60	\$163,047.60	\$0.00
2 TY D HMAC WITH 10 TY B HMAC	3,297	SY	2510	\$ 221.50	\$730,285.50	\$555,965.00	-\$174,320.50
TRENCH EXCAVATION PROTECTION	7,417	LF	5648	\$ 1.00	\$7,417.00	\$5,648.00	-\$1,769.00
Use Existing 2P w/Offset at Storm Drains	-	EA	8	\$ 12,879.00	\$0.00	\$103,032.00	\$103,032.00
					\$1,579,307.30	\$1,375,029.45	(\$204,277.85)

Contract Exhibit GAS-6

Contract Exhibit GAS-b

Location	Location	Station	Swing	Proposed	Gas Requirements	Planned Length of Gas	Potential Contracting Agency	Bottom	Adverse
	Altitude	Market	Grade	Final	Estimated	From Final	Proposed Flows	Section	Flow
					Size	Existing	Description		
Cell 1	2278	30-75	683.8	683.8	31A	5.5	18" 27000 DICH	683.2	2.3
	102	30-75	684.2	684.2	31A	5.5	18" 27000 DICH	683.2	2.3
	102	30-75	686.4	686.4	31A	5.5	18" 27000 DICH	685.2	2.3
	102	30-75	686.4	686.4	31A	5.5	18" 27000 DICH	685.2	2.3

Location Data Table - Page 19

Location #	Location Address	Location # Street Name	Slitch Match	Graps Elevations		Gas Requirements		Insured Depth of Gas		Potential Conflicting Facility		Basement Above		Basement Below
				Existing Graps	Final Graps	Peak Graps	Estimated Graps	Existing Gas	Final Gas	From Final	From Elevation	Proposed Facility Direction	Top Elevation	
3401	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3402	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3403	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3404	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3405	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3406	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3407	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3408	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3409	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3410	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3411	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3412	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3413	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3414	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3415	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3416	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3417	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3418	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3419	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3420	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3421	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3422	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3423	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3424	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3425	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3426	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3427	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3428	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3429	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3430	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3431	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3432	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3433	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3434	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3435	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3436	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3437	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3438	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3439	107	401-25	100	100	100	100	100	100	100	100	100	100	100	
3440	107	401-25	100	100	100	100	100	100	100	100	100	100	100	

Location Data Table - Page 21

NOTES:

1. Clearance of proposed facilities represents the distance (feet) between the outside diameter of the gas line and the outside edge of the proposed buried utility. All dimensions are in feet.
2. Contractor must verify location and depth of all existing utilities prior to installation of gas facilities.

[illegible]

Contract Exhibit GAS-6

Location	Operator's Name	Sulzer, Mater, Name	Grade Elevations			Gas Requirements			Planned Depth of Gas			Expected Conflicting Facility			Chance- Above Below Fifty Fifty
			Existing Grade	Proposed Grade	Estimated Final Grade	Gas Supply Subsidiary Size	Planned Depth Feet	From Firm Grade	From Firm Grade	Proposed Facility Description	Top Bottom Elevation	Bottom Elevation			
C-1	3515	115	45-100	603.5	601.5	800	150	3.4	20-25' TDH DIN	600.0	604.5	1.5			
	3516	115	45-100	602.0	601.0	800	150	3.4	20-25' TDH DIN	600.0	604.5	1.5			
	3517	115	45-100	602.5	602.0	800	150	3.4	20-25' TDH DIN	600.0	604.5	1.5			
	3518	115	45-100	603.0	602.5	800	150	3.4	20-25' TDH DIN	600.0	604.5	1.5			
	3519	115	45-100	603.5	603.0	800	150	3.4	20-25' TDH DIN	600.0	604.5	1.5			

Location	Location #	Station #	Existing Grade	Proposed Grade	Estimated Slope	Gas Pipe Spacing	Gas Pipe Tension	Form Full	Form Grade	Planned Depth of Gas	Proposed Facility Description	Potential Conflicting Facility	Clearance
ES4-1 Item #	116	20-15	0418	0912	0.92%	37%	448.2	3.7	3.0	3.4	11.5 THU GIN	653.7	661.2
	120	20-15	0418	0912	0.92%	37%	448.2	3.7	3.0	3.4	11.5 THU GIN	653.7	661.2
	124	20-15	0418	0912	0.92%	37%	448.2	3.7	3.0	3.4	11.5 THU GIN	653.7	661.2
	125	20-15	0418	0912	0.92%	37%	448.2	3.7	3.0	3.4	11.5 THU GIN	653.7	661.2
20-15	121	20-17	0418	0912	0.92%	37%	448.2	3.7	3.0	3.4	11.5 THU GIN	653.7	661.2
	121	20-17	0418	0912	0.92%	37%	448.2	3.7	3.0	3.4	11.5 THU GIN	653.7	661.2

Location	Core Item	Address	Station Number	Existing Grade	Grade Elevations			Gas Requirements	Planned Depth of Gas			Potential Collecting Facility		Distance Above Prop. Plan Facility
					Proposed Grade	Estimated Existing Grade	Existing Gas Pipe Depth		Proposed Gas Pipe Depth	Existing Gas Pipe Depth	Proposed Gas Pipe Depth	Proposed Facility Description	Top Elevation	
31023	122	52-21	337.2	309.8	656.0	3WC	482.3	5.5	4.3	4.3	4.3	4.3	2.0	
31014	122	51-23	337.7	655.8	2WC	407.2	5.5	4.0	3.4	4.0	4.0	4.0	2.0	
31015	124	54-02	338.1	657.5	656.9	3WC	483.1	5.0	4.4	3.4	4.4	4.4	2.0	
31052	126	54-02	338.4	659.4	656.4	3WC	483.5	5.0	4.5	3.8	4.5	4.5	2.0	

Facilities	Location / Address	Station Name	Existing Grade	Proposed Grade	Proposed Length	Examined Length	Gas Type	Gas Requirements	Planned Depth of Gas Piling	From Ground	From Existing	Proposed Facility Description	Top Elevation	Bottom Elevation	Clearance
C54 Item #	3411	25	55-56	60-2	686-1	685-3	1/2 C	550	3.3	4.6	3.3	18" 31/2" DIA	690.2	688.0	2.0
	3412	26	55-56	60-1	687-4	684-2	1/2 C	550	3.3	4.6	3.3	18" 31/2" DIA	690.2	688.0	2.0
	3416	27	55-56	60-2	688-1	687-2	3/4 C	550	3.4	5.0	3.4	18" 31/2" DIA	691.4	689.2	2.0
	3417	28	55-56	60-2	688-1	687-2	3/4 C	550	3.4	5.0	3.4	18" 31/2" DIA	691.4	689.2	2.0
	3422	29	57-57	700-0	691-5	687-9	3/4 C	550	3.4	5.0	3.4	18" 31/2" DIA	691.4	689.2	2.0

NOTES:

1. Clearance of proposed facilities represents the distance (feet) between the outside diameter of the gas line and the outside edge of the proposed buried utility. All dimensions are in feet.
2. Contractor must verify location and depth of all existing utilities prior to installation of gas facilities.



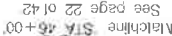
All proposed gas mains and services are to be installed at the planned Gas Top of Pipe Elevation indicated on the Location Data Table.

Contract Exhibit GAS-6

Location Data Table - Page 26


Location	Grade Elevations	Gas Requirements	Planned Depth of Gas	Potential Conflicting Facility	Clearance
CS# Item #	Station Marker	Existing Grade	Proposed Final Grade	From Existing Grade	From Proposed Facility
4079	54+47	700.5	700.5	5.4	684.1
4080	54+51	700.5	700.5	5.4	684.1
4081	54+55	700.5	700.5	5.4	684.1
4082	54+59	700.5	700.5	5.4	684.1
4083	54+63	700.5	700.5	5.4	684.1
4084	54+67	700.5	700.5	5.4	684.1
4085	54+71	700.5	700.5	5.4	684.1
4086	54+75	700.5	700.5	5.4	684.1
4087	54+79	700.5	700.5	5.4	684.1
4088	54+83	700.5	700.5	5.4	684.1
4089	54+87	700.5	700.5	5.4	684.1
4090	54+91	700.5	700.5	5.4	684.1
4091	54+95	700.5	700.5	5.4	684.1
4092	54+99	700.5	700.5	5.4	684.1
4093	55+03	700.5	700.5	5.4	684.1
4094	55+07	700.5	700.5	5.4	684.1
4095	55+11	700.5	700.5	5.4	684.1
4096	55+15	700.5	700.5	5.4	684.1
4097	55+19	700.5	700.5	5.4	684.1
4098	55+23	700.5	700.5	5.4	684.1
4099	55+27	700.5	700.5	5.4	684.1
4100	55+31	700.5	700.5	5.4	684.1
4101	55+35	700.5	700.5	5.4	684.1
4102	55+39	700.5	700.5	5.4	684.1
4103	55+43	700.5	700.5	5.4	684.1
4104	55+47	700.5	700.5	5.4	684.1
4105	55+51	700.5	700.5	5.4	684.1
4106	55+55	700.5	700.5	5.4	684.1
4107	55+59	700.5	700.5	5.4	684.1
4108	55+63	700.5	700.5	5.4	684.1
4109	55+67	700.5	700.5	5.4	684.1
4110	55+71	700.5	700.5	5.4	684.1
4111	55+75	700.5	700.5	5.4	684.1
4112	55+79	700.5	700.5	5.4	684.1
4113	55+83	700.5	700.5	5.4	684.1
4114	55+87	700.5	700.5	5.4	684.1
4115	55+91	700.5	700.5	5.4	684.1
4116	55+95	700.5	700.5	5.4	684.1
4117	55+99	700.5	700.5	5.4	684.1
4118	56+03	700.5	700.5	5.4	684.1
4119	56+07	700.5	700.5	5.4	684.1
4120	56+11	700.5	700.5	5.4	684.1
4121	56+15	700.5	700.5	5.4	684.1
4122	56+19	700.5	700.5	5.4	684.1
4123	56+23	700.5	700.5	5.4	684.1
4124	56+27	700.5	700.5	5.4	684.1
4125	56+31	700.5	700.5	5.4	684.1
4126	56+35	700.5	700.5	5.4	684.1
4127	56+39	700.5	700.5	5.4	684.1
4128	56+43	700.5	700.5	5.4	684.1
4129	56+47	700.5	700.5	5.4	684.1
4130	56+51	700.5	700.5	5.4	684.1
4131	56+55	700.5	700.5	5.4	684.1
4132	56+59	700.5	700.5	5.4	684.1
4133	56+63	700.5	700.5	5.4	684.1
4134	56+67	700.5	700.5	5.4	684.1
4135	56+71	700.5	700.5	5.4	684.1
4136	56+75	700.5	700.5	5.4	684.1
4137	56+79	700.5	700.5	5.4	684.1
4138	56+83	700.5	700.5	5.4	684.1
4139	56+87	700.5	700.5	5.4	684.1
4140	56+91	700.5	700.5	5.4	684.1
4141	56+95	700.5	700.5	5.4	684.1
4142	56+99	700.5	700.5	5.4	684.1
4143	57+03	700.5	700.5	5.4	684.1
4144	57+07	700.5	700.5	5.4	684.1
4145	57+11	700.5	700.5	5.4	684.1
4146	57+15	700.5	700.5	5.4	684.1
4147	57+19	700.5	700.5	5.4	684.1
4148	57+23	700.5	700.5	5.4	684.1
4149	57+27	700.5	700.5	5.4	684.1
4150	57+31	700.5	700.5	5.4	684.1
4151	57+35	700.5	700.5	5.4	684.1
4152	57+39	700.5	700.5	5.4	684.1
4153	57+43	700.5	700.5	5.4	684.1
4154	57+47	700.5	700.5	5.4	684.1
4155	57+51	700.5	700.5	5.4	684.1
4156	57+55	700.5	700.5	5.4	684.1
4157	57+59	700.5	700.5	5.4	684.1
4158	57+63	700.5	700.5	5.4	684.1
4159	57+67	700.5	700.5	5.4	684.1
4160	57+71	700.5	700.5	5.4	684.1
4161	57+75	700.5	700.5	5.4	684.1
4162	57+79	700.5	700.5	5.4	684.1
4163	57+83	700.5	700.5	5.4	684.1
4164	57+87	700.5	700.5	5.4	684.1
4165	57+91	700.5	700.5	5.4	684.1
4166	57+95	700.5	700.5	5.4	684.1
4167	57+99	700.5	700.5	5.4	684.1
4168	58+03	700.5	700.5	5.4	684.1
4169	58+07	700.5	700.5	5.4	684.1
4170	58+11	700.5	700.5	5.4	684.1
4171	58+15	700.5	700.5	5.4	684.1
4172	58+19	700.5	700.5	5.4	684.1
4173	58+23	700.5	700.5	5.4	684.1
4174	58+27	700.5	700.5	5.4	684.1
4175	58+31	700.5	700.5	5.4	684.1
4176	58+35	700.5	700.5	5.4	684.1
4177	58+39	700.5	700.5	5.4	684.1
4178	58+43	700.5	700.5	5.4	684.1
4179	58+47	700.5	700.5	5.4	684.1
4180	58+51	700.5	700.5	5.4	684.1
4181	58+55	700.5	700.5	5.4	684.1
4182	58+59	700.5	700.5	5.4	684.1
4183	58+63	700.5	700.5	5.4	684.1
4184	58+67	700.5	700.5	5.4	684.1
4185	58+71	700.5	700.5	5.4	684.1
4186	58+75	700.5	700.5	5.4	684.1
4187	58+79	700.5	700.5	5.4	684.1
4188	58+83	700.5	700.5	5.4	684.1
4189	58+87	700.5	700.5	5.4	684.1
4190	58+91	700.5	700.5	5.4	684.1
4191	58+95	700.5	700.5	5.4	684.1
4192	58+99	700.5	700.5	5.4	684.1
4193	59+03	700.5	700.5	5.4	684.1
4194	59+07	700.5	700.5	5.4	684.1
4195	59+11	700.5	700.5	5.4	684.1
4196	59+15	700.5	700.5	5.4	684.1
4197	59+19	700.5	700.5	5.4	684.1
4198	59+23	700.5	700.5	5.4	684.1
4199	59+27	700.5	700.5	5.4	684.1
4200	59+31	700.5	700.5	5.4	684.1
4201	59+35	700.5	700.5	5.4	684.1
4202	59+39	700.5	700.5	5.4	684.1
4203	59+43	700.5	700.5	5.4	684.1
4204	59+47	700.5	700.5	5.4	684.1
4205	59+51	700.5	700.5	5.4	684.1
4206	59+55	700.5	700.5	5.4	684.1
4207	59+59	700.5	700.5	5.4	684.1
4208	59+63	700.5	700.5	5.4	684.1
4209	59+67	700.5	700.5	5.4	684.1
4210	59+71	700.5	700.5	5.4	684.1
4211	59+75	700.5	700.5	5.4	684.1
4212	59+79	700.5	700.5	5.4	684.1
4213	59+83	700.5	700.5	5.4	684.1
4214	59+87	700.5	700.5	5.4	684.1
4215	59+91	700.5	700.5	5.4	684.1
4216	59+95	700.5	700.5	5.4	684.1
4217	59+99	700.5	700.5	5.4	684.1
4218	60+03	700.5	700.5	5.4	684.1
4219	60+07	700.5	700.5	5.4	684.1
4220	60+11	700.5	700.5	5.4	684.1
4221	60+15	700.5	700.5	5.4	684.1
4222	60+19	700.5	700.5	5.4	684.1
4223	60+23	700.5	700.5	5.4	684.1
4224	60+27	700.5	700.5	5.4	684.1
4225	60+31	700.5	700.5	5.4	684.1
4226	60+35	700.5	700.5	5.4	684.1
4227	60+39	700.5	700.5	5.4	684.1
4228	60+43	700.5	700.5	5.4	684.1
4229	60+47	700.5	700.5	5.4	684.1
4230	60+51	700.5	700.5	5.4	684.1
4231	60+55	700.5	700.5	5.4	684.1
4232	60+59	700.5	700.5	5.4	684.1
4233	60+63	700.5	700.5	5.4	684.1
4234	60+67	700.5	700.5	5.4	684.1
4235	60+71	700.5	700.5	5.4	684.1
4236	60+75	700.5	700.5	5.4	684.1
4237	60+79	700.5	700.5	5.4	684.1
4238	60+83	700.5	700.5	5.4	684.1
4239	60+87	700.5	700.5	5.4	684.1
4240	60+91	700.5	700.5	5.4	684.1
4241	60+95	700.5	700.5	5.4	684.1
4242	60+99	700.5	700.5	5.4	684.1
4243	61+03	700.5	700.5	5.4	684.1
4244	61+07	700.5	700.5	5.4	684.1
4245	61+11	700.5	700.5	5.4	684.1
4246	61+15	700.5	700.5	5.4	684.1
4247	61+19	700.5	700.5	5.4	684.1
4248	61+23	700.5	700.5	5.4	684.1
4249	61+27	700.5	700.5	5.4	684.1
4250	61+31	700.5	700.5	5.4	684.1
4251	61+35	700.5	700.5	5.4	684.1
4252	61+39	700.5	700.5	5.4	684.1
4253	61+43	700.5	700.5	5.4	684.1
4254	61+47	700.5	700.5	5.4	684.1
4255	61+51	700.5	700.5	5.4	684.1
4256	61+55	700.5	700.5	5.4	684.1
4257	61+59	700.5	700.5	5.4	684.1
4258	61+63	700.5	700.5	5.4	684.1
4259	61+67	700.5	700.5	5.4	684.1
4260	61+71	700.5	700.5	5.4	684.1
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4262	61+79	700.5	700.5	5.4	684.1
4263	61+83	700.5	700.5	5.4	684.1
4264	61+87	700.5	700.5	5.4	684.1
4265	61+91	700.5	700.5	5.4	684.1
4266	61+95	700.5	700.5	5.4	684.1
4267	61+99	700.5	700.5	5.4	684.1
4268	62+03	700.5	700.5	5.4	684.1
4269	62+07	700.5	700.5	5.4	684.1
4270	62+11	700.5	700.5	5.4	684.1
4271	62+15	700.5	700.5	5.4	684.1
4272	62+19	700.5	700.5	5.4	684.1
4273	62+23	700.5	700.5	5.4	684.1
4274	62+27	700.5	700.5	5.4	684.1
4275	62+31	700.5	700.5	5.4	684.1
4276	62+35	700.5	700.5	5.4	684.1
4277	62+39	700.5	700.5</		

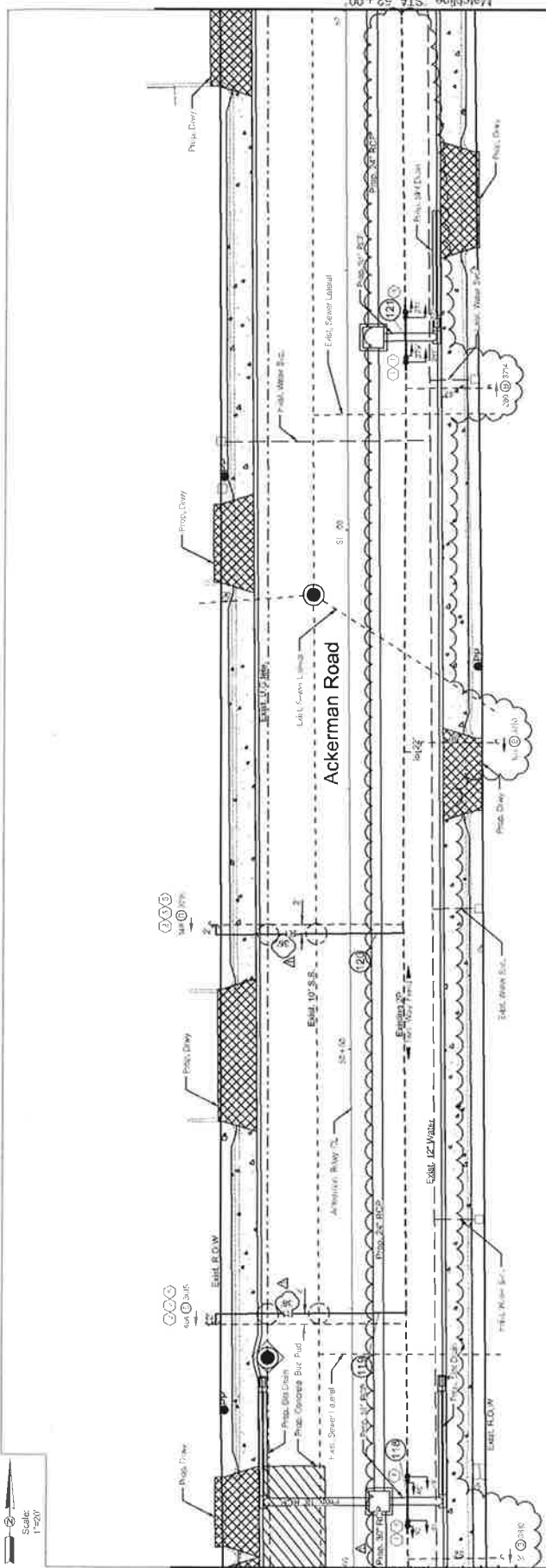
Contract Exhibit GAS-6

[illegible]

Gas contractors must field verify location, depths and sizes of existing utilities prior to the installation of the proposed gas facilities.

Conductivity must reflect all existing domestic curbs, investment restrictions, etc. to assist in better condition of the market outside of the project limits.

		STATE OF NEW YORK SENATE	
JEN C. DEAN 83905		JEN C. DEAN 83905	
Date: 06/09/23		Date: 06/09/23	
Bill Number: 83905		Bill Number: 83905	
Title:		Title:	
Description:		Description:	
Author:		Author:	
Sponsor:		Sponsor:	
Committee:		Committee:	
Status:		Status:	
Date:		Date:	
Time:		Time:	
Location:		Location:	
Contact:		Contact:	
Notes:		Notes:	
Comments:		Comments:	
Signatures:		Signatures:	
Date:		Date:	
Time:		Time:	
Location:		Location:	
Contact:		Contact:	
Notes:		Notes:	
Comments:		Comments:	
Signatures:		Signatures:	
Date:		Date:	
Time:		Time:	
Location:		Location:	
Contact:		Contact:	
Notes:		Notes:	
Comments:		Comments:	
Signatures:		Signatures:	
Date:		Date:	
Time:		Time:	
Location:		Location:	
Contact:		Contact:	
Notes:		Notes:	
Comments:		Comments:	
Signatures:		Signatures:	
Date:		Date:	
Time:		Time:	
Location:		Location:	
Contact:		Contact:	
Notes:		Notes:	
Comments:		Comments:	
Signatures:		Signatures:	
Date:		Date:	
Time:		Time:	
Location:		Location:	
Contact:		Contact:	
Notes:		Notes:	
Comments:		Comments:	
Signatures:		Signatures:	
Date:		Date:	
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Location:		Location:	
Contact:		Contact:	
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Comments:		Comments:	
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Notes:		Notes:	
Comments:		Comments:	
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Date:		Date:	
Time:		Time:	
Location:		Location:	
Contact:		Contact:	
Notes:		Notes:	
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Time:		Time:	
Location:		Location:	
Contact:		Contact:	
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Comments:		Comments:	
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Location:		Location:	
Contact:		Contact:	
Notes:		Notes:	
Comments:		Comments:	
Sign			



Item	Materials Description	Manufacturer	Design Quantity	Unit	Asbuilt Quantity	Stock #
1	Pipe Flanges 2" with Teflon Wite		35	ea		1013555
2	Pipe Flange 1" with Teflon Wite		76	ea		1013551
3	Pipe Flange 1" with Teflon Wite		2	ea		1014113
4	Flare Tapping Disconnects 2" M.T. Outlet		1	ea		1015673
5	Band Flange 90 Degrees 2"		1	ea		1015673
6	Band Flange 90 Degrees 2"		1	ea		1015673

Abandon existing service in place.

Depth of silicification (cm) was measured at 10 cm intervals from 0 to 70 cm.

Gas contractor still fields many local requests for bids and sizes of existing systems prior to the finalization of the proposed gas facilities.

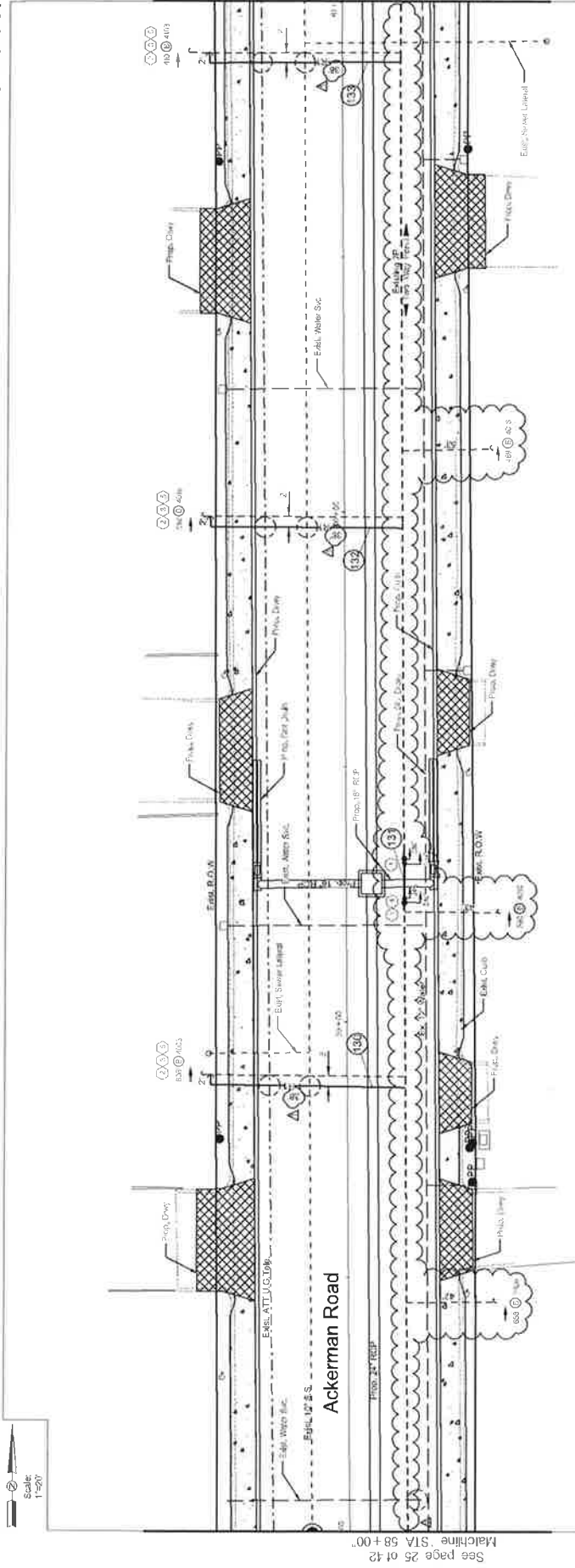
Notes To Forward:

Generally must receive all existing approvals, permits, licenses, etc., to construct or better condition if damaged outside of the project limits.

[illegible]

All proposed gas mains and services are to be installed at the planned Gas Top of Pipe Elevation indicated on the Location Data Table.

Contract Exhibit GAS-6



See page 25 of 42

See page 27 of 42

Item	Materials Description	Manufacturer	Original Quantity	Unit	Actual Quantity	Stock #
1	Pipe Plastic 2" with Tracer Wire		18	#		1013359
2	Pipe Plastic 1" with Tracer Wire		130	#		1013357
3	Tree Tapping Installation 2" x 1" Outlet		3	ea		1016102
4	Band Plastic 90 Degree 2"		1	ea		1015473
5	Band Plastic 90 Degree 1"		1	ea		1015477
6						
7						
8						
9						
10						

Notes To Foreman:

Design of telecommunication, sewer, water and electrical conflicts. Potential conflicts are checked for coordination. Installation of gas mains and services is to be in accordance with the water, telecommunication and electrical lines.

Notes To Foreman:

Gas contractor shall field verify locations, depths and sizes of existing telecommunication, sewer, water and electrical lines prior to installation of the proposed gas facilities.

Notes To Foreman:

Contractor must restore all existing telecommunication, sewer, water and electrical lines to original condition or better within 10 days of the project finish.

Notes To Foreman:

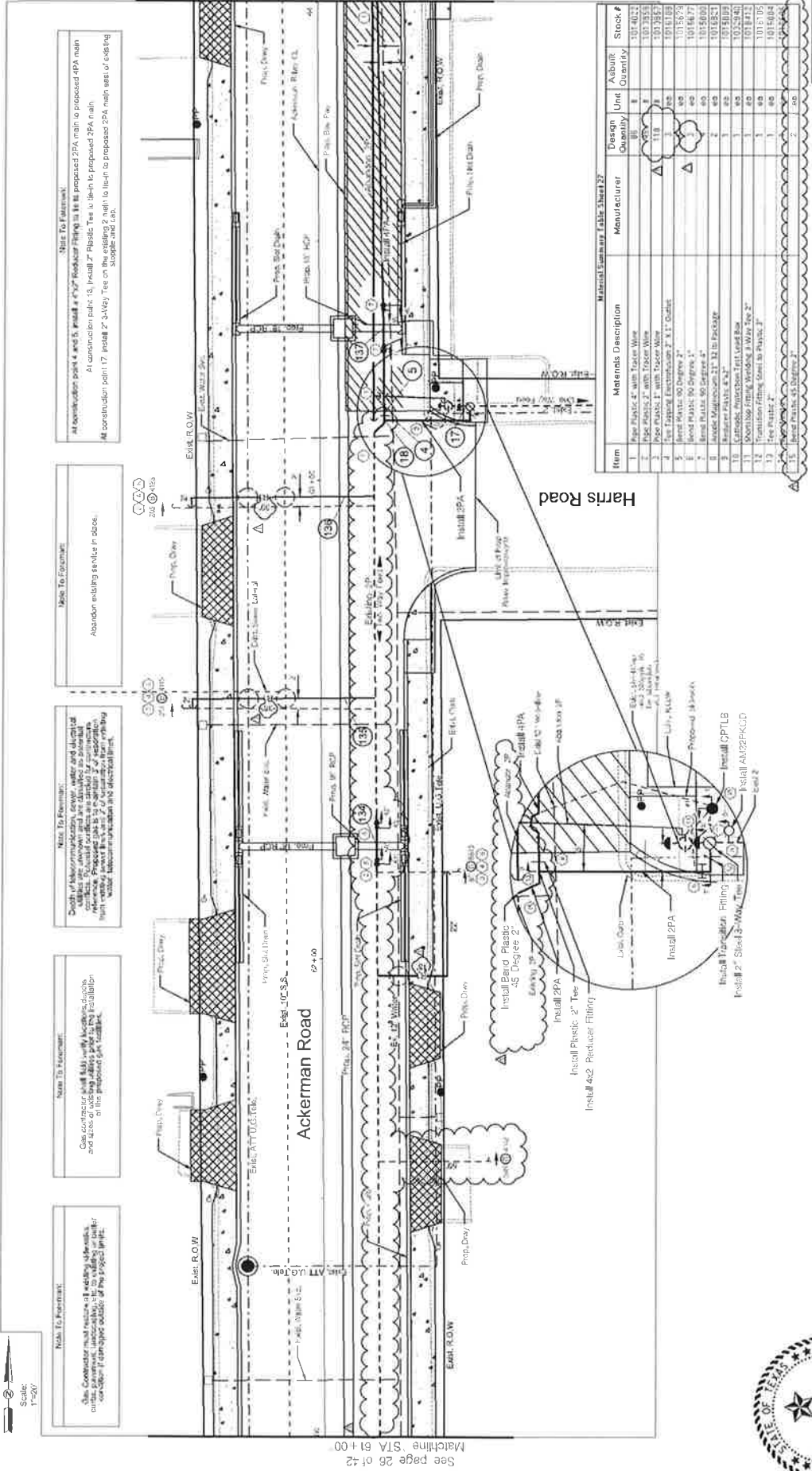
Attention: existing services in place.



DESIGNER: Steven C. Dean	DATE: 06/09/23	PROJECT: Ackerman Road - FM 78 to Binz Engleman Road	PROJECT NO: 40456360
CHECKED BY: William T. Fey	DATE: 06/09/23	DESIGNED BY: Steven C. Dean	PROJECT NO: 40456360
APPROVED BY: William T. Fey	DATE: 06/09/23	DESIGNED BY: Steven C. Dean	PROJECT NO: 40456360
DESIGNED BY: Steven C. Dean	DATE: 06/09/23	DESIGNED BY: Steven C. Dean	PROJECT NO: 40456360

All proposed gas mains and services are to be installed at the planned Gas Top of Pipe Elevation indicated on the Location Data Table.

Contract Exhibit GAS-6



Project Name: ACKERMAN ROAD - FM 78 TO BINZ-ENGLEMAN ROAD		Project No: 40456360	
Client: CPS ENERGY		Scale: 1"=20'	
Drawn By: William T. Fey		Check By: Steven C. Dean	
Date: 6/13/2023		Date: 6/12/2023	
Project No: G-0312		Sheet No: 26 of 42	



Material Summary Table Sheet 22		Material Summary Table Sheet 23	
Item	Materials Description	Manufacturer	Stock #
1	1" Pipe Plastic 4" with Tracer Wire	BLI	1014022
2	1" Pipe Plastic 2" with Tracer Wire	BLI	1013958
3	1" Tee Tapped Endcap 2" x 1" Outlet	BLI	1014109
4	1" Tee Tapped Endcap 2" x 1" Outlet	BLI	1013979
5	1" Tee Tapped Endcap 2" x 1" Outlet	BLI	1014177
6	1" Tee Tapped Endcap 2" x 1" Outlet	BLI	1014177
7	1" Tee Tapped Endcap 2" x 1" Outlet	BLI	1014177
8	1" Tee Tapped Endcap 2" x 1" Outlet	BLI	1014177
9	1" Tee Tapped Endcap 2" x 1" Outlet	BLI	1014177
10	1" Tee Tapped Endcap 2" x 1" Outlet	BLI	1014177
11	1" Tee Tapped Endcap 2" x 1" Outlet	BLI	1014177
12	1" Tee Tapped Endcap 2" x 1" Outlet	BLI	1014177
13	1" Tee Tapped Endcap 2" x 1" Outlet	BLI	1014177
14	1" Tee Tapped Endcap 2" x 1" Outlet	BLI	1014177
15	1" Tee Tapped Endcap 2" x 1" Outlet	BLI	1014177

<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: September 14, 2023

AGENDA ITEM: 8 d.

Discussion and review of Amendments to Proposed Budget for Fiscal Year 2023/2024.

<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: September 14, 2023

AGENDA ITEM: 8 e.

Discussion and Possible Action To Have Community Garage Sale In November

<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: September 14, 2023

AGENDA ITEM: 8 f.

Discussion on the Zipper contract for review of leasing options

Promissory Note

Basic Information

Date: September 29th, 2022

Borrower: City of Kirby, Texas

Borrower's Mailing Address: 112 Bauman St., Kirby, Texas 78219

Lender: Texas Heritage Bank

Place for Payment: 25060 IH 10 W., San Antonio, Texas 78257

Principal Amount: Two Hundred Four Thousand Six Hundred Twenty-Three and No/100 Dollars (\$204,623.00)

Annual Interest Rate:

The interest rate will be 4.95%.

Maturity Date: September 29th, 2027

Annual Interest Rate on Matured, Unpaid Amounts: 18%.

Terms of Payment (principal and interest):

Principal and interest is due and payable in five equal annual installments of Forty-Seven Thousand Two Hundred Ninety-Two and 08/100 Dollars (\$47,292.08), beginning September 29th, 2023, and continuing through September 29th, 2027. All amounts remaining due and owing shall be paid September 29th, 2027.

Security for Payment:

This note is secured by a purchase money security interest and the security agreement dated September 29th, 2022 from the City of Kirby to Texas Heritage Bank covering the equipment described therein (the "Security Agreement").

Promise to Pay

Borrower promises to pay to the order of Lender the Principal Amount (or such lesser amount as may be advanced pursuant to this Note) plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. If any amount is not paid either when due under the Terms of Payment or on acceleration of maturity, Borrower promises to pay any unpaid amount plus interest from the date the payment was due to the date of payment at the Annual Interest Rate on

Matured, Unpaid Amounts.

Saving Provision

Borrower's obligation to make annual payments is conditioned upon the best effort attempts by the governing body of the Borrower to obtain and appropriate funds for payment of the obligation evidenced by this Note. If the governing body of the Borrower fails to obtain and appropriate sufficient funds for Borrower to meet the obligations evidenced by this Note, Lender shall have the sole right to declare the Note in default.

Defaults and Remedies

A default exists under this note if Borrower fails to make any payment due under this Note, an event of default is declared under the Saving Provision of this Note, or in the event of a Default as defined in the Security Agreement.

Upon the occurrence of a default under this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due, and may exercise all other rights and remedies available at law or in equity.

Waivers

Borrower waives, to the extent permitted by law, all (1) demand for payment, (2) presentation for payment, (3) notice of intention to accelerate maturity, (4) notice of acceleration of maturity, (5) protest, and (6) notice of protest, and (7) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code, and (8) rights under section 17.001 and chapter 43 of the Texas Civil Practice and Remedies Code and rule 31 of the Texas Rules of Civil Procedure.

Borrower also promises to pay reasonable attorney's fees and court and other costs if an attorney is retained to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Borrower may pay without premium or penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due.

Interest Calculation

Interest on the debt evidenced by this note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding Principal Amount, multiplied by the actual number of days the Principal Amount is outstanding, unless such calculation would result in a usurious rate, in which case interest shall be calculated on a per diem basis of a year of 365 or 366 days, as the case may be. All interest payable under this note is computed using this method.

Usury Savings

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

Other Clauses

Borrower is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

BORROWER:

City of Kirby

By: 
Monique Vernon, City Manager

SECURITY AGREEMENT

This Security Agreement (this "Agreement") is made and entered into as of the 29th day of September, 2022 (the "Effective Date") by **City of Kirby, Texas** ("Pledgor") for the benefit of **Texas Heritage Bank** ("Secured Party").

Recitals

(a) Pledgor has delivered to Secured Party a Promissory Note in the original principal amount of Two Hundred Four Thousand Six Hundred Twenty-Three and 00/100 Dollars (\$204,623.00) executed of even date herewith ("Note") in connection with the purchase of the Equipment as defined herein.

(b) As a condition to Secured Party's agreement to make the loan evidenced by the Note, Secured Party has required that Pledgor execute this Agreement to grant a lien to Secured Party in the Equipment as defined herein to secure the Note.

The parties agree as follows:

1. Certain Definitions. Terms used in this Agreement that are not capitalized but are defined in the UCC have the meanings given to them in the UCC. If the definition given a term in Chapter 9 (or Article 9) of the UCC conflicts with the definition given that term in any other chapter of the UCC, the Chapter 9 (or Article 9) definition shall control. As used in this Agreement, the following terms have the meanings indicated:

"Default Rate" means the Annual Interest Rate on Matured, Unpaid Amounts as set forth in the Note.

"Equipment" means the equipment described in invoice AZ-0661 issued by Asphalt Zipper to Pledgor dated August 31, 2022, attached hereto as **Exhibit A**.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Obligation" (i) all indebtedness, obligations, and liabilities of Pledgor to Secured Party of any kind or character, now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several or joint and several, including but not limited to all obligations of Pledgor under the Note, (ii) all accrued but unpaid interest on any of the indebtedness described in (i) above, (iii) all obligations of Pledgor to Secured Party under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in clauses (i) and (ii) above, (iv) all costs and expenses incurred by Secured Party in connection with the collection and administration of all or any part of the indebtedness and obligations described in clauses (i), (ii), and (iii) above or the protection or preservation of, or

realization upon, the Collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable attorneys' fees and expenses, and (v) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in clauses (i), (ii), (iii), and (iv) above.

"Security Interest" means the security interests granted and the transfers, pledges, and assignments made under Section 2 of this Agreement.

"UCC" means (a) the Uniform Commercial Code, as adopted and in effect from time to time in Texas, and (b) if the UCC provides that the law of another jurisdiction governs certain matters, then, in respect of such matters, the Uniform Commercial Code as adopted and in effect from time to time in such jurisdiction.

2. Grant of Security Interest. To secure the prompt, unconditional, and complete payment and performance of the Obligation when due, Pledgor pledges and assigns to Secured Party, and grants to Secured Party a continuing security interest and a general lien upon the Equipment, whether now owned or hereafter acquired (collectively, the "Collateral").

3. Pledgor Representations and Warranties. Pledgor represents and warrants to Secured Party that this Agreement creates in favor of Secured Party an enforceable security interest in the Collateral, and the filing of financing statements contemplated by this Agreement with the Texas Secretary of State which sufficiently indicates the Collateral will perfect, and establish the lien priority of, Secured Party's security interest in the Collateral to the extent a security interest in such Collateral may be perfected under the UCC by the filing of a financing statement. Except for the Security Interest granted by this Agreement, Pledgor has full title to the Collateral free from any lien, security interest, encumbrance, or claim.

4. Pledgor Covenants. Pledgor covenants as follows:

(a) Pledgor will (i) maintain good and marketable title to all Collateral free of any liens, dispute, counterclaim, or defense; (ii) perform fully and promptly all covenants and agreements contained herein; (iii) at its cost and expense, defend any action which may affect the Security Interest or Pledgor's title to the Collateral; and (iv) obtain an acknowledgment from any third party which holds possession of any Collateral that the third party holds the Collateral for the benefit of Secured Party.

(b) Pledgor promptly will notify Secured Party of (i) any material adverse change in Pledgor's financial condition or any change which materially affects any of the Collateral or the Security Interest; (ii) any claim, action, or proceeding which could materially and adversely affect the value of, or Pledgor's title to, any of the Collateral, or the effectiveness of the Security Interest; and (iii) the occurrence of any Default (as defined below).

(c) Pledgor will not waste or destroy the Collateral or any part of it. Pledgor will not use the Collateral in violation of any statute or ordinance.

(d) Pledgor will pay all taxes and assessments on the Collateral or for its use and operation prior to any delinquency.

(e) Pledgor will not, without the prior written consent of the Secured Party, sell, lease, assign, license, transfer, or dispose of the Collateral or any interest in the Collateral until this Security Agreement and all Obligations have been fully satisfied. Pledgor will keep the Collateral free from liens, purchase money security interests and any liens for taxes not yet due.

(f) During the term of this Security Agreement Pledgor shall, at its own expense, maintain and carry in full force and effect commercial general liability with limits no less than the amount owed on the Note. Pledgor shall ensure that all insurance policies be issued by insurance companies reasonably acceptable to Secured Party and:

(i) provide that such insurance carriers give Secured Party at least 30 days' prior written notice of cancellation or non-renewal of policy coverage, provided that, prior to such cancellation, Pledgor has new insurance policies in place that meet the requirements of this section;

(ii) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Secured Party shall be excess and non-contributory;

(iii) name Secured Party and Secured Party's affiliates, including, in each case, all successors and permitted assigns, as additional insureds and additional loss payees; and

(iv) waive any right of subrogation of the insurers against Secured Party or any of its affiliates.

5. Collateral Security: No Assumption or Modification. The Security Interest is given as security only. Secured Party does not assume, and shall not be liable for, any of Pledgor's liabilities, duties, or obligations under, or in connection with, the Collateral. Secured Party's acceptance of this Agreement, or taking any action in connection with this Agreement, does not constitute Secured Party's approval of the Collateral or Secured Party's assumption of any liability, duty, or obligation under, or in connection with, the Collateral. This Agreement does not affect or modify Pledgor's obligations with respect to the Collateral.

6. Authorization to File Financing Statements. Pledgor will take all actions and execute all documents or instruments reasonably requested by Secured Party to create, perfect, maintain, or continue in favor of Secured Party a perfected security interest over all of the Collateral. Pledgor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office, in any UCC jurisdiction, any initial financing statements and amendments thereto that sufficiently describe the Collateral. Upon Secured Party's request, Pledgor agrees to furnish any such information to Secured Party promptly.

7. Default; Remedies. Upon the occurrence of either a default under the Note or a breach of this Agreement or any other agreement securing or guaranteeing the Note by any party other than Secured Party (a "Default"), Secured Party has the following cumulative rights and remedies under this Agreement:

(a) UCC Rights. Secured Party may exercise any and all rights available to a secured party under the UCC, in addition to any and all other rights afforded by this Agreement, at law, in equity or otherwise, including, without limitation: (i) requiring Pledgor to assemble all or part of the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to Pledgor and Secured Party; (ii) applying by appropriate judicial proceedings for appointment of a receiver for all or part of the Collateral; (iii) applying to the Obligation any cash held by Secured Party under this Agreement; (iv) reducing any claim to judgment; (v) exercising the rights of offset against the interest of Pledgor in and to every account and other property of Pledgor in Secured Party's possession to the extent of the full amount of the Obligation; (vi) foreclosing the Security Interest and any other liens Secured Party may have or otherwise realize upon any and all of the rights Secured Party may have in and to the Collateral, or any part thereof; and (vii) bringing suit or other proceedings before any Governmental Authority either for specific performance of any covenant or condition contained in this Agreement or in aid of the exercise of any right granted to Secured Party in this Agreement or the Note.

(b) Notice. Reasonable notification of the time and place of any public sale of the Collateral, or reasonable notification of the time after which any private sale or other intended disposition of the Collateral is to be made, shall be sent to Pledgor and to any other person entitled to notice under the UCC. It is agreed that notice sent or given not less than ten (10) calendar days prior to the taking of the action to which the notice relates is reasonable notification and notice for the purposes of this subparagraph. It shall not be necessary that the Collateral be at the location of the sale.

(c) Pledgor's Agent. Secured Party shall be deemed to be irrevocably appointed as Pledgor's agent and attorney-in-fact with all right and power to enforce all of Pledgor's rights and remedies under or in connection with the Collateral and this power is coupled with an interest. All reasonable costs, expenses, and liabilities incurred and all payments made by Secured Party as Pledgor's agent and attorney-in-fact, including, without limitation, reasonable attorneys' fees and expenses, shall be considered a loan by Secured Party to Pledgor which shall be repayable within ten (10) business days of demand and shall accrue interest at the Default Rate and shall constitute part of the Obligation.

(d) Account Debtor. Secured Party may notify or require each account debtor to make payment directly to Secured Party and Secured Party may take control of the proceeds paid to Secured Party. Until Secured Party elects to exercise these rights, Pledgor is authorized to collect and enforce the Collateral and to retain and expend all payments made on Collateral. After Secured Party elects to exercise these rights, Secured Party shall have the right in its own name or in the name of Pledgor to: (i) compromise or extend time of payment with respect to all or any portion of the Collateral for such amounts and upon such terms as Secured Party may reasonably determine; (ii) demand, collect, receive,

receipt for, sue for, compound and give acquittance for any and all amounts due or to become due with respect to Collateral; (iii) take control of cash and other proceeds of any Collateral; (iv) endorse Pledgor's name on any notes, acceptances, checks, drafts, money orders or other evidences of payment on Collateral that may come into Secured Party's possession; (v) sign Pledgor's name on any invoice relating to any Collateral, drafts against Pledgor or other persons making payment with respect to Collateral, and on notices to Pledgor making payment with respect to Collateral; (vi) send requests for verification of obligations to Pledgor; and (vii) do all other acts and things reasonably necessary to carry out the intent of this Agreement. If Pledgor or account party fails to make payment on any Collateral when due, Secured Party is authorized, in its sole reasonable discretion, either in its own name or in Pledgor's name, to take such action as Secured Party reasonably shall deem appropriate for the collection of any amounts owed with respect to Collateral or upon which a delinquency exists. Regardless of any other provision of this Agreement, however, Secured Party shall not be liable for its failure to collect, or for its failure to exercise diligence in the collection of, any amounts owed with respect to Collateral except for its own fraud, gross negligence, or willful misconduct, nor shall it be under any duty to anyone except Pledgor to account for funds that it shall actually receive under this Agreement. A receipt given by Secured Party to Pledgor or account debtor shall be a full and complete release, discharge, and acquittance to Pledgor or account party, to the extent of any amount so paid to Secured Party. Secured Party may apply or set off amounts paid and the deposits against any liability of Pledgor to Secured Party.

(e) Sale. Secured Party's sale of less than all the Collateral shall not exhaust Secured Party's rights under this Agreement and Secured Party is specifically empowered to make successive sales until enough of the Collateral is sold to satisfy the Obligation. If the proceeds of a sale of less than all the Collateral shall be less than the Obligation, this Agreement and the Security Interest shall remain in full force and effect as to the unsold portion of the Collateral just as though no sale had been made. If any sale under this Agreement is not completed, such sale shall not exhaust Secured Party's rights under this Agreement and Secured Party shall have the right to cause a subsequent sale or sales to be made. Any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale under this Agreement as to nonpayment of the Obligation, or as to the occurrence of any Default, or as to Secured Party's having declared all of such Obligation to be due and payable, or as to notice of time, place, and terms of sale and the properties to be sold having been duly given, or as to any other act or thing having been duly done by Secured Party, shall be taken as *prima facie* evidence of the truth of the facts so stated and recited, subject, however, to manifest error. Secured Party may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Secured Party, including the sending of notices and the conduct of sale, but such acts must be done in the name and on behalf of Secured Party.

(f) Existence of Default. Regarding the existence of any Default for purposes of this Agreement, Pledgor agrees that Pledgor or account debtors on any Collateral may rely upon written certification from Secured Party that such a Default exists and Pledgor expressly agrees that Secured Party shall not be liable to Pledgor for any claims, damages, costs, expenses, or causes of action of any nature whatsoever in connection with, arising

out of, or related to Secured Party's exercise of any rights, powers, or remedies, except for its own fraud, gross negligence, or willful misconduct.

(g) Application of Proceeds. Secured Party shall apply the proceeds of any sale or other disposition of the Collateral in the following order: (i) to the payment of all its reasonable expenses incurred in retaking, holding and preparing any of the Collateral for sale(s) or other disposition, in arranging for such sale(s) or other disposition, and in actually selling or disposing of the same (all of which are part of the Obligation), including attorney's fees; (ii) to payment of the balance of the Obligation; and (iii) to make any payments required under the UCC. Any surplus remaining shall be delivered to Pledgor.

(h) Conversion of Ownership. Secured Party shall have the right to transfer ownership of the Equipment into its name.

8. Other Rights of Secured Party.

(a) Performance. If Pledgor fails to preserve the priority of the Security Interest in any of the Collateral or, upon the occurrence and during the continuance of a Default, otherwise fails to perform any of its obligations under this Agreement with respect to the Collateral, then Secured Party may (but is not required to) prosecute or defend any suits in relation to the Collateral or take any other action which Pledgor is required to take under this Agreement, but has failed to take. Any sum which may be reasonably expended or paid by Secured Party under this Section (including, without limitation, court costs and reasonable attorneys' fees and expenses) shall bear interest from the date of expenditure or payment at the Default Rate until paid and, together with such interest, shall be payable by Pledgor to Secured Party within ten (10) business days of demand and shall be part of the Obligation.

(b) Collateral in Secured Party's Possession. If, while a Default exists, any Collateral comes into Secured Party's possession, Secured Party may use such Collateral for the purpose of preserving it or its value pursuant to the order of a court of appropriate jurisdiction or in accordance with any other rights held by Secured Party in respect of such Collateral. Pledgor will, to the maximum extent permitted by law, enter into a commercially reasonable arrangement to enable Secured Party to use such Collateral for the purpose of preserving it or its value including, but not limited to, acting as Secured Party's agent to enable Security Party to use any permits or similar governmental authorizations issued to Pledgor. Pledgor covenants to promptly reimburse and pay to Secured Party, at Secured Party's request, the amount of all reasonable expenses incurred by Secured Party in connection with its custody and preservation of such Collateral, and all such expenses, costs, taxes, and other charges shall bear interest at the Default Rate until repaid and, together with such interest, shall be payable by Pledgor to Secured Party within ten business days of demand and shall be part of the Obligation. However, the risk of accidental loss or damage to, or diminution in value of, Collateral is on Pledgor, except for Secured Party's own fraud, gross negligence, or willful misconduct. Secured Party shall have no liability for failure to obtain or maintain insurance, nor to determine whether any insurance ever in force is adequate as to amount or as to the risks insured. With respect to Collateral that is in the possession of Secured Party, Secured Party shall have no duty to

fix or preserve rights against prior parties to such Collateral and shall never be liable for any failure to use diligence to collect any amount payable in respect of such Collateral, but shall be liable only to account to Pledgor for what it actually collects or receives thereon.

(c) Subrogation. If any of the proceeds of the Obligation are given in renewal as an extension of, or are applied toward the payment of, indebtedness secured by any lien, Secured Party shall be, and is hereby, subrogated to all of the rights, titles, interests and liens securing the indebtedness so renewed, extended or paid.

9. Miscellaneous.

(a) Term. Upon (i) full and final payment of the Obligation and (ii) full and final termination and discharge of all rights and obligations under the Note, this Agreement shall terminate.

(b) Actions Not Releases. The Security Interest and Pledgor's obligations and Secured Party's rights under this Agreement shall not be released, diminished, impaired or adversely affected by the occurrence of any one or more of the following events: (i) the taking or accepting of any other security or assurance for any or all of the Obligation; (ii) any release, surrender, exchange, subordination or loss of any security or assurance at any time existing in connection with any or all of the Obligation; (iii) the insolvency, bankruptcy or lack of corporate or trust power of any party at any time liable for the payment of any or all of the Obligation, whether now existing or hereafter occurring; (iv) any renewal, extension, or rearrangement of the payment of any or all of the Obligation, either with or without notice to or the consent of Pledgor, or any adjustment, indulgence, forbearance or compromise that may be granted or given by Secured Party to Pledgor; (v) any neglect, delay, omission, failure, or refusal of Secured Party to take or prosecute any action in connection with any other agreement, document, guaranty or instrument evidencing, securing or assuring the payment of all or any of the Obligation; (vi) any failure of Secured Party to notify Pledgor of any renewal, extension, or assignment of the Obligation or any part thereof, or the release of any security under any other document or instrument, or of any other action taken or refrained from being taken by Secured Party against Pledgor or any new agreement between Secured Party and Pledgor, it being understood that Secured Party shall not be required to give Pledgor any notice of any kind under any circumstances whatsoever with respect to or in connection with the Obligation, including, without limitation, notice of acceptance of this Agreement or any Collateral ever delivered to or for the account of Secured Party under this Agreement; (vii) the illegality, invalidity or unenforceability of all or any part of the Obligation against any third party obligated with respect thereto by reason of the fact that the Obligation, or the interest paid or payable with respect thereto, exceeds the amount permitted by law, the act of creating the Obligation, or any part thereof, is *ultra vires*, or the officers, members, managers or trustees creating same acted in excess of their authority, or for any other reason; or (viii) if any payment by any party obligated with respect thereto is held to constitute a preference under applicable laws or for any other reason Secured Party is required to refund such payment or pay the amount thereof to someone else.

(c) Waivers. Except to the extent expressly otherwise provided in this Agreement, Pledgor waives: (i) any right to require Secured Party to proceed against any other person, to exhaust its rights in Collateral, or to pursue any other right which Secured Party may have; (ii) with respect to the Obligation, presentment and demand for payment, protest, notice of protest and nonpayment, notice of acceleration, and notice of the intention to accelerate; and (iii) all rights of marshaling in respect of any and all of the Collateral.

(d) Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, successors, and assigns.

(e) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. A facsimile or ".pdf" copy of any such signed counterpart shall be treated and shall have the same force and effect as an originally signed counterpart.

(f) Consent to Jurisdiction; Forum Selection; Waiver of Jury Trial. The parties agree that any actions arising in connection with this Agreement will be tried and litigated exclusively in the state or federal courts located in Bexar County, San Antonio, Texas. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than those specified in this Section 9(f). Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any action brought in accordance with this Section 9(f) and stipulates that the state or federal courts located in San Antonio, Texas will have personal jurisdiction over each of them for the purpose of litigating any dispute, controversy or action arising out of or related to this Agreement. Each party authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this Section 9(f) by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION TO ENFORCE OR DEFEND ANY RIGHT, POWER, OR REMEDY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR UNDER OR IN CONNECTION WITH ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. The terms and provisions of this Section 9(f) constitute a material inducement for the parties entering into this Agreement

(g) Governing Law. This Agreement and any dispute hereunder shall be construed and enforced under and in accordance with the law of the State of Texas.

(h) Attorney's Fees. In the event of any action to compel compliance with, or a breach of, any of the terms and conditions of this Agreement, the prevailing party shall be


entitled to recover from the non-prevailing party the costs of such action, including reasonable attorneys' fees, costs, and disbursements.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the date first written above.

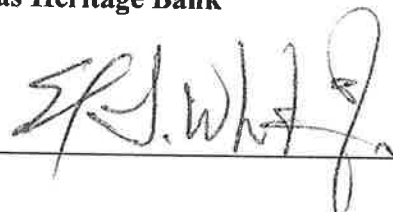
PLEDGOR:

City of Kirby

By: 
Monique Vernon, City Manager

SECURED PARTY:

Texas Heritage Bank

By: 



831 East 340 South
Suite 250

American Fork, UT 84003

Federal Tax ID: 87-0661865

Phone # 888-947-7378

Fax # 801-847-3250

Invoice

Date	Invoice #
8/31/2022	AZ-0661

Bill To
City of Kirby 112 Bauman St Kirby, TX 78219

Ship To
City of Kirby 112 Bauman St Kirby, TX 78219

P.O. Number	Terms	Due Date	Rep	Ship	Via	Machine Serial #
	Due on receipt	8/31/2022	DF	9/2/2022	Dill	AZ-0661
Description			Quantity	Price Each	Amount	
Asphalt Zipper 420X-173H (up to 36" cut), Cummins 173HP Inter-Cooled Turbo Diesel Engine (Tier 4), Heavy Duty 42" Cutterhead Installed, Trispec Bits Installed, Magnum Duty Planetary, Active Hydraulic Depth Control & Bucket Locks, Wireless Remote, Spray Bar, Extra Bits, Blocks & Bit Puller, Integrated ZipTec Pulverizing System, Accu-Trak Wheel Assist with Power Steering, Wheel Assist Mount Water System (150g) Machine Serial # AZ-0661			1	184,315.00	184,315.00T	
Custom Wheel Assist Trailer - VIN # 109FS1925NU021880			1	20,985.00	20,985.00T	
Extended Warranty (2yr)			1	4,495.00	4,495.00T	
Starter Kit			1	1,705.00	1,705.00T	
Discount - 2022 Muni Road Rescue				-4,210.00	-4,210.00	
Discount - Road Rescue, Extended Warranty, Starter Kit				-6,200.00	-6,200.00	
				Subtotal	\$201,090.00	
				Sales Tax (0.0%)	\$0.00	
				Total	\$201,090.00	

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) James Rosenblatt
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Rosenblatt Law Firm, P.C. 16731 Huebner Road San Antonio, Texas 78248

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME City of Kirby					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 112 Bauman St.			CITY Kirby	STATE TX	POSTAL CODE 78219
				COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
				COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Texas Heritage Bank					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 25060 IH 10 W			CITY San Antonio	STATE TX	POSTAL CODE 78257
				COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibit "A" attached hereto and made a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative					
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility			6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing		
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor					
8. OPTIONAL FILER REFERENCE DATA:					



831 East 340 South
Suite 250
American Fork, UT 84003
Federal Tax ID: 87-0661865

Phone # 888-947-7378
Fax # 801-847-3250

Invoice

Date	Invoice #
8/31/2022	AZ-0661

Bill To
City of Kirby 112 Bauman St Kirby, TX 78219

Ship To
City of Kirby 112 Bauman St Kirby, TX 78219

P.O. Number	Terms	Due Date	Rep	Ship	Via	Machine Serial #
	Due on receipt	8/31/2022	DF	9/2/2022	Dill	AZ-0661
Description			Quantity	Price Each	Amount	
Asphalt Zipper 420X-173H (up to 36" cut), Cummins 173HP Inter-Cooled Turbo Diesel Engine (Tier 4), Heavy Duty 42" Cutterhead Installed, Trispec Bits Installed, Magnum Duty Planetary, Active Hydraulic Depth Control & Bucket Locks, Wireless Remote, Spray Bar, Extra Bits, Blocks & Bit Puller, Integrated ZipTec Pulverizing System, Accu-Trak Wheel Assist with Power Steering, Wheel Assist Mount Water System (150g) Machine Serial # AZ-0661			1	184,315.00	184,315.00T	
Custom Wheel Assist Trailer - VIN # 109FS1925NU021880			1	20,985.00	20,985.00T	
Extended Warranty (2yr)			1	4,495.00	4,495.00T	
Starter Kit			1	1,705.00	1,705.00T	
Discount - 2022 Muni Road Rescue				-4,210.00	-4,210.00	
Discount - Road Rescue, Extended Warranty, Starter Kit				-6,200.00	-6,200.00	
				Subtotal	\$201,090.00	
				Sales Tax (0.0%)	\$0.00	
				Total	\$201,090.00	

DISCUSSION TERM SHEET

Borrower: City of Kirby

Loan Amount: Up to \$201,090.00 (100% Purchase Money Financing).

Loan Purpose: Provide funds to purchase an Asphalt Zipper 420X-173H.

Term: Five year fully amortizing note with annual principal of \$40,218 and interest payments. Estimated year one principal and interest payment of \$50,172.

Interest Rate: 4.95% FIXED.

Fee: \$1,000.00 commitment fee.

Guarantors: NONE.

Collateral: Purchase Money Security Interest and UCC-1 filing on equipment purchased, Asphalt Zipper 420X-173H and to be titled Custom Wheel Assist Trailer VIN# 109FS1925NU021880.

Other Matters: Attorney prepared loan documents, estimated cost of \$3,000.

THIS DISCUSSION TERM SHEET IS FOR DISCUSSION PURPOSES ONLY AND IS ISSUED AT A TIME WHEN TEXAS HERITAGE BANK IS COMPLETING ITS CREDIT REVIEW OF THE BORROWER, GUARANTORS, AND COLLATERAL TO SECURE THE CREDIT FACILITY OUTLINED HEREIN. FUTHERMORE, ALL TERMS OF THE CREDIT FACILITY WILL BE OUTLINED IN A COMPREHENSIVE LOAN AGREEMENT. THE LOAN AGREEMENT AND RELATED DOCUMENTATION MAY CONTAIN ADDITIONAL TERMS AND CONDITIONS REGARDING MATTERS NOT ADDRESSED IN THIS DISCUSSION TERM SHEET.

<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: September 14, 2023

AGENDA ITEM: 8 g.

Discussion and Possible Action on Emergency Interconnect Agreement with SAWS.

City of Kirby - Emergency Interconnect Rate Analysis										
Entity/Residential Rate Type		SAWS			City of Kirby			City of Kirby		
90 Estimated Usage (Acre Feet)		Residential, Outside City Limit Rates			Residential, Base Rates			Residential, Stage II/III Rates		
29,326,590	Estimated Usage (Gallons)	Rate/1000 gl	Gallons	Charge	Rate/1000 gl	Gallons	Charge	Rate/1000 gl	Gallons	Charge
Water Service Availability Charge (8") \$ 613.53										
Charge increased by \$2.60 if usage exceeds 4,000 gallons										
Water Delivery										
Base										
Tier 1		\$ 1.1800	4,000	\$ 4.72	\$ 10.00		\$ 10.00	\$ 10.00		\$ 10.00
Tier 2		\$ 2.1820	3,000	\$ 6.55	\$ 1.80	10,000	\$ 18.00	\$ 2.16	10,000	\$ 21.60
Tier 3		\$ 3.9510	5,000	\$ 19.76	\$ 2.25	10,000	\$ 22.50	\$ 2.70	10,000	\$ 27.00
Tier 4		\$ 5.1890	8,000	\$ 41.51	\$ 3.25	10,000	\$ 32.50	\$ 3.90	10,000	\$ 39.00
Tier 5		\$ 7.3700	29,306,590	\$ 215,989.57	\$ 4.25	10,000	\$ 42.50	\$ 5.10	10,000	\$ 51.00
Water Supply										
Tier 1		\$ 1.6310	4,000	\$ 6.52	\$ 6.25	29,286,590	\$ 183,041.19	\$ 7.50	29,286,590	\$ 219,649.43
Tier 2		\$ 3.0180	3,000	\$ 9.05						
Tier 3		\$ 5.4640	5,000	\$ 27.32						
Tier 4		\$ 7.1770	8,000	\$ 57.42						
Tier 5		\$ 10.1940	29,306,590	\$ 298,751.38						
EAA Fee		\$ 0.29920	29,326,590	\$ 8,774.52	\$ 3.40		\$ 3.40	\$ 3.40		\$ 3.40
TCEQ Fee per connection		\$ 0.21								
Capital Outlay Fee							\$ 4.00			\$ 4.00
Total Charge \$ 524,304.44 \$ 183,174.09 \$ 219,805.43										
Effective Rate/1000 gl \$ 17.8781 \$ 6.2460 \$ 7.4951										
The water service interconnect rate is the greater of the metered usage applied to the SAWS and Kirby residential rates (per Ord. No. 101684).										
Total Monthly Active Interconnect Usage (estimated 90AF) \$ 524,304.44 using SAWS rates - greater of the residential rates										
Additional Charge if Active Usage over 30 Consecutive Days \$ 6,137.40										
Total Monthly Standby (Inactive) Charge \$ 613.74										
Total Annual Standby (Inactive) Charge \$ 7,364.88										

EMERGENCY INTERCONNECT AGREEMENT

This Emergency Interconnect Agreement (the "Agreement") is entered into to be effective on the ___ day of _____ 2023 (the "Effective Date") by and between the San Antonio Water System Board of Trustees, a water, wastewater, and water reuse utility organized under Article 1115 V.A.T.S, and City Ordinance No. 75686 (the "Indenture Ordinance"), and by and through its President and CEO, Robert R. Puente ("SAWS") and City of Kirby (the "Requesting Purveyor"), with respect to SAWS providing an emergency interconnect to the Requesting Purveyor under the following conditions:

Whereas, SAWS and the Requesting Purveyor now desire to execute this Emergency Interconnect Contract (2023 Contract); and

Whereas, SAWS and the Requesting Purveyor enter into this Agreement to further the water security of the City of Kirby; and

Now Therefore, the Parties agree as follows:

1. The Requesting Purveyor agrees that SAWS has the obligation to first provide water service to its customers not located in the area to be served through the emergency interconnect. SAWS has the right to not sell water through the emergency interconnect if it has determined that its first priority customers would be adversely impacted. The Requesting Purveyor understands and agrees that SAWS, in its sole discretion, may terminate the emergency interconnect at any time and reject any future emergency interconnects.
2. All emergency interconnections shall be charged the interconnect water service rate and the meter availability fee and billed in accordance with City of San Antonio Ordinance #101684 and as may be amended from time to time and shall be subject to the requirements of the ordinance. Impact fees will not be charged by SAWS for an emergency interconnect.
3. Physical connections to SAWS infrastructure for the emergency interconnect shall be funded entirely by the Requesting Purveyor. The Requesting Purveyor must apply for a Water Connection Permit through SAWS' Counter Service Division. SAWS must approve the engineering plans and inspect the construction of the connection prior to activating the emergency connection. Construction of the connection must comply with all SAWS' specifications and regulations. Requesting Purveyor must also obtain all required approvals from the Texas Commission on Environmental Quality, or successor agency ("TCEQ"), prior to construction of the connection. SAWS will provide the Requesting Purveyor with information regarding SAWS' facilities as required by TCEQ.

4. The Requesting Purveyor has one (1) emergency interconnection points to SAWS distribution system (Attachment 1):

- Insert Address, 8" Service Line Meter Number ###

5. SAWS shall furnish, operate and maintain, at its own expense the necessary metering equipment and other devices required for properly measuring the quantity of water delivered to the Requesting Purveyor. The SAWS obligations under this Contract shall terminate at the established point of delivery, and the Requesting Purveyor shall be solely responsible for complying with all applicable requirements, including the maintenance of minimum pressure. The Requesting Purveyor will maintain sanitary control over the system downstream of the point of delivery.
6. Activation of the connection is temporary and shall be limited to conditions necessitated by mechanical failure of the Requesting Purveyor's system.
 - The emergency connection shall not be used as the mechanism to delay repairs or modifications to the Requesting Purveyor's system.
 - Activation of the connection shall be performed by SAWS staff.
 - Requesting Purveyor shall contact SAWS Emergency Operations Center for activation of the connection by calling 210-704-7297 (210-704-SAWS).
7. Each activation of the emergency interconnect shall not exceed 30 consecutive calendar days. If more than 30 consecutive calendar days are needed to repair the mechanical failure with the system, the Requesting Purveyor shall submit a written request to SAWS. SAWS will then reassess the request to determine if adequate water supply is available for SAWS' first priority customers and also for the emergency interconnect.
8. Water use from the emergency interconnect, by the Requesting Purveyor, shall be limited to domestic indoor use – not for landscape watering.
9. The Requesting Purveyor shall develop and implement a water conservation plan using the applicable elements of 30 TAC Chapter 288. The Requesting Purveyor agrees to make available a copy of the approved Conservation Plan to SAWS upon request.
10. The emergency interconnect is not intended to serve as a supplemental source due to declining water supply and cannot be used to avoid acquiring additional water supplies or to avoid building redundant infrastructure.
 - The emergency interconnect cannot be used to satisfy any redundancy or back-up infrastructure or water supply requirements, including those that may be prescribed by the Texas Commission on Environmental Quality (TCEQ), or as part of the Requesting Purveyor's Emergency Preparedness Plan under Texas Water Code 13.1394.
 - If the Requesting Purveyor does not have an adequate water supply to meet customer demand, a wholesale connection may be requested, however, SAWS shall

have the discretion to accept or reject such a request.

- A wholesale connection will require an engineering study to determine compatibility with SAWS' master plan, the availability of capacity, and if additional facilities will be required.
 - A wholesale connection will require the payment of impact fees.
 - A wholesale connection will require that a take or pay wholesale contract be executed between SAWS and the Requesting Purveyor.
11. Liability. Requesting Purveyor shall be solely responsible for any and all claims, damages, deaths, losses, injury, fines, penalties, suits and liability of every kind, including environmental liability, arising from the use, distribution, sale, delivery or discharge of the water provided under this Agreement, whether such use is intended or accidental, or authorized by this Agreement and applicable laws or otherwise. Requesting Purveyor shall be solely responsible for any and all claims, damages, deaths, losses, injury, fines, penalties, suits and liability of every kind arising from or relating to the design, installation, construction, connection, maintenance, operation and modification of the interconnection, regardless as to whether the interconnection was released for service by SAWS.
12. **INDEMNIFICATION.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, REQUESTING PURVEYOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF SAN ANTONIO, SAWS, AND THEIR EMPLOYEES, OFFICERS, AGENTS AND REPRESENTATIVES ("CITY/SAWS REPRESENTATIVES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ENVIRONMENTAL LIABILITY, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH REQUESTING PURVEYOR'S DISTRIBUTION, USE, SALE, DELIVERY AND/OR STORAGE OF THE WATER PROVIDED HEREUNDER, AND/OR THE DESIGN, INSTALLATION, CONSTRUCTION, CONNECTION, MAINTENANCE, MODIFICATION OR OPERATION OF REQUESTING PURVEYOR'S SYSTEM, INCLUDING WHEN CAUSED, IN WHOLE OR PART, BY REQUESTING PURVEYOR, THIRD PARTIES, OR BY THE CONTRIBUTORY NEGLIGENCE OF CITY/SAWS REPRESENTATIVES. IT IS THE EXPRESSED INTENT OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY REQUESTING PURVEYOR TO INDEMNIFY AND PROTECT CITY/SAWS REPRESENTATIVES FROM THE NEGLIGENT ACTS OF THE REQUESTING PURVEYOR, THIRD PARTIES, AND CITY/SAWS REPRESENTATIVES, EXCEPT WHEN CAUSED BY THE SOLE NEGLIGENCE OF CITY/SAWS REPRESENTATIVES.
13. The term of this Agreement commences on the Effective Date and shall remain in full force and effect for a period of ten (10) years (beginning on January 1, 2024?) and shall terminate on December 31, 2033.
14. Either party may terminate this Agreement by providing prior written notice to the other with an immediate effective date. This right to terminate may be exercised to apply to any or all of the emergency interconnection sites specified in Sections 4 above. If

the termination applies to less than all of those sites, then this Agreement shall remain in effect for the remaining sites unless subsequently terminated by either party.

IN WITNESS WHEREOF, SAWS AND Requesting Purveyor have duly executed this Agreement as of the Effective Date.

REQUESTING PURVEYOR

By: _____
Name: Janeshia A. Grider
Title: Mayor

SAN ANTONIO WATER SYSTEM

By: _____
Name: Robert R. Puente
Title: President/CEO

<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: September 14, 2023

AGENDA ITEM: 8 h.

Discussion and possible action regarding Nepotism as applied to the Code of Conduct for boards and commissions



Code of Ethics and Conduct for Board, Commission, and Committee Members

Members must uphold values of professional and personal ethics that exemplify the highest of standards and demonstrate impartiality, honesty, integrity, respect, and transparency.

Professionalism includes behavior befitting a member of any board, commission, or committee as they perform their duties. Specifically, during meetings, board, commission, and committee members will preserve order and decorum, will not interrupt or delay proceedings, and will not refuse to obey the requests of the presiding officer or any procedures and policies adopted by the City of Kirby.

Impartiality means neutrality and lack of bias in the application of decision-making by members.

Honesty means to be truthful and fair in your dealings with city matters, and free from deceit or fraud.

Integrity means that all members agree to uphold the intent of this policy and govern their actions accordingly. This includes nepotism on any board, commission, or committee that receives city funds for budgetary purposes.

Respect means members will refrain from rude and disrespectful remarks and will not belittle other members, city staff members, or members of the public, to include social media or other communication entities (phone, text, email, online media).

Transparency means that the city provides open access to information concerning actions and funds pertaining to city operations.

Members must incorporate the use of a microphone during all proceedings so that their statements may be clearly heard. No whispering or sharing notes will be allowed during meetings. All meetings of board, commission and committees must be videorecorded, as per the Open Meetings Act.

Members will follow all city ordinances and uphold the laws of the State of Texas.

Members will not condone any unethical or illegal activity. All members agree to uphold the intent of this policy and govern their actions accordingly.

I, _____ (print) received the City of Kirby Board, Commission, and Committee Member Code of Ethics and Conduct on _____, for the (Board, commission, committee) _____. I recognize that any violation of this policy may result in my removal and could prevent future appointments.

X _____
(signature)

City Secretary _____
(signature)

<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: September 14, 2023

AGENDA ITEM: 8 i.

Discussion and possible action on approving the 2024 City of Kirby Holiday Schedule

<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: September 14, 2023

AGENDA ITEM: 8 j.

Discussion on council meeting procedures pursuant to Kirby Municipal Code Sections 30.01 through 30.10.



City of Kirby

Holiday Schedule 2024

New Year's Day	Monday-January 1, 2024
Martin Luther King Jr.	Monday-January 15, 2024
President's Day	Monday-February 19, 2024
Good Friday	Friday-April 19, 2024
Memorial Day	Monday-May 27, 2024
Juneteenth	Wednesday-June 19, 2024
Independence Day	Thursday-July 4, 2024
Labor Day	Monday-September 2, 2024
911 Patriot Day (Fire Only)	Wednesday-September 11, 2024
Columbus Day	Monday-October 14, 2024
Veterans Day Observance	Monday-November 11, 2024
Thanksgiving Day	Thursday-November 28, 2024
Day After Thanksgiving (Except Fire)	Friday-November 29, 2024
Christmas Day	Wednesday-December 25, 2024
Employee Birthday	Taken during Birthday Month

<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: September 14, 2023

AGENDA ITEM: 8 k.

Discussion and Possible Action regarding Kirby Police Department Procedures on wearing body cameras.

<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: September 14, 2023

AGENDA ITEM: 8 I.

Discussion and Action on Kirby Youth Program Kids Fall Craft Party.

<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: September 14, 2023

AGENDA ITEM: 8 m.

Discussion and Possible Action on City of Kirby hosting Hispanic Heritage Month Event.