



Janeshia A. Grider, Mayor

Sylvia Apodaca
Christopher Garza
Joe Molina

Mike Martin
Sally Hitt
Maria Lozano

**CITY COUNCIL AGENDA
REGULAR MEETING
WEDNESDAY, SEPTEMBER 27, 2023 - 7:00 P.M.
CITY HALL COUNCIL CHAMBER
112 BAUMAN, KIRBY, TX 78219**

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

Topic: Regular City Council Meeting

Date and Time: August 27, 2023 at 7:00 P.M. (Central Time)

Join Zoom Meeting:

Video Participation: Join Zoom Meeting

<https://zoom.us>

Meeting ID: 956 855 1663 and Passcode: 1955

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

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

Citizens Participation Is For The City Council To Receive Information On Issues That May Be Of Concern To The Public. Citizens Participation Is Limited To Five (5) Minutes. A Purpose Of The Open Meetings Act Is To 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. Budget Workshop Minutes – August 24, 2023
- d. Special Meeting Minutes – August 31, 2023
- e. Retreat Minutes – August 4, 2023
- f. Retreat Minutes – August 5, 2023

7. Presentation

- a. Presentation on fire prevention week proclamation.

8. Executive Session

- a. The City Council will meet in Closed Session pursuant to Texas Government Code Section 551.074, Personnel, to deliberate matters associated with hiring a municipal prosecutor.

9. Reconvene to Open Session

- a. Following deliberation in Closed Session, the City Council will reconvene in Open Session to take any final action required on the matters discussed in Closed Session.

10. Discussion And Possible Action

- a. Discussion and Possible Action on Ackerman Road change orders 2 and 3 and update on Ackerman road project.
- b. Discussion and Possible Action regarding Ordinance O-2023-926 adopting the Annual Budget of the City of Kirby for Fiscal Year 2023-24 (first reading).
- c. Discussion and Possible Action on waiving the second reading of Ordinance O-2023-926 pursuant to the City of Kirby Charter Section 2.13 by affirmative vote of all Council members present.
- d. Discussion and Possible Action regarding Ordinance O-2023-927 adopting a maximum Fiscal Year 2023-24 ad valorem tax rate (first reading).

- e. Discussion and Possible Action on waiving the second reading of Ordinance O-2023-927 pursuant to the City of Kirby Charter Section 2.13 by affirmative vote of all Council members present.
- f. Discussion and Possible Action to authorize the Acting City Manager to sign RRGp services agreement.
- g. Discussion and Possible Action on approval of 2022 Audit.
- h. Discussion and Possible Action on Ordinance O-2023-928 amendment for City of Kirby Fiscal Year 2022-2023 budget by increasing/decreasing certain expenditures and increasing/decreasing certain revenues to the individual budget accounts in all funds set forth in the attached Exhibit A (first reading).
- i. Discussion and Possible Action on waiving the second reading of Ordinance O-2023-928 pursuant to the City of Kirby Charter Section 2.13 by affirmative vote of all Council members present.
- j. Discussion and Possible Action on the Community Development Block Grant Program Intergovernmental Cooperative Agreement for Foxcross Drive.

11. City Manager Announcements

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

12. 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

13. 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.

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

DATE OF POSTING: September 22, 2023

TIME OF POSTING: 6:00 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 10, 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 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

Council Member Garza made a statement to address the retreat and inform the public he was questioning mis information and encourages the council members to create their own identities

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

Nay:

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

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

Nay:

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

Nay:

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

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 Gaity 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

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 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

Requested rereview to annotate and edit to recuse

d. Retreat Minutes – August 4, 2023

To be reviewed

e. Retreat Minutes – August 5, 2023

To be reviewed

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 acceptive 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 Board

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

- l. 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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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 21, 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 AGENDA
BUDGET WORKSHOP
THURSDAY, AUGUST 24, 2023 - 6:00 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: Fiscal Budget 2023-2024

Date and Time: August 24, 2023 at 6:00 P.M.-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 6:01

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

Absent

Council Member Garza
Council Member Hitt
Council Member Lozano
Council Member Martin
Council Member Molina
Mayor Grider

Mayor Pro-Tem Apodaca absent for Public Hearing, arrived at 6:57 P.M.

4. Citizen Participation

Roger Romans Discussed agenda item A and Tax Rate

5. Topic Of Workshop Discussion

a. Fiscal Budget 2023-2024

City Manager Brian Rowland provided presentation on Tax Rate and Budget

6. Adjournment

Meeting Adjourned at 6:57 P.M.

Janeshia Grider,
Mayor

Katelyn Ueckert
Interim City Secretary

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

DATE OF POSTING: August 7, 2023

TIME OF POSTING: 6:45 P.M.



Janeshia A. Grider, Mayor

Sylvia Apodaca
Christopher Garza
Joe Molina

Mike Martin
Sally Hitt
Maria Lozano

**CITY COUNCIL AGENDA
SPECIAL MEETING
THURSDAY, AUGUST 31, 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 31, 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 7:10 P.M.

2. Invocation and Pledge of Allegiance to the Flag

Pastor Rich leads with prayer and invocation of the pledge

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
Mayor Grider

Absent

Council Member Molina

5. Citizen Participation

- Edward Tijerina- Discussed employee insurance concerns and discussed budget for police and fire department and discussed waste of funds
- Patricia Mann- Thanks Council, Advocates for the police department addressed police pay and funds and asked council to do more to increase police funding
- Jackie Wyn- discussed previous council meeting asked why the public at the meeting was not informed of employee illnesses
- Debbie Walzyk- discussed City Manager not being in office or available to the public, also discussed City Manager passing out items to council last minute, stated the raise discussed for the police department is disrespectful
- Jeff Eckeland- waited for agenda item 8A
- Mike Grant- discussed nepotism, discussed police training and raising police pay also discussed roads and patch work
- Patrick White- discussed lack of engagement of council members, discussed City Manager Brian Rowland stated he lied and that there is a lawsuit against him
- Jack Miller- discussed open carry in City Hall, also discussed City Manager Brian Rowland and Praire View filing a lawsuit against Brian Rowland, discussed complaint on Council Member Garza
- Katherin Migarity- discussed budget and disagrees with cutting police positions and overtime stated defunding the police is wrong
- BJ Voigt- elaborated on Mike Grants discussion discussed the budget cuts to police and fire department
- Kelene Benevides- City employee discussed complaint she filed against City Manager Brian Rowland and asks for better guidance
- Marianna Ramirez- discussed Kirby after previous City Manager Monique, stated it was only Patty and herself with City of Kirby City Hall for months, discussed her complaint and environment in City Hall asked City Council for help and action
- Megan Wallace- discussed she is overworked under paid and she discussed her upset over the Health Insurance change asked council for action

- Kristina Alderich Email- discussed pay raises and budget improvements for KPD KFD and EMS
- David Barbosa- discussed Kirby being unsafe

Council convenes to executive session at 8:59 P.M.

6. **Executive Session**

The City Council Will Convene In Closed Session Pursuant To Texas Government Code Section 551.074, Personnel, To Deliberate Matters Associated With the Impending Vacancy Of The City Manager Position And With Filling Said Vacancy.

- a. Discussion And Possible Action On City Manager's Contract

7. **Reconvene To Open Session**

City Council reconvened to open session at 12:24 A.M

Council Member Garza Made a Motion seconded by Council Member Hitt to approve the preliminary resolution of the city council establishing the city councils intent pursuant to article 3 section 301c21 city of Kirby's city charter to suspend the City Manager Brian E. Rowland from the duty with pay for a period not to exceed 45 days pending an investigation and appointing acting City Manager Chief Hilburn

AYE:

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

NAY:

Resolution passed with a 6-0 vote

8. **Discussion And Action**

- a. **Discussion And Action To Appoint Crime Committee Member**

Motion made by Council Member Garza seconded by Council Member Martin to accept John Rish to the Crime Committee Board

AYE:

NAY:

Mayor Pro-Tem Apodaca

Council Member Garza

Council Member Hitt

Council Member Lozano

Council Member Martin

Mayor Grider

Motion passes with a 6-0 vote

Motion made by Council Member Hitt seconded by Mayor Pro-Tem Apodaca to accept Mike Grant to the Crime Committee Board

AYE:

NAY:

Mayor Pro-Tem Apodaca

Council Member Garza

Council Member Hitt

Council Member Martin

Council Member Lozano

Mayor Grider

Vote 3-3 motion did not pass

Motion made by Council Member Martin seconded Council Member Garza to accept Jessica Pope to the Crime Committee Board

AYE:

NAY:

Mayor Pro-Tem Apodaca

Council Member Garza

Council Member Hitt

Council Member Lozano

Council Member Martin

Mayor Grider

Motion passed with a 6-0 vote

b. Discussion And Review FY 2023/2024 Budget

Agenda item B moved to next September 7th Agenda

c. Discussion Of The Employee Handbook Policy

Agenda item C moved to the executive session

9. Adjournment

Meeting Adjourned at 12:27 A.M.

**Janeshia Grider,
Mayor**

**Katelyn Ueckert
Interim City Secretary**

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

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

DATE OF POSTING: August 7, 2023

TIME OF POSTING: 6:45 P.M.



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 questions and concerns being addressed 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

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.

(interpreters for the deaf must be requested twenty-four (24) hours prior to the meeting) by calling 210/661-3198 or Relay Texas 800/735-2989 (hearing/speech impaired assistance)

DATE OF POSTING: August 2, 2023

TIME OF POSTING: 9:00 A.M.

DATE REMOVED



Proclamation

WHEREAS, the City of Kirby is committed to ensuring the safety and security of all those living in and visiting our state; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,800 people in the United States in 2021, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 338,000 home fires; and

WHEREAS, cooking is the leading cause of home fires in the United States and fire departments responded to more than 166,400 annually between 2016 and 2020; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

WHEREAS, Kirby residents should turn pot handles toward the back of the stove; always keep a lid nearby when cooking; keep a three-foot kid-free zone around the stove, oven, and other things that could get hot; watch what they heat; and set a timer to remind them that they are cooking; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, Kirby first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Kirby residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2023 Fire Prevention Week™ theme, "Cooking safety starts with YOU. Pay attention to fire prevention," effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

THEREFORE, I Janishia Grider, Mayor of Kirby, do hereby proclaim October 8–14, 2023, as Fire Prevention Week throughout the City of Kirby, and I urge all the people of the City of Kirby to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Week 2023, and to support the many public safety activities and efforts of the City of Kirby fire and emergency services.

<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 27, 2023

AGENDA ITEM: 8 a.

Discussion and Possible Action on Ackerman Road change orders 2 and 3 and update on Ackerman road project.

Change Order No. 2

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 update two existing project signs with name of current City Council members.

Attachments: ABR Change Order #2 Letter and American Signal Equipment Co. Invoice

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>1</u> to No. <u>1</u> : Substantial Completion: <u>February 19, 2025</u> Ready for Final Payment: <u>April 19, 2025</u>
Contract Price prior to this Change Order: \$ <u>9,862,303.85</u>	Contract Times prior to this Change Order: Substantial Completion: <u>February 19, 2025</u> Ready for Final Payment: <u>April 19, 2025</u> Increase of 16 days
[Increase] (Decrease) of this Change Order: \$ <u>906.49</u>	[Increase] (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>9,863,210.34</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>February 19, 2025</u> Ready for Final Payment: <u>April 19, 2025</u> No increase of days
RECOMMENDED: By: <u>[Signature]</u> Engineer	ACCEPTED: By: <u>[Signature]</u> City of Kirby
Title: <u>Executive Vice President</u>	Title: <u>City Manager</u>
Date: <u>August 30, 2023</u>	Date: <u>8/30/2023</u>
	ACCEPTED: By: <u>Humberto Zambrano</u> Austin Bridge and Road
	Title: <u>Project Manager</u>
	Date: <u>8/30/23</u>

<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 27, 2023

AGENDA ITEM: 8 b.

Discussion and Possible Action regarding Ordinance O-2023-926 adopting the Annual Budget of the City of Kirby for Fiscal Year 2023-24 (first reading).

<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 27, 2023

AGENDA ITEM: 8 c.

Discussion and Possible Action on waiving the second reading of Ordinance O-2023-926 pursuant to the City of Kirby Charter Section 2.13 by affirmative vote of all Council members present.

<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 27, 2023

AGENDA ITEM: 8 d.

Discussion and Possible Action regarding Ordinance O-2023-927 adopting a maximum Fiscal Year 2023-24 ad valorem tax rate (first reading).

<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 27, 2023

AGENDA ITEM: 8 e.

Discussion and Possible Action on waiving the second reading of Ordinance O-2023-927 pursuant to the City of Kirby Charter Section 2.13 by affirmative vote of all Council members present.

<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 27, 2023

AGENDA ITEM: 8 f.

Discussion and Possible Action to authorize the Acting City Manager to sign RRGP services agreement.



1. Information Technology Service Agreement

This Agreement between City of Kirby, herein referred to as Client, and RRGP Services, Inc., hereinafter referred to as Service Provider, is effective commencing **October 1, 2023** (the "Effective Date"). The term of this agreement will be for 36 months. This Agreement shall renew for one (1) year upon the termination of the current term, provided that neither party has given notice of termination at least thirty (30) days prior to the end of the then current term.

- a) This Agreement may be terminated by the Client upon thirty (30) days written notice if the Service Provider:
 - i. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within fifteen (30) days of receipt of such written notice.
 - ii. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- b) If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance.
- c) Except during and in conjunction with maintenance Services or any other authorized servicing or support, in no event will Service Provider or anyone acting on its behalf, disable or otherwise impair the functionality or performance of (or permit or cause any embedded mechanism to disable or impair the functionality or performance of) any electronic system owned or utilized by Client or its employees. Service Provider waives and disclaims any right or remedy it may have to disable Client's network or any portion thereof or any device without due process of law.

2. Fees and Payment Schedule

Fees will be invoiced to Client on a monthly basis, and will become due and payable on the first day of each month. Services may be suspended if payment is not received within Fifteen (15) days following date due. This fee is based on pricing and final inventory. *See Appendix A-1 for pricing details.*

IMPORTANT NOTE: Hardware/Shipping costs of any kind are not covered under the terms of this Agreement.

IMPORTANT NOTE: Refer to Appendix B-1 for services and covered by the monthly fee under the terms of this Agreement. However, it is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered additional services and/or Projects, and will be quoted and, if Client accepts such quote in writing, billed as separate, individual services.

3. Taxes

It is understood that any federal, state or local taxes applicable (excluding taxes based upon Service Provider's income) shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

4. Limitation of Liability; Indemnity

In no event shall Service Provider be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

Service Provider represents and warrants to Client that it has the experience and ability to perform the Services required by this Agreement; that it will perform said services in a professional, competent and timely manner;



that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. Service Provider shall perform the Services in accordance with the degree of skill normally exercised by recognized professional persons or firms which supply Services of a similar nature. Client shall be the sole and exclusive owner of any and all software, documentation and processes created by Service Provider on behalf of Client.

Service Provider warrants to Client that Service Provider has been granted sufficient rights to distribute the Antivirus/Spam/Remote Monitoring Agents (collectively, the "Service Provider Solutions"), content and any other materials distributed by Service Provider using the Service Provider Solutions and that Client's use of the Service Provider Solutions in the manner allowed by this Agreement shall not cause an infringement of any patent, copyright, trademark, trade secret, or other property rights of any third party. Service Provider shall be responsible for the use and/or performance of the Service Provider Solutions and any other materials distributed by Service Provider using the Service Provider Solutions (Including but not limited to with respect to viruses and other harmful code), and/or with respect to any intellectual property rights infringement claims related to such Service Provider Solutions.

The Service Provider shall indemnify and hold harmless Client and its management, employees and assigns (the "Client Indemnified Parties") from and against any and all damages, losses and expenses, including attorney's fees and costs of litigation, arising out of or resulting from any third party claims related to the Service Provider licensing, access to, deployment and use of Service Provider solutions. Any disposition or settlement that imposes any liability on or affects the rights of Client or any Client Indemnified Party will require Client's prior written consent, which will not be unreasonably withheld or delayed. This indemnity shall survive the expiration or termination of this Agreement for any reason.

i. 3rd Party Vendor Relationships

The Service Provider will assist in the management of the third-party IT Vendors. This shall apply to copier vendors, printer vendors or any inventory related third-party vendor. All of the foregoing Services are included in the Monthly Fee.

Should third-party vendor support charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

a) Confidentiality

To the extent that, in connection with this Agreement or the services, Service Provider comes into possession of any proprietary or confidential information of Client, Service provider agrees to use the confidential information of Client solely for purposes of this Agreement and will not disclose such confidential information of Client. Service Provider agrees to maintain confidential information in confidence and in a secure manner using at least the same degree of care as it employs in maintaining securely and in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Service Provider shall promptly return or destroy all confidential information and not retain any copies upon termination of this agreement. Service Provider shall not make any press releases or other public announcements concerning the Services being performed for Client without the prior written consent of Client. This Section 6 (e) shall survive the expiration or termination of this Agreement for any reason.

b) Insurance



Service Provider shall, at its expense, obtain and maintain in force at all times during the term of this agreement, sufficient insurance as may be required by law, and to protect Service Provider and Client from third party claims arising out of or connected with the performance of the Services hereunder. Service Provider will maintain throughout the term of the Agreement the following: (i) Worker's Compensation and Employer's Liability Insurance as required by applicable law; (ii) Commercial General Liability Insurance (bodily Injury and property damage) with products liability/completed operations and contractual liability Insurance to cover liability assumed under this Agreement; (iii) Automobile Bodily Injury and Property Damage Liability Insurance covering owned, non-owned, and hired automobiles; and (iv) an errors and omission liability policy. The minimum required of such Insurance shall not be less than \$1,000,000 combined single limit per occurrence. In addition, Service Provider will maintain throughout the term of the Agreement an Umbrella liability policy with a minimum limit of \$2,000,000. All subcontractors utilized by Service Provider in the provision of the services shall maintain at least the insurances coverages set forth above.

c) Miscellaneous

This Agreement shall be governed by the laws of the State of Texas without reference to conflict of laws principles. Any suit, action or proceeding arising from or relating to this Agreement must be brought in a state or federal court in Bexar County, Texas, and each party irrevocably consents to the jurisdiction and venue of any such court in any such suit, action or proceeding. In the event of an alleged breach of this Agreement, the prevailing party will be entitled to reimbursement of all of its costs and expenses, including reasonable attorneys' fees, costs and expenses incurred in connection with such dispute, claim or litigation, including any appeal therefrom. It constitutes the entire Agreement between Client and Service Provider. This Agreement can be modified only by a later written agreement signed by both Client and Service Provider. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client or any Invoice submitted by Service Provider. This Agreement cannot be assigned by Service Provider or by Client, except that client may assign this Agreement to any party which acquires all or substantially all of Client's business or assets. No waiver of any breach of this Agreement shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

Service Provider is not responsible for failure to render services due to non-financial circumstances beyond its reasonable control including, but not limited to, acts of God.

It is understood and agreed that Service Provider is an independent contractor and that neither party is, nor shall be considered to be, an agent, employer, employee, partner or representative of the other. Neither party shall act or represent itself, directly or indirectly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

ACCEPTANCE OF SERVICE AGREEMENT

This Service Agreement covers only those services and equipment listed in "Accepted Proposal". This agreement will be amended with the approved proposal.

Service Provider must deem any equipment/services Client may want to add to this Agreement after the effective date acceptable.



IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Authorized Signature

Client
Date

Authorized Signature

Service Provider
Date



Appendix A-1

Fully Managed All Inclusive

I. Pricing Model (Total Monthly Price \$4,757.50)

RRGP Services, Inc. (RRGP) will provide:

1. Unlimited Remote Help Desk Support 24x7x365
2. Onsite support during business hours
3. Proactive maintenance of all servers and computers
4. Server Backups onsite and cloud
5. Meetings to discuss overall system health, issues/recommendations. At these meetings, RRG will also discuss city plans to make sure that current support and network is aligned with the organization's overall direction.
6. Annual Network Assessment and Review
7. Annual Cybersecurity training seminar for city staff
8. Remote Monitoring and Management Agents
9. Managed Webroot Antivirus Software
10. Cisco Umbrella Security Cloud Platform (<https://umbrella.cisco.com/products/features>)

Monthly Fee Breakdown: Agreement price will be adjusted up or down periodically as quantities change.

Price per server (total of 13) = \$150.00

Price per user (total of 26) = \$80.00

Price per non-managed computer (total of 29) = \$10.00 (These include computers that are not regularly utilized that still require software and agents)

II. Services to be Priced Separately

The following services are not included in the monthly fixed fee. RRG will be glad to provide individual quotes to support these services as required:

1. Supporting a device/software that is not owned by a client.
2. Onsite support after hours (Monday – Friday 6pm-7am and Saturday – Sunday). After-hours onsite work would be billed at a discounted rate of \$90.00 per hour.
3. If the client allows anyone other than RRG or client I.T. Staff to perform any maintenance on any of these systems, RRG is not responsible for the consequences of such actions. In these cases, will be charged for all labor related to the consequences of such actions.
4. Project Support. RRG would provide a scope of work for any projects.

<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 27, 2023

AGENDA ITEM: 8 g.

Discussion and Possible Action on approval of 2022 Audit.

<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 27, 2023

AGENDA ITEM: 8 h.

Discussion and Possible Action on Ordinance O-2023-928 amendment for City of Kirby Fiscal Year 2022-2023 budget by increasing/decreasing certain expenditures and increasing/decreasing certain revenues to the individual budget accounts in all funds set forth in the attached Exhibit A (first reading).

Exhibit A

Kirby 2022-2023 First Budget Amendments

Council

- Move \$2,300.00 from Mayor's Expense (510-000) to Training and Travel (510-4000).
- Move \$400.00 from Council Events (510-4005) to Awards and Miscellaneous (510-1000).
- Move \$86.00 from Council Events (510-4005) to Training and Travel (510-4000).

City Administration

- Move \$12,000.00 from Retirement-Admin (520-0015) to FICA TaxAdmin (510-0020).

Police

- Move \$30,000.00 from Salaries-Police Dept (530-0000) to Police Overtime (530-0005).
- Move \$5.00 from Salaries-Police Dept (530-0000) to Vehicles (530-5002).
- Move \$15,100.00 from Salaries-Police Dept (530-0000) to Software Maintenance-PD (530-2400).
- Move \$2,600.00 from Salaries-Police Dept (530-0000) to Vehicle Maintenance PD (530-2300).
- Move \$25,000.00 from Salaries-Police Dept (530-0000) to Uniforms PD (530-1200).
- Move \$12,000.00 from Retirement-PD (530-0015) to Building Maintenance (530-2100).
- Move \$4,400.00 from Operational Supplies PD (530-1000) to Building Maintenance (530-2100).
- Move \$1,000.00 from Prisoners (530-3170) to Building Maintenance (530-2100).
- Move \$1,343.00 from Firearms Qualifications (530-3180) to Building Maintenance (530-2100).
- Move \$600.00 from Training and Travel PD (530-4000) to Building Maintenance (530-2100).
- Move \$400.00 from Memberships PD (530-4010) to Building Maintenance (530-2100).

Court

- Move \$1,600.00 from Court Supplies (540-1000) to Court Overtime (540-0005).
- Move \$300.00 from Security Expense (540-3220) to Court Overtime (540-0005).
- Move \$2,000.00 from Impound Yard Expense (540-3230) to Municipal Judge (540-3190).

Fire

- Move \$20,000 from Salaries-Fire Dept (550-0000) to Fire Overtime (550-0005)
- Increase ASSPP funding (550-4015) to \$131,551.36 due to funding received after the 2022-2023 Budget adopted.
- Increase STRAC Funding (550-5002) to \$6,449.22 due to funding received after 2022-2023 Budget adopted.
- Move \$6,349.22 from STRAC Funding (550-5002) to Medical Supplies (550-1001) to offset the increase in cost of medical supplies.
- Move \$100.00 from STRAC Funding (550-5002) to Vehicle Maintenance (550-2300) to offset the cost of repairs to the fleet.
- Move \$699.48 from Medical Waste (550-3240) to Radio Access Fees (550-2601) for the increase cost of access fees for handheld radios.
- Move \$100.00 from ASSPP Funding (550-4015) to Building Maintenance (550-2100) to offset the cost of repairs to the building.
- Move \$600.00 from ASSPP Funding (550-4015) to Software Maintenance (550-2400).

Animal

- Move \$1,000.00 from Salaries-Animal Shelter (560-0000) to Medical Supplies (560-1001).
- Move \$1,000.00 from Salaries-Animal Shelter (560-0000) to Vehicle Maintenance (560-2300).
- Move \$1,800.00 from Salaries-Animal Shelter (560-0000) to Operations (560-1000).
- Move \$2,000.00 from Retirement-AS (560-0015) to Building Maintenance-AS (560-2100).

Parks

- Move \$200.00 from Operational Supplies (570-1000) to Uniforms-Park (570-1200).
- Move \$1,000.00 from Small Tools-Parks (570-1300) to Salaries-Parks (570-0000).
- Move \$5,000.00 from Parks Overtime (570-0005) to Salaries-Parks (570-0000).
- Move \$1,000.00 from Park Maintenance (570-2500) to Vehicle Maintenance (570-2300).

Streets

- Move \$1.00 from Equipment Rental-Street (580-2900) to Streets Longevity (580-0007).
- Move \$5,000.00 from Street Reconstruction (580-2851) to Operational Supplies-street (580-1000).

- Move \$200.00 from Street Reconstruction (580-2851) to Uniforms-Street (580-1200).
- Move \$3,000.00 from Street Maint/Repair (80-2850) to Building Inspection Fees (580-3280).
- Move \$20,000.00 from Street Maint/Repairs (580-2850) to Salaries-Street (580-0000).

General Operations

- Move \$2,000 from Operational Expense (590-1000) to Office Supplies (590-1001).
- Move \$1,000.00 from City Festival (590-1025) to Office Supplies (590-1001).
- Move \$10,000 from Engineer (590-3350) to Building Maintenance (590-2100).
- Move \$1,000 from Accounting/Auditor (590-3360) to Building Maintenance (590-2100).
- Move \$2,000.00 from Electricity and Gas (590-3390) to Equipment Maintenance (590-2200).
- Move \$2,000.00 from Electricity and Gas (590-3390) to Professional Fees-IT (590-3320).
- Move \$800.00 from Water (590-3400) to Electricity-Street (590-3395).
- Move \$2,000.00 from Election Expense (590-3440) to Bexar Appraisal District (590-3430).
- Move \$2,000.00 from Election Expense (590-3440) to Miscellaneous (590-4900).
- Move \$3,000.00 from Health Inspection Fees (590-3455) to Memberships (590-4010).
- Move \$2,386.00 from City Festivals (590-1025) to Legal Fees (590-3340).
- Move \$1,000.00 from Postage (590-1030) to Legal Fees (590-3340).
- Move \$1,817.00 from Computers (590-1050) to Legal Fees (590-3340).
- Move \$477.00 from Security Services (590-3220) to Legal Fees (590-3340).
- Move \$9,500.00 from Vehicle/Liability Insurance (590-3330) to Legal Fees (590-3340).
- Move \$11,000.00 from Workman's Comp Insurance (590-3335) to Legal Fees (590-3340).
- Move \$1,000.00 from Electricity and Gas (590-3390) to Legal Fees (590-3340).
- Move \$1,000.00 from Election Expense (590-3440) to Legal Fees (590-3340).
- Move \$1,000.00 from Employee Supplemental Bene (590-3310) to Building Maintenance (590-2100).
- Move \$5,000.00 from Telephone (590-3380) to Building Maintenance (590-2100).
- Move \$1,000.00 from Mobiles and Air Cards (590-3385) to Building Maintenance (590-2100).
- Move \$2,600.00 from Water (590-3400) to Building Maintenance (590-2100).
- Move \$270.00 from Tax Collector Fees (590-3410) to Building Maintenance (590-2100).

Water

- Move \$2,000.00 from Office Supplies (500-1030) to Operation Supplies (500-1000).
- Move \$1,000.00 from Asphalt (500-1400) to Chemicals (500-1110).
- Move \$5,000.00 from Asphalt (500-1400) to Utility Billing Services (500-3450).
- Move \$2,000.00 from Equipment Maintenance (500-2200) to Traffic Controls (500-1402).
- Move \$8,000.00 from Equipment Maintenance (500-2200) to Stormwater Engineering Fee (500-3350).
- Move \$3,000.00 from Wells/Pumps/Motors (500-2800) to Utility Billing Service (500-3450).
- Move \$21,000.00 from Wells/Pumps/Motors (500-2800) to Garbage Contractor (500-3520).
- Move \$14,000.00 from Wells/Pumps/Motors (500-2800) to Well Site Monitoring (500-3521).
- Move \$10.00 from Training and Travel (500-4000) to Miscellaneous Expense (550-4900).
- Move \$5,000.00 from Training and Travel (500-4000) to Garbage Contractor (500-3520).
- Move \$70,000.00 from Generator and Installation (500-5025) to Garbage Contractor (500-3520).

Move from One Department to Another

- Move \$1,045.00 from Equipment Maintenance PD (530-2200) to Building Maintenance-General (590-2100).
- Move \$1,045.00 from Equipment Maintenance FD (550-2200) to Building Maintenance-General (590-2100).
- Move \$1,045.00 from Pool Maintenance (570-2510) to Building Maintenance-General (590-2100).

CITY OF KIRBY
EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

10 -GENERAL

100.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
CITY COUNCIL					
=====					
SALARIES & BENEFITS					
10-510-0000 MAYOR'S EXPENSES	2,400.00	0.00	65.00	2.71	2,335.00
10-510-0001 COUNCIL'S EXPENSES	5,400.00	550.00	5,195.00	96.20	205.00
10-510-0020 FICA TAX-COUNCIL	600.00	0.00	344.39	57.40	255.61
TOTAL SALARIES & BENEFITS	8,400.00	550.00	5,604.39	66.72	2,795.61
SUPPLIES					
10-510-1000 AWARDS & MISCELLANEOUS EXP	3,000.00	0.00	3,390.52	113.02 (	390.52)
TOTAL SUPPLIES	3,000.00	0.00	3,390.52	113.02 (	390.52)
MISCELLANEOUS					
10-510-4000 TRAINING & TRAVEL EXPENSES	7,000.00	3,632.89	10,301.24	147.16 (	3,301.24)
10-510-4005 CITY COUNCIL EVENTS	2,100.00	264.65	1,612.72	76.80	487.28
TOTAL MISCELLANEOUS	9,100.00	3,897.54	11,913.96	130.92 (	2,813.96)
TOTAL CITY COUNCIL					
	20,500.00	4,447.54	20,908.87	101.99 (	408.87)
CITY ADMINISTRATION					
=====					
SALARIES & BENEFITS					
10-520-0000 SALARIES - ADMIN.	285,094.00	24,645.97	248,880.07	87.30	36,213.93
10-520-0005 ADMIN OVERTIME	4,050.00	986.70	3,113.85	76.89	936.15
10-520-0007 ADMIN LONGEVITY	6,950.00	0.00	5,928.62	85.30	1,021.38
10-520-0010 INSURANCE ADMIN	30,000.00	0.00	11,047.62	36.83	18,952.38
10-520-0015 RETIREMENT-ADMIN	42,881.00	0.00	20,463.73	47.72	22,417.27
10-520-0020 FICA TAX ADMIN	4,293.00	0.00	16,245.23	378.41 (	11,952.23)
10-520-0030 TWC TAXES-ADMIN	1,260.00	15.67	21.12	1.68	1,238.88
TOTAL SALARIES & BENEFITS	374,528.00	25,648.34	305,700.24	81.62	68,827.76
MAINTENANCE					
10-520-2400 SOFTWARE MAINTENANCE	15,345.00	0.00	0.00	0.00	15,345.00
TOTAL MAINTENANCE	15,345.00	0.00	0.00	0.00	15,345.00
CONTRACT SERVICES					
10-520-3100 RECRUITING EXPENSE ADMIN.	7,500.00	0.00	3,192.00	42.56	4,308.00
10-520-3110 PUBLICATION EXPENSE ADMIN.	15,000.00	5,282.00	13,318.75	88.79	1,681.25
10-520-3120 ECONOMIC DEVELOPMENT EXPEN	10,000.00	0.00	1,035.03	10.35	8,964.97
10-520-3130 RECODIFICATION	4,500.00	0.00	2,755.80	61.24	1,744.20
10-520-3140 WEB SERVICES	2,500.00	0.00	1,376.00	55.04	1,124.00
TOTAL CONTRACT SERVICES	39,500.00	5,282.00	21,677.58	54.88	17,822.42
MISCELLANEOUS					
10-520-4000 TRAINING & TRAVEL ADMIN.	10,000.00	0.00	4,242.27	42.42	5,757.73
10-520-4010 MEMBERSHIP EXPENSE ADMIN.	2,000.00	0.00	325.00	16.25	1,675.00
TOTAL MISCELLANEOUS	12,000.00	0.00	4,567.27	38.06	7,432.73

CITY OF KIRBY
EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

10 -GENERAL

100.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL CITY ADMINISTRATION	441,373.00	30,930.34	331,945.09	75.21	109,427.91
POLICE					
=====					
SALARIES & BENEFITS					
10-530-0000 SALARIES - POLICE DEPT.	960,000.00	58,912.68	795,897.36	82.91	164,102.64
10-530-0005 POLICE OVERTIME	84,200.00	9,999.87	110,173.78	130.85 (	25,973.78)
10-530-0007 POLICE LONGEVITY	16,500.00	0.00	13,346.52	80.89	3,153.48
10-530-0010 INSURANCE PD	163,000.00	288.00	115,758.19	71.02	47,241.81
10-530-0015 RETIREMENT - PD	140,400.00	0.00	92,731.71	66.05	47,668.29
10-530-0020 FICA TAX PD	21,017.00	0.00	15,234.60	72.49	5,782.40
10-530-0030 TWC TAXES - PD	6,050.00	19.97	40.33	0.67	6,009.67
TOTAL SALARIES & BENEFITS	1,391,167.00	69,220.52	1,143,182.49	82.17	247,984.51
SUPPLIES					
10-530-1000 OPERATIONAL SUPPLIES PD	11,000.00	420.26	6,574.99	59.77	4,425.01
10-530-1003 PD SPECIAL EXPENSES	1,500.00	0.00	129.86	8.66	1,370.14
10-530-1006 CRIME PREVENTION	600.00	0.00	0.00	0.00	600.00
10-530-1100 FUEL & LUBRICANTS PD	35,000.00	20.00	19,524.49	55.78	15,475.51
10-530-1200 UNIFORMS PD	12,000.00	705.40	33,119.31	275.99 (	21,119.31)
TOTAL SUPPLIES	60,100.00	1,145.66	59,348.65	98.75	751.35
MAINTENANCE					
10-530-2100 BUILDING MAINTENANCE	12,000.00	69.00	2,616.30	21.80	9,383.70
10-530-2200 EQUIPMENT MAINTENANCE PD	4,850.00	169.75	3,330.91	68.68	1,519.09
10-530-2300 VEHICLE MAINTENANCE PD	25,000.00	877.63	23,208.09	92.83	1,791.91
10-530-2400 SOFTWARE MAINTENANCE - PD	26,901.00	799.99	26,893.54	99.97	7.46
10-530-2600 RADIO MAINTENANCE PD	3,100.00	0.00	1,885.64	60.83	1,214.36
10-530-2601 RADIO ACCESS FEE	10,500.00	3,236.04	8,899.11	84.75	1,600.89
TOTAL MAINTENANCE	82,351.00	5,152.41	66,833.59	81.16	15,517.41
CONTRACT SERVICES					
10-530-3150 CRIME LAB TESTING	500.00	0.00	0.00	0.00	500.00
10-530-3170 PRISONERS	1,000.00	0.00	0.00	0.00	1,000.00
10-530-3180 FIREARMS QUALIFICATIONS	3,000.00	0.00	1,656.20	55.21	1,343.80
10-530-3185 RACIAL PROFILING CONSULTAN	8,500.00	0.00	8,500.00	100.00	0.00
10-530-3190 S.W.A.T.	6,500.00	0.00	6,500.00	100.00	0.00
TOTAL CONTRACT SERVICES	19,500.00	0.00	16,656.20	85.42	2,843.80
MISCELLANEOUS					
10-530-4000 TRAINING & TRAVEL PD	9,000.00	52.00	8,379.70	93.11	620.30
10-530-4010 MEMBERSHIPS PD	800.00	0.00	370.00	46.25	430.00
TOTAL MISCELLANEOUS	9,800.00	52.00	8,749.70	89.28	1,050.30
CAPITAL OUTLAY					
10-530-5002 VEHICLES	0.00	4.60	4.60	0.00 (	4.60)
10-530-5020 SOUTHWEST BORDER GRANT	1,063.00	0.00	831.52	78.22	231.48
TOTAL CAPITAL OUTLAY	1,063.00	4.60	836.12	78.66	226.88

CITY OF KIRBY
EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

10 -GENERAL

100.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL POLICE	1,563,981.00	75,575.19	1,295,606.75	82.84	268,374.25
COURT					
=====					
<u>SALARIES & BENEFITS</u>					
10-540-0000 SALARIES-COURT	36,200.00	2,526.00	34,750.50	96.00	1,449.50
10-540-0005 COURT OVERTIME	1,350.00	177.75	3,203.25	237.28 (	1,853.25)
10-540-0007 COURT LONGEVITY	468.00	0.00	468.00	100.00	0.00
10-540-0010 INSURANCE COURT	7,500.00	0.00	7,113.15	94.84	386.85
10-540-0015 RETIREMENT-COURT	5,506.00	0.00	3,607.73	65.52	1,898.27
10-540-0020 FICA TAX COURT	551.00	0.00	485.88	88.18	65.12
10-540-0030 TWC TAXES-COURT	324.00	1.60	1.60	0.49	322.40
TOTAL SALARIES & BENEFITS	51,899.00	2,705.35	49,630.11	95.63	2,268.89
<u>SUPPLIES</u>					
10-540-1000 COURT SUPPLIES	2,000.00	0.00	392.82	19.64	1,607.18
TOTAL SUPPLIES	2,000.00	0.00	392.82	19.64	1,607.18
<u>MAINTENANCE</u>					
10-540-2400 COMPUTER SOFTWARE COURT	8,150.00	100.00	1,673.53	20.53	6,476.47
10-540-2405 COMPUTER TECH COURT	800.00	0.00	0.00	0.00	800.00
TOTAL MAINTENANCE	8,950.00	100.00	1,673.53	18.70	7,276.47
<u>CONTRACT SERVICES</u>					
10-540-3190 MUNICIPAL JUDGE	9,000.00	1,500.00	10,500.00	116.67 (	1,500.00)
10-540-3200 PROSECUTOR	6,000.00	0.00	3,000.00	50.00	3,000.00
10-540-3210 TRIAL EXPENSE	1,500.00	0.00 (	18.00)	1.20-	1,518.00
10-540-3220 SECURITY EXPENSE	3,600.00	0.00	2,717.65	75.49	882.35
10-540-3230 IMPOUND YARD EXPENSE	15,000.00	135.00	7,941.26	52.94	7,058.74
TOTAL CONTRACT SERVICES	35,100.00	1,635.00	24,140.91	68.78	10,959.09
<u>MISCELLANEOUS</u>					
<u>CAPITAL OUTLAY</u>					
TOTAL COURT	97,949.00	4,440.35	75,837.37	77.43	22,111.63
FIRE					
=====					
<u>SALARIES & BENEFITS</u>					
10-550-0000 SALARIES - FIRE DEPT.	754,289.00	58,042.22	668,173.13	88.58	86,115.87
10-550-0005 FIRE OVERTIME	50,383.00	2,896.74	94,895.50	188.35 (	44,512.50)
10-550-0007 FIRE LONGEVITY	13,063.00	0.00	10,580.04	80.99	2,482.96
10-550-0010 INSURANCE - FD	120,000.00	0.00	95,477.18	79.56	24,522.82
10-550-0015 RETIREMENT - FD	112,524.00	0.00	77,314.04	68.71	35,209.96

CITY OF KIRBY
EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

10 -GENERAL

100.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
10-550-0020 FICA TAX - FD	14,385.00	0.00	13,173.31	91.58	1,211.69
10-550-0030 TWC TAXES - FD	4,284.00	14.87	37.57	0.88	4,246.43
TOTAL SALARIES & BENEFITS	1,068,928.00	60,953.83	959,650.77	89.78	109,277.23
<u>SUPPLIES</u>					
10-550-1000 OPERATIONAL SUPPLIES - FD	10,000.00	578.11	5,344.23	53.44	4,655.77
10-550-1001 MEDICAL SUPPLIES EMS	30,000.00	2,958.94	35,514.59	118.38 (	5,514.59)
10-550-1002 EMS SERVICE FEES	0.00	0.00	10,086.08	0.00 (	10,086.08)
10-550-1100 FUEL & LUBRICANTS - FD	18,500.00	0.00	14,497.82	78.37	4,002.18
10-550-1200 UNIFORMS - FD	8,000.00	675.00	4,746.04	59.33	3,253.96
10-550-1250 BUNKER GEAR	10,000.00	1,465.79	5,766.13	57.66	4,233.87
TOTAL SUPPLIES	76,500.00	5,677.84	75,954.89	99.29	545.11
<u>MAINTENANCE</u>					
10-550-2100 BUILDING MAINTENANCE - FD	14,600.00	89.00	14,593.63	99.96	6.37
10-550-2200 EQUIPMENT MAINTENANCE - FD	27,550.00	169.75	9,695.91	35.19	17,854.09
10-550-2300 VEHICLE MAINTENANCE - FD	43,810.00	0.00	43,976.15	100.38 (	166.15)
10-550-2400 SOFTWARE MAINTENANCE - FD	4,000.00	0.00	4,540.00	113.50 (	540.00)
10-550-2600 RADIO MAINTENANCE - FD	1,500.00	0.00	547.50	36.50	952.50
10-550-2601 RADIO ACCESS FEE - FD	5,500.00	1,822.68	5,012.37	91.13	487.63
TOTAL MAINTENANCE	96,960.00	2,081.43	78,365.56	80.82	18,594.44
<u>CONTRACT SERVICES</u>					
10-550-3240 MEDICAL WASTE DISPOSAL- FD	2,646.00	0.00	1,946.52	73.56	699.48
10-550-3250 MEDICAL DOCTOR	12,000.00	1,000.00	12,000.00	100.00	0.00
10-550-3260 FIRE PUMPER LEASE PURCHASE	53,329.00	0.00	0.00	0.00	53,329.00
10-550-3265 INTEREST ON LEASES	3,326.00	0.00	0.00	0.00	3,326.00
TOTAL CONTRACT SERVICES	71,301.00	1,000.00	13,946.52	19.56	57,354.48
<u>MISCELLANEOUS</u>					
10-550-4000 TRAINING & TRAVEL - FD	8,000.00	635.00	7,825.00	97.81	175.00
10-550-4010 MEMBERSHIPS - FD	5,300.00	0.00	5,184.51	97.82	115.49
10-550-4015 AMBULANCE SUPPLEMENTAL	0.00	1,290.53	103,893.60	0.00 (	103,893.60)
TOTAL MISCELLANEOUS	13,300.00	1,925.53	116,903.11	878.97 (	103,603.11)
<u>CAPITAL OUTLAY</u>					
10-550-5002 STRACC EQUIPMENT	0.00	0.00 (	6,449.22)	0.00	6,449.22
TOTAL CAPITAL OUTLAY	0.00	0.00 (	6,449.22)	0.00	6,449.22
 TOTAL FIRE	 1,326,989.00	 71,638.63	 1,238,371.63	 93.32	 88,617.37
<u>ANIMAL SERVICES</u>					
=====					
<u>SALARIES & BENEFITS</u>					
10-560-0000 SALARIES - ANIMAL SHELTER	88,726.00	4,670.29	64,399.52	72.58	24,326.48
10-560-0005 AN.SHELTER OVERTIME	7,106.00	121.86	4,492.79	63.23	2,613.21
10-560-0007 AN.SHELTER LONGEVITY	985.00	0.00	517.32	52.52	467.68
10-560-0010 INSURANCE - AS	15,200.00	0.00	7,113.15	46.80	8,086.85

CITY OF KIRBY
EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

10 -GENERAL

100.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
10-560-0015 RETIREMENT - AS	10,859.00	0.00	5,318.98	48.98	5,540.02
10-560-0020 FICA TAX - AS	2,758.00	0.00	2,149.13	77.92	608.87
10-560-0030 TWC TAXES - AS	756.00	3.71	9.42	1.25	746.58
TOTAL SALARIES & BENEFITS	126,390.00	4,795.86	84,000.31	66.46	42,389.69
<u>SUPPLIES</u>					
10-560-1000 OPERATIONAL SUPPLIES - AS	7,000.00	0.00	5,245.90	74.94	1,754.10
10-560-1001 MEDICAL SUPPLIES - AS	9,000.00	298.04	3,517.48	39.08	5,482.52
10-560-1100 FUEL & LUBRICANTS - AS	2,000.00	0.00	1,272.91	63.65	727.09
10-560-1200 UNIFORMS - AS	900.00	0.00	430.46	47.83	469.54
TOTAL SUPPLIES	18,900.00	298.04	10,466.75	55.38	8,433.25
<u>MAINTENANCE</u>					
10-560-2100 BUILDING MAINTENANCE - AS	5,000.00	0.00	6,406.31	128.13 (	1,406.31)
10-560-2300 VEHICLE MAINTENANCE - AS	1,000.00	0.00	1,049.98	105.00 (	49.98)
10-560-2601 RADIO ACCESS FEE - AS	650.00	216.00	594.00	91.38	56.00
TOTAL MAINTENANCE	6,650.00	216.00	8,050.29	121.06 (	1,400.29)
<u>CONTRACT SERVICES</u>					
10-560-3260 VETERINARY SERVICES	15,000.00	0.00	8,144.40	54.30	6,855.60
TOTAL CONTRACT SERVICES	15,000.00	0.00	8,144.40	54.30	6,855.60
<u>MISCELLANEOUS</u>					
10-560-4000 TRAINING & TRAVEL - AS	4,000.00	0.00	500.00	12.50	3,500.00
TOTAL MISCELLANEOUS	4,000.00	0.00	500.00	12.50	3,500.00
<u>CAPITAL OUTLAY</u>					
TOTAL ANIMAL SERVICES	170,940.00	5,309.90	111,161.75	65.03	59,778.25
<u>PARKS</u>					
<u>SALARIES & BENEFITS</u>					
10-570-0000 SALARIES - PARKS	65,520.00	5,078.10	65,614.30	100.14 (	94.30)
10-570-0005 PARKS OVERTIME	7,088.00	162.00	1,765.98	24.92	5,322.02
10-570-0007 PARKS LONGEVITY	1,295.00	0.00	1,294.80	99.98	0.20
10-570-0010 INSURANCE PARKS	15,200.00	0.00	11,658.83	76.70	3,541.17
10-570-0015 RETIREMENT-PARKS	10,703.00	0.00	7,421.13	69.34	3,281.87
10-570-0020 FICA TAX PARKS	1,072.00	0.00	878.70	81.97	193.30
10-570-0030 TWC TAXES-PARKS	504.00	2.69	2.69	0.53	501.31
TOTAL SALARIES & BENEFITS	101,382.00	5,242.79	88,636.43	87.43	12,745.57
<u>SUPPLIES</u>					
10-570-1000 OPERATIONAL SUPPLIES - PAR	9,500.00	416.63	3,648.69	38.41	5,851.31
10-570-1001 OPERATIONAL SUPPLIES - POO	5,000.00	601.56	2,514.50	50.29	2,485.50
10-570-1200 UNIFORMS PARKS	1,300.00	67.68	1,450.62	111.59 (	150.62)
10-570-1300 SMALL TOOLS - PARKS	3,000.00	0.00	1,090.02	36.33	1,909.98
TOTAL SUPPLIES	18,800.00	1,085.87	8,703.83	46.30	10,096.17

CITY OF KIRBY
EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

10 -GENERAL

100.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
MAINTENANCE					
10-570-2200 EQUIPMENT MAINTENANCE	12,000.00	2,435.97	8,162.60	68.02	3,837.40
10-570-2300 VEHICLE MAINTENANCE	2,000.00	512.00	2,246.32	112.32 (	246.32)
10-570-2500 PARK MAINTENANCE	15,000.00	6,890.00	9,359.39	62.40	5,640.61
10-570-2510 POOL MAINTENANCE	10,000.00	3,455.00	4,986.40	49.86	5,013.60
10-570-2900 EQUIPMENT RENTAL P & P	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL MAINTENANCE	40,000.00	13,292.97	24,754.71	61.89	15,245.29
CONTRACT SERVICES					
10-570-3000 POOL MANAGMENT CO	64,135.00	850.00	55,058.51	85.85	9,076.49
TOTAL CONTRACT SERVICES	64,135.00	850.00	55,058.51	85.85	9,076.49
TOTAL PARKS	224,317.00	20,471.63	177,153.48	78.97	47,163.52
STREETS					
=====					
SALARIES & BENEFITS					
10-580-0000 SALARIES - STREET	68,203.00	5,471.31	68,699.78	100.73 (	496.78)
10-580-0005 STREETS OVERTIME	7,378.00	408.27	3,602.40	48.83	3,775.60
10-580-0007 STREETS LONGEVITY	2,046.00	0.00	2,046.12	100.01 (	0.12)
10-580-0010 INSURANCE STREET	15,200.00	0.00	11,770.57	77.44	3,429.43
10-580-0015 RETIREMENT-STREET	11,242.00	0.00	7,881.09	70.10	3,360.91
10-580-0020 FICA TAX STREET	1,126.00	0.00	937.11	83.22	188.89
10-580-0030 TWC TAXES-STREET	504.00	2.10	2.10	0.42	501.90
TOTAL SALARIES & BENEFITS	105,699.00	5,881.68	94,939.17	89.82	10,759.83
SUPPLIES					
10-580-1000 OPERATIONAL SUPPLIES - STR	6,000.00	2,108.00	10,148.72	169.15 (	4,148.72)
10-580-1005 STREET SWEEPER SUPPLIES	1,100.00	0.00	982.62	89.33	117.38
10-580-1007 PAINT - STREET	3,000.00	0.00	392.00	13.07	2,608.00
10-580-1100 FUEL & LUBRICANTS - STREET	10,000.00	0.00	8,802.63	88.03	1,197.37
10-580-1200 UNIFORMS STREET	1,300.00	67.68	1,444.55	111.12 (	144.55)
10-580-1300 SMALL TOOLS - STREET	2,000.00	0.00	977.84	48.89	1,022.16
10-580-1400 BASE/STREET OIL/ASPHALT	15,000.00	0.00	7,487.99	49.92	7,512.01
10-580-1401 SAND/GRAVEL/TOP SOIL/CONCR	6,000.00	0.00	910.06	15.17	5,089.94
10-580-1402 TRAFFIC CONTROLS/SIGNS	11,385.00	686.00	7,358.06	64.63	4,026.94
TOTAL SUPPLIES	55,785.00	2,861.68	38,504.47	69.02	17,280.53
MAINTENANCE					
10-580-2200 EQUIPMENT MAINTENANCE - ST	5,000.00	0.00	2,453.66	49.07	2,546.34
10-580-2300 VEHICLE MAINTENANCE - STRE	3,000.00	612.72	1,649.78	54.99	1,350.22
10-580-2815 SIDEWALK/DRAINAGE REPAIR	10,000.00	0.00	751.36	7.51	9,248.64
10-580-2850 STREET MAINT/REPAIRS	75,000.00	38,950.76	49,280.10	65.71	25,719.90
10-580-2851 STREET RECONSTRUCTION	100,000.00	100.00	92,142.32	92.14	7,857.68
10-580-2900 EQUIPMENT RENTAL - STREET	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL MAINTENANCE	194,000.00	39,663.48	146,277.22	75.40	47,722.78

CITY OF KIRBY
EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

10 -GENERAL

100.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CONTRACT SERVICES</u>					
10-580-3280 BLDG INSPECTION FEES	25,000.00	7,313.20	27,768.93	111.08 (	2,768.93)
10-580-3290 ROLL OFF FEES	1,000.00	0.00	0.00	0.00	1,000.00
10-580-3296 ASPHALT ZIPPER	50,172.00	47,292.08	47,292.08	94.26	2,879.92
TOTAL CONTRACT SERVICES	76,172.00	54,605.28	75,061.01	98.54	1,110.99
<u>MISCELLANEOUS</u>					
10-580-4000 TRAINING & TRAVEL- STREET	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL MISCELLANEOUS	1,000.00	0.00	0.00	0.00	1,000.00
<u>CAPITAL OUTLAY</u>					
10-580-5008 CDBG - FOXCROSS	258,000.00	0.00	38,600.00	14.96	219,400.00
10-580-5012 CDBG - ALAN SHEPARD	850,000.00	0.00	784,666.61	92.31	65,333.39
TOTAL CAPITAL OUTLAY	1,108,000.00	0.00	823,266.61	74.30	284,733.39
TOTAL STREETS	1,540,656.00	103,012.12	1,178,048.48	76.46	362,607.52
<u>GENERAL OPERATIONS</u>					
=====					
<u>SUPPLIES</u>					
10-590-1000 OPERATIONAL EXPENSE	6,000.00 (	334.76)	3,005.72	50.10	2,994.28
10-590-1001 OFFICE SUPPLIES	16,000.00	1,097.59	18,112.88	113.21 (	2,112.88)
10-590-1025 CITY FESTIVAL	20,000.00	120.00	16,613.01	83.07	3,386.99
10-590-1030 POSTAGE	5,000.00	0.00	3,914.27	78.29	1,085.73
10-590-1050 COMPUTERS	2,000.00	0.00	182.46	9.12	1,817.54
TOTAL SUPPLIES	49,000.00	882.83	41,828.34	85.36	7,171.66
<u>MAINTENANCE</u>					
10-590-2100 BUILDING MAINTENANCE	6,000.00	205.29	28,839.92	480.67 (	22,839.92)
10-590-2200 EQUIPMENT MAINTENANCE	5,000.00	348.69	6,276.78	125.54 (	1,276.78)
TOTAL MAINTENANCE	11,000.00	553.98	35,116.70	319.24 (	24,116.70)
<u>CONTRACT SERVICES</u>					
10-590-3220 SECURITY SERVICES	1,200.00	0.00	722.98	60.25	477.02
10-590-3310 EMPLOYEE SUPPLEMENTAL BENE	10,000.00 (	174.21)	8,112.71	81.13	1,887.29
10-590-3320 PROFESSIONAL FEES-IT	37,000.00	2,967.50	38,497.09	104.05 (	1,497.09)
10-590-3330 VEHICLE/LIABILITY INSURANC	95,146.00	0.00	85,581.44	89.95	9,564.56
10-590-3335 WORKMAN'S COMP INSURANCE	74,000.00	0.00	62,468.30	84.42	11,531.70
10-590-3340 LEGAL FEES	30,000.00	0.00	58,046.34	193.49 (	28,046.34)
10-590-3350 ENGINEER	10,000.00	0.00	0.00	0.00	10,000.00
10-590-3360 ACCOUNTING/AUDITOR	27,000.00	12,000.00	26,000.00	96.30	1,000.00
10-590-3380 TELEPHONE	41,600.00	0.00	35,606.40	85.59	5,993.60
10-590-3385 MOBILES & AIR CARDS	8,700.00	740.78	6,802.35	78.19	1,897.65
10-590-3390 ELECTRICITY & GAS	64,000.00	4,791.87	53,420.97	83.47	10,579.03
10-590-3395 ELECTRICITY - STREET	57,000.00	4,738.29	57,693.55	101.22 (	693.55)
10-590-3400 WATER	10,000.00	0.00	6,546.84	65.47	3,453.16
10-590-3410 TAX COLLECTOR FEES	6,165.00	0.00	5,885.46	95.47	279.54

CITY OF KIRBY
EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

10 -GENERAL

100.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
10-590-3430 BEXAR APPRAISAL DISTRICT	13,300.00	3,751.00	15,004.00	112.81 (	1,704.00)
10-590-3440 ELECTION EXPENSE	10,000.00	0.00	4,214.95	42.15	5,785.05
10-590-3450 GIS SYSTEM	3,400.00	0.00	3,400.00	100.00	0.00
10-590-3455 HEALTH INSPECTION FEES	13,500.00	0.00	10,440.00	77.33	3,060.00
TOTAL CONTRACT SERVICES	512,011.00	28,815.23	478,443.38	93.44	33,567.62
<u>MISCELLANEOUS</u>					
10-590-4010 MEMBERSHIPS	4,000.00	0.00	6,110.00	152.75 (	2,110.00)
10-590-4900 MISCELLANEOUS	200.00	0.00	2,185.69	1,092.85 (	1,985.69)
TOTAL MISCELLANEOUS	4,200.00	0.00	8,295.69	197.52 (	4,095.69)
 TOTAL GENERAL OPERATIONS	 576,211.00	 30,252.04	 563,684.11	 97.83	 12,526.89
 TOTAL EXPENDITURES	 5,962,916.00	 346,077.74	 4,992,717.53	 83.73	 970,198.47
 <u>OTHER USES</u>	 _____	 _____	 _____	 _____	 _____
 TOTAL EXPENDITURES & OTHER USES	 5,962,916.00	 346,077.74	 4,992,717.53	 83.73	 970,198.47

CITY OF KIRBY
EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

20 -WATER

100.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NONDEPARTMENTAL					
SALARIES & BENEFITS					
20-500-0000 WATER SALARIES	297,000.00	11,277.78	246,490.12	82.99	50,509.88
20-500-0005 WATER OVERTIME	58,200.00	1,656.24	21,118.07	36.29	37,081.93
20-500-0007 WATER LONGEVITY & INCENTIV	5,880.00	0.00	3,266.82	55.56	2,613.18
20-500-0010 INSURANCE	62,500.00	0.00	40,097.83	64.16	22,402.17
20-500-0015 RETIREMENT	52,200.00	0.00	35,549.49	68.10	16,650.51
20-500-0020 FICA TAX	5,222.00	0.00	4,040.93	77.38	1,181.07
20-500-0030 TWC UNEMPLOYMENT TAX	2,025.00	7.01	19.72	0.97	2,005.28
TOTAL SALARIES & BENEFITS	483,027.00	12,941.03	350,582.98	72.58	132,444.02
SUPPLIES					
20-500-1000 OPERATIONAL SUPPLIES	40,000.00	2,063.71	41,506.12	103.77 (	1,506.12)
20-500-1030 OFFICE SUPPLIES/POSTAGE	17,000.00	607.43)	14,277.80	83.99	2,722.20
20-500-1050 COMPUTER- WATER	1,000.00	0.00	0.00	0.00	1,000.00
20-500-1100 FUEL & LUBRICANTS	18,000.00	46.33	10,306.39	57.26	7,693.61
20-500-1110 CHEMICALS	6,000.00	1,188.28	6,861.65	114.36 (	861.65)
20-500-1200 UNIFORMS	3,460.00	181.34	3,126.44	90.36	333.56
20-500-1300 SMALL TOOLS	8,500.00	0.00	5,539.13	65.17	2,960.87
20-500-1400 ASPHALT	25,000.00	0.00	12,705.36	50.82	12,294.64
20-500-1401 TOPSOIL/BASE/SAND/CONCRETE	10,000.00	0.00	3,954.03	39.54	6,045.97
20-500-1402 TRAFFIC CONTROLS	1,500.00	2,885.74	2,885.74	192.38 (	1,385.74)
TOTAL SUPPLIES	130,460.00	5,757.97	101,162.66	77.54	29,297.34
MAINTENANCE					
20-500-2100 BLDG. MAINT.	10,000.00	228.00	2,195.77	21.96	7,804.23
20-500-2200 EQUIPMENT MAINTENANCE	35,100.00	1,010.75	7,765.44	22.12	27,334.56
20-500-2300 VEHICLE MAINTENANCE	5,000.00	577.47	4,751.17	95.02	248.83
20-500-2400 SOFTWARE MAINTENANCE	30,000.00	154.00	15,591.69	51.97	14,408.31
20-500-2800 WELLS/PUMPS/MOTORS	250,000.00	6,032.95	129,942.68	51.98	120,057.32
20-500-2805 SEWER LINES/MANHOLES/LIFT	20,000.00	0.00	6,080.36	30.40	13,919.64
20-500-2810 WATER LINES/MAINS	20,000.00	0.00	18,257.19	91.29	1,742.81
20-500-2815 REPAIRS DRIVEWAY, SIDEWALKS	20,000.00	245.70	1,192.50	5.96	18,807.50
20-500-2820 DAMAGES	1,000.00	0.00	0.00	0.00	1,000.00
20-500-2900 EQUIPMENT RENTAL	4,500.00	0.00	0.00	0.00	4,500.00
TOTAL MAINTENANCE	395,600.00	8,248.87	185,776.80	46.96	209,823.20
CONTRACT SERVICES					
20-500-3310 GYM - EMPLOYEE SUPPLEMENTA	180.00	0.00	0.00	0.00	180.00
20-500-3350 STORMWATER ENGINEERING FEE	20,000.00	12,266.94	27,370.20	136.85 (	7,370.20)
20-500-3390 ELECTRIC FOR WELLS	56,000.00	5,776.12	45,495.98	81.24	10,504.02
20-500-3400 WATER PURCHASE/LEASE	13,195.00	0.00	13,195.00	100.00	0.00
20-500-3405 EDWARDS AQUIFER PAYMENTS	108,620.00	0.00	108,611.33	99.99	8.67
20-500-3450 UTILITY BILLING SERVICE	8,000.00	4,197.55	14,299.75	178.75 (	6,299.75)
20-500-3460 WATER CONSERVATION EDUCATI	2,500.00	0.00	0.00	0.00	2,500.00
20-500-3465 WATER CONSERVATION REBATE	2,500.00	0.00	100.00	4.00	2,400.00
20-500-3480 PERMITS	500.00	0.00	100.00	20.00	400.00

CITY OF KIRBY
EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

20 -WATER

100.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
20-500-3500 SEWAGE TREATMENT	643,000.00	50,846.35	570,404.57	88.71	72,595.43
20-500-3520 GARBAGE CONTRACTOR	750,000.00	75,641.85	845,692.71	112.76 (	95,692.71)
20-500-3521 WELL SITE MONITORING	70,000.00	24,596.00	82,987.00	118.55 (	12,987.00)
TOTAL CONTRACT SERVICES	1,674,495.00	173,324.81	1,708,256.54	102.02 (	33,761.54)
<u>MISCELLANEOUS</u>					
20-500-4000 TRAINING & TRAVEL	6,000.00	0.00	558.54	9.31	5,441.46
20-500-4010 MEMBERSHIP & LICENSE	10,000.00	97.00	7,385.85	73.86	2,614.15
20-500-4020 MOBILE & AIR TIME	1,500.00	0.00	533.76	35.58	966.24
20-500-4100 BAD DEBT EXPENSE	25,000.00	0.00	0.00	0.00	25,000.00
20-500-4101 BAD DEBT EXP COLLECTIONS	500.00	46.55	166.73	33.35	333.27
20-500-4200 DEPRECIATION EXPENSE	250,000.00	0.00	0.00	0.00	250,000.00
20-500-4900 MISCELLANEOUS EXP.	200.00	0.00	206.19	103.10 (	6.19)
TOTAL MISCELLANEOUS	293,200.00	143.55	8,851.07	3.02	284,348.93
<u>CAPITAL OUTLAY</u>					
20-500-5025 GENERATOR & INSTALLATION	70,000.00	0.00	0.00	0.00	70,000.00
TOTAL CAPITAL OUTLAY	70,000.00	0.00	0.00	0.00	70,000.00
 TOTAL NONDEPARTMENTAL	 3,046,782.00	 200,416.23	 2,354,630.05	 77.28	 692,151.95
 TOTAL EXPENDITURES	 3,046,782.00	 200,416.23	 2,354,630.05	 77.28	 692,151.95
 <u>OTHER USES</u>					
20-500-7000 XFERS IN LIEU OF TAXES	600,000.00	0.00	550,000.00	91.67	50,000.00
TOTAL OTHER USES	600,000.00	0.00	550,000.00	91.67	50,000.00
 TOTAL EXPENDITURES & OTHER USES	 3,646,782.00	 200,416.23	 2,904,630.05	 79.65	 742,151.95

CITY OF KIRBY
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AS OF: SEPTEMBER 30TH, 2023

30 -DEBT SERVICE

100.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>NONDEPARTMENTAL</u>					
<u>=====</u>					
<u>DEBT SERVICE</u>					
30-500-6000 BOND PRINCIPAL	280,000.00	0.00	280,000.00	100.00	0.00
30-500-6010 BOND INTEREST	204,925.00	0.00	105,262.50	51.37	99,662.50
30-500-6020 BOND PAYING AGENT	3,000.00	0.00	1,900.00	63.33	1,100.00
TOTAL DEBT SERVICE	487,925.00	0.00	387,162.50	79.35	100,762.50
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TOTAL NONDEPARTMENTAL	487,925.00	0.00	387,162.50	79.35	100,762.50
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TOTAL EXPENDITURES	487,925.00	0.00	387,162.50	79.35	100,762.50
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TOTAL EXPENDITURES & OTHER USES	487,925.00	0.00	387,162.50	79.35	100,762.50
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CITY OF KIRBY
EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

50 -CAPITAL PROJECTS

100.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>NONDEPARTMENTAL</u>					
<u>SUPPLIES</u>					
<u>CONTRACT SERVICES</u>					
50-500-3350 ENGINEERING FEES	0.00	0.00	61,215.00	0.00	(61,215.00)
50-500-3700 CONSTRUCTION COSTS	0.00	723,097.25	1,734,435.18	0.00	(1,734,435.18)
TOTAL CONTRACT SERVICES	0.00	723,097.25	1,795,650.18	0.00	(1,795,650.18)
<u>MISCELLANEOUS</u>					
<u>DEBT SERVICE</u>					
TOTAL NONDEPARTMENTAL	0.00	723,097.25	1,795,650.18	0.00	(1,795,650.18)
TOTAL EXPENDITURES	0.00	723,097.25	1,795,650.18	0.00	(1,795,650.18)
<u>OTHER USES</u>					
TOTAL EXPENDITURES & OTHER USES	0.00	723,097.25	1,795,650.18	0.00	(1,795,650.18)

CITY OF KIRBY
EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

60 -CRIME CONTROL DISTRICT

100.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>NONDEPARTMENTAL</u>					
<u>SALARIES & BENEFITS</u>					
60-500-0000 CCPD SALARIES	3,000.00	0.00	600.00	20.00	2,400.00
60-500-0020 CCPD FICA TAX	230.00	0.00	45.90	19.96	184.10
TOTAL SALARIES & BENEFITS	3,230.00	0.00	645.90	20.00	2,584.10
<u>SUPPLIES</u>					
60-500-1000 CCPD OFFICE SUPPLIES	600.00	0.00	166.80	27.80	433.20
60-500-1003 CCPD COMM SERVICE PROGRAMS	7,000.00	945.00	1,952.01	27.89	5,047.99
TOTAL SUPPLIES	7,600.00	945.00	2,118.81	27.88	5,481.19
<u>MAINTENANCE</u>					
60-500-2200 CCPD EQUIPMENT MAINTENANCE	200.00	0.00	0.00	0.00	200.00
60-500-2400 CCPD SOFTWARE MAINTENANCE	250.00	0.00	0.00	0.00	250.00
TOTAL MAINTENANCE	450.00	0.00	0.00	0.00	450.00
<u>CONTRACT SERVICES</u>					
60-500-3100 CCPD RENT	100.00	0.00	60.00	60.00	40.00
60-500-3110 CCPD PUBLICATION EXPENSE	500.00	0.00	0.00	0.00	500.00
60-500-3330 CCPD INSURANCE & BONDS	1,000.00	0.00	104.00	10.40	896.00
60-500-3340 CCPD LEGAL FEES	1,100.00	0.00	0.00	0.00	1,100.00
60-500-3360 CCPD AUDITOR	2,200.00	2,000.00	2,000.00	90.91	200.00
60-500-3380 CCPD INTERNET & E-MAIL	17,000.00	5,918.28	17,971.25	105.71	(971.25)
TOTAL CONTRACT SERVICES	21,900.00	7,918.28	20,135.25	91.94	1,764.75
<u>MISCELLANEOUS</u>					
60-500-4000 CCPD TRAINING	11,000.00	0.00	972.09	8.84	10,027.91
60-500-4005 POLICE CHIEF OPERATIONS	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL MISCELLANEOUS	16,000.00	0.00	972.09	6.08	15,027.91
<u>CAPITAL OUTLAY</u>					
60-500-5008 TASERS CARTRIDGES	4,700.00	0.00	4,603.63	97.95	96.37
60-500-5009 PARK SECURITY CAMERAS	17,600.00	0.00	8,792.00	49.95	8,808.00
60-500-5010 DRUG TERMINATOR	6,000.00	0.00	0.00	0.00	6,000.00
TOTAL CAPITAL OUTLAY	28,300.00	0.00	13,395.63	47.33	14,904.37
 TOTAL NONDEPARTMENTAL	 77,480.00	 8,863.28	 37,267.68	 48.10	 40,212.32
 TOTAL EXPENDITURES	 77,480.00	 8,863.28	 37,267.68	 48.10	 40,212.32

CITY OF KIRBY
EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

60 -CRIME CONTROL DISTRICT

	100.00% OF YEAR COMP.				
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
OTHER USES	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>					
TOTAL EXPENDITURES & OTHER USES	77,480.00	8,863.28	37,267.68	48.10	40,212.32
	=====	=====	=====	=====	=====

CITY OF KIRBY
EXPENDITURES REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2023

70 -ARPA

100.00% OF YEAR COMP.

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>NONDEPARTMENTAL</u>					
<u>CAPITAL OUTLAY</u>					
70-500-5000 GENERATORS - POLICE & CITY	0.00	0.00	29,964.54	0.00 (	29,964.54)
70-500-5002 ALAN SHEPARD SEWER	0.00	0.00	652,765.00	0.00 (	652,765.00)
70-500-5005 RESIDENTIAL WATER CREDIT	0.00	0.00	183,075.00	0.00 (	183,075.00)
70-500-5006 VINECREST SEWER	0.00	0.00	12,100.00	0.00 (	12,100.00)
TOTAL CAPITAL OUTLAY	0.00	0.00	877,904.54	0.00 (	877,904.54)
TOTAL NONDEPARTMENTAL	0.00	0.00	877,904.54	0.00 (	877,904.54)
TOTAL EXPENDITURES	0.00	0.00	877,904.54	0.00 (	877,904.54)
<u>OTHER USES</u>					
TOTAL EXPENDITURES & OTHER USES	0.00	0.00	877,904.54	0.00 (	877,904.54)

<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 27, 2023

AGENDA ITEM: 8 i.

Discussion and Possible Action on waiving the second reading of Ordinance O-2023-928 pursuant to the City of Kirby Charter Section 2.13 by affirmative vote of all Council members present.

<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 27, 2023

AGENDA ITEM: 8 j.

Discussion and Possible Action on the Community Development Block Grant Program
Intergovernmental Cooperative Agreement for Foxcross Drive.

STATE OF TEXAS

COUNTY OF BEXAR

§
§
§
§

COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM
INTERGOVERNMENTAL
COOPERATIVE AGREEMENT

This Community Development Block Grant (the “CDBG”) Program Intergovernmental Cooperative Agreement (the “Agreement”) is entered into this _____ day of _____, 2023, between the **COUNTY OF BEXAR** (the “COUNTY”), a political subdivision of the State of Texas, through its Economic and Community Development Department (the “Department”) and **CITY OF KIRBY** (the “SUBRECIPIENT”), a municipal corporation of the State of Texas, for participation in COUNTY’s 2022 Year CDBG Program, CFDA# 14.218, Project Number B-22-UC-48-0500 (the “CDBG Program”). For the purposes of this Agreement, COUNTY and SUBRECIPIENT will be individually called “Party” and collectively called the “Parties”.

INTRODUCTION

COUNTY has received CDBG funds from the United States Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974, as amended (the “CDBG Program Funds”), and SUBRECIPIENT, a jurisdiction participating with COUNTY for CDBG funding eligibility, has requested that COUNTY provide CDBG Program Funds for the **Foxcross Drive Reconstruction Project** (the “Project”).

COUNTY believes it to be in the best public interest and benefit to provide assistance to the SUBRECIPIENT for the Project, which is a CDBG Program activity and meets the national objective of Area Benefit (as that particular term is defined or described in the National Objectives of the Community Development Block Grant Program contained in 24 CFR, Section 570.208).

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to provide CDBG Program Funds for the Project, being the complete reconstruction of 1,300 linear feet of Foxcross Drive from Threadway to Shamrock. The City plans to take care of sanitary sewer repairs along with the street rehabilitation. A detailed Project Description, consisting of a Work Statement, Project Schedule, and Budget Summary, is attached hereto as Exhibit “A” and incorporated herein for all purposes.

ARTICLE II
EFFECTIVE DATE OF AGREEMENT

2.01 This Agreement is effective on the date it is executed by COUNTY (the “COUNTY Execution Date”). Costs incurred either under or purportedly under this Agreement prior to the COUNTY Execution Date will not be eligible for reimbursement. Furthermore, no reimbursements will be made pursuant to this Agreement until HUD releases the CDBG Program Funds for the Project.

ARTICLE III
GRANT AWARD

3.01 SUBRECIPIENT understands that this Agreement is a subaward of COUNTY's agreement with HUD and that federal funds will be used to fund this Agreement. SUBRECIPIENT agrees further that it shall be bound by the standard terms and conditions used in the Grant Agreement ("the Grant"), available from Department, between HUD and COUNTY and such other rules, regulations, or requirements as HUD may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this Agreement by the Parties hereto. SUBRECIPIENT will comply with all requirements for subrecipients and subawardees contained in Title 24 CFR 570 and 2 CFR Part 200, et al.—and any changes to Title 24 CFR 570 and 2 CFR Part 200, et al. shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. SUBRECIPIENT will also comply with all applicable federal and state laws, regulations, executive orders, policies, procedures, guidance, directives, and FAQs which may be, or after execution become applicable to this Agreement. Failure to comply with requirements may result in the denial of a reimbursement request.

3.02 Should SUBRECIPIENT fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be actual or allowable costs, SUBRECIPIENT warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether during the term of this Agreement or after. SUBRECIPIENT shall refund any such payment to COUNTY within thirty (30) calendar days of the receipt of the notice from COUNTY.

3.03 Subject to the other terms and conditions contained in this Agreement (including, without limitation, Section 2.01, above, and Sections 5.03 and 8.03, below), COUNTY awards SUBRECIPIENT a grant not to exceed Two Hundred Fifty Eight Thousand and Thirty One Dollars (US \$258,031) in CDBG Program Funds for the Project from the CDBG Program (the "Maximum Grant Award").

3.04 SUBRECIPIENT's grant award may not exceed the Maximum Grant Award under any circumstances, but may be less than that amount and will be determined by actual costs of the Project. The grant will be paid to SUBRECIPIENT on a reimbursement basis for actual construction and engineering fees (without any markup by SUBRECIPIENT) incurred and associated solely with and directly for the Project. However, if SUBRECIPIENT does not have the capacity to procure construction services, COUNTY may elect to procure a contractor for the Project and pay the construction costs directly to the contractor.

3.03 Upon completion of the Project and approval of such by COUNTY, COUNTY will, by written notice to SUBRECIPIENT, de-obligate any part of the CDBG Program Funds which were previously allocated under this Agreement that were not needed to complete the Project.

3.04 Upon SUBRECIPIENT's written request, COUNTY may, through an Amendment to the Agreement approved by the Bexar County Commissioners Court, increase the CDBG Program Funds allocated under this Agreement if (a) SUBRECIPIENT determines that the allocation is insufficient to complete the Project, and (b) COUNTY has other CDBG Program Funds which are unencumbered, as well as eligible and available for the Project.

3.05 SUBRECIPIENT will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. The grant has in effect and is

following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the CDBG or HOME programs.

3.06 SUBRECIPIENT will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

ARTICLE IV **SUBRECIPIENT SERVICES**

4.01 Professional Services:

- a. SUBRECIPIENT will retain and utilize its own licensed architect or engineer (the "Professional") for development of plans and specifications for the Project under the terms of a properly authorized, written agreement between such parties, as such may be modified according to its terms (the "Services Agreement"). At a minimum, the terms of the Services Agreement will require the Professional to submit a fee proposal for the Project to SUBRECIPIENT, and allow such agreement as well as the fee proposal to be disclosed to COUNTY for the purposes of this Agreement.
- b. SUBRECIPIENT will submit to COUNTY the Professional's fee proposal for approval by COUNTY prior to starting any Project-related work or services. Upon approval of the Professional's fee proposal, SUBRECIPIENT may authorize its Professional to begin development of plans and specifications for the Project under the Services Agreement. Funding to SUBRECIPIENT for services performed or provided by such Professional is reimbursable and payable in accordance with terms and conditions approved by SUBRECIPIENT and COUNTY in writing for professional services to reflect the following:

(1)	Design Phase	23%
(2)	Bidding Phase	7%
(3)	Construction Phase	70%
- c. Requests by SUBRECIPIENT for reimbursement of payments for work or services performed or provided under the Services Agreement in connection with the Project may be made by submitting the following documentation to Bexar County Economic and Community Development Department, 233 N. Pecos, Suite 320, San Antonio, Texas 78207:
 - (1) A fully-executed copy of the Services Agreement (including all change orders and amendments thereto);
 - (2) A copy of the Professional's invoice, along with all supporting documentation; and
 - (3) A certified copy of City Council's minutes where the SUBRECIPIENT accepted and approved each request for payment submitted by the Professional under the Services Agreement; and a copy of SUBRECIPIENT's canceled check verifying payment to the Professional.
- d. Under the terms of the Services Agreement, SUBRECIPIENT's Professional will be obligated to prepare and provide COUNTY with a copy of all written construction

cost estimates for the Project. COUNTY must approve each and all cost estimates prior to the commencement of such construction.

- e. Subject to any delays caused solely by, and beyond any applicable time periods set forth in this Agreement which are allotted to, the COUNTY, SUBRECIPIENT will have 90 days from the COUNTY Execution Date to execute the Services Agreement and complete plans and specifications for the Project.
- f. SUBRECIPIENT will ensure that a professional will complete the design of the Project within ninety (90) days of the execution of this Agreement.

4.02 Construction Services:

- a. Upon completion of the plans and specifications and approval of such by both COUNTY and SUBRECIPIENT, COUNTY or SUBRECIPIENT may obtain, through a competitive bid process, a contractor to construct the Project in accordance with said plans and specifications.
- b. Subject to the prior written approval of COUNTY, SUBRECIPIENT may construct a portion of the Project using SUBRECIPIENT's own employees or contractors. Under such circumstances, COUNTY will reimburse SUBRECIPIENT only for the material costs associated with the portion of the Project constructed (without any administrative markup) using SUBRECIPIENT's own employees or contractor.
- c. Funding for all such construction activities associated with the Project, such as materials and supplies, cannot exceed the Maximum Grant Award.
- d. SUBRECIPIENT's Professional will prepare Change Orders and/or Amendments to the Services Agreement in duplicate for review and approval by the SUBRECIPIENT and COUNTY. Each Change Order must be specific and final as to prices and extension time, with no reservations or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the Change Order. Change Orders must be submitted to the Department for approval by COUNTY before any applicable work or service is performed. COUNTY will not pay any Change Order that has not been previously approved by COUNTY pursuant to these provisions. Total Change Orders may not exceed twenty-five percent (25%) of the original construction contract price. The total construction costs, including Change Orders, must not exceed the amount allocated by COUNTY for the construction of the Project under any circumstances.
- e. SUBRECIPIENT will ensure that the Construction Phase will be complete within six (6) months of completion of the Design Phase. The Parties may agree to extend the time for completion if the delay in completion is caused by factors beyond the control of SUBRECIPIENT. COUNTY will, in its sole discretion have the final decision-making authority for the granting of any extension. Any extension of time for completion will be negotiated by the Parties and evidenced by a writing executed by both Parties.

ARTICLE V

PROJECT REQUIREMENTS

5.01 SUBRECIPIENT will obtain professional and construction services necessary for the Project, all in accordance with engineering specifications as required.

5.02 SUBRECIPIENT agrees that the Project will be completed in accordance with normal engineering standards and pursuant to specifications, including any amendments and addenda, as finally approved by COUNTY pursuant to the terms of this Agreement.

5.03 SUBRECIPIENT will ensure the timely completion of the Project even if the allocated CDBG Program Funds are not available or sufficient to cover the total Project costs.

5.04 The Parties will work diligently to complete the Project within one (1) year of the COUNTY Execution Date. If the Project cannot be completed within this timeframe, the Parties will work diligently and in good faith in order to arrive at a mutually acceptable completion date. The agreed upon date for completion will be evidenced in writing and executed by both Parties.

ARTICLE VI GRANT REVIEW

6.01 The Department is the designated office for COUNTY'S administration of the CDBG Program and will be SUBRECIPIENT's and its Professional's primary contact regarding the Project, the Maximum Grant Award, and this Agreement (including any change orders or amendments thereto).

6.02 If SUBRECIPIENT utilizes subcontractors in performing any obligation required by this Agreement (including the Professional), the Department staff will, prior to execution of all applicable contractual agreements (including the Services Agreement), have the right (but not the obligation) in order to review and approve the selection process, bidding procedures, and all proposed agreements, if any, entered into by SUBRECIPIENT and each such subcontractor. A written agreement will be required for subcontracted services between SUBRECIPIENT and its subcontractor(s).

6.03 The Department staff will, in its sole and absolute discretion, determine what is eligible for reimbursement under this Agreement.

ARTICLE VII PROGRAM INCOME

7.01 In accordance with 24 CFR §570.500(a), the term "Program Income" means all gross income received by the SUBRECIPIENT directly and generated from the use of CDBG Program Funds. When Program Income is generated by an activity that is only partially assisted with CDBG Program Funds, the income will be prorated to reflect the percentage of CDBG Program Funds used. Program Income includes, but is not limited to, the following:

- a. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG Program Funds;
- b. Proceeds from the disposition of equipment purchased with CDBG Program Funds;

- c. Gross income from the use or rental of real property acquired by the SUBRECIPIENT with CDBG Program Funds, less costs incidental to generation of the income;
- d. Gross income from the use or rental of real property owned by the SUBRECIPIENT that was constructed or improved with CDBG Program Funds, less costs incidental to generation of the income; and
- e. Interest earned on Program Income pending its disposition.

7.02 Program Income does not include proceeds from the disposition of real property acquired or improved with CDBG Program Funds when the disposition occurs within five (5) years after expiration of this Agreement.

7.03 By the tenth day of each calendar month throughout the term of this Agreement, SUBRECIPIENT will report and return to COUNTY all Program Income received or accrued during the preceding month. The monthly reports must be in written format and submitted to COUNTY commencing from the date of completion of the Project until 0 (5) years thereafter. Alternative arrangements to this requirement may be made only upon written request to and written approval by COUNTY.

7.04 Records of the receipt and disposition of Program Income must be maintained by SUBRECIPIENT in the same manner as required for other Agreement funds and must be submitted to COUNTY in the format prescribed by COUNTY. SUBRECIPIENT will maintain records of Program Income received or accrued in connection with this Agreement, the Project, or Project-related assets or improvements for a period of five (5) years after submission of the final monthly report.

7.05 SUBRECIPIENT must include the same language set forth in Sections 7.01 through 7.04 of this Agreement in its entirety in all of its subcontracts involving income-producing services or activities (including Program Income) associated with the Project or Project-related assets or improvements.

7.06 SUBRECIPIENT's must obtain from COUNTY a prior, written determination as to whether or not income arising directly or indirectly from this Agreement, or from the performance thereof, the Project, or Project-related assets or improvements constitutes Program Income. Unless otherwise approved in writing by COUNTY, SUBRECIPIENT will be responsible to COUNTY for the prompt repayment of any and all amounts determined by COUNTY to be Program Income.

ARTICLE VIII

PROGRAM RECORDS & REQUIREMENTS

8.01 SUBRECIPIENT will comply with all federal, state, and local laws and ordinances applicable to the work or services performed or provided by SUBRECIPIENT, its Professional or any of its subcontractors under this Agreement, the Services Agreement, or any applicable subcontract.

8.02 SUBRECIPIENT will maintain all necessary and applicable financial records in accordance with [Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, 24 CFR Part 84]

[Audits of State, Local Governments, Non-Profit Organizations, OMB Circular A-133; Cost Principals for State and Local Governments, OMB Circular A-87; and Administration Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments, 24 CFR Part 85, which under all such requirements or guidelines, at a minimum, relate to or are associated with the Project]. Additionally, SUBRECIPIENT will comply with 2 CFR Part 200, 24 CFR Part 85, and 24 CFR Part 44, as applicable.

8.03 COUNTY will have no obligation to release any portion of the CDBG Program Funds to SUBRECIPIENT until a representative of COUNTY has reviewed SUBRECIPIENT'S fiscal and accounting procedures to ensure compliance with applicable federal requirements.

8.04 COUNTY will use reasonable efforts in order to conduct, at minimum, monthly monitoring visits to the Project site to determine performance and compliance with the applicable rules and regulations governing the CDBG Program. These rules and regulations are outlined in the most recent edition the Federal Compliance Manual (see Exhibit "B") and CDBG Manual (see Exhibit "C") currently issued by the Bexar County Economic and Community Development Department, which outline documentation, and reporting requirements for SUBRECIPIENT in connection with the CDBG Program and Project. The Federal Compliance Manual and CDBG Manual are incorporated into this Agreement and made a part of its terms and conditions. SUBRECIPIENT will also comply with all applicable requirements as outlined in the Federal Compliance Manual and CDBG Manual.

8.05 SUBRECIPIENT will maintain complete and accurate books, records and other documents relating directly to the receipt and disbursement of CDBG Program Funds associated with the Project.

8.06 SUBRECIPIENT shall allow any duly authorized representative of GRANTEE, HUD, the Inspector General, the General Accounting Office, or the Comptroller General of the United States, at all reasonable times, to have access to and the right to inspect, copy, audit, and examine all such books, records and other documents of closeout procedures respecting this grant, until final settlement and conclusion of all issues arising out of this activity are completed.

8.07 SUBRECIPIENT will have an independent auditor audit the expenditure of Project-related funds pursuant to this Agreement as part of the annual audit performed on SUBRECIPIENT. The audit, with respect to the funds under this Agreement, must be performed in accordance with the requirements of OMB Circular A-133. The audit report will include SUBRECIPIENT's expenditures and revenues for the same time period as COUNTY's fiscal year (i.e., October 1st to September 30th). SUBRECIPIENT agrees to maintain all fiscal records and supporting documentation generated or received in connection with the Project for a period of five (5) years after the Project is reported on for the final time. If any expenditures under this Agreement are found to be ineligible for reimbursement by the original audit, and/or any subsequent audits performed within three (3) years following the acceptance of the original audit, SUBRECIPIENT will reimburse COUNTY for those expenditures declared ineligible within 90 days after being notified in writing of the findings.

8.08 SUBRECIPIENT will comply with all applicable rules and regulations as described in 24 CFR, Parts 570, Subparts A through O of the CDBG Program, including but not limited to, the Uniform Administrative Requirements described in Section 570.502.

8.09 SUBRECIPIENT will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and regulations at 24 CFR Part 75.

8.10 SUBRECIPIENT will also comply with Subpart K and Other Program Requirements in accordance with 24 CFR §570.600 through §570.612 and pursuant to Section 104(b) of the Housing & Community Development Act, except that

- a. SUBRECIPIENT does not assume COUNTY's environmental responsibilities identified in 24 CFR §570.604; and
- b. SUBRECIPIENT does not assume COUNTY's responsibility for initiating the intergovernmental review process of Executive Order 12372 described at 24 CFR §570.612.

8.10 HUD's Federal Labor Standards Provisions (HUD - 4010) is incorporated into and made a part of the terms and conditions of this Agreement.

8.11 Upon request, SUBRECIPIENT will provide citizens with reasonable access to records regarding the past use of CDBG Program Funds in connection with the Project, consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

8.12 Following is additional information for pass-through entities pursuant to 2 CFR 200.332:

- a) Federal Award Identification Number: B-22-UC-48-0500
- b) SUBRECIPIENT Unique Entity ID (SAM) number: RJKDPE38MAC6
- c) Federal Award Date: 10/28/2022
- d) Total Amount of Federal Funds Obligated to SUBRECIPIENT by GRANTEE including the current financial obligation: \$258,031
- e) CFDA Number: 14.218

ARTICLE IX

TERMINATION AND DEFAULT

9.01 COUNTY may, for any reason, terminate the whole or any part of this Agreement after giving at least ten (10) days prior written notice of termination to SUBRECIPIENT. COUNTY will pay SUBRECIPIENT for the amount of work or services completed up to the applicable termination date of this Agreement and which is not disputed by COUNTY diligently and in good faith.

9.02 Upon default or termination of this Agreement, SUBRECIPIENT will transfer to COUNTY all CDBG Program Funds and Program Income advanced here under and on hand, available to, or in the actual or constructive possession of SUBRECIPIENT, along with any accounts receivable attributable to CDBG Program Funds and the Program Income, within three (3) business days after receipt of COUNTY's notice.

ARTICLE X

FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

10.01 SUBRECIPIENT represents and warrants that:

- a. All information, data or reports ever provided or to be provided to COUNTY is, will be, and will remain complete and accurate as of the date shown on the information,

data or report, and that since said date shown, will not have undergone any significant change without written notice to COUNTY.

- b. Any supporting financial statements ever provided or to be provided to COUNTY are, will be, and will remain complete, accurate and fairly reflective of the financial condition of SUBRECIPIENT on the date shown on the statements and during the period covered thereby, and that since said the date shown, except as provided by written notice to COUNTY, there has been no material change, adverse or otherwise, in the financial condition of SUBRECIPIENT.
- c. No litigation or proceedings are presently pending or threatened against SUBRECIPIENT relating to this Agreement, CDBG Program, or the Project.
- d. None of the provisions contained herein contravene or in any way conflict with the authority under which SUBRECIPIENT is doing business or with the provisions of any existing obligation or agreement of SUBRECIPIENT.
- e. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, employee of Congress, or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of an Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- f. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, officer or employee of Congress, an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- g. SUBRECIPIENT will require that the language of sections 10.01 e. and f. of this Agreement be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- h. SUBRECIPIENT has the legal authority to enter into this Agreement and accept payments, and has taken all necessary measures to authorize the execution of this Agreement and acceptance of payments under it.
- i. SUBRECIPIENT has dedicated and encumbered all matching funds represented in its grant application materials from available revenues for the program which is the subject of this Agreement.

10.02 During the period of time that payment of any CDBG Program Funds may be made under this Agreement and so long as a payment is due and payable, but has not yet been paid, SUBRECIPIENT covenants that it will not, without the prior written consent of COUNTY:

- a. Sell, convey, mortgage, pledge, or otherwise encumber or cause to be encumbered any of the assets of SUBRECIPIENT now owned or hereafter acquired by it through the use of the CDBG Program Funds, or permit any pre-existing mortgages, liens, or other encumbrances to remain on or attached to any of the assets of SUBRECIPIENT that are allocated to the performance of this Agreement and with respect to which COUNTY has ownership hereunder; or
- b. Sell, assign, pledge, transfer or otherwise dispose of any CDBG Program-related account receivables, notes, or claims for money due or to become due.

10.03 SUBRECIPIENT further warrants and represents that it is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Texas, is qualified to conduct business, and has all power and authority to conduct its business as presently conducted.

10.04 SUBRECIPIENT warrants and represents that:

- a. SUBRECIPIENT has the power and authority to enter into and perform its respective duties and obligations set forth under this Agreement; and
- b. This Agreement, when executed and delivered, will be a valid and binding obligation of SUBRECIPIENT, enforceable against SUBRECIPIENT in accordance with its terms.

10.05 SUBRECIPIENT also warrants and represents that the execution, delivery and performance of this Agreement:

- a. have all been duly authorized by all necessary action;
- b. do not and will not contravene or violate the organizational documents of SUBRECIPIENT;
- c. do not and will not result in the breach of, or constitute a default under, any agreement or instrument by which SUBRECIPIENT or any of its property may be bound or affected; and
- d. do not and will not result in the creation of any lien upon any property of SUBRECIPIENT.

10.06 SUBRECIPIENT further warrants and represents that all necessary permits, resolutions, orders, registrations and consents for the execution, delivery and performance of this Agreement have been obtained.

10.07 Each of the foregoing representations, warranties and covenants will be continuing and deemed repeated each time SUBRECIPIENT submits a new request for payment in accordance with the terms, provisions and requirements of this Agreement.

ARTICLE XI

PERFORMANCE RECORDS AND REPORTS

11.01 As often and in such form as COUNTY may reasonably require, SUBRECIPIENT will promptly furnish to COUNTY any performance records and reports deemed by COUNTY to be pertinent to matters covered by this Agreement.

ARTICLE XII

INSURANCE

12.01 Both COUNTY and SUBRECIPIENT are subject to and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. Both Parties will maintain adequate insurance to respond to any claims by third-parties or by their respective employees for personal injuries or property damage. Both Parties hereby waive pursuant to this Agreement any subrogation rights it may have or acquire as against each other arising in the course of or during the term of this Agreement.

12.02 SUBRECIPIENT has advised the COUNTY that it will use one or more third-party architectural or engineering firms to complete all architectural and/or engineering services associated with the Project (collectively, the "Firms"). As a condition precedent to receiving any funding or being reimbursed in connection with any portion of the Project as contemplated under the terms of this Agreement, SUBRECIPIENT will (a) require the Firms to carry professional insurance coverage meeting the following minimum requirements until the earlier of (i) the completion of the Project, and (ii) the termination of this Agreement, and (b) provide the COUNTY with a certificate of insurance evidencing such coverage within five (5) days after the COUNTY Execution Date:

Professional Liability Errors and Omissions insurance of TWO MILLION (\$2,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) aggregate. The policy will have an Extended Reporting Period (or tail coverage) extending for a minimum of three (3) years following immediately upon the effective date of the policy expiration.

ARTICLE XIII

INDEMNIFICATION

13.01 COUNTY and SUBRECIPIENT separately acknowledge they are subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. Neither Party assumes any indemnification obligation under this Agreement.

ARTICLE XIV

POLITICAL ACTIVITY

14.01 The CDBG Program Funds provided pursuant to this Agreement will only be used to finance the Project. They will not be used for any facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

ARTICLE XV

SECTARIAN ACTIVITY

15.01 CDBG Program Funds may not be used to support any inherently religious activities such as worship, religious instruction or proselytization. CDBG Program Funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG Program Funds may be used for the acquisition, construction or rehabilitation of structures but only to the extent that those structures are used for conducting eligible activities as determined by any applicable federal or state law, rule, or regulation or applicable cost accounting requirements. Where a structure is used for both eligible and inherently religious activities, CDBG Program Funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG Program Funds. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements.

ARTICLE XVI

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

16.01 SUBRECIPIENT will comply with all applicable local, state and federal equal employment opportunity and affirmative action rules, regulations, and laws in connection with all aspects of the Project.

16.02 If SUBRECIPIENT (or a subcontractor of SUBRECIPIENT, including the Professional) fails to comply with any applicable local, state and federal equal employment opportunity and affirmative action rules, regulations and laws in connection with any aspect of the Project, COUNTY may immediately cancel, terminate, or suspend this Agreement, in whole or in part, and SUBRECIPIENT may be barred from further contracts with COUNTY.

ARTICLE XVII

CONFLICT OF INTEREST

17.01 SUBRECIPIENT will comply with all of the applicable conflict of interest provisions found in 24 CFR §570.611.

ARTICLE XVIII

AUTHORIZED USE

18.01 COUNTY and SUBRECIPIENT will follow all applicable HUD regulations and guidelines regarding the use of facilities constructed with CDBG Program Funds in connection with the Project.

ARTICLE XIX

PUBLICITY

19.01 When appropriate, as determined by and upon receiving the prior, written approval of COUNTY, SUBRECIPIENT may publicize the activities conducted by SUBRECIPIENT pursuant to the terms of this Agreement. In any news release, sign, brochure, or other advertising medium disseminating information prepared or distributed by or for SUBRECIPIENT, mention must be made that HUD's funding and COUNTY's participation made the Project possible.

ARTICLE XX

PUBLICATIONS

20.01 All published materials and written reports submitted pursuant to this Agreement must be originally developed unless otherwise specifically provided. If material not originally developed is included in a report, however, that material must have its source identified, either in the body of the report or by footnote, regardless of whether the material is in a verbatim or extensive paraphrase format.

20.02 All published materials submitted pursuant to the Project must include the following reference on the front cover or title page:

“This document was prepared in accordance with Bexar County’s Community Development Block Grant Program, with funding received from the United States Department of Housing and Urban Development.”

ARTICLE XXI RIGHTS TO PROPOSAL AND CONTRACT MATERIAL

21.01 All reports, documents, studies, charts, schedules, or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by SUBRECIPIENT or one of its subcontractors (including the Professional) either under this Agreement or in connection with the Project, upon receipt, become the property of COUNTY.

ARTICLE XXII CHANGES AND AMENDMENTS

22.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof must be by written amendment which has been properly executed by an official or other authorized representative of both Parties.

22.02 Any changes in local, state, and federal rules, regulations, or laws applicable to this Agreement or the Project that occur during its term will be automatically incorporated into this Agreement without written amendment hereto, as of the effective date of the rule, regulation, or law.

22.03 SUBRECIPIENT will notify COUNTY in writing of any proposed change in the physical location for any work or services to be performed pursuant to the terms of this Agreement at least 30 calendar days in advance of the proposed change.

ARTICLE XXIII ASSIGNMENTS

23.01 SUBRECIPIENT will not transfer, pledge, or otherwise assign any part of this Agreement, any interest in and to same, or any claim arising thereunder, without first procuring the prior, written approval of COUNTY.

ARTICLE XXIV WAIVER OF PERFORMANCE

24.01 No waiver by COUNTY of a breach of any of the terms, conditions, covenants or guarantees of this Agreement may be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of COUNTY to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, will not be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party of any provision of this Agreement will be deemed to have been made or be effective unless expressed in writing and signed by the Party to be charged.

24.02 No act or omission of COUNTY under the terms of the Agreement will in any manner impair or prejudice any right, power, privilege, or remedy available to COUNTY hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.

ARTICLE XXV

REVERSION OF ASSETS AND USE OF REAL PROPERTY

25.01 All CDBG Program Funds provided under this Agreement which are on hand, available to, or in the actual or constructive possession of SUBRECIPIENT when this Agreement expires, and any accounts receivable attributable to the use of CDBG Program Funds, must be transferred to COUNTY, unless otherwise specified in this Agreement.

25.02 Any real property under the control of SUBRECIPIENT that was acquired or improved in whole or in part with CDBG Program Funds in excess of \$25,000 under the terms of this Agreement must meet the following requirements in accordance with 24 CFR §570.503(b)(7):

- a. the property must be used by SUBRECIPIENT to meet one of the National Objectives identified in 24 CFR §570.208 until five (5) years after the expiration of this Agreement; or
- b. the property is not used in accordance with subsection 25.02(a), above, in which event the SUBRECIPIENT will pay to COUNTY an amount equal to the current market value of the property, less any portion of the value attributable to expenditures of non-CDBG Program Funds for the acquisition of, or improvement to, the property. The payment is deemed to be Program Income to COUNTY. (No payment is required after the period of time specified in subsection 25.02(a), above.)

25.03 Additionally, pursuant to the provisions set forth in 24 CFR §570.505, the standards described in this provision apply to real property within SUBRECIPIENT's control which was acquired or improved, in whole or in part, using CDBG Program Funds in excess of \$25,000 which were provided under the terms of this Agreement. These standards will apply from the date that such CDBG Program Funds are first spent on or for the property until five (5) years after closeout of SUBRECIPIENT's participation in the entitlement of the CDBG Program associated with the Project or, until five (5) years after the closeout of the Maximum Grant Award from which the assistance to the property was provided, whichever period is longer.

- a. The use or planned use of any such property (including the beneficiaries of such use) may not change from that for which the acquisition or improvement was made unless

affected citizens are provided with reasonable notice of, and opportunity to comment on, any proposed change, and either:

- (1) The new use of such property qualifies as meeting one of the national objectives contained in 24 CFR §570.208 (formerly §570.901) and is not a building for the general conduct of government; or
 - (2) The requirements contained in paragraph (b) of this subsection are met.
- b. If it is determined, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this subsection, it may retain or dispose of the property for the changed use if the COUNTY's CDBG Program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG Program Funds for acquisition of, and improvements to, the property.
 - c. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 25 CFR §570.504(b)(4) or (5), as applicable, will apply to the use of funds reimbursed.
 - d. Following the reimbursement of the CDBG Program in accordance with paragraph (b) of this provision, the property no longer will be subject to any CDBG Program requirements.

ARTICLE XXVI

ENTIRE AGREEMENT

26.01 This Agreement constitutes the final and entire agreement between the Parties regarding the subject matter set forth herein, and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind the Parties unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by an official or other authorized representative of the Parties.

ARTICLE XXVII

INTERPRETATION

27.01 If any disagreement or dispute arises between the Parties pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, COUNTY, as the Party ultimately responsible to HUD for matters of compliance, will have the final authority to render or secure an interpretation.

ARTICLE XXIII

NOTICES

28.01 For purposes of this Agreement, all official communications and notices among the Parties will be deemed sufficient if in writing and mailed, either by registered or certified mail, postage prepaid, to the addresses set forth below:

COUNTY:

Bexar County Judge
Bexar County Commissioners Court
101 W. Nueva, 10th Floor
San Antonio, Texas 78205

Robert H. Reyna
Director
Bexar County Economic and Community Development
233 N. Pecos
San Antonio, Texas 78207

SUBRECIPIENT:

City of Kirby
Janeshia Grider
Mayor
112 Bauman St.

ARTICLE XXIX
PARTIES BOUND

29.01 This Agreement will be binding on and inure to the benefit of the Parties and their respective, administrators, legal representatives, successors and assigns, except as otherwise expressly provided.

ARTICLE XXX
GENDER

30.01 Words of gender used in this Agreement include the other gender, and words in the singular number include the plural, unless the context otherwise requires.

ARTICLE XXXI
CAPTIONS

31.01 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

ARTICLE XXXII
TEXAS LAW TO APPLY

32.01 This Agreement will be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the Parties are performable in Bexar County, Texas.

ARTICLE XXXIII
LEGAL CONSTRUCTION

33.01 If any one or more of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect

any other provision and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Agreement.

ARTICLE XXXIV
COUNTERPARTS

34.01 The Parties may execute this Agreement in separate counterparts hereto and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate counterparts will constitute but one and the same instrument.

ARTICLE XXXV
SIGNATORY AUTHORIZATION

35.01 Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

This Agreement is executed this _____ day of _____, 2023.

COUNTY OF BEXAR

CITY OF KIRBY

By: _____
Peter Sakai
Bexar County Judge

By: _____
Janeshia Grider
Mayor

APPROVED AS TO LEGAL FORM:

By: _____
Genevieve "Jean" Gill
Bexar County Assistant Criminal
District Attorney-Civil Division

APPROVED AS TO FINANCIAL CONTACT:

By: _____
Leo S. Caldera, CIA, CGAP
County Auditor

By: _____
David Smith
County Manager

APPROVED:

By: _____
Robert H. Reyna
Director
Community Development

EXHIBIT “A”

PROJECT DESCRIPTION

1. Work Statement
2. Project Schedule
3. Budget Summary

WORK STATEMENT

SUBRECIPIENT: City of Kirby

PROJECT NAME: Foxcross Drive Street Reconstruction

STATEMENT OF PROJECT RESPONSIBILITY:

- a. Administration: Kimberly Aldrich, Mayor
- b. Project Director/Coordinator: Frank Salazar, Public Works Director
- c. Budget & Fiscal Matters: Jocelyn Cochran, Finance/HR Director

Description of Work:

Reconstruction of approximately 1300 lineal feet of roadway that extends from Treadway Drive to Shamrock Drive and replacement and sanitary sewer replacement.

SERVICE AVAILABILITY: (Contact Information, i.e. location, phone and days/hours of operation)

Kirby City Hall
112 Bauman Street
Kirby, TX 78219
210-237-6322
Business Hours: 8:00am – 5:00pm

TARGET POPULATION:

8700 residents

ELIGIBILITY CRITERIA:

LMA Benefit
Block Group 3, Census Tract 1315.04
52.12%

PROJECT SCHEDULE

SUBRECIPIENT: City of Kirby

PROJECT START DATE: COUNTY Execution Date

<u>Foxcross Dr.</u>	<u>299 days</u>
Survey & Geotech	30 days
70% Design Phase	30 days
City of Kirby Review	7 days
100% Design Phase	30 days
City of Kirby Review	7 days
Bidding Assistance	45 days
Construction Administration	120 days
Project Closeout	30 days

BUDGET SUMMARY

Community Development Block Grant (CDBG) Program
County of Bexar
PY 2022

SUBRECIPIENT: CITY OF KIRBY

PROJECT NAME: Foxcross Drive Street Reconstruction

EFFECTIVE DATE OF AGREEMENT: "County Execution Date"

(Requires Prior County Approval)*

Budget Amount: \$258,031.26

Category	CDBG Funds	%	Other Funding Source	%	Total
Subtotal	152,681	100%	\$0	%	152,681
Contingency	45,804	100%	\$0	%	45,804.37
Engineering	59,546	100%	\$0	%	59,545.68
Sewer Replacement	\$0	0%	\$302,640	100%	302,640
TOTAL:	\$258,031				\$560,671

Exhibit “B”

Federal Compliance Manual

1. Bexar County Federal Compliance Manual

BEXAR COUNTY FEDERAL COMPLIANCE MANUAL

The most up to date version of the Bexar County Federal Compliance Manual can be found here: <https://www.bexar.org/DocumentCenter/View/32048/CDBG--HOME-Programs-Federal-Compliance-Manual-Dec-2021?bidId=>

The Federal Compliance Manual aids in the identification of Federal regulations applicable to the administration of the Community Development Block Grant (CDBG) Program. The Manual is assembled to provide project sponsor responsibilities under each applicable Federal regulation. Identification, description, and inclusion of defined contract stipulations or requirements are outlined for each regulation specifically referenced in Title I of the Housing and Community Development Act of 1974.

The manual also contains required documents to be filled out by the project's contractor(s).

EXHIBIT “C”

Policies and Procedures

1. Bexar County CDBG Policies and Procedures Manual

BEXAR COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT
POLICIES AND PROCEDURES MANUAL

This Manual is designed to help CDBG funded entities understand the requirements that apply to the use of federal funds for the delivery of the CDBG Program and its eligible activities.

A copy of the most up to date Manual can be found at: <https://www.bexar.org/2740/Community-Development-Block-Grant-CDBG>