



Janeshia A. Grider, Mayor

Joe Molina
Sylvia Apodaca
Susan Street

Maria Lozano
Dawn McCormick
Christopher Garza

**CITY COUNCIL AGENDA
REGULAR MEETING
THURSDAY, MAY 28, 2026 – 7:00 P.M.
CITY HALL
112 BAUMAN, KIRBY, TX 78219**

This notice is posted pursuant to the Texas Open Meetings Act. The location where a quorum of the governmental body will be physically present is Kirby City Hall at 112 Bauman, 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. If any members of the governmental body attend by videoconference, they will have two-way audio and video communication during the entire meeting and remain visible and audible. A member of the public who wishes to speak may do so by signing the participation sheet prior to the meeting being called to order. Attendance by Other Elected or Appointed Officials: It is anticipated that members of other City boards, commissions and/or committees may attend the open meeting in numbers that may constitute a quorum. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of any other boards, commissions and/or committees of the City, whose members may be in attendance in numbers constituting a quorum. These members of other City boards, commissions, and/or committees may not deliberate or act on items listed on the agenda. [Attorney General Opinion – No. GA-0957 (2012)].

Topic: Regular Meeting

Date and Time: Thursday, May 28, 2026, at 7:00 P.M. (Central Time)

1. Call Meeting to Order

2. Invocation and Pledge of Allegiance to the Flag

3. Mission Statement

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

4. Roll Call

5. Citizens Participation

Citizens Participation is for the City Council to receive information on issues that may be of concern to the public. Citizens should limit their comments to three (3) minutes. Should a member of the public bring an item to City Council for which the subject was not posted on the agenda of that meeting, the City Council may receive the information, but it cannot act upon it at that meeting.

6. Consideration and Action on Meeting Minutes

- a. Special Meeting Minutes May 7, 2026
- b. Special Meeting Minutes May 13, 2026
- c. Regular Meeting Minutes May 14, 2026

7. Updates

- a. Ackerman Rd. Project
- b. Kirby Mass Notification System

8. Presentation

- a. Proclamation Asian American and Pacific Island Heritage Month
- b. Pinning Ceremony for First Time Fire Fighters – Fire Captains
- c. Acknowledgment of National Police Week May 10 - May 16
- d. Acknowledgment of National EMS Week May 17 - May 23

9. Items for Individual Consideration

- a. Discussion and Possible Action to Approve Resolution 2026-5050 Authorizing the City Manager to execute all documents to obtain and enter into an agreement with _____ for a painting vendor for the CBDG Senior Center PY25 project.
- b. Discussion and Possible Action to Approve Resolution 2026-5252 Authorizing the City Manager to execute all documents to obtain and enter into an agreement with _____ for a foundation repair vendor for the CBDG Senior Center PY25 project.
- c. Discussion and Possible Action to appoint seven-members to Charter Review Commission pursuant to Section 12.11 of the City Charter.
- d. Discussion and Possible Action to adopt Ordinance No. 2026-2100 Executive Session Policy; wherein no electronic devices shall be admitted into executive session; providing for severability; and providing an effective date.
- e. Discussion and Possible Action removing regular member Shante Welsh from Economic Development Committee.
- f. Discussion and Possible Action appointing regular member to Beautification and Recycling Committee.
- g. Discussion and Possible Action on Appointing Council Liaisons to Committees and Commissions
 - a. Animal Advisory Committee
 - b. Beautification and Recycle Committee
 - c. Building and Standards Commission
 - d. Kirby Crime Control and Prevention District Board
 - e. Economic Development Committee

f. Planning and Zoning Commission

10. Closed Session: The City of Kirby City Council will convene an executive session on the following items pursuant to the Texas Government Code Section 551.071, Consultation with Attorney, a governmental body may not conduct a private consultation with its attorney except:

(1) when the governmental body seeks the advice of its attorney about:

(A) pending or contemplated litigation; or

(B) a settlement offer; or

(2) consultation with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter,

- Roger Romans Case Update.

11. Open Session: The City of Kirby City Council will reconvene in open session for possible action on the items discussed in executive session.

12. City Manager Update:

-2025 Annual Report

- Texas Municipal League Intergovernmental Risk Pool (TMLIRP)

Cybersecurity Workshop May 19, 2026

-Texas Municipal Human Resources Association (TMHRA) Conference May 6 – May 8, 2026

-City Manager Coffee – Wednesday, May 13, 2026

-Ride Against Bullying Bike Month Event May 30, 2026

-Juneteenth June 19, 2026, City Hall Closed

-Beautification and Recycling Committee Meeting Monday, June 8, 2026, 6:00pm

-Planning and Zoning Commission Meeting Tuesday, June 9, 2026, 6:30pm

-Regular City Council Meeting June 11, 2026, 7:00pm & June 25, 2026, 7:00pm

-Kirby Crime Control and Prevention District Board June 16, 2026, 5:30pm

13. 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.

14. Adjournment


Christine Wilson
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; Texas Government Code Section 551.076, Security Devices or Security Audits; and Section 551.087 of the Texas Government Code, Deliberation about Economic Development.

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).

*The notice for the upcoming City Council meeting was posted on the 21st day of May 2026, which is more than **three (3) business days** prior to the scheduled meeting on the 28th day of May 2026*

_____	DISCUSSION AND
_____	POSSIBLE ACTION ITEMS
_____	SPECIAL CONSIDERATION
<u> X </u>	CONSIDERATION OF MINUTES
_____	PUBLIC HEARING
_____	UPDATE
_____	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: MAY 28, 2026

AGENDA ITEM: 6. a.

6. Consideration and Action on Meeting Minutes

- a. Special Meeting Minutes May 7, 2026



Janeshia A. Grider, Mayor

Mike Grant
Sylvia Apodaca
Englan Sanchez

Maria Lozano
Joe Molina
Susan Street

**CITY COUNCIL AGENDA
SPECIAL MEETING MINUTES
THURSDAY, MAY 7, 2026 – 7:00 P.M.
112 BAUMAN, KIRBY, TX 78219**

This notice is posted pursuant to the Texas Open Meetings Act. The location where a quorum of the governmental body will be physically present is Kirby City Hall 112 Bauman, 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. If any members of the governmental body attend by videoconference, they will have two-way audio and video communication during the entire meeting and remain visible and audible. A member of the public who wishes to speak may do so by signing the participation sheet prior to the meeting being called to order. Attendance by Other Elected or Appointed Officials: It is anticipated that members of other City boards, commissions and/or committees may attend the open meeting in numbers that may constitute a quorum. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of any other boards, commissions and/or committees of the City, whose members may be in attendance in numbers constituting a quorum. These members of other City boards, commissions, and/or committees may not deliberate or act on items listed on the agenda. [Attorney General Opinion – No. GA-0957 (2012)].

Topic: Special Meeting
Date and Time: Thursday, May 7, 2026, at 7:00 P.M. (Central Time)

1. Call Meeting to Order 7:10pm

2. Invocation and Pledge of Allegiance to the Flag
Mayor Grider prayed and led pledge of allegiance.

3. Mission Statement

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

4. Roll Call

	<u>Here</u>	<u>Absent</u>
Council Member Mike Grant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Maria Lozano	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Englan Sanchez	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Susan Street	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Joe Molina	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Mayor Pro-Tem Sylvia Apodaca
 Mayor Janeshia Grider

You have a quorum.

5. Citizens Participation

Citizens Participation is for the City Council to receive information on issues that may be of concern to the public. Citizens should limit their comments to three (3) minutes. Should a member of the public bring an item to City Council for which the subject was not posted on the agenda of that meeting, the City Council may receive the information, but it cannot act upon it at that meeting.

Mann Patricia
 Gomez Kathy
 David Barboza
 Mike Martin

Staff

Senior Center Kathy Gomez
 Public Works Armando Marquez
 Fire Captain Blake Ferrell
 Police Chief Roxanne Cardona
 Senior Attorney Daniel Jones
 City Secretary Christine Wilson
 City Manager Dr. Brian Rowland

6. Consideration and Action on Meeting Minutes

Council Member Street made a motion to postpone item 6a and 6b, 7a -7h, and item 8 and 9 to the next meeting, motion seconded by Council Member Lozano.

	1 st /2 nd	Ave	Nav
Council Member Grant	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Lozano	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Sanchez	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Street	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mayor Pro-Tem Apodaca	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Motion Does Not Pass (2/5)

a. Regular Meeting Minutes April 9, 2026

Motion made by Mayor Pro-Tem Apodaca and Seconded by Council Member Grant.

	1 st /2 nd	Ave	Nav
Council Member Grant	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Sanchez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (6/1)

b. Regular Meeting Minutes April 16, 2026

Motion made by Mayor Pro-Tem Apodaca and Seconded by Council Member Grant.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nay</u>
Council Member Grant	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Sanchez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Motion Passes (6/1)

7. Items for Individual Consideration

- a. Discussion and Possible Action on Approving Ordinance 2026-4900 adopting a policy and establishing procedures for the identification and management of vexatious or abusive requestors under the Texas Public Information Act; providing for a reasonable amount of time to be spent without charge for repeat public information requestors; providing for definitions; authorizing reasonable limitations on requests; providing for notice and opportunity to respond; providing for appeal; providing for severability; and providing an effective date.

Motion made by Mayor Pro-Tem Apodaca and Seconded by Council Member Grant.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nay</u>
Council Member Grant	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Sanchez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (5/2)

- b. Discussion on the structural condition of City Hall.
- c. Discuss and take action on a Resolution 2026-23435 directing publication of notice of intention to issue combination tax and revenue certificates of obligation, in one or more series, in the maximum principal amount of \$15,000,000.00, for the purpose of paying, in whole or in part, contractual obligations incurred to: (i) renovate, improve, and equip existing municipal buildings and facilities housing the governmental functions of the city, including the City Hall, municipal court, and utilities administrative facilities; (ii) acquire, construct, improve, repair, and equip municipal court facilities and facilities physically attached thereto, including administrative facilities and an emergency command center (iii) acquire, construct, improve, repair, and equip,

streets, sidewalks, trails, bridges, parking structures, and drainage improvements, together with rights-of-way acquisition, traffic and street signalization, landscaping, and lighting improvements; (iv) acquire, construct, improve, repair, expand, and equip municipal parks and recreational facilities generally accessible to the public; (v) acquire, construct, improve, repair, expand, and equip improvements to the city's waterworks and sewer system, (vi) acquire vehicles and equipment for various city departments, including the police department, the fire department, and public works, (vii) purchase of materials, supplies, equipment, machinery, buildings, land, and rights-of-way for authorized needs and purposes, including in relation to the aforementioned capital improvements; and (viii) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuance.

Motion made by Mayor Pro-Tem Apodaca and Seconded by Council Member Grant.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nav</u>
Council Member Grant	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Sanchez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (5/2)

- d. Discussion and Possible Action to remove a detective position at \$68,293.00 to increase the pay of thirteen (13) other positions by \$2.05 – Chief Cardona

Motion made by Mayor Pro-Tem Apodaca and Seconded by Council Member Grant.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nav</u>
Council Member Grant	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Sanchez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (6/0) Council Member Street out of room during the vote.

- e. Discussion and Possible Action increasing Police Chief salary by \$10K.

Motion made by Mayor Pro-Tem Apodaca and Seconded by Council Member Grant.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nav</u>
Council Member Grant	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Sanchez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Mayor Grider

Motion Passes (5/0) Council Member Street and Council Member Lozano out of room during the vote.

Recess 10:43pm

Regular Session Open 10:53pm

f. Discussion and Possible Action increasing City Secretary salary by \$10K.

Motion made by Mayor Pro-Tem Apodaca and Seconded by Council Member Grant.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nav</u>
Council Member Grant	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Sanchez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (5/2)

g. Discussion and Possible Action increasing Senior Center Director salary by \$5K.

Motion made by Mayor Pro-Tem Apodaca and Seconded by Council Member Grant.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nav</u>
Council Member Grant	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Sanchez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (4/2) Council Member Sanchez abstained from vote.

h. Discussion and Possible Action increasing Programs Supervisor salary by \$5K.

Motion made by Mayor Pro-Tem Apodaca and Seconded by Council Member Molina.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nav</u>
Council Member Grant	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Sanchez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Molina	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (5/2)

- i. Discussion and Possible Action to approve the designation of City Hall as an official Early Voting and Election Day polling location for the Bexar County Runoff Election May 18, 2026 – May 22, 2026, and May 26, 2026.

Motion made by Mayor Pro-Tem Apodaca and Seconded by Council Member Grant.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nay</u>
Council Member Grant	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Sanchez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (7/0)

- j. Discussion and Possible Action to authorize the City Manager to enter into an agreement with an outside Public Works Agency capable of providing assistance to the City of Kirby for a period of 90 days.

Motion made by Mayor Pro-Tem Apodaca and Seconded by Council Member Molina.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nay</u>
Council Member Grant	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Sanchez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Molina	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (7/0)

Mayor Pro-Tem Apodaca made a motion to enter into executive session, seconded by Council Member Molina

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nay</u>
Council Member Grant	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Sanchez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Molina	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (6/1)

8. Closed Session 11:48pm Closed

Texas Government Code Section 551, Section 551.074 Personnel Matters: Regarding Annual Review of the City Manager as outlined in the Employment Agreement.

Council Member Grant made a motion to enter into open session, seconded by Council Member Molina

	<u>1st/2nd</u>	<u>Ave</u>	<u>Nav</u>
Council Member Grant	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Sanchez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Molina	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (7/0)

9. Open Session May 8, 2026, 2:00am

Texas Government Code Section 551, Section 551.074 Personnel Matters: Regarding Annual Review of the City Manager as outlined in the Employment Agreement.

Mayor Pro-Tem Apodaca made a motion to increase the City Manager salary \$10K to \$140K and increase the car allowance \$1,000.00 to \$5,200.00 and extend the contract to July 16, 2028. Motion Seconded by Council Member Grant.

	<u>1st/2nd</u>	<u>Ave</u>	<u>Nav</u>
Council Member Grant	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Sanchez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Molina	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (5/2)

10. Adjournment May 8, 2026, 2:05am

Janeshia Grider
 Mayor

Christine Wilson
 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; Texas Government Code Section 551.076, Security Devices or Security Audits; and Section 551.087 of the Texas Government Code, Deliberation about Economic Development.

This meeting is wheelchair parking accessible at the main entrance located at Kirby City Hall 112 Bauman, Kirby, Texas 78219 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).

*The notice for the upcoming City Council meeting was posted on the 1st day of May 2026, which is more than **three (3) business days** prior to the scheduled meeting on the 7th day of May 2026.*

DRAFT

<input type="checkbox"/>	DISCUSSION AND
<input type="checkbox"/>	POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input checked="" type="checkbox"/>	CONSIDERATION OF MINUTES
<input type="checkbox"/>	PUBLIC HEARING
<input type="checkbox"/>	UPDATE
<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: MAY 28, 2026

AGENDA ITEM: 6. b.

6. Consideration and Action on Meeting Minutes

b. Special Meeting Minutes May 13, 2026



Janeshia A. Grider, Mayor

Mike Grant
Sylvia Apodaca
Joe Molina

Maria Lozano
Englan Sanchez
Susan Street

**CITY COUNCIL AGENDA
SPECIAL MEETING MINUTES
WEDNESDAY, MAY 13, 2026 – 7:00 P.M.
CITY HALL COUNCIL CHAMBER
112 BAUMAN, KIRBY, TX 78219**

This notice is posted pursuant to the Texas Open Meetings Act. The location where a quorum of the governmental body will be physically present is Kirby City Hall 112 Bauman, 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. If any members of the governmental body attend by videoconference, they will have two-way audio and video communication during the entire meeting and remain visible and audible. A member of the public who wishes to speak may do so by signing the participation sheet prior to the meeting being called to order. Attendance by Other Elected or Appointed Officials: It is anticipated that members of other City boards, commissions and/or committees may attend the open meeting in numbers that may constitute a quorum. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of any other boards, commissions and/or committees of the City, whose members may be in attendance in numbers constituting a quorum. These members of other City boards, commissions, and/or committees may not deliberate or act on items listed on the agenda. [Attorney General Opinion – No. GA-0957 (2012)].

Topic: Special City Council Meeting
Date and Time: Wednesday, May 13, 2026, at 7:00 P.M. (Central Time)

1. Call Meeting to Order 7:02pm

2. Invocation and Pledge of Allegiance to the Flag
Mayor Grider Prayed and led pledge of allegiance.

3. Mission Statement

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

4. Roll Call

	<u>Here</u>	<u>Absent</u>
Council Member Mike Grant	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Maria Lozano	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Englan Sanchez	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Council Member Susan Street	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Joe Molina	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Sylvia Apodaca	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Janeshia Grider	<input checked="" type="checkbox"/>	<input type="checkbox"/>

You have a quorum. Council Member Grant is absent.

5. Citizens Participation

Citizens Participation is for the City Council to receive information on issues that may be of concern to the public. Citizens should limit their comments to three (3) minutes. Should a member of the public bring an item, to City Council for which the subject was not posted on the agenda of that meeting, the City Council may receive the information, but it cannot act upon it at that meeting.

Wayne Dolcefino
 Christopher Garza
 David Barboza

Staff

Senior Center Director Kathy Gomez
 Public Works Erasmo Hernandez
 Fire Captain Moxygamba
 Police Sgt. Rendon
 City Attorney Daniel Jones
 City Secretary Christine Wilson
 City Manager Dr. Brian Rowland

6. Items for Individual Consideration

- a. Receipt of Canvass of the General Election returns and declaring the results of The General Election on May 2, 2026; for the purpose of electing three Council Members for two-year terms on the City Council.

COUNCIL MEMBER

CHRISTOPHER "CHRIS" GARZA	188
DAWN MCCORMICK	164
SYLVIA LEOS APODACA	157
NATHAN FOX	155
DAVID BARBOZA	142
JEFF EKLUND	131
MIKE GRANT	105

- b. Discussion And Possible Action on Resolution No. R-2026-9000 Canvassing the General Election returns and declaring the results of The General Election held May 2, 2026, for the purpose of electing three Council Members.

Motion made by Mayor Pro-Tem Apodaca and Seconded by Council Member Sanchez.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nay</u>
Council Member Grant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Sanchez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (6/0)

7. Adjournment 7:19pm

Janeshia Grider
Mayor

Christine Wilson
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; Texas Government Code Section 551.076, Security Devices or Security Audits; and Section 551.087 of the Texas Government Code, Deliberation about Economic Development.

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).

*The notice for the upcoming City Council meeting was posted on the 7th day of May 2026, which is more than **three (3) business days** prior to the scheduled meeting on the 13th day of May 2026*

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

**CITY OF KIRBY
CITY COUNCIL MEETING
AGENDA ITEM SUMMARY**

DATE: MAY 28, 2026

AGENDA ITEM: 6. c.

6. Consideration and Action on Meeting Minutes

c. Regular Meeting Minutes May 14, 2026



Janeshia A. Grider, Mayor

Joe Molina
Sylvia Apodaca
Susan Street

Maria Lozano
Dawn McCormick
Christopher Garza

**CITY COUNCIL AGENDA
REGULAR MEETING MINUTES
THURSDAY, MAY 14, 2026 – 7:00 P.M.
CITY HALL
112 BAUMAN, KIRBY, TX 78219**

This notice is posted pursuant to the Texas Open Meetings Act. The location where a quorum of the governmental body will be physically present is Kirby City Hall at 112 Bauman, 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. If any members of the governmental body attend by videoconference, they will have two-way audio and video communication during the entire meeting and remain visible and audible. A member of the public who wishes to speak may do so by signing the participation sheet prior to the meeting being called to order. Attendance by Other Elected or Appointed Officials: It is anticipated that members of other City boards, commissions and/or committees may attend the open meeting in numbers that may constitute a quorum. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of any other boards, commissions and/or committees of the City, whose members may be in attendance in numbers constituting a quorum. These members of other City boards, commissions, and/or committees may not deliberate or act on items listed on the agenda. [Attorney General Opinion – No. GA-0957 (2012)].

Topic: Regular Meeting
Date and Time: Thursday, May 14, 2026, at 7:00 P.M. (Central Time)

1. Call Meeting to Order 7:08pm

**2. Invocation and Pledge of Allegiance to the Flag
Pastor Brown Prayed. Mayor Grider led pledge of allegiance.**

3. Mission Statement

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

4. Roll Call

	<u>Here</u>	<u>Absent</u>
Council Member Mike Grant	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Maria Lozano	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Englan Sanchez	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Susan Street	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Council Member Joe Molina	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Sylvia Apodaca	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Janeshia Grider	<input checked="" type="checkbox"/>	<input type="checkbox"/>

You have a quorum. Council Member Grant absent.

5. Oath of Office

- a. Issue Certificates of Election and administer Oathes of Office to incoming Council Members.

6. Roll Call

	<u>Here</u>	<u>Absent</u>
Council Member Dawn McCormick	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Maria Lozano	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Christopher Garza	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Joe Molina	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Susan Street	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Sylvia Apodaca	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Janeshia Grider	<input checked="" type="checkbox"/>	<input type="checkbox"/>

You have a quorum.

7. Citizens Participation

Citizens Participation is for the City Council to receive information on issues that may be of concern to the public. Citizens should limit their comments to three (3) minutes. Should a member of the public bring an item to City Council for which the subject was not posted on the agenda of that meeting, the City Council may receive the information, but it cannot act upon it at that meeting.

Patricia Mann
Roger Romans

Staff

Fire Captain Speed
Senior Director Kathy Gomez
Public Works Erasmo Hernandez
Police Sgt. Jason Rendon
Senior Attorney Daniel Jones
City Secretary Christine Wilson
City Manager Dr. Brian Rowland

8. Updates

- a. Ackerman Rd. Project – Three outstanding items that are being addressed.
- b. Open Record Requests Report January – April 2026

9. Presentation

- a. Proclamation for Economic Development Week May 4- May 8, 2026
- b. Proclamation for Municipal Clerks Week May 3 - May 9, 2026
- c. Proclamation for Public Service Recognition Week May 3 - May 9, 2026
- d. Proclamation for Bike Month
- e. Proclamation Mental Health Awareness Month
- f. Proclamation Asian American and Pacific Island Heritage Month
- g. Opening Day Pool Party May 23, 2026
- h. TML Region 7 President Acknowledgement

10. Items for Individual Consideration

- a. Discussion and Possible Action to Elect a Mayor Pro-Tem for the Term May 2026 – May 2027.

Motion to elect Council Member Apodaca as Mayor Pro-Tem made by Council Member Molina and Seconded by Council Member McCormick.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nav</u>
Council Member McCormick	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Garza	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Molina	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Apodaca	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Motion Passes (7/0)

- b. Discussion and Possible Action to appoint seven-members to Charter Review Commission pursuant to Section 12.11 of the City Charter.

Tabled for Next Meeting

- c. Second Reading Discussion and Possible Action on Approving Ordinance 2026-4900 adopting a policy and establishing procedures for the identification and management of vexatious or abusive requestors under the Texas Public Information Act; providing for a reasonable amount of time to be spent without charge for repeat public information requestors; providing for definitions; authorizing reasonable limitations on requests; providing for notice and opportunity to respond; providing for appeal; providing for severability; and providing an effective date. First Reading Thursday, May 7, 2026

Motion to postpone this item for the Thursday, May 28, 2026 meeting made by Council Member Lozano and Seconded by Council Member Garza.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nav</u>
Council Member McCormick	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Lozano	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Garza	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Mayor Pro-Tem Apodaca	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Motion Does Not Passes (3/4)

Motion to Approve Ordinance 2026-4900 made by Mayor Pro-Tem Apodaca and Seconded by Council Member Molina.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nay</u>
Council Member McCormick	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Garza	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Molina	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Motion Passes (4/3)

- d. Discussion and Possible Action Accepting the Quarterly Financial Report for period ending March 31, 2026.

Motion made by Mayor Pro-Tem Apodaca and Seconded by Council Member McCormick.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nay</u>
Council Member McCormick	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Garza	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Molina	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (4/3)

- e. Discussion and Possible Action Accepting the Quarterly Investment Report for period ending March 31, 2026.

Motion made by Mayor Pro-Tem Apodaca and Seconded by Council Member Molina.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nay</u>
Council Member McCormick	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Garza	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Molina	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (5/2)

- f. Discussion and Possible Action accepting resignation of Planning and Zoning Commission Member Dawn McCormick.

Motion made by Council Member Lozano and Seconded by Mayor Pro-Tem Apodaca.

	<u>1st/2nd</u>	<u>Ave</u>	<u>Nay</u>
Council Member McCormick	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Garza	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (7/0)

- g. Discussion and Possible Action appointing alternate member Lisa Pierce to regular member of Planning and Zoning Commission.

Motion made by Mayor Pro-Tem Apodaca and Seconded by Council Member Lozano.

	<u>1st/2nd</u>	<u>Ave</u>	<u>Nay</u>
Council Member McCormick	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Garza	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Street	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (7/0)

- h. Discussion and Possible Action accepting resignation of Beautification and Recycling Committee Member Judy Hedrick.

Motion made by Council Member Garza and Seconded by Council Member McCormick.

	<u>1st/2nd</u>	<u>Ave</u>	<u>Nay</u>
Council Member McCormick	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Garza	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (7/0)

- i. Discussion and Possible Action accepting resignation of Kirby Crime Control and Prevention District Board Member Jeff Eklund.

Motion made by Council Member Lozano and Seconded by Council Member Street.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nay</u>
Council Member McCormick	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Garza	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (6/1)

Executive Session

Motion made by Mayor Pro-Tem Apodaca and Seconded by Council Member Lozano.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nay</u>
Council Member McCormick	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Garza	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Street	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (7/0)

11. Closed Session 9:34pm: The City of Kirby City Council will convene an executive session on the following items pursuant to the Texas Government Code Section 551.071, Consultation with Attorney, a governmental body may not conduct a private consultation with its attorney except:

(1) when the governmental body seeks the advice of its attorney about:

- (A) pending or contemplated litigation; or
- (B) a settlement offer.

The City Council will discuss the following matters in executive session:

Mayle v. City of Kirby

Austin Bridge and Road

Jack Miller v. Chief Cardona and Officer Rendon

Open Session

Motion made by Mayor Pro-Tem Apodaca and Seconded by Council Member McCormick.

	<u>1st/2nd</u>	<u>Aye</u>	<u>Nay</u>
Council Member McCormick	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Lozano	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Garza	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Molina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Street	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Pro-Tem Apodaca	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mayor Grider	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Motion Passes (7/0)

12. Open Session 9:54pm: The City of Kirby City Council will reconvene in open session for possible action on the items discussed in executive session.

NO ACTION TAKEN

13. City Manager Update:

- Community Townhall Wednesday, April 15, 2026, 6:00pm
- Denim Day April 29, 2026
- Records on the Run May 5, 2026
- Bexar Co. Utilities Assistance May 5, 2026
- Townhall Monday, May 4, 2026, at 6:00pm
- Animal Advisory Board Meeting May 6, 2026, 2:00pm
- City Manager Coffee – Wednesday, May 13, 2026
- Economic Development Committee May 26, 2026, 6:30pm.
- Ride Against Bullying Bike Month Event May 30, 2026
- Memorial Day May 25, 2026, City Hall Closed
- Juneteenth June 19, 2026, City Hall Closed
- Beautification and Recycling Committee Meeting Monday, June 8, 2026, 6:00pm
- Planning and Zoning Commission Meeting Tuesday, June 9, 2026, 6:30pm
- Regular City Council Meeting June 11, 2026, 7:00pm & June 25, 2026, 7:00pm
- Kirby Crime Control and Prevention District Board June 16, 2026, 5:30pm
- Bexar County Runoff Election May 18, 2026 – May 22, 2026, and May 26, 2026

14. 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.

- List of projects for the 15 million including estimates.
- Explanation of where 15 million will come from and how the city will pay back.
- List of dates for budget workshop.
- Updated salary list; all council and personnel 25/26
- HR Contractor contract services.
- Update on Fire Chief, Public Works, and Finance Director positions.
- Update on Anger Management Sessions for Council Member Street.

15. Adjournment 10:31pm

**Janeshia Grider
Mayor**

**Christine Wilson
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; Texas Government Code Section 551.076, Security Devices or Security Audits; and Section 551.087 of the Texas Government Code, Deliberation about Economic Development.

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).

*The notice for the upcoming City Council meeting was posted on the 8th day of May 2026, which is more than **three (3) business days** prior to the scheduled meeting on the 14th day of May 2026.*

	DISCUSSION AND
<input type="checkbox"/>	POSSIBLE ACTION ITEMS
<input type="checkbox"/>	SPECIAL CONSIDERATION
<input type="checkbox"/>	CONSIDERATION OF MINUTES
<input type="checkbox"/>	PUBLIC HEARING
<input checked="" type="checkbox"/>	UPDATE
<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: MAY 28, 2026

AGENDA ITEM: 7.

7. Updates

- a. Ackerman Rd. Project
- b. Kirby Mass Notification System

	DISCUSSION AND
—	POSSIBLE ACTION ITEMS
—	SPECIAL CONSIDERATION
—	CONSIDERATION OF MINUTES
—	PUBLIC HEARING
<u>X</u>	PRESENTATION
—	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: MAY 28, 2026

AGENDA ITEM: 9.

9. Presentation

- a. Proclamation Asian American and Pacific Island Heritage Month
- b. Pinning Ceremony for First Time Fire Fighters – Fire Captains
- c. Acknowledgment of National Police Week May 10 - May 16
- d. Acknowledgement of National EMS Week May 17 - May 23

<input type="checkbox"/>	DISCUSSION AND
<input checked="" type="checkbox"/>	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
AGENDA ITEM SUMMARY**

DATE: MAY 28, 2026

AGENDA ITEM: 9.

Items for Individual Consideration

Discussion and Possible Action to Approve Resolution 2026-5050 Authorizing the City Manager to execute all documents to obtain and enter into an agreement with _____ for a painting vendor for the CBDG Senior Center PY25 project.

RESOLUTION NO. 2026-5050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF Kirby APPROVING A CONTRACT WITH _____ FOR PAINTING SERVICES AT THE KIRBY SENIOR CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR FUNDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Kirby recognizes the importance of maintaining safe, clean, and aesthetically pleasing public facilities for residents and visitors; and

WHEREAS, the Kirby Senior Center is in need of interior and/or exterior painting services to improve and maintain the facility; and

WHEREAS, _____ submitted a proposal to provide painting services for the Kirby Senior Center in the amount of \$ _____; and

WHEREAS, the City Council finds that approving the contract for painting services is in the best interest of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KIRBY, TEXAS THAT:

SECTION 1. The City Council hereby approves the contract with _____ for painting services at the Kirby Senior Center in an amount not to exceed \$ _____.

SECTION 2. The City Manager is hereby authorized to execute all necessary documents related to the contract and to take all actions necessary to carry out the intent of this Resolution.

SECTION 3. Funding for this project shall be provided through _____.

SECTION 4. This Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2026.

Mayor

ATTEST:

City Secretary

CertaPro Painters®



RESIDENTIAL COMMERCIAL INTERIOR EXTERIOR

VETERAN & FAMILY OWNED AND OPERATED FRANCHISE

Why Clients Trust CertaPro Painters of NE & NW San Antonio

Locally owned and proudly based in San Antonio, we serve businesses across NE & NW San Antonio and surrounding suburbs and towns—bringing national standards with a local, relationship-first approach.

- ✓ Accurate project estimating and strategic planning
 - ✓ OSHA-trained production leadership
 - ✓ Certified lift operation for high-access work
- ✓ Clear, professional communication from proposal through completion
 - ✓ Organized invoicing, insurance, and documentation
 - ✓ Active leadership involvement on every project
- ✓ Professional color renderings available upon request



Bert focuses on building strong partnerships with property managers and ownership groups, ensuring clear communication throughout every project. **Angelo** oversees estimating to ensure proposals are accurate and well planned from the start. **Spencer**, our OSHA-30 and boom lift certified Production Manager, develops project plans and oversees field operations to ensure work is completed safely and efficiently. **Anthony** manages invoicing, insurance, and project documentation to keep every project organized and compliant from start to finish. **Stephanie** leads our community engagement efforts to help support the communities we work in.

Our Commitment

We believe great painting projects come from preparation, communication, and accountability. Our team is committed to delivering professional results and a smooth experience from the first conversation through final completion.



JOB SITE

Kirby Senior Center - Comm-Int - JOB-1452-2883

3211 Alan Shepard Dr
 Kirby, TX 78219
 (210) 666-5124
 kgomez@cityofkirby.org

PREPARED BY

Angelo Nicola
 Partner & Director of Sales
 (210) 906-3948
 angelonicola@certapro.com



CLIENT

Kirby Senior Center

3211 Alan Shepard Dr
 Kirby, TX 78219
 (210) 666-5124
 kgomez@cityofkirby.org

CLIENT CONTACTS

Kathy Gomez
 M: (210) 666-5124
 E: kgomez@cityofkirby.org
 3211 Alan Shepard Dr
 Kirby, TX 78219

THE CERTAINTY PLEDGE®

Schedule & Routine

- Kathy Gomez will be our main point of contact for this project.
- This project is priced to be completed after normal business hours (5p) or over the weekends.

Site

- We can park in the parking lot.
- There are restrooms on site.
- There is access to electricity on site.
- There is access to water on site.

PRICING:

Kirby Senior Center - Bob Taylors Game Room	\$1,055.77
Kirby Senior Center - Front Office	\$1,023.78
Kirby Senior Center - Kathy's Office	\$534.71
Kirby Senior Center - Kitchen	\$1,410.19
Kirby Senior Center - Main Room	\$3,833.65
Kirby Senior Center - Men's Restroom	\$799.17
Kirby Senior Center - Women's Restroom	\$882.96
Bathroom Stall Dividers	\$1,450.00
Main Room Painted Cabinets	\$535.00
Subtotal:	\$11,525.22
Total:	\$11,525.22

GENERAL SCOPE OF WORK

Scope of Work

- Paint walls in all specified rooms
- Paint the two small closets in the Main Room (located to the right and left of the entry door)
- Paint the closet with double doors near the kitchen entry

Surface Preparation

- Repair all cracks and wall damage prior to painting
- Prime all repaired areas
- Scuff sand and prime all previously painted doors, door frames, and window trim

Doors, Frames, & Trim

- Paint all doors, door frames, and window trim in Sherwin Williams Pure White
- Paint both sides of all interior doors and frames

Cabinetry

- Repaint painted cabinets along the Main Room wall
- Includes cabinet frames and both sides of doors
- Unpainted cabinets are excluded

Bathroom Stall Dividers

- Prime using Sherwin Williams Extreme Bond Primer
- Apply topcoat in a new coordinating color

Color Recommendation

- Wall color: Sherwin Williams Alabaster (SW 7008)

INCLUDES AND EXCLUDES

EXCLUDES:

- Any surface not expressly noted in this proposal

Closets not specified in General Scope of Work.

SURFACE PREPARATION

- Caulk hairline drywall cracks
- Fill nail holes left by customer
- Prime repair areas

SET-UP

CERTAPRO WILL

Cover and protect furniture, floors, and fixtures , Maintain a Clean Work Site ,
Remove Switch Plates and Outlet Covers

CUSTOMER TO HAVE THE FOLLOWING ITEMS READY PRIOR TO OUR ARRIVAL:

- * Remove pictures, paintings, posters, and manageable mirrors from the walls. If going back up in the same spot, leave the hardware as we will paint around it. If not, please inform the JSS.
- * Remove blinds and window coverings
- * Consolidate fragile items
- * Disconnect electronics
- * If painting the closets, please have them emptied prior to them being painted

CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference.

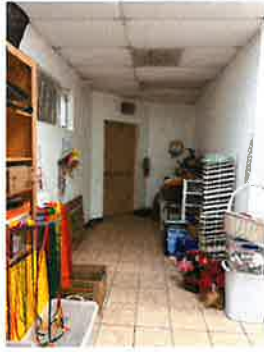
Upon Completion: All tools, supplies & equipment will be removed from the property. If there is leftover paint, we will leave leftover paint for your future use

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Kirby Senior Center - Bob Taylors Game Room			
Walls	Duration Home-Acrylic Latex-Satin	2 / 0	See Project Summary
Window Frame(s)	Emerald Trim Enamel-Urethane-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	2 / 1	See Project Summary
Door(s)	Emerald Trim Enamel-Urethane-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	2 / 1	See Project Summary
Door Frame(s)	Emerald Trim Enamel-Urethane-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	2 / 1	See Project Summary
Kirby Senior Center - Front Office			
Walls	Duration Home-Acrylic Latex-Satin	2 / 0	See Project Summary

Door(s)	Emerald Trim Enamel-Urethane-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	2 / 1	See Project Summary
Door Frame(s)	Emerald Trim Enamel-Urethane-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	2 / 1	See Project Summary
Drywall Repair	Services-Other-Not Applicable	GC / 0	
Window Frame(s)	Emerald Trim Enamel-Urethane-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	2 / 1	See Project Summary
Kirby Senior Center - Kathy's Office			
Walls	Duration Home-Acrylic Latex-Satin	2 / 0	See Project Summary
Door(s)	Emerald Trim Enamel-Urethane-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	2 / 1	See Project Summary
Door Frame(s)	Emerald Trim Enamel-Urethane-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	2 / 1	See Project Summary
Kirby Senior Center - Kitchen			
Walls	Duration Home-Acrylic Latex-Satin	2 / 0	See Project Summary
Door(s)	Emerald Trim Enamel-Urethane-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	2 / 1	See Project Summary
Door Frame(s)	Emerald Trim Enamel-Urethane-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	2 / 1	See Project Summary
Kirby Senior Center - Main Room			
Walls	Duration Home-Acrylic Latex-Satin	2 / 0	See Project Summary
Door(s)	Emerald Trim Enamel-Urethane-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	2 / 1	See Project Summary
Door Frame(s)	Emerald Trim Enamel-Urethane-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	2 / 1	See Project Summary
Drywall Repair	Services-Other-Not Applicable	GC / 0	
Closet(s)	Duration Home-Acrylic Latex-Satin	2 / 0	See Project Summary
Kirby Senior Center - Men's Restroom			
Walls	Duration Home-Acrylic Latex-Satin	2 / 0	See Project Summary
Door(s)	Emerald Trim Enamel-Urethane-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	2 / 1	See Project Summary
Door Frame(s)	Emerald Trim Enamel-Urethane-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	2 / 1	See Project Summary
Drywall Repair	Services-Other-Not Applicable	GC / 0	
Kirby Senior Center - Women's Restroom			
Walls	Duration Home-Acrylic Latex-Satin	2 / 0	See Project Summary
Door(s)	Emerald Trim Enamel-Urethane-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	2 / 1	See Project Summary
Door Frame(s)	Emerald Trim Enamel-Urethane-Semi-Gloss Pro Industrial Pro-Cryl Universal Acrylic Primer	2 / 1	See Project Summary
Drywall Repair	Services-Other-Not Applicable	GC / 0	
Included Details			
Bathroom Stall Dividers			
Main Room Painted Cabinets			

ADDENDUM - ALL PICTURES





NOTES

CertaPro Painters will:

- Deliver the project on time and within budget
- Minimize disruption to your daily operations
- Maintain consistent, daily communication throughout the project
- Remain available to present and discuss the proposal with all key decision-makers

About us:

- We are a veteran- and family-owned business proudly serving our community with professional painting services since 2011.
- Our team collaborates closely with property managers, facility managers, and building owners to deliver tailored solutions that enhance and protect their assets.
- We are committed to setting the industry standard for customer service and craftsmanship in the commercial real estate sector.
- We welcome the opportunity to partner with you on this project and look forward to delivering exceptional results.

Standard Payment Terms. (open to discuss alternate terms based on your needs)

30% deposit due prior to commencement of the project (when applicable)

70% due net 30 upon receipt of final invoice

Please let us know if these payment terms work for you

PROPOSAL - This proposal is valid for 60 days after it was written. In addition, CertaPro Painters should be informed of your intention to have the work done and receive a signed copy of the proposal before work is to be started.

COLOR AND PAINT DETAILS

COLOR SELECTION: Please select a color from the paint manufacturer listed above. CertaPro is not responsible for variations in color when matching colors from another manufacturer.

This proposal is based on one wall color. After your color selection is provided, if more colors are requested, we will update the proposal to reflect the true paint and labor cost.

ADDITIONAL COATS OF PAINT: There are certain paint colors (especially white, bold, or deep colors) that may require more than 2 coats to achieve proper coverage and hide. Should a color be selected that requires a 3rd coat, CertaPro reserves the right to amend the proposal to reflect the additional cost of materials and labor.

Paint Product Data Sheets:

[Sherwin Williams Duration Matte](#)

[Sherwin Williams Duration Flat](#)

[Sherwin Williams Emerald Urethane Semi Gloss](#)

ADDITIONAL NOTES

The work to be completed in this contract is expressly noted above. Any additional work requested will require a change form and a new price provided by a CertaPro representative.

WORK SCHEDULE AGREEMENT

The customer must provide reasonable access to the project area to ensure completion of the project. Once the work commences on your property, all efforts will be made to complete the project in a timely manner. Delaying the completion of the project may result in additional charges. In the event another contractor is on site during the painting process, we are not responsible for any damages or delays by that contractor. If you choose to terminate this contract while we are on the jobsite, you may be responsible for any expenses CertaPro has incurred.

PHOTOGRAPHY RELEASE

By signing this proposal, you grant CertaPro the right to take and use photographs of the your property. CertaPro is authorized to copyright, use and publish the same in print and/or electronically in any medium. CertaPro may use such photographs to be used for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

THERE IS NO WARRANTY OFFERED FOR ANY DRYWALL REPAIRS. CertaPro Painters cannot be held liable for settling or structural issues, which are not resolved with drywall patching.

PROPOSAL - This proposal is valid for 30 days after it was written. If you wish to move forward, please let us know and we will send a contract for signatures.

SIGNATURES



04/15/2026

CertaPro Painters Authorized Signature

Date

Authorized Client Signature

Date

Authorized Client Representative Name & Title

Client

PROPERTY PHOTO AND VIDEO RELEASE

By checking this box, I consent to CertaPro and its agents taking photographs and videos of the property identified in the Proposal and using that content for marketing and advertising purposes. I represent that I have authority to grant this consent, either on my own behalf or on behalf of the property owner.

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE, IF YOU CANCEL ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO

Name of Seller **CertaPro of NE San Antonio**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

LIMITED TWO YEAR WARRANTY

Peace of Mind with our Two-Year Limited Warranty

At CertaPro Painters®, our promise has always been that of Certainty — reassuring our customers of a worry-free and easy property improvement. Our limited two-year warranty can help provide you with some peace of mind as CertaPro Painters refreshes your space.

Subject to the limitations set forth below, for a period of two years from the date of completion of the work described in your contract, the independently owned and operated CertaPro Painters franchised business identified on your contract ("CertaPro" or the "CertaPro Business") will repair any peeling, blistering, or chipping paint resulting from defective workmanship.

How to Make a Warranty Claim

In order to make a valid warranty claim, you must:

- Retain a copy of the original contract.
- Have proof that you made payment in full.
- Make the property accessible to CertaPro to inspect and perform any warranty work and/or repairs.
- Pay for the cost of all materials used to perform the repairs.

As soon as you become aware of a potential warranty issue, you should contact the CertaPro Business named in your contract to submit a claim and schedule an inspection of your property. You may also send an email to customersforlife@certapro.com or call (800) 462-3782.

Warranty Limitations

This two-year warranty does not cover or include:

- Any work where CertaPro Painters did not supply the paint or other materials.
- Any work which was not performed entirely by CertaPro Painters.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of materials required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design, permits moisture to collect. Such surfaces include, but are not limited to, decks, railings, stairs, porches, roofs, and gutters.
- Exact paint match, as environmental conditions will affect the color and finish of all paints over time.
- Any issues that are caused, in whole or in part, by manufacturing defects in the paint, stain, or other products and materials used, regardless of whether the products or materials were supplied by CertaPro Painters or the customer.
- Bleeding caused by knots, rust, or cedar.
- Cracks in drywall, plaster, or wood.
- Peeling, blistering, or chipping caused by:
 - mill-glazing from smooth cedar
 - ordinary wear and tear
 - abnormal use or misuse
 - peeling of layers of paint existing prior to the work performed by CertaPro Painters
 - design, structural, or other latent defects
 - settling or movement
 - moisture content of the substrate
 - nail pops or other imperfections in siding or trim
 - abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from the use of chemicals or cleaning agents or exposure to harmful solids, liquids, or gases
 - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alterations, abuse, vandalism, negligence, or any other similar causes beyond the control of CertaPro Painters

This Warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions may not apply to you.

This Warranty is the only express warranty made by the CertaPro Business and is in lieu of all other warranties, express or implied. This warranty covers only those services provided by the CertaPro Business to the original customer named on the front of the contract and is not transferable. In no event shall the CertaPro Business be liable for incidental or consequential damages or damages in excess of the original contract price. This warranty may not be altered or extended for any purpose unless done so in writing in a document executed by all parties to this contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/7/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 2670 Union Avenue Extended, Suite 100 Memphis TN 38112 License#: 2081754 REYNT-02	CONTACT NAME: Teresa Chao PHONE (A/C, No, Ext): 817-210-6769 FAX (A/C, No): 817-347-6981 E-MAIL ADDRESS: TChao@higginbotham.net
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Philadelphia Indemnity Insurance Company INSURER B: The Pie Insurance Company INSURER C: Kinsale Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 843016156 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2623942-002	11/26/2025	11/26/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PHPK2623942-002	11/26/2025	11/26/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	PHUB889260-002 0100363526-1	11/26/2025 11/26/2025	11/26/2026 11/26/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 3,000,000 \$ 3,000,000 Agg
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC PI 980577-001	4/10/2026	4/10/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile Liability and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision. The See Attached...

CERTIFICATE HOLDER CertaPro Painters, Ltd. c/o myCOI P.O. Box# 501970, 8710 Bash Street Indianapolis IN 46256 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Palatable Painting LLC
4039 FLOWING PATH
SAN ANTONIO, TX 78247
210.838.8836

Sonia Garcia
Owner
210.838.8836
sonia@palatablepainting.com

Estimate

Contact	Job Address	Estimate ID	Date
Kathy Gomez City of Kirby-Kirby Senior Center 3211 Alan Shepard Dr San Antonio, TX 78219 kgomez@cityofkirby.org 210.666.5124 210.984.1335	Kirby Senior Center Interior Painting 3211 Alan Shepard Dr San Antonio, TX 78219	26	Apr 20, 2026 Expires Jun 10, 2026

Item	
Main Office Walls, Door & Frame (1)	\$806.51
Office-Kathy Gomez Walls, Door & Frame (1)	\$666.40
Kitchen Walls, Door & Frame (5) 1 entry from main office, 1 main entry from main dining, 1 entry to other kitchen, 2 exit doors	\$1,470.74
Main Dining/Event Hall Walls, Door & Frame (3) 1 right side of entrance, 1 left side of entrance, 1 storage	\$3,939.37
Gameroom Walls, Door & Frame (2)	\$1,406.22
Men's Restroom Walls, Door & Frame (1) 1 entry door	\$779.82
Women's Restroom Walls, Door & Frame (1) 1 entry door	\$859.82
Women's Restroom Stalls Stalls, Door & Frame (3)	\$433.68

Men's Restroom Stalls Stalls, Door & Frame (2)	\$289.12
Maint Dining Cabinets-Serving Area	\$900.00
Cabinets to right of kitchen entry	\$350.00

Complimentary Color Consult

Choosing the right color can make all the difference in how your space feels. That's why we include a complimentary color consultation with your project. We'll take the time to understand your vision, evaluate your space, and guide you through selecting colors that complement your fixed elements, lighting, and overall style, creating a cohesive and elevated look.

To bring your vision to life, we also provide a custom digital mockup, allowing you to see your selected colors in your actual space before any painting begins. This added step helps remove uncertainty and ensures you feel confident and excited about your final choices.

Your consultation will be scheduled once your project is officially booked.

Total	\$11,901.68
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Media

Main Office



Main office



Main office

Office-Kathy Gomez

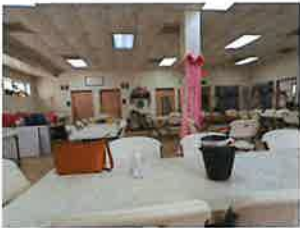


KG Office



KG Office

Kitchen



Main Dining



Main Dining



Main Dining



Main Dining



Kitchen



Kitchen



Kitchen



Kitchen



Kitchen

Gamerroom



Game Room

Men's Restroom



Men's Restroom



Men's Restroom

Women's Restroom



Women's Restroom
Drywall prep/repair



Women's restroom



Women's Restroom



Women's Restroom

Maint Dining Cabinets-Serving Area



Main Dining Serving
Cabinets



Main Dining Serving
Cabinets

Cabinets to right of kitchen entry



Cabinet to right of Main dining Room

Terms

We agree to furnish the labor, materials, and supplies necessary to perform the services per the terms and conditions in this Contract. Upon completion of the services, our team will remove all materials, supplies, and other debris.

1. Project Description/Scope of Work

Please take special note of the job description. We are not required to perform any tasks not specified in the estimate.

2. Preparation

Interior

- We will cover all floors and furniture before painting.
- Small holes will be patched before painting.
- Cracks in the trim will be filled before painting.
- Glossy surfaces will be cleaned and sanded before painting.

Exterior

- We will cover all necessary areas prior to painting.
- All surfaces will be scraped/sanded to remove peeling paint.
- Primer will be applied on bare wood.
- All cracks in wood will be filled with caulking.

When the project is complete, all job sites will be cleaned prior to leaving.

3. Paint/Materials

- The estimate includes the cost for paint and other materials.
- Customers must choose colors at least one week prior to the project start date. Additional charges may apply if the customer changes colors after work begins.
- All surfaces will receive two (2) coats of paint (unless stated otherwise on the estimate)
- ****Please Note: Some accent colors are inherently less opaque and may require more than two coats to achieve a satisfactory and uniform appearance. Therefore, using these colors may result in additional costs. If these colors are selected, customers will be notified before work begins in that area.****

4. Unforeseen Conditions

If any unforeseen repairs arise, the customer will be notified, and an additional work order will be written up for the customer to sign for.

5. Painting Schedule

Customers will be notified of the project start date at least two weeks in advance. If the customer needs to reschedule, additional charges may apply.

6. Customer Responsibility

- The job site must be clean prior to our painters arriving.
- Wall hangings must be removed prior to project start.
- The work area must be free of other trades.
- The customer must be available on the last day of the project for a thorough walk-through with the crew lead.

7. Work Standard

- Our company follows all proper work protocol and craftsmanship per industry standards.
- Painters will remain on site until the project is fully complete.

8. Insurance

Please see our insurance information attached to this web proposal.

9. Warranty

- We warranty labor and materials for three (3) years upon completion of the project
- This warranty excludes:
 - Incidental damage caused by accident or abuse, normal wear and tear, temperature changes (hail, wind, snow, moisture etc.), and cracks caused by expansion.
 - Painted or stained horizontal walking surfaces (deck surface, floors or steps)
- This warranty is transferable.

10. Cancellation

The customer has the right to cancel the project within three days of acceptance. Please email us to notify your cancellation.

11. Acceptance

- Please indicate your acceptance of this estimate by clicking the "Accept" button and virtually signing.
- By accepting this contract, I acknowledge that I have read and understood the terms of this proposal.

12. Payment

- Customer must pay 50% deposit of total estimate price upon acceptance of estimate. The project cannot begin until the deposit is paid.
- The remainder of the total will be paid upon completion of the project.



Estimator Signature

Date

Customer Signature

Date

Estimate #26 for Kathy Gomez
Total value: \$11,901.68

Kathy Gomez

kgomez@cityofkirby.org
(210) 666-5124
3211 Alan Shepard Dr
Kirby, TX 78219



Proposal # 2757469
Proposal Date 4/23/2026
Proposal Amount \$25,733.00
Job Address 3211 Alan Shepard Dr
Kirby, TX 78219

Revival Painting of Texas

No Billing Address Defined
Go to Management > Company Settings
Phone: (210) 908-0189

Line Items

Product / Service	Quantity	Price	Subtotal	Tax	Total
Full Interior Scope: Full interior walls in main area, 2 bathrooms, kitchen, cabinets, all doors and offices Exclude: Ceiling <ul style="list-style-type: none"> • Prep and masking: 1 day • Main areas walls (dining, halls, open spaces): 2 to 2.5 days • Additional rooms (offices): 1 to 1.5 days • Kitchen (degrease, prime, paint): 1.5 to 2 days • Doors and trim (full prep and enamel finish): 2 to 2.5 days • Restrooms and stall partitions: 2 to 3 days • Cabinets (prep, prime, enamel finish): 2 to 3 days 	14.00	\$1,400.00 / Ea	\$19,600.00	\$0.00	\$19,600.00

Estimated 11 to 14 working days depending on prep requirements and dry time.

Proposal is based on visual inspection only. Hidden or underlying conditions may require additional labor and materials.

An initial deposit will be needed to cover material costs prior to project commencement. A progress payment is anticipated at the halfway point, with final payment due upon completion. Exact amounts will be determined upon approval.

Revival painting of Texas will provide a high-quality luxury interior paint job, including painting, all trim and doors. The following process ensures, durable and fine finish.

Preparation

- Protect all flooring, furniture, and fixtures with drop cloths and plastic sheeting.
- Remove or cover out cover switch plates and hardware as needed.
- Sand walls, and patch, minor imperfections.
- Apply caulking to all trim baseboards in Crown molding to seal gaps for a seamless look.
- Spot frame patched areas in any stains, ensure even finish

Trim and doors

- Lightly sand and clean all trim and doors for proper adhesion.
- Apply a high-quality bonding primary to trim and doors.
- ensure smooth and even coverage with precise cut-ins along ceilings, baseboards, and corners.

Wall painting

- Apply high-quality primary if needed (Based on the current wall condition)
- Apply coat to cover of premium interior paint in selected color and finish.
- ensure smooth and even coverage with precise cut-ins along ceilings, baseboards, and corners.

Final touchups and cleanup

- Conduct a final walk-through to inspect all areas for consistency and quality.
- Touch up any necessary areas.
- Remove all protective coverings, and clean up the workspace.
- Dispose of all paint related materials responsibly.

Sherwin Williams ProMar200

58.00 \$42.00 / Ea \$2,436.00 \$0.00 \$2,436.00

Interior walls in main area, offices, kitchen, and bathrooms

Sherwin-Williams ProMar 200 Interior Paint

High-Quality, Professional-Grade Interior Paint

This estimate includes the application of Sherwin-Williams ProMar 200 Interior Latex Paint, a trusted product designed for commercial and residential interiors. Known for its excellent hide, smooth application, and uniform finish, ProMar 200 provides a durable, low-VOC solution ideal for occupied spaces.

- **Paint Type:** Latex, available in flat, eggshell, satin, and semi-gloss finishes
- **Application Areas:** Walls, ceilings, and trim (as specified in scope)
- **Coverage:** Approximately 350–400 sq. ft. per gallon (depending on surface porosity)
- **Surface Prep:** Includes patching, sanding, and priming where needed for optimal adhesion and finish
- **Color:** Client-selected from Sherwin-Williams' wide range of color options

This product is ideal for spaces that demand a professional look with lasting performance, and it's a favorite among contractors for its reliability and ease of use.

Sherwin Williams Emerald Urethane Trim Enamel

21.00 \$85.00 / Ea \$1,785.00 \$0.00 \$1,785.00

Doors, trim, stall partitions, and cabinets

Sherwin-Williams Emerald® Urethane Trim Enamel is a premium-quality, water-based enamel designed for superior durability and a smooth, factory-like finish on trim, doors, and cabinetry. This urethane-modified formula provides the look and performance of an oil-based enamel while offering easy water cleanup and low VOCs.

Key Features:

- **Hard, Durable Finish** – Ideal for high-touch surfaces like doors, trim, and cabinets.
- **Smooth, Factory-Like Appearance** – Self-leveling formula minimizes brush and roller marks.
- **Exceptional Adhesion & Block Resistance** – Prevents sticking on doors and windows.
- **Advanced Urethane Technology** – Provides oil-like hardness with the benefits of a water-based formula.
- **Superior Stain & Moisture Resistance** – Withstands daily wear and cleaning.
- **Low VOC & Easy Cleanup** – Water-based formula with reduced odor.
- **Sheen Options:** Satin, Semi-Gloss, Gloss

Best For:

- Interior and exterior trim, doors, and molding
- Cabinets and furniture
- High-traffic areas requiring durability and a refined finish

Emerald® Urethane Trim Enamel is a top-tier choice for painters and homeowners seeking a professional-grade, long-lasting finish with excellent durability and aesthetics

Benjamin Moore Aqua Lock Plus Primer/Sealer	16.00	\$52.75 / Ea	\$844.00	\$0.00	\$844.00
Kitchen walls, doors, trim, restroom and stalls, and cabinets					

Benjamin Moore Aqua Lock® Primer

For this project, we will be applying Benjamin Moore Aqua Lock®, a premium water-based acrylic primer designed for maximum adhesion and stain-blocking performance. Aqua Lock creates a strong, uniform base that improves paint coverage and ensures a long-lasting, professional finish.

Kitchen

This multi-surface primer seals and blocks stains from water, tannins, markers, grease, and other contaminants, helping to prevent bleed-through and surface discoloration. It is ideal for both interior and exterior surfaces, and promotes excellent bonding on wood, drywall, masonry, metal, and previously painted surfaces.

Aqua Lock® is low-odor, low-VOC, and fast-drying, allowing for efficient project timelines while providing a durable foundation for premium topcoats.

Sherwin Williams PVA Drywall & Primer	4.00	\$42.00 / Ea	\$168.00	\$0.00	\$168.00
Interior walls to spot prime					

Sherwin-Williams' PVA Drywall Primer & Sealer is specifically formulated for use on interior drywall and masonry surfaces, providing a consistent base for topcoats.

Key Features:

- **Ideal for New Drywall:** This primer is perfect for priming new residential bare drywall and wood trim, ensuring a uniform surface for painting.
- **Smooth Finish:** It sands easily to a smooth surface, saving time and yielding a professional finish.
- **Quick Drying:** The primer has a quick dry time, allowing for recoating in one hour, which ensures fast production and efficiency in completing projects.

Interior Prep Materials	1.00	\$900.00 / Ea	\$900.00	\$0.00	\$900.00
Interior surface preparation materials estimated at 900 including masking, patching, sanding, caulking, and degreasing as required.					

Subtotal \$25,733.00
Tax \$0.00

Total \$25,733.00

Proposal Summary

Line Item Total \$25,733.00

Proposal Total \$25,733.00

Terms and Conditions

We propose hereby to furnish material and labor - complete in accordance with above specifications.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction. Client has a (3) day right to cancel without loss of deposit.

At Revival Painting of Texas, we take pride in delivering finishes that reflect excellence, integrity, and craftsmanship. Every project we complete is backed by our 3-Year Workmanship Warranty, ensuring your home or business remains protected and beautifully finished long after the job is done.

This warranty covers any defects in workmanship, including peeling, chipping, blistering, or coating failure directly related to our application process. If an issue arises within three years of completion due to workmanship, we will repair the affected areas at no cost to you.

We stand behind our work and strive to ensure every client is fully satisfied and confident in the durability and beauty of their finish. With Revival Painting of Texas, you can expect Faith, Freedom, and Fine Finishes backed by honest craftsmanship and dependable service.

Sign And Date To Accept Proposal:

Customer Signature:

Date:

	DISCUSSION AND
<u> X </u>	POSSIBLE ACTION ITEMS
<u> </u>	SPECIAL CONSIDERATION
<u> </u>	CONSIDERATION OF MINUTES
<u> </u>	PUBLIC HEARING
<u> </u>	PRESENTATION
<u> </u>	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: MAY 28, 2026

AGENDA ITEM: 9.

Items for Individual Consideration

Discussion and Possible Action to Approve Resolution 2026-5252 Authorizing the City Manager to execute all documents to obtain and enter into an agreement with _____ for a foundation repair vendor for the CBDG Senior Center PY25 project.

RESOLUTION NO. 2026-5252

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRBY APPROVING A CONTRACT WITH _____ FOR FOUNDATION REPAIR SERVICES AT THE KIRBY SENIOR CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR FUNDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Kirby recognizes the importance of maintaining safe and functional public facilities for residents and visitors; and

WHEREAS, the Kirby Senior Center requires foundation repair services to address structural concerns and preserve the integrity of the facility; and

WHEREAS, _____ submitted a proposal to provide foundation repair services for the Kirby Senior Center in the amount of \$ _____; and

WHEREAS, the City Council finds that approving the contract for foundation repair services is in the best interest of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KIRBY, TEXAS THAT:

SECTION 1. The City Council hereby approves the contract with _____ for foundation repair services at the Kirby Senior Center in an amount not to exceed \$ _____.

SECTION 2. The City Manager is hereby authorized to execute all necessary documents related to the contract and to take all actions necessary to carry out the intent of this Resolution.

SECTION 3. Funding for this project shall be provided through _____.

SECTION 4. This Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2026.

Mayor

ATTEST:

City Secretary



This evaluation was prepared for:

Kirby Senior Center
3211 Alan Shepard Drive
Kirby, TX 78219
(210)666-5124

Evaluated on:
Wednesday, May 06, 2026

Evaluated by:
Brian Phillips
(210)758-7911 | Brian.Phillips@pinnaclefoundationrepair.com

Pinnacle Foundation Repair - San Antonio
6910 NE Loop 410, Suite 113
San Antonio, TX 78219
Office: (210) 640-0188

www.pinnaclefoundationrepair.com

Scope of Work Included

Third Party Charges

Quantity

Engineer Review & Site Visit - Slab Foundation

Third Party Engineer

1

Required Permit

Permit Required to Perform Repair Work

1

Post Foundation Repair Hydrostatic Test

Test of Plumbing System Following Foundation Repair

1

Slab Foundation Repair

Quantity

Steel Pressed Pilings

Double Walled Steel Interlocked Cylinders driven into the Ground using a Specialized Hydraulic Press. Pilings are Pushed to a Point of Refusal or 48,000 Pounds of Force, Whichever Occurs First. The Center of the Piling is Filled with Cement. Concrete Capped.

Materials & Labor Included: D30

19

Exterior Concrete Breakout

Concrete will be Removed and Re-Poured but Color/ Finish will not Match Existing Surrounding Concrete.

Base Price:

19

Total

\$21,975.00

Payment

Deposit

\$10,987.50

Balance

\$10,987.50

Payment Terms:

Payment Upon Completion

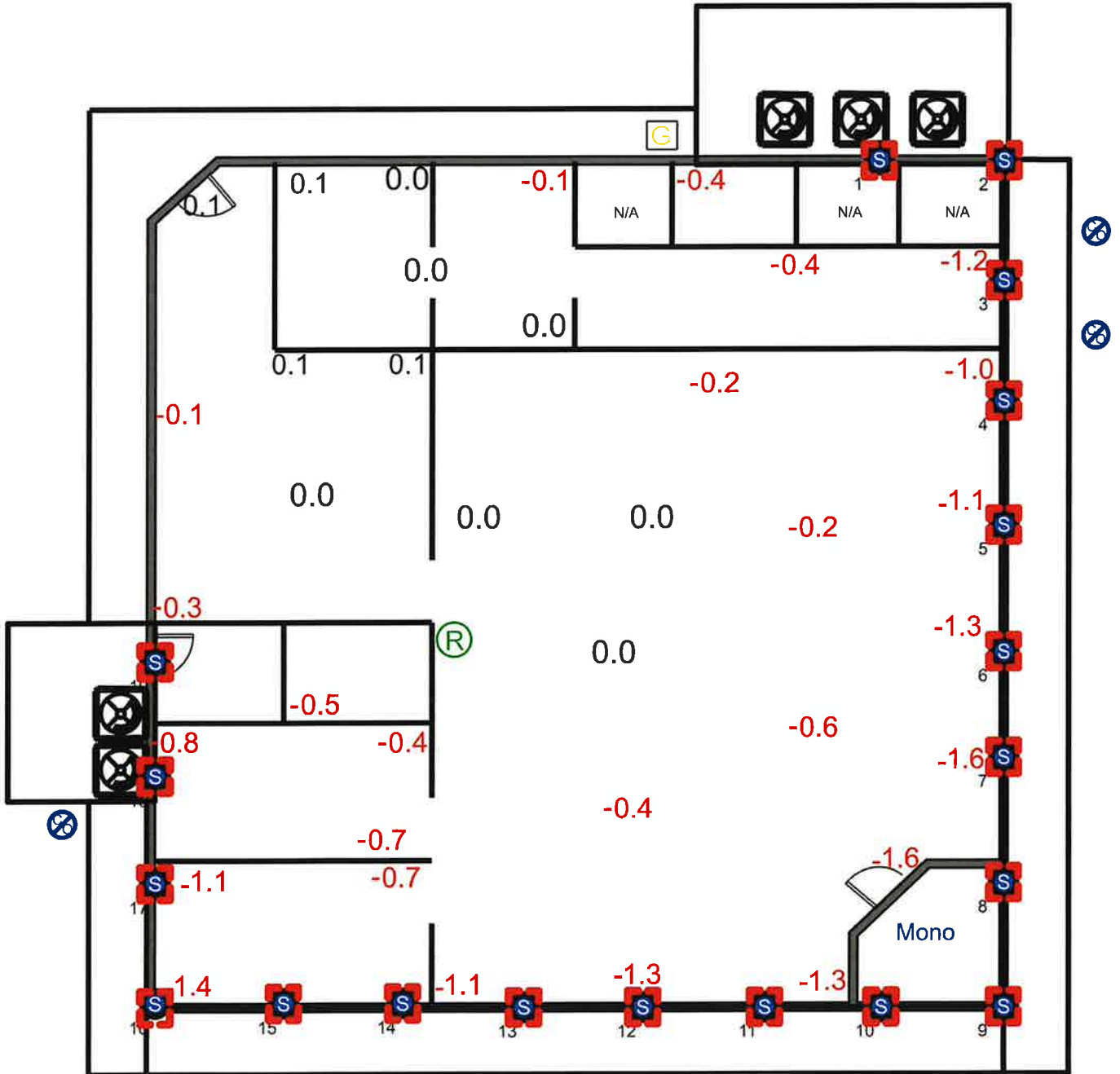
Payment method

Cash



PINNACLE
FOUNDATION REPAIR

Kirby Senior Center
3211 Alan Shepard Drive
Kirby, TX, 78219
(210)666-5124
May 6, 2026



Steel Pressed Pilings
#SEQ#

19 Exterior Concrete Breakout

19

EVALUATED BY: Brian Phillips



CUSTOMER RESPONSIBILITY PROVISIONS



We appreciate your business! Before we get stated, please review the below provisions.
Information regarding the below items is provided in more detail on subsequent pages.
If you have any further questions, please contact your Pinnacle Foundation Consultant for clarification.

- The work performed is designed to improve foundation performance by mitigating future downward movement of the foundation. It is not intended to absolutely level the foundation.
- More or less work may be needed once the work has begun or after completion based on better visibility, new discoveries, or on the performance of this repair plan.
- A responsible adult needs to be home at the time of the lift as we need inside access to verify readings and for final walk-through
- Be aware that foundation work may lead to other items needing repair which are the customer's sole responsibility.
Doors and windows may fit differently after the repair than they did before the foundation was repositioned. Countertops, cabinets, doors & windows that were level before the foundation repair may need to be re-leveled at the expense of the homeowner.
Stiffer flooring material and tiles are vulnerable to cracking or separation during a foundation repair. Floor coverings may have to be pulled back or removed, **but we do not replace, repair, or reinstall it.**
Exterior/Interior brick and mortar cracks & expansion joints may or may not completely close and new cracks may appear.
Underground plumbing may be affected and require repair after foundation repairs which is the sole responsibility of the customer.
There will be dust when making concrete breakouts and customer is responsible for house cleaning. (We will cover all exposed areas with plastic/tarps to minimize dust as much as possible)
We do not guarantee plant replacement, alignment, or survival of plans after removal.
There is the potential for some damage to ducting in crawlspaces
- Contractor has no obligation to repair or replace any damage whether it is exposed, concealed, or buried to the foundation or the structure.
- With Pier & Beam work, we cannot guarantee that all issues are discovered due to the lack of visibility and/or access.

I / WE HAVE READ AND UNDERSTAND ALL THE INFORMATION PROVIDED ABOVE

SIGNATURE - OWNER/S (RESPONSIBLE PARTY)

TODAY'S DATE



WHAT TO EXPECT AFTER YOUR FOUNDATION REPAIR

Absolute leveling of your structure is not to be anticipated. When a foundation is lifted, stabilized or moved, it is impossible to say exactly when additional issues may occur. This may result in new cosmetic cracks or in varying length and width of existing interior/exterior cracks, etc. Proper soil moisture should be maintained. Future changes in the soil moisture beneath this structure either from natural or manmade events, soil movement, site drainage, plumbing leaks, or other items may cause foundation movements, thus affecting the performance of the foundation. Because the structure has endured foundation movement and framing distress, residual differential elevation and perceptible floor slope or some leaning door frames/windows or other re-occurring damages and noticeable issues may remain following the foundation repairs. Most cracks are normal for a structure in Texas as are interior doors moving slightly and sticking as a result of humidity changes or minor movement in the framing system. Periodic repair of this type should be considered a normal item (cosmetic) and not a structural failure.

Due to the mechanical nature of a foundation repair, unpredictable damage may happen, which are the homeowner's sole responsibility. For instance, exterior or interior brick may show new stress and crack; doors, windows, or attached exterior gates may fit differently; ductwork and stiffer flooring materials may not flex when the foundation moves and may crack or separate; interior cosmetic cracks may or may not be remedied and new cracks may occur. You may hear creaking as the foundation settles into its new position.

Doors and Windows: If doors and windows were square to the foundation when it was not level, they may not fit the same after we adjust the foundation. We do not reset doors or guarantee that they will be aligned after a lift. You may wish to hire a carpenter to re-hang or shave the doors if you would like them to be square.

Sink Holes: When we dig to install piers, it will loosen the dirt. We will pack it back down after the lift, but sink holes may still develop. This doesn't harm the foundation, but please call our Office and we will have a crew fill those in for you.

For other repairs, we typically recommend you wait 30-90 days after we complete the foundation work before beginning any repairs on your home (including sheet rock repair, cracks in walls, interior brickwork, windows, doors, room additions, remodeling, paint, flooring, etc.) It will take at least this long for interior materials to relax into the new positions created by foundation movement. If interior pier work was done, we recommend you wait 48 hours before replacing any type of flooring (carpet, tile, wood, laminate, etc.) on top of the concrete patch. To assure a smooth surface, please keep people and pets from walking on the affected area; we do not cover post-installation damage.

Plants and Shrubs: WE DO NOT GUARANTEE PLANT REPLACEMENT, ALIGNMENT, OR SURVIVAL AFTER REMOVAL. Before foundation work starts, plan on removing the plants and shrubs that are in the work area. If your plants are well established or are significant to you, we strongly recommend you have them removed and replanted by a landscaping professional to help them survive. Grass and smaller plants are not moved and may not survive the traffic associated with the remedial construction activity of a foundation repair.

Underground Plumbing: If your foundation has heaved or settled, your plumbing may already have been affected. The normal process of stabilizing your foundation can place additional stress on your plumbing. As the foundation is raised, the plumbing remains firmly embedded in the ground and pipes can be compromised when your house is lifted back towards its original position. Because plumbing runs underground and through the foundation, no foundation repair company can be responsible for the cost of these repairs should they be required. **It is the customer's financial responsibility to repair plumbing leaks.** You may use any State of Texas board-approved plumber in the event the repairs are needed.

I / WE HAVE READ AND UNDERSTAND ALL THE INFORMATION PROVIDED ABOVE

SIGNATURE - OWNER/S (RESPONSIBLE PARTY)

TODAY'S DATE



TERMS AND CONDITIONS



GENERAL CONDITIONS

lifted until, in the sole opinion of the Contractor at the time of the lift, further raising may result in added cosmetic, structural, or plumbing stress and/or damage. Due to new discoveries and/or conditions outside the contractor's control, exact pier and/or tunnel locations may vary from site map and repair method may change at no additional cost. More or less work may be needed once the work has begun or after completion based on better visibility, new discoveries, or on the performance of this repair plan. **NOTE: A responsible party needs to be on site during the repair.** Adverse weather and unforeseen equipment issues are beyond Contractor's control and may delay or extend work dates or disrupt the schedule and will not be considered a contract breach.

B) Contractor has no obligation to repair or replace any damage whether it is exposed, concealed, or buried to the foundation or the structure, including but not limited to: plumbing, roofing, flooring, doors, windows, irrigation, vegetation, landscaping, hardscaping, lighting unmarked utilities, A/C system, fixtures, interior/exterior furnishings or personal property, caulking or tile separation, mortar cracks, warping floors, fascia board separation, wood or other decks, or to spas without regard to when or where said issue occurs. This includes residual structural or cosmetic damage or costs resulting from foundation lifting, stabilizing, adjusting, and/or mud jacking. **NOTE:** Moving the foundation can and may cause building materials above or attached to the foundation to move, stress, crack, wrinkle, separate, misalign, and/or break.

C) Contractor is not responsible for repairing pre-existing plumbing issues, deteriorated pipes, or new plumbing issues caused by foundation movement or repair before, during, or after lifting, stabilizing, and/or mud jacking. There is no way to predict if a house will be affected.

D) Contractor is not responsible for the adversity caused by, or the removal of, any type of creature(s) occupying holes, tunnels, or crawlspaces.

E) Contractor will cut back or remove plants at the point of installation but does not guarantee their replanting, alignment, or survival. We strongly urge you to have bushes and shrubs moved prior to foundation work. Contractor does not reimburse for damaged or dead plants.

F) Customer shall supply Contractor with water and electricity at owner's expense. Contractor must have access to the breaker box at all times and must enter the property prior to lift and at the time lifting is being performed. Job delays or rescheduling may occur without interior access.

G) Contractor will submit the request for the underground line/utility check (Texas 811) as needed. Contractor has no control over the Texas Underground Facility Notification Corporation, their personnel, their actions, or their scheduling.

H) Any work that is performed by a third party related to the described work will not be reimbursed without prior authorization.

I) Customer agrees not to interfere with or permit others to interfere with, hinder, or stop completion of Contractor's work unless specified elsewhere.

J) Customer agrees to exercise extreme caution in and around all work areas to prevent injuries. Serious hazards may be present.

I / WE HAVE READ AND UNDERSTAND ALL THE INFORMATION PROVIDED ABOVE

SIGNATURE - OWNER/S (RESPONSIBLE PARTY)

TODAY'S DATE



TERMS AND CONDITIONS



DISCOVERY CLAUSES

[Conditions below require a Change Order to continue the foundation work]

Existing Piers: Discovery of previous foundation repair piers or builder piers will incur additional charges per pier to disable: \$250 ea.-up to 12" diameter; \$500 ea.-12" to 24" diameter; \$750 ea.-24" to 36" diameter. Steel piers w/bracket bolted onto the foundation, \$250 ea.

Soil Conditions: Any unexpected rock formations, high density clay, or excessive roots that keep us from performing our standard duties will incur additional charges at \$150/linear ft. of tunnel.

Non-Standard Foundation: Discovery that that there are no reinforced grade beams, or the slab is constructed of substandard thickness or materials that lacks the structural strength necessary to properly transfer the load imposed by the underpinning.

Post-Tension Cable Repairs: If cut or are found broken, the Contractor can arrange to have repaired at approximately \$900 per cable payable in advance.

Added Angle Iron / I-Beam: If added materials are required, this will incur an additional charge of \$150 per pier.

Shoring: Beams deeper than 36" from grade incur a charge of \$50/ft., and an additional charge of \$250 each location for shoring material and labor.

I / WE HAVE READ AND UNDERSTAND ALL THE INFORMATION PROVIDED ABOVE

SIGNATURE - OWNER/S (RESPONSIBLE PARTY)

TODAY'S DATE



TERMS AND CONDITIONS



GENERAL WARRANTY INFO

Specific warranty info related to your repair is determined based on the type of repair and/or pier system used.

covered by this contract to acceptable criteria set by the International Residential Code standards of 1" over a 30' span. The warranty applies ONLY to the work performed by the Contractor as specifically noted in the "QUOTE". Areas where no work was performed are not covered under warranty.

A) WARRANTY BECOMES NULL AND VOID UNDER THE FOLLOWING CONDITIONS:

Full payment is not made within 30 days of completion of work described in "DESCRIPTION OF WORK" unless otherwise specified in the contract.

Post-Repair Plumbing Tests are not performed, or if Tests Fail and repairs are not made before making a warranty claim.

The foundation is undermined (e.g., unaddressed plumbing leaks, structure is sited on a fault, soil slumping, soil erosion, excavations, insect infestation, poor ventilation, lack of gutters, poor drainage, etc.)

An additional story is added to the structure, or changes of a similar scope are made when such changes would affect loads on the foundation, without the prior written approval of Contractor.

The structure or parts of the structure is/are fully or partially dismantled, razed, or demolished, and/or if installed foundation repair components are altered, removed, demolished, modified, damaged, or adjusted by any party other than Pinnacle Foundation Repair.

Any accidental or intentional damage, fire, earthquake, flood (including plumbing leaks), windstorm, tornado, hurricane, or other acts of nature.

Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than their maximum depth.

Contractor is not allowed the first opportunity to inspect and adjust foundation work installed by Pinnacle Foundation Repair

B) TRANSFER OF WARRANTY:

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners shall be accomplished no later than Ninety (90) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer upon receipt of documentation of a passing plumbing test by a state licensed plumber current within the past year. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made.

C) TERMINATION OF WARRANTY:

The Contractor may terminate this warranty at any time by paying the current owner an amount equal to the total payments made under the original contract (less 3rd party fees and/or processing fees already paid,) or another mutually agreed amount.

DISCLAIMER OF ADDITIONAL WARRANTIES:

Except for the express limited warranties set forth herein, contractor SPECIFICALLY DISCLAIMS any warranty, guarantee, representation, oral or written, expressed or implied, past, present or future, of, as to, or concerning any of the following: (A) the habitability, merchantability, quality, and fitness for a particular purpose of the property and improvements where the project site located as now existing or after completion of the work; (B) the manner or quality of the work and the construction of any improvement to the property being in a good and workmanlike manner or otherwise.

I / WE HAVE READ AND UNDERSTAND ALL THE INFORMATION PROVIDED ABOVE

SIGNATURE - OWNER/S (RESPONSIBLE PARTY)

TODAY'S DATE

TERMS AND CONDITIONS



DISPUTE RESOLUTION

a condition precedent to binding dispute resolution. If dispute is not resolved through mediation, the method of binding dispute resolution shall be arbitration. Parties shall share the mediator's fee equally.

B) Arbitration: In the event mediation is not successful, all claims, disputes or other matters in question that are not resolved within 10 days following mediation of such claim, dispute or other matter in question shall be submitted to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association (AAA); provided, however, that the arbitration hearing shall take place on a fast-track basis, not more than 90 days following delivery by either party of written demand for arbitration to the AAA. Arbitration shall be heard and determined by a single neutral arbitrator to be mutually selected and appointed by the disputing parties within 14 days of the date any party makes a written demand for arbitration. If the parties cannot mutually select and agree on an arbitrator, a neutral third party such as the local office of the AAA, a local court shall be utilized to select and appoint an arbitrator. The seat of the arbitration and the place of issuance of the final award shall be either Dallas County or Tarrant County, Texas.

WAIVER OF JURY TRIAL - to the maximum extent permitted by law, the owner and contractor each irrevocably waives all right to trial by jury in any action, proceeding, or counterclaim (whether based on contract, tort, or otherwise) arising out of or relating to any of the provisions of this agreement or any document delivered in connection with this agreement or the transactions contemplated thereby, whether now existing or arising hereafter. The owner and contractor each agrees and consents that either party may file an original counterpart or copy of this agreement with any court as written evidence of the consent of the parties to the waiver of their right to trial by jury.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:

Neither party to this Agreement shall be liable to the other party for any consequential, indirect, special or incidental damages, under any provisions of this Agreement. This mutual waiver is applicable, without limitation, to all consequential, indirect, penal, punitive, special or incidental damages arising out of or related to this agreement, including but not limited to the termination of this Agreement by either the Owner or Contractor.

NOTICES

Direct notices and/or payments to: Pinnacle Foundation Repair, 601 Dickey Rd Grand Prairie, TX 75051

COMPLAINT CONCERNING A CONSTRUCTION DEFECT ARISING FROM THE PERFORMANCE OF THIS CONTRACT AND THAT DEFECT HAS NOT BEEN CORRECTED THROUGH NORMAL WARRANTY SERVICE, YOU MUST PROVIDE NOTICE TO THE CONTRACTOR REQUIRED BY CHAPTER 27 BY CERTIFIED MAIL-RETURN RECEIPT REQUESTED, NOT LATER THAN THE 60TH DAY BEFORE THE DATE YOU FILE SUIT TO RECOVER DAMAGES IN A COURT OF LAW OR INITIATE ARBITRATION. THE NOTICE MUST REFER TO CHAPTER 27 OF THE TEXAS PROPERTY CODE AND MUST DESCRIBE THE CONSTRUCTION DEFECT IN REASONABLE DETAIL. IF REQUESTED BY THE CONTRACTOR YOU MUST PROVIDE THE CONTRACTOR AN OPPORTUNITY

I / WE HAVE READ AND UNDERSTAND ALL THE INFORMATION PROVIDED ABOVE

SIGNATURE - OWNER/S (RESPONSIBLE PARTY)

TODAY'S DATE



PLUMBING TEST ADDENDUM



A Post-Repair Plumbing Test on both the fresh water and sewer systems is **Required** on ALL Jobs, unless previously specified on your quote. When a plumbing test is included in the quote, we will arrange for a third party licensed plumber to perform a post-foundation repair plumbing test for the property once all completed job paperwork is received by the office and the final payment has been submitted for the work. This testing consists of a Domestic Water Pressure Test along with a Sewer Hydrostatic Test at slab level.

A passing plumbing test assures both you and Pinnacle Foundation Repair that there is no leaking water under the foundation that could add moisture to the soils supporting the foundation which can compromise your foundation and the repairs just made.

Please note that your foundation work is warranted, and a recent (within the past year) passing plumbing test is required for future work done under warranty or to transfer the warranty in case the property is sold. (Unless waived on your quote)

CLEAN OUTS:

In order to perform the post-repair domestic water pressure test, the plumber will need access to a hose faucet utilizing the supplied city pressure. The sewer hydrostatic test is performed by using the clean-out. If a clean-out is not easily found, you may have one but it may be hidden by groundcover, and the licensed plumber can try to locate it for an addition cost paid directly to them. If a clean-out does not exist, or if the clean-out is not directed toward the house, installation of a dual-directional (two-way) clean-out is recommended and can be installed by a licensed plumber for an additional cost, depending on the depth of the main line. If there are any obstructions, or if the main sewer pipe is unusually deep, additional charges may apply.

LEAK LOCATE:

In the event that the plumbing test fails, we recommend a licensed plumber to perform a leak locate and subsequent repair(s). Because plumbing runs underground and through the foundation, no foundation repair company can be responsible for the cost of these repairs should they be required. **It is the customer's financial responsibility to repair plumbing leaks.**

Should the dual-directional clean-out require locating and/or installing, or if plumbing repairs are needed, we recommend you use a licensed plumber that is familiar with foundation plumbing. You may also use any State of Texas board-approved Master Plumber to either locate and/or install a dual-directional clean-out, perform repairs, or to perform post-repair plumbing tests.

If you elect to use a licensed plumber other than our recommended licensed plumber for any repairs, please have them also perform the appropriate test(s) after repairs. Pinnacle will need a copy of the passing plumbing test once it's completed to maintain your warranty. Please note that if additional plumbing repairs are made, all inspections, permits, and codes are to be followed in accordance with state and local statutes.

MUDJACKING:

Any mud jacking repairs will require a passing plumbing test as a condition of completing the repair. Mud jacking is a mixture of cement and topsoil pressure injected into the void under the slab. A passing plumbing test will be required to complete the mud jacking portion of the repair as the mixture could seep into any unknown breaks in the plumbing line. The test does not warrant that no plumbing issues will occur, however the passing test completed by a licensed plumber is an approval for us to move forward with the completion of the mud jacking. **If mud jacking is included in your repair plan in addition to pier installation, a PRE and POST plumbing test may be included in your repair quote.**

I / WE HAVE READ AND UNDERSTAND ALL THE INFORMATION PROVIDED ABOVE

SIGNATURE - OWNER/S (RESPONSIBLE PARTY)

TODAY'S DATE



- 4x4x1/4" Steel Shims
- 6x12" Cylinder
- Steel or Concrete Cap
- 1/2" thick steel pier

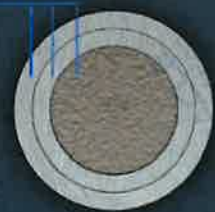
COMPETITION

Pipe segments on the crimped steel pier
Hollow Inside
Possible DEFORMATION

PIPE SECTION

1/2" Thick Steel

- 1/4" Thick Outer 12"x2 7/8" Pipe
- 1/4" Thick Inner 12"x2 3/8" Pipe
- Concrete



NO POSSIBLE DEFORMATION



Concrete Inside

Hollow Inside

1/4" Thick Crimped Steel

- 1/4" thick Outer 2 7/8" Pipe
- Hollow Inside



POSSIBLE DEFORMATION



True Double Walled Steel Pier

Crimped Steel Pier

Disclaimer: differing soil horizons will cause pier depth to vary



BILL TO

Kirby Senior Center | City of Kerby
 3211 Alan Shepard Drive
 Kirby, TX 78219 USA

ESTIMATE 359277176	ESTIMATE DATE Apr 23, 2026
------------------------------	--------------------------------------

JOB ADDRESS

Kirby Senior Center | City of Kerby
 3211 Alan Shepard Drive
 Kirby, TX 78219 USA

Job: 358737801
Technician: Jesus Cruz

ESTIMATE DETAILS

Best Repair Plan-Steel Piers SA (Best): Make sure you read the agreement in full. I have never had an unhappy customer that has read the agreement and terms and conditions. Any questions or clarifications you have, we can handle them before we ever put a shovel in the ground. Transparency is important to us!

G.L. Hunt will install Steel Piers. G.L. Hunt's Steel Pier System is the gold standard for the foundation repair industry. This solution provides the homeowner with the most guaranteed and longest-lasting solution, with the lowest adjustment rate in the industry.

Estimate includes a post-work plumbing test and full job clean-up! We also offer ground-penetrating radar. If this is something you are interested in this service, please let your technician know.

Customer is responsible for providing a passing plumbing test when foundation repair is completed to start the warranty.

SERVICE	DESCRIPTION	QTY
1	Steel Piers - 30: G.L. Hunt Foundation Repair utilizes a steel pipe pressing method to ensure maximum stability for your home. During the process, the soil removed may contain rocks and debris. If you prefer clean fill dirt, please consult with your Project Manager. Our standard service includes pressing steel pipes to a max depth of 30 feet, with additional steel available at an extra cost.	20.00
2	Breakout - Exterior: G.L. Hunt Foundation Repair will perform a 3'x3' penetration on the exterior concrete slab to install the pier. After installation, we will repour the concrete patch. This service is applicable for slabs 4"-6" thick; thicker slabs will require a change order. We offer a 6-month warranty on all concrete patches. Please note that any breakouts needed for future pier adjustments will incur a material charge.	20.00
3	Permit SQFT:	3136.00

For properties exceeding 3,000 square feet in cities where permits are mandatory, G.L. Hunt Foundation Repair offers separate Cursory and Final inspection services, both essential for permit acquisition. Pricing is determined based on square footage.

4	<p>Engineer Report Cursory Commercial:</p> <p>The engineer will review the plans G.L. Hunt has put together, and if approved will provide a cursory signing off on the repair plan. This is priced per square foot. The registered engineering firm will visit the property.</p>	3136.00
5	<p>Engineer Report Final Commercial Sqft:</p> <p>This is ordered once the final payment has been made. The registered Engineering firm will visit after the repairs are completed to ensure that the work was performed correctly and to IRC code. This is priced per square foot.</p>	3136.00
6	<p>Concrete - Remove/Replace <399sqft 4":</p> <p>Pricing is based on a standard 4-inch thick concrete pour for areas up to 399 square feet. Our service includes the removal of existing concrete, disposal, and the pouring of new concrete. Additional charges may apply for concrete exceeding 4 inches in thickness or if extra soil is needed for proper grading. For more information, please consult our concrete warranty.</p>	164.00

SUB-TOTAL \$30,840.64

TOTAL \$30,840.64

Payment is due upon completion of the installation and must be paid before the foreman leaves the job site unless otherwise noted on the contract.

CUSTOMER AUTHORIZATION

This Contract, including the terms and conditions on the following pages, is a legal and binding obligation between G.L. Hunt San Antonio, LLC and Kirby Senior Center | City of Kerby for completion of the repairs described herein at 3211 Alan Shepard Drive, Kirby, TX 78219 USA, in exchange for a payment amount of \$30,840.64 listed herein which is subject to adjustments as change orders may be needed and is effective upon execution by the customer. Please read the following contract terms and conditions and expectations before signing this agreement and address any concerns before installation begins. Once the final payment is received as well as the passing plumbing test the warranty document will be sent to you for signature and then become active. The attached warranty is for viewing only.

By signing this document, Kirby Senior Center | City of Kerby, is affirming they have read, understand, and agree to the terms and conditions listed herein. The customer agrees that if any disagreement or dispute should arise out of the contract all parties will attempt to resolve them through mediation first in the county the property is located in. Customer(s) declares they are the owner of the property listed herein and are authorized to sign on behalf of the property. The contract may be withdrawn by Contractor if it is not accepted or performed within thirty (30) days from date of inspection. All work must be scheduled within sixty (60) days of signing this contract. If the work is not scheduled within this timeframe, the contract will be automatically canceled. To reactivate a canceled contract, it must be updated to reflect current pricing at the time of reactivation.

Sign here

Date



G.L. Hunt

FOUNDATION REPAIR

Since 1987

CONTRACT TERMS & CONDITIONS

- G.L. Hunt will order **Texas811** to have locations marked for any buried utilities. G.L. Hunt is not responsible for Texas811's availability or any damage to unmarked, mis-marked, or concealed utilities
- If a **post plumbing test** is included in this contract, G.L. Hunt's sole responsibility under this contract is to contact the plumbing company to order the post plumbing test. It is customer's responsibility to coordinate with the plumbing company, provide access for such plumbing test to be conducted, and to submit to G.L. Hunt a post plumbing test indicating there are no leaks present to activate G.L. Hunt's warranty obligations. If the customer does not coordinate with the plumbing company hired by G.L. Hunt, it is the customer's responsibility to contact their own plumbing company, arrange, pay for, and provide G.L. Hunt with the results of such post plumbing test.
- It is the customer's responsibility to **have the work area cleared** of furniture, debris, and personal items. Please refer to the pier map to identify the specific areas where our work will be carried out. G.L. Hunt is not responsible for damage to these items left in the work area. If the customer fails to clear the work area, G.L. Hunt may proceed with the work regardless of damage to such items or reschedule its work only after customer clears the area and charge customer for its unnecessary trip.
- We will remove any plants, shrubs, or small trees in the areas where work is being installed. These can be hauled off for an additional charge, or the customer can save them for replanting after G.L. Hunt completes its work. For the best results, the customer should **consult a landscaper** to remove all the landscaping before G.L. Hunt is scheduled to perform its work and replant as desired.
- Customer understands that different foundation movement, and the foundation repair work to repair it, involves damage and, frequently, necessary repairs to items including, but not limited to windows, concrete, masonry, framing, trim, drywall, porches, flooring, roofing, plumbing, sprinkler systems, landscaping, utility lines, or any electrical. G.L. Hunt is not responsible for any repairs needed outside of the contracted scope of work.
- Customer understands that G.L. Hunt's work proposal is based on its observations and best guess as to unobservable conditions at customer's property. The customer further understands and agrees that once G.L. Hunt begins its work, preexisting site conditions, including structural deficiencies, may necessitate changes to G.L. Hunt's proposed scope of work. This could include, but is not limited to, changes to pier locations due to utility locations, placement of additional support due to lack of or deteriorated beams, discovery of previously installed piers that require disabling, grade beams deeper than 30", grade beams that are not reinforced with steel, shallow water table. Such conditions and necessary changes to G.L. Hunt's proposed scope of work could increase the cost to Customer of G.L. Hunt's foundation repair work. If G.L. Hunt encounters any such conditions, it will not proceed with any changes to its work that would increase the price without the customer's approval and execution of a change order reflecting the changed scope and price of G.L. Hunt's work. The customer agrees to review and accept or deny the change order within one hour of notification. If accepted, the customer agrees to additional time needed to perform the change order. If the change order is declined, then the customer has two options. **Option 1:** we can perform the repair to the best of our ability based on the original agreement. **Option 2:** we will terminate the contract and refund any money paid less than the cost of any expenses relating to your project. Non-refundable expenses include but are not limited to labor, materials, city permitting, and engineer reporting fees.
- **Pier depth notification:** Customer understands that in order for G.L. Hunt's pier stabilization work to be effective, it's pier must be driven to refusal. G.L. Hunt's pricing includes the cost of driving it's piers to the specified depth as notated on the line item in the estimate. If G.L. Hunt drives it's piers to such depths, but still does not meet refusal, additional charges will apply to drive the piers further than included depth.
- **T-Beams** are a very rare type of structural component sometimes utilized in construction of older properties which greatly increase the weight of a structure and can and do interfere with foundation repair work due to the scope of additional work involved to relieve such excess weight in order to permit an effective underpinning or ling to stabilize a foundation. G.L. Hunt does not perform foundation repair work on homes where T-Beams are present. If such condition is discovered after G.L. Hunt has commenced its work, Customer understands and agrees that G.L. Hunt will refund any monies paid by customer, use reasonable efforts to return the site to its condition immediately preceding G.L. Hunt's commencement of work, and will have no further obligation under this contract.

- **Soil Conditions** - Any unexpected rock formations, high-density clay, or excessive roots that hinder our standard operations will incur an additional charge of \$350 per pier hole or \$175 per linear foot for tunneling depending on the circumstance. This charge applies only when manual digging with a shovel is not feasible, requiring the use of other tools such as saws, jackhammers, or chipping hammers, which may extend the project's completion time.
- **Polyurethane Foam** - Foam will be injected through a series of 5/8" holes spaced approximately 6 feet apart, and we will patch these holes upon completion. Please note that the color of the patches may not match the existing concrete. G.L. Hunt cannot accurately calculate the total volume of the void beneath the slab, which may require additional material to complete the job. If additional material is needed, it will be charged at a rate of \$12.00 per pound, but this will only be used after a change order is authorized by the property representative. Once repairs are finished, we will fill joints in the repaired areas as well as cracks (if sold on contract). The sealant used for this purpose may not match the existing concrete and can take up to 72 hours to fully cure. Therefore, please refrain from walking or driving over recently patched areas for 72 hours. Please note, crack filler is used to prevent water intrusion but is not designed for aesthetic purposes.
- **Slabure Terms and Conditions** - The Slabure Foundation Monitoring System has a monthly monitoring fee. The first year of monitoring is included in the pricing. Once the system is installed the technician will help you install the app on your device. If you would like to auto renew the monthly monitoring, please make sure this is set up. Please see warranty terms and conditions.

SCHEDULING, PAYMENT & WARRANTY

Project Scheduling

- G.L. Hunt will **schedule your project** on receipt of your signed agreement and required minimum deposit, in an amount equal to at least 25% of your contract price. If you are financing with one of our lenders, then the deposit will vary based on the lender you are approved with. ***Any alternative deposit arrangements must be approved in advance by your Project Manager before scheduling.*** If paying by check, then you understand and authorize G.L. Hunt to convert the check to an electronic debit. Funds may be withdrawn from your account as soon as the same day. Electronic debit means you will not receive your check back from your financial institution. Discounts may be changed or altered based on the financing program you choose or are approved for.

Cancellations & Rescheduling

- **Customer may cancel** this transaction any time prior to midnight of the third day after the date this contract is signed without penalty. After the third day the customer understands there is a minimum cancellation fee of 10% of the price of the contract to cover any expenses incurred by G.L. Hunt. If G.L. Hunt has ordered nonreturnable materials or incurred any other expenses, such amounts will be deducted from the customer's deposit upon cancellation prior to any refund issuance. Please note that **any same-day cancellations or rescheduling without at least 24 hours' notice before the scheduled job start will result in a \$1,500 fee or forfeiture of deposited funds.**
- In addition, if the customer reschedules a project more than twice, G.L. Hunt reserves the right to cancel the project and enforce the applicable cancellation fee.

Payment & Warranty

- The **remaining balance** for the project is due on the **final day** the work is being performed, unless an alternative payment plan agreement has been established in writing. Once final payment is made, or the terms of an agreed payment plan are fulfilled, the post-plumbing test and/or engineer report will be ordered if included in the contract. Late payments are subject to a 1.5% late fee per month and may be subject to additional fees as permitted by law. G.L. Hunt reports to the credit bureau.
- **G.L. Hunt's warranty** is not active until it receives payment in full and a passing post-work plumbing test. **It is the sole responsibility of the customer to schedule and ensure completion of this test within thirty (30) days of the repair being completed. Failure to complete the test within this time frame may result in loss or delay of warranty coverage.** Once payment and a passing plumbing test have been received, a warranty certificate will be emailed to you. For a printed copy, please contact warranty@glhunt.com

PREPARING FOR FOUNDATION REPAIR

1. Please make plans to be home during the repair process. We will need access inside your home during the lift process. If interior access is denied the job will be rescheduled and additional fees will apply. Once the work is completed the foreman will provide you with a completion sheet to review and sign.
2. Remove anything hanging on the wall as well as personal items near where foundation work is being performed.
3. For the best results, have a landscaper remove landscaping for later replanting.
4. If your job includes interior piers, we do not remove flooring or replace flooring. The flooring should be removed prior to G.L. Hunt's scheduled start of the work. We recommend having your flooring professionally removed.
5. We will need access to water and electricity during our repair. You are responsible for ensuring we have access to such utilities.
6. Prior to G.L. Hunt's arrival to start the work, please water around the perimeter of the home in the area work is being performed. It not only helps the digging process, but it will also help the installation process when pressing the piers and attempting to achieve lift.
7. Texas811 will be sending a surveyor to mark your property for underground utilities during the week prior to your work starting. They do not allow us to make appointments so please make sure there is access to the areas around the outside of your home. They typically either mark the property with paint or flags. We are not responsible for any underground lines that are concealed.

EXPECTATIONS DURING AND AFTER FOUNDATION REPAIR

1. Existing brick cracks may close or may even become worse as part of the foundation repair. There may be limitations during the lift that can prevent the cracks from closing, and it would cause more damage than good to lift further. Please consult a masonry expert to repair these cracks.
2. We recommend not doing cosmetic repairs such as adjusting the doors or windows, repairing drywall cracks, or mortar repair for several months after foundation repair. We do not reset doors or windows or guarantee that they will be aligned after the lift process. We recommend hiring a carpenter to adjust or rehang these items.
3. After we install piers we pack the soil down, but sinkholes may develop after a good rain or two. We offer a one-year warranty for dirt to be brought out to fill only the sinkhole areas above where piers were installed. However, if you request that we haul off the extra dirt lift above the pier holes this voids the dirt order warranty.
4. When we perform your foundation repair, we remove the soil from under and around your property and put it back after repair is complete. This soil is often times filled with debris and rock. **If you would like clean fill dirt on top and for us to haul off the debris filled dirt, please discuss this extra cost with your Project Manager.**
5. If your job has concrete where a pier will be installed, we will use a jackhammer to break out a 3x3 square. Once the pier is installed, we will backfill the hole, attach rebar and pour new concrete. We do our best to leave a clean finished look, but you will be able to see the breakout.
6. Interior piers cause concrete dust and debris to be dispersed in the interior of the home, sometimes in excessive amounts. It is your responsibility to protect the remainder of your home from concrete dust intrusion, and to remove or protect personal property within your home. Our crews will perform a cleanup on completion of the work but will not be able to remove all the dust.
7. After your foundation repair is complete you will need to maintain a watering program for your foundation. Please see watering guidelines and suggestions.

Signature by Owner / Decision Maker Acknowledges the Awareness and Acceptance of the Terms and Conditions Found on this Contract

Signature - Owner (Decision Maker)

Date

G.L. Hunt Foundation Repair Representative

Date

**** The Terms and Conditions, along with this Contract, serve as the Proof of Warranty Only After a Passing Post Plumbing Test has Been Completed ****

TRANSFERRABLE WARRANTIES

Our Commitment to You: Peace of Mind with Every Foundation

At G.L. Hunt, our mission is to ensure that every client feels confident and secure in their choice of foundation repair. We understand that your home is more than just a structure—it's a place where memories are made, and security is paramount. That's why we've developed our Transferrable Warranties as a cornerstone of our customer-centric approach.

Customer-Centric Service

From the moment you choose us, our focus is on you. Our dedicated team works tirelessly to deliver solutions tailored to your specific needs, ensuring that your foundation stands the test of time. Our warranty is more than a promise; it's a reflection of our unwavering commitment to your satisfaction and peace of mind.

Long-Term Assurance

We believe that a strong foundation is key to a secure home. Our warranties are designed to provide you with long-term assurance, knowing that should any issue arise, we're here to address it swiftly and effectively. Our warranties are fully transferrable, offering ongoing protection that adds value to your property.

Your Trust, Our Responsibility

We take pride in the trust you place in us. Our warranties are crafted with meticulous care, reflecting the same attention to detail that we apply to every foundation repair we undertake. We stand behind our work because we know that your home deserves nothing less than the best.

Tailored Protection

Understanding that every home is unique, our warranties are flexible and comprehensive, designed to cover a wide range of potential issues. Whether you're the original owner or a future one, our commitment remains the same: to provide the highest level of protection for your foundation.

Investing in Your Peace of Mind

Choosing G.L. Hunt means investing in peace of mind. Our warranties are a testament to our belief that our relationship with our clients extends far beyond the completion of a project. We're here to support you, ensuring that your foundation remains strong, stable, and secure for years to come.



G.L.Hunt
FOUNDATION REPAIR
Since 1987

TRANSFERABLE WARRANTIES

Name:

Address:

Job:

Warranty Type:

Date of Work:

LIMITED LIFETIME TRANSFERABLE UNDERPINNING WARRANTY

WARRANTY - The Lifetime Warranty only applies to the work performed by G.L. Hunt and covers the pressed pilings (concrete, combination, or steel). All other warranties are noted on the contract under each line item. It is the intention of the contractor to permanently stabilize the settlement of the portion of the foundation covered by this contract to within one (1) part in two hundred and forty (240) parts for the life of the structure that it supports (1" settlement in 20' horizontal span or 1/4" in horizontal span or current IRC Code). G.L. Hunt Co Inc.'s goal is to return the foundation to as near its original horizontal position as possible but reserves the right to stop raising the foundation when in G.L. Hunt Co Inc.'s sole opinion, further raising will cause irreparable damage to the foundation or structure. In this regard, G.L. Hunt Co Inc. reserves the right to alter the placement of piers or any other portion of its work necessary because of any previous existing condition at the Property, such as underground pipes or wires that may change the placement of piers. All warranties granted herein are expressly conditioned upon the receipt of full payment of the contract price, plus any change orders thereto and a passing post work plumbing test of the freshwater plumbing lines as well as a hydro-static test of the sewer lines. Excluded from this warranty is covered under the Exclusions section of this warranty. G.L. Hunt Co Inc. shall not be liable for any incidental or consequential damage resulting from any defect covered by this warranty, and in no event shall G.L. Hunt Co Inc.'s liability to the customer exceed the cost of correcting or replacing the defective work. The customer agrees to provide G.L. Hunt Co Inc. with the first option to repair any item covered by its warranty. This warranty is voidable if any repairs or modifications to its work are carried out and are attempted by someone other than G.L. Hunt Co Inc. The scope of work covered by this warranty does not guarantee no work will be needed in the future. The owner shall supply G.L. Hunt Co Inc. with water and electricity and at the owner's expense. The company must always have access to the breaker box and must enter the property at the time it is being stabilized. Plumbing Leaks are a primary cause of foundation issues, and therefore, it is a condition precedent to G.L. Hunt Co Inc.'s obligation to perform any warranty work or inspections for Customer to have obtained a passing plumbing test within the last ninety days by a licensed master plumber who shows there are no leaks affecting the foundation. The two tests are a domestic water pressure test and a sewer hydrostatic test. If the plumbing test fails, the next step is to order a leak locate. Once you have these results, please send them to info@glhunt.com

EXCLUSIONS - When warranty work is being carried out this warranty does not include concrete breakouts or tunneling to adjust the existing pier. Discovery clauses outlined in the original contract are in effect on warranty work as well. The customer agrees and understands that G.L. Hunt Co Inc.'s work will involve moving the foundation to improve the construction on the property. There are inherent risks and consequences of raising a foundation that can result in additional damage as already seen by the existing shifting of the foundation. G.L. Hunt Co. Inc. is not responsible for the repair or replacement of the following items whether concealed, exposed or buried and is not limited to cosmetic damage, cracked/broken plumbing, damaged/severed wires, cracks in walls (drywall) or ceilings, flooring, windows and doors that do not open or close properly, furniture, fixtures, furnishings (artwork, photographs, sculptures), landscaping, irrigation, vegetation, wood or other decks, spas, personal property or exterior cracks. If these conditions existed prior to G.L. Hunt Co Inc.'s work, then they may be resolved, but they may also be exacerbated or can occur in other locations.

THIS WARRANTY SHALL BE NULL AND VOID IF: (1) Proof of passing plumbing test by a licensed plumber is not received within 30 days of the completion of foundation repair. (2) Full payment is not received within 30 days of completion of work as specified, unless otherwise agreed to in writing on the contract. (3) Additional story is added to the structure, or changes of a similar scope are made without prior written approval of contractor, when such changes would affect loads on the foundation. (4) The structure is sited on a fault, is affected by an earthquake, or any accidental or intentional damage such as flood, fire, windstorm, tornado, or other acts of God or nature. (5) Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the depth. (6) The foundation is undermined (i.e., soil slumping, eroding, unaddressed drainage issues, plumbing leaks, creek beds, excavations, etc.) (7) The natural eroding of the existing structure. (8) Structure is not reasonably maintained (i.e., proper or controlled water, gutters, drainage, and watering system). (9) The foundation is repaired in any way by another construction/foundation repair company. i.e., addition of new piers, adjusting existing piers, etc. (10) The warranty is not transferred to the new property owner, per our transfer requirements within 30 days after the sale of the property.

25-YEAR TEXJACK PIER TRANSFERABLE WARRANTY

TEXJACK WARRANTY - We provide a 25-year limited transferable warranty on TexJack pier installations for crawlspaces from the date of completion. This warranty covers defects in materials and workmanship related to the installation and performance of the TexJack pier system. Specifically, it guarantees that the TexJack piers will maintain their structural integrity and continue to provide the intended support for the crawlspace for the duration of the warranty period. If any covered defects or failures occur within the 25-year period, we will repair or replace the affected components at no cost to the customer.

EXCLUSIONS - This warranty does not cover damage or issues resulting from: Soil movement, erosion, or settlement that affects the stability of the TexJack piers. Improper use or overloading beyond the design specifications of the TexJack pier system. Modifications, alterations, or repairs made by anyone other than our authorized personnel. Acts of nature, including but not limited to floods, earthquakes, or other natural disasters. Any pre-existing structural issues not addressed at the time of installation. The warranty does not cover cosmetic imperfections, such as surface rust or paint chipping, that do not impact the structural integrity of the TexJack pier system.

MAINTENANCE REQUIREMENTS - To ensure the longevity and effectiveness of the TexJack pier system, the homeowner must: Maintain proper drainage around the foundation and crawlspace to prevent water accumulation, which could affect the stability of the piers. Regularly inspect the crawlspace and foundation for any signs of settlement, shifting, or other structural changes, and report any concerns immediately. Avoid placing excessive loads or making structural changes to the crawlspace that exceed the design capacity of the TexJack piers.

DISCLAIMER - This warranty is the only express warranty provided by us. No other warranties, expressed or implied, are given. Our liability is limited to the repair or replacement of defective materials and workmanship as specified under this warranty. We are not liable for any incidental or consequential damages, including property damage or personal injury, resulting from the failure of the TexJack pier system. This warranty does not extend to damages or defects caused by external factors beyond our control, including natural disasters, ground movement, or improper maintenance by the homeowner.

5-YEAR SONOTUBE TRANSFERABLE INSTALLATION WARRANTY

SONOTUBE WARRANTY - We provide a five-year limited transferable warranty on all Sonotube installations from the date of completion. This warranty covers defects in materials and workmanship related to the installation of Sonotubes. Specifically, it guarantees that the Sonotubes will maintain their structural integrity and performance for the duration of the warranty period. If any covered defects are found within the five-year period, we will repair or replace the sonotube at no cost to the customer.

EXCLUSIONS - This warranty does not cover damage or issues resulting from: Ground movement, soil settling, or other subsurface conditions that affect the Sonotubes' stability. Exposure to extreme environmental conditions, such as flooding, earthquakes, or other natural disasters. Improper use or overloading beyond the designed capacity of the Sonotubes. Modifications or repairs made by anyone other than our authorized personnel. The warranty does not cover cosmetic issues, such as surface cracks or discoloration, that do not affect the structural integrity of the Sonotubes.

MAINTENANCE REQUIREMENTS - To ensure the longevity and effectiveness of the Sonotube installation, the homeowner must: Ensure proper drainage around the Sonotubes to prevent water accumulation, which could affect their integrity. Avoid placing excessive loads on the Sonotubes that exceed their design specifications. Monitor the area around the Sonotubes for signs of soil movement or settling and address any issues promptly with a qualified professional.

DISCLAIMER - This warranty is the only express warranty provided by us. No other warranties, expressed or implied, are given. Our liability is limited to the repair or replacement of defective materials and workmanship as specified under this warranty. We are not liable for any incidental or consequential damages, including property damage or personal injury, resulting from the failure of the Sonotubes. This warranty does not extend to damages or defects caused by external factors beyond our control, including natural disasters, ground movement, or improper maintenance by the homeowner.

1-2-3-YEAR RESHIM TRANSFERABLE WARRANTY

RESHIM WARRANTY - One-year Limited Transferable Warranty (unless specified otherwise in the contract) This warranty covers defects in materials and workmanship related to the reshim process. Specifically, it guarantees that the shimming will maintain the intended level of support and stability for the duration of the selected warranty period. If any covered defects are found within the warranty period, we will perform the necessary adjustments or replacements at no cost to the customer.

EXCLUSIONS - This warranty does not cover damage or issues resulting from: Structural movement or settling of the foundation or surrounding soil. Water damage, flooding, or poor drainage around the foundation. Modifications or repairs made by anyone other than our authorized personnel. Acts of nature, including but not limited to earthquakes, storms, or other natural disasters.

MAINTENANCE REQUIREMENTS - To ensure the longevity and effectiveness of the reshim work, the homeowner must: Maintain proper drainage around the foundation to prevent water accumulation that could affect the shimming. Monitor the foundation for signs of settling or movement and address any issues promptly with G.L. Hunt. Avoid excessive loading on the structure that exceeds the design capacity, which could impact the integrity of the reshim work.

DISCLAIMER - This warranty is the only express warranty provided by us. No other warranties, expressed or implied, are given. Our liability is limited to the adjustment or replacement of defective materials and workmanship as specified under this warranty. We are not liable for any incidental or consequential damages, including property damage or personal injury, resulting from the failure of the reshim work. This warranty does not extend to damages or defects caused by external factors beyond our control, including natural disasters, structural movement, or improper maintenance by the homeowner.

5-YEAR FOAM INJECTION TRANSFERABLE WARRANTY

FOAM INJECTION WARRANTY - We provide a five-year limited transferable warranty on all Foam Injection services from the date of completion. This warranty covers defects in materials and workmanship related to the Foam Injection process. Specifically, it ensures that the injected foam will effectively stabilize and lift the slab for the duration of the warranty period. If the slab settles more than 1/2 inch within the first (5) years due to failure of the injected foam, we will perform additional injections at no cost to the customer.

EXCLUSIONS - This warranty does not cover: Cracks that may appear or widen after the lifting process, as these are often pre-existing or caused by natural settling after the lift. Issues related to soil movement, water erosion, or other conditions affecting the stability of the underlying soil. Sealed joints or caulked areas, which are the responsibility of the homeowner to maintain and repair or we can repair for an additional fee. Upheaval of slabs, which can occur due to natural soil expansion or other environmental factors. Damage caused by heavy loads, changes in property use, or modifications to the slab after the injection process.

MAINTENANCE REQUIREMENTS - To maintain the warranty coverage, the homeowner must: Ensure proper drainage around the slab to prevent water from undermining the stability of the foam. Regularly inspect and maintain sealed joints and caulked areas to prevent water intrusion. Avoid placing heavy objects on the lifted slab that could exceed its load-bearing capacity. Address any new cracks or signs of settlement promptly to prevent further damage.

DISCLAIMER - This warranty is the only express warranty provided by us. No other warranties, expressed or implied, are given. Our liability is limited to performing additional foam injections as specified under this warranty. We are not liable for any incidental or consequential damages, including property damage or personal injury, resulting from the failure of the Foam Injection slab lifting process. This warranty does not extend to damages or defects caused by external factors beyond our control, including natural disasters, soil conditions, or improper maintenance by the homeowner.

1-YEAR DRAINAGE SYSTEM TRANSFERABLE WARRANTY

DRAINAGE WARRANTY - We provide a one-year limited transferable warranty on the installation of solid drains, French drains, combination drains, and grate drains. This warranty covers defects in materials and workmanship from the date of installation. This warranty guarantees that the drainage system will function as intended under normal conditions for a period of one year from the installation date. If any defects in materials or workmanship are discovered within this period, we will repair or replace the affected parts at no cost to the customer.

EXCLUSIONS - This warranty does not cover damage caused by improper use, neglect, natural disasters (e.g., flooding, earthquakes), or modifications made by anyone other than our authorized personnel. Any issues arising from external factors such as root intrusion, soil compaction, or blockage caused by debris are excluded from this warranty. Cosmetic damage, such as discoloration or settling of soil, are not covered. The warranty is void if the system is altered, tampered with, or repaired by someone other than our authorized team.

MAINTENANCE REQUIREMENTS - Regular maintenance of the drainage system is the responsibility of the homeowner. This includes keeping the system free from debris, ensuring proper water flow, and avoiding activities that may damage the system. It is crucial to regularly inspect the inlet grates and clean them to prevent blockages. Failure to perform regular maintenance can result in the voiding of this warranty.

DISCLAIMER - This warranty is the only express warranty provided by us. No other warranties, expressed or implied, are given. Our liability is limited to the repair or replacement of defective parts as specified under this warranty. We are not liable for any indirect, incidental, or consequential damages, including but not limited to property damage or personal injury, resulting from the failure of the drainage system. This warranty does not imply indemnity for any damage caused by water seepage, flooding, or any other water-related issues.

1-YEAR CONCRETE FLATWORK TRANSFERABLE WARRANTY

CONCRETE FLATWORK WARRANTY - We provide a one-year limited transferable warranty on all concrete flatwork installations from the date of completion. This warranty covers defects in materials and workmanship related to the installation of concrete flatwork, including issues like significant cracking (beyond normal shrinkage cracks) or improper surface finish. If any covered defects are found within the one-year period, we will repair or replace the affected areas at no cost to the customer.

EXCLUSIONS - This warranty does not cover damage caused by external factors such as: Soil movement or settlement beneath the concrete. Exposure to chemicals, de-icing salts, or other harsh substances. Damage due to heavy loads, such as vehicles exceeding the design capacity of the slab. Cracking due to improper use, such as driving or parking heavy equipment on the concrete surface. Natural disasters, including but not limited to floods, earthquakes, or severe weather. Normal wear and tear, such as minor cracks, surface discoloration, or texture changes, are not covered under this warranty. The warranty does not cover aesthetic issues that do not affect the structural integrity of the concrete. Interior and exterior breakouts are excluded from flatwork coverage. Any such breakouts are warranted solely for a period of six (6) months from the date of completion.

MAINTENANCE REQUIREMENTS - To maintain the integrity of the concrete flatwork, it is the homeowner's responsibility to: Avoid the use of de-icing salts during winter. Sand or kitty litter is recommended for traction instead. Seal the concrete surface regularly (typically every 1-2 years) to protect against water penetration and staining. Ensure proper drainage around the concrete to prevent water pooling, which can cause damage over time. Avoid placing heavy loads on the concrete that exceed the slab's design capacity.

DISCLAIMER - This warranty is the only express warranty provided by us. No other warranties, expressed or implied, are given. Our liability is limited to the repair or replacement of defective materials and workmanship as specified under this warranty. We are not responsible for any incidental or consequential damage, including property damage or personal injury, resulting from the failure of the concrete flatwork. This warranty does not cover any damages or defects caused by acts of God, misuse, or neglect by the homeowner.

SLABSURE TRANSFERABLE WARRANTY

SLABSURE WARRANTY - The Slabsure foundation monitoring system requires a monthly monitoring fee, which auto-renews yearly if you signed up for this option. If a renewal payment is missed, the system will be canceled. You can reactivate the system for a fee of \$250, but please note that prior data will be lost and cannot be recovered. To avoid data loss, ensure you are enrolled in our auto-renewal program. We offer discounts if the yearly fee is paid in full. The system includes a one-year manufacturer's warranty covering defects. This warranty does not cover damage caused by rodents, animals, or Acts of God.

OTHER TERMS & CONDITIONS

At G.L. Hunt Foundation Repair, all work will be completed in a substantial workmanlike manner according to standard practices. We work very closely with our concrete producer and material suppliers to provide you with the highest quality project. We take great pride in our work and will do everything we can to satisfy you as a customer. However, all of our concrete work is created by humans and even under the closest supervision possible, small imperfections can and will be expected. Despite the skills of our workmanship, the quality of our materials and the strength and durability of concrete, our product is not without its inherent flaws. The information that follows provides some of the common issues that you can expect when working with concrete and provides suggestions on customer care and usage. If we are presented with an issue that exceeds the regular industry standard, we may repair or replace, as determined at the sole discretion of G.L. Hunt Foundation Repair. **Notice is given that all repairs are promised to return the subject to its as built integrity not to its as-built appearance. No warranty is expressed/implied regarding the cosmetics of the repair. The subject's appearance will be considered secondary to its long-term functionality and durability. Concrete can be damaged by many factors beyond our control. Damage from wear and tear, improper moisture management, de-icers, chemicals, equipment, vehicles, and other things are out of our control and are not covered by this Limited Workmanship Warranty. G.L. Hunt is not liable for repair conditions caused by misuse or abuse, ground settlement, winter conditions, accidents or acts of God. This warranty does not apply to, and is waived by the homeowner as to, any construction work that has been subjected to an accident, misuse and/or abuse, nor does it apply to any construction work that has been modified, altered, defaced, and/or had repairs made/attempted by the homeowner or others. This Limited Workmanship Warranty expires one year from the date of completion of the project.**

TRANSFER OF WARRANTY - In the event a change in ownership occurs, assignment of this warranty to a new owner(s) must be requested no later than thirty (30) days after the sale of the property. Transfers will be made in accordance with the terms of this warranty and with the procedures currently in effect at the time of the transfer. To transfer the warranty, you must pay a \$299 transfer fee, provide G.L. Hunt with a passing freshwater test and a hydrostatic sewer test at homeowner's expense that was performed within the last 90 days by a licensed plumber, and have an updated home evaluation performed by a G.L. Hunt Project Manager. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made.

FORCE MAJEURE - G.L. Hunt Co Inc. shall not be responsible or liable for any failures with respect to its performance under this Contract that are caused by any Acts of God or other cause outside of its control, including, but not limited to: epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, rain, floods, droughts; strikes, lockouts, material shortages, industrial disturbances, acts of public enemies or terrorists, orders of any kind of governmental authority, insurrections, riots, arrests, restraints of government and people, civil disturbances, explosions; breakage or accidents to machinery, pipelines, pumps, canals, or other facilities, or the partial or entire failure of necessary utilities.

DISPUTE RESOLUTION - For any claim or dispute arising out of or related to this Contract, the parties shall attend mediation before a mutually agreeable mediator in the county the property of the repairs are in, prior to the filing of any arbitration or litigation. If mediation is unsuccessful, then G.L. Hunt Co Inc. has the sole right and option to have any dispute or claim arising out of, or relating to, this Contract determined by arbitration before a single arbitrator, mutually selected by the parties. Any award rendered may be entered in any court having jurisdiction thereof. If G.L. Hunt Co Inc. does not elect to submit a dispute to arbitration, then customer waives its right to a jury trial and consents to a bench trial before a court of competent jurisdiction in the county the property of the repairs are in.

ATTORNEY'S FEES - If either party retains an attorney to enforce any obligation of this Contract or to defend against any claim, then the prevailing party shall be entitled to recover all attorneys' fees, costs, and expenses incurred in the litigation and/or arbitration.

MERGER/SEVERANCE - This Contract contains and includes the entire understanding of the parties. Any prior oral agreements, proposals, representations, understandings, and correspondence are hereby superseded and replaced by this Contract. If any provisions of this Contract should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Contract shall not be affected hereby.

CONSEQUENTIAL DAMAGES - Customer and G.L. Hunt Co Inc. waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages arising out of or related to this agreement, including but not limited to the termination of this Agreement by either the Owner or Contractor

Signature - Owner (Decision Maker)

Date

G.L. Hunt Foundation Repair Representative

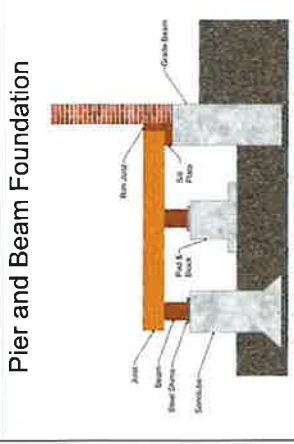
Date

GLHunt
FOUNDATION REPAIR
SINCE 1977

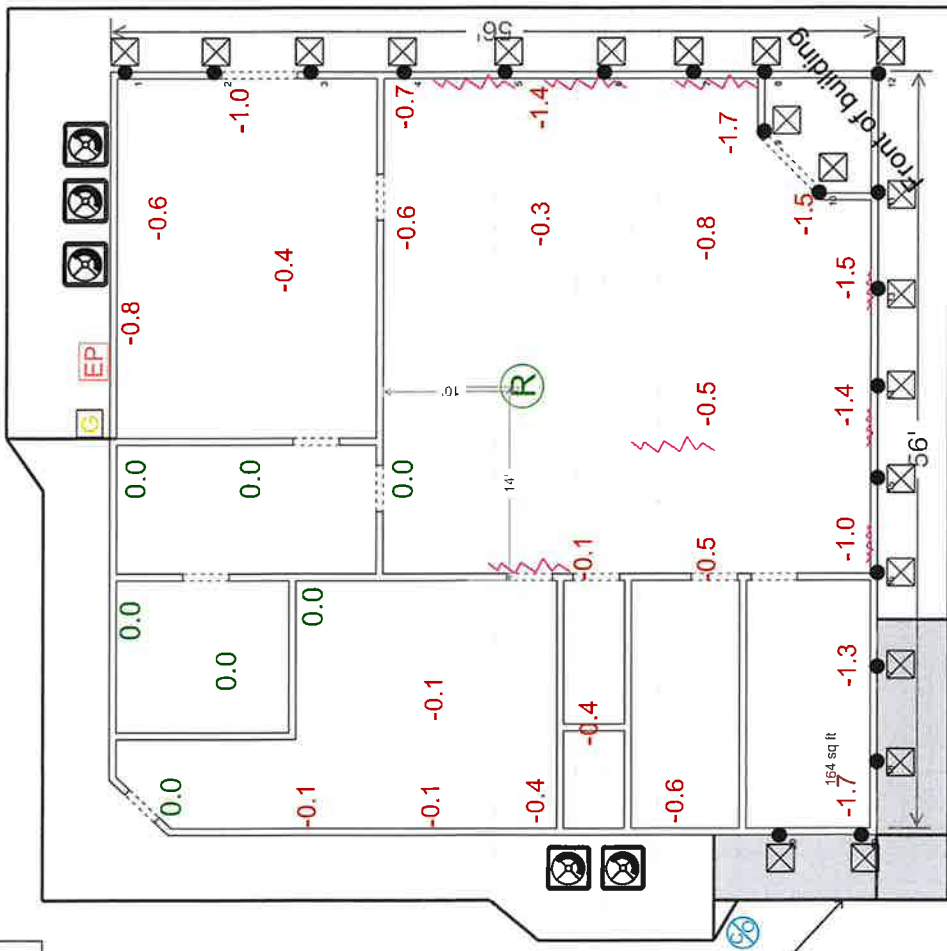


JESUS CRUZ
Project Manager
Office: 210-648-1530
Direct: 210-960-8047
jesus@glhunt.com

QR Code:  www.GLHunt.com



Work need to be done on
Friday, Saturday or Saturday Sunday



Legend

	Concrete Demo and Repair
	Piers
	Exterior Breakout

20 piers

Demo and repour
164 sq feet.

Sidewalk is 5 feet wide

Gutters <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Partial		INSPECTION DATE 4-23-26	
PROJECT		Kirby Senior Center City of Kerby 3211 Alan Shepard Drive Kirby,	
CRAWLSPACE CONDITION			
<input type="checkbox"/> Grade Beam		<input type="checkbox"/> Siding	
<input type="checkbox"/> Existing Supports		<input type="checkbox"/> Sonotubes <input type="checkbox"/> Pad & Blocks <input type="checkbox"/> Wood	
Clearance		Debris	
Joist Size		<input type="checkbox"/> Duct Condition	
Beam Size		<input type="checkbox"/> Live Pests	
Shim Material		<input type="checkbox"/> Insulation	
		<input type="checkbox"/> Wood Rot	
Inspected By:			
Yes		No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4 items that can change your quote:

1. Beam depth exceeding 3 feet (\$75 per foot per hole)
2. Pier depth
3. No beam found.
4. Rocky soil conditions



1-2



1-1



1-4



1-3



1-6



1-8



1-5



1-7



1-10



1-12



1-9



1-11



1-14



1-16



1-13



1-15



1-18



1-17



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1-25



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1-27



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www.olshanfoundation.com

210-495-5758

1720 South East Loop 410

San Antonio, Texas, 78220

Agreement / Contract

SA Structural Repair Solutions, LLC dba Olshan Foundation Repair Solutions (dba Olshan Foundation Solutions), hereinafter called CONTRACTOR, enters into this agreement on this April 20, 2026, with: **Kathy Gomez**, hereinafter called OWNER to provide labor, equipment, and materials for the work herein upon the structure located at:

3211 Alan Shepard Dr, San Antonio, TX 78219

Owner's Contact

Kathy Gomez
(210) 666-5124
kgomez@cityofkirby.org

Certified Structural Technician

Michael Johns
(210) 592-3406
mjohns@olshanfoundation.com

Recommended Plan

Add Ons	Quantity
Engineering Review/Letter	1
Permit Fee	1
Subtotal	\$900.00

Concrete Repair	Quantity
Concrete Breakout and repour	
Remove and replace existing concrete, includes new concrete up to 6" thick, base is needed, 1/2" rebar, 1-year nontransferable warranty	
Base Price:	181 sq ft
Subtotal	\$5,430.00

Pilings	Quantity
Concrete patch	15
1 yr limited warranty on Concrete Patches	
Piling - Exterior Installation	
Base Price: Hybrid Piling w/Lifetime Service Agreement: Patented Hybrid Piling System Consisting of Interlocking Steel Segments followed by Concrete Cylinders	15
Subtotal	\$17,325.00

Subtotal	\$23,655.00
Total	\$23,655.00

Modified Plan Selected by OWNER

Owner Initial Here >>>

Add Ons	Quantity
Engineering Review/Letter	1

Permit Fee		1
<hr/>		
	Subtotal	\$900.00
Pilings		Quantity
Concrete patch		15
1 yr limited warranty on Concrete Patches		
Piling - Exterior Installation		
Base Price: Hybrid Piling w/Lifetime Service Agreement: Patented Hybrid Piling System Consisting of Interlocking Steel Segments followed by Concrete Cylinders		15
<hr/>		
	Subtotal	\$17,325.00
<hr/>		
	Subtotal	\$18,225.00
	Total	\$18,225.00

Payment

Balance **\$18,225.00**

Payment Terms:
 Payment for services to be paid: (1/2) \$9,112.50 Payment Due before the Repair Work Begins, (1/2) \$9,112.50
 Payment Due upon Completion of Repair Work

<<< Owner Initial acknowledging receipt of a copy of Applicable Warranties & Warranties Terms & Provisions

This agreement is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through existing warranty service, you must provide notice regarding the defect to the contractor by certified mail, not later than the 60th day before the date you file suit in a court of law. If requested by Contractor, you must provide an opportunity to inspect & cure the defect pursuant to Section 27.004, Texas Property Code.

LIMITED WARRANTY: UNLESS A LONGER WARRANTY PERIOD IS SPECIFIED, CONTRACTOR WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR ONE YEAR FROM ITS COMPLETION DATE. DURING THE WARRANTY PERIOD, CONTRACTOR WILL REPAIR AT NO CHARGE TO YOU, ANY DEFECTS DUE TO FAULTY WORKMANSHIP. CONTRACTOR'S WARRANTY EXCLUDES INDIRECT OR CONSEQUENTIAL DAMAGES, DAMAGE CAUSED BY ABUSE, MISUSE, NEGLIGENCE, WORK PERFORMED BY OTHERS, OR IMPROPER CARE/CLEANING. YOU MAY HAVE OTHER RIGHTS UNDER APPLICABLE LAW. MECHANICAL AND ELECTRICAL PARTS ARE COVERED BY AND LIMITED TO MANUFACTURER'S WARRANTY AND ARE NOT WARRANTED BY CONTRACTOR.

This signed AGREEMENT, the attached TERMS and CONDITIONS, Warranties provided and drawings (Addendum A) collectively shall represent the Contract/Agreement for repairs with the OWNER. To the extent there is a conflict between documents, the AGREEMENT shall control.

This Agreement must be signed, returned to the office and signed by Contractor within 30 days to be binding upon both parties. I have read and initialed confirming my understanding of the terms of this Agreement. By signing below, I agree with and will abide by the terms and conditions set forth in this Agreement, and authorize Contractor to perform the work specified.

<hr/>	<hr/>	<hr/>	<hr/>
Michael Johns	Date	Customer Signature	Date

General Manager (Contractor)

Date

Customer Signature

Date

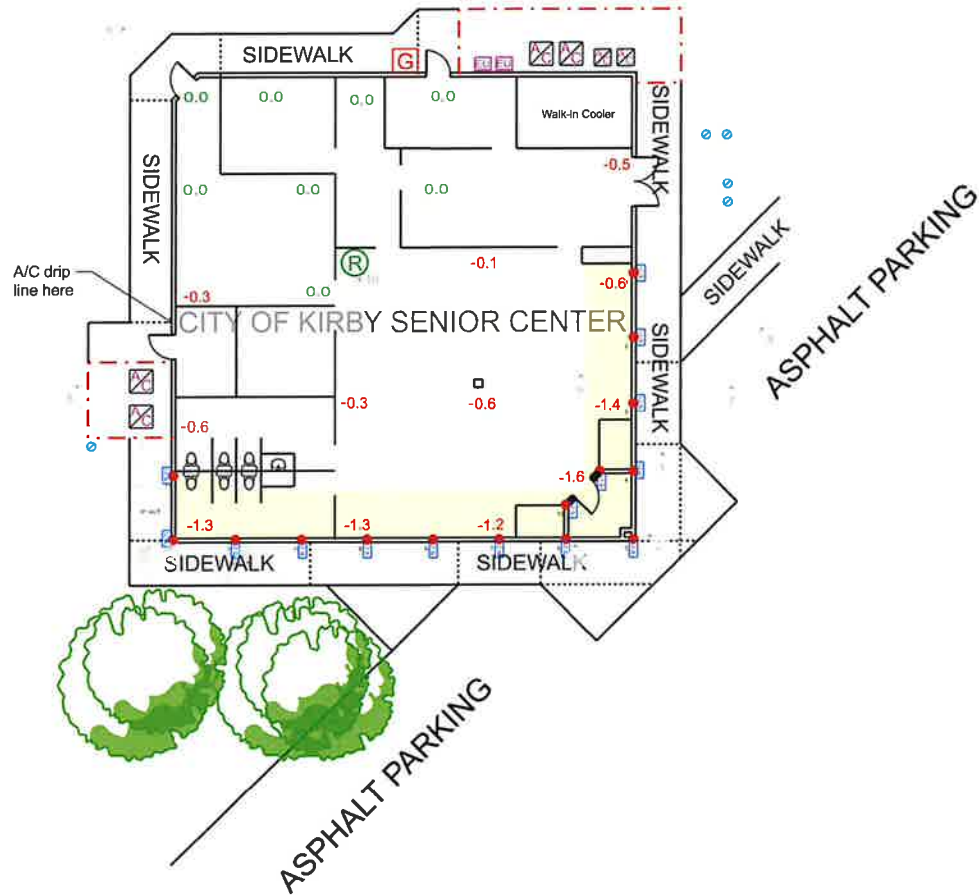


B.E.C./C.S.T.
 Michael Johns
 mjohns@olshanfoundation.com
 CELL - (210) 592-3406

Olshan
 Since 1933

1-877-4-OLSHAN
 WWW.OLSHANFOUNDATION.COM

Kathy Gomez
 3211 Alan Shepard Dr
 San Antonio, TX, 78219
 kgomez@cityofkirby.org
 (210) 666-5124
 April 20, 2026



C	Concrete patch	15	#SEQ#	Piling - Exterior Installation	15
Addendum "A"			Signature		

Absolute Level

Olshan Does Not Guarantee Absolute Level or Crack Closure



1 - 1



2 - 1



3 - 1



4 - 1



4 - 2



5 - 1



6 - 1



7 - 1



8 - 1



9 - 1



9 - 2



9 - 3



9 - 4



10 - 1

General Terms and Conditions

Scope: This Agreement is between You (also referred to as "Owner") and Olshan (also referred to as "Contractor"). The "Scope of Work" (referred to below as the "Work") to be performed is as set forth on the Agreement and drawings provided and referred to as Addendum A. Installation is limited to the described Scope of Work, subject to any agreed upon Change Order. All Work will be completed in substantial accordance with the described Scope of Work, The "Scope of Work" is not Intended to be an exclusive remedy concerning the current or future need for additional work in other areas associated with this structure.

Although Contractor has examined the Structure, Contractor is not familiar with conditions below grade level, the design of the foundation, or the construction materials used in the foundation and its repair plan is based upon experience in the industry. The price quoted is based upon visual observations and with the assumption the Structure has been built using standards of construction and concrete or other material thickness as determined by standard building codes and practices. Unless specified, the Scope of Work is not based on an Engineering Structural report. You may obtain an independent Engineering Review at your own discretion and cost to evaluate the scope of work prior to signing this Agreement. Prior to commencement and during the performance of the Work, conditions may exist or be discovered that were not visible or known when the Agreement was

submitted and signed. If any unforeseen or unknown conditions arise or are discovered, Contractor, in its sole discretion, may provide Owner with a Change Order for a new "Scope of Work" for Owner to sign and approve. Unless specified in the "Scope of Work", this Work does not include the services of an independent registered Engineer to evaluate, design, inspect, or report on the Work performed. Owner acknowledges acceptance of the "Scope of Work" to be performed by Contractor. If an Engineer or other third party is employed by Owner, all cost and liability associated with the third party evaluation and recommendations shall be the sole responsibility of Owner and may require a Change Order.

Your Responsibilities: If the property is subject to any easements, covenants or other legal encumbrances that could affect installation or the work to be performed, You agree to give written notice to Contractor identifying the extent and location of the easements, covenants or other legal encumbrances, prior to commencement of the Work to be performed. You agree to (i) facilitate the location of underground/overhead utility lines, (ii) identify your property lines, (iii) ensure that construction areas are free of preexisting hazards, i.e., unsafe physical conditions or environmental hazards and building/zoning or code violations, (iv) to grant Contractor access to construction areas during working hours, (v) provide power and water to construction areas, (vi) to keep unattended minors out of the construction areas at all times while the Work is in progress (vi) keep pets out of the construction areas at all times while the Work is in progress, and (vii) keep all permits on display at all times. IF YOU CHOOSE TO ASSIST CONTRACTOR WITH ANY PART OF MATERIAL DELIVERY, INSTALLATION, OR ENTER THE CONSTRUCTION AREA, YOU ASSUME THE FULL RISK AND ASSOCIATED PERSONAL INJURY LIABILITY.

You agree that all warranty claims against Contractor, its employees, agents, owners, or subcontractors, under this Agreement shall be made to Contractor within 30 (thirty) calendar days of the date You first become aware of the problem.

Contractor's Responsibilities: Contractor will complete the Work in a workmanlike manner. Contractor may either not start, or immediately discontinue, installation upon discovery of unforeseen, hidden or unknown physical or hazardous conditions at Your property. Contractor is not required to repair such conditions. Under this Agreement, Contractor may perform the installation, or arrange for the installation through an authorized specialty subcontractor.

EXCLUSIONS FROM LIABILITY : The seven (7) provisions contained herein are expressly material to this agreement and the cost to the Owner for the "Scope of Work" is determined in part by the ACCEPTANCE by the OWNER to these provisions by [initiating here](#).

1. During the course of, or as a result of the Work, some of the component parts and materials included in the Structure such as plumbing, electrical, floor covering, sheetrock, plaster, stucco, brick, brick mortar, wallpaper, roofing, vinyl products, etc, may pull apart, tear, break, crack, bulge, stretch, and wrinkle. It is understood and agreed that the Contractor is not liable for the damage to or cost of repair of the same. Additionally, Contractor is not liable for and this Agreement excludes any responsibility or liability for Contractor to make cosmetic repairs, redecorating, or replacement of materials not specifically required in this Agreement. Any such damages or repairs are the sole responsibility and liability of Owner. If interior repairs require removal of carpet, tile or any type of floor covering Contractor will remove such floor covering as needed but will not re-stretch or re-seam or replace any such floor covering unless specifically included in the Scope of Work.

2. Contractor is not responsible for damage to plumbing, underground utilities, sprinkler systems, or other systems resulting from deterioration, separation caused by structure movement, or pre-existing problems and leaks.

3. Access holes in the slab, walks, porches or driveways created by Contractor will be patched with concrete. Concrete patches will not match in color. Access by tunneling is an additional charge. The cost for access by tunneling for warranty work is NOT covered by Warranty.

4. Contractor may need to remove plants and shrubbery which obstruct installation areas. Any item removed will be replanted. Contractor is not responsible for damage to or loss of landscaping and Contractor does not provide any warranty on landscaping.

5. MOLD, LEAD AND OTHER CONTAMINANTS: Contractor and Owner expressly agree that Contractor and its employees, officers, directors, shareholders, affiliates and agents shall not be liable for damages or costs of any type - and Owner will hold harmless and indemnify Contractor from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust or lead occurring in any way as a result of the services provided and work performed.

6. Contractor is not responsible for water intrusion from patched concrete. Owner understands and agrees that all concrete patches should be sealed with concrete sealant by Owner before any coverings are replaced. Contractor does not seal such patches.

7. No warranty express or implied on future flooding or water intrusion.

CHANGES AND CHANGE ORDERS: Contractor may perform additional work if it is the subject of a Change Order, and may be subject to additional charges. Any changes to the Scope of Work, i.e., a substitution of materials or an expansion or contraction of the Scope of Work, will require You and Contractor to first sign a written Change Order that will become part of this Agreement. Any Change Order must be clear in scope and specify any additional payment that may be required. Following discovery of previously undisclosed/ unidentified legal encumbrances on premises, building/zoning code violations, or hidden/unforeseen physical/hazardous conditions or material changes in "Work Scope" conditions, Contractor may immediately ask for a Change Order or discontinue installation and terminate this Agreement without further obligation to You. If Owner does not agree to the changes and costs outlined in the Change Order, Contractor may refund monies paid less cost of materials and labor incurred, and this Agreement shall be of no force and effect, and the Warranty shall be void.

WARRANTY EXCLUSIONS AND LIMITATIONS: YOU WILL BE PROVIDED A COPY OF THE WARRANTY TERMS AND CONDITIONS APPLICABLE TO THE WORK. YOU MAY RECEIVE MULTIPLE WARRANTY TERMS AND CONDITIONS IF MULTIPLE PRODUCTS OR SERVICES ARE PURCHASED. YOU WILL BE REQUIRED TO INITIAL ON THE AGREEMENT THAT YOU HAVE RECEIVED, READ AND UNDERSTAND THE WARRANTY TERMS AND CONDITIONS FOR THESE PRODUCTS OR SERVICES.

Financed Transactions: If You are financing this transaction in whole or in part, Your separate loan agreement (to which Contractor is NOT a party) will determine: (i) the amount financed (the amount of credit provided to You); (ii) the associated finance charges (the dollar amount the loan will cost You); and (iii) the total payment (the amount You will have paid when You have made all scheduled payments). You will be further subject to Your loan agreement's terms and conditions.

Payment for services is due per the terms defined in Agreement. If full payment is not made within thirty (30) days after completion of the Work Owner will be assessed a one hundred dollar (\$100) late payment penalty fee plus monthly interest charge calculated as the lesser of 1.5% or the highest lawful rate permitted by law on any outstanding balance until the balance is paid in full. You agree to pay all costs and expenses, including attorney fees, incurred in collecting unpaid balances.

Security Interests/Liens: If You make all payments as required under this Agreement, no security interest will be placed against Your property by Contractor. If a security interest is placed on Your property, it creates a lien, mortgage, or other claim against Your property to secure payment and may cause a loss of Your property if You fail to pay as requested.

LIMITS OF CONTRACTOR LIABILITY: Owner agrees, to the fullest extent permitted by law, that Contractor's liability for any and all claims, losses, costs, damages of any nature whatsoever shall be limited to and will not exceed the total paid by Owner to Contractor on this project. Such claims and causes include, but are not limited to negligence, strict liability, breach of contract or warranty. Contractor shall not be liable for any inherent, consequential, special, exemplary, or resulting damages regardless of whether the claim is based on warranty, contract, statutory remedy, negligence or tort. Owner understands and agrees Contractor's liability for work performed shall be limited to the correction of any materials and workmanship as set forth in the Agreement. If it is determined that damage was caused by Contractor's negligence, Contractor's liability is limited to making adequate repairs. Contractor shall not be liable for the cost of new replacement or new construction. Both Owner and Contractor hereby waive any claims against the other for lost use, lost profit, lost revenue, indirect, incidental or consequential and/or exemplary damages relating to the installation, materials, or services of Contractor or authorized service provider to this agreement.

To the extent Owners' state does not allow the exclusion or limitation of incidental or consequential damages, this section shall only apply to the extent permitted by law.

ARBITRATION: Contractor and Owner agree that any dispute or lawsuit arising out of this Agreement and Warranties shall be resolved by mandatory and binding arbitration pursuant to the arbitration laws in this state and in accordance with this agreement and the rules of the American Arbitration Association (AAA). Parties may arbitrate with an agreed upon arbitrator. If unable to agree, binding arbitration shall be administered by AAA. All costs shall be divided equally among the parties.

ELECTRONIC SIGNATURE: The parties to this Agreement agree that digital or imaged signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

BY SIGNING BELOW, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OUTLINED ABOVE AS PART OF THIS AGREEMENT AND YOU WILL ABIDE BY THE TERMS AND CONDITIONS AS SET FORTH IN THE AGREEMENT AND YOU AUTHORIZE THE CONTRACTOR TO PERFORM THE WORK AS SPECIFIED IN THE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. This contract contains all of the terms and conditions agreed to by both parties and no other representations, warranties or agreements, expressed or implied, shall vary the terms of this contract and may not be changed except by an instrument in writing and signed by both parties. BEFORE SIGNING, YOU ARE ADVISED TO CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT.

CANCELLATION: OWNER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO CONTRACTOR BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING THIS AGREEMENT. If cancelled, Owner's payments will be returned within ten (10) business days after receipt of the Notice of Cancellation.

Owners Signatures (only required if these Terms and Conditions are not printed on back of AGREEMENT):

Owner(s): _____
v.02.08.23

Date: _____



FOUNDATION SERVICE WARRANTY

This certifies that the HYBRID SYSTEM OF REPAIR has been installed on the property at:

SAMPLE

If any adjustments are required during the Warranty Period due to settling, Olshan will adjust areas previously underpinned by Olshan without cost to the owner for the first year after installation and adjust at a cost of \$100** per piling after the first year, subject to the Warranty Terms and Provisions. This Warranty is completely transferable to any and all future owners of this home subject to "Conditions of Transfer".

Effective Date: 02-21-2020

Manager's Signature

**Cost is adjusted annually based on Annual Average Consumer Price Index as published by US Dept. of Labor using a baseline year of 2010

HYBRID WARRANTY TERMS AND PROVISIONS

IMPORTANT FACTS CONCERNING YOUR WARRANTY:

Soil conditions in this area are such that some future shifting of the soil may occur, particularly during periods of extended dry weather, which may result in new or additional settling. Therefore, we do not guarantee that the structure will not experience additional movement. This warranty provides that Olshan will re-raise or adjust settled areas where the work has been installed with no cost for materials or labor to make the adjustment. Our warranty does not include adding additional underpinning in other areas. If a building is partially underpinned, settlement may occur in areas not underpinned by Olshan such as the remainder of the perimeter and/or the interior of the building. Adjustments required due to movement in these other areas are not covered by our warranty and may require additional repairs at owner's cost. If the work performed was a partial underpinning of the structure, then the remaining structure may move independently of the underpinned area creating a greater differential than if the entire structure was underpinned or no underpinning was done.

THIS WARRANTY EXCLUDES ALL OF THE FOLLOWING:

- All costs for Removal and Replacement of collateral structural or cosmetic components, including but not limited to floors, wall coverings, windows, decks, landscaping, or tunneling required to access our prior work.
- All damage caused by catastrophic occurrences and acts of God including, but not limited to earthquakes, floods, hurricanes, tornadoes, war, terrorism, fire, sink holes or mud slides.
- All work done by another party in areas where Contractor's work was performed. If work is performed on an area warranted by Contractor without Contractor's prior written approval, ALL WARRANTY for the repair is VOIDED.
- Any movement of the foundation not due to settlement such as "Heave" or "horizontal movement". "Heave" is defined as the swelling of the soils resulting in differential uplift of the structure and "horizontal movement" may be caused by soil erosion, creep and or slough of the soils. These conditions may be caused by excess moisture from plumbing leaks, poor drainage (surface and subsurface), flooding, rising water table, trees or their removal, or other causes. Maintaining proper drainage, plumbing and landscaping is the responsibility of the owner.
- All costs of redecorating, repairing or replacing of any materials or items not specifically incorporated in the product installed per the agreement. By example, it is possible that more stress fractures may develop and damage may result such as, but not limited to, sheetrock, wall plaster, tile, wooden members, roof, or other rigid materials and these items are not covered.

TRANSFERRING WARRANTY:

Upon satisfaction of the following conditions, the Warranty will be transferred by Owner to a subsequent purchaser of the Property. **Representation of the Warranty to prospective buyers must disclose these conditions.** Conditions for transfer: (1) Owner must provide Contractor an Olshan Request For Warranty Transfer form signed by both the New Owner and Prior Owner prior to the sale/purchase of the Property; (2) At Contractor's discretion, Contractor must be permitted access to the property to perform a limited assessment of the prior repairs covered by this warranty to determine if any intervening situations have occurred that must be corrected prior to transfer or that may have voided the warranty; (3) Contractor must be paid a \$200 transfer fee, and (4) the terms, conditions and provisions of the contract and warranty must be provided to new Owner. Upon satisfaction of the foregoing conditions and Contractor's approval of the repair of any intervening situations identified by the assessment, a written Confirmation of Transfer will be provided to New Owner by Contractor. Failure to comply with all of these requirements within 90 days of the sale/purchase will result in the warranty being voided.



Piling Installation Access - Concrete Breakout Disclosure

Access for piling installation on the interior of a home or under exterior concrete structures (i.e. patios, sidewalks, etc) will be accomplished using one of two methods:

1. **Breakout** an access hole through the concrete and patching the hole after the piling is installed or adjusted.
2. **Tunneling** under the foundation or structure for additional cost.

Breakouts: When breaking out the concrete there **may be additional expenses for the owner**. The repair or replacements of the items below are the responsibility of the owner, unless specifically provided for in the "Special Provisions" of the contract:

1. All interior and exterior concrete coverings (i.e. tile, brick, slate, carpet, vinyl etc.).
2. All interior ceiling, flooring and wall coverings (i.e. sheetrock, paneling, paint, wallpaper, special wall finishes, doors and door frames etc.)
3. Plumbing lines, HVAC lines or cables embedded in the concrete (*Cut rebar will be re-bent back in place prior to patching the concrete.*)
4. Removal of all household items from the work area by the Owner.
5. If premises must be vacated, the expenses for move out / move in and overnight accommodations
6. Dusting and cleaning - While paper and plastic is used to cover the homeowner's property you may get dust throughout the work area and adjoining rooms. Contractor will sweep work area. Owner is responsible for cleaning.
7. Replacement of moisture barriers.

Tunneling: For an additional charge, pilings can be installed by tunneling underneath the foundation, as an alternative to breakouts.

Unless agreed in writing, warranty adjustments will be performed utilizing breakouts, regardless of the method used for the original repair. The additional expenses and responsibilities of the owner, as set out above, apply to warranty work. However, for an additional charge warranty adjustments can be performed via tunneling.

Owner acknowledges receipt and accepts the conditions stated above.

Owner(s) signature(s); _____ Date; _____

Address: _____

City: _____ State: _____ Zip: _____

Job#: _____



Setting The Expectation

Exterior Piling Installation:

-Prior to the start of installation, we will call 8-1-1 to mark underground electrical and gas lines located on the property as well as acquire necessary permitting.

-Each piling location will be approximately 2' by 2' wide and 3' deep, depending on depth of footing.

-Depending on the load bearing aspect of the structure (single, double, triple story, etc.), piling placement will typically be every 4, 6, or 8 feet. The piling placement (depicted in diagram) may be adjusted on site, if needed.

-During the process, plywood board (or tarps) will be placed on the lawn in proximity to the created holes, in order to place dirt on while installing pilings.

-Present vegetation (bushes, plants, shrubs) may have to be removed to clear the installation area. When and if replanted, Olshan is not responsible if the item(s) do not survive.

-Items and tools on site to include, but not limited to, trucks, trailers, wheelbarrows, shovels, hydraulic ram, steel/ concrete segments, plywood board and tarps.

-If only exterior work is required, access to the interior will still be needed to reshoot elevations during the process of installation.

Interior Piling Installation:

-Prior to the project beginning, a structural engineer will arrive to conduct a G.P.R. (Ground Penetrating Radar), which is an X-Ray of the structure to locate the structural beams for accurate piling placement.

-Unless tunneling underneath the slab from the exterior, we will be installing interior pilings directly through the structure's foundation via breakouts.

-Concrete break outs will be the same size and depth as the exterior piling excavation. The concrete will be jackhammered and saw cut, dirt removed, piling installed, dirt placed back then finished with a concrete patch.

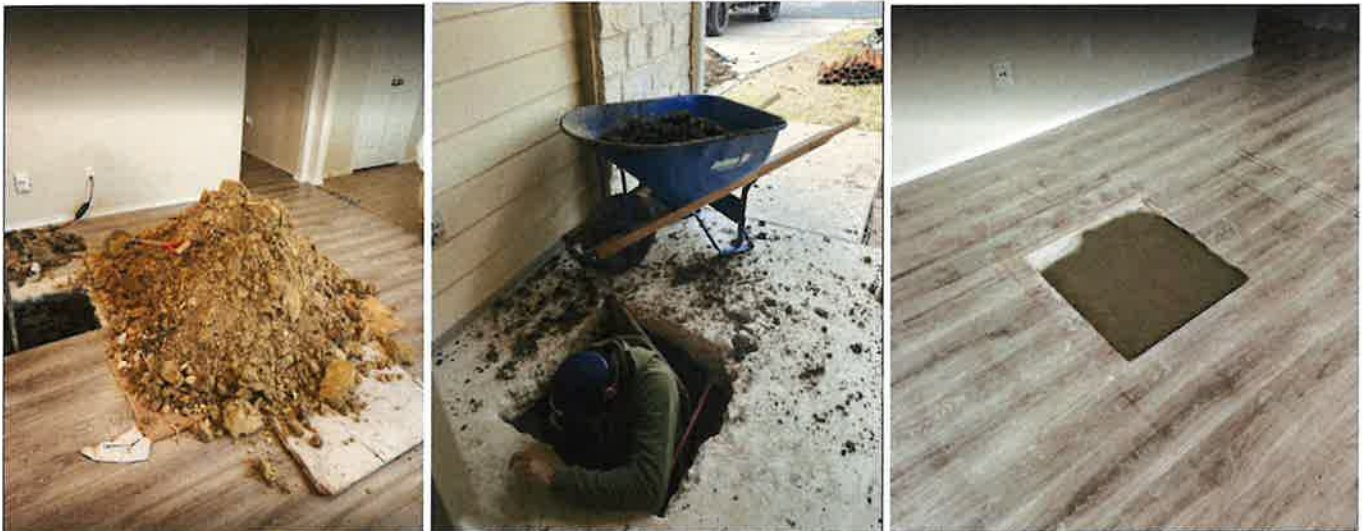
-There will be **DUST!** Ahhhh..... :) Due to this dust and debris, it is recommended to move/cover any and all important items in the project space (i.e., couches, tables, book shelves, dressers, beds, mattresses, etc.).

- There will also be extensive vibration. Please remove any fragile belongings (i.e., hanging wall art, vases, pictures, figurines, mirrors, televisions, etc.).

-Homeowners ARE responsible to remove and replace or re-affix decking, carpet and astroturf in the repair area(s).

-If plumbing issues arise during the foundation repair process, the homeowner is responsible for repair.

Important Reminder- Any version of a foundation repair IS a construction site. We will respect your asset(s) and keep things as tidy as we possibly can. However, by providing this information, our hopes are to bring you a realistic view of what to expect during your foundation repair.





Kirby Senior Center *Foundation Repair Proposal*

WHO WE ARE

Baird Foundation Repair has been repairing foundations in South Texas since 1969. With over 1,500 5-star reviews, our results speak for themselves.

OUR GOAL

Movement of the foundation has caused stress fractures in walls and floors, resulting trip hazards and long-term maintenance issues. Baird has proven expertise needed to stabilize the foundation and prevent future damage to the building.

YOUR PROJECT INCLUDES

- 14 steel push piers
- 14 concrete breakouts (includes patching)
- Permit, plumbing, and engineering

ESTIMATED COST

\$31,000 - 33,000

**This is an estimation, exact project cost will be presented in a final proposal upon agreement of scope*



2.875" STEEL PIERS

- Commercial-grade strength
- 100% steel
- Reaches load-bearing soil
- Zinc-coated corrosion resistance

THE BAIRD DIFFERENCE

- Decades of experience
- Patented piercing system
- Post-job clean up
- Full-time employees (no sub-contractors)

	DISCUSSION AND
<input checked="" type="checkbox"/>	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
AGENDA ITEM SUMMARY**

DATE: MAY 28, 2026

AGENDA ITEM: 9.

Items for Individual Consideration

Discussion and Possible Action to appoint seven-members to Charter Review Commission pursuant to Section 12.11 of the City Charter.



APPLICATION FOR VOLUNTEERS
FOR CITY BOARDS/COMMISSIONS/AND COMMITTEES

PERSONAL DATA

BADOUR (Last Name) RONALD (First Name) W (Initial)

(Street Address)
KIRBY TX 78219
(City) (State) (Zip Code)

Phone Number: Email Address:

Position(s) applying for: CHAIRMAN REGIONAL COMMISSION

Are you a registered voter? Yes No

When would you be available to start? MAY 2026

Do you currently serve on any City Boards, Commissions or Committees? Yes No

If yes, list them:

Have you ever been employed with the City of Kirby? Yes No If yes, date(s):

Are you or your spouse related to any elected official or employee of the City of Kirby? Yes No

EDUCATION AND TRAINING:

Table with 4 columns: Name of Schools Attended and Location, Approx. Dates Attended, Major Field, Degree Received. Rows include AHS SHELTON, MI (1959-1962, N/A, DIPLOMA) and COAF, US AIR FORCE (1978-1983, PERSONNEL, AA).

SKILLS:

The following space is provided for other information concerning special training, interests, or any other data you wish to provide.

HAVE COMPUTER SKILLS

CONVICTIONS:

Have you ever been convicted of a Felony or other crime? Yes No

If yes, date: 1968

If yes, please explain (You may omit convictions for minor traffic violations):

Public Intoxication, Amarillo, TX

REFERENCES: (If Desired)

List three persons not related to you who are qualified to describe your capabilities for the position you seek.

Name	Address	Phone	Occupation

I certify that the statements and information contained herein are true, complete, and correct to the best of my knowledge, I understand that the information will be used only for the purpose of evaluating my application for volunteer service. A photocopy of this authorization shall be as valid as the original.

Signature of Applicant: 

Date: 28 Feb 2019



APPLICATION FOR VOLUNTEERS FOR CITY BOARDS/COMMISSIONS/AND COMITTEES

PERSONAL DATA

Ciencera Sander L
(Last Name) (First Name) (Initial)

[Redacted]
(Street Address)

Kirby TX 75219
(City) (State) (Zip Code)

Phone Number: [Redacted] Email Address: [Redacted]

Position(s) applying for: Charter Review Commission

Are you a registered voter? Yes No

When would you be available to start? immediately

Do you currently serve on any City Boards, Commissions or Committees? Yes No

If yes, list them: _____

Have you ever been employed with the City of Kirby? Yes No If yes, date(s): _____

Are you or your spouse related to any elected official or employee of the City of Kirby? Yes No

EDUCATION AND TRAINING:

Name of Schools Attended and Location	Approx. Dates Attended	Major Field	Degree Received
<u>Douglas MacArthur</u>	<u>1962 graduate</u>	<u>education</u>	<u>diploma</u>
<u>SAC</u>	<u>1963</u>	<u>Business</u>	<u>N/A</u>

SKILLS:

The following space is provided for other information concerning special training, interests, or any other data you wish to provide.

CONVICTIONS:

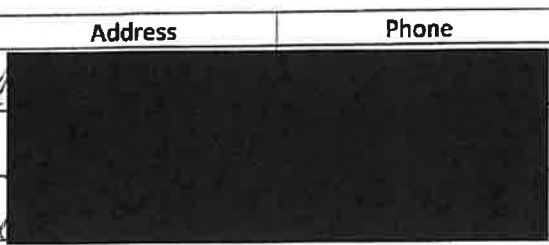
Have you ever been convicted of a Felony or other crime? Yes No

If yes, date: _____

If yes, please explain (You may omit convictions for minor traffic violations):

REFERENCES: (If Desired)

List three persons not related to you who are qualified to describe your capabilities for the position you seek.

Name	Address	Phone	Occupation
<i>Constance B. ...</i>			<i>retired</i>
<i>Amy Boston</i>			<i>retired</i>
<i>Al Berger</i>			<i>retired</i>

I certify that the statements and information contained herein are true, complete, and correct to the best of my knowledge, I understand that the information will be used only for the purpose of evaluating my application for volunteer service. A photocopy of this authorization shall be as valid as the original.

Signature of Applicant: *Sandra Curicchi*

Date: *3.2.16*



501-338-1105

APPLICATION FOR VOLUNTEERS FOR CITY BOARDS/COMMISSIONS/AND COMMITTEES

PERSONAL DATA

Bram Zene L
(Last Name) (First Name) (Initial)

[Redacted]
(Street Address)

Kirby Tx 78219
(City) (State) (Zip Code)

Phone Number: [Redacted] Email Address: [Redacted]

Position(s) applying for: Charter Review Committee

Are you a registered voter? Yes No

When would you be available to start? 21 Apr 2026

Do you currently serve on any City Boards, Commissions or Committees? Yes No

If yes, list them: _____

Have you ever been employed with the City of Kirby? Yes No If yes, date(s): _____

Are you or your spouse related to any elected official or employee of the City of Kirby? Yes No

EDUCATION AND TRAINING:

Name of Schools Attended and Location	Approx. Dates Attended	Major Field	Degree Received
St Petersburg College FL	1/2018 1/2020	Dental Hygiene	BSDH
Pensacola State College FL	4/2003- 4/2005	Dental Hygiene	AAS

SKILLS:

The following space is provided for other information concerning special training, interests, or any other data you wish to provide.

I have experience leading multiple projects, develop-
ing curriculum, generating, developing policies
for over 25 years

CONVICTIONS:

Have you ever been convicted of a Felony or other crime? Yes (No)

If yes, date: _____

If yes, please explain (You may omit convictions for minor traffic violations):

REFERENCES: (If Desired)

List three persons not related to you who are qualified to describe your capabilities for the position you seek.

Name	Address	Phone	Occupation
Quatrez Scipio	[Redacted]	[Redacted]	City of SA Social worker
Phillip Fishburn	[Redacted]	[Redacted]	Health Clinic Supervisor
Lisa Shumaker	[Redacted]	[Redacted]	Career Counselor

I certify that the statements and information provided are true, complete, and correct to the best of my knowledge. I understand that the information will be used only for the purpose of evaluating my application for volunteer service. A photocopy of this authorization shall be as valid as the original.

Signature of Applicant: Renee L. Byer

Date: 13 April 2016



Application for Appointment to Boards, Commissions and Committees

PERSONAL INFORMATION

Last Name: Tamika First Name: __Miles__ MI: __L__

Street Address: _____

City: Kirby State: TX Zip Code: 78219

Phone Number: _____ Email Address: _____

Position(s) Applying For: Charter Review/Commission

Are you a registered voter? Yes No

Availability Start Date: May 1, 2026 _____

Currently serve on any City Board/Commission? Yes No

If yes, list:

Previously employed by the City of Kirby? Yes No If yes, dates: _____

Are you or your spouse related to any City official/employee? Yes No

Name of Schools Attended EDUCATION AND TRAINING	Dates Attended	Major Field	Degree Received
Walden University	9/16-present	MPPA and SPPA	Last master's 11/18 DPA is ongoing
		Current DPA Candidate	

SKILLS AND EXPERIENCE

Please use the space below to provide any additional information, special training, experience, or interests relevant to your application.

Fiannce Management (10 years) Straegy Development and Implementation (20 years) Compliance and Poliy Management (25 years) Program/Project Management (25 years) Performance Development/training (25 years)

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CONVICTIONS

Have you ever been convicted of a felony or other crime? Yes No

If yes, date and explanation: _____

REFERENCES (Optional)

Please list three individuals, not related to you, who can speak to your qualifications, experience, and suitability for the position.

Name	Address	Phone	Occupation
Brandin Harris	Clinton, MD	[REDACTED]	Safety Manager
Denika Robinson	Washington, DC	[REDACTED]	Civil Administrator
Monica Peterson	Washington, DC	[REDACTED]	Federal Employee

ETHICS & CONFLICT OF INTEREST ACKNOWLEDGMENT

I acknowledge that, if appointed, I will comply with all applicable City of Kirby ordinances, state laws, and ethical standards governing public service. I agree to disclose any conflicts of interest and abstain from participation in matters where a conflict exists.

I acknowledge and agree to the above statement.

APPLICANT CERTIFICATION

I certify that the information provided in this application is true and complete to the best of my knowledge.

Tamika L Miles

Signature of Applicant: _____ Date: 5/1/2026

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CITY USE ONLY

Date Received _____

Board/Commission Requested _____

Reviewed By _____

Council Appointment Date _____

For any questions, please contact City Secretary at citysecretary@cityofkirby.org 210.661.3198. ext 305

Professional Statement/BIO



Known for her worldly views and direct strategic approach to resolving issues, Ms. Tamika L. Miles is a leader in progressive strategic processes. A child of a military father, Ms. Miles spent over fifteen (15) years living abroad, where she gained her sense of wonder and appreciation for all cultures. Working with diverse workforces and organizations has been at the forefront of Ms. Miles' career. Ms. Miles is passionate about assisting all demographics reach their true potential. An avid reader and learner, Ms. Miles values knowledge, awareness, and the tactical application of both in her business practices. Strategic planning is the basis from which Ms. Miles launches her professional endeavors.

Ms. Miles has over twenty-five (25) years of public service experience at the local and federal levels. Ms. Miles has a background in awareness development, experience in designing and managing capacity building and developmental programs with multilateral organizations. Ms. Miles has acquired twenty (20) years of expertise in strategic planning, relationship building, change management, and organizational enrichment. Ms. Miles has fifteen (15) years of experience in federal government, federal contracting and federal educational settings applying extensive government and business practices, identifying and solving budgetary concerns and resolving resource, employee and program/project issues while managing and maintaining pertinent relationships giving her expertise in interacting with public officials, high-ranking government officers, C-level management, executive Leadership and the general public achieving tangible results. With ten (10) years of record-breaking leadership within the fiscal aspects of municipal level government, Ms. Miles has excelled in the demanding and ever-changing atmosphere of finance at both the federal and local levels. Also, having worked at the local level at the Prince William Department of Social Services, Arlington County Police Department, multiple agencies with the District of Columbia Government and currently with the City of San Antonio has provided Ms. Miles the opportunity to demonstrate an advanced level of analytic thinking, her attention to detail, and the ability to create as well as maintain intrinsic 360 relationships. Moreover, Ms. Miles' solid professionalism, calm demeanor, collaborative work style and respect for diverse populations have made her a marquee asset to everyone involved on her teams.

Ms. Miles has two undergraduate degrees, several graduate certificates, two graduate degrees and is working on her Doctorate. Ms. Miles attended Temple University where she studied both Economics and African American History. Graduated Magna Cum Laude from Ashford University where she studied Applied Behavioral Science with a focus on Organizational Management, has Summa Cum Laude Master's degrees in both Strategic Planning Public Policy and in Public Policy Administration, is a Doctoral Public Administration candidate who is focused on law and policy and is currently attending the Texas State University Texas Certified Public Manager program.

Ms. Miles' strategic goal is to move beyond fixing problems while enforcing rules while capitalizing on an individual's strengths, creative endeavors and linking the work to the metrics of governmental business practices.

Tamika L Miles MPPA, SPPP (DPA Candidate)

Mobile: [REDACTED] • E-mail: [REDACTED]
[REDACTED]

Personnel and Resource Management

25 Years' Experience in Local and Federal Government Administration

Personal Statement

My strategic goal is to move beyond fixing problems while enforcing rules by capitalizing on individual strengths, creative endeavors and linking my work to the metrics of each organizational business practice. I value an organization that supports an independent and entrepreneurial latitude, allowing me to forge creative yet strategically productive interactions, resulting in finding similarities between disparate groups, connecting the dots across entities, bridging the gap between the populous while embracing the innovation of technology. I recognize the importance of cognitive processes and a rational state of mind which propels me to better advocate for the organization, external client, internal committee members and the community affording me the opportunity to earn respect as a trusted leader and adviser.

- *Finance Management (10 years)*
- *Strategy Development and Implementation (20 years)*
- *Compliance and Policy Management (25 years)*
- *Program/Project Management (25 years)*
- *Performance Development/Training (25 years)*
- *Coordination/Liaison (25 years)*
- *Resource Management (25 years)*
- *Organizational Administration (25 years)*
- *Work with the Arts (well over 30+ years)*

Experience Highlights

Twenty-five (25) years of organizational administration and executive level management experience in a variety of military, federal contracting and local government environments providing leadership and support. Empowered leadership coaching that has traversed all core departments within most local municipalities.

Solid background in providing project, program, personnel, organizational management and accomplishing affective service outcome objectives through strategic planning, performance optimization, crisis management, joint ventures and alliances, and consensus building while benchmarking best practices.

Sound resource steward providing financial management that has encompassed overseeing organizational fiscal health, responsible for creating and implementing long-term financial plans, managing and directing administrators of finance for every department within a municipality, advising executive leadership on financial decisions, ensuring compliance with regulations to prevent illegal, unethical, or improper activities and/or conducts, while leading large sized fiscal shared service division to record breaking standards.

Effective communicator whose exceptional interpersonal skills, emotional intelligence and confidence captivates audiences, producing messaging that is clear and concise.

Work History

12/2021–Present City of San Antonio Government Fiscal Operations
Administrator

Current Milestone: Provided a collaborative forward-thinking approach to the Fiscal Shared Service Division to affect change in both processes and culture across the City of San Antonio. This position is perched in a manner that it is afforded oversight over every department within COSA, 27 direct reports and 267 aligned personnel. Utilizing this reach, with a strategic approach, systematically embraced change management via innovative methods that have reversed previous ideas within the established culture. Ushered in work-life balance will excelling previous performance measures.

Major FY26 Accomplishments: Lead the Fiscal Shared Service Division from a monthly performance KPI of 63% in FY22 to a rising 94% in FY26. Led a taskforce to recover 2.2 million in undeposited funds now being utilized as General Fund usage, in winter of FY26. Reenforced professionalism, integrity, collaboration and innovation across the Fiscal Shared Service Division by fostering an environment of trust by building rapport with department leadership across the City of San Antonio.

07/2018-12/2021 Department of Public Works DC government

Policy and Project Officer/Budget Officer

Major Accomplishment: Completely revamped the budget and budgetary needs of the Solid Waste Administration. Developed, executed and managed fiscal policies and governance to align with newly developed strategic goals. Manages the largest budgets for the Department of Public Works and one of the largest within the District of Columbia Government. Administers the complete development and execution for the entirety of the Department of Public Work's PPE needs including Contract, procurement, warehouse administration and policy on usage for the COVID-19 pandemic.

09/2016-07/2018 Department of Public Works DC government

Strategic Development Section Manager/Budget Officer

Major Accomplishment: Created the guidelines and outline to develop and implement department-wide (throughout 6 divisions; Portfolio, Construction, Capital Projects, Facilities, Operations and PSD) policies and best practice procedures. Developed and initiated the Take Home Firearms policy and Use of Government Vehicle Policy. The steps involved in the policy-making process include problem identification, agenda setting, policy formulation, budgeting, implementation and evaluation. Creating performance optimization in each of the areas the developed policy governed. Developed, executed and managed fiscal policies and governance to align with newly developed strategic goals. The goal was to instate best practices and benchmarks for future endeavors.

07/2012-09/2016 Arlington County Police Department Arlington, VA

Special Assistant to Deputy Chief of Operations/Finance Liaison

Major Accomplishment: Through joint ventures, alliances, consensus building and created best practices that were benchmarked in the Department's first Standard Operations Manual, for the administrative staff, which is now a part of corporate administration optimizing performance with the adopted budget, accepted within multi-site operations and helped to create future organizational leadership. Set fiscal benchmarks that are the department's standard.

12/2011-07/2012 Prince Williams Department of Social Services Woodbridge, VA

Human Service Aide (Externship)

Major Accomplishment: Established the current methods and standards in assisting those with mental and or behavioral issues in receiving on-site (same day as identified) assessment from the Community Mental Health office. This is now the standard for

Community Mental Health Coordination within this division. Exceed expectations while managing a very limited budget.

04/2007 - 12/2009 SGI Federal Colesville, MD

FSO/Administrator/Department Head

Major Accomplishment: Restructured the program with a major client to be more consensus-building by teaming up with external joint venture partners, creating a stronger alliance, and forming the by-weekly seminars and conferences directed toward crisis management, best practices and conflict resolutions. Resolved budgetary issues within 1%.

11/2006 – 5/2010 DSI Silver Spring, MD

FSO/Administrator/HR Department Head

Major Accomplishment: Had the pleasure of working for this 8A corporation in its infancy after its startup. Every accomplishment was major. Once the CEO decided she no longer wanted to keep her 8a status, by not re-competing for contracts, she consulted with me on the formation of her Foundation which is geared towards impoverished children both in Baltimore, Maryland and throughout the state of Louisiana.

01/2006 - 11/2006 Abacus Technology Bethesda, MD

Deputy Personnel Administrator

Major Accomplishment: Developed, implemented and managed the current internal review and audit board for my division. In a short six-month period, I was able to take the division's client satisfaction rating from 75% to 92%. Received several awards and was asked by our sister sites throughout the United States to do the same, accepted the opportunity and setting up like standards within their unique programs and/or projects fostering Multi-Site Operations

08/2005 - 01/2006 CSC Glenarden, MD

Administrator/ AFSSO

Major Accomplishment: Brought this program from a satisfactory rating to winning the James S. Cogswell Outstanding Industrial Security Achievement Award in a record four months. Through auditing and restructuring the compliance aspects of the program and strategic planning of new best practices, this project added to CSC as a World Class Organization.

11/2003 - 08/2005 Booz Allen and Hamilton Falls Church, VA

Administrator/AFSSO

Major Accomplishment: Received several of the highest organizational recognitions and corporate awards for the training and awareness development efforts within this division. My efforts brought this division back into compliance on several issues. Participated on the whiteboard team that created the outline for the Department of Homeland Security that is currently in place. Assisted in taking that program from concept to implementation.

09/1999 - 01/2003, Triumph Tech/DISA, Arlington, VA

AFSSO/Administrator/Site Manger

Major Accomplishment: Awarded a position as a manager of a team of twenty-three while being the youngest person on the contract. Gained the training needed to ensure the smooth operation of the facility. Implemented and managed a newly developed departmental budget.

Education

- Texas State University: Texas Certified Public Manager Program
(In Progress at Round Rock and San Marcos)**
- Walden University: Doctor of Public Policy concentration on Law and
Public Policy 4.0 GPA (in process)**
- Walden University: Master's in Public Policy and Public Administration
(Concentration of Law and Policy) 11/18 3.9 GPA**
- Walden University: Master's in Strategic Planning and Public Policy
9/2017 4.0 GPA**
- Ashford University Major: Applied Behavioral/Social Sciences (BEHS)
Minor: Organizational Management 2/2014 "magna cum laude
graduate" 3.83 GPA**
- Prince George's Community College Largo, MD US Certification - 6/2003
60 Semester Hours Business Office Technologies**
- Prince George's Community College Largo, MD US Certification - 2/2002
60 Semester Hours Management Certification Training**
- Temple University Philadelphia, PA US Major: Economics Minor: African American Studies**

Current Board and Organizations
Chair of San Antonio Black International Film Fest
Treasurer of Kings Compassion Elder Care Nonprofit
Active Member of GFOA
Active Member of NFBPA
(Sits on the Professional Development Committee)
Active Member CENTEX ASPA



Application for Appointment to Boards, Commissions and Committees

PERSONAL INFORMATION

Last Name: Keane First Name: Kerry MI: J
Street Address: [REDACTED]
City: Kirby State: Tx Zip Code: 78219
Phone Number: [REDACTED] Email Address: [REDACTED]
Position(s) Applying For: Charter Review
Are you a registered voter? Yes No
Availability Start Date: May 10, 2026
Currently serve on any City Board/Commission? Yes No
If yes, list: N/A
Previously employed by the City of Kirby? Yes No If yes, dates: N/A
Are you or your spouse related to any City official/employee? Yes No

EDUCATION AND TRAINING

Name of Schools Attended and Location	Dates Attended	Major Field	Degree Received

SKILLS AND EXPERIENCE

Please use the space below to provide any additional information, special training, experience, or interests relevant to your application.

Law Enforcement over 30 years

CONVICTIONS

Have you ever been convicted of a felony or other crime? Yes No

If yes, date and explanation: N/A

REFERENCES (Optional)

Please list three individuals, not related to you, who can speak to your qualifications, experience, and suitability for the position.

Name	Address	Phone	Occupation

ETHICS & CONFLICT OF INTEREST ACKNOWLEDGMENT

I acknowledge that, if appointed, I will comply with all applicable City of Kirby ordinances, state laws, and ethical standards governing public service. I agree to disclose any conflicts of interest and abstain from participation in matters where a conflict exists.

I acknowledge and agree to the above statement.

APPLICANT CERTIFICATION

I certify that the information provided in this application is true and complete to the best of my knowledge.

Signature of Applicant: Kerry Keene Date: 5-3-2026

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CITY USE ONLY

Date Received _____

Board/Commission Requested _____

Reviewed By _____

Council Appointment Date _____

For any questions, please contact City Secretary at citysecretary@cityofkirby.org, 210.661.3198. ext 305



Application for Appointment to Boards, Commissions and Committees

PERSONAL INFORMATION

Last Name: GRANT First Name: MIKE MI: _____

Street Address: _____

City: Kirby State: TX Zip Code: 78219

Phone Number: _____ Email Address: _____

Position(s) Applying For: CHARTER REVIEW BOARD

Are you a registered voter? Yes No

Availability Start Date: 5-6-2026

Currently serve on any City Board/Commission? Yes No

If yes, list: _____

Previously employed by the City of Kirby? Yes No If yes, dates: _____

Are you or your spouse related to any City official/employee? Yes No

EDUCATION AND TRAINING

Name of Schools Attended and Location	Dates Attended	Major Field	Degree Received

SKILLS AND EXPERIENCE

Please use the space below to provide any additional information, special training, experience, or interests relevant to your application.

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment

CONVICTIONS

Have you ever been convicted of a felony or other crime? Yes No

If yes, date and explanation: _____

REFERENCES (Optional)

Please list three individuals, not related to you, who can speak to your qualifications, experience, and suitability for the position.

Name	Address	Phone	Occupation
Jawshua Grudge			
Sylvia Apodaca			
J.E. Molina			

ETHICS & CONFLICT OF INTEREST ACKNOWLEDGMENT

I acknowledge that, if appointed, I will comply with all applicable City of Kirby ordinances, state laws, and ethical standards governing public service. I agree to disclose any conflicts of interest and abstain from participation in matters where a conflict exists.

I acknowledge and agree to the above statement.

APPLICANT CERTIFICATION

I certify that the information provided in this application is true and complete to the best of my knowledge.

Signature of Applicant: Mike Hart Date: 5-6-26

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CITY USE ONLY

Date Received _____

Board/Commission Requested _____

Reviewed By _____

Council Appointment Date _____

For any questions, please contact City Secretary at citysecretary@cityofkirby.org 210.661.3198. ext 305



Application for Appointment to Boards, Commissions and Committees

PERSONAL INFORMATION

Last Name: Eklund First Name: (JEFF) Jeffrey MI: D

Street Address: _____

City: Kirby State: Texas Zip Code: 78219

Phone Number: _____ Email Address: _____

Position(s) Applying For: Charter Review Committee

Are you a registered voter? Yes No

Availability Start Date: _____

Currently serve on any City Board/Commission? Yes No

If yes, list: Crime Control & Prevention District

Previously employed by the City of Kirby? Yes No If yes, dates: _____

Are you or your spouse related to any City official/employee? Yes No

EDUCATION AND TRAINING

Name of Schools Attended and Location	Dates Attended	Major Field	Degree Received
<u>Theodore Roosevelt</u>	<u>1977</u>	<u>General Studies</u>	<u>Diploma</u>
<u>Answers University</u>	<u>2002</u>	<u>Sales Management</u>	<u>Certified</u>

SKILLS AND EXPERIENCE

Please use the space below to provide any additional information, special training, experience, or interests relevant to your application.

was the Vice-President of the Senior Center Board (Kirby),
Have been the President of Kirby Crime Control and
Prevention for the past 2 1/2 years, Resident 38 years

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CONVICTIONS

Have you ever been convicted of a felony or other crime? Yes No

If yes, date and explanation: _____

REFERENCES (Optional)

Please list three individuals, not related to you, who can speak to your qualifications, experience, and suitability for the position.

Name	Address	Phone	Occupation

ETHICS & CONFLICT OF INTEREST ACKNOWLEDGMENT

I acknowledge that, if appointed, I will comply with all applicable City of Kirby ordinances, state laws, and ethical standards governing public service. I agree to disclose any conflicts of interest and abstain from participation in matters where a conflict exists.

I acknowledge and agree to the above statement.

APPLICANT CERTIFICATION

I certify that the information provided in this application is true and complete to the best of my knowledge.

Signature of Applicant:  Date: 5-6-2026

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CITY USE ONLY

Date Received _____

Board/Commission Requested _____

Reviewed By _____

Council Appointment Date _____

For any questions, please contact City Secretary at citysecretary@cityofkirby.org 210.661.3198. ext 305



Application for Appointment to Boards, Commissions and Committees

PERSONAL INFORMATION

Last Name: Valdez First Name: Monica MI: _____

Street Address: _____

City: Kirby State: TX Zip Code: 78219

Phone Number: _____ Email Address: _____

Position(s) Applying For: Charter Review

Are you a registered voter? Yes No

Availability Start Date: 5.7.26

Currently serve on any City Board/Commission? Yes No

If yes, list: _____

Previously employed by the City of Kirby? Yes No If yes, dates: _____

Are you or your spouse related to any City official/employee? Yes No

EDUCATION AND TRAINING

Name of Schools Attended and Location	Dates Attended	Major Field	Degree Received
Baptist School of Health Professionals	2015-2017	Nursing	ADN
San Antonio College	2013-2015	Pre-Nursing	Associate Pre-Nursing

SKILLS AND EXPERIENCE

Please use the space below to provide any additional information, special training, experience, or interests relevant to your application.

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CONVICTIONS

Have you ever been convicted of a felony or other crime? Yes No

If yes, date and explanation: _____

REFERENCES (Optional)

Please list three individuals, not related to you, who can speak to your qualifications, experience, and suitability for the position.

Name	Address	Phone	Occupation

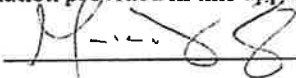
ETHICS & CONFLICT OF INTEREST ACKNOWLEDGMENT

I acknowledge that, if appointed, I will comply with all applicable City of Kirby ordinances, state laws, and ethical standards governing public service. I agree to disclose any conflicts of interest and abstain from participation in matters where a conflict exists.

I acknowledge and agree to the above statement.

APPLICANT CERTIFICATION

I certify that the information provided in this application is true and complete to the best of my knowledge.

Signature of Applicant:  Date: 5.4.20

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CITY USE ONLY

Date Received _____

Board/Commission Requested _____

Reviewed By _____

Council Appointment Date _____

For any questions, please contact City Secretary at citysecretary@cityofkirby.org 210.661.3198. ext 305



Application for Appointment to Boards, Commissions and Committees

PERSONAL INFORMATION

Last Name: Fraser First Name: Victoria MI: _____
 Street Address: _____
 City: Kirby State: Tx Zip Code: 78219
 Phone Number: _____ Email Address: _____
 Position(s) Applying For: Charter Review

Are you a registered voter? Yes No

Availability Start Date: 5/7/24

Currently serve on any City Board/Commission? Yes No

If yes, list: _____

Previously employed by the City of Kirby? Yes No If yes, dates: _____

Are you or your spouse related to any City official/employee? Yes No

EDUCATION AND TRAINING

Name of Schools Attended and Location	Dates Attended	Major Field	Degree Received
<u>St. Marys University</u>	<u>2021-2023</u>	<u>Law</u>	<u>Juris Doctor</u>

SKILLS AND EXPERIENCE

Please use the space below to provide any additional information, special training, experience, or interests relevant to your application.

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CONVICTIONS

Have you ever been convicted of a felony or other crime? Yes No

If yes, date and explanation: 2011 - Felony DWI

Have spent the last 15 years restructuring my life

REFERENCES (Optional)

Please list three individuals, not related to you, who can speak to your qualifications, experience, and suitability for the position.

Name	Address	Phone	Occupation

ETHICS & CONFLICT OF INTEREST ACKNOWLEDGMENT

I acknowledge that, if appointed, I will comply with all applicable City of Kirby ordinances, state laws, and ethical standards governing public service. I agree to disclose any conflicts of interest and abstain from participation in matters where a conflict exists.

I acknowledge and agree to the above statement.

APPLICANT CERTIFICATION

I certify that the information provided in this application is true and complete to the best of my knowledge.

Signature of Applicant:  Date: 5.16.26

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CITY USE ONLY

Date Received _____

Board/Commission Requested _____

Reviewed By _____

Council Appointment Date _____

For any questions, please contact City Secretary at citysecretary@cityofkirby.org 210.661.3198. ext 305



Application for Appointment to Boards, Commissions and Committees

PERSONAL INFORMATION

Last Name: Sanchez First Name: Englan MI: _____

Street Address: _____

City: Kirby State: Texas Zip Code: 78219

Phone Number: _____ Email Address: _____

Position(s) Applying For: _____

Are you a registered voter? Yes No

Availability Start Date: April 2026

Currently serve on any City Board/Commission? Yes No

If yes, list: I currently serve on City Council, but my term will end this month.

Previously employed by the City of Kirby? Yes No If yes, dates: _____

Are you or your spouse related to any City official/employee? Yes No

EDUCATION AND TRAINING

Name of Schools Attended and Location	Dates Attended	Major Field	Degree Received

SKILLS AND EXPERIENCE

Please use the space below to provide any additional information, special training, experience, or interests relevant to your application.

I've assisted with updating and enhancing our scripts for the medical company that employs me.

I'm committed to remaining fair, objective and unbiased while evaluating the cities

Charters. My goal is to support responsible growth and long term success for the city of Kirby.

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CONVICTIONS

Have you ever been convicted of a felony or other crime? Yes No

If yes, date and explanation: _____

REFERENCES (Optional)

Please list three individuals, not related to you, who can speak to your qualifications, experience, and suitability for the position.

Name	Address	Phone	Occupation


ETHICS & CONFLICT OF INTEREST ACKNOWLEDGMENT

I acknowledge that, if appointed, I will comply with all applicable City of Kirby ordinances, state laws, and ethical standards governing public service. I agree to disclose any conflicts of interest and abstain from participation in matters where a conflict exists.

I acknowledge and agree to the above statement.

APPLICANT CERTIFICATION

I certify that the information provided in this application is true and complete to the best of my knowledge.

Signature of Applicant:  _____ Date: 05/06/2026

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CITY USE ONLY

Date Received _____

Board/Commission Requested _____

Reviewed By _____

Council Appointment Date _____

For any questions, please contact City Secretary at citysecretary@cityofkirby.org 210.661.3198. ext 305



Application for Appointment to Boards, Commissions and Committees

PERSONAL INFORMATION

Last Name: Bundick First Name: Richard MI: R

Street Address: [REDACTED]

City: Kirby State: TX Zip Code: _____

Phone Number: [REDACTED] Email Address: [REDACTED]

Position(s) Applying For: Charter Review Committee

Are you a registered voter? Yes No

Availability Start Date: 5/6/2026

Currently serve on any City Board/Commission? Yes No

If yes, list: Building and Standards Commission

Previously employed by the City of Kirby? Yes No If yes, dates: _____

Are you or your spouse related to any City official/employee? Yes No

EDUCATION AND TRAINING

Name of Schools Attended and Location	Dates Attended	Major Field	Degree Received
University of Houston	2022-2023	Hospitality	Master's in Hospitality Management

SKILLS AND EXPERIENCE

Please use the space below to provide any additional information, special training, experience, or interests relevant to your application.

My degree has prepared me to work collaboratively with diverse groups, manage complex operations, and focus on delivering effective public service. Through my education and professional experience I have developed skills in communication, problem-solving, budgeting, organizational leadership.

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CONVICTIONS

Have you ever been convicted of a felony or other crime? Yes No

If yes, date and explanation: _____

REFERENCES (Optional)

Please list three individuals, not related to you, who can speak to your qualifications, experience, and suitability for the position.

Name	Address	Phone	Occupation
Mary Rice		██████████	Catering Director
		██████████	Executive & Member Relations Manager
		██████████	Controller

ETHICS & CONFLICT OF INTEREST ACKNOWLEDGMENT

I acknowledge that, if appointed, I will comply with all applicable City of Kirby ordinances, state laws, and ethical standards governing public service. I agree to disclose any conflicts of interest and abstain from participation in matters where a conflict exists.

I acknowledge and agree to the above statement.

APPLICANT CERTIFICATION

I certify that the information provided in this application is true and complete to the best of my knowledge.

Signature of Applicant: Richard Bundick Date: 5/6/2026

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CITY USE ONLY

Date Received _____

Board/Commission Requested _____

Reviewed By _____

Council Appointment Date _____

For any questions, please contact City Secretary at citysecretary@cityofkirby.org 210.661.3198. ext 305



Application for Appointment to Boards, Commissions and Committees

PERSONAL INFORMATION

Last Name: Robinson First Name: Monique MI: A

Street Address: _____

City: San Antonio State: Texas Zip Code: 78219

Phone Number: + _____ Email Address: _____

Position(s) Applying For: Charter Board Member

Are you a registered voter? Yes No

Availability Start Date: May 25, 2026

Currently serve on any City Board/Commission? Yes No

If yes, list: _____

Previously employed by the City of Kirby? Yes No If yes, dates: _____

Are you or your spouse related to any City official/employee? Yes No

EDUCATION AND TRAINING

Name of Schools Attended and Location	Dates Attended	Major Field	Degree Received
Wilberforce University	1995 - 2000	Psychology	BA
Concordia Portland	2012 - 2014	Education Leadership	M.Ed

SKILLS AND EXPERIENCE

Please use the space below to provide any additional information, special training, experience, or interests relevant to your application.

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CONVICTIONS

Have you ever been convicted of a felony or other crime? Yes No

If yes, date and explanation: _____

REFERENCES (Optional)

Please list three individuals, not related to you, who can speak to your qualifications, experience, and suitability for the position.

Name	Address	Phone	Occupation

ETHICS & CONFLICT OF INTEREST ACKNOWLEDGMENT

I acknowledge that, if appointed, I will comply with all applicable City of Kirby ordinances, state laws, and ethical standards governing public service. I agree to disclose any conflicts of interest and abstain from participation in matters where a conflict exists.

I acknowledge and agree to the above statement.

APPLICANT CERTIFICATION

I certify that the information provided in this application is true and complete to the best of my knowledge.

Signature of Applicant: Monique Robinson Date: 05/06/26

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CITY USE ONLY

Date Received _____

Board/Commission Requested _____

Reviewed By _____

Council Appointment Date _____

For any questions, please contact City Secretary at citysecretary@cityofkirby.org 210.661.3198. ext 305

	DISCUSSION AND
<u> X </u>	POSSIBLE ACTION ITEMS
<u> </u>	SPECIAL CONSIDERATION
<u> </u>	CONSIDERATION OF MINUTES
<u> </u>	PUBLIC HEARING
<u> </u>	PRESENTATION
<u> </u>	WORKSHOP

**CITY OF KIRBY
CITY COUNCIL MEETING
AGENDA ITEM SUMMARY**

DATE: MAY 28, 2026

AGENDA ITEM: 9.

Items for Individual Consideration

Discussion and Possible Action to adopt Ordinance No. 2026-2100 Executive Session Policy; wherein no electronic devices shall be admitted into executive session; providing for severability; and providing an effective date.

ORDINANCE NO. 2026-2100

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KIRBY, TEXAS, ADOPTING THE CITY OF KIRBY EXECUTIVE SESSION POLICY WHEREIN NO ELECTRONIC DEVICES SHALL BE ADMITTED INTO EXECUTIVE SESSION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Kirby wishes to maintain sanctity of executive session under the Texas Open Meetings Act; and

WHEREAS, the City Council finds that prohibiting all electronic devices from closed sessions and/or executive session will enable more open discussions and understanding of the executive session issues at hand; and

WHEREAS, the City Council desires to establish a clear policy that electronic devices are not permitted in executive session for the City of Kirby; and

WHEREAS, the City Council finds that the City of Kirby's executive session shall be used for private and confidential discussions as allowed under the Texas Open Meetings Act; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KIRBY, TEXAS, THAT:

Section 1. The City of Kirby shall not allow electronic devices in executive session.

Section 2. If any provision of this ordinance is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 3. If any section, subsection, clause, or phrase of this ordinance is found to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 4. This ordinance shall take effect immediately upon its passage and approval.

FIRST, PASSED AND APPROVED this ___ day of _____, 2026, by the City Council of the City of Kirby, Texas.

SECOND, PASSED AND APPROVED this ___ day of _____, 2026, by the City Council of the City of Kirby, Texas.

CITY OF KIRBY, TEXAS

Janeshia Grider
Mayor

ATTEST:

APPROVED AS TO FORM:

Christine Wilson
City Secretary

DNRBSZ
City Attorney

EXECUTIVE SESSION POLICY PROHIBITING ELECTRONIC DEVICES

All personal electronic devices, including but not limited to cellular phones, earbuds, smartwatches, tablets, and laptops, are strictly prohibited from being brought into executive sessions. All such devices must be left outside the executive session room or placed in a designated secure holding area for the duration of the closed meeting. This rule does not apply to city-owned devices strictly required for presentations or by the city attorney/city secretary for official record-keeping purposes.

DRAFT

<input type="checkbox"/>	DISCUSSION AND
<input checked="" type="checkbox"/>	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: MAY 28, 2026

AGENDA ITEM: 9.

Items for Individual Consideration

Discussion and Possible Action removing regular member Shante Welsh from Economic Development Committee.

	DISCUSSION AND
<u> X </u>	POSSIBLE ACTION ITEMS
<u> </u>	SPECIAL CONSIDERATION
<u> </u>	CONSIDERATION OF MINUTES
<u> </u>	PUBLIC HEARING
<u> </u>	PRESENTATION
<u> </u>	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: MAY 28, 2026

AGENDA ITEM: 9.

Items for Individual Consideration

Discussion and Possible Action appointing regular member to Beautification and Recycling Committee.



Application for Appointment to Boards, Commissions and Committees

PERSONAL INFORMATION

Last Name: LAMBERT-LIZANA First Name: MARY MI: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email Address: _____

Position(s) Applying For: BEAUTIFICATION & RECYCLING

Are you a registered voter? Yes No

Availability Start Date: ASAP

Currently serve on any City Board/Commission? Yes No

If yes, list: _____

Previously employed by the City of Kirby? Yes No If yes, dates: _____

Are you or your spouse related to any City official/employee? Yes No

EDUCATION AND TRAINING

Name of Schools Attended and Location	Dates Attended	Major Field	Degree Received
<u>Judson</u>	<u>1981</u>	<u>VOE</u>	<u>Graduated</u>
<u>Palo Alto College</u>	<u>2013-2017</u>	<u>Mediculture</u>	<u>_____</u>

SKILLS AND EXPERIENCE

Please use the space below to provide any additional information, special training, experience, or interests relevant to your application.

I've been working with plants & such - landscaping, greenhouse work and my father's lawn mower business

Graduated from Palo Alto 2017

I'd like to be more involved in the community

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CONVICTIONS

Have you ever been convicted of a felony or other crime? Yes No

If yes, date and explanation: DWI 2000
I had my son in the car with
me.

REFERENCES (Optional)

Please list three individuals, not related to you, who can speak to your qualifications, experience, and suitability for the position.

Name	Address	Phone	Occupation
Jody Perkins	[Redacted]	[Redacted]	unemployed (SSI)
Richard Bundick	[Redacted]	[Redacted]	Dist. Mgr @ Argyle
LAURA DIXON	[Redacted]	[Redacted]	Mgr.

ETHICS & CONFLICT OF INTEREST ACKNOWLEDGMENT

I acknowledge that, if appointed, I will comply with all applicable City of Kirby ordinances, state laws, and ethical standards governing public service. I agree to disclose any conflicts of interest and abstain from participation in matters where a conflict exists.

I acknowledge and agree to the above statement.

APPLICANT CERTIFICATION

I certify that the information provided in this application is true and complete to the best of my knowledge.

Signature of Applicant: [Handwritten Signature] Date: 5-11-20

Applications are kept on file for one (1) year from date received. Submission of this application does not guarantee appointment.

CITY USE ONLY

Date Received _____

Board/Commission Requested _____

Reviewed By _____

Council Appointment Date _____

<input type="checkbox"/>	DISCUSSION AND
<input checked="" type="checkbox"/>	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
AGENDA ITEM SUMMARY**

DATE: MAY 28, 2026

AGENDA ITEM: 9.

Items for Individual Consideration

Discussion and Possible Action on Appointing Council Liaisons to Committees and Commissions

- a. Animal Advisory Committee
- b. Beautification and Recycle Committee
- c. Building and Standards Commission
- d. Kirby Crime Control and Prevention District Board
- e. Economic Development Committee
- f. Planning and Zoning Commission

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

**CITY OF KIRBY
CITY COUNCIL MEETING
AGENDA ITEM SUMMARY**

DATE: MAY 28, 2026

AGENDA ITEM: 10.

10. Closed Session: The City of Kirby City Council will convene an executive session on the following items pursuant to the Texas Government Code Section 551.071, Consultation with Attorney, a governmental body may not conduct a private consultation with its attorney except:

(1) when the governmental body seeks the advice of its attorney about:

(A) pending or contemplated litigation; or

(B) a settlement offer; or

(2) consultation with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter,

- Roger Romans Case Update.

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

**CITY OF KIRBY
CITY COUNCIL MEETING
AGENDA ITEM SUMMARY**

DATE: MAY 28, 2026

AGENDA ITEM: 11.

11. Open Session: The City of Kirby City Council will reconvene in open session for possible action on the items discussed in executive session.

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

**CITY OF KIRBY
CITY COUNCIL MEETING
AGENDA ITEM SUMMARY**

DATE: MAY 28, 2026

AGENDA ITEM: 12.

12. City Manager Update:

- 2025 Annual Report
- Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
Cybersecurity Workshop May 19, 2026
- Texas Municipal Human Resources Association (TMHRA) Conference May 6 – May 8, 2026
- City Manager Coffee – Wednesday, May 13, 2026
- Ride Against Bullying Bike Month Event May 30, 2026
- Juneteenth June 19, 2026, City Hall Closed
- Beautification and Recycling Committee Meeting Monday, June 8, 2026, 6:00pm
- Planning and Zoning Commission Meeting Tuesday, June 9, 2026, 6:30pm
- Regular City Council Meeting June 11, 2026, 7:00pm & June 25, 2026, 7:00pm
- Kirby Crime Control and Prevention District Board June 16, 2026, 5:30pm