

City of Uvalde

CITY COUNCIL AGENDA

SPECIAL MEETING
Tuesday April 2, 2024
6:00PM



COUNCILMEMBERS:

Cody Smtih - Mayor

Everardo "Lalo" Zamora - District 1

Hector R. Luevano – District 2

Eloisa R. Medina – District 3

Stephen E. Balke – District 4

Ernest W. "Chip" King, III – District 5

**CITY OF UVALDE, TEXAS
SPECIAL CITY COUNCIL MEETING
6:00PM, TUESDAY APRIL 2, 2024
CITY HALL COUNCIL CHAMBERS
AGENDA**

Page

- 1. CALL MEETING TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**
 - 4.A. Proclamation declaring April as Code Enforcement Month.
- 5. EXECUTIVE SESSION**
 - 5.A. Convene into executive session pursuant to Texas Government Code Section 551.071, Consultation with Attorney, to discuss pending or contemplated litigation or 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 Chapter 551, related to the Robb Elementary School incident on May 24, 2022.
- 6. CITIZENS INPUT**

Citizens are requested to sign up prior to council meeting if requesting time to address council. Presentations will be limited to no more than three (3) minutes.
- 7. CONSENT AGENDA**

(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests an item be removed and considered separately).

 - 7.A. Consider the minutes of the March 12, 2024 Regular City Council meeting.
[Regular Council - Mar 12 2024 - Minutes - Pdf](#)
 - 7.B. Consider payment of bills over \$5,000.00 from March 8, 2024, through March 22, 2024.
[AP in Excess of 5000 ending MARCH 28TH](#)
 - 7.C. Consider resolution designating properties that will receive the historic tax incentive for 2023.
[2024 Tax Incentive Resolution](#)
- 8. NEW BUSINESS**
 - 8.A. Consider approving a resolution authorizing the suspension of the April 4, 2024, effective date of AEP Texas Inc.'s requested rate change, and approve the hiring of Lloyd Gosselink Attorneys and consulting services to negotiate with the company and direct any necessary litigation and

appeals.

[Business of the Council Report - Business of the Council Report-24-019 - Pdf](#)
[OJ Cities - Resolution for AEP Texas 2024 Rate Case](#)

- 16 - 21 8.B. Consider the request from Javier Gonzalez for outside the city limits utility services, the property is located at 2344 Knox St.
[OCL J. Gonzales 2344 Knox St.](#)
- 22 - 31 8.C. Consider engaging CDS Muery for the engineering and surveying services for sanitary sewer improvements for the proposed Uvalde Regional Behavioral Health Crisis Center.
[CDS Muery Engineering & Surveying Services](#)
[Proposal Final - Uvalde Regional Behavioral Health Crisis Center](#)
- 32 - 33 8.D. Consider declaring local state of disaster due to immigration crisis.
[IM DECLARATION](#)

9. ADJOURNMENT

Certificate: I certify that the above and foregoing notice was posted in compliance with 551.043, Texas Government Code at 4:00 P.M. on March 28, 2024.

Vince DiPiazza, City Manager

In this Notice of Open Meeting, the posting of an agenda item as a matter to be discussed in open session is not intended to limit or require discussion of that matter in open session if it is otherwise appropriate to discuss the matter in executive session. If, during the discussion of any agenda item, a matter is raised that is appropriate for discussion in executive session the council may, as permitted by law, convene into executive session to deliberate on the matter. The posting of an agenda item as a matter to be discussed in executive session is not intended to limit or require discussion of that matter in executive session. The council may discuss in open session any matter for which notice has been given in this notice of open meeting including an agenda item posted for executive session. In no event, however, will the council take action on any agenda item in executive session, whether it is posted for open or executive session discussion.

City Hall Municipal Building is wheelchair accessible with accessed and special parking available on the West Side of the Building. The Council Chamber is accessible by elevator to the second floor. Requests for special services must be received forty-eight (48) hours prior to meeting time by calling City Hall (830) 278-3315.

CERTIFICATION

I, the undersigned authority, do hereby certify that the attached agenda of meeting of the City of Uvalde City Council is a true and correct copy and that I posted a true and correct copy of said notice on two glass public notice cases at City Hall, readily accessible to the general public at all times, and said Notice was posted on the 28 day of March 2024 and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Sorayda A. Sanchez, City Secretary

I certify that the attached agenda of items to be considered by the City Council was removed by me from the City of Uvalde City Hall glass public notice cases on the ____ of _____, 2024.

Title: _____



MINUTES

Regular City Council Meeting

6:00PM - March 12, 2024

City Hall-Council Chambers

101 E. Main St.

Uvalde, TX 78801

The Regular City Council Meeting of the City of Uvalde was called to order on Tuesday March 12, 2024, at 6:00PM, in the City Hall, Council Chambers, with the following members present:

COUNCIL Cody Smith-Mayor
PRESENT: Everardo "Lalo" Zamora-Council Member District 1
Hector R. Luevano-Council Member District 2
Eloisa R. Medina-Council Member District 3
Stephen Balke-Council Member District 4
Ernest "Chip" King-Council Member District 5

COUNCIL
ABSENT:

STAFF Vince DiPiazza-City Manager
PRESENT: Joe A. Cardenas-Assistant City Manager
Paul Tarski-City Attorney
Sorayda A. Sanchez-City Secretary
Susan Anderson-Director of Planning and Development
Felix Castillo-Director of Finance
Assistant Chief Homer Delgado-Uvalde Police Department
Daniel Diaz-Desktop Support
Fernando Fernandez-Uvalde Police Department
Juan Hernandez-Fire Marshal
Larissa Rodriguez-Director of Human Resources
Jose Saucedo-Code Enforcement Officer
Adrian Trevino-IT Administrator

1. CALL MEETING TO ORDER

2. INVOCATION

Invocation by Emma Trimble, Peace Ministries.

3. PLEDGE OF ALLEGIANCE

4. CITIZENS INPUT

Citizens are requested to sign up prior to council meeting if requesting time to address council. Presentations will be limited to no more than three (3) minutes.

The following citizens addressed Mayor and Council and expressed their thoughts on the law enforcement response to the Robb School incident.

Kim Rubio

Brett Cross

Gloria Casarez
Javier Casarez
Jennifer Gilleland
Veronica Mata
Jesse Rizo
Diana Olvedo-Karau
Dora Mendoza, on behalf of Berlinda Arreola
Harry Jimenez
Daniel Myers
Vincent Salazar
Denise Feldtman
Roy Mata

5. **CONSENT AGENDA**

(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests an item be removed and considered separately).

- 5.A. Consider the minutes of the February 27, 2024 Regular City Council meeting and the March 7, 2024 Special City Council meeting.
- 5.B. Consider payment of bills over \$5,000.00 from February 23, 2024, through March 8, 2024.

Motion to approve consent agenda items 5A and 5B made by Council Member Chip King. Motion seconded by Council Member Stephen Balke. Motion carried 6-0.

6. **PUBLIC HEARING AND ZONING MATTERS**

6.A. **CASE FILE 10-24PZ**

Consider the request of **Slate Creek Ranch (Roland Garcia)**, property owner **is requesting a re-zone from Business-1 to Residential 2b. The property is located at 203 N. College Ln., NCB 245, Campbell Subdivision Blk 9, 10 Lot 8-C PT, City of Uvalde, Uvalde County Texas.**

- a) Staff comments
- b) Public hearing
- c) Reconvene meeting for discussion and decision on application

Susan Anderson, Director of Planning and Development explained to Mayor and Council that this is a request to rezone a property. The property faces College Lane behind the Resiliency Center. The property owner plans to build 3, 2 bedroom 1 bath units there and this zoning allows for 4 units. There were 14 letters mailed, 12 received, 2 unclaimed, and 1 received was against.

Public hearing opened at 7:55PM

Public hearing closed at 7:55PM

Motion to approve Case File 10-24PZ made by Council Member Stephen Balke.

Motion seconded by Council Member Lalo Zamora. Motion carried 6-0

6.B. **CASE FILE 11-24PZ**

Consider the request of **Karen Douglas, representing AT&T, applicant is requesting a re-zone from Residential 1 to Factory Industrial-Division 1. The property is located at 201 N. High St., NCB 41, Old Town Subdivision,**

BLK 4, Lot 47, 55A, 63A, 71A, 79A, City of Uvalde, Uvalde County Texas.

- a) Staff comments
- b) Public hearing
- c) Reconvene meeting for discussion and decision on application

Susan Anderson, Director of Planning and Development explained to Mayor and Council that this is a request from AT&T to rezone a property from residential 1 to factory industrial-division 1. Mrs. Anderson stated that AT&T would like to place an 80ft. tower on the property. There were 15 letters mailed, 2 received, no comments in favor or against. This case did not pass at the Planning and Zoning Commission meeting.

Public hearing opened at 7:57PM

Citizen Rosemberg Risa addressed the Mayor and Council. Mr. Risa stated he is against AT&T placing a tower on the property. He is afraid that if the structure were to collapse, it could land on the school located directly across the street.

Karen Douglas, AT&T Representative addressed Mayor and Council. Mrs. Douglas provided a copy of the plans for the tower and stated that a fall study was conducted and the results show that the tower has a 0ft fall radius.

Public hearing closed at 8:00PM

The Planning and Zoning Commission denied this request at their March 5 meeting. For this case to be overturned, a super-majority vote to approve this request is needed. Motion to deny Case File 11-24PZ made by Mayor Cody Smtih. Motion seconded by Council Member Lalo Zamora. Roll call vote: Council Member Eloisa Medina, aye, Council Member Stephen Balke, aye, Mayor Cody Smith, aye, Council Member Lalo Zamora, aye. Council Member Hector Luevano, nay, Council Member Chip King, nay. Motion to deny passed 4-2.

The decision made by the Planning and Zoning Commission remains due to the council not overturning their decision.

6.C. CASE FILE 12-24PZ

Consider the request of Araceli Castaneda, property owner is requesting a re-zone from Residential-4 to Commercial Residential 1. The property is located at 440 S. Getty St., NCB 73, Heard Subdivision, BLK Q, Lot 7 A, 8 A, City of Uvalde, Uvalde County Texas.

- a) Staff comments
- b) Public hearing
- c) Reconvene meeting for discussion and decision on application

Susan Anderson, Director of Planning and Development explained to Mayor and Council that this is a request to rezone the property from residential-4 to commercial residential 1. There were 18 letters mailed, 15 received, 3 unclaimed, 2 letters received were against and 1 received was in favor with no additional comments.

Public hearing at 8:06PM

Public hearing 8:06PM

Motion to approve Case File 12-24PZ made by Council Member Chip King. Motion seconded by Council Member Stephen Balke. Motion carried 6-0.

6.D. CASE FILE 08-24PZ

Consider the request of the City of Uvalde, applicant would like to amend Title 17-Zoning, Section 17.20.018 and Section 17.20.020 in reference to Short Term Rentals.

- a) Staff comments
- b) Public hearing
- c) Reconvene meeting for discussion and decision on application

Susan Anderson, Director of Planning and Development reviewed the proposed changes with Mayor and Council. The changes are as follows:

Change from Special Use Permit to Conditional Use Permit

Change from Bed and Breakfast to Short Term Rental

Change from Residential 1 to Single Family Residential Zones

Change for parking spaces went from one off street parking space per guest to one space per sleeping room.

Change from guest room to sleeping room.

Change from 14 days maximum length of stay to 29 days maximum length of stay.

Change for signs to follow City of Uvalde sign control ordinance to signs will follow home occupation signage.

Change for permit fees to read, property owner must register with the city and pay Hotel Occupancy Taxes.

Change for meals to read, guests may prepare their meals.

Change for linens to read owner of the facility shall provide clean linens.

Change to inspections to read code enforcement department will conduct annual inspections. Inspection fee \$75.00.

Public hearing opened at 8:10PM

There were questions from audience members questions regarding the duration of the stay and regarding annual inspections.

Public hearing closed at 8:15PM

Motioned to approve Case File 08-24PZ made by Council Member Chip King. Motion seconded by Council Member Lalo Zamora. Motion carried 6-0.

7. NEW BUSINESS

- 7.A.** Consider declaring local state of disaster due to immigration crisis.

Motion to approve agenda item 7A made by Council Member Chip King. Motion seconded by Council Member Stephen Balke. Motion carried 6-0.

8. EXECUTIVE SESSION

- 8.A.** Convene into executive session pursuant to Texas Government Code Section 551.071, Consultation with Attorney, to discuss pending or contemplated litigation or 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 Chapter 551, related to the Robb Elementary School incident on May 24, 2022.

Convened into executive session at 6:01PM.

Reconvened from executive session at 7:02PM

No action taken.

- 8.B.** Convene into executive session pursuant to Texas Government Code Section 551.072, deliberations regarding real property.

9. ADJOURNMENT

Motion to adjourn made by Council Member Chip King. Motion seconded by Council Member Lalo Zamora. Motion carried 6-0.

Meeting adjourned at 8:15PM

Mayor

City Secretary



Accounts Payable in Excess of \$5,000

For the period ending March 28nd 2024

Requesting Approval to RELEASE payment

*** The following payments are being held and will be released upon approval ***

NAME	AMOUNT	DESCRIPTION	DEPARTMENT	DEPT. HEAD	APPROVED BY
Uvalde Commerce & Visitor	\$11,177.25	Hot Tax Invoice # 1020	Hotel Motel	John Yeackle	Sonia Hernandez
Wastequip	\$6,901.25	100 qty `96 gallons refuse containers	Collection	Juan Zamora	Felix Castillo
Paul Tarski	\$9,400.00	Legal fees May 24th	Gen. Govt	Felix Castillo	Vince Di Piazza
Stearns, Conrad and Schmidt Consulting Engineers	\$6,535.00	Evaluation remaining airspace operation	Landfill	Juan Zamora	Felix Castillo
Clarks Welding	\$33,800.0	Raise & repair roof @ shop labor only	Service Center	Juan Zamora	Felix Castillo
Cartodyne	\$7165.79	GIS quarterly and GIS support	Water, Waste Water	Juan Zamora	Sonia Hernandez
No Limits Landscape	\$20,125.00	Mulch – Land clearing qty: 11.50	Airport	Joe Cardenas	Felix Castillo

NAME	AMOUNT	DESCRIPTION	DEPARTMENT	DEPT. HEAD	APPROVED BY
Bri Bagwell Music LLC	\$6,000.00	Honey Fest performance 4-6-24	Main Street	Gloria Resma	Sonia Hernandez

RESOLUTION 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF UVALDE, TEXAS DESIGNATING PROPERTIES
THAT WILL RECEIVE THE HISTORIC TAX
INCENTIVE OF 2024.**

WHEREAS, the City Council of the City of Uvalde, Texas desires to encourage the maintenance and upkeep of historic properties within the city; and

WHEREAS, the Texas Property Tax Code Sec. 11.24 authorizes local governments to give exemptions to historic properties; and

WHEREAS, the City council adopted such an exemption in 2016;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
UVALDE, TEXAS**

The following properties shall receive the exemption for 2024 as set forth in Chapter 3.16.030 of the Uvalde Code of Ordinances:

14522	10900 OLD TOWN LOT 188C BLK 11	116 N. East St.
14523	10900 OLD TOWN LOT 188A, 189A, 189B BLK 11	122 N. East St.
14503	10900 OLD TOWN LOT 185B BLK 10	100 S. East St.
14504	10900 OLD TOWN 185C BLK 10	103 E. Main St.
14508	10900 OLD TOWN 167B, 168B-2, 168B-1 BLK 11	110 N. Getty St.
102875	10900 OLD TOWN LOT 143C, 143D, 144B, 144C 145B, 145G BLK 7	113 N. Getty St.
14507	10900 OLD TOWN LOT 167A, 168A BLK 11	116 N. Getty St.
14457	10900 OLD TOWN LOT 147A BLK 8	201 N. Getty St.
14543	10900 OLD TOWN LOT 173A SW PT OF 174 BLK 12	218 N. Getty St.
14428	10900 OLD TOWN LOT 152A-2 BLK 8	235 N. Getty St.
14714	10900 OLD TOWN LOT B21 (1-12-1991) BLK 21	311 N. Getty St.
14713	10900 OLD TOWN LOT B1 BLK 21	317 N. Getty St.
10150	00300 ANGLIN SUBDIVISION LOT 18B BLK 18	524 N. Getty St.
15590	12900 SOUTHERN SUBDIVISION LOT 1A, 2A BLK C	300 S. Getty St.
15596	12900 SOUTHERN SUBDIVISION LOT 1, 2, 3, 4 BLK D	301 S. Getty St.
15597	12900 SOUTHERN SUBDIVISION LOT 5, 6 BLK D	319 S. Getty St.
14519	10900 OLD TOWN LOT 186B, 187C BLK 11	100 E. Main St.
119393	10900 OLD TOWN LOT 124, 125 WEST BLK 7	114 W. Main St.
14418	10900 OLD TOWN LOT 145A, 146A-1 BLK 7	123 W. Nopal St.
14399	10900 OLD TOWN LOT 108A, 114A, 128A BLK 7	129 W. Nopal St.
14512	10900 OLD TOWN LOT 169B BLK 11	114 E. North St.
14417	10900 OLD TOWN LOT 144D BLK 7	114 W. North St.
14421	10900 OLD TOWN LOT 145F BLK 7	118 W. North St.
14419	10900 OLD TOWN LOT 145C BLK 7	120 W. North St.
14424	10900 OLD TOWN LOT 146B BLK 7	122 W. North St.
14412	10900 OLD TOWN SUBDIVISION 128B BLK 7	101-105 N. Piper Ln.
14408	10900 OLD TOWN LOT 108B, 114B BLK 7	106 W. Roberts Ln.

14409 10900 OLD TOWN LOT 124, 125, 126B EAST BLK 7
14410 10900 OLD TOWN LOT 126A BLK 7
14411 10900 OLD TOWN LOT 127A BLK 7

105 N. West St.
115 N. West St.
127 N. West St.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF MARCH 2024

CITY OF UVALDE, TEXAS

ATTEST:

Cody Smith, Mayor

Sorayda A. Sanchez, City Secretary



CITY OF UVALDE

P.O. BOX 799, 78802-0799
(830) 278-3315
FAX: (830) 278-2234

BUSINESS OF THE COUNCIL

SUBJECT: Consider approving resolution intervening in a rate change request from AEP Texas, pending before the Public Utility Commission.

PREPARED FOR: Mayor and Council

MEETING DATE: April 2, 2024

STAFF CONTACT: Vince DiPiazza, City Manager

MEETING TYPE: Special City Council

DEPARTMENT/GROUP:Administration

MEETING: Special City Council - Apr 02 2024

BACKGROUND INFORMATION:

Objective:

Early this month, we received a copy of a rate increase application from AEP that is being filed with the Public Utility Commission of Texas. Although we have dealt with small rate adjustments in the last few years, this will be AEP’s first comprehensive case since 2020.

AEP is seeking to increase system-wide distribution rates by \$100.4 million per year (an increase of 13.1%) and increase system-wide transmission rates by \$63.1 million (an increase of 9.29%). According to AEP Texas, the impact of this approval on an average residential customer would be an increase of about \$4.59 per month.

As has become routine, the group, “Cities Served by AEP” is gearing up to challenge the rate proceeding. The attached resolution suspends the rate filing, authorizes intervention in the PUC proceeding, and approves the hiring of Lloyd Gosselink, the law firm the cities have used in the past. All costs incurred by the cities are reimbursable from AEP.

Recommended Action: Approve the resolution.

BUDGET INFORMATION:

Was this a budgeted item? N/A

If not, where will funds be allocated from? N/A

<u>Expenditure Amount:</u>	<u>Budget Amount:</u>
<u>Annual Cost:</u>	<u>One Time Cost:</u>

Vendor Quotes

RESOLUTION 2024-

RESOLUTION OF THE CITY OF _____ SUSPENDING THE APRIL 4 2024 EFFECTIVE DATE OF AEP TEXAS INC.'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TEXAS AND AUTHORIZING INTERVENTION IN AEP TEXAS INC.'S REQUESTED RATE CHANGE PROCEEDINGS BEFORE THE COMMISSION; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, on or about February 29, 2024, AEP Texas Inc. (“AEP Texas” or “Company”), pursuant to Public Utility Regulatory Act (“PURA”) §§ 33.001 and 36.001 filed with the City of _____ (“City”) a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective April 4, 2024 and

WHEREAS, the City is an electric utility customer of AEP Texas and a regulatory authority with an interest in the rates and charges of AEP Texas; and

WHEREAS, the City is a member of the Cities Served by AEP Texas (“Cities”), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP Texas’ service area; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility; and

WHEREAS, the City’s consultants and attorneys recommend that the City suspend the application for further review.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UVALDE, TEXAS:

SECTION 1. That the April 4, 2024, effective date of the rate request submitted by AEP Texas on or about February 29, 2024, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City joins other Cities Served by AEP Texas in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 3. That the City shall work with Cities Served by AEP Texas in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Public Utility Commission of Texas' consideration of AEP Texas' rate filing in Docket No. 56165 as it affects the customers in the unincorporated areas of AEP Texas' service territory.

SECTION 4. That the City's reasonable rate case expenses shall be reimbursed by AEP Texas.

SECTION 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6. A copy of this Resolution shall be sent to AEP Texas, care of Jennifer Frederick, American Electric Power Company, 400 West 15th Street, Suite 1520, Austin, Texas 78701 (aepaustintx@aep.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this _____ day of _____, 2024.

MAYOR

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



CITY OF UVALDE
 Uvalde, Texas
 P.O. Box 799, 78802-0799
 (830) 278-3315
 FAX: (830) 278-2234

**OUTSIDE THE CITY LIMITS
 APPLICATION FOR UTILITY SERVICE**

Name: Javier Gonzales	Date: 12-4-23
Address: 2344 Knox St.	Phone Number: 830-486-2314
Physical location of utility: 2344 Knox St.	Address provided by 9-1-1 Regional Services: 2344 Knox St.
Type of service requested: Water: <input checked="" type="checkbox"/> Sewer: <input checked="" type="checkbox"/> Gas: <input type="checkbox"/> <small>Note: when applying for sewer services, applicant <u>must</u> also apply for city water services.</small>	Property size (acres/square footage): <small>Provide a copy of the property plat or survey and legal description of the property with this application.</small>
Connection: one <input checked="" type="checkbox"/> multiple <input type="checkbox"/> If multiple connections provide number of connections : _____	Is service requested for an existing structure: yes <input type="checkbox"/> no <input checked="" type="checkbox"/> If yes, when was it built? _____
Is service requested for new construction? <u>yes</u> If yes, what type? Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Subdivision <input type="checkbox"/> If subdivision is selected, is this a new subdivision? _____	Are you connected to the city sewer system? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> How are you receiving water services presently? _____

I understand availability *does not constitute APPROVAL* and final approval must be granted by the City Council at a Regular scheduled meeting. I also understand that I will be notified of the meeting date and if the utility service is granted. I understand that I will have to abide by all City rules and regulation concerning utility service, including the installation and annual inspection of a backflow prevention device. I acknowledge that I have received a copy of the City of Uvalde's Outside the City Limits Utility Services Policy.

Javier Gonzales
 Signature

This application was approved _____ or disapproved _____ at the Regular City Council Meeting held on _____.

 City Manager

 City Secretary

****Note: You or your representative must attend the Regular City Council meeting to answer any questions from the Council or the public. The City will inform you of the date of the Council meeting. Services must be connected within one year or the application will expire.**

16x81 1300 sqft Triplex

6x8 porches

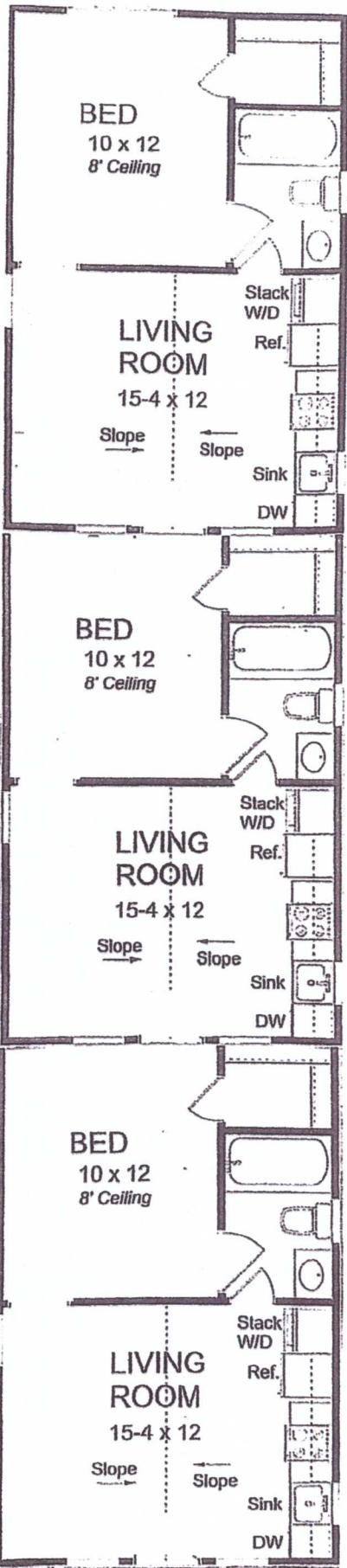
Gable roof / shingles

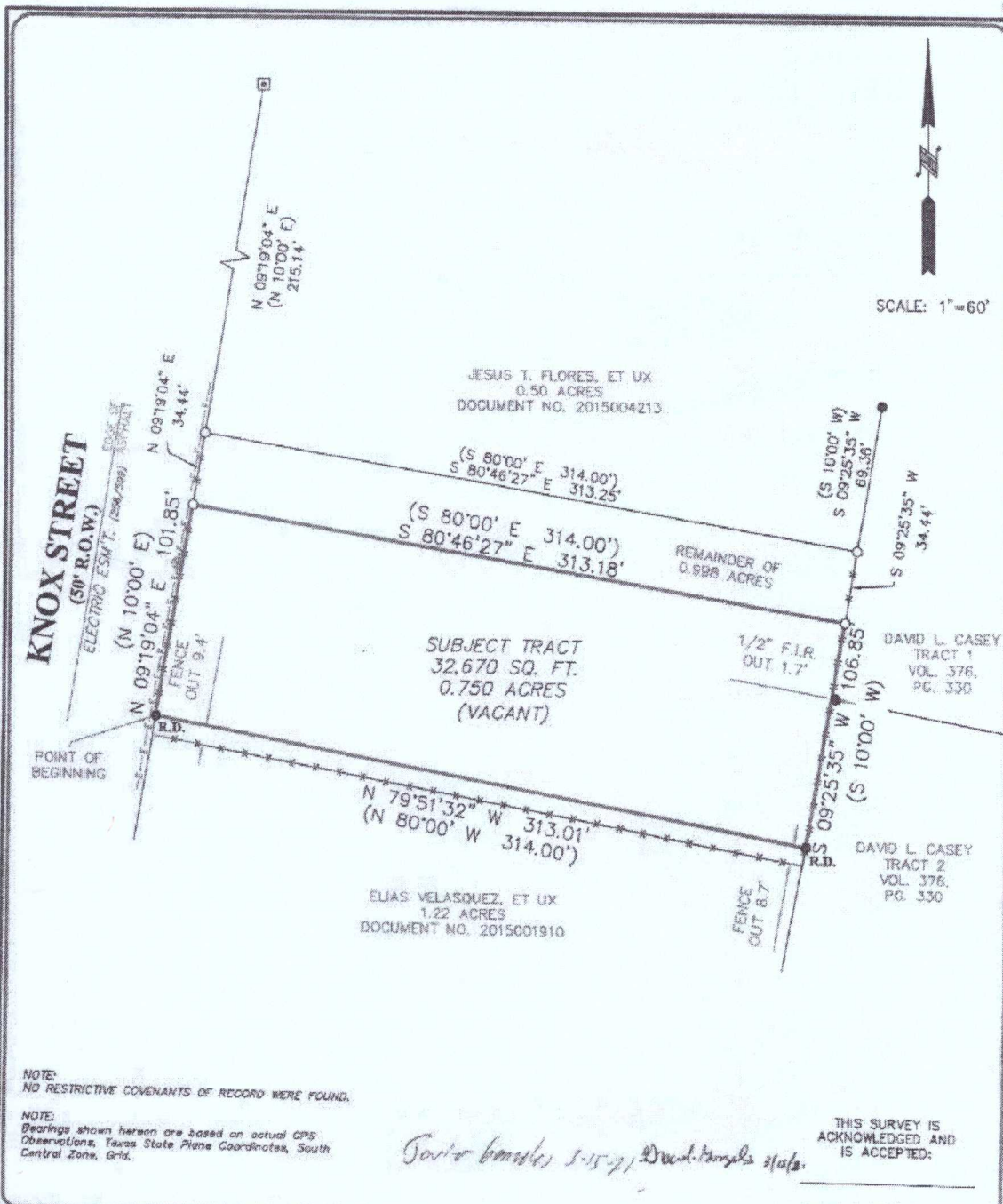
Smart siding / Trim

Sealed concrete floors

Sheetrock finish

Shaker cabinets / Granite tops





NOTE:
NO RESTRICTIVE COVENANTS OF RECORD WERE FOUND.

NOTE:
Bearings shown herein are based on actual GPS Observations, Texas State Plane Coordinates, South Central Zone, Grid.

THIS SURVEY IS
ACKNOWLEDGED AND
IS ACCEPTED:

Vendor bonded, 1-15-21, David Gonzales state.

FLOOD ZONE INTERPRETATION: IT IS THE RESPONSIBILITY OF ANY INTERESTED PERSONS TO VERIFY THE ACCURACY OF FEMA FLOOD ZONE DESIGNATION OF THIS PROPERTY WITH FEMA AND STATE AND LOCAL OFFICIALS. AND TO DETERMINE THE EFFECT THAT SUCH DESIGNATION MAY HAVE REGARDING THE INTENDED USE OF THE PROPERTY. The property made the subject of this survey appears to be included in a FEMA Flood Insurance Rate Map (FIRM), identified as Community No. 48453C, Panel No. 0908 E, which is Dated 11/04/2019. By relying from that FIRM, it appears that all or a portion of the property may be in Flood Zone(s) X-1. Because this is a boundary survey, the survey did not take any actions to determine the Flood Zone status of the surveyed property other than to interpret the information set out on FEMA's FIRM, as described above. THIS SURVEYOR DOES NOT CERTIFY THE ACCURACY OF THIS INTERPRETATION OF THE FLOOD ZONES, which may not agree with the interpretations of FEMA or state or local officials, and which may not agree with the tract's actual conditions. More information concerning FEMA's Special Flood Hazard Areas and Zones may be found at <https://msd.fema.gov/portal>.

Property Address:
2405 KNOX STREET

Property Description:

Being 0.750 acres of land, more or less, being out of a 4.469 acres tract of land described in Volume 172, Pages 925-926 and out of the Survey No. 72 Carlos Hulzar, Original Grantor, Abstract 241, in Uvalde County, Texas, being that same property described in a Warranty Deed with Vendor's Lien recorded in Document No. 2013062226, Official Public Records, Uvalde County, Texas, said 0.750 acres being more particularly described by metes and bounds attached hereto.

Owner:

JAVIER GONZALES AND GRACIELA GONZALES

FIRM REGISTRATION NO.
1011700

Westar Alamo
LAND SURVEYORS, L.L.C.
P.O. BOX 1845 BOERNE, TEXAS 78009
PHONE (210) 372-9800 FAX (210) 372-8999

- LEGEND**
- - FND. TYPE I MONUMENT
 - - FND. 1/2" IRON ROD
 - () - RECORD INFORMATION
 - B.S. - BUILDING SETBACK
 - R.D. - RECORD DIGNITY MONUMENT
 - ⊙ - POWER POLE
 - - SET 5/8" IRON ROD CAPPED W/LS
 - E- - OVERHEAD ELECTRIC

STATE OF TEXAS
REGISTERED
MARK J. EWALD
PROFESSIONAL
LAND SURVEYOR
5095

I, MARK J. EWALD, Registered Professional Land Surveyor, State of Texas, do hereby certify that the above plat represents an actual survey made on the ground under my supervision, and there are no discrepancies, conflicts, shortages in area or boundary lines, or any encroachment or overlapping of improvements, to the best of my knowledge and belief, except as shown herein.

Mark J. Ewald

DRAWN BY: BLE

MARK J. EWALD
Registered Professional Land Surveyor
Texas Registration No. 5095

G.F. NO. SET-11-4300232001955-WD JOB NO. 101971 TITLE COMPANY: CHICAGO TITLE DATE: 01/22/2021

15



Middle Rio Grande Development Council

9-1-1 Regional Planning Services
Toll Free: 1-888-945-3940

Date:
1/5/2023

To Whom It May Concern:

This letter does NOT verify a person's residency.
This letter verifies a location's address in the 9-1-1 system.

Please find below your **Physical Address** assignment for the location listed below. This address will be used for emergency services and perhaps for other purposes like: utility connection, parcel deliveries, and other services.

County Appraisal District Property ID: 123889

GPS Coordinates: 29.239193, -99.793984

**Your Address is: 2344 KNOX ST
"UNITS A,B,C"**

County: UVALDE

PLEASE NOTE:

IF YOU RECEIVE MAIL AT THIS LOCATION YOU NEED TO NOTIFY THE POST OFFICE OF THIS ADDRESS

IMPORTANT:

Please make sure you update all companies & agencies with your physical address.

It is URGENTLY IMPORTANT

That you post your Physical address number and that it is visible from the road!

9-1-1 Regional Planning Department

Memo

January 4, 2024

Vince DiPiazza

City Manager

Re: Request for OCL Utility Service at 2344 Knox Street, Uvalde, TX. 78801

Javier and Graciela Gonzales are requesting city sewer and water service for property ID 123889 which is located at 2344 Knox Street, Abstract 241, Survey 72. The property is 0.750 acreage in size. The area adjacent to the requested location is Residential. All plumbing work must be done by a licensed master plumber who has been issued the appropriate permits and passes all inspections done by the City.

A Reduce Pressure Zone (RPZ) Backflow Preventer *must be installed for any outside city services (OCL) request.* This location may or may not have an irrigation system, a water well, a swimming pool, or a water trough which require an RPZ. Regardless of the possibility of any cross contamination occurring at that property, a Reduce Pressure Zone (RPZ) Backflow Preventer must be installed by a licensed installer and checked prior to receiving water services and checked annually by a licensed Backflow Prevention Assembly Tester.

In addition, plumbing inspections will be conducted during the construction of a new residential/commercial building/s, or the moving of any building into an OCL property. Don't hesitate to get in touch with me at least 24 hours before any plumbing inspection at (830) 278-3316.

Therefore, under the above-stated conditions, the staff approves the applicants request as long as the applicants meet all city requirements and *if it is feasible* for the city to extend the services.

Sincerely,



Richard Lara
Building Official and
Plumbing Inspector PI#2929
City of Uvalde



CITY OF UVALDE
Uvalde Texas

P.O. Box 799, 78802-0799
(830) 278-3315
FAX: (830) 278-2234

January 18, 2023

To: Vince DiPiazza

From: Juan Zamora

RE: OCL Water –Sewer - Javier & Graciela Gonzalez – 2344 A, B, C Knox Street

There are no technical objections to allow Javier Gonzalez to tie into the City water and sewer system, with the following requirements:

1. Customer must be connected to a septic system approved by the Uvalde County Health Dept. or City of Uvalde Water / Sewer system.
2. Only one connection will be allowed per meter.
3. All materials and labor will be at the customer's expense.
4. **A backflow prevention device (RPZ) must be installed for each meter and tested by a current backflow specialist before having service connected.**
5. Customer will pay for any additional time, labor and equipment utilized if rock is encountered.
6. All work performed must be inspected by the City of Uvalde Building inspector.

Note: City sewer line is only 32 inches deep at property line.



CITY OF UVALDE

P.O. BOX 799, 78802-0799
(830) 278-3315
FAX: (830) 278-2234

BUSINESS OF THE COUNCIL

SUBJECT: Consider engaging CDS Muery for the engineering and surveying services for sanitary sewer improvements for the proposed Uvalde Regional Behavioral Health Crisis Center.

PREPARED FOR: Mayor & Council

MEETING DATE: March 26, 2024

STAFF CONTACT: Joe Cárdenas, Assistant City Manager

MEETING TYPE: Regular Council

DEPARTMENT/GROUP: Administration

MEETING: Regular Council - Mar 26 2024

BACKGROUND INFORMATION:

Objective: with the approval of this proposal, CDS Muery Services will commence with the engineering, design and surveying services required to create a set of plans & specs for the needed sewer line improvements to service this behavioral health crisis center. Upon completion of said plans, the city would go out for bids.

Recommended Action:

BUDGET INFORMATION:

Was this a budgeted item? No

If not, where will funds be allocated from? General fund

<u>Expenditure Amount: \$53,500</u>	<u>Budget Amount: -0-</u>
<u>Annual Cost:</u>	<u>One Time Cost:</u>

Vendor Quotes

<u>Name of Vendor:</u>	<u>Cost:</u>
CDS Muery Services	

Sorayda Sanchez, City Secretary

Approved - Mar 21 2024



March 20, 2024

Mr. Joe Cardenas
Assistant City Manager
City of Uvalde
101 E. Main
PO Box 799
Uvalde, Texas 78802

**RE: PROFESSIONAL ENGINEERING AND SURVEYING SERVICES PROPOSAL
SANITARY SEWER IMPROVEMENTS for UVALDE REGIONAL BEHAVIORAL HEALTH CRISIS
CENTER**

Dear Mr. Cardenas:

CDS Muery (CDSm) appreciates the opportunity to submit this proposal to provide Engineering and Surveying Services to the City of Uvalde.

The attached proposal breaks out the fees into Basic Services (Engineering) \$47,500 and Special Services (Surveying and Permitting) \$6,000 for a total of **\$53,500**. If this proposal meets with your approval, please execute by dating, signing, and forwarding a copy back to us.

Again, CDSm appreciates the opportunity to work with you and the City of Uvalde. If you have any questions or if I may be of further assistance, please do not hesitate to call.

Sincerely,

CDS Muery

John E. Rothe, PE, CFM
Principal

ACCEPTANCE:

City of Uvalde

This Proposal accepted this _____ day of _____, 2024.

By: _____
Title

Encl: Scope and Fee Description, Terms & Conditions, Rate Schedule

PART I - SCOPE OF SERVICES

CIVIL ENGINEERING and SURVEYING SERVICES PROPOSAL

CITY OF UVALDE SANITARY SEWER IMPROVEMENTS

For UVALDE REGIONAL BEHAVIORAL HEALTH CRISIS CENTER

The professional services described in this Scope of Services are offered to provide the civil engineering and surveying services necessary for the new sanitary sewer improvements for the Uvalde Regional Behavioral Health Crisis Center. The project will include the construction of approximately 2,800 LF of 12" PVC sewer line, a 30" bore, casing, and 12" carrier pipe under US Highway 90 to tie into an existing manhole on the north side of the highway, eight (8) new fiberglass manholes, 100 LF of driveway directional boring, and some miscellaneous cutting and replacing pavement. The anticipated civil engineering and surveying services applicable to the project include utility research and location, topography surveying (limited), sanitary sewer main design, TxDOT permitting, bid process coordination, and construction administration.

1. SCOPE OF BASIC SERVICES

A. ENGINEERING SUPPORT:

CDS Muery (CDSm) will provide engineering support services relevant to the design and construction of this project as follows:

1. Attend coordination meetings with the City of Uvalde, landowners, and other entities affecting the project design.
2. Represent the City of Uvalde at necessary meetings with County, State, and Federal authorities having regulatory powers over development of the project.

B. SANITARY SEWER MAIN DESIGN/CONSTRUCTION DOCUMENTS

CDSm will provide construction documents for the proposed improvements as follows:

1. **Site Plan/Dimensional Control Plan** - A dimensioned site plan will be prepared at a scale of 1"=20' showing approximate property boundary, existing surface features, and layout information for the proposed improvements. Details will be provided as necessary for clarity of design.
2. **Sanitary Sewer Main Layouts** – Sanitary Sewer main layouts will be prepared at a 1"=20' scale depicting approximate property/R.O.W. boundaries, existing surface features, existing contours, sewer main alignment, manhole locations, and service locations. Details will be provided as necessary for clarity of design.
3. **Specifications** - Provide technical specifications for sanitary sewer improvements to be incorporated into the final bid package.

C. COST ESTIMATE

Prepare a cost estimate of the project improvements and services required for the construction of the project.

D. BID PROCESS SUPPORT

- Prepare final bid packages to include plans, technical specifications, standard general conditions, and bid forms.
- Assist the City of Uvalde staff in the administration of the bid procedure and attend a pre-bid conference held by the City.
- Assist the City of Uvalde staff in selecting a Contractor for the project.
- Incorporate all wage rate modifications.
- Conduct bid opening.
- Tabulate, analyze, and review bids for completeness and accuracy.
- Assist City staff in bid evaluation and recommendation.

E. CONSTRUCTION ADMINISTRATION

- Attend a pre-construction conference.
- Make regular site visits as reasonably required by City staff to observe the progress, quality, and general conformance of construction activities.
- Review and process estimates for payment from Contractor.
- Issue requested information and supplemental information as reasonably requested by City staff.
- Review shop drawings and other submittals for approval.
- Prepare, as required, all field alterations to the contract for review and approval by the City.
- Make final inspection and coordinate final acceptance of the project by the City.

2. SCOPE OF SPECIAL SERVICES

A. DESIGN SURVEYING

Surveying services will be provided as follows:

Topographical survey of the proposed project limits and adjacent areas as necessary for design of the project. CDSm will field tie the existing water line to include valve and meter locations, and existing ground elevations between the south edge of US Highway 90 and the existing fence (apparent property line). CDSm will also field tie existing above ground improvements and identified utilities affecting design and construction. These facilities include Pavements, curbs, ground surface, water lines, sanitary sewers, storm sewers, buried telephone, Cable TV, gas lines, etc.

B. TXDOT UTILITY PERMIT

The Texas Department of Transportation (TxDOT) will require the City to acquire a utility permit since the proposed improvements will be placed within the state's US Highway 90

right of way. CDSm will prepare the permit documents and submit on behalf of the City on the TxDOT Right of Way Utility and Leasing Information System (RULIS). Construction cannot begin prior to the acquisition of the permit.

3. **SCOPE ADDITIONAL SERVICES**

Engineering and surveying services that become necessary by the project but are not specifically included in the Scope of Basic or Special Services, shall constitute "Additional Services". These services may include:

1. Revisions to substantially completed construction documents or drawings of substantially completed design calculations occasioned by changes in scope of work.
2. Geotechnical services required for the design or construction of the project.
3. Required filing or permit fees (to be paid by owner).
4. Surveying for additional topographic features outside scope of original work.
5. Surveying for acquisition of right-of-way/easements/real property.
6. Engineering services for alternative designs requested by the Owner not paid under the basic services Agreement.
7. Construction Phase services not specifically outlined in the Scope of Services, such as construction staking or engineering support services for correction of field errors committed by the Contractor.
8. Engineering or Surveying services associated with environmental issues such as permitting or hazardous waste cleanup.

At the time of contract execution, no Additional Services are anticipated. As the need arises, Additional Services will be negotiated by the Parties as to scope and fee and mutually agreed prior to initiation of the services. Additional Services will not be provided without written authorization from the City of Uvalde.

PART II - FEE & PAYMENT SCHEDULE

1. BASIC SERVICES

CDSm will provide the services described in Part II, Scope of Basic Services for a fixed fee of **\$47,500**. Invoices will be submitted monthly for services rendered during the previous month based on a percent complete basis. Invoicing shall not exceed the following phase milestone percentages of the total project fee:

Design Phase	80%	\$38,000
Bidding Phase	5%	\$ 2,375
Construction Phase	15%	\$ 7,175

2. SPECIAL SERVICES

CDSm will provide special services (project specific) as described in Part I, Scope of Special Services for the fixed fee(s) listed below:

Design Surveying	\$ 3,500
TxDOT Utility Permit	\$ 2,500

Invoices will be submitted monthly for services rendered during the previous month on a percent complete basis.

Total Design Fee	\$53,500
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3. ADDITIONAL SERVICES

CDSm will provide "Additional Services", as necessary, for design and construction administration of the Project. No additional services will be provided without written authorization from the City of Uvalde. When applicable, Additional services will be billed on a time and materials basis in accordance with the attached CDSm Rate Schedule.

4. PAYMENTS

Invoices shall be payable within 30 days after invoice date. If invoices are not paid within the 30 days, CDSm, without waiving any claim or right against the City of Uvalde, reserves the right to terminate performance of services. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% per month on the unpaid balance.

TERMS AND CONDITIONS

STANDARD OF CARE

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

TIMELINESS OF PERFORMANCE

The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

CERTIFICATIONS, GUARANTEES AND WARRANTIES

The Consultant shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence Consultant cannot ascertain.

BILLING/PAYMENTS

Invoices for Consultant services shall be submitted, at Consultant option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

LATE PAYMENTS

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

BURIED UTILITIES AND/OR STRUCTURES

Consultant will perform reasonable research to locate utility lines and other man-made objects that may exist beneath the site's surface. Client will furnish to Consultant all available records and information identifying the type and location of utility lines and other man-made objects beneath the site's surface.

Consultant will show on prepared drawings the locations of the subsurface facilities and locations of intended excavations or penetrations. Client will review the drawings and approve the penetration locations before any excavations or penetrations are made.

Client recognizes that, despite due care, Consultant may be unable to identify the location of all subsurface utility lines and man-made objects, and information obtained by Consultant may contain errors or be incomplete. Client shall, to the fullest extent permitted by law, waive any claim against Consultant, and indemnify and hold Consultant harmless from any claim or liability for injury or loss arising

from damage to or contact with buried utility lines or other buried man-made objects that were not called to Consultant's attention or which were not properly located on drawings furnished to Consultant.

CONSTRUCTION OBSERVATION

The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement.

The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

RISK ALLOCATION

To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for the Client's damages to the sum of \$100,000 or the Design Professional's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

JOBSITE SAFETY

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

RECORD DOCUMENTS

Upon completion of the Work, the Consultant shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up records drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant shall assume will be reliable, the Consultant cannot and does not warrant their accuracy.

OWNERSHIP OF DOCUMENTS

All documents including original drawings, estimates, specifications, field notes, and data will remain the property of Consultant as instruments of service. However, it is understood that the Client shall have free access to all such information with the right to make and retain copies of drawings and all other information. Any reuse without specific written consent from Consultant will be at the

Client's sole risk and without liability or legal exposure to Consultant.

CHANGED CONDITIONS

Client has relied on Consultant's professional judgment in establishing Consultant's scope of service and fee for this project, given the project's nature and risks. Client shall also rely on Consultant's professional judgment in evaluating the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to Consultant. Should Consultant call for contract renegotiation, Consultant shall identify the changed conditions that in Consultant's professional judgment make such renegotiation necessary, and Consultant and Client shall promptly and in good faith enter into the renegotiation process. If renegotiated terms cannot be agreed to, Consultant shall have the right to terminate this Agreement without penalty, as per the Termination clause outlined below.

TERMINATION

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
3. Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

DISPUTE RESOLUTION

Any claims or disputes made during design, construction or post-construction between the Client and Consultant shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, sub contractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

CDS MUERY - RATE SCHEDULE 2024

Personnel:

Principal	\$ 240.00 per hour
Sr. Project Manager	\$ 210.00 per hour
Project Manager	\$ 190.00 per hour
Sr. Project Engineer/Surveyor	\$ 210.00 per hour
Project Engineer/Surveyor III	\$ 190.00 per hour
Project Engineer/Surveyor II	\$ 165.00 per hour
Project Engineer/Surveyor I	\$ 155.00 per hour
Expert Witness	\$ 300.00 per hour

Personnel:

Staff Engineer/Surveyor III	\$ 145.00 per hour
Staff Engineer/Surveyor II	\$ 135.00 per hour
Staff Engineer/Surveyor I	\$ 125.00 per hour
Technician III	\$ 150.00 per hour
Technician II	\$ 125.00 per hour
Technician I	\$ 95.00 per hour
Construction Manager	\$ 150.00 per hour
Clerical/Messenger	\$ 85.00 per hour

The Rate for expert testimony shall be negotiates at the time of the request

<p>Survey Crew</p> <table> <tr> <td>1 Person Field Crew</td> <td>\$ 140.00 per hour</td> </tr> <tr> <td>2 Person Field Crew</td> <td>\$ 190.00 per hour</td> </tr> <tr> <td>3 Person Field Crew</td> <td>\$ 225.00 per hour</td> </tr> <tr> <td>4 Person Field Crew</td> <td>\$ 260.00 per hour</td> </tr> </table>	1 Person Field Crew	\$ 140.00 per hour	2 Person Field Crew	\$ 190.00 per hour	3 Person Field Crew	\$ 225.00 per hour	4 Person Field Crew	\$ 260.00 per hour	<p>Utility Locator Crews</p> <table> <tr> <td>SUE Sr. Project Engineer</td> <td>\$ 215.00 per hour</td> </tr> <tr> <td>SUE Project Manager</td> <td>\$ 190.00 per hour</td> </tr> <tr> <td>1 Person Locator Crew</td> <td>\$ 145.00 per hour</td> </tr> <tr> <td>2 Person Locator Crew</td> <td>\$ 205.00 per hour</td> </tr> </table>	SUE Sr. Project Engineer	\$ 215.00 per hour	SUE Project Manager	\$ 190.00 per hour	1 Person Locator Crew	\$ 145.00 per hour	2 Person Locator Crew	\$ 205.00 per hour
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<p>UAV Services</p> <table> <tr> <td>UAV 2 Person Flight Crew</td> <td>\$ 235.00 per hour</td> </tr> <tr> <td>UAV Data Technician</td> <td>\$ 145.00 per hour</td> </tr> <tr> <td>UAV</td> <td>\$ 90.00 per hour</td> </tr> </table>	UAV 2 Person Flight Crew	\$ 235.00 per hour	UAV Data Technician	\$ 145.00 per hour	UAV	\$ 90.00 per hour	<p>Laser Scanning</p> <table> <tr> <td>Laser Scanning Technician</td> <td>\$ 155.00 per hour</td> </tr> <tr> <td>Laser Scan-Two Person Crew</td> <td>\$ 215.00 per hour</td> </tr> <tr> <td>Laser Scan-Three Person Crew</td> <td>\$ 265.00 per hour</td> </tr> <tr> <td>Laser Scanner</td> <td>\$ 75.00 per hour</td> </tr> </table>	Laser Scanning Technician	\$ 155.00 per hour	Laser Scan-Two Person Crew	\$ 215.00 per hour	Laser Scan-Three Person Crew	\$ 265.00 per hour	Laser Scanner	\$ 75.00 per hour		
UAV 2 Person Flight Crew	\$ 235.00 per hour																
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<p>Printing Changes (Bulk Printing Only)</p> <table> <tr> <td>B&W / Color-Line</td> <td>\$ 1.05 per SQ FT</td> </tr> <tr> <td>B&W / Color-Line / Raster</td> <td>\$ 3.10 per SQ FT</td> </tr> </table>	B&W / Color-Line	\$ 1.05 per SQ FT	B&W / Color-Line / Raster	\$ 3.10 per SQ FT	<p>Miscellaneous Equipment</p> <table> <tr> <td>ATV / UTV</td> <td>\$ 23.00 per hour</td> </tr> <tr> <td>Motor Boat (up to 21ft)</td> <td>\$ 66.00 per hour</td> </tr> </table>	ATV / UTV	\$ 23.00 per hour	Motor Boat (up to 21ft)	\$ 66.00 per hour								
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ATV / UTV	\$ 23.00 per hour																
Motor Boat (up to 21ft)	\$ 66.00 per hour																

Overtime Charges:

Any jobs requiring personnel to work overtime to meet schedules set by the client will be billed at a premium multiplier of 1.5 times the standard hourly rate.

Travel Expenses:

Travel charges for survey crews on projects involving overnight stay will be billed at standard crew rate.

Per-diem of \$50.00 per person plus hotel costs will be charged on any jobs where field crew or office personnel must stay out of town overnight.

Purchased Services:

All purchased services are billed at actual cost plus 10%. These services include but are not limited to out of house reproduction, approved subcontractor services and special supplies.

EMERGENCY DECLARATION OF LOCAL STATE OF DISASTER

WHEREAS, the health, safety, and welfare of Uvalde residents is under an imminent threat of disaster from the unprecedented levels of illegal immigration, human trafficking, and drug smuggling coming across the U.S. border from Mexico.

WHEREAS, since January 2021, more than 3.2 million illegal aliens have been apprehended after unlawfully entering the United States.¹ More than 800,000 illegal aliens have avoided apprehension while unlawfully entering the United States and remain unaccounted for within our nation.² So far this year, CBP has identified more than 50 known terrorists who have unlawfully entered the United States through our unsecured border with Mexico.³ The unprecedented amount of human trafficking, combined with the smuggling of fentanyl and other opioids infiltrating our border with Mexico has killed over 71,238 American citizens.⁴ The sophisticated human smuggling and drug trafficking organizations that facilitate these criminal acts are spearheaded by violent international drug cartels who have operational control over our unsecured U.S./Mexico border.

WHEREAS, the ongoing immigration crisis on the Texas border is not acceptable, and has resulted in a security threat and humanitarian disaster with overwhelming consequences to the residents of Uvalde and Texans, alike.

WHEREAS, the Mayor of the City of Uvalde, Texas, has determined that extraordinary measures must be taken to ensure the protection of the health, safety, and welfare of county residents.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF UVALDE, TEXAS:

1. That the aforementioned recitation of facts is hereby adopted as findings of fact related to this declaration; and
2. That as a matter of law, the aforementioned facts constitute – among other things – an ***invasion*** of border counties of Texas, including Uvalde County and the City of Uvalde, as the term “invasion” is used in Article IV, Section 4 of the U.S. Constitution and in Article 4, Section 7 of the Texas Constitution; and
3. That pursuant to Section 433.005(a) of the Texas Government Code (*Calling of State Military Forces*) and Article 4, Section 7 of the Texas Constitution (*Governor as commander-in-chief of military forces*), this declaration does hereby request that the Governor of Texas, as Commander-in-Chief of the military forces of the State, declare the existence of an ***invasion*** on its border with Mexico and take necessary actions to preserve and protect the sovereignty and territorial integrity of Texas; and

¹ <https://www.cbp.gov/newsroom/stats/cbp-enforcement-statistics>

² <https://saraacarter.com/carter-border-exclusive-over-800000-gotaways-have-just-disappeared-into-the-fabric-of-america/>

³ <https://www.cbp.gov/newsroom/stats/cbp-enforcement-statistics>

⁴ https://www.cdc.gov/nchs/pressroom/nchs_press_releases/2022/202205.htm

4. That this declaration hereby requests the Governor of Texas to act under the constitutional authority granted unto him under Article 4, Section 7 of the Texas Constitution and Article 1, Section 10, Clause 3 of the U.S. Constitution and immediately prevent and/or remove all persons *invading* the sovereignty of Texas and that of the United States; and
5. That a local state of disaster is hereby declared for the City of Uvalde, Texas, pursuant to Section 418.108(a) of the Texas Government Code; and
6. That pursuant to Section 418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless renewed by the City Council of the City of Uvalde, Texas; and
7. That pursuant to Section 418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary of the City of Uvalde, Texas; and
8. That this declaration hereby authorizes the use of all lawfully available resources and authority granted under both the Constitution of Texas and the Constitution of the United States; and
9. That this declaration shall take effect immediately from and after its issuance and, upon approval by the City Council of the City of Uvalde, shall continue in effect until terminated by the Mayor. Pursuant to this declaration and the authority granted to the Mayor hereunder, additional directives may be issued by the Mayor at any time deemed necessary and/or relevant.

DECLARED this 2nd day of April 2024.

Cody Smith, Mayor
City of Uvalde, Texas