

# *City of Uvalde*

## **CITY COUNCIL AGENDA**

**REGULAR MEETING**  
***Tuesday August 13, 2024***  
***6:00 P.M.***



### **COUNCILMEMBERS:**

*Vacant - Mayor*

*Everardo "Lalo" Zamora -Mayor Pro Tem*

*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  
REGULAR CITY COUNCIL MEETING  
6:00P.M., TUESDAY AUGUST 13, 2024  
CITY HALL COUNCIL CHAMBERS**

**AGENDA**

Page

**1. CALL MEETING TO ORDER**

**2. INVOCATION**

**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.

**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 - 8      5.A. Consider the minutes of the July 23, 2024 Regular City Council meeting.  
[Regular Council - Jul 23 2024 - Minutes - Pdf](#)

9            5.B. Consider payment of bills over \$5,000.00 from July 19, 2024, year through August 9, 2024.  
[AP in Excess of 5000 ending Aug 09](#)

**6. REPORT**

10 - 13      6.A. Report by Gloria Resma, Main Street Manager on park upgrade projects.  
[Business of the Council Report - Business of the Council Report-24-027 - Pdf](#)

**7. DISCUSSION**

7.A. Discuss stage 5 water restrictions.

**8. NEW BUSINESS**

14 - 17      8.A. Consider request from Vicente Gonzales to convey Twins Lane to the city as a public street.  
[Business of the Council Report - Business of the Council Report-24-028 - Pdf](#)  
[Letter from V. Gonzales](#)  
[Minutes 02-22-2022](#)

18 - 19      8.B. Consider a request from Southwest Texas College for a new hangar lease due to current 20- year, plus two five-year options lease (30 years overall) expires on September 30, 2024.  
[Business of the Council Report - Business of the Council Report-24-029 - Pdf](#)  
[Letter from SouthWest Texas College](#)

20            8.C. Consider giving notice to terminate contract with the Uvalde Area Chamber of Commerce for tourism promotion.

- [Business of the Council Report - Business of the Council Report-24-030 - Pdf](#)
- 21 - 23 8.D. Consider approval of pay request #2 in the amount of \$332,429.08 to LEM Construction Co. for work performed through July 31, 2024, on Phase 2 of the Waste Water Treatment Plant Repairs and Upgrades Project.  
[LEM Pay Request #2](#)
- 24 - 37 8.E. Consider approval of ordinance amending Chapter 2.88 of the Code of Ordinances, Cemeteries, concerning the allocation of revenues to trust funds.  
[Hillcrest Cemetery ordinance - Red-line 7-30-24](#)  
[Hillcrest Cemetery Revised Ordinance 7-30-24](#)  
[Hillcrest Cemetery Trust Documents](#)
- 38 - 40 8.F. Consider approval of ordinance amending Chapter 12.28.180 of the Code of Ordinances, Security Generally, related to the consumption of alcoholic beverages, Section B.  
[Business of the Council Report - Business of the Council Report-24-026 - Pdf](#)  
[Updated Security Ordinance](#)
- 41 - 44 8.G. Consider approval of ordinance amending Chapter 8.50 of the Code of Ordinances, Health and Safety, concerning repairs to rental units.  
[Business of the Council Report - Business of the Council Report-24-031 - Pdf](#)  
[air conditioning ordinance](#)  
[FW Landlord's Duty to Repair or Remedy](#)
- 45 - 47 8.H. Consider modifying the resolution establishing a procedure for a General Election in Uvalde, Texas to include an order for a special election on November 5, 2024.  
[Resolution establishing special election 2024](#)
- 48 - 49 8.I. Consider declaring local state of disaster due to immigration crisis.  
[IM DECLARATION](#)

**9. EXECUTIVE SESSION**

- 9.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.
- 9.B. Convene into executive session pursuant to Texas Government Code Section 551.072, deliberations regarding real property.

**10. RECONVENE FROM EXECUTIVE SESSION**

**11. 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 August 9, 2024.




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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 9 day of August 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 - Tuesday July 23, 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 July 23, 2024, at 6:00PM, in the City Hall, Council Chambers, with the following members present:

**COUNCIL PRESENT:** Everardo "Lalo" Zamora-Mayor Pro Tem  
 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 PRESENT:** Vince DiPiazza-City Manager  
 Joe A. Cardenas-Assistant City Manager  
 Alexandra Wegrzyn-City Attorney  
 Sorayda A. Sanchez-City Secretary  
 Susan Anderson-Director of Planning and Development  
 Felix Castillo-Director of Finance  
 Chief Homer Delgado-Uvalde Police Department  
 Assistant Chief-Mike Davis-Uvalde Police Department  
 Juan Hernandez-Fire Marshal  
 Juan Zamora-Director of Public Works

### 1 CALL MEETING TO ORDER

### 2 INVOCATION

### 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.

*Citizen Anson Bills addressed Mayor Pro Tem and Council, reminding them that on June 18, he raised the issue of street signs for his special needs child. Mr. Bills mentioned he was told the signs had been ordered and asked for confirmation. Council and staff confirmed the signs were indeed ordered but had not yet arrived. Mr. Bills thanked the council and staff and inquired whether they had contacted the school district to assist other children. Mayor Pro Tem Lalo Zamora assured him that staff and council would reach out to the district.*

*Citizen Denise Feldtman addressed Mayor Pro Tem and Council, questioning why the city did not clean up the river at Memorial Park before the May 24 remembrance event. City Manager, Vince DiPiazza explained that a sewer line break occurred 1-2 weeks before the event, and*

*unfortunately, the necessary supplies did not arrive on time. Additionally, rain showers during that period complicated the situation. Mrs. Feldtman also raised another concern about a foul smell in the downtown area. City staff will look into the issue.*

*Citizen Roy Mata addressed the Mayor Pro Tem and Council with questions regarding item 7D. He inquired about the agenda language stating that the council would consider approving the proposed water system, and whether the proposal was from CDS Muery. City Manager Vince DiPiazza stated that the proposal is from the next engineer on the list, CDS Muery. When Mr. Mata asked how many bids were received, Mr. DiPiazza explained that it was a request for proposal for professional services and that three responses were received.*

## **5 REPORTS**

**5A.** Report by Chief Homer Delgado, Uvalde Police Department on the department progress.

*Chief Homer Delgado addressed Mayor Pro Tem and Council. Chief Delgado reported on the Guardian Initiative Program and the completed actions taken under the initiative.*

**5B.** Report by David Smith on the City of Uvalde Municipal Golf Course.

*David Smith addressed Mayor Pro Tem and Council. Mr. Smith reported on the financials, lessons, rounds, and tournaments for the Municipal Golf Course.*

**5C.** Report by John Yeackle, Director of Tourism Operations for the Uvalde Area Chamber of Commerce.

*John Yeackle, Director of Tourism Operations for the Uvalde Area Chamber of Commerce addressed Mayor Pro Tem and Council. Mr. Yeackle reported on the visitors and tours for the City of Uvalde.*

## **6 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).*

**6A.** Consider the minutes of the July 9, 2024 Regular City Council meeting.

**6B.** Consider payment of bills over \$5,000.00 from July 5, 2024 through July 19, 2024.

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

## **7 NEW BUSINESS**

**7A.** Consider request from John Yeackle, Uvalde Area Chamber of Commerce Director of Tourism Operations to approve a sponsorship to the South Texas Showdown Organization.

*John Yeackle, Uvalde Area Chamber of Commerce Director of Tourism Operations, and Chad Foster with South Texas Showdown Organization addressed Mayor Pro Tem*

*and Council. Mr. Yeackle asked for approval to sponsor the South Texas Showdown Organization. Mr. Foster provided details on the roping event and stated there are over 600 participants and he anticipates over 1,000 spectators. To date, over \$400,000 in prize sponsorships have been secured. This is a 3-day event scheduled for October 24-27 and they hope it becomes a larger event next year. Motion to approve agenda item 7A made by Council Member Chip King. Motion seconded by Council Member Eloisa Medina. Motion carried 5-0.*

*Council Member Stephen Balke asked for Mr. Yeackle to provide a report to the council on the event.*

- 7B.** Consider the inclusion of municipal territory and extraterritorial jurisdiction in the proposed Uvalde County Emergency Services District No. 3, including approval of resolutions for the same.

*Heath Sutherland, President of the Uvalde Volunteer Fire Department addressed Mayor Pro Tem and Council. Mr. Sutherland stated he was available to answer any questions the council may have. Council Member Chip King explained that the council is approving presenting this item to the voters on the ballot in November. Mr. Sutherland mentioned that there is a public hearing scheduled for the county on August 12.*

*Citizen Diana Olvedo-Karau addressed Mayor Pro Tem and Council. Mrs. Olvedo-Karau mentioned she has researched and spoken to community leaders regarding the Emergency Services District. She expressed her concern as a taxpayer regarding another taxing entity being created in Uvalde County.*

*Motion to approve agenda item 7B made by Council Member Stephen Balke. Motion seconded by Council Member Chip King. Roll Call Vote:*

*Council Member Eloisa Medina-aye*

*Council Member Stephen Balke-aye*

*Mayor Pro Tem-Everardo "Lalo" Zamora-aye*

*Council Member Hector Luevano-aye*

*Council Member Ernest "Chip" King-aye*

*Motion carried 5-0.*

- 7C.** Consider awarding the contract agreement for the reconstruction of Public Water System (PWS) well #5.

*Joe A. Cardenas, Assistant City Manager addressed Mayor Pro Tem and Council. Mr. Cardenas stated 3 firms showed interest in the project, but only 1 firm submitted a proposal. Alvin E. Stock was the only firm that submitted a proposal. The base bid was bid at \$653,140. Motion to approve agenda item 7C made by Council Member Chip King. Motion seconded by Council Member Stephen Balke. Motion carried 5-0.*

- 7D.** Consider approval of proposal for engineering services related to the development of a master water system plan.

*Vince DiPiazza, City Manager addressed Mayor Pro Tem and Council. Mr. DiPiazza explained that this is a follow-up to a prior discussion from a previous council meeting where the council declined the earlier proposal. This new proposal is from the second engineer on the list, CDS Muery. They have presented a very favorable pricing proposal and have been a long time partner of the city. Motion to approve agenda item 7D made by Council Member Chip King. Motion seconded by Council Member Eloisa Medina. Motion carried 5-0.*

## 8 EXECUTIVE SESSION

- 8A.** 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.

*No executive session held.*

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

## 9 RECONVENE FROM EXECUTIVE SESSION

## 10 ADJOURNMENT

*Motion to adjourn made by Mayor Pro Tem Lalo Zamora. Motion seconded by Council Member Stephen Balke. Motion carried 5-0.*

*Meeting adjourned at 7:02PM*

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Mayor

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City Secretary



# Accounts Payable in Excess of \$5,000.00



For the period ending Aug 09, 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 Chamber of Commerce CVB	\$9,698.34	June 2024 Reim Invoice#1025	Hotel Tax	John Yeackle	Sonia Hernandez
Uvalco	\$11,381.79	Supplies for Kirk Farm roof repairs	Kirk Farm	Juan Zamora	Sonia Hernandez
Heil of Texas	\$18,240.84	Service call for repairs 1980 freightliner Vaccon 2017	Water	Juan Zamora	Sonia Hernandez
Wood Inspection Service	\$9,960.00	Cemetery Inventory includes labor and trip fees, mileage and hotel	Cemetery	Pricilla Bueno	Felix Castillo
Martinez Pump Services	\$23,485.00	Pump repair well # 11	Water	Juan Zamora	Sonia Hernandez
DKM	\$6,961.00 \$6,961.00	Mobile/Demo for Royal Lane roller, loader equipment  Mobile/Demo for College Lane roller, loader equipment	Street	Juan Zamora	Felix Castillo



# CITY OF UVALDE

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

## BUSINESS OF THE COUNCIL

SUBJECT: Update on park upgrades

PREPARED FOR: Council

MEETING DATE: August 13, 2024

STAFF CONTACT: Gloria Resma, Executive Assistant

MEETING TYPE: Regular Council

DEPARTMENT/GROUP: Main Street Department

MEETING: Regular Council - Aug 13 2024

### BACKGROUND INFORMATION:

Objective:

Recommended Action:

### BUDGET INFORMATION:

Was this a budgeted item?

If not, where will funds be allocated from?

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

### Vendor Quotes

Funding has been obtained for Studer Park and El Jardin de los Heroes.

Studer Street Park: Community Foundation of the Texas Hill Country and Methodist Healthcare Ministries of South Texas, Inc.

El Jardin de Los Heroes: The Kate Marmion Charitable Foundation

El Jardin's current play equipment will be moved to the sports complex. A larger play structure will replace that structure.

Studer Park design day is Tuesday, August 13, 2024 at El Progreso Memorial Library, 5 to 7 p.m.  
Build Day is mid-November 2024.

El Jardin build day TBA. Build day is December 14, 2024

Monstrum Company from Denmark donated two sets of play equipment. See attached photos. One set will be placed at Loma Vista Park located at Benson and Pecan streets. The second set will be placed at Samson Park, located at Milam and Getty Street.

ATTACHMENTS: [Monstrum](#)

Sorayda Sanchez, City Secretary

Approved - Aug 09 2024



# Loma Vista Park



# Sansom Park





# CITY OF UVALDE

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

## BUSINESS OF THE COUNCIL

SUBJECT: Consider request from Vicente Gonzales to convey Twins Lane to the city as a public street.

PREPARED FOR: Mayor and Council

MEETING DATE: August 13, 2024

STAFF CONTACT: Vince DiPiazza, City Manager

MEETING TYPE: Regular Council

DEPARTMENT/GROUP: Administration

MEETING: Regular Council - Aug 13 2024

### BACKGROUND INFORMATION:

This is a repeat of a request from February 2022. Minutes of the city council decision are attached.

Neither the city nor the county have a record of Twins Lane ever having been a public street. The city has treated it as a private road. Mr. Gonzales himself has admitted that he has maintained the street for years, which pretty much confirms the private road conclusion.

When the small subdivision that abuts Twins Lane was platted years ago, the property was in the county. If it had been a public street then, it would have become the city's when the property was annexed. Recent review of the plat itself indicates that the dedication language conveys the street to the property owners in the subdivision, rather than to the city or county.

Twins Lane is a gravel road at present. If the property had been in the city when Mr. Gonzales platted it, he probably would have been required to pave it, unless he intended for it to remain private. He has indicated in the past that he might be willing to pave it if the city would accept it.

Recommended Action: There's no business reason for us to take over the Twins Lane, but the people there are city residents since the early 2000s and they deserve consideration. If Mr. Gonzales and/or the property owners are willing to pave it to city standards, we could certainly accept it as a public street.

### BUDGET INFORMATION:

Was this a budgeted item?

If not, where will funds be allocated from?

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

### Vendor Quotes

February 16, 2022

To: Mayor Donald McLaughlin and current elected City Council members present.

Issue: Twins Lane

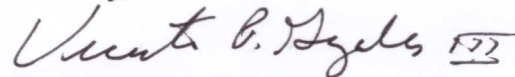
In 1970-1971 I purchased 3.871 acres of land from Rafael Almendarez. At that time that parcel ( the 3.871 acres) of land was part of the County of Uvalde. In 2002 the City of Uvalde annexed that area of land. I divided the 3.871 acres of land into 10 lots and, beginning in 1995, I began building rental units/homes on the land. Each year I have paid the allocable property taxes on the land and homes on Twins Lane based on the valuations setforth by the Uvalde County Appraisal District. In 2021 the Uvalde County Appraisal District changed the valuations on the subdivision to include the 10 lots and houses and also taxed the street section of the 3.871 acres.

I have owned this property 50 years and I recall that after the annexation, (which included my 3.871 acres) the County of Uvalde was given a colonial grant that was to be used to pay for amenities ( water, sewer and natural gas) for newly annexed areas. The grant funds were used to pay for the amenities for White Lane, VR Gonzales Street and Claudia Street. At that times a joint venture was formed between the City of Uvalde and the County of Uvalde. The joint venture agreement was that the County administer the grant money and The City of Uvalde would provide the labor for water, sewer and gas to the annexed areas including the aforementioned streets.

I can not recall the date that that the grant was given. I have done extensive research at the courthouse in an attempt to find documents that will establish when the grant was issued and how the funds were to be used. I recall meeting with Commissioners Gilbert Torres and Jesse Moreno, Joe Cardenas and, I believe, City Manager James Thurmond, and County Judge Jerry White on the steps of # 11 Twins Lane house. The amenities to White Lane were approved by the time we met that day. At that meeting I stated, since Twins Lane intersects with White Lane, can the City of Uvalde also approve amenities for Twins Lane. An agreement was reached. The City of Uvalde would provide the amenities but only if I would agree to donate the street portion of the land to the County of Uvalde. I agreed and The City of Uvalde installed all the utilities, which run through the center of Twins Lane.

I have searched for the documents that will establish that I donated the land in order to get utilities on Twins Lane but I have not been able to find any public record that shows the donation. I have asked Judge Mitchell, Commissioners Ronald Garza, Mariano Pargas and John Yeackle and they have been unable to find the record of the land (Twins Lane) donation. The work and materials for the amenities were paid for from the grant . The utilities were installed on land, now in the City of Uvalde jurisdiction, therefore, I am come before you asking that the street portion of the land be recorded as property belonging to the City of Uvalde.

Sincerely,



Vicente P. Gonzales III

2/17/2022

Ronald Garza, Uvalde County Commissioner for Precinct 4, addressed Mayor and Council with his concerns. Mr. Garza states that as he was "block walking" for his election in the area north of Hwy 55, west of Mackenzie St., East of Cesar Chavez St., Crockett St., and West Brazos. The residents that live in this area have concerns on street improvement. Most of the streets are very narrow and cause traffic flow issues. In addition, there are drainage issues in the area. Mr. Garza will be forwarding those issues to the City Council. Lastly, Mr. Garza thanked Councilman Stephen Balke and Chief of Police Daniel Rodriguez for assisting with the traffic issues on Nopal Street in front of Avance School. Councilman Stephen Balke mentioned to Mr. Garza that Council is working on addressing street issues and advised Mr. Garza and Councilman Hector Luevano get together to see how the street issues can be resolved.

## 6. 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).*

- 6.A. Consider and act on the minutes of the February 8, 2022, Regular City Council meeting.
- 6.B. Consider and act on the payment of bills over \$5,000.00 from February 4, 2022, through February 18, 2022.
- 6.C. Consider request from IT Department to decommission antiquated hardware.

*Motion to approve consent agenda items 6A-6C made by Councilman Chip King.  
Motion seconded by Councilman Lalo Zamora.*

## 7. NEW BUSINESS

- 7.A. Consider request from Smokin' Barrels Cornhole to waive fees for the use of the civic center to host a cornhole tournament benefiting first responders.

*Cody Roberts with Smokin' Barrels Cornhole explained to Mayor and Council that his organization is planning a benefit cornhole tournament for first responders. Mr. Roberts is requesting fees be waived for the use of the Civic Center or be granted a discounted rate. This is a two night event, Friday night and all day Saturday. Motion to approve item 7A made by Councilman Chip King. Motion seconded by Councilman Lalo Zamora. Motion carried 5-0.*

- 7.B. Consider request from Vicente Gonzales to convey Twins Lane to the city as a public street.

*Vicente Gonzales explained to Mayor and Council that back in 1972 or 1973 Mr. Gonzales purchased the land in question and built a subdivision. The area was annexed into the city in 2002. Mr. Gonzales states that prior to that, the area was dedicated to the county, however, there are no records of that taking place. Mr. Gonzales would like to dedicate Twins Lane as a public street. Councilman Stephen Balke asked Mr. Gonzales if he would be willing to pave it according to city standards, Mr. Gonzales stated he would be willing to pave it to city standards. City staff is willing to accept the street if it is paved to city standards. Motion to approve item 7B contingent that Mr. Gonzales meets all city criteria and work is properly inspected*



*made by Councilman Lalo Zamora. Motion seconded by Councilman Stephen Balke. Motion carried 5-0.*

- 7.C.** Consider resolution designating properties that will receive the historic tax incentive for 2022.

*Susan Anderson, Director of Planning and Development explained to Mayor and Council that this is an incentive that was passed in 2016, she does not feel that it has been awarded since 2016. We have a National Register District Downtown now, and several buildings meet the criteria. Once applications are submitted, the city's Building Official performs an inspection to make sure all criteria are met. Staff provided a total number of properties in the city that will receive the historic tax incentive. Motion to approve item 7C made by Councilman Chip King. Motion seconded by Councilman Lalo Zamora. Motion carried 5-0.*

- 7.D.** Purchase unmarked police vehicle for Criminal Investigations Division

*Chief Daniel Rodriguez, Uvalde Police Department explained to Mayor and Council that this is a budgeted item. Originally it was budgeted for \$25,000.00. After purchasing the three marked units there was \$26,148.12 left over. Chief did obtain quotes, and is recommending Silsbee Ford with a price of \$29,505. He received one last quote from Del Rio in the amount of \$31,517.00 Chief will utilize forfeiture funds to make up the difference. Staff recommends approval. Motion to approve item 7D made by Councilman Stephen Balke. Motion seconded by Councilman Chip King and Mayor Don McLaughlin, Jr. Motion carried 5-0.*

- 7.E.** Consider request from Chief of Police Daniel Rodriguez to approve License Plate Reader Policy, 15.1.

*Chief Daniel Rodriguez, Uvalde Police Department explained to Mayor and Council that in the near future Police Department will be receiving a mobile license plate reader. This item will be very similar to what the Sheriff's office has located in Knippa. There is also one stationed on 481. What this does is it reads license plates and provides data to dispatch almost immediately. If there is a stolen vehicle, staff will be notified almost immediately. A policy is needed before the license plate reader can be used. Chief is requesting approval of the policy. Motion to approve item 7E made by Councilman Chip King. Motion seconded by Councilman Hector Luevano. Motion carried 5-0.*

- 7.F.** Consider joining the State of Texas' opioid litigation settlement with producers Teva and Endo/Par.

*Vince DiPiazza, City Manager explained to Mayor and Council that this is another settlement negotiated by the Attorney General. Council approved a settlement for this in December. Motion to approve item 7F made by Councilman Stephen Balke. Motion seconded by Mayor Don McLaughlin, Jr. Motion carried 5-0.*

- 7.G.** Consider consent to assignment of Economic Development Incentive Agreement with Nueces-Holliday Maverick Partners III, LTD (owner of Uvalde Plaza shopping center) to prospective new owner.

*Vince DiPiazza, City Manager explained to Mayor and Council that it appears as though Uvalde Plaza will be sold. Rob Holliday (current owner) and his partner will*



# CITY OF UVALDE

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

## BUSINESS OF THE COUNCIL

SUBJECT: Consider a request from Southwest Texas College for a new hangar lease due to current 20- year, plus two five-year options lease (30 years overall) expires on September 30, 2024.

PREPARED FOR: Mayor & Council

MEETING DATE: August 13, 2024

STAFF CONTACT: Joe Cárdenas, Assistant City Manager

MEETING TYPE: Regular Council

DEPARTMENT/GROUP: Administration

MEETING: Regular Council - Aug 13 2024

### BACKGROUND INFORMATION:

Objective: The Airport Advisory Board entertained a hangar lease request from the Southwest Texas College on Thursday, August 8, 2024. After much debate (pro and con) they voted on granting a one-year (Fall/Spring) lease to the college so they could carry out this school year. A little background is that airport funding or the grant monies we receive from the Federal Aviation Administration (FAA) or the Texas Department of Transportation Aviation Division (TXDOT) is generated primarily from hangar rentals and fuel flowage fees from airports from across the US. Without those fees (grant monies), we wouldn't be able to maintain and operate Garner Field at its current state. A perfect example is the approximately \$5.2 million asphalt rehab project that is currently under the design phase with a construction timeline of early next calendar year. Hangar space at Garner Field is very limited and in demand.

Recommended Action: It is staff's recommendation to take back the hangar and back fill with a use or service i.e. business that will provide a true aviation/aeronautical role.

### BUDGET INFORMATION:

Was this a budgeted item? N/A

If not, where will funds be allocated from?

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

### Vendor Quotes

<u>Name of Vendor:</u>	<u>Cost:</u>



August 8, 2024

City of Uvalde  
City Manager  
Airport Advisory Committee  
PO Box 799  
Uvalde, TX 78801

Dear City Manager & Airport Advisory Committee,

The 30-year lease for Aviation Hanger (20 year plus 2 – 5 years options to extend) is set to expire on September 30, 2024. We are requesting that the City renew the lease for a term of 10 years with two 5-year options to extend. The hanger is home for our Aviation Maintenance program, and we have students enrolled for the Fall 2024 semester which begins on August 26, 2024.

Our long-term plan is to expand the current hangar to accommodate the Aviation Power Plant portion of our A & P curriculum. We will come back to the committee to present a detailed plan of the program expansion.

We appreciate the City's partnership with the college to expand career opportunities for our students.

Sincerely,

Hector Gonzales, Ph.D.  
President



# CITY OF UVALDE

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

## BUSINESS OF THE COUNCIL

SUBJECT: Notice to terminate contract with Uvalde Area Chamber of Commerce for tourism promotion

PREPARED FOR: City Council

MEETING DATE: August 13, 2024

STAFF CONTACT: Vince DiPiazza, City Manager

MEETING TYPE: Regular Council

DEPARTMENT/GROUP:

MEETING: Regular Council - Aug 13 2024

### BACKGROUND INFORMATION:

This item was requested by Councilman King.

The existing contract with the chamber was renewed for 18 months in September 2023, running through March 2025. The contract may be terminated by either party with 120 days notice.

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

### Vendor Quotes

<b><u>Name of Vendor:</u></b>	<b><u>Cost:</u></b>

Estimate No.: 2  
 Cut off Date: 07/31/24  
 Estimate Date: 07/31/24

ESTIMATE AND CERTIFICATE FOR  
 PAYMENT, UNIT PRICE WORK

Project name: CITY OF UVALDE WWTP CLARIFIER REHAB  
 Contractor: LEM CONSTRUCTION CO, INC.  
 Address: 10849 KINGHURST, SUITE 150  
HOUSTON, TEXAS 77099

Contract No. \_\_\_\_\_  
 Project No./File No. 2024-03  
 GFS No: N/A  
 Ord No: N/A

CONTRACT TIME IN CALENDAR DAYS

Contract No.: N/A  
 Start Date: 02/19/24  
 Current Contract Substantial Date: 03/25/25  
 Actual Substantial Completion Date: \_\_\_\_\_  
 Percentage: By Time 41.00% In Place 18.43%

Original Contract Time: 400 Days  
 Approved Extensions: 0 Days  
 Total Contract Time: 400 Days  
 Days Used to Date: 164 Days  
 Days Remaining to Date: 236 Days

CONTRACT AMOUNT TO DATE:

1	Original Contract Price		\$	2,900,000.00
2	Approved Change Orders: No / Description	Amount		
1	Lakeside Analogue LIT Transmitter \$5031.80	<b>CONTINGENCY DEDUCT</b>		
2	Additional 48"X60" stop log frame and stop logs \$21833.85	<b>CONTINGENCY DEDUCT</b>		
3				
4				
	Total Change Orders to Date:	+/- \$		-
	<b>TOTAL CONTRACT AMOUNT:</b>		\$	2,900,000.00
	<b>CONTINGENCY ALLOWANCE BALANCE \$ 73,134.35</b>			

A. EARNINGS TO DATE:

1	Work Completed to Date: <u>18.43</u> % Complete	\$	534,365.65
2	Materials Stored on Site:	\$	-
3	Materials Stored in Place:	\$	-
4	Balance - 95% Materials Accepted, Not in Work:	\$	- @95%
	<b>TOTAL EARNINGS TO DATE:</b>	\$	534,365.65

B. DEDUCTIONS:

1	Retainage: 10% of \$ <u>534,365.65</u>	\$	53,436.57
2	Add: Retainage Deduction:		
3	Total Retainage:	\$	53,436.57
	<b>TOTAL DEDUCTIONS:</b>	\$	53,436.57

C. AMOUNT DUE THIS PERIOD

1	Total Earnings to Date:	\$	534,365.65
2	Total Deductions:	\$	53,436.57
3	Total Payment Due:	\$	480,929.08
4	Less Previous Payments:	\$	148,500.00
5	Restoration Adjustment:	\$	-
	<b>TOTAL AMOUNT DUE THIS DATE:</b>	\$	332,429.08

Verified Mike Harris 7/31/2024  
 LEM Construction Date:

Checked By: [Signature] 8-8-24  
 Inspector Date:

Submitted: \_\_\_\_\_  
 Project Engineer Date:

Approved: \_\_\_\_\_  
 City of Uvalde Date:

CITY OF UVALDE  
 WASTEWATER TREATMENT PLANT CLARIFIER REHAB  
 PAY ESTIMATE NO. 02

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	PERIOD QUANTITY	QUANTITY TO DATE	AMOUNT THIS PERIOD	TOTAL AMOUNT TO DATE
	<b>BID ITEM 5.02-1 CLARIFIER REHABILITATION</b>								
001	MOBILIZATION, BONDS, & INSURANCE	1	LS	\$ 100,000.00	\$ 100,000.00		1.00	\$ -	\$ 100,000.00
002	ELECTRICAL MOBILIZATION	1	LS	\$ 25,000.00	\$ 25,000.00			\$ -	\$ -
003	ELECTRICAL SUBMITTALS	1	LS	\$ 7,500.00	\$ 7,500.00			\$ -	\$ -
004	DRAIN AND CLEAN	1	LS	\$ 35,000.00	\$ 35,000.00			\$ -	\$ -
005	DEMO AND PREP EXISTING TANK FOR NEW MECHANISM	1	LS	\$ 40,000.00	\$ 40,000.00			\$ -	\$ -
006	MECHANISM SUBMITTAL	1	LS	\$ 50,000.00	\$ 50,000.00		1.00	\$ -	\$ 50,000.00
007	MECHANISM DELIVERY	1	LS	\$ 550,000.00	\$ 550,000.00			\$ -	\$ -
008	MECHANISM O&M	1	LS	\$ 10,000.00	\$ 10,000.00			\$ -	\$ -
009	INSTALL MECHANISM	1	LS	\$ 438,000.00	\$ 438,000.00			\$ -	\$ -
010	WEIRS & BAFFLES SUBMITTAL	1	LS	\$ 18,000.00	\$ 18,000.00		1.00	\$ 18,000.00	\$ 18,000.00
011	WEIRS AND BAFFLES	1	LS	\$ 175,000.00	\$ 175,000.00			\$ -	\$ -
012	ALIGN AND ADJUST	1	LS	\$ 75,000.00	\$ 75,000.00			\$ -	\$ -
013	REMOVE AND REPLACE TELESCOPING VALVE	1	LS	\$ 85,000.00	\$ 85,000.00			\$ -	\$ -
014	PAINTING	1	LS	\$ 40,000.00	\$ 40,000.00			\$ -	\$ -
015	HANDRAIL AND GRATING	1	LS	\$ 70,000.00	\$ 70,000.00			\$ -	\$ -
016	NEW STAIRWAY	1	LS	\$ 35,000.00	\$ 35,000.00			\$ -	\$ -
017	REPAIR AND REPLACE SIDEWALK	1	LS	\$ 10,000.00	\$ 10,000.00			\$ -	\$ -
018	UNDERGROUND ELECTRICAL MATERIAL	1	LS	\$ 7,500.00	\$ 7,500.00			\$ -	\$ -
019	UNDERGROUND ELECTRICAL LABOR	1	LS	\$ 5,000.00	\$ 5,000.00			\$ -	\$ -
020	ABOVE GROUND ELECTRICAL MATERIAL	1	LS	\$ 28,500.00	\$ 28,500.00			\$ -	\$ -
021	ABOVE GROUND ELECTRICAL LABOR	1	LS	\$ 20,000.00	\$ 20,000.00			\$ -	\$ -
022	WIRE INSTALL/TERMINATIONS	1	LS	\$ 5,500.00	\$ 5,500.00			\$ -	\$ -
023	LIGHTING MODIFICATIONS	1	LS	\$ 12,000.00	\$ 12,000.00			\$ -	\$ -
024	START UP AND TRAINING	1	LS	\$ 12,600.00	\$ 12,600.00			\$ -	\$ -
	<b>BID ITEM 5.02-1 ALTERNATE WORK AT HEADWORKS</b>								
025	DRILL & EPOXY DOWELS FOR DIVERSION CHANNEL	1	LS	\$ 40,000.00	\$ 40,000.00		1.00	\$ 40,000.00	\$ 40,000.00
026	FORM AND POUR DIVERSION CHANNEL SLAB	1	LS	\$ 120,000.00	\$ 120,000.00		1.00	\$ 120,000.00	\$ 120,000.00
027	FORM AND POUR DIVERSION CHANNEL WALLS	1	LS	\$ 150,000.00	\$ 150,000.00		1.00	\$ 150,000.00	\$ 150,000.00
028	REROUTE NPW LINE	1	LS	\$ 25,000.00	\$ 25,000.00			\$ -	\$ -
029	MECHANICAL BARS/SCREEN DELIVERY	1	LS	\$ 194,500.00	\$ 194,500.00			\$ -	\$ -
030	INSTALL MANUAL BARS/SCREEN	1	LS	\$ 25,000.00	\$ 25,000.00			\$ -	\$ -
031	INSTALL GRATING PLATFORM FRAMING	1	LS	\$ 25,000.00	\$ 25,000.00			\$ -	\$ -
032	INSTALL HANDRAIL AND MODIFICATIONS	1	LS	\$ 10,000.00	\$ 10,000.00			\$ -	\$ -
033	REPAIR AND REPLACE SIDEWALK	1	LS	\$ 5,000.00	\$ 5,000.00			\$ -	\$ -
034	SAW/UT/DEMO CONCRETE	1	LS	\$ 18,000.00	\$ 18,000.00		0.25	\$ 4,500.00	\$ 4,500.00
035	STOP LOG SUBMITTAL	1	LS	\$ 10,000.00	\$ 10,000.00		1.00	\$ 10,000.00	\$ 10,000.00
036	INSTALL STOP LOGS	1	LS	\$ 10,000.00	\$ 10,000.00			\$ -	\$ -
037	MECHANICAL BARS/SCREEN SUBMITTAL	1	LS	\$ 10,000.00	\$ 10,000.00		1.00	\$ -	\$ 10,000.00
038	MECHANICAL BARS/SCREEN O&M	1	LS	\$ 20,000.00	\$ 20,000.00			\$ -	\$ -
039	INSTALL MECHANICAL BARS/SCREEN AND COMPACTOR	1	LS	\$ 8,500.00	\$ 8,500.00			\$ -	\$ -
040	UNDERGROUND ELECTRICAL MATERIAL	1	LS	\$ 5,500.00	\$ 5,500.00			\$ -	\$ -
041	UNDERGROUND ELECTRICAL LABOR	1	LS	\$ 14,200.00	\$ 14,200.00			\$ -	\$ -
042	ABOVE GROUND ELECTRICAL MATERIAL	1	LS	\$ 6,500.00	\$ 6,500.00			\$ -	\$ -
043	ABOVE GROUND ELECTRICAL LABOR	1	LS	\$ 3,500.00	\$ 3,500.00			\$ -	\$ -
044	WIRE INSTALL/TERMINATIONS	1	LS	\$ 4,500.00	\$ 4,500.00			\$ -	\$ -
045	LEVEL INSTRUMENTS	1	LS	\$ 12,300.00	\$ 12,300.00			\$ -	\$ -
046	START UP AND TRAINING	1	LS	\$ -	\$ -			\$ -	\$ -
	<b>BID ITEM 5.02-2 DO WORK AT ABRATION BASIN</b>								
047	INSTALL ACCESS WALKWAY	1	LS	\$ 32,000.00	\$ 32,000.00			\$ -	\$ -
048	HANDRAIL MODIFICATIONS	1	LS	\$ 10,500.00	\$ 10,500.00			\$ -	\$ -
049	REPAIR AND REPLACE SIDEWALK	1	LS	\$ 10,000.00	\$ 10,000.00			\$ -	\$ -
050	DO SUBMITTAL	1	LS	\$ 5,000.00	\$ 5,000.00		1.00	\$ -	\$ 5,000.00
051	INSTALL DO PROBES	1	LS	\$ 15,000.00	\$ 15,000.00			\$ -	\$ -
052	START UP AND TRAIN	1	LS	\$ 12,700.00	\$ 12,700.00			\$ -	\$ -
053	UNDERGROUND ELECTRICAL MATERIAL	1	LS	\$ 12,500.00	\$ 12,500.00			\$ -	\$ -
054	UNDERGROUND ELECTRICAL LABOR	1	LS	\$ 8,500.00	\$ 8,500.00			\$ -	\$ -
055	ABOVE GROUND ELECTRICAL MATERIAL	1	LS	\$ 31,700.00	\$ 31,700.00			\$ -	\$ -
056	ABOVE GROUND ELECTRICAL LABOR	1	LS	\$ 23,500.00	\$ 23,500.00			\$ -	\$ -
057	WIRE INSTALL/TERMINATIONS	1	LS	\$ 7,500.00	\$ 7,500.00			\$ -	\$ -
058	CONTROL PANEL	1	LS	\$ 35,000.00	\$ 35,000.00			\$ -	\$ -
059	DO INSTRUMENTS	1	LS	\$ 6,500.00	\$ 6,500.00			\$ -	\$ -
060	START UP AND TRAIN	1	LS	\$ 7,500.00	\$ 7,500.00			\$ -	\$ -
	<b>BID ITEM 5.03-1 CONTINGENCY ALLOWANCE</b>								
061	CONTINGENCY ALLOWANCE	1	LS	\$ 100,000.00	\$ 100,000.00		0.27	\$ 26,865.65	\$ 26,865.65

CITY OF UVALDE  
WASTEWATER TREATMENT PLANT CLARIFIER REHAB  
PAY ESTIMATE NO. 02

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	PERIOD QUANTITY	QUANTITY TO DATE	AMOUNT THIS PERIOD	TOTAL AMOUNT TO DATE
	<b>BALANCE CONTINGENCY ALLOWANCE \$ 73,134.35</b>								
	<b><u>Contingency Allowance Item No. 1</u></b>								
	Lakeside Analogue LIT Transmitter	1	LS	5,031.80	5,031.80	1.00	1.00	5,031.80	5,031.80
	Delete from Owners Contingency Allowance	-1	LS	5,031.80	(5,031.80)	(1.00)	-1.00	(5,031.80)	(5,031.80)
	<b><u>Contingency Allowance Item No. 2</u></b>								
	Additional Stop Log Frame and Stop Logs	1	LS	21,833.85	21,833.85	1.00	1.00	21,833.85	21,833.85
	Delete from Owners Contingency Allowance	-1	LS	21,833.85	(21,833.85)	(1.00)	-1.00	(21,833.85)	(21,833.85)
		1	LS						
		1	LS						
		1	LS						
		1	LS						
		1	LS						
					CURRENT CONTRACT AMOUNT				<b>2,900,000.00</b>
						10%			
					TOTAL EARNED				<b>534,365.65</b>
					RETAINAGE				<b>53,436.57</b>
					SUBTOTAL				<b>480,929.08</b>
					85% MATERIALS ON HAND				
					SUBTOTAL				<b>480,929.08</b>
					LESS PREV PAYMENTS				<b>148,500.00</b>
					TOTAL DUE				<b>332,429.08</b>

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF UVALDE AMENDING CHAPTER 2.88 CEMETERIES OF THE UVALDE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING ENFORCEMENT AND PENALTY CLAUSES; PROVIDING OPEN MEETINGS, SEVERABILITY, AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City of Uvalde is tasked with preserving and maintaining the cemeteries within its limits, and

**WHEREAS**, cemeteries are considered hallowed ground,

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF UVALDE, TEXAS, THAT:**

**Section 1. Findings of Fact.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Chapter 2.88 shall be amended by the following:**

**2.88.030 Sales of lots.**

Cemetery lots shall be sold at a price of ~~four hundred fifty dollars (\$450.00)~~ **four hundred and fifty-eight dollars (\$458.00)** per lot and the cemetery lot shall be paid in full at the time of purchase.

**2.88.040 Perpetual care fund.**

~~Fifty (50) percent~~ **Fifty Cents (.50) per square foot of ground of interment right sold from** of all proceeds received from the sales of cemetery lots are reserved for the perpetual care and maintenance of the cemetery and shall be deposited into a separate fund for that purpose.

**2.88.260 Specifications and fees for grave markers.**

All grave markers in the cemetery shall be in accordance with plans on file with the city.

All grave markers shall be made of materials commonly used for such purpose, like granite, marble, or bronze.

All grave markers of any type shall be wholly contained within the following dimensions:

Single gravesite (upright, above ground), width 42 inches, depth 22 inches, height 30 inches.

Double gravesite (upright, above ground), width 72 inches, depth 22 inches, height 30 inches.

Single gravesite (flat only), width 42 inches, depth 22 inches.

Double gravesite (flat only), width 90 inches, depth 22 inches.

Fee Schedule:

Flat marker	<del>\$500 total fee</del> <b>-\$25.00</b>
All above-ground markers	<del>\$750 total fee</del> <b>-\$250.00 Fee</b>
Replacing existing marker	\$300 total permit/maintenance fee



\* \* \* \* \*

**Section 3. Penalty Clause.** Any person who shall violate any of the provisions of this ordinance, or shall fail to comply therewith, or with any of the requirements thereof, within the City limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum set out in Section 1.12.010 of this Code. Each day the violation exists shall constitute a separate offense. Proof of a culpable mental state shall not be required to establish a violation of this ordinance. Such penalty shall be in addition to all the other remedies provided herein.

**Section 4. Savings Clause.** All rights and remedies of the City of Uvalde are expressly saved as to any and all violations of the provisions of any ordinances affecting cemeteries which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**Section 5. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

**Section 6. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation into this Ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 7. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**The City of Uvalde, Texas**

\_\_\_\_\_  
Everardo "Lalo" Zamora, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Sorayda Sanchez, City Secretary

**ORDINANCE NO. \_\_\_\_\_**

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Double gravesite (upright, above ground), width 72 inches, depth 22 inches, height 30 inches.

Single gravesite (flat only), width 42 inches, depth 22 inches.

Double gravesite (flat only), width 90 inches, depth 22 inches.

Fee Schedule:

Flat marker	\$25.00
All above-ground markers	\$250.00 Fee
Replacing existing marker	\$300 total permit/maintenance fee

\* \* \* \* \*

**Section 3. Penalty Clause.** Any person who shall violate any of the provisions of this ordinance, or shall fail to comply therewith, or with any of the requirements thereof, within the City limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum set out in Section 1.12.010 of this Code. Each day the violation exists shall constitute a separate offense. Proof of a culpable mental state shall not be required to establish a violation of this ordinance. Such penalty shall be in addition to all the other remedies provided herein.

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PASSED AND APPROVED on this the \_\_\_\_ day of \_\_\_\_, \_\_\_\_.

**The City of Uvalde, Texas**

\_\_\_\_\_  
Everardo "Lalo" Zamora, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Sorayda Sanchez, City Secretary

Tax ID #: 74-6002418  
Date: 5/11/2017

Account#: 1104  
Investment  
Objective: Income  
Type of  
Account: Perpetual

**SYNOPSIS SHEET**

Name of Account: Hillcrest Memorial Park Perpetual Care Cemetery Trust  
Capacity: Trustee  
Date of Death: \_\_\_\_\_  
Date of Agreement: Updated 1/29/76 Date of Qualification: \_\_\_\_\_  
Date Trust Terminates: \_\_\_\_\_

Name of Beneficiaries

Birth date

Cemetery Lot Purchasers  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Investment Provisions: U.S Gov't. Bonds or obligations, State of Texas or Municipal bonds or obligations, first mortgage real estate notes secured by property located in Uvalde County not to exceed 50% of appraised value of property. No obligation by Trustee to invest funds when less than \$1,000.

Distribution of Principal: Principal cannot be invaded.

Distribution of Income: Solely for general care, maintenance and embellishment of cemetery, and as City or its agent determine for best interests of cemetery. Net income may be added to principal when authorized by the City.

**Other Specific Powers**

(Answer Yes or No)

Full power to sell realty	<u>No</u>	Treat stock dividends as income	<u>No</u>
Lease and encumber realty	<u>No</u>	Treat extraordinary	
General property management	<u>Yes</u>	dividends as principal	<u>No</u>
Specific authority to retain		Treat extraordinary	
assets received in kind	<u>No</u>	dividends as income	<u>No</u>
Invade principal	<u>No</u>	Receive funds from other	
Omit amortization of		sources	<u>No</u>
premiums	<u>No</u>	Vote proxies	<u>No</u>
Exercise rights	<u>No</u>	Consent of others required	<u>No</u>
Treat stock dividends as			
principal	<u>No</u>		

**Other Matters Requiring Special Attention**

Payments to Trustee under Paragraph 9 (a) - "its actual and reasonable costs, expenses and charges for its services in said capacity" (as Trustee). Also, see paragraph 16.

By letter dated April 13, 2017 from Vince DiPiazza, City Manager, First State Bank of Uvalde is authorized to hold funds until such time as the City requests distribution.

THE STATE OF TEXAS X  
COUNTY OF UVALDE X

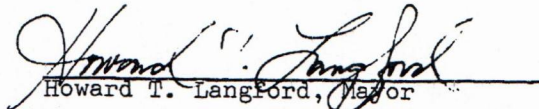
WHEREAS, heretofore the CITY OF UVALDE and FIRST STATE BANK OF UVALDE, Uvalde, Texas, jointly executed an agreement under the terms of which First State Bank of Uvalde agreed to serve as trustee of a perpetual care fund for the maintenance of lots sold in the Hillcrest Memorial Park, a cemetery subdivided and platted by the City of Uvalde; and,

WHEREAS, at this time no executed copy of such perpetual care cemetery trust agreement can be found, though unsigned copies thereof have been located; and it is the desires of the City of Uvalde and First State Bank of Uvalde to re-affirm and re-state the terms of such perpetual care cemetery trust:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Uvalde that the perpetual care cemetery trust agreement hereto attached, identified as Exhibit "A" and made a part hereof by reference, be re-affirmed and re-stated as being the trust agreement heretofore existing between the City of Uvalde and said First State Bank of Uvalde; and, furthermore, said agreement shall hereafter remain in full force and effect in accordance with all the terms and provisions set forth in said agreement as shown in Exhibit "A" hereof.

BE IT FURTHER RESOLVED that all actions heretofore taken by the officers of the City of Uvalde relating to said perpetual care cemetery trust be ratified and confirmed; and, furthermore, BE IT RESOLVED that the full text of said perpetual care cemetery trust be recorded in the minutes of the City Council of the City of Uvalde.

PASSED AND APPROVED THIS THE 29th DAY OF JANUARY, 1976.

  
Howard T. Langford, Mayor

ATTEST:

  
T. H. Caffall, City Secretary

THE STATE OF TEXAS,) \*  
COUNTY OF UVALDE.) KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Uvalde, a municipal corporation, now owns a certain tract of land situated in Uvalde County, Texas, approximately one (1) mile West of the City of Uvalde, on U. S. Highway No. 90, and being the twenty-two and fifteen hundredths (22.15) acre tract described in the deed from Jake Schwartz et ux to the City of Uvalde, dated November 5, 1938, of record in Vol. 88, page 519, Deed Records of Uvalde County, Texas; and whereas, said tract of land has heretofore been subdivided and platted as a cemetery by the City of Uvalde, known as Hillcrest Memorial Park, which property will hereafter be maintained as a perpetual care cemetery; and

WHEREAS, said City of Uvalde contemplates selling and conveying burial lots or plots in said cemetery and said City of Uvalde now desires to set up and establish a perpetual care fund for said cemetery property; and

WHEREAS, said City of Uvalde desires First State Bank of Uvalde, Uvalde, Texas, a banking corporation incorporated under the laws of the State of Texas, with trust powers, its successors and assigns in office, to act as Trustee of said perpetual care fund, hereafter to be accumulated, and said First State Bank of Uvalde, Uvalde, Texas, is willing to act as such Trustee, upon the terms, provisions and conditions hereinafter stated:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby agreed by and between the CITY OF UVALDE, hereinafter styled Corporation, and said FIRST STATE BANK OF UVALDE, UVALDE, TEXAS, its successors and assigns in office, hereinafter styled Trustee, as follows, to-wit:

1.

Said Corporation hereby designates said First State Bank of Uvalde, Uvalde, Texas, as Trustee of said perpetual care

fund hereafter to be accumulated, and said banking corporation hereby agrees to act as such Trustee of said fund, all upon the terms, provisions and conditions herein set out.

2.

Said Corporation hereby agrees that it will stipulate and agree with every purchaser from it of a burial lot or plot in its said cemetery that said Corporation and keep and maintain its said cemetery as a perpetual care cemetery and especially that said Corporation will at all times observe and perform the requirements of the laws of the State of Texas with respect to said perpetual care fund, for use and benefit of purchasers and owners of lots or plots in said cemetery tract, as well as any valid amendment of said laws which may or shall hereafter be enacted by the Legislature of the State of Texas. Said Corporation hereby agrees that it will deposit with said Trustee, in its said perpetual care fund, an amount equivalent to fifty cents (50¢) per square foot of ground of interment right sold or disposed of as perpetual care property for earth interment.

3.

Such deposits to the credit of said perpetual care fund shall be made by said Corporation on or before the 15th day of every calendar month for the preceding calendar month; provided, however, that said Trustee shall not be under any duty to see that said deposits are thus made, nor shall said Trustee be in any manner liable or responsible for any failure on the part of said Corporation to make such deposits, from time to time.

4.

Should said Corporation sell and convey burial lots in said cemetery upon the installment basis, with the purchaser's obligation therefor evidenced by a contract, said Corporation agrees to deposit with the Trustee, as a perpetual care fund, an amount equal to thirty-three and one-third per cent ( $33\frac{1}{3}\%$ ) of any amounts paid under such contracts, and it is agreed that as long as such Corporation shall hereafter make sales on such

installment basis, said Corporation shall deposit, from month to month, with said Trustee an amount equal to thirty-three and one-third per cent (33-1/3%) of said Corporation's collections or receipts during the preceding calendar month on such installment sales until the sum of fifty cents (50¢) per square foot has been paid on each lot or plot as provided in paragraph 2 above. It is understood that the amount of said perpetual care fund that is to be created by said Corporation as to any one lot in its said cemetery shall not exceed the amount required for such lot by paragraph 2 above, that is, fifty cents (50¢) per square foot, and further, that if by reason of default on the part of the purchaser of any lot in making installment payments therefor, said Corporation shall forfeit or cancel its executory contract of sale of any such lot or plot, then the amount theretofore deposited with said Trustee on account of said particular lot or plot shall remain with said Trustee as a part of said perpetual care fund, but whenever said Corporation may or shall thereafter again sell said lot to another buyer, said Corporation will make such further deposits with said Trustee as a part of said perpetual care fund, as may or shall be required in order to create as to said particular lot or plot the trust fund herein mentioned, such as required by this trust agreement, all to the end that for every lot sold and actually conveyed by said Corporation to a purchaser, there shall be on deposit with said Trustee, as a part of said perpetual care fund, an amount such as herein contemplated for every lot in said cemetery as actually sold and conveyed by said Corporation.

5.

The principal of said perpetual care fund shall remain irreducible and inviolable, and same shall be maintained separate and distinct from all other funds. The principal of such fund shall be invested from time to time, reinvested and kept invested as authorized by law for the investment of such fund, and the net income arising therefrom shall be used solely for the general care,



maintenance and embellishment of said cemetery first above mentioned, and said net income shall be applied in such manner as said Corporation or its duly authorized agent or agents may from time to time determine to be for the best interests of said cemetery above mentioned.

6.

It is fully understood that in establishing and maintaining its said perpetual care fund said Corporation and/or its agents may from time to time adopt plans for the general care, maintenance and embellishment of said cemetery.

7.

Said Trustee shall hold said perpetual care fund, with its accumulations, for the uses and purposes and upon the conditions herein set out, but said Trustee shall not be under any duty to see that said money is paid to it by said Corporation or that said Corporation shall make the deposits with said Trustee as herein mentioned, and it is distinctly and expressly agreed that said Trustee shall never be liable or responsible in any manner whatsoever because of any failure, default or delay on the part of said Corporation in making said deposits with said Trustee as a part of said perpetual care fund.

8.

It is agreed that said Trustee shall from time to time invest, reinvest and keep invested, as far as practical, all of said perpetual care fund in one or more of these securities, to-wit: (a) Bonds or other obligations of the United States; (b) Bonds or other obligations of the State of Texas; (c) Bonds of any county, city, school district or other political subdivision in the State of Texas; (d) First Mortgage Real Estate Notes secured by property located in the County of Uvalde, Texas, the amount of which shall not be over fifty per cent (50%) of the appraised value. Said Trustee shall have the exclusive right to designate and select, from time to time, the particular securities, such as hereinabove described, in which said Trustee shall, from time to time, invest said

perpetual care fund and/or the accumulations thereof.

9.

Said Trustee shall from time to time apply, pay out and disburse the entire income by it realized from the investment of said perpetual care fund as follows, to-wit:

(a) To the payment to said Trustee of its actual and reasonable costs, expenses and charges for its services in said capacity, as hereinafter fixed, and to the payment of any and all necessary and proper charges or expenses as said Trustee may reasonably incur in the proper handling and administration of said trust estate, including premiums paid on and for investments which may be absorbed on and by amortization plan, if deemed advisable by Trustee.

(b) Said Trustee shall pay over to said Corporation, or its order, from time to time, the net income arising from the investment of said perpetual care funds, same to be used solely for the general care, maintenance and embellishment of said cemetery and same to be applied in such manner as said Corporation, from time to time, determine to be for the best interests of its said cemetery; provided, however, that said Trustee shall never be required to see to the proper application by said Corporation of any funds which may or shall be so paid to said Corporation by said Trustee. At the option of said Corporation, any part of said net income may be left with said Trustee and be added to the principal of said trust estate, any such option to be exercised by said Corporation, in writing, same to be delivered to said Trustee by said Corporation.

10.

It is agreed that said Corporation shall and must use any and all money by it to be received from said Trustee for the sole purpose aforesaid, and that in no event shall said Corporation ever retain for its own benefit, any part of said net income of said trust estate so to be paid to it by said Trustee.

11.

The trust evidenced by this instrument is intended, and it is hereby declared by said Corporation to be, for the sole benefit of the persons who may hereafter buy lots in said cemetery, and said trust shall be perpetually administered for said purpose, only, by said Trustee, and its successor or successors in said capacity.

12.

It is agreed that said Trustee may at any time resign as said Trustee by giving not less than thirty (30) days notice in writing to said Corporation, and further, that thereafter said Trustee shall be under no obligation except to account to its successor in this trust and to pay over and deliver to its said successor all monies, securities and properties then in the hands of said Trustee as such Trustee hereunder, less only any amount which may then be owing to said Trustee for any expenses theretofore reasonable incurred by it as such Trustee, in accordance with the terms hereof.

13.

If said Trustee shall resign or refuse further to act as Trustee hereunder or for any reason whatsoever become incapacitated to act as such Trustee hereunder, and if said Corporation should, for whatsoever reason, neglect, fail or refuse to select a successor trustee, then any person or persons who may then own lots in said cemetery shall be entitled to apply to the District Court in and for Uvalde County, Texas, for the appointment of such successor trustee, and such court appointment shall be binding upon all persons then interested in said cemetery. This right and power of appointment of successor trustees shall remain in full force and effect, and be exercised from time to time, whenever and as often as it shall be necessary for the perpetual maintenance of said perpetual care fund in accordance with this trust agreement and the laws of the State of Texas.

14.

It is agreed that said Trustee will keep an accurate record and account of all transactions pertaining to said trust fund, its accumulation, its investment, and any and all reinvestments, disbursements therefrom, etc., and further that such records of said Trustee shall be open to inspection of the duly authorized officers of said corporation at any time, during usual business hours.

15.

All investments of said perpetual care fund shall be made from time to time in the name of said Trustee.

16.

Said Trustee shall receive no compensation for its services hereunder, except that it shall be entitled to reimbursement for any actual expense or expenditure which it may incur in performing its duties hereunder.

17.

It is expressly and especially agreed that said Trustee shall not assume any responsibility in this matter except as herein specifically stated, and, further, that it shall never be or become liable, whether to said Corporation or anyone else, by reason of any honest mistake of judgment or for any other reason except gross neglect on the part of said Trustee in the matter of the investment, management and reinvestment of said trust fund as herein provided and/or in making payment of the net income by it derived therefrom as herein provided, and further that said Trustee shall not assume or have any responsibility whatsoever for the proper expenditure by said Corporation of the net income of said perpetual care fund, all of such expenditures being exclusively within the discretion and judgment of said Corporation.

18.

Said Trustee shall not be required to invest said trust fund until same shall aggregate or amount to not less than One Thousand Dollars (\$1,000), nor shall said Trustee be required,

from time to time, to invest the accumulations of said trust fund resulting from payments to be made to said Trustee by said Corporation in accordance with the terms hereof, until such accumulations shall amount to not less than One Thousand Dollars (\$1,000), and then only as appropriate investments or loans may be available at the price and upon the terms and conditions deemed advisable and desirable by the Trustee.

19.

Said fifty cents (50¢) per square foot of proceeds of sales of cemetery lots hereinabove mentioned shall apply only to those lots for which full and final payment shall be made by purchasers thereof, but, as stated above, said 50¢ per square foot shall apply to the total purchase price of every lot for which said Corporation shall receive payment on the basis of sales prices fixed and/or to be fixed by said Corporation in its discretion, from time to time.

20.

This agreement shall bind not only the immediate parties hereto but also their respective successors and assigns.

21.

It is expressly agreed that said Trustee may at any time during usual business hours furnish and give to any and all owners of lots in said cemetery information and data with respect to the status and amount of said trust fund, and the securities held by said Trustee for the use and benefit of said perpetual care fund.

EXECUTED in duplicate origins, at Uvalde, Texas, on this day of \_\_\_\_\_, 19 .

CITY OF UVALDE

ATTEST:

By \_\_\_\_\_

Mayor

\_\_\_\_\_  
City Manager

FIRST STATE BANK OF UVALDE, UVALDE, TEXAS

ATTEST:

By \_\_\_\_\_

President

\_\_\_\_\_  
Cashier



# CITY OF UVALDE

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

## BUSINESS OF THE COUNCIL

SUBJECT: Amend Ordinance 12.28.180 - Security generally, alcoholic beverages Section B

PREPARED FOR: Council

MEETING DATE: August 13, 2024

STAFF CONTACT: Homer Delgado, Chief of Police

MEETING TYPE: Regular Council

DEPARTMENT/GROUP: Police

MEETING: Regular Council - Aug 13 2024

### BACKGROUND INFORMATION:

Objective:

Recommended Action:

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

### Vendor Quotes

Amend ordinance 12.28.180 Security generally, alcoholic beverages section B

- to allow a minimum of two officers

- allow other law enforcement agencies and/or private security with approval from the chief of police and/or the civic center manager.

Sorayda Sanchez, City Secretary

Approved - Aug 09 2024

**ORDINANCE NO. 2024-**

**AN ORDINANCE OF THE CITY OF UVALDE, TEXAS AMENDING CHAPTER 12.28 OF THE UVALDE MUNICIPAL CODE, CIVIC CENTER; PROVIDING REQUIREMENTS FOR SECURITY DURING EVENTS: AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City Council of the City of Uvalde has the authority to set requirements for security during events at the SSGT. Willie de Leon Civic Center, and;

**WHEREAS**, the city council desires to promote fair use of the civic center for all individuals and groups, while providing a safe environment with security during events

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF UVALDE, TEXAS, THAT:**

**Section 1.** That existing Chapter 12.28 of the Uvalde Municipal Code to replace parts of 12.28.180 Section B

**Chapter 12.28 - CIVIC CENTER**

**12.28.180 - Security generally, alcoholic beverages.**

- A. Security is required for any event involving the consumption of alcoholic beverages or any other event at which the city determines that potential risk to public order necessitates a security presence. Security is also available at the request of the lessee.
- B. Unless otherwise approved by the city, required security shall be provided by the supervision of the chief of police. The city in its sole discretion, acting through the civic center manager and the chief of police, will determine the number of officers required for security. **As a matter of policy, a minimum of two officers is required for an event at which alcohol is consumed, but the city may require more, as provided above. Allowing other law enforcement agencies and/or private security with approval from the chief of police and/or the civic center manager.**
- C. If security is required, lessee shall pay to the city a security fee of \$40 per hour per officer. This security fee is in addition to the rental fee and is payable along with the rental fee at least 30 days in advance of the event.
- D. The lessee or user is responsible for assuring that no Texas Alcoholic Beverage Code violation occurs on-premises during the use. Any such violation shall cause an immediate termination of the use, and the city police are thereupon authorized to remove all persons from the premises and to close the premises.

\* \* \* \* \*

**Section 3. Penalty Clause.** Any person who shall violate any of the provisions of this ordinance, or shall fail to comply therewith, or with any of the requirements thereof, within the City of Uvalde, Texas, shall be liable to the City of Uvalde, Texas, for a civil penalty of not less than \$100 and not more than \$500 per violation. **Page 39 of 49**

limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum set out in Section 1.12.010 of this Code. Each day the violation exists shall constitute a separate offense. Proof of a culpable mental state shall not be required to establish a violation of this ordinance. Such penalty shall be in addition to all the other remedies provided herein.

**Section 4. Savings Clause.** All rights and remedies of the City of Uvalde are expressly saved as to any and all violations of the provisions of any ordinances affecting rental housing which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**Section 5. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

**Section 6. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation into this Ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 7. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**The City of Uvalde, Texas**

\_\_\_\_\_  
Everardo Zamora, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
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: Ordinance concerning repairs to rental (housing) units

PREPARED FOR: City Council

MEETING DATE: August 13, 2024

STAFF CONTACT: Vince DiPiazza, City Manager

MEETING TYPE: Regular Council

DEPARTMENT/GROUP:

MEETING: Regular Council - Aug 13 2024

### BACKGROUND INFORMATION:

This item was requested by Councilman King.

The proposed ordinance is intended to provide some authority to the city to enforce certain minimal repair standards for rental housing units. It addresses hot water, heating, and air conditioning. State law is pretty fuzzy in this area, however. See attached email from Deputy City Attorney Wegrzyn.

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

### Vendor Quotes

<u>Name of Vendor:</u>	<u>Cost:</u>

**ORDINANCE 2024-**

**AN ORDINANCE OF THE CITY OF UVALDE AMENDING TITLE 8 HEALTH AND SAFETY, OF THE UVALDE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING ENFORCEMENT AND PENALTY CLAUSES; PROVIDING OPEN MEETINGS, SEVERABILITY, AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City of Uvalde is tasked with protecting health and safety of its citizens, and

**WHEREAS**, extreme heat negatively affects health,

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF UVALDE, TEXAS, THAT:**

**Section 1. Findings of Fact.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2.** Amend Title 8 by adding Chapter 8.50 Rental Housing

Property owners of any property leased for monetary compensation must provide an air conditioning system that is in operable condition and capable of maintaining a room temperature of at least 15 degrees cooler than the outside temperature, but in no event higher than 85° F in rental dwelling units.

\* \* \* \* \*

**Section 3. Penalty Clause.** Any person who shall violate any of the provisions of this ordinance, or shall fail to comply therewith, or with any of the requirements thereof, within the City limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum set out in Section 1.12.010 of this Code. Each day the violation exists shall constitute a separate offense. Proof of a culpable mental state shall not be required to establish a violation of this ordinance. Such penalty shall be in addition to all the other remedies provided herein.

**Section 4. Savings Clause.** All rights and remedies of the City of Uvalde are expressly saved as to any and all violations of the provisions of any ordinances affecting rental housing which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**Section 5. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

**Section 6. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation into this Ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are

declared to be severable.

**Section 7. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**The City of Uvalde, Texas**

\_\_\_\_\_  
Everardo Zamora, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Sorayda A. Sanchez, City Secretary

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**Subject:** Re: Landlord's Duty to Repair or Remedy

Chip, Susan and I did quite a bit of research on this. There is nothing in state or federal law that gives us the authority to require people to have air conditioners. The Texas property code statutes that you cited are tenant remedies and we can not enforce those as it is a civil matter outside the jurisdiction of the City. However, Dallas, Denton and Houston have passed ordinances similar to what Susan attached. While I believe that there are potential issues with enforcing such an ordinance (i.e. there is no state or federal requirement to have air conditioning), I do believe it is worth the attempt. I just want you to be prepared for collateral attacks on the ordinance. The City can never pass ordinances with escalating fines, unless we have been given specific authority, which here we have not.

I would also suggest that in order to make this ordinance effective, it would be helpful if the City had a rental property registration requirement, such that we knew which properties were rental properties.

Susan, I would add a line to the ordinance so that it reads: "Property owners of any property leased for monetary compensation must provide...." Otherwise we get into a situation where we are requiring all property owners to provide air conditioning.

atw

## **RESOLUTION 2024-**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UVALDE TEXAS, PROVIDING ELECTION PROCEDURES FOR THE CITY'S SPECIAL ELECTION ON NOVEMBER 5, 2024, FOR THE ELECTION OF ONE CITY COUNCIL MEMBER TO A TERM OF FOUR YEARS; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the laws of the State of Texas and the Charter of the City of Uvalde, Texas provide that on November 5, 2024, there shall be elected the following officials for this City:

Council Member District 1 – Four Year Term

and;

**WHEREAS**, the laws of the State of Texas and the Charter of Uvalde, Texas further provide that the Election Code of the State of Texas is applicable to said election, and in order to comply with said code, a resolution should pass establishing the procedure to be followed in said election and designating the voting places for said election.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, by the City Council of the City of Uvalde, Texas:

That all independent candidates at the Special Election to be held on the 1<sup>st</sup> Tuesday in November, 2024 for the above mentioned offices should file their application to become candidates and designate their campaign treasurer with the City Secretary at City Hall, Intersection of Main and Getty Streets, P.O. Box 799, Uvalde, Texas 78802-0799, on or before 6:00 p.m., **August 22, 2024** and that all applications shall be uniform as prescribed by Section 141.031 of the Election Code of the State of Texas. The Special City Election of the City Council will be held on the 1<sup>st</sup> Tuesday in November 2024 or the nearest date thereto as may be required by law, in each even numbered year. At the General Election to be held in 2022 and every fourth year thereafter, Council Members for Districts 1, 3, and 5 will be elected. At the General Election held in 2020 and every fourth year thereafter, The Mayor, Council Members for places 2, and 4 will be elected. A candidate may file for any office, but must file for a specific office on the ballot and may not be a candidate for more than one (1) office in any election.

The Mayor is elected at large by a majority vote of the qualified voters for a term of four (4) years. Each Council Member is elected to a specific place on the Council for a term of four (4) years by a majority vote of the qualified voters of the City voting in the election for that place. The candidate receiving a majority of the votes for an elective office shall be declared the winner. The Council Member shall take office immediately after the Special Election at which they are a candidate for office. Each Council Member shall serve the period of their term, or until the person's successor is elected and qualifies for office as prescribed by the Charter.

The order in which the names of the candidates for each place shall be printed on the ballot shall be determined by a drawing by the City Secretary as provided by Section 52.094 of the Election Code.

Said election shall be held at the polling locations designated by the County Elections Administrator.

The City of Uvalde shall contract with the County Elections Administrator for this election. The County Elections Administrator is authorized and instructed to provide and furnish all the necessary election supplies to conduct such election. Voting at such election shall be upon paper ballots prepared in conformity with the Texas Election Code.

The polls at each of the above designated polling places shall be opened on said Election Day from 7:00 a.m. to 7:00 p.m.

The governing body of the City shall contract with the Uvalde County Elections Administrator. The Elections Administrator is the Early Voting Clerk for said election. The early voting by personal appearance for the designated election shall be in the Cactus Room of the SSGT. Willie De Leon Civic Center, 300 East Main Street, Uvalde, Texas, 78801, and said place for early voting by personal appearance shall remain open for at least eight hours on each day for early voting except for an official State holiday beginning on October 21, 2024, and continuing through November 1, 2024. Said place of voting shall remain open between the hours of 9:00 a.m. and 6:00 p.m. on each day for said early voting.

As required under Section 85.005 (d) Election Code, early voting by personal appearance at the main early voting polling place shall be conducted for at least 12 hours on two weekdays, if the early voting period consists of six or more weekdays; therefore, early voting by personal appearance shall be conducted for 12 hours between 7:00a.m. and 7:00p.m. on October 31, 2024, and November 1, 2024. The Early Voting Clerk's address to which ballot applications and ballot voted by mail may be sent to is #2 Courthouse Square, Uvalde, Texas 78801.

Early voting by personal appearance and by mail shall be by paper ballots and shall be canvassed by an Early Voting Ballot Board.

All ballots shall be prepared in accordance with Texas Election Code. Optical scan ballots shall be used for early voting by mail, for early voting by personal appearance, and for Election Day. The Hart InterCivic Inc., as required by the Help America Vote Act of 2002, will be available for use during both early voting by personal appearance and on Election Day at each polling place. The City Council hereby adopts for use in early voting and election day voting, the Hart InterCivic Inc. as approved by the Secretary of State.

Said election shall be held in accordance with the Election Code of the State and only resident qualified voters of said City shall be eligible to vote in said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than November 6, 2024 nor later than November 19, 2024.

The Mayor Pro Tem shall give note of this election in accordance with the terms and provisions of Section 4.004, 83.010, 85.004, and 85.007 of the Election Code, and all necessary orders and the proper authority shall issue writs for said election. Returns of said election shall be made to the City Council immediately after the closing of the polls. A notice containing a substantial copy of this Resolution shall be posted on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid polling places not later than the twenty-first (21<sup>st</sup>) day before the election, and by publishing the Notice of Special Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation in the city.

It is further found and determined that in accordance with the order of this governing body, the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located in City Hall, a place convenient and readily accessible to the general public and said notice having been so posted and remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

**PASSED, APPROVED, AND ADOPTED THIS 13<sup>TH</sup> DAY OF AUGUST 2024.**

THE CITY OF UVALDE:

\_\_\_\_\_  
Everardo Zamora, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Sorayda A. Sanchez, City Secretary

## 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.<sup>1</sup> More than 800,000 illegal aliens have avoided apprehension while unlawfully entering the United States and remain unaccounted for within our nation.<sup>2</sup> 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.<sup>3</sup> 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.<sup>4</sup> 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

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

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

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

<sup>4</sup> [https://www.cdc.gov/nchs/pressroom/nchs\\_press\\_releases/2022/202205.htm](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 13<sup>th</sup> day of August 2024.

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Everardo “Lalo” Zamora, Mayor Pro-Tem  
City of Uvalde, Texas