



**City of Alpine**  
**REGULAR CITY COUNCIL MEETING**  
**803 W. Holland Avenue, Alpine, Texas 79830**  
**Tuesday, February 1, 2022 - 5:30 P.M.**

---

Notice is hereby given that the City Council of the City of Alpine, Texas will hold a regular meeting at 5:30 P.M. on February 1, 2022 in City Council Chambers, at 803 West Holland Avenue, in the City of Alpine, Texas for the purpose of considering the attached agenda. This notice is posted pursuant to the Texas Open Meetings Act (Government Code Sec. 551.043). **PUBLIC NOTICE – THE USE OF CELLULAR PHONES AND ELECTRONIC EQUIPMENT IS PROHIBITED IN THE CITY COUNCIL CHAMBERS DURING MEETINGS OF THE CITY COUNCIL EXCEPT FOR PURPOSES EXPLICITLY AUTHORIZED BY STATE LAW (TEXAS GOVERNMENT CODE SEC. 551.023).** This meeting will be conducted in accordance with the official Rules of Decorum for City Council Meetings available at [www.cityofalpine.com/decorum](http://www.cityofalpine.com/decorum). Public Comments are limited to the Public Comment and Public Hearing section of the agenda. Individuals who wish to address the City Council may do so by completing a Public Comment Card and by placing the completed card on the City Secretary's desk not later than five minutes before commencement of the meeting. The Public Comment Card may also be completed online at [www.cityofalpine.com/councilcomments](http://www.cityofalpine.com/councilcomments). A Public Comment Card is not required for speakers who wish to comment on a Public Hearing item. When speakers are acknowledged, please approach the microphone at the podium and state your name and Ward for the record. Public Comments are limited to 3 minutes per person, and a bell will signal the end of each speaker's time. Please conclude speaker comments promptly when the bell rings. State law generally prohibits the Council from discussing or taking any action on any issue not included on the agenda, but if appropriate, the Council may schedule the topic for future discussion or refer the matter to staff. **NO PERSONAL ATTACKS ON COUNCIL MEMBERS OR CITY STAFF WILL BE ALLOWED.** The Mayor and/or City Council Members may call a Point of Order to stop Personal Attacks. If an individual continues to personally attack an elected official or staff member in a meeting, they may be barred.

## **AGENDA**

1. **Call to Order and Pledge of Allegiance to the Flag.**
2. **Determination of a Quorum and Proof of Notice of the Meeting.**
3. **Public Comments** – (limited to 3 minutes per person)
4. **Presentations, Recognitions, and Proclamations** – None.
5. **Reports** -

### **City Mayor Report**

### **City Attorney Report**

### **City Manager Report**

- City Updates

### **City Staff Update**

- Public Utilities by Director of Utilities Keith Segar
- Building Services by Permit Technician Jessica Boorse

## 6. **Public Hearings** –

1. Public Hearing to obtain citizen views and comments regarding an application for replat to allow applicants, David L. Franks & Linda J. Clay, to separate (2) lots and remove an unnamed platted street and park. The property in question is located at **1010 N. Bird St.** Record property owner(s) David L. Franks & Linda J. Clay.
2. Public Hearing to obtain citizen views and comments regarding an application for a Special Use Permit for applicant Hong Nguyen. The applicant is requesting a special use permit for the purpose of establishing a coin-operated machine business. The property in question is located at **2000 E. Highway 90.** Record property owner(s) Vimal Patel.

## 7. **Consent Agenda** – (Minutes, Financial reports, Department written reports, board appointments, etc.)

**Notice to the Public** – The following items are of a routine and administrative nature. The Council has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Council Member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. Approval of January 11, 2022 Workshop Meeting Minutes (G. Calderon, City Secretary)
2. Approval of January 18, 2022 Regular Meeting Minutes (G. Calderon, City Secretary)
3. Approval of excused absence of Mayor Ramos from January 18, 2022 Regular City Council Meeting (G. Calderon, City Secretary)
4. Approval of excused absence of Councilor Rodriguez from January 18, 2022 Regular City Council Meeting (G. Calderon, City Secretary)

**8. Information or Discussion Items –**

1. Family Crisis Center Update by Executive Director Leticia Carillo (M. Antrim, Interim City Manager)
2. Discussion regarding the provisional Texas Disposal Systems contract (M. Antrim, Interim City Manager)
3. Presentation by Guy & Lisa Fielder of Chisos Brewing Co. (J. Stokes, City Council)

**9. Action items to be accompanied by a brief statement of facts, including where funds are coming from, if applicable.** (Action items limited to 10 per meeting).

1. Approve an application for replat to allow applicants, David L. Franks & Linda J. Clay, to separate two (2) lots and remove an unnamed platted street and park. The property in question is located at **1010 N. Bird Street**. Record property owner(s) David L. Franks & Linda J. Clay. The Planning & Zoning Commission has recommended approval of this replat (M. Antrim, Interim City Manager)
2. Approve an application for a Special Use Permit for applicant Hong Nguyen. The applicant is requesting a special use permit for the purpose of establishing a coin-operated machine business. The property in question is located at **2000 E. Highway 90**. Record property owner(s) Vimal Patel. The Planning & Zoning Commission has recommended denial of this Special Use Permit (M. Antrim, Interim City Manager)
3. Approve Resolution 2022-02-01, a resolution authorizing the Environmental Services Department to participate in the Keep Texas Beautiful and Texas Department of Transportation Governor's Community Achievement Award Program (M. Antrim, Interim City Manager)
4. Approve Resolution 2022-02-02, a resolution authorizing the City of Alpine to participate in the Office of the Governor, Public Safety Office, Criminal Justice Division's Justice Assistance Grant (JAG) Program for Fiscal Year 2023 (M. Antrim, Interim City Manager)
5. Approve Resolution 2022-02-03, a resolution authorizing the City of Alpine to participate in the Office of the Governor, Public Safety Office, Homeland Security Grants Program, Local Border Security Program for Fiscal Year 2023 (M. Antrim, Interim City Manager)

**10. City Council Member Comments –** No discussion or action may take place.

**NOTICE:** The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, as authorized by the Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.086 (economic development).

**11. Executive Session –**

1. Meeting with special counsel regarding the Ponton development project (M. Antrim, Interim City Manager)

**12. Action – Executive Session –**

1. Action if any, concerning the meeting with special counsel regarding the Ponton development project (M. Antrim, Interim City Manager)

**13. Adjourn.**

**CERTIFICATION**

I, Geoffrey R. Calderon, hereby certify that this notice was posted at City Hall, a convenient and readily accessible place to the general public and to the City website at [www.cityofalpine.com](http://www.cityofalpine.com) pursuant to Section 551.043, Texas Government Code. The said notice was posted at 2:00 P.M. on January 28, 2022, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting. This facility is wheelchair accessible and accessible parking space is available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Office of the City Secretary at (432) 837-3301, option 1, or email [city.secretary@ci.alpine.tx.us](mailto:city.secretary@ci.alpine.tx.us) for further information.

  
Geoffrey R. Calderon, City Secretary



1. **Call to Order and Pledge of Allegiance to the Flag.**
2. **Determination of a Quorum and Proof of Notice of the Meeting.**
3. **Public Comments** – (limited to 3 minutes per person)
4. **Presentations, Recognitions, and Proclamations** – None.
5. **Reports** -

**City Mayor Report**

**City Attorney Report**

**City Manager Report**

- City Updates

**City Staff Update**

- Public Utilities by Director of Utilities Keith Segar
- Building Services by Permit Technician Jessica Boorse



**CITY COUNCIL  
MEETING AGENDA ITEM COVER MEMO  
FEBRUARY 1, 2022**

---

**REPORTS**

---

1. CITY MANAGER REPORT
  - a. City Updates

---

**BACKGROUND**

---

1. None.

---

**SUPPORTING MATERIALS**

---

1. Slide Presentation to be presented during the meeting. Presentation will be posted to [www.cityofalpine.com/reports](http://www.cityofalpine.com/reports) within 24 hours of the meeting.

---

**STAFF RECOMMENDATION**

---

1. None.



**CITY COUNCIL  
MEETING AGENDA ITEM COVER MEMO  
FEBRUARY 1, 2022**

---

**REPORTS**

---

1. CITY STAFF UPDATE
  - Public Utilities by Director of Utilities Keith Segar

---

**BACKGROUND**

---

1. None.

---

**SUPPORTING MATERIALS**

---

1. Slide Presentation to be presented during the meeting. Presentation will be posted to [www.cityofalpine.com/reports](http://www.cityofalpine.com/reports) within 24 hours of the meeting.

---

**STAFF RECOMMENDATION**

---

1. None.

# UTILITIES DEPARTMENT UPDATES

City Council Meeting 2/1/2022

**CITY OF ALPINE**





## 2021 ANNUAL STATS

- ✍ Pumped 498,269,611 gallons of water from 11 wells currently in use.
- ✍ 33 major water leaks resulting in an estimated 21,390,526 gallons lost
- ✍ Took 96 Bacteriological Water Samples and 68 Raw Well Samples, along with 2,190 daily Chlorine Residual Samples
- ✍ Responded to 1,680 Work Orders in past *six months*, including:
  - ✍ 120 Leak Investigations
  - ✍ 95 Meter and Curb Stop Replacements
  - ✍ 49 Sewer Backups
  - ✍ 14 New Tap Installations
  - ✍ 78 Septic Hauler Dumps
  - ✍ 33 Bulk Water Sales

## AGING INFRASTRUCTURE

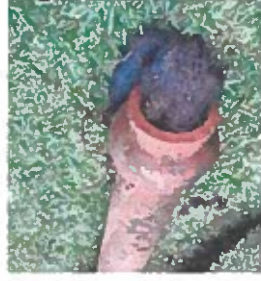
- ✂ Old lines develop leaks and breaks due to age and ground upheaval
- ✂ Old line material fractures more easily than newer industry standard materials



BRICK



ORANGEBURG



CLAY



CAST IRON



PVC

- ✂ New Lead & Copper ruling made into Law requires identification and inventory of ALL lines that are Lead or have Lead connections ASAP and our REPLACEMENT plan and schedule submitted to TCEQ and EPA by 10/16/2024

## EMPLOYEE RETENTION AND TRAINING

- ✍ Nation-wide challenge to recruit, hire, and retain qualified employees
- ✍ State Commission for Environmental Quality (TCEQ) requires different licensure levels for varying positions
- ✍ Competitive and creative compensation is needed to attract and retain employees in order to maintain compliance with TCEQ
- ✍ Training is key to any plan of action
- ✍ Suitable candidates must be identified and encouraged to continue their education and growth
- ✍ The more training, and higher levels of certification an employee receives, the greater the value to the City
- ✍ People are the most important asset within EVERY organization

# UNAUTHORIZED MATERIALS IN SEWER

- Majority of sewer back-ups are directly related to blockages from unauthorized items being flushed

WIPES & TOWELS (baby, face, cleaning)	COTTON SWABS
CLEANSING PADS & COTTON BALLS	TOILET PAPER 'TUBES'
MEDICINE & PILLS	CIGARETTES
BANDAGES	DIAPERS & PULL-UPS
SANITARY PRODUCTS	CONDOMS
GREASE & OIL	FLOSS & HAIR



Recent  
sewer back-  
up on NE  
side of Alpine



Typical pile of  
unauthorized  
items removed  
daily from  
wastewater  
treatment  
plants

- These items do not break down in wastewater systems and physical removal of these items is required



## UNAUTHORIZED MATERIALS IN SEWER

- ✍ Covid 19 and toilet paper shortages exacerbated the problem because many different items were used in place of normal toilet paper which will have built up in layers along the sewer walls and will stay in there for years to come
- ✍ Fats, oils, and grease add to the layers and contribute to blockages.

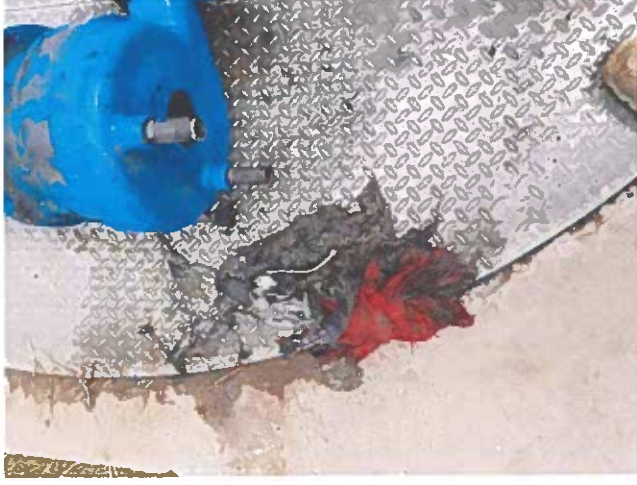
### DID YOU KNOW

FOG + non-flushables can create huge "fatbergs." One the weight of 11 double decker buses and as hard as concrete was discovered blocking a British sewer recently



## UNAUTHORIZED MATERIALS IN SEWER

- ✂ When these items release, they work their way through to expensive pumping equipment, possibly clogging and burning them out.



Recent clog in an Alpine Lift Station Pump consisting of rags, underwear, and jeans which burned out the 2 month old pump

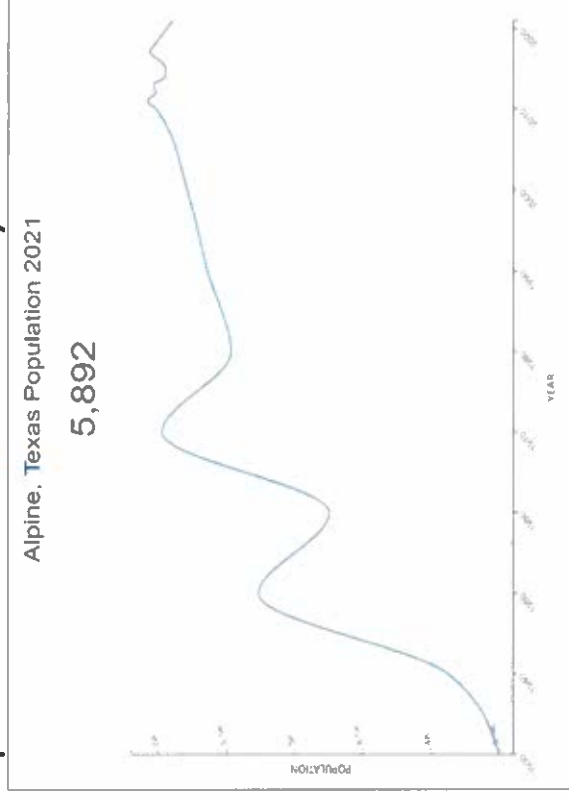


**TCEQ**

- ✍ Previous violations with TCEQ have strained our relationship.
- ✍ Goal is to repair relationship and re-build reputation to form a professional working relationship that's non-adversarial
- ✍ Bolster consumer confidence in our water supply, processes, and performance.

## POPULATION DECLINE

- ✦ 2011 US Census Data shows Alpine is currently declining at a rate of -0.76% annually and its population has decreased by -0.22% since the 2010 census.



- ✦ As residency declines, so does the tax base and use fees associated with the Utilities department, resulting in loss of revenue for daily operations and fixed costs.
- ✦ Currently, the department is favorable to budget, but if the downward trend continues, in the future, rates and fees need to be analyzed to ensure continued operation and repair.



## SUMMARY

- ✍ Solutions to aforementioned problems will be costly, labor intensive, and require outside resources to accomplish
- ✍ We will do everything within our control to streamline operations, become more efficient, while still being effective, and proactive in meeting these challenges head on in order to protect the citizens of Alpine in the years ahead.



**CITY COUNCIL  
MEETING AGENDA ITEM COVER MEMO  
FEBRUARY 1, 2022**

---

**REPORTS**

---

1. CITY STAFF UPDATE
  - Building Services by Permit Technician Jessica Boorse

---

**BACKGROUND**

---

1. None.

---

**SUPPORTING MATERIALS**

---

1. Slide Presentation to be presented during the meeting. Presentation will be posted to [www.cityofalpine.com/reports](http://www.cityofalpine.com/reports) within 24 hours of the meeting.

---

**STAFF RECOMMENDATION**

---

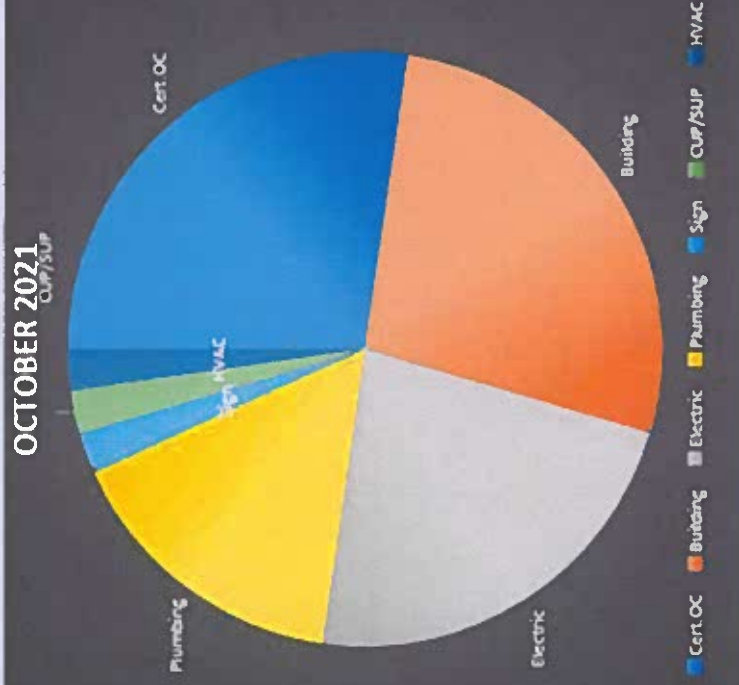
1. None.



## **BUILDING SERVICES DEPARTMENT**

**NOVEMBER - DECEMBER 2021**

# OCTOBER 2021



44

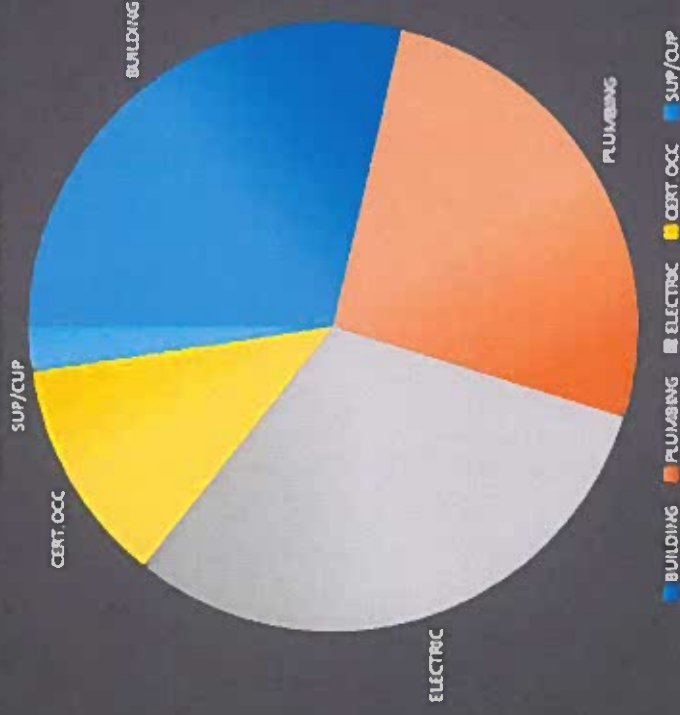
PERMITS TOTAL:  
\$5,905.93

VALUATIONS:  
\$749,849.48

INSPECTIONS: 35

# NOVEMBER 2021

NOVEMBER PERMITS



39

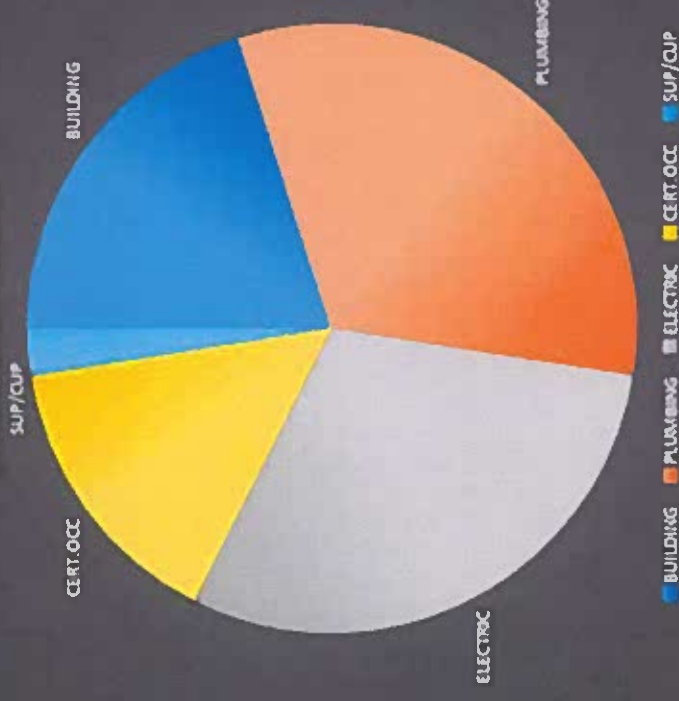
PERMITS TOTAL:  
\$6,857.55

VALUATIONS:  
\$531,940.93

INSPECTIONS: 39

# DECEMBER 2021

DECEMBER PERMITS



40

PERMITS TOTAL:  
\$3,993.7

VALUATIONS:  
\$419,117.90

INSPECTIONS: 41



# **CODE COMPLIANCE**

- 185 LETTERS SENT OUT FOR HIGH WEEDS; OVER 100 PROPERTIES HAVE COMPLIED. CITATIONS WILL BE ISSUED ON THE PROPERTIES THAT HAVE NOT RESPONDED TO THE LETTERS.
- NEW DOOR HANGERS! FOR CODE COMPLIANCE & ILLEGAL DUMPING.
- ENVIRONMENTAL SERVICES & CODE COMPLIANCE WORKING TOGETHER TO TARGET “HOT SPOTS” THAT ARE A NUISANCE.

# PLANNING & ZONING



**2 CONDITIONAL USE:** ALLOWING A NEW OUTSIDE EVENT SPACE FOR FAMILIES ON MURPHY STREET & “ROUX” A NEW COMMERCIAL KITCHEN TO SERVE CATERED FOODS.

**2 SPECIAL USE PERMIT:** “AMIGOS” ON 11<sup>TH</sup> & HOLLAND TO REOPEN UNDER NEW OWNERSHIP AS A CONVENIENCE STORE THAT SELLS ALCOHOL & A NEW WINE BAR AT 116 N 5<sup>TH</sup>.



## **UPDATES & ANNOUNCEMENTS**

- THE NEW FOOD PANTRY COMPLETED CONSTRUCTION AND IS SERVING THE PUBLIC.
- SKELTON RUNWAY HAS GONE VERTICAL.
- MITCHELL'S FURNITURE HAS A NEW WAREHOUSE BEING BUILT BEHIND THEIR NEW LOCATION ON HOLLAND.
- (7) NEW RESIDENTIAL HOMES WERE PERMITTED TO BE BUILT.
- (2) NEW COMMERCIAL BUILDINGS WERE PERMITTED TO BE BUILT.
- (1) NAPA DEMO, NO PLANS FOR BUILDING HAVE BEEN SUBMITTED.
- NEW NURSERY HAS GONE VERTICAL ON WEST HWY 90.



# GOALS & ACHIEVEMENTS:

- UPDATED ICC BOOKS HAVE ARRIVED FOR THE BUILDING SERVICES DEPARTMENT. THEY WILL ALSO BE AVAILABLE TO THE PUBLIC.
- PREPARING FOR THE PERMIT TECHNICIAN COURSE WITH THE INTERNATIONAL CODE COUNCIL.
- UPDATING THE CODE OF ORDINANCE: THERE IS A NEED FOR CORRECTIONS AS WELL AS CLARIFICATION. THIS WOULD ALSO INCLUDE THE FULL ADOPTION OF THE ICC CODES.
- NEW PRELIMINARY PLAN FOR WATER/SEWER TAPS HAS INCREASED THE FOOT TRAFFIC OF CITIZENS TO THE BUILDING SERVICES DEPARTMENT. ALLOWING THEM TO SEE MAPS TO FIND ANSWERS AND SAVING THE CITY WORKERS TIME IN ASSESSMENTS THAT ARE NOT NEEDED. ALSO, THIS IS HELPING NEW BUILDERS GET ACQUAINTED WITH THE BUILDING PERMIT PROCESS.
- BUILDING SERVICES STILL NEEDS A FULL-TIME BUILDING OFFICIAL. WE ARE FALLING BEHIND ON MANY THINGS THAT ARE IMPACTING OUR COMMUNITIES: GREASE TRAP INSPECTIONS (SEWER ISSUES), COIN OPERATED INSPECTIONS, UPDATING THE CITY MAPS & SPENDING MORE TIME IN THE FIELD FOCUSING ON CODE COMPLIANCE.
- WORK ON PSA FLYERS/WEBSITE.

**6. Public Hearings –**

1. Public Hearing to obtain citizen views and comments regarding an application for replat to allow applicants, David L. Franks & Linda J. Clay, to separate (2) lots and remove an unnamed platted street and park. The property in question is located at **1010 N. Bird St.** Record property owner(s) David L. Franks & Linda J. Clay.
2. Public Hearing to obtain citizen views and comments regarding an application for a Special Use Permit for applicant Hong Nguyen. The applicant is requesting a special use permit for the purpose of establishing a coin-operated machine business. The property in question is located at **2000 E. Highway 90.** Record property owner(s) Vimal Patel.



**CITY COUNCIL  
MEETING AGENDA ITEM COVER MEMO  
FEBRUARY 1, 2022**

---

**PUBLIC HEARINGS**

---

1. Public Hearing to obtain citizen views and comments regarding an application for replat to allow applicants, David L. Franks & Linda J. Clay, to separate (2) lots and remove an unnamed platted street and park. The property in question is located at **1010 N. Bird St.** Record property owner(s) David L. Franks & Linda J. Clay.

---

**BACKGROUND**

---

1. None.

---

**SUPPORTING MATERIALS**

---

1. None.

---

**STAFF RECOMMENDATION**

---

1. None.



**CITY COUNCIL  
MEETING AGENDA ITEM COVER MEMO  
FEBRUARY 1, 2022**

---

**PUBLIC HEARINGS**

---

2. Public Hearing to obtain citizen views and comments regarding an application for a Special Use Permit for applicant Hong Nguyen. The applicant is requesting a special use permit for the purpose of establishing a coin-operated machine business. The property in question is located at **2000 E. Highway 90**. Record property owner(s) Vimal Patel.

---

**BACKGROUND**

---

1. None.

---

**SUPPORTING MATERIALS**

---

1. None.

---

**STAFF RECOMMENDATION**

---

1. None.

7. **Consent Agenda** – (Minutes, Financial reports, Department written reports, board appointments, etc.)

**Notice to the Public** – The following items are of a routine and administrative nature. The Council has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Council Member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. Approval of January 11, 2022 Workshop Meeting Minutes (G. Calderon, City Secretary)
2. Approval of January 18, 2022 Regular Meeting Minutes (G. Calderon, City Secretary)
3. Approval of excused absence of Mayor Ramos from January 18, 2022 Regular City Council Meeting (G. Calderon, City Secretary)
4. Approval of excused absence of Councilor Rodriguez from January 18, 2022 Regular City Council Meeting (G. Calderon, City Secretary)



**CITY COUNCIL  
MEETING AGENDA ITEM COVER MEMO  
FEBRUARY 1, 2022**

---

**CONSENT AGENDA**

---

1. Approval of January 11, 2022 Workshop Meeting Minutes (G. Calderon, City Secretary)

---

**BACKGROUND**

---

1. None.

---

**SUPPORTING MATERIALS**

---

1. January 11, 2022 Workshop Meeting Minutes.

---

**STAFF RECOMMENDATION**

---

1. APPROVE.

**City of Alpine  
City Council Workshop Meeting  
Tuesday, January 11, 2022  
Minutes**

**CITY COUNCIL WORKSHOP MEETING - 5:30 P.M.**

1. **Call to Order & Pledge of Allegiance** – Mayor Andres Ramos called the workshop meeting to order at 5:30 P.M. The meeting was held at City Council Chambers located at 803 West Holland Avenue and via Zoom conference in the City of Alpine, Texas. Mayor Ramos led the pledge of allegiance to the flags.

2. **Determination of a Quorum and Proof of Notice of the Meeting** –

**City Council Members Present:**

Mayor Andres Ramos  
Councilor Judy Stokes  
Councilor Chris Rodriguez  
Councilor Martin Sandate  
Councilor Jerry Johnson

**City Staff Present:**

Megan Antrim, Interim City Manager  
Geoffrey R. Calderon, City Secretary  
Darrell Losoya, Chief of Police

**Not Present:**

Councilor Sara Tandy

City Secretary, Geoffrey Calderon, determined that a quorum of the City Council was present at the City Council Chambers and reported that the meeting agenda was posted at 2:00 P.M. on January 7, 2022.

3. **Public Comments** – (limited to 3 minutes per person) – None.

4. **Workshop** –

Workshop regarding City Boards and Commissions.

5. **City Council Member Comments and Answers** – No discussion or action may take place.

**NOTICE:** The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, Pursuant to Texas Government Code 551.071 (consultation with an attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.086 (economic development).

13. **Adjourn.** (6:54 P.M.)

**ATTEST:**

---

Andres “Andy” Ramos, Mayor

---

Geoffrey R. Calderon, City Secretary



## CERTIFICATION

I, Geoffrey R. Calderon, hereby certify that this notice was posted at City Hall, a convenient and readily accessible place to the general public, and to the City website at [www.cityofalpine.com](http://www.cityofalpine.com) pursuant to Section 551.043, Texas Government Code. The said notice was posted at 2:00 P.M. on January 7, 2022, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting. This facility is wheelchair accessible and accessible parking space is available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Office of the City Secretary at (432) 837-3301, option 1, or email [city.secretary@ci.alpine.tx.us](mailto:city.secretary@ci.alpine.tx.us) for further information.

---

Geoffrey R. Calderon, City Secretary



**CITY COUNCIL  
MEETING AGENDA ITEM COVER MEMO  
FEBRUARY 1, 2022**

---

**CONSENT AGENDA**

---

2. Approval of January 18, 2022 Regular Meeting Minutes (G. Calderon, City Secretary)

---

**BACKGROUND**

---

1. None.

---

**SUPPORTING MATERIALS**

---

1. January 18, 2022 Regular Meeting Minutes.

---

**STAFF RECOMMENDATION**

---

1. APPROVE.

**City of Alpine  
Regular City Council Meeting  
Tuesday, January 18, 2022  
Minutes**

**REGULAR CITY COUNCIL MEETING - 5:30 P.M.**

1. **Call to Order & Pledge of Allegiance** – Mayor Pro Tem Jerry Johnson, called the meeting to order at 5:30 P.M. The meeting was held at City Council Chambers located at 803 West Holland Avenue and via Zoom conference in the City of Alpine, Texas. Mayor Pro Tem Johnson led the pledge of allegiance to the flags.

2. **Determination of a Quorum and Proof of Notice of the Meeting** –

**City Council Members Present:**

Mayor Pro Tem Jerry Johnson  
Councilor Judy Stokes  
Councilor Sara Tandy  
Councilor Martin Sandate

**Not Present:**

Mayor Andres Ramos  
Councilor Chris Rodriguez

**City Staff Present:**

Megan Antrim, Interim City Manager  
Geoffrey R. Calderon, City Secretary  
Darrell Losoya, Chief of Police  
Keith Segar, Director of Utilities  
Abel Hinojos, Airport Supervisor  
Adelina Beall, Environmental Services  
Randy Guzman, Gas Utility Director

City Secretary, Geoffrey Calderon, determined that a quorum of the City Council was present at the City Council Chambers and reported that the meeting agenda was posted at 9:00 A.M. on January 14, 2022.

3. **Public Comments** – (limited to 3 minutes per person) – None.
4. **Presentations, Recognitions, and Proclamations** – (A. Ramos, Mayor) – None.
5. **Reports** – Copies of the charts presented during the meeting are posted on the City website at [www.cityofalpine.com/cmreports](http://www.cityofalpine.com/cmreports) –

**City Mayor's Report**

**City Attorney's Report**

**City Manager Report**

- City Updates
- December 2021 Expense/Revenue Finance Report

**City Staff Updates**

- Environmental Services by Adelina Beall, Environmental Services Coordinator
- Gas Department by Randy Guzman, Gas Utility Director

## **6. Public Hearings –**

### **Open (6:02 P.M.)**

1. Public Hearing to obtain citizen views and comments on the second and final reading of Ordinance 2022-01-01, an ordinance amending Chapter 23 - City Council to the Alpine Code of Ordinances; Amending Article II - Rules of Procedure; Amending Article III - Rules of Decorum.
2. Public Hearing to obtain citizen views and comments on the second and final reading of Ordinance 2022-01-02, an ordinance amending Chapter 2 - Administration, Article IV - Finance, establishing Division 3 - Uncollectable Debt.

**Public Comments:** None.

### **Close (6:03 P.M.)**

**7. Consent Agenda** – (Minutes, Financial reports, Department written reports, Board appointments, etc.) – (Notice to the Public – The following items are of a routine and administrative nature. The Council has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Council Member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.) –

1. Approval of December 21, 2021 Special Meeting Minutes (G. Calderon, City Secretary)
2. Approval of January 4, 2022 Regular Meeting Minutes (G. Calderon, City Secretary)
3. Approval of excused absence of Councilor Tandy from January 4, 2022 Regular City Council Meeting (G. Calderon, City Secretary)
4. Approval of Public Utilities Worker II, Worker III, and Foreman job descriptions (M. Antrim, Interim City Manager)
5. Approval of FY 2021 Corrected 4<sup>th</sup> Quarter Investment Report (M. Antrim, Interim City Manager)
6. Approval of FY 2022 1<sup>st</sup> Quarter Investment Report (M. Antrim, Interim City Manager)

**RESOLUTION 2022-01-09:** On a motion by Councilor Stokes and seconded by Councilor Tandy to approve the consent agenda, the City Council voted unanimously to adopt the motion.

## **8. Information or Discussion items –**

1. Discussion with Texas Disposal Systems regarding solid waste, recycling, landfill lease, and operations request for proposal and tentative contract (M. Antrim, Interim City Manager)

### **Texas Disposal Systems Representatives in Attendance:**

Ja-Mar Prince – Municipal Sales Supervisor  
Rick Fraumann – Director of Sales

Brandon Smitheal – Director of Operations  
John Nelson – Operations Manager  
Jay Lewellen – Transition Project Manager

2. Parks and Recreation Board Presentation by Chair Darin Nance (M. Antrim, Interim City Manager)

**9. Action items to be accompanied by a brief statement of facts, including where funds are coming from, if applicable.** (Action items limited to 10 per meeting.) –

1. Approve the second and final reading of Ordinance 2022-01-01, an ordinance amending Chapter 23 - City Council to the Alpine Code of Ordinances; Amending Article II - Rules of Procedure; Amending Article III - Rules of Decorum (J. Johnson, City Council)

**RESOLUTION 2022-01-10:** On a motion by Councilor Tandy and seconded by Councilor Sandate to approve the second and final reading of Ordinance 2022-01-01, the City Council unanimously voted to adopt the motion.

2. Approve the second and final reading of Ordinance 2022-01-02, an Ordinance amending Chapter 2 - Administration, Article IV - Finance, establishing Division 3 - Uncollectable Debt to the Alpine Code of Ordinances (M. Antrim, Interim City Manager)

**RESOLUTION 2022-01-11:** On a motion by Councilor Stokes and seconded by Councilor Tandy to approve the second and final reading of Ordinance 2022-01-02, the City Council unanimously voted to adopt the motion.

3. Approve Resolution 2022-01-07, a resolution adopting an uncollectable debt policy (M. Antrim, Interim City Manager)

**RESOLUTION 2022-01-12:** On a motion by Councilor Sandate and seconded by Councilor Tandy to approve Resolution 2022-01-07, the City Council unanimously voted to adopt the motion.

4. Approve Resolution 2022-01-08, a resolution tasking the Parks and Recreation Board to pursue 2022 key City objectives (J. Stokes, City Council)

**RESOLUTION 2022-01-13:** Councilor Tandy motioned to approve Resolution 2022-01-08, with Councilor Sandate seconding the motion. Discussion took place.

**RESOLUTION 2022-01-14:** Councilor Stokes motioned, and Councilor Sandate seconded, to approve the original motion with an amendment to add item 5 to section 1 to read:

Park prioritization – the Board shall advise the City Council the priority of each City park to citizens of Alpine, which will assist the Council in determining which parks should be prioritized, closed, or repurposed to benefit the general public.

The City Council unanimously voted to adopt the amendment. The City Council then unanimously voted to adopt the original motion as amended.

**10. City Council Member Comments and Answers** – No discussion or action may take place.

**NOTICE:** The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, Pursuant to Texas Government Code 551.071 (consultation with an attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.086 (economic development).

**11. Executive Session** – None.

**12. Action – Executive Session** – None.

*There being no further business, the meeting was adjourned.*

**13. Adjourn.** (6:51 P.M.)

**ATTEST:**

---

Andres “Andy” Ramos, Mayor

---

Geoffrey R. Calderon, City Secretary

#### **CERTIFICATION**

I, Geoffrey R. Calderon, hereby certify that this notice was posted at City Hall, a convenient and readily accessible place to the general public, and to the City website at [www.cityofalpine.com](http://www.cityofalpine.com) pursuant to Section 551.043, Texas Government Code. The said notice was posted at 9:00 A.M. on January 14, 2022, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting. This facility is wheelchair accessible and accessible parking space is available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Office of the City Secretary at (432) 837-3301, option 1, or email [city.secretary@ci.alpine.tx.us](mailto:city.secretary@ci.alpine.tx.us) for further information.

---

Geoffrey R. Calderon, City Secretary



**CITY COUNCIL  
MEETING AGENDA ITEM COVER MEMO  
FEBRUARY 1, 2022**

---

**CONSENT AGENDA**

---

3. Approval of excused absence of Mayor Ramos from January 18, 2022 Regular City Council Meeting (G. Calderon, City Secretary)

---

**BACKGROUND**

---

1. None.

---

**SUPPORTING MATERIALS**

---

1. None.

---

**STAFF RECOMMENDATION**

---

1. APPROVE.



**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**FEBRUARY 1, 2022**

---

**CONSENT AGENDA**

---

4. Approval of excused absence of Councilor Rodriguez from January 18, 2022 Regular City Council Meeting (G. Calderon, City Secretary)

---

**BACKGROUND**

---

1. None.

---

**SUPPORTING MATERIALS**

---

1. None.

---

**STAFF RECOMMENDATION**

---

1. APPROVE.



**8. Information or Discussion Items –**

1. Family Crisis Center Update by Executive Director Leticia Carillo (M. Antrim, Interim City Manager)
2. Discussion regarding the provisional Texas Disposal Systems contract (M. Antrim, Interim City Manager)
3. Presentation by Guy & Lisa Fielder of Chisos Brewing Co. (J. Stokes, City Council)



**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**FEBRUARY 1, 2022**

---

**INFORMATION OR DISCUSSION**

---

1. Family Crisis Center Update by Executive Director Leticia Carillo (M. Antrim, Interim City Manager)

---

**BACKGROUND**

---

1. None.

---

**SUPPORTING MATERIALS**

---

1. Slide Presentation.

---

**STAFF RECOMMENDATION**

---

1. None.



# Family Crisis Center of the Big Bend

Letty Carrillo and Virginia Sandoval



# What do we do?

**Domestic  
Violence**

**Sexual  
Assault**

**Violent  
Crime**

**In Brewster,**

**Presidio, Jeff**

**Davis, Terrell, and**

**Pecos Counties**

**with offices in**

**Alpine, Presidio,**

**and Terlingua.**



# Support You Can Count On

---

The Family Crisis Center of the Big Bend supports all survivors of abuse and violence. We value our community's diversity and each individual's right to dignity and respect.

## MISSION

To strengthen communities by empowering individuals

Our purpose is to eliminate family and sexual violence through community education, crisis intervention services, and advocacy to survivors.

# 24/7 Hotline

Our 24/7 hotline ensures that clients can always reach an advocate, regardless of the time or day that their crisis occurs.



**Our advocates  
responded to  
584 hotline  
calls in 2021.**

# Free and Confidential Services

## Client

### Advocacy



Advocates assist by assessing needs (housing, safety, financial, transportation, etc.), setting goals, and linking clients to available resources.

### Financial Assistance and Education



Financial assistance available on individual basis as well as education provided to improve knowledge of finances.

### Licensed Counseling



Access to licensed professional counseling available at no cost to clients.





# Services cont...

---

## Legal Advocacy



Legal Advocates are available to assist clients with obtaining legal representation, accompany them to court hearings, hospital, law enforcement or prosecutor's offices as well as provide information on the legal process.



### Support Groups

Groups are provided based on need as some survivors find it helpful to talk with others who have had similar experiences.



# Emergency Shelter

Confidential locations are available in Alpine and Presidio where survivors and their children may seek safety.

Shelter stay is  
limited.  
Shelter aides  
are on-call  
rotation.

# ADDITIONAL INFORMATION



## Community Education

Presenters are available upon request to any agency, business, or organization regarding the effects of sexual assault and domestic violence on our communities. Subject matter and activities are culturally and age-appropriate.



## Outreach Services

Outreach services provided to the surrounding communities of Balmorhea, Candelaria, Fort Davis, Fort Stockton, Marathon, Marfa, Sanderson, and Valentine.



## Volunteer Opportunities

Opportunities for community members to utilize their talents and interests by assisting our agency and clients are welcome. Anyone interested is encouraged to check our Careers page for more information.

# Coming to FCCBB

---

- INTAKE.
  - EXPLANATION OF SERVICES.
  - REFERRALS.
  - SERVICES ARE CLIENT LED.
- 



## Deja vu Thrift Store

A project of the Family Crisis Center of the Big Bend. 100% of profits go directly to funding crisis center services.



# WHAT DID WE DO IN 2021?

THE FAMILY CRISIS CENTER OF THE BIG BEND WAS ABLE TO MAKE A GREAT IMPACT ON THE COMMUNITIES OF BREWSTER, PRESIDIO, JEFF

DAVIS, TERRELL, AND PECOS COUNTIES IN 2021

## CLIENTS SERVED

OUR 8 FULL TIME ADVOCATES AND 1 PART TIME ADVOCATE WERE ABLE TO PROVIDE 22,594 SERVICES TO 451 CLIENTS



## OUTREACH

WE PARTICIPATED IN OR PROVIDED 303 OUTREACH OR TRAINING EVENTS. THESE INCLUDE: FOOD DISTRIBUTIONS, LAW ENFORCEMENT TRAINING, TEACHER IN-SERVICE TRAINING, SRSU OUTREACH, AND MUCH MORE...

## HOTLINE CALLS

OUR ADVOCATES ANSWERED 584 HOTLINE CALLS FROM OUR 24/7 HOTLINE

## FINANCIAL ASSISTANCE

WE WERE ABLE TO PROVIDE OVER \$87,000 WORTH OF FINANCIAL ASSISTANCE TO CLIENTS. FINANCIAL ASSISTANCE HELPS CLIENTS WITH RENT OR DEPOSIT TO GAIN OR MAINTAIN SAFE HOUSING, UTILITIES, TRANSPORTATION COSTS, CHILDCARE, AND MUCH MORE



## LEGAL AID

WE ASSISTED WITH 5 PERMANENT PROTECTIVE ORDERS AND 9 DIVORCE CASES AS WELL AS HELPING CLIENTS WITH IMMIGRATION NEEDS

## VOLUNTEERS

IN 2021 WE LOGGED 14,107 VOLUNTEER HOURS!



## EMERGENCY SHELTER

41 CLIENTS WERE SERVED IN OUR 2 EMERGENCY SHELTERS

# QUESTIONS?

---





# How to Reach Us

---

## FAMILY CRISIS OF THE BIG BEND

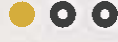
### ALPINE OFFICE:

606 N. 5TH ST  
432-837-7254

24/7 HOTLINE: 1-800-834-0654

### EMAIL:

[info@familycrisiscenterofthebigbend.com](mailto:info@familycrisiscenterofthebigbend.com)





**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**FEBRUARY 1, 2022**

---

**INFORMATION OR DISCUSSION**

---

2. Discussion regarding the provisional Texas Disposal Systems contract (M. Antrim, Interim City Manager)

---

**BACKGROUND**

---

- The provisional contract included as supporting material in this packet reflects a 10-year renewal of the contract with 10-year rates.
- Staff is recommending a 3-year contract which will change the rates slightly.
- City Administration wanted to get a draft copy of the contract to Council to view and discuss the other components included in the contract.

---

**SUPPORTING MATERIALS**

---

1. Provisional TDS Contract provided by City Attorney.

---

**STAFF RECOMMENDATION**

---

1. None.

**CONTRACT FOR MUNICIPAL SOLID WASTE COLLECTION  
AND DISPOSAL SERVICES**

City of Alpine  
100 N. 13<sup>th</sup> St.  
Alpine, Texas 79830

Presented By  
**TEXAS DISPOSAL SYSTEMS, INC.**

Texas Disposal Systems, Inc.  
P.O. Box 17126  
Austin, Texas 78760  
[www.texasdisposal.com](http://www.texasdisposal.com)

Contact Name: Ja-Mar Prince  
Phone: (512) 421-1300  
Fax: (512) 421-1325  
Toll Free: (800) 375-8375

Effective  
March 1, 2022

## TABLE OF CONTENTS

SECTION .....	TITLE
1 .....	EXCLUSIVE AGREEMENT
2 .....	MANDATORY SERVICE
3 .....	SCOPE OF WORK
4 .....	TYPE OF COLLECTION
5 .....	ALPINE LANDFILL LEASE
6 .....	CUSTOMER RELATIONS
7 .....	TERMS OF CONTRACT
8 .....	INSURANCE
9 .....	BASIS AND METHOD OF PAYMENT
10 .....	NOTIFICATIONS
11 .....	MARKETING
12 .....	RIGHTS OF THE CONTRACTOR
13 .....	RIGHTS OF THE CITY
14 .....	AMENDMENTS
15 .....	FORCE MAJURE
16 .....	SEVERABILITY AND VENUE
ATTACHMENT A.....	RATE SHEET
ATTACHMENT B.....	MUNICIPAL SOLUTIONS
ATTACHMENT C.....	DEFINITIONS
ATTACHMENT D .....	CITY SERVICES

## CONTRACT

(To provide Refuse Collection and Disposal Services)

THIS CONTRACT is made and entered into on this 1st day of March 2022, by and between the City of Alpine, of the State of Texas, (hereinafter called "the City"), and Texas Disposal Systems, Inc. (hereinafter called "the Contractor").

### WITNESSETH:

In consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

#### 1. EXCLUSIVE AGREEMENT

The Contractor is hereby granted the sole exclusive and mandatory contract, license and privilege to use the public streets, alleys, and thoroughfares within the territorial jurisdiction of the City to collect and dispose of Solid waste, Refuse and provide Recycling services; and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Residential and Commercial collection, removal, and disposal services, as specified, and to perform all work called for and described in the Contract Documents. The Contractor is hereby granted the sole exclusive lease to operate the Alpine Landfill and shall furnish all personnel, labor, equipment, trucks, and to operate the Alpine Landfill as specified and to perform all of the work called for and described in the Contract Documents.

#### 2. MANDATORY SERVICE

It is understood the City has the authority to ensure that solid waste management services are provided to all persons in its jurisdiction. The Contractor shall provide services in compliance with Agreement.

The Contractor shall provide not less than acceptable solid waste collection service to each occupied Residential Unit, utilizing acceptable containers, in the Contract area. Each occupied Residential Unit within the Contract area shall be automatically enrolled and shall become a subscriber to this service upon enactment of this Contract. The City shall, when requested, furnish the Contractor with a list of all City Customers located within the Contract area.

### 3. SCOPE OF WORK

The work under this Contract shall consist of the items contained in this document, including all the supervision, material, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

### 4. TYPE OF COLLECTION

4.1 Residential Refuse Pickup - Contractor shall provide Side-load dumpster collection of Refuse for occupied Residential Units one (1) time per week. All City of Alpine residents will receive curbside or alley collection for solid waste services. Services will be provided once per week between the hours of 7 AM and 7 PM Residential service is Monday through Friday.

4.2 Commercial and Residential Recycling - Texas Disposal Systems will maintain the Hal Flander's Recycling Center by coordinating with the City of Alpine and its employees to collect and properly manage recycling materials. The Contractor will provide compactors and other collection containers as necessary at the recycle facility designated by the City. The City will provide a concrete pad and electrical service to the compactor units. The City will provide labor to supervise the collection of materials from residents and commercial businesses during posted hours. The City will be responsible for properly closing the facility at the end of the business day. The Contractor will be responsible for marketing and transporting the materials within the City. If a material cannot be effectively marketed for recycling, the Contractor may eliminate that product from this program. The following materials may be recycled:

- Green, brown and clear glass
- Plastics beverage containers
- HDPE #2 clear or opaque milk, water or juice bottles (no solid colors)
- PET #1 clear or green transparent beverage containers
- Aluminum, tin, and steel cans
- Paper Products: newsprint, cardboard, boxboard, junk mail, magazines, and office paper.

Any other materials for which a recycling market may exist and which the parties hereto agree can be added to the recycling program.

a) Cost of Service

The cost of service is included in the commercial and residential rates. TDS will keep the proceeds of the sale of these materials to offset the costs of operations.

b) Use of the Recycling Facility

The facility is to be used by the residential customer and business customers in the City of Alpine, TX.

- 4.3 Bulky Pickup – Contractor shall provide collection of bulky and/or brush waste to each Residential Customer on a monthly basis. Residents must place bulky items at the curb on the collection day. Bulky items will not be serviced in the alley or beside dumpsters. - Residential Customer must call the Contractor at 432-837-0845 to be placed on this list in advance to schedule their bulky and/or brush collections. Bulky waste includes appliances, furniture and other similar household items that cannot be placed in the Side-load containers. Construction debris is not considered bulky waste and will not be considered part of this pickup. The City and Contractor will establish a day in the first week of each month in which bulky items must be placed at the curb by 7AM on the designated day of service. Any additional bulky or brush waste collections not on the list and/or not out by 7AM will not be collected.

The Contractor is not required to pick up refrigerators or refrigerant charged appliances unless written evidence is posted in clear view of refrigerator and all other applicable appliances that all Freon has been removed by a certified refrigeration technician.

Yard waste must be cut into four (4) foot lengths, not to exceed 35 pounds. Limbs must be no more than four (4) inches in diameter. Leaves and small yard waste must be bagged.

4.4 Illegal Dumping Procedures

The City will continue to aggressively pursue, cite, fine, and reduce illegal dumping of materials outside of the Contractor's residential containers or on city property such as parks, medians, parking lots or rights of way.

If the City suspects illegal dumping at a location the City will research this and supply a written report to the Contractor on or before the 20<sup>th</sup> of the month. The City and Contractor will discuss the size of the specific incident and the Contractor will determine the volume of the event. If it is determined the Contractor should remove



these items, the Contractor will do so during the first seven business days of the following month.

Quarterly volumes will be calculated by calendar quarter. Any amount under the maximum will not carry over to any future quarters. Volumes for the first month of the Contract will be prorated.

4.5 Commercial Collection – The Contractor will establish commercial routes to service the Commercial Customers within the City. The following container sizes will be offered: 96gal, 1.5, 3, and 4 yard dumpsters without vertical compactors for their business. One (1) to six (6) times of service per week will be available. Commercial Customers will determine the container size and pickups.

4.6 Roll Off Collection - The Contractor will offer Roll Off service for the City. The following container sizes will be offered: 20, 30, and 40 cubic yards.

4.7 City Services – Services will be provided to the City by the Contractor at no charge to the City as a part of this contract, and as outlined in “Attachment D.”

Requests for new or additional services must be made in writing and will be provided to the City at the City’s expense.

4.8 Added Value Services – Additional valued TDS products and services are also available based on geographical location. Some of these products or services include trees, brush grinding, soil, compost, mulch and portable toilets. All pricing will be available upon request. See “Attachment B” for details.

4.9 Hours of Operation – Collection of Residential Refuse shall be serviced from 7:00 a.m. to 7:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.10 Holidays – The following shall be holidays for purposes of this Contract:

- New Year’s Day
- Labor Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day

The Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday. Should Contractor observe a holiday,

Contractor may for the remainder of the calendar week provide Collection service to Customers one (1) day after their normal collection day including Saturday if necessary.

- 4.11 Routes of Collection – The Contractor will establish collection routes. The Contractor may from time to time propose to the City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon the City's approval of the proposed changes, the Contractor shall promptly give notice to the affected Customers at the Contractor's expense.
- 4.12 Collection Equipment – The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have the identity of the Contractor clearly visible on each side.
- 4.13 Hauling – All Refuse hauled by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are minimized.
- 4.14 Disposal – All Refuse collected for disposal by the Contractor shall be hauled to a legally permitted disposal site.
- 4.15 Maintenance of Dumpsters- If City reports a dumpster problem to Contractor (damage, rust, lid, etc.), Contractor has 30 days to repair or replace said dumpster. Contractor agrees to keep all dumpsters in a good and workmanlike condition, and institute an annual repair and replacement program to ensure the overall good condition of dumpsters within the city.
- 4.16 Residential and commercial- Contractor will report and distinguish between residential and commercial dumpsters within 90 days of execution of this agreement.

## 5. ALPINE LANDFILL LEASE

- 5.1. During the Initial Term of this Contract and any Renewal Term, Contractor shall and does hereby lease from the City and City does hereby lease to Contractor the Alpine Landfill. The Landfill also includes the buildings and improvements located upon the land area including, but not limited to, the scale house and scales. City also grants Contractor its customers, guests, invitees, employees, contractors, and licenses all easements, rights and privileges appurtenant hereto.
- 5.2 City warrants that it owns the Alpine Landfill and has full right and power to execute and deliver this Lease without the consent or agreement of any other person, and

that those persons executing this Lease on behalf of City have the right and power to executed and deliver this Lease.

- 5.3 Contractor warrants the Contractor has full right and power to execute and deliver this Lease without the consent or agreement of any other person, and that those persons who have executed and delivered this Lease have the authority and power to execute this Lease on Tenant's behalf and deliver this Lease to City.
- 5.4 The consideration for such lease shall be reflected on Attachment A "Landfill Base Rate". The City shall not be charged for dumping of city generated waste—city dumpsters at city facilities, special city bulky item clean ups, solid waste sludge, or animal bodies from the city animal services.
- 5.5 Contractor shall not be responsible for the payment of any real property taxes and assessments levied against the Landfill by any governmental or quasi-governmental authority, which are due and payable during the Term hereof.
- 5.6 Under this Lease, Contractor has the exclusive authority to control the operation and day-to-day management of the Landfill and shall keep it open in accordance with the permit limits. Contractor shall maintain records available to the City reflecting all loads, tonnage, charges, and revenue generated from tipping or other disposal at the landfill.
- 5.7 City hereby represents and warrants that the Alpine Landfill is built and operated in accordance with applicable federal, state and local laws, regulations and permits ("Laws") and if at any time during the Term the Alpine Landfill shall not be in compliance with such applicable Laws through no fault of Contractor, it shall be the responsibility of City to bring the Alpine Landfill back into compliance with such Laws. City agrees to warrant and defend Contractor in the quiet enjoyment and possession of the Alpine Landfill during the Term of this Contract and this Lease so long as Contractor complies with the provision hereof.
- 5.8 Contractor shall maintain the Landfill in compliance with all Laws, subject to the provisions of the foregoing paragraph, and shall be responsible for cleaning up any refuse blown from the Alpine Landfill by wind or other natural forces. Contractor shall not be responsible for cleaning up solid waste or refuse dumped or blown along the state highway leading to the Landfill unless it is dumped by Contractor or is blown from the Landfill. City shall maintain and repair all weather roads in the Landfill from the state highway to the unloading areas at its sole cost and expense. The maintenance of roads within the cell area of the Landfill at its sole cost and expense with a motor grader, a water truck and the man-power necessary to properly operate

same. If such repairs and maintenance obligations are not completed within thirty (30) days after City has received written notice from Contractor of such state of despair, then Contractor may, but shall not be obligated to, prosecute such repairs itself, and apply the cost of such repairs against the next maturing monthly installments of consideration for this Lease due City hereunder. The City as the permittee is responsible for maintaining sufficient financial assurance required by all Laws.

- 5.9 City shall retain the responsibility for damages and response costs, if any, which occur as a result of operation of the Alpine Landfill prior to the Effective Date. After the Effective Date, Contractor shall retain the responsibility for damages and response costs, if any, which occur as a result of operations of the Alpine Landfill after Effective Date. Cost and Expenses of installation of monitoring systems and for closure and post-closure costs arising from the operation of the Alpine Landfill shall remain the sole responsibility of City. Costs of providing, transporting and installing cover material for use in Alpine Landfill operations, if such is required, shall also be the sole responsibility of City.
- 5.10 City hereby approves the construction of a solid waste transfer station within the Alpine Landfill for the purposes of enabling Contractor to control waste tonnage to meet state waste tonnage requirements of no more than 14,600 tons of waste disposed of at the Landfill per annum. City agrees to cooperate with Contractor in obtaining any necessary permits and approvals from the applicable governmental authorities, at no cost or expense to City, including, without limitation, the execution of any applications or submittals in connection therewith, that may be required of City as the owner of the Landfill.
- 5.11 City and Contractor agree that Contractor shall have the first rights to all waste tonnage limits for the Alpine Landfill and that Contractor shall have the right to set waste disposal rates for any third party contractors or customers. Contractor has the right to subcontract part of the operations to other entities, with consent of the City of Alpine.
- 5.12 Upon the expiration or earlier termination of the Term, Contractor shall surrender and deliver to City of Alpine Landfill, all buildings and improvements thereon other than Contractor's Property, in condition and repair typical for a solid waste landfill and solid waste transfer facility, reasonable wear and tear and damage due to casualty excepted, whereupon Contractor shall have no further right, title or interest in and to said Landfill ("Contractor's Property") shall be removed by Contractor on or before the last day of the Term and upon the earlier termination of this Lease

pursuant to the provisions hereof, and Contractor shall repair any damage occasioned by the removal of Contractor's Property.

## 6. CUSTOMER RELATIONS

- 6.1 Office – The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8 AM to 5PM Monday through Friday. The telephone number of the office shall be prominently displayed on all of the Contractor's containers, carts, and trucks used in the City. If City selects the option to route Customer calls directly to Contractor's call center, Contractor will provide staff to respond to calls as required.
- 6.2 Point of Contact – Contact regarding legal issues shall be expressly between the Contractor and the City Manager or designee.
- 6.3 Reporting of new or cancelled accounts – The City Manager or designee shall via telefax or email provide the Contractor with a daily written list of any Customers who have initiated or terminated service according to the City records. The Contractor will notify the City of any Customers that have requested initiation or termination of Refuse collection service and are not reflected on the written lists provided by the City.
- 6.4 Delinquent and Closed Accounts – The Contractor shall discontinue collection services for any Customer as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor will resume collection on the next regularly scheduled collection day. To the extent of the City's liability under applicable law and without waiving the City's governmental immunity, the City will indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the Contractor discontinuing service at any location at the direction of the City. Should the Customer be direct billed by the Contractor, the Contractor will set forth the amount of payment to be collected in accordance with the Contractor's nonpayment policy before reinstatement of services shall be initiated.
- 6.5 Auditing of Customers – On an as needed basis and at a time mutually agreeable to the City and the Contractor, the Contractor will provide the City with billing audits which will compare units being billed versus units serviced to make certain that customer billing is accurate. When the Contractor identifies units that are being serviced and are not being billed, the Contractor will provide the addresses of the units to the City as well as the type of service being provided and the date such service began or ended. The City will have sixty (60) working days to verify the list and provide

a response to the Contractor. The City may ask for an extension as necessary to complete the audit process. Units not being billed in error will be added to the billing. Units that should not be billed will be returned to the Contractor with the reason for not being added to the billing. Units not added will be removed from service.

- 6.6 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and if such allegations are verified, the Contractor shall arrange for the collection of the Refuse not collected within two (2) business days after the complaint is received.

## 7. TERMS OF CONTRACT

- 7.1 Effective Date – This Contract and performance of such Contract shall begin on March 1, 2022. All annual rate adjustments will follow "Attachment A".
- 7.2 Term of Contract – The Contract shall be for a ten (10) year period beginning upon the Effective Date of the Contract and ending ten (10) year(s) thereafter. The initial term of the Contract shall automatically be extended for successive additional ten (10) year terms unless either party notifies the other party in writing, not less than one hundred twenty (120) days prior to the expiration of the initial term or of any successive renewal term, of its intentions to terminate this Contract. Any such written notice shall be served by certified or registered mail, return receipt requested.
- 7.3 Licenses and Taxes – The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City.
- 7.4 Compliance with Laws – The Contractor shall conduct operations under this contract in compliance with all applicable State and Federal regulations, including municipal ordinances.
- 7.5 Indemnity – The Contractor will indemnify and save harmless the City, its officers, agents, servants and employees for and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of the Contractor's willful or negligent act or omission under this Contract, including Contractor's officers, agents, servants, and employees; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this Contract based upon any willful or negligent act or omission of the City, its officers, agents, servants and employees.

- 7.6 Non-Discrimination – The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.
- 7.7 Transferability of Contract – No Assignment of the Contract or any right occurring under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City. Such consent shall not be unreasonably withheld or delayed.
- 7.8 Ownership – Title to acceptable Garbage, Refuse, Recyclable Material, and Dead Animals shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from a Container, or removed by Contractor from the Customer's premises, whichever last occurs.
- 7.9 Exclusions – This Contract shall not cover hazardous, toxic or radioactive wastes or substances as currently or in the future defined as such by applicable Federal, State or Local Laws or regulations; and shall not be interpreted to prevent the removal of trash or rubbish by the generator of such trash or rubbish. The Contractor may contract, but shall not be required, pursuant to this Contract, for hauling human waste, hazardous waste, auto parts, rocks, concrete, sand, gravel, or dirt; provided that the Contractor shall be responsible for and the owner of any such material the Contractor agrees to collect or haul. The Contractor will be responsible for billing and collecting for these services.
- 7.10 Contracting Parties – Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, delivered in person or sent certified, return receipt requested, United States Mail, or by machine-confirmed facsimile followed by mailed copy, addressed set forth below:

If to the City:                      City of Alpine  
  ATTN: City Manager  
  100 N. 13<sup>th</sup> St.  
  Alpine, TX 79830

If to the Contractor: Texas Disposal Systems, Inc.  
                                  ATTN: Contract Administrator  
                                  P.O. Box 17126  
                                  Austin, TX 78760-7126  
                                  Email: [contractadmin@texasdisposal.com](mailto:contractadmin@texasdisposal.com)

## 8. INSURANCE



The Contractor shall at all times during the Contract maintain in full force and effect General Liability, Worker's Compensation, Public Liability and Property Damage Insurance. All insurance shall be maintained with insurers licensed and approved to do an insurance business in the State of Texas. Before commencement of work hereunder, the Contractor agrees to furnish the City with Certificates of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
General Liability	\$1,000,000 per occurrence
Worker's Compensation	Statutory Limits
General Aggregate	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 combined single limit
Excess Liability	\$5,000,000 per occurrence

#### 9. BASIS AND METHOD OF PAYMENT

9.1 Rates – The fees provided in "Attachment A" by the Contractor will establish pricing for the first ten (10) year(s) of the Contract. The fees charged by the City to its Customers will be at the discretion of the City.

The Refuse Collection and Disposal charges provided by "Attachment A" shall include all disposal, fuel, and related costs.

#### 9.2 Modification to rates

a) Contractor rates to the City are listed in "Attachment A".

In any renewal term, contract rates will continue to increase annually by the same percentage as indicated in the preceding ten (10) year(s), unless alternative rates are agreed to by both parties.

b) The Contractor may petition the City, and being subject to City approval, at any time for additional rate and price adjustments due to unusual changes in its cost of operations, such as revised laws, ordinances, or regulations;

increases in the cost of doing business, such as but not limited to increases in fuel, insurance, etc.

- c) The rates will be adjusted by the City's proportionate share of any changes in expenditures (whether capital or operational) required solely by Federal, State, or Local law, regulation, rule, ordinance, order, permit or permit condition that becomes effective after the Effective Date of this Contract, and that was not imposed as a penalty or sanction because of action or inaction of Contractor to comply with a legal requirement. The same shall exist for any fees, taxes or assessments imposed by Federal, State or Local government. The Contractor shall furnish the City with calculations showing the basis for any such adjustment at least sixty (60) days before implementation.

9.3 Contractor Billing to City – The Contractor shall bill the City for services rendered to each unit within ten (10) working days following the end of the month.

9.4 Payment by City to Contractor – The City shall pay the Contractor on or before the 30<sup>th</sup> day following the date of each bill. Such billing and payment shall be based on the rates and schedules set forth in the Contract Documents.

The Contractor shall be entitled to payment for services rendered to each unit irrespective of whether or not the City collects from the Customer for such services. However, if services are required by law to be provided and for which services the Contractor or the City cannot charge or collect, as in Bankruptcy proceedings, then the Contractor shall not be entitled to payment for such services rendered.

9.5 Late Payments – Payments after the 30<sup>th</sup> day will accrue interest as provided in Chapter 2251 of the Texas Government Code as amended.

## 10. NOTIFICATIONS

The City will provide the Contractor with direct contact information for each Customer, including; mailing address, email address, and phone number for the purpose of providing notifications. Contact information provided by the City will not be disclosed to any unrelated party for any purpose except as required by law and those directly related to the fulfillment of this Contract.

The Contractor shall provide documentation on service alerts and holiday scheduling via social media postings and notifications through TDS' Waste Wizard notification system. All residents are eligible to sign up for the Waste Wizard, which is available as an app on Google Play and Apple's App Store, as well as an online tool at TexasDisposal.com and

Facebook.com/TexasDisposalSystems. The Waste Wizard allows customized notifications for residents based on area and service day. The Contractor shall also notify the City regarding holiday and routing service day changes.

- 1) Route Changes – The Contractor shall give notice to the affected Customers at the Contractor's expense.
- 2) Holiday Schedule Changes – The Contractor shall make the schedule available to the affected Customers when holidays will affect a scheduled collection day, if different than as outlined in Section 4.10

#### 11. MARKETING

The Contractor will provide the following materials to the City at its own expense upon the signing of the Contract.

- 1) Contractor will provide service information to the City to be dispersed to Residential Customers. The information will include, but not be limited to, the day of service, times for placement, services provided and their limits, and recycle program (if applicable.)
- 2) A PDF version of a flyer shall be given to the City to provide Residential Customers upon move in. The PDF flyer shall include, but will not be limited to, the day of service, times for placement, service provided, and the recycle program (if applicable).
- 3) Any and all press releases to be mutually agreed upon by the Contractor and the City.

Any additional items requested by the City will be given to the City at the City's expense.

#### 12. RIGHTS OF THE CONTRACTOR

The City, during the term of this Contract, shall not enter into any contract with a third party to obtain the services performed by the Contractor under this Contract and shall not suffer or permit any other party to provide similar service within the territorial jurisdiction of the City. This Contract shall be exclusive and mandatory with the Contractor.

#### 13. RIGHTS OF THE CITY

The City shall be entitled to establish the amounts to be billed by the City for the services to be provided pursuant to this Contract, to include, but not limited to, the Contract fees and charges payable to the Contractor.

This Contract shall not be construed or be interpreted as waiving any regulatory or police powers, except to the extent, if any, specifically provided herein.

#### 14. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendments shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

#### 15. FORCE MAJEURE

The Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, government order or regulation, epidemic, pandemic, quarantine, strike, fire, accident, and Act of God, or similar or different contingency beyond the reasonable control of the Contractor.

#### 16. SEVERABILITY AND VENUE

In the event that any provision or portion thereof of the Contract Documents shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of the Contract Documents shall not affect the validity or enforceability of any other provision portion thereof within the Contract Documents provided that, if the Contractor seeks to invalidate or void any term or provision of this Contract, this Contract shall, at the sole discretion of the City be terminated and become null and void. In the event the City should decide to terminate this Contract, for such reason or reasons, that decision by the City shall not be construed as a waiver by the City to pursue any of its rights at law or in equity to which it may be entitled or as an estoppel to City's pursuing such rights. Venue for any litigation based on this Contract shall be in a court of competent jurisdiction in Travis County, Texas and the parties agree that the Contract is partially performable therein.

IN WITNESS WHEREOF, the City and the Contractor, each representing that its signatory hereto has full authority to bind it hereto, have executed this Contract on the date hereinafter referred.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2022 in the City of \_\_\_\_\_, Texas.

ATTESTED HEREUNTO:

City of Alpine  
Brewster County, Texas

By: \_\_\_\_\_  
Megan Antrim  
Interim City Manager

Dated: \_\_\_\_\_

ATTESTED HEREUNTO:

Texas Disposal Systems, Inc.

By: \_\_\_\_\_  
Ja-Mar Prince  
Municipal Sales Supervisor

Dated: \_\_\_\_\_

# ATTACHMENT A

## RATE SHEET

### City of Alpine

SERVICE TYPE	RATE YR 1	RATE YR 2	RATE YR 3	RATE YR 4	RATE YR 5
<b>Res Inside</b>	\$31.54	\$32.49	\$33.46	\$34.46	\$35.49
<b>COMMERCIAL</b>		\$87.55			
1.5 CY 1X per week (Minimum Charge)	\$85.00	\$90.00	\$90.18	\$92.89	\$95.55
3.0 CY 1XW	\$106.00	\$109.18	\$112.46	\$115.83	\$119.30
4.0 CY 1XW	\$122.00	\$125.66	\$129.43	\$133.31	\$137.31
<b>Special Small Commercial &lt;.5 CY</b>	\$45.00	\$47.34	\$47.74	\$49.17	\$50.65
1.5 CY 2XW	\$163.00	\$167.89	\$172.93	\$178.12	\$183.46
3.0 CY 2XW	\$200.00	\$206.00	\$212.18	\$218.55	\$225.11
4.0 CY 2XW	\$230.00	\$236.90	\$244.01	\$251.33	\$258.87
1.5 CY 3XW	\$238.00	\$245.14	\$252.49	\$260.06	\$267.86
3.0 CY 3XW	\$297.00	\$305.91	\$315.09	\$324.54	\$334.28
4.0 CY 3XW	\$338.00	\$348.14	\$358.58	\$369.34	\$380.42
1.5 CY 4XW	\$316.00	\$325.48	\$335.24	\$345.30	\$355.66
3.0 CY 4XW	\$393.00	\$404.79	\$416.93	\$429.44	\$442.32
4.0 CY 4XW	\$445.00	\$458.35	\$472.10	\$486.26	\$500.85
1.5 CY 5XW	\$393.00	\$404.79	\$416.93	\$429.44	\$442.32
3.0 CY 5XW	\$488.00	\$502.64	\$517.72	\$533.25	\$549.25
4.0 CY 5XW	\$552.00	\$568.56	\$585.62	\$603.19	\$621.29
1.5 CY 6XW	\$469.00	\$483.07	\$507.79	\$523.02	\$538.71
3.0 CY 6XW	\$581.00	\$598.43	\$629.33	\$648.21	\$667.66
4.0 CY 6XW	\$660.00	\$679.80	\$700.19	\$721.20	\$742.84
Lock Bar	\$20.00	\$20.60	\$21.22	\$21.86	\$22.52
Extra Pickup 1.5 CY	\$60.00	\$61.80	\$63.65	\$65.56	\$67.53
Extra Pickup 3 CY	\$75.00	\$77.25	\$79.57	\$81.96	\$84.42
Extra Pickup 4CY	\$85.00	\$87.55	\$90.18	\$92.89	\$95.68

Permit Fee	\$38.04	\$39.18	\$40.36	\$41.57	\$42.82
1.5 CY 1X Recycle	\$80.00	\$82.40	\$84.87	\$87.42	\$90.04
3.0 CY 1X Recycle	\$102.00	\$105.06	\$108.21	\$111.46	\$114.80
4.0 CY 1X Recycle	\$117.00	\$120.51	\$124.13	\$127.85	\$131.69
1.5 CY 2X Recycle	\$152.00	\$156.56	\$161.26	\$166.10	\$171.08
3.0 CY 2X Recycle	\$192.00	\$197.76	\$203.69	\$209.80	\$216.09
4.0 CY 2X Recycle	\$219.00	\$225.57	\$232.34	\$239.31	\$246.49
Extra Pickup 1.5 CY	\$50.00	\$51.50	\$53.05	\$54.64	\$56.28
Extra Pickup 3.0 CY	\$65.00	\$66.95	\$68.96	\$71.03	\$73.16
Extra Pickup 4.0 CY	\$75.00	\$77.25	\$79.57	\$81.96	\$84.32

SERVICE TYPE	PROPOSED RATE YR 6	PROPOSED RATE YR 7	PROPOSED RATE YR 8	PROPOSED RATE YR 9	PROPOSED RATE YR 10
<b>Res Inside</b>	\$36.55	\$37.65	\$38.78	\$39.94	\$41.14
<b>COMMERCIAL</b>					
1.5 CY 1XW (Minimum Charge)	\$98.55	\$101.51	\$104.56	\$107.70	\$110.93
3.0 CY 1XW	\$122.88	\$126.57	\$130.37	\$134.28	\$138.31
4.0 CY 1XW	\$141.43	\$145.67	\$150.04	\$154.54	\$159.18
<b>Special Small Commercial &lt;.5CY</b>	\$52.17	\$53.74	\$55.35	\$57.01	\$58.72
1.5 CY 2XW	\$188.96	\$194.63	\$200.47	\$206.48	\$212.67
3.0 CY 2XW	\$231.86	\$238.82	\$245.98	\$253.36	\$260.96
4.0 CY 2XW	\$266.64	\$274.64	\$282.88	\$291.37	\$300.11
1.5 CY 3XW	\$275.90	\$284.18	\$292.71	\$301.49	\$310.53
3.0 CY 3XW	\$344.31	\$354.64	\$365.28	\$376.24	\$387.53
4.0 CY 3XW	\$391.83	\$403.58	\$415.69	\$428.16	\$441.00
1.5 CY 4XW	\$366.33	\$377.32	\$388.64	\$400.30	\$412.31
3.0 CY 4XW	\$455.59	\$469.26	\$483.34	\$497.84	\$512.78
4.0 CY 4XW	\$515.88	\$531.36	\$547.30	\$563.72	\$580.63
1.5 CY 5XW	\$455.59	\$469.26	\$483.34	\$497.84	\$512.78
3.0 CY 5XW	\$565.73	\$582.70	\$600.18	\$618.19	\$636.74
4.0 CY 5XW	\$639.93	\$659.13	\$678.90	\$699.27	\$720.25
1.5 CY 6XW	\$543.70	\$560.01	\$576.81	\$594.11	\$611.93

3.0 CY 6XW	\$673.54	\$693.75	\$714.56	\$736.00	\$758.08
4.0 CY 6XW	\$765.13	\$788.08	\$811.72	\$836.07	\$861.15
Lock Bar	\$23.20	\$23.90	\$24.62	\$25.36	\$26.12
Extra Pickup 1.5 CY	\$69.56	\$71.65	\$73.80	\$76.01	\$78.29
Extra Pickup 3 CY	\$86.95	\$89.56	\$92.25	\$95.02	\$97.87
Extra Pickup 4 CY	\$98.55	\$101.51	\$104.56	\$107.70	\$110.93
Permit Fee	\$44.10	\$45.42	\$46.78	\$48.18	\$49.63
1.5 CY 1X Recycle	\$92.74	\$95.52	\$98.39	\$101.34	\$104.38
3.0 CY 1X Recycle	\$118.24	\$121.79	\$125.44	\$129.20	\$133.08
4.0 CY 1X Recycle	\$135.64	\$139.71	\$143.90	\$148.22	\$152.67
1.5 CY 2X Recycle	\$176.21	\$181.50	\$186.95	\$192.56	\$198.34
3.0 CY 2X Recycle	\$222.57	\$229.25	\$236.13	\$243.21	\$250.31
4.0 CY 2X Recycle	\$253.88	\$261.50	\$269.35	\$277.43	\$285.75
Extra Pickup 1.5 CY	\$57.97	\$59.71	\$61.50	\$63.35	\$65.25
Extra Pickup 3.0 CY	\$75.35	\$77.61	\$79.94	\$82.34	\$84.81
Extra Pickup 4.0 CY	\$86.95	\$89.56	\$92.25	\$95.02	\$97.87

#### Landfill Rates & Lease Fees

In addition to the compacted and non-compacted rates, the City request Proposer to include rates/fees for single item disposals. Included below are the minimum rates. Proposers should include as many items as possible that may benefit the residents of Alpine and assist with the deterrence of illegal dumping.

The City shall receive 33% of all gross revenue from all third party dumping or tipping at the landfill. This will include individual loads brought to the landfill, contractor loads, debris, and third part loads such as Republic Waste.

#### 10 Year

DESCRIPTION	PROPOSED RATE	LANDFILL LEASE FEE (CITY PORTION)
Compacted – Per Ton	\$49.62	33%



Non-Compacted – Per Ton	\$55.00	33%
<b>Single Item Disposal</b>		
Recliner/Chair	\$40.00	33%
Couch	\$40.00	33%
Mattress – Various Sizes	\$40.00	33%
Box Springs – Various Sizes	\$40.00	33%
Water Heater	\$0.00	33%
Stove	\$0.00	33%
Washer	\$0.00	33%
Dryer	\$0.00	33%
Dishwasher	\$0.00	33%
Refrigerator (must be tagged)	\$0.00	33%
Freezer (must be tagged)	\$0.00	33%
AC Unit (must be tagged)	\$0.00	33%
Refrigerator (must be tagged)	\$100.00	33%
Freezer (must be tagged)	\$100.00	33%
AC Unit (not tagged)	\$100.00	33%
Dead Animals*	TBD	33%

\*Contractor will set the price for dead animals, per Section 5.11 of the Contract Document. There will be no charge for disposal of city delivered or city generated dead animal disposal. Contractor will set separate rates for disposal of third party dead animals.

# MUNICIPAL

## SOLUTIONS

Texas Disposal Systems helps municipalities organize and manage their job sites to divert waste to beneficial uses. TDS incorporates solid waste disposal, compost production and recycling operations to make it easier than ever to reduce the landfilling of resources. Our specialized recycling reporting makes it easy to track green initiatives. We also offer contract bundle pricing.

## PRODUCTS & SERVICES

### SOIL, COMPOST and MULCH

As a Seal of Testing Assurance certified provider by the United States Composting Council, our products are regularly sampled and tested for chemical, physical and biological components as well as safety and environmental protection, ensuring a superior organic product.

### TREES

With a wide range of trees, we're sure to have exactly what you need to enhance your next job site.

### BRUSH GRINDING

We can grind brush on your job site and stock pile for your reuse or haul away to one of our facilities where it will be recycled into compost.

### EROSION CONTROL

We offer the latest in recycled, cutting-edge alternatives for erosion control including compost blankets and filter socks.

### EXCAVATION

We offer land clearing solutions to responsibly handle surplus earth and organic materials from excavation projects.

### SOURCE SEPARATION of MATERIALS ON-SITE

Including concrete, wood, metal, sheetrock and brush (some materials may be subject to approval).

### CONCRETE and DEMOLITION RECYCLING

Our recycling process helps you meet environmental standards and project initiatives.

### HAULING

For efficiency and convenience, we'll haul away excess materials for you.

### ROLL-OFF DUMPSTERS

With prompt and professional service, we work around your schedule and specific needs.

### PORTABLE RESTROOMS

Multiple sizes and styles including standard single units, luxury restroom trailers, contemporary shower trailers, and hand washing stations.

## ATTACHMENT C

### DEFINITIONS

1. Acceptable Container – Carts or containers provided by Contractor.
2. Acceptable Waste – Waste produced at a Residential or Commercial unit other than extraordinary amounts produced due to natural or man-made disasters, but not including hazardous waste, dead animals in excess of ten (10) pounds, construction waste, ammunition, hot ashes, tires, stumps, or other waste prohibited in a municipal solid waste landfill.
3. Building Material – Any material such as lumber, brick, plaster, gutters or other substances accumulated as a result of repairs or additions to existing buildings, construction or new buildings or demolition of existing structures.
4. Bulky Waste – Waste that includes sofas, stoves, refrigerators, water tanks, washing machines, dryers, air conditioners, sinks, toilets, furniture, and other waste materials and appliances (certified where applicable as Freon-free), and like items other than construction debris, or stable matter with weight or volumes greater than allowed in approved containers, as the case may be or that can be safely loaded by one (1) person.
5. Bundle – Tree, shrub and brush trimmings or newspaper and magazines securely tied together, forming an easily handled package not exceeding four (4) feet in length, three (3) inches in diameter, or thirty-five (35) pounds in weight. Limbs within the bundle must be no more than four (4) inches in diameter.
6. Carts – A wheeled receptacle with a capacity not to exceed ninety-six (96) gallon capacity; constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a lid. Carts will be provided with ownership retained by the Contractor, as required in the Contract.
7. Collection – The practice of picking up municipal solid waste and/or recycling and/or composting using carts and containers with vehicles of safe design and construction and hauling municipal solid waste from the collection site to properly permitted or authorized facility and operated disposal site(s) as determined by the Texas Commission on Environmental Quality (TCEQ).

8. Commercial Unit – All commercial buildings or premises, including retail, wholesale, institutional, religious, governmental or other non-residential establishment, at which Garbage, Trash, Refuse or Recycling may be generated, having a physical address within the corporate limits of the City. All Customers and accounts that are not a Residential Unit.
9. Commodity – Materials that can be sold in a spot or future market for processing and use or reuse.
10. Complaint – A communication from a Customer to Contractor or Entity concerning service, which upon investigation by the Contractor or the City, is determined to be correct and shall prompt some action by the Contractor or the City.
11. Compost – Green waste, yard waste, soiled paper, tree limbs no longer than four (4) feet.
12. Construction Debris Waste – Waste building materials resulting from construction, remodeling, repair or demolition operations.
13. Construction Site – Any location, lot, site or area in the Entity upon which building, remodeling or construction is being performed.
14. Container (Commercial/Industrial) – A metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Unit(s). No less than two (2) cubic yards nor larger than eight (8) cubic yards.
15. Contract – The agreement for Solid Waste Collection and Disposal Services.
16. Contract Area – The area within the bounds of the Entity at the date of this Contract and any other areas that may be incorporated by the Entity during the term of this contract.
17. Contract Year – Each 365 or 366 day period commencing upon the Effective Date of the Contract and each anniversary thereafter and ending the penultimate day prior to the next such anniversary date.
18. Contractor – Texas Disposal Systems, Inc.

19. Customer – An occupant of a Residential Unit or Commercial Unit who generates Refuse or a Commercial or Industrial occupant who is disposing of construction debris or solid waste through our Roll Off services.
20. Dead Animals – Animals or portions thereof equal to or greater than ten (10) pounds, that have expired from any cause, except those slaughtered or killed for human use and properly placed in an acceptable container, must be disposed of separate from this Contract.
21. Disposal Site – A Refuse depository licensed and permitted by the State of Texas selected for use by the Contractor, including, but not limited to Texas Type I sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing of final disposal of Refuse, garbage, bulky waste, brush construction debris, dead animals and Commercial and Institutional waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits and approvals.
22. Effective Date – The date the Contract comes into effect pursuant to Section 6.1.
23. Entity – The City named herein.
24. Garbage – Any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal, vegetable or other matter (including, but not by way of limitation), that are used in tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
25. Hazardous Waste – Any chemical, compound, mixture, substance or article which is designated by the Environmental Protection Agency (EPA) under the Resource Conservation Recovery Act, 42 U.S.C. Section 1002, et. Seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et. Seq., regulations promulgated there under or appropriate agency of the State, to be hazardous or toxic as defined by, or pursuant to Federal or State Law. This term does not include small quantity generator of household hazardous waste, as defined by Federal or State Law. For

purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

26. Illegal dumping is the disposal of trash generated at one location and disposed of at another location without legal permission. This includes dumping yard waste, appliances, tires and other garbage including bulky items in alleys, dumpsters, vacant lots and open desert locations.
27. Industrial Refuse – All non-hazardous waste materials that are a by-product or generated from a manufacturing process.
28. Industrial Unit – All manufacturing Customers whose solid wastes are (i) compacted by industrial sized compactors and stored in containers for hauling to the disposal site, or (ii) processed by dust collection units containers for hauling to the disposal site or (iii) collected for disposal with a frequency of more than one (1) time per week, having a physical address in the Entity and not a Residential or Commercial Unit.
29. Landfill – A sanitary landfill of the Contractor's selection permitted by the State of Texas, that is operated and maintained in compliance with the applicable law.
30. Municipal Solid Waste – All non-hazardous (as defined by CERCLA and other acceptable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, Garbage, Ashes, Refuse, Rubbish, Waste Materials, Brush, Paper, Plastic, Yard Waste (including brush, tree trimmings, and Christmas trees), discarded Appliances, Home Furniture, and furnishings, provided that such material must be of type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.
31. Multi-Family Dwelling – Any single structure occupied by more than two families.
32. Premises – All public and private establishments including individual residences, all multi-family dwellings, Residential care facilities, hospitals, schools, businesses, other buildings or vacant lots.
33. Recycling – “Recycle” or “Recycling” means any process or portion thereof by which solid waste or materials which would otherwise become solid waste are separated, collected and processed for reuse or returned to use or to market in the form of raw materials or

products. Includes green, brown, and clear glass; plastics #1-#7 (except Styrofoam); aluminum, tin, and steel cans; and newsprint, cardboard, boxboard, junk mail, magazines, and office paper.

34. Refuse – This term shall refer to all garbage, rubbish, bulky waste, construction debris and stable matter generated by Residential, Commercial or Industrial units, unless the context otherwise requires.
35. Residential Refuse – All garbage and rubbish generated by a producer at a Residential Unit.
36. Residential Unit – A dwelling within the Contract Area occupied by a person or a group of persons comprised of not more than two (2) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
37. Roll Off – A unit varying in capacity between fourteen (14) and forty (40) cubic yards which is used for collecting, storing, transporting building materials, business trash, Industrial waste, Refuse or Yard Waste. Not all container sizes are available in all service areas. The unit may be of the open or closed variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and becomes an integral part of transporting the waste material to the final disposal site.
38. Rubbish – Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, excelsior, furniture, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible pulp, ashes, cinders, floor sweepings, and other products, such as are used for packaging, or wrapping; noncombustible rubbish includes crockery, glass, tin cans, aluminum cans, metal furniture, mineral or metallic substance.
39. Special Waste – Any waste material including but not limited to, waste discarded from a non-residential source from an industrial process (including process sludge); waste from a pollution control process (e.g., baghouse dust, treatment plant sludge, filter cake, sedimentation pond cleanout, etc.); waste container free liquids (free liquid wastes are those wastes which fail the paint filter test prescribed by the United States Environmental

Protection Agency method 9095); residue and debris from the cleanup of a spill of any size of a chemical substance or commercial product or a waste listed previously or afterward; contaminated residuals from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial products, or waste listed herein; any waste which is non-hazardous as a result of treatment pursuant to RCRA Subtitle C; chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.

- 40. Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from keeping of animals, livestock or poultry.
- 41. Utility – A public service provided by a public or private company such as natural gas, electricity, telephone, cable television, storm and sanitary sewers and other, that are normally located in or above a public or private street or right-of-way. Utility does not include the public or private street. For the purpose of the Contract, a utility as defined above shall be located in or above the right-of-way in a manner that is consistent with governmental regulations and safe utility practices.
- 42. Yard Waste – Grass clippings, leaves, and brush and shrubbery trimmings.



## ATTACHMENT D

### CITY SERVICES AT NO COST

#### City of Alpine

##### City Services:

LOCATION	ADDRESS	SERVICE TYPE	FREQUENCY	# AND SIZE OF CONTAINER(S)
Gas Company	1400 N. Apple	T	1	1-3 yd SL
Alpine Swimming Pool	14000 N. Fighting Buck	T	1	1-3yd SL
Alpine Kokernot Park	1300 N. Fighting Buck	T	1	2-3yd SL
Alpine Airport	3401 N. Hwy 118	T	2	1-3 yd SL
Alpine Sunshine House	201 E. Sul Ross	T	1	1-3yd SL
Alpine Baines Park	400 S. 5 <sup>th</sup>	T	1	2-3yd SL
Alpine Warehouse	709 S. 9 <sup>th</sup>	T	1	1-3yd SL
Alpine Neighborhood Center	607 W. Avenue I	T	1	1-3 yd SL
Alpine City Hall	100 N. 13 <sup>th</sup>	T	2	2-3yd SL
		Recycle	1	3-3yd SL
Alpine Police Dept.	309 W. Sul Ross	T	2	3-3yd SL
		Recycle	1	1-3yd SL
Alpine Utilities Dept.	100 N. 8 <sup>th</sup>	T	1	1-3yd SL
Austin Fire Dept.	109 N. 8 <sup>th</sup>	T	1	1-3yd SL
Hal Flanders Recycle Center	2700 Cemetery Rd.	Recycle	1	6-3yd SL
Alpine Sewer Plant	N. Hwy 118	T	1	2-3yd SL
		Sludge disposal		
Alpine Dog Pound	2900 Old Marathon Hwy	T	2	1-3yd SL
		Lock Bar		1-Lock Bar
Alpine Dog Pound and dead animals found in city		Dead animals		



**CITY COUNCIL  
MEETING AGENDA ITEM COVER MEMO  
FEBRUARY 1, 2022**

---

**INFORMATION OR DISCUSSION**

---

3. Presentation by Guy & Lisa Fielder of Chisos Brewing Co. (J. Stokes, City Council)

---

**BACKGROUND**

---

1. None.

---

**SUPPORTING MATERIALS**

---

1. None.

---

**STAFF RECOMMENDATION**

---

1. None.

**9. Action items to be accompanied by a brief statement of facts, including where funds are coming from, if applicable.** (Action items limited to 10 per meeting).

1. Approve an application for replat to allow applicants, David L. Franks & Linda J. Clay, to separate two (2) lots and remove an unnamed platted street and park. The property in question is located at **1010 N. Bird Street**. Record property owner(s) David L. Franks & Linda J. Clay. The Planning & Zoning Commission has recommended approval of this replat (M. Antrim, Interim City Manager)
2. Approve an application for a Special Use Permit for applicant Hong Nguyen. The applicant is requesting a special use permit for the purpose of establishing a coin-operated machine business. The property in question is located at **2000 E. Highway 90**. Record property owner(s) Vimal Patel. The Planning & Zoning Commission has recommended denial of this Special Use Permit (M. Antrim, Interim City Manager)
3. Approve Resolution 2022-02-01, a resolution authorizing the Environmental Services Department to participate in the Keep Texas Beautiful and Texas Department of Transportation Governor's Community Achievement Award Program (M. Antrim, Interim City Manager)
4. Approve Resolution 2022-02-02, a resolution authorizing the City of Alpine to participate in the Office of the Governor, Public Safety Office, Criminal Justice Division's Justice Assistance Grant (JAG) Program for Fiscal Year 2023 (M. Antrim, Interim City Manager)
5. Approve Resolution 2022-02-03, a resolution authorizing the City of Alpine to participate in the Office of the Governor, Public Safety Office, Homeland Security Grants Program, Local Border Security Program for Fiscal Year 2023 (M. Antrim, Interim City Manager)



**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**FEBRUARY 1, 2022**

To: Honorable Mayor and City Council  
Agenda Item: Action Item 1 – REPLAT  
Submitted By: Geoffrey Calderon, City Secretary

---

**SYNOPSIS**

---

Approve an application for replat to allow applicants, David L. Franks & Linda J. Clay, to separate two (2) lots and remove an unnamed platted street and park. The property in question is located at **1010 N. Bird Street**. Record property owner(s) David L. Franks & Linda J. Clay. The Planning & Zoning Commission has recommended approval of this replat (M. Antrim, Interim City Manager)

---

**BACKGROUND**

---

- David L. Franks & Linda J. Clay met with the City Secretary concerning building on their land since previous surveys indicate that there was an unnamed and platted street and park on their land. After researching property records, the original deeds indicate that original ownership is private and the land was never dedicated, or given to the City.
- City Attorney confirmed that the land is not public, but privately owned.
- City Staff recommended that the property owners replat the property to avoid confusion in the future.

---

**SUPPORTING MATERIALS**

---

1. Replat application and documentation.

---

**STAFF RECOMMENDATION**

---

**APPROVE:** City Staff supports approval of this replat.

Interim City Manager

Megan Antrim

City Secretary

Geoffrey Calderon



**PLAT APPLICATION**  
For Amending Plats or Minor Plats

**MINOR PLATS:** Plats involving four or fewer lots fronting on an existing street and not requiring the creation of any new street or the extension of municipal facilities.

**AMENDING PLATS:** Plats described by Section 212.016 of the Local Government Code.

**Reason for Application** To separate into 2 lots and to remove the unnamed platted street and Park  
**Legal Description of Plat (or see attached metes and bounds):** See attached metes and bounds description

**Owner Name** David L Franks and Linda J. Clay **Address** 1010 N Bird St.  
**City, State, Zip** Alpine, TX 79830 **Phone Number** 214-766-9123 or 432-244-9018

**Developer's Name (If different from owner)** \_\_\_\_\_

**Address** \_\_\_\_\_ **City, State, Zip** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Representative's name (If acting as agent, see note on page 2)** \_\_\_\_\_

**Address** \_\_\_\_\_ **City, State, Zip** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Fee \$120.00**

**SUBMITTAL INFORMATION:**

**Submittal date:** Minimum of 25 days prior to the Planning and Zoning Commission meeting at which consideration is desired. The Planning and Zoning Commission generally meets the fourth Monday of each month

**Items to be submitted with this form:**

1. Application fee, \$120.00
2. Preferred size of Plat, 18" x 24"
3. Copies of Plat, 3 (Preliminary) 4 original with signatures (Final)
4. Drainage Plan



All materials, including exhibits, submitted in support of an application or displayed during a public hearing, shall remain the property of the City of Alpine. The preliminary Plat shall be considered officially received and considered for scheduling only when it is in compliance with the provisions of the City of Alpine Subdivision Code and when items 1-4 above are received.

Received by \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) Development / Inspections

**PROVISIONS:** The Planning and Zoning Commission may recommend approval, disapproval or conditional approval of the preliminary plat. Conditional approval is subject to conformity with prescribed conditions and is considered disapproval of the plat until said conditions are met. Approval of a preliminary plat shall be considered to be approval of the general arrangement of lots, streets and alleys and the width of streets and alleys, but is not considered to be final acceptance of the subdivision plat. Final plats shall be considered by the City Council.

**PROPERTY OWNER SIGNATURE** (by property owner only - authorized agent must sign affidavit below)

Signature *David H. H. H.* Date 12/1/2021  
*J. Clay* December 1, 2021

*If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.*

STATE OF TEXAS §  
COUNTY OF BREWSTER §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_  
who being by me duly sworn, upon oath says:

That (s)he is authorized by \_\_\_\_\_, the owner of the above described property, to fully represent him/her in this application and that (s)he has the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent Signature \_\_\_\_\_

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to certify which,  
witness my hand and seal of office.

\_\_\_\_\_  
Notary Public, State of Texas

[Seal]

## David Franks

---

**From:** Permit Tech <permits@ci.alpine.tx.us>  
**Sent:** Tuesday, November 30, 2021 3:02 PM  
**To:** David Franks; Roy Mendoza  
**Subject:** Re: 1010 N Bird St. Replat (Drainage Plan Exemption)

David,

That is correct, on a vacant lot that you are not planning on building on will not need a drainage plan. However, in the future, if you were to build the drainage and elevation plan must be submitted.

Thank you,

Jessica Boorse

On Tue, Nov 30, 2021 at 3:00 PM David Franks <[dfranks@siteaca.net](mailto:dfranks@siteaca.net)> wrote:

Jessica,

As per our conversation, a drainage plan is not required on a replat with a vacant lot with no current or future plan of development/structure add on. Please confirm our process for replat will not require a drainage plan at your earliest convenience.

Best Regards,



---

David Franks

Cell-214-766-9123

--

*Permit Technician - City of Alpine*  
*309 W. Sul Ross Ave.*  
*Alpine, Tx 79830*  
*432-837-3281*  
[permits@ci.alpine.tx.us](mailto:permits@ci.alpine.tx.us)

**Field Notes:**

**A Tract of land situated in the G.H. & S.A. Ry. Co. Survey 98, Block 9, Brewster County, Texas, being all of Lot 23 and a portion of Park 1 and an Unnamed Platted Street in Kokernot Heights, a subdivision of Brewster County, on file in Envelope No. 102, Plat Records, Brewster County, Texas, being that same tract of land described in a deed to David L. Franks, and Linda J. Clay, recorded in Volume 410, Page 794, Official Public Records, Brewster County, Texas (hereinafter known as Franks/Clay Tract), being more particularly described by metes and bounds as follows:**

**Beginning at a 3/8" Rebar Rod found (Control Monument), in the northeast line of North Bird Street, being the west corner of said Lot 23 and said Franks/Clay Tract, and the south corner of Lot 22 of said Kokernot Heights;**

**Thence N.48°39'49"E. (Base Bearing per WGS84 GPS Observation), 113.08 feet along the northwest line of Lot 23 and the Franks/Clay Tract, being the southeast line of Lot 22, to a 3/8" Rebar Rod found (Control Monument), in the southwest line of an Unnamed Platted Street, being the north corner of Lot 23 and Franks/Clay Tract, being the east corner of Lot 22;**

**Thence S.53°54'41"E., 151.59 feet along the southwest line of said Unnamed Platted Street, being the northeast line of Lot 23 and the Franks/Clay Tract, to a 3/8" Rebar rod found;**

**Thence 45.10 feet, along a curve to the right, concave to the southwest, whose radius is 50.00 feet, and chord is S.31°14'42"E., 43.58 feet, along Lot 23, along a northeast line of the Franks/Clay Tract, to a 3/8" Rebar Rod found;**

**Thence S.52°24'15"E., 33.62 feet into an Unnamed Platted Street, along a northeast line of the Franks/Clay Tract, to a 1/2" capped "1983" Rebar Rod recovered;**

**Thence S.52°36'28"E., 132.36 feet through the Unnamed Platted Street, and into said Park 1, along the north line of Franks/Clay Tract, to a 1/2" Rebar Rod found, for the east corner of the Franks/Clay Tract, and the north corner of a tract of land described in a deed recorded in Volume 178, Page 364, Official Public Records, Brewster County, Texas;**

**Thence S.42°35'53"W., 171.34 feet, along the southeast line of the Franks/Clay Tract, being the northwest line of said 178/364 Tract, to a 5/8" Rebar Rod found in the northeast line of North Bird Street, for the south corner of the Franks/Clay Tract, and the west corner of the 178/364 Tract;**

**Thence N.41°10'03"W., 130.41 feet through Park 1, and into Unnamed Platted Street, along the northeast line of North Bird Street, the southwest line of the Franks/Clay Tract, to a 3/8" Rebar Rod found;**

**Thence N.41°18'19"W., 179.90 feet along the northeast line of North Bird Street, being the southwest line of Lot 23 and the Franks/Clay Tract, to a 3/8" Rebar Rod found;**

**Thence N.42°09'22"W., 61.47 feet, continuing along northeast line of North Bird Street, being the southwest line of Lot 23 and the Franks/Clay Tract, the point of beginning and containing 51,882 square feet of land or 1.19 acres of land.**

**Field Notes for Lot 23A:**

**A Tract of land situated in the G.H. & S.A. Ry. Co. Survey 98, Block 9, Brewster County, Texas, being all of Lot 23 and a portion of an Unnamed Platted Street in Kokernot Heights, a subdivision of Brewster County, on file in Envelope No. 102, Plat Records, Brewster County, Texas, being that same tract of land described in a deed to David L. Franks, and Linda J. Clay, recorded in Volume 410, Page 794, Official Public Records, Brewster County, Texas (hereinafter known as Franks/Clay Tract), being more particularly described by metes and bounds as follows:**

**Beginning at a 3/8" Rebar Rod found (Control Monument), in the northeast line of North Bird Street, being the west corner of said Lot 23 and said Franks/Clay Tract, and the south corner of Lot 22 of said Kokernot Heights;**

**Thence N.48°39'49"E. (Base Bearing per WGS84 GPS Observation), 113.08 feet along the northwest line of Lot 23 and the Franks/Clay Tract, being the southeast line of Lot 22, to a 3/8" Rebar Rod found (Control Monument), in the southwest line of an Unnamed Platted Street, being the north corner of Lot 23 and Franks/Clay Tract, being the east corner of Lot 22;**

**Thence S.53°54'41"E., 151.59 feet along the southwest line of said Unnamed Platted Street, being the northeast line of Lot 23 and the Franks/Clay Tract, to a 3/8" Rebar rod found;**

**Thence 45.10 feet, along a curve to the right, concave to the southwest, whose radius is 50.00 feet, and chord is S.31°14'42"E., 43.58 feet, along Lot 23, along a northeast line of the Franks/Clay Tract, to a 3/8" Rebar Rod found;**

Thence S.52°24'15"E., 33.62 feet into an Unnamed Platted Street, along a northeast line of the Franks/Clay Tract, to a 1/2" capped "1983" Rebar Rod recovered;

Thence S.41°44'22"E., 145.18 feet, along the southeast line of Lot 23, through the Unnamed Street, and the Franks/Clay Tract, to a 3/8" Rebar Rod found in the northeast line of North Bird Street;

Thence N.41°18'19"W., 179.90 feet along the northeast line of North Bird Street, being the southwest line of Lot 23 and the Franks/Clay Tract, to a 3/8" Rebar Rod found;

Thence N.42°09'22"W., 61.47 feet, continuing along northeast line of North Bird Street, being the southwest line of Lot 23 and the Franks/Clay Tract, the point of beginning and containing 31,196 square feet of land or 0.72 of an acre of land.

**Field Notes Lot 23B:**

**A Tract of land situated in the G.H. & S.A. Ry. Co. Survey 98, Block 9, Brewster County, Texas, being a portion of Park 1 and an Unnamed Platted Street in Kokernot Heights, a subdivision of Brewster County, on file in Envelope No. 102, Plat Records, Brewster County, Texas, being that same tract of land described in a deed to David L. Franks, and Linda J. Clay, recorded in Volume 410, Page 794, Official Public Records, Brewster County, Texas (hereinafter known as Franks/Clay Tract), being more particularly described by metes and bounds as follows:**

**Beginning at a 1/2" Rebar Rod found, for the east corner of the Franks/Clay Tract, and the north corner of a tract of land described in a deed recorded in Volume 178, Page 364, Official Public Records, Brewster County, Texas;**

**Thence S.42°35'53"W., 171.34 feet, along the southeast line of the Franks/Clay Tract, being the northwest line of said 178/364 Tract, to a 5/8" Rebar Rod found in the northeast line of North Bird Street, for the south corner of the Franks/Clay Tract, and the west corner of the 178/364 Tract;**

**Thence N.41°10'03"W., 130.41 feet through Park 1, and into Unnamed Platted Street, along the northeast line of North Bird Street, the southwest line of the Franks/Clay Tract, to a 3/8" Rebar Rod found;**

**Thence N.41°44'22"W., 145.18 feet, along the southeast line of Lot 23, Kokernot Heights, through the Unnamed Street, and the Franks/Clay Tract, to a 1/2" capped "1983" Rebar Rod recovered;**

**Thence S.52°36'28"E., 132.36 feet through the Unnamed Platted Street, and into said Park 1, along the north line of Franks/Clay Tract, the point**

of beginning and containing 20,686 square feet of land or 0.47 of an acre of land.

**Chain of Title**

**0.48 acres "Park Land"**

1. **5-20-1971 Vol-171, P-255**  
Kokernot to Walker
2. **7-28-1975 Vol-189, P-674**  
Walker to Fox
3. **4-8-91 Vol-23, P-216 doc# 038994**  
Fox to Jackson
4. **3-5-2018 Vol-350, P-348 doc# 104681**  
Jackson to Freeland
5. **7-25-2018 Vol-357/P-358 doc# 105890**  
Freeland-Altura Vista LLC
6. **9-27-2021 Book-410/Page 794 doc# 113663**  
Altura to Franks/Clay



①

recorded

~~5-20-71~~  
~~5-20-71~~  
~~5-20-71~~

5-20-71

VOL 171 PAGE 255

WARRANTY DEED

THE STATE OF TEXAS  
COUNTY OF BREWSTER

KNOW ALL MEN BY THESE PRESENTS:

That we, LEE GLENN KOKERNOT and wife, BEULAH O. KOKERNOT, of the County of Herkimer, State of New York, and JOHN W. KOKERNOT and wife, MARJORIE KOKERNOT, of the County of Travis and State of Texas for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and for the payment of which no lien, either express or implied is retained or shall exist, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto FORREST C. WALKER of the County of Brewster and State of Texas, all of the following described real property in Brewster County, Texas, to wit:

BEING 1.49 acres of land, consisting of Lot 23 and a portion of streets and park lying between Lot 23 and Lot 24, Kokernot Heights Addition, Alpine, Texas. described by metes and bounds as follows:

BEGINNING at a 1/2" re-bar in place at the southwest corner of Lot 22 and northwest corner of Lot 23, Kokernot Heights Addition, City of Alpine, Texas, for the northwest corner of this tract;

THENCE N49° 41'E, with south boundary of Lot 22 and North boundary of Lot 23, a distance of 112 feet to a 1/2" re-bar set for the common east corner of said two lots and northeast corner this tract;

THENCE S51° 40'E, with the east boundary of Lot 23, and continuing, a total distance of 299.2 feet to a 1/2" re-bar set for an east corner of this tract, from which point a 1/2" re-bar in place at the southeast corner of Lot 25 bears S38° 29'E, 310 feet;

THENCE S05° 49'E, 208.8 feet to a 1/2" re-bar in place at the common north corner of Lots 24 and 25, for southeast corner of this tract, from which point a 1/2" re-bar in place at the common south corner of said two lots bears

EXCEPT, HOWEVER, all Mineral Interests, Oil, Gas, Sulphur and other Minerals, in and under the heretofore described property are herein reserved to Grantors.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 3rd day of May, A.D. 1971.

Lee Glenn Kokernot  
Lee Glenn Kokernot  
Beulah O. Kokernot  
Beulah O. Kokernot  
John W. Kokernot  
John W. Kokernot  
Marjorie Kokernot  
Marjorie Kokernot

THE STATE OF NEW YORK  
COUNTY OF HERKIMER

Before me, the undersigned authority, on this day personally appeared L.G. KOKERNOT and his wife, BEULAH O. KOKERNOT known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 3rd day of May, A.D. 1971.

DORIS B. DAMUTH  
Notary Public in the State of New York  
Appointed in Herkimer County  
My Commission Expires March 20, 1979

Doris B. Damuth  
Notary Public in and for Herkimer  
County, New York

THE STATE OF TEXAS  
COUNTY OF GRANT



T-28-1975

Prepared by the State Bar of Texas for use by Lawyers only. 5-74-10M  
To select the proper form, fill in blank spaces, strike out form provisions or insert  
special terms constituting the practice of law. No "standard form" can meet all  
requirements.

3045

# WARRANTY DEED

VOL. 182 PAGE 675

THE STATE OF TEXAS

COUNTY OF BREWSTER

} KNOW ALL MEN BY THESE PRESENTS:

That I, FORREST C. WALKER, owning, occupying and claiming other property  
as my homestead,  
of the County of Travis and State of Texas for and in  
consideration of the sum of TEN DOLLARS  
and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of  
which is hereby acknowledged, and for which no lien, either expressed or implied,  
shall be retained or exist,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

NELSON S. FOX and wife, GENE J. FOX,

of the County of Brewster and State of Texas, all of  
the following described real property in Brewster County, Texas, to-wit:

Being 0.48 acres of land commonly known as "Park 1" in  
Kokernot Heights Addition, Alpine, Brewster County, Texas,  
described by metes and bounds as follows, to-wit:  
BEGINNING at a 1/2" re-bar in place at the south corner of  
Lot 23, Kokernot Heights Addition, City of Alpine, Texas,  
for the west corner of this tract, from which point a 1/2"  
re-bar in place at the west corner of Lot 23 bears N. 40°  
19' W., 180.0 feet;  
THENCE S. 40° 19' E., 130.0 feet to a 1/2" copper rod set  
for the south corner of this tract;  
THENCE N. 44° 11' E., 171.8 feet to a 1/2" re-bar set for  
the east corner of this tract;  
THENCE N. 51° 40' W., 137.0 feet to an iron rod set  
for the east corner of Lot 23, from which point a 1/2"  
re-bar at the north corner of Lot 23 bears N. 51° 40'  
W., 162.2 feet;  
THENCE S. 41° 26' W., 145.5 feet to the place of  
BEGINNING, and containing 0.48 acres of land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee s , their heirs and assigns forever; and I do hereby bind myself and my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee , heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 18th day of July , A.D. 19 75.

*Forrest C. Walker*  
FORREST C. WALKER

(Acknowledgment)

THE STATE OF TEXAS }  
COUNTY OF TRAVIS }

Before me, the undersigned authority, on this day personally appeared FORREST C. WALKER

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 18 day of July , A.D. 19 75.

*Clara M. Winkley*  
Notary Public in and for Travis County, Texas.  
CLARA WINKLEY  
NOTARY PUBLIC TRAVIS CO.

FILED FOR RECORD the 28th day of July A.D., 19 75 at 11:30 o'clock A.M.

RECORDED the 28th day of July A.D. 19 75 at 4:00 o'clock P.M.

By *Mary Jack Holcomb* Deputy

HELEN CRONE, County Clerk,  
Brewster County, Texas

VOL. 189 PAGE 675

rec  
③

4-8-91

VOL. 23 PAGE 216

2251

Prepared by the State Bar of Texas for use by lawyers only

Revised 10-85

© 1985 by the State Bar of Texas

## WARRANTY DEED WITH VENDOR'S LIEN

038994

Date: April 4, 1991

Grantor: FAYE GENE FOX (A/K/A GENE J. FOX), Individually and as Independent Executrix of the Estate of NELSON S. FOX, Deceased

Grantor's Mailing Address (including county): 2002 Enfield, Alpine, TX 79830  
Brewster County, TX

Grantee: H. JOAQUIN JACKSON and wife, SHIRLEY J. JACKSON

Grantee's Mailing Address (including county): 1010 N. Bird St.  
Alpine, TX 79830  
Brewster County, TX

### Consideration

- (1) Ten Dollars and other good and valuable consideration, cash paid by the Grantees herein, the receipt of which is hereby acknowledged by the Grantor herein; and
- (2) The additional consideration of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) as evidenced by that certain promissory note of even date herewith executed by the Grantees herein payable to the order of the Grantor herein, bearing interest at the rate of 9.0% per annum, payable in 60 equal monthly installments of \$103.80 each, which includes both principal and interest, the first monthly installment becoming due one month from date hereof, and a like monthly installment due on the same date of each month thereafter until fully paid, including all accrued interest, except that the full amount of said note, if not sooner paid, becomes due five (5) years from date; said note containing the usual acceleration and attorney's fee clauses, and providing for prepayment without penalty; and all provisions of said note are made a part hereof as though written herein; and the payment of said note is secured by the Vendor's Lien herein and hereby retained and further secured by a Deed of Trust of even date herewith executed by Grantees herein to Richard E. Bowers, Trustee, conveying the property hereinafter described for the benefit of the holder of said note.

Property (including any improvements): Situated in Brewster County, Texas, to-wit:

Being 0.48 acres of land commonly known as "Park I" in Kokernot Heights Addition, Alpine, Brewster County, Texas, described by metes and bounds in the Exhibit attached hereto, which said Exhibit is made a part of this instrument by reference and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

NONE

EXHIBIT

Being 0.48 acres of land commonly known as "PARK I" in KOKERNOT HEIGHTS ADDITION, Alpine, Brewster County, Texas, described by metes and bounds as follows, to-wit:

BEGINNING at a  $\frac{1}{2}$ " re-bar in place at the south corner of Lot 23, Kokernot Heights Addition, City of Alpine, Texas, for the west corner of this tract, from which point a  $\frac{1}{2}$ " re-bar in place at the west corner of Lot 23 bears N. 40° 19' W. 180.0 feet;

THENCE S. 40° 19' E., 130.0 feet to a  $\frac{1}{2}$ " copper rod set for the south corner of this tract;

THENCE N. 44° 11' E., 171.8 feet to a  $\frac{1}{2}$ " re-bar set for the east corner of this tract;

THENCE N. 51° 40' W., 137.0 feet to an iron rod set for the east corner of Lot 23, from which point a  $\frac{1}{2}$ " re-bar at the north corner of Lot 23 bears N. 51° 40' W., 162.2 feet;

THENCE S. 41° 26' W., 145.5 feet to the place of BEGINNING and containing 0.48 acres of land;

being the same property conveyed by Forrest C. Walker to Nelson S. Fox and wife, Gene J. Fox, by deed dated July 18, 1975, recorded in Volume 189, Page 674, Deed Records of Brewster County, Texas.

FILED FOR RECORD ON THE 4 DAY OF April, A.D. 1991 AT 3:30 O'CLOCK P.M.  
RECORDED THE 8 DAY OF April, A.D. 1991 AT 2:30 O'CLOCK P.M.  
BETTY PETERS, COUNTY CLERK, BREWSTER COUNTY, TEXAS, BY: Joanthan Canales DEPUTY

4

3-5-2018

Book 0390 / Page 0348  
Doc #104681

**Notice of Confidentiality Rights:** If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

## GENERAL WARRANTY DEED

Date: February 28 2018

Grantor: LANCE STERLING JACKSON, Independent Executor of the Estate of M. JOAQUIN JACKSON  
Deceased

Grantor's Mailing Address: 9 Inwood Terrace 2  
San Antonio, TX 78248-1677  
Bexar County, Texas

Grantee: MARIAN SEALE FREELAND

Grantee's Mailing Address: P.O. Box 606  
Alpine, TX 79831  
Brewster County, Texas

Consideration: Cash and other valuable Consideration

Property (including any improvements)

1.19 acre tract of land situated in G.H. & S.A. Ry. Co. Survey, Section Ninety-eight (98), Block Nine 191, Brewster County, Texas, being all of Lot Twenty-three (23) and a portion of Part One (1) and an unnamed platted street in KOKERNOT HEIGHTS, a subdivision to the City of Alpine, Brewster County, Texas, per a plat on file in Envelope No. 102 Plat/Map Records of file in the office of the County Clerk's Office, Brewster County, Texas. Said 1.19 acre tract more particularly described in a Metes and Bounds Description and Plat of the survey attached hereto as Exhibit "A", dated February 15, 2017, and prepared by Connor Stevens, R.P.L.S. No. 1583, which Exhibit is made a part of this document by reference and incorporated herein for all purposes.

Reservations from Conveyance

None

Exceptions to Conveyance and Warranty

Subject to validly existing easements and rights of way, whether of record or not mineral interests outstanding in persons other than Grantor, if any, and taxes for 2018, which have been provided and adjusted in cash as of the date hereof, the payment of which Grantee assumes.

Grantor, by the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantee binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whatsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

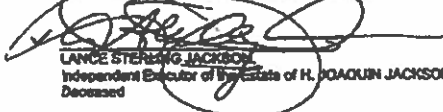
When the contract requires singular nouns and pronouns include the plural

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
THE SIGNATURE PAGE FOLLOWS.



GENERAL WARRANTY DEED  
LANCE STERLING JACKSON, Independent Executor - Grantor  
MARJAN SEALE FREELAND - Grantee  
SIGNATURE PAGE

WITNESSED by Grantor as of the Date first above written.

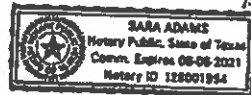
  
LANCE STERLING JACKSON  
Independent Executor of the Estate of H. JOAQUIN JACKSON,  
Deceased

(Acknowledgment)

STATE OF TEXAS     §  
                                  §  
COUNTY OF BREWSTER   §

This instrument was acknowledged before me on February 28, 2018, by LANCE STERLING JACKSON,  
in his fiduciary capacity as Independent Executor of the Estate of H. JOAQUIN JACKSON, Deceased.

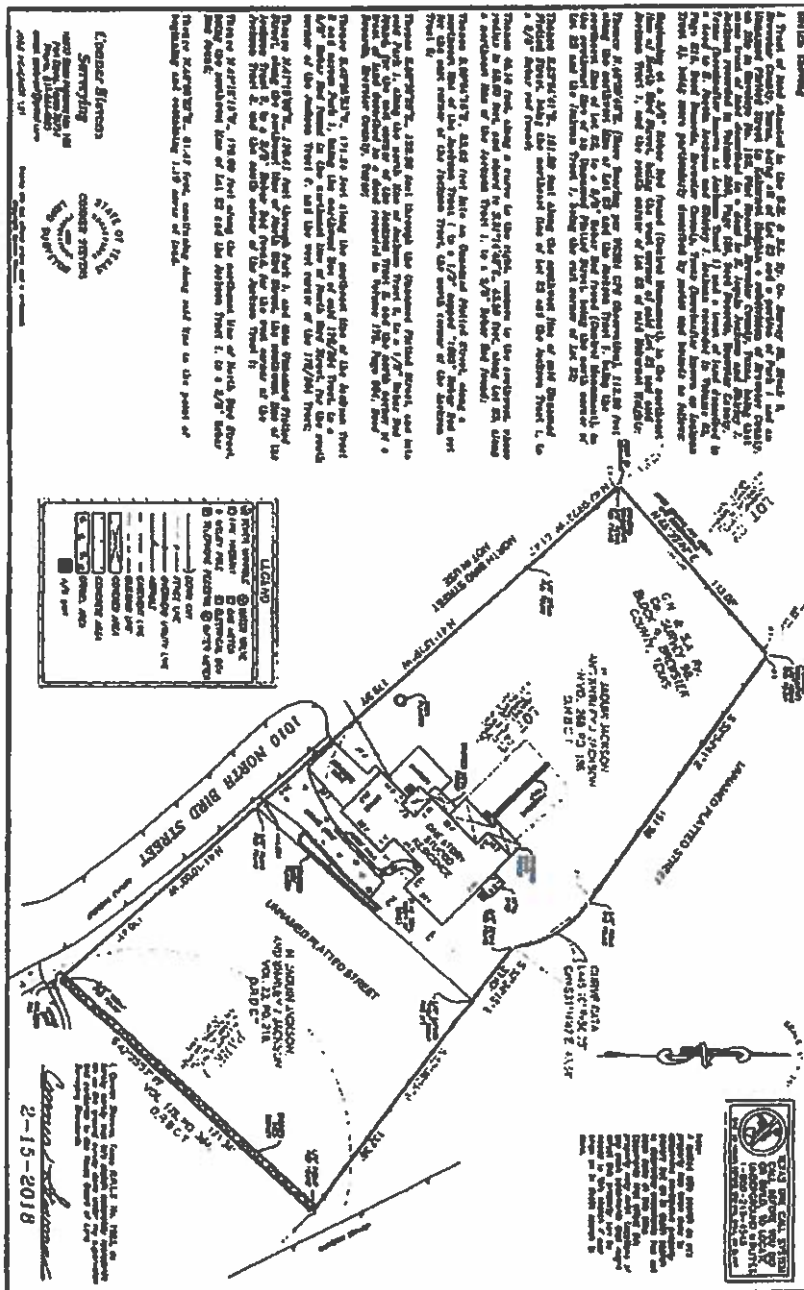
(Seal)



  
Sara Adams  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
BIG BEND TITLE, I.I.C.  
P.O. BOX 813  
FORT DAVIS, TX 79734  
CF# 9179-18-B

PREPARED IN THE LAW OFFICE OF  
JOSEPH P. JAMES  
ATTORNEY AT LAW  
P.O. BOX 2017  
FORT DAVIS, TX 79734



**EXHIBIT A**

Doc#: 104681  
# Pages: 4  
03/05/2018 09:57AM  
Filed & Recorded in  
Official Records of  
BREWSTER COUNTY  
BERTA RIOS-MARTINEZ  
COUNTY CLERK  
Fees: \$34.00

STATE OF TEXAS  
COUNTY OF BREWSTER  
I hereby certify that this Instrument was  
FILED on the date and at the time stamped  
hereon by me and was duly RECORDED in the  
Volume and Page of the Official Public  
Records of Brewster County, Texas  
VOL: 0350 PAGE: 0348

*Berta Rios-Martinez*

County Clerk, Brewster County, Texas

5

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

**GENERAL WARRANTY DEED**

Date: July 25, 2018

Grantor: MARIAN SEALE FREELAND, also known as Marian Seale, a single woman, and claiming other property as her homestead

Grantor's Mailing Address: Post Office Box 608, Alpine, Brewster County, Texas 79831

Grantee: ALTURA VISTA, LLC, a Texas limited liability company

Grantee's Mailing Address: Post Office Box 608, Alpine, Brewster County, Texas 79831

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration.

Property (including any improvements): All of Grantor's interest in and to the following real property situated in Brewster County, Texas, to-wit:

Property #1: A 0.41 acre tract of land, more or less, lying in Brewster County, Texas, being out of and parts of Lots 1, 2, 3, 8, 9, and 10 out of METTA HARMS ADDITION, Block 3, recorded in Plat Envelope #95, of Brewster County Plat Records, and also being all of that same certain tract called 0.41 acres as described in conveyance document to Nurses Unlimited Inc., recorded in Volume 244, Page 40, of the Brewster County Official Public Records, and being one and the same property conveyed by GF&L, LLC to Marian Seale Freeland by Deed dated February 5, 2018, and recorded in Volume 0349, Page 0315, of the Official Records of Brewster County, Texas; said property also known as 1604 W. Highway 90, Alpine, Texas.

Property #2: A 0.392 acre tract of land, more or less, being all of Lots One (1), Two (2), and Three (3), Block Thirty-nine (39), ORIGINAL TOWN SITE of Alpine, as per a plat on file in Envelope #184, Plat Records in the office of the County Clerk, Brewster county, Texas; said property also known as 307 and 309 E. Lockhart and 401 N. 2<sup>nd</sup> Street, Alpine, Texas.

Property #3: A 1.19 acre tract of land situated in G.H. & S.A. Ry. Co. Survey, Section Ninety-eight (98), Block Nine (9), Brewster County, Texas, being all of Lot Twenty-three (23) and a portion of Park One (1) and an unnamed platted street in KOKERNOT HEIGHTS, a subdivision to the City of Alpine, Brewster County, Texas, per a plat on file in Envelope No. 102,

X

Plat/Map Records on file in the office of the County Clerk's Office, Brewster County, Texas, and being one and the same property conveyed by Lance Sterling Jackson, Independent Executor of the Estate of H. Joaquin Jackson, Deceased, to Marian Seale Freeland by Deed dated February 26, 2018, and recorded in Volume 0350, Page 0348, of the Official Records of Brewster County, Texas; said property also known as 1010 N. Bird Street, Alpine, Texas.

**Property #4:** Tract Five (5), as shown in the REPLAT of Lots Five (5), Six (6), Seven (7), and Eight (8), Block Twenty (20), NORTH ADDITION TO THE City of Alpine, Brewster County, Texas, as the same appears in Plat Envelope No. 307A, Map/Plat Records, on file in the Office of the County Clerk of Brewster County, Texas; said property also known as 1008 N. 10<sup>th</sup> Street, Alpine, Texas.

**Property #5:** 0.400 acre tract of land, being all of Lot Six (6) and Seven (7) and part of Lot Eight (8), Block Eighteen (18), ORIGINAL TOWNSITE of Alpine, Brewster County, Texas, as per Plat on file in Envelope No. 184, Plat Records, in the office of the County Clerk of Brewster County, Texas, and being one and the same property conveyed by Steele Family Holdings Texas #1, L.L.C. to Marian Seale Freeland by Deed dated February 26, 2018, and recorded in Volume 0350, Page 0173, of the Official Records of Brewster County, Texas; said property also known as 206 N. 4<sup>th</sup> Street, Alpine, Texas.

**Property #6:** A 0.335 acre tract of land described as First (1), Second (2), and Third (3) tracts in Volume 235, Page 822, Deed Records, a 0.018 acre tract described in Volume 38, Page 174, Official Public Records, and a tract described in Volume 185, Page 615, Deed Records, out of Lots Three (3), Four (4), and Five (5), Block Two (2), HANCOCK ADDITION, North of Railroad, as per a plat on file in Envelope No. 20, Plat Records, in the office of the County Clerk, City of Alpine, Brewster County, Texas, and being one and the same property conveyed by 5100 El Paso Drive, LLC, to Marian Seale Freeland by Deed dated June 8, 2018, and recorded in Volume 0355, Page 0010, of the Official Records of Brewster County, Texas; said property also being known as 205 N. Cockrell and 705 and 709 E. Avenue E, Alpine, Texas.

**Property #7:** Being 22.5 acres of land, more or less, out of Section One (1), Block Nine (9), GH & SA Ry. Co., Original Grantee, Brewster County, Texas, and, the Easement for purposes of ingress and egress as described in Deed from Rachel L. Smith, Individually, and as Independent Executrix of the Estate of Edwin F. Smith, Deceased, to Marian Seale Freeland by Deed dated July 3, 2014, and recorded in Volume 0302, Page 0771, of the Official

Records of Brewster County, Texas; said property also being known as the Smith House.

**Reservations from Conveyance:** None.

**Exceptions to Conveyance and Warranty:** All easements, restrictions, reservations and conditions of record, if any, as well as any visible or apparent easements or parties in possession, if any.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

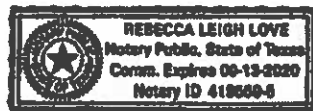
When the context requires, singular nouns and pronouns include the plural.

  
 MARIAN SEALE FREELAND

(Acknowledgment)

STATE OF TEXAS       §  
                                   §  
 COUNTY OF Brewster   §

This instrument was acknowledged before me on the 25<sup>th</sup> day of July, 2018,  
 by MARIAN SEALE FREELAND.



  
 Notary Public, State of Texas

**After Recording Return To:**

**Doc#: 105890**  
**# Pages: 4**  
**07/25/2018 01:28PM**  
**Filed & Recorded in**  
**Official Records of**  
**BREWSTER COUNTY**  
**BERTA RIOS-MARTINEZ**  
**COUNTY CLERK**  
**Fees: \$34.00**

**STATE OF TEXAS**  
**COUNTY OF BREWSTER**  
I hereby certify that this Instrument was  
**FILED** on the date and at the time stamped  
hereon by me and was duly **RECORDED** in the  
Volume and Page of the Official Public  
Records of Brewster County, Texas  
**VOL: 0357 PAGE: 0358**

*Berta Rios-Martinez*  
**County Clerk, Brewster County, Texas**

6

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

## GENERAL WARRANTY DEED

Date: September 27, 2021

Grantor: ALTURA VISTA, LLC

Grantor's Mailing Address: P.O. Box 608  
Alpine, TX 79831  
Brewster County, Texas

Grantee: DAVID L. FRANKS and LINDA J. CLAY

Grantee's Mailing Address: 1010 N. Bird St  
Alpine, TX 79830-3206  
Brewster County, Texas

Consideration: Cash and other valuable Consideration

Property (including any improvements):

A 1.19 acre tract of land situated in G. H. & SA Ry. Co. Survey, Section Ninety-eight (98), Block Nine (9), Brewster County, Texas, being all of Lot Twenty-three (23) and a portion of Park One (1) and an unnamed platted street in KOKERNOT HEIGHTS, a subdivision to the City of Alpine, Brewster County, Texas, per a plat on file in Envelope No. 102, Plat/Map Records of file in the office of the County Clerk's Office, Brewster County, Texas. Said 1.19 acre tract more particularly described in a Metes and Bounds Description and Plat of the survey attached hereto as Exhibit "A", dated August 27, 2021, and prepared by Conner Stevens, R.P.L.S. No. 1983, which Exhibit is made a part of this document by reference and incorporated herein for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Subject to overhead power lines as shown on the Plat attached hereto as Exhibit "A".

Subject to validity existing easements and rights of way, whether of record or not; and taxes for 2021, which have been prorated and adjusted in cash as of the date hereof, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

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

{THE SIGNATURE PAGE FOLLOWS.}



GENERAL WARRANTY DEED  
ALTURA VISTA, LLC - Grantor  
DAVID L. FRANKS and LINDA J. CLAY - Grantee  
SIGNATURE PAGE

EXECUTED by Grantor as of the date first above written.

ALTURA VISTA, LLC

By

Marian Freeland  
MARIAN FREELAND  
Manager

(Company Acknowledgment)

STATE OF TEXAS       §  
                                  §  
COUNTY OF BREWSTER   §

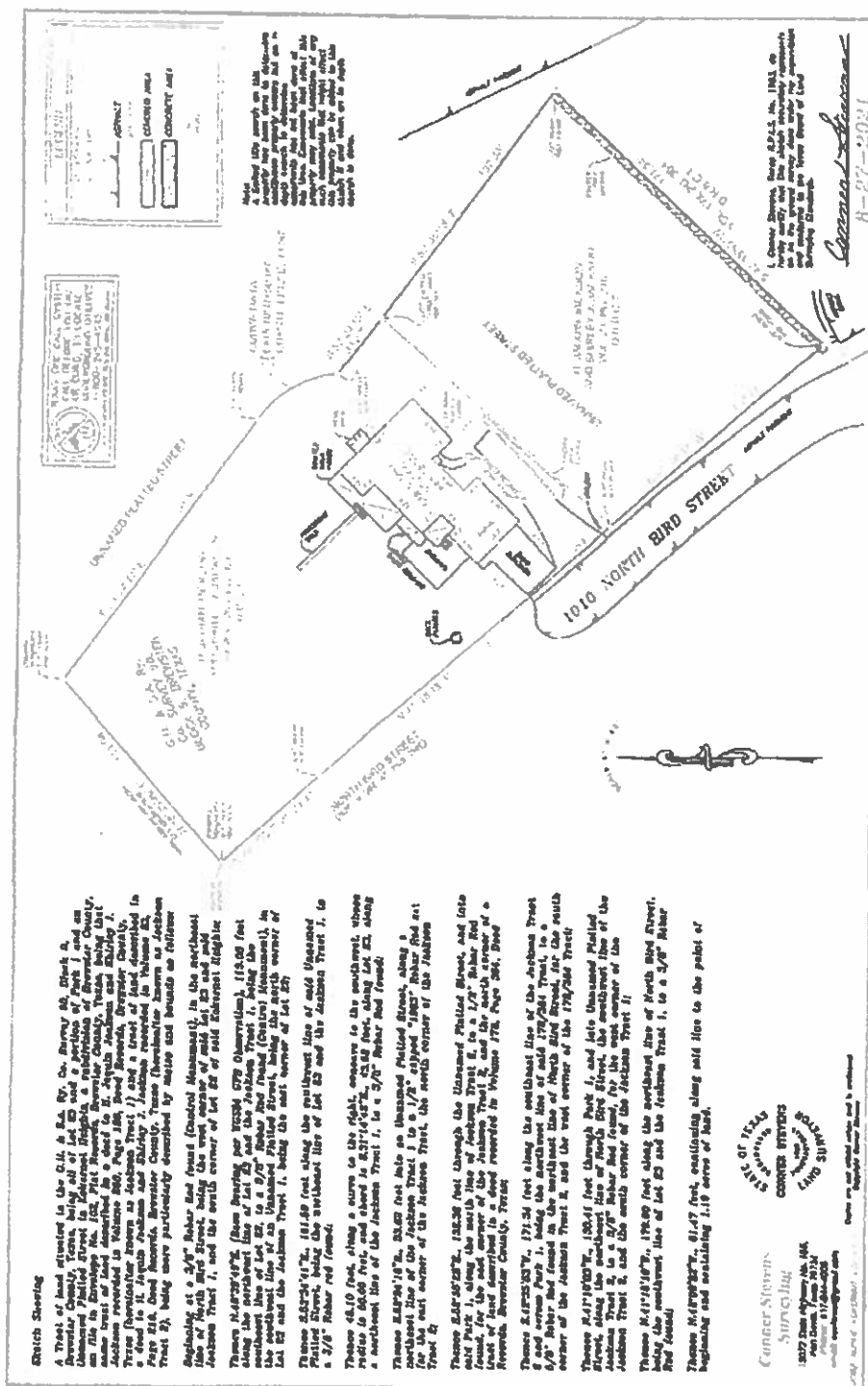
This instrument was acknowledged before me on September 27, 2021, by MARIAN FREELAND, Manager of ALTURA VISTA, LLC, a Texas limited liability company, in her authorized capacity on behalf of the Company



Bevlyne Maxam  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
ELLYSON ABSTRACT  
P.O. BOX 418  
ALPINE, TX 79831  
GP# 102104536

PREPARED IN THE LAW OFFICE OF  
JOSEPH P. JAMES  
ATTORNEY AT LAW  
P.O. BOX 2013  
FORT DAVIS, TX 79734





**CITY COUNCIL**  
**MEETING AGENDA ITEM COVER MEMO**  
**FEBRUARY 1, 2022**

To: Honorable Mayor and City Council  
Agenda Item: Action Item 2 – Special Use Permit, Coin-Operated Business  
Submitted By: Geoffrey Calderon, City Secretary

---

**SYNOPSIS**

---

Approve an application for a Special Use Permit for applicant Hong Nguyen. The applicant is requesting a special use permit for the purpose of establishing a coin-operated machine business. The property in question is located at **2000 E. Highway 90**. Record property owner(s) Vimal Patel. The Planning & Zoning Commission has recommended denial of this Special Use Permit (M. Antrim, Interim City Manager)

---

**BACKGROUND**

---

- Applicant Hong Nguyen has applied to open a coin-operated business. The City only allows 4 establishments, and there are currently 3 active businesses.
- This location was previously a registered and approved coin-operated business.
- The Planning & Zoning Commission recommended that this Special Use Permit be denied at the January 24, 2022 meeting. This denial would require that City Council approval be attained by a supermajority (3/4) vote. The reason for the recommendation of denial was unclear.
- Staff is recommending approval based upon prior approval of this location as a coin-operated business and all requirements being met.

---

**SUPPORTING MATERIALS**

---

1. Special Use Permit Application and documentation.

---

**STAFF RECOMMENDATION**

---

**APPROVE:** City Staff supports approval of this Special Use Permit.

Interim City Manager

Megan Antrim

City Secretary

Geoffrey Calderon

Permit Technician

Jessica Boorse

**BUILDING SERVICES**

309 W SUL ROSS AVE

ALPINE, TX 79830

(432) 837-3281

FOR STAFF USE ONLY

PERMIT # 21-006018

TOTAL FEE: \$350.00

DATE: 12/13/21**CONDITIONAL/SPECIAL USE PERMIT (Form A)****PART 1. APPLICANT INFORMATION**

Name of applicant/agent/company/contact:

Hong Nguyen

Street address of applicant/agent:

209 S. 10<sup>th</sup>

City/State/Zip Code of applicant / agent:

Alpine TX 79830

Telephone number of applicant/agents:

817-975-6227

Fax number of applicant/agents:

Email address of applicant /agent:

VIVIAN.1997.83@icloud.com

Mobile phone of applicant/agent:

SAME**PART 2. PROPERTY INFORMATION**

Street address of public property:

2000 E Hwy 90 Alpine TX 79830

Legal description of subject property (metes and bounds must be described on 8 1/2 x 11 paper

Lot:

Block:

Addition:

Size of subject property

Square footage:

1200 sqft

Acres:

Present zoning classification:

C-1A NEIGHBORHOOD COMMERCIAL DISTRICT

Proposed use of the property:

CASH-OPERATED BUSINESS

Zoning ordinance provision requiring a conditional use:

ORDINANCE 2020-02-04 ; 2021-04-06**PART 3. PROPERTY OWNER INFORMATION**

Name of current property owner:

Vimal Patel

Street address of property owner:

2127 W 6<sup>th</sup> St.

City/State/Zip code of property owner:

Fort Stockton, TX 79735

Telephone number of property owner:

432-448-3131

Fax number of property owner:

**PAID**pd ck# 101  
mmv

**BUILDING SERVICES**

309 W SUL ROSS AVE

ALPINE, TX 79830

(432) 837-3281

SUP PERMIT # 21-006018

DATE OF ISSUANCE: 12/13/2

**COIN-OPERATED AMUSEMENT MACHINE PERMIT APPLICATION**

Texas Comptroller Taxpayer Number:

32051203258

**BUSINESS/APPLICANT INFORMATION****BUSINESS**

Name:	E GAMEROOM		
Address:	2000E HWY 90 ALPINE, TX 79830		
Phone Number:	432-294-2398		
Email Address:	NHLind0559@yahoo.com		
Owners Name:	HONG NGUYEN		
Mailing Address:	P.O. BOX 624		
Driver License #	12245380	Zoning District:	

(Copy of Photo ID must be submitted with application)

**BUSINESS OWNER INFORMATION****Employee Name:****Driver License Number:**

1.	Rockland Owens	19706549
2.		
3.		

(The business owner is required to notify the City of Alpine Building Services Department of all new employees)

**PROPERTY OWNER INFORMATION****Property Owner:**

Name:	VIMAL PATEL	Phone Number:	
Address:	2127 W 6th St, Fort Stockton TX 79735		
Email:		Property Zoning District:	

(Copy of lease agreement or letter from property owner must be submitted with application)

**TEXAS COIN OPERATED MACHINE LICENSE INFORMATION:**

(Complete this section if different from business owner)

**License Holder:**

Name:	HONG NGUYEN
Address:	209 South 10th St ALPINE TX 79830
Phone Number:	817 975-6227
Email Address:	Vivian.1977.83@icloud.com

ANNUAL LICENSE FEE: \$3,000.00

ANNUAL PERMIT FEE: \$120 (PERMIT FEE IS NON-REFUNDABLE)

City of Alpine Annual License and Permit expires on December 31<sup>st</sup> of each year

**BUILDING SERVICES**

309 W SUL ROSS AVE

ALPINE, TX 79830

(432) 837-3281

PERMIT # 21-006018DATE OF ISSUANCE: 12/13/21**Coin-Operated Amusement Machine Permit Application:**

Each coin operated machine must have a serial number that is clearly visible on the outside of the machine. If a machine is manufactured without a serial number, the machine owner must assign a serial number and stamp or engrave the number on the machine. An occupation tax permit sticker issued by comptroller must be affixed to each machine. A license issued by the City of Alpine must be posted at each business.

**TAX RATE SCHEDULE FOR EACH COIN OPERATED MACHINE**

QUARTERS	MONTHS	MACHINE TOTALS		TAX RATE PER MACHINE	TOTAL AMOUNT
1 <sup>ST</sup> QUARTER	JAN-MARCH		X	\$ 15.00	
2 <sup>ND</sup> QUARTER	APRIL-JUNE		X	\$ 11.25	
3 <sup>RD</sup> QUARTER	JULY-SEPT.		X	\$ 7.50	
4 <sup>TH</sup> QUARTER	OCT.DEC		X	\$ 3.75	

Name of Business: E GameroomBusiness phone #: 817 975-6227

Email: \_\_\_\_\_

Owners Name: Hong NguyenEmail: Vivian.1977.83 eiclouds.comOwners Address: 209 S. 10th Alpine TX 79830

Phone: \_\_\_\_\_

A=Video	B=Pool	C=Pinball	D=Darts	E=Music	F=Amusement Redemption	G= Other
Machine Serial / ID #		Machine Make / Manufacture		Machine type code Use letter code above		Machine used by O=owner L=Lessee
1						
2						
3						
4						
5						
6						
7						
8						

The following machines are exempt from this tax: Stamp vending, service machine vending, gas meters, food vending, cigarette vending, beverage vending, and merchandise vending.

**City of Alpine Annual License and permit expires on December 31<sup>st</sup> of each year.**

Amusement Redemption Machines better known as "8 liners" to include "Sweepstakes" machines and Bona Fide amusement purposes awards merchandise and prizes. Awards non-cash merchandise, prizes, toys or novelties, or a representation of a value.

**GAMBLING DEVICES PROHIBITED**

**Any machine that:** Pays cash, gift cards and gift certificate, pays anything of value by chance and Not by skill.

**OFFICE USE ONLY**

LICENSE FEE PAID \_\_\_\_\_

DATE \_\_\_\_\_

PERMIT FEE PAID \_\_\_\_\_

DATE \_\_\_\_\_

Permit fee is non-refundable

Approved by: Chief of Police: \_\_\_\_\_ Date \_\_\_\_\_

STAFF USE ONLY:
-----------------

CASE NAME:	E GAMEROOM	
CASE NUMBER:	21-006018	
LOCATION:	2000 E Hwy 90 Alpine, TX 79830	
MAYOR:		Date:
SECRETARY:		Date:

PLANING AND ZONING COMMISSION CHAIRMAN:		Date:
--	--	-------

*APPROVAL DOES NOT AUTHORIZE ANY WORK IN CONFLICT WITH ANY CODES OR ORDINANCES.*

DEPARTMENT OF BUILDING SERVICES		Date:
---------------------------------	--	-------

**MINIMUM SIZE 3"x4" / THIS SIGNATURE BLOCK MUST APPEAR ON EACH PAGE OF THE SUBMITTAL AND FINAL REVISIONS / NUMBER EACH SHEET  
AS PER EXAMPLE: SHEET 1 OF 4; SHEET 2 OF 4; SHEET 3 OF 4 ETC.**

**DPS Computerized Criminal History (CCH) Verification  
(AGENCY COPY)**

I, Hong Nguyen, acknowledge that a Computerized Criminal  
APPLICANT or EMPLOYEE NAME (Please print)

History (CCH) check may be performed by accessing the Texas Department of Public Safety Secure Website and may be based on name and DOB identifiers. (This is not a consent form, but serves as information for the applicant.) Authority for this agency to access an individual's criminal history data may be found in Texas Government Code 411; Subchapter F.

Name-based information is not an exact search and only fingerprint record searches represent true identification to criminal history record information (CHRI), therefore the organization conducting the criminal history check is not allowed to discuss with me any CHRI obtained using the name and DOB method. The agency may request that I also have a fingerprint search performed to clear any misidentification based on the result of the name and DOB search.

In order to complete the fingerprint process I must make an appointment with the Fingerprint Applicant Services of Texas (FAST) as instructed online at www.txdps.state.tx.us *Crime Records/Review of Personal Criminal History* or by calling the DPS Program Vendor at 1-888-467-2080, submit a full and complete set of fingerprints, request a copy be sent to the agency listed below, and pay a fee of \$25.00 to the fingerprinting services company.

Once this process is completed the information on my fingerprint criminal history record may be discussed with me.

This copy must remain on file by this agency. Required for future DPS Audits)

[Signature]  
Signature of Applicant or Employee (optional)

10-1-2021  
Date

City of Alpine  
Agency Name (Please print)

Lorena Crespo-Cruz  
Agency Representative Name (Please print)

[Signature]  
Signature of Agency Representative

10-1-2021  
Date

Passed

Please:	
Check and Initial each Applicable Space	
CCH Report Printed:	
YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/>	<u>AK</u> initial
Purpose of CCH:	<u>Coin Operator Permit</u>
Empl <input type="checkbox"/> Vol/Contractor <input type="checkbox"/>	initial
Date Printed:	initial
Destroyed Date:	initial
Retain in your files	



# DPS Computerized Criminal History (CCH) Verification

(AGENCY COPY)

I, NGUYEN PHAN, acknowledge that a Computerized Criminal  
APPLICANT or EMPLOYEE NAME (Please print)

History (CCH) check may be performed by accessing the Texas Department of Public Safety Secure Website and may be based on name and DOB identifiers. (This is not a consent form, but serves as information for the applicant.) Authority for this agency to access an individual's criminal history data may be found in Texas Government Code 411; Subchapter F.

Name-based information is not an exact search and only fingerprint record searches represent true identification to criminal history record information (CHRI), therefore the organization conducting the criminal history check is not allowed to discuss with me any CHRI obtained using the name and DOB method. The agency may request that I also have a fingerprint search performed to clear any misidentification based on the result of the name and DOB search.

In order to complete the fingerprint process I must make an appointment with the Fingerprint Applicant Services of Texas (FAST) as instructed online at [www.txdps.state.tx.us/CrimeRecords/ReviewofPersonalCriminalHistory](http://www.txdps.state.tx.us/CrimeRecords/ReviewofPersonalCriminalHistory) or by calling the DPS Program Vendor at 1-888-467-2080, submit a full and complete set of fingerprints, request a copy be sent to the agency listed below, and pay a fee of \$25.00 to the fingerprinting services company.

Once this process is completed the information on my fingerprint criminal history record may be discussed with me.

(This copy must remain on file by this agency. Required for future DPS Audits)

[Signature]  
Signature of Applicant or Employee (optional)

9/29/21  
Date

City of Abilene  
Agency Name (Please print)

Lorena Crespo-Gonzalez  
Agency Representative Name (Please print)


[Signature]  
Signature of Agency Representative

10/01/2021  
Date

Not Passed

Please:	
Check and Initial each Applicable Space	
CCH Report Printed:	
YES _____ NO <u>X</u>	<u>[Initials]</u> initial
Purpose of CCH: <u>Coincidence Permit</u>	
Empl _____ Vol/Contractor _____	_____ initial
Date Printed: _____	_____ initial
Destroyed Date: _____	_____ initial
Retain in your files	

J. STEVEN HOUSTON  
COUNTY ATTORNEY

  
**BREWSTER COUNTY ATTORNEY**  
107 W. Ave. E #7  
Alpine, Texas 79830

PH, 432-837-3520  
FAX 432-837-7393

September 8, 2021

Elizabeth Rogers  
101 E Avenue B  
Alpine, TX 79830

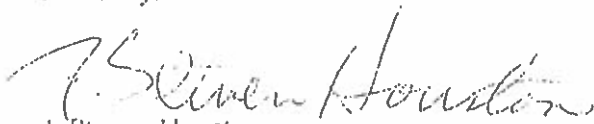
Re: Nguyen Nhat Phan  
File No. M17558  
Gambling Promotion  
Offence Date: May 27, 2021

Dear Liz,

With regard to the referenced matter, our office declined to prosecute the above referenced case on September 7, 2021.

If you have any questions please let me know.

Sincerely,

  
J. Steven Houston  
Brewster County Attorney

JSH/cr

**DPS Computerized Criminal History (CCH) Verification**  
**(AGENCY COPY)**

I, Rockland Owens, acknowledge that a Computerized Criminal

APPLICANT or EMPLOYEE NAME (Please print)

History (CCH) check may be performed by accessing the Texas Department of Public Safety Secure Website and may be based on name and DOB identifiers. (This is not a consent form, but serves as information for the applicant.) Authority for this agency to access an individual's criminal history data may be found in Texas Government Code 411; Subchapter F.

Name-based information is not an exact search and only fingerprint record searches represent true identification to criminal history record information (CHRI), therefore the organization conducting the criminal history check is not allowed to discuss with me any CHRI obtained using the name and DOB method. The agency may request that I also have a fingerprint search performed to clear any misidentification based on the result of the name and DOB search.

In order to complete the fingerprint process I must make an appointment with the Fingerprint Applicant Services of Texas (FAST) as instructed online at www.txdps.state.tx.us /Crime Records/Review of Personal Criminal History or by calling the DPS Program Vendor at 1-888-467-2080, submit a full and complete set of fingerprints, request a copy be sent to the agency listed below, and pay a fee of \$25.00 to the fingerprinting services company.

Once this process is completed the information on my fingerprint criminal history record may be discussed with me.

*(This copy must remain on file by this agency. Required for future DPS Audits)*

[Signature]  
Signature of Applicant or Employee (optional)

Date

7/16/21

City of Alpine  
Agency Name (Please print)

Lorena Crespo-Gonzalez  
Agency Representative Name (Please print)

[Signature]  
Signature of Agency Representative

Date

7-16-2021

Passed.

<b>Please:</b> Check and Initial each Applicable Space	
CCH Report Printed:	
YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	<u>[Signature]</u> Initial
Purpose of CCH: <u>Coin Operating Room Permit</u>	
Empl <input type="checkbox"/> Vol/Contractor <input type="checkbox"/>	Initial
Date Printed: _____	Initial
Destroyed Date: _____	Initial
Retain in your files	



30-308  
(Rev. 1-15/10)

# STATE OF TEXAS

## TEXAS COIN OPERATED MACHINE GENERAL BUSINESS LICENSE

### RECORDS LOCATION

ABC GAMEROOM  
209 S 10TH ST  
ALPINE TX 79830-5916

Taxpayer number

3-20512-0325-8

Effective Period

10/01/2021-12/31/2021

THIS PERMIT IS NON-TRANSFERABLE

PLEASE READ REVERSE SIDE

Taxpayer name and mailing address

HONG Q NGUYEN  
204 W MURPHY ST  
ALPINE TX 79830-4643

  
**GLENN HEGAR**  
Comptroller of Public Accounts

DISPLAY PROMINENTLY AT  
THE MACHINE LOCATION

*Please detach here and display your license or certificate*

**Is the information printed on this license or certificate correct?** If not, please tell us.

- If your business name and/or location address are correct, enter the correct trade name and/or address. Do not use this form to show a change of location.
- If your taxpayer name and/or mailing address are incorrect, enter the correct information.
- If you have received a Federal Employer's Identification (FEI) number, enter it in the space below.

**If your license or certificate is correct, you do not have to return this form.**

- If any corrections are required please enter the correct information on this form and return it to:

COMPTROLLER OF PUBLIC ACCOUNTS

111 E. 17th Street

Austin, Texas 78774-0100

**Keep this license or certificate until you receive a corrected license or certificate.**

**NOTE:** This form cannot be used if there has been a change of ownership or a change of location for this business. For these changes and to obtain a new license or certificate, please call 1-800-252-1385.

Taxpayer name shown on the license or certificate

Taxpayer number shown on the license or certificate

■ 3-20512-0325-8

• Please enter only the information that has to be corrected.

Correct business name

Correct business location address

City

State

ZIP code

Correct taxpayer name

Phone (Area code and number)

Correct mailing address

City

State

ZIP code

FEI number

For additional information, see the back of this form.

sign  
here

Taxpayer or authorized agent

Date

Comptroller's use only

JOB NAME: AMUSEAPP

Microfilm:

☐ PL05 ■ 00900  
■ 4401

Master name  
correction

☐ PL10 ■ 01170 ■ 0

Master mailing  
address change

☐ PL06 ■ 01180

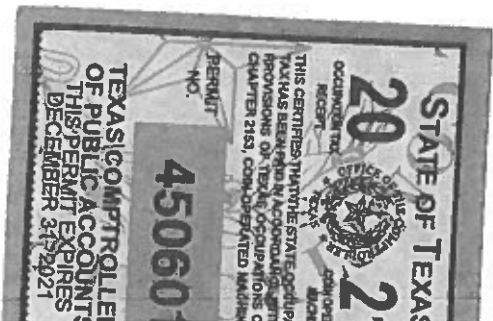
County code

■

Master phone number  
add/change

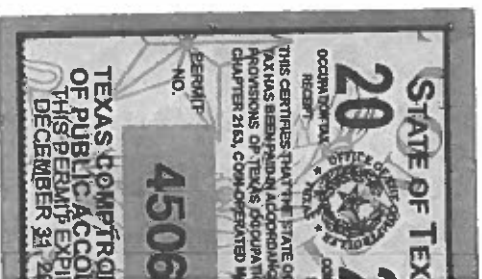
☐ PL06 ■ 01185

<b>Machine Serial ID# / TAG#</b>	<b>Machine Make/ Manufacture</b>	<b>Machine type code Use letter code above</b>	<b>Machine used by O=ownerL=Lease</b>
1. 500001 / 450610	WMS	G	O
2. 500002 / 450611	WMS	G	O
3. 500003 / 450612	WMS	G	O
4. 500004 / 450613	WMS	G	O
5. 500005 / 450614	WMS	G	O
6. 500006 / 450615	WMS	G	O
7. 500007 / 450616	WMS	G	O
8. 500008 / 450617	WMS	G	O
9. 500009 / 450618	WMS	G	O
10. 500010 / 450619	WMS	G	O
11. 500011 / 450620	WMS	G	O
12. 500012 / 450621	WMS	G	O
13. 500013 / 450622	BALLY	G	O
14. 500014 / 450623	BALLY	G	O
15. 500015 / 450624	BALLY	G	O
16. 500016 / 450625	BALLY	G	O
17. 500017 / 450626	BALLY	G	O
18. 500018 / 450627	BALLY	G	O
19. 500019 / 450628	BALLY	G	O
20. 500020 / 450629	BALLY	G	O
21. 500021 / 450630	GOLD TOUCH	G	O
22. 500022 / 450631	GOLD TOUCH	G	O
23. 500023 / 450632	GOLD TOUCH	G	O
24. 500024 / 450633	IGT	G	O
25. 500025 / 450634	IGT	G	O
26. 500026 / 450635	IGT	G	O
27. 500027 / 450636	POT O GOLD	G	O
28. 500028 / 450637	POT O GOLD	G	O
29. 500029 / 450638	POT O GOLD	G	O
30. 500030 / 450639	FIRE LINK BALLY	G	O













## COMMERCIAL LEASE AGREEMENT

This Lease dated on this 21<sup>st</sup> day of September, year 2021

**BETWEEN:**

### AKIVIAAN HOSPITALITY LLC

#### DBA Value Lodge

2000 E Hwy 90, Alpine TX 79830

Telephone # (432) 448-3131 Fax # (432) 837-1202

(the "Landlord")

OF THE FIRST PART

-AND-

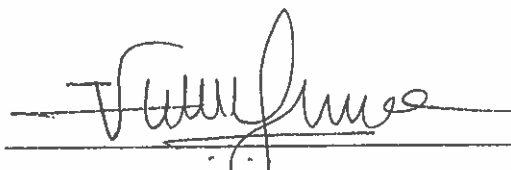
Phan Nguyen Nhat (NATHAN) of 918 Field Trl. Dr, Mesquite, TX 75150

Telephone # (817) 403-3294

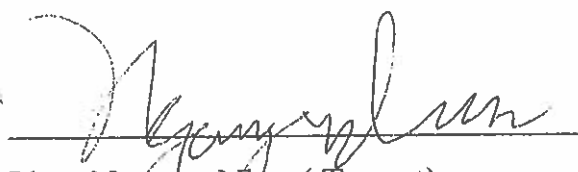
(the "Tenant")

OF THE SECOND PART

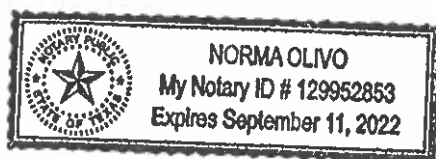
**IN WITNESS WHEREOF** the parties to this Lease have duly affixed their signatures under hand and seal, or by authorized officer under seal, on this 21<sup>st</sup> Day of September, 2021

  
Vimal Patel, Owner (Landlord)

09/21/2021  
Date

  
Phan Nguyen Nhat ( Tenant)

9/21/2021  
Date



Norma Olivo



**CITY COUNCIL  
MEETING AGENDA ITEM COVER MEMO  
FEBRUARY 1, 2022**

To: Honorable Mayor and City Council  
Agenda Item: Action Item 3 – Resolution 2022-02-01  
Submitted By: Geoffrey Calderon, City Secretary

---

**SYNOPSIS**

---

Approve Resolution 2022-02-01, a resolution authorizing the Environmental Services Department to participate in the Keep Texas Beautiful and Texas Department of Transportation Governor's Community Achievement Award Program (M. Antrim, Interim City Manager)

---

**BACKGROUND**

---

- Please see Memorandum from Adelina Beall, Environmental Services Coordinator

---

**SUPPORTING MATERIALS**

---

1. Resolution 2022-02-01
  - a. Memorandum from Adelina Beall, Environmental Services Coordinator

---

**STAFF RECOMMENDATION**

---

**APPROVE**

Interim City Manager	Megan Antrim
Grant Writer	Marci Tuck
Environmental Services	Adelina Beall

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

**RESOLUTION 2022-02-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AUTHORIZING THE CITY OF ALPINE ENVIRONMENTAL SERVICES DEPARTMENT TO PARTICIPATE IN THE KEEP TEXAS BEAUTIFUL AND TEXAS DEPARTMENT OF TRANSPORTATION'S GOVERNOR'S COMMUNITY ACHIEVEMENT AWARD PROGRAM.**

**WHEREAS,** The City of Alpine is committed to provide a safe, clean and attractive community for its citizens;

**WHEREAS,** The City of Alpine finds it in the best interest of the citizens of Alpine, that the City participates in the Governor's Community Achievement Award Program for FY2022;

**WHEREAS,** The City of Alpine agrees to provide the application fee and any matching funds for the said project as required by Keep Texas Beautiful and/or the Texas Department of Transportation (TxDOT) for the Governor's Community Achievement Award program; and

**WHEREAS,** The City of Alpine agrees that in the event of loss or misuse of any potential award funds, the City of Alpine assures that the funds will be returned to the Keep Texas Beautiful/TxDOT in full.

**WHEREAS,** The City of Alpine designates the City Manager as the applicant's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the application on behalf of the applicant agency.

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

The City of Alpine approves submission of the application for Governor's Community Achievement Award (GCAA), through Keep Texas Beautiful and TxDOT to designate City of Alpine as a GCAA community, potentially receiving award funds for beautification project(s) within the City.

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THE 1<sup>ST</sup> DAY OF FEBRUARY 2022.**

---

Andres "Andy" Ramos, Mayor

**ATTEST:**

---

Geoffrey R. Calderon, City Secretary

SUPPLEMENT A

**Memorandum from Adelina Beall,  
Environmental Services Coordinator,  
and Marci Tuck, Grant Writer.**



## MEMORANDUM

**Date:** February 2, 2022  
**To:** City of Alpine, Mayor and City Councilmembers  
**From:** Adelina Beall, Environmental Services Coordinator  
**Re:** City of Alpine application for the Keep Texas Beautiful/Tx Department of Transportation's *Governor's Community Achievement Award* designation

**Honorable Mayor and City of Alpine Councilmembers:**

Alpine is a great place to live, work and play! And we would like to be recognized as the great community that we are.

The Keep Texas Beautiful/Tx Department of Transportation's *Governor's Community Achievement Award* designation is one way that communities across the state are recognized for community leadership, public outreach, environmental education, beautification, litter prevention/clean-up, solid waste management, and illegal dumping enforcement.

The Environmental Services Division of City of Alpine, who partners with Keep Texas/Alpine Beautiful throughout the year, has applied for this prestigious designation the past three years, receiving third (3<sup>rd</sup>) Place in 2021!

A First-Place award comes with a \$130,000 monetary award for the City to apply to future beautification and clean-up efforts. Second place usually comes with a monetary award as well, but that amount has not been posted yet.

If awarded first or second place, Environmental Services would like to apply the award funds towards additional community clean-up efforts as well as towards enhancing the existing Rain Gardens with native plant & water conservation signage and an ADA accessible bench seating area within the rain garden area.

The deadline for the Keep Texas Beautiful/Tx Department of Transportation's *Governor's Community Achievement Award* application is 2/17/2022.

There is a \$25 application fee to apply for the *Governor's Community Achievement Award* designation.

Award winners are anticipated to be notified in September 2022.

***Staff recommends that Council APPROVE Resolution 2022-2-01.***





**CITY COUNCIL  
MEETING AGENDA ITEM COVER MEMO  
FEBRUARY 1, 2022**

To: Honorable Mayor and City Council  
Agenda Item: Action Item 4 – Resolution 2022-02-02  
Submitted By: Geoffrey Calderon, City Secretary

---

**SYNOPSIS**

---

Approve Resolution 2022-02-02, a resolution authorizing the City of Alpine to participate in the Office of the Governor, Public Safety Office, Criminal Justice Division's Justice Assistance Grant (JAG) Program for Fiscal Year 2023 (M. Antrim, Interim City Manager)

---

**BACKGROUND**

---

- Please see Memorandum from Marci Tuck, Grant Writer

---

**SUPPORTING MATERIALS**

---

1. Resolution 2022-02-02
  - a. Memorandum from Marci Tuck, Grant Writer

---

**STAFF RECOMMENDATION**

---

**APPROVE**

Interim City Manager	Megan Antrim
Grant Writer	Marci Tuck
Chief of Police	Darrell Losoya

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

**RESOLUTION 2022-02-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AUTHORIZING THE CITY OF ALPINE TO PARTICIPATE IN THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION'S JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR FY 2023.**

**WHEREAS**, the City of Alpine is committed to provide for the safety and welfare of its citizens;

**WHEREAS**, The City of Alpine finds it in the best interest of the citizens of Alpine that the City participate in the Office of the Governor, Public Safety Office, Criminal Justice Division, Edward Byrne Memorial Justice Assistance Grant Program (JAG) for FY2023;

**WHEREAS**, The City of Alpine agrees to provide any matching funds and reporting requirements as required by the Edward Byrne Memorial Justice Assistance Grant Program (JAG);

**WHEREAS**, The City of Alpine agrees that in the event of loss or misuse of the Edward Byrne Memorial Justice Assistance Grant Program (JAG) funds, the City of Alpine assures that the funds will be returned to the Office Of the Governor in full.

**WHEREAS**, The City of Alpine designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

the City of Alpine supports submission of the grant application for the Edward Byrne Memorial Justice Assistance Grant Program (JAG) to provide funds to acquire essential equipment for the Alpine Police Department.

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THE 1<sup>ST</sup> DAY OF FEBRUARY 2022.**

---

Andres "Andy" Ramos, Mayor

**ATTEST:**

---

Geoffrey R. Calderon, City Secretary

**SUPPLEMENT A**

**Memorandum from Marci Tuck,  
Grant Writer.**



## MEMORANDUM

**Date:** February 2, 2022  
**To:** City of Alpine, Mayor and City Councilmembers  
**From:** Marci Tuck, AICP – Grant Writer  
**Re:** Upcoming grant applications through the Office of Governor's Public Safety Office

**Honorable Mayor and City of Alpine Councilmembers:**

As of December 2021, the Office of the Governor's Public Safety Office has opened up program funding that could help the Alpine Police Department continue to provide and enhance the level of public safety throughout the community.

The two upcoming opportunities, as referenced in Resolution 2022-2-02 and Resolution 2022-2-03, are:

- 1) Office of the Governor, Public Safety Office, Criminal Justice Division, Edward Byrne Memorial Justice Assistance Grant Program (JAG) for FY2023.
  - Requesting funds for fifteen (15) building-mounted security cameras and monitoring software to be installed at all City of Alpine buildings.
  - Grant Deadline is 2/10/2022.
  - If awarded, funds can be used beginning 9/1/2022.
  
- 2) Office of the Governor, Public Safety Office, Homeland Security Grants Division, Local Border Security Program (LBSP) for FY2023.
  - Requesting funds for approximately 250 hours of overtime to be used by APD officers during FY2022-2023.
  - Grant Deadline is 3/18/2022.
  - If awarded, funds can be used beginning 9/1/2022.

The City of Alpine has successfully applied for funding through both of these programs in the past and is in good standing with FY2020-2021 and current FY2021-2022 grants with the Office of The Governor.

***Staff recommends APPROVING both Resolution 2022-2-02 and Resolution 2022-2-03.***



**CITY COUNCIL  
MEETING AGENDA ITEM COVER MEMO  
FEBRUARY 1, 2022**

To: Honorable Mayor and City Council  
Agenda Item: Action Item 5 – Resolution 2022-02-03  
Submitted By: Geoffrey Calderon, City Secretary

---

**SYNOPSIS**

---

Approve Resolution 2022-02-03, a resolution authorizing the City of Alpine to participate in the Office of the Governor, Public Safety Office, Homeland Security Grants Program, Local Border Security Program for Fiscal Year 2023 (M. Antrim, Interim City Manager)

---

**BACKGROUND**

---

- Please see Memorandum from Marci Tuck, Grant Writer

---

**SUPPORTING MATERIALS**

---

1. Resolution 2022-02-03
  - a. Memorandum from Marci Tuck, Grant Writer

---

**STAFF RECOMMENDATION**

---

**APPROVE**

Interim City Manager	Megan Antrim
Grant Writer	Marci Tuck
Chief of Police	Darrell Losoya

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

**RESOLUTION 2022-02-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AUTHORIZING THE CITY OF ALPINE POLICE DEPARTMENT TO PARTICIPATE IN THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, HOMELAND SECURITY GRANTS PROGRAM, LOCAL BORDER SECURITY PROGRAM (LBSP).**

**WHEREAS**, the City of Alpine is committed to provide for the safety and welfare of its citizens;

**WHEREAS**, The City of Alpine finds it in the best interest of the citizens of Alpine that the City participate in the Office of the Governor, Public Safety Office, Homeland Security Grants Division, Local Border Security Program (LBSP) for FY23;

**WHEREAS**, The City of Alpine agrees to provide applicable matching funds for the said project as required by the LBSP application; and

**WHEREAS**, The City of Alpine agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Alpine assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, The City of Alpine designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

The City of Alpine approves submission of the grant application for the Office of the Governor, Homeland Security Grants Division, Public Safety Office, Local Border Security Program to provide funds for overtime operations for the Alpine Police Department.

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THE 1<sup>ST</sup> DAY OF FEBRUARY 2022.**

\_\_\_\_\_  
Andres "Andy" Ramos, Mayor

**ATTEST:**

\_\_\_\_\_  
Geoffrey R. Calderon, City Secretary

SUPPLEMENT A

**Memorandum from Marci Tuck,  
Grant Writer.**





## MEMORANDUM

**Date:** February 2, 2022

**To:** City of Alpine, Mayor and City Councilmembers

**From:** Marci Tuck, AICP – Grant Writer

**Re:** Upcoming grant applications through the Office of Governor's Public Safety Office

**Honorable Mayor and City of Alpine Councilmembers:**

As of December 2021, the Office of the Governor's Public Safety Office has opened up program funding that could help the Alpine Police Department continue to provide and enhance the level of public safety throughout the community.

The two upcoming opportunities, as referenced in Resolution 2022-2-02 and Resolution 2022-2-03, are:

- 1) Office of the Governor, Public Safety Office, Criminal Justice Division, Edward Byrne Memorial Justice Assistance Grant Program (JAG) for FY2023.
  - Requesting funds for fifteen (15) building-mounted security cameras and monitoring software to be installed at all City of Alpine buildings.
  - Grant Deadline is 2/10/2022.
  - If awarded, funds can be used beginning 9/1/2022.
  
- 2) Office of the Governor, Public Safety Office, Homeland Security Grants Division, Local Border Security Program (LBSP) for FY2023.
  - Requesting funds for approximately 250 hours of overtime to be used by APD officers during FY2022-2023.
  - Grant Deadline is 3/18/2022.
  - If awarded, funds can be used beginning 9/1/2022.

The City of Alpine has successfully applied for funding through both of these programs in the past and is in good standing with FY2020-2021 and current FY2021-2022 grants with the Office of The Governor.

***Staff recommends APPROVING both Resolution 2022-2-02 and Resolution 2022-2-03.***

**10. City Council Member Comments** – No discussion or action may take place.

**NOTICE:** The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, as authorized by the Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.086 (economic development).

**11. Executive Session** –

1. Meeting with special counsel regarding the Ponton development project (M. Antrim, Interim City Manager)

**12. Action – Executive Session** –

1. Action if any, concerning the meeting with special counsel regarding the Ponton development project (M. Antrim, Interim City Manager)

**13. Adjourn.**