

# ***City of Alpine***

## ***Regular City Council Meeting***

**Tuesday, June 1, 2021**

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 Tuesday, June 1, 2021, at City Council Chambers located at 803 W. Holland Avenue and via Zoom Conference, in the City of Alpine, Texas. Meeting login details may be found at [www.cityofalpine.com](http://www.cityofalpine.com)** for the purpose of considering the attached agenda. This notice is posted pursuant to the Texas Open Meetings Act. (Section 551.043, Texas Government Code).

Members of the audience will be provided an opportunity to address the Council on any agenda item after determination of quorum and proof of notice of the meeting. Zoom meeting comment and question rules and procedures are listed on the City Website. Remarks will be limited to a total of 3 minutes per person. Please email your name to Geo Calderon ([g.calderon@ci.alpine.tx.us](mailto:g.calderon@ci.alpine.tx.us)). If you have a petition or other information pertaining to your subject, please email it to the City Secretary beforehand. All names wanting to make public comment for the meeting will be queued up and given to the Mayor at that section of the meeting. The Mayor will call on those individuals one at a time and our meeting moderator will take you off mute to make your comments. This will function the same as our existing sign-up sheet in Council Chambers. **\*\*\* Please note, you MUST include your full name (first and last) along with what Ward you reside in or have business interest in. If you do not live or own property in the City please state that in your email.** 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.**
2. **Determination of a Quorum and Proof of Notice of the Meeting.**
3. **Public Comments** – (limited to 3 minutes per person)
4. **Presentation, Recognitions, and Proclamations** – None
5. **Reports** -

**City Mayor's Report** – None

**City Attorney's Report** - None

**City Manager Report** -

- Alpine School Remodel Update
- Swimming Pool
- Budget Process
- Staffing

**City Staff Update** - None

6. **Public Hearings** -
  - Public Hearing to obtain citizen's view and comments on one animal permit for 4 horses and 10 steers located at 1909 W. Mosley Loop, Alpine, Texas, 79830. Applicant is Justin Claiborne.
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 May 18, 2021 Minutes (M. Antrim, Interim City Manager)
2. Approval of May 24, 2021 Minutes (M. Antrim, Interim City Manager)
3. Approval of 1st and 2nd Quarterly Investment Reports (M. Antrim, Interim City Manager)

**8. Information or Discussion items –**

1. Discuss Wastewater Treatment Facility current aerator project. (M. Antrim, Interim City Manager)
2. Outdoor Lighting Ordinance presentation by Bill Wren (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 (up to 10 per meeting.) After being called upon by the Mayor or Mayor Pro Tem, Citizens are required to state their name and the Ward in which they reside. Priority will be given to citizens of Alpine and those who own businesses or property in the City. Individuals who do not live in, or own businesses or property in the City Limits of Alpine, will be allowed to speak if there is time available.)

1. Discuss, consider, and take appropriate action on the first reading of Ordinance 2021-05-06, an ordinance amending Chapter 23 - City Council, Article II - Rules of Procedure to the Alpine Code of Ordinances (C. Rodriguez, City Council)
2. Discuss, consider, and take appropriate action on the second and final reading of one animal permit for 4 horses and 10 steers. Horses and steers will be located at 1909 W. Mosley Loop, Alpine, Texas, 79830 (C. Rodriguez, City Council)
3. Discuss, consider, and take appropriate action to appoint a Mayor Pro Tem (M. Antrim, Interim City Manager)
4. Discuss, consider, and take appropriate action on WTG Gas Contract, including the relocation of City gates (M. Antrim, Interim City Manager)
5. Discuss, consider, and take appropriate action to approve Resolution 2021-06-06 regarding WTG gas rates (M. Antrim, Interim City Manager)
6. Discuss, consider, and take appropriate action to appoint Interim City Attorney (M. Antrim, Interim City Manager)
7. Discuss, consider, and take appropriate action to authorize the Interim City Manager to advertise for the position of City Manager, City Secretary, City Attorney, and Director of Utilities (M. Antrim, Interim City Manager)

8. Discuss, consider, and take appropriate action to authorize the Interim City Manager to work with department heads to hire open positions for recycle tech, court clerk, and field workers in the Streets and Water Departments (M. Antrim, Interim City Manager)
9. Discuss, consider, and take appropriate action to approve TCEQ Agreed Order, Docket No. 2021-0015-MWD-E concerning licensing violations at the City of Alpine Waste Water Treatment plant and administrative penalty in the amount of \$10,020 (M. Antrim, Interim City Manager)
10. Discuss, consider, and take appropriate action to approve Special Use Permit Applications for: (M. Antrim, Interim City Manager)
  - a. Short Term Rental Special Use Permit for 509 S. 5th Street Owners of record are Don & Martha Coats.
  - b. Short Term Rental Special Use Permit for 604 E Gallego Avenue. Owner of Record is Robert Howard.

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

**11. Executive Session -**

1. Update on pending litigation - Creswell Suit - TML assigned legal council (M. Antrim, Interim City Manager)


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.)

**12. Action – Executive Session -**

1. Action, if any, on pending litigation - Creswell Suit - TML assigned legal council (M. Antrim, Interim City Manager)

I certify that this notice was posted at 2:00 P.M. on May 28, 2021, Pursuant to the Texas Open Meetings Act (Texas Government Code Section 51.043). 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 City Secretary's Office at (432)837-3301 or email [city.secretary@ci.alpine.tx.us](mailto:city.secretary@ci.alpine.tx.us) for further information.



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Geoffrey R. Calderon, Interim City Secretary  
City of Alpine

## **Agenda**

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

## **5. Reports -**

**City Mayor's Report** – None

**City Attorney's Report** - None

**City Manager Report** -

- Alpine School Remodel Update
- Swimming Pool
- Budget Process
- Staffing

**City Staff Update** - None

**6. Public Hearings -**

- Public Hearing to obtain citizen's view and comments on one animal permit for 4 horses and 10 steers located at 1909 W. Mosley Loop, Alpine, Texas, 79830. Applicant is Justin Claiborne.



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 May 18, 2021 Minutes (M. Antrim, Interim City Manager)
2. Approval of May 24, 2021 Minutes (M. Antrim, Interim City Manager)
3. Approval of 1st and 2nd Quarterly Investment Reports (M. Antrim, Interim City Manager)

1. Approval of May 18, 2021 Minutes (M. Antrim, Interim City Manager)

**City of Alpine**  
**Regular City Council Meeting**  
**Tuesday, May 18, 2021**  
**5:30 P.M.**  
**Minutes**

1. **Call to Order, and Pledge of allegiance to the flags** – Mayor Ramos called the meeting to order. The meeting was held at the City Council Chambers 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** – Councilor Judy Stokes, Councilor Chris Rodriguez, Councilor Sara Tandy, Councilor Martin Sandate, and Councilor Jerry Johnson attended at the City Council Chambers. City Manager Erik Zimmer, City Secretary Cynthia Salas and City Attorney Sandy Wilson attended at the City Council Chambers. City Secretary, Cynthia Salas reported that the agenda was posted at 11:00 A.M. on May 13, 2021.
3. **Public Comments** (limited to 3 minutes per person) – Karen Cantrell, JoAntoinette Valenzuela, Chris Ruggia, Stewart Ramser, Rick Stephens, Tammie Neu, Oscar Cobos, Carl Fleming, Karen Cantrell, Abbey Branch, Kirsten Moody.
4. **Presentation, Recognitions, and Proclamations** – (A. Ramos, Mayor) –
  - Mental Health Awareness Month
  - Stop the Bleed Campaign
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** – (A. Ramos, Mayor) –

- Introduction of the three (3) newly elected Council Members
- Presentation to Ramon Olivas for his 4 years (2 terms) in office as Council Member for Ward 2
- Presentation to Lucy Escovedo for her 4 years (2 terms) in office as Council Member for Ward 4

**City Attorney's Report** –

- AISD Project Update

**City Manager Report** –

- Coronavirus Update
- Relief Act Update
- IT Readout
- Sample Contract – Milestone Billing examples follow-up
- Boards & Commissions
- Ordinance Updates

## City Staff Updates –

- Human Resources by Lorena Crespo-Gonzales

## **6. Public Hearing –**

- Public Hearing to obtain citizen's views and comments on three applications totaling approximately \$2,000,000 (\$2 million) in TXDOT – Transportation Alternatives Set-Aside (TASA) program funds for sidewalk and related infrastructure improvements in multiple areas throughout the city. The City requires matching funds for all three (3) awarded, will be approximately \$400,000.

## **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 minutes from City Council meeting on May 4, 2021. (E. Zimmer, City Manager)
2. Approval of minutes from Special City Council meeting on May 10, 2021. (E. Zimmer, City Manager)

**Councilor Tandy requested items three (3), four (4), and five (5) be moved to Action Items. Motion was made by Councilor Johnson, by Resolution 2021-05-13, to approve items one (1) and two (2) on the consent agenda. Motion was seconded by Councilor Stokes. Motion unanimously carried.**

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

1. Discussion of a City street sign for Peach Tree Street also known as Quail Run. (S. Tandy, City Council)
2. Discussion regarding street repair timeline (S. Tandy, 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 (up to 10 per meeting.) after being called upon by Mayor or Mayor Pro Term. Citizens are required to state their name and the Ward in which they reside. Priority will be given to citizens of Alpine and those who own businesses or property in the City. Individuals who do not live in, or own businesses or property in the City limits of Alpine, will be allowed to speak if there is time available.) –**

1. Approval of Gwin Grimes for Animal Advisory Board – representing Humane Society Position. (E. Zimmer, City Manager) – **Motion was made by Councilor Tandy, by Resolution 2021-05-14, to accept item 1. Motion was seconded by Councilor Stokes. Motion unanimously carried.**
2. Approval of Rick Stephens for P&Z At-Large Position – (C. Rodriguez, City Council) – Motion was made by Councilor Tandy, by Resolution 2021-05-15, to table this item. Motion was

**seconded by Councilor Johnson. Councilor Stokes, Councilor Tandy, Councilor Sandate, and Councilor Johnson voted in favor. Councilor Rodriguez voted against. Motion passed 4 to 1.**

3. Approval of Rick Stephens for Chairman of P&Z. (C. Rodriguez, City Council) – Motion was made by Councilor Tandy, by Resolution 2021-05-16, to table the approval of Rick Stephens for Chairman of P&Z. Motion was seconded by Councilor Johnson. Councilor Stokes, Councilor Tandy, Councilor Sandate, and Councilor Johnson voted in favor. Councilor Rodriguez voted against. Motion passed 4 to 1.
1. Discuss, consider, and take appropriate action regarding the employment contract and most recent employee evaluations for: (J. Stokes, City Council)
  - a. City Manager – Erik Zimmer
  - b. City Secretary – Cynthia Salas

**Motion was made by Councilor Stokes, by Resolution 2021-05-17, to terminate the contracts of Erik Zimmer and Cynthia Salas. Motion was seconded by Councilor Tandy.**

**Councilor Rodriguez motioned to amend the original motion. Motion was not seconded. Motion lost. Councilor Stokes motioned to amend the original motion to terminate the employment contract of Erik Zimmer and to terminate him as of that night. Councilor Stokes, Councilor Tandy, and Councilor Sandate voted in favor. Councilor Rodriguez and Councilor Johnson abstained. Motion carried.**

**Motion was made by Councilor Stokes, by Resolution 2021-05-18, to terminate the employment of Cynthia Salas. Councilor Stokes, Councilor Tandy, and Councilor Sandate voted in favor. Councilor Johnson voted against. Councilor Rodriguez abstained. Motion carried 3 to 1.**

2. Discuss, consider, and take appropriate action approving Resolution 2021-05-15 authorizing the City of Alpine to participate in the Texas Department of Transportation's Transportation Alternatives Set-Aside program (E.Zimmer, City Manager) – Motion was made by Councilor Rodriguez, by Resolution 2021-05-19, to table this item. Motion was seconded by Councilor Stokes. Councilor Stokes, Councilor Rodriguez, Councilor Tandy, Councilor Sandate, and Councilor Johnson voted in favor. Motion unanimously carried.
3. Discuss, consider, and take appropriate action to review and approve items to Auction and/or Donate from the City of Alpine. (E. Zimmer, City Manager) – Motion was made by Councilor Rodriguez, by Resolution 2021-05-20, to table this item. Motion was seconded by Councilor Sandate. Councilor Stokes, Councilor Rodriguez, Councilor Tandy, Councilor Sandate, and Councilor Johnson voted in favor. Motion unanimously carried.
4. Discuss, consider, and take appropriate action on the first reading of Ordinance 2021-05-05, an ordinance amending Chapter 23 – City Council, Article II – Rules of Procedure to the Alpine Code of Ordinances. (C. Rodriguez, City Council) – Motion was made by Councilor Rodriguez, by Resolution 2021-05-21, to table this item. Motion was seconded by Councilor Sandate. Councilor Stokes, Councilor Rodriguez, Councilor Tandy, Councilor Sandate, and Councilor Johnson voted in favor. Motion unanimously carried.
5. Discuss, consider, and take appropriate action to approve Special Use Permit Application for: (E. Zimmer, City Manager)

- a. Short Term Rental Special Use Permit for 406 & 408 Phelps St and 702 & 704 E Ave B. Owner of record is Jennifer Hatch.
- b. Short Term Rental Special Use Permit for 105 E Lockhart Ave. Owner of record is Lockhart Hacienda LLC.
- c. Short Term Rental Special Use Permit for 502 E Brown St. Owner of record is Emily Alexander.
- d. Short Term Rental Special Use Permit for 708 Cactus St. Owner of record is Ruben & Paige Losoya.

**Motion was made by Councilor Rodriguez, by Resolution 2021-05-22, to approve the Special Use Permit Applications as they were noted. Motion was seconded by Councilor Sandate, Councilor Stokes, Councilor Rodriguez, Councilor Tandy, Councilor Sandate, and Councilor Johnson voted in favor. Motion unanimously carried.**

**Robert Martin, Chief of Police, requested that the Council move item two (2) of Executive Session to Open Session.**

6. Discuss investigation of false arrest by Alpine Police Dept. Officers Drawe and Cardoza last April 2020. Provide a copy of the complete investigation, findings, and actions taken by our current Chief of Police Robert Martin. Motion was made by Councilor Stokes, by Resolution 2021-05-23, to discuss the investigation of false arrest by Police Department Officers Draw and Cardoza last April 2020. Motion was seconded by Councilor Rodriguez. Discussion took place. No action taken.

**Sandy Wilson, City Attorney, requested that the Council move item one (1) from Executive Session to Open Session.**

7. Discuss, consider, and take appropriate action regarding the employment contract and most recent evaluation for: (J. Stokes, City Council)
  - a. City Attorney – Sandy Wilson

**Motion was made by Councilor Stokes, by Resolution 2021-05-24, to terminate the City Attorney. Motion was not seconded. Motion Lost. City Attorney, Sandy Wilson, resigned effective immediately.**

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

11. Executive Session - None

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 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)

12. Action – Executive Session – None

I certify that this notice was posted at 11:00 A.M. on May 13, 2021 pursuant to Texas Open Meetings Act. (Texas Vernon's Annotated Civil statutes, section 551.043 Texas Government Code.) 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 city secretary's office

at (432) 837-3301 or fax (432) 837-2044 for further information.

Andres "Andy" Ramos, Mayor

**ATTEST:**

Geoffrey R. Calderon, Interim City Secretary

I, Geoffrey R. Calderon, do certify that this notice was posted at 11:00 A.M. on May 13, 2021, and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Geoffrey R. Calderon, Interim City Secretary

2. Approval of May 24, 2021 Minutes (M. Antrim, Interim City Manager)



**City of Alpine  
Regular City Council Meeting  
Monday, May 24, 2021  
5:30 P.M.  
Minutes**

1. **Call to Order, and Pledge of allegiance to the flags** – Mayor Ramos called the meeting to order. The meeting was held at the City Council Chambers 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** – Councilor Judy Stokes, Councilor Sara Tandy, Councilor Martin Sandate, and Councilor Jerry Johnson attended at the City Council Chambers. Councilor Chris Rodriguez attended via Zoom. Interim City Manager Megan Antrim and Interim City Secretary Geoffrey Calderon attended at the City Council Chambers. Interim City Secretary, Geoffrey Calderon, reported that the agenda was posted by 5:00 P.M. on May 19, 2021.
3. **Public Comments** (limited to 3 minutes per person) – Oscar Cobos, Dale Christopherson, Laura Gold, Sherri McGinnis
4. **Presentation, Recognitions, and Proclamations** – (A. Ramos, Mayor) –
5. **Reports** – None

City Mayor's Report – (A. Ramos, Mayor) – None

City Attorney's Report – None

City Manager Report – None

City Staff Updates – None

6. **Public Hearing** – None

7. **Consent Agenda** – (Minutes, Financial reports, Department written reports, board appointments, etc.) – None

(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.)

8. **Information or Discussion items** – 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 (up to 10 per meeting.) after being called upon by Mayor or Mayor Pro Term. Citizens are required to state their name and the Ward in which they reside. Priority will be given to citizens of Alpine and those who own businesses or property in the

City. Individuals who do not live in, or own businesses or property in the City limits of Alpine, will be allowed to speak if there is time available.) –

1. Discuss, consider, and take appropriate action approving Resolution 2021-05-15 authorizing the City of Alpine to participate in the Texas Department of Transportation's Transportation Alternative Set-Aside program (J. Johnson, City Council) – Motion was made by Councilor Johnson, by Resolution 2021-05-24, to approve Resolution 2021-05-15. Motion was seconded by Councilor Tandy. Motion unanimously carried.
2. Discuss, consider, and take appropriate action to review and approve items to Auction and/or Donate from the City of Alpine (J. Stokes, City Council) – Motion was made by Councilor Stokes, by Resolution 2021-05-25, to approve the items presented to auction. Motion was seconded by Councilor Tandy. Motion unanimously carried.
3. Discuss, consider, and take appropriate action on the first reading of Ordinance 2021-05-05, an ordinance amending Chapter 23 – City Council, Article II – Rules of Procedure to the Alpine Code of Ordinances (J. Stokes, City Council) – Motion was made by Councilor Stokes, by Resolution 2021-05-26, to make no changes. Motion was seconded by Councilor Tandy. Motion was made by Councilor Rodriguez, by Resolution 2021-05-27, to amend the original motion to table the item. Motion was seconded by Councilor Stokes. The amended motion was unanimously carried. The original motion was lost due to no votes.
4. Discuss, consider, and take appropriate action on one animal permit for 4 horses and 10 steers. Horses and steers will be located at 1909 W. Mosely Loop, Alpine, Texas, 79830. Applicant is Justin Claiborne (C. Rodriguez, City Council) – Motion was made by Councilor Rodriguez, by Resolution 2021-05-27, to approve the animal permit. Motion was seconded by Councilor Johnson. Motion unanimously carried.
5. Discuss, consider, and take appropriate action on updating check signatories for all City of Alpine checking accounts (S. Tandy, City Council) – Motion was made by Councilor Tandy, by Resolution 2021-05-28, to approve Darrell Losoya & Geoffrey Calderon as the primary signatories and Randy Guzman and Jennifer Stewart as the alternates. Motion was seconded by Councilor Johnson. Motion unanimously carried.

10. City Councilmember Comments and Answers – No discussion or action may take place.

11. Executive Session –

1. Discuss, consider, and take appropriate action to appoint an Interim City Manager (M. Sandate, City Council)
2. Discuss, consider, and take appropriate action to appoint an Interim City Secretary (M. Sandate, City Council)

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 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)

12. Action – Executive Session –

1. Discuss, consider, and take appropriate action to appoint an Interim City Manager (M. Sandate, City Council) – Motion was made by Councilor Johnson, by Resolution 2021-05-29, to appoint Megan Antrim as the Interim City Manager with the Interim City Manager not being permitted to make staffing changes without City Council approval. Motion was seconded by Councilor Sandate. Motion unanimously carried.

2. Discuss, consider, and take appropriate action to appoint an Interim City Secretary (M. Sandate, City Council) – Motion was made by Councilor Sandate, by Resolution 2021-05-30, to appoint Geo Calderon as Interim City Secretary. Motion was seconded by Councilor Tandy. Motion unanimously carried.

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**ATTEST:**

Andres "Andy" Ramos, Mayor

Geoffrey R. Calderon, Interim City Secretary

I, Geoffrey R. Calderon, do certify that this notice was posted at 5:00 P.M. on May 19, 2021, and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Geoffrey R. Calderon, Interim City Secretary

**3. Approval of 1st and 2nd Quarterly Investment Reports (M. Antrim, Interim City Manager)**

**CITY OF ALPINE  
QUARTERLY COUNCIL REPORT  
FY 2020 - 2021 1st QUARTER  
INVESTMENT REPORT**

ACCOUNT TYPE	PURCHASE DATE	MATURITY DATE	Beginning Balance 10/1/2020	INTEREST As of December 31, 2020	CHANGE AMOUNT	INTEREST/DIVIDEND EARNED	BOOK VALUE	MARKET VALUE	Fund Distribution
TXClass - Capital Improvements	N/A	On Demand	\$609.79	0.0676%	\$0.00	\$0.06	\$609.85	\$609.85	All Funds
TXClass - Airport Reserve	7/27/2016	On Demand	\$571,843.03	0.1398%	-\$291,513.20	\$172.82	\$280,502.65	\$280,502.65	General Fund - Road Repair
TXClass - HOT Reserve	8/10/2015	On Demand	\$28,223.02	0.1398%	\$0.00	\$11.01	\$28,234.03	\$28,234.03	Airport
TXClass - Creek Project	8/11/2015	On Demand	\$85,853.88	0.1398%	\$0.00	\$33.51	\$85,887.39	\$85,887.39	Tourism
TXClass - Fire Dept	7/17/2017	On Demand	\$227,726.89	0.1398%	\$0.00	\$88.84	\$227,815.73	\$227,815.73	General Fund - Creek
TXClass - Water/Sewer Infrastructure Ordinance 2018-06-01 - Reserve Funds	6/20/2017	On Demand	\$196,251.95	0.1398%	\$0.00	\$76.58	\$196,328.53	\$196,328.53	General Fund - Fire
Additional funds 9/4/2018			\$574,844.23	0.1398%	\$0.00	\$304.33	\$780,148.56	\$780,148.56	Water/Sewer
			\$20,000.00	Awarded by Council February 5, 2019					
			\$65,000.00	Pending Contract					
			\$65,000.00						
			\$0.00	Utilized through Operating Budget					
			\$0.00	Utilized through Operating Budget					
			\$55,000.00	Pending final fiscal year payment before partial funds moved					
Beginning Total Investments			\$1,890,352.79	Total Interest		\$687.15	Total Investments	\$1,599,526.74	

This quarterly report is in full compliance with the investment strategy as established for the City's funds in the City's Investment Policy and meets the reporting requirements mandated by the Public Funds Investment Act (Chapter 2256) as amended.

Prepared by


Megar Autrim  
Director, of Finance

**CITY OF ALPINE**  
**QUARTERLY COUNCIL REPORT**  
**FY 2020 - 2021 2nd QUARTER**  
**INVESTMENT REPORT**

ACCOUNT TYPE	PURCHASE DATE	MATURITY DATE	Beginning Balance	INTEREST As of March 31, 2021	CHANGE AMOUNT	INTEREST/DIVID ND EARNED	BOOK VALUE	MARKET VALUE	Fund Distribution
TexStar	N/A	On Demand	1/1/2021 \$609.85	0.0676%	\$0.00	\$0.00	\$609.85	\$609.85	All Funds
TXClass - Capital Improvements	7/27/2016	On Demand	\$280,502.65	0.1051%	\$0.00	\$79.90	\$280,582.55	\$280,582.55	General Fund - Road Repair
TXClass - Airport Reserve	8/10/2015	On Demand	\$28,234.03	0.1051%	\$0.00	\$8.01	\$28,242.04	\$28,242.04	Airport
TXClass - HOT Reserve	8/11/2015	On Demand	\$85,887.39	0.1051%	\$0.00	\$24.46	\$85,911.85	\$85,911.85	Tourism
TXClass - Creek Project	7/17/2017	On Demand	\$227,815.73	0.1051%	\$0.00	\$64.97	\$227,880.70	\$227,880.70	General Fund - Creek
TXClass - Fire Dept	7/17/2017	On Demand	\$196,328.53	0.1051%	\$0.00	\$56.03	\$196,384.56	\$196,384.56	General Fund - Fire
TXClass - Water/Sewer Infrastructure Ordinance 2018-06-01 - Reserve Funds	6/20/2017	On Demand	\$575,148.56	0.1051%	\$0.00	\$222.13	\$780,370.69	\$780,370.69	Water/Sewer
	Ord 2018-06-01	Rate Analysis	\$20,000.00	Awarded by Council February 5, 2019					
		Needs Assessment - V	\$65,000.00	Pending Contract					
		Needs Assessment - S	\$65,000.00						
	Additional funds 9/1/SCADA		\$0.00	Utilized through Operating Budget					
		Sewer Plant - Office S	\$0.00	Utilized through Operating Budget					
	2012 Series Reserve		\$55,000.00	Pending final fiscal year payment before partial funds moved					
	Beginning Total Investments		\$1,599,526.74	Total Interest		\$455.50	Total Investments	\$1,599,982.24	

This quarterly report is in full compliance with the investment strategy as established for the City's funds in the City's Investment Policy and meets the reporting requirements mandated by the Public Funds Investment Act (Chapter 2256) as amended.

Prepared by

  
Megan Antrim  
Director of Finance

**8. Information or Discussion items –**

1. Discuss Wastewater Treatment Facility current arrerator project. (M. Antrim, Interim City Manager)
2. Outdoor Lighting Ordinance presentation by Bill Wren (M. Antrim, Interim City Manager)

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**9. Action items to be accompanied by a brief statement of facts, including where funds are**

**coming from, if applicable.** (Action items limited to (up to 10 per meeting.) After being called upon by the Mayor or Mayor Pro Tem, Citizens are required to state their name and the Ward in which they reside. Priority will be given to citizens of Alpine and those who own businesses or property in the City. Individuals who do not live in, or own businesses or property in the City Limits of Alpine, will be allowed to speak if there is time available.)

1. Discuss, consider, and take appropriate action on the first reading of Ordinance 2021-05-06, an ordinance amending Chapter 23 - City Council, Article II - Rules of Procedure to the Alpine Code of Ordinances (C. Rodriguez, City Council)
2. Discuss, consider, and take appropriate action on the second and final reading of one animal permit for 4 horses and 10 steers. Horses and steers will be located at 1909 W. Mosley Loop, Alpine, Texas, 79830 (C. Rodriguez, City Council)
3. Discuss, consider, and take appropriate action to appoint a Mayor Pro Tem (M. Antrim, Interim City Manager)
4. Discuss, consider, and take appropriate action on WTG Gas Contract, including the relocation of City gates (M. Antrim, Interim City Manager)
5. Discuss, consider, and take appropriate action to approve Resolution 2021-06-06 regarding WTG gas rates (M. Antrim, Interim City Manager)
6. Discuss, consider, and take appropriate action to appoint Interim City Attorney (M. Antrim, Interim City Manager)
7. Discuss, consider, and take appropriate action to authorize the Interim City Manager to advertise for the position of City Manager, City Secretary, City Attorney, and Director of Utilities (M. Antrim, Interim City Manager)
8. Discuss, consider, and take appropriate action to authorize the Interim City Manager to work with department heads to hire open positions for recycle tech, court clerk, and field workers in the Streets and Water Departments (M. Antrim, Interim City Manager)
9. Discuss, consider, and take appropriate action to approve TCEQ Agreed Order, Docket No. 2021-0015-MWD-E concerning licensing violations at the City of Alpine Waste Water Treatment plant and administrative penalty in the amount of \$10,020 (M. Antrim, Interim City Manager)
10. Discuss, consider, and take appropriate action to approve Special Use Permit Applications for:

1. Discuss, consider, and take appropriate action on the first reading of Ordinance 2021-05-06, an ordinance amending Chapter 23 - City Council, Article II - Rules of Procedure to the Alpine Code of Ordinances (C. Rodriguez, City Council)

**ORDINANCE 2021-05-06**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING CHAPTER 23 – CITY COUNCIL, ARTICLE II – RULES OF PROCEDURE TO THE ALPINE CODE OF ORDINANCES; PROVIDING REPEALING AND SEVERABILITY CLAUSES; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Alpine has cause in its legislative pursuit to amend the rules and procedures that govern open meetings of the City Council; and

**WHEREAS**, the current ordinance for governing rules and procedure requires an update to better align with values of the City; and

**WHEREAS**, it is deemed by the City Council of the City of Alpine to be in the public interest to update and enhance regulations regarding City Council meeting Rules & Procedures.

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

**SECTION I  
FINDINGS OF FACT**

All of the premises attached in the form here to described as Exhibit “A” are hereby found to be true and correct legislative and factual findings of the City Council of the City of Alpine and are hereby approved and incorporated herein as findings of fact.

**SECTION II  
CUMULATIVE CLAUSE**

This ordinance shall be cumulative of all provisions of the City of Alpine, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinance, in which event the conflicting provisions of such Ordinance are hereby repealed.

**SECTION III  
SEVERABILITY CLAUSE**

It is hereby declared to be the intention of the City Council of the City of Alpine that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences paragraphs or sections of the Ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, clause, sentence, paragraph or section.

**SECTION IV  
PROPER NOTICE AND MEETING**

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**SECTION V  
EFFECTIVE DATE**

This ordinance shall be effective upon passage and publication as required by State and Local law.

**PASSED AND ADOPTED THIS 15<sup>th</sup> DAY OF JUNE 2021 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**INTRODUCTION AND FIRST READING**

**JUNE 1, 2021**

**SECOND AND FINAL READING**

**JUNE 15, 2021**

**ATTEST:**

\_\_\_\_\_  
**Andres “Andy” Ramos, Mayor  
City of Alpine**

\_\_\_\_\_  
**Geoffrey R. Calderon, Interim City Secretary  
City of Alpine**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**City Attorney  
City of Alpine**

## EXHIBIT "A"

Secs. 23-1—23-20. - Reserved.

### ARTICLE II. - RULES OF PROCEDURE<sup>u</sup>

Footnotes:

--- (1) ---

Editor's note— Ord. No. 2015-7-01, adopted Sept. 1, 2015, amended former Art. II, §§ 23-21, 23-22, in its entirety to read as herein set out. Former Art. II pertained to similar subject matter and derived from Ord. No. 2003-7-11, 9-15-03; Ord. No. 2004-9-4, 9-20-04; Ord. No. 2005-9-25, 11-1-05; Ord. No. 2006-6-7, 7-18-06; Ord. No. 2006-6-8, 7-18-06; Ord. No. 2007-06-01, Exh. A, 7-3-07; Ord. No. 2008-07-01, Exh. A, 7-15-08; Ord. No. 2009-11-03, Exh. A, 12-8-09; Ord. No. 2012-01-01, Exh. A, 2-14-12; Ord. No. 2014-8-01, 9-2-14.

#### Sec. 23-21. - Meetings.

- (a) All regular city council ("council") meetings ("meeting(s)") shall normally be held at 5:30 p.m. at Council Chambers, 803 W. Holland, Alpine, Texas on the first and third Tuesdays of every month, except December when only a first Tuesday meeting shall be held. Special council meetings may be held when necessary for the transaction of the business of the city, shall normally be held at 5:30 p.m. at Council Chambers as above, and may only be called by written request from the mayor or three councilmembers, using the form adopted by resolution, if possible; this request may be circulated by any councilmember. Posting proper notice may change the location or time, or part or all of any meeting. All unfinished meetings shall recess no later than completion of the agenda item pending at 9:00 p.m., unless by motion and majority vote the council decides to continue the meeting; meetings shall be recessed under the following conditions:
  - (1) If any of the five councilmembers present cannot attend the next day to reconvene, the meeting must adjourn, unless all the councilmembers who cannot attend the next day give permission to recess.
  - (2) If recessed, the meeting shall be reconvened in the same place, at the same time, and on the next day, unless by motion and majority vote the council decides to set a different time and/or place.
- (b) The mayor shall, with three councilmembers, constitute a quorum; if the mayor is absent, four councilmembers shall constitute a quorum. All rulings from the mayor or mayor pro tem on procedural or substantive matters shall be subject to appeal and reversal by motion and majority vote of council at any time. The mayor or the mayor pro tem may vote only in the case of a tie, on any meeting agenda ("agenda") item ("item(s)").
- (c) In order to ensure clarity about the position of each councilmember during a vote, the mayor or mayor pro tem shall ask for a positive statement for those in favor of a motion by stating "aye" or raising of their hand, those not in favor of a motion by stating "nay" or raising of their hand, and those who abstain from voting by stating "abstain" or raising of their hand.
- (d) The mayor or mayor pro tem shall preside with fairness and impart maintaining absolute neutrality by posture, demeanor, action and language during all meetings. The mayor shall not:
  - (1) Restrict orderly speech, in any way, of any councilmember's or city manager's presentation of any item.
  - (2) Restrict orderly speech, in any way, of any councilmember's or city manager's discussion of any item.
  - (3) At the written request of any councilmember or the mayor, the department heads of finance, public works, ~~gas~~ and utilities, along with the police chief, shall attend meetings until dismissed by a majority vote of the council under Item B or any subsequent item in the order of business, or until the meeting is adjourned. The specific topic the department head needs to address should be included in the written request. Citizens or anyone attending a meeting shall be given an opportunity to ask questions on the specific topic before city staff are dismissed.
- (e) The mayor, any councilmember, or the city manager ("manager") may place items on any meeting agenda ("agenda"), ~~using the form adopted by resolution if possible~~ by submitting their request in writing to the city

manager or city secretary. All resolutions or ordinances require sponsorship by a councilmember or the city manager. The manager is responsible for the preparation of the agenda, but may not alter submitted items without permission of the submitter. The submission deadline for all meetings is 5:00 p.m. The last submission day is Wednesday before regular meetings, or the sixth day before special meetings.

- (1) Items shall indicate the requestor's name and sufficient explanation so that any citizen can understand the substance of the item.
  - (2) Presentations to be made during: presentations, public hearings, information and discussion/action items must meet the submission deadline listed above. The only exceptions to this are the: city mayor, city attorney, city manager and city staff reports.
  - (3) Any item requiring financial expenditure by the city must identify the line item of the budget the expenditure will come from or the financing strategy to be utilized by the city or the future budget requirements. The city manager will be available (and make staff available) to help ~~pull~~ assemble the back-up information together at the elected official's request.
  - (4) Information packets with back-up materials will be delivered to the mayor and city council members by 5:00 p.m. on the Friday prior to the council meeting.
  - (5) A redacted version of the packets, redacting all personnel or legal materials, will be available on the city website at least 24 hours prior to the scheduled meeting.
  - (f) Meetings are held pursuant to the provision of the Texas Open Meetings Act (V.T.C.A., Government Code ch. 551). Citizens desiring to address the city council, or express their opinion about a particular meeting agenda action item are limited to three minutes.
  - (g) Before a vote is taken on any item, the city secretary or designee shall read the written motion, and then shall ask whoever made the motion if the motion is correctly stated.
  - (h) Robert's Rules of Order may be generally followed for procedural matters. The council may adopt or revoke any specific rules of procedure at any time by resolution. Presiding officer of meeting must adhere to meeting rules/procedures. Councilmembers are allowed to call a point of order to facilitate the running of the meeting.
  - (i) Citizen comments after the meeting can be directed to their individual councilmember or the city manager.
  - (j) Written minutes, audio recordings, and video recordings shall be made of all meetings. The official minutes should reflect what was done, not everything that was said; and as a minimum shall include:
    - (1) The text of all main motions, as amended;
    - (2) The text of all "points of order" and "appeals", along with the reason given by the mayor or mayor pro tem for the ruling of them;
    - (3) The results of the vote, both as whether the motion was "adopted" or "lost" and as the way each councilmember voted.
  - (k) The council and the city attorney shall determine who may or may not attend executive sessions.
  - (l) In all matters before the council, including a vote to hire or to terminate a city manager, the mayor may only vote in the event of a tie owing to one or more absences and/or vacancies and/or abstentions.
    - (1) The term "full city council" means the five city council members who may vote.
    - (2) Any matter requiring "a majority vote of the full city council" means such matter requires a vote of three members of the council in favor of said matter.
    - (3) No supermajority, of four votes out of five on the city council permitted to vote, in favor of hiring or terminating a city manager, is allowed by the Charter or is required.
- (Ord. No. 2015-7-01, 9-1-15; Ord. No. 2019-08-01, §§ 1—4, 9-17-19; Ord. No. 2019-12-03, 1-7-20)

Sec. 23-22. - Order of business.

The order of business for city council meetings ("meetings") is listed below, and all items shall be listed on all regular or special meeting agendas, even if not needed for a given meeting.

CITY OF ALPINE  
REGULAR CITY COUNCIL MEETING  
ANY DATE, 5:30 P.M.

Notice is hereby given that the City Council of the City of Alpine, Texas will hold a meeting at 5:30 P.M. on any date in the City Council Chambers at 803 West Holland and via Zoom Conference, in the City of Alpine, Texas. Meeting login details may be found at [www.cityofalpine.com](http://www.cityofalpine.com) for the purpose of considering the attached agenda. This notice is posted pursuant to the Texas Open Meetings Act (~~V.T.C.A., the Government Code~~ § Section 551.043, Texas Government Code).

~~PUBLIC NOTICE—THE USE OF CELLULAR PHONES AND SOUND ACTIVATED PAGERS ARE PROHIBITED IN THE CITY COUNCIL CHAMBERS DURING MEETINGS OF THE CITY COUNCIL.~~

Members of the Audience will be provided an opportunity to address the Council on any agenda item after determination of quorum and proof of notice of the meeting. Zoom meeting guidelines and procedures may be found on the city website. Remarks will be limited to a total of 3 minutes per person. Please speak into the microphone located at the podium and state your name and address for in person attendance. When addressing the Council, please introduce yourself by first and last name and state aloud the Ward that you reside in or have business interest in. For public comments made by virtual attendance, please email your name and the Ward that you reside in or have business interest in to the meeting moderator at email@ci.alpine.tx.us. If you do not live or own property in the City please state that in your email. If you have a petition or other information pertaining to your subject, please ~~present~~ email it to the City Secretary beforehand at city.secretary@ci.alpine.tx.us. 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 or meeting disruptions. If an individual continues to personally attack an elected official or staff member in a meeting, they may be barred ~~from speaking at future meetings.~~

AGENDA

1. Call to Order, ~~Invocation~~ and Pledge of Allegiance ~~to the Flag.~~
2. Determination of quorum and proof of notice of the meeting.
3. Public Comments (Limited to 3 Minutes ~~for each individual~~ per person).
4. Presentations, Recognitions and Proclamations.
5. Reports:
  - City Mayor's ~~R~~ Report.
  - City Attorney Report
  - City Manager ~~R~~ Report.
  - City Staff Updates.
6. Public hearings.
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 councilmember, 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.



8. Information ~~ef~~ or discussion items.
9. Action items to be accompanied by a brief statement of facts, including where funds are coming from, if applicable. (Action items limited to (up to) 10 per meeting). After being called upon by the Mayor or Mayor Pro Tem, Citizens are required to state their name and the Ward in which they reside. Priority will be given to Citizens of Alpine and those who own businesses or property in the City. Individuals who do not live in or own businesses or property in the city limits of Alpine will be allowed to speak if there is time available.
10. Council members, comments and answers.
11. Executive session.
12. Action—Executive session.
13. Adjournment.

(Ord. No. 2015-7-01, 9-1-15; Ord. No. 2019-12-03, 1-7-20)

2. Discuss, consider, and take appropriate action on the second and final reading of one animal permit for 4 horses and 10 steers. Horses and steers will be located at 1909 W. Mosley Loop, Alpine, Texas, 79830 (C. Rodriguez, City Council)

CITY OF ALPINE, TEXAS  
ANIMAL PERMIT

DATE 5/17/71 NUMBER \_\_\_\_\_

NAME Justin Claiborne

ADDRESS 2600 E. 90 Alpine TX 79430

TELEPHONE NUMBER 325-423-0425

TYPE OF ANIMAL 4 horses / 10 Steers

NAME OF ANIMAL N/A

LOCATION OF ANIMAL 1909 <sup>W</sup> Mosley <sup>Loop</sup> Lane Alpine, TX 79320

HORSE OR GOAT PERMIT  
AREA OF PEN 308, 404, 2 1/2

BIRD PERMIT

NUMBER \_\_\_\_\_

KIND \_\_\_\_\_

TYPE OF ENCLOSURE \_\_\_\_\_

Received from \_\_\_\_\_

Owner

City Official

exas, AC +/-



2 Boundary

308,404.7 sq ft.

with Turner

Map information is confidential and not to be released to the public

*[Handwritten signature]*

659'

240'

Roping  
arena

shop

Bath House 1,600 sq ft

40x40 40x40

stalls

28x40 35x40 35x40  
2,720 sq ft 1,400 sq ft 1,225 sq ft

stalls

61'

306,404.8 sq ft

Entire Property

436'

75'

58'

83'

67'

31'

200'

W. mistle loop

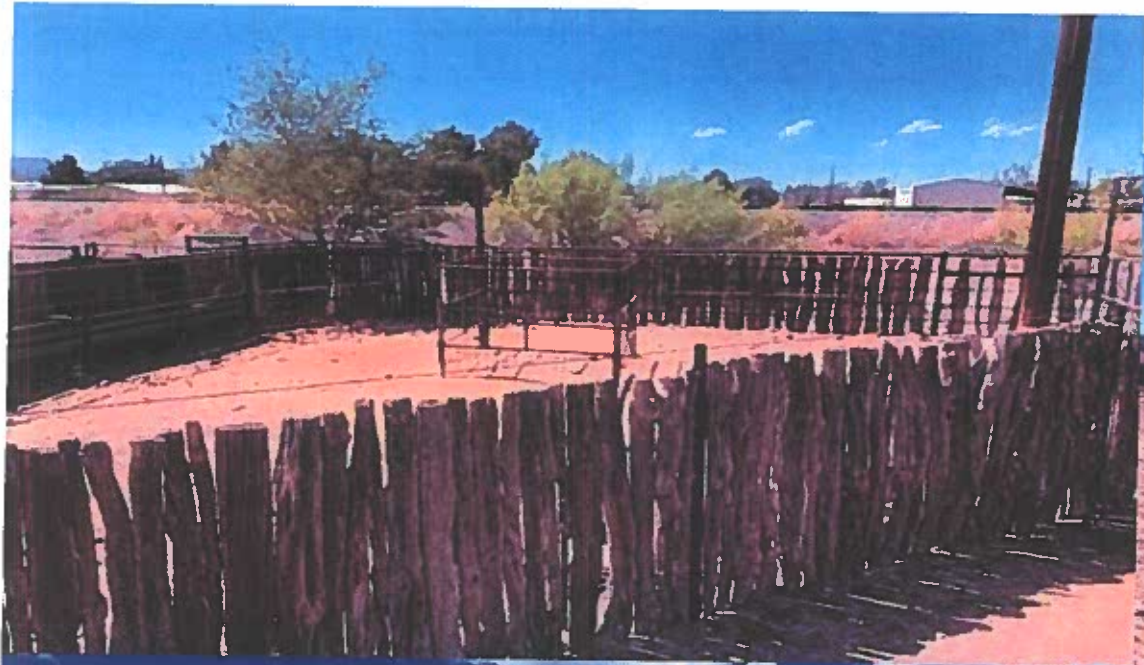
202'

1907 W.  
mistle loop

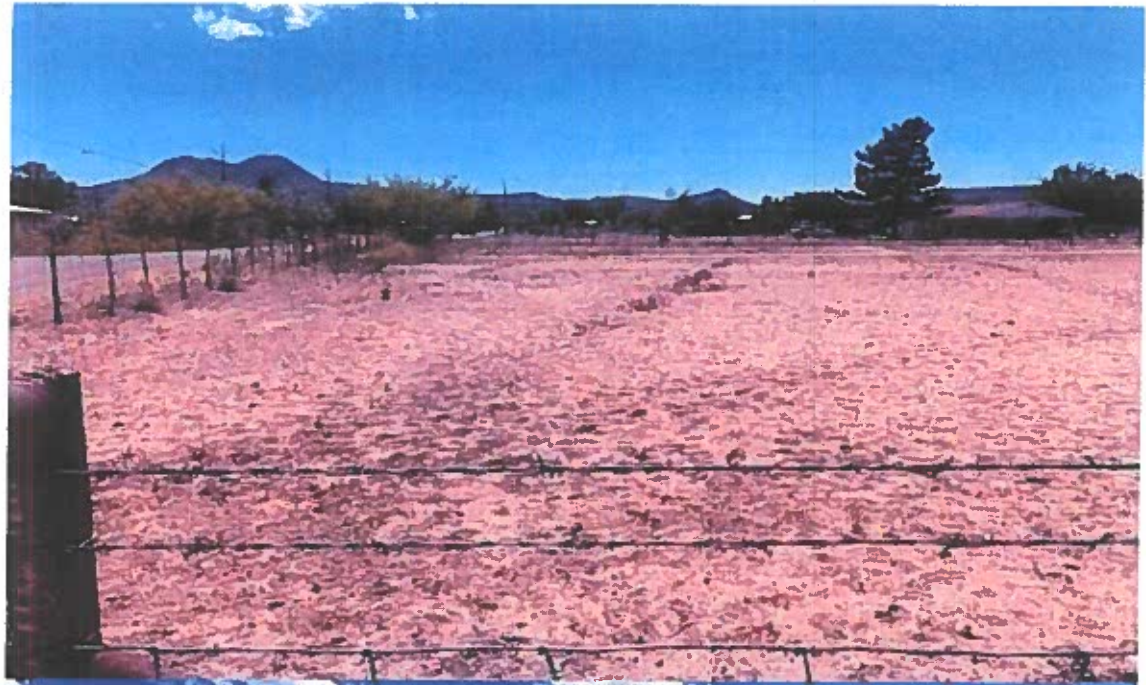
1902  
W. mistle  
loop

457'





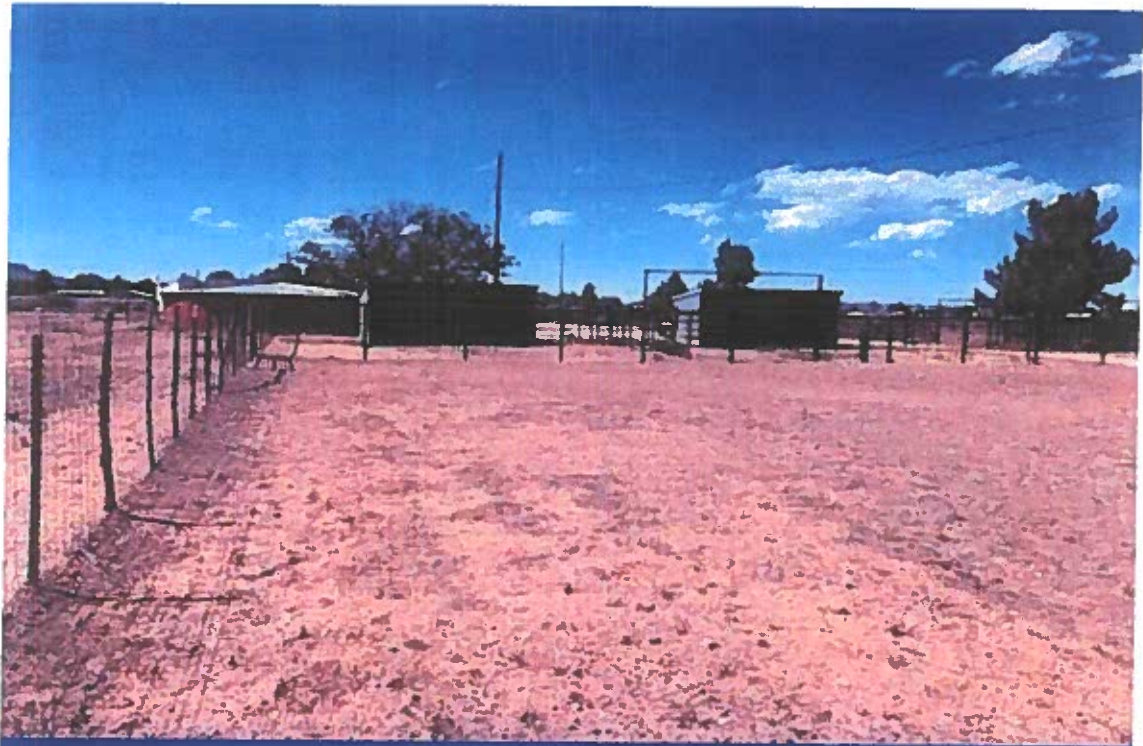


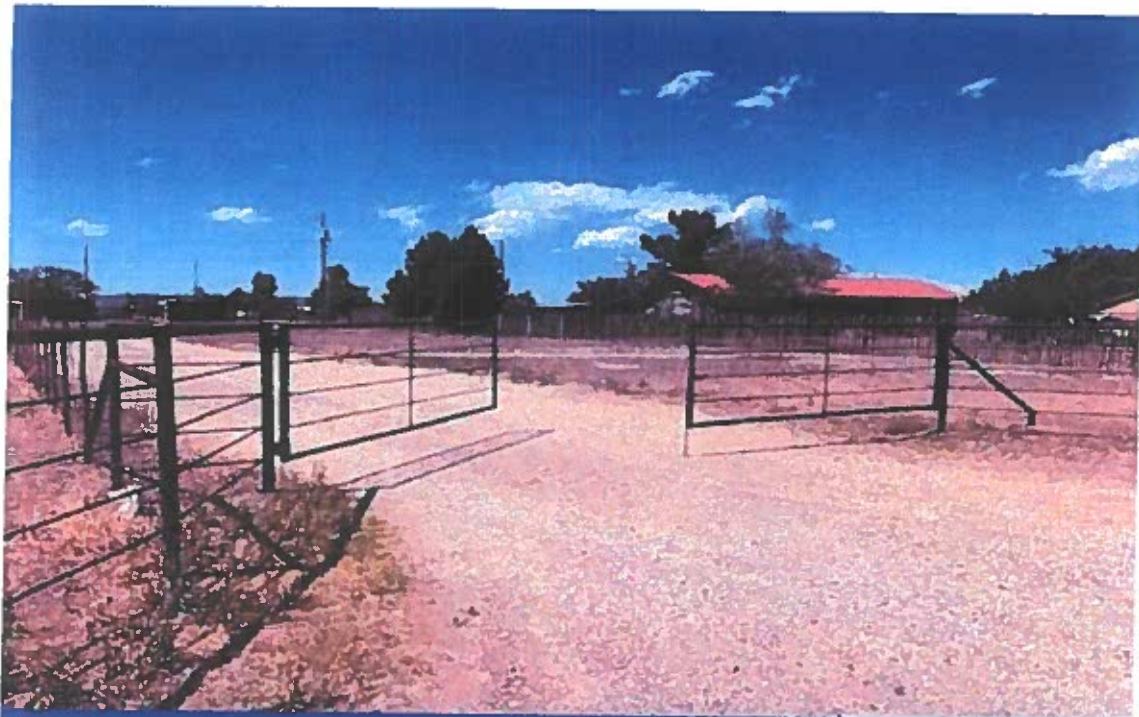










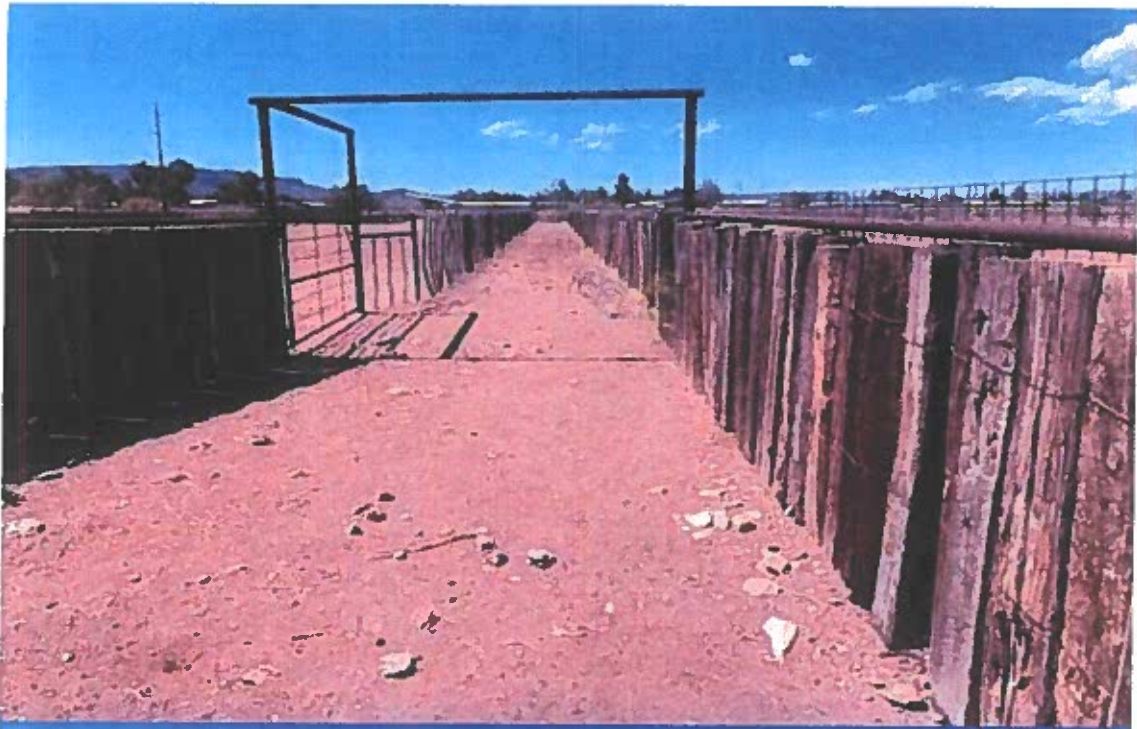






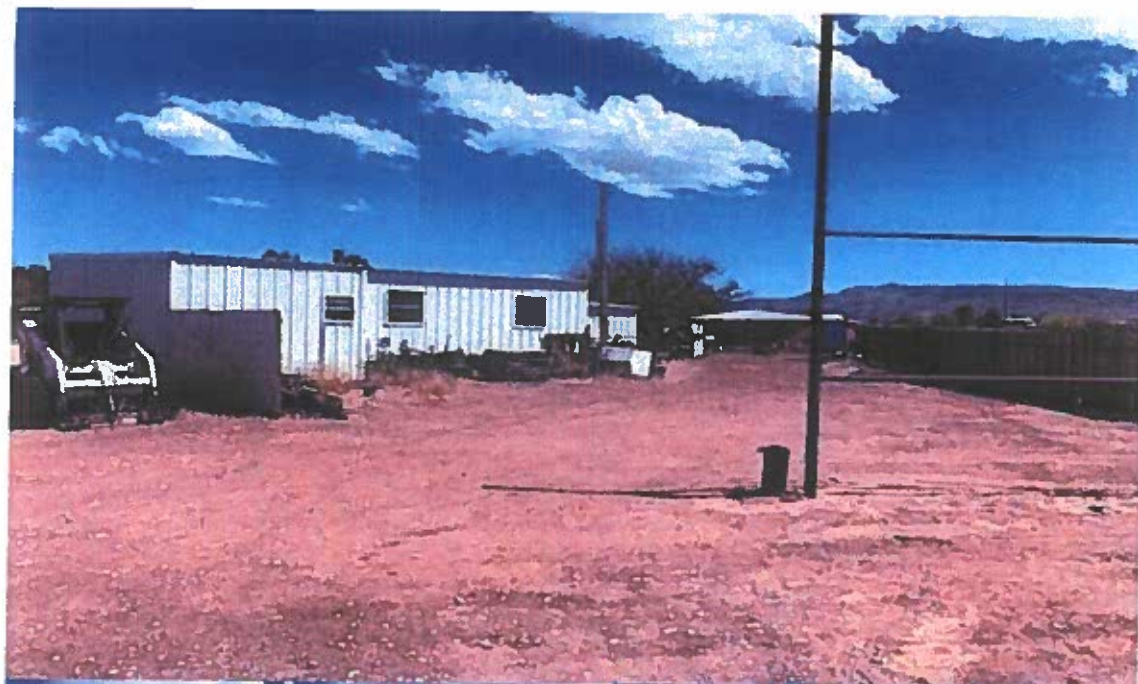


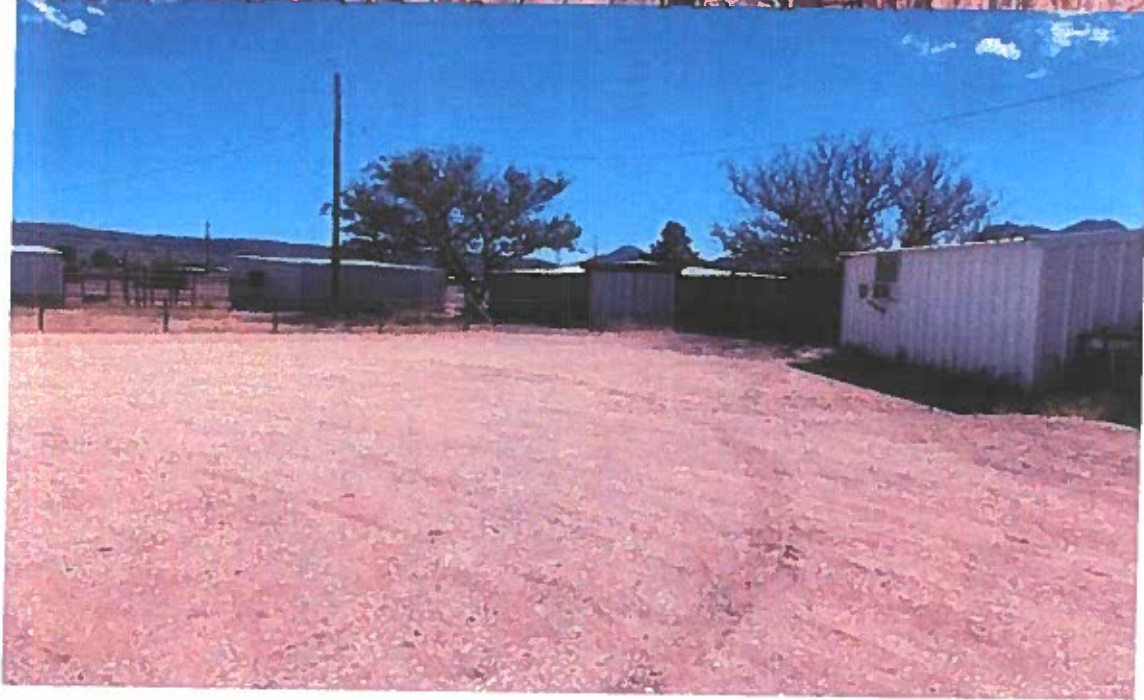
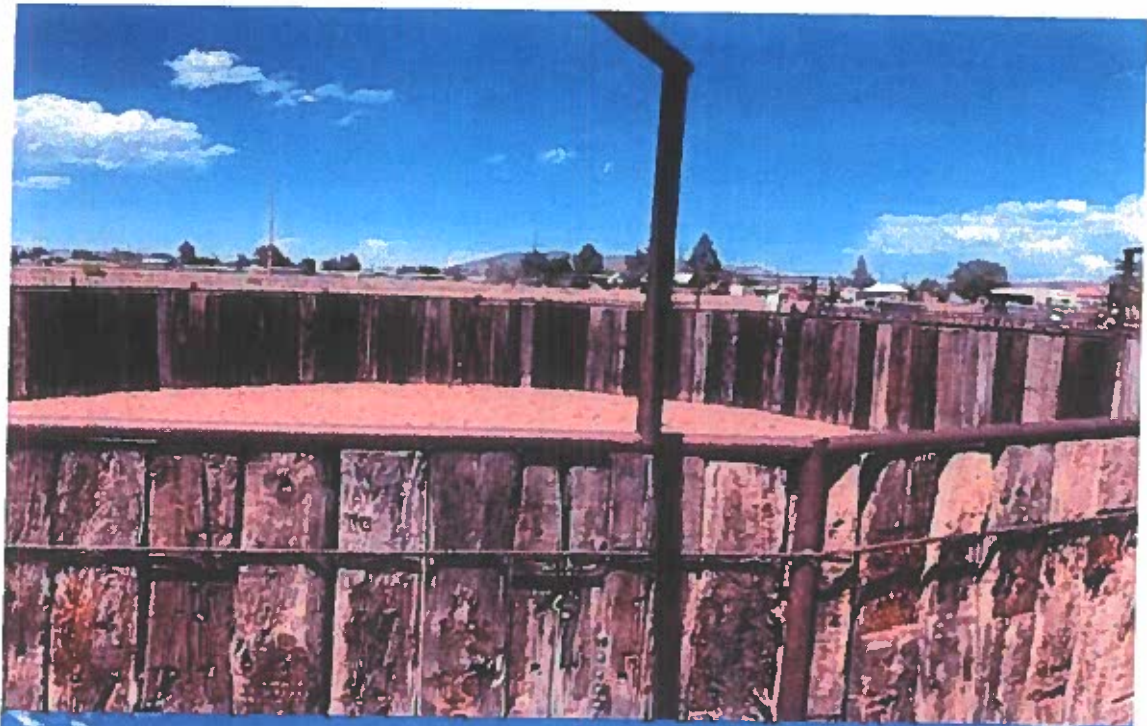














3. Discuss, consider, and take appropriate action to appoint a Mayor Pro Tem (M. Antrim, Interim City Manager)

4. Discuss, consider, and take appropriate action on WTG Gas Contract, including the relocation of City gates (M. Antrim, Interim City Manager)

**GAS SALES CONTRACT**  
**BETWEEN**  
**WTG GAS MARKETING, INC.**  
**“SELLER”**  
**AND**  
**CITY OF ALPINE, TEXAS**  
**“BUYER”**

**GAS SALES CONTRACT**

This CONTRACT, made and entered into effective the 1st day of June, 2021, hereinafter referred to as "Effective Date", by and between **WTG GAS MARKETING, INC.**, a Texas Corporation, hereinafter referred to as "Seller", and the **CITY OF ALPINE, TEXAS**, hereinafter referred to as "Buyer".

## **WITNESSETH**

THAT WHEREAS, Buyer owns and operates a gas distribution system at or near the City of Alpine, located in Brewster County, Texas, and at or near the City of Fort Davis, located in Jeff Davis County, Texas, and adjoining environs, and requires a supply of gas in and for the operation of said Facilities; and WHEREAS, Seller, has a supply of gas which is available for sale to Buyer; and WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller such gas under the terms and conditions hereinafter set forth; Now, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties covenant and agree as follows:

## **ARTICLE I** **DEFINITIONS**

As used herein, the following terms shall be construed to have the following scope and meaning:

1. "Day: shall mean the twenty-four (24) hour period commencing at 9:00 a.m. local time on any calendar day and ending at 9:00 a.m. local time on the following calendar day.
2. "Month" shall mean the period commencing at 9:00 a.m. local time on the first (1<sup>st</sup>) day of a calendar month and ending at 9:00 a.m. local time on the first (1<sup>st</sup>) day of the next succeeding calendar month.
3. "Year" shall mean a period of three hundred sixty-five (365) consecutive days commencing and ending at 9:00 a.m. local time; provided, however, that any such year which contains the date of February 29 shall consist of three hundred sixty-six (366) consecutive days.
4. "Gas" shall mean natural gas, including gas well gas, casinghead gas or the residue gas resulting from processing either casinghead gas or gas well gas.
5. "Cubic foot of gas" shall mean the volume of anhydrous gas contained in one (1) cubic foot of space at a standard pressure of fourteen and seventy-three hundredths (14.73) psia and a standard temperature of sixty (60) degrees Fahrenheit, hereinafter called "F".
6. "Mcf" shall mean one thousand (1,000) cubic feet.
7. "British Thermal Unit", hereinafter called "BTU", shall mean the amount of heat required to raise the temperature of one (1) avoirdupois pound of pure water, hereinafter called "H2O", one (1) degree F from fifty-eight and five-tenths (58.5) degrees F at a constant pressure of fourteen and seventy-three hundredths (14.73) psia.

8. "Gross Heating Value" shall mean the number of Btus produced by the complete combustion, at a constant pressure, of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of sixty (60) degrees F, if saturated with water vapor and at a constant pressure of fourteen and seventy-three hundredths (14.73) psia and under standard gravitational force (acceleration 980.655 centimeters per second) with air of the same temperature and pressure as the gas when the products of combustion are cooled to the initial temperature of the gas and air when the water formed by combustion is condensed to the liquid state. The gross heating value so determined shall be corrected from the conditions of testing to that of the actual condition of the gas as delivered expressed in Btu per cubic foot and reported at a pressure base of fourteen and seventy-three hundredths (14.73) psia; provided, however, if the gas delivered contains seven (7) pounds of water vapor or less per one million (1,000,000) cubic feet, such gas shall be deemed to be anhydrous.
9. "MMBtu" shall mean one million (1,000,000) Btus.
10. "Psi" shall mean pounds per square inch.
11. "Psia" shall mean pounds per square inch, absolute.
12. "Psig" shall mean pounds per square inch, gauge.
13. "MAOP" shall mean maximum allowed operating pressure.
14. "RRC" shall mean Railroad Commission of Texas.
15. "Facilities" shall mean Buyer's natural gas distribution system serving the City of Alpine, Texas, the City of Fort Davis, Texas and adjoining environs, as such system may be enlarged or extended.

## **ARTICLE II**

### **QUANTITY**

1. Subject to the terms and conditions hereof, commencing with the Effective Date and continuing throughout the term hereof, Seller agrees to deliver and sell, and Buyer agrees to accept, purchase and pay for the entire quantity of gas required by Buyer in and for the operation of the Facilities.
2. Buyer shall not resell any gas sold and purchased hereunder except solely in and for the operation of the Facilities.
3. If Seller interrupts, suspends or curtails delivery of gas pursuant to the laws, rules, regulations or orders of any governmental agency, court or authority having jurisdiction, or due to the request of any court, agency, governmental official, or the RRC, such interruption, suspension or curtailment shall be without liability to Seller.

## **ARTICLE III**

## **POINT(S) OF DELIVERY & DELIVERY PRESSURE**

1. The Point(s) of Delivery for gas sold and purchased hereunder shall be at the outlet side of WTG Gas Transmission Company's metering station (City of Alpine, Texas town border station and City of Fort Davis, Texas), which is the existing measuring facilities located at Buyer's Facilities in Brewster County and Jeff Davis County, Texas. Title to all gas sold and delivered hereunder shall pass from Seller to Buyer at the Point(s) of Delivery.
2. The measuring and related facilities at the Point(s) of Delivery, that are existing and connected to Seller's, or Seller's designee's, system, shall be owned, maintained and operated by Seller, or Seller's designee.
3. The parties hereto, or their respective designee, shall at all reasonable times have access to the premises of each other insofar as such premises are directly connected with any matter or thing covered hereby, for inspection, operation, installation, removal, repair and testing of equipment, but the operation of measuring equipment and changing of charts shall be done only by the employees or agents of Seller or Seller's designee.
4. Buyer may, at its option, install check measurement equipment for checking Seller's, or its designee's, metering facilities at the Point(s) of Delivery, same to be so installed as not to interfere with the operation of Seller's or Seller's designee's, metering facilities at such Point(s) of Delivery.
5. The Pressure at which Seller, or Seller's designee, shall deliver gas hereunder at the Point(s) of Delivery shall be as may be necessary to enter Buyer's Facilities but not in excess of the pressure Seller, or its designee, may have existing and available from time to time in Seller's or Seller's designee's, pipeline at the Point(s) of Delivery.

## **ARTICLE IV MEASUREMENT**

For purposes of billing hereunder, Buyer and Seller agree to rely upon the information submitted by WTG Gas Transmission Company as to the quantity of gas measured at the Delivery Point, provided that accepted industry standards relating to gas measurement are adhered to.

## **ARTICLE V QUALITY**

All gas tendered for sale under this Contract shall meet the quality specifications of WTG Gas Transmission Company. All specifications, definitions, and terms of WTG Gas Transmission Company relating to the delivery of gas are incorporated herein by reference. If the gas fails to meet said standards of quality, then either party may suspend delivery immediately as its sole remedy, and shall provide written notice for such suspension to the other party as soon as practicable. Seller shall not be obligated to odorize the gas and Buyer shall hold Seller harmless from any and all claims, losses, damages and expense associated with adverse claims arising from the odorization or failure to odorize the gas delivered hereunder.

## **ARTICLE VI**

### **PRICE**

Commencing on the Effective Date, Buyer shall pay Seller for volumes delivered by Seller hereunder under the terms and conditions and at a price per MMBtu as set forth on Exhibit "A" attached hereto.

## **ARTICLE VII**

### **INVOICING, PAYMENT, INTEREST & AUDIT**

1. **Invoicing** – On or before the twentieth (20<sup>th</sup>) day of each calendar month, Seller shall mail unto Buyer at Buyer's address, as reflected in Article XVI hereof, an invoice reflecting the quantity of gas sold and purchased during the preceding calendar month at the price as defined in Article VI.
2. **Payment** – On or before fifteen days after receipt of such invoice from Seller, Buyer shall pay to Seller, the amount due pursuant to this Contract for deliveries during the preceding calendar month. The remittance address for Seller shall be such address as reflected on Seller's invoice from time to time.
3. **Interest** – If Buyer shall fail to pay any amount due, then interest thereon shall accrue at the rate equal to two (2) percentage points above the prime interest rate posted by the Well Fargo Bank – Texas, NA, from time to time, so long as such rate does not exceed the then legal usury rate, from the date due until the date of actual payment; provided, however, that if presentation of the invoice by Seller is delayed after the twentieth (20<sup>th</sup>) day of the month, then the time of payment shall be extended accordingly, unless Buyer is responsible for said delay. If Buyer shall fail to pay any amount due to Seller hereunder when the same is due and should said failure continue for twenty (20) days, Seller may, by giving Buyer seven (7) days written notice, suspend deliveries of gas hereunder and said suspension shall be in addition to any and all other remedies available hereunder; provided, however, if such overdue payment is received by Seller within such seven (7) day period, suspension of deliveries of gas will not be invoked.
4. **Adjustment of Errors** – In the event an error is discovered in any statement or payment hereunder, such error shall be adjusted within sixty (60) days of the determination thereof; provided, however, that the claim therefor shall have been made within two (2) years from the date of such statement or payment.
5. **Audit** – Each party hereto shall have, at its expense, the right at all reasonable times, to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement, charge, computation or demand made under or pursuant to this Contract. Each party agrees to keep records and books of account in accordance with generally accepted accounting principles and practices in the industry. Any statement shall be final as to both parties unless questioned within two (2) years after the date of the statement.

## **ARTICLE VIII**

### **TERM**

1. This Contract shall become effective on the Effective Date hereof and shall continue in full force and effect for an initial period ending May 31, 2031. This Contract shall

continue year to year thereafter with written notice of termination to the other which shall be received at least sixty (60) days prior to the expiration date of the initial term or any automatic extensions.

2. This Contract may otherwise terminate as provided in Paragraph 2. Of Article XV hereof.

#### **ARTICLE IX** **FORCE MAJEURE & LIABILITY**

1. Seller and Buyer, as to each other, each assumes full responsibility and liability for the maintenance and operation of their, or their designee's, respective properties, if any, and shall save harmless the other party from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party, or its designee.
2. Seller shall not be liable to Buyer for its failure to deliver gas, and Buyer shall not be liable to Seller for its failure to receive gas, when such failure on the part of either party shall be due to accident to or breakage of Seller's, or Seller's designee's, or Buyer's pipelines, machinery or equipment, or if caused by fire, floods, storms, weather conditions, strikes, riots, legal interference, failure of gas supply, interruption of transportation service, acts of God or public enemy, shutdowns for necessary repairs and maintenance, or without limitation by enumeration, any other cause beyond the reasonable control of the party failing to deliver or receive gas, as the case may be, provided such party shall promptly and diligently take such action as may be necessary and practicable under the then existing circumstances to remove the cause of failure and resume the delivery or receipt of gas, as the case may be.

#### **ARTICLE X** **NON-WAIVER OF FUTURE DEFAULT**

No waiver by either Seller or Buyer of any one or more defaults by the other in performance of any of the provisions of this Contract shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.

#### **ARTICLE XI** **SUCCESSORS AND ASSIGNS**

Any party which shall succeed Seller by purchase, merger, consolidation or other business requirement to the properties and obligations, substantially as an entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. No assignment of this Contract by Buyer or Seller, or any of the rights or obligations thereunder, shall be made unless there first shall have been obtained the consent thereto of the other, which consent shall not be unreasonably withheld. Seller or Buyer may pledge or assign their respective right, title and interest in and to and under this Contract to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities without the necessity of any such trustee or trustees becoming in any respect obligated to perform the obligations of the



assignor under this Contract and if any such trustee be a corporation, without it being required to qualify to do business in any State in which performance of this Contract may occur.

## **ARTICLE XII** **WARRANTY OF TITLE**

Seller warrants the title to all gas delivered by Seller hereunder and agrees to indemnify Buyer from all suits, actions, debts, accounts, damages and losses arising from or out of adverse claims by any and all persons to said gas or to royalties, or to any charges against said gas.

## **ARTICLE XIII** **RESPONSIBILITY**

1. Seller shall be in control and/or possession of the gas sold hereunder and responsible for any damage or injury caused thereby until the same shall have been delivered to Buyer at the Point(s) of Delivery.
2. Buyer shall be in control and possession of the gas purchased hereunder and responsible for any damage or injury caused thereby after the same shall have been received by Buyer at the Point(s) of Delivery.

## **ARTICLE XIV** **TAXES**

Buyer shall provide Seller with the applicable state tax exemption certificate regarding purchases hereunder, if applicable, and shall be liable for payment of all sales and use, excise, gross receipts or other transaction taxes, or taxes based upon heat content, including any applicable penalties and/or interest (regardless of when, how, or against which party such tax, penalty and/or interest is imposed) by any federal, state, or local government or instrumentality thereof, upon the sale, transfer, or delivery of all gas sold, transferred, or delivered by Seller pursuant to this Contract, or upon the Buyer's purchase, possession, storage, use, or consumption thereof. This provision shall survive termination of this Contract.

## **ARTICLE XV** **REGULATORY BODIES**

1. This Contract is subject to all valid orders, rules and regulations of any State, Federal or other regulatory body having jurisdiction over the purchase, sale or use of the gas sold hereunder and the parties agree to comply with such orders, rules and regulations. Should either of the parties, by law or regulation, be ordered or required to do any act inconsistent with the provisions of this Contract, this Contract shall be deemed to be modified to conform with such law or regulation.
2. Notwithstanding anything to the contrary contained herein, if at any time during the term hereof, any State, Federal or other regulatory body having jurisdiction shall take any action which is designed or otherwise subjects this Contract, or the transportation agreement(s) required to deliver gas hereunder, to any greater or different regulation or jurisdiction than that existing on the Effective Date (or

thereafter as such regulation or jurisdiction may have change and been accepted by Seller), then upon verbal notice given to Buyer, Seller may cancel and terminate this Contract on the effective date of such governmental action.

3. Each of the parties understands that should the RRC, or other governmental regulatory body, require approval of, or that certain actions be taken for the approval of, the sale, purchase or transportation of gas under this Contract, presently or in the future, then each of the parties will make any necessary applications or filings, will take other necessary actions, and will submit any records or data to the regulatory body so that requisite regulatory authorization may be obtained or granted. In the event that such authority is not obtained or granted, then the parties understand that their mutual obligations under this Contract as expressed hereinafter will have no force or effect as to the sale and purchase of gas and there will be no liability on the part of either of the parties.

#### **ARTICLE XVI** **NOTICES**

Any notice or request provided for in this Contract shall be mailed or delivered to the party to whom given at such party's address as follows:

**BUYER:**

City of Alpine, Texas  
100 N. 13<sup>th</sup> Street  
Alpine, Texas 79830  
Telephone: (432) 837-3301  
Facsimile: (432)

**SELLER:**

WTG Gas Marketing, Inc.  
211 North Colorado  
Midland, Texas 79701  
Telephone: (432) 682-6311  
Facsimile: (432) 682-4024

Or at such other address as such party shall from time to time designate as the address for such purpose, by letter addressed to the other party. The mailing of notice by first-class mail shall constitute service of notice hereunder.

#### **ARTICLE XVII** **MISCELLANEOUS**

1. This Contract constitutes the entire understanding of the parties relating to the sale and purchase of gas hereunder and there shall be no modification or waiver hereof except by writing, signed by the party claimed to be bound thereby.
2. The descriptive heading of the provisions of this Contract are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such provision.
3. This Contract shall be construed and governed by the laws of the state of Texas, with venue fixed in Midland County, Texas.
4. This Contract shall terminate and supersede any prior Contracts made between Seller and Buyer.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in multiple counterparts by their respective personnel thereunto duly authorized, as of the Effective Date.

BUYER:

**CITY OF ALPINE, TEXAS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

**WTG GAS MARKETING, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

To the Gas Sales Contract  
Dated  
February 22, 2012  
by and between

**WTG GAS MARKETING, INC.  
And  
CITY OF ALPINE, TEXAS**

This Nomination Notice sets out the agreement of the parties for the purchase and sale of natural gas pursuant to that certain Gas Sales Contract between the parties, as stated above, and become a part of and subject to the terms and conditions of such Contract.

TERM OF DELIVERY: Beginning June 1, 2021 through May 31, 2031

MONTHLY  
BASE LOAD  
QUANTITY  
Buyer's Requirements

PRICE TO BUYER AT DELIVERY POINT  
Equal to 103% of the higher of the first of the month West Texas – Waha, or El Paso – Permian index price as published in "Inside FERC's – Gas Market Report, plus \$1.10 per MMBtu.

If at any time during the term of this Contract the transportation and fuel charges assessed by third party pipelines to Seller increase or decrease, the price payable by Buyer to Seller shall be adjusted accordingly. Should Seller incur any non-normal transportation penalties or fees due to an event of Force Majeure, those penalties or fees will be the responsibility of Buyer.

Effective Date of this Exhibit A:

June 1, 2021

Supersedes Exhibit A Effective:

This an original Exhibit A

**WTG GAS MARKETING, INC.**

**CITY OF ALPINE, TEXAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

5. Discuss, consider, and take appropriate action to approve Resolution 2021-06-06 regarding WTG gas rates (M. Antrim, Interim City Manager)

STATE OF TEXAS

COUNTY OF BREWSTER

CITY OF ALPINE

**RESOLUTION 2020-06-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS ENTERING INTO AN AGREEMENT WITH WEST TEXAS GAS (WTG) FOR THE TIMEFRAME OF JUNE 2021 TO JUNE 2024 FOR THE PURCHASE OF GAS AT A PRICE OF \$ \_\_\_\_ PER MMBtu.**

**WHEREAS**, the City of Alpine entered a twelve (12) month price agreement with West Texas Gas (WTG) for natural gas beginning June 2020 to June 2021; and

**WHEREAS**, the City of Alpine sought to establish a competitive pricing strategy for the procurement of natural gas; and

**WHEREAS**, the City Council of the City of Alpine elects to enter into an additional agreement with WTG for the timeframe of June 2021 to June 2024; and

**WHEREAS**, the agreed upon timeframe of 36 months for the purchase of natural gas at the price of \$ \_\_\_\_ per MMBtu is accepted by the City Council of the City of Alpine.

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

The agreement between the City of Alpine and West Texas Gas for the timeframe of 36 months for the purchase of natural gas at the price of \$ \_\_\_\_ MMBtu is hereby approved and accepted.

**PASSED AND APPROVED THIS THE 1<sup>st</sup> DAY OF JUNE 2021 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**ATTEST:**

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Andres "Andy" Ramos, Mayor

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Geoffrey R. Calderon, Interim City Secretary

6. Discuss, consider, and take appropriate action to appoint Interim City Attorney (M. Antrim, Interim City Manager)

**Qualifications**

**Education:** Juris Doctorate Degree is required.

**License and certification requirements:** A valid Texas State Driver's License is required. Must be a member of the Texas State Bar Association, license to practice law in the state of Texas, able to be licensed to practice in Federal Court and remain active with all Texas Bar annual requirements or reasonable expectation of obtaining in acceptable transition period.

**City Attorney:**

- Reviews documents and provides legal opinions and advice; makes appropriate decisions based on knowledge of state and federal laws, City policies and legal standards; assures the legality of City operations.
- Represents the City in a variety of legal and administrative proceedings; provides legal advice and interprets state laws and City ordinances; manages case preparation and prosecution of City code violations.
- Drafts pleadings, motions, correspondence, and legal memoranda on motions, trials and appeals; advises victims and witnesses of trial and appearance dates and legal requirements.
- Coordinates with local law enforcement organizations, City departments and outside agencies.
- Researches, Composes, reviews and approves contracts, resolutions, ordinances, public communications and a wide variety of legal documents for City staff and the City Attorney's Office (CAO).
- Manages assigned CAO functions, including professional civil legal work, legal counsel and education, technical and legal documents, legislative assistance, and representation before courts, boards and administrative hearings; protects the legal rights of the City and reduces liability risk.
- Prepares documents and assists CAO legal staff with litigation, negotiations, settlements, prosecutions and other municipal legal proceedings; conducts factual and legal analysis to determine whether legal issues should be prosecuted or defended, based on the facts of law and evidence; assists with settlement of cases.
- Monitors changes in state and federal regulations, standards and legislation governing municipalities; assists City departments to develop revised policies to meet compliance requirements for new legislation.
- Supports the departmental operations with regular and timely attendance.
- Supports the relationship between the City of Alpine and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

**Knowledge of:**

- State of Texas criminal and civil statutes, rules, administrative orders, policies and procedures and applicable Federal rules and regulations.
- Texas judicial procedures and rules of evidence.
- Municipal government functions, political environments, and confidentiality standards.
- Principles and protocols for the evidentiary gathering of information, documents, financial records and other data that may be used in court and legal hearings.
- Texas court protocols and practices, law enforcement agency procedures.
- Principles and practices of legal, ethical and professional rules of conduct.
- Legal case management procedures, ethics and techniques.



**Must have or acquire knowledge of:**

- Legal precedents and court decisions impacting municipal government.
- Current political and economic trends in municipal, state and federal government.
- Local community issues and regional community resources available to citizens.
- Legal precedents and court decisions impacting municipal government.
- Current political and economic trends in municipal, state and federal government.
- Local community issues and regional community resources available to citizens.

**Skill in:**

- Analyzing complex legal administrative issues, interpreting laws and regulations, evaluating alternatives and developing recommendations, strategies and operational improvements.
- Interpreting and applying criminal and civil laws to information, evidence and other data compiled.
- Reviewing and assessing legal issues and documents.
- Working independently, maintaining composure and discretion and working effectively in a high-pressure environment with changing priorities.
- Prioritizing and completing assignments with minimum supervision.
- Explaining federal and state rules and regulations and City policies and procedures while exercising the highest degree of confidentiality.
- Reviewing and maintaining records, compiling technical information, and managing official records.
- Assessing and prioritizing multiple tasks, projects and demands.
- Establishing and maintaining cooperative working relationships and open communications with City employees, law enforcement agencies, court and justice system representatives and advocate groups.
- Operating a personal computer utilizing a variety of business and specialized software.
- Communicating effectively verbally and in writing.
- Other duties as assigned.

**Prosecutor:**

- Acts as City Prosecutor in misdemeanor prosecutions; appears in Municipal Court for all court calendars, and represents the City against individuals charged with misdemeanor offenses; conducts negotiations with opposing counsel within designated scope of authority; prepares and presents cases for Municipal Courts.
- Prepares pleadings and plea offers on all misdemeanor cases occurring within the City; brings misdemeanor cases before the court, and argues facts of the case in relation to points of law, case law and legal precedent assures that cases are resolved within City Attorney Office policy guidelines.
- Reviews police reports, criminal complaints and citations for legal significance; evaluates charges, validates documentation and gathers facts and data; conducts factual and legal analysis to determine whether charges should be filed or dismissed; develops strategy in preparation for presentation of Municipal Court Cases for prosecution.
- Drafts pleadings, motions, correspondence and legal memoranda on motions, trials and appeals; advises victims and witnesses of trial and appearance dates and legal requirements.
- Brings misdemeanor cases before the court, and argues facts of the case in relation to points of law, case law and legal precedent.

- Represents the City in a variety of legal and administrative proceedings; provides legal advice and interprets state laws and City ordinances; manages case preparation and prosecution of City code violations.
- Reviews police reports, criminal complaints, and citations for legal significance; evaluates charges, validates documentation, and gathers facts and data; conducts factual and legal analysis to determine whether charges should be filed or dismissed; develops strategy in preparation for presentation of Municipal Court cases for prosecution.
- Coordinates with local law enforcement organizations, City departments and outside agencies.

**Knowledge of:**

- State of Texas criminal and civil statutes, rules, administrative orders, policies and procedures and applicable Federal rules and regulations.
- Texas judicial procedures and rules of evidence.
- Legal precedents and court decisions impacting municipal government.
- Municipal government functions, political environments, and confidentiality standards.
- Principles and protocols for the evidentiary gathering of information, documents, financial records and other data that may be used in court and legal hearings.
- Texas court protocols and practices, law enforcement agency procedures.
- Principles and practices of legal, ethical and professional rules of conduct.
- Legal case management procedures, ethics and techniques.

**Must have or acquire knowledge of:**

- Legal precedents and court decisions impacting municipal government.
- Current political and economic trends in municipal, state and federal government.
- Local community issues and regional community resources available to citizens.

**Skill in:**

- Interpreting and applying criminal and civil laws to information, evidence and other data compiled.
- Prosecuting cases in a courtroom, presenting legal arguments and mediating legal issues.
- Using effective interrogative procedures, and recognizing suspicious and deceitful behavior patterns.
- Reviewing and assessing legal issues and documents.
- Working independently, maintaining composure and discretion and working effectively in a high-pressure environment with changing priorities.
- Prioritizing and completing assignments with minimum supervision.
- Explaining federal and state rules and regulations and City policies and procedures while exercising the highest degree of confidentiality.
- Reviewing and maintaining records, compiling technical information, and managing official records.
- Assessing and prioritizing multiple tasks, projects and demands.
- Establishing and maintaining cooperative working relationships and open communications with City employees, law enforcement agencies, court and justice system representatives and advocate groups.
- Operating a personal computer utilizing a variety of business and specialized software.
- Communicating effectively verbally and in writing.
- Other duties as assigned.

**Other Job Characteristics**

- Lift and carry items up to 50 pounds.
- Occasionally work flexible hours, weekends, holidays, extended hours.
- Occasional exposure to irate members of the public.
- Operation of a motor vehicle through City traffic.
- Other duties as assigned.

*Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.*

**ACKNOWLEDGEMENT**

As evidenced by my signature below, I have read my job description and have fully understood my duties and responsibilities related to my employment with the City of Alpine. I also acknowledge that I am qualified to perform these duties and, with or without reasonable accommodation, can perform the essential functions of this position as described. Further, I understand that if, at any time, I am unclear as to what my job duties and responsibilities are, or what is expected of me, I will notify management immediately to interpret these duties and expectations.

---

Signature & Date

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Printed Name

7. Discuss, consider, and take appropriate action to authorize the Interim City Manager to advertise for the position of City Manager, City Secretary, City Attorney, and Director of Utilities (M. Antrim, Interim City Manager)

# City Manager

**Department:** Admin

Compensation Negotiated

**Division:** All

**Supervisor:** City Council

**Salary:** N/A

**Status:** Contract

**Education and Experience:** A Bachelor's in Business, Political Science or related field required. A Master's in Public Administration preferred. Additional experience and education requirements determined by the City Council.

**Licenses and Certificates:** Class C Texas Driver's License required. Additional licenses and certifications determined by the City Council.

## General Purpose

The City Manager is the Chief Administrative Officer for the city, providing executive leadership and representation on all matters concerning city government. The duties and responsibilities of the City Manager are determined by the City Council in compliance with the City Charter and state statutes. Responsible for planning, directing, managing, and reviewing all activities and operations of the city; coordinates programs, services, and activities among city departments and outside agencies; ensures the financial integrity of the municipal organization; represents the city's interests; provides highly responsible and complex policy advice and administrative support to the Mayor and City Council.

## Typical Duties

- Comprehensive analyses of a wide range of municipal policies; prepare policy and procedural proposals for review and adoption by the City Council.
- Attend all City Council meetings and workshops.
- Oversee the preparation of meeting agendas and supporting materials; present recommendations to council; and respond to questions and direction from City Council.
- Direct/Oversee/Monitor the development and administration of the City's budget; directs the forecast of funds needed for staffing, equipment, materials, and supplies; controls expenditures; and keeps the City Council fully informed on matters related to the financial condition of the city.
- Authorize and oversee the administration of grant proposals ensuring all requirements for funding and operations can be met within City policies.
- Execute deeds, deeds of trust, easements, releases, contracts and other instruments binding the City to financial obligations.
- Responds to and resolves sensitive inquiries and complaints from both internal and external sources.
- Responsible for the full range of supervisory activities including selection, training, evaluation, counseling, and termination.
- Develop and maintain positive working relations with other local governments and state/federal agencies.
- Develop and implement capital improvement and strategic plans for a wide range of municipal activities.
- Research, analyze, and make recommendations for cost effective improvements in City operations.

# **City Manager**

**Department: Admin**

**Compensation Negotiated**

**Division: All**

**Supervisor: City Council**

**Salary: N/A**

**Status: Contract**

- Work with department heads to design, evaluate and administer departmental programs and services.
- Member of Emergency Management Team required to remain within the City in the event of disaster or Act of God.
- Assists with city functions and performs other duties as required or necessary.

## **Knowledge, Skills, and Abilities**

- Knowledge of modern and highly complex principles and practices of municipal administration and organization in order to effectively formulate and implement strategic planning initiatives.
- Knowledge of principles and practices of municipal finance, budget preparation, and administration.
- Knowledge of current social, political, and economic trends and operating problems of municipal government.
- Knowledge of organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Ability to identify and respond to the public and City Council issues and concerns.
- Ability to analyze problems, provide alternatives, identify solutions in support of established goals, project consequences of proposed actions, and implement recommendations.
- Application of good knowledge of city, state, or federal regulations and City ordinances, rules, regulations and standards.
- Ability to interpret and apply Federal, State, and local policy, procedure, law, and regulation.
- Application of good knowledge of research methods.
- Proven experience in developing and leading teams of people to accomplish City tasks, setting goals and objectives, work organization, delegation and employee supervision.
- Knowledge of municipal bonds (general obligation, certificates of obligation, and revenue, ect.).
- Knowledge of local government purchasing laws and practices.
- Ability to work with and coordinate between multiple agency and different governmental structures to meet goals and objectives.
- Ability to read, analyze, and interpret reports and documents
- Application of good knowledge of City Charter and Ordinances.
- Knowledge of document retention and records management; knowledge of secretarial and administrative practices.
- Application of good knowledge of rules and regulations of the Texas Open Records Law.
- Application of good knowledge of rules and regulations of the Texas Open Meeting Law.
- Principles, practices, methods and techniques of official record maintenance and retention.
- Principles and practices of recording and filing city financial records.
- Execute oral and written instructions.
- Prepare clear, concise oral and written communication.
- Ability to establish and maintain cooperative working relationships with City Council, government officials, community groups, and the general public and media representatives.
- Skill in resolving problems or situations requiring the exercise of good judgment.

## **Other Job Characteristics**

- Exposure to irate members of the public.

# City Manager

Department: Admin

Compensation Negotiated

Division: All

Supervisor: City Council

Salary: N/A

Status: Contract

- Requires flexible time management.
- Regular travel for training.
- Operation of a motor vehicle through City traffic.

*Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.*

## ACKNOWLEDGEMENT

As evidenced by my signature below, I have read my job description and have fully understood my duties and responsibilities related to my employment with the City of Alpine. I also acknowledge that I am qualified to perform these duties and, with or without reasonable accommodation, can perform the essential functions of this position as described. Further, I understand that if, at any time, I am unclear as to what my job duties and responsibilities are, or what is expected of me, I will notify management immediately to interpret these duties and expectations.

---

Employee Signature & Date

---

Employee's Printed Name

# City Secretary

**Department: Administration**

**Division: Administration**

**Supervisor: City Manager**

**Salary: Exempt**

**Status: Full-Time**

\$43,680.00 - \$66,560.00 Annually

\$3,640.00 - \$5,546.00 Monthly

\$21.00 - \$32.00 Hourly

**Education and Experience:** High School Graduate or GED equivalent required. Five (5) years of progressively responsible administrative secretary experience preferably in the public sector.

**Licenses and Certificates:** This position requires a Texas Class "C" Driver's License. City Secretary Certification by the Texas Municipal Clerks Certification Program or obtained within a maximum of four (4) years of employment. Notary Public Certification or obtained within six (6) months of employment.

## **General Purpose**

### **City Charter Section 4.03 City Secretary:**

**(A)** The Council shall appoint a City Secretary who shall report administratively to the City Manager, but may be removed from office only with the consent of the Council.

Working under minimal supervision the City Secretary provides highly responsible and complex administrative support; performing duties as custodian of official records for City, attend and record proceedings of official meeting of the City Council, conduct City elections and to coordinate the City's record management program.

### **Typical Duties (Local Government Code Sec. 22.073)**

- The secretary of the municipality shall attend each meeting of the governing body of the municipality and shall keep, in a record provided for that purpose, accurate minutes of the governing body's proceedings, including advisory boards.
- Engross and enroll all laws, resolutions, and ordinances of the governing body;
- Keep the corporate seal;
- Take charge of, arrange, and maintain the records of the governing body, serve as the Records Management Officer for all City documents and fulfill request for public information.
- Countersign all commissions issued to municipal officers and all licenses issued by the mayor, and keep a record of those commissions and licenses
- Prepare all notices required under any state regulation or ordinance of the municipality, including preparing and posting agendas for City Council meetings in accordance with State law.
- The secretary shall draw all the warrants on the treasurer, countersign the warrants, and keep, in a record provided for that purpose, an accurate account of the warrants.
- The secretary shall keep a register of bonds and bills issued by the municipality and all evidence of debt due and payable to the municipality, noting the relevant particulars and facts as they occur.
- The secretary shall carefully keep all contracts made by the governing body.
- The secretary shall perform all other duties required by law, ordinance, resolution, or order of the governing body.



# City Secretary

**Department: Administration**

**Division: Administration**

**Supervisor: City Manager**

**Salary: Exempt**

**Status: Full-Time**

\$43,680.00 - \$66,560.00 Annually

\$3,640.00 - \$5,546.00 Monthly

\$21.00 - \$32.00 Hourly

- Notify City Manager of upcoming appointments and terms to different committees for agenda items.
- Prepare oaths of office and make necessary arrangements for City General Election. Request list of registered voters from County Tax Assessor.
- Keep land deeds of all City owned property and buildings and titles of vehicles of the City of Alpine and update as necessary.
- File accident reports with insurance carrier on all City owned vehicles.
- Member of Emergency Management Team required to remain within the City in the event of disaster or Act of God.
- Develop a yearly work improvement plan.
- Assists with city functions and performs other duties as required or necessary.

## Knowledge, Skills, and Abilities

- Intermediate skill in personal computers, Microsoft Office and applicable software
- Ability to read, analyze, and interpret reports and documents
- Ability to maintain City documents and records so as to be safe, clean, and readily retrievable by officials or citizens having a need for access to them.
- Ability to organize and conduct an efficient and honest election in compliance with state law and local ordinances.
- Thorough knowledge of Texas Election Code, Texas Local Government Code, Texas Public Information Act and Texas Open Meetings Act.
- Application of good knowledge of City Charter and Ordinances.
- Knowledge of document retention and records management; knowledge of secretarial and administrative practices.
- Application of good knowledge of rules and regulations of the Texas Open Records Law.
- Application of good knowledge of rules and regulations of the Texas Open Meeting Law.
- Principles, practices, methods and techniques of official record maintenance and retention.
- Principles and practices of recording and filing city records.
- Knowledge of municipal financial planning, budgeting and management.
- Application of good knowledge of public relations methods.
- Application of good knowledge of City, county, state and federal civil and criminal laws, regulations, codes and ordinances.
- Execute oral and written instructions.
- Prepare clear, concise oral and written communication.
- Establish and maintain effective working relationships with coworkers, officials, customers, other city departments, and the general public.
- Skill in resolving problems or situations requiring the exercise of good judgment.

## Other Job Characteristics

- Lift and carry items up to 50 pounds.
- Work rotating shifts, flexible hours, weekends, holidays, and extended hours.
- Exposure to irate members of the public.
- Operation of a motor vehicle through City traffic.

# City Secretary

Department: Administration

Division: Administration

Supervisor: City Manager

Salary: Exempt

Status: Full-Time

\$43,680.00 - \$66,560.00 Annually

\$3,640.00 - \$5,546.00 Monthly

\$21.00 - \$32.00 Hourly

*Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.*

## ACKNOWLEDGEMENT

As evidenced by my signature below, I have read my job description and have fully understood my duties and responsibilities related to my employment with the City of Alpine. I also acknowledge that I am qualified to perform these duties and, with or without reasonable accommodation, can perform the essential functions of this position as described. Further, I understand that if, at any time, I am unclear as to what my job duties and responsibilities are, or what is expected of me, I will notify management immediately to interpret these duties and expectations.

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Employee Signature & Date

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Employee's Printed Name

## **Director of Public Utilities**

**Department:** Public Utilities

**Division:** Enterprise-Water, Sewer, Gas and Airport

**Supervisor:** City Manager

**Salary:** Exempt

**Status:** Full-Time

\$64,175.00 - \$83,200.00 Annually

\$5,347.92 - \$6,933.33 Monthly

\$30.85 - \$40.00 Hourly

**Education and Experience:** A minimum of a High School diploma or GED is required. Experience in utilities and maintenance experience at the management level; or an equivalent combination of training, education, and experience; including office support experience, cartographic or technical planning, or permitting, or licensing support experience preferred. A Bachelor's Degree in Engineering, Public Administration, or related field is preferred. Possession of Certification as a Licensed Professional Engineer (P.E.) in the State of Texas highly desirable.

**Licenses and Certificates:** This position requires a Texas Class "C" Driver's License. Requires a "C" license in water treatment and a "B" license in wastewater treatment.

### **General Purpose**

The Public Utilities Director shall work under the direct supervision of the City Manager. This is a highly independent and responsible executive level position that supervises and directs the day-to-day operations of various Public Utilities that includes water and sewer utilities, fleet maintenance, building maintenance, and gas utility, sanitation and landfill services and airport operation and maintenance. Provides construction information, recommendations, technical assistance to City management, attends all meetings related to City Management and Public Utilities. Prioritizes order of construction projects and lays out daily work schedules; oversees construction projects including CIP projects, including supervising contractors and consultants. Administers department budget and authorizes related expenditures.

### **Typical Duties**

- Plans, directs, and coordinates the activities of the Water, Wastewater, and Gas Utilities, Sanitation and Landfill services and Airport facility & grounds Maintenance.
- Maintains liaison with appropriate County, State, and Federal agencies.
- Establishes standards, plans, schedules, and procedures for expanding, operating, and maintaining the City's Public Utility Infrastructure.
- Assesses the need for consultant services and recommends accordingly; represents the City's interests in overseeing and evaluating consultant recommendations.
- Appraises adequacy of facilities and develops plans and priorities for modification and extensions; evaluates soundness and efficiency of operations; supervises the installation of improvements; and develops work programs and budgetary estimates.
- Recruits, selects and supervises employees within the Departments.
- Attends City Council Meetings and advisory board meetings as needed and responds to questions and complaints from General Public.
- Develop the annual budgets and capital improvement needs in support of long range planning of City capital improvement plans or initiatives for each department with assistance from the various departments, and collectively monitor the progress of the budget throughout each fiscal year.

## **Director of Public Utilities**

**Department:** Public Utilities

**Division:** Enterprise-Water, Sewer, Gas and Airport

**Supervisor:** City Manager

**Salary:** Exempt

**Status:** Full-Time

\$64,175.00 - \$83,200.00 Annually

\$5,347.92 - \$6,933.33 Monthly

\$30.85 - \$40.00 Hourly

- Lead and monitor the delivery of any Public Utility Infrastructure and Municipal Airport Capital Improvement Programs.
- Oversee the service contract for the Municipal Landfill.
- Oversee the activities of Keep Alpine Beautiful and the Recycling Center.
- Continuously update the defined stakeholders for all projects, update service delivery types, and work to serve their needs as well as protect their interests.
- Hire, assign, supervise, and evaluate department heads, managers and staff. Assist with hiring and evaluation of other City personnel and ensures that his/her and all employees under his/her direction, comply with the City's Personnel and Policy Rules and Regulations, safety and security standards.
- Serve as liaison to other City departments and outside organizations; respond to information requests, general citizen inquiries, and ensure positive public relations and excellent customer service.
- Ensures all regulator reports and deadlines are adhered to and department activities comply with regulating entities' rules and regulations for all departments; immediately notifies the City Manager of any known regulatory violations, inspections, notices, investigations or enforcement activities.
- Assists with city functions and special events and works on-call to handle emergency works as required or necessary.
- Performs other duties as required or necessary.

### **Knowledge, Skills, and Abilities**

- Application of good knowledge of planning and drafting techniques.
- Application of good knowledge of geographical information systems.
- Application of good knowledge of mapping, drafting, graphics and illustration methods and materials.
- Application of some knowledge of public relations methods.
- Application of good knowledge of city, state, or federal regulations and City ordinances, rules, regulations and standards.
- Application of good knowledge of research methods.
- Knowledge in planning, operations, construction practices and materials used in design, engineering and configuration of water, wastewater, gas, landfill and airport systems or services.
- Knowledge and understanding of pumps, meters, valves, lift stations as well as all testing and reporting required by regulatory bodies necessary for effective and efficient systems.
- Proven experience in developing and leading teams of people to accomplish public utility tasks, setting goals and objectives, work organization, delegation and employee supervision.
- Knowledge of municipal financial planning, budgeting and management.
- Communicate effectively, both orally and in writing, in a clear and professional manner.
- Prepare a variety of reports related to Public Utilities activities.
- Establish and maintain effective working relationships with coworkers, officials, customers, other city departments, and the general public.

## Director of Public Utilities

Department: Public Utilities

Division: Enterprise-Water, Sewer, Gas and Airport

Supervisor: City Manager

Salary: Exempt

Status: Full-Time

\$64,175.00 - \$83,200.00 Annually

\$5,347.92 - \$6,933.33 Monthly

\$30.85 - \$40.00 Hourly

- Knowledge of proper safety practices, procedures, and regulations applicable to work being performed.
- Skill in resolving problems or situations requiring the exercise of good judgment.
- Exercise sound independent judgment within general policy and administrative guidelines
- Skill in creating a professional department that is progressive, proactive and result driven and lead staff to provide an inclusive workplace that fosters the development of others, facilitates cooperation and teamwork and supports constructive resolution of conflicts.

### Other Job Characteristics

- Lift and carry items up to 50 pounds.
- Exposure to rough adverse terrain, construction sites, heavy equipment, inclement weather, and extended periods of close detailed work.
- Exposure to hazardous environmental conditions, uneven or unstable terrain, climbing ladders, hazardous materials, chemicals, air and/or water borne pathogens.
- Occasionally work flexible hours, weekends, holidays, and extended hours.
- Occasional exposure to irate members of the public.
- Operation of a motor vehicle through City traffic.

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### ACKNOWLEDGEMENT

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Employee Signature & Date

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Employee's Printed Name

8. Discuss, consider, and take appropriate action to authorize the Interim City Manager to work with department heads to hire open positions for recycle tech, court clerk, and field workers in the Streets and Water Departments (M. Antrim, Interim City Manager)

# Recycling Technician

**Department:** Sanitation

**Division:** Public Utilities

**Supervisor:** Environmental Services Coordinator

**Salary:** Non-Exempt

**Status:** Part-Time

\$14,040.00 - \$16,200.00 Annually

\$1,170.00-\$1,300.00 Monthly

\$13.50 - \$15.00 Hourly

**Education and Experience:** A minimum of a High School diploma or GED is required. Must possess a valid Texas Department of Public Safety Driver License and maintain a good driving record. Three (3) years of experience in related field preferred.

## General Purpose

Directly responsible to the Environmental Services Coordinator. Responsible for performance of a variety of manual tasks following simple routines during the operation of the Hal Flanders Recycling Center. Daily tasks include operating wood chippers, glass crushers, and materials compactors. Job requires lifting up to 80 pounds and sufficient stamina to work outdoors in all seasons as required, as well as perform other work as assigned by the supervisor. Keeps the Recycling Center clean and free of harmful or accident-prone obtrusions.

## Typical Duties

- Loads glass crusher and empties crushed glass.
- Loads wood chipper.
- Maintains, services, and makes minor repairs to equipment.
- Maintains Hal Flanders Recycling Center: sweeps, sorts recyclables, trim weeds, etc.
- Monitors brush, mulch, and metal recycling at yard next to Recycling Center.

## Other Job Characteristics

- Lift and carry items up to 50 pounds.
- Occasionally work flexible hours, weekends, holidays, and extended hours.
- Occasional exposure to irate members of the public.
- Operation of a motor vehicle through City traffic.
- Occasional operation of mulcher and glass crusher.
- Exposure to elements and extreme weather.

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## ACKNOWLEDGEMENT

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Employee Signature & Date

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Employee's Printed Name

# **Municipal Court Clerk**

**Department: Administration**

**\$25,920.00 - \$28,800.00 Annually**

**Division: Municipal Court**

**\$2,160.00 - \$2,400.00 Monthly**

**Supervisor: Municipal Court Judge**

**\$13.50 - \$15.00 Hourly**

**Salary: Non-exempt**

**Status: Full-Time**

**Education and Experience:** A High School diploma or GED. Three (3) years of office support experience preferred.

**Licenses and Certificates:** This position requires a Texas Class "C" Driver's License. Certified Court Clerk Level II certification from the Texas Municipal Courts Education Center is preferred. Must be able to obtain a Level II certification within two years of hire. Notary Public certification required. Must be bondable in an amount as determined by City Council and/or City Manager.

## **General Purpose**

Under minimal supervision responsible for all clerical and quasi-judicial administrative functions of the municipal court. Serving in an executive officer capacity to the presiding judge. Performs all customer service activities at the court assuring quality service is provided by demonstrating courteous and cooperative behavior when interacting with visitors and City staff acting as Cashier and Receptionist.

## **Typical Duties**

- Administers oaths and authenticates official documents.
- Sign correspondence and official documents as needed.
- Perform all clerical and administrative activities involving court records and legal document processing including receipt, input, and trial court scheduling.
- Verifies the court docket before court sessions.
- Notifies defendants, jurors, and police officers of court appearances.
- Follows established procedures and policies for the receipt and accounting of fine payments, issuance of warrants, scheduling of court functions.
- Accepts appearance bonds and appeal bonds.
- Writes and balances cash receipts from court and prepares deposit and refunds.
- Prepares complaints for State Law and City Ordinance violations.
- Maintains the absolute confidentiality of all records and information.
- Performs other tasks as assigned.

## **Knowledge, Skills, and Abilities**

- Knowledge of Municipal Court functions, including case flow and work flow
- Knowledge of how complaints are drafted and the role of prosecutors in the court.
- Knowledge of computer systems and technology trends for municipal court operations.
- Skill in understanding and interpreting laws and court orders.
- Ability to track and monitor legislative changes.
- Ability to be calm under pressure.
- Application of some knowledge of public relations methods.
- Application of good knowledge of city, state, or federal regulations and City ordinances, rules, regulations and standards.
- Application of some knowledge of research methods.



# Municipal Court Clerk

Department: Administration

Division: Municipal Court

Supervisor: Municipal Court Judge

Salary: Non-exempt

Status: Full-Time

\$25,920.00 - \$28,800.00 Annually

\$2,160.00 - \$2,400.00 Monthly

\$13.50 - \$15.00 Hourly

- Application of good knowledge of receptionist techniques.
- Application of good knowledge of cash handling techniques.
- Execute oral and written instructions.
- Prepare clear, concise oral and written communication.
- Establish and maintain effective working relationships with coworkers, officials, customers, other city departments, and the general public.
- Knowledge of proper safety practices, procedures, and regulations applicable to work being performed.
- Skill in resolving problems or situations requiring the exercise of good judgment.
- Maintaining official records and processing technical documents.

## Other Job Characteristics

- Lift and carry items up to 50 pounds.
- Occasionally work rotating shifts, flexible hours, weekends, holidays, and extended hours.
- Occasional exposure to irate members of the public.
- Operation of a motor vehicle through City traffic.

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## ACKNOWLEDGEMENT

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Employee Signature & Date

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Employee's Printed Name

## **Utilities Operator I**

**Department:** Public Utilities

**Division:** As Assigned

**Supervisor:** As Assigned

**Salary:** Non-exempt

**Status:** Full-Time

\$25,920.00 - \$35,360.00 Annually

\$2,160.00 - \$2,400.00 Monthly

\$13.50 - \$17.00 Hourly

**Education and Experience:** A minimum of five (2) years responsible experience in utility construction, maintenance and repair relating to water and wastewater. Knowledge of equipment and techniques used in minor construction, maintenance and repair tasks. Knowledge of and proficient in, the use of tools and equipment required in maintenance and repair activities. To perform this job successfully, the person in this position must be able to perform each essential duty satisfactorily. Must have good communication skills; requires a calm demeanor in responding to customer questions and/or complaints and dealing with the general public in everyday activities. Ability to work within established guidelines. Ability to perform repetitious tasks. Ability to use an operate pickup truck, dump truck, tractor, forklift, front-end loader and miscellaneous power tools. Participate as first responder in emergency situations (i.e. tropical storms, hurricanes, and tornados, train derailments, hazardous material spills, etc.). High School diploma or GED.

### **Licenses and Certificates:**

- This position requires a Texas Class "C" Driver's License and safe driving record.
- Class I Wastewater Collection or Class D Wastewater Treatment, and/or Class D Groundwater or Class C Distribution Certification from the Texas Commission on Environmental Quality (TCEQ) or must obtain within one (1) year of employment and schooling requirements.

### **General Purpose**

Under close supervision, using established procedures and receiving detailed instructions perform physical tasks as an entry-level Worker I in various City of Alpine Public Utility and Public Works Departments.

### **Typical Duties**

- Performs labor intensive work.
- Assists in the completion of paperwork, forms and reports as necessary.
- Performs maintenance tasks in confined spaces.
- Performs construction and maintenance tasks that require climbing to heights.
- Performs construction and maintenance tasks that require lifting and carrying equipment and supplies weighting up to 50 lbs. unassisted.
- Safely performs operations and maintenance tasks that may require working in hazardous environments with exposure to hazardous chemicals, solvents, and adverse weather conditions.
- Performs tasks that require working various shifts, on-call and/or call back hours.
- Establish and maintain effective working relationships with other employees, city officials, and the public.
- Operate a variety of tools and equipment including trucks, hand-held computers and hand tools; perform general maintenance duties including refueling; make minor adjustments as necessary.
- Assists in grounds maintenance activities, ensuring proper restoration of property and cleanup.
- Assists in the basic operation, inspection, and maintenance of a variety of vehicles and heavy equipment.

**Utilities Operator I****Department: Public Utilities****Division: As Assigned****Supervisor: As Assigned****Salary: Non-exempt****Status: Full-Time**

\$25,920.00 - \$35,360.00 Annually

\$2,160.00 - \$2,400.00 Monthly

\$13.50 - \$17.00 Hourly

- Assists in reading and interpreting maps, plans, drawings, meters and gauges.
- All other duties as assigned.

**Knowledge, Skills, and Abilities**

- Knowledge of City safety policies and procedures
- Skill at using hand tools and power tools.
- Skill at operating a motor vehicle and motorized equipment.
- Ability to understand and follow written and verbal instructions.
- Ability to read and follow technical guidelines and standard operating procedures.
- Knowledge of Federal, State and Local laws.
- Skill in oral and written communication.

**Other Job Characteristics**

- Lifts and carries up to 100 pounds.
- Exposure to rough adverse terrain, construction sites, heavy equipment, inclement weather, and extended periods of close detailed work.
- Exposure to hazardous environmental conditions, occasionally exposed to wet and/or humid conditions, hazardous materials, and chemicals.
- Works in a confined space using proper safety gear, climbs, crawls, kneels, stoops, and twists for extended periods of time.
- Work flexible hours, weekends, holidays, and extended hours.
- Occasional exposure to irate members of the public.
- Operation of a motor vehicle through City traffic.
- 

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**ACKNOWLEDGEMENT**

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**Employee Signature & Date**

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**Employee's Printed Name**

## **Utilities Operator II**

Department: Public Utilities

Division: As Assigned

Supervisor: As Assigned

Salary: Non-exempt

Status: Full-Time

\$34,320.00 - \$49,920.00 Annually

\$2,860.00 - \$4,160.00 Monthly

\$16.50 - \$24.00 Hourly

**Education and Experience:** A minimum of five (2) years responsible experience in utility construction, maintenance and repair relating to water and wastewater. Knowledge of equipment and techniques used in minor construction, maintenance and repair tasks. Knowledge of and proficient in, the use of tools and equipment required in maintenance and repair activities. To perform this job successfully, the person in this position must be able to perform each essential duty satisfactorily. Must have good communication skills; requires a calm demeanor in responding to customer questions and/or complaints and dealing with the general public in everyday activities. Ability to work within established guidelines. Ability to perform repetitious tasks. Ability to use an operate pickup truck, dump truck, tractor, forklift, front-end loader and miscellaneous power tools. Participate as first responder in emergency situations (i.e. tropical storms, hurricanes, and tornados, train derailments, hazardous material spills, etc.). High School diploma or GED.

### **Licenses and Certificates:**

- This position requires a Texas Class "C" Driver's License and safe driving record.
- Class I Wastewater Collection or Class D Wastewater Treatment, and/or Class D Groundwater or Class C Distribution Certification from the Texas Commission on Environmental Quality (TCEQ) or must obtain within one (1) year of employment and schooling requirements.

### **General Purpose**

Under general supervision leads personnel assigned to various City of Alpine Public Utility and Public Works Department. Works on assignments that are complex in nature where considerable judgment and initiative are required in resolving problems and making recommendations to management. In addition to physical labor tasks Worker III is required to be proficient in completing regulatory paperwork and reporting findings to supervisors.

### **Typical Duties**

- Leads Workers I and II to perform labor intensive work.
- Records data and completes a variety of reports.
- Performs maintenance tasks in confined spaces.
- Performs construction and maintenance tasks that require climbing to heights.
- Performs construction and maintenance tasks that require lifting and carrying equipment and supplies weighting up to 50 lbs. unassisted.
- Safely performs operations and maintenance tasks that may require working in hazardous environments with exposure to hazardous chemicals, solvents, and adverse weather conditions.
- Performs tasks that require working various shifts, on-call and/or call back hours.
- Reviews plans and specifications of work assignments.
- Provides direction, work assignments, leadership, and guidance to others.
- Answers citizen questions and provides assistance to them.
- Establish and maintain effective working relationships with other employees, city officials, and the public.
- Operate a variety of tools and equipment including trucks, hand-held computers and hand

## **Utilities Operator II**

Department: Public Utilities

Division: As Assigned

Supervisor: As Assigned

Salary: Non-exempt

Status: Full-Time

\$34,320.00 - \$49,920.00 Annually

\$2,860.00 - \$4,160.00 Monthly

\$16.50 - \$24.00 Hourly

tools; perform general maintenance duties including refueling; make minor adjustments as necessary.

- Facilitates and assists in grounds maintenance activities, ensuring proper restoration of property and cleanup.
- Assists in the set-up, operation and maintenance a variety of safety-related equipment according to utility safety procedures and SOP's.
- Assists in asset control and inventory activities.
- Leads basic operation, inspection, and maintenance of a variety of vehicles and heavy equipment.
- Assists in reading and interpreting maps, plans, drawings, meters and gauges.
- All other duties as assigned.

### **Knowledge, Skills, and Abilities**

- Knowledge of City safety policies and procedures
- Skill at using hand tools and power tools.
- Skill at operating a motor vehicle and motorized equipment.
- Skill in handling multiple tasks and prioritizing.
- Skill in data analysis and problem solving.
- Skill in planning and organizing.
- Ability to understand and follow written and verbal instructions.
- Ability to read and follow technical guidelines and standard operating procedures.
- Ability to lead and train others.
- Skill at reading diagrams and technical drawings.
- Knowledge of Federal, State and Local laws.
- Skill in oral and written communication.

### **Other Job Characteristics**

- Lifts and carries up to 100 pounds.
- Exposure to rough adverse terrain, construction sites, heavy equipment, inclement weather, and extended periods of close detailed work.
- Exposure to hazardous environmental conditions, occasionally exposed to wet and/or humid conditions, hazardous materials, and chemicals.
- Works in a confined space using proper safety gear, climbs, crawls, kneels, stoops, and twists for extended periods of time.
- Work flexible hours, weekends, holidays, and extended hours.
- Occasional exposure to irate members of the public.
- Operation of a motor vehicle through City traffic.

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### **ACKNOWLEDGEMENT**

As evidenced by my signature below, I have read my job description and have fully understood my duties and

**Utilities Operator II**  
Department: Public Utilities  
Division: As Assigned  
Supervisor: As Assigned  
Salary: Non-exempt  
Status: Full-Time

\$34,320.00 - \$49,920.00 Annually  
\$2,860.00 - \$4,160.00 Monthly  
\$16.50 - \$24.00 Hourly

responsibilities related to my employment with the City of Alpine. I also acknowledge that I am qualified to perform these duties and, with or without reasonable accommodation, can perform the essential functions of this position as described. Further, I understand that if, at any time, I am unclear as to what my job duties and responsibilities are, or what is expected of me, I will notify management immediately to interpret these duties and expectations.

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Employee Signature & Date

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Employee's Printed Name

## **Worker I- Mechanic Assistant**

**Department: Public Works**

**Division: Mechanic**

**Supervisor: As Assigned**

**Salary: Non-exempt**

**Status: Full-Time**

**\$25,920.00 - \$28,800.00 Annually**

**\$2,160.00 - \$2,400.00 Monthly**

**\$13.50 - \$15.00 Hourly**

**Education and Experience:** A minimum of a High School diploma or GED is required and 1 year work experience in any of the following manual labor fields: maintenance, mechanic, etc.

**Licenses and Certificates:** This position requires a Texas Class "C" Driver's License. Further certification and licenses are required within 12 months of employment.

### **General Purpose**

Under close supervision, using established procedures and receiving detailed instructions perform physical tasks as an entry-level Worker I in City of Alpine Public Works Department.

### **Typical Duties**

- Performs labor intensive work.
- Performs tune ups, brake jobs, and other preventative maintenance on cars, trucks, buses, and other powered rolling equipment; replaces common parts and makes adjustments
- Operate a variety of tools and equipment including trucks, hand-held computers and hand tools; perform general maintenance duties including refueling; make minor adjustments as necessary.
- Assists in grounds maintenance activities, ensuring proper restoration of property and cleanup.
- Assists in the basic operation, inspection, and maintenance of a variety of vehicles and heavy equipment.
- Assess vehicles and/or machinery to accurately diagnose and repair issues.
- Provide routine inspections of vehicles and inform of any issues to the Supervisor.
- Prepare quotes and work estimates as requested.
- Safely performs operations and maintenance tasks that may require working in hazardous environments with exposure to hazardous chemicals, solvents, and adverse weather conditions.
- Performs maintenance tasks in confined spaces.
- Maintain and clean garage equipment and tools to ensure they are kept in a safe and usable condition at all times.
- Assists in the completion of paperwork, forms and reports as necessary.
- Performs construction and maintenance tasks that require climbing to heights.
- Performs construction and maintenance tasks that require lifting and carrying equipment and supplies weighting up to 50 lbs. unassisted.
- Performs tasks that require working various shifts, on-call and/or call back hours.
- Establish and maintain effective working relationships with other employees, city officials, and the public.
- Keep an accurate log of all work performed.
- Adhere to company work safety policies.
- All other duties as assigned.

**Worker I- Mechanic Assistant**  
**Department: Public Works**  
**Division: Mechanic**  
**Supervisor: As Assigned**  
**Salary: Non-exempt**  
**Status: Full-Time**

\$25,920.00 - \$28,800.00 Annually  
\$2,160.00 - \$2,400.00 Monthly  
\$13.50 - \$15.00 Hourly

### **Knowledge, Skills, and Abilities**

- Knowledge of City safety policies and procedures
- Skill at using hand tools and power tools.
- Skill at operating a motor vehicle and motorized equipment.
- Ability to understand and follow written and verbal instructions.
- Ability to read and follow technical guidelines and standard operating procedures.
- Knowledge of Federal, State and Local laws.
- Skill in oral and written communication.

### **Other Job Characteristics**

- Lifts and carries up to 100 pounds.
- Exposure to rough adverse terrain, construction sites, heavy equipment, inclement weather, and extended periods of close detailed work.
- Exposure to hazardous environmental conditions, occasionally exposed to wet and/or humid conditions, hazardous materials, and chemicals.
- Works in a confined space using proper safety gear, climbs, crawls, kneels, stoops, and twists for extended periods of time.
- Work flexible hours, weekends, holidays, and extended hours.
- Occasional exposure to irate members of the public.
- Operation of a motor vehicle through City traffic.

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Employee Signature & Date

---

Employee's Printed Name



## **Worker I**

**Department:** As Assigned

**Division:** As Assigned

**Supervisor:** As Assigned

**Salary:** Non-exempt

**Status:** Full-Time

\$25,920.00 - \$28,800.00 Annually

\$2,160.00 - \$2,400.00 Monthly

\$13.50 - \$15.00 Hourly

**Education and Experience:** A minimum of a High School diploma or GED is required and 1 year work experience in any of the following manual labor fields: utilities, construction, maintenance, paving, factory work, pipe laying, etc.

**Licenses and Certificates:** This position requires a Texas Class "C" Driver's License. Further certification and licenses are required within 12 months of employment depending on what City department Worker I is assigned to.

### **General Purpose**

Under close supervision, using established procedures and receiving detailed instructions perform physical tasks as an entry-level Worker I in various City of Alpine Public Utility and Public Works Departments.

### **Typical Duties**

- Performs labor intensive work.
- Assists in the completion of paperwork, forms and reports as necessary.
- Performs maintenance tasks in confined spaces.
- Performs construction and maintenance tasks that require climbing to heights.
- Performs construction and maintenance tasks that require lifting and carrying equipment and supplies weighting up to 50 lbs. unassisted.
- Safely performs operations and maintenance tasks that may require working in hazardous environments with exposure to hazardous chemicals, solvents, and adverse weather conditions.
- Performs tasks that require working various shifts, on-call and/or call back hours.
- Establish and maintain effective working relationships with other employees, city officials, and the public.
- Operate a variety of tools and equipment including trucks, hand-held computers and hand tools; perform general maintenance duties including refueling; make minor adjustments as necessary.
- Assists in grounds maintenance activities, ensuring proper restoration of property and cleanup.
- Assists in the basic operation, inspection, and maintenance of a variety of vehicles and heavy equipment.
- Assists in reading and interpreting maps, plans, drawings, meters and gauges.
- All other duties as assigned.

### **Knowledge, Skills, and Abilities**

- Knowledge of City safety policies and procedures
- Skill at using hand tools and power tools.
- Skill at operating a motor vehicle and motorized equipment.
- Ability to understand and follow written and verbal instructions.
- Ability to read and follow technical guidelines and standard operating procedures.
- Knowledge of Federal, State and Local laws.
- Skill in oral and written communication.

## Worker I

Department: As Assigned

Division: As Assigned

Supervisor: As Assigned

Salary: Non-exempt

Status: Full-Time

\$25,920.00 - \$28,800.00 Annually

\$2,160.00 - \$2,400.00 Monthly

\$13.50 - \$15.00 Hourly

### Other Job Characteristics

- Lifts and carries up to 100 pounds.
- Exposure to rough adverse terrain, construction sites, heavy equipment, inclement weather, and extended periods of close detailed work.
- Exposure to hazardous environmental conditions, occasionally exposed to wet and/or humid conditions, hazardous materials, and chemicals.
- Works in a confined space using proper safety gear, climbs, crawls, kneels, stoops, and twists for extended periods of time.
- Work flexible hours, weekends, holidays, and extended hours.
- Occasional exposure to irate members of the public.
- Operation of a motor vehicle through City traffic.

*Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.*

### ACKNOWLEDGEMENT

As evidenced by my signature below, I have read my job description and have fully understood my duties and responsibilities related to my employment with the City of Alpine. I also acknowledge that I am qualified to perform these duties and, with or without reasonable accommodation, can perform the essential functions of this position as described. Further, I understand that if, at any time, I am unclear as to what my job duties and responsibilities are, or what is expected of me, I will notify management immediately to interpret these duties and expectations.

---

Employee Signature & Date

---

Employee's Printed Name

## **Worker II**

Department: As Assigned

Division: As Assigned

Supervisor: As Assigned

Salary: Non-exempt

Status: Full-Time

\$30,160.00 - \$35,360.00 Annually

\$2,513.33 - \$2,946.67 Monthly

\$14.50 - \$17.00 Hourly

**Education and Experience:** A minimum of a High School diploma or GED is required and 2 years work experience in any of the following manual labor fields: utilities, construction, maintenance, paving, factory work, pipe laying, etc.

**Licenses and Certificates:** This position requires a Texas Class "C" Driver's License. Further certification and licenses are required within 12 months of employment depending on what City department Worker II is assigned to.

### **General Purpose**

Under management supervision provide leadership to co-workers, using established procedures and receiving detailed instructions perform physical tasks and required paperwork as a mid-level Worker II in various City of Alpine Public Utility and Public Works Departments.

### **Typical Duties**

- Performs labor intensive work.
- Records data and completes a variety of reports.
- Performs maintenance tasks in confined spaces.
- Performs construction and maintenance tasks that require climbing to heights.
- Performs construction and maintenance tasks that require lifting and carrying equipment and supplies weighting up to 50 lbs. unassisted.
- Safely performs operations and maintenance tasks that may require working in hazardous environments with exposure to hazardous chemicals, solvents, and adverse weather conditions.
- Performs tasks that require working various shifts, on-call and/or call back hours.
- Reviews plans and specifications of work assignments.
- Provides direction, work assignments, leadership, and guidance to others.
- Learns how to respond to citizen questions, concerns and complaints.
- Establish and maintain effective working relationships with other employees, city officials, and the public.
- Operate a variety of tools and equipment including trucks, hand-held computers and hand tools; perform general maintenance duties including refueling; make minor adjustments as necessary.
- Facilitates and assists in grounds maintenance activities, ensuring proper restoration of property and cleanup.
- Assists in the basic operation, inspection, and maintenance of a variety of vehicles and heavy equipment.
- Assists in reading and interpreting maps, plans, drawings, meters and gauges.
- All other duties as assigned.

### **Knowledge, Skills, and Abilities**

- Knowledge of City safety policies and procedures
- Skill at using hand tools and power tools.

## Worker II

Department: As Assigned

Division: As Assigned

Supervisor: As Assigned

Salary: Non-exempt

Status: Full-Time

\$30,160.00 - \$35,360.00 Annually

\$2,513.33 - \$2,946.67 Monthly

\$14.50 - \$17.00 Hourly

- Skill at operating a motor vehicle and motorized equipment.
- Ability to understand and follow written and verbal instructions.
- Ability to read and follow technical guidelines and standard operating procedures.
- Ability to lead and train others.
- Skill at reading diagrams and technical drawings.
- Knowledge of Federal, State and Local laws.
- Skill in oral and written communication.

### Other Job Characteristics

- Lifts and carries up to 100 pounds.
- Exposure to rough adverse terrain, construction sites, heavy equipment, inclement weather, and extended periods of close detailed work.
- Exposure to hazardous environmental conditions, occasionally exposed to wet and/or humid conditions, hazardous materials, and chemicals.
- Works in a confined space using proper safety gear, climbs, crawls, kneels, stoops, and twists for extended periods of time.
- Work flexible hours, weekends, holidays, and extended hours.
- Occasional exposure to irate members of the public.
- Operation of a motor vehicle through City traffic.

*Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.*

### ACKNOWLEDGEMENT

As evidenced by my signature below, I have read my job description and have fully understood my duties and responsibilities related to my employment with the City of Alpine. I also acknowledge that I am qualified to perform these duties and, with or without reasonable accommodation, can perform the essential functions of this position as described. Further, I understand that if, at any time, I am unclear as to what my job duties and responsibilities are, or what is expected of me, I will notify management immediately to interpret these duties and expectations.

---

Employee Signature & Date

---

Employee's Printed Name

9. Discuss, consider, and take appropriate action to approve TCEQ Agreed Order, Docket No. 2021-0015-MWD-E concerning licensing violations at the City of Alpine Waste Water Treatment plant and administrative penalty in the amount of \$10,020 (M. Antrim. Interim City Manager)

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

March 16, 2021

The Honorable Andres Ramos  
Mayor of Alpine  
100 North 13th Street  
Alpine, Texas 79830

Re: Proposed Agreed Order  
City of Alpine; RN103114690; TPDES Permit No. WQ0014349001  
Docket No. 2021-0015-MWD-E; Enforcement Case No. 60214  
**FOR SETTLEMENT PURPOSES ONLY**

Dear Mayor Ramos:

The Executive Director of the Texas Commission on Environmental Quality ("Commission" or "TCEQ") is pursuing an enforcement action against the City of Alpine for violations of the Texas Water Code and Commission Rules. These violations were discovered during a record review conducted on November 24, 2020, and documented in a letter dated December 4, 2020, from the TCEQ El Paso Regional Office.

Please find enclosed a proposed agreed order which we have prepared in an attempt to expedite this enforcement action. The order assesses an administrative penalty of \$12,525. We are proposing a one-time offer to defer \$2,505 of the administrative penalty if you satisfactorily comply with all the ordering provisions within the time frames listed. Therefore, the administrative penalty to be paid is \$10,020. The order also identifies the violations that we are addressing and identifies specific technical requirements necessary to resolve them.

If you have any questions regarding this matter, we are available to discuss them in a conference in Austin or over the telephone. If we reach agreement in a timely manner, the TCEQ will then proceed with the remaining procedural steps to settle this matter. These steps include publishing notice of the proposed order in the *Texas Register*, and scheduling the matter for approval by the Commission. We believe that handling this matter expeditiously could save the City of Alpine and the TCEQ a significant amount of time, as well as the expense associated with litigation.

Enclosed for your convenience is a return envelope. If you agree with the order as proposed, please sign and return the original order and the penalty payment (check payable to "TCEQ" and referencing the City of Alpine, Docket No. 2021-0015-MWD-E) to:

The Honorable Andres Ramos  
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March 16, 2021

Financial Administration Division, Revenue Operations Section  
Attention: Cashier's Office, MC 214  
Texas Commission on Environmental Quality  
P.O. Box 13088  
Austin, Texas 78711-3088

Should you believe you are unable to pay the proposed administrative penalty, you may claim financial inability to pay part or all of the penalty amount. Please contact us immediately to obtain a list of financial disclosure documents that must be submitted within 30 days of the receipt of this letter. These documents, once properly completed and submitted, will be thoroughly reviewed to determine if we agree with the claim of financial inability. Please be aware that if financial inability is proven to the satisfaction of staff, discussions pertaining to the penalty amount adjustment will focus only on deferral and not on waiver of the penalty amount.

You may be able to perform or contribute to a Supplemental Environmental Project ("SEP"), which is a project that benefits the environment, to offset a portion of your penalty. **If you are interested in performing an SEP, you must agree to the penalty amount and submit an SEP proposal within 30 days of receipt of this proposed order.** If you are a local government you may have additional SEP options available to assist you with coming into compliance or remediating the harm caused by the violations. A local government is defined as a school district, county, municipality, junior college district, river authority, water district or other special district or other political subdivision created under the constitution or a statute of this state.

**For additional information about the types of SEPs available and eligibility criteria, please go to the TCEQ's web site link at <https://www.tceq.texas.gov/compliance/enforcement/sep> or contact the Enforcement Coordinator listed below.**

Please note that any agreements we reach are subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a).

**If we cannot reach a settlement of this enforcement action or you do not wish to participate in this expedited process, we will proceed with enforcement under the Commission's Enforcement Rules, 30 TEX. ADMIN. CODE ch. 70. Specifically, if the signed order and penalty are not mailed and postmarked within 60 days from the date of this letter, your case will be forwarded to the Litigation Division and this settlement offer, including the penalty deferral, will no longer be available.** The enforcement process described in 30 TEX. ADMIN. CODE ch. 70 requires the staff to prepare and issue an Executive Director's Preliminary Report and Petition to the Commission. If you would like to obtain a copy of 30 TEX. ADMIN. CODE ch. 70, or any other TCEQ rules, the rules themselves and the agency brochure entitled *Obtaining TCEQ Rules* (GI-032) are located on our agency website at <http://www.tceq.texas.gov> for your reference. If you would like a hard copy of

The Honorable Andres Ramos  
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March 16, 2021

this brochure mailed to you, you may call and request one from the Central Office Publications Ordering Team at (512) 239-0028.

For any questions or comments about this matter or to arrange a meeting, please contact Ms. Katelyn Tubbs of my staff at [katelyn.tubbs@tceq.texas.gov](mailto:katelyn.tubbs@tceq.texas.gov) or at (512) 239-2512.

Sincerely,

*Melissa Cordell*

Melissa Cordell, Assistant Deputy Director  
Enforcement Division  
Texas Commission on Environmental Quality

MC/kt

Enclosures: Proposed Agreed Order, Return Envelope, Penalty Calculation Worksheet, Site Compliance History



# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



**IN THE MATTER OF AN  
ENFORCEMENT ACTION  
CONCERNING  
CITY OF ALPINE  
RN103114690**

§  
§  
§  
§  
§

**BEFORE THE  
TEXAS COMMISSION ON  
ENVIRONMENTAL QUALITY**

## **AGREED ORDER DOCKET NO. 2021-0015-MWD-E**

### **I. JURISDICTION AND STIPULATIONS**

On \_\_\_\_\_, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding the City of Alpine (the "Respondent") under the authority of TEX. WATER CODE chs. 7 and 26. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondent together stipulate that:

1. The Respondent owns and operates a wastewater treatment plant located approximately 2.5 miles northeast of the City of Alpine, east of State Highway 118, approximately 1.5 miles down the private road just south of the U.S. court building and across from Lost Alaskan Recreational Vehicle Park on State Highway 118, Brewster County, Texas (the "Facility"). The Facility is near or adjacent to water in the state as defined in TEX. WATER CODE § 26.001(5).
2. The Executive Director and the Respondent agree that the TCEQ has jurisdiction to enter this Order pursuant to TEX. WATER CODE §§ 7.002, 7.051, and 7.073, and that the Respondent is subject to TCEQ's jurisdiction. The TCEQ has jurisdiction in this matter pursuant to TEX. WATER CODE § 5.013 because it alleges violations of TEX. WATER CODE ch. 26 and the rules of the TCEQ.
3. The occurrence of any violation is in dispute and the entry of this Order shall not constitute an admission by the Respondent of any violation alleged in Section II ("Allegations"), nor of any statute or rule.
4. An administrative penalty in the amount of \$12,525 is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations"). The Respondent paid \$10,020 of the penalty and \$2,505 is deferred contingent upon the Respondent's timely and satisfactory compliance with all the terms of this Order. The deferred amount shall be waived only upon full compliance with all the terms and conditions contained in this Order. If the Respondent fails to timely and satisfactorily comply with any of the terms or requirements contained in this Order, the Executive Director may demand payment of all or part of the deferred penalty amount.

5. The Executive Director and the Respondent agree on a settlement of the matters alleged in this enforcement action, subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a). Any notice and procedures, which might otherwise be authorized or required in this action, are waived in the interest of a more timely resolution of the matter.
6. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondent has not complied with one or more of the terms or conditions in this Order.
7. This Order represents the complete and fully-integrated agreement of the parties. The provisions of this Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Order unenforceable, the remaining provisions shall be valid and enforceable.
8. This Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Order, whichever is later.

## **II. ALLEGATIONS**

During a record review conducted on November 24, 2020, an investigator documented that the Respondent failed to employ or contract with one or more licensed wastewater treatment facility operators or wastewater system operations companies holding a valid Class B license or higher, in violation of 30 TEX. ADMIN. CODE §§ 30.350(d) and 305.125(1) and Texas Pollutant Discharge Elimination System Permit No. WQ0014349001, Other Requirements No. 1. Specifically, the Facility was not being operated by persons holding a valid Class B license or higher for a minimum of five days per week.

## **III. DENIALS**

The Respondent generally denies each allegation in Section II ("Allegations").

## **IV. ORDERING PROVISIONS**

NOW, THEREFORE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ORDERS that:

1. The Respondent is assessed a penalty as set forth in Section I, Paragraph No. 4. The payment of this penalty and the Respondent's compliance with all of the requirements set forth in this Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Penalty payments shall be made payable to "TCEQ" and shall be sent with the notation "Re: City of Alpine, Docket No. 2021-0015-MWD-E".  
to:

Financial Administration Division, Revenue Operations Section  
Attention: Cashier's Office, MC 214  
Texas Commission on Environmental Quality  
P.O. Box 13088  
Austin, Texas 78711-3088

2. The Respondent shall undertake the following technical requirements:
- a. Within 30 days after the effective date of this Order, ensure that an operator with a valid Class B license or higher operates the Facility for a minimum of five days per week.
  - b. Within 45 days after the effective date of this Order, submit written certification, and include detailed supporting documentation including photographs, receipts, and/or other records to demonstrate compliance with Ordering Provision No. 2.a. The certification shall be signed by the Respondent and shall include the following certification language:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

The certification shall be submitted to:

Order Compliance Team  
Enforcement Division, MC 149A  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087

with a copy to:

Water Section Manager  
El Paso Regional Office  
Texas Commission on Environmental Quality  
401 East Franklin Avenue, Suite 560  
El Paso, Texas 79901-1212

3. All relief not expressly granted in this Order is denied.
4. The duties and provisions imposed by this Order shall apply to and be binding upon the Respondent. The Respondent is ordered to give notice of this Order to personnel who maintain day-to-day control over the Facility operations referenced in this Order.

5. If the Respondent fails to comply with any of the Ordering Provisions in this Order within the prescribed schedules, and that failure is caused solely by an act of God, war, strike, riot, or other catastrophe, the Respondent's failure to comply is not a violation of this Order. The Respondent shall have the burden of establishing to the Executive Director's satisfaction that such an event has occurred. The Respondent shall notify the Executive Director within seven days after the Respondent becomes aware of a delaying event and shall take all reasonable measures to mitigate and minimize any delay.
6. The Executive Director may grant an extension of any deadline in this Order or in any plan, report, or other document submitted pursuant to this Order, upon a written and substantiated showing of good cause. All requests for extensions by the Respondent shall be made in writing to the Executive Director. Extensions are not effective until the Respondent receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director. Extension requests shall be sent to the Order Compliance Team at the address listed above.
7. This Order, issued by the Commission, shall not be admissible against the Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.
8. This Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms: electronic transmission, owner, person, writing, and written, shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.
9. The effective date of this Order is the date it is signed by the Commission. A copy of this fully executed Order shall be provided to each of the parties.

## SIGNATURE PAGE

### TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

\_\_\_\_\_  
For the Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Executive Director

\_\_\_\_\_  
Date

I, the undersigned, have read and understand the attached Order. I am authorized to agree to the attached Order, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this Order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the Attorney General's Office for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the Attorney General's Office of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed or typed)  
Authorized Representative of  
City of Alpine

\_\_\_\_\_  
Title

☐ *If mailing address has changed, please check this box and provide the new address below:*

**Instructions:** Send the original, signed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Ordering Provision 1 of this Order.



# Penalty Calculation Worksheet (PCW)

Policy Revision 4 (April 2014)

PCW Revision March 26, 2014

**DATES** Assigned **14-Dec-2020**  
PCW **12-Mar-2021** Screening **17-Dec-2020** EPA Due

## RESPONDENT/FACILITY INFORMATION

Respondent **City of Alpine**  
Reg. Ent. Ref. No. **RN103114690**  
Facility/Site Region **6-El Paso** Major/Minor Source **Major**

## CASE INFORMATION

Enf./Case ID No. **60214** No. of Violations **1**  
Docket No. **2021-0015-MWD-E** Order Type **1660**  
Media Program(s) **Water Quality** Government/Non-Profit **Yes**  
Multi-Media  Enf. Coordinator **Katelyn Tubbs**  
EC's Team **Enforcement Team 3**

Admin. Penalty \$ Limit Minimum **\$0** Maximum **\$25,000**

## Penalty Calculation Section

### TOTAL BASE PENALTY (Sum of violation base penalties)

Subtotal 1 **\$7,500**

### ADJUSTMENTS (+/-) TO SUBTOTAL 1

Subtotals 2-7 are obtained by multiplying the Total Base Penalty (Subtotal 1) by the indicated percentage.

Compliance History **67.0%** Adjustment **Subtotals 2, 3, & 7** **\$5,025**

Notes **Enhancement for one month of self-reported effluent violations, one NOV with same/similar violations, and three Orders containing a denial of liability.**

Culpability **No** **0.0%** Enhancement **Subtotal 4** **\$0**

Notes **The Respondent does not meet the culpability criteria.**

Good Faith Effort to Comply Total Adjustments **Subtotal 5** **\$0**

Economic Benefit **0.0%** Enhancement\* **Subtotal 6** **\$0**

Total EB Amounts **\$220**  
Estimated Cost of Compliance **\$372**  
\*Capped at the Total EB \$ Amount

### SUM OF SUBTOTALS 1-7

Final Subtotal **\$12,525**

### OTHER FACTORS AS JUSTICE MAY REQUIRE

**0.0%** Adjustment **\$0**

Reduces or enhances the Final Subtotal by the indicated percentage.

Notes

Final Penalty Amount **\$12,525**

### STATUTORY LIMIT ADJUSTMENT

Final Assessed Penalty **\$12,525**

### DEFERRAL

**20.0%** Reduction Adjustment **-\$2,505**

Reduces the Final Assessed Penalty by the indicated percentage.

Notes **Deferral offered for expedited settlement.**

### PAYABLE PENALTY

**\$10,020**

Screening Date 17-Dec-2020

Docket No. 2021-0015-MWD-E

PCW

Respondent City of Alpine

Case ID No. 60214

Policy Revision 4 (April 2014)

PCW Revision March 26, 2014

Reg. Ent. Reference No. RN103114690

Media Water Quality

Enf. Coordinator Katelyn Tubbs

## Compliance History Worksheet

## &gt;&gt; Compliance History Site Enhancement (Subtotal 2)

Component	Number of...	Number	Adjust.
NOVs	Written notices of violation ("NOVs") with same or similar violations as those in the current enforcement action ( <i>number of NOVs meeting criteria</i> )	1	5%
	Other written NOVs	1	2%
Orders	Any agreed final enforcement orders containing a denial of liability ( <i>number of orders meeting criteria</i> )	3	60%
	Any adjudicated final enforcement orders, agreed final enforcement orders without a denial of liability, or default orders of this state or the federal government, or any final prohibitory emergency orders issued by the commission	0	0%
Judgments and Consent Decrees	Any non-adjudicated final court judgments or consent decrees containing a denial of liability of this state or the federal government ( <i>number of judgments or consent decrees meeting criteria</i> )	0	0%
	Any adjudicated final court judgments and default judgments, or non-adjudicated final court judgments or consent decrees without a denial of liability, of this state or the federal government	0	0%
Convictions	Any criminal convictions of this state or the federal government ( <i>number of counts</i> )	0	0%
Emissions	Chronic excessive emissions events ( <i>number of events</i> )	0	0%
Audits	Letters notifying the executive director of an intended audit conducted under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 ( <i>number of audits for which notices were submitted</i> )	0	0%
	Disclosures of violations under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 ( <i>number of audits for which violations were disclosed</i> )	0	0%
Other	Environmental management systems in place for one year or more	No	0%
	Voluntary on-site compliance assessments conducted by the executive director under a special assistance program	No	0%
	Participation in a voluntary pollution reduction program	No	0%
	Early compliance with, or offer of a product that meets future state or federal government environmental requirements	No	0%

Adjustment Percentage (Subtotal 2) 67%

## &gt;&gt; Repeat Violator (Subtotal 3)

No

Adjustment Percentage (Subtotal 3) 0%

## &gt;&gt; Compliance History Person Classification (Subtotal 7)

Satisfactory Performer

Adjustment Percentage (Subtotal 7) 0%

## &gt;&gt; Compliance History Summary

Compliance  
History  
Notes

Enhancement for one month of self-reported effluent violations, one NOV with same/similar violations, and three Orders containing a denial of liability.

Total Compliance History Adjustment Percentage (Subtotals 2, 3, &amp; 7) 67%

## &gt;&gt; Final Compliance History Adjustment

Final Adjustment Percentage \*capped at 100% 67%

Screening Date 17-Dec-2020

Docket No. 2021-0015-MWD-E

PCW

Policy Revision 4 (April 2014)

PCW Revision March 26, 2014

Respondent City of Alpine

Case ID No. 60214

Reg. Ent. Reference No. RN103114690

Media Water Quality

Enf. Coordinator Katelyn Tubbs

Violation Number 1

Rule Cite(s) 30 Tex. Admin. Code §§ 30.350(d) and 305.125(1) and Texas Pollutant Discharge Elimination System Permit No. WQ0014349001, Other Requirements No. 1

Violation Description Failed to employ or contract with one or more licensed wastewater treatment facility operators or wastewater system operations companies holding a valid Class B license or higher. Specifically, the Facility was not being operated by persons holding a valid Class B license or higher for a minimum of five days per week.

Base Penalty \$25,000

## &gt;&gt; Environmental, Property and Human Health Matrix

OR

Release	Major	Harm Moderate	Minor
Actual			
Potential	x		

Percent 30.0%

## &gt;&gt; Programmatic Matrix

Falsification	Major	Moderate	Minor

Percent 0.0%

Matrix  
Notes

Human health or the environment will or could be exposed to pollutants that would exceed levels that are protective of human health or environmental receptors as a result of the violation.

Adjustment \$17,500

\$7,500

## Violation Events

Number of Violation Events 1

23 Number of violation days

daily	
weekly	
monthly	x
quarterly	
semiannual	
annual	
single event	

Violation Base Penalty \$7,500

One monthly event is recommended from the investigation date (November 24, 2020) to the screening date (December 17, 2020).

## Good Faith Efforts to Comply

0.0%

Reduction \$0

Before NOE/NOV NOE/NOV to EDPRP/Settlement Offer

Extraordinary	
Ordinary	
N/A	x

Notes The Respondent does not meet the good faith criteria for this violation.

Violation Subtotal \$7,500

## Economic Benefit (EB) for this violation

## Statutory Limit Test

Estimated EB Amount \$220

Violation Final Penalty Total \$12,525

This violation Final Assessed Penalty (adjusted for limits) \$12,525



# Economic Benefit Worksheet

Respondent City of Alpine  
Case ID No. 60214  
Reg. Ent. Reference No. RN103114690  
Media Water Quality  
Violation No. 1

Percent Interest 5.0  
Years of Depreciation 15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Costs Saved	EB Amount
<b>Delayed Costs</b>							
Equipment				0.00	\$0	\$0	\$0
Buildings				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0
Engineering/Construction				0.00	\$0	\$0	\$0
Land				0.00	\$0	n/a	\$0
Record Keeping System				0.00	\$0	n/a	\$0
Training/Sampling				0.00	\$0	n/a	\$0
Remediation/Disposal				0.00	\$0	n/a	\$0
Permit Costs				0.00	\$0	n/a	\$0
Other (as needed)	\$186	24-Nov-2020	13-Oct-2021	0.88	\$8	n/a	\$8

Notes for DELAYED costs

Estimated Other cost to ensure that an operator with a valid Class B license or higher operates the Facility for a minimum of five days per week. The Date Required is the investigation date and the Final Date is the estimated date of compliance.

<b>Avoided Costs</b>	<b>ANNUALIZE avoided costs before entering item (except for one-time avoided costs)</b>						
Disposal				0.00	\$0	\$0	\$0
Personnel				0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling				0.00	\$0	\$0	\$0
Supplies/Equipment				0.00	\$0	\$0	\$0
Financial Assurance				0.00	\$0	\$0	\$0
ONE-TIME avoided costs	\$186	30-Apr-2018	17-Dec-2020	2.64	\$26	\$186	\$212
Other (as needed)				0.00	\$0	\$0	\$0

Notes for AVOIDED costs

Estimated avoided cost to ensure that a Facility employee obtains a valid Class B license or higher to operate the Facility. The Date Required is the initial non compliance date and the Final Date is the screening date.

Approx. Cost of Compliance **\$372**

TOTAL **\$220**

The TCEQ is committed to accessibility.

To request a more accessible version of this report, please contact the TCEQ Help Desk at (512) 239-4357.



## Compliance History Report

Compliance History Report for CN600624290, RN103114690, Rating Year 2020 which includes Compliance History (CH) components from September 1, 2015, through August 31, 2020.

**Customer, Respondent, or Owner/Operator:** CN600624290, City of Alpine

**Classification:** SATISFACTORY **Rating:** 15.76

**Regulated Entity:** RN103114690, ALPINE WWTP

**Classification:** SATISFACTORY **Rating:** 29.55

**Complexity Points:** 8

**Repeat Violator:** NO

**CH Group:** 08 - Sewage Treatment Facilities

**Location:** located approximately 2.5 miles northeast of the City of Alpine, east of State Highway 118, approximately 1.5 miles down the private road just south of the U.S. court building and across from Lost Alaskan Recreational Vehicle Park on State Highway 118, Brewster County, Texas

**TCEQ Region:** REGION 06 - EL PASO

**ID Number(s):**

**WASTEWATER PERMIT** WQ0014349001

**WASTEWATER EPA ID** TX0022985

**WASTEWATER AUTHORIZATION** R14349001

**Compliance History Period:** September 01, 2015 to August 31, 2020 **Rating Year:** 2020 **Rating Date:** 09/01/2020

**Date Compliance History Report Prepared:** December 14, 2020

**Agency Decision Requiring Compliance History:** Enforcement

**Component Period Selected:** December 14, 2015 to December 14, 2020

**TCEQ Staff Member to Contact for Additional Information Regarding This Compliance History.**

**Name:** Katelyn Tubbs

**Phone:** (512) 239-2512

### Site and Owner/Operator History:

- |  |     |
|--|-----|
| 1) Has the site been in existence and/or operation for the full five year compliance period?       | YES |
| 2) Has there been a (known) change in ownership/operator of the site during the compliance period? | NO  |

### Components (Multimedia) for the Site Are Listed in Sections A - J

#### **A. Final Orders, court judgments, and consent decrees:**

1 **Effective Date:** 07/13/2016 **ADMINORDER** 2014-0519-MLM-E (1660 Order-Agreed Order With Denial)

**Classification:** Moderate

**Citation:** 30 TAC Chapter 305, SubChapter F 305.125(1)

30 TAC Chapter 305, SubChapter F 305.125(5)

**Rqmt Prov:** TPDES Permit PERMIT

**Description:** Failure to install adequate safeguards to prevent the discharge of untreated or inadequately treated wastes during electrical power failures by means of alternate power sources, standby generators, and/or retention, as documented during an investigation conducted on July 30, 2012.

**Classification:** Moderate

**Citation:** 2D TWC Chapter 26, SubChapter A 26.121(a)(1)

30 TAC Chapter 305, SubChapter F 305.125(1)

**Rqmt Prov:** TPDES Permit PERMIT

**Description:** Failure to prevent the unauthorized discharge of untreated wastewater into or adjacent to water in the state, as documented during an investigation conducted on July 30, 2012. Specifically, on July 26, 2012, approximately 100,000 gallons of untreated wastewater was diverted to an unauthorized mechanical oxidation ditch, (bypassing treatment), flowing into an unnamed tributary of Alpine Creek. In addition, 300,000 gallons of untreated wastewater discharged into two unauthorized ponds.

**Classification:** Moderate

**Citation:** 30 TAC Chapter 30, SubChapter J 30.350(j)

30 TAC Chapter 305, SubChapter F 305.125(1)

**Rqmt Prov:** TPDES Permit PERMIT

Description: Failure to employ or contract an operator holding a Category B license or higher to operate the facility a minimum of 5 days per week, as documented during an investigation conducted on July 30, 2012. Specifically, the

Respondent's Category B licensed operator was present only one day per week to operate the facility.

Classification: Moderate

Citation: 30 TAC Chapter 305, SubChapter F 305.125(1)

30 TAC Chapter 305, SubChapter F 305.125(5)

Rqmt Prov: TPDES Permit PERMIT

Description: Failure to prevent the discharge of visible solids into or adjacent to water in the state, as documented during an investigation conducted on July 30, 2012. Specifically, a moderate amount of visible floating solids were observed in the chlorine contact chamber and discharging through Outfall No. 001.

Classification: Moderate

Citation: 30 TAC Chapter 305, SubChapter F 305.125(1)

30 TAC Chapter 305, SubChapter F 305.125(7)

Rqmt Prov: TPDES Permit PERMIT

Description: Failure to notify the TCEQ prior to physical alterations or additions to the Facility, as documented during an investigation conducted on July 30, 2012. Specifically, the Respondent has been using two retention ponds and a mechanical oxidation ditch for storage of wastewater and sewage sludge without prior notification.

2 Effective Date: 12/06/2016 ADMINORDER 2016-0317-MWD-E (1660 Order-Agreed Order With Denial)

Classification: Moderate

Citation: 2D TWC Chapter 26, SubChapter A 26.121(a)(1)

30 TAC Chapter 305, SubChapter F 305.125(1)

Rqmt Prov: TPDES Permit PERMIT

Description: Failure to comply with permitted effluent limitations, as documented during a record review conducted on January 12, 2016.

3 Effective Date: 11/22/2019 ADMINORDER 2018-0277-MLM-E (1660 Order-Agreed Order With Denial)

Classification: Moderate

Citation: 30 TAC Chapter 305, SubChapter F 305.125(1)

30 TAC Chapter 319, SubChapter A 319.7(c)

Rqmt Prov: WQ0014349001 PERMIT

Description: Failed to maintain calibration records at Facility 1. Specifically, dissolved oxygen calibration records were not available for review.

Classification: Moderate

Citation: 30 TAC Chapter 305, SubChapter F 305.125(1)

Rqmt Prov: WQ0014349001 PERMIT

Description: Failed to calibrate the flow meters as often as necessary to ensure accuracy, but not less than annually. Specifically, the primary and secondary flow measuring devices utilized for process control of influent and the primary and secondary flow measuring devices utilized for process control of effluent were last calibrated on February 11, 2016.

Classification: Moderate

Citation: 30 TAC Chapter 305, SubChapter F 305.125(1)

30 TAC Chapter 319, SubChapter A 319.11(c)

Rqmt Prov: WQ0014349001 PERMIT

Description: Failed to properly analyze effluent samples. Specifically, effluent samples were taken using total chlorine packets, secondary standards, pH buffer solutions, and Escherichia coli packets that were expired

Classification: Moderate

Citation: 30 TAC Chapter 30, SubChapter J 30.350(d)

30 TAC Chapter 305, SubChapter F 305.125(1)

Rqmt Prov: WQ0014349001 PERMIT

Description: Failed to employ or contract with one or more licensed wastewater treatment facility operators or wastewater system operations companies holding a valid license or registration. Specifically, Facility 1 was operated on the weekend by an operator with a Class "D" license instead of the required Class "C" license or higher. Additionally, Facility 1 was being operated during the workweek by an operator with an expired license.

Classification: Moderate

Citation: 30 TAC Chapter 305, SubChapter F 305.125(1)

30 TAC Chapter 319, SubChapter A 319.6

Rqmt Prov: WQ0014349001 PERMIT

Description: Failed to assure the quality of all measurements through the use of blanks, standards, duplicates, and spikes. Specifically, the pH meter was not calibrated daily by using a minimum of two standards that bracket the pH values of the samples.

Classification: Moderate

Citation: 30 TAC Chapter 305, SubChapter F 305.125(1)

30 TAC Chapter 319, SubChapter A 319.11(e)

Rqmt Prov: WQ0014349001 PERMIT

Description: Failed to utilize and calibrate a NIST thermometer. Specifically, the thermometer was not a NIST-traceable thermometer and had not been calibrated on a regularly scheduled basis to ensure accuracy, and was last calibrated on March 3, 2016.

Classification: Moderate

Citation: 30 TAC Chapter 305, SubChapter F 305.125(1)

Rqmt Prov: WQ0014349001 PERMIT

Description: Failed to notify the TCEQ of any noncompliance which may endanger human health or safety, or the environment within 24 hours of becoming aware of the noncompliance, orally or by facsimile transmission, and failed to provide written notification within five working days of becoming aware of the noncompliance. Specifically, the Respondent failed to report the effluent violations with a deviation of more than 40% for 5-day biochemical oxygen demand ("BOD5") daily maximum and daily average for...

#### B. Criminal convictions:

N/A

#### C. Chronic excessive emissions events:

N/A

#### D. The approval dates of investigations (CCEDS Inv. Track. No.):

Item 1	December 28, 2015	(1309027)	Item 28	August 20, 2018	(1514208)
Item 2	January 12, 2016	(1315808)	Item 29	August 28, 2018	(1520265)
Item 3	February 16, 2016	(1325203)	Item 30	September 12, 2018	(1527439)
Item 4	February 24, 2016	(1313114)	Item 31	October 29, 2018	(1533797)
Item 5	March 01, 2016	(1313693)	Item 32	November 16, 2018	(1541624)
Item 6	March 11, 2016	(1314751)	Item 33	December 11, 2018	(1545404)
Item 7	March 15, 2016	(1331936)	Item 34	January 18, 2019	(1560198)
Item 8	April 13, 2016	(1320253)	Item 35	February 20, 2019	(1560196)
Item 9	June 14, 2016	(1352338)	Item 36	March 12, 2019	(1560197)
Item 10	July 21, 2016	(1359306)	Item 37	April 29, 2019	(1572000)
Item 11	August 23, 2016	(1365734)	Item 38	May 14, 2019	(1583608)
Item 12	October 17, 2016	(1378607)	Item 39	June 20, 2019	(1583609)
Item 13	November 08, 2016	(1384573)	Item 40	July 15, 2019	(1593327)
Item 14	December 23, 2016	(1390708)	Item 41	September 30, 2019	(1599667)
Item 15	February 08, 2017	(1397320)	Item 42	October 18, 2019	(1602917)
Item 16	March 08, 2017	(1393613)	Item 43	November 20, 2019	(1619229)
Item 17	March 16, 2017	(1411305)	Item 44	December 18, 2019	(1610883)
Item 18	June 23, 2017	(1425395)	Item 45	December 20, 2019	(1626578)
Item 19	July 21, 2017	(1440016)	Item 46	January 21, 2020	(1634220)
Item 20	September 25, 2017	(1450317)	Item 47	February 20, 2020	(1640838)
Item 21	November 20, 2017	(1456152)	Item 48	April 20, 2020	(1653696)
Item 22	January 11, 2018	(1460193)	Item 49	May 13, 2020	(1660279)
Item 23	January 19, 2018	(1474707)	Item 50	June 19, 2020	(1666789)
Item 24	February 20, 2018	(1486928)	Item 51	July 16, 2020	(1673742)
Item 25	March 08, 2018	(1466591)	Item 52	September 18, 2020	(1687087)
Item 26	June 13, 2018	(1482037)	Item 53	September 30, 2020	(1680520)
Item 27	August 12, 2018	(1514209)	Item 54	October 20, 2020	(1693431)

#### E. Written notices of violations (NOV) (CCEDS Inv. Track. No.):

A notice of violation represents a written allegation of a violation of a specific regulatory requirement from the commission to a regulated entity. A notice of violation is not a final enforcement action, nor proof that a violation has actually occurred.

- Date: 02/29/2020 (1647358)

Self Report? YES Classification: Moderate

Citation: 2D TWC Chapter 26, SubChapter A 26.121(a)  
30 TAC Chapter 305, SubChapter F 305.125(1)

Description: Failure to meet the limit for one or more permit parameter
- Date: 06/04/2020 (1650807)

Self Report? NO Classification: Moderate

Citation: 30 TAC Chapter 319, SubChapter A 319.7(c)

Description: Failure to properly maintain proper operational records asp per 30 TAC §305.125 (1). At the time of the investigation the facility was not maintaining operational records for Mixed Liquor Suspended Solids (MLSS), Food to Microorganism Ratio

(F:M), Waste-Activated Sludge Rate (WAS) and Return-Activated Sludge Rate (RAS).

Self Report? NO Classification: Moderate  
 Citation: 30 TAC Chapter 305, SubChapter F 305.125(1)  
 Description: Failure to calibrate the flow meters at least annually to ensure accuracy as per 30 TAC §305.125(1). At the time of investigation, the flow meters for AWWTP were not being calibrated on an annual basis. The last calibration was in 2016.

Self Report? NO Classification: Major  
 Citation: 30 TAC Chapter 305, SubChapter F 305.125(1)  
 Description: Failure to employ a chief operator holding or an operator holding a Category B license of higher as per 30 TAC 305.125(1). At time of the investigation, the facility had been without a Category B license of higher since April of 2018.

Self Report? NO Classification: Moderate  
 Citation: 30 TAC Chapter 305, SubChapter F 305.125(1)  
 Description: Failure to maintain accurate annual flow and two (2) hr. peak flow as per 30 TAC 305.125(1). At the time of the investigation, the facility was using a spreadsheet to calculate flow and 2 hr peak flow. However, the investigator noticed the numbers to the cells to the calculation of the flow and 2 hr. peak flow on the spreadsheet were at a constant.

**F. Environmental audits:**  
 N/A

**G. Type of environmental management systems (EMSs):**  
 N/A

**H. Voluntary on-site compliance assessment dates:**  
 N/A

**I. Participation in a voluntary pollution reduction program:**  
 N/A

**J. Early compliance:**  
 N/A

**Sites Outside of Texas:**  
 N/A

10. Discuss, consider, and take appropriate action to approve Special Use Permit Applications for:

- a. Short Term Rental Special Use Permit for 509 S. 5th Street Owners of record are Don & Martha Coats.
- b. Short Term Rental Special Use Permit for 604 E Gallego Avenue. Owner of Record is Robert Howard.

- a. Short Term Rental Special Use Permit for 509 S. 5th Street Owners of record are Don & Martha Coats.

# TRANSIENT/SHORT-TERM RENTAL INSPECTION CHECKLIST

## CITY OF ALPINE

Initial Inspection: At the time of initial application the short-term rental shall be inspected by the Building Official or designee. The purpose of this inspection is to assure conformance of the dwelling unit with the International Residential Code, International Fire Code, Property Management Code and City of Alpine Short-Term Rental ordinance, related to potential safety issues and to establish maximum occupancy, including but not limited to an approved means of egress from every bedroom. A follow up inspection is included in the initial fee. Any further inspections will cost \$ 35.00 each. An inspection won't occur until all required application documents have been received by the city.

(320) 494-1153

Property Address 509 S. 5th Property Owner Don & Martha Coats Phone \_\_\_\_\_  
Local Representative \_\_\_\_\_ Phone \_\_\_\_\_

Parking Diagram approved Yes / No

Number of occupants approved Yes / No

### General Requirements:

- ☒ House numbers installed and clearly visible from street.
- ☒ Smoke alarms installed in all sleeping rooms.
- ☒ Carbon Monoxide detectors as required by fire code
- ☒ Fire Extinguisher or Sprinkler System
- Sanitation:**
- ☒ All plumbing fixtures connected to sanitary sewer with Approved P-traps.
- ☒ All plumbing fixtures connected to approved water supply Hot and cold water.
- ☒ No signs of mold or mildew on wall surfaces.
- ☒ No signs of infestation from rodents or insects.
- ☒ All sanitary facilities installed and maintained in safe and Sanitary condition.

### Safety:

- ☒ Basement and all sleeping rooms are provided with windows Designed to meet egress standards or exterior doors
- ☒ All stairs, decks, and balconies over 30 inches in height are Provided with approved guardrails.
- ☒ Requirements of the IBC and IRC are met for dwelling units.
- ☒ Dwelling has no broken windows or doors
- ☒ No broken, rotted, split, buckled of exterior wall or roof Coverings that affect the protection of the structural elements Behind them.

Any of the above items which have been checked must be corrected and re-inspected prior to the issuance of a transient/short-term rental permit.

To request an inspection please call 432.837.3281 Building Services.

### Mechanical:

- ☒ Every habitable room contains at least two electrical outlets and light fixtures.
- ☒ All electrical equipment, wiring, and appliances have been installed and are in a safe manner
- ☒ Dwelling is equipped with heating facilities in operating condition.
- ☒ All solid fuel burning appliances are installed per applicable codes maintained in safe working condition.
- ☒ Dwelling has proper ventilation in all rooms and areas where fuel All fuel burning appliances are installed.

### Structural:

- ☒ Dwelling has no sags, splits or buckling of ceilings, roofs, ceiling or roof supports or other horizontal members due to defective material or deterioration.
- ☒ No split, lean, list, or buckle of dwelling walls, partitions or other Vertical supports due to defective material or deterioration.
- ☒ No evidence of decay or damage to exterior stairs or decks.

Inspected by: DAVID HALE TCFP INSPECTOR

Approved ☒ Date: 5/10/2021

Requires re-inspection \_\_\_\_\_

Approved \_\_\_\_\_ Date: \_\_\_\_\_



509 S. 5<sup>th</sup> St.

## City of Alpine Short-Term Rental Special Use Permit Application Checklist

☒ **Application:** Completed Short-Term Rental (STR) Special Use Permit Application

☒ **\$350.00 STR Special Use One Time Permit Fee:** Cash, check, or money order payable to the City of Alpine. The permit application fee is non-refundable.

**Method of Payment:** Check # 5308265

☐ **Fire Inspection Appointment:** The operator will receive a call to schedule

### Please complete and submit the following attached documents with your application

1. ☒ **Short-Term Rental Registration Form:** Completed STR Registration Form
2. ☒ **STR Local Representative Certification:** See attachment. Please provide a copy of Driver's License if different from STR owner
3. ☒ **Homeowner's Association Declaration:** See attachment
4. ☒ **Proof of Property Insurance:** Please complete attachment and provide a copy of a property insurance summary that states STR coverage is included and/or complete insurance waiver (See attachment). If operator chooses to opt-out of property insurance a General Release of Liability MUST be signed by the operator.

### Please submit the following documents with your application

5. ☒ **Letter:** Submit a letter describing the proposed STR use, describe whether the proposed STR will, or will not cause substantial harm to the value, use, or enjoyment of the other properties in the neighborhood. Also describe how the proposed STR will add to the value, use or enjoyment of other properties in the neighborhood.
6. ☒ **Floor Plan:** A Sketch floor plan of the dwelling with dimensional room layout. Please identify sleeping areas, evacuation route(s) and location of fire extinguishers.
7. ☒ **Parking Plan Requirement:** A site plan/survey of the property that indicates the maximum number of vehicles that can be legally parked on the property. Parking spaces cannot include on-street parking, sidewalks, alleys or other public rights-of-way
8. ☒ **Driver's License:** Please provide a copy of STR owner's driver's license
9. ☒ **Proof of STR Property Ownership:** Property tax documents, deed, or copy of title (all owners must sign application)
10. ☒ **Info Sheet:** A copy of the informational sheet/brochure that is provided to guests of the STR. Please include:
  - A.) The 24-hour contact information of the STR owner or local representative
  - B.) Neighborhood info such as parking and noise restrictions, trash collection schedules, etc.
  - C.) Emergency and non-emergency telephone numbers for police and fire departments
  - D.) Instructions for obtaining severe weather, natural or man-made disaster alerts.

**For Building Services Use Only**

Date Submitted: \_\_\_\_\_ Receipt No: \_\_\_\_\_

BLD Inspection: \_\_\_\_\_ Fire Inspection: \_\_\_\_\_

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

**City of Alpine, Texas**

**Short-Term Rental Special Use Permit (STR-SUP) Application**

STR-CUP Application Fee is \$350.00 per property. (non-refundable) Please complete one application per property

**STR Type:** ☐ Owner Occupied ☐ Single Unit Non-Owner-Occupied ☒ Multi-Unit Non-Owner Occupied

**Existing/New Structure:** ☒ Existing Structure ☐ New Construction

**PART 1. PROPERTY INFORMATION**

Street address of property

509 S. 5<sup>th</sup> Street Alpine TX

Legal description of property (must provide copy of survey or describe meets and bounds on 8 1/2 x 11 sheet)

Lot 9+10 Block 2 Addition Ferguson's Second Addition

Square footage of property

Unit #1 240 sq ft

Number of Bedrooms & Units

2 bedrooms (1 unit)

Size of property lot

0.3351 acres

Casita 534 sq ft

1 bedroom (1 unit)

Present zoning district

R-3

Proposed use of the property

Short-Term Rental

Zoning ordinance provision requiring a conditional use (This box will be completed by the Building Official)  
STR

**PART 2. PROPERTY OWNER INFORMATION**

Name of current property owner(s) (Use separate sheet of paper with additional owners' information if necessary)

Don + Martha Coats

Mailing address of property owner (cannot be P.O Box)

1 Walnut Valley Road Chadds Ford, PA 19317

City/State/Zip code of property owner

Chadds Ford PA 19317

Telephone number of property owner

610 388 7613

Email address of property owner

**PART 3. DESIGNATED OPERATOR'S INFORMATION**

Name of designated operator

Kara Coats + William Haldeman (husband + wife)

Designated operator's physical address (must be located within 30 minutes of STR property)

509 S. 5<sup>th</sup> Street, Alpine

City/State/Zip code of designated operator

Alpine TX 79830

Telephone number of designated operator

302 494 1153

Email address of designated operator

Kcoats1000@gmail.com

**PART 4. SUPPORTING DOCUMENTS**

Please complete and submit the following attached documents with application

1. ☒ **STR Local Representative Certification:** Please provide a copy of Driver's License if different from STR owner)
2. ☒ **Homeowner's Association Declaration:** See attachment
3. ☒ **Proof of Property Insurance:** Please complete attachment and provide a copy of a property insurance summary that states STR coverage is included and/or complete General Release of Liability waiver (See attachment)

Please submit the following documents with your application

4. ☒ **Letter:** Submit a letter describing the proposed STR use, describe whether the proposed STR will, or will not cause substantial harm to the value, use, or enjoyment of the other properties in the neighborhood. Also describe how the proposed STR will add to the value, use or enjoyment of other properties in the neighborhood.
5. ☒ **Floor Plan:** A Sketch floor plan of the dwelling with dimensional room layout. Please identify sleeping areas, evacuation route(s) and location of fire extinguishers.
6. ☒ **Parking Requirement:** A site plan/survey of the property that indicates the maximum number of vehicles that can be legally parked on the property. Parking spaces cannot include on-street parking, sidewalks, alleys or other public rights-of-way
7. ☒ **Driver's License:** Please provide a copy of STR owner's driver's license
8. ☒ **Proof of STR Property Ownership:** Property tax documents, deed, or copy of title (all owners must sign application)
9. ☒ **Info Sheet:** A copy of the informational sheet/brochure that is provided to guests of the STR. Please include:
  - A.) The 24-hour contact information of the STR owner or local representative
  - B.) Neighborhood info such as parking and noise restrictions, trash collection schedules, etc.
  - C.) Emergency and non-emergency telephone numbers for police and fire departments
  - D.) Instructions for obtaining severe weather, natural or man-made disaster alerts.

**Part 5. ADDITIONAL SUPPORTING DOCUMENTS FOR COMERCIAL PROPERTIES ONLY**

10. ☐ **Illumination Plan**

**PART 6. ADDITIONAL SUPPORTING DOCUMENTS FOR NEW CONSTRUCTION ONLY**

11. ☐ **Site Application Form B:** Application of site plan approval (Section 20, see attached Form "B") The site plan submission shall meet the requirements of Section 20.04 (A)(E) Site Plan Requirements.
12. ☐ **Letter:** Submit a letter describing conditional requirements or conditions imposed upon the particular conditional use by applicable district regulations

**PART 7. ACKNOWLEDGEMENTS**

☒ All STR-SUP applications are assumed to be complete when filed and will be placed on the agenda for public hearing at the discretion of the staff. Based on the size of the agenda, your application may be scheduled to a later date.

☒ At least ten (10) before the public hearing for a STR-CUP application, the city will send written notice to all property owners within 200 feet of the STR to inform them of the use of the STR-CUP application. The notice will provide the applicant's 24-hour contact information and information about STR regulations.

☒ All public hearings will be opened, and testimony given by the applicants and interested citizenry. Public hearings may be continued to the next public hearing. Public hearings will not be tabled.

☒ Any changes to a site plan (no matter how minor or major) approved with a STR-SUP can only be approved by city council through the public hearing process.



Any application for a change in zoning or for an amendment to the zoning ordinance shall have, from the date of submittal, a period of four months to request and be scheduled on an agenda before the Planning and Zoning Commission and City Council, If after said period of four months an application has not been scheduled before the commission and city council said application, along with the required filing fee may be resubmitted any time thereafter for reconsideration, Delays in scheduling applications before the Planning and Zoning Commission and City Council created by city staff shall not be considered a part of the four month period.

✓ All short-term rentals are subject to fire inspections before issuance of a STR-SUP permit. The inspections will include compliance with the 2018 International Fire Code, 2015 International Residential Code, 2015 International Building Code and all applicable City of Alpine Code of Ordinances.

✓ After a STR-SUP is approved, all short-term rentals must register with the city annually. There is a \$100 annual registration fee.

✓ All short-term rentals are required to pay a hotel occupancy monthly or quarterly to the City of Alpine. Failure to register and pay for HOT taxes is grounds for revocation of a STR-SUP.

✓ I have read and understand all of the requirements as set forth by the application for a Short-Term Rental Special Use Permit and acknowledge that all requirements of this application have been met at the time of submittal.

**PART 7. SIGNATURE TO AUTHORIZE FILING OF A STR-SUP (ALL PROPERTY OWNERS MUST SIGN, SUBMIT AN ADDITIONAL SIGNATURE PAGE IF NECESSARY)**

MARTHA B COATS Marttha B Coats  
Print Property Owners Name Property Owners Signature

The State Of TEXAS  
County Of BREWSTER  
Before Me LUIS GOMEZ on this day personally appeared MARTHA B. COATS  
(Notary) (Applicant)

Known to me (or proved to me on the oath of card or other document) 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.

(Seal) Given under my hand and seal of the office this 26<sup>th</sup> day of APRIL, A.D. 2021



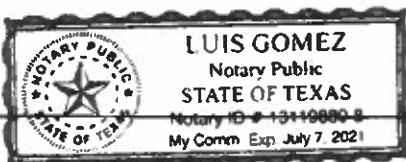
Luis Gomez  
Notary in And for State of Texas

Don Coats Don Coats  
Print Property Owners Name Property Owners Signature

The State Of TEXAS  
County Of BREWSTER  
Before Me LUIS GOMEZ on this day personally appeared DON COATS  
(Notary) (Applicant)

Known to me (or proved to me on the oath of card or other document) 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.

(Seal) Given under my hand and seal of the office this 26<sup>th</sup> day of APRIL, A.D. 2021



Luis Gomez  
Notary in And for State of Texas

**CITY OF ALPINE**  
**STR LOCAL REPRESENTATIVE CERTIFICATION**

☐ New ☒ **Change**

**24-hour Representative:** The short-term rental owner and designated representative's name, physical address, email address and phone number must be provided to the City upon permit application and annual renewal. The information shall be kept current at all times. The owner or representative shall be available by phone (24 hours a day, seven days a week) to ensure a response to complaints regarding emergencies and the condition, operation, or conduct of the occupants. A 24-hour representative must be able to physically respond to the short-term rental site within 30 minutes, and if requested they must respond. If there is a change in the designated representative the property owner must immediately submit to the City the name and contact information of the new representative.

**Short-Term Rental Address:** 509 S. 5<sup>th</sup> Street Alpine TX #1+3 (Casita)

**Property Owner Name:** Don + Martha Coats

**Local Representative:**

**Name:** Kara Coats + William Halderman <sup>(husband and wife)</sup> **Telephone:** 302 494 1153

**Physical Address:** 509 S. 5<sup>th</sup> St. Alpine TX **Email:** kcoats100@gmail.com

**Mailing Address:**

Same

**Local Representative Responsibilities:**

- The owner or representative shall be available by phone (24 hours a day, seven days a week) to ensure a response to complaints regarding emergencies and the condition, operation, or conduct of the occupants.
- A 24-hour representative must be able to physically respond to the short-term rental site within 30 minutes.
- If there is change in the designated representative the property owner must submit to the City the name and contact information of the new representative.
- Neighbor Notice: The City shall provide an initial mailing or email to neighbors within a 200-foot radius of the short-term rental property address. The notice shall contain the owner and representative contact information, a parking plan, and the city website address where the information is also posted. The neighbors and the city shall be immediately informed whenever there is a change in contact information.

*By signing below, the local representative acknowledges that he/she has read, fully understands and agrees to comply with the responsibilities outlined above. Please provide a copy of Driver's License if different from STR property owner.*

**Local Representative Signature:**

**Date:** 4/26/2021

**Property Owner's Signature:**

**Date:** 4/26/2021



**CITY OF ALPINE**  
**STR HOMEOWNER'S ASSOCIATION DECLARATION**

**I DECLARE** the homeowner's association for which this property belongs allows transient rental /short-term rental dwellings.

\_\_\_\_\_  
(Property Address)

\_\_\_\_\_  
(Managing HOA Representative Signature)

Date: \_\_\_\_\_

OR

**I DECLARE** there is no Homeowners Association requirement for this property.

509 S. 5<sup>th</sup> Street Alpine TX 79830  
\_\_\_\_\_  
(Property Address)

Don Coats  
\_\_\_\_\_  
(STR Owners Signature)

Date: 4/26/021

**CITY OF ALPINE  
SHORT TERM RENTAL REGISTRATION**

☐ New ☒ Change *Combine two existing into one registration*

**SECTION 1: PROPERTY INFORMATION**

Property Name	Street Number <b>509</b>	Street Name <b>S. 5<sup>th</sup> Street</b>
<b>LEGAL DESCRIPTION</b>		
Addition, Block, Lot <b>9+10 Lots Block 2 Ferguson's Second Addition</b>		Total Number of Units in Building <b>2</b>

**SECTION 2: OWNER INFORMATION** *Complete at least one listed below*

**A. Individual Ownership**

Owner First Name <b>Don + Martha</b>	Owner Last Name <b>Coats</b>	Primary Telephone Number <b>610 388 7613</b>
Mailing Address <b>1 Walnut Valley Chadds Ford PA 19317</b>		Email Address

**B. Corporate Ownership**

Ownership Form: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Kiosk <input type="checkbox"/> Other (Please Explain)		
Business Name		
Contact First Name	Contact Last Name	Primary Telephone Number
Mailing Address		Email Address

**SECTION 3: PROPERTY MANAGER** *If Different than owner*

**A. Individual Ownership**

Property Manager Name <b>Kara Coats + William Haldeman (husband + wife)</b>	Primary Telephone Number <b>302 494 1153</b>
Mailing Address <b>509 S. 5<sup>th</sup> Street Alpine TX 79830</b>	Email Address <b>KCoats1000@gmail.com</b>

I acknowledge that all information supplied above is true and correct to the best of my knowledge or belief. I further acknowledge that the Short Term Rental that I own is subject to all provisions of the orders and ordinances of Alpine, and all of the provisions of the codes, statutes, and rules adopted under the codes and statutes of the State of Texas regarding Short Term Rental establishments. I acknowledge that as a Short Term Rental owner I am responsible for the payment of Hotel Occupancy Taxes amounting to 7% per stay. I understand that payment of Hotel Occupancy Taxes is payable to the City of Alpine.

  
Applicant's Signature

**Kara S Coats**  
Printed Name

**4/26/2021**  
Date



**CITY OF ALPINE  
STR PROOF OF PROPERTY INSURANCE**

☒ I declare that I have obtained short-term-rental insurance or an insurance policy that specifically states it includes short-term-rentals for the property listed on my STR-SUP application. I have attached proof of this insurance policy to my STR-SUP application.

Don Coats  
Property Owner's Signature

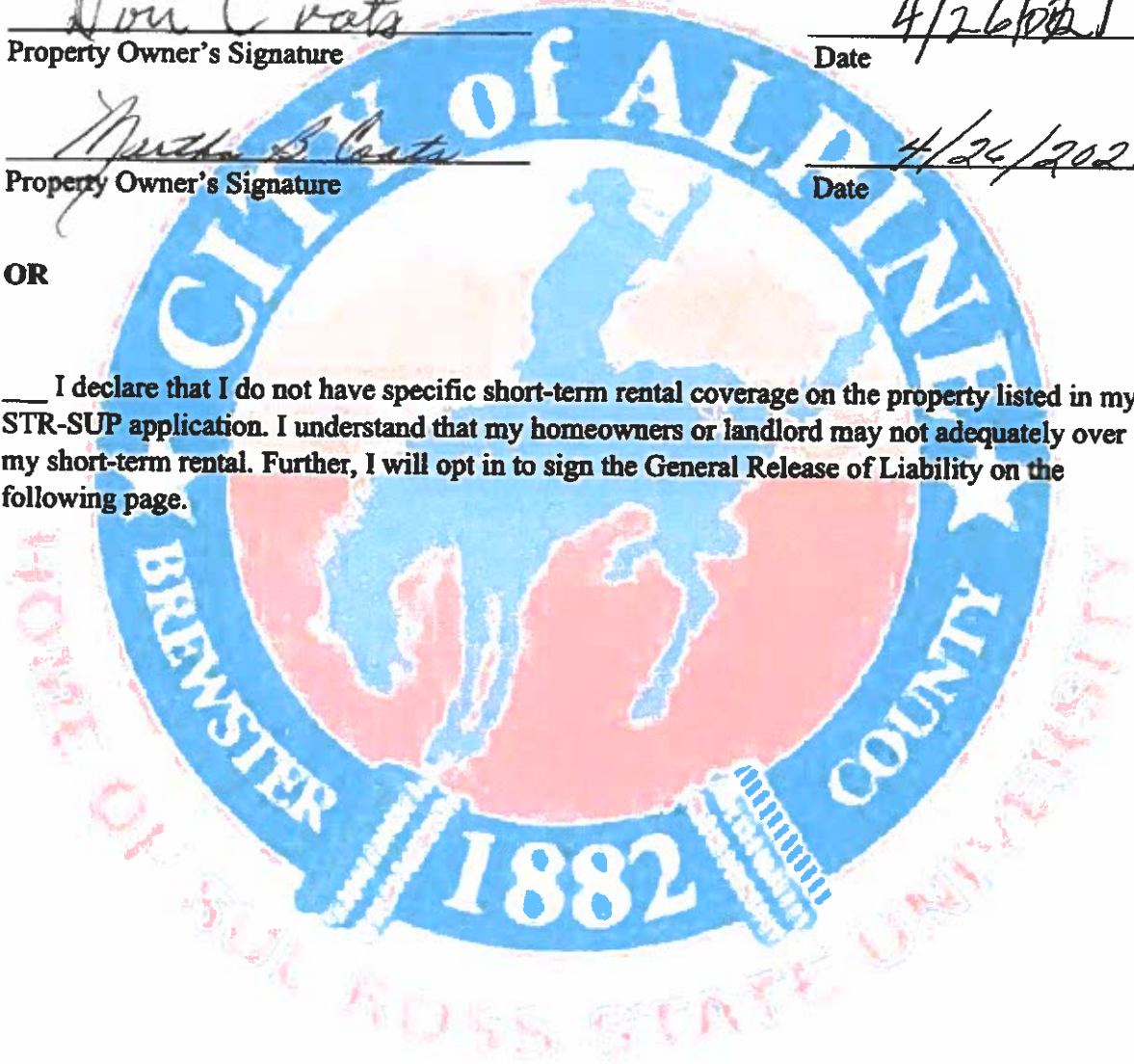
4/26/2021  
Date

Misha B Coats  
Property Owner's Signature

4/26/2021  
Date

**OR**

       I declare that I do not have specific short-term rental coverage on the property listed in my STR-SUP application. I understand that my homeowners or landlord may not adequately over my short-term rental. Further, I will opt in to sign the General Release of Liability on the following page.





## Airbnb's Host Guarantee

\*If guest damages your place or belongings during a stay, and claim is approved, you may be protected with up to \$1,000,000 USD property damage protection.



Property damage protection  
guarantee

Property damage protection  
guarantee

Property damage protection  
guarantee

\*With this guarantee, you may be able to claim up to \$1,000,000 USD in property damage protection. However, this guarantee does not cover all types of damage. For more information, see the Airbnb Host Guarantee page.

## What's protected?



### Airbnb's Host Guarantee may protect

- Physical damage to your property
- Stolen or damaged items
- Damage to your property



### Airbnb's Host Guarantee doesn't protect

- Intangible losses (e.g., lost income)
- Damage to your reputation
- Damage to your property
- Damage to your property

## Host with confidence



Identity verification



Secure communication



24/7 support

## What is Host Protection Insurance?

Host Protection Insurance is a liability insurance program. It may provide up to \$1,000,000 USD in liability coverage for a host's legal responsibility to a guest or third party that gets hurt or has their property damaged due to an incident related to an Airbnb stay.

[Host Protection Insurance](#) provides hosts with primary liability insurance coverage, meaning it generally applies first regardless of other insurance policies a host may have. Host Protection Insurance doesn't apply to hosts who offer accommodations through Airbnb Travel LLC [hosts in mainland China](#), [hosts in Japan](#), or [hosts of experiences](#).

Note that Host Protection Insurance doesn't cover damage to hosts' property—that may be protected by Airbnb's [Host Guarantee](#).

### The claim process

1. **Intake form is completed:** A host, guest, or third party completes and submits the [Insurance Program Intake Form](#).
2. **The insurer appoints an adjuster, who then reviews the claim:** After the intake form is completed, an adjuster on behalf of the insurance company will get in touch to discuss the claim and gather information.
3. **The claim is investigated by the assigned adjuster:** The third-party claim's adjuster settles the claim in accordance with the terms of the Host Protection Insurance policy and applicable laws and regulations in the applicable jurisdiction.

 **Note:** Host Protection Insurance is subject to terms, conditions, and exclusions. [Go to learn more](#) [download a comprehensive program summary](#).

Did you get the help you needed?

Yes

No

# **THE ESSENTIALS**

**HOST:** Bill 302.723.9889 – call/text anytime; [lindera2013@gmail.com](mailto:lindera2013@gmail.com).  
If Bill doesn't answer promptly, call Kara: 302.494.1153

**TRASH:** Use green dumpster on the way down the hill.

**RECYCLING:** Recycling bins in pantry. We encourage you to recycle, source separated, at recycling center 1.7 miles away: 305 Cemetery Road *Tues to Fri: 9-12; 1-5. Sat. 9-12.*

**WATER:** Water provided by City of Alpine. It is hard and may leave residue on surfaces. Alpine is in the Chihuahua desert and receives only rain 17 inches of a year and has been in drought conditions for months. Accordingly, please be conscious of your water usage.

**EMERGENCIES:** call 911

**Non-Emergency Fire:** (432) 837-2366

**Non-Emergency Police:** 309 W. Sul Ross Ave: (432) 837-3486

**UTILITY EMERGENCY (Water or Gas):** Alpine Police Department (432) 837-3486

**MEDICAL CARE:** Big Bend Regional Medical Center 2600 N Hwy 118 Alpine

**WEATHER & NATURAL EMERGENCIES:**

**NOAA.gov** National Weather Service issues fire, wind and weather warnings.

**HYDRATE:** Alpine is at 4500 feet elevation with low humidity. Drink lots of water and always carry plenty with you when you travel or hike.

## **HOUSE RULES**

**PARKING:** Max two cars and they must be parked in spots labeled: "Guest Parking".

**NOISE:** Keep noise at a minimum at all times, but particularly between 9:00PM & 8:00AM

**NO PARTIES:** This is a residential neighborhood, please be respectful of our neighbors.

**BURN BAN:** No campfires or charcoal grills. Fire risk is high.

**CHECK-IN MUST BE BEFORE 9:00PM**

Kara Coats & William Haldeman  
509 S. 5<sup>th</sup> Street  
Alpine, TX 79830  
Kcoats1000@gmail.com 302 494 1153      Lindera2013@gmail.com 302 723 9889

April 29, 2021

City of Alpine, Short Term Rental Coordinator  
100 N. 13<sup>th</sup> Street, Alpine, TX 79830

To: Alpine Short Term Rental Coordinator

This letter is submitted by the designated property operators as part of the application for a short term rental permit for two furnished units consistent with the application instructions below:

*"Submit a letter describing the proposed STR use, describe whether the proposed STR will, or will not cause substantial harm to the value, use, or enjoyment of the other properties in the neighborhood. Also describe how the proposed STR will add to the value, use or enjoyment of other properties in the neighborhood."*

The use of the two furnished units at 509 S. 5<sup>th</sup> Street as a short term rental 'will not cause substantial harm to the value, use or enjoyment of the other properties in the neighborhood'. The units are well maintained with a tidy exterior and there is ample, marked, off-street parking. Guests are limited to only two cars per unit. Parties are not allowed and the number of guests are limited. Guests are instructed to keep all noise at a minimum but particularly between the hours of 9:00 PM and 8:00 AM. Guests are encouraged to use the recycling center. A copy of the guest instructions are attached as required by the permit application.

The short term rentals add to the value of the neighborhood due to external and internal improvements to the property improving the aesthetics of the area. In addition, the property is walking distance to the Murphy Street shops, the Alpine farmers market, downtown shops, and local restaurants, and guest are encouraged to patronize these local stores and spend tourist dollars.

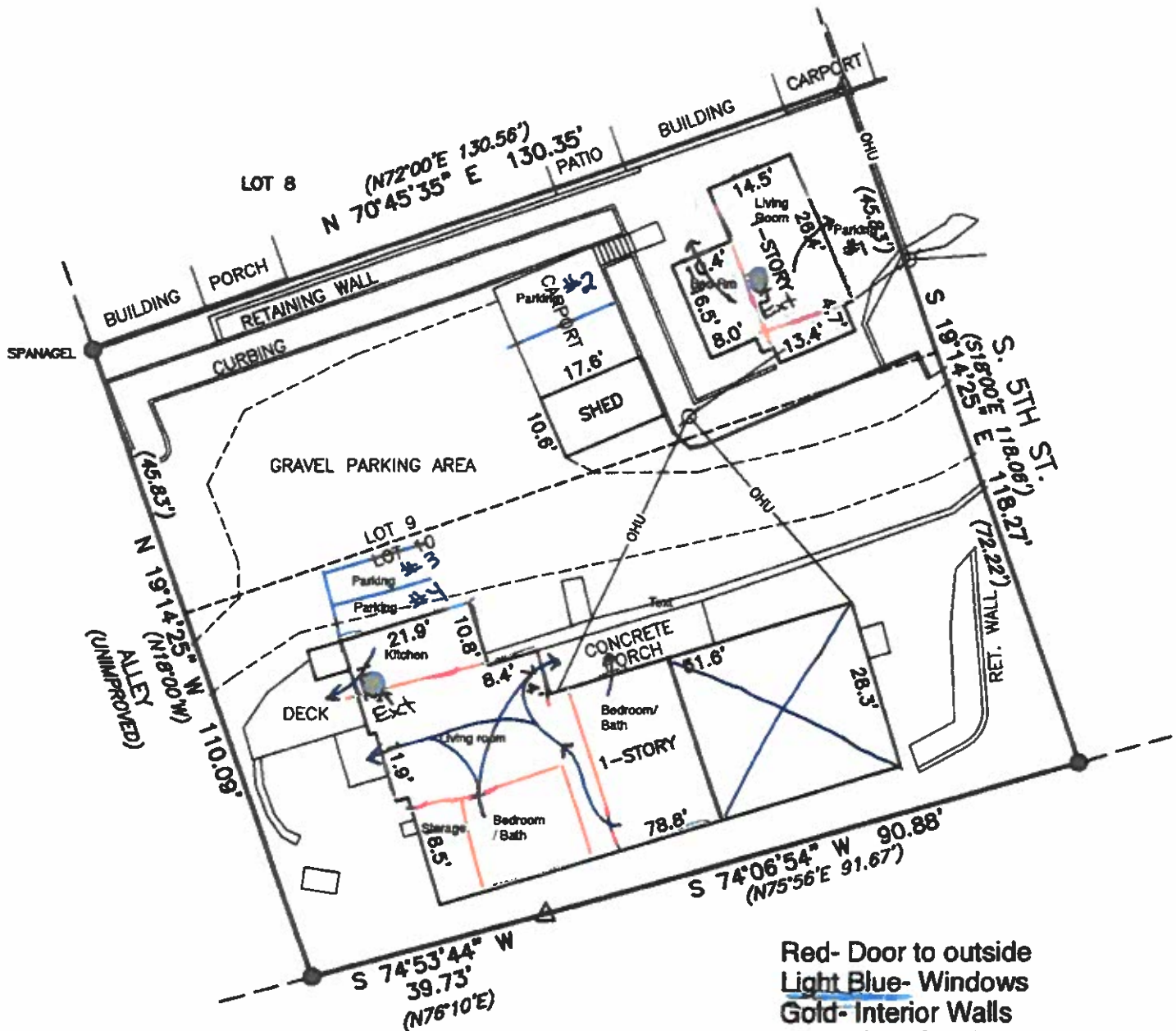
While there are some wonderful neighbors nearby, there are also several abandoned properties. These abandoned properties have buildings that are structurally unsound, falling down and are potentially dangerous to neighbors due to debris blowing off in the wind. In addition, these abandoned properties have unregistered vehicles. Furthermore, trash and dumping on these properties has increased over time. Therefore, in contrast to the abandoned properties, the furnished units add to the value, use or enjoyment of other properties in the neighborhood and we are eager to work with our neighbors and the City or Alpine to further increase the value, use and enjoyment of the neighborhood.

Sincerely,



Kara Coats & William Haldeman (husband and wife)

# Floor Plan + Parking Plan



Red- Door to outside  
 Light Blue- Windows  
 Gold- Interior Walls  
 Dark Blue- Parking

Green circle- Fire Extinguisher  
 Blue Arrows- Evacuation Routes

ACCORDING TO FEMA FIRM MAP PANEL 4800850002E DATED 11/16/1990, THIS TRACT APPEARS TO LIE WITHIN FLOOD ZONE X [AREAS OUTSIDE THE 500-YR FLOODPLAIN].

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE GROUND AND THAT THE LINES AND CORNERS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*[Signature]*  
 4-6-19

INDEPENDENT EXHAUSTIVE SEARCH OF THE PUBLIC RECORD HAS NOT BEEN CONDUCTED. EASEMENTS/RESTRICTIONS NOT SHOWN HEREON MAY AFFECT THIS TRACT.

END

- IRON ROD FOUND [CAPPED AS NOTED]
- △ CALCULATED POINT
- ⋈ UTILITY POLE



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

Doc# 88425

Date: July 16, 2010

Grantor: ANDREW NELSON and STEPHANIE CORLEY

Grantor's Mailing Address: Andrew Nelson  
3443 Esplanade Ave #648  
New Orleans, LA 70119-2933  
Orleans Parish, Louisiana

Stephanie Corley  
1741 Belle Isle Blvd  
Oklahoma City, OK 73118-4219  
Oklahoma County, Oklahoma

Grantee: DON W. COATS and MARTHA J. COATS

Grantee's Mailing Address: 1 Walnut Valley Rd  
Chadds Ford, PA 19317-9434  
Delaware County, Pennsylvania

Consideration: Cash and other valuable consideration

Property (including any improvements):

All of Lots Nine (9) and Ten (10), Block Two (2), FERGUSON SECOND ADDITION, an addition to the City of Alpine, per the plat recorded in Envelope No. 96 of the Map/Plat Records on file in the office of the County Clerk of Brewster County, Texas..

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Subject to validly existing easements and rights-of-way, whether of record or not, zoning and city ordinances of the City of Alpine, Brewster County, Texas; and taxes for 2010, which have been prorated and adjusted in cash as of the date hereof and which Grantee assumes and agrees to pay.

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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, 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

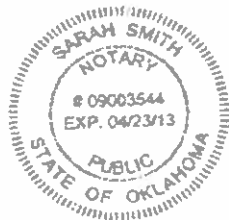
GENERAL WARRANTY DEED  
ANDREW NELSON and STEPHANIE CORLEY - Grantor  
DON W. COATS and MARTHA J. COATS - Grantee  
INDIVIDUAL ACKNOWLEDGMENT

*Stephanie Corley*  
STEPHANIE CORLEY

STATE OF OKLAHOMA      §  
COUNTY OF OKLAHOMA      §

Before me, a notary public in and for the State of Oklahoma, on this day personally appeared STEPHANIE CORLEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16 day of July, 2010



Seal

*Sarah L. Smith*  
Notary Public, State of Oklahoma

*Sarah Smith*  
Notary's Name (Printed)

4/23/13  
My commission expires

176 AFTER RECORDING RETURN TO  
PRESIDIO COUNTY ABSTRACT  
P.O. BOX 1357  
MARFA, TX 79843  
C/F# 4414

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

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.



*Berta Kios Martinez*  
County Clerk, Brewster County, Texas

VOL 261 PAGE 124  
RECORDED 7-26-2010

Doc# 88425  
# Pages 3  
07/23/2010 11:26AM  
Filed & Recorded in  
Official Records of  
BREWSTER COUNTY  
BERTA KIOS MARTINEZ  
COUNTY CLERK  
Fees \$24.00

REDACTED DL



- b. Short Term Rental Special Use Permit for 604 E Gallego Avenue. Owner of Record is Robert Howard.

# TRANSIENT/SHORT-TERM RENTAL INSPECTION CHECKLIST

## CITY OF ALPINE

Initial inspection: At the time of initial application the short-term rental shall be inspected by the Building Official or designee. The purpose of this inspection is to assure conformance of the dwelling unit with the International Residential Code, International Fire Code, Property Management Code and City of Alpine Short-Term Rental ordinance, related to potential safety issues and to establish maximum occupancy, including but not limited to an approved means of egress from every bedroom. A follow up inspection is included in the initial fee. Any further inspections will cost \$ 35.00 each. An inspection won't occur until all required application documents have been received by the city.

Property Address 604 E Gallego Property Owner Robert Howard Phone 512-507-9470  
Local Representative " " Phone " "

Parking Diagram approved Yes / No

Number of occupants approved Yes / No

### General Requirements:

- ☒ House numbers installed and clearly visible from street.
- ☒ Smoke alarms installed in all sleeping rooms.
- ☒ Carbon Monoxide detectors as required by fire code
- ☒ Fire Extinguisher or Sprinkler System

### Sanitation:

- ☒ All plumbing fixtures connected to sanitary sewer with Approved P-traps.
- ☒ All plumbing fixtures connected to approved water supply
- ☒ Hot and cold water.
- ☒ No signs of mold or mildew on wall surfaces.
- ☒ No signs of infestation from rodents or insects.
- ☒ All sanitary facilities installed and maintained in safe and Sanitary condition.

### Safety:

- ☒ Basement and all sleeping rooms are provided with windows
- ☒ Designed to meet egress standards or exterior doors
- ☒ All stairs, decks, and balconies over 30 inches in height are Provided with approved guardrails.
- ☒ Requirements of the IBC and IRC are met for dwelling units.
- ☒ Dwelling has no broken windows or doors
- ☒ No broken, rotted, split, buckled of exterior wall or roof Coverings that affect the protection of the structural elements Behind them.

Any of the above items which have been checked must be corrected and re-inspected prior to the issuance of a transient/short-term rental permit.

To request an inspection please call 432.837.3281 Building Services.

### Mechanical:

- ☒ Every habitable room contains at least two electrical outlets and light fixtures.
- ☒ All electrical equipment, wiring, and appliances have been installed and are in a safe manner

- ☒ Dwelling is equipped with heating facilities in operating condition.
- ☒ All solid fuel burning appliances are installed per applicable codes maintained in safe working condition.
- ☒ Dwelling has proper ventilation in all rooms and areas where fuel All fuel burning appliances are installed.

### Structural:

- ☒ Dwelling has no sags, splits or buckling of ceilings, roofs, ceiling or roof supports or other horizontal members due to defective material or deterioration.
- ☒ No split, lean, list, or buckle of dwelling walls, partitions or other Vertical supports due to defective material or deterioration.
- ☒ No evidence of decay or damage to exterior stairs or decks.

Inspected by: DAVID HALE TCFP Inspector Approved ☒ Date: 4.8.2021  
Requires re-inspection \_\_\_\_\_ Approved \_\_\_\_\_ Date: \_\_\_\_\_

## City of Alpine Short-Term Rental Special Use Permit Application Checklist

- ☒ **Application:** Completed Short-Term Rental (STR) Special Use Permit Application
- ☒ **\$350.00 STR Special Use One Time Permit Fee:** Cash, check, or money order payable to the City of Alpine. The permit application fee is non-refundable.

**Method of Payment:** RESOLVED 2021-02-11

- ☒ **Fire Inspection Appointment:** The operator will receive a call to schedule

### Please complete and submit the following attached documents with your application

1. ☒ **Short-Term Rental Registration Form:** Completed STR Registration Form
2. ☒ **STR Local Representative Certification:** See attachment. Please provide a copy of Driver's License if different from STR owner
3. ☒ **Homeowner's Association Declaration:** See attachment
4. ☒ **Proof of Property Insurance:** Please complete attachment and provide a copy of a property insurance summary that states STR coverage is included and/or complete insurance waiver (See attachment). If operator chooses to opt-out of property insurance a General Release of Liability MUST be signed by the operator.

### Please submit the following documents with your application

5. ☒ **Letter:** Submit a letter describing the proposed STR use, describe whether the proposed STR will, or will not cause substantial harm to the value, use, or enjoyment of the other properties in the neighborhood. Also describe how the proposed STR will add to the value, use or enjoyment of other properties in the neighborhood.
6. ☒ **Floor Plan:** A Sketch floor plan of the dwelling with dimensional room layout. Please identify sleeping areas, evacuation route(s) and location of fire extinguishers.
7. ☒ **Parking Plan Requirement:** A site plan/survey of the property that indicates the maximum number of vehicles that can be legally parked on the property. Parking spaces cannot include on-street parking, sidewalks, alleys or other public rights-of-way
8. ☒ **Driver's License:** Please provide a copy of STR owner's driver's license
9. ☒ **Proof of STR Property Ownership:** Property tax documents, deed, or copy of title (all owners must sign application)
10. ☒ **Info Sheet:** A copy of the informational sheet/brochure that is provided to guests of the STR. Please include:
  - A.) The 24-hour contact information of the STR owner or local representative
  - B.) Neighborhood info such as parking and noise restrictions, trash collection schedules, etc.
  - C.) Emergency and non-emergency telephone numbers for police and fire departments
  - D.) Instructions for obtaining severe weather, natural or man-made disaster alerts.

**Robert Howard  
2315 Westforest Dr.  
Austin TX 78704  
(512)-567-9470**

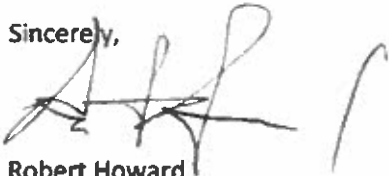
**May 13, 2021**

**To Whom It May Concern:**

**My property at 604 E. Gallego has been successfully operating as a short-term vacation rental in Alpine since early 2009, the first such property of that kind to do so in the city. From the very beginning, we have paid all appropriate city and state taxes, including sales and HOT.**

**We have brought great value to the area by maintaining and improving the property at a high level. There has been no harm whatsoever to the value, use, or enjoyment of other properties in the neighborhood and it has brought increased revenue to the neighboring restaurant.**

**Sincerely,**

A handwritten signature in black ink, appearing to be 'R. Howard', with a long horizontal stroke extending to the right.

**Robert Howard  
Owner**

**For Building Services Use Only**

Date Submitted: \_\_\_\_\_ Receipt No: \_\_\_\_\_  
BLD Inspection: \_\_\_\_\_ Fire Inspection: \_\_\_\_\_  
Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

**City of Alpine, Texas****Short-Term Rental Special Use Permit (STR-SUP) Application**

STR-CUP Application Fee is \$350.00 per property. (non-refundable) Please complete one application per property

**STR Type:** ☒ Owner Occupied ☐ Single Unit Non-Owner-Occupied ☐ Multi-Unit Non-Owner Occupied

**Existing/New Structure:** ☒ Existing Structure ☐ New Construction

**PART 1. PROPERTY INFORMATION**

Street address of property

604 E. Gallego

Legal description of property (must provide copy of survey or describe meets and bounds on 8 1/2 x 11 sheet)

Lot Berkley Block 5 Addition lots 10-12

Square footage of property

1400

Number of Bedrooms & Units

2/1

Size of property lot

1/3 acre

Present zoning district

Proposed use of the property  
Short-Term Rental

Zoning ordinance provision requiring a conditional use (This box will be completed by the Building Official)  
STR

**PART 2. PROPERTY OWNER INFORMATION**

Name of current property owner(s) (use separate sheet of paper with additional owners' information if necessary)

Robert Howard

Mailing address of property owner (cannot be P.O. Box)

2315 West Forest Dr

City/State/Zip code of property owner

Austin TX 78704

Telephone number of property owner

512-567-9470

Email address of property owner

roberta@robertahowardand  
associates.com

**PART 3. DESIGNATED OPERATOR'S INFORMATION**

Name of designated operator

Monica Skinner

Designated operator's physical address (must be located within 30 minutes of STR property)

46801 A. Hwy 118

City/State/Zip code of designated operator

Alpine TX 79830

Telephone number of designated operator

(432) 538-2013

Email address of designated operator

monjo83@gmail.com



**PART 4. SUPPORTING DOCUMENTS****Please complete and submit the following attached documents with application**

1. ☒ **STR Local Representative Certification:** Please provide a copy of Driver's License if different from STR owner)
2. ☒ **Homeowner's Association Declaration:** See attachment
3. ☒ **Proof of Property Insurance:** Please complete attachment and provide a copy of a property insurance summary that states STR coverage is included and/or complete General Release of Liability waiver (See attachment)

**Please submit the following documents with your application**

4. ☒ **Letter:** Submit a letter describing the proposed STR use, describe whether the proposed STR will, or will not cause substantial harm to the value, use, or enjoyment of the other properties in the neighborhood. Also describe how the proposed STR will add to the value, use or enjoyment of other properties in the neighborhood.
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  - A.) The 24-hour contact information of the STR owner or local representative
  - B.) Neighborhood info such as parking and noise restrictions, trash collection schedules, etc.
  - C.) Emergency and non-emergency telephone numbers for police and fire departments
  - D.) Instructions for obtaining severe weather, natural or man-made disaster alerts.

**Part 5. ADDITIONAL SUPPORTING DOCUMENTS FOR COMERCIAL PROPERTIES ONLY**

10. ☐ **Illumination Plan**

**PART 6. ADDITIONAL SUPPORTING DOCUMENTS FOR NEW CONSTRUCTION ONLY**

11. ☐ **Site Application Form B:** Application of site plan approval (Section 20, see attached Form "B") The site plan submission shall meet the requirements of Section 20.04 (A)(E) Site Plan Requirements.
12. ☐ **Letter:** Submit a letter describing conditional requirements or conditions imposed upon the particular conditional use by applicable district regulations

**PART 7. ACKNOWLEDGEMENTS**

☒ All STR-SUP applications are assumed to be complete when filed and will be placed on the agenda for public hearing at the discretion of the staff. Based on the size of the agenda, your application may be scheduled to a later date.

☒ At least ten (10) before the public hearing for a STR-CUP application, the city will send written notice to all property owners within 200 feet of the STR to inform them of the use of the STR-CUP application. The notice will provide the applicant's 24-hour contact information and information about STR regulations.

☒ All public hearings will be opened, and testimony given by the applicants and interested citizenry. Public hearings may be continued to the next public hearing. Public hearings will not be tabled

☒ Any changes to a site plan (no matter how minor or major) approved with a STR-SUP can only be approved by city council through the public hearing process.

✓ Any application for a change in zoning or for an amendment to the zoning ordinance shall have, from the date of submittal, a period of four months to request and be scheduled on an agenda before the Planning and Zoning Commission and City Council, If after said period of four months an application has not been scheduled before the commission and city council said application, along with the required filing fee may be resubmitted any time thereafter for reconsideration, Delays in scheduling applications before the Planning and Zoning Commission and City Council created by city staff shall not be considered a part of the four month period.

✓ All short-term rentals are subject to fire inspections before issuance of a STR-SUP permit. The inspections will include compliance with the 2018 International Fire Code, 2015 International Residential Code, 2015 International Building Code and all applicable City of Alpine Code of Ordinances.

✓ After a STR-SUP is approved, all short-term rentals must register with the city annually. There is a \$100 annual registration fee.

✓ All short-term rentals are required to pay a hotel occupancy monthly or quarterly to the City of Alpine. Failure to register and pay for HOT taxes is grounds for revocation of a STR-SUP.

✓ I have read and understand all of the requirements as set forth by the application for a Short-Term Rental Special Use Permit and acknowledge that all requirements of this application have been met at the time of submittal.

**PART 7. SIGNATURE TO AUTHORIZE FILING OF A STR-SUP (ALL PROPERTY OWNERS MUST SIGN, SUBMIT AN ADDITIONAL SIGNATURE PAGE IF NECESSARY)**

Robert Howard  
Print Property Owners Name

[Signature]  
Property Owners Signature

The State Of \_\_\_\_\_  
County Of \_\_\_\_\_  
Before Me \_\_\_\_\_

(Notary)

on this day personally appeared \_\_\_\_\_

(Applicant)

Known to me (or proved to me on the oath of card or other document) 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.

(Seal) Given under my hand and seal of the office this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

Notary in And for State of Texas

Print Property Owners Name

Property Owners Signature

The State Of \_\_\_\_\_  
County Of \_\_\_\_\_  
Before Me \_\_\_\_\_

(Notary)

on this day personally appeared \_\_\_\_\_

(Applicant)

Known to me (or proved to me on the oath of card or other document) 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.

(Seal) Given under my hand and seal of the office this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

Notary in And for State of Texas



**CITY OF ALPINE  
SHORT TERM RENTAL REGISTRATION**

☒ **New**    ☐ **Change**

**SECTION 1: PROPERTY INFORMATION**

Property Name <i>Casa Vida</i>	Street Number <i>604</i>	Street Name <i>E. Galego</i>
LEGAL DESCRIPTION Addition, Block, Lot <i>Berkley, Block 5, Lots 10-12</i>		Total Number of Units in Building <i>one</i>

**SECTION 2: OWNER INFORMATION**    *Complete at least one listed below*

**A. Individual Ownership**

Owner First Name <i>Robert</i>	Owner Last Name <i>Howard</i>	Primary Telephone Number <i>512-567-9470</i>
Mailing Address <i>2315 West Forest Dr. Austin TX 78704</i>		Email Address <i>robert@robert-howardandassociates.com</i>

**B. Corporate Ownership**

Ownership Form:    ☐ Partnership    ☐ Corporation    ☐ LLC    ☐ Kiosk    ☐ Other (Please Explain)

Business Name

Contact First Name	Contact Last Name	Primary Telephone Number
Mailing Address		Email Address

**SECTION 3: DESIGNATED OPERATOR**    *If Different than owner*

Property Manager Name <i>Monica Skinner</i>	Primary Telephone Number <i>(432) 538-2013</i>
Mailing Address <i>P.O. Box 986 Alpine TX 79831</i>	Email Address <i>monj083.mh@gmail.com</i>

I acknowledge that all information supplied above is true and correct to the best of my knowledge or belief. I further acknowledge that the Short Term Rental that I own is subject to all provisions of the orders and ordinances of Alpine, and all of the provisions of the codes, statutes, and rules adopted under the codes and statutes of the State of Texas regarding Short Term Rental establishments. I acknowledge that as a Short Term Rental owner I am responsible for the payment of Hotel Occupancy Taxes amounting to 7% per stay. I understand that payment of Hotel Occupancy Taxes is payable to the City of Alpine.

*[Signature]*  
Applicant's Signature

*Robert Howard*  
Printed Name

*5/10/21*  
Date



**CITY OF ALPINE**  
**STR LOCAL REPRESENTATIVE CERTIFICATION**

☒ **New**    ☐ **Change**

**24-hour Representative.** The short-term rental owner and designated representative's name, physical address, email address and phone number must be provided to the City upon permit application and annual renewal. The information shall be kept current at all times. The owner or representative shall be available by phone (24 hours a day, seven days a week) to ensure a response to complaints regarding emergencies and the condition, operation, or conduct of the occupants. A 24-hour representative must be able to physically respond to the short-term rental site within 30 minutes, and if requested they must respond. If there is a change in the designated representative the property owner must immediately submit to the City the name and contact information of the new representative.

Short-Term Rental Address: 604 E. Gallego, Alpine TX 79830

Property Owner Name: Robert Howard

**Local Representative:**

Name Monica Skinner Telephone: (432) 538-2013

Physical Address 46801 La Hwy 118 Alpine TX 79830 Email: monica83mh@gmail.com

Mailing Address: P.O. Box 986 Alpine TX 79831

**Local Representative Responsibilities:**

- The owner or representative shall be available by phone (24 hours a day, seven days a week) to ensure a response to complaints regarding emergencies and the condition, operation, or conduct of the occupants.
- A 24-hour representative must be able to physically respond to the short-term rental site within 30 minutes.
- If there is change in the designated representative the property owner must submit to the City the name and contact information of the new representative.
- Neighbor Notice: The City shall provide an initial mailing or email to neighbors within a 200-foot radius of the short-term rental property address. The notice shall contain the owner and representative contact information, a parking plan, and the city website address where the information is also posted. The neighbors and the city shall be immediately informed whenever there is a change in contact information.

*By signing below, the local representative acknowledges that he/she has read, fully understands and agrees to comply with the responsibilities outlined above. Please provide a copy of Driver's License if different from STR property owner.*

Local Representative Signature: [Signature] Date: 5/10/21

Property Owner's Signature: [Signature] Date: 5/10/21

## GENERAL RELEASE OF LIABILITY

I, Robert Howard, of 604 E. Gallego, Alpine TX  
Short Term Rental Operator Street Address  
Alpine, TX, 79830 (Hereinafter the "Releasor") have agreed  
City State Zip

to this General Release of Liability ("Agreement") for no payment or consideration.

THEREFORE under the terms of this Agreement and sufficiency of which is hereby acknowledged, do hereby release and forever discharge City of Alpine, of 100 N. 13<sup>th</sup> Street, Alpine, Texas, 79830 (Hereinafter the "Releasee") including their agents, employees, successors, and assigns, personal representatives, affiliates successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims demands, damages. Actions, causes of action or suits of any kind or nature whatsoever, which I now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages that may develop in the future, as a result or in any way relating to the undersigned's decision, as a Short Term Rental Operator in Alpine, to opt out of purchasing liability insurance for the Operator's Short Term Rental.

It is understood and agreed that this Agreement is made and received in full and complete settlement and satisfaction the causes of action, claims, and demands mentioned herein; that this Release contains the entire Agreement between the parties; and that the terms of this Agreement are contractual and not merely a recital. Furthermore, this Release shall be binding upon the undersigned, and his respective heirs, executors, administrators, personal representatives, successors, and assigns. This release shall be subject to and governed by the laws of the State of Texas.

This Release has been read and fully understood by the undersigned and has been explained to me.

EXECUTED this 10<sup>th</sup> day of May, 20 21.  
Day Month Year

Releasor's Signature: [Signature]

Releasor's Printed Name: Robert Howard



**CITY OF ALPINE**  
**STR HOMEOWNER'S ASSOCIATION DECLARATION**

**I DECLARE** the homeowner's association for which this property belongs allows transient rental /short-term rental dwellings.

\_\_\_\_\_  
(Property Address)

\_\_\_\_\_  
(Managing HOA Representative Signature)

Date: \_\_\_\_\_

OR

**I DECLARE** there is no Homeowners Association requirement for this property.

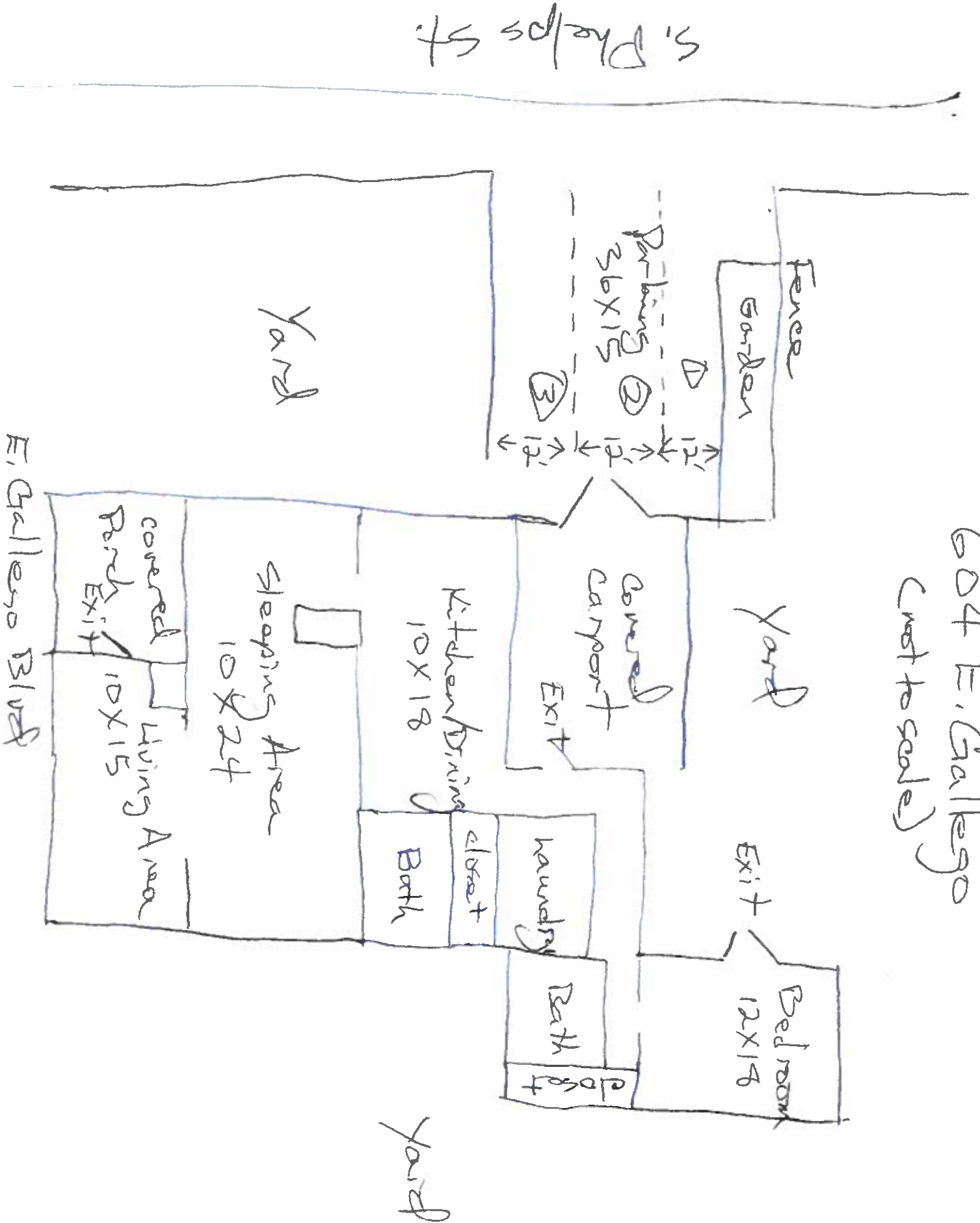
604 E. Gallego Alpine TX 79830  
(Property Address)

[Signature]  
(STR Owners Signature)

Date: 5/10/21

REDACTED DL

604 E. Gallego  
(not to scale)



## RENTAL CONTRACT CASA VIDA

604 E. Gallego Alpine, Texas 79830

1. CHECK-IN TIME IS AFTER 4P.M. CST AND CHECK- OUT IS 11 A.M. CST. (Unless prearranged with manager)
2. This is a NON-SMOKING property. Additional cleaning fee assessed for violation.
3. NO PETS are allowed on the property. Additional flea treatment and odor cleaning fee assessed for violation as well as any pet damage charges. Service dogs allowed with preapproval from manager.
4. ADVANCE PAYMENT – An advance payment equal to 50 percent of the total rental rate, cleaning fee and tax is required upon booking.
5. DAMAGE CHARGES AND VIOLATION FEES – Credit cards will be charged within appropriately 14 days under any of the following circumstances:
  - a. Damage is done to the property or its contents, beyond normal wear and tear.
  - b. Unauthorized charges are incurred and unpaid.
  - c. Debris, rubbish and discards are not placed in trash cans.
  - d. Key is not left in the lock box.
  - e. Household furnishings, including linens and appliances, are missing or damaged.
  - g. Late check out.
  - h. smoking violation or pet violation
6. MAXIMUM OCCUPANCY- The maximum number of guests is limited to six (6) persons.
7. PEAK AND HOLIDAY SEASONS REQUIRE THREE (3) DAY MINIMUM CHARGE. 12.
- NO DAILY MAID SERVICE – While linens and bath towels are included in the house rental, daily maid service is not included in the rental rate, but may be available at an additional rate. Towels, linens or dishes should remain on the property at all times.
8. RENTER MUST BE OVER THE AGE OF 21. We retain the right to refuse rental to anyone.
9. FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.
10. WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance.
11. NO FIRES are permitted ANYWHERE on the property, inside or out.
12. NO LIABILITY is assumed by the property owners or managers associated with the guests' visit. The property owners and managers are not responsible for any accidents, injuries or illnesses that occur on the premises or as a result of the visit. They are not responsible for the loss of personal belongings or valuables of the guests. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises.
13. PAYMENT FOR MISSING OR DAMAGED PROPERTY. The manager will charge the guest's credit card for any missing or damaged property.
14. NO ILLEGAL ACTIVITY IS ALLOWED ON THE PROPERTY.
15. CLEANING: All dishes must be washed and returned to cabinet and foul kitchen or bathroom trash placed in lined trash can on carport. Cleaning fees may be assessed for violations. This helps keep our nightly rates low and our standard cleaning fee charged only for stays of one or two nights.
16. State of Texas HOTEL tax equals 6% of rental and City of Alpine HOTEL tax equals 7% of rental.

BY BOOKING THROUGH HOMEAWAY YOU AGREE TO ALL HOUSE RULES, DAMAGE CHARGES AND VIOLATION FEES.



POLICY NUMBER: 0Y7676174

**SAFECO INSURANCE COMPANY OF INDIANA**  
 Home Office: 350 East 96th St, Indianapolis, IN 46240 (A stock insurance company.)  
**LANDLORD PROTECTION POLICY DECLARATIONS - SPECIAL FORM**

**INSURED:**  
 ROBERT HOWARD  
 2315 WESTFOREST DR  
 AUSTIN TX 78704-5809

**AGENT:**  
 LAKECOUNTRY INSURANCE AGENCY  
 LLC  
 1200 LAKEWAY DR STE 19B  
 LAKEWAY TX 78734-4400  
 TELEPHONE: (512) 608-6822

**DESCRIBED LOCATION:**  
 604 E GALLEGOS AVE  
 ALPINE TX 79830-6334

**POLICY PERIOD FROM:** AUG. 18 2020  
**TO:** AUG. 18 2021

**MORTGAGE SERVICING AGENCY:**  
 NONE

**1ST MORTGAGEE:**  
 NONE

**OCCUPANCY:** TENANT

**LOAN NO.:** NONE

COVERAGES FOR THIS LOCATION		LIMITS	DEDUCTIBLE	PREMIUM
A DWELLING	FIRE	\$ 185,100		\$ 362.00
B OTHER STRUCTURES	SPECIAL			879.00
	FIRE	\$ 18,510		INCL
C PERSONAL PROPERTY	SPECIAL			
	FIRE	\$ 16,330		\$ 49.00
D LOSS OF RENT, RENTAL VALUE, & ADDL LIVING EXP.	BROAD			60.00
		\$ 18,510		INCL
<b>INCLUDED:</b>				
ORDINANCE OR LAW COVERAGE		\$ 18,510		INCL
MOLD REMEDIATION COVERAGE		\$ 5,000		INCL
<b>OPTIONS:</b>				
EXTENDED DWELLING COVERAGE-25% OF COV A LIMIT				\$ 37.00
H-PREMISES LIABILITY (EACH OCCURRENCE)		\$ 500,000		\$ 44.00
PERS. INJURY, WRONGFUL EVICTION, PRIVACY INVASION				INCL
MEDICAL PAYMENTS (EACH PERSON)		\$ 5,000		
<b>CREDITS:</b>				
ADVANCE QUOTE DISCOUNT				\$ -57.00
<b>DEDUCTIBLES:</b>				
WIND/HAIL DEDUCTIBLE - 1% OF DWELLING LIMIT		\$ 1,851		
PROPERTY COVERAGES, EXCEPT AS OTHERWISE NOTED		\$ 1,500		
<b>DWELLING ANNUAL PREMIUM</b>				<b>\$ 1,374.00</b>

THE POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR WIND OR HAIL LOSSES

The dollar amount of each percentage deductible is calculated by multiplying the Coverage A limit of liability shown in your Declarations by the deductible percentage amount. As a result, the calculated dollar amount of each percentage deductible will increase if the Coverage A limit of liability increases and will decrease if the Coverage A limit of liability decreases.

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:

- \$0.00 per installment for recurring automatic deduction (EFT)
- \$5.00 per installment for recurring credit card or debit card
- \$3.00 per installment for all other payment methods

ORIGINAL

10/10/2020 10:00 AM

10/10/2020 10:00 AM

DATE RECEIVED: JUNE 14 2020

**SAFECO INSURANCE COMPANY OF INDIANA  
LANDLORD PROTECTION POLICY DECLARATIONS - SPECIAL FORM**  
CONTINUED

**POLICY FORMS APPLICABLE TO THIS POLICY:**

CHO-1232/TXEP 7/92 - EXECUTION CLAUSE - TEXAS  
P-4115/TXEP R2 8/06 - OPT H PREMISES LIB TX  
P-4103/TXEP R1 2/09 - LANDLORD PROTECTION POLICY - SPECIAL FORM  
P-4200/EP 9/06 - DWELLING FIRE DECLARATIONS PAGE 1  
P-4111/TXEP 2/09 - OPTION A - EXTENDED DWELLING CVRG  
P-4110/TXEP 9/16 - AMENDATORY ENDORSEMENT - LPP TX



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

**11. Executive Session** -

1. Update on pending litigation - Creswell Suit - TML assigned legal council (M. Antrim, Interim City Manager)

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.)

**12. Action – Executive Session** -

1. Action, if any, on pending litigation - Creswell Suit - TML assigned legal council (M. Antrim, Interim City Manager)

I certify that this notice was posted at 2:00 P.M. on May 28, 2021, Pursuant to the Texas Open Meetings Act (Texas Government Code Section 51.043). 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 City Secretary's Office at (432)837-3301 or email [city.secretary@ci.alpine.tx.us](mailto:city.secretary@ci.alpine.tx.us) for further information.

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Geoffrey R. Calderon, Interim City Secretary  
City of Alpine