

City of Alpine
Regular City Council Meeting
Tuesday, June 2, 2020

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 2, 2020 via Zoom Conference, in the City of Alpine, Texas. Meeting login details may be found at 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 Megan Antrim (director.finance@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 City Council Meeting.
3. Public Comments – (limited to 3 minutes per person)
4. Presentation, Recognitions and Proclamations – (A. Ramos, Mayor) –
 - Certificate of Recognition – SRSU Honors Convocation – Outstanding Undergraduate Student in Business Administration Award – Geo Calderon.
5. Reports -
City Mayor's Report – (A. Ramos, Mayor) – None

City Attorney's Report –

- Recommendations for Post-Covid state law changes – municipal powers vs State powers.

City Manager Report –

- COVID-19 Update
- Updates on Pool / Recreation Program
- Large Group Gatherings
- Fire Department Asset Update
- Future Council Meetings / Location

City Staff Update –

- Quarterly Update – Environmental Services by Adelina Beall.
- Tourism / Travel / Covid Update by Director of Tourism Chris Ruggia.
- Update by Director of Finance Megan Antrim.
- Update by Director of Utilities Scott Perry.

6. Public Hearings – None

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

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being discussed separately unless requested by a Council Member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

- A. Approval of minutes from City Council meeting on May 19, 2020. (E. Zimmer, City Manager)

8. Information or Discussion items –

1. Discussion on Short-Term Rental Ordinance. (E. Zimmer, City Manager)
2. Discussion on Loud Noise Ordinance. (E. Zimmer, 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 Resolution 2020-06-04 for the USDA. (E. Zimmer, City Manager)
 2. Discuss, consider, and take appropriate action on Resolution 2020-06-05 on TDEM and CREF Certification for the City of Alpine. (E. Zimmer, City Manager)
 3. Discuss, consider, and take appropriate action on release of water line Easement near the South end of Cactus Street. (E. Zimmer, City Manager)
10. City Councilmember Comments and Answers – No discussion or action may take place.
11. Executive Session - - Pursuant to Texas Government Code 551.071 Consultation with Attorney on a matter for which it is the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct conflict with this Chapter and requires discussion of the item in closed session), and 551.071(consultation with attorney regarding potential or contemplated claims against the City) Pursuant to Texas Government Code 551.074 – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee. –
1. Discuss the Parkhill Smith & Cooper Contract update. (E. Zimmer, City Manager)
 2. Discuss the Ole Crystal Bar Lawsuit against the City of Alpine. (E. Zimmer, 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. Discuss, consider, and take appropriate action, if any, on Parkhill Smith & Cooper Contract updates. (E. Zimmer, City Manager)
2. Discuss, consider, and take appropriate action, if any, on Ole Crystal Bar Lawsuit against the City of Alpine. (E. Zimmer, City Manager)

I certify that this notice was posted at 4:00 P. M. on May 28, 2020, 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 for further information.


Cynthia Salas, City Secretary
City of Alpine

4. Presentation, Recognitions and Proclamations – (A. Ramos, ,Mayor) –

- Certificate of Recognition – SRSU Honors Convocation – Outstanding Undergraduate Student in Business Administration Award – Geo Calderon.

Certificate of Achievement

Geoffrey Calderon

Administration Department

In recognition of your award from Sul Ross State University for
Outstanding Undergraduate Student in Business

Administration

Signed this 2nd of June, 2020.

Andres "Andy" Ramos, Mayor
City of Alpine, Texas



5. Reports -

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

City Attorney's Report –

- Recommendations for Post-Covid state law changes – municipal powers vs State powers.

City Manager Report –

- COVID-19 Update
- Updates on Pool / Recreation Program
- Large Group Gatherings
- Fire Department Asset Update
- Future Council Meetings / Location

City Staff Update –

- Quarterly Update – Environmental Services by Adelina Beall.
- Tourism / Travel / Covid Update by Director of Tourism Chris Ruggia.
- Update by Director of Finance Megan Antrim.
- Update by Director of Utilities Scott Perry.

- Quarterly Update – Environmental Services by Adelina Beall.



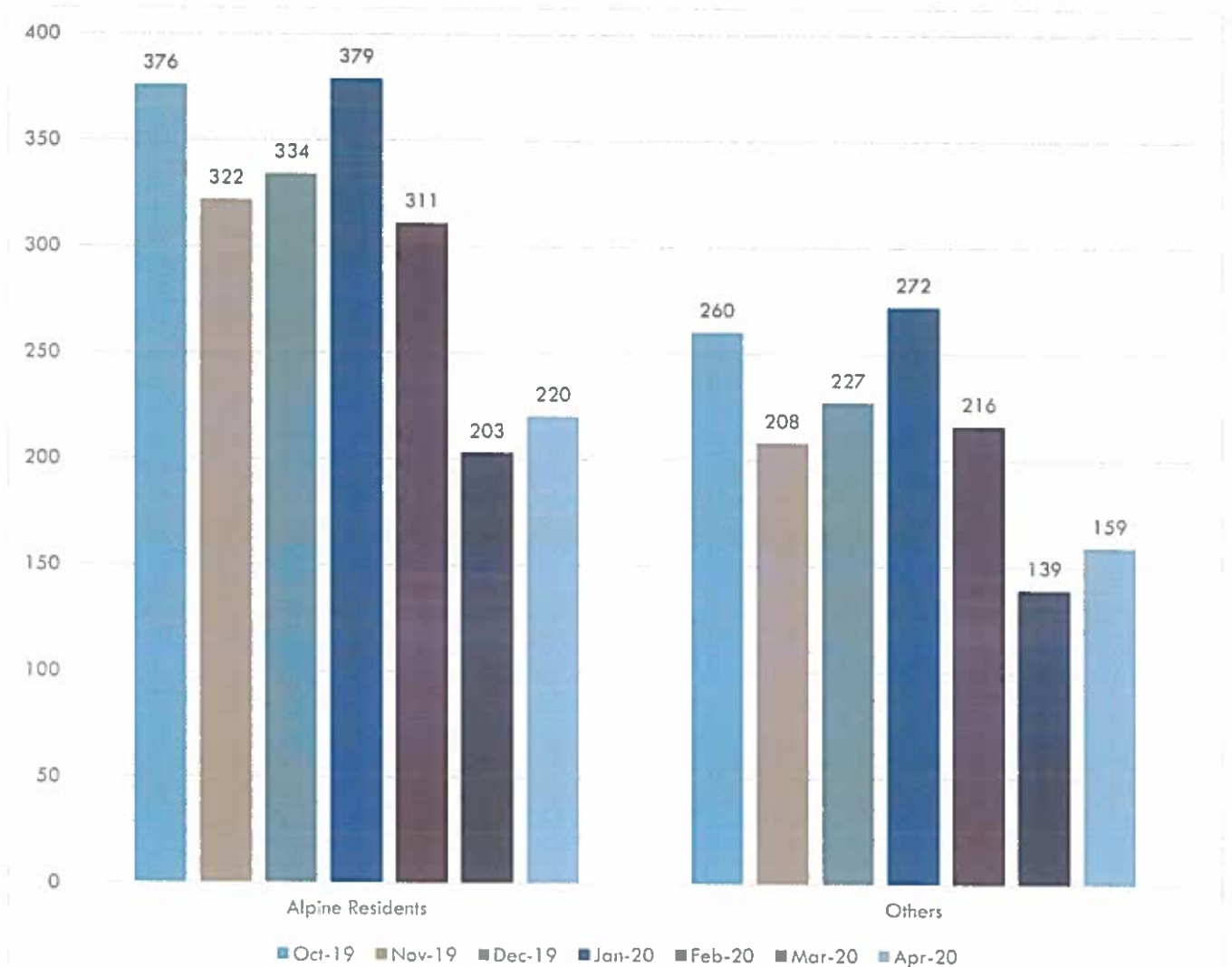
HAL FLANDERS RECYCLING CENTER



06/02/2020

Recycling Report

Part 1: Hal Flanders Recycling Center: FY 19-20



FY 19-20 Total

Alpine Residents = 2145 Others = 1481

FY 19-20 Monthly Average

Alpine Residents = 306 Others = 212

Hal Flanders Recycling Center: FY 18-19

Material	Oct. 2019 – Apr. 2020 Drop Offs
Mixed paper	2616
Newspaper	818
Plastic	2684
Cardboard	2314
Aluminum cans	1998
Glass	2017
Tin	1765
Brush	117
Scrap Metal	53
Bulky	18
Used Oil	88

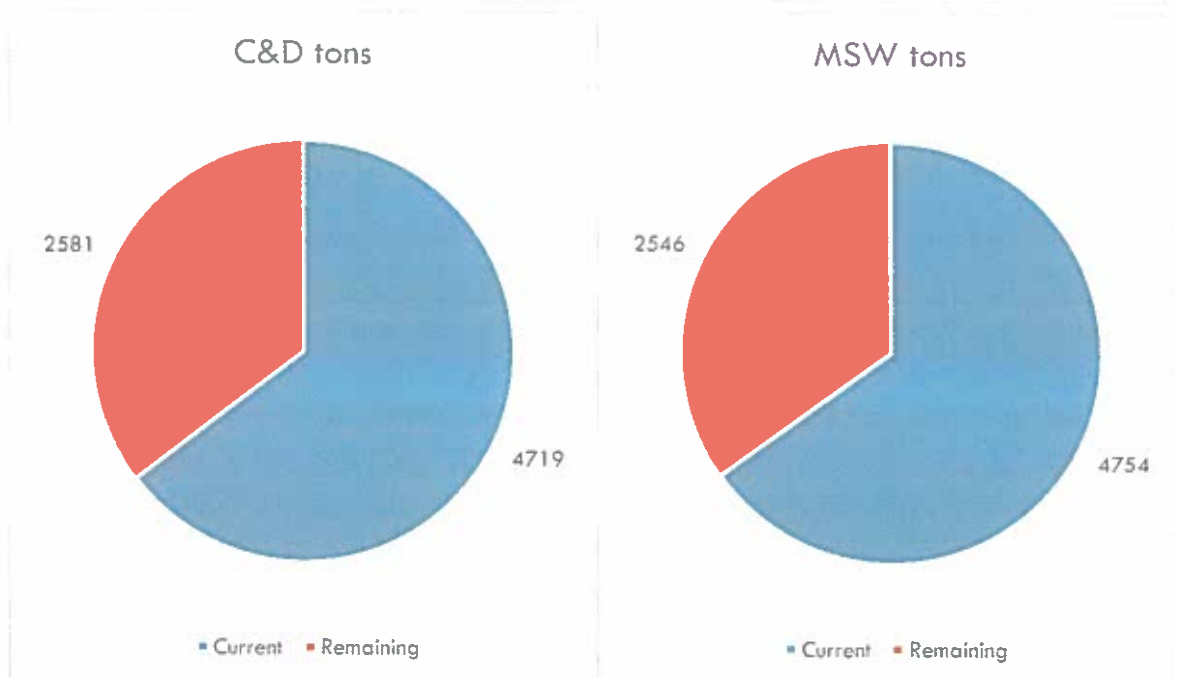
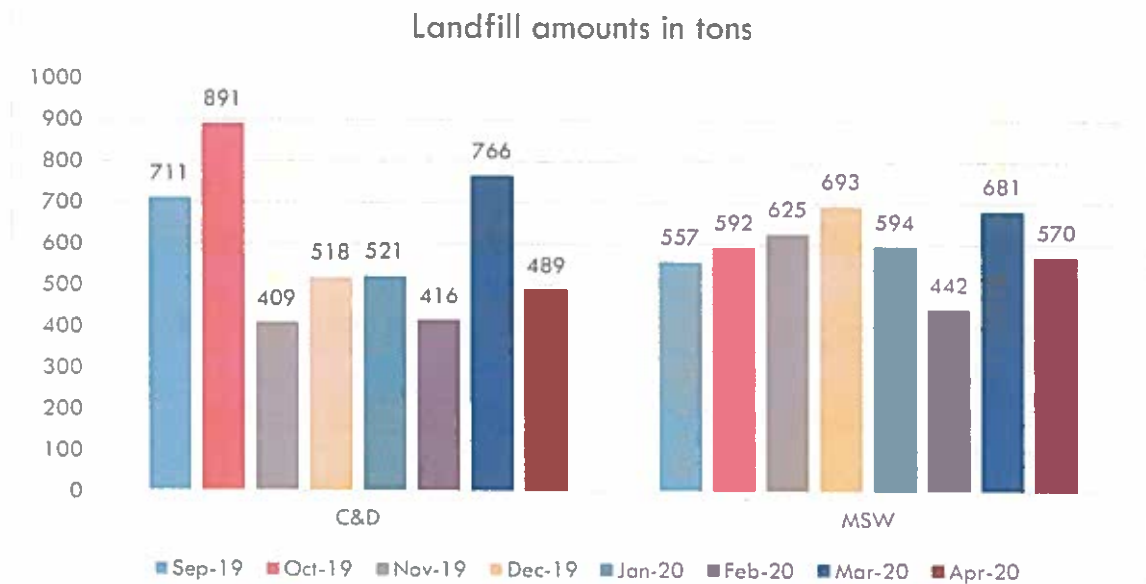
Staffing: 1 Part time tech positions filled

Tires: The recycling center will start taking tires from the public for a fee, effective immediately (6/02/2020). This will facilitate proper tire disposal for residents with scrap tires or residents facing possible code violations. As citizens comply with code enforcement this year, the need for proper tire disposal will increase. The recycling center started collecting data on tire disposal inquiries in January 2020. There have been a number of residents trying to dispose/recycle tires, with inquiries ranging from 4 (recently changed tires) to more than 100 tires (cleaning up properties).

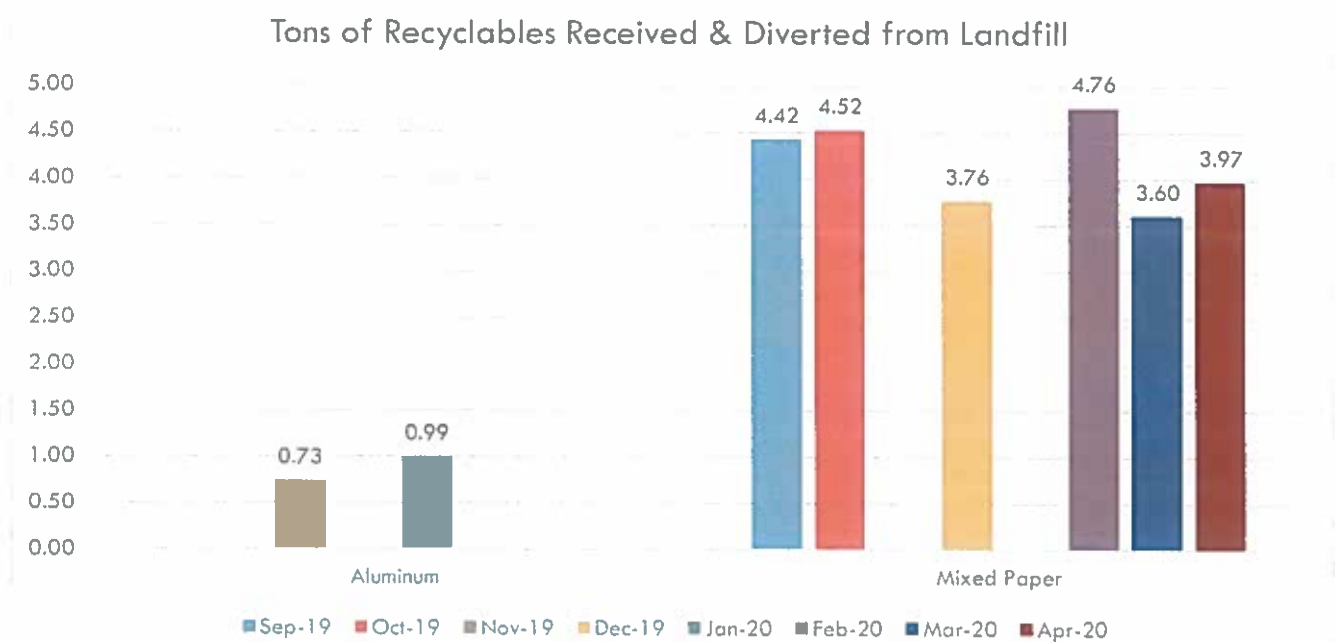
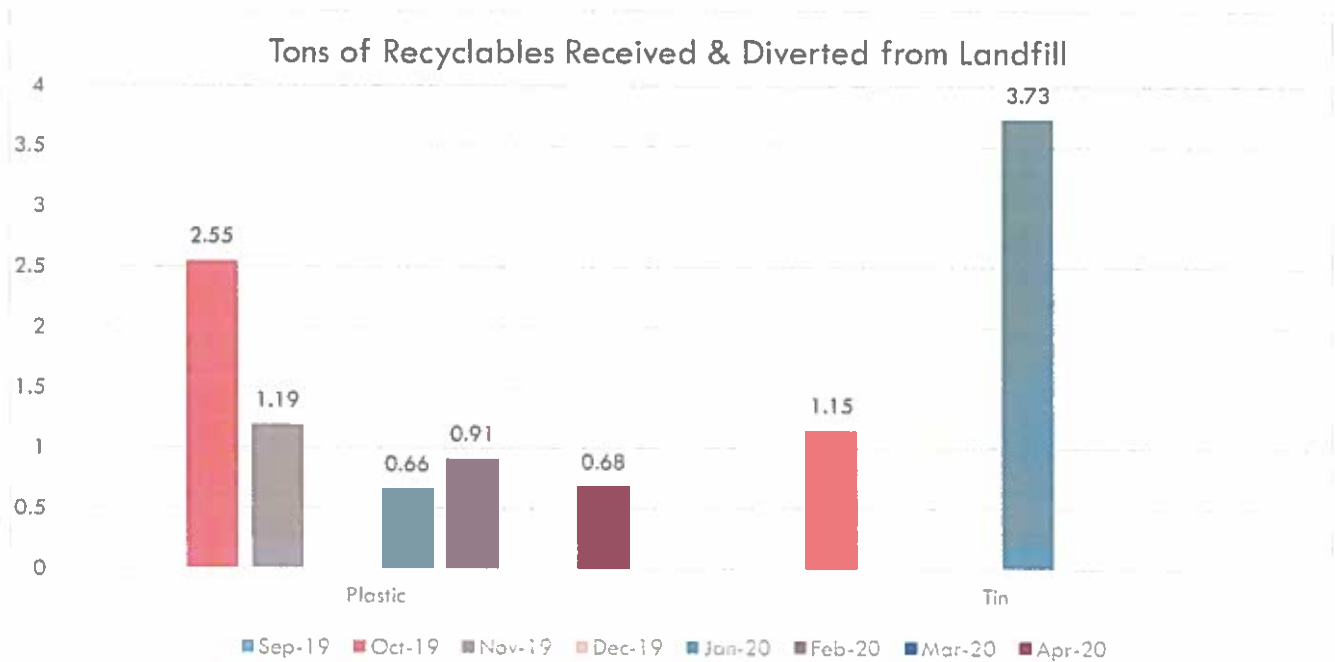
Price per tire	
Pass. Tires up to 19.5"	\$ 5.00 ea.
Truck Tires 20" to 24"	\$ 10.00 ea.
Tractor Tires 24" and up	\$ 75.00 ea.

Part 2: City of Alpine Landfill:

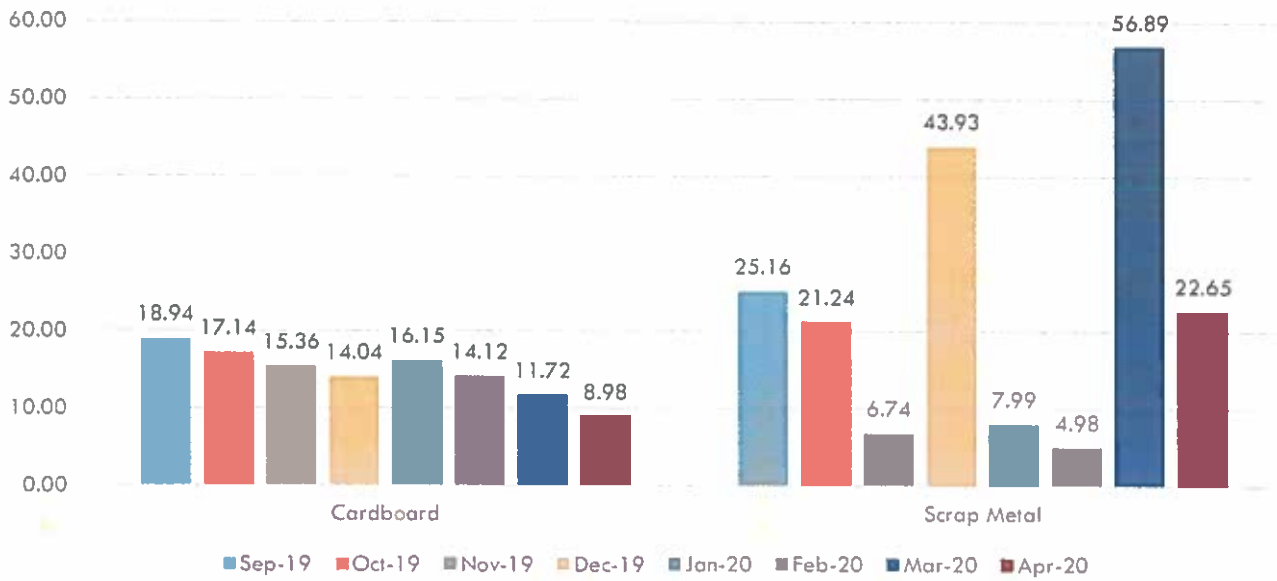
- C&D = construction and demolition
- MSW = municipal solid waste
- Yearly total capacity for each is 7300 tons.
- The yearly total begins on September 1 of each year.



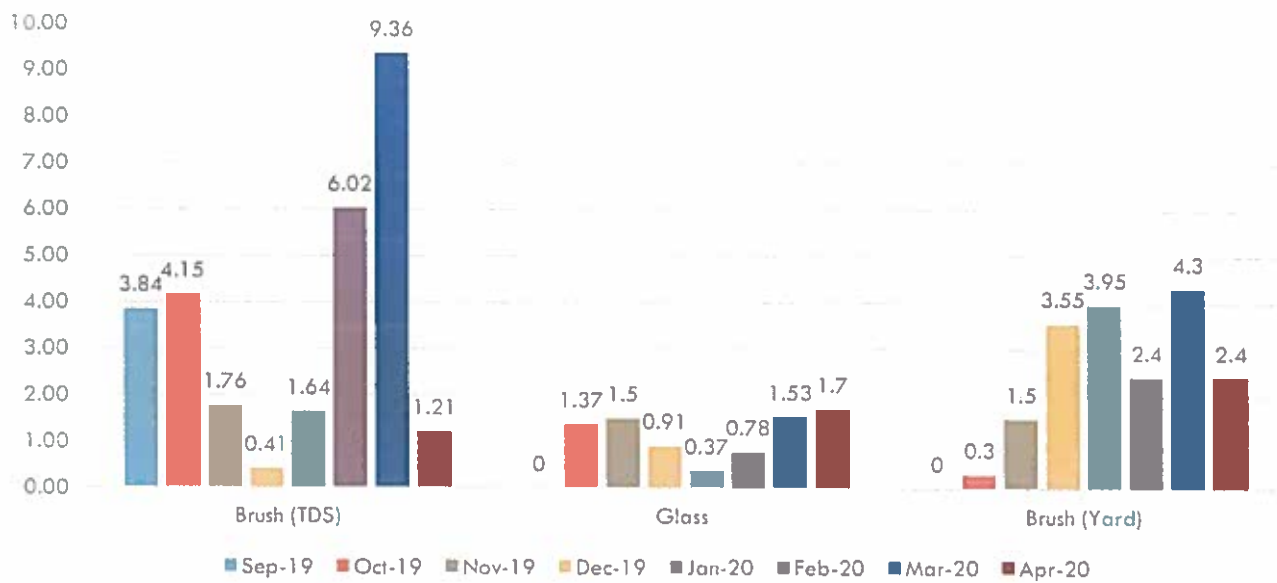
Recycling received & diverted from landfill – including Hal Flanders contributions:



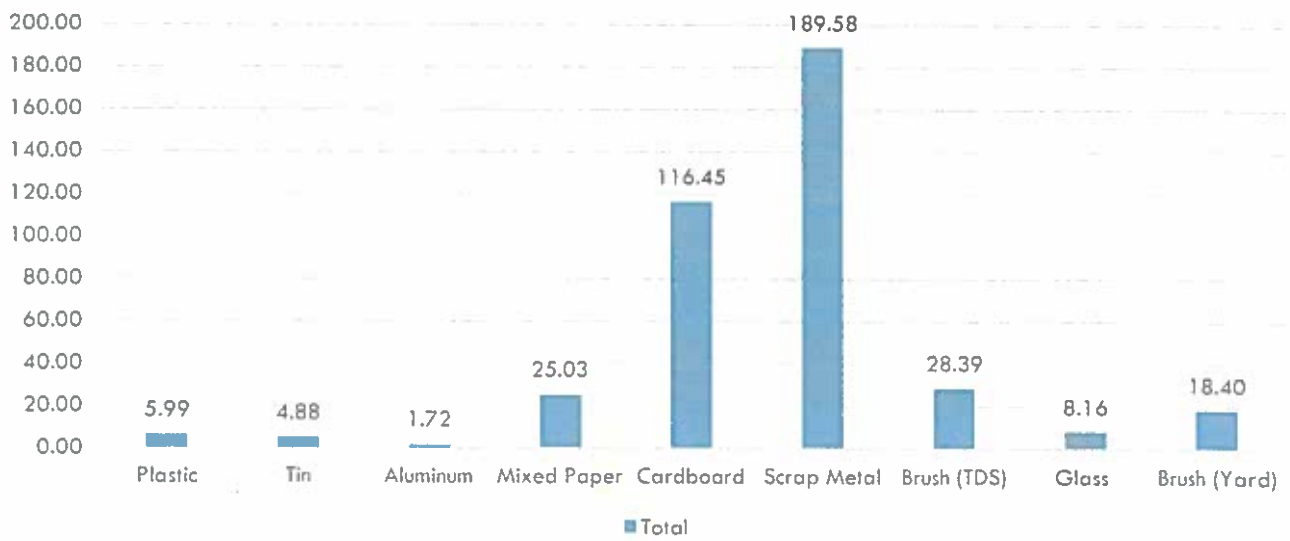
Tons of Recyclables Received & Diverted from Landfill



Tons of Recyclables Received & Diverted from Landfill



Tons of Recyclables Received & Diverted from Landfill
Sept. 2019 - Aug. 2020 Totals



Total Recycled
398.60 US Tons

- Tourism / Travel / Covid Update by Director of Tourism Chris Ruggia.

CITY OF ALPINE DIRECTOR OF TOURISM REPORT FOR APRIL 2020

Budget and administration:

- Prepare ongoing FEMA reports on emergency activities
- Request and receive HOT collections by month from Megan for past year
- Prepare and deliver quarterly tourism report to Council, including COVID-19 economic impact and projections
- Contact all HOT grant recipients asking for report on planned activities and any budget adjustments/reductions in light of pandemic
- Review ad solicitations as they come in against marketing strategy and budget (most are rejected)
- Consult with Erik re: public reaction to tiered response plan, messaging strategy during reopening transition, etc
- Continue filling out activity reports for FEMA and delivering to Megan
- Continue regular twice-monthly Tourism planning meetings with Erik

Plan and execute promotions:

- Execute license for drone/time lapse videos
- Complete custom Google Map of Hancock Hill trails system
- Prepare and send e-newsletter promoting music festival
- Review and edit magazine feature pitch by local writer Kerry Laird for October Ultimate Fandango event in October
- Add new email leads to email list and send Alpine email newsletter re: 1 on 1 on 1 Music Festival and essay by 10-year-old Alpine fan

Worked with Visitor Center Staff on:

- Visitor sample itineraries for in-town visits and day trips from Alpine
- Develop and produce visitor information request postcard and new web form
- Collect and send information requests from Texas Monthly and tourtexas.com
- Musician coordination for music festival
- Develop and execute Earth Day Bingo contest to support Keep Alpine Beautiful's programming after event cancellation
- Discuss proposed post-COVID Walk/Hike Festival
- Help with planning and logo materials for in-house informational handouts
- Plan for future program of regular hotel contacts
- Assist in directing updates to website COVID-19 business updates and regular business listings
- Provide list of registered short-term rentals for updates to website listings
- Recommend printing/distribution of COVID-19 handout & census flyers

Media activity:

- **Texas Highways** - phone interview / online article promoting 1 on 1 on 1 LiveStream Music Festival
- **UK Media** - send music festival press releases to UK rep for Texas State Tourism Office
- **TX Music Office** - send music festival information, receive social media promos
- **Texas Travel Alliance** - send music festival information for distribution
- **CBS7 Midland** - provide video assets of Alpine for news story in response to request by Emergency Coordinator Stephanie Elmore
- **Big Bend Sentinel** - short interview and share presentation slides re: economic

projections

- **Marfa Public Radio** - share information on tiered response matrix, Governor's orders, hotel re-openings and travel industry projections
- **Marie Kondo "Tidy My Town"** - zoom meeting for Parks Board proposal re: call for locations from proposed TV show, review and give input on draft application, coordinate preparation of application video with local personality interviews by Bobby Greeson

Design and produce tourism web presence:

- Several updates to alerts informing visitors of hotels/services status
- Create preliminary Visitor Information Request form to support postcard mailings
- Create mock-ups of new design for site typography and navigation at different device screen sizes

Coordinate with event organizers to assist with their planning, promotional programs and any HOT-funded activities:

- Contact all HOT grant recipients to determine changes in plans/budgets in response to COVID-19
- **Big Bend Film Commission** - consult on Austin Film Festival promo materials
- **Alpine Cowboys Baseball** - receive word confirming cancellation of 2020 Season
- **Viva Big Bend** - discuss tentative plans for event schedule

Review and authorize HOT promotional expenditures:

- Invoicing for Open Sky email newsletter

Oversee all HOT-funded advertising by third parties:

- **Artwalk**- Finalize invoicing for radio ads
- **Museum of the Big Bend** - Follow up on Cowboys & Indians ad invoice, Lubbock Magazine ad invoice
- **Big Bend Film Commission** - follow up on W9 by request from film commission webmaster

Recruitment of workshops, seminars and/or conferences:

- No activity this month

Plan, organize, supervise and participate in trade shows, sales missions, and tours for journalists, agents and event planners:

- No activity this month

Maintain and strengthen industry knowledge by attending industry conferences and training and perform ongoing research on promotional best practices and market conditions:

- Research pandemic response for hotels and restaurants (5+ articles)
- Research pandemic impact on US employment for Council report
- Watch webinar from Texas Travel Alliance re: updates on the CARES Act
- Read *10 things DMOs need to consider in their destination marketing recovery strategy* (<https://www.smgonline.net/post/10-things-dmos-need-to-consider-in-their-destination-marketing-recovery-strategy>)
- Review public travel sentiment research report from U.S. Travel Association
- Read *The coronavirus will create a new kind of tourist*: <https://www.theeagle.com/opinion/>

columnists/the-coronavirus-will-create-a-new-kind-of-tourist/article_d8101e39-692f-5cb1-a1fb-0ed0a5f04b26.html

- Read Matador Network's *COVID-19 Traveler Sentiment Insight Report*
- View Host Compliance Webinar (*What 350 Communities Can Teach You About Short Term Rental Compliance*), send notes on enforcement program to David Hale

Develop and maintain relationships with hotels, restaurants and attractions:

- Receive and answer questions from hotels and short-term rentals re: HOT collections, essential operations, emergency occupancy requirements, other hotels in apparent violation of emergency ordinance, Council responses to Governor's orders
- Manage long and intensive exchanges with hoteliers re: desire to reopen and resistance (from some) to continuing restrictions, work back with Erik and Police Chief to answer questions and address ongoing concerns
- Zoom meeting with THLA re: state and federal laws, emergency orders and local ordinances, collect notes from call and distribute to all hotels

Develop and maintain relationships with local and regional partners:

- **Texas Hotel & Lodging Association** - forward hotel HOT questions that I can't answer for response, request and receive hotel occupancy data from state sources, facilitate zoom call with THLA Lead Counsel Justin Bragiel
- **Big Bend Conservation Alliance** - discussion of 2019-2020 HOT grant, Dark Sky Preserve project, proposed updates to Alpine lighting ordinance, possible Dark Skies HOT category
- **City of Alpine Parks Advisory Board** - zoom meeting re: proposed application to Marie Kondo "Tidy My Town" TV show; distribute draft of custom Google Map of Hancock Hill trails system
- **Sunshine House, Alpine Food Pantry** - assist in coordinating distribution of COVID-19 safety & support handout
- **Alpine Downtown Association** - discuss Governor's orders and Council response, attend regular monthly meeting via zoom, distribute "Travel in the New Normal" guidelines for travel businesses from US Travel Association
- **Big Bend Arts Council** - refer short-term rental owner to BBAC to find artists for their art display/sales space
- **Texas Association of Convention and Visitors Bureaus** - participate in ongoing crisis survey of DMO leaders, review results as released
- **Brewster County Tourism Council** - share information upon request re: short-term rentals in City database

Represent the City of Alpine in regional co-operative promotional partnerships:

- **Marfa, Fort Davis** - consider when to resume co-op print advertorials

Other tasks as they arise:

- **1 on 1 on 1 LiveStream Music Festival** - Create and execute online music festival as relief fundraiser and PR for Alpine: invite musicians (individually and through venues and other Alpine events - especially Viva Big Bend), create logo and poster artwork, develop Facebook page/event and web page with artist lineup and schedule, research technical requirements and run tests, coordinate with relief fund nonprofit, collect artist info and promote extensively on social media, PR campaign of press releases to local/regional/state media, recruit/train/manage volunteers for tech assistance and artist

- communications during event, process/upload prerecorded performances, acquire photography and create interlude slide show videos, execute and manage event (13 hours of music over 2 days), distribute post-event press releases
- Add hotels, restaurants and retailers onto tiered response matrix; distribute proposed response levels to sample groups of affected businesses and incorporate feedback, complete development of tiered response matrix with Marci Tuck, Ekta Escovar and Erik Zimmer
 - Attend virtual Economic Development workshop by State Comptroller's Office, call meeting of ad hoc committee to deliver report, help determine next steps and distribute action plan to group; Discussion with business leaders re: assistance resources for new business opportunities
 - Work with Marci Tuck re: sharing information on state/federal programs that might be helpful to Alpine
 - Encourage local artists to post home studio videos for social media
 - Share new City job openings on social media
 - Share City Manager blog posts, City Council mtg information and recordings on social media
 - Work with Erik, Heather Yadon, Geo Calderon, Marci Tuck and BBRMC on potential (and eventually cancelled) program of printed, social media, and video PSAs promoting the use of face masks; commission but then cancel music for video PSA
 - Develop and produce information sheet with artwork on best health practices backed with support resources, arrange for printing and distribution to Sunshine House, Food Pantry, retailers, etc
 - Handle many, many responses and information requests re: tiered response plan on social media, email, phone
 - Host COVID-19 retailer summit zoom meeting re: tiered response matrix and mask requirement
 - View Governor's press conferences, acquire/read/distribute all of the Governor's Executive Orders related to COVID-19 as well as the Open Texas plan
 - Work with Erik, Marci Tuck and Dr. Escovar in adapting City response to Governor's executive orders
 - **Texas Music Friendly Community program** - send recap of music festival to TX Music Office, begin scheduling virtual workshop with advisory board
 - Add color to census promotional artwork and help to distribute
 - Develop spreadsheet collecting comments/complaints about proposed short-term rental ordinance to ensure all are properly addressed

Print advertising:

None this month

Digital advertising:

- **Alpine Email Newsletter**

April - Sent: Opened: Clicks:

Open Rate:

CTR:

Total cost: \$1,000

- **Facebook/Instagram (Apr 14-May 13)**

166,213 impressions to 96,784 viewers across 3 ad campaigns

Total cost: \$810.31

Cost per thousand impressions: \$4.88

Cost per engagement: \$0.56

- **Glasstire.com**

E-mail newsletter and social media

6,937 impressions and 120 engagements

Cost per thousand impressions: \$56.94

Cost per engagement: \$3.29

Total cost: \$395

Social media & web site activity:

- **Facebook**

31,557 followers (+9.81% over last year)

233,986 impressions, including paid (+28.87% over last year)

86 posts (+82.98% over last year) - All time high!

15,596 engagements (comments, shares) (+75.89% over last year) - All time high!

- **Instagram**

9,907 followers (+55.04% over last year)

31 posts (+63.16% over last year) - All time high!

12,847 likes (+245.07% over last year) - All time high!

120 comments (+380% over last year)

- **Twitter**

1,448 followers (+11.38% over last year)

57 tweets (+35.71% over last year) - All time high!

19,890 impressions (-11.94% from last year)

851 engagements (likes, retweets) (+46.47% over last year)

- **visitalpinetx.com**

4,112 visitors (-16.39% from last year)

10,032 page views (-25.05% from last year)

- **Mobile app & web maps**

319 visitors (-8.86% over last year)

1,122 page views (-59.49% from last year)

16 iOS downloads (-63.63% from last year)

4 Android downloads (-71.43% from last year)

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.)

- A. Approval of minutes from City Council meeting on May 19, 2020. (E. Zimmer, City Manager)

City of Alpine
Regular City Council Meeting
Tuesday, May 19, 2020
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 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 Curry, Councilor Olivas, Councilor Betty Fitzgerald, Councilor Escovedo, Councilor Stephens, and Mayor Ramos were present via zoom. City Secretary, Cynthia Salas reported that the agenda was posted at 5:00 P.M. on May 14, 2020. City Manager Erik Zimmer, City Secretary, Cynthia Salas, and City Attorney Rod Ponton also attended via zoom.
3. Public Comments (limited to 3 minutes per person) –
4. Presentations, Recognitions and Proclamations – (A. Ramos, Mayor) – None
5. Reports – Copies of the charts presented during the meeting are posted on the City website at <https://www.cityofalpine.com/Alpine%20City%20Council%20-%20CM%20Report%203-17-2020.pdf>

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

City Attorney's Report –

- SB-2 Property Tax Restriction and effect on City Budget.
- Municipal Court Update

City Manager Report –

- COVID-19 Update
- Economic Development
- Budget Timelines

City Staff Updates –

- Report on Grant Funding Update – CARES Act Reimbursement, FEMA, Airport by Grant Writer Marci Tuck.
- Report on Building and Code Enforcement Updates by Building Official David Hale.
- Report on Street Updates by Director of Public Works Eddie Molinar.
- Report on Covid Response Update by Chief Robert Martin.

6. Public Hearings – None

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

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

Council minutes: 05-19-2020

Approved: 06-02-2020

1. Approval of minutes from City Council meeting on May 5, 2020. (E. Zimmer, City Manager)

Motion was made by Councilor Stephens, by Resolution 2020-05-06 to approve the consent agenda as presented. Motion was seconded by Councilor Lucy Escovedo. Motion unanimously carried.

8. Information or Discussion items –

1. EMS Readout by Mike Scudder. (E. Zimmer, 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 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 on Resolution 2020-05-08 to enter into a one year (12 month) agreement with WTG for June 2020 to June 2021 for the purchase of gas. (E. Zimmer, City Manager) – **Motion was made by Councilor Stephens, by Resolution 2020-05-08 to enter into a one year (12 month) agreement with WTG for June 2020 to June 2021 for the purchase of gas at \$3.45 per MMBtu. Motion was seconded by Councilor Lucy Escovedo. Motion unanimously carried.**

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

11. Executive Session - Pursuant to Texas Government Code 551.071 Consultation with Attorney on a matter for which it is the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct conflict with this Chapter and requires discussion of the item in closed session), and 551.071(consultation with attorney regarding potential or contemplated claims against the City) Pursuant to Texas Government Code 551.074 – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee. – 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 5:00 P.M. on May 14, 2020, 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:

Cynthia Salas, City Secretary

Council minutes: 05-19-2020

Approved: 06-02-2020

I, Cynthia Salas, City Secretary, do certify that this notice was posted at 5:00 P.M. on May 14, 2020, and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Cynthia Salas, City Secretary

8. Information or Discussion items –

1. Discussion on Short-Term Rental Ordinance. (E. Zimmer, City Manager)
2. Discussion on Loud Noise Ordinance. (E. Zimmer, City Manager)

1. Discussion on Short-Term Rental Ordinance. (E. Zimmer, City Manager)

SHORT-TERM RENTAL ORDINANCE ISSUES

I. What Purpose Does the Proposed Ordinance Serve?

These are the issues we have to consider, and we welcome your ideas in how to meet the following needs:

1. Compliance with Hotel Occupancy Tax Laws

All of you have registered your short-term rentals and are remitting the hotel occupancy taxes as required by state law. Roughly 40% of the identified short-term rentals are not meeting their legal obligations. The primary (but NOT the only) purpose for the proposed ordinance is to give a stronger enforcement vehicle for bringing these operations into legal compliance.

2. Meet Basic Business Requirements

While the relatively low barriers to entry make short-term rentals an attractive proposition for additional income, they are still businesses providing a service to the public. As such, they must meet some of the same basic requirements as other commercial operations.

3. Protect Residential Neighborhood Character

While it is not yet a significant issue in Alpine, many other communities have had serious problems with the impact on quality of life for residential neighborhoods from a constant flow of short-term guests. In particular, the “Local Responsible Party” requirement is intended to address some of the issue that other communities have faced.

II. Issues & Questions Raised

In your comments on the proposed ordinance, the following concerns were raised:

1. Fees

Some of you were under the impression that you would be charged BOTH the \$350 AND \$100 fees. This is not the case! It is an either/or situation, where no one would be charged both fees.

Under the existing ordinance, a Conditional Use Permit with a fee of \$350 dollars would be required every two years, and if nothing is changed, that is what will be required. Just because it wasn't enforced before does not remove the obligation. The new proposal is that the Conditional Use Permit for short-term rentals would be charged at \$100, with an annual renewal at the same rate. This is a \$75 savings per year under the new ordinance.

Additionally, we are proposing that short-term rentals who have been collecting the Hotel Occupancy Tax would not have to pay the fee at all for the first year, so you would have that additional savings.

The permit is required under basic zoning structures because the short-term rental use is outside of the defined uses in both Residential and Commercial districts. Unlike many cities, Alpine is allowing short-term rentals in all of our zoning districts once a permit is acquired.

While some of you have protested the imposition of any fees at all, the \$100 level is actually quite modest compared to most other communities' requirements. As a point of comparison, Austin requires a \$572 fee for the first year of operations, and a \$313 renewal fee subsequently.

Some have asked about the distinction between a Short-Term Rental under this ordinance and a "Bed & Breakfast", which would still require the \$350 fee for their Conditional Use Permit. The difference is the operation of food service to guests in a Bed & Breakfast, which adds the function of a restaurant to the lodging business.

2. Fire Inspection

The City has adopted the International Fire, Property Maintenance and Building Codes. These codes mandate annual inspections for ALL businesses. Short-term rentals are not being singled out in this respect, but they are being acknowledged as businesses that serve the public, and thus they are required to meet safety standards.

Several of you commented that the inspection requirement is intrusive, that the Airbnb platform has its own requirements and that system of guest reviews is a sufficient safeguard of public safety.

3. Liability Insurance

There is a need to protect yourself and your immediate neighbors from damage or other liability that might occur during a short-term stay.

Hotels and bed and breakfasts do carry commercial insurance. Commercial insurance policies usually start at 1 million in coverage for hospitality entities. Most Homeowners insurance policies deny claims for short-term rentals because vacation rentals function as a business. Reviewing Airbnb's "Host Guarantee" is important and states that it is not an insurance policy and Airbnb strongly encourage you to purchase insurance that will cover you and your property for losses caused by guest actions/accidents.

4. Parking

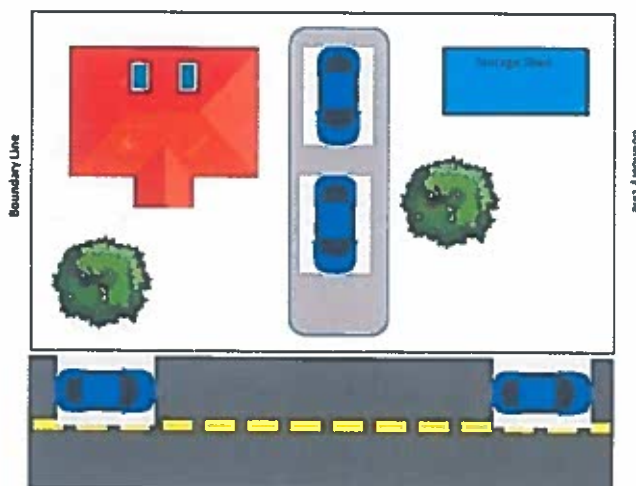
The attached image shows a proposed change to the off-street parking requirements for a Residential District short-term rental. The purpose of this requirement is to prevent repeated over-parking within a residential area, which would negatively impact the neighbors and the residential character of the neighborhood.

Most of those who expressed concern about the parking requirements are operating in a Commercial District, however, where parking is a different situation. In the case of a short-term rental operating with a valid Conditional Use Permit in a Commercial district, the public on-street parking is available to your customers just as it is to those of any other business on your street. You would only have problems if your customers prevented other businesses from having reasonable access to parking spaces, which might be a cause for them to make a complaint.

CITY OF ALPINE Off Street Parking Plan Requirements and Example

The Maximum amount of motor vehicles at a Residential District short-term rental shall be limited to the number of available off-street parking spaces. Additional street parking shall be limited to boundary points. It shall be unlawful for an owner or person to permit, allow or advise occupants to park more vehicles on the premises than the available off-street parking spaces, or to suffer or permit parking of vehicles on an unapproved surface.

The parking diagram can be as simple as the example below. Draw the property boundaries, the house or building, other structures, then draw the locations of the parking spaces with dimensions. Parking will be verified during the home inspection.



5. Penalties

The Penalty defined in the ordinance is primarily intended as a disincentive to running an unlicensed short-term rental. An enforcement mechanism is necessary or there is no reason for people to follow the law. The \$2,000 is a maximum amount and would likely only be approached in the case of a repeat offender flagrantly ignoring the license requirement.

SHORT-TERM RENTAL ORDINANCE WORKSHOP

The following is a record of the Zoom workshop held Thursday, May 21, plus email and phone comments before and after. These are not direct quotes, but summaries of the main points.

ENFORCEMENT

Bethany Brookover: How is the City currently finding noncompliant short-term rentals?

Chris Ruggia: Geo Calderon has manually searched the platforms, identified the properties, and found the owners in the public records.

Larry Nichols: Why didn't we enforce the ordinance before now?

David Hale & Chris Ruggia: The City is in the process of cleaning up the ordinance structure to make enforcement both feasible and reasonable.

Cathy Wright: How many short-term rentals are registered currently?

Chris Ruggia: 43

FEES

Pate Brookover: Why do we need a fee?

David Hale: Partly to manage the program, like any other permitting.

Pate Brookover: How much do hotels & motels pay?

After quite a bit of discussion and clarification:

David Hale: Hotels pay \$350 first year for their Conditional Use Permit, then \$75-120 twice a year for state-mandated safety inspections

Chris Ruggia: Short-term rentals will need the Conditional Use Permit, but their cost will be \$100 annually.

David Leet: Why can't the 7% hotel tax pay for the permits?

Chris Ruggia: There are specific legal requirements for HOT funds. A small amount is allowed for administration, but it's already appropriated. Since the \$100 is so much lower than the usual \$350, the City is already absorbing much of the cost for planning & zoning etc, for the Conditional Use Permits.

David Hale: The 7% pays for advertising to boost the business for short-term rental

Liz Sibley: Would prefer that the \$100 fee go to enforcement of noncompliant businesses rather than to annual inspections. Do sting operations, give a \$250 fine and give 30 days to get compliant.

David Hale: Enforcement is definitely part of the program.

Liz Sibley: Considering getting out of the short-term rental business. The added layers of regulation in the new ordinance, combined with increased costs from coronavirus for extra cleaning, toiletries, etc., it's just not worth it anymore. A lot of us are on the verge of chucking in the towel and this ordinance could easily be the thing that pushes us over the edge if it is too onerous.

David Hale: We do not want to discourage great short-term rental owners such yourselves who are a great attraction for the City. We don't want anyone to leave.

Dave Leet: But that is what's going to happen.

Chris Ruggia: We all can agree that running a business for the public carries at least some level of responsibility. How would you all suggest that the City ensure safety for owners who are not as responsible as yourselves?

Larry Nichols: An initial inspection and no more unless there is a reason to think they have changed things.

Cathy Wright: What about fee level being tied to revenues? For a very small place that doesn't rent often, the percentage of their sales the fee represents might be enough to shut them down.

Mark Houston (phone): Pro-rate the fees by room revenue so it matches what the hotels pay per room. Short-term rentals' benefit to the community outweighs the benefit to the City of the fees.

FIRE INSPECTION

Sharon Kelner (email): If the fire inspection is not more detailed than the basic insurance requirements, she is okay with it.

Cathy Wright: Who inspects the hotels and who do they pay for their inspection fees?

David Hale: The State Fire Marshall does the inspections, and the fees are paid to the state.

Cathy Wright: When was the Fire, Property Maintenance and Building Code adopted for the City and where can one find that on the City web site?

Dave Leet: Was it adopted in its entirety, or just in part?

David Hale: It was adopted in its entirety, with no amendments. David believes it is available on the City website under Government > Code of Ordinances > Building & Construction.

(Note from Chris Ruggia: At Government > Code of Ordinances > Buildings & Building Regulations, there is a reference to the "International Building Code (IBC) and the International Residential Code (IRC) a true copy of which is on file with the city secretary" but the full code is not there. The ordinance notes show that it was adopted in April of 2005.)

Dave Leet: So the inspections were required all along but not enforced?

Chris Ruggia: Yes.

Dave Leet: If there are no known problems, why do it?

David Hale: Under the code all business would get an annual inspection, and since short-term rentals are classified by the City and the State as businesses, it is automatically part of the program.

Liz Sibley: A fee is reasonable, but other jurisdictions where she has short-term rentals (Austin, Florida) do not require an annual inspection. Why are we doing it differently?

David Hale: He does not know what Austin does or why, but under the International Fire Code which the City adopted, it requires every business to have an annual fire inspection.

Liz Sibley: Austin requires proof of insurance, a copy of the policy with numbers redacted. Liz questions the need and says that since many short-term rentals are in homes, the inspection feels invasive.

Dave Leet: Agrees with Liz. It is “ridiculous,” and we should be able to make exceptions within the code.

Larry Nichols: The code will make people not want to run short-term rentals. Tourism, SRSU and Law Enforcement are the drivers of our economy, and the ordinance will hurt the City by discouraging tourism more than it will help. Why not a one-time inspection, with no more until something changes that justifies it?

David Hale: The concerns are understood, but the annual inspection ensures that no changes have occurred that introduce a safety hazard. Changes to the building require their own, different inspection.

LIABILITY INSURANCE

Liz Sibley: Insurance companies are prickly about short-term rentals. They do searches, due diligence, and require either photos or in-person inspections themselves (smoke detectors, fire extinguishers). If you get three bad reviews, Airbnb will remove you – guests are very exacting and many will complain if anything is wrong. That part is covered!

Chris Ruggia: How do all of you handle your insurance coverage now?

Bethany Brookover (Bethany is an insurance agent): Most homeowner’s policies will not cover short-term rentals anymore, but you can get an extension to cover it, or a separate policy for short-term rentals where the owner does not also live. Most insurance companies do their own inspections of these properties.

Liz Sibley: Her insurance company did in-person inspections in Austin and Florida. In Alpine, they did a video survey, a long questionnaire and went back and forth several times on things they wanted her to improve on. It was an exhaustive process, and she feels that it more than handles the safety question that the City inspections are intended to address.

Bethany Brookover: The insurance companies are the ones with more at stake than the City. Their money is on the line, with the financial incentive to make sure the properties are safe.

Chris Ruggia: What is a reasonable requirement in your opinion?

Bethany Brookover: it is their choice, but most people carry at least \$500,000 on a homeowner’s policy. Stand-alone policies start at \$500,000 and the premium difference for \$1 million is negligible.

Pate Brookover: Why is there a requirement?

Chris Ruggia: For David, what are the requirements for other kinds of businesses?

David Hale: Most businesses choose to carry insurance to cover personal liability claims, though it is optional. As a City, we feel that there should be some form of personal liability insurance for short-term rentals.

Bethany Brookover: What is the skin in the game for the City? Why do they care whether people have liability insurance?

David Hale: It is the Building Department's responsibility to protect the safety of the residents of the City of Alpine.

Between Bethany Brookover and David Hale: Other kinds of businesses are not required to show liability insurance to the City, but hotels do.

Liz Sibley: At her other short-term rentals, to get a Certificate of Occupancy, they require a drivers license and proof of insurance but you don't have to tell them the level of coverage. It isn't unreasonable to require insurance, but it is too much to require \$1 million.

Mark Houston (phone): Insurance companies' inspections are enough to ensure the safety of the property.

PARKING

Larry Nichols: If we aren't having a problem, leave parking out. He has stayed in short-term rentals in many larger tourist-destinations cities and parked on the street every time

Cathy Wright: Alpine Guest Quarters has 4 spaces, but sometimes they find other people are using them.

Chris Ruggia: The proposed ordinance does not affect commercial district parking at all. The on-street parking is available to their customers as it is to any other business, and they would only have problems if their business was filling so many spaces that their neighboring businesses' customers were not able to park and there complaints.

PURPOSE FOR ORDINANCE

Bethany Brookover: Besides non-compliance, what problems has the City had with short-term rentals? What issues raise the need for the ordinance?

Chris Ruggia: We don't want an ordinance on the books that we don't want to enforce, so the current ordinance needs to be replaced. When we look at that, we look at the issues faced by other communities, and we consider how to prevent those problems in the future. Specifically, there are often negative impacts on the character of residential neighborhoods. That's why we are requiring a local contact so the City knows exactly who to contact in the event of complaints.

Dave Leet: It sounds like we are trying to solve a problem that doesn't exist. If there is a problem in a neighborhood, the neighbors can complain. The inspections, fees, ordinance, all will drive people out of business.

Bethany: A lot of these issues are already addressed on the platforms with their reviews system, and the City can contact the host through the platforms.

Mary Bell Lockhart: Recommends keeping the ordinance as general as possible, leaving out specific standards like the parking spaces – make those things part of the inspection process to make it more flexible and changeable without going through the ordinance process every time.

Liz Sibley: Agree that it is best to keep things flexible, and tighten up as real-time conditions require.

Liz Sibley (email): HOT compliance has a consensus, pass that requirement and the local contact requirement, but minimize the rest. The fee is reasonable, and an insurance requirement without mandating the specifics, but the parking and in-person inspections are deal-breakers that will make people decide to close.

TIMING

Several short-term rental owners commented that the timing of the ordinance was bad, coming on the heels of forced closures and in the face of reduced demand during the coronavirus pandemic (Sharon Kelner, Sandra Pratt via email).

Mark Houston (phone): HOT payments, and then fees/regulations are too much of a burden for his tight margin and causing him to shut down the short-term rental. The City is burdening their businesses when they are down. Waiving even a single month's utility bill would be a meaningful action that would help him stay in business.

Larry Nichols: Wait, form a small committee to meet in person and hash out a compromise ordinance at that time. It is unreasonable to slap us with regulations when we are suffering from the coronavirus situation

Pate Brookover: Agrees

Liz Sibley: 6 months from now, it will be a lot easier to deal with these questions. We are all reeling from the lack of bookings, and psychologically it is a hard time to be enthusiastic about this. Many are looking to shift to long-term rentals anyway. Carla McFarland has said she would love to be on a committee.

Dave Leet: Agrees, first identify the problem and then find out what to do without driving people out of business.

Cathy Wright: 6 months would give time to work on compliance.

Land Usage and Zoning

David Hale: These things are concrete requirements, and factors that cannot be taken out of the equation

Liz Sibley: What does that mean for short-term rentals?

David Hale: Some municipalities have outlawed short-term rentals in some zones. Alpine intends to allow it in all districts, but as Building Official and Code Inspector, he has to document that land use

SCHEDULE OF DISTRICTS

Section I. - Establishment of districts.

In order to regulate and restrict the locations of trades and industries and the location of buildings erected or altered for specified uses, and to regulate and limit the height and bulk of the buildings hereafter erected or altered, to regulate and determine the area of yards and other open spaces, and to regulate and limit the density of population, the City of Alpine is hereby divided into districts, of which there shall be nine known as:

"R-1"—One-Family District

"R-2"—Multi-Family District

"R-3"—Apartment District

"R-4"—Mobile Home District

"C-1"—Neighborhood Commercial District

"C-1A"—Neighborhood Commercial District

"C-2"—Business District

"C-0"—Office Services District

"M-1"—Industrial District

The districts aforesaid and the boundaries of such districts are shown upon the map accompanying and a part of this ordinance, being designated as "Official Zoning Map," and said map and all the notations, references and other information shown thereon shall be as much a part of this ordinance as if the matters and information set forth by said map were all fully described herein.

Section II. - "R-1"—One-family district.

- A. In the R-1 district, no building or land shall be used and no building shall hereafter be erected or structurally altered, unless otherwise provided in this ordinance, except as described by the following:

Single-family residential (detached)

Local utility service

- B. Uses permitted subject to conditional use permit. The following uses may be permitted, some subject to a conditional use permit as provided in Section 20:

Bed and breakfast, VRBO

Day care services

Educational facilities*

Home occupations subject to approval of home occupation application provisions***

Libraries, museums

Municipal buildings, other city installations

Park**

Religious assembly

*School, public or private, having a curriculum equal to a public elementary, high school or institution of higher learning.

**Public parks, playgrounds, golf courses (except miniature), public and community buildings.

***Excluding beauty shops, barber shops, retail sales, and retail sale or service of food in any form.

C. Each site in the R-1 district shall be subject to the following site development regulations:

Feature	Regulations
Lot size	7,000 square feet minimum
Lot width	50 feet
Height	2½ stories or 35 feet
Front yard	25 ft*
Street side yard	12 feet 6 inches*
Interior side yard	5 feet*
Rear yard	25% of depth or not < 25 feet
Residential density	One per lot, not to include accessory structures
Minimum dwelling areas (Footprint of Home)	1000 Sq Ft
Maximum building coverage	40% primary structure
Maximum impervious coverage	49% all structures
Nonconforming uses	Section 4
Special yard regulations	Section VIII
Fences, walls and visibility	Section 6
Parking	1 Off street minimum

Temporary/accessory building	≤ 40% of required rear yard
Home occupations	Section 20

*No window sills, belt courses, cornices, and other architectural features will project within the setbacks stated above.

D. Modular home specifications:

- (1) Modular homes must have a certified seal is set by the manufacturing housing standards classifying homes as "modular homes".
- (2) All modular homes shall have the appearances and foundation structure of a site built home.
 - a. Masonite, hardy board, wood, brick or stucco types of siding shall be permissible. No type of crib walls for underpinning are allowed.
 - b. Under floor venting shall be installed as required in the 2012 International Residential Code.
 - c. Foundation footings shall comply with minimum of 12-inch width and 12-inch depth unless certain soil types require more footing depth or width.
 - d. All exterior wall shall be supported on a continuous solid concrete footing placed on undisturbed soil with a stem wall of concrete or grouted masonry block (8x8x16) containing vertical #3 or #4 rebar, every four feet on center.
 - e. There shall be an exterior masonry (block) stem wall filled with concrete at every vertical rebar riser with the appropriate concrete anchor system installed. All exterior stem wall blocking on the last coarse shall be filled with concrete to form a bond beam. Column footings, pier pads must be 24-inch width, 24- inch length and 12- inch depth with #4 rebar with a 12-inch center grid. Blocking for pier pads shall be at least an 8x8x16 inch concrete block mortared or grouted into place with vertical rebar extending from the pier pad into the block courses.
 - f. All modular homes after completion shall have backfill material placed around the perimeter to facilitate drainage of water away from the building with a minimum fall of six inches within ten feet.

Section III. - "R-2"—Multi-family district.

- A. This zone is intended to provide for medium density living, for example, with not more than one (two bedroom) dwelling unit permitted for each 3,500 square feet of lot area. (See Site Development Regulations). Additional uses necessary and incidental to multiple family residential dwellings are also permitted.
- B. Principal permitted uses:
 - Duplex
 - Local utility service
 - Group Residential*
 - R-1 single-family residential

Townhouses

*Two separate single-family structures on one lot.

The following uses may be permitted, some subject to a conditional use permit as provided in Section 20.

Bed and breakfast, VRBO

Day care services

Educational facilities*

Home occupations subject to approval of home occupation application provisions***

Libraries, museums

Municipal buildings, other city installations

Park**

Religious assembly

*, **, *** same as stated in R-1.

C. Each site in the R-2 district shall be subject to the following site development regulations:

Feature	Regulation
Lot size	7,000 square feet
Lot width	50 feet
Height	2½ stories or 35 feet
Front yard	25 feet*
Street side yard	12 feet 6 inches*
Interior side yard	5 feet*
Rear yard	20% of depth or not < 20 feet
Minimum dwelling areas (living area only)	750 square feet
Residential density	Minimum site area per dwelling units: 1 Bedroom 3,000 square feet

	2 Bedroom 3,500 square feet
Maximum impervious coverage	49% all structures
Maximum building coverage	32% of allotted space per unit
Nonconforming Uses	Section 4
Special yard regulations	Section VIII
Fences, walls and visibility	Section 6
Parking	Off street, 1 per unit minimum
Temporary/accessory building	≤ 40% of required rear yard
Home occupations	Section 20

***No window sills, belt courses, cornices, and other architectural features will project within the setbacks stated above.**

Section IV. - "R-3"—Apartment district.

- A. This zone is intended to provide for higher density living, for example, with not more than one (two bedroom) dwelling unit permitted for each 3,500 square feet of lot area. Additional uses necessary and incidental to multiple family residential dwellings are also permitted. It is a zone well suited as a buffer between single family uses and other more intense uses. This zone is typically associated with the medium density residential land use category, but is not allowed within other land use categories.

Principal permitted uses. Buildings, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following uses:

Apartment houses

Local utility service

Multiple family dwellings

R-1 single-family residential

R-2 Duplex

R-2 group residential*

R-2 townhouses

*Same as stated in R-2.

- B. Uses permitted subject to conditional use permit. The following uses may be permitted subject to a conditional use permit as provided in Section 20.

Bed and breakfast, VRBO

Day care services

Educational facilities*

Home occupations subject to approval of home occupation application provisions***

Libraries, museums

Municipal buildings, other city installations

Religious assembly

*, *** Same as stated in R-1.

- C. Each site in the R-3 district shall be subject to the following site development regulations:

Feature	Regulation
Lot size	7,000 square feet
Lot width	50 feet
Height	3 stories or ≤ 45 feet
Front yard	25 feet*
Street side yard	≤ 2 stories same as R-1, > 2 stories additional 1 foot*
Interior side yard	≤ 2 stories same as R-1, > 2 stories additional 1 foot*
Rear yard	20% of depth or not < 20 feet
One-family	4,000 square feet
Two-family	5,000 square feet
> two families	+ 500 square feet per family
Maximum impervious coverage	Interior lot 55%, corner lot 46%

Maximum building coverage	Interior lot 45%, corner lot 40%
Nonconforming uses	Section 4
Site development regulations	R-3 apartment use requires submittal of architectural plans.
Special yard regulations	Section VIII
Fences, walls and visibility	Section 6
Parking	Off street, 1 per unit minimum
Home occupations	Section 20

*No window sills, belt courses, cornices, and other architectural features will project within the setbacks stated above.

Section IV-A. - "R-4"—Mobile home district.

- A. This zone is intended to provide homes manufactured in one or more modules at a site other than the home site. Additional uses necessary and incidental to the operation of a residential dwelling are also permitted. This zone is typically associated with the low and medium density residential land use category and is not permitted in other land use categories.

Principal permitted uses. Buildings, structures and lands shall be used and structures shall hereinafter be erected, altered, or enlarged only for the following uses:

HUD Code manufactured homes**

Local utility service

R-1 Single-family residential

R-2 Duplex

R-2 Group Residential*

R-2 Townhouses

*Same as stated in R-2.

**HUD Code manufactured home compliance: Certificate of occupancy shall not be issued until compliance with the Texas Department of Housing and Community Affairs/Manufactured housing Division: Administrative Rules of the Texas Department of Housing and Community Affairs 10 Texas Administrative Code, Chapter 80.

- B. Uses permitted subject to conditional use permit. The following uses may be permitted subject to a conditional use permit as provided in Section 20.

Bed and Breakfast, VRBO

Day care services

Home occupations subject to approval of home occupation application provisions***

New concept housing****

Religious assembly

***Same as stated in R-1.

****housing built with non-standard building practices such as: connex containers, rammed earth, papercrete, hay bail, and those not specifically addressed in the building code.

Each lot in the R-4 district shall be subject to the following site development regulations:

Feature	Regulation
Lot size	6,000 square feet
Lot width	50 feet
Height	1 story
Front yard	20 feet*
Street side yard	12 feet 6 inches*
Interior side yard	5 feet*
Rear yard	18% or \leq 25 feet
Residential density	1 mobile home per lot
Minimum dwelling area	850 square feet
Maximum impervious area	56% all structures
Nonconforming uses	Section 4
Special yard regulations	Section VIII

Fences, walls and visibility	Section 6
Parking	Off street, 1 per unit minimum
Home occupations	Section 20
Manufactured home skirting	Required within 90 days of occupancy**

*No window sills, belt courses, cornices, and other architectural features will project within the setbacks stated above.

**All mobile homes and prefabricated units shall be skirted on all four sides with a material that is compatible in strength and decor with the main structure.

Section V. - "C-1"—Neighborhood commercial district.

- A. This zone is intended to provide for the establishment of restricted commercial facilities, to serve the conveniences and needs of the immediate neighborhood and must be compatible with the residential character and environment of the neighborhood. These uses generally result in limited traffic generation.

Principal permitted uses. Building, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following:

Automatic laundry

Automobile parking lots

Bakery employing not more than five persons

Bank

Barber and beauty shops

Billiard or pool hall

Cafeteria

Cleaning and pressing shops

Clinic

Drug Store

Filling station

Florist shops

Grocery

Ice retail distributing, no manufacture

Mortuaries

Motel and tourist courts

Moving picture theater, not drive-in

Office

R-1 single family residential

R-2 multi-family residential

Radio repair and sales

Radio studio

Real estate office

Restaurant and taverns

Shoe repair

Stores and shops for custom work of the making of articles to be sold at retail on the premises only.

Stores and shops for retail only

Studio (art, music, photography)

Washateria

Any other retail use provided such use is not noxious or offensive by reason of the emission of odors, soot, dust, noise, gas, fumes or vibration, but excluding such uses as are enumerated in the business and industrial districts.

*None of these stores or uses shall be open for business before 7:00 a.m. nor 12:00 p.m., on any day of the week, except by special permit of the city council.

B. Each site in the C-1 district shall be subject to the following site development regulations:

Feature	Regulation
Lot size	7,000 square feet
Lot width	50 ft
Height	2½ stories or 35 feet
Front yard	25 feet*

Street side yard	12 feet 6 inches*
Interior side yard	5 feet*
Rear yard	15 feet
Maximum impervious coverage	N/A
Maximum building coverage	N/A
Nonconforming uses	Section 4
Special yard regulations	Section VIII
Fences, walls and visibility	Section 6
Parking	1 space for each 400 square feet, 1 additional space for each 1,000 square feet above first floor
Signs	Sign Ordinance

*No window sills, belt courses, cornices, and other architectural features will project within the setbacks stated above

Section Va. - "C-1A"—Neighborhood commercial district.

- A. Principal permitted uses. Building, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following:

Automatic laundry

Automobile parking lots

Bakery employing not more than five persons

Bank

Barber and beauty shops

Billiard or pool hall

Cafeteria

Clinic

Cleaning and pressing shops

Drug store

Filling station

Florist shops

Grocery

Ice retail distributing, no manufacture

Manufactured housing, manufactured housing park, and recreational vehicle parks

Mortuaries

Motel and tourist courts

Moving picture theater, not drive-in

Office

R-1 single-family residential

R-2 multi-family residential

R-4 mobile home district

Radio repair and sales

Real estate office

Restaurant and taverns

Radio studio

Shoe repair

Stores and shops for retail only

Stores and shops for custom work of the making of articles to be sold at retail on the premises only.

Studio (art, music, photography)

Washateria

Any other retail use provided such use is not noxious or offensive by reason of the emission of odors, soot, dust, noise, gas, fumes or vibration, but excluding such uses as are enumerated in the business and industrial districts.

- B. Each site not used for manufactured housing park or recreational vehicle park in the C-1A district shall be subject to the following site development regulations:

Feature	Regulation
---------	------------

Lot size	7,000 square feet
Lot width	50 feet
Height	2½ stories or 35 feet
Front yard	25 feet*
Street side yard	12 feet 6 inches*
Interior side yard	5 feet*
Rear yard	15 feet
Maximum impervious coverage	N/A
Maximum building coverage	N/A
Nonconforming uses	Section 4
Special yard regulations	Section VIII
Fences, walls and visibility	Section 6
Parking	1 space for each 400 square feet, 1 additional space for each 1,000 square feet above first floor
Signs	Sign Ordinance

- C. Each manufactured home park in the C-1A district shall be subject to the following site development regulations:

Feature	Regulation
Site area	1 acre minimum

Minimum site density	6 space minimum
Individual site area	5,376 square feet
Manufactured home space width	42 feet
Depth	128 feet
Front yard	20 feet*
Street side yard	≥ 10 feet
Interior side yard	5 feet*
Rear yard	15 feet
Driveway Requirement	Homes shall abut driveway not < 12 feet in width, which shall have unobstructed access to a public street. Entrances and exits to a public street or highway must meet approval of the city.
Height	1 story
Fire protection	No open fires
Parking	1 off-street per unit
Fences, walls and visibility	Section 6
Open space requirements	10% of the total park area for active and passive recreation
Skirting	Required within 90 days of occupancy* **

*All mobile homes and prefabricated units shall be skirted on all four sides with a material that is compatible in strength and decor with the main structure.

****HUD Code Manufactured Home Compliance: Certificate of Occupancy shall not be issued until compliance with the Texas Department of Housing and Community Affairs/Manufactured housing Division: Administrative Rules of the Texas Department of Housing and Community Affairs 10 Texas Administrative Code, Chapter 80.**

- D. *Register of occupants.* It shall be the duty of each licensee under the provisions of the article to keep a register containing a record of all manufactured housing owners and occupants located within the manufactured housing park. The register shall contain the following information:

1. The name and address of each manufactured housing occupant.
2. The license number and owner of each manufactured housing.

The park shall keep the registration available for inspection at all times by law enforcement officials, public health officials and other officials whose duties necessitate acquisition of the information contained in the register. The register records shall not be destroyed from a period of three years following the date of registration.

- E. *Supervision.* A responsible attendant or care taker, owner or operator shall be in charge of a park at all times to keep the manufactured housing park, its facilities and equipment in a clean orderly and sanitary condition. The attendant or caretaker, owner or operator shall be responsible, with the licenses, for any violation of the provisions of this article.

- F. *Required.* It shall be unlawful for any person to maintain or operate a manufactured housing park within the limits of the city unless such person shall first obtain a license.

- G. *Application.* Application for a manufactured housing park license shall be filed with the administrative official. The application and all accompanying plans and specifications shall be in writing, signed by the applicant and shall include the following:

1. The name and address of the applicant.
2. The location and legal description of the manufactured housing park.
3. A complete plan of the park showing compliance with the requirements of this article.
4. Plans and specifications of all building and other improvements constructed or to be constructed within the manufactured housing park.
5. A fee for application and license of \$500.00.

- H. *Application of nonconforming mobile home space.* Upon a written application of the owner, a legal nonconforming manufactured housing space as defined herein may be registered as such. Such application shall contain a site plan. If the city official is satisfied with the correctness of the information contained therein, the administrative official shall register such space(s) as legal nonconforming manufactured housing spaces and a record of such registration shall be maintained in the planning and inspection department. Upon making a determination of the accuracy of the information contained therein, the administrative official is authorized and directed to place or cause to be placed upon every manufactured housing occupying legal nonconforming space as of the date of such determination, a weather resistant sticker containing such information as is deemed necessary by the administrative official for proper enforcement.

- I. *Registration period, applicable provisions.* Any person owning a manufactured housing park having therein a manufactured housing space(s) in existence, as evidence by utility hookups, on the effective date of this chapter shall have a period of six months from such date to register such space or spaces and have same designated as legal nonconforming spaces. The failure to timely file a completed application for such designation will result in the loss of any nonconforming rights.

- J. *Newly annexed territory, applicable provisions.* With regard to any newly annexed territory, the owners of any manufactured housing spaces contained therein shall have a period of six months from the date annexation is completed to apply for registration as a legal nonconforming space.

- K. *Transfer of ownership to legal nonconforming space.* The designated legal nonconforming space shall run with the land and the transfer of ownership in property so designated shall in no way work to terminate the nonconforming status of such property. Provided however, when an individual owning a registered legal nonconforming manufactured housing space transfers ownership in the same by any means, notice shall be given to the administrative official within six months after the title thereto is transferred.
- L. *Nonconforming space coverage.* No more than 50 percent of the total square footage of any legal nonconforming manufactured housing space may be covered by any manufactured housing placed thereon. The total floor area excluding the hitch shall be used in the computation of space coverage.
- M. *Violation; penalty; additional remedy.* A person who violates this chapter is guilty of a separate offense for each day or portion of a day on which the violation is committed, and each offense is punishable at \$100.00 a day. A person violating any provision of this chapter may be enjoined by a suit filed by the city in a court of competent jurisdiction, and this remedy is in addition to any other penalty provision.
- N. Each recreational vehicle park in the C-1A district shall be subject to the following site development regulations:

Feature	Regulation
Site area	1 acre minimum
Maximum site density	30-space maximum per acre
Individual site area	1,250 square feet
Recreational vehicle space width	25 feet
Depth	50 feet
Fences, walls and visibility	Section 6
Open space requirements	10% of the total park area for active and passive recreation
Fire protection	No open fires
Driveway requirement	Homes shall abut driveway not < 12 feet in width, which shall have unobstructed access to a public street. Entrances and exits to a public street or highway must meet approval of the city.

- O. *Water supply.* An adequate supply of pure water for drinking and domestic purposes shall be supplied to meet the requirements of the park.
- P. *Sewage; waste disposal.* Each R.V. space shall be provided with a trapped sewer and individual clean-out at least three inches in diameter, which shall be connected to receive the R.V. facilities.
- Q. *Sanitation facilities in parks allowing temporary overnight parking.* Each park that allows temporary overnight parking shall be provided with toilets, baths or showers, shop sinks, and other sanitation facilities which shall conform to the following requirements:
1. The toilet and other sanitation facilities for males and females shall either be in separate buildings or shall be separated, if in the same building, by a soundproof wall.
 2. Toilet facilities for males shall consist of not less than one flush toilet and one urinal for every 15 dependent R.V.'s, one shower or bathtub with individual dressing accommodations for every ten dependent R.V.'s and one lavatory for every ten dependent R.V.'s.
 3. Toilet facilities for females shall consist of not less than one flush toilet for every ten dependent R.V.'s, one shower or bathtub with individual dressing accommodations for every ten dependent R.V.'s, and one lavatory for every ten dependent R.V.'s.
 4. Each toilet and each shower or bathtub with individual dressing accommodation and handicap accessibility shall be in a private compartment.
 5. Service buildings housing the toilet facilities shall be permanent structures complying with all applicable laws and statutes regulating buildings, electrical installations and plumbing and sanitation systems.
 6. Service buildings housing the toilet facilities shall be located not closer than ten feet nor farther than 300 feet from any R.V.s.
 7. The service buildings shall be lighted at all times of the day and night, shall be well ventilated with screened openings, shall be constructed of such moisture proof material and shall be maintained at a temperature of at least 68 degrees Fahrenheit. The floors of the service buildings shall be of water impervious material.
 8. All services buildings and the grounds of the park shall be maintained in a clean, slightly condition and kept free of any condition that will menace the health of any occupant or the public or constitute a nuisance.
- R. *Register of occupants.* It shall be the duty of each licensee under the provisions of the article to keep a register containing a record of all R.V. owners and occupants located within the R.V.'s park. The register shall contain the following information:
1. The name and address of each R.V. owner or occupant.
 2. The license number and owner of each R.V.
- The park shall keep the registration available for inspection at all times by law enforcement officials, public health officials and other officials whose duties necessitate acquisition of the information contained in the register. The register records shall not be destroyed for a period of three years following the date of registration.
- S. *Supervision.* A responsible attendant or care taker, owner or operator shall be in charge of a park at all times to keep the R.V. park, its facilities and equipment in a clean, orderly and sanitary condition. The attendant shall be answerable, with the licenses, for any violation of the provisions of this article.
- T. *Required.* It shall be unlawful for any person to maintain or operate a R.V. park within the limits of the city unless such person shall obtain a license.
- U. *Application.* Application for a R.V. park license shall be filed with the administrative official. The application and all accompanying plans and specifications shall be in writing, signed by the applicant and shall include the following:

1. The name and address of the applicant.
 2. The location and legal description of the R.V. park.
 3. A complete plan of the park showing compliance with the requirements of this article.
 4. Plans and specifications of all building and other improvements constructed or to be constructed within the R.V. park.
 5. A fee for application and license of \$500.00.
- V. *Application of nonconforming space.* Upon a written application of the owner, a legal nonconforming R.V. park as defined herein may be registered as such. Such application shall contain a site plan. If the city official is satisfied with the correctness of the information contained therein, the building official shall register such R.V. park as legal nonconforming and a record of such registration shall be maintained in the planning and inspection department.
- W. *Registration period, applicable provisions.* Any person owning an R.V. park having therein an R.V. park space(s) in existence, as evidenced by utility hookups, on the effective date of this chapter shall have a period of six months from such date to register such R.V. park and have same designated as legal nonconforming spaces. The failure to timely file a completed application for such designation will result in the loss of any nonconforming rights.
- X. *Newly annexed territory, applicable provisions.* With regard to any newly annexed territory, the owners of any R.V. park contained therein shall have a period of six months from the date annexation is completed to apply for registration as a legal nonconforming.
- Y. *Transfer of ownership to legal nonconforming space.* The designated legal nonconforming park shall run with the land and the transfer of ownership in property so designated shall in no way work to terminate the nonconforming status of such property. Provided however, when an individual owning a registered legal nonconforming R.V. park transfers ownership in the same by any means, notice shall be given to the administrative official within six months after the title thereto is transferred.
- Z. *Violation; penalty; additional remedy.* A person who violates this article is guilty of a separate offense for each day or portion of a day on which the violation is committed, and each offense is punishable at \$100.00 a day. A person violating any provision of this chapter may be enjoined by a suit filed by the city in a court of competent jurisdiction, and this remedy is in addition to any other penalty provision.

Section VI. - "C-2"—Business district.

- A. Principal permitted uses. Building, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following uses:

Any use permitted in C-1

Auto repair garage

Automobile, truck and bus service and repairs

Baggage, transfer, storage, and warehouse

Cabinetmaker

Carpenter Shop

Carpet cleaning

Ice manufacture

Lumber yard

Motorcycle repairing

Paint shop

R-1 single-family residential

R-2 multi-family residential

Sheet metal shop

Stone monument works, retail only

Storage warehouse

Taxicab storage and repair

Used car lot

Any other retail or wholesale use provided such use is not noxious or offensive by reason of emission of odors, soot, dust, noise or vibrations, not excluding such uses are enumerated in the industrial district

B. Each site in the C-2 District shall be subject to the following site development regulations:

Feature	Regulation
Lot size	5,000 square feet
Lot width	50 feet
Height	3 stories or 35 feet
Front yard	N/A
Street side yard	N/A
Interior side yard	N/A

Section VI-A. "C-0"—Office services district

A. *Purposes of district.* The office services district is designed to permit those business and professional services that serve primarily the nearby residential areas or adjacent retail and commercial establishments. Activity is characterized by a relatively low daily volume of direct customer contact. The regulations of the district are designed to permit the allowed uses while providing protections to adjacent residential development. The district may be located appropriately either as a buffer between residential and more intensive commercial or industrial uses, or as freestanding zone placed for maximum efficiency of service to surrounding residential uses.

Principal permitted uses. Building, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following uses:

Beauty shop

Dental, medical and optical laboratories.

Health service facilities: Clinics, offices for dentists, doctors and other practitioners of the healing arts licensed or similarly recognized under the laws of the State of Texas

Office, business: Any office in which goods, wares or merchandise are not commercially sold or exchanged

Office, professional: Accountant, architect, engineer, lawyer, surveyor, or realtor.

Offices for specialists in supportive health fields such as physical, audio and speech therapy, physiotherapy, podiatry, and psychological testing and counseling.

R-1 single family residential

Studio: for professional work or teaching of any form of commercial or fine arts, photography, music, and drama dance.

Each site in the C-0 district shall be subject to the following site development regulations:

Feature	Regulation
Lot size	7,000 square feet
Lot width	50 feet
Height	2½ stories or 35 feet
Front yard	25 feet
Street side yard	12 feet 6 inches
Interior side yard	5 feet
Parking	1 off street minimum, 1 for every 400 square feet of commercial use
Site development regulations	Property use category defines site regulations

B. *Accessory uses.* Any use may be established as an accessory use to any permitted principal use, provided that such accessory use:

(a) Is customarily incident to and is maintained and operated as a part of the principal use; and

- (b) Is not hazardous to, and does not impair the use or enjoyment of, the nearby property in greater degree than the principal use with which it is associated; and
- (c) Does not create levels of noise, odors, vibration and lighting, or degrees of traffic congestion, dust or other pollutants, in a greater amount than that customarily created by the principal use; and
- (d) Is located behind the minimum front and side street building setback lines, except that parking areas may extend to the property lines along front and side streets.

(Ord. No. 2015-06-02A, 7-16-2015)

Section VII. - "M-1"—Industrial district.

- A. Principal permitted uses. Building, structures and lands shall be used, and buildings and structures shall hereinafter be erected, altered or enlarged only for the following:

R-1 single-family residential

R-2 multi-family residential

R-4 mobile home district

C-1 neighborhood commercial district

C-2 business district

- B. Each site in the M-1 district shall be subject to the following site development regulations: *Reserved.*

Section VIII. - Additional use, height and area regulations and exceptions.

- A. *Use regulations.* On all existing rights-of-way of railroad companies, regardless of the zoning district in which such rights-of-way are located, railroad tracks and accessories to railroad movement may be constructed or maintained.

- B. *Height and area regulations.*

1. Public, semi-public or public service buildings, hospitals, institutions or schools, when permitted in a district, may be erected to a height not exceeding 60 feet, and churches and temples may be erected to a height not exceeding 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit otherwise provided in the district in which the building is located.
2. Chimneys, cooling towers, elevator bulk heads, fire towers, grain elevators, flour mills, monuments, stacks or scenery lofts, tanks, water towers, ornamental towers and spired church steeples, radio or television towers or necessary mechanical appurtenances, may be erected to a height in accordance with ordinances which may be hereafter adopted by the City of Alpine. In the absence of such ordinances, there shall be no height limitation for these structures.

- C. *Area regulations.*

1. Front yard—Where 40 percent or more of the frontage on one side of a street between two intersecting streets is developed with buildings that have observed (with a variation of five feet or less) a front yard greater in depth than herein required, new buildings shall not be erected closer to the street than the front yard so established by the existing buildings. In determining such front yard depth, buildings located entirely on the rear one-half of a lot shall not be counted.

2. A side yard of not less than 25 feet on the side of the lot adjoining an R-1 or R-2 district, shall be provided for all schools, libraries, churches, community houses, clubs and other public or semi-public buildings hereafter erected or structurally altered.
3. Garages detached or attached to the main use building which enter on the side street of a corner lot, shall maintain a side yard of five feet in front of the garage.

Cross reference— Businesses, Ch. 22.

Section 20. - Conditional use permit.

The purpose of this procedure is to provide for review and discretionary approval of uses typically having unusual site development features or unique operating characteristics requiring special consideration so that they may be located, designed, and operated compatibly with uses on surrounding properties and within the city at large. The conditional use permit process is intended to encourage broad public review and evaluation of site development features and operating characteristics and to ensure adequate mitigation of potentially unfavorable impacts.

(Ord. No. 2016-08-02, 9-20-16, Ord. No. 2016-10-03, 11-1-16)

Section 20.01 - Additional requirements for bed and breakfast uses.

All bed and breakfast use facilities shall be subject to the following additional requirements to those set forth otherwise in the City of Alpine's Ordinances:

- A. Only overnight guests may be served meals except in zones permitting restaurant use. Such meals shall be limited to continental-type breakfast consisting of pastries prepared by a licensed provider, milk, cereal, fruit, fruit juice and coffee unless the facility meets the State of Texas and Brewster County Health Division requirements for commercial food service.
- B. All signs must comply with the city's sign ordinance (Currently Chapter 78 of the Code of Ordinances.)
- C. All bed and breakfast facilities must comply with all State of Texas and City of Alpine building codes for existing or new construction, as applicable, including ADA standards.
- D. Bed and breakfast facilities shall comply with the regulations for fire protection set forth in the appropriate International Construction Codes, the latest version adopted by the city at the time of construction or conversion to bed and breakfast use using the "Lodging and Rooming Houses" regulations.
- E. External lighting shall be shielded from adjoining properties.
- F. All functions such as weddings, parties or other gatherings shall be limited to commercial zoning districts.

(Ord. No. 2016-08-02, 9-20-16, Ord. No. 2016-10-03, 11-1-16)

Section 20.02. - Bed and breakfast compliance use permit.

- A. All bed and breakfast uses must acquire and maintain a bed and breakfast compliance use permit commencing on mm/dd/yyyy for new uses prior to the issuance of a certificate of occupancy and for existing uses on mm/dd/yyyy. The permit is valid for a two-year period and shall be renewed by the owner for each two-year period.
- B. The permit will be issued pursuant to an application containing the name of the applicant and owner of the property if not the same, the address of the property, a diagram showing the proposed layout of the property use and any other details required such as food service, signs, type of lighting and parking, and any other information required by the city's administrative official to implement the provisions hereof.
- C. For all renewing permits, proof that the City of Alpine Hotel-Motel Tax has been continuously paid as required for the previous period. This requirement may be waived if all reports are on file with the city.

- D. Any evidence required by the city's administrative official that the property complies with all zoning district regulations applicable to the property, and additional requirements for a bed and breakfast as set forth in sections 20.01 and 20.02.
- E. Payment of the fee set forth by the city council in section 20.04.
- F. The permit, or any renewal will be denied or revoked if the above conditions are not complied with and maintained for the permit period. Any person or entity denied a permit or renewal or from whom or from which a permit was revoked may appeal such denial to the district court) following the notice and rules of procedure set forth for the (district court) in this Code of Ordinances.
- G. The ability of the city to deny or revoke the permit shall not prohibit the city from exercising other remedies, such as prosecution for ordinance violation, seeking an injunction or any other remedy available to it.

(Ord. No. 2016-08-02, 9-20-16, Ord. No. 2016-10-03, 11-1-16)

The State of Texas
City of Alpine

County of Brewster

CITY OF ALPINE
ORDINANCE NO. 2020-03-02

AN ORDINANCE ADDING ARTICLE V TO CHAPTER 90 OF THE ALPINE MUNICIPAL CODE

SECTION 120. A NEW ARTICLE IS ADDED TO CHAPTER 90 OF THE ALPINE MUNICIPAL CODE TO READ AS FOLLOWS:

ARTICLE V

AN ORDINANCE OF THE CITY OF ALPINE, TEXAS; PROVIDING FOR THE REGULATION OF SHORT-TERM RENTALS. ESTABLISHING AUTHORITY TO ENFORCE; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

NOW THEREFORE IT BE ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS:

That the “**Short-term Rental**” Article of the Code of the City of Alpine, Texas is hereby established and shall read as follows:

SEC. 90 – 121 GENERALS

This ordinance as herein established has been written for the purpose to control, manage and limit short term rentals commonly referred to as vacation rentals within allowable districts described in the zoning ordinance. The intent of this chapter is to safeguard the life, health, safety, welfare and property of the occupants of residential dwelling units, the neighbors of said occupants, the general public and to minimize adverse impacts to the housing supply caused by the conversion of residential units to tourist or transient use.

DEFINITIONS

SEC. 90 – 122 Definitions

Administrator means the Director of the department designated by the City Manager to enforce and administer this Chapter, including the Director’s designees.

Advertise means the act of drawing the public’s attention to a short-term rental in order to promote the availability of the residence for use as a short-term rental. Said advertising may be found in any medium, including but not limited to, newspaper, magazine, brochure, website, or mobile application.

Bedroom means the living area(s) of the dwelling unit that is designed and furnished for sleeping and which has proper egress as required by the International Residential Code.

Booking Service means any reservation / and or payment service provided by a person or entity that facilitates a short-term rental transaction between an Owner and a prospective Occupant, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and /or payment services provided for the short-term rental transaction.

Hosting Platform means a person or entity that participates in the short-term rental business by providing, and collecting or receiving a fee for, Booking Services through which an Owner may offer premises for an occupant on a short-term basis. Hosting Platforms usually, though not necessarily, provide Booking Service through an online platform that allows an Owner to advertise the premises through a website provided by the Hosting Platform and the Hosting Platform conducts a transaction by which potential occupants arrange their use and their payment, whether the would-be-occupant pays rent directly to the Owner or to the Hosting Platform.

Occupant means any individual person living, sleeping or possessing a building, or portion thereof. A person is not required to be paying rent, providing in-kind services, or named in any lease, contract or other legal document to be considered an occupant.

Owner means any person, agent, operator, firm, trust, corporation, partnership, or any other legal entity who has a legal or equitable interest in the property; or who is recorded in the official records of the county as holding title to the property; or who otherwise has control of the property, including the guardian of the estate of any such person, and the executor of the estate of such person if ordered to take possession of real property by a court.

Premises means property, a lot, plot or parcel of land, including any structures or portions of structures thereon.

Short-term rental (STR) means a residential premise, or portion thereof, used for lodging accommodations to occupants for a period of less than thirty (30) consecutive days. The definition of short-term rental does not include a Bed and Breakfast as defined in the code.

REGULATIONS

SEC.90-123 Unpermitted short-term rentals prohibited

- A. It shall be unlawful for any owner or person to rent, lease, advertise, or otherwise permit or allow any residential premises to be operated or used as an unpermitted Short-term Rental.
- B. All Hosting Platforms shall provide the following information in a notice to any owner listing a Short-term Rental located within the City of Alpine through the Hosting Platform's service. The notice shall be provided prior to the owner listing the premises and shall include the following information: THE "SHORT-TERM RENTAL" ARTICLE OF THE ALPINE CITY CODE PROHIBITS THE SHORT-TERM RENTAL OF RESIDENTIAL PREMISES WITHIN THE CITY OF ALPINE WITHOUT AN ACTIVE SHORT-TERM RENTAL PERMIT.
- C. Notwithstanding any other provision of this article, nothing shall relieve any owner, person, occupant, or Housing Platform of the obligations imposed by the applicable provisions of state law and the Alpine City Code, including but not limited to, those obligations imposed by the Tax Code. Further, nothing in this article shall be construed to limit any remedies available under the applicable provisions of state law and the Alpine City Code.

SEC. 90- 124**Short-term rental permit required**

An owner who desires to use its premises as a short-term rental must have a valid, active short -term rental permit from the city prior to using, allowing the use of, or advertising the use of said premises as a short-term rental. Each rentable unit must be permitted. Upon application to the City, a short-term rental permit shall be approved by the Administrator, or designee, if the application satisfies all the conditions of this Chapter, the "Taxation Chapter", and the zoning ordinance. The administrator may place reasonable conditions on short-term rental permits to ensure compliance with the provisions of this article.

SEC. 90- 125**Permit Limitations**

- A. Short -term rental permits are transferable only by inheritance to a natural person as directed in a will or trust. The permit is not transferable upon the sale of the property.
- B. If the subject dwelling is on property that has a Homeowners Association (HOA) at the time of permitting, the owner of the dwelling shall provide the City with an affidavit of proof that the HOA allows for vacation rental of their dwelling, if not allowed, then the application will be denied.
- C. A short -term rental permit shall expire on the last day of the month one year after the date of issuance. No short-term rental permit may be renewed without a completed renewal application submitted by the owner and payment of the renewal fee. If the renewal application satisfies all the conditions of this Chapter and zoning ordinance, an application for the renewal of a short-term rental permit shall be approved by the Administrator, or designee.

SEC. 90-126**Requirements of application.**

- A. Except as provided in this Section, every complete application for a short-term rental permit shall include the following information with such detail and in form approved by the Administrator:
 - 1. The name, address, contact information and authenticated signature for the owner of the premises;
 - 2. The name, address and contact information of the operator, agent if any, and designated local responsible party.
 - 3. The City registration number for Hotel Occupancy Tax;
 - 4. A plot plan of the premises identifying the location of parking spaces to be used in conjunction with the short-term rental;
 - 5. A dimensioned floor plan of the proposed short-term rental identifying bedrooms, other living spaces and emergency evacuation routes;
 - 6. Proof of Insurance
 - 7. The name and contact information of the property owner's association, if any, of which the premises are covered by dedicatory instruments;
 - 8. A copy of the proposed host rules for the short-term rental.
- B. An application for short-term renewal permit may be filed beginning thirty (30) days prior to expiration of a current permit. Every complete application for a short-term rental renewal permit shall include updates, if any, to the information contained in the original permit application or any subsequent renewals. The permit holder shall sign a statement affirming that there is either no change to such information, or that any updated information is accurate and complete.
- C. An application for a short-term rental renewal permit submitted after the expiration of the most immediate permit for the premises shall be treated as an application for a new permit as described in subsection A of this Section.

- D. If a complete application for a short-term renewal permit is submitted less than thirty (30) days prior to expiration of the current permit, the Administrator in his sole discretion may grant a one-time extension of the current permit not to exceed ten (10) days.

SEC. 90-127 Designation of local responsible party required

An owner must designate the name and contact information of a local responsible party who can be contacted regarding immediate concerns and complaints from the public. Said individual must be available to be reached in person or by phone at all times while occupants are on the premises of a short-term rental. If called, a local responsible party must be able to and shall be present at the premises within one hour of the call from the Administrator, or his designee. A local responsible party must be authorized to make decisions regarding the premises and its occupants and shall not act to release owner of any liability under this chapter.

SEC. 90-128 Proof of insurance required

It shall be unlawful for the owner of premises operating as a short-term rental to operate without host protection or other liability insurance commensurate with the operations of the short-term rental that provides coverage of up to \$ 1 million per occurrence. A certificate of insurance must be on file with the Administrator. Proof of insurance shall be required at the time of application and notice of cancelation of insurance must be made to the Administrator within 30 days.

SEC. 90 – 129 Inspection required

No permit or renewal permit shall be approved for a short-term rental until the City has inspected the premises and found the premises to be in compliance with minimum health and safety requirements for use and occupancy and also all City building codes on file. If a premise fails to pass an inspection, a reinspection fee may be charged for each subsequent inspection in accordance with the fee established by resolution.

SEC. 90 – 130 Permit fees

Upon completion of all required forms, approval of each dwelling unit by the Administrator or his designee and payment of the initial and annual permit fee of \$100.00 (nonrefundable) a short-term rental permit shall be issued.

City Short-Term Rental taxes must be paid quarterly for the permit to remain valid, as verified by the City Short-Term Rental Tax form.

SEC. 90 -131 Hotel occupancy tax; Request for occupancy history

It shall be unlawful for any owner of premises used for a short-term rental to fail to pay hotel occupancy taxes under State Law and this Chapter. Upon the request of the Administrator or the Finance Department of the City of Alpine, the owner of a premises used as a short-term rental shall remit, within 30 days, an accounting of all occupants who rented the premises and the hotel occupancy taxes paid therefor. It shall be unlawful for a person to fail to provide said information requested in a timely manner.

SEC. 90- 132 Short -term rental permit nontransferable

A short -term rental permit is non-transferable and shall not be assigned nor transferred to another person or entity. Only by inheritance is a short-term rental transferable.

SEC. 90- 133 Parking restrictions

The maximum amount of motor vehicles at a short -term rental shall be limited to the number of available off-street parking spaces. It shall be unlawful for an owner or person to permit, allow or advise occupants to park more vehicles on the premises than the available off-street parking spaces, or to suffer or permit parking of vehicles on an unapproved surface.

SEC. 90 – 134 Neighbor Notice

The City shall provide a mailing, email or otherwise distribute by hand a flier to neighbors within 200 – foot radius of the vacation rental property address. The notice shall contain the owner and representative contact information, a parking plan, and city website address where the information is also posted. the neighbors and the city shall be informed whenever there is a change in contact information.

SEC. 90-135 Zones

Vacation rentals are permitted in zones R-1, R-2, R-3, R-4, M-1, C-2a, C-2, C-1, C-1a, C-O by conditional use permit. All permits must meet general zoning regulations as defined in Appendix C, City of Alpines Zoning ordinance.

SEC. 90-136 Penalties

A. Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed two thousand dollars (\$ 2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SEC. 90-137 Enforcement

A. The owner of a short-term rental use that was not registered with the City of Alpine for hotel occupancy tax prior to April 1,2020 and who is unable to obtain a permit for said use or fails or refuses to obtain a permit for the use following the effective date of this ordinance, shall discontinue the short-term rental use no later than April 30, 2020.

B. If the permit of a short- term rental use is not renewed, the owner shall discontinue the use no later than the date on which the existing permit or any extension thereof expires.

C. This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Alpine; and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinances are hereby repealed.

D. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

E. All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Alpine in the discharge of his duties, shall not thereby render himself personally liable; and he is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties.

SEC. 90 -138 -140 Reserved.

PASSED AND ADOPTED THIS 19th DAY OF MAY 2020 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

INTRODUCTION AND FIRST READING

June 16, 2020

SECOND AND FINAL READING

July 7, 2020

ATTEST:

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

**Cynthia Salas, City Secretary
City of Alpine**

APPROVED AS TO FORM:

**Rod Ponton, City Attorney
City of Alpine**

2. Discussion on Loud Noise Ordinance. (E. Zimmer, City Manager)

STATE OF TEXAS
CITY OF ALPINE

COUNTY OF BREWSTER

ORDINANCE 2020-XX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS CREATING AND ESTABLISHING ARTICLE VI IN CHAPTER 70 TO THE ALPINE CODE OF ORDINANCES; PROVIDING REPEALING AND SEVERABILITY CLAUSES; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, excessive sound is a serious hazard to the public health, welfare, safety, and quality of life; and

WHEREAS, a substantial body of science and technology exists by which excessive sound may be substantially abated; and

WHEREAS, the people have a right to, and should be ensured an environment free from excessive sound; and

WHEREAS, it is deemed to be in the best interest of the City to create and establish Article VI in Chapter 70 to the Alpine Code of Ordinances, an article preventing excessive sound that may jeopardize the health, welfare, or safety of the citizens or degrade the quality of life.

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 hereto 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 30th DAY OF JUNE 2020 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

INTRODUCTION AND FIRST READING

JUNE 16, 2020

SECOND AND FINAL READING

JUNE 30, 2020

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

ATTEST:

**Cynthia Salas, City Secretary
City of Alpine**

APPROVED AS TO FORM:

**Rod Ponton, City Attorney
City of Alpine**

Exhibit "A"
ARTICLE VI. NOISE

NOTE: THE HIGHLIGHTED SECTION TITLES NEED TO BE CHANGED TO REFLECT THE UPDATED SECTION NUMBERS IF WE DECIDE TO ADD THIS SECTION TO CHAPTER 70. HIGHLIGHTED INFORMATION WITHIN THE PARAGRAPHS WILL LIKELY NEED TO BE CHANGED TO ALIGN WITH OUR CITY.

Sec. 14-209. - General.

- (a) This article is adopted under the authority of the Constitution and laws of the state, particularly V.T.C.A., Local Government Code ch. 217, subchapter C, and by virtue of the authority of the city, as granted to it by the citizens of the city and contained in article 2, section 2.01 of the city Charter.
- (b) The purpose of this article is to provide an objective framework whereby the officers of the city may act to ensure the safety and welfare of the citizens by adopting quantitatively defined measures to protect against the deleterious effects of excessive, prolonged, or otherwise undesirable noise.

Sec. 14-210. - Definitions.

The following words and terms, when used in this article, have the following meanings unless otherwise clearly indicated. All technical definitions not defined in this section will be interpreted in accordance with applicable publications and standards of the American National Standards Institute (ANSI).

A-weighting means the electronic filtering in sound level meters that models human hearing frequency sensitivity.

Chief of police means the Chief of Police of the City of Round Rock or his designated representative.

Construction means any site preparation, assembly, erection, repair, alteration or similar action, or demolition of buildings or structures.

Daytime means 7:00 a.m. to 9:00 p.m. the same day.

dB(A) means the A-weighted unit of sound pressure level.

Decibel (dB) means the unit of measurement for sound pressure level at a specific location.

Domestic power tool means any mechanically, electrically, or gasoline motor-driven tool, including:

- (1) Chainsaws;
- (2) Lawn equipment;
- (3) Drills; and
- (4) Power sprayers.

Emergency work means any work or action necessary to deliver essential services including repairing water, gas, electric, telephone, sewer facilities, or public transportation facilities, removing fallen trees from rights-of-way, or abating life threatening conditions.

Impulsive sound means a sound having duration of less than one second with an abrupt onset and rapid decay.

Measuring instrument means an instrument such as a sound level meter, integrating sound level meter, or dosimeter used to measure sound pressure levels conforming to Type 1 or Type 2 standards as specified in the latest version of ANSI standard S1.4-1983.

Motor vehicle means any vehicle that is propelled or drawn on land by an engine or motor.

Muffler means a sound dissipative device or system for attenuating the sound of escaping gases of an internal combustion engine.

Nighttime means 9:00 p.m. to 7:00 a.m. the following day.

Noise means any sound of a level and duration that is or can be harmful to human health, or would unreasonably interfere with the enjoyment of life or property in the city.

Noise control ordinance means the Round Rock Noise Control Ordinance.

Noise disturbance means any sound which:

- (1) Disturbs a reasonable person of normal sensitivities;

- (2) Exceeds the sound level limits set forth in this article; or
- (3) Is plainly audible as defined in this section.

Outdoor music venue means a commercial property where sound equipment is used to amplify sound that is:

- (1) Not fully enclosed by permanent, solid walls and a roof; or
- (2) Allowed to project out of an exterior doorway that is routinely opened.

Plainly audible means any sound or noise from any source that can be clearly heard by a person with normal hearing faculties at a distance of 200 feet or more from the real property line of the source of the sound or noise.

Public right-of-way means any street, avenue, boulevard, road, highway, sidewalk, or alley that is leased, owned, or controlled by a governmental entity.

Public space means any real property or structure thereon that is leased, owned, or controlled by a governmental entity.

Real property line means either:

- (1) The imaginary line, including its vertical extension, that separates one parcel of real property from another; or
- (2) The vertical and horizontal boundaries of a dwelling unit in a multi-dwelling unit building.

Sound equipment means a loud speaker, public address system, amplification system, or other sound producing device.

Sound level means the instantaneous sound pressure level measured in decibels with a sound level meter set for A-weighting on slow integration speed.

Sound pressure level means 20 multiplied by the logarithm, to the base 10, of the measured sound pressure divided by the sound pressure associated with the threshold of human hearing, in units of decibels .

Zoning districts. For purposes of this article, the zoning districts established in subsection 46-132(a) are divided into two separate groups as follows:

(1) *Residential districts.*

- a. MH (Manufactured housing).
- b. SF-1 (Single-family-large lot).
- c. SF-2 (Single-family-standard lot).
- d. SF-R (Single-family-rural).
- e. SR (Senior).
- f. TF (Two-family).
- g. TH (Townhouse).
- h. MU-L (Mixed-use limited) district.
- i. Areas that are zoned PUD (planned unit development) that are exclusively residential in character.

(2) *Commercial and industrial districts.*

- a. AG (Agricultural).
- b. BP (Business park).
- c. C-1 (General commercial).
- d. C-1a (General commercial-limited).
- e. C-2 (Local commercial).
- f. LI (Light industrial).
- g. MI (Mining).
- h. I (Industrial).
- i. OF (Office).
- j. OS (Open space).
- k. PF (Public facilities).
- l. MU-1 (Mixed-use historic commercial core) district.
- m. MU-2 (Mixed-use downtown medium density) district.

- n. Areas that are zoned PUD and exhibit mixed-use land development characteristics.

Sec. 14-211. - Noise measurement procedures.

(a) *Measurement with sound level meter.*

- (1) Whenever portions of this article prohibit sound over a certain decibel limit, measurement of the sound will be made with a Type 1 or Type 2 calibrated sound level meter utilizing the A-weighting scale and the slow meter response as specified by the American National Standards Institute (ANSI 51.4-1984/BSA).
- (2) Noise levels will be measured in decibels and A-weighted. The unit of measurement will be designated "dB(A)."
- (3) Meters must be maintained in calibration and in good working order. Calibrations will be employed that meet ANSI 51.40-1984 prior to and immediately after every sampling of sound.
- (4) Measurements recorded must be taken so as to provide a proper representation of the sound being measured.
- (5) The microphone of the meter should be positioned so as not to create any unnatural enhancement or diminution of the measured sound. A windscreen for the microphone must be used.
- (6) Except as otherwise provided, measurements will be taken at or near the nearest property line of the property where the sound is being received.

(b) *Measurement without sound level meter.* Any city official with enforcement authority under this article who hears a noise that is plainly audible will assess the noise according to the following standards:

- (1) The primary means of detection are the official's normal hearing faculties, so long as the official's hearing is not enhanced by any mechanical device, such as a hearing aid.
- (2) The official must have a direct line of sight and hearing to the real property of the source of the noise so the official can

readily identify the offending source of the noise and the distance involved. If the official is unable to have a direct line of sight and hearing to the real property of the source of the noise, then the official must confirm the source of the noise by approaching the suspected real property source of the noise until the official can obtain a direct line of sight and hearing, and identify the same noise that was heard at the place of original assessment.

- (3) The official need not determine the particular words or phrases being said or produced, or the name of the song or artist producing the noise. The detection of a rhythmic bass reverberating type of noise is sufficient to constitute a plainly audible noise.

Sec. 14-212. - General noise prohibitions and sound level limitations.

- (a) Any noise that is measured in excess of the parameters set forth in tables I through III is declared to be a nuisance.
- (b) Sound causing permanent hearing loss.
- (1) Tables I and II specify sound level limits which, if exceeded, will have a high probability of producing permanent hearing loss in anyone in the area where the sound levels are being exceeded.
- (2) No sound is permitted within the city that exceeds the parameters set forth in tables I and II.

Table I-Maximum Continuous Sound Levels

Duration per Day (in continuous hours)	Sound Level (DB(A))
8	90
6	92
4	95
3	97
2	100
1 ½	102

1	105
1/2	110
1/4	115

Table II-Maximum Impulsive Sound Levels

Number of Repetitions per 24-Hour Period	Sound Level (dB(A))
1	145
10	135
100	125

- (c) No person will create, operate, or cause to be operated on private property any source of sound in such a manner as to create a noise which exceeds the limits set forth for the land use district as defined in [section 14-210](#) and in table III when measured at a minimum distance of 200 lineal feet from the real property line of the source.
- (d) When a noise source can be identified and its noise measured in more than one zoning district, the limits of the most restrictive use will apply at the boundaries between different zoning districts.

Table III-Maximum Sound Levels (in dB(A)) for Zoning Districts

	Daytime	Nighttime
Residential	55	50
Commercial and Industrial	80	75

[Sec. 14-213](#). - Specific noise prohibitions.

- (a) No person may cause or allow any sound that constitutes a noise disturbance as defined in [section 14-210](#). Any person who causes or allows a noise disturbance to occur creates a nuisance.

(b) The following acts are declared to be in violation of this article and are hereby defined as nuisances:

(1) Motor vehicles.

- a. The operation of a motor vehicle not equipped with a muffler or other sound dissipative device in good working order and in constant operation,
- b. Operating a motor vehicle with a muffler cut out, bypass, or similar device.
- c. Operating or permitting to be operated any vehicle which, by virtue of disrepair, or manner of operation, or so loaded, alone or in combination with other motor vehicles, creates a grating, grinding, rattling, or any other loud noise that violates use district noise level restrictions.
- d. Operating any motor vehicle with a dynamic braking device (commonly known as an engine brake, Jacobs Brake, or Jake Brake) engaged, except for the aversion of imminent danger.
- e. Personal or commercial vehicular music amplification or reproduction equipment operated in such a manner as to cause a noise disturbance.
- f. The sounding of any horn or signal device on any motor vehicle, except as a danger signal.

(2) Construction work.

- a. Construction work during nighttime hours in or adjacent to residential land use districts.
- b. Construction work in any land use district that results in noise above the limits set for industrial land use districts in subsection 14-212(d).

(3) Garbage collection during nighttime hours in a residential use district.

(4) The operation of domestic power tools during nighttime hours so as to cause a noise disturbance.

- (5) The use of any mechanical device operated by compressed air, unless the noise to be created is effectively muffled and reduced,
- (6) Keeping an animal that makes any sound that:
 - a. Creates a noise disturbance across a residential real property line;
 - b. Is frequent or of continued duration for ten or more consecutive minutes; or
 - c. Is intermittent for a period of 30 or more minutes.
- (4) The production of any noise in a public right-of-way or other public space which is plainly audible across the real property line of the source.
- (5) Radios, television sets, musical instruments and similar devices.
 - a. Operating or playing, or allowing the operation or playing of a radio, television, phonograph, musical instrument, or similar device that reproduces or amplifies sound so it creates a noise disturbance for any person other than the operator of the device.
 - b. Operating or playing any such device so as to cause a noise disturbance.
 - c. Operating or playing any self-contained, portable, handheld music or sound amplification or reproduction equipment in a public space or public right-of-way so as to cause a noise disturbance.
- (6) Operation of any public loudspeaker in a fixed position, moveable position, or mounted on a sound vehicle in a public space or public right-of-way for the purpose of communication or sound reproduction so it violates section 14-212 or causes a noise disturbance, unless a permit has been approved by the chief of police in accordance with section 14-215.
- (7) An exterior burglar alarm of a building or motor vehicle activated so it continues its operation for more than five minutes for continuous airborne sound and 15 minutes for impulsive sound after it has been activated.
- (c) Violation of plainly audible standard on posted property.

- (1) When a city official with enforcement authority under this article determines a person or persons are responsible for a sound that is in violation of the plainly audible standard on property posted as described below, the official will issue a citation for violation of this article to the responsible person or persons.
- (2) Property will be considered posted for the purposes of this subsection if at least one warning sign is posted in a conspicuous place on the property, clearly visible and readable to all persons entering the property, warning persons that noise that is plainly audible is prohibited. The sign must read as follows:

WARNING

Playing a stereo, radio, or amplifier that can be heard 200 feet away is prohibited. City Ord. Sec. 14-213(c).

Letters in the word "WARNING" must be at least two inches high in bold type. Letters for the remaining text must be at least one inch high in normal type, and the words "City Ord. Sec. 14-213(c)" must be at least one-half inch in normal type. All letters must be light-reflective on a contrasting background. The sign structure containing the required warning must be permanently installed with the word "WARNING" not less than three feet and no more than six above ground level.

- (3) The city manager or designee may require a property to be posted if it is used for commercial purposes, including as a parking lot of an adjacent business, and:
 - a. The business is generally unattended by the owner or an agent of the owner during normal operating hours; or
 - b. Two or more citations for violation of this article resulting in payment of a fine or adjudication of guilt by a judge are issued due to acts of patrons or visitors during any 90-day period.

Sec. 14-213.1. - Specific noise regulations.

- (a) Certain uses as described in this section shall be subject to the specific noise regulations as set forth below.

(b) Subsections (b) and (c) apply only to outdoor live music venues that meet the following requirements:

(1) Are located within 1,000 feet of IH-35 or SH-45; and

(2) The front of the stage is a minimum of 2,500 feet from any residential use or hotel/motel/lodging uses as of the submittal date of the first city required development application.

{c} Said outdoor live music venues are exempt from the requirements of subsections 14-212(c) and (d) during the hours set forth below:

(1) From noon to 6:00 p.m. on week days for sound check(s);

(2) From 6:00 p.m. to midnight on week days for sound check(s) and/or live performances;

(3) From noon to midnight on Sunday for sound checks and/or live performances; and

(4) From 10:00 a.m. to midnight on Saturday and federal holidays for sound checks and/or live performances.

(c) Except for the exemption set forth above, said outdoor live music venues are subject to the other requirements of this article VIII, specifically including the requirements of Tables I and II of subsection 14-212(b).

(a) *Applicability.* This section is applicable to outdoor' music venues that are on property zoned MU-1.

(b) *Restrictions on time and decibel levels.*

(1) "Permitted hours" shall mean the times set forth below:

a. From 10:00 a.m. to 10:00 p.m. on Sunday, Monday, Tuesday, Wednesday, and Thursday;

b. From 10:00 a.m. to midnight on Friday and Saturday.

(1) During permitted hours, permit holders shall not operate sound equipment in excess of 80 decibels as measured at the property line of the business.

(2) During non-permitted hours, permit holders shall not operate sound

equipment in excess of 60 decibels as measured at the property line of the business.

{4} It shall be a violation for the owner and/or tenant of an outdoor music venue to operate sound equipment in excess of the decibel limits set out in this section.

(c) Permit and decibel meter required.

- (1) It shall be a violation for the owner and/or tenant of an outdoor music venue to operate sound equipment without possessing an amplified sound permit and a decibel meter located on-site which has been approved by the chief of police (or his/her designee).
- (2) The chief of police (or his/her designee) shall be responsible for the review of applications and the issuance of amplified sound permits, subject to the requirements of this section.
- (3) The chief of police (or his/her designee) may inspect an outdoor music venue prior to issuing a permit under this section to verify whether an approved decibel meter is located on-site.
- (4) The amplified sound permit shall expire one year from the date of issuance.
- (5) A decision by the chief of police to approve or deny a permit under this section may be appealed to the city manager, whose decision shall be final.
- (6) The outdoor music venue shall post the amplified sound permit inside the business so that it is visible to the general public.

(a) Permit application requirements.

{1} An application for a permit required by this section must include:

- a. The name, address, telephone number, and title of the individual filing an application on behalf of an outdoor music venue;
- b. The business name, address, and telephone number of the outdoor music venue;

- c. The name, address, and telephone number of the business's registered agent on file with the Texas Secretary of State;
 - d. An application fee of \$50.00;
 - e. A statement that the outdoor music venue has an approved decibel meter on-site; and
 - f. A statement that the applicant has obtained a copy of this chapter and section and agrees to comply with all applicable requirements.
- (e) *Permit issuance.* The amplified sound permit shall be issued to the business which submits an application that meets the requirements of this section and pays the applicable fee.
- (f) *Revocation of a permit.*
- (1) The chief of police shall revoke a permit issued under this section if the permit holder has been found guilty of violating any provisions of this section three times in a 12-month period.
 - (2) The period of revocation shall be one year from the date of revocation.
 - (3) A permit holder may appeal to the city council a revocation not later than ten calendar days after the date of the revocation.
 - (4) The notice of appeal shall be filed with the city clerk and must include:
 - a. The name, address and telephone number of the appellant;
 - b. The name, address and telephone number of the outdoor music venue;
 - c. The reasons the appellant believes that the decision does not comply with the requirements of this chapter.
 - (5) The city council shall hear the appeal at the next available regularly scheduled meeting following ten days after receipt of the appeal.
 - (6) A revocation order remains in effect during the pendency of an appeal under this section.

Sec. 14-214. - Exemptions.

- (a) The following uses and activities are exempt from the sound level regulations contained in this article, except for the sound level regulations provided in

table I and table II of subsection 14-212(b):

- (1) Noise of safety signals, warning devices and emergency pressure release valves.
- (2) Noise resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency.
- (3) Noise resulting from emergency work.
- (4) All noise coming from the normal operations of interstate motor and rail carriers, to the extent that the provisions of this article regulating the sound levels of such vehicles has been preempted by the Noise Control Act of 1972 (42 USC 4901 et seq.) or other applicable federal laws or regulations.
- (5) Noise resulting from the operation of any aircraft within the parameters and guidelines prescribed by the Federal Aviation Administration and the rules and regulations of the city.
- (6) Noise resulting from a city-sponsored celebration or event.
- (7) Noise resulting from a lawfully scheduled stadium event.
- (8) Noise resulting from a fireworks display or fireworks discharge if the person has acquired a permit from the fire marshal and otherwise complied with the provisions of

• Chapter 16, article V.

- (1) Noise from church bells or chimes when a part of a religious observance or service.
- (2) Any noise resulting from activities of temporary duration permitted by law for which a permit has been approved by the chief of police in accordance with section 14-215.

(a) Any activity to the extent regulation thereof has been preempted by state or federal law.

Sec. 14-215. - Temporary noise exemption permits.

(a) Permits generally.

- {1} A person may apply for a permit to engage in any activity that creates a noise that would otherwise constitute a nuisance or be in violation

of this article.

- (2) A person must apply in writing to the chief of police at least ten calendar days prior to the requested issuance date and time, unless the chief determines that unforeseeable circumstances justify a shorter amount of time.
- (b) The application for a permit must be on a form prescribed by the chief of police and must include the following:
- (1) The name, address and telephone number of the applicant including both daytime and nighttime contact;
 - (2) A description of the type, duration, and location of the noise, specifically including the date and time the noise will occur;
 - (3) The name, if different from the applicant, of the owner of the property on which the noise will occur and a written letter of permission from the owner and any tenants or other persons occupying the property from which the noise will occur;
 - (4) A statement from the applicant that all property owners within 200 lineal feet to the property upon which the noise originates will be provided written notification within 24 hours of making the application of their right to respond directly to the chief of police to voice support or opposition to the application; and
 - (5) A copy of the notification(s) sent to any property owners.
- (c) Filing fee.
- (1) A filing fee must be submitted with the application for a permit, in an amount as currently established or as hereafter adopted by resolution of the city council from time to time.
 - (2) No filing fee is to be assessed to any governmental entity or any person conduct[ng activities on behalf of the governmental entity.
- (a) No permit issued will be valid for more than two consecutive calendar days.
- (b) In determining whether to grant or deny the permit, the chief of police must consider the following factors:

- (1) The safety of the persons that will be subjected to the noise, whether voluntarily or involuntarily;
 - (2) The number of persons who will be involuntarily subjected to the noise;
 - (3) The reasonableness of the time, place, and manner of the noise and duration of the noise; and
 - (4) Any other factors necessary to determine the impact on public health, safety, or disruption of the peace that the noise may cause.
- (f) Notice of decision.
- (1) The chief of police will notify the applicant of the decision to either grant or deny the permit within five calendar days following the date of the application.
 - (2) If the chief of police denies the permit, the chief will state the reasons for the denial in a written notice provided to the applicant.
 - (3) If the chief of police grants the permit, the chief may place reasonable time, place, and other restrictions on the activity authorized by the permit.
1. Appeal.
- (1) Upon receiving notice of the chief of police's decision, the applicant may appeal the decision, including restrictions placed on the activity placed on the permit, to the city manager.
 - (2) Within one working day of receiving the appeal, the city manager will consider the application, the basis of denial, or any restrictions placed on issuance of the permit.
 - (3) Based on the standards listed in subsection (e) of this section, the city manager may:
 - a. Uphold the decision of the chief of police;
 - b. Approve or deny the issuance of the permit as applied for; or
 - c. Modify or delete restrictions placed on the permit.

(h) Permit.

(4) The permit shall be in a form prescribed by the chief of police and must be displayed in the immediate vicinity of the source of the noise at all times during the production of the noise.

(5) The permit must include the following:

- a. The date and time that the permit begins and ends;
- b. The name of the permit holder and who will be generating the noise;
- c. A description of the basic nature of the noise;
- d. The specific location of the noise; and
- e. Any special limitations or restrictions placed on the permit.

(i) The chief of police may revoke any permit issued under this article for the following reasons or causes:

- (1) The substantial violation of this article or the terms and conditions of a permit;
- (2) A material misstatement of any fact on the

application for a permit.

Sec. 14-216. - Enforcement procedures, penalties, and other remedies.

- (a) The city police department has primary, but not exclusive, enforcement responsibility for this article. The city council and chief of police both maintain the right to designate other agencies or departments to enforce this article as needed.
- (b) The enforcement official has the authority to have any device removed or toned down instantly until it can be otherwise operated in compliance with this article.
- (c) Persons cited for violations of any part of this article will be fined in accordance with section 1-9, per occurrence.
- (d) Violations of sections 14-212 through 14-215 are also hereby subject to abatement by means of a restraining order or injunction issued by a court of competent jurisdiction.

Secs. 14-217-14-240. - Reserved.

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 Resolution 2020-06-04 for the USDA. (E. Zimmer, City Manager)



CITY COUNCIL

AGENDA REQUEST

**AGENDA FOR
COUNCIL
MEETING:
INITIATED BY:**

JUNE 2, 2020

ERIK ZIMMER

PRESENTED BY:

ERIK ZIMMER

**AGENDA
REQUEST NO:**

ACTION

**RESPONSIBLE
DEPARTMENT:**

ADMINISTRATION

**FINANCE
DIRECTOR:**

MEGAN ANTRIM

**ADDITIONAL
DIRECTOR (S):**

**SUBJECT /
PROCEEDING:**

DISCUSS, CONSIDER, AND TAKE APPROPRIATE ACTION ON RESOLUTION 2020-06-04 FOR THE USDA

EXHIBITS:

RESOLUTION 2020-06-04

CLEARANCES

APPROVAL

LEGAL:

CITY ATTORNEY

ROD PONTON:

FINANCE:

FINANCE DIRECTOR

MEGAN
ANTRIM:

APPROVAL:

CITY MANAGER

ERIK ZIMMER:

BUDGET

EXPENDITURE REQUIRED: \$ 0

SAVINGS ANTICIPATION: \$

CURRENT BUDGET FY2018-2019: \$ 0

ADDITIONAL FUNDING: \$

RECOMMENDED ACTION

EXECUTIVE SUMMARY

The State of Texas
City of Alpine

County of Brewster

RESOLUTION 2020-06-04

RESOLUTION AUTHORIZING THE CITY OF ALPINE TO PARTICIPATE IN THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT-COMMUNITY FACILITIES GRANT PROGRAM.

WHEREAS, the City of Alpine finds it in the best interest of the citizens of Alpine, that the United States Department of Agriculture (USDA), Rural Communities- Community Facilities Grant Program for FY2020;

WHEREAS, The City of Alpine agrees to provide required matching funds as required by USDA, Rural Communities- Community Facilities Grant Program; and

WHEREAS, The City of Alpine agrees that in the event of loss or misuse of the USDA Rural Communities- Community Facilities Grant Program funds, the City of Alpine assures that the funds will be returned to the USDA in full.

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

NOW THEREFORE, BE IT RESOLVED that The City of Alpine approves submission of the grant application for the United States Department of Agriculture, Rural Communities-Community Facilities Grant Program to provide funds to procure new maintenance equipment for the Casparis Municipal Airport.

PASSED AND APPROVED THIS THE 2ND OF JUNE, 2020 BY THE CITY COUNCIL OF THE CITY OF ALPINE.

Andres "Andy" Ramos, Mayor
City of Alpine

ATTEST:

Cynthia Salas, City Secretary
City of Alpine

AGENDA ITEM: *USDA COMMUNITY FACILITIES GRANT RESOLUTION*

New mower and shredder attachment. The City has \$25,000 allocated for very basic (possibly used) equipment in the FY20 budget, since the existing airport mower is 40+ years old. \$40,925 in estimated costs to procure a larger (8ft mowing deck), higher horsepower machine will be requested from US Dept of Agriculture, Community Facilities - Direct Grant Program by 5/15/2020. The City's required match is 45% - or \$18,425 - and the remaining funds from the already-allocated \$25,000 can be used to off-set airport revenue shortfalls. Awardees notified by July 2020.

STAFF COMMENTS:

Applying for and entering into a grant agreement with the United States Department of Agriculture's Community Facilities program will maximize the funds the City already has allocated for a new mower at the airport. Receiving additional funds will allow the City to purchase a larger, more efficient machine to maintain the airport's approximately 225 acres.

Staff received the following quote for the proposed equipment to be purchased using grant/City funds.



Contract Numbers:
CE - #597-19
GM - #529-17

MX5400HSTC WEB QUOTE #1647674

Date: 5/12/2020 12:56:00 PM

- Customer Information -

smith, ryle
city of alpine
airport@ci.alpine.tx.us
4328379613

Quote Provided By
OUT WEST FEED AND SUPPLY
justin daiborne
2600 E us 90
alpine, TX 79830
email: justin@outwestfeedandsupply.com
phone: 4328375792

- Standard Features -

- Custom Options -



Kubota

M Series

MX5400HSTC
UTILITY CAB TRACTOR, 4WD, HST TRANSMISSION
***** EQUIPMENT IN STANDARD MACHINE *****

DIESEL ENGINE

Model # V2403
Direct Injection
4 Cyl. 148.6 cu. in.
^ 53.8 Net Eng. HP
^ 48.5 PTO HP
@ 2700 Eng. rpm
EPA Tier 4 Emission Cert
Turbo Common Rail Electronic Fuel Injection
12V - 650 CCA Battery
Charging Output 60 Amps

HYDRAULICS

Open Center - Gear Pump
4.9 gpm Power Steering
9.5 gpm Remote/3 Pt. Hitch
14.4 gpm Total Hyd. Flow
Cat III 3-point Hitch
At lift Point 2870 lbs
24" Behind 2310 lbs.
Telescoping Lower Links
Telescoping Stabilizers

^ Manufacturer Estimate

FRONT AXLE

Hydrostatic Power Steering
4WD: Cast Iron, Bevel Gear

TRANSMISSION

3 Range Low/Med/High
Cruise Control Standard
Mech. Wet Disc Brakes
Left Side Brake Pedals
Rear Differential Lock

INSTRUMENTS

Tachometer/Hour Meter
Fuel Gauge Meter
Warning Symbols
Coolant Temperature Meter

SELECTED TIRES

AMXR8828 & AMXR882A
FRONT - 12-18.5 R4 Titan HD-2000
REAR - 17.5L-24 R4 Titan Industrial Contractor TL

FLUID CAPACITY

Fuel Tank 11.9 gal
Cooling System 6.9 qts
Crankcase with filter 7.4 qts
Transmission and
Hydraulics 11.8 gal

POWER TAKE OFF

Live-Independent Hydraulic
540 rpm Rear PTO
@ 2700 Eng. rpm
SAE Std 1 3/8" Six Spline

SAFETY EQUIPMENT

2-Post Foldable ROPS w/
Retractable Seat Belt
Flip-Up PTO Shield
Safety Start Switches
Parking Brakes
Electric Key Shut Off
Turn Signals
SMV Sign

OPERATORS PLATFORM

Semi-Flat Deck w/Hanging Pedals
High Back Seat with Adjustable
Suspension
Tilt Steering
Interior Light
Interior Rearview Mirror
Front Wiper with Washer
A/C & Heater
Speakers & Radio Pre-Wired
Left Hand Step
Horn
Left & Right Hand Door
Rubber Floor Mat
Stationary PTO Switch
Cup Holder
Color Coded Controls

MX5400HSTC Base Price: \$37,785.00

(1) 72" QUICK ATTACH LIGHT MATERIAL BUCKET \$659.00
L2238-72" QUICK ATTACH LIGHT MATERIAL BUCKET

(1) FRONT LOADER MX SERIES W/O VALVE \$4,295.00
LA1085A-FRONT LOADER MX SERIES W/O VALVE

(1) LOADER VALVE FOR CAB MODELS \$754.00
MX2132-LOADER VALVE FOR CAB MODELS

Configured Price: \$43,493.00

BUY BOARD Discount: (\$9,568.46)

SUBTOTAL: \$33,924.54

Dealer Assembly: \$304.58

Freight Cost: \$645.00

PDI: \$250.00

lp rcr2596 rotary cutter \$5,800.00

Total Unit Price: \$40,924.12

Quantity Ordered: 1

Final Sales Price: \$40,924.12

**Purchase Order Must Reflect
the Final Sales Price**

To order equipment - purchase orders must be made out and returned to:

Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

send P.O.
To Kubota

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional c added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is su availability.

2. Discuss, consider, and take appropriate action on Resolution 2020-06-05 on TDEM and CREF Certification for the City of Alpine. (E. Zimmer, City Manager)



CITY COUNCIL

AGENDA REQUEST

**AGENDA FOR
COUNCIL
MEETING:
INITIATED BY:**

JUNE 2, 2020

ERIK ZIMMER

PRESENTED BY:

ERIZ ZIMMER

AGENDA
REQUEST NO:

ACTION

**RESPONSIBLE
DEPARTMENT:**

ADMINISTRATION

**FINANCE
DIRECTOR:**

MEGAN ANTRIM

**ADDITIONAL
DIRECTOR (S):**

**SUBJECT /
PROCEEDING:**

DISCUSS, CONSIDER, AND TAKE APPROPRIATE ACTION ON RESOLUTION 2020-06-05 ON TDEM AND CREF CERTIFICATION FOR THE CITY OF ALPINE

EXHIBITS:

RESOLUTION 2020-06-05

CLEARANCES

APPROVAL

LEGAL:

CITY ATTORNEY

ROD PONTON:

FINANCE:

FINANCE DIRECTOR

MEGAN ANTRIM:

APPROVAL:

CITY MANAGER

ERIK ZIMMER:

BUDGET

EXPENDITURE REQUIRED: \$ 0**SAVINGS ANTICIPATION: \$**

CURRENT BUDGET FY2018-2019: \$ 0

ADDITIONAL FUNDING: \$

RECOMMENDED ACTION

EXECUTIVE SUMMARY

The State of Texas
City of Alpine

County of Brewster

RESOLUTION 2020-06-05

RESOLUTION AUTHORIZING THE CITY OF ALPINE TO PARTICIPATE IN THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT'S GRANT PROGRAM.

WHEREAS, the City of Alpine finds it in the best interest of the citizens of Alpine, that the Texas Department of Emergency Management's Corona Relief Funds be utilized for FY2020;

WHEREAS, The City of Alpine agrees to provide required documentation for expenses incurred by COVID-19 efforts as required by Texas Department of Emergency Management's Corona Relief Fund; and

WHEREAS, The City of Alpine agrees that in the event of loss or misuse of the Texas Department of Emergency Management funds, the City of Alpine assures that the funds will be returned to the Texas Department of Emergency Management in full.

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

NOW THEREFORE, BE IT RESOLVED that The City of Alpine approves submission of the grant application for the Texas Department of Emergency Management's Corona Relief Funds to provide reimbursement funds for City expenses incurred by COVID-19 efforts.

PASSED AND APPROVED THIS THE 2ND OF JUNE, 2020 BY THE CITY COUNCIL OF THE CITY OF ALPINE.

Andres "Andy" Ramos, Mayor
City of Alpine

ATTEST:

Cynthia Salas, City Secretary
City of Alpine

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

FLIR A320 Tempscreen – Product Page:

<https://www.flir.com/products/flir-a320/>



SOLUTIONS PRODUCTS DISCOVER SUPPORT NEWS ABOUT 



NEW

FIXED-MOUNT THERMAL CAMERA FOR ELEVATED SKIN
TEMPERATURE SCREENING

FLIR A320 Tempscreen

MODEL: FLIR A320 TEMPSCREEN

[Go to Product Support »](#)

The FLIR A320 Tempscreen camera is preconfigured for monitoring individuals to find temperature deviations or elevated skin temperature, including difference temperature alarms with a dynamically updated reference temperature. This temperature measurement solution offers built-in analysis, alarm functionality, and autonomous communication using standard protocols. The FLIR A320 Tempscreen also has features and functions to build distributed single- or multi-camera solutions utilizing standard Ethernet hardware and software protocols.

PRODUCT VARIATIONS:

FLIR A320 Tempscreen 

REQUEST INFO



Powered by Experience. Driven by Excellence.™

ELEVATED SKIN TEMPERATURE (EST) SOLUTIONS

----- LIFE IS DIFFERENT TODAY

Screen for people with signs of elevated temperature entering your business

Thermal imaging for Elevated Skin Temperature screening

EST systems use thermal imaging technology to screen people for signs of an elevated skin temperature. All objects emit infrared light—a type of radiant energy that's invisible to the human eye that we feel as heat. Thermal imaging cameras use a special lens that focuses infrared light to detect relative skin surface temperatures and can provide a leading indicator of elevated body temperature.

EST systems are regulated by the FDA¹

At ADT Commercial, we are focused on bringing the best, FDA-cleared products to our customers. We offer a number of different systems, as the operations and best-intended use varies from system to system. We will help you to understand the merits, limitations, and impact of the various solutions, and how they might fit in a multilayered approach to safety that best meets the needs of your organization.

Why consider an EST system for your business

Fever is one of the most common indications of illness. The use of an FDA-cleared EST system can help you to efficiently screen for people with an elevated skin temperature attempting to enter your business—allowing you to take appropriate measures.

¹ Devices cleared through the FDA 510(k) process must be used as part of an adjunctive system, whereby cameras are used alongside a primary means of confirming a fever, such as a medical thermometer

Benefits of EST systems

- Expeditious initial screening, avoiding delays in entry
- Non-invasive, non-contact first-step screening for visitors, employees, customers, vendors, contractors, etc.
- Helps identify those that may need additional screening to confirm elevated body temperature
- Provides cognizance of screening, potentially deterring individuals exhibiting signs of a fever from entering
- Helps improve duty of care to employees, promoting a healthy work environment

Solutions available

- Scalable and flexible solutions for different entry points and mounting locations
- Cost-effective to enterprise-level solutions
- Mobile and stationary solutions
- FDA-cleared

Let's start a conversation.

We provide a holistic approach to meet our customers' every-changing security, fire and life safety needs. Our extensive offerings are constantly evolving to help keep America safe and secure as unexpected challenges emerge.

855-ADT-COMM
adtcommercial.com

Models

	
EXX Models	T-series Models
Starting at \$6,999 (MSRP)	Starting at \$10,995 (MSRP)

	
A320 Tempscreen	A400/A700 Smart Sensor with screening mode
Starting at \$15,250 (MSRP)	Starting at \$10,440 (MSRP)

FLIR Models

Environment, Health, & Safety

<https://www.flir.com/instruments/public-safety/environmental-health-and-safety/>

Screening Mode is available on *ALL* FLIR T-series and Exx-series handheld cameras. FLIR recommends these cameras, each of which are included in FLIR's USFDA 510k listing:

Pistol Grip Form Factor (handheld or tripod-mounted use)

E75 - <https://www.flir.com/products/e75/> , MSRP \$6,999

E85 - <https://www.flir.com/products/e85/> , MSRP \$8,750

E95 - <https://www.flir.com/products/e95/> , MSRP \$9,999

Tiltable Optical Block Form Factor (better handheld and tripod-mounted ergonomics)

T530 - <https://www.flir.com/products/t530/> , MSRP \$10,995

T540 - <https://www.flir.com/products/t540/> , MSRP \$14,995

T840 - <https://www.flir.com/products/t840/> , MSRP \$19,950

(like T540 but with an eyepiece for outdoor use)

T640 - <https://www.flir.com/products/t640/> , MSRP \$30,950

A400/A700 - <https://www.flir.com/products/a400-a700-smart-sensor/>



FLIR A400/A700 Smart Sensor

FLIR A400/A700 Smart Sensor (model A400) is a handheld, rugged, and portable thermal imaging camera. It features a 1280x1024 resolution sensor, a 12x optical zoom, and a 120-degree field of view. The camera is designed for use in a variety of environments, including industrial, commercial, and military. It is also compatible with a wide range of accessories, including tripods, mounts, and software. The camera is powered by a rechargeable battery and has a long operating time. It is also very durable and can withstand harsh conditions. The camera is a great choice for anyone looking for a high-quality thermal imaging camera.



CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS

TEXAS DIVISION OF EMERGENCY MANAGEMENT

MAY 11, 2020

About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to local units of governments from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

These requirements are in addition to those that can be found within the Grant Management System (GMS), to which grantees agreed to when accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

Table of Contents

About This Document	2
1 Grant Agreement Requirements and Conditions	5
1.1 Applicability of Grant Agreement and Provisions	5
1.2 Legal Authority to Apply	5
1.3 Grant Acceptance	5
1.4 Project Period	5
1.5 General Responsibility	5
1.6 Amendments and Changes to the Grant Agreement	6
1.7 Jurisdictional Cooperation	7
1.8 Public Information and Meetings	7
1.9 Remedies for Non-Compliance	7
1.10 False Statements by Grantee	8
1.11 Conflict of Interest Safeguards	8
1.12 Fraud, Waste, and Abuse	8
1.13 Termination of the Agreement	9
1.14 Limitation of Liability	9
1.15 Dispute Resolution	10
1.16 Liability for Taxes	10
1.17 Required State Assurances	10
1.18 System for Award Management (SAM) Requirements	10
1.19 No Obligation by Federal Government	11
1.20 Notice	11
1.21 Force Majeure	11
1.22 Debt to State	11
1.23 Franchise Tax Certification	11
1.24 Severability	12
1.25 E-Verify	12
1.26 Compliance with Federal Law, Regulations, and Executive Orders	12
1.27 Clean Air Act	12
1.28 Federal Water Pollution Control Act	12
1.29 Suspension and Debarment	12
1.30 Energy Conservation	13
1.31 Procurement of Recovered Materials	13
1.32 Terminated Contracts	13
2 Property and Procurement Requirements	13
2.1 Property Management and Inventory	13
2.2 Consulting Contracts	14
2.3 Procurement Practices and Policies	14
2.4 Contract Provisions Under Federal Awards	14
3 Audit and Records Requirements	14
3.1 Cooperation with Monitoring, Audits, and Records Requirements	14
3.2 Single Audit Requirements	15
3.3 Requirement to Address Audit Findings	15

3.4	Records Retention.....	15
4	Prohibited and Regulated Activities and Expenditures	16
4.1	Prohibited Costs.....	16
4.2	Political Activities.....	16
5	Financial Requirements.....	17
5.1	Direct Deposit	17
5.2	Payments and Required Documentation.....	17
5.3	Financial Reporting	17
5.4	Reimbursements.....	18
5.5	Refunds and Deductions	18
5.6	Recapture of Funds	18
5.7	Liquidation Period.....	18
5.8	Project Close Out	18
	EXHIBIT A - State of Texas Assurances.....	19
	EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION	21
	EXHIBIT C - CERTIFICATION REGARDING LOBBYING	22

1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

1.3 *Grant Acceptance*

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by the Texas Division of Emergency Management (TDEM).

1.4 *Project Period*

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The specific performance period for this grant is listed on the Notice of Subrecipient Grant Award. All expenditures must be incurred, and all services must be received within the performance period. TDEM will not be obligated to reimburse expenses incurred after the performance period. A cost is incurred when the responsible unit of government has expended funds to cover the cost.

1.5 *General Responsibility*

Per the CARES Act, CRF grant funds may only be used to cover expenses that –

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 for the state or government; and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

1. Medical expenses,
2. Public health expenses,

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency,
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

The subrecipient agrees that a minimum of 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency. The remainder of the allotment may be spent in any of the categories provided within the Treasury guidance.

The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit E, which is attached hereto and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with TDEM administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.6 Amendments and Changes to the Grant Agreement

TDEM and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, deobligating awarded funds or changing grant officials.

The grantee has no right or entitlement to reimbursement with grant funds. TDEM and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of TDEM is void unless a written amendment to this Grant Agreement is first executed and documented in GMS. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of TDEM in excess of the "Maximum Liability of the TDEM" as set forth in the Notice of Subrecipient Grant Award.

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in GMS to be binding upon the Parties. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

1.7 Jurisdictional Cooperation

A municipality may yield any portion of its allocated funds to the county within which it exists or a county may yield any portion of its allocated funds to a municipality within its footprint for eligible expenses. This may be accomplished in one of the following ways:

1. By a grant amendment, as described in section 1.6, where by funds are deobligated from the original subrecipient and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award.
2. A subrecipient may use funds pursuant to this agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the public health emergency. The subrecipient is responsible for ensuring subcontractor eligibility and maintaining all required documentation.

1.8 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, TDEM, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that TDEM will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to TDEM, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to TDEM or State of Texas. The grantee will cooperate with TDEM in the production of documents or information responsive to a request for information.

1.9 Remedies for Non-Compliance

If TDEM determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, TDEM, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by TDEM;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of TDEM;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;

10. Withholding further awards; or

11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless TDEM expressly authorizes them in the notice of suspension or termination or subsequently.

TDEM, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.10 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then TDEM may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to TDEM under this grant agreement and applicable law. False statements or claims made in connection with TDEM grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.11 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement. The grantee certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by a member of The A&M System, has direct or indirect financial interest in the award of this Grant Agreement, or in the services to which this Grant Agreement relates, or in any of the profits, real or potential, thereof.

1.12 Fraud, Waste, and Abuse

The grantee understands that TDEM does not tolerate any type of fraud, waste, or misuse of funds received from TDEM. TDEM's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, TDEM policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from TDEM that is made against the grantee, the grantee is required to immediately notify TDEM of said allegation or finding and to continue to inform TDEM of the status of any such on-going investigations. The grantee must also promptly refer to TDEM any credible evidence that a principal,

employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify TDEM in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify TDEM in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to TDEM.

1.13 Termination of the Agreement

TDEM may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against TDEM, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, TDEM may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

TDEM and grantee may mutually agree to terminate this Grant Agreement. TDEM in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by TDEM, grantee shall continue to be obligated to TDEM for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, TDEM's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by TDEM in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.14 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by TDEM as an agency of the State of Texas, its officers, regents, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that TDEM or the State of Texas may have by operation of law.

1.15 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by TDEM, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TDEM and grantee to attempt to resolve any claim for breach of contract made by the grantee that cannot be resolved in the ordinary course of business. Grantee shall submit written notice of a claim of breach of contract under this Chapter to the Chief of TDEM, who shall examine the grantee's claim and any counterclaim and negotiate with grantee in an effort to resolve the claim.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Southern District of Texas - Houston Division. Venue for any TDEM-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by TDEM in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.16 Liability for Taxes

The grantee agrees and acknowledges that grantee is an independent contractor and shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TDEM and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of TDEM.

1.17 Required State Assurances

The grantee must comply with the applicable State Assurances included within the State Uniform Grant Management Standards (UGMS), Section III, Subpart B, _14, which are attached hereto and incorporated for all purposes as Exhibit A.

1.18 System for Award Management (SAM) Requirements

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or

receipt of final payment, whichever is later, as required by 2 CFR Part 25.

- B. The grantee will comply with Executive Orders 12549 and 12689 that requires “a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed in the federal government’s terrorism watch list as described in Executive Order 13224.

1.19 No Obligation by Federal Government

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.20 Notice

Notice may be given to the grantee via GMS, email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in GMS.

1.21 Force Majeure

Neither the grantee nor TDEM shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.22 Debt to State

The grantee certifies, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.23 Franchise Tax Certification

If grantee is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then grantee certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that grantee is exempt from the payment of franchise (margin) taxes.

1.24 Severability

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

1.25 E-Verify

By entering into this Grant Agreement, grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

1.26 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1.27 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.28 Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.29 Suspension and Debarment

- a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2C.F.R. Sec. 180.995), or its

affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).

- b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by TDEM. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to TDEM, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.30 Energy Conservation

If applicable, grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.31 Procurement of Recovered Materials

- a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

1.32 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2 Property and Procurement Requirements

2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by TDEM. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from

the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to TDEM upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or TDEM, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to TDEM at all times upon request.
- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Consulting Contracts

Pre-approval of costs related to consulting contracts is required and the value of consulting contracts entered into by the grantee may not exceed 5% of the total funds received by the local unit of government.

2.3 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

2.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), TDEM, and the State

Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, TDEM, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement.

3.2 Single Audit Requirements

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

The grantees expending more than \$750,000 in state funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

3.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to TDEM a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of TDEM.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, TDEM, or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by TDEM within the time period specified by TDEM and to the satisfaction of TDEM, at the sole cost of the grantee. The grantee shall provide to TDEM periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.4 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from TDEM under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.
 1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
 2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
 3. TDEM may direct a grantee to retain documents for longer periods of time or to transfer certain records to TDEM or federal custody when it is determined that the records possess long term

retention value.

4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

- A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.
- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

4.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of

a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

- E. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit F. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5 Financial Requirements

5.1 Direct Deposit

A completed direct deposit form from the grantee must be provided to TDEM prior to receiving any payments. The direct deposit form is currently available at <https://grants.tdem.texas.gov/>.

5.2 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Payment of funds on projects may be initiated by the grantee through a Request for Reimbursement (RFR) in GMS.

Grantee may initiate an Advance of Funds Request (AFR) through GMS for an initial cash advance to cover actual costs incurred or up to 20% of their total allocation, whichever is larger.

Additional advances or reimbursement requests may be requested following full reporting to TDEM of expenses incurred and applied against the initial and/or any subsequent advance payments.

If sufficient progress is not made towards expenditure of advanced funds and/or the grantee fails to meet financial reporting obligations, TDEM may implement sanctions as necessary up to and including grant termination.

All documentation for expenditures paid during the project period must be submitted to TDEM on or before the grant liquidation date.

5.3 Financial Reporting

Financial reports must be submitted to TDEM on a quarterly basis via GMS but can be submitted more often as necessary to draw down funds.

The final financial report must be submitted to TDEM on or before the grant liquidation date or the grant funds may lapse and TDEM will provide them as grants to other eligible jurisdictions.

5.4 Reimbursements

TDEM will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. TDEM is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

5.5 Refunds and Deductions

If TDEM determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to TDEM the amount identified by TDEM as an overpayment. The grantee shall refund any overpayment to TDEM within thirty (30) calendar days of the receipt of the notice of the overpayment from TDEM unless an alternate payment plan is specified by TDEM. Refunds may be remitted to: Texas Division of Emergency Management, P.O. Box 15467, Austin, Texas 78761.

5.6 Recapture of Funds

The discretionary right of TDEM to terminate for convenience under Section 1.13 notwithstanding, TDEM shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by TDEM: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

5.7 Liquidation Period

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to TDEM.

5.8 Project Close Out

TDEM will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that TDEM paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

EXHIBIT A - State of Texas Assurances

As the duly authorized representative of Grantee, I certify that Grantee:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the grantee's governing body or of the grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the grantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§ 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
26. Shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, Erik Zimmer, am the City Manager of the City of Alpine ("Municipality"), and I certify that:

1. I have the authority on behalf of Municipality to request grant payments from the State of Texas ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that the City should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Texas Division of Emergency Management, and the Texas State Auditor's Office, or designee.
5. I acknowledge that the City has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if the County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: Erik Zimmer

Signature: _____

Title: City Manager

Date: June 2, 2020

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, City of Alpine, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, City of Alpine, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: Erik Zimmer

Signature: _____

Title: City Manager

Date: June 2, 2020

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ State of Texas Assurances, hereinafter referred to as "Exhibit A"

_____ CARES Act Coronavirus Relief Fund Eligibility Certification, hereinafter referred to as "Exhibit B"

_____ Certification Regarding Lobbying, hereinafter referred to as "Exhibit C"

Please sign below to acknowledged acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

By: Erik Zimmer

Signature: _____

Title: City Manager

Date: June 2, 2020

3. Discuss, consider, and take appropriate action on release of water line Easement near the South end of Cactus Street. (E. Zimmer, City Manager)



CITY COUNCIL

AGENDA REQUEST

**AGENDA FOR
COUNCIL
MEETING:
INITIATED BY:**

JUNE 2, 2020

ERIK ZIMMER

PRESENTED BY:

ERIZ ZIMMER

**AGENDA
REQUEST NO:**

ACTION

**RESPONSIBLE
DEPARTMENT:**

ADMINISTRATION

**FINANCE
DIRECTOR:**

MEGAN ANTRIM

**ADDITIONAL
DIRECTOR (S):****SUBJECT /
PROCEEDING:**

DISCUSS, CONSIDER, AND TAKE APPROPRIATE ACTION ON RELEASE OF WATER LINE EASEMENT NEAR THE SOUTH END OF CACTUS STREET.

EXHIBITS:**CLEARANCES****APPROVAL****LEGAL:** CITY ATTORNEY**FINANCE:** FINANCE DIRECTOR**APPROVAL:** CITY MANAGER**ROD PONTON:****MEGAN
ANTRIM:****ERIK ZIMMER:****BUDGET****EXPENDITURE REQUIRED: \$ 0****SAVINGS ANTICIPATION: \$****CURRENT BUDGET FY2018-2019: \$ 0****ADDITIONAL FUNDING: \$****RECOMMENDED ACTION****EXECUTIVE SUMMARY**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BREWSTER

§

§

CITY OF ALPINE

GRANT AND RELEASE OF EASEMENT AND PIPELINE

DATE: day of May 2020

GRANTOR: **CITY OF ALPINE**
 100 N 13th ST.
 ALPINE, TX 79830

GRANTEE: **CLAYTON ALAN KING, TRUSTEE OF CLAYTON ALAN KING 2014**
 TRUST
 P.O. BOX 1599
 ALPINE, TX 79830

1. **CONSIDERATION:** Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.
2. **PROPERTY:** Water Line Easement and the rights and privileges of ingress and egress to a particular tract of land being that certain Water Line Easement running South and West from the City Limit of the City of Alpine near the South end of Cactus Street to a point at the North line of Section 30 and out of Sections 40, 43 and 30, Block 9, G.H. & S.A. Ry. Co, Brewster County, Texas, reflected in that certain deed dated effective April 2, 1981, recorded in Volume 228, Page 29 on May 18, 1981, Deed Records, Brewster County, Texas, from Camille Newberry Shannon, individually and as Co-Trustee of the Laurel Shannon Trust, the Elizabeth Camille Shannon Trust, and the Lesley Brevard Shannon Trust, and the Capital National Bank, Austin, Texas, as co- Trustee of the aforesaid Trusts to The City of Alpine, as referenced on Exhibit "A" attached hereto and incorporated herein by reference.
3. Grantor, for the aforementioned consideration paid to Grantor and other good and valuable consideration, hereby grants, sells, transfers, releases and conveys to Grantee, Grantee's heirs, successors and assigns the Property without warranty. Grantor further terminates and abandons the Easement including all the rights and privileges of ingress and egress and any improvements Grantor has ever made pursuant to the prescribed easement deed, see terms of Exhibit "A", such as pipelines, water mains, or connections.

(SIGNATURE AND NOTARY ACKNOWLEDGMENT ON FOLLOWING PAGE)

GRANTOR: CITY OF ALPINE

Erik Zimmer, City Manager

Signature

APPROVED AS TO FORM AND LEGALITY:

Rod Ponton
Alpine City Attorney

STATE OF TEXAS §
 §
COUNTY OF BREWSTER §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Erik Zimmer, Alpine City Manager, on behalf of the City of Alpine and whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of City of Alpine and that he executed the same as the act of said City for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of May 2020.

Notary Public in and for the State of Texas

THE STATE OF TEXAS)
)
 COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Camille Newberry Shannon, individually and as co-trustee of the Laurel Shannon trust, the Elizabeth Camille Shannon trust, and the Lesley Brevard Shannon trust, and the Capital National Bank, Austin) Texas, a.s co-trustee of the said Shannon girls' trusts for and in consideration of the City of Alpine obligating itself to furnish to the Grantors, their heirs and transferors of the property described below, the right to receive water at no cost to the Grantors, their heirs and transferors, in amount that could average up to 50,000 gallons per month, not to exceed 600.000 gallons in any year based on the anniversary date of this contract and that the City of Alpine will provide, at no cost to Grantors, their heirs and transferors, up to and including two metered taps at a location or locations on the water line of the Grantor's choice and that connections to the tap or taps in the right-of-way or extensions of pipe from the taps will be at the City of Alpine's expense; do hereby Grant and Convey unto the City of Alpine, a municipal corporation situated in Brewster County, Texas, the right to contract and perpetually maintain a water main or mains in, upon and across the following described property situated in Brewster County. Texas to-wit!

Description of the Centerline of a ten-foot wide water line easement running South and West from the City Limit of the City of Alpine near the South end of Cactus Street to a point at the North line of Section 30 and out of Sections 40, 43 and 30, Block 9, G.H. & S.A. Ry. Co., Brewster County, Texas and more particularly described as follows:

101 228 PAGE 30

THENCE along said curve with Central Angle 08°00', Radius 2287.53 feet and Tangent 159.96 feet a distance of 319.40 feet to the Point of Tangency of said curve, a distance of five feet from a fence and in Cactus Street and passing into a tract described in Volume 139, Page 134, Deed Records of Brewster County;

THENCE South 26°00' East 325.16 feet along the West side of the Extension of Cactus Street to an angle point, passing through tracts described in Volume 139, Page 134, Records and through a 5-acre tract shown as Tract 11 on the city map;

THENCE South 17°42' West 28.08 feet passing the common line of said Sections 4-0 and 43 to an angle point five feet South of a fence line;

At this point (Sta. 6.72 + 64) the water line easement enters the Granters property and this document grants an easement from this point forward to the end of the line as described below.

THENCE South 63°08' West 2773.97 feet along a line parallel to and five feet South of a fence line passing through a tract described in Volume 79, Page 78, said Deed Records and a 97-acre tract shown as Tract 1 on the city map;

THENCE South 18°04' West 29.61 feet to an angle point;

THENCE South 27°00' East 471.66 feet parallel to and five feet East of a fence line to an angle point, passing through tracts described in Volume 79, Page 78 and Volume 25, page 515, said Deed Records and through said 79-acre tract and a 5-acre tract shown as Tracts 2 on the city map and crossing the common line of said Sections 40 and 43;

THENCE South 18°00' West 4.14 feet to an angle point;

THENCE South 63°00' West 1287.18 feet along a line parallel to and five feet South of said Section line and a fence line to an Angle point;

THENCE South 18°00' West 28.72 feet to an angle point five feet South of a fence;

THENCE South 62°51' West 993.00 feet parallel to and five feet south of said fence line, passing the common line of said Sections 30 and 40 to an angle point;

THENCE North 72°04' West 28.28 feet to an angle point;

THENCE North 27°00' West 22.93 feet to the end of this easement, a point on the common line of Sections 20 and

and making connections therewith; all upon the condition that the CITY OF ALPINE will, at all times after doing any work in connection with construction or repair of said water main, restore said premises to the condition in which the same were found before such work was undertaken.

The above-mentioned right to receive said amounts of water shall continue to run with the described property to Grantor's heirs and transferors, but shall not be assignable for purposes other than for use on the property described above.

The Grantors covenant that they will not erect, or pennit to be erected, or constructed, any buildings or obstructions on, upon or over said water main that would at any time hereafter impair the maintenance and the rights of ingress and egress of the CITY OF ALPINE, for the maintenance of said lines.

It is further conditioned that the easement and profit hereby granted shall be placed upon the lands and be effective as such easement and profit in accordance with field note calls for said water main or mains.

WITNESS our hands this the 2nd day of April, A.D., 1981.

Camille Newberry Shannon

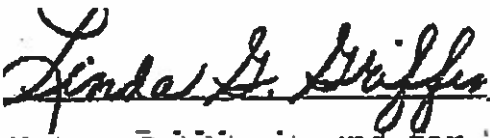
Camille Newberry Shannon, co-Trustee
CAPITAL NATIONAL BANK, Co-Trustee
Laurel Shannon Trust
Elizabeth Ann Shannon Trust

VOL 228 PAGE 32

THE STATE OF TEXAS 1
COUNTY OF TRAVIS 1

BEFORE ME, the undersigned authority, on this day personally appeared Camille Newberry Shannon, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of April, A.D., 1981.



Notary Public in and for Travis
County, Texas

THE STATE OF TEXAS 1
COUNTY OF TRAVIS 1

BEFORE ME, the undersigned authority, on this day personally appeared m·chAel C.' J/st1jhta1V, trust officer of the Capital National Bank, known to me to be the person and officer whose name is subscribed to the, foregoing instrument and acknowledged to me that the same was the act of the said bank as co-trustee of the Laurel, Elizabeth Camille, and Lesley Brevard Shannon Trusts, that he was duly authorized to perform the same, and that he executed the same as the act of suc.h b., .nking corporation for the purposes and con ideration therein expressed, and

RESOLUTION NO. 81-4-64

The Alpine City Council accepts the Shannan easement agreement as presented.

THE STATE OF TEXAS I
COUNTY OF BREWSTER J:
CITY OF ALPINE I

I, Shirley A. Scholl, City Secretary of the City of Alpine, Texas, do hereby certify that the above and foregoing is a true, full and correct copy of a resolution passed by the City Council of the City of Alpine, Texas on the 28th day of April, 1981, which resolution is of record in the minutes of said City Council.

EXECUTED UNDER MY HAND AND SEAL of said City of this the 18th day of May, 1981.

(SEAL) .


Shirley A. Scholl, City Secretary

11. Executive Session - - Pursuant to Texas Government Code 551.071 Consultation with Attorney on a matter for which it is the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct conflict with this Chapter and requires discussion of the item in closed session), and 551.071(consultation with attorney regarding potential or contemplated claims against the City) Pursuant to Texas Government Code 551.074 – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee. –

1. Discuss the Parkhill Smith & Cooper Contract update. (E. Zimmer, City Manager)
2. Discuss the Ole Crystal Bar Lawsuit against the City of Alpine. (E. Zimmer, City Manager)

12. Action – Executive Session –

1. Discuss, consider, and take appropriate action, if any, on Parkhill Smith & Cooper Contract updates. (E. Zimmer, City Manager)
2. Discuss, consider, and take appropriate action, if any, on Ole Crystal Bar Lawsuit against the City of Alpine. (E. Zimmer, City Manager)