

# City of Alpine

## Regular City Council Meeting Tuesday, October 20, 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, October 20, 2020 in the Civic Center at 803 W. Holland and via Zoom Conference, in the City of Alpine, Texas. Meeting login details may be found at [www.cityofalpine.com](http://www.cityofalpine.com) for the purpose of considering the attached agenda. This notice is posted pursuant to the Texas Open Meetings Act. (Section 551.043, Texas Government Code).

Members of the audience will be provided an opportunity to address the Council on any agenda item after determination of quorum and proof of notice of the meeting. Zoom meeting comment and question rules and procedures are listed on the City Website. Remarks will be limited to a total of 3 minutes per person. Please email your name to Geo Calderon ([g.calderon@ci.alpine.tx.us](mailto:g.calderon@ci.alpine.tx.us)). If you have a petition or other information pertaining to your subject, please email it to the City Secretary beforehand. All names wanting to make public comment for the meeting will be queued up and given to the Mayor at that section of the meeting. The Mayor will call on those individuals one at a time and our meeting moderator will take you off mute to make your comments. This will function the same as our existing sign-up sheet in Council Chambers. **\*\*\* Please note, you MUST include your full name (first and last) along with what Ward you reside in or have business interest in. If you do not live or own property in the City please state that in your email.** State law generally prohibits the Council from discussing or taking any action on any issue not included on the agenda, but, if appropriate, the Council may schedule the topic for future discussion or refer the matter to staff. **NO PERSONAL ATTACKS ON COUNCIL MEMBERS OR CITY STAFF WILL BE ALLOWED.** The Mayor and/or City Council Members may call a Point of Order to stop Personal Attacks. If an individual continues to personally attack an elected official or staff member in a meeting, they may be barred.

### Agenda

1. Call to Order, and Pledge of Allegiance.
2. Determination of a Quorum and Proof of Notice of City Council Meeting.
3. Public Comments – (limited to 3 minutes per person)
4. Presentation, Recognitions and Proclamations – (A. Ramos, ,Mayor) –
  - Proclamation and Recognition - Joe (Magoo) Torres.
5. Reports -

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

City Attorney's Report –

- Update on current matters

City Manager Report

- Coronavirus Update
- Boards and Commissions Update
- Transportation Update
- San Angelo Intermodal Announcement
- Code Enforcement example

City Staff Update

- Visitor Center/Tourism by Heather Yadon and Chris Ruggia
- Environmental Services by Adelina Beall

6. Public Hearings –

- Public Hearing on citizen's views and comments concerning the approved proposed changes of Chapter 10 - Animals, Section 10-186 Dangerous Dogs.

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

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

1. Approval of minutes from City Council meeting on October 6, 2020. (E. Zimmer, City Manager)
2. Discuss, consider, and take appropriate action on Resolution 2020-10-19, a Resolution for Big Bend Telephone Conference Room to be the location for the November 3, 2020 City Council meeting. (E. Zimmer, City Manager)

8. Information or Discussion items –

1. Discussion on the Enterprise Zone for Big Bend Regional Medical Center by CEO Rick Flores. (E. Zimmer, City Manager)

2. Discussion on Meeting Rules and Procedures, Chapter 23, City of Alpine Code of Ordinances. (A. Ramos, Mayor)

3. Discussion on the output from a meeting between City Attorney, City Manager, Police Chief, Building Official, and Animal Control as requested from the City Council at the October 6th and 7th City Council meeting. (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 approving Resolution 2020-10-02, to allow for the expenditure of Municipal HOT revenue by the City for construction or improvements off/in municipal parks. (E. Zimmer, City Manager)
2. Discuss, consider, and take appropriate action on the second and final reading on the approved proposed changes of Chapter 10 - Animals, Section 10-186 Dangerous Dogs. (M. Curry, City Council)
3. Discuss, consider, and take appropriate action regarding the installation of night lights and other improvements to existing services at the Lujan Baseball Field(Centennial Park) located at S. 11th St. and West Ave I in Ward 2. (R. Olivas, City Council)


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 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 – None

I certify that this notice was posted at 5:00 P. M. on October 16, 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](mailto:city.secretary@ci.alpine.tx.us) for further information.

A handwritten signature in black ink, appearing to read 'Cynthia Salas', is written over a horizontal line.

Cynthia Salas, City Secretary  
City of Alpine

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

- Proclamation and Recognition - Joe (Magoo) Torres.

# *Proclamation*

By Mayor Andres Ramos  
City of Alpine, Texas

**WHEREAS;** Joe “Magoo” Torres has served on the Parks Advisory Board and the Planning and Zoning Commission of the City of Alpine since 2016; and

**WHEREAS;** as an active member of the community, Joe “Magoo” Torres has had a profound impact to the City of Alpine and its citizens; and

**WHEREAS;** Joe “Magoo” Torres has always demonstrated compassion and concern for all members of the community; and

**WHEREAS;** the passing of Joe “Magoo” Torres has left the City with a void that will be difficult to fill; and

**WHEREAS;** Joe “Magoo” Torres is an inspiring embodiment of strength and a determined driver of progress; and

**WHEREAS;** through his civic service and engagement, Joe “Magoo” Torres, has made the City of Alpine a better place.

**NOW THEREFORE,** I, Andres Ramos, Mayor of the City of Alpine, Texas, do hereby proclaim October 18 through October 24, 2020, as:

## **CELEBRATING & HONORING JOE “MAGOO” TORRES WEEK**

in Alpine and urge all citizens to be aware of the significant impact that he has had in improving quality of life for Alpine’s families.

**IN WITNESS WHEREOF,** I have hereunto set my hand this 16<sup>th</sup> day of October in the year 2020.

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Andres Ramos, Mayor

### City Manager Report

- Coronavirus Update
- Boards and Commissions Update
- Transportation Update
- San Angelo Intermodal Announcement
- Code Enforcement example

	Planning & Zoning	Airport Advisory	Parks & Recreation	Animal Advisory	Sanitation & Environmental	Building & Standards	HOV Comm.	Music Comm.	Transportation Comm.
Ward 1	Rawles Williams	Cade Woodward	Kirsten Moody	Ami Rangra	Tami Nue	Clayton Shool	Sarah Davison	Neil Trammell (Hogwallops)	VACANT
Ward 2	Tim Pearce	Jimmy Morris	Darin Nance	Pat McCall	Dale Jenkins	Bob Savery	Jerry Johnson	Eden Hinshaw (The Swirls)	VACANT
Ward 3	Eileen Rouke	Marbet Moore	Kurt Mauchien	Lauren Spear	Jeff Bennett	Glen Criddle	Karen Sulewski	Monica Quiroz (Old Gringo)	VACANT
Ward 4	VACANT	VACANT	VACANT	VACANT	Geri Davis	Geri Davis	Laura Gold	Chris Puckett (Railroad Blues)	VACANT
Ward 5	Denis Foley	James Blair	Bibi Gutierrez	VACANT	David Buey	VACANT	John Green	Keri Blackman (Artwalk)	John Kennedy
	At Large - Dick Zimmer		At Large - Friends of Big Bend Parks - Alexandra Tackett	ACO - Jennifer Stewart		At Large - Jessie Lara	At Large - Vacant	Jeffrey Meyers (SRSU)	At Large - VACANT
	At Large - Tom Kennedy		At Large - School - Vacant	Vel. - Mary Dodson	Mayor Apple - VACANT	At Large - Vacant	At Large - Vacant	Steven Rammer (Viva Big Bend)	At Large - Jim Street
Meeting Day	4th Monday of month	3rd Wednesday	2nd Wednesday	2nd Tuesday of month		4th Wednesday of month			



City Staff Update

- Visitor Center/Tourism by Heather Yadon and Chris Ruggia
- Environmental Services by Adelina Beall

- Visitor Center/Tourism by Heather Yadon and Chris Ruggia

## **ALPINE VISITOR CENTER: Report for July-September 2020**

**Visitor Center Operations-** we initially allowed guests back inside the Visitor Center Memorial Day weekend with safety precautions in place. We were not having them sign the guest book at that time. When there was a large outbreak of COVID cases in June we went back to serving people from the porch for a month. Once more research showed the virus was not being transmitted by contact in late July we reopened the restrooms and allowed signing of the book. We are now operating with the facemask mandate in place and limiting the number of people in the building at one time since it is a small space.

### **Visitor Center Guest Counts**

#### **July 24-31 2020**

- 23 signed in, 7 did not sign
- 21 Texas
- 1 California
- 1 South Dakota

#### **August 2020 total Guests 164**

- 65 signed in, 99 not sign
- 61 Texas
- 2 California
- 1 Mississippi
- 1 Guadalajara

#### **August 2019 total Guests 877**

#### **September 2020 total Guests 257**

- 170 signed in, 87 did not sign
- 161 Texas
- 4 Louisiana
- 1 California
- 1 Utah
- 1 New York
- 1 Minnesota
- 1 Nevada

#### **September 2019 total Guests 678**

**Alpine Information Request Leads-** we have changed how we communicate with potential visitors who request information about Alpine. When people would request information, they used to be sent a general promo packet. Now they are sent a postcard encouraging them to visit our website to start planning their trip. If someone still prefers printed material, they can select what attractions they are interested in on our website or they can call the Visitor Center. We also get information requests directly through phone calls and email inquiries.

#### **July 266 Postcards**

6 requested additional information  
4 direct requests

#### **August 166 Postcards**

1 requested additional information  
3 direct requests

September 256 Postcards  
5 requested additional information  
4 direct requests

Relocation Packets  
July-September 2020 total of 9

#### **Special Event and Media Packets**

- 90 Ranch Rodeo
- 40 Stable Performance Car Show
- 3 Texas Country Reporter
- 3 Family Travel Blogger

**Visitor Center Aesthetic Changes-** during the time that we were closed and limiting visitors to the porch we were able to make lots of low-cost improvements to both the exterior and interior of the building.

- Interior decor- paint
- "Where Are You From" new map
- Souvenir display from businesses
- Computer for guest use
- Kids section
- Outdoor display case clean up and new materials added
- Yard cleanup and flowers
- Rock garden and play area for families
- Large seasonal displays
  - graduation
  - 4th of July
  - Fall

#### **COVID Related Projects**

- Outdoor dining
- Restaurant Safety Pledge
- Lodging Safety Pledge distribution
- STR promo materials
- Work from home content for city website
- Alpine Texas Eats Facebook Group

#### **Events Planning & Assistance**

- Harvest Moon support with mural tour materials, Artwalk promo and health safety signage
- Midweek Mercantile & Music- New weekly event hosted by Visit Alpine. The number of vendors is growing each week. New signage to brand the event is being created. Music on the lawn promoting Alpine as a Music Friendly City. Family friendly with lots of free fun for kids. Excellent example of so many City departments working together to provide an event for the community.

#### **Upcoming Events**

- Alpine Halloween Trail & Treats
- Support Artwalk- promotion and information for visitors
- Christmas Parade
- Christmas Open House

## **ALPINE TOURISM PROMOTION PLAN: Report for July-September 2020**

### **HOTEL OCCUPANCY**

Texas Hotel Performance Factbook data provided by the Texas Hotel & Lodging Association. The Texas Hotel Performance Factbook is a product of Source Strategies, Inc. Their web site says that their data comes from State Comptroller reports, though direct comparison of a quarterly Comptroller's report shows that they do not include Value Inn ("Alpine Lodging") and that they group short term rentals in a different way. Accordingly, these numbers should be considered as generalizations.

#### **12 months ending June 30 (550 rooms)**

Occupancy rate: 55.6% (-3.4% from previous year)

Total Revenue: \$11,250,206 (-12.5% from previous year)

Revenue Per Available Room: \$61.02 (-2.61% from previous year)

#### **3 months ending June 30 (365 rooms - down from 555 rooms Sunday House, Value Inn not included)**

Occupancy rate: 43.2% (-15.9% from Q2 2019)

Total Revenue: \$1,594,446 (-52.5% from Q2 2019)

Revenue Per Available Room: \$48.00 (-25.15% from Q2 2019)

### **PRINT ADS**

**Texas Monthly** - 270,853 circulation (2,389,000 readers)

1/3-page square (plus added editorial) - May issue

Total cost: \$3,258

Cost per thousand circulation (full page): \$36.09

Cost per thousand "readers" (full page): \$4.08

**Big Bend & Texas Mountains Travel Guide** - 90,000 circulation (360,000 readers) 2-page spread plus additional 2 pages of editorial content - 2020-2021

Total cost: \$10,500

Cost per thousand circulation (full page): \$33.33

Cost per thousand "readers" (full page): \$8.33

**Texas Highways** - 176,000 circulation (490,000 readers)

December - 1/6-page (Full-page co-op with Fort Davis, Marfa, Fort Stockton, Midland, Odessa)

Total cost (each): \$835.19

Cost per thousand circulation (full page): \$33.25

Cost per thousand "readers" (full page): \$11.90

### **DIGITAL ADS**

#### **Alpine Email Newsletters**

July - Sent: 3,502 Opened: 834; Clicks: 58

Open Rate: 23.81%

CTR: 6.95%

Total cost: \$1,000

**August** - Sent: 3,616 Opened: 876 Clicks: 40

Open Rate: 24.23%

CTR: 4.57%

Total cost: \$1,000

**September** - Sent: 3,729 Opened: 807 Clicks: 33 Open Rate: 21.46%

CTR: 4.09%

Total cost: \$1,000

**Facebook/Instagram** - (3 months: July-September) 771,194 impressions to 397,039 viewers with 10,656 engagements across 6 ad campaigns

Total cost: \$2,927.30

Cost per thousand impressions: \$3.80

Cost per thousand viewers: \$7.37

Cost per engagement: \$0.27

## **SOCIAL MEDIA** (3 months: July-September)

### **Facebook**

31,993 followers (+5.77% over last year)

877,680 impressions (+287.43% over last year)

83 posts (-25.38% from last year)

42,550 engagements (comments, shares) (+195.51% over last year)

### **Instagram**

10,684 followers (+39.13% over last year)

57 posts (+44.44% over last year)

20,440 likes (+95.96% over last year)

184 comments (+66.02% over last year)

### **Twitter**

1,502 followers (+10.44% over last year)

47 tweets (-49.57% from last year)

21,135 impressions (-52.58% from last year)

1,098 engagements (likes, retweets) (-12.7% from last year)

## **WEB SITE & MOBILE APP** (3 months: April-June)

### **visitalpinetx.com**

26,008 visitors (+34.76% over last year)

66,915 page views (+35.28 over last year)

### **Mobile App & Web Maps**

1,840 visitors (+299.39% over last year)

7,019 page views (+198.32% over last year)  
103 iOS downloads (+22.98% over last year)  
16 Android downloads (+116.67% over last year)

## OTHER ACTIVITIES

### Budget and administration:

- Prepare ongoing FEMA reports on COVID-related activities
- Participate in City Staff Directors' Meetings
- Prepare and deliver quarterly report to Council
- Review and archive Book>Direct analytics
- Recruit members for HOT Grants Committee and assist with applications
- Meeting on next steps for Short Term Rental ordinance, create Google Drive with notes and staff recommendations
- Rewrite HOT Grant policies and application form; distribute to past grantees, cityofalpine.com and area media
- Help collect HOT applications and forward to Cynthia
- Prepare materials for HOT Grants Committee, coordinate with committee members, host meeting with Erik and successfully develop funding recommendations for Council
- Contact all HOT grant recipients with details of awards, answer any questions
- Update Tourism Department Initiatives, Priorities & Challenges documents
- Continue regular twice-monthly Tourism planning meetings with Erik
- Provide 2019-2020 HOT grant applications & promotion contracts to Megan
- Prepare draft General Promotions budget for 2020-2021 with \$75,000 target
- Process final HOT revenues and expenses for 2019-2020 to ensure 50% ad requirement
- Attend Council Meetings to support HOT recommendations, fall events, etc
- Discuss online HOT payment gateway for cityofalpine.com with Geo and Erik

### Plan and execute promotions:

- Work with Erik on digital promotions plan (remarketing, search) and continually revise promotion/messaging priorities
- Develop Lodging Safety Pledges for both hotels & short term rentals; distribute printed and digital badges; create descriptive and promotional web pages for each pledge; create & distribute Outdoor Dining a-frame signs; begin social media & Google search ad campaigns
- Prepare content with Open Sky Media for email newsletters, proof and approve for distribution
- Assist Museum of the Big Bend in promoting Top Ten Western Museums award from True West magazine
- Distribute press release for TACVB Idea Fair award
- Underwrite expanded Alpine editorial in Big Bend & Texas Mountains Travel Guide
- Plan "Music Friendly Alpine" sponsorship of Austin Monthly Front Porch Music event
- Oversee production of 10-second video for Austin Film Festival sponsorship
- #AlpineTXPhoto Contest - Last round of facebook ads and email promos, receive and process contest entries, respond to questions, close to entries on September 30
- Promote "Alpine, Texas Eats" Facebook group (created & administered by Heather) on social media and web site

- Midweek Mercantile & Music logo artwork, promo flyer, banner artwork and ordering, distribute press release, facebook events, posts & ads
- Research audio tour mobile app vendors
- Update Hancock Hill trails map with route directly to The Desk
- Explore possibilities for a variety of promo videos (Hancock Hill, Wassermann Wranch, etc)
- Receive and share short video of SRSU rodeo roping from Jessica Lutz
- Consider new email promotion from Austin Monthly as possible co-op opportunity

Worked with Visitor Center Staff on:

- Ideas for "Alpine Texas Eats" Restaurant Facebook group, assist with planning and photos
- Lodging & Restaurant Safety Pledge programs, including radio ads, rack cards, extra printed badges
- Collect and send information requests from Texas Monthly and tourtexas.com, , compile email addresses for e-newsletters
- Ongoing hotel occupancy check-ins
- Consult on Ranch Rodeo welcome packets
- Registering Heather for TACVB online Annual Conference, comparing notes and sharing ideas afterwards
- Compile Alpine Cowboys / Kokernot Field historical info for a visitor handout and in-office presentation
- Assist in developing Work From Home resources, formatting for cityofalpine.com
- Prepare Tourism Department "Initiatives, Priorities & Challenges", apply "SMART" categories to each goal
- Work on Outdoor Dining signs and permits with David Hale
- Expanding web site content (music, rock hunting, Wassermann Wranch, activities, attractions)
- Discuss and develop new handout materials for events, attractions, etc
- Create business card file for Heather to print
- Explore options for front yard photo op board artwork
- Development and execution for Midweek Mercantile and Music, , handle all music booking, assist in developing safety policy, lay out mask requirement signs and assist Heather where needed
- Review and discuss MindEcology Visitor Profile Report
- Propose expanded public restrooms with outdoor access
- Inventory print materials; discuss updates and reprints for Historic Walking Tour brochure; plan for rack cards promoting large individual events
- Discussion of enhanced content for walking tours (mobile app)
- Assist with planning for holiday events with Heather, Cynthia and Erik
- Lodging/hospitality for blogger visit
- Assist in acquiring kids' Alpine Murals quiz, lay out for printing to distribute
- Reprint Historic Walking Tour brochures
- Plan and begin promotions for Halloween Trail & Treat

Media activity:

- **Alpine Avalanche** - phone interview and email follow-up re: Texas Music Friendly Community program
- **Big Bend Sentinel** - phone interview re: Viva Big Bend



- **travelawaits.com** - provide photography to freelance writer for article on travel to Alpine
- **Texas Monthly** - Fall travel feature in Sep 2020 issue with two Alpine photos: 2/3 page feature intro image plus following 1/2 page
- **Texas State Travel Guide** - review Alpine editorial and provide photography
- **Big Bend & Texas Mountains Travel Guide** - provide new photography
- Offer assistance to Phillips 66 commercial production
- **Marfa Public Radio** - interview on state of regional tourism with News Director
- Arrange lodging for blogger visit (rippedjeansandbifocals.com) to update post on traveling to Alpine with kids

Design and produce tourism web presence:

- Complete and launch #SafeTravels web page
- Update website alerts re: COVID cases and safety
- Texas Music Friendly Community info to Live Music page
- Add Bed & Breakfast category to listings
- Review Google Analytics monthly
- Create Lodging and Restaurant Safety Pledge web pages
- Update Hancock Hill Trails page with new map artwork and link to Google Maps app

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

- **Viva Big Bend** - extensive planning assistance, Facebook ad campaign, cross-post and share live video feed on social media, assist with post-event report and HOT grant application
- **Big Bend Comic Con** - attend zoom planning meeting, assist with HOT grant application, consult on promotions and HOT reimbursement policies
- **Museum of the Big Bend** - consultation re: 2020-2021 budget and timing, assist with HOT grant applications, advise on HOT reimbursements
- **Big Bend Film Commission** - consult on budget planning, assist with planning, ad production and review for Austin Film Festival sponsorship, discuss opportunities for property owners to submit to state film locations database campaign, assist with HOT grant application
- **Artwalk** - consult on 2020 event planning for Artwalk and Horny Toad Wine & Cheese Festival, assist with HOT grant applications, assist in getting measurements of streets for event plan, assist with communications on safety policies, make introduction to Gulf Coast Distillers (Tejas Beer) for possible sponsorship
- **Christmas in Alpine** - assist volunteers with artwork for thank you notes to sponsors
- Communicate with entire events contact list to request 2021 event dates, if known; update events contact list
- **Alpine Cowboys** - assist with HOT grant application
- **Ultimate Fandango** - some assistance with online version of the event, coordinate and produce live video from Alpine movie extras
- Texas Mountain Trail Region - assist with HOT grant applications, discuss possible projects for funding
- **Lone Star Cowboy Poetry Gathering** - assist with HOT grant applications, consult on reimbursement procedures for 2020-21 HOT grant

- **Alpine Downtown Association** - assistance with some event planning, billing and online promotion for Harvest Moon, buy Facebook ads, consult on safety policies and assist with APD contact for traffic controls

Review and authorize HOT promotional expenditures:

- Invoicing for ads: Ride Texas full-page advertorial, Authentic Texas magazine, USAA Today Summer Travel Guide, Big Bend & Texas Mountains Travel Guide, Tourtexas.com email newsletter, Big Bend Gazette, Alpine Avalanche & Big Bend Sentinel photo contest ads
- Contract for 2021 Texas Highways ad co-op, tourtexas.com mini-website
- Invoicing for Robert Greeson for Marie Kondo TV "audition" video
- Invoicing for THLA, TTA & TACVB memberships
- Invoicing for Printco (safety pledge badges, purchase order for Midweek Mercantile & Music banners)
- Invoicing for renewed photograph licenses from Aaron Bates
- Approve two ads for Texas Monthly in FY 2020-2021
- Invoicing for Open Sky Media email newsletters
- Contract and invoice for Austin Monthly special music promotion
- Invoicing for Visit Widget mobile app & web maps, Book>Direct website "Book Now" feature
- Invoicing for printing historic walking tour brochures, L&L Distribution
- Music invoicing for Midweek Mercantile & Music
- Invoicing for Neil Trammell songwriting (Alpine, Texas promo music)

Oversee all HOT-funded advertising by third parties:

- **Museum of the Big Bend** - invoicing for Authentic Texas magazine, Tourtexas.com email newsletter & web ads, Big Bend & Texas Mountains Travel Guide
- **Viva Big Bend** - process reimbursement request, receive post-event report
- **Alpine Downtown Association** - process reimbursement request for mural project, approve reimbursement request for 2020 Harvest Moon music
- **Alpine Cowboys Baseball** - invoicing for Big Bend & Texas Mountains Travel Guide
- **Lone Star Cowboy Poetry Gathering** - assist with compiling necessary documentation for final reimbursements
- **Big Bend Film Commission** - invoicing for website maintenance & Austin Film Festival sponsorship

Recruitment of workshops, seminars and/or conferences:

- No activity this quarter

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

- No activity this quarter

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

- Attend online TACVB Annual Conference
- Read *Virus upends tourism marketing, sparks idea of 'safecations'*  
(<https://apnews.com/7dbaf655c481d3406d05e11f6c863528>)

- View Webinar, *American Traveler Trends Forum: Recovery Marketing* ([https://www.youtube.com/watch?v=Et\\_cBiLAF0o&feature=youtu.be](https://www.youtube.com/watch?v=Et_cBiLAF0o&feature=youtu.be))
- Review TX Restaurant Association Safe Reopening Guidelines
- Review US Travel Association's weekly COVID reports
- Look over US Travel forecasts through 2023 ([https://www.ustravel.org/system/files/media\\_root/document/Research\\_Travel-Forecast\\_Summary-Table.pdf](https://www.ustravel.org/system/files/media_root/document/Research_Travel-Forecast_Summary-Table.pdf))
- Read *A Guide to Traveling with a Face Mask* at TravelPulse: <https://www.travelpulse.com/news/features/a-guide-to-traveling-with-a-face-mask.html>
- Read *How Destinations Are Inspiring Travel Confidence Again* (<https://www.simpleviewinc.com/blog/stories/post/how-destinations-are-inspiring-travel-confidence-again/>)
- Research National Travel Sentiment from STR, Destination Analysts, US Travel, MMGY Travel Intelligence, The Harris Poll
- View Webinar, *Future of Tourism: Destination Development*
- View STR Report videos on status of international hotel industry
- Read promotion strategy articles from twosixdigital.com agency
- View TTA Webinar: *How to Leverage Recent Changes to Facebook's AD Platform*
- Attend first day of TTA e-Symposium

Develop and maintain relationships with hotels, restaurants and attractions:

- Email with hoteliers re: general occupancy levels in town and web presence on [visitalpinetx.com](http://visitalpinetx.com)
- Email with hoteliers re: local availability of COVID tests
- Host zoom call for restaurants: Outdoor Dining, HVAC guidelines, Safety Pledge program; follow-up emails
- Acquire old Artwalk signs from Old Gringo and arrange for Public Works to re-paint them to use as Outdoor Dining promo signs
- Host zoom call and many emails with hotels and STRs re: Lodging Safety Pledge
- **Taste & See Bakery** - write letter of support for Main Street grant application
- Coordinate with hotels and STRs re: Lodging Safety Pledge
- Email with short term rental re: VRBO and HOT collections
- **Murphy Street Mercado** - assist with Visit Alpine branding materials for retail products
- Advise short term rental re: HOT payment processes

Develop and maintain relationships with local and regional partners:

- **Texas Hotel & Lodging Association** - zoom meeting with Erik and Justin Bragiel re: Lodging Safety Pledge program, receive draft pledge document from Justin; request & receive hotel occupancy data for Council report, inventory active hotels and rentals for association membership
- **Rio Grande Council of Governments** - determine some 2021 event dates and basic information and deliver with contact info for Homeland Security database
- **Texas Association of Convention & Visitors Bureaus** - enter Idea Fair awards with 1 on 1 on 1 Music Festival, win People's Choice Award
- **Sul Ross State University** - Forward COVID Response: Guide to Re-Opening Sports Facilities to Chris Herrera & Derek Polacchi; begin coordination work toward Hancock Hill trailhead sign; meet with President's Chief of Staff on Hancock Hill trailhead sign and Kokernot Lodge / Poet's

Grove enhancement projects; discuss assisting on Sustainable Tourism course with Dr. Chris Herrera; assist Theatre Dept. with online promotions for Drive In movies, meet with Alumni Director re: possible collaborative activities

- **West Texas Friends of the Night Sky** - communicate with nascent volunteer group; share Dark Sky Reserve updates on social media, discuss strategy and procedures for a visitor survey
- **Alpine Downtown Association** - attend August meeting, discuss economic development projects & enhanced walking tours, review September meeting minutes, attend October meeting, assist in forwarding ADA resolution in support of Artwalk to City Council prior to Council meeting
- **Keep Alpine Beautiful** - assist in planning for Kokernot Lodge trails & bird habitat improvement project, share bulky item pickup
- **Alpine Public Library** - coordinate with Director on web presence for work from home job resources
- **City of Alpine Parks Board** - meet with Board President and contact property owner(s) re: initiatives to encourage public recreational access to private properties
- **Texas Downtown Association** - consult with Celina, Texas tourism staff to assist them in planning their own music events, register for annual conference
- **Texas Mountain Trail Region** - recruit to assist on Kokernot Lodge / Poet's Grove project, proofread Big Bend & Texas Mountains Travel Guide, send suggested corrections
- **Big Bend Arts Council** - discuss enhanced content for walking tours (mobile app)

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

- **Marfa, Fort Davis, Fort Stockton, Midland, Odessa** - Design and admin for full page co-op ads in October & December Texas Highways
- **Visit Big Bend** - Get final approval on Murphy Street Historical sign content and place order for sign panel printing, completed sign shipped to City Hall
- **Fort Davis, Marfa** - Confer on outlook for co-op ads in new fiscal year (no budget from Fort Davis)

Other tasks as they arise:

- **Texas Music Friendly Community program** - "virtual" certification ceremony broadcast during online Viva Big Bend, edit Alpine music video with Neil Trammell, receive Music Friendly Community certificate and official logo, phone meetings with Texas Music Office, schedule and hold Music Advisory Board meeting, distribute zoom recording and minutes, forward Music Venue Alliance emails to Alpine venues, put draft music database on Google Docs
- **#AlpineTXPhoto Contest** - Receiving and processing contest entries
- Share COVID testing info and City job openings on social media, work with Erik and Dr. Escovar to develop new COVID testing artwork and consult on communications strategy; distribute new artwork on social media and web; request and receive translation from Leslie Mendoza
- Arrange for free repainting on Fire Department mural and coordinate with Public Works re: adding a protective clear coat to the mural
- Work with Erik, Heather Yadon, and Marci Tuck on planning for Economic Development initiatives (remote work education initiative, business incubator project, needs assessment for Alpine business, virtual job fair, invitation/community-profile presentation, distribute meeting notes, video call to develop content outline for community profile)

- Work with Erik, Cynthia Salas and Heather Yadon on outdoor dining assistance, safety pledge, HVAC recommendations for Alpine restaurants
- Create insert for gas bill soliciting donations for Sunshine House
- Assist Marci Tuck with input / support on CDBG sidewalks grant application; consult on graphics production for applications
- Assist Alpine nonprofits (Museum of the Big Bend, Alpine Public Library) in promoting their participation in #PermianBasinGives fundraising campaign
- Attend TXDoT Freight Mobility Plan meeting; draft formal comment re: truck & rail bypass and submit to planning group
- Distribute City employment opportunities on social media
- Give feedback to David Hale on Food Truck survey, suggest online version
- Receive list of Alpine projects for Texas-Mexico Border Transportation Master Plan with request for input, call for clarification, confer with Erik and respond
- Recommend TTA webinar on CARES Act finances to Megan and Marci, discuss next steps with Marci afterwards, forward her questions on coronavirus relief funds to Travel Texas (state office)
- Post new Governor's orders, AISD closure notice to social media
- Assist with Lighting Ordinance Workshop PR and Facebook event post
- Check with THLA on their position re: HOT funds for park improvements; schedule meeting with Erik and Justin Bragiel

- **Environmental Services by Adelina Beall**



# Environmental Services Update

Adelina Beall

- 
- ▶ The City of Alpine Water Conservation Strategies
  - ▶ Recycling Center Stats
  - ▶ Tree Grants
  - ▶ City Hall – Proposed Green Space





# The City of Alpine Water Conservation Strategies

- The Strategies that were submitted to the Far West Texas Water Planning group were presented to Council on: January 21, 2020.
- The FWTWP group approved the draft plan, which included these strategies on January 9, 2020.
- The group submitted the plan to the Texas Water Development Board (TWDB) on March 2020. The Far West Texas regional plan will be part of the TWDB State Water Plan due 2022.
- We are now eligible to apply for funding from Texas Water Development board to implement these water conservation strategies.
  - Engineering – Final Cost Estimate
  - Application Due: March 2021

# The City of Alpine Water Conservation Strategies

The following two strategies are intended to:

- 1. Utilize all available water (rainwater runoff and treated effluent) for grassland and riparian restoration in the project area, which will improve:
  - Wild life habitat
  - Increase biodiversity
  - Increase outdoor recreation

This area would be integrated to the Parks Master Plan Trail project, which would:

- Increase tourism by expanding the trail system and installing bird blinds and shaded seating
- Include signage with historical information, trail information (etiquette, and safety), and wild life information
- Utilized for Outdoor Education

- 2. To develop a water source that is available to recharge the underlying aquifer system (ASR);
- 3. To diminish the amount of treated groundwater that is currently used for landscape irrigation;
- 4. To provide for more efficient landscape irrigation of the Rain Gardens

• *Strategy 1: Irrigation application of captured rainwater runoff*

• *Strategy 2: Modification to wastewater treatment facility & irrigation system*

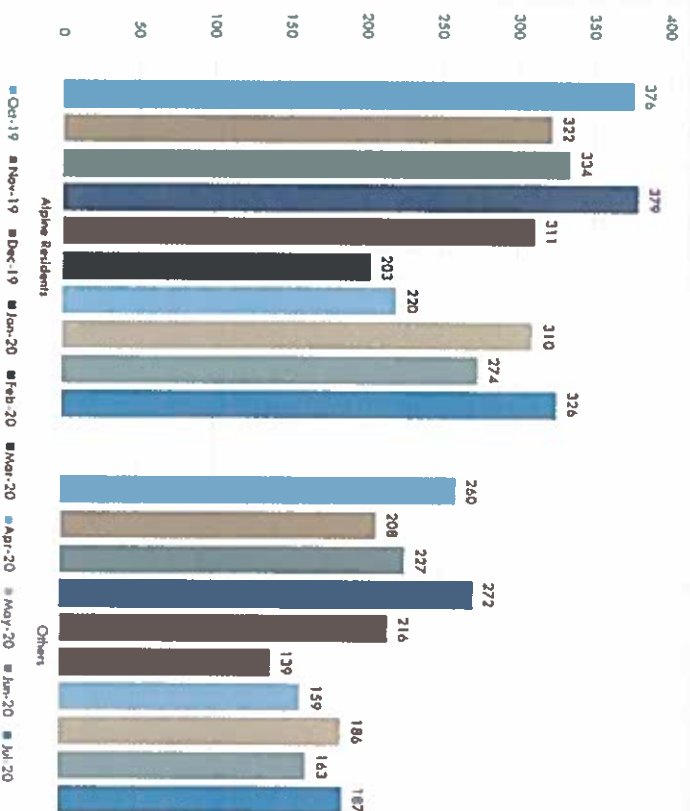
# Recycling Center Stats



## HAL FLANDERS RECYCLING CENTER



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



### FY 19-20 Total

Alpine Residents = 3687      Others = 2381

### FY 19-20 Monthly Average

Alpine Residents = 306      Others = 200

## Hal Flanders Recycling Center: FY 19-20

Material	Oct. 2019 – Sept. 2020 Drop Offs
Mixed paper	4311
Newspaper	1344
Plastic	4572
Cardboard	3849
Aluminum cans	3374
Glass	3387
Tin	2990
Brush	222
Scrap Metal	118
Bulky	54
Used Oil	132

**Staffing:** All positions filled (as of 7/26/2020)

**Electronic Recycling:** Through October 2020

**Quarterly Buck Pick up:** Oct. 12<sup>th</sup>

**Tree Giveaway:** November 2<sup>nd</sup>-7<sup>th</sup>

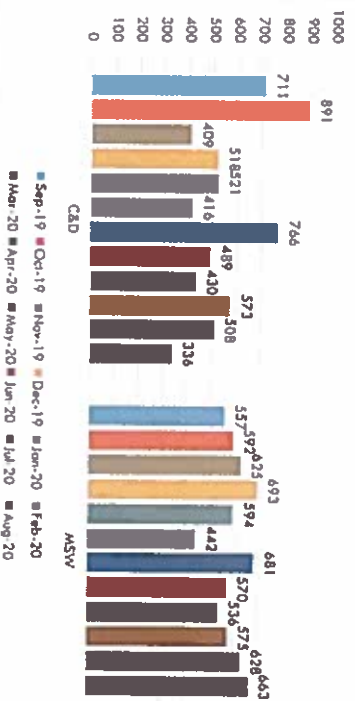
**Fall Sweep (Community Clean-up):** November 14<sup>th</sup>



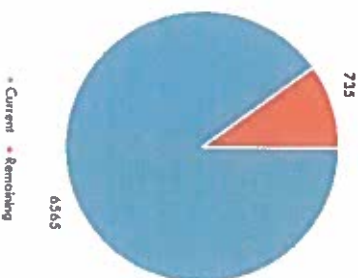
## Part 2: City of Alpine Landfill:

- 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.

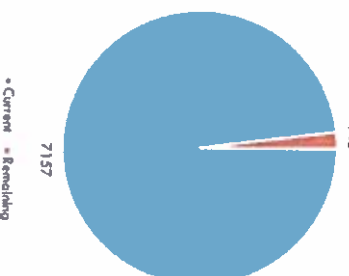
Landfill amounts in tons



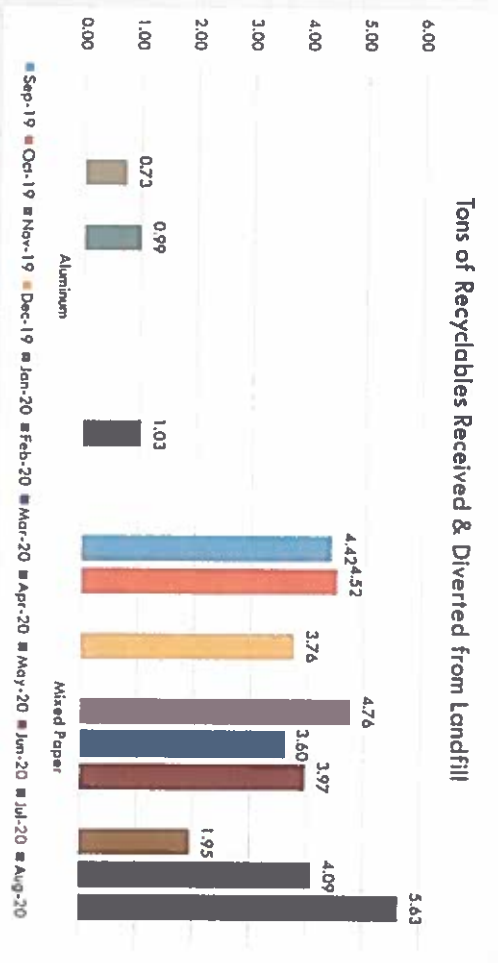
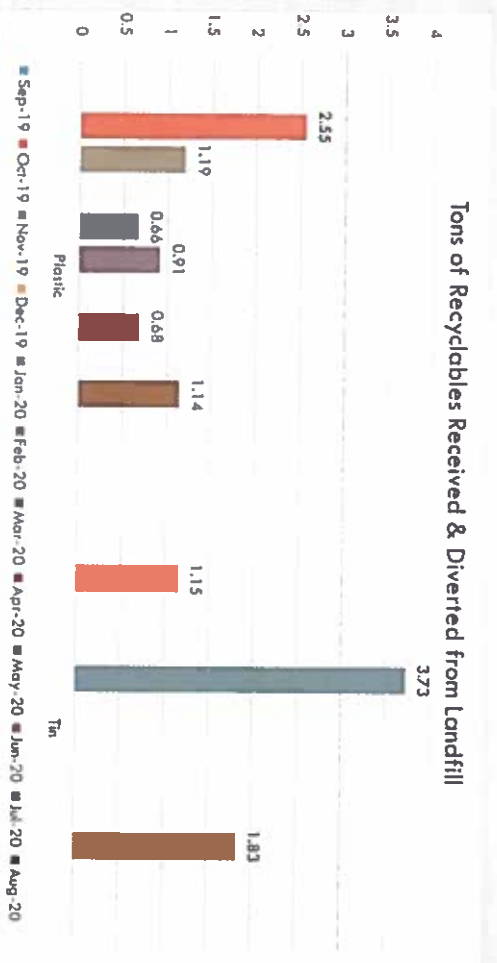
C&D tons



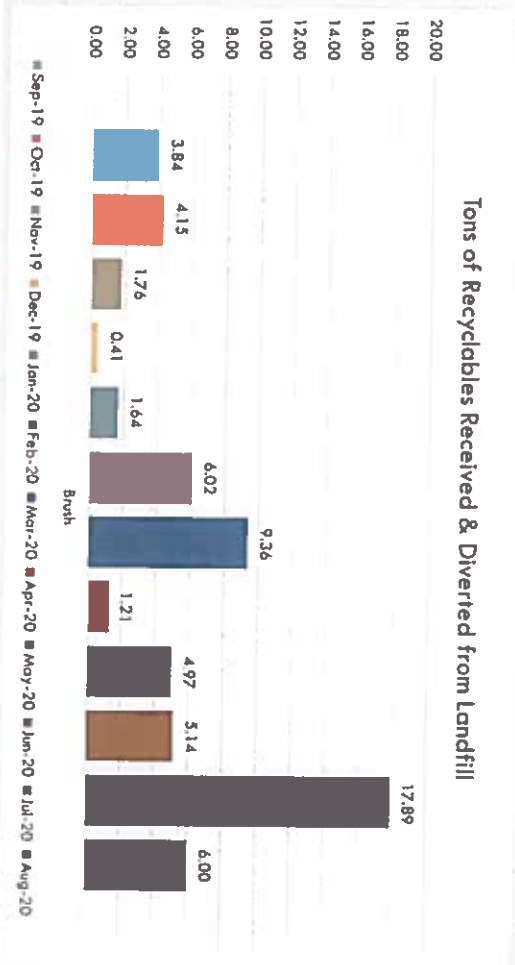
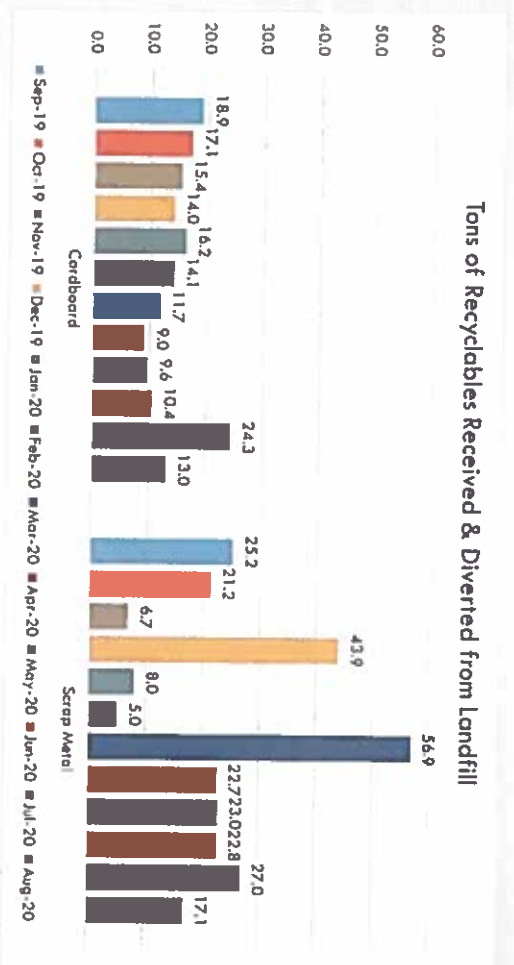
MSW tons



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

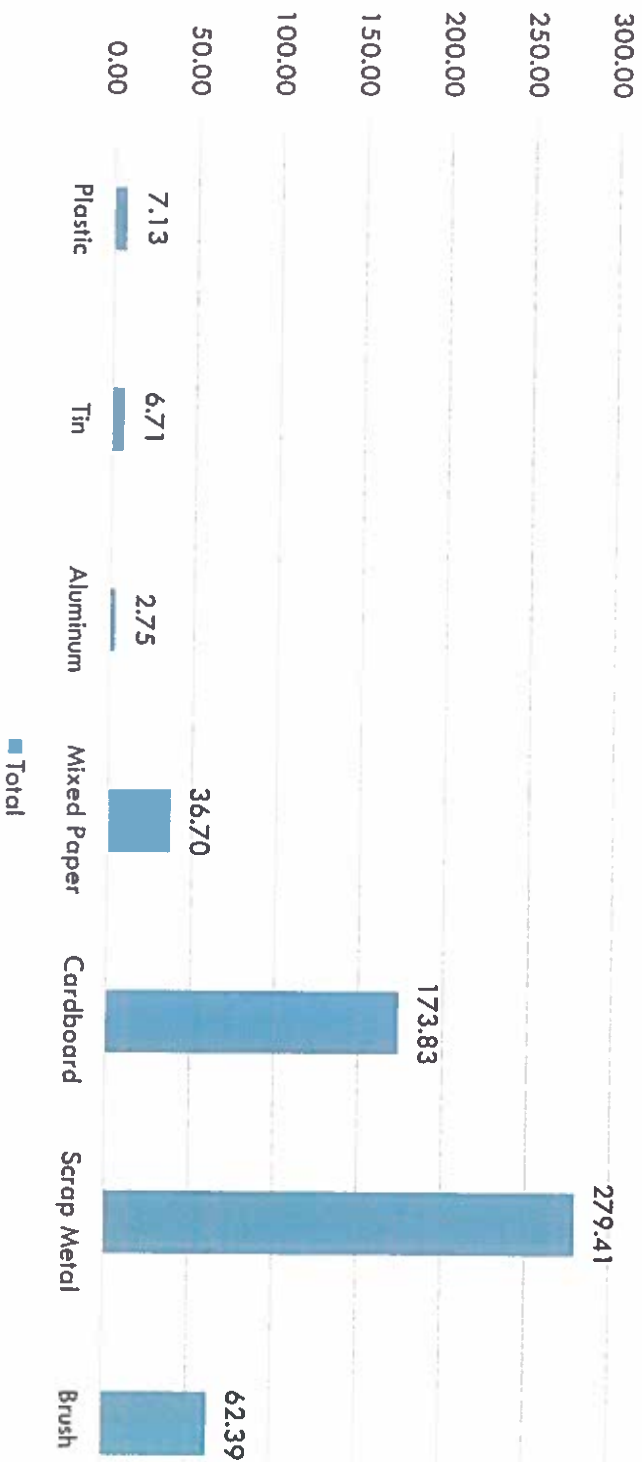


## Recycling received & diverted from landfill – including Hal Flanders contributions:





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



**Total Recycled**

**558.92 US Tons**

# Tree Grants

- ▶ Apache Tree Grants (4) – Awarded Sept. 21<sup>st</sup>, 2020
- ▶ Kokernot Park – Rain Gardens (50)
- ▶ City Hall – Green Space (50)
- ▶ Tree Giveaway (250) – Nov 2<sup>nd</sup> – Nov 7<sup>th</sup>

Kokernot Park Rain Gardens Trees		
	Amount	Size (gal)
Chinkapin Oak- (Quercus muhlenbergii)	5	1-5
Cedar Elm- (Ulmus crassifolia)	5	1-5
Chinese Pistache- (Pistacia chinensis)	5	1-5
Emory Oak- (Quercus emoryi)	5	1-5
Desert Willow- (Chilopsis linearis)	5	1-5
Mexican Walnut- (Juglans microcarpa)	4	1-5
Mexican Buckeye- Ungnadia speciosa	4	1-5
Mesquite- (Prosopis glandulosa variety glandulosa)	8	1-5
Bur Oak- (Quercus macrocarpa)	5	1-5
Alligator Juniper- (Juniperus deppeana)	4	1-5
	50	
City Hall - Green Space		
	Amount	Size (gal)
Alligator Juniper- (Juniperus deppeana)	4	1-5
Mexican Pinyon Pine- (Pinus cembroides)	6	1-5
Mexican White Oak- (Quercus polymorpha)	6	1-5
Desert Willow- (Chilopsis linearis)	5	1-5
Mexican Redbud- (Cercis canadensis variety mexicana)	5	1-5
Emory Oak- (Quercus emoryi)	6	1-5
Chinkapin Oak- (Quercus muhlenbergii)	6	1-5
Cedar Elm- (Ulmus crassifolia)	6	1-5
Chinese Pistache- (Pistacia chinensis)	6	1-5
	50	
Tree Giveaway Nov 2020		
	Amount	Size (gal)
Chinkapin Oak- (Quercus muhlenbergii)	50	1-5
Chinese Pistache- (Pistacia chinensis)	75	1-5
Desert Willow- (Chilopsis linearis)	75	1-5
Mesquite- (Prosopis glandulosa variety glandulosa)	50	1-5
	250	

# Tree Grants

- Pueblo Nuevo Park(50) – Spring 2021

- Total: 400 Native trees

Pueblo Nuevo Park Trees	Amount	Size (gal)
Chinkapin Oak- (Quercus muehlenbergii)	8	1-5
Cedar Elm- (Ulmus crassifolia)	8	1-5
Chinese Pistache- (Pistacia chinensis)	8	1-5
Bur Oak- (Quercus macrocarpa)	9	1-5
Desert Willow- (Chilopsis linearis)	9	1-5
Mesquite- (Prosopis glandulosa variety glandulosa)	8	1-5
	50	

# City Hall – Proposed Green Space



Water Catchment



Esplanade



Green Space

- Apache Tree Grant – 50 Trees







**ENVIRONMENTAL SERVICES  
DEPARTMENT**  
CITY OF ALPINE, TEXAS

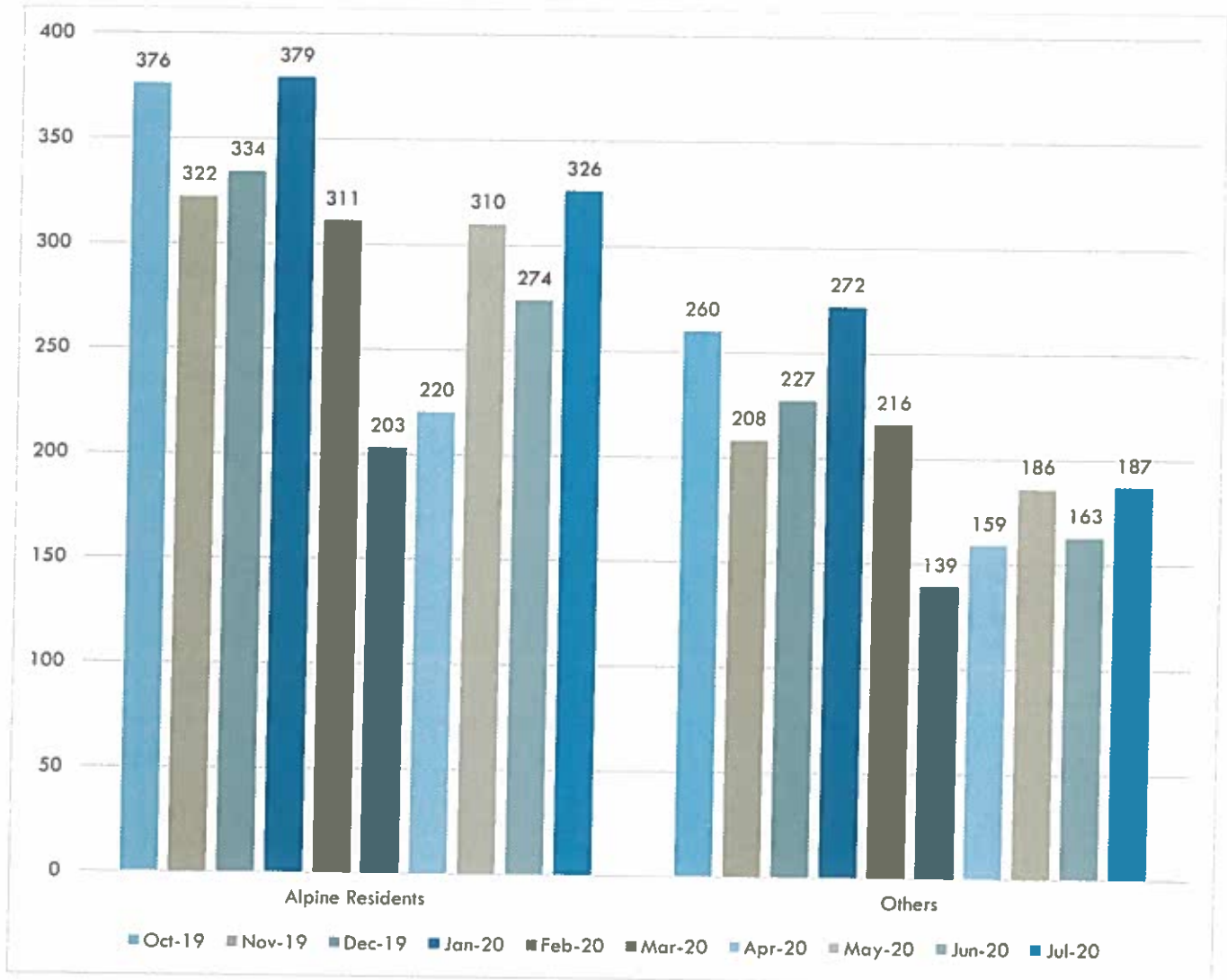
# HAL FLANDERS RECYCLING CENTER



10/20/2020

Recycling Report

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### FY 19-20 Total

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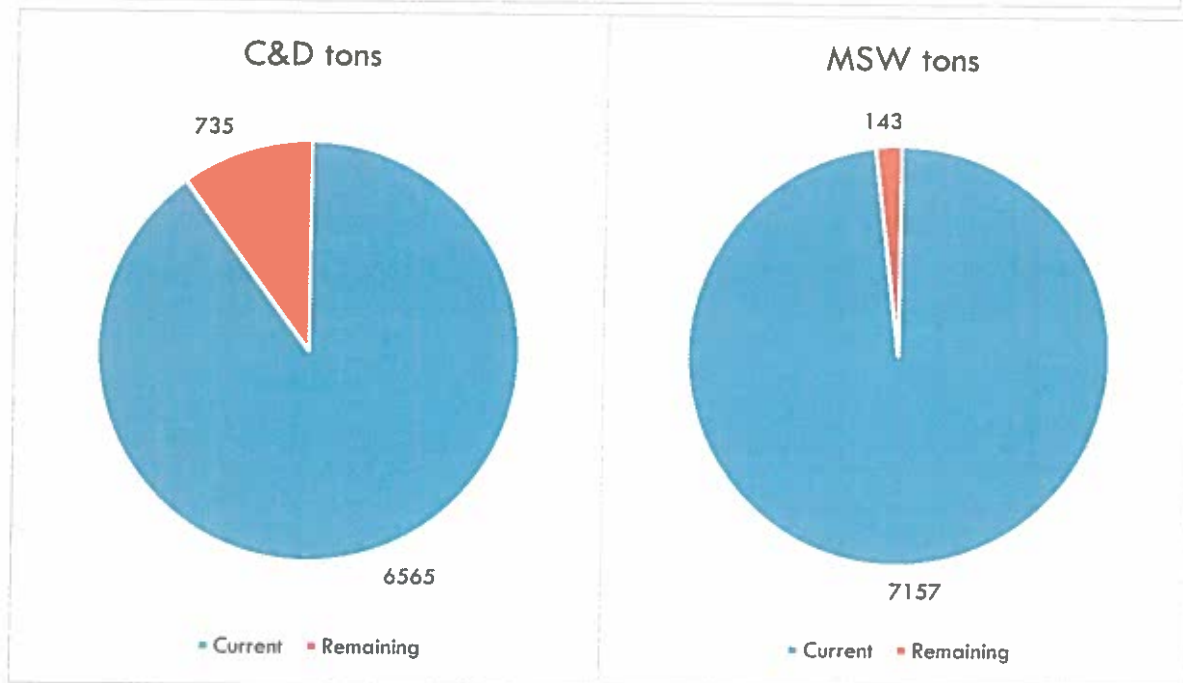
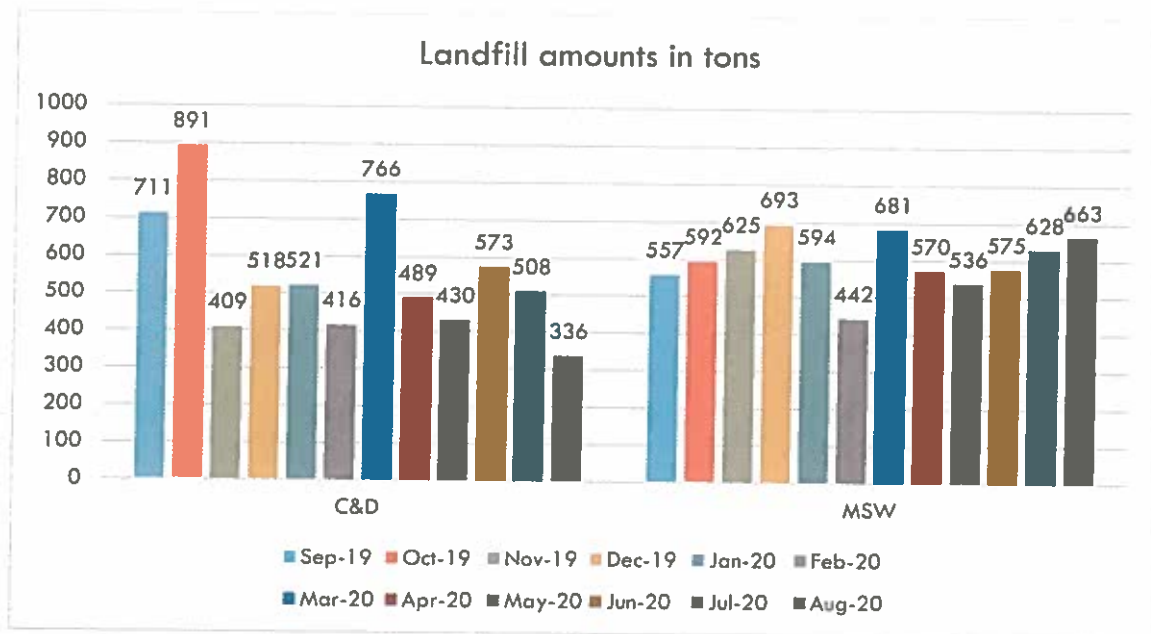
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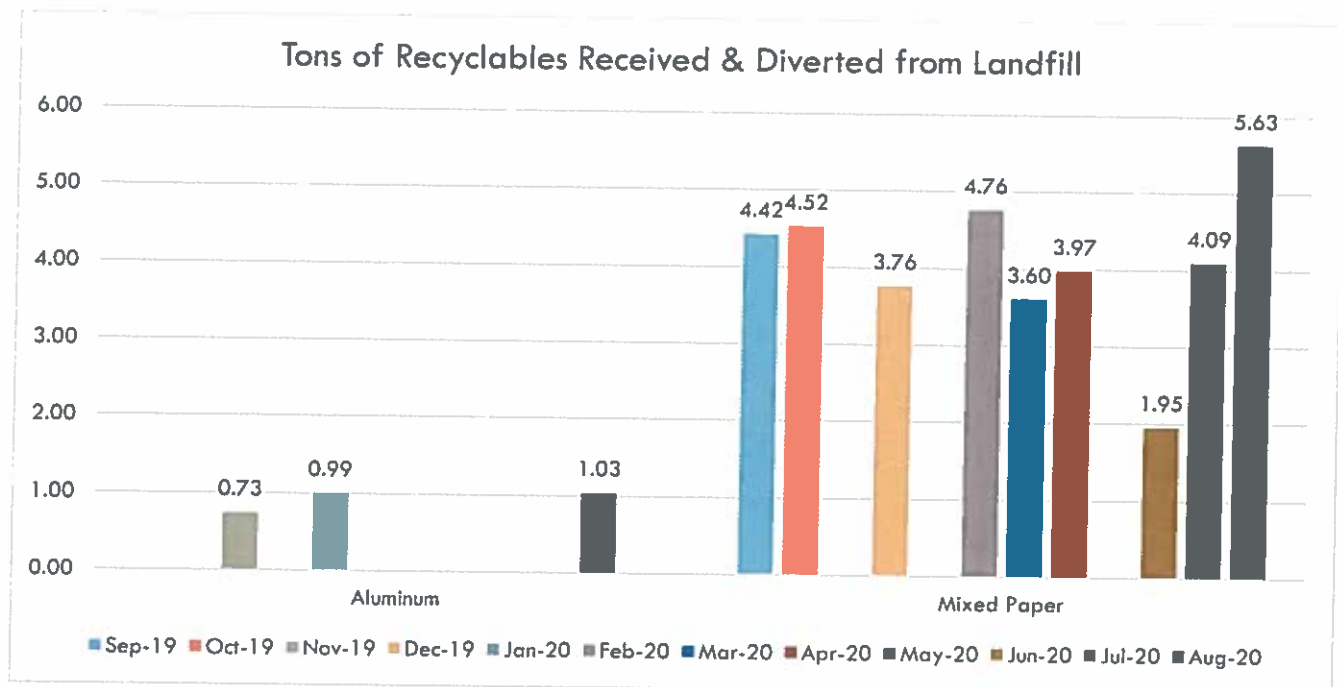
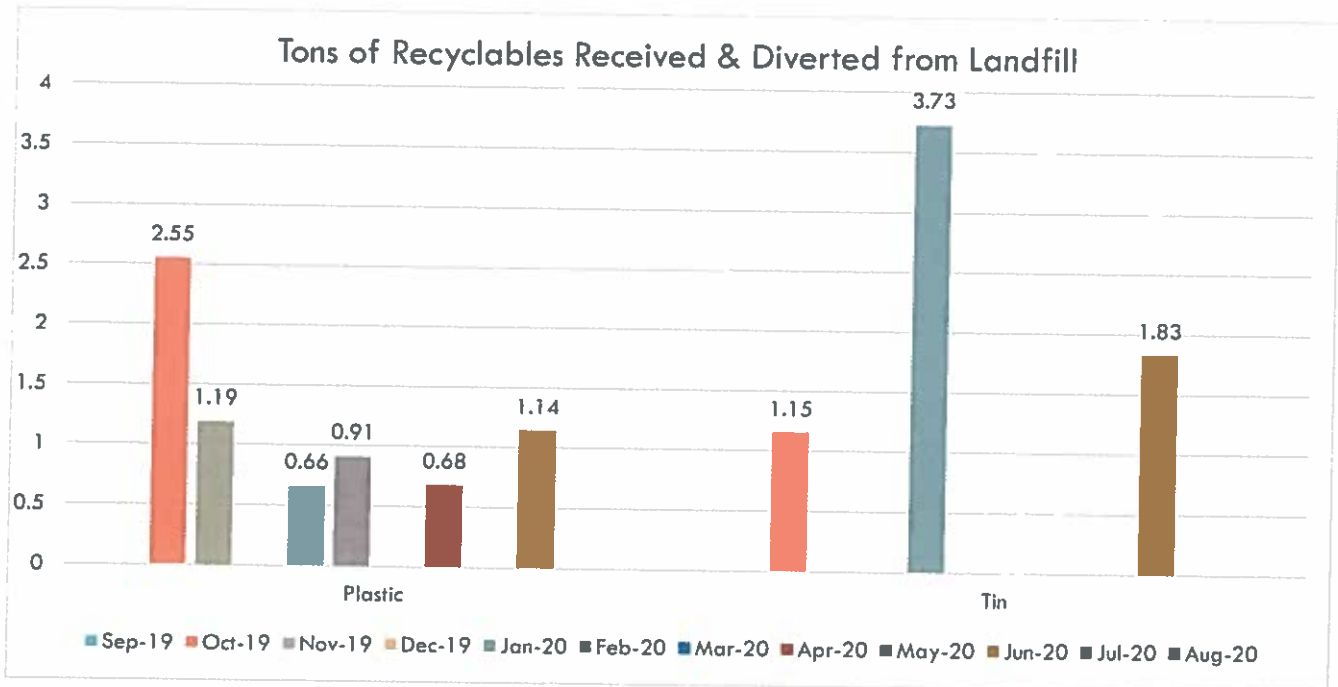
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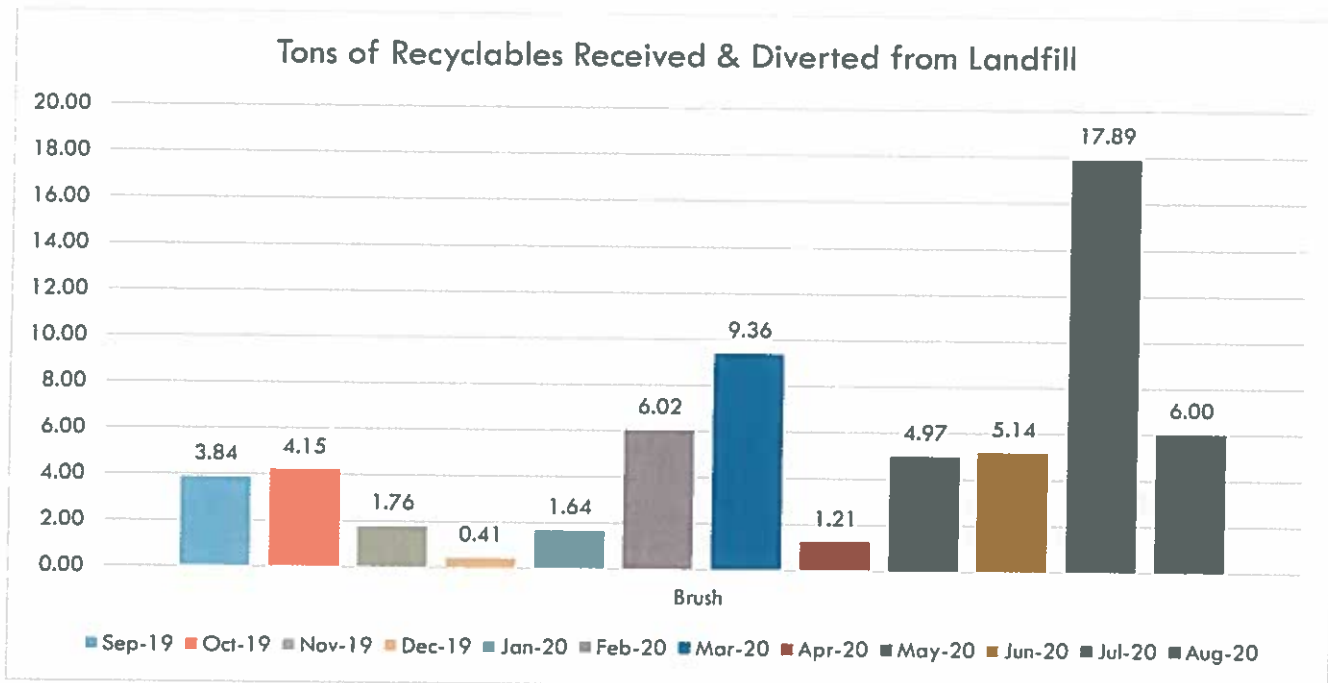
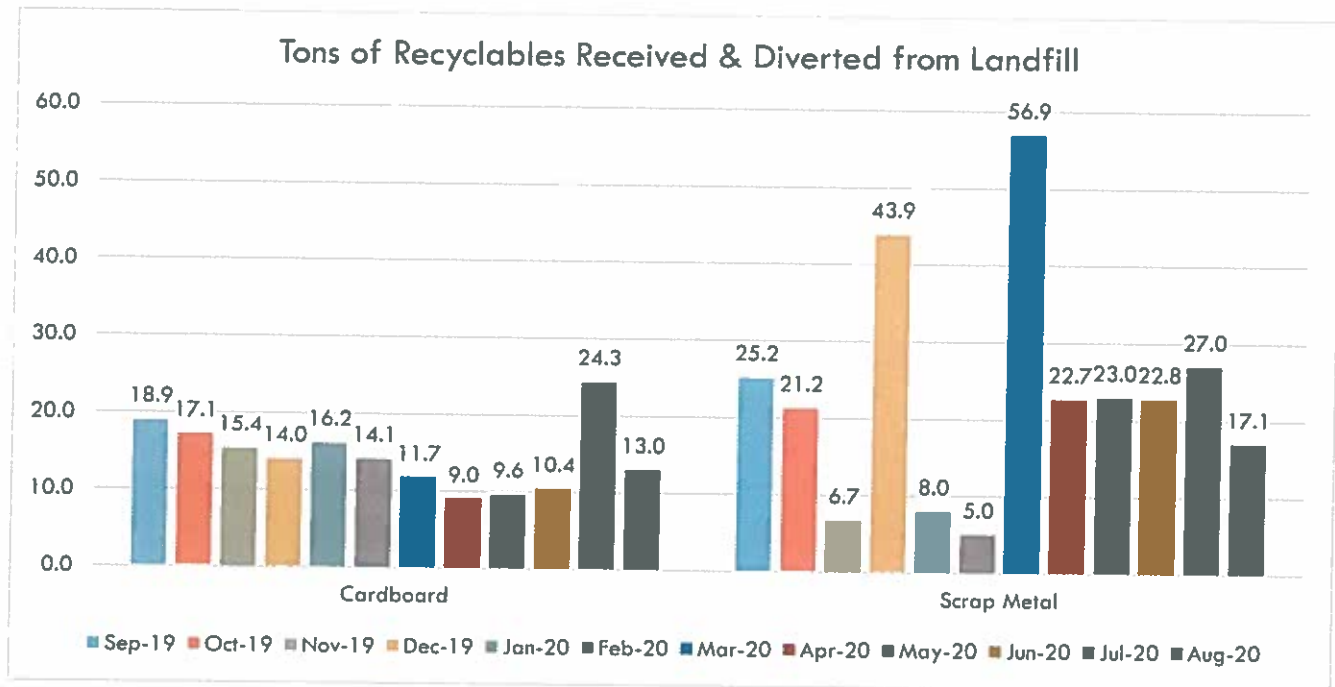


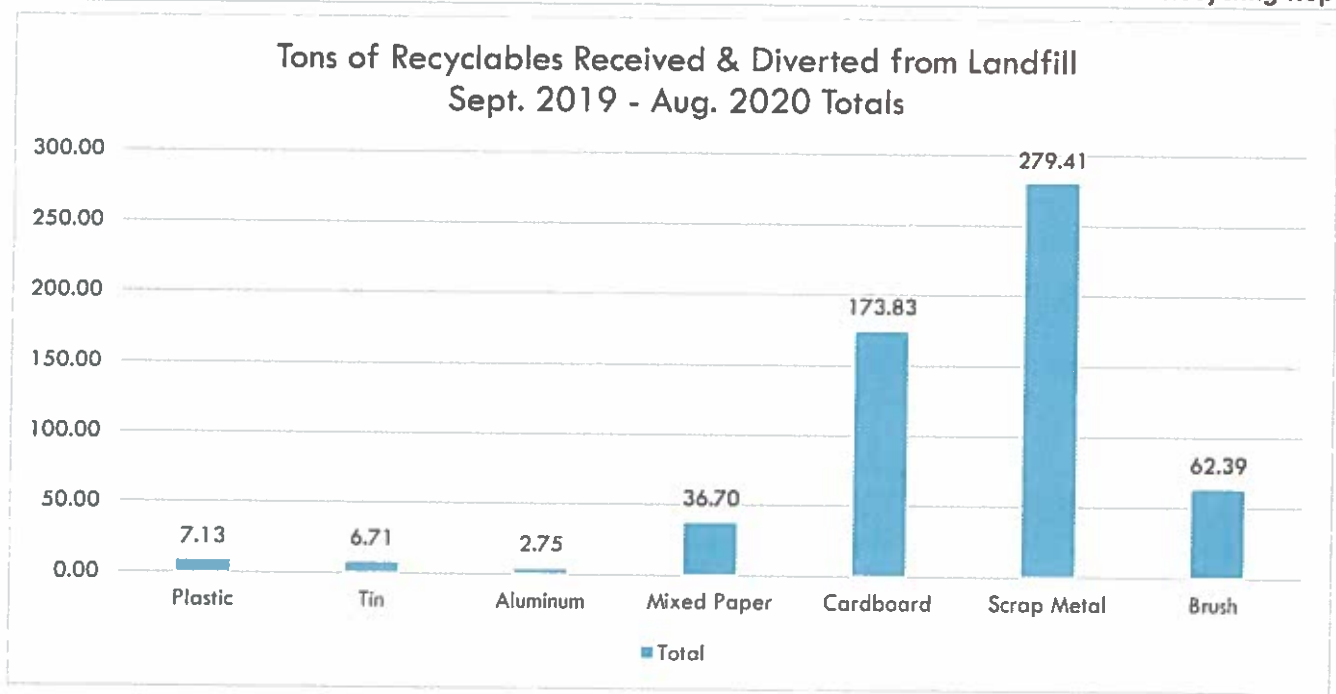


## Recycling received & diverted from landfill – including Hal Flanders contributions:



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





***Total Recycled***  
***558.92 US Tons***

6. Public Hearings –

- Public Hearing on citizen's views and comments concerning the approved proposed changes of Chapter 10 - Animals, Section 10-186 Dangerous Dogs.

## **Chapter 10 – Animals**

### **Proposed Changes Regarding Dangerous Dogs**

Sec. 10-186. Dangerous dogs and animals deemed hazardous to public health and safety.

1) It shall be unlawful for any person to own, keep or harbor any dangerous animal within the city provided this section shall not apply to animals under the control of a law enforcement or military agency. For the purpose of this chapter, a dog may be declared dangerous by an Animal Control Officer or his or her designee (hereinafter referred to as “Animal Control Officer”), after the occurrence of an “incident” defined as either a dog attack causing bodily injury or the dog undertaking an action that causes one to reasonably believe that the dog would attack and cause bodily injury.

#### **2) Dangerous Dog Determination**

- a. Once the City of Alpine becomes aware of an alleged incident, an Animal Control Officer shall complete a thorough investigation process that includes:
  - i. within 10 business days of the City of Alpine becoming aware of an alleged incident, an Animal Control Officer sending a notification to the dog owner describing the alleged incident, the fact of the initiation of an investigation, and an offer to afford the owner an opportunity to meet with the Animal Control Officer prior to the making of a determination;
  - ii. the Animal Control Officer gathering any medical or veterinary evidence and interviewing witnesses; and
  - iii. the Animal Control Officer making a detailed written report.
- b. No dog shall be deemed a “dangerous dog” if the Animal Control Officer determines the conduct of the dog during the incident was justified because:
  - i. the incident occurred as the result of a person who at the time was committing a crime or offense upon the owner or custodian of the dog, including crimes and offenses of willful trespass or other tort upon the premises or property occupied by the owner of the animal;
  - ii. the incident occurred as the result of a person abusing, assaulting, or physically threatening the dog or its offspring;
  - iii. the dog was responding to pain or injury or was protecting itself, its owner, custodian, or a member of its household, kennel or offspring; or
  - iv. the testimony of a certified applied behaviorist, board-certified veterinary behaviorist, or another recognized expert indicates to the satisfaction of the Animal Control Officer that the dog’s behavior was justified pursuant to the provisions of this Section.
- c. If the information gathered by the Animal Control Officer’s investigation shows by a preponderance of the evidence that the dog should be deemed a “dangerous

## **Chapter 10 – Animals**

### **Proposed Changes Regarding Dangerous Dogs**

dog,” the owner shall be sent immediate notification of the determination by registered or certified mail that includes a complete description of 1) the ownership requirements for a dangerous dog; 2) the dog owner’s right of appeal; and 3) the option and process to surrender the dangerous dog.

#### **3) Ownership Requirements – If the dog is determined to be dangerous, the owner must:**

- a. within 24 hours, register the dog with an Animal Control Officer and pay a \$100.00 fee;
- b. immediately restrain the dog at all times on a leash in the immediate control of a person or enclose the dog either indoors, or in a secure enclosure, being a locked structure of sufficient height and design to prevent the dog’s escape and to prevent direct contact with, or entry by, minors, adults or other animals;
- c. within 24 hours, post signs around the secure enclosure with the words “Dangerous Dog” in font size 72 or larger; and
- d. within 72 hours, obtain liability insurance coverage or show financial responsibility in an amount of at least \$100,000.00 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to the Animal Control Officer

#### **4) Appeal of Dangerous Dog Determination**

- a. The owner of a dog found to be a dangerous dog by an Animal Control Officer pursuant to this Chapter may file a petition for review of the dangerous dog determination against the City of Alpine in Alpine Municipal Court within 10 days of receipt of notification of the determination for a de novo review of the determination.
  - i. The Court shall give written notice of the time and place of any hearing to both the owner of the dog and the Animal Control Officer.
  - ii. The proceeding shall be conducted pursuant to the Texas Rules of Civil Procedure and Texas Rules of Evidence.
  - iii. Any interested party, including the City Attorney, is entitled to present evidence at the proceeding.
- b. After hearing all evidence, the Court shall determine by preponderance of the evidence whether the dog is dangerous.
- c. During the Municipal Court appeal process, the owner shall comply with the ownership requirements set forth in this Chapter.
- d. A dog owner or the City of Alpine may appeal the decision of the Municipal Court

## **Chapter 10 – Animals**

### **Proposed Changes Regarding Dangerous Dogs**

in the manner described by Section 822.0424 of the Texas Health and Safety Code.

- 5) The animal control officer may cause the muzzling, secure confinement, removal from the city or humane destruction of any animal for any of the following reasons:
  - a. Whenever an animal has committed an unprovoked attack upon any person or animal on more than one occasion.
  - b. Whenever a lawful patron or visitor of a business is jeopardized by a guard dog which is not securely confined during hours such business is open to the public.
- 6) Any dog which by an attack and regardless of circumstances causes the death of a person shall be deemed hazardous to public health and safety.
- 7) The owner of any dog deemed to be a hazard to public health and safety shall be held liable for all medical expenses and all other legally allowable damages incurred as a result of an attack by such dog upon a person.
- 8) The owner of any dog deemed to be a hazard to public health and safety shall be held liable for all veterinary medical expenses and all other legally allowable damages incurred as a result of an attack by such dog upon an owned domestic animal.
- 9) Any dog deemed to be a hazard to public health and safety shall be surrendered by the owner of such dog immediately upon demand to the City for purposes of euthanizing or shall be delivered by the owner of such dog to a licensed veterinarian for euthanizing, and the owner shall deliver a statement of euthanasia by the veterinarian to the City within 24 hours of receipt of request for the dog by the city.
- 10) Any dog maintained as a guard dog for purposes of property protection by the owner of such dog at a recognized business establishment and that bites or threatens to bite any person on the property of the business establishment at times other than the normal posted hours of operation of the business establishment shall not be considered a hazard to public health and safety provided such dog is physically securely confined to the boundaries of the property of the business establishment.
- 11) Dangerous dog removal fee. Any person given the option of removing an aggressive animal from within the city limits instead of being humanely destroyed shall pay a fee of \$100.00 and all other assessed fees involving the dangerous animal.
- 12) Owner Liability – Any owner or custodian of a dog or other animal is guilty of a:
  - a. Class B misdemeanor if the dog previously declared a dangerous dog pursuant to this section, when such declaration arose out of a separate and distinct incident, attacks and injures or kills a cat or dog that is a companion animal belonging to another person;

## **Chapter 10 – Animals**

### **Proposed Changes Regarding Dangerous Dogs**

- b. Class A misdemeanor if the dog previously declared a dangerous dog pursuant to this section, when such declaration arose out of a separate and distinct incident, bites a human being or attacks a human being causing bodily injury, thereby rendering the dog a hazard to public health and safety;
- c. Class A misdemeanor if any owner or custodian whose willful act or omission in the care, control, or containment of a dog or other animal is so gross, wanton, and culpable as to show a reckless disregard for human life, and is the proximate cause of such dog or other animal attacking and causing serious bodily injury to any person, thereby rendering the dog a hazard to public health and safety.
- d. Class A misdemeanor if the owner of any animal that has been found to be a dangerous dog willfully fails to comply with the requirements of this section, thereby rendering the dog a hazard to public health and safety.



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

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

1. Approval of minutes from City Council meeting on October 6, 2020. (E. Zimmer, City Manager)

City of Alpine  
Regular City Council Meeting  
Tuesday, October 6, 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. City Secretary, Cynthia Salas reported that the agenda was posted at 2:00 P.M. on October 2, 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) – Jim Street, John Kennedy, Jan Moeller, and Keri Blackman.
4. Presentations, Recognitions and Proclamations – (A. Ramos, Mayor) –
  - Proclamation for Domestic Violence Awareness Month
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 –

  - Update on admission of Alpine Police Dept. arrestees into the Brewster County Jail.
  - COVID-19 Governor's Orders – Duration, milestones for modification whether any changes likely.

City Manager Report –

  - Coronavirus Update
  - GA-30 and GA-31 – Governor Executive Order Updates
  - City properties – Update on Valuations and Maintenance Needs

City Staff Updates –

  - Building Services Update – David Hale
  - City Utilities Update – Scott Perry
  - Finance Update – Megan Antrim
6. Public Hearings –
  - Public Hearing on citizen's views and comments concerning the Texas Parks & Wildlife grant application to develop Pueblo Nuevo Park. The City is requesting \$200,000 in funds and is required to provide a \$200,000 match from City funds if awarded.
7. Consent Agenda – (Minutes, Financial reports, Department written reports, board appointments, etc.) –

Waste Grant application for the City of Alpine. Motion was seconded by Councilor Curry. Motion passed 5 to 0.

5. Discuss, consider, and take appropriate action to approve Letter of Engagement with Gibson, Ruddock, and Patterson LLC to perform a single audit for the City of Alpine FY 2020/2021. (E. Zimmer, City Manager) – Motion was made by Councilor Stephens, by Resolution 2020-10-09 to approve Letter of Engagement with Gibson, Ruddock, and Patterson LLC to perform a single audit for the City of Alpine FY 2020/2021. Motion was seconded by Councilor Curry. Motion passed 5 to 0.
6. Review, discuss, consider, and take appropriate action on approving Resolution 2020-10-05 that will force resolution of the issues created by the Brewster County Sheriff unilaterally not allowing Alpine Police Department arrestees to be admitted to the County/City Jail without magistration. (R. Stephens, City Council) – Motion was made by Councilor Stephens, by Resolution 2020-10-05 that will force resolution of the issues created by the Brewster County Sheriff unilaterally not allowing Alpine Police Department arrestees to be admitted to the County / City Jail without magistration. Motion was seconded by Councilor Curry. Motion was amended by Councilor Stephens to approve Resolution 2020-10-05. Motion was seconded by Councilor Curry. Motion to approve amended motion was approved 5 to 0. Motion by Councilor Stephens to approve Resolution 2020-10-05. Motion was seconded by Councilor Curry. Motion passed 5 to 0.

Motion was made by Councilor Stephens, by Resolution 2020-10-10 to adjourn and reconvene Wednesday, October 7, 2020 at 5:30pm in accordance to established procedures. Motion was seconded by Councilor Curry. Motion passed 5 to 0.

Motion was made by Councilor Stephens, by Resolution 2020-10-11 to reconvene back into regular session. Motion was seconded by Councilor Curry. Motion passed 5 to 0.

Determination of quorum – Councilor Curry, Councilor Olivas, Councilor Betty Fitzgerald, Councilor Escovedo, Councilor Stephens and Mayor Ramos were present.

7. Discuss, consider, and take appropriate action, if any, on the Municipal Prosecutor / City Attorney. (R. Stephens, City Council. Motion was made by Councilor Stephens, by Resolution 2020-10-12 to discuss and consider appropriate action, if any, with regard to the City Attorney who is also the Municipal Prosecutor. Motion was seconded by Councilor Curry. Councilor Stephens shared background information and discussed three (3) potential areas that require in-depth discussion. Councilor Stephens advised that it is important for the City Council, the City Manager, key City staff members and the City Attorney to be in alignment because there have been a number of circumstances when actions have been taken that do not appear to be consistent with the City Charter. Section 4.04 of the charter states:

A) that the City Council shall appoint an attorney licensed to practice law in the State of Texas as an Attorney and shall serve at will. The City Attorney will be entitled to compensation as established by the City Council.

B) The duties of the City Attorney shall be to:

1. Serve as legal advisor to the Council, to all offices, departments, and agencies of the City, and to all officers and employees of the City in matters relating to their official duties.
2. Represent the City in all legal proceedings.
3. Perform all services to his or her position as may be required by statute, laws at the State or Local level, the City Charter, City Ordinance, or as directed by the City Council.

C) The Council may retain special counsel at any time that it deems such action appropriate or necessary; this is about giving Council the latitude to pick a special counselor should the City Council choose to require the service of an attorney, different than the selected City Attorney.

Councilor Stephens summarized the issue with the City Attorney/City Prosecutor, as discussed by the three employees, would be a lack of confidence of how strongly Municipal Court cases are prosecuted and how a consistent lack of preparedness by the City Prosecutor negatively affects the cases.

Councilor Stephens discussed the next issue which involves the City Attorney taking action on items that are not within his purview, and without City Council Consent. He stated that this type of behavior puts the City at risk. Councilor Stephens advised that this discussion would involve City Council's expectations of the City Attorney. The magistration issue between the City and the County Jail, which Rod Ponton took upon himself to try and remedy without Council consent, is a central example of the actions that the City Attorney has taken which are not appropriate. The City Attorney also fulfilled a Texas Public Information Act request without approval from City Administration or the City Council, which is outside of the City Attorney's purview.

Councilor Stephens discussed that the County Attorney and County Sheriff made informal allegations of possible misconduct by Alpine Police Department officers. No formal complaint was received. The City Attorney has finally requested formal information regarding the circumstances about this issue, but it has been over a month since these informal allegations were made.

Councilor Stephens discussed a video of Alpine Police Department bodycam footage that was released on YouTube and circulated on social media. The Chief of Police then issued a press release regarding the video and viewpoint of the Alpine Police Department. He then referred to a memo sent by the City Attorney to the Council stating that there was widespread recognition and patterns or practices of bad arrests by the Alpine Police Department. Rod Ponton sent an email to the City Council in which he advised that he sent two letters to the Texas Attorney General. In the email he stated that he was concerned with civil liabilities and persons arrested without probable cause of arrests made by the Alpine Police Department.

Regarding the issue with the Alpine Police Department not accepting arrestees prior to magistration, Rod Ponton took it upon himself to sort the issue by himself, and without direction of the Council or City Administration. He has also written correspondence without the inclusion or approval of the Council. Rod Ponton arranged a meeting with the Brewster County Sheriff where he arranged an agreement for the City concerning booking arrestees prior to magistration. The Core issues regarding the City Attorney is that he has conducted meetings, written letters, put a deal together with the Brewster County Sheriff – all without coordination or approval from the Council. Councilor Stephens also advised that the Brewster County Attorney allegedly has documented issues with Alpine Police Department Arrests, an issue that the Council was not aware of until the night of this meeting. Rod Ponton has not taken action to document these concerns or issues and bring them back to the Council.

Councilor Stephens stated that he wondered if the City Council was supposed to be the ones making policy decisions, and reiterated Section 4.04 of the Charter which confirms that the City Attorney serves as legal advisor so that the Council can make policy decisions.

The City attorney has documented that the City is at significant liability, and has failed to take action within an acceptable time. It is not until now, or last night's meeting, that the City Attorney is finally offering to take action on these critical items. Councilor Stephen's view is that the City Attorney is the one putting the City at risk due to the lack of action on his part to critical items. Councilor Stephens solicited comments from the rest of the Council at this time.

Councilor Olivas stated that he agreed with much of what Councilor Stephens said, but he believes that there seems to be a total lack of communication between the City and the County with respect to the arrestees of the Alpine Police Department. He understands that the City Manager has tried to get a hold of the Sheriff by multiple means, and it never happens. He also understands that the communication is lacking between the Chief of Police and the Sheriff. He sees that Mr. Ponton took it upon himself to discuss the issue with the Sheriff without City Council or City Manager approval, and came out of the meeting with a set of guidelines that will continue the discussion on the issue.

1. Discuss the update of Parkhill, Smith, and Cooper. (E. Zimmer, City Manager)
2. Discuss Union Pacific Declaratory and Injunctive Relief filing. (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 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)

**Motion was made by Councilor Stephens, by Resolution 2020-10-15 to come out of executive session. Motion was made by Councilor Curry. (7:53 P.M.)**

**12. Action – Executive Session –**

1. Discuss, consider, and take appropriate action, if any, on Parkhill, Smith, and Cooper. (E. Zimmer, City Manager) – **Motion was made by Councilor Stephens, by Resolution 2020-10-16 to take no action. Motion was seconded by Councilor Curry. Motion unanimously carried.**
2. Discuss, consider, and take appropriate action, if any, on Union Pacific Declaratory and Injunctive Relief filing.) – **Motion was made by Councilor Stephens, by Resolution 2020-10-18 to take no action. Motion was seconded by Councilor Betty Fitzgerald. Motion unanimously carried.**

I certify that this notice was posted at 2:00 P.M. on October 2, 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

I, Cynthia Salas, City Secretary, do certify that this notice was posted at 2:00 P.M. on October 2, 2020, and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

\_\_\_\_\_  
Cynthia Salas, City Secretary

2. Discuss, consider, and take appropriate action on Resolution 2020-10-19, a Resolution for Big Bend Telephone Conference Room to be the location for the November 3, 2020 City Council meeting. (E. Zimmer, City Manager)

STATE OF TEXAS

COUNTY OF BREWSTER

CITY OF ALPINE

**RESOLUTION 2020-10-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS APPROVING THE NOVEMBER 3, 2020 CITY COUNCIL MEETING BE MOVED TO BIG BEND TELEPHONE MEDIA ROOM.**

**WHEREAS**, the City Council Chambers and Civic Center will be unavailable to utilize for the City Council meeting on November 3, 2020 due to the General Election; and

**WHEREAS**, the City Council has decided to hold hybrid meetings that consist of in-person and virtual attendance; and

**WHEREAS**, Big Bend Telephone has offered the use of its Media Room for the City Council meeting that will take place on November 3, 2020.

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

The City Council hereby approves the utilization of the Big Bend Telephone Media Room for the November 3, 2020 City Council Meeting.

**PASSED AND APPROVED THIS THE 20<sup>th</sup> DAY OF OCTOBER 2020 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**ATTEST:**

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Andres "Andy" Ramos, Mayor  
City of Alpine

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Cynthia Salas, City Secretary  
City of Alpine

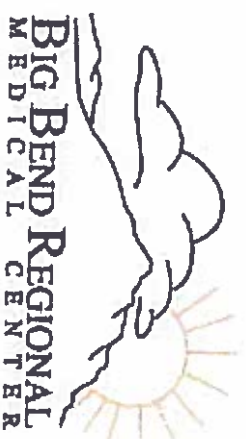
8. Information or Discussion items –

1. Discussion on the Enterprise Zone for Big Bend Regional Medical Center by CEO Rick Flores. (E. Zimmer, City Manager)



# HUSCH BLACKWELL

## Texas Enterprise Zone Project for



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September 3, 2020

# Table of Contents

- I. Texas Enterprise Zone Program
- II. Project Overview
- III. Creation and Retention of Jobs
- IV. Questions

# Texas Enterprise Zone Program: Overview

- The Texas Enterprise Zone Program (“EZIP”) is a state sales and use tax refund program used to promote job creation and investment that will assist certain areas of Texas.
- Allows local communities to partner with the State of Texas to promote investment in their communities.
- Approved projects are eligible to apply for sales and use tax refunds on qualified expenditures.

# Texas Enterprise Zone Program: Eligibility

- A local community must nominate to be eligible for the EZP.
- Communities must provide local incentives to the project for EZP qualification. (Ex. tax abatement, tax increment financing, and one-stop permitting).
- Communities may nominate projects for a designation period up to five years.
- Projects may be physically located in or outside of an Enterprise Zone.
- If located outside of a zone, the company commits that at least 35 percent of their new employees will meet economically disadvantaged, enterprise zone residency requirements, or veterans.
- Projects must meet or exceed county weekly wage averages to be eligible.

# Texas Enterprise Zone Program: Eligibility (cont.)

Level of Capital Investment	Maximum Number of Jobs Allocated	Maximum Potential Refund	Maximum Refund Per Job Allocated
<b>Half Enterprise Project</b> \$40,000 to \$5,000,000 or more	250	\$625,000	\$2,500
<b>Enterprise Project</b> \$5,000,000 to \$149,999,999	500	\$1,250,000	\$2,500
<b>Double Jumbo Project</b> \$150,000,000 to \$249,999,999	500*	\$2,500,000	\$5,000
<b>Triple Jumbo Project</b> \$250,000,000 or more	500*	\$3,750,000	\$7,500

*\*Double and Triple Jumbo Projects may not count retained jobs for benefit. A Triple Jumbo Project must create at least 500 jobs.*

\* Image from Texas Economic Development Website

# Texas Enterprise Zone Program: Application

- The Texas EZP Application is submitted by the City or County with jurisdiction over the location of the project (City of Alpine).
  - Current application due date: December 1, 2020 by 5:00pm
  - Format: Paper with wet signatures in certain areas
- The City of Alpine can maintain up to 6 designations per biennium. The State may award up to 12 designations per quarterly round.
- EZP applications are based on a point system, with the applications with the highest point totals having a better chance at obtaining an EZP designation.
- Points are dependent on many variables, including local incentives offered by nominating jurisdiction.

# Texas Enterprise Zone Program:

## Local Incentives to Strengthen Application

Local Sales Tax Refund	2/4 pts
Tax Abatement	2/4 pts
Tax Increment Financing	2/4 pts
Freeport Exemption	2 pts
Economic Development Sales Tax (4A) Contribution	2/4 pts
Economic Development Sales Tax (4B) Contribution	2/4 pts
Chapter 380/381	2/4 pts
Other Tax Deferrals, Tax Refunds or Tax Incentives	2/4 pts
Zoning Changes / Variances	1 pt
Building Code Exemptions	1 pt
Impact / Inspection Fee Exemptions	2 pts
Streamlined Permitting	1 pt
Use of Surplus School Buildings for Incubators	1 pt
Provision of Publicly Owned Land for Development Purposes	1/4 pt
One-Stop Permitting, Problem Resolution Center or Ombudsmen	1 pt
Promotion and Marketing Services	1 pt
Job Training and Employment Services	1/4 pt
Retraining Program	1/4 pt
Literacy and Employment Skills Programs	1/4 pt
Vocational Education	1/4 pt
Customized Job Training	1/4 pt

\* For points in RED, incentive agreements are attached to application.

\*\* Other Incentives listed on pg. 23 of the EZP application.

# Texas Enterprise Zone Program: Process from City's Perspective

- Public hearing and notice of hearing.
- Nominating ordinance.
- Local incentives and agreements.
  - Incentives MUST be listed in the nominating ordinance or order to count towards application
- Provide brief description of the City's efforts to encourage business and revitalization in the area in the past two years.
- Permits required.
- Approval and signature of Governing Body Liaison appointed by the City.



# Project Overview: Big Bend Regional Medical Center

- 25-bed hospital providing general and advanced health care to the City of Alpine and the surrounding region.
- Employs nearly 125 people from the surrounding area.
- Committed to the community we call home.

# Project Overview: Investment

Big Bend Regional Medical Center hopes to continue to provide quality care to the City of Alpine and surrounding community by investing in the following:

- \$685,000 for the construction of a sports medicine facility.
- \$364,000 for the construction of a mammography suite and the addition of mammography equipment.
- \$605,400 for the construction of a fluoroscopy room and the purchasing of a fluoroscopy unit.
- \$294,000 for the purchasing of digital imaging units.
- \$150,000 for the purchasing of anesthesia machines
- \$1,000,000 for the purchasing of five HVAC units
- **\$3,098,400 - Estimated Total Investment**

# Project Overview: Estimated Timeline

- **Date Construction Began**– January, 2020.
- **Date to Begin Hiring** – December, 2020.
- **Date to Begin Equipment Purchases** – August, 2020.
- **Date Project Fully Operational**– December, 2023.
- **End of Enterprise Zone Designation** – Max 5 yrs.

# Creation and Retention of Jobs

Over the course of the project, Big Bend Regional Medical Center hopes to add 9 full-time jobs.

Big Bend Regional Medical Center is also committing to retain an at least 102 jobs as part of the Texas Enterprise Zone application.

# Q&A Time

- Any questions?

# Additional Questions

- Should you have questions in the future, do not hesitate to contact the following individuals:
  - Eric Weatherford, Husch Blackwell LLP, at [Eric.Weatherford@Huschblackwell.com](mailto:Eric.Weatherford@Huschblackwell.com) or (214) 999-6104.
  - Mackenzie Wortley, Husch Blackwell LLP, at [Mackenzie.Wortley@Huschblackwell.com](mailto:Mackenzie.Wortley@Huschblackwell.com) or (214) 999-6118
  - Rick Flores, Chief Executive Officer Officer at Big Bend Regional Medical Center, at [Rick\\_Flores@quorumhealth.com](mailto:Rick_Flores@quorumhealth.com).



# **Texas Enterprise Project Application**

Office of the Governor  
Economic Development and Tourism  
Texas Economic Development Bank

**For Office Use Only:**

**Date Received:** \_\_\_\_\_

☐ **Application Fee Submitted**

**Project:** \_\_\_\_\_

**Community:** \_\_\_\_\_

**Received By:** \_\_\_\_\_

**TAB 1**  
**APPLICATION**



Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

## I. APPLICATION FEE

- ☐ Non-refundable Application Fee submitted, made payable to **Office of the Governor** in the amount of:
- ☒ \$500 for a Half Enterprise Project
  - ☐ \$750 for an Enterprise Project
  - ☐ \$1,500 for a Double Jumbo Enterprise Project
  - ☐ \$2,250 for a Triple Jumbo Enterprise Project

## II. PUBLIC HEARING

**Copy  
Attached**

Not Applicable ☐

Date

- ☐ Public Hearing Held \_\_\_\_\_
- ☐ Government Posting (Tab 2) \_\_\_\_\_
- ☐ Published in Newspaper of General Circulation (Tab 3) \_\_\_\_\_
- ☐ Notice of Hearing to the Economic Development Bank (Tab 4) \_\_\_\_\_
- ☐ Transcript or Minutes of all Public Hearings Held Attached (Tab 5) \_\_\_\_\_
- ☐ Interlocal Agreement (Tab 6) \_\_\_\_\_

## III. OFFICIAL ACTION

- ☐ Nominating Ordinance or Order Attached (Tab 7) Ordinance/Order No. \_\_\_\_\_  
Date Passed \_\_\_\_\_
- ☐ Nominating Resolution Attached, if applicable (Tab 7) Resolution No. \_\_\_\_\_  
Date Passed \_\_\_\_\_

## IV. DESIGNATION SOUGHT / ALLOCATIONS AVAILABLE

Enterprise Project (*counts as one designation*)

☐ Yes ~~or~~

Double Jumbo Enterprise Project (*counts as two designations*)

☐ Yes ~~or~~

Triple Jumbo Enterprise Project (*counts as three designations*)

☐ Yes

Number of Designations Allocated to this Jurisdiction per State Biennium (six or nine)

Number of Designations Already Used this State Biennium

Number of Designations Represented in this Application

Number of Designations Applied for including Other Application(s) applied for **during this Round**

Number of Project Designations Remaining for Governing Body if all Applications are Approved

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

## V. QUALIFIED BUSINESS SITE

### Nominating Jurisdiction

Nominating Jurisdiction City of Alpine, Texas

If Nominating Jurisdiction is a Municipality, skip to **Primary Business Address of the Qualified Business Site**

Population of Nominating County at 2010 Census \_\_\_\_\_

☐ Population is **Less** than 1,000,000:

The qualified business site **IS NOT** located in a municipality's city limits or ETJ ☐ It is Not

☐ Population is 1,000,000 or more:

Is the qualified business site located in a municipality's city limits or ETJ? ☐ Yes ☐ No

If yes, which municipality? \_\_\_\_\_

### Primary Business Address of the Qualified Business Site

Street Address 2600 N Highway 118  
City Alpine State TX Zip 79830 - 2002

County where Qualified Business is Located Brewster County

### Census Map:

Official U.S. Census Map showing the entire location of the Qualified Business Site is attached (location of qualified business site must be clearly marked on map) (Tab 8) ☒ Yes

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

**PROVIDE BACKUP DOCUMENTATION (choose one)**

☐ Check here if located at a Qualified Business Site in a **Distressed County\***

Poverty Level of the Distressed County at the 2010 Decennial Census

Percent of Adult Population that Does Not Hold a High School Diploma or Equivalency 25 years and older at the 2010 Decennial Census

Unemployment Rate for the Distressed County for the Most Recent Five Years

Year: <u>20</u>	Rate: <u>          </u>
Year: <u>20</u>	Rate: <u>          </u>
Year: <u>20</u>	Rate: <u>          </u>
Year: <u>20</u>	Rate: <u>          </u>
Year: <u>20</u>	Rate: <u>          </u>

Backup Documentation Attached (Tab 9)

☐ Yes

--OR--

**2010 Census Tract 950400.00 Block Group: 1. ☐ 2. ☐ 3. ☒ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐**

☐ Check here if located in a block group that **IS** an enterprise zone

Poverty Level of the 2010 Census Block Group (20% or more)

Backup Documentation Attached – 2010 Poverty Data (Tab 9)

☐ Yes

--OR--

☒ Check here if located in a block group that **IS NOT** an enterprise zone

Poverty Level of the 2010 Census Block Group (less than 20%)

Backup Documentation Attached – 2010 Poverty Data (Tab 9)

☐ Yes

List all additional census tract block groups that the qualified business site encompasses:

N/A

**\*Note: Current updated listing of Distressed counties can be found at:**

**<https://gov.texas.gov/business/page/texas-enterprise-zone-program> under “Teas Enterprise Zones” and is helpful for obtaining much of the requested information in this section.**

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

No Additional Addresses to be Included in Designation ☒

Provide the address of any additional location to be included in this designation and a detailed explanation how the activities that are performed at the additional location contribute to the project or activity at the qualified business site. List each additional address separately, with explanation following. Provide a map of the proximity of all locations including, the qualified business site behind this page.

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

## **VI. COMMUNITY EFFORT**

**Briefly** describe efforts by the **governing jurisdiction during the last year** to encourage participation by residents, neighborhood groups, and other businesses in the area. Identify governing jurisdiction's efforts to revitalize the area.

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

## **VII. BUSINESS ACTIVITY IN THE AREA**

**Briefly** describe the type of **business activity** that has occurred **during the last two years** to revitalize the area. Estimate and describe the privately-sponsored investment or in-kind services used to improve the area or create jobs.

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

## VIII. BUSINESS INFORMATION & STRUCTURE

Exact Legal Name Under Which the Business is Seeking Designation

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

Federal Tax ID Number 75-2717545

Comptroller of Public Accounts Number 17527175453

☒ Attach Certificate of Corporate Resolution authorizing the Enterprise Project Application (*Tab 10*)

Does the Qualified Business have a State Sales and Use Tax liability?

☐ Yes

☒ No

Is business current on tax payments with the State of Texas?

☒ Yes

☐ No

If not current on tax payments to the State, explain

Does the company currently have facilities in Texas?

☒ Yes

☐ No

Does the company have the authority to do business in Texas?

☒ Yes

☐ No

Check Applicable Documents indicating authority to do business in Texas from the Texas Secretary of State and attach a copy (*Tab 11*)

☒ Articles of Incorporation

☒ Certificate of Existence or Status

☒ Assumed Name Certificate

☐ Other \_\_\_\_\_

☐ Certificate of Formation

Office of the Governor  
Economic Development and Tourism  
**Texas Enterprise Project Application**

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

What is the structure of the company?

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Privately Held Corporation | <input type="checkbox"/> Partnership              |
| <input type="checkbox"/> Publicly Held Corporation             | <input type="checkbox"/> Limited Partnership (LP) |
| <input type="checkbox"/> Limited Liability Corporation (LLC)   | <input type="checkbox"/> Other _____              |
| <input type="checkbox"/> Sole Proprietorship                   | _____   |

Is the Qualified Business a Franchise?

☐ Yes ☒ No

Is the Qualified Business a Subsidiary?

☒ Yes ☐ No

List any person or entity that has over 5% ownership in the business  
(Attach additional page behind this page as needed)

<u>Name</u>	<u>Percent</u>
Quorum Health Corporation	100%
_____	_____
_____	_____
_____	_____

Number of Years in Business 22

Number of Employees Worldwide 131

Parent Company Quorum Health Corporation

Years Parent Company in Business 4

Location of Parent Company 1573 Mallory Lane, Suite 100

City Brentwood State TN Zip 37027 - 2895

Will any other entity of the controlled group be financially involved with this proposed enterprise project or activity?

☐ Yes ☒ No

If yes, provide an Organization Chart of the Business Structure behind this page

☐ It is Attached

Also, if yes, list each participating entity below and complete an Additional Participating Entities form (page 9 of this application) for each entity in the business controlled group participating in the project or activity

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Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

## IX. ADDITIONAL PARTICIPATING ENTITIES FORM

Not Applicable ☒

Complete the following information, including a contact, for each related entity that is a member of a controlled group that is **necessary** to the project or activity

Prefix \_\_\_\_\_ First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Title \_\_\_\_\_

Organization \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ - \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_ Comptroller of Public Accounts No. \_\_\_\_\_

Provide a detailed description of this entity's role with respect to the project for each applicable category.

☐ Capital Investment for Use at the Qualified Business Site

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☐ Direct Payment of State Sales and Use Taxes for Items Used at the Qualified Business Site

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☐ Employment of Employees at the Qualified Business Site

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Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

## **X. BUSINESS TYPE**

Check **all** that apply

- |  |   |
|--|---|
| <input type="checkbox"/> Energy              | <input type="checkbox"/> Consumer / Non-Cyclical    |
| <input type="checkbox"/> Basic Materials     | <input checked="" type="checkbox"/> Healthcare      |
| <input type="checkbox"/> Capital Goods       | <input type="checkbox"/> Financial                  |
| <input type="checkbox"/> Transportation      | <input type="checkbox"/> Technology                 |
| <input type="checkbox"/> Consumer / Cyclical | <input type="checkbox"/> Telecommunication Services |
| <input type="checkbox"/> Services            | <input type="checkbox"/> Utilities                  |
| <input type="checkbox"/> Manufacturing       |   |

NAICS Code: 622110

Primary Product or Service: Provide general medical, surgical and other hospital services to the  
surrounding community.

## **XI. INDUSTRY CLUSTER**

If applicable, identify the targeted industry cluster within which this project falls.

- ☐ Advanced Technologies and Manufacturing, including four sub-clusters: Nanotechnology and Materials; Micro-electromechanical Systems; Semiconductor Manufacturing; Automotive Manufacturing
- ☐ Aerospace, Aviation and Defense
- ☐ Biotechnology and Life Sciences, **not** including medical services
- ☐ Information and Computer Technology, including three sub-clusters: Communications Equipment; Computing Equipment and Semiconductors; Information Technology
- ☐ Petroleum Refining and Chemical Products
- ☐ Energy, including three sub-clusters: Oil and Gas Production; Power Generation and Transmission; Manufactured Energy Systems
- ☒ None Apply

## **XII. MARKET FOR PRODUCT OR SERVICE**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Local    | <input type="checkbox"/> Exporter (International) |
| <input checked="" type="checkbox"/> Regional | <input checked="" type="checkbox"/> Non-Exporter  |
| <input type="checkbox"/> National            |   |
| <input type="checkbox"/> International       |   |

No other Locations in Texas ☒

(Attach additional pages **behind this page** as needed.)

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

#### **XIV. PRIMARY BUSINESS REPRESENTATIVE**

Prefix Mr. First Name Rick Last Name Flores  
Title Chief Executive Officer  
Organization Big Bend Regional Medical Center  
Street Address 2600 N Highway 118  
Mailing Address SAME AS ABOVE  
City Alpine State TX Zip 79830 - 2002  
Phone Number (432) 837-0242 Fax Number (432) 837-0330  
Email Address rick\_flores@quorumhealth.com  
Company Website http://www.bigbendhealthcare.com/

#### **XV. LOCAL BUSINESS REPRESENTATIVE (Qualified Business Site)**

Prefix Mr. First Name Rick Last Name Flores  
Title Chief Executive Officer  
Organization Big Bend Regional Medical Center  
Street Address 2600 N Highway 118  
Mailing Address SAME AS ABOVE  
City Alpine State TX Zip 79830 - 2002  
Phone Number (432) 837-0242 Fax Number (432) 837-0330  
Email Address rick\_flores@quorumhealth.com  
Company Website http://www.bigbendhealthcare.com/

Is the Local Business Liaison **currently** located at the Qualified Business Site?

☒ Yes ☐ No

If not, when do you anticipate relocation to the Qualified Business Site?

#### **XVI. PROJECT DESCRIPTION**

- ☒ Description of the project in the form of a letter addressed to the governing body liaison and the Economic Development Bank on company letterhead **signed by the primary business representative** attached (Tab 12)

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

## **XVII. PROJECT**

Check **all** that apply

- ☐ None Apply
- ☐ New Business / Start-up
- ☐ Relocation from Out-of-State
- ☐ Open New Location
- ☒ Expansion (*new jobs*)
- ☐ Relocation within Nominating Jurisdiction
- ☐ Consolidation (*jobs being moved from one jurisdiction in Texas to another cannot be claimed for benefit*)
- ☐ Relocation within Texas (*jobs being moved from one jurisdiction in Texas to another cannot be claimed for benefit*)

Relocating From: \_\_\_\_\_

Provide a brief description of the circumstances of the move, including the number of jobs to be moved.

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

## XVIII. PROJECT CHARACTERISTICS

Check **all** that apply, provide a description of the related capital investment for each category

- ☒ Construct New Facility (\_\_\_\_\_ 5,000 sq. ft.)
- ☐ Expand Existing Facility (by \_\_\_\_\_ sq. ft.)
- ☒ Renovate Existing Facility
- ☒ Upgrade / Repair Facility
- ☒ Upgrade Existing Machinery & Equipment
- ☒ Purchase New / Additional Machinery & Equipment

## XIX. PROJECTED DATES AND MILESTONES

Provide the estimated date for each category (90-day window and end project designations, exact date). If a category does not apply, leave blank.

90-Day Window	<u>4/24/2020</u>
Begin Construction	<u>1/15/2020</u>
Construction Complete	<u>6/15/2020</u>
Purchase Machinery & Equipment	<u>8/1/2020</u>
Begin Hiring New Employees	<u>12/1/2020</u>
Begin Operations	<u>8/1/2020</u>
Fully Operational	<u>12/1/2023</u>
End Project Designation	<u>9/2/2025</u>

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

## XX. PROJECTED CAPITAL INVESTMENT

Land	
Building Construction	\$685,000.00
Labor on Construction	
Building Expansion/Renovation Costs	
Machinery & Equipment	\$2,413,400.00
Other	
Total	\$3,098,400.00

What percent of the projected capital investment is for routine and planned maintenance, including, but not limited to "turnarounds", required to maintain regular business operations? 4.84%

Provide a detailed description of each category of capital investment for the proposed project or activity.

Among the capital expenditures outlined above, Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center anticipates allocating the expenditures as follows:

- \$685,000.00 for the construction of a sports medicine facility
- \$364,000.00 for the construction of a mammography suite and the addition of mammography equipment
- \$605,400.00 for the construction of a fluoroscopy room and the purchasing of a fluoroscopy unit
- \$294,000.00 for the purchasing of digital imaging units
- \$150,000.00 for the purchasing of anesthesia machines
- \$1,000,000.00 for the purchasing of five HVAC units

## XXI. EXISTING JOBS AT THE QUALIFIED BUSINESS SITE

Attach a breakdown of types of existing full-time jobs by six-digit Standard Occupational Code and/or title, and the salary range or hourly rate for each (Tab 13)

Full-Time Jobs	102
Part-Time Jobs	19
Contract Jobs	0
Total Jobs at the Qualified Business Site	121

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

## XXII. FULL-TIME JOBS FOR BENEFIT

☒ **New Jobs**

Attach a breakdown of types of new jobs to be created by six-digit Standard Occupational Code and/or title, and the salary range or hourly rate for each (*Tab 14*)

Total Number of New Full-Time Jobs to be Created 9

Total Amount of Annual Payroll for New Jobs \_\_\_\_\_

☒ **Retained Jobs** (*check only if for benefit*)

Attach a breakdown of types of jobs to be retained for benefit by six-digit Standard Occupational Code and/or title, and the salary range or hourly rate for each (*Tab 15*)

Total Number of Jobs to be Retained for Benefit 102

Total Amount of Annual Payroll for Retained Jobs \_\_\_\_\_

Choose **all** that apply and include backup documentation

- ☐ Permanent employees will be permanently laid off (Chapter 2303.406(a)(4)(A))
- ☐ Business will permanently close down (Chapter 2303.406(a)(4)(B))
- ☐ Business will relocate out of Texas (Chapter 2303.406(a)(4)(C))
- ☒ Business is able to employ individuals in accordance with Section 2303.402 (Chapter 2303.406(a)(4)(D))
- ☐ Business facility has been legitimately destroyed or impaired due to fire, flood, tornado, hurricane, or any other natural disaster (Chapter 2303.406(a)(4)(E))

I have reviewed the request for the retained job benefit under the Texas Enterprise Zone Program, and verify that it meets the criteria outlined above, as required by statute. The backup documentation has been placed under *Tab 14* of this application.

Signature \_\_\_\_\_  
(*Governing Body Liaison*)

Date \_\_\_\_\_

Printed Name Erik Zimmer

Title City Manager



Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

### **XXIII. COMMITMENT TO THE COMMUNITY**

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Commit to negotiate or cooperate in the achievement of the purposes of the Enterprise Zone Act.  |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Commit to hire under-skilled, inexperienced, disadvantaged or displaced workers who reside in an enterprise zone.                                  |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Commit to hire minority workers and to contract with minority-owned businesses.  |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Commit to provide technical and vocational job training for enterprise zone residents or economically disadvantaged employees.                     |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Commit to provide child care for employees.  |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Commit to implement and contribute to a tutoring or mentoring program for area students.   |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Commit to work toward the prevention or reduction of juvenile crime activity.  |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Commit to make contributions to the well-being of the community, such as job training, or the donation of land for parks or other public purposes. |

### **XXIV. ADDITIONAL COMMITMENTS**

- |   |                             |   |
|---|-----------------------------|---|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Employee benefits provided (i.e., medical coverage, prescription drug coverage, dental plan, flexible spending accounts, life insurance, 401K, stock options, etc.) |
|---|-----------------------------|---|

No Additional Commitments are Anticipated ☐

Outline the company's additional commitments to the community by specific recipient and dollar value of anticipated contribution(s) **during the designation period.**

Big Bend Regional Medical Center expects to continue its commitment to the community throughout the designation period in amounts similar to what it has contributed in the past. During 2019, Big Bend Regional Medical Center has contributed the following:

**Financial Benefits:**

-Property & Sales Taxes: \$172,063.78

**Caring for Our Community:**

-Labor Costs: \$9,299,955.17

-Dollars Spent Locally: \$123,838.68

-Donations and Outreach Contributions to the Community: \$14,945.00

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

## XXV. SOURCE OF FUNDING

The project will be financed by (check all that apply)

- ☒ Internal Sources  
☐ External Sources

The Project received (check all that apply):

- ☐ Texas Enterprise Fund Grant  
☐ Texas Emerging Technology Fund Grant  
☐ Industrial Revenue Bonds  
☐ Tax Increment Financing

Provide a brief narrative description of the method of financing the project *(do not attach financial statements)*

The project will be financed internally using the entity's internal funds.

## XXVI. PROPERTY ACCESS

Check the appropriate box below and provide a copy of the executed documents indicating property access *(Tab 16)*

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Lease Agreement | <input type="checkbox"/> Purchase Agreement |
| <input type="checkbox"/> Lease / Purchase Agreement | <input type="checkbox"/> Other _____        |

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

## **XXVII. STATUS OF PERMITS**

☒ Pending

☐ Current

☐ No Permits Required

List any local, state or federal permits that are pending, along with the issuing agency and the expected date of receipt. Do **not** attach copies of permits.

Big Bend Regional Medical Center does not anticipate the need for permits outside of general construction permits. All permits will be sought on an as needed basis.

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

## XXVIII. CONCURRENT DESIGNATION

This application for enterprise project status constitutes a concurrent designation  
If yes, complete this section in its entirety and provide requested attachments

☐ Yes ☒ No

Provide a brief explanation of the capital investment and new and/or retained jobs for each designation, delineating what capital investment and jobs will apply to which designation with timelines for all. (Attach additional pages behind this page as needed.)

### Breakdown of Concurrent Project Designations:

Attach a breakdown of types of jobs for benefit by six-digit Standard Occupational Code and/or title, and the salary range or hourly rate for each designation (Tab 17)

Number of Jobs at the 90-Day Window Date for the First Project Designation					<u>Baseline Jobs</u>
<u>Date Approved</u>	<u>Date Expires</u>	<u>Date Jobs* Certified</u>	<u>Capital Investment</u>	<u>New Jobs</u>	<u>Retained Jobs</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
<b>TOTAL</b>			_____	_____	_____

*\*Last certification. If no jobs have been certified, provide an explanation as to why not and when application for certification of jobs is expected to occur. Place the explanation behind this page.*

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

## XXIX. SELF-EVALUATION

Total Distress of the Area Score (max. 85 pts.) \_\_\_\_\_

Total Local Effort Score (max. 53 pts.) \_\_\_\_\_

Total Private Effort Score (max. 75 pts.) \_\_\_\_\_

TOTAL PROJECT SCORE

For internal use only:

Points Awarded for State Priority (max. 10 pts.) \_\_\_\_\_

Provide backup documentation for **ALL** areas for which points are taken (*Tab 18*). If backup documentation is not provided in *Tab 18* points will not be awarded.

### Distress of the Area (Qualified Business Site) (40%)

Jurisdiction Population \_\_\_\_\_ 5,905

Population of nominating **Jurisdiction\*** is less than 50,000 (*2010 decennial census*)

Backup Attached ☒

☒ Yes 10 pts 10

County Population \_\_\_\_\_ 9,232

Population of **County** is less than 50,000 (*2010 decennial census*)

Backup Attached ☒

☒ Yes 5 pts 5

### Poverty Level of Distressed County

Backup Attached ☐

- ☐ 15.5% - 19.9% poverty (*2010 decennial census*) 4 pts \_\_\_\_\_
- ☐ 20.0% - 29.9% poverty (*2010 decennial census*) 6 pts \_\_\_\_\_
- ☐ 30.0% - 39.9% poverty (*2010 decennial census*) 8 pts \_\_\_\_\_
- ☐ 40.0% - 49.9% poverty (*2010 decennial census*) 12 pts \_\_\_\_\_
- ☐ 50.0% poverty and above (*2010 decennial census*) 15 pts \_\_\_\_\_

### Poverty Level of Block Group

Backup Attached ☐

- ☐ 20.0% - 29.9% poverty (*2010 decennial census*) 4 pts \_\_\_\_\_
- ☐ 30.0% - 39.9% poverty (*2010 decennial census*) 6 pts \_\_\_\_\_
- ☐ 40.0% - 49.9% poverty (*2010 decennial census*) 10 pts \_\_\_\_\_
- ☐ 50.0% poverty and above (*2010 decennial census*) 15 pts \_\_\_\_\_

\*Note: Current updated listing of Distressed counties can be found at:

<https://gov.texas.gov/business/page/texas-enterprise-zone-program> under "Texas Enterprise Zones" with links to distressed counties by year and is helpful for obtaining much of the requested information in this section.

Office of the Governor  
Economic Development and Tourism  
**Texas Enterprise Project Application**

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

Poverty Level of nominating **Jurisdiction\***

14.20%

Backup Attached ☒

- ☐ 20.0% - 22.9% poverty (2010 decennial census) 4 pts \_\_\_\_\_
- ☐ 23.0% - 24.99% poverty (2010 decennial census) 6 pts \_\_\_\_\_
- ☐ 25.0% - 29.9% poverty (2010 decennial census) 8 pts \_\_\_\_\_
- ☐ 30.0% poverty and above (2010 decennial census) 10 pts \_\_\_\_\_

Poverty Level of **County**

16.00%

Backup Attached ☒

- ☐ 20.0% - 22.9% poverty (2010 decennial census) 4 pts \_\_\_\_\_
- ☐ 23.0% - 24.9% poverty (2010 decennial census) 6 pts \_\_\_\_\_
- ☐ 25.0% - 29.9% poverty (2010 decennial census) 8 pts \_\_\_\_\_
- ☐ 30.0% poverty and above (2010 decennial census) 10 pts \_\_\_\_\_

Unemployment Level for **County** (most recent year)

3.40%

Backup Attached ☒

- ☐ 5.0% - 6.49% unemployment 1 pts \_\_\_\_\_
- ☐ 6.5% - 7.9% unemployment 2 pts \_\_\_\_\_
- ☐ 8.0% - 9.9% unemployment 8 pts \_\_\_\_\_
- ☐ 10.0% and above unemployment 10 pts \_\_\_\_\_

**County** Adult Population without High School Diploma  
or Equivalent (2010 decennial census)

19.8%

Backup Attached ☒

- ☐ 25.4% or above 10 pts \_\_\_\_\_

State or Federally-Declared Disaster Area (within the past 12 months)

Backup Attached ☐

- ☐ Yes -- ☐ State ☐ Federal 10 pts \_\_\_\_\_
- Date Disaster Declared \_\_\_\_\_

Adversely Affected Defense Dependent Community (BRAC\*\* Impacted)

Backup Attached ☐

- ☐ Yes 5 pts \_\_\_\_\_

\*If the nominating jurisdiction is a county, take points under both nominating jurisdiction and county, if earned.

\*\*Base Closure and Realignment Commission

**Total Distress of the Area Score (max. 85 pts.)** 15

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

**Local Effort (25%)**

Based on the Nominating Ordinance or Order (*incentive must be listed specifically in the nominating ordinance or order*)

Check local incentives offered and record points earned up to the maximum of 53 points. Take Points in black if included in the local order and take points in red if incentive is included in the local order **AND** actually delivered to the project. For points in Red, attach copy of executed incentive contract(s) in Tab 18.

<input type="checkbox"/>	Local Sales Tax Refund	2/4 pts	_____
<input checked="" type="checkbox"/>	Tax Abatement	2/4 pts	<u>2</u>
<input checked="" type="checkbox"/>	Tax Increment Financing	2/4 pts	<u>2</u>
<input checked="" type="checkbox"/>	Freeport Exemption	2 pts	<u>2</u>
<input checked="" type="checkbox"/>	Economic Development Sales Tax (4A) Contribution	2/4 pts	<u>2</u>
<input checked="" type="checkbox"/>	Economic Development Sales Tax (4B) Contribution	2/4 pts	<u>2</u>
<input checked="" type="checkbox"/>	Chapter 380/381	2/4 pts	<u>2</u>
<input type="checkbox"/>	Other Tax Deferrals, Tax Refunds or Tax Incentives	2/4 pts	_____
<input checked="" type="checkbox"/>	Zoning Changes / Variances	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Building Code Exemptions	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Impact / Inspection Fee Exemptions	2 pts	<u>2</u>
<input checked="" type="checkbox"/>	Streamlined Permitting	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Improved Police and/or Fire Protection	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Community Crime Prevention Programs	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Special Public Transportation Routes or Reduced Fares	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Capital Improvements in Water and Sewer Facilities	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Road Repair	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Creation or Improvement of Parks	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Low-Interest Loans for Housing Rehabilitation or New Construction	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Transfer Abandoned Housing to Individuals or Community Groups	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Low-Interest Loans for Business	2/4 pts	<u>2</u>
<input checked="" type="checkbox"/>	Use of Surplus School Buildings for Incubators	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Provision of Publicly Owned Land for Development Purposes	1/4 pt	<u>1</u>
<input checked="" type="checkbox"/>	One-Stop Permitting, Problem Resolution Center or Ombudsmen	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Promotion and Marketing Services	1 pt	<u>1</u>
<input checked="" type="checkbox"/>	Job Training and Employment Services	1/4 pt	<u>1</u>
<input checked="" type="checkbox"/>	Retraining Program	1/4 pt	<u>1</u>
<input checked="" type="checkbox"/>	Literacy and Employment Skills Programs	1/4 pt	<u>1</u>
<input checked="" type="checkbox"/>	Vocational Education	1/4 pt	<u>1</u>
<input checked="" type="checkbox"/>	Customized Job Training	1/4 pt	<u>1</u>

**Total Local Effort Score (max. 53pts.)** 36

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

**Private Effort (35%)**

**Commitment to the Community (If taking 3 points for any program below, please provide a description of the program and contact name & numbers in Tab 18.) If Tab 18 documentation is not included points will not be awarded.**

- |   |       |             |
|---|-------|-------------|
| <input checked="" type="checkbox"/> Negotiate or cooperate in the achievement of the purposes of the Enterprise Zone Act  | 1 pt  | <u>1</u>    |
| <input checked="" type="checkbox"/> Hire under-skilled, inexperienced, disadvantaged or displaced workers who reside in an enterprise zone                      | 1 pt  | <u>1</u>    |
| <input checked="" type="checkbox"/> Hire minority workers and contract with minority-owned businesses   | 1 pt  | <u>1</u>    |
| <input checked="" type="checkbox"/> Provide technical/vocational training for enterprise zone residents and economically disadvantaged employees                | 3 pts | <u>3</u>    |
| <input type="checkbox"/> Provide child care for employees   | 3 pts | <u>    </u> |
| <input checked="" type="checkbox"/> Veterans assistance or recruitment program(s)   | 3 pts | <u>3</u>    |
| <input type="checkbox"/> Implement or contribute to a tutoring or mentoring program for area students   | 3 pts | <u>    </u> |
| <input type="checkbox"/> Participate in juvenile crime prevention program   | 3 pts | <u>    </u> |
| <input checked="" type="checkbox"/> Contribute to the well-being of the community, such as job training, or donation of land for parks or other public purposes | 3 pts | <u>3</u>    |

Subtotal of Commitments to the Community 12

**Average Job Wage Level of Jobs Compared to County Average Weekly Wage (AWW)**

Backup Attached ☒

*Note: In order to be eligible, the project MUST be at or above County AWW*

- ☒ Attached County Average Weekly Wage backup for Brewster County for 2019 (year)

First Quarter	<u>                    </u>
Second Quarter	<u>                    </u>
Third Quarter	<u>                    </u>
Fourth Quarter	<u>                    </u>
TOTAL	<u>                    </u> ÷ 4 = <u>\$787.00</u> (County AWW)

Calculate the average weekly wage in the formula below including only the new and/or retained jobs represented in this application for state benefit.

                     ÷                      =                      ÷ 52 =                       
Total Annual Payroll # of Jobs Avg. Annualized Wage AWW

County AWW            110% of County AWW            120% of County AWW           

**Choose One**

- |   |        |             |
|---|--------|-------------|
| <input type="checkbox"/> AWW ≥ AWW for County         | 3 pts  | <u>    </u> |
| <input type="checkbox"/> AWW ≥ 110% of AWW for County | 8 pts  | <u>    </u> |
| <input type="checkbox"/> AWW ≥ 120% of AWW for County | 10 pts | <u>    </u> |



Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

**Number of Jobs for Benefit** (*choose applicable category and range*)

- |   |        |       |
|---|--------|-------|
| <input type="checkbox"/> 10 to 199 new jobs for benefit     | 4 pts  | _____ |
| <input type="checkbox"/> 200 to 299 new jobs for benefit    | 8 pts  | _____ |
| <input type="checkbox"/> 300 to 399 new jobs for benefit    | 12 pts | _____ |
| <input type="checkbox"/> 400 to 499 new jobs for benefit    | 16 pts | _____ |
| <input type="checkbox"/> 500 and Above new jobs for benefit | 25 pts | _____ |

**--AND--**

- |  |       |          |
|--|-------|----------|
| <input type="checkbox"/> 10 to 99 retained jobs for benefit              | 1 pt  | _____    |
| <input checked="" type="checkbox"/> 100 to 199 retained jobs for benefit | 2 pts | <u>2</u> |
| <input type="checkbox"/> 200 to 299 retained jobs for benefit            | 2 pts | _____    |
| <input type="checkbox"/> 300 to 399 retained jobs for benefit            | 3 pts | _____    |
| <input type="checkbox"/> 400 to 499 retained jobs for benefit            | 4 pts | _____    |
| <input type="checkbox"/> 500 and Above retained jobs for benefit         | 5 pts | _____    |

**Capital Investment** (*choose applicable range*)

- |  |        |          |
|--|--------|----------|
| <input type="checkbox"/> \$40,000 to \$399,999                 | 1 pt   | _____    |
| <input type="checkbox"/> \$400,000 to \$999,999                | 2 pts  | _____    |
| <input checked="" type="checkbox"/> \$1,000,000 to \$4,999,999 | 3 pts  | <u>3</u> |
| <input type="checkbox"/> \$5,000,000 to \$149,999,999          | 4 pts  | _____    |
| <input type="checkbox"/> \$150,000,000 to \$249,999,999        | 8 pts  | _____    |
| <input type="checkbox"/> \$250,000,000 and Above               | 10 pts | _____    |

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

**Employee Benefits Provided**

Backup Attached ☐

- ☒ Employee benefits provided (i.e., medical coverage, prescription drug coverage, dental plan, flexible spending accounts, life insurance, 401K, stock options, etc.) 2 pt 2

**Type of Jobs**

- ☐ Jobs are Primary Jobs as defined in the Dev. Corp. Act, *as amended* 2 pt

**Industry Cluster**

- ☐ Business is a targeted industry cluster as listed on page 10 2 pt

**Total Private Effort Score (max. 75 pts.)**

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

**XXX. CERTIFICATION OF APPLICATION**

**Governing Body Liaison**

Prefix Mr. First Name Erik Last Name Zimmer

Title City Manager

Organization City of Alpine, TX

Street Address 100 N 13<sup>th</sup> Street

Mailing Address SAME AS ABOVE

City Alpine State TX Zip 79830 - 4401

Phone Number 432-837-3301 Fax Number 432-837-2024

Email Address erik.zimmer@ci.alpine.tx.us

Community Website www.cityofalpine.com/

To the best of my knowledge and belief, the information contained in this Enterprise Project Application is true and correct and I have read the Texas Enterprise Zone Act and the Enterprise Zone Program Rules and am familiar with the provisions contained therein, as evidenced by my signature below.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Governing Body Liaison)

Printed Name Erik Zimmer Title City Manager

GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

(Notary Seal)

My commission expires \_\_\_\_\_

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

## **XXXIa. QUALIFIED BUSINESS CERTIFICATION AND AGREEMENT**

The nominated Enterprise Project hereby certifies and agrees that it:

1. is located in, or has committed to locate in Alpine, Texas, in Brewster County, Texas; and
2. will maintain separate payroll and tax records of the business activity conducted at the qualified business site, or other information as required by local and state government units; and
3. commits to participate in local efforts to achieve development and revitalization of the area; and
4. understands that before obtaining a state benefit, the qualified business must submit to the Comptroller a certified report of the actual number of jobs created and/or retained and the capital investment made; and
5. understands that to be a qualified business eligible for enterprise project designation, twenty-five percent (25%) of the new or additional employees hired must be residents of an enterprise zone or economically disadvantaged persons or veterans if the qualified business site is located in an enterprise zone, or thirty-five percent (35%) if the qualified business site is located outside of an enterprise zone; and
6. commits that 35% percent of its new employees will be residents of an enterprise zone, economically disadvantaged persons, or veterans; and
7. understands that the project must maintain the level of employment and the jobs for which a refund has been received to the end of the designation period or for at least three (3) years from the date of refund of state sales and use taxes, whichever is later, or it may become liable for recapture of refunded taxes and interest by the Texas Comptroller of Public Accounts (Comptroller); and
8. will report to the Comptroller the status and effectiveness of the designation; and
9. certifies that the project, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker; and
10. understands that the state sales and use tax refund is subject to approval by the Comptroller and the requirements of the Tax Code and applicable Administrative Rules – specifically Section 151.429 of the Tax Code and Title 34 Texas Administrative Code, Section 3.329. Construction contracts must be "separated" (i.e. contract in which the agreed contract price is divided into a separately stated agreed contract price for incorporated materials and a separately stated agreed contract price for skill and labor) and not "lump-sum" in order to claim a refund of state sales tax.

This certification and agreement is effective from the date of designation through the date of expiration as an enterprise project.

To the best information and belief, the information contained in this Enterprise Project Application is true and correct and I, as primary business representative, have read the Texas Enterprise Zone Program Act and the Enterprise Zone Program Rules and am familiar with the provisions contained therein as evidenced by my signature below.

Signed \_\_\_\_\_  
(Primary Business Representative)

GIVEN under my hand and seal of office this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_

Printed Name Rick Flores

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

Title Chief Executive Officer

My commission expires \_\_\_\_\_  
(Notary Seal)

Date \_\_\_\_\_

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

### **XXXIb. QUALIFIED BUSINESS CERTIFICATION AND AGREEMENT**

The nominated Enterprise Project hereby certifies and agrees that it:

1. is located in, or has committed to locate in Alpine, Texas, in Brewster County, Texas; and
2. will maintain separate payroll and tax records of the business activity conducted at the qualified business site, or other information as required by local and state government units; and
3. commits to participate in local efforts to achieve development and revitalization of the area; and
4. understands that before obtaining a state benefit, the qualified business must submit to the Comptroller a certified report of the actual number of jobs created and/or retained and the capital investment made; and
5. understands that to be a qualified business eligible for enterprise project designation, twenty-five percent (25%) of the new or additional employees hired must be residents of an enterprise zone or economically disadvantaged persons or veterans if the qualified business site is located in an enterprise zone, or thirty-five percent (35%) if the qualified business site is located outside of an enterprise zone; and
6. commits that 35% percent of its new employees will be residents of an enterprise zone, economically disadvantaged persons, or veterans; and
7. understands that the project must maintain the level of employment and the jobs for which a refund has been received to the end of the designation period or for at least three (3) years from the date of refund of state sales and use taxes, whichever is later, or it may become liable for recapture of refunded taxes and interest by the Texas Comptroller of Public Accounts (Comptroller); and
8. will report to the Comptroller the status and effectiveness of the designation; and
9. certifies that the project, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker; and
10. understands that the state sales and use tax refund is subject to approval by the Comptroller and the requirements of the Tax Code and applicable Administrative Rules – specifically Section 151.429 of the Tax Code and Title 34 Texas Administrative Code, Section 3.329. Construction contracts must be "separated" (i.e. contract in which the agreed contract price is divided into a separately stated agreed contract price for incorporated materials and a separately stated agreed contract price for skill and labor) and not "lump-sum" in order to claim a refund of state sales tax.

This certification and agreement is effective from the date of designation through the date of expiration as an enterprise project.

To the best information and belief, the information contained in this Enterprise Project Application is true and correct and I, as the local business liaison, have read the Texas Enterprise Zone Program Act and the Enterprise Zone Program Rules and am familiar with the provisions contained therein as evidenced by my signature below.

Signed \_\_\_\_\_  
(Local Business Representative)

Printed Name Rick Flores

Title Chief Executive Officer

Date \_\_\_\_\_

GIVEN under my hand and seal of office this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_

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

My commission expires \_\_\_\_\_  
(Notary Seal)

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

**XXXII. PARTICIPATING CONSULTANT FORM**

Complete the following information for each consultant involved with this project (Attach copy of the Power of Attorney, if applicable – Tab 19) No Consultant Participating ☐

First Name Eric Last Name Weatherford

Title Attorney

Organization Husch Blackwell, LLP

Street Address 1900 N. Pearl Street, Suite 1800

Mailing Address SAME AS ABOVE

City Dallas State Texas Zip 75201 - 2451

Phone Number 214-999-6104 Fax Number 214-999-6170

Mobile Number \_\_\_\_\_ Website huschblackwell.com

Email Address Eric.Weatherford@huschblackwell.com

☒ Application Preparer ☐ Other \_\_\_\_\_

Representing Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

Brief Description of Consultant's Role with Application Big Bend Regional Medical Center's attorney(s), listed above, assisted in the preparation of this application on behalf of Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center.

I confirm that the above-named consultant has been retained to participate in this application process as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Authorizing Participant)

Printed Name Rick Flores Title CEO

To the best of my knowledge and belief, the information contained in this Enterprise Project Application is true and correct.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Participating Consultant)

Printed Name Eric Weatherford Title Attorney

Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center

**XXXIII. APPLICATION FEE MEMORANDUM (Enterprise Zone Program)**

TO: Office of the Governor  
**Attn: Financial Services**  
Post Office Box 12878  
Austin, Texas 78711

Subject: Submission of Texas Enterprise Zone Program Application Fee made payable to **Office of the Governor** for an Enterprise Project Application Submitted by Alpine, Texas on Behalf of Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center for the June 2020 Quarterly Application Round

**Financial Services**, please send this form along with a copy of the attached Non-Refundable Application Fee made payable to **Office of the Governor**, Interagency to the Economic Development and Tourism Division, Attn: Enterprise Zone Program Staff, Economic Development Bank for the June 2020 Enterprise Project Round submitted by Alpine, Texas on behalf of Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center.

- ☒ \$500 for a Half Enterprise Project  
☐ \$750 for an Enterprise Project  
☐ \$1,500 for a Double Jumbo Enterprise Project  
☐ \$2,250 for a Triple Jumbo Enterprise Project

If you have questions regarding this submission, please contact:

First Name Eric Last Name Weatherford

Title Attorney

Organization Husch Blackwell, LLP

Street Address 1900 N. Pearl Street, Suite 1800

Mailing Address SAME AS ABOVE

City Dallas State Texas Zip 75201 - 2451

Phone Number 214-999-6104 Fax Number 214-999-6170

Email Address Eric.Weatherford@huschblackwell.com

## **TAB 2**

**CERTIFIED COPY OF GOVERNMENT POSTING**



## **TAB 3**

**PUBLISHER'S AFFIDAVIT & COPY OF PUBLIC NOTICE**

**TAB 4**

**COPY OF NOTICE OF PUBLIC HEARING SENT TO BANK**

**TAB 5**

**CERTIFIED COPY OF MINUTES OF HEARING(S)**

**TAB 6**

**"NOT APPLICABLE"**

**TAB 7**

**CERTIFIED COPY OF NOMINATING ORDINANCE**

## NOMINATING ORDINANCE

### ORDINANCE NO. \_\_\_\_\_

*AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE (ACT), PROVIDING TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING BIG BEND HOSPITAL CORPORATION D/B/A BIG BEND REGIONAL MEDICAL CENTER TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM (EDT) THROUGH THE ECONOMIC DEVELOPMENT BANK (BANK) AS AN ENTERPRISE PROJECT (PROJECT).*

WHEREAS, the City Council of the City of Alpine, Texas (City) desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the city and to provide employment to residents of such area; and

WHEREAS, the project or activity is located in an area designated as an enterprise zone; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Act, Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center has applied to the City for designation as an enterprise project; and

WHEREAS, the City finds that Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, a public hearing to consider this ordinance was held by the City Council on \_\_\_\_\_, 2020;

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

#### SECTION 1.

The City nominates Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center for enterprise project status.

#### SECTION 2.

The following local incentives, at the election of the governing body, are or will be made available to the nominated project or activity of the qualified business:

a) The City may provide the following local tax incentives, including:

- 1) The City may abate taxes on the increase in value of real property improvements and eligible personal property that are located at the designated enterprise zone site. The level of abatement shall be based upon the extent to which the business receiving the abatement creates jobs for qualified employees, in accordance with the City of Alpine Tax Abatement Policy, and with qualified employee being defined by the Act.
- 2) Tax Increment financing

- 3) Freeport Exemption
  - 4) Chapter 380/381 of the Texas Tax Code
  - 5) Economic Development Sales Tax (4A) Contribution
  - 6) Economic Development Sales Tax (4B) Contribution
- b) The City may provide regulatory relief to businesses, including:
- 1) zoning changes or variances;
  - 2) exemptions from unnecessary building code requirements, impact fees, or inspection fees; or
  - 3) streamlined permitting.
- c) The City may provide enhanced municipal services to businesses, including:
- 1) improved police and fire protection;
  - 2) institution of community crime prevention programs; or
  - 3) special public transportation routes or reduced fares.
- d) The City may provide improvements in community facilities, including:
- 1) capital improvements in water and sewer facilities;
  - 2) road repair; or
  - 3) creation or improvement of parks.
- e) The City may provide improvements to housing, including:
- 1) low-interest loans for housing rehabilitation, improvement, or new construction; or
  - 2) transfer of abandoned housing to individuals or community groups.
- f) The City may provide business and industrial development services, including:
- 1) low-interest loans for business;
  - 2) use of surplus school buildings or other underutilized publicly owned facilities as small business incubators;
  - 3) provision of publicly owned land for development purposes, including residential, commercial, or industrial development;
  - 4) creation of special one-stop permitting and problem resolution centers or ombudsmen; or
  - 5) promotion and marketing services.
- g) The City may provide job training and employment services to businesses, including:
- 1) retraining programs;
  - 2) literacy and employment skills programs;
  - 3) vocational education; or
  - 4) customized job training.

### **SECTION 3.**

The enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

### **SECTION 4.**

The City of **Alpine** City Council directs and designates its **City Manager** as the City's liaison to communicate and negotiate with the EDT through the Bank and enterprise project(s) and to oversee zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an enterprise project.

#### SECTION 5.

The City finds that **Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center** meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- a) **Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center** is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction, located outside of an enterprise zone and at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
- b) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and
- c) The designation of **Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center** as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

#### SECTION 6.

The enterprise project shall take effect on the date of designation of the enterprise project by EDT and terminate on **September 2, 2025**.

#### SECTION 7.

This ordinance shall take effect from and after its passage as the law and charter in such case provides.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_, 2020.

PASSED AND ADOPTED this the \_\_\_\_ day of \_\_\_\_, 2020.

\_\_\_\_\_  
Andres Ramos, Mayor

Attest:

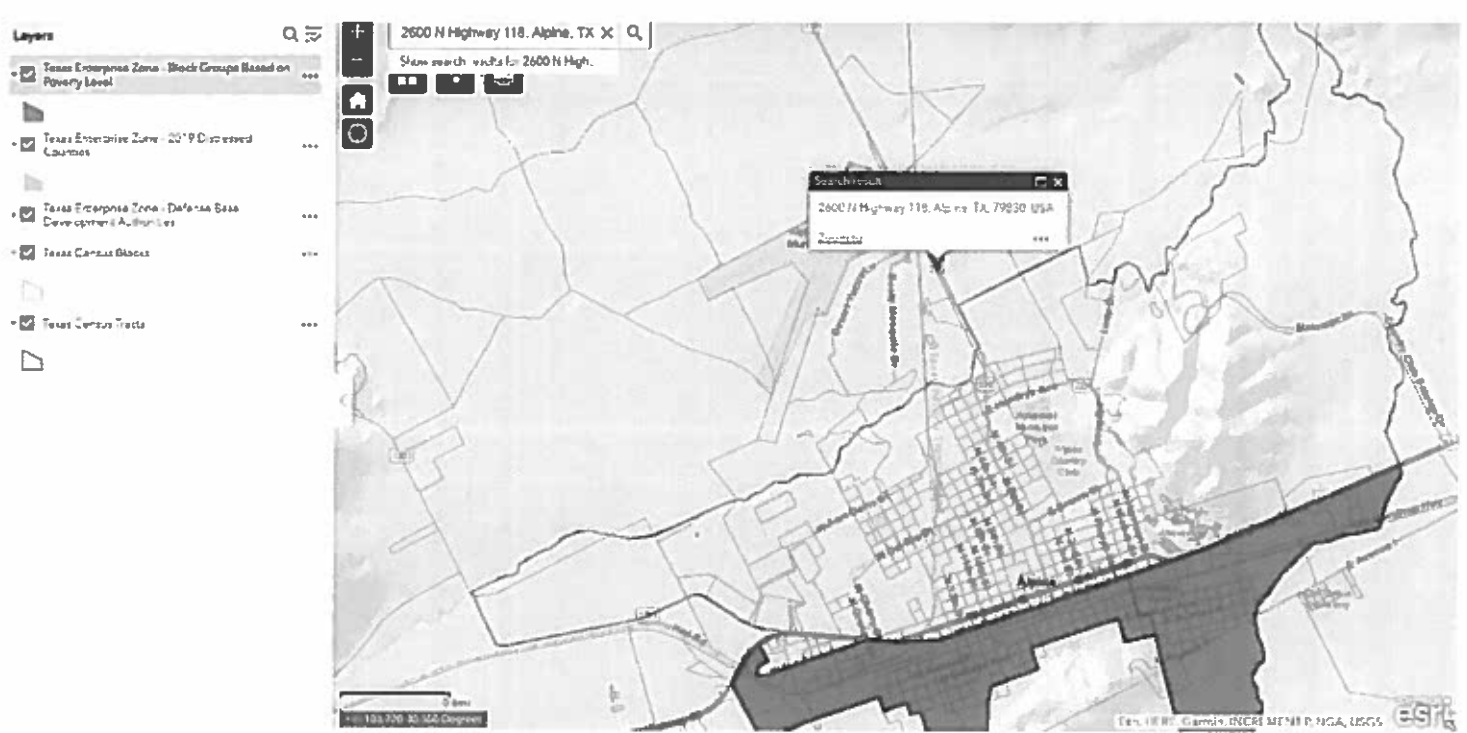
\_\_\_\_\_  
Cynthia Salas, City Secretary

Approved as to form:

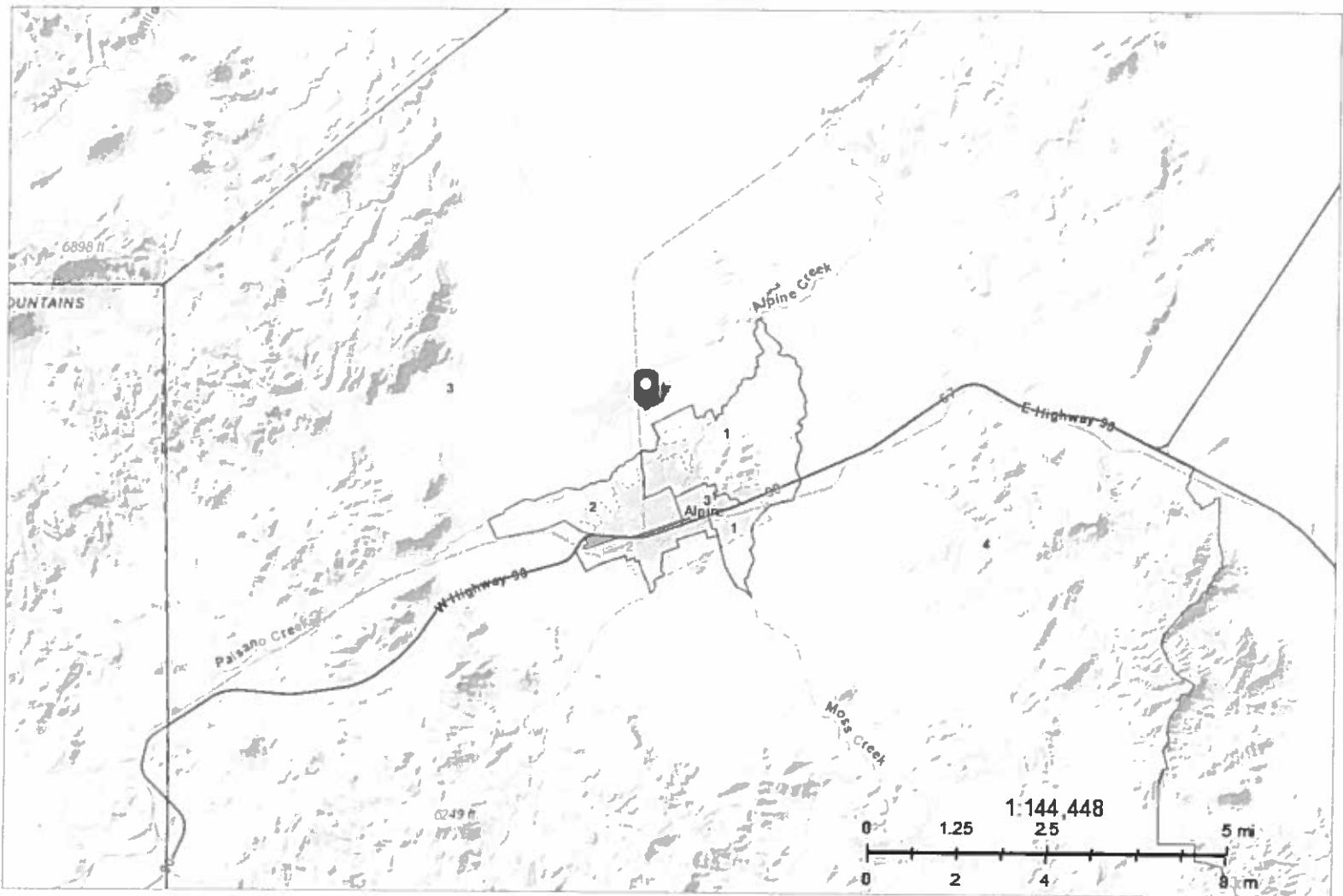
\_\_\_\_\_  
Rod Ponton, City Attorney



**TAB 8**  
**ENTERPRISE ZONE MAP**



**TAB 9**  
**POVERTY LEVEL FOR BLOCK GROUP**



**Legend**

**Your Selections**

No Legend

**Selection Results**

No Legend

**2018 Boundaries**

☐ Block Group

County	Census Tract	Block Group	Total Pop.	Total Pop. In Poverty	Poverty Rate
Anderson	950700	2	913	403	44.140%
Anderson	950500	2	707	255	36.068%
Anderson	950700	3	1232	635	51.542%
Anderson	950800	2	1144	403	35.227%
Anderson	950800	1	1102	238	21.597%
Anderson	950600	1	1505	697	46.312%
Anderson	950500	3	2023	490	24.221%
Anderson	951000	2	2191	486	22.182%
Anderson	950902	4	1805	380	21.053%
Anderson	951000	4	1359	305	22.443%
Andrews	950300	2	1615	532	32.941%
Andrews	950300	1	1762	588	33.371%
Andrews	950200	3	1048	304	29.008%
Angelina	301	3	2479	545	21.985%
Angelina	200	1	2078	575	27.671%
Angelina	700	2	1129	434	38.441%
Angelina	800	4	664	186	28.012%
Angelina	1001	2	1230	376	30.569%
Angelina	700	3	952	284	29.832%
Angelina	600	2	1151	434	37.706%
Angelina	1300	1	2036	672	33.006%
Angelina	400	1	1164	410	35.223%
Angelina	500	4	864	490	56.713%
Angelina	400	2	1600	344	21.500%
Angelina	1200	1	1386	339	24.459%
Angelina	500	2	1681	490	29.149%
Angelina	500	1	937	455	48.559%
Angelina	600	1	1349	346	25.649%
Angelina	102	2	761	304	39.947%
Angelina	600	3	2156	585	27.134%
Angelina	400	3	1475	495	33.559%
Angelina	1001	3	971	481	49.537%
Angelina	1100	3	827	246	29.746%
Angelina	902	2	503	121	24.056%
Angelina	101	3	1998	672	33.634%
Angelina	101	1	2743	730	26.613%
Angelina	400	4	1045	228	21.818%
Aransas	950500	3	687	244	35.517%
Aransas	950300	3	1547	442	28.571%
Aransas	950400	1	1487	695	46.738%
Aransas	950300	4	1494	433	28.983%
Aransas	950100	2	2019	404	20.010%
Archer	20300	3	585	138	23.590%
Archer	20300	4	656	161	24.543%
Armstrong	950100	3	667	154	23.088%

Brazos	1000	4	887	367	41.375%
Brazos	400	4	1319	375	28.431%
Brazos	900	2	773	209	27.038%
Brazos	1000	2	1568	803	51.212%
Brazos	2014	2	481	317	65.904%
Brazos	1601	2	2080	1370	65.865%
Brazos	1900	5	663	172	25.943%
Brazos	1702	1	1333	652	48.912%
Brazos	2013	1	3006	651	21.657%
Brazos	1000	3	2247	1022	45.483%
Brazos	1301	1	1717	980	57.076%
Brazos	1302	3	1067	373	34.958%
Brazos	1605	2	1571	767	48.822%
Brazos	1303	1	1581	532	33.650%
Brazos	1400	3	748	620	82.888%
Brazos	604	3	2438	1431	58.696%
Brazos	101	3	2029	409	20.158%
Brazos	604	4	1220	551	45.164%
Brazos	2012	3	1997	1673	83.776%
Brazos	1400	1	970	326	33.608%
Brazos	1801	1	2607	634	24.319%
Brazos	2012	1	713	602	84.432%
Brazos	700	2	467	211	45.182%
Brazos	2012	2	1906	1599	83.893%
Brazos	603	1	308	78	25.325%
Brazos	1701	3	1902	1102	57.939%
Brazos	1701	2	1563	513	32.821%
Brazos	1801	2	3200	818	25.563%
Brazos	1303	2	1013	618	61.007%
Brazos	300	1	891	411	46.128%
Brazos	1606	2	1762	1000	56.754%
Brazos	1803	1	1975	498	25.215%
Brewster	950400	2	926	199	21.490%
Brewster	950400	1	1201	353	29.392%
Brooks	950200	4	2474	1265	51.132%
Brooks	950200	1	529	135	25.520%
Brooks	950200	2	692	243	35.116%
Brooks	950100	2	924	356	38.528%
Brown	950900	1	1179	248	21.035%
Brown	951100	2	1500	352	23.467%
Brown	950800	1	515	144	27.961%
Brown	950600	3	901	411	45.616%
Brown	950700	1	343	129	37.609%
Brown	951000	2	1180	241	20.424%
Brown	950800	3	1505	547	36.346%
Brown	950600	2	927	469	50.593%
Brown	950200	2	1638	374	22.833%

**TAB 10**  
**CORPORATE RESOLUTION AS REQUIRED BY**  
**APPLICATION GUIDELINES**

**CORPORATE RESOLUTION AUTHORIZING ENTERPRISE PROJECT  
APPLICATION**

**THE UNDERSIGNED**, being the Directors of BIG BEND HOSPITAL CORPORATION D/B/A BIG BEND REGIONAL MEDICAL CENTER, a Texas corporation (the "**Corporation**"), having its principal place of business at 1573 Mallory Lane, Suite 100, Brentwood, TN 37027, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Corporation at a meeting convened on \_\_\_\_\_ at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Corporation.

**ENTERPRISE PROJECT APPLICATION**

**WHEREAS**, the Corporation owns and operates a licensed acute care hospital at 2600 N Highway 118, Alpine, TX 79830-2002 (the "**Hospital**"); and

**WHEREAS**, the Corporation seeks to qualify for the Texas Enterprise Zone Program (the "**Program**") by submitting an Enterprise Project Application (the "**Application**") to the appropriate authority with the State of Texas; now, therefore, be it

**RESOLVED**, that Rick Flores, Chief Executive Officer of the Hospital, is hereby authorized to sign on behalf of the Corporation, as the designated Primary Business Representative, any contracts or forms for the Application;

**FURTHER RESOLVED**, that Rick Flores and all officers and directors of the Corporation are hereby authorized and directed to certify to an interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the bylaws of the Corporation.

It is further certified that this Corporation is duly organized and existing, and has the power to take the action called for by the foregoing resolution.



***IN WITNESS WHEREOF***, the undersigned Directors have executed this Corporate Resolution Authorizing Enterprise Project Application effective this \_\_\_\_ day of \_\_\_\_\_, 2020.

**DIRECTORS:**

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020 by the above Directors of BIG BEND HOSPITAL CORPORATION D/B/A BIG BEND REGIONAL MEDICAL CENTER, a Texas corporation, on behalf of said corporation.

\_\_\_\_\_

Notary Public's Signature

SP/ME

**TAB 11**  
**DOCUMENTS AUTHORIZING AUTHORITY TO DO**  
**BUSINESS IN TEXAS**



## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for BIG BEND HOSPITAL CORPORATION (file number 145339600), a Domestic For-Profit Corporation, was filed in this office on July 22, 1997.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on March 12, 2020.



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs  
Secretary of State

7 0 2 4 2 1 0 1 2 1 0

**ARTICLES OF INCORPORATION**  
**OF**  
**BIG BEND HOSPITAL CORPORATION**

FILED  
In the Office of the  
Secretary of State of Texas  
JUL 22 1997  
Corporations Section

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Texas Business Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

**ARTICLE ONE**

The name of the Corporation is Big Bend Hospital Corporation

**ARTICLE TWO**

The period of its duration is perpetual.

**ARTICLE THREE**

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

**ARTICLE FOUR**

The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of \$.01 par value per share common stock.

**ARTICLE FIVE**

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of at least One Thousand Dollars (\$1,000), consisting of money, labor done or property actually received

**ARTICLE SIX**

The street address of its initial registered office is 800 Brazos Street, Austin, Texas 78701, and the name of its initial registered agent at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company.

9 0 ? 1 2 1 U ' 4 1 1

## ARTICLE SEVEN

The number of directors of the Corporation may be fixed by the Bylaws.

The number of directors constituting the initial board of directors is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until their successors are elected and qualified are:

Barry E Stewart  
155 Franklin Road, Suite 400  
Brentwood, TN 37027

T Mark Buford  
155 Franklin Road, Suite 400  
Brentwood, TN 37027

Linda K. Parsons  
155 Franklin Road, Suite 400  
Brentwood, TN 37027

## ARTICLE EIGHT

The name and address of the incorporator is:

Robin J. Payton  
414 Union Street, Suite 1600  
Nashville, Tennessee 37219

## ARTICLE NINE

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 2.41 of the Texas Business Corporation Act or (iv) for any transaction from which the director derives an improper personal benefit. If the Texas Business Corporation Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Texas Business Corporation Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

## ARTICLE TEN

**A. Rights to Indemnification** Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnatee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Texas Business Corporation Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnatee in connection therewith and such indemnification shall continue with respect to an indemnatee who has ceased to be a director or officer and shall inure to the benefit of the indemnatee's heirs, executors and administrators, provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnatee in connection with a proceeding initiated by such indemnatee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article Ten shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Texas Business Corporation Act requires, an advancement of expenses incurred by an indemnatee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnatee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnatee is not entitled to be indemnified for such expenses under this Article Ten or otherwise.

**B Right of Indemnatee to Bring Suit** If a claim under paragraph (A) of this Article Ten is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnatee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnatee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnatee to enforce a right to indemnification hereunder (but not a suit brought by the indemnatee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to

recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Texas Business Corporation Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Texas Business Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article Ten or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation

**C Non-Exclusivity of Rights** The rights to indemnification and to the advancement of expenses conferred in this Article Ten shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

**D Insurance** The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Texas Business Corporation Act

**E Indemnity of Employees and Agents of the Corporation** The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article Ten or as otherwise permitted under the Texas Business Corporation Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation

## ARTICLE ELEVEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 21st day of July,  
1997

Robin J. Payton  
Robin J. Payton  
Incorporator  
414 Union Street  
Suite 1600  
Nashville, Tennessee 37219

STATE OF TENNESSEE )

ss

COUNTY OF DAVIDSON )

I, Tevin Thompson, a notary public do hereby certify that on this 21st day of July, 1997,  
personally appeared before me, Robin J. Payton being by me first duly sworn, declared that she  
is the person who signed the foregoing document as incorporator, and that the statements therein  
contained are true

(Notarial Seal)

Tevin L. Thompson  
Notary Public )  
my commission expires November 27, 1999



FILED  
In the Office of the  
Secretary of State of Texas

AUG 17 1999

Corporations Section

## ASSUMED NAME CERTIFICATE

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is Big Bend Hospital Corporation
2. The assumed name under which the business or professional service is or is to be conducted or rendered is Big Bend Regional Medical Center
3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is Texas, and the address of its registered or similar office in that jurisdiction is 800 Brazos,  
Austin, TX 78701
4. The period, not to exceed 10 years, during which the assumed name will be used is 10 years
5. The entity is a (circle one):
  - Business Corporation
  - Non-Profit Corporation
  - Professional Corporation
  - Professional Association
  - Limited Liability Company
  - Limited Partnership
  - Registered Limited Liability Partnership

If the entity is some other type of incorporated business, professional or other association, please specify below:

6. If the entity is required to maintain a registered office in Texas, the address of the registered office is 800 Brazos, Austin, TX 78701 and the name of its registered agent at such address is Corporation Service Company dba CSC-Lawyers Incorporating Servi  
Company  
The address of the principal office (if not the same as the registered office) is 2600 Highway 118 North, Alpine, TX 79830 (effective 10/1/99)

7. If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is N/A and the office address elsewhere is N/A

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT"):

Brewster, Presidio, Jefferson Davis

Virginia D. Lancaster  
Signature of officer, general partner, manager,  
representative or attorney-in-fact of the entity  
Virginia D. Lancaster  
Assistant Secretary

State of Tennessee

County of Williamson

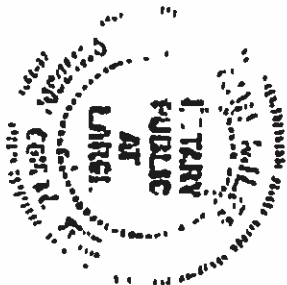
Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_

Virginia D. Lancaster

known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed.

Given under my hand and seal of office on this 17<sup>th</sup> day of August 1999

(Notary Seal)



Ann Miles

Notary Public Ann Miles

My Commission Expires NOV. 30, 2001

**TAB 12**  
**LETTER TO GOVERNING BODY**

\_\_\_\_\_, 2020

Mr. Erik Zimmer, City Manager  
City of Alpine  
100 N. 13<sup>th</sup> Street  
Alpine, TX 79830

Office of the Governor  
Economic Development and Tourism  
Texas Economic Development Bank  
Texas Enterprise Zone Program  
P.O. Box 12428  
Austin, Texas 78711

RE: Texas Enterprise Zone Application – Big Bend Hospital Corporation – Project Description (Tab 12)

Dear Mr. Zimmer,

Please consider the following project by Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center (hereinafter “BBRMC”) for official nomination for a Texas Enterprise Project designation by the Governor’s Office of Economic Development and Tourism.

BBRMC is a Texas corporation authorized to do business in Texas and is currently located at 2600 N Highway 118 in Alpine, Texas 79830. BBRMC is a wholly owned subsidiary of Quorum Health Corporation and is the single provider of hospital care in Alpine, Texas. The privately-owned company opened its doors to the public in 1997. The hospital has grown since its opening and had annual net revenue of \$22,309,355 in 2019. Quorum Health Corporation is headquartered in Brentwood, Tennessee, and is one of the nation’s leading operators of general acute care hospitals.

In order to provide quality care to their patients BBRMC currently has 25 licensed beds and 102 full-time employees. The combined staff of the hospital and physician groups together is able to provide an array of services which include general medicine, cardiology, radiology, obstetrical care, emergency services, and much more. Presently, BBRMC is serving patients in the local and regional markets surrounding Brewster County.

BBRMC plans to invest in excess of \$3 million in various facility and equipment construction and upgrades between April 24, 2020 and September 2, 2025. Within this time frame, BBRMC plans to invest \$685,000.00 for the construction of a sports medicine facility, \$364,000.00 for the construction of a mammography suite and the addition of mammography equipment, \$605,400.00 for the construction of a fluoroscopy room and the purchasing of a fluoroscopy unit, \$294,000.00 for the purchasing of digital imaging units, \$150,000.00 for the purchasing of anesthesia machines, and \$1 million for the purchasing of five HVAC units.

These investments will allow the hospital to add 9 new employees. BBRMC also expects to retain the current level of 102 full-time employees for benefit under the Enterprise Zone Program. BBRMC is an Equal Opportunity Employer, and commits to actively track its new hires and to determine "economically disadvantaged" hiring patterns. According to the 2010 U.S. Census, BBRMC is located in Census Tract 950400, Block 3, in Brewster County. BBRMC commits to hiring thirty-five percent (35%) economically disadvantaged persons, enterprise zone residents, and/or veterans for its certified jobs during the Enterprise Project designation.

BBRMC qualifies for an enterprise project designation because (1) it involves an expansion, renovation, or new construction; (2) it will be completed within a predetermined period of time not to exceed 5 years; and (3) BBRMC utilizes an accounting system that allows for tracking of income and expenses related to their facility. If designated as an Enterprise Zone, BBRMC will maintain separate payroll and tax records for the expansion of its facility.

BBRMC has been an important health care facility in the Brewster County community since 1997. The hospital has achieved great success over the past 23 years and will continue to find ways to meet the needs of its increasing number of patients. BBRMC looks forward to maintaining their reputation of great service and quality care. If designated as an Enterprise Zone, BBRMC will maintain separate payroll and tax records for the expansion of its facility.

Sincerely,

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Rick Flores,  
Chief Executive Officer  
Big Bend Hospital Corporation  
(Primary Business Representative)

**TAB 13**  
**EXISTING JOBS**

**TAB 14**  
**NEW JOBS**

**TAB 15**  
**RETAINED JOBS**



**TAB 16**

**COPY OF EXECUTED DOCUMENTS INDICATING  
ACCESS TO PROPERTY**

RECEIVED

OCT 13 1999

ROBERT TEMPLIN

## ATTACHMENT A

### SITE LEASE

**SITE LEASE** ("Lease") dated as of 10-1-1999<sup>1</sup> between **BIG BEND REGIONAL HOSPITAL DISTRICT**, a political subdivision of the State of Texas created by legislative enactment ("Landlord"), and **BIG BEND HOSPITAL CORPORATION**, a Texas corporation ("Tenant"). This Lease is executed pursuant to a Development Agreement between the same parties of even date herewith (the "Development Agreement"). Capitalized terms used herein which are not otherwise defined shall have the meanings ascribed thereto in the Development Agreement.

#### ARTICLE 1. DEMISE OF LEASED PREMISES

Landlord hereby demises and leases to Tenant, a 15-acre (more or less) tract of land located in Brewster County, Texas, which leased tract is more particularly described in Exhibit A attached to this Lease and referred to in this Lease as "the Leased Premises."

TO HAVE AND TO HOLD the Leased Premises, together with all rights, privileges, easements, appurtenances, and immunities belonging to or in any way appertaining to the Leased Premises, including, but not limited to, any and all easements, rights, title, and privileges of Landlord, existing now or in existence at any time during the lease term, in, to, or under adjacent streets, sidewalks, and alleys contiguous to the Leased Premises and reversions which may later accrue to Landlord as owner of the Leased Premises by reason of the closing of any street, sidewalk, or alley.

As described more fully in subsequent paragraphs of this Lease, Tenant intends to construct on Leased Premises a new general acute care hospital meeting the needs of the Big Bend Community (the "New Hospital").

#### ARTICLE 2. LEASE TERM

**2.1 Initial Term.** This Lease shall be for a fixed term of thirty (30) years, referred to as the "Initial Lease Term," commencing on the Transfer Date (as defined in the Development Agreement) and ending on the thirtieth anniversary thereof; subject, however, to earlier termination as provided in this Lease. Upon commencement of the Term of this Lease, the parties will execute a Memorandum of Lease in substantially the form attached hereto as Exhibit C which shall set forth.

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<sup>1</sup>To be signed once the Site is agreed upon and acquired by the District.

without limitation, the identities of Landlord and Tenant, the Commencement Date, the expiration date of the Initial Term, and such other terms and provisions as are necessary to give constructive notice of this Lease under Texas law.

**2.2 Automatic Extension of Lease.** The term of this Lease shall be automatically extended for two additional successive periods of ten (10) years each, ending on the fortieth and fiftieth anniversaries, respectively, of the Commencement Date of the term hereof, unless either party provides written notice of that party's intention not to so extend the Lease not less than twelve (12) months prior to the expiration of the then expiring lease term. All other terms and conditions of this Lease shall apply during each extension term, including the possible earlier termination as provided in this Lease.

### **ARTICLE 3. RENT**

Tenant agrees to pay to Landlord the sum of One Dollar (\$1.00) per annum, payable in advance on the first day of each lease year of the Initial Lease Term and any extended lease term, for the use and occupancy of the Leased Premises. This amount, together with any other amounts required to be paid by Tenant to Landlord hereunder, shall be the "rent."

### **ARTICLE 4. UTILITIES**

Tenant shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and all other utilities used on the Leased Premises throughout the term of this Lease, including any connection fees. Tenant may charge space tenants in the New Hospital a prorata share of the utilities.

### **ARTICLE 5. USE OF PREMISES**

**5.1. Purpose; Operation of Hospital.** The Leased Premises may be used solely for the purpose of constructing, maintaining, and operating a general acute care hospital, and related facilities, including, without limitation, nursing facilities and medical office buildings, and related parking, driveways, landscaping, and signs. Portions of the Leased Premises may be subleased by Tenant to space tenants for purposes related to a medical center. Tenant represents and warrants that Tenant will develop, construct and operate a general acute care hospital and related facilities on the Leased Premises throughout the term of this Lease, unless Landlord gives its express written consent to the cessation of operation of a general acute care hospital. In the event Tenant ceases to operate a general acute care hospital on the Leased Premises, without Landlord's prior written consent, for any reason other than temporary cessation due to damage or destruction by casualty or condemnation, Tenant shall be in default hereunder and the Landlord shall be entitled to terminate the term of this Lease pursuant to the terms of §14.1 of this Lease concerning Tenant's default.

**5.2. Illegal Use Not Permitted.** Tenant agrees not to use all or part of the Leased Premises or any building situated upon the Leased Premises for any use or purpose in violation of any valid and applicable law, regulation, or ordinance of the United States, the State of Texas, or the City of Alpine, or other lawful authority having jurisdiction over the Leased Premises.

**5.3 Environmental Laws.**

(a) Tenant shall comply, at Tenant's sole cost and expense, with all laws, ordinances, rules and regulations of all governmental authorities of any nature or type whatsoever, whether federal, state, county, or local, relating to the manufacture, storage, treatment, transport, use, or disposal of any toxic, hazardous, infectious or other regulated substances, materials, or wastes used or stored at the Leased Premises by Tenant. The use which Tenant (and each subtenant or other occupant) makes and intends to make of the Leased Premises will not result in the disposal or other release of any hazardous substance on or to the Leased Premises. The terms "hazardous substance" and "release" as used in this Lease shall have the meanings specified in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq. ("CERCLA"); provided, that if either CERCLA or any law incorporated by reference therein is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply hereunder subsequent to the effective date of such amendment and provided further, to the extent that the laws of the State of Texas establish a meaning for "hazardous substance," "release," "solid waste," or "disposal" which is broader than that specified in either CERCLA, such broader meaning shall apply.

(b) Tenant shall require that any sublease of the Leased Premises contain a covenant similar to that set forth in the preceding paragraph of this section.

(c) Tenant shall indemnify Landlord and hold Landlord harmless from and against any and all cost, damage, expense, claim, liability, civil fine and penalty, or judgment, including (but not limited to) court costs and reasonable attorneys fees incurred by the Landlord and arising out of or in connection with Tenant's failure to comply with all such laws, ordinances, rules and regulations. Tenant as used in this Section specifically includes Tenant's employees and agents, but specifically excludes the Tenant's assignees and subtenants and their agents and employees. Any sublease by Tenant shall contain an indemnity provision similar to this Section 5.3(c) wherein the sublessee agrees to indemnify the Landlord. The indemnity set forth in this Section survives the expiration or earlier termination of the Lease.

**ARTICLE 6. CONSTRUCTION BY TENANT**

**6.1 General Conditions.** Tenant has the right at any time and from time to time during the term of this Lease, to erect, maintain, alter, remodel, reconstruct, rebuild, replace and remove

buildings and other improvements on the Leased Premises, subject to the provisions of the Development Agreement and the following general conditions:

(a) The construction of any improvements upon the Leased Premises will be under the supervision of Tenant. The cost of any such work shall be paid for by Tenant, except as otherwise expressly agreed between the parties in this Lease or in other written documents.

(b) The Leased Premises shall be kept free of mechanics' and materialmen's liens.

(c) Landlord shall be notified of the time of commencement and the general nature of any such work, other than routine maintenance of existing buildings or improvements, at the time of commencement.

(d) Tenant will cause plans for any such improvements to be prepared at its expense, but the plans are subject to the approval of Landlord under the provisions of Section 7.3 below.

(e) All improvements on the Leased Premises shall be constructed and maintained in compliance with the applicable requirements of the federal law commonly known as the Americans with Disabilities Act of 1990 and the state of Texas law commonly known as the Architectural Barriers Act and rules and regulations promulgated pursuant to such acts. Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against any and all costs or other liabilities incurred by Landlord arising out of or in connection with any noncompliance by Tenant with such requirements, and this obligation shall survive the expiration or earlier termination of the lease term.

**6.2 Easements, Dedications, Zoning, and Restrictions.** Landlord and Tenant shall cooperate concerning easements, dedications, zoning, and restrictions of the Leased Premises as follows:

(a) **Easements and Dedications.** In order to provide for the more orderly development of the Leased Premises and adjoining property, it may be necessary, desirable, or required that street, water, sewer, drainage, gas, power lines, and other easements and dedications and similar rights be granted or dedicated over or within portions of the Leased Premises. Each party shall, on request of the other, join with the requesting party in executing and delivering such documents, from time to time, and throughout the term of this Lease, as may be reasonably appropriate, necessary, or required by the several governmental agencies, public utilities, and companies for the purpose of granting such easements and dedications.

(b) **Zoning.** In the event that either party deems it necessary or appropriate to obtain use, zoning, or subdivision and precise plan approval and permits for the Leased Premises, or any part of them, each party agrees to execute such documents, petitions, applications, and authorizations as are appropriate or required to submit the Leased Premises, or any part of them, for the purposes of obtaining conditional use permits, zoning and rezoning, tentative and final tract approval, precise plan approval, and further, for the purposes of annexation to or the creation of districts and governmental subdivisions. Each party shall execute these documents from time to time as requested by the other party.

(c) **Restrictions.** At the request of either party, the other party shall, from time to time, execute and deliver or join in the execution and delivery of such documents as are reasonably appropriate, necessary, or required to impose on the Leased Premises covenants, conditions, and restrictions providing for the granting of exclusive uses of the Leased Premises, or any part of them, the establishment, maintenance and operation of common areas and parking areas to serve the facilities on the Leased Premises, the establishment and maintenance of party walls, and the establishment of mutual and reciprocal rights of ingress and egress, and other like matters, all of which are for the purpose of the orderly development of the facilities on the Leased Premises for the mutual benefit of both parties.

(d) **Expenses.** Each party shall bear its own costs and expenses of any action required under Subsections (a) through (c) above.

(e) **Limitation.** Notwithstanding any other provision of this Lease, Landlord shall not be required to approve, execute, or deliver any document, petition, application, or authorization that will or may in reasonable likelihood have a material adverse effect, limitation, or restriction on the Landlord's ownership or use of the Leased Premises after the expiration of this Lease. Notwithstanding any other provisions of this Lease, Tenant shall not be required to approve, execute, or deliver any document, petition, application, or authorization that will or may in reasonable likelihood have a material adverse effect, limitation, or restriction on the Tenant's use of the Leased Premises during the term of this Lease.

**6.3 Approval of Plans.** The approval of construction, additions, and alterations of buildings or other improvements on the Leased Premises are governed by the following provisions:

(a) **Approval Required for Plans for New Hospital.** The Plans for the New Hospital shall be governed by the terms and provisions of the Development Agreement.

(b) **Plans for Subsequent Improvements.** After construction of the New Hospital is substantially complete, no further building or other improvement may be constructed on the Leased Premises unless Landlord has been given notice of planned improvements at least thirty (30) days prior to the commencement of work.

(c) **Exceptions to Landlord's Approval.** The following items do not require submission to, or approval by, Landlord:

- (i) Such repairs and alterations as may be necessary to maintain existing structures and improvements in a useful state of repair and operation.
- (ii) Such changes and alterations as are required by an authorized public official having authority or jurisdiction over such buildings or improvements in order to comply with legal requirements.
- (iii) Such changes and alterations as are required or helpful to install new equipment or to utilize new technology within the New Hospital.

**6.4 Ownership of Buildings, Improvements, and Fixtures.** Any and all buildings, improvements, additions, alterations, and fixtures, except movable furniture, machinery, equipment and trade fixtures, constructed, placed, or maintained on any part of the Leased Premises at any time during the lease term are considered part of the real property that constitutes the Leased Premises and must remain on the premises and become the property of Landlord on termination of this Lease.

## **ARTICLE 7. PROVISIONS UPON TERMINATION**

**7.1 Termination.** This Lease terminates and becomes null and void without further notice at the end of the lease term as specified in Sections 2.1 or 2.2. Any holding over by Tenant after the expiration of the lease term will not constitute a renewal of the Lease or give Tenant any rights under the Lease in or to the Leased Premises.

**7.2 Right to Remove Items.** Tenant has the right at any time during Tenant's occupancy of the Leased Premises, or within thirty (30) days thereafter, to remove any and all movable furniture, machinery, equipment, or other trade fixtures, owned or placed by Tenant, its sublessees or licensees, in, under, or on the Leased Premises, or acquired by Tenant, whether before or during the lease term, but subject to any statutory or contractual landlord's lien held by Landlord. Any such items which are not removed by the termination date of this Lease become the property of Landlord as of that date, at the option of Landlord.

**7.3 Working Capital.** Pursuant to the terms of the Development Agreement, upon termination of this Lease, Tenant shall return as much Working Capital to Landlord as Tenant received from Landlord on the Commencement Date.

## ARTICLE 8. ENCUMBRANCE OF LEASEHOLD ESTATE

**8.1 Tenant's Right to Encumber.** Tenant may, at any time and from time to time, encumber its leasehold interest, by deed of trust, mortgage, or other security instrument, without obtaining the consent of Landlord, but no such encumbrance may constitute a lien on the fee title of Landlord to the underlying land, and the indebtedness secured by the encumbrance must at all times be and remain inferior and subordinate to all conditions, covenants, and obligations of this Lease and to all of the rights of Landlord under this Lease. However, Tenant shall provide Landlord with copies of any such encumbrances on the leasehold. References in this Lease to "Lender" refer to any person or entity to whom Tenant has encumbered its leasehold interest.

**8.2 Notice to Lender.** At any time after execution and recordation in Brewster County, Texas, of any mortgage or deed of trust encumbering Tenant's leasehold interest, Lender may notify Landlord in writing that the mortgage or deed of trust has been given and executed by Tenant and furnish Landlord with the address to which it desires copies of notices to be mailed, or designate some person or corporation in the State of Texas, as its agent and representative for the purpose of receiving copies of notices. From and after Landlord's receipt of such notice, Landlord and Tenant agree to the following obligations:

(a) **Duplicate Notices.** Landlord must mail to Lender and to any agent or representative designated by Lender, at the addresses given, duplicate copies of all written notices which Landlord gives or serves on Tenant under and pursuant to the terms and provisions of this Lease after the receipt of such a notice from Lender.

(b) **Lender's Consent Required for Modification.** Landlord and Tenant agree that they will neither modify nor terminate this Lease by mutual consent without the written consent of Lender.

(c) **Right of Lender to Prevent Forfeiture.** Lender may do any act or thing required of Tenant to prevent forfeiture of Tenant's leasehold interest, and all such acts or things done and performed are as effective to prevent a forfeiture of Tenants rights under this Lease as if done by Tenant.

(d) **Right of Lender to Foreclose.** Lender may realize on the security afforded by the leasehold estate by exercising foreclosure proceedings or power of sale or other remedy afforded in law or equity or by the security documents. Upon such acquisition of title, Lender may transfer, convey, or assign the title of Tenant to the leasehold estate created by this Lease to any purchaser at any such foreclosure sale, and may acquire and succeed to the interest of Tenant under this Lease by virtue of any such foreclosure sale. Lender will not be or become liable to Landlord as an assignee of this Lease or otherwise unless it expressly assumes by written instrument such liability, and no assumption may be inferred from or result from foreclosure or other appropriate



proceedings in the nature of foreclosure or as the result of any other action or remedy provided for by such mortgage or deed of trust or other instrument or from a conveyance from Tenant pursuant to which the purchaser at foreclosure or grantee acquires the rights and interest of Tenant under the terms of this Lease.

## **ARTICLE 9. REPAIRS, MAINTENANCE, AND RESTORATION**

**9.1 Tenant's Duty to Maintain and Repair.** At all times during the term of this Lease, Tenant will keep and maintain, or cause to be kept and maintained, all buildings and improvements which may be erected on the Leased Premises in a good state of appearance and repair, reasonable wear and tear excepted, at Tenant's own expense.

**9.2 Damage or Destruction.** In the event any building or improvement constructed on the Leased Premises is damaged or destroyed by fire or any other casualty, regardless of the extent of such damage or destruction, Tenant must, within a reasonable period of time from the date of such damage or destruction (as determined by Tenant in its reasonable judgment taking into consideration the extent of the damage), but in no event less than sixty days following said event, begin to repair, reconstruct, or replace the damaged or destroyed building or improvement and pursue the repair, reconstruction, or replacement with reasonable diligence so that the building is restored to substantially the condition it was in prior to the happening of the casualty, provided, however, that if commencement or completion of this restoration is prevented or delayed by reason of war, civil commotion, acts of God, strikes, governmental restrictions or regulations, or interferences, fire or other casualty, or any other reason beyond the control of Tenant, whether similar to any of those enumerated or not, the time for commencing or completing, or both, of the restoration will automatically be extended for the period of each such delay.

## **ARTICLE 10. MECHANICS' LIENS**

Tenant may not cause or permit any mechanics' liens or other liens to be filed against the fee of the Leased Premises or against Tenant's leasehold interest in the land or against any buildings or improvements on the Leased Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Tenant or to anyone holding the Leased Premises or any part of them through or under Tenant. If such a mechanic's lien or materialman's lien is recorded against the Leased Premises or any buildings or improvements thereon, Tenant must either cause the same to be removed or, if Tenant in good faith desires to contest the lien, take timely action to do so, at Tenant's sole expense. If Tenant contests the lien, Tenant agrees to indemnify Landlord and hold Landlord harmless from all liability for damages occasioned by the lien or the lien contest and must, in the event of a judgment of foreclosure on the lien, cause the lien to be discharged and removed prior to execution of the judgment.

## ARTICLE 11. CONDEMNATION

**11.1 Interests of Parties.** In the event the Leased Premises or any part of the Leased Premises are taken for public or quasi-public purposes by condemnation as a result of any action or proceeding in eminent domain, or are transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Landlord and Tenant in the award or consideration for the transfer and the effect of the taking or transfer on this Lease will be as provided by this Article.

**11.2 Total Taking-Termination.** If the entire Leased Premises are taken or so transferred as described in Section 12.1, this Lease and all of the rights, title, and interest under the Lease cease on the date title to the Leased Premises or part of the Leased Premises vests in the condemning authority, and the proceeds of the condemnation relating to the Leased Premises are payable entirely to Landlord, and the proceeds of the condemnation relating to improvements on the Leased Premises are payable entirely to Tenant.

**11.3 Partial Taking-Termination.** If only part of the Leased Premises is taken or transferred as described in Section 12.1, this Lease may be terminated if, in Tenant's opinion as set forth in written notice to Landlord, the remainder of the Leased Premises is in such location, or in such form, shape, or reduced size, that Tenant's business cannot be effectively and practicably operated on the remaining Leased Premises. In that event, this Lease and all rights, title, and interest under this Lease shall cease on the date title to the portion of the Leased Premises taken or transferred vests in the condemning authority. The proceeds of the condemnation relating to the land of the Leased Premises shall be payable entirely to Landlord, and the proceeds of the condemnation relating to improvements on the Leased Premises shall be payable entirely to Tenant.

**11.4 Partial Taking-Continuation With Rent Abatement.** If part of the Leased Premises is taken or transferred as described in Section 12.1 and, in Tenant's opinion, the remainder of the Leased Premises is in such location and in such form, shape, or size that Tenant's business can be effectively and practicably operated on the remaining Leased Premises, this Lease shall terminate as to the portion of the Leased Premises taken or transferred as of the date title to such portion vests in the condemning authority, but shall continue in full force and effect as to the portion of the Leased Premises not taken or transferred. The proceeds of the condemnation relating to the land of the Leased Premises shall be payable entirely to Landlord (but no adjustment shall be made in the rent paid by Tenant under Article 3 of this Lease), and the proceeds of the condemnation relating to improvements shall be payable entirely to Tenant.

**11.5 Voluntary Conveyance.** Nothing in this article prohibits Landlord from voluntarily conveying all or part of the Leased Premises to a public utility, agency, or authority under threat of

a taking under the power of eminent domain. Any such voluntary conveyance shall be treated as a taking within the meaning of this Article.

## ARTICLE 12. INSURANCE AND INDEMNIFICATION

**12.1 Insurance.** At all times during the term of this Agreement, Tenant shall maintain in full force and effect the types and amounts of public liability, casualty, and business interruption insurance coverages Tenant deems appropriate under the circumstances. Each such policy shall name the Landlord as additional insured. From time to time, upon the written request of Landlord, Tenant shall deliver certificates of insurance evidencing the coverages required hereunder.

**12.2 Construction Liability Insurance.** Tenant agrees to obtain and maintain (to the extent reasonably procurable) construction liability insurance at all times when demolition, excavation, or construction work is in progress on the Leased Premises. This insurance must be carried by insurance companies authorized to transact business in the State of Texas, and must be paid for by Tenant.

**12.3 Certificates of Insurance.** Tenant must furnish Landlord with certificates of all insurance required by this article. Tenant agrees that if it does not keep this insurance in full force and effect, Landlord may notify Tenant of this failure, and if Tenant does not deliver to Landlord certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, Landlord may, at its option, take out and/or pay the premiums on the insurance needed to fulfill Tenant's obligations under the provisions of this article. Upon demand from Landlord, Tenant must reimburse Landlord the full amount of any insurance premiums paid by Landlord pursuant to this section, with interest at the rate of ten percent (10%) per annum from the date of Landlord's demand until reimbursement by Tenant.

**12.4 Indemnification of Landlord.** Landlord is not liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Leased Premises, or any part of the Leased Premises, or caused by any defect in any building, structure, improvement, equipment, or facility on the Leased Premises or caused by or arising from any act or omission of Tenant, or of any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the land, or occasioned by the failure of Tenant to maintain the Leased Premises in safe condition. Tenant waives all claims and demands on its behalf against Landlord for any such loss, damage, or injury, and agrees to indemnify Landlord and hold Landlord harmless from all liability for any such loss, damage, or injury of other persons, and from all costs and expenses arising from any claims or demands of other persons concerning any such loss, damage, or injury. It is the intent of the Landlord and Tenant that the foregoing indemnification be interpreted in the broadest possible manner to favor and protect Landlord for any and all liability, cost or expense arising from any demand or claim related to the Leased Premises.

### ARTICLE 13. ASSIGNMENT AND SUBLEASE

Neither party may assign its interest in, or delegate the performance of, its obligations under this Lease to any other person without the prior written consent of the other party, except that Tenant may do any one or more of the following without consent of Landlord: (i) Tenant may assign its interest or delegate the performance of its obligations to a wholly-owned first, second, or lower level subsidiary of Tenant, or to any successor by merger or any other party that may acquire substantially all of the assets or capital stock of Tenant, provided any such successor shall either as a matter of law or in writing agree to be bound by the terms of this Lease; (ii) Tenant may encumber its leasehold interest by deed of trust, mortgage, or other security instrument, as provided in Article 8; and (iii) Tenant may sublet portions of the facilities erected on the Leased Premises to space tenants in the ordinary course of Tenant's business, but subject to the rights of Landlord as set forth in this Lease, and specifically including the restrictions on use of the Leased Premises in Article 6.

### ARTICLE 14. DEFAULT AND REMEDIES

**14.1 Default by Tenant.** If Tenant defaults in the performance of any covenant, condition, or agreement in this Lease, and does not correct the default within ninety (90) days after receipt of written notice from Landlord to Tenant and to any Lender as required by Section 9.2, Landlord may declare this Lease, and all rights and interest created by it, to be terminated. Upon Landlord's electing to terminate, this Lease ceases and comes to an end as if the day of Landlord's election were the day originally fixed in the Lease for its expiration. Landlord or Landlord's agent or attorney may resume possession of the Leased Premises and relet them for the remainder of the term.

**14.2 Default by Landlord.** If Landlord defaults in the performance of any covenant, condition, or agreement in this Lease, and does not correct the default within ninety (90) days after receipt of written notice from Tenant to Landlord, Tenant may, at Tenant's option, in addition to all other rights, remedies and recourses afforded Tenant under this Lease or at law or in equity, do any one or more of the following: (a) terminate this Lease by the giving of written notice to Landlord, in which event Landlord shall remain liable for all damages resulting from Landlord's default, or (b) pay or perform the underlying obligation for the account of Landlord, and Landlord shall reimburse Tenant upon demand for all reasonable expenses incurred by Tenant in paying or performing the underlying obligation for the account of Landlord, plus interest from the date of demand to repayment of the rate of ten percent (10%) per annum; if Landlord fails to reimburse Tenant upon demand for such expenses, Tenant may offset the rent or any other sums due to Landlord by the amounts owing by Landlord.

**14.3 Other Remedies.** Any termination of this Lease as provided in this Article does not relieve either party from the payment of any sum or sums that are due and payable to the other party under the Lease at the time of termination, or any claim for damages then or previously accruing against a party under this Lease, and any such termination does not prevent either party from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from the other party for any default under the Lease. All rights, options, and remedies of either party contained in this Lease are cumulative, and no one of them is exclusive of the others, and either party has the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver by either party of a breach of any of the covenants, conditions, or restrictions of this Lease may be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Lease.

#### **ARTICLE 15. LANDLORD'S WARRANTIES, REPRESENTATIONS, AND COVENANTS**

**15.1 Warranty of Title.** Landlord hereby represents and warrants that it is the owner in fee simple absolute of the Leased Premises, subject only to those covenants, conditions, restrictions, easements, and other matters of record as shown on the attached Exhibit B. Landlord further covenants that throughout the term of this Lease the title to the Leased Premises will be and remain free and clear of any debt, liens, covenants, and restrictions, except for the matters listed in the attached Exhibit B or other matters to which Tenant gives express written consent.

**15.2 Warranty of Quiet Enjoyment.** Landlord covenants and agrees that as long as Tenant pays the rent and other charges as provided in this Lease and observes and keeps the covenants, conditions, and terms of this Lease, Tenant may lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Landlord or any person claiming under Landlord, except such portion of the Leased Premises, if any, as is taken under the power of eminent domain.

**15.3 Environmental Matters.** Landlord represents and warrants that it has no actual knowledge of any environmental problems relating to the Leased Premises except for the matters that are disclosed in the Phase I environmental site assessment received by Tenant.

**15.4 Access to Public Road.** Landlord covenants that at all times during the term of the Lease the Leased Premises will have direct access to at least one asphalt or better paved public road at the property line of the Leased Premises.

**15.5 Utilities.** Landlord covenants that at all times during the term of the Lease all power, water, sewage, gas and telephone utilities for the improvements on the Leased Premises will be made available at the property line of the Leased Premises at no expense to Tenant.

15.6 Zoning. Landlord covenants that at all times during the term of the Lease the Leased Premises will be zoned, at no expense to Tenant, to allow the construction and use of improvements on the Leased Premises for their intended purposes.

15.7 Covenant Not to Compete. Landlord covenants that at all times during the term of the Lease Landlord will comply with the covenant not to compete stated as Section 8 of the Development Agreement.

## ARTICLE 16. RESTRICTIONS; RIGHT OF FIRST REFUSAL

16.1 Restriction on Landlord's Ownership Rights. During the term of this Lease, Landlord may not sell, assign, mortgage, encumber, or otherwise transfer, convey, or dispose of its rights in the Leased Premises or in this Lease.

16.2 Tenant's Right of First Refusal. Upon termination of this Lease and continuing for a period of five (5) years following the termination of this Lease, if Landlord desires to sell, transfer, assign or convey to a third party all or any portion of its legal title in and to the Leased Premises, or Landlord desires to further lease all or any portion of the facilities on the Leased Premises, or Landlord receives a bona fide written offer from a third party for the purchase or lease of all or any part of the Leased Premises which Landlord intends to accept, Landlord prior to making the conveyance or lease or accepting an offer must give written notice to Tenant of such intent, including the terms of the proposed transaction. For a period of sixty (60) days after its receipt of the written notice, Tenant is granted the right and option to purchase or lease the Leased Premises on the same terms and conditions as the proposed transaction, or upon other terms as may be mutually agreed by the Landlord and Tenant at that time. Tenant may exercise such right of first refusal by giving written notice of such election to Landlord within such sixty (60) day period, with a closing then held on the transaction in accordance with the terms of the proposed transaction. If Tenant does not exercise its right of first refusal under this subparagraph within the time provided, then Landlord may convey or lease the Leased Premises as set forth in the notice of the proposed transaction and during a period of up to four (4) months from the date of the notice to Tenant. If there is any change in the terms of the proposed transaction or if the proposed transaction is not closed within the four (4) month period from the date of the notice to Tenant, then the Tenant's right of first refusal is reinstated and applicable to any subsequent proposed transaction. This provision is null and void should this Lease be terminated for cause or due to Tenant's breach or failure to cure.

## ARTICLE 17. GENERAL PROTECTIVE PROVISIONS

17.1 Right of Entry and Inspection. Tenant shall permit Landlord or Landlord's agents, representatives, or employees to enter on the Leased Premises for the purposes of inspection, determining whether Tenant is in compliance with the terms of this Lease, maintaining, repairing, or altering the Leased Premises, or showing the Leased Premises to prospective lessees, purchasers, mortgagees, or beneficiaries under trust deeds.

17.2 No Partnership or Joint Venture. The relationship between Landlord and Tenant at all times shall remain solely that of landlord and tenant and not be deemed a partnership or a joint venture.

17.3 Force Majeure. It is expressly understood and agreed that if the curing of any default (other than failure to pay rent, insurance premiums, or ad valorem taxes) or the performance of any other covenant, agreement, obligation, or undertaking contained in this Lease is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire or other casualty, or any other circumstances beyond Tenant's control or beyond the control of the party obligated or permitted under the terms of this Lease to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, each party so delayed shall be excused from doing or performing the same during the period of delay.

17.4 No Termination on Bankruptcy. Neither bankruptcy, insolvency, assignment for the benefit of creditors, nor the appointment of a receiver shall affect this Lease so long as Tenant and Landlord or their respective successors or legal representatives continue to perform all covenants of this Lease.

17.5 No Waiver. No waiver by either party of any default or breach of any covenant, condition, or stipulation contained in this Lease shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation of this Lease.

17.6 Approvals. Any approval or consent that is required of either party under this Lease may not be unreasonably withheld or unreasonably delayed. If action is not taken by a party within the time specified in this Lease, or within a reasonable time if no specific time is set, then such inaction shall be deemed approval by such party for all purposes.

17.7 Change in Regulations. This Lease shall be construed to be in accordance with any and all federal (including tax, Medicare and Medicaid) and state statutes, rules, regulations, principles, and interpretations. In the event there is, at any time during the term of this Lease, a change in tax, Medicare, Medicaid, or other federal or state statutes or regulations, or in the interpretation thereof, that significantly alters the effects of this Lease on either party or which renders any part of the material terms of this Lease unlawful, invalid or unenforceable, the parties shall

promptly and in good faith renegotiate the affected term or terms to remedy such condition in such a manner that will preserve, in all material respects, the underlying economic, financial and business relationship of the parties.

**17.8 Alternate Dispute Resolution.** Any disputes between the parties arising out of, or relating to, this Lease, or the making, performance, or interpretation thereof, shall be resolved by alternative dispute resolution using the procedures specified in Section 11 of the Development Agreement.

## **ARTICLE 18. MISCELLANEOUS**

**18.1 Delivery of Rents and Notices.** All rents or other sums, notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this section and shall be deemed to have been given at the time of personal delivery or at the time of mailing.

All payments, notices, demands, or requests from Tenant to Landlord must be given or mailed to Landlord at 801 East Brown Street, Alpine, Texas 79830, or at such other address as requested by Landlord in writing.

All payments, notices, demands, or requests from Landlord to Tenant must be given or mailed to Tenant at c/o Community Health Systems, Inc., 155 Franklin Road, Suite 400, Brentwood, TN 37024-0217, Attention: President, or at such other address as requested by Tenant in writing.

**18.2 Multiple Parties.** If more than one Landlord or Tenant is named in this Lease, service of any notice on any one Tenant or Landlord shall be deemed service on all Tenants or Landlords, respectively.

**18.3 Parties Bound.** The Lease shall be binding upon and inure to the benefit of the parties to the lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**18.4 Texas Law to Apply.** This Lease shall be construed under and in accordance with the laws of the State of Texas.

**18.5 Legal Construction.** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Lease, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Lease.



**18.6 Prior Agreements Superseded.** This agreement contains the sole and only agreement of the parties to the Lease with respect to the leasing of the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties respecting the subject of the Lease.

**18.7 Amendment.** No amendment, modification, or alteration of the terms of this Lease shall be binding unless it is in writing, dated subsequent to the date of this Lease, and duly executed by the parties to this Lease.

**18.8 Rights and Remedies Cumulative.** The rights and remedies provided by this Lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Lease are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**18.9 Attorney's Fees and Costs.** If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.


**18.10 Time of Essence.** Time is of the essence of this agreement.

**18.11 Further Documents.** Each party agrees that it will from time to time and at any reasonable time execute and deliver to the other party other and further instruments and assurances as the other party may reasonably request, approving, ratifying, and confirming this Lease and the leasehold estate created by this Lease and certifying that the Lease is in full force and effect and that no default under the Lease exists, except that if any default does exist, the party executing the further instrument shall specify in any such instrument each such default. The parties agree to cooperate as reasonably necessary in the preparation of additional documents that are necessary or appropriate to give effect to this Lease.

THIS LEASE has been executed by the parties on the date and year first above written.


LANDLORD:

BIG BEND REGIONAL HOSPITAL DISTRICT

By:   
Name: Ralph Meriwether  
Title: Board Chairman

TENANT:


BIG BEND HOSPITAL CORPORATION

By:   
Name: Michael T. Portacci  
Title: Group Vice President

**GUARANTY**

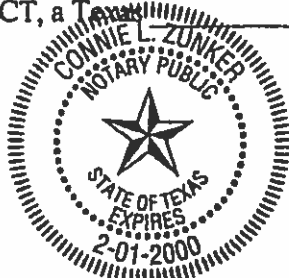
Community Health Systems, Inc., a Delaware corporation (the "Parent") which is the indirect sole shareholder of Big Bend Hospital Corporation, a Texas corporation ("BBHC"), hereby guarantees the performance by BBHC of the foregoing Site Lease.

**COMMUNITY HEALTH SYSTEMS, INC.**

By:   
Its: Group Vice President  
Name: Michael T. Portacci

THE STATE OF TEXAS     )  
                                      )  
COUNTY OF BREWSTER    )

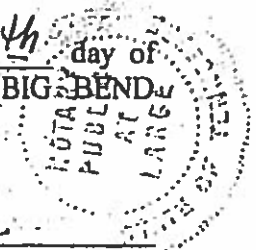
The foregoing instrument as acknowledged before me this 5<sup>th</sup> day of October 1999, by Ralph Meriwether, Board Chairman of BIG BEND REGIONAL HOSPITAL DISTRICT, a Texas corporation, on behalf of \_\_\_\_\_.



Connie L. Zunker  
Notary Public, State of Texas

THE STATE OF ~~TEXAS~~ <sup>TENNESSEE</sup>     )  
                                      )  
COUNTY OF WILLIAMSON

The foregoing instrument as acknowledged before me this 12<sup>th</sup> day of October 1999, by Michael T. Portoci, Group Vice President of BIG BEND HOSPITAL CORPORATION, a Texas corporation, on behalf of the corporation.



Virginia D. Lancaster  
Notary Public, State of ~~Texas~~ <sup>Tennessee</sup>

RETURN RECORDED DOCUMENT TO:

John E. Gillmor  
Boult, Cummings, Conners & Berry, PLC  
414 Union St.  
Suite 1600  
Nashville, TN 37219

**EXHIBIT A**  
**LEGAL DESCRIPTION OF LEASED PREMISES**

0418788.07  
020304-178 05/06/97

**EXHIBIT B**  
**PERMITTED ENCUMBRANCES**

0418788.07  
020304-178 08 06.97

B-1

**EXHIBIT C**  
**FORM OF MEMORANDUM OF LEASE**

**TAB 17**  
**BREAKDOWN OF NEW AND RETAINED JOBS**

**"NOT APPLICABLE"**

## **TAB 18**

**BACKUP DOCUMENTATION FOR DISTRESSED  
AREA, LOCAL EFFORT, AND PRIVATE EFFORT**




County	2019 Distressed County	2018 Distressed County	2017 Distressed County	2010 Decennial Population	2010 Decennial Poverty	2010 Decennial Adults without High School Diploma or Equivalent	2018 Unemployment Rate	2017 Unemployment Rate	2016 Unemployment Rate	2015 Unemployment Rate	2014 Unemployment Rate
Anderson	No	No	No	58,458	16.50%	25.20%	3.10%	3.10%	4.30%	3.90%	4.70%
Andrews	No	No	No	14,756	17.10%	27.30%	2.40%	3.10%	4.80%	3.50%	3.00%
Angelina	No	No	No	86,771	17.80%	22.00%	4.40%	5.10%	6.00%	5.60%	5.20%
Aransas	No	No	No	23,158	17.40%	14.80%	5.70%	6.80%	5.70%	5.10%	5.50%
Archer	No	No	No	9,054	10.00%	16.00%	3.10%	3.40%	4.40%	4.40%	4.50%
Armstrong	No	No	No	1,901	10.70%	8.50%	2.80%	2.50%	2.80%	2.70%	3.20%
Atascosa	No	No	No	44,911	18.80%	26.20%	3.80%	4.20%	5.30%	4.80%	4.90%
Austin	No	No	No	28,417	8.80%	18.80%	3.60%	4.30%	5.30%	4.60%	4.80%
Bailey	No	No	No	7,165	17.30%	26.60%	4.40%	4.30%	4.40%	4.30%	5.00%
Bandera	No	No	No	20,485	18.40%	11.00%	3.40%	3.60%	4.10%	4.00%	4.80%
Bastrop	No	No	No	74,171	14.10%	19.40%	3.40%	3.50%	3.70%	3.90%	4.90%
Baylor	No	Yes	Yes	31,861	19.00%	30.50%	5.10%	6.40%	7.70%	6.20%	5.80%
Bee	No	No	No	310,235	14.10%	11.40%	4.10%	4.20%	4.40%	4.70%	5.80%
Bell	No	No	No	1,714,773	16.90%	18.60%	3.30%	3.50%	3.70%	3.80%	4.70%
Bexar	No	No	No	10,497	11.70%	11.70%	2.60%	2.70%	3.10%	3.10%	3.70%
Blanco	No	No	No	641	4.30%	14.90%	3.20%	3.50%	3.60%	2.90%	3.10%
Bosque	No	No	No	18,212	16.20%	19.90%	3.70%	4.00%	4.30%	4.50%	5.20%
Bowie	No	No	No	92,565	16.80%	16.50%	4.90%	4.50%	4.70%	4.80%	6.30%
Brazoria	No	No	No	313,166	10.60%	15.70%	4.50%	5.30%	5.20%	4.60%	5.10%
Brazos	No	No	No	194,851	29.70%	15.50%	2.80%	3.10%	3.40%	3.30%	4.00%
Brewster	No	No	No	9,232	16.50%	19.80%	3.40%	3.50%	3.80%	4.00%	4.60%
Briscoe	No	No	No	1,637	19.90%	19.00%	3.90%	4.30%	4.40%	3.90%	4.20%
Brooks	Yes	Yes	Yes	7,223	34.00%	46.30%	6.50%	8.20%	11.90%	9.90%	7.70%
Brown	No	No	No	38,106	16.20%	18.30%	3.70%	3.80%	4.40%	4.30%	5.20%
Burleson	No	No	No	17,187	13.50%	23.20%	3.60%	4.10%	4.70%	4.40%	4.70%
Burnet	No	No	No	42,750	13.70%	16.50%	2.90%	3.20%	3.60%	3.60%	4.30%
Caldwell	No	No	No	38,066	19.60%	24.40%	3.60%	3.90%	4.30%	4.30%	5.20%
Calhoun	No	No	No	21,381	16.30%	21.80%	4.10%	5.80%	5.60%	4.00%	4.80%
Callahan	No	No	No	13,544	13.90%	13.70%	3.40%	3.70%	4.30%	4.30%	4.40%
Cameron	Yes	Yes	Yes	406,220	34.70%	37.70%	6.20%	6.90%	7.20%	7.10%	8.30%
Camp	No	No	No	12,401	20.40%	25.30%	4.90%	5.60%	6.80%	6.10%	6.10%
Carson	No	No	No	6,182	5.70%	12.10%	2.80%	3.20%	3.40%	3.20%	3.30%
Cass	No	No	No	30,464	19.30%	17.70%	5.10%	6.00%	7.30%	6.80%	7.60%
Castro	No	No	No	8,062	23.30%	31.90%	2.90%	3.30%	3.10%	3.40%	4.00%
Chambers	No	No	No	35,096	10.50%	15.20%	5.40%	6.50%	6.10%	5.30%	5.80%
Cherokee	No	No	Yes	50,845	22.40%	25.80%	4.10%	4.50%	5.20%	5.20%	5.80%
Childress	No	No	No	7,041	16.20%	17.90%	2.10%	3.00%	3.10%	3.10%	3.60%

## QuickFacts

Brewster County, Texas; Alpine city, Texas; United States

QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.

Table

ALL TOPICS	Brewster County, Texas	Alpine city, Texas	United States
Population estimates, July 1, 2019, (V2019)	NA	NA	328,239,523
 PEOPLE			
<b>Population</b>			
Population estimates, July 1, 2019, (V2019)	NA	NA	328,239,523
Population estimates, July 1, 2018, (V2018)	9,287	6,020	327,167,434
Population estimates base, April 1, 2010, (V2019)	NA	NA	308,758,105
Population estimates base, April 1, 2010, (V2018)	9,232	5,993	308,758,105
Population, percent change - April 1, 2010 (estimates base) to July 1, 2019, (V2019)	NA	NA	6.3%
Population, percent change - April 1, 2010 (estimates base) to July 1, 2018, (V2018)	0.4%	0.5%	6.0%
Population, Census, April 1, 2010	9,232	5,905	308,745,538
<b>Age and Sex</b>			
Persons under 5 years, percent	▲ 5.3%	▲ 6.6%	▲ 6.1%
Persons under 18 years, percent	▲ 18.8%	▲ 21.2%	▲ 22.4%
Persons 65 years and over, percent	▲ 23.1%	▲ 18.7%	▲ 16.0%
Female persons, percent	▲ 49.5%	▲ 52.9%	▲ 50.8%
<b>Race and Hispanic Origin</b>			
White alone, percent	▲ 92.8%	▲ 94.5%	▲ 76.5%
Black or African American alone, percent (a)	▲ 1.6%	▲ 0.2%	▲ 13.4%
American Indian and Alaska Native alone, percent (a)	▲ 1.7%	▲ 0.2%	▲ 1.3%
Asian alone, percent (a)	▲ 1.4%	▲ 1.5%	▲ 5.9%
Native Hawaiian and Other Pacific Islander alone, percent (a)	▲ 0.2%	▲ 0.0%	▲ 0.2%
Two or More Races, percent	▲ 2.4%	▲ 1.6%	▲ 2.7%
Hispanic or Latino, percent (b)	▲ 45.0%	▲ 46.0%	▲ 18.3%
White alone, not Hispanic or Latino, percent	▲ 50.4%	▲ 51.5%	▲ 60.4%
<b>Population Characteristics</b>			
Veterans, 2014-2018	770	405	18,611,432
Foreign born persons, percent, 2014-2018	6.6%	5.7%	13.5%
<b>Housing</b>			
Housing units, July 1, 2018, (V2018)	5,548	X	138,537,078
Owner-occupied housing unit rate, 2014-2018	58.0%	54.5%	63.8%
Median value of owner-occupied housing units, 2014-2018	\$134,300	\$137,000	\$204,900
Median selected monthly owner costs -with a mortgage, 2014-2018	\$1,406	\$1,468	\$1,558
Median selected monthly owner costs -without a mortgage, 2014-2018	\$362	\$364	\$490
Median gross rent, 2014-2018	\$687	\$681	\$1,023
Building permits, 2018	9	X	1,328,827
<b>Families &amp; Living Arrangements</b>			
Households, 2014-2018	3,942	2,815	119,730,128
Persons per household, 2014-2018	2.31	2.26	2.63
Living in same house 1 year ago, percent of persons age 1 year+, 2014-2018	82.3%	86.3%	85.5%
Language other than English spoken at home, percent of persons age 5 years+, 2014-2018	34.7%	32.7%	21.5%
<b>Computer and Internet Use</b>			
Households with a computer, percent, 2014-2018	86.9%	87.7%	88.8%
Households with a broadband Internet subscription, percent, 2014-2018	75.4%	75.6%	80.4%
<b>Education</b>			
High school graduate or higher, percent of persons age 25 years+, 2014-2018	85.3%	84.7%	87.7%
Bachelor's degree or higher, percent of persons age 25 years+, 2014-2018	39.4%	40.2%	31.5%

<b>Health</b>			
With a disability, under age 65 years, percent, 2014-2018	14.2%	13.4%	8.6%
Persons without health insurance, under age 65 years, percent	▲ 19.8%	▲ 15.3%	▲ 10.0%
<b>Economy</b>			
In civilian labor force, total, percent of population age 16 years+, 2014-2018	59.0%	60.5%	62.9%
In civilian labor force, female, percent of population age 16 years+, 2014-2018	54.4%	56.1%	58.2%
Total accommodation and food services sales, 2012 (\$1,000) (c)	31,457	18,014	708,138,598
Total health care and social assistance receipts/revenue, 2012 (\$1,000) (c)	29,952	D	2,040,441,203
Total manufacturers shipments, 2012 (\$1,000) (c)	5,860	D	5,696,729,632
Total merchant wholesaler sales, 2012 (\$1,000) (c)	D	D	5,208,023,478
Total retail sales, 2012 (\$1,000) (c)	87,727	76,992	4,219,821,871
Total retail sales per capita, 2012 (c)	\$9,417	\$12,892	\$13,443
<b>Transportation</b>			
Mean travel time to work (minutes), workers age 16 years+, 2014-2018	13.7	11.8	28.8
<b>Income &amp; Poverty</b>			
Median household income (in 2018 dollars), 2014-2018	\$43,894	\$43,307	\$60,293
Per capita income in past 12 months (in 2018 dollars), 2014-2018	\$27,227	\$26,296	\$32,621
Persons in poverty, percent	▲ 18.0%	▲ 14.2%	▲ 11.8%

## BUSINESSES

<b>Businesses</b>			
Total employer establishments, 2017	288	X	7,860,674
Total employment, 2017	2,500	X	128,591,812
Total annual payroll, 2017 (\$1,000)	64,582	X	8,725,346,754
Total employment, percent change, 2016-2017	-5.6%	X	1.5%
Total nonemployer establishments, 2017	1,069	X	25,701,671
All firms, 2012	837	858	27,626,360
Men-owned firms, 2012	412	360	14,844,597
Women-owned firms, 2012	351	232	9,876,397
Minority-owned firms, 2012	242	230	7,952,386
Nonminority-owned firms, 2012	551	390	18,987,918
Veteran-owned firms, 2012	39	33	2,521,682
Nonveteran-owned firms, 2012	751	585	24,070,685

## GEOGRAPHY

<b>Geography</b>			
Population per square mile, 2010	1.5	1,259.1	87.4
Land area in square miles, 2010	6,183.73	4.89	3,531,905.43
FIPS Code	48043	4802104	00

## About datasets used in this table

### Value Notes

▲ Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info ⓘ in row in TABLE view to learn about sampling error.

The vintage year (e.g., V2019) refers to the final year of the series (2010 thru 2019). Different vintage years of estimates are not comparable.

### Fact Notes

- (a) Includes persons reporting only one race
- (b) Hispanics may be of any race, so also are included in applicable race categories
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

### Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or open ended distribution.
- D Suppressed to avoid disclosure of confidential information
- F Fewer than 25 firms
- FN Footnote on this item in place of data
- N Data for this geographic area cannot be displayed because the number of sample cases is too small.
- NA Not available
- S Suppressed; does not meet publication standards
- X Not applicable
- Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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## Quarterly Census of Employment and Wages

Series Id: EMJ4804340010  
Series Title: Average weekly wage in Total Covered Total, all industries for All establishment sizes in Brewster County, Texas, NSA  
State: Texas  
Area: Brewster County, Texas  
Industry: Total, all industries  
Owner: Total Covered  
Size: All establishment sizes  
Type: Average weekly wage

Download:  
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Year	Qtr1	Qtr2	Qtr3	Qtr4	Annual
2009	582	581	591	614	598
2010	586	618	619	671	623
2011	607	658	646	660	643
2012	639	647	650	651	657
2013	696	747	743	748	734
2014	716	712	770	797	749
2015	733	683	717	785	730
2016	725	696	727	769	729
2017	718	721	747	776	741
2018	761	772	760	841	784
2019	748(P)	753(P)	787(P)		
P: Preliminary					

**Private Effort:**

Big Bend Regional Medical Center agrees to:

- Negotiate or cooperate in the achievement of the purposes of the Enterprise Zone Act;
- Hire under-skilled, inexperienced, disadvantageded, or displaced workers who reside in an enterprise zone;
- Hire minority workers and contract with minority-owned businesses;
- Provide technical/vocational training for enterprise zone residents and economically disadvantaged employees
- Commit to make contributions to the well-being of the community, such as job training, or the donation of land for parks or other public purposes
- Maintain a veterans assistance or recruitment program(s)

**Program Descriptions:**

Big Bend Regional Medical Center is committed to helping the community. Over the past year, Big Bend Regional Medical Center has provided \_\_\_\_\_ in charity and uncompensated care. In addition, Big Bend Regional Medical Center has provided nearly \$15,000.00 in donations and outreach contributions in the Alpine community. The hospital expects to continue these efforts throughout the designation period.

**Employee Benefits**

Big Bend Regional Medical Center provides employee benefits to its full-time employees.

For more information on any of the above programs or benefits, please contact Rick Flores at \_\_\_\_\_.

---

Rick Flores  
CEO of Big Bend Regional Medical Center  
(Primary Business Representative)

## NOMINATING ORDINANCE

### ORDINANCE NO. \_\_\_\_\_

*AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE (ACT), PROVIDING TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING **BIG BEND HOSPITAL CORPORATION D/B/A BIG BEND REGIONAL MEDICAL CENTER** TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM (EDT) THROUGH THE ECONOMIC DEVELOPMENT BANK (BANK) AS A HALF ENTERPRISE PROJECT (PROJECT).*

WHEREAS, the City Council of the City of Alpine, Texas (City) desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the city and to provide employment to residents of such area; and

WHEREAS, the project or activity is located in an area designated as an enterprise zone; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Act, **Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center** has applied to the City for designation as a half enterprise project; and

WHEREAS, the City finds that **Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center** meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, a public hearing to consider this ordinance was held by the City Council on \_\_\_\_\_, 2020;

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

#### SECTION 1.

The City nominates **Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center** for half enterprise project status.

#### SECTION 2.

The following local incentives, at the election of the governing body, are or will be made available to the nominated project or activity of the qualified business:

- a) The City may provide the following local tax incentives, including:
  - 1) The City may abate taxes on the increase in value of real property improvements and eligible personal property that are located at the designated enterprise zone site. The level of abatement shall be based upon the extent to which the business receiving the abatement creates jobs for qualified employees, in accordance with the City of Alpine Tax Abatement Policy, and with qualified employee being defined by the Act.
  - 2) Tax Increment financing
  - 3) Freeport Exemption
  - 4) Chapter 380/381 of the Texas Tax Code

- 5) Economic Development Sales Tax (4A) Contribution
  - 6) Economic Development Sales Tax (4B) Contribution
- b) The City may provide regulatory relief to businesses, including:
- 1) zoning changes or variances;
  - 2) exemptions from unnecessary building code requirements, impact fees, or inspection fees; or
  - 3) streamlined permitting.
- c) The City may provide enhanced municipal services to businesses, including:
- 1) improved police and fire protection;
  - 2) institution of community crime prevention programs; or
  - 3) special public transportation routes or reduced fares.
- d) The City may provide improvements in community facilities, including:
- 1) capital improvements in water and sewer facilities;
  - 2) road repair; or
  - 3) creation or improvement of parks.
- e) The City may provide improvements to housing, including:
- 1) low-interest loans for housing rehabilitation, improvement, or new construction; or
  - 2) transfer of abandoned housing to individuals or community groups.
- f) The City may provide business and industrial development services, including:
- 1) low-interest loans for business;
  - 2) use of surplus school buildings or other underutilized publicly owned facilities as small business incubators;
  - 3) provision of publicly owned land for development purposes, including residential, commercial, or industrial development;
  - 4) creation of special one-stop permitting and problem resolution centers or ombudsmen; or
  - 5) promotion and marketing services.
- g) The City may provide job training and employment services to businesses, including:
- 1) retraining programs;
  - 2) literacy and employment skills programs;
  - 3) vocational education; or
  - 4) customized job training.

### **SECTION 3.**

The enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

### **SECTION 4.**

The City of Alpine City Council directs and designates its City Manager as the City's liaison to communicate and negotiate with the EDT through the Bank and enterprise project(s) and to oversee zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an enterprise project.



## SECTION 5.

The City finds that **Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center** meets the criteria for designation as a half enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- a) **Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center** is a “qualified business” under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body’s jurisdiction, located outside of an enterprise zone and at least thirty-five percent (35%) of the business’s new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
- b) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and
- c) The designation of **Big Bend Hospital Corporation d/b/a Big Bend Regional Medical Center** as a half enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

## SECTION 6.

The half enterprise project shall take effect on the date of designation of the half enterprise project by EDT and terminate on **December 1, 2025**.

## SECTION 7.

This ordinance shall take effect from and after its passage as the law and charter in such case provides.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Andres Ramos, Mayor

Attest:

\_\_\_\_\_  
Cynthia Salas, City Secretary

Approved as to form:

\_\_\_\_\_  
Rod Ponton, City Attorney

2. Discussion on Meeting Rules and Procedures, Chapter 23, City of Alpine  
Code of Ordinances. (A. Ramos, Mayor)

## Chapter 23 - CITY COUNCIL

## ARTICLE I. - IN GENERAL

Secs. 23-1—23-20. - Reserved.

## ARTICLE II. - RULES OF PROCEDURE

*Footnotes:*

— (1) —

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

## Sec. 23-21. - Meetings.

- (a) All regular city council ("council") meetings ("meeting(s)") shall normally be held at 5:30 p.m. at Council Chambers, 803 W. Holland, Alpine, Texas on the first and third Tuesdays of every month, except December when only a first Tuesday Meeting shall be held. Special council meetings may be held when necessary for the transaction of the business of the city, shall normally be held at 5:30 p.m. at Council Chambers as above, and may only be called by written request from the mayor or three councilmembers, using the form adopted by resolution, if possible; this request may be circulated by any councilmember. Posting proper notice may change the location or time, or part or all of any meeting. All unfinished meetings shall recess no later than completion of the agenda item pending at 9:00 p.m., unless by motion and majority vote the council decides to continue the meeting; meetings shall be recessed under the following conditions:
- (1) If any of the five councilmember's present cannot attend the next day to reconvene, the meeting must adjourn, unless all the councilmembers who cannot attend the next day give permission to recess.
  - (2) If recessed, the meeting shall be reconvened in the same place, at the same time, and on the next day, unless by motion and majority vote the council decides to set a different time and/or place.
- (b) The mayor shall, with three councilmember's, constitute a quorum; if the mayor is absent, four councilmember's shall constitute a quorum. All rulings from the mayor or mayor pro tem on procedural or substantive matters shall be subject to appeal and reversal by motion and majority vote of council at any time. The mayor or the mayor pro tem may vote only in the case of a tie, on any meeting agenda ("agenda") item ("item(s)").
- (c) In order to ensure clarity about the position of each councilmember during a vote, the mayor or mayor pro tem shall ask for a positive statement for those in favor of a motion by stating "aye" or raising of their hand, those not in favor of a motion by stating "nay" or raising of their hand, and those who abstain from

voting by stating "abstain" or raising of their hand.

- (d) The mayor or mayor pro tem shall preside with fairness and impart maintaining absolute neutrality by posture, demeanor, action and language during all meetings. The mayor shall not:
  - (1) Restrict orderly speech, in any way, of any councilmember's or city manager's presentation of any item.
  - (2) Restrict orderly speech, in any way, of any councilmember's or city manager's discussion of any item.
  - (3) At the written request of any councilmember or the mayor, the department heads of finance, public works, gas and utilities, along with the police chief, shall attend meetings until dismissed by a majority vote of the council under Item B or any subsequent item in the order of business, or until the meeting is adjourned. The specific topic the department head needs to address should be included in the written request. Citizens or anyone attending a meeting shall be given an opportunity to ask questions on the specific topic before city staff are dismissed.
- (e) The mayor, any councilmember, or the city manager ("manager") may place items on any meeting agenda ("agenda"), using the form adopted by resolution if possible. All resolutions or ordinances require sponsorship by a councilmember or the city manager. The manager is responsible for the preparation of the agenda, but may not alter submitted items without permission of the submitter. The submission deadline for all meetings is 5:00 pm. The last submission day is Wednesday before regular meetings, or the sixth day before special meetings.
  - (1) Items shall indicate the requestor's name and sufficient explanation so that any citizen can understand the substance of the item.
  - (2) Presentations to be made during: Presentations, public hearings, information and discussion/action items must meet the submission deadline listed above. The only exceptions to this are the: City mayor, city manager and city staff reports.
  - (3) Any item requiring financial expenditure by the city must identify the line item of the budget the expenditure will come from or the financing strategy to be utilized by the city or the future budget requirements. The city manager will be available (and make Staff available) to help pull the back-up information together at the elected officials request.
- (f) Meetings are held pursuant to the provision of the Texas Open Meetings Act (Government Code Chapter 551). Citizens desiring to address the city council, or express their opinion about a particular meeting Agenda Action Item are limited to three minutes.
- (g) Before a vote is taken on any item, the city secretary or designee shall read the written motion, and then shall ask whoever made the motion if the motion is correctly stated.
- (h) Robert's Rules of Order may be generally followed for procedural matters. The council may adopt or revoke any specific rules of procedure at any time by resolution. Presiding officer of meeting must adhere to meeting rules/procedures. Councilmembers are allowed to call a point of order to facilitate the running of the meeting.
- (i) Citizen comments after the meeting can be directed to their individual councilmember or the city manager.
- (j) Written minutes, audio recordings, and video recordings shall be made of all meetings. The official

minutes should reflect what was done, not everything that was said; and as a minimum shall include:

- (1) The text of all main motions, as amended;
  - (2) The text of all "points of order" and "appeals", along with the reason given by the mayor or mayor pro tem for the ruling of them;
  - (3) The results of the vote, both as whether the motion was "adopted" or "lost" and as the way each councilmember voted.
- (k) The council and the city attorney shall determine who may or may not attend executive sessions.

(Ord. No. 2015-7-01, 9-1-2015)

#### Sec. 23-22. - Order of business.

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

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

Notice is hereby given that the City Council of the City of Alpine, Texas will hold a meeting at 5:30 P.M. on any date in the City Council Chambers, at 803 West Holland, in the City of Alpine, Texas for the purpose of considering the attached agenda. This notice is posted pursuant to the Texas Open Meetings Act (Section 551.043, Texas Government Code).

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

Members of the audience will be provided an opportunity to address the Council during Public Hearings and after Action Items. Please speak into the microphone located at the podium and state your name and address. If you have a petition or other information pertaining to your subject, please present it to the City Secretary. 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 from speaking at future meetings.

#### AGENDA

1. Call to Order, Invocation and Pledge of Allegiance to the Flag.
2. Determination of quorum and proof of notice of the meeting.
3. Presentations, recognitions and proclamations.
4. Reports:
  - City mayor's report.
  - City manager report.

City staff updates.

5. Public hearings.
6. Consent agenda.(Minutes, financial reports, department written reports, board appointments, etc.)—  
Notice to the Public—The following items are of a routine and administrative nature. The Council has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a councilmember, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.
7. Information of discussion items.
8. 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).  
  
Citizens are allowed to comment (limited to three minutes) after being called upon by 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.
9. Council members comments and answers.
10. Executive session.
11. Action—Executive session
12. Adjournment.

(Ord. No. 2015-7-01, 9-1-2015)

3. Discussion on the output from a meeting between City Attorney, City Manager, Police Chief, Building Official, and Animal Control as requested from the City Council at the October 6th and 7th City Council meeting. (E. Zimmer, City Manager)

Municipal Court and City Prosecutor  
Information and Discussion Item

City Council Meeting  
20 October 2020

Mayor and City Council,

In preparation for the agenda item Tuesday, I've included the following items in the packet.

1. The write-up from the October 13, 2020 meeting with Rod Ponton, Erik Zimmer, Chief Martin, David Hale and Jennifer Stewart
2. The email from Friday July 10, 2020 to Council, Judge and Prosecutor where I shared information following Judge Stewarts presentation
3. The email from Wednesday August 5, 2020 to Council, Judge and Prosecutor where I shared the information from our Texas Municipal Court Education Center
4. The email from Friday October 9, 2020 to Council and Prosecutor where I shared the primary Case Dispositions for the Alpine Municipal Court
  - a. Behind that information is a table that shows the history of closed cases going back to August 2018
  - b. Behind that is information depicting the high level of cases from September 1, 2019 through September 30, 2020 on cases that were dismissed for the following three reasons: Motion of Prosecution, Compliance Code Enforcement and Compliance

Please let me know if you have any additional questions,  
Thank you,

Erik  




October 13, 2020 Meeting

Attendees: David Hale, Robert Martin, Jennifer Stewart, Erik Zimmer, Rod Ponton

Re: Request from Council at October 6th/7th meeting for the five of us to get together and discuss methods of improvement in the Alpine Municipal Court

Erik Zimmer notes from the meeting

Rod asked David, Jennifer and Chief Martin to go through their expectations for the Municipal Court

David Hale Response (on behalf of the Building Services and Code Enforcement)

- Bench Book is utilized. This will be especially critical with the new Municipal Judge
- Standard/State required Municipal Court Procedures are followed
- Forms associated with case files are being filled out and used
- Prosecution is following these procedures as well
- There are times that there will be 3+ tickets with various citations to a specific individual. All of them need to be addressed
- Designee for David's department for Court appearance is Tony K., David will be there for Fire Code enforcement cases
- Utilize the Municipal Court training provided out of Austin
- City Ordinances are straight-forward, based off of State requirements
- Files produced by his team are very thorough and most questions can be answered through briefing the file

Rod responded he had ordered a Bench Book

Erik responded Lorena Crespo-Gonzalez has asked team in Austin to conduct audit/review of Alpine Municipal Court

Jennifer Stewart Response (on behalf of Animal Control)

- Citations need to come to Court more timely - we have one case now that is over 885 days old. There are other cases that are taking a long time to process as well
- There needs to be an expediency of the Courts to bring the cases to Court so they can be handled and outcomes produced
- There are several repeat offenders with Animal Control issues. These are identified by the officers and supervisors. Jennifer is concerned this is not always being acknowledged by Prosecutor or Judge
- Jennifer reiterated that it is important to look at the history presented in the files. Shoshana Perkins is an example of a case where a ticket was dismissed and this person had several previous infractions

Chief Martin Response (on behalf of the Alpine Police Department)

- Level of professionalism in the Municipal Court needs to improve (ie - proper swearing in of witnesses, reading probable cause as case is presented). Important that training David mentioned is complied with.
- Read the case file and report in the file before a case is presented (done ahead of time). Have a discussion with the Department Head before a recommendation of dismissal of the case.
- Court and Prosecutor need to understand there are training implications with staff if any case is recommended for dismissal
- 100% case preparation ahead of Court date
- Professionalism, Integrity and Honesty

These are the notes that I scribed from the meeting  
Erik Zimmer, City Manager

A handwritten signature in black ink, appearing to be 'Erik Zimmer', with a stylized, cursive script.



Erik Zimmer &lt;erik.zimmer@ci.alpine.tx.us&gt;

## Code Enforcement Follow-Up

Erik Zimmer &lt;erik.zimmer@ci.alpine.tx.us&gt;

Fri, Jul 10, 2020 at 3:47 PM

To: Andy Ramos <mayor.amos@ci.alpine.tx.us>, Maria Curry <ward1.curry@ci.alpine.tx.us>, Ramon Olivas <ward2.olivas@ci.alpine.tx.us>, Betty Fitzgerald <ward3.fitzgerald@ci.alpine.tx.us>, Lucy Escovedo <ward4.escovedo@ci.alpine.tx.us>, Rick Stephens <ward5.stephens@ci.alpine.tx.us>  
Cc: David Hale <building.official@ci.alpine.tx.us>, Cynthia Salas <city.secretary@ci.alpine.tx.us>, pontonrod <pontonrod@gmail.com>, Sandy Stewart <city.judge@ci.alpine.tx.us>, Court Clerk <court.clerk@ci.alpine.tx.us>

Honorable Mayor and City Council,

Thanks for the conversation on this topic Tuesday. We also appreciate Lucy's willingness to engage with staff on the review of the Ordinances and suggestions for updates/changes. I've also attached the section of Chapter 54 of our Code of Ordinances that outlines the expectations the City has in place currently.

In our Citation booklet that is used to write the citations, the header reads 'Notice to Appear'. That nomenclature has appeared for years, but David, Tony and I discussed today changing that to read 'Notice of Citation' instead. I do think these citation books pre-date Robert Polanco, but now is a good time to update. David and Tony had been working on a new format previous to the discussion. Ultimately, the header on them works against the human psyche and puts up an immediate barrier.

As Tony fills out the citation, he always gives the owner 10 days to abate. If they abate, the citation is cleared and the court is notified. The owner gets a note from Lorena in the Courts that they do not have to appear..

On Tuesday evening the question came up on whether people were given time to clear the citation: ***all citations up to this point have been given the 10 day opportunity to abate which is written on the ticket.*** Those that have appeared in Court with Judge Stewart and our CA Rod Ponton had not abated in the 10 days. Tony has also given people more time than the 10 days if they have a plan of action and communicate with him.

The next question came up surrounding the repetition of tickets. Our Ordinance calls for a citation each day after the 10th day an offense has not been abated, and each subsequent day thereafter. That is also what is taught and recommended at the state level classes. With that said, David, Tony and I agreed to not utilize that method in the interim and only write a subsequent ticket if the individual fails to appear in Court. As Council works through amending the language of the existing Ordinance, we will want to ensure a new expectation is mapped out over the current language.

We also need to tighten language on repeat offenses and abatement capabilities if the item is deemed of significant health importance.

David, Tony and I also discussed a communication plan relative to common nuisances. The first one that Tony will write about (we'll put up on our City website and do some PSA's) is around old tires. Not only are they prohibited in our City Ordinance, they are prohibited in State code. We will make sure we communicate about the common hazards in the community and the City's approach and expectations.

As you review Chapter 54 of the current Ordinances, please send any comments of suggested changes to David and myself (to avoid any TOMA conflicts). We will work back with Lucy to construct a draft of changes to present to the rest of Council (hopefully by the second meeting in August).

Thanks again, please let me know if you have any questions,  
Erik

PS - On a lighter side, Tony has seen some real interesting things in his Enforcement journey....pigs in the yard, 800 tires at a residence....just to name a few.

—  
Erik M. Zimmer  
City Manager  
Alpine, TX 79830  
432.837.3301

**Attention Elected Officials** - A 'Reply to All' on this email could lead to unintentional violations of the Texas Open Meetings Act. Please reply only to the sender.



**ARTICLE\_IV.\_\_\_\_OFFENSIVE\_CONDITIONS\_ON\_PROPERTY.doc**

68K

## ARTICLE IV. - OFFENSIVE CONDITIONS ON PROPERTY<sup>21</sup>

### Footnotes:

--- (2) ---

**Editor's note**— Ord. No. 2009-07-01, adopted Aug. 4, 2009, deleted the former Art. IV, §§ 54-201—54-207 and enacted a new Art. IV as set out herein. The former Art. IV pertained to offensive conditions on property and derived from Code 1978, §§ 18-21—18-27; Ord. No. 2005-4-12, adopted Apr. 19, 2005.

**State Law reference**— Authority to prohibit conditions described in this article, V.T.C.A., Health and Safety Code ch. 342

### DIVISION 1. - HIGH WEEDS AND GRASS

#### Sec. 54-202. - Prohibited generally.

It shall be unlawful for any owner of real property within the corporate limits of the city to fail to keep such real property free of any unsightly, unwholesome, unsanitary or dangerous condition, including, but not limited to, the failure of such owner to remove, or cause to be removed from such property, all debris, brush, weeds, garbage not in regulation containers, carrion, rubbish, filth or any other impure, unwholesome, unsightly or unsanitary matter of any nature.

(Ord. No. 2009-07-01, Exh. A, 8-4-09)

#### Sec. 54-203. - High weeds and grass prohibited.

- (a) Any property upon which weeds or grass exceed an average of 12 inches in height, is hereby declared to be a nuisance.
- (b) A person commits an offense if the person owns, occupies, or controls any real property upon which weeds or grass exceed an average of 12 inches in height.
- (c) A person commits an offense if the person owns, occupies, or controls any real property and fails to maintain the parkway adjacent to the property free of weeds and grass that exceed an average of 12 inches in height.
- (d) In a prosecution or other enforcement action of subsections (a) or (b) above, it is an exception that the real property was a lot, tract, or parcel of land of two or more acres under common ownership and the high grass or weeds was no closer than 100 feet to:
  - (1) Any adjacent street; or
  - (2) Any structure or other improvement on any adjacent property owned by another person.
- (e) The provisions of this section apply to real property located within the city.

(Ord. No. 2009-07-01, Exh. A, 8-4-09)

#### Sec. 54-204. - Abatement of high weeds or grass.

- (a) The building official or the code enforcement officer, or their designee, is hereby authorized to give notice to the owner of any property upon which high grass and weeds exist to abate the nuisance.
- (b) If the owner of the property does not comply with an abatement notice issued by the city within ten days after the date the notice is received, the city may:
  - (1) Enter the property and do or cause to be done the work required to abate the nuisance; and

- (2) Pay for the work done and charge the expenses to the owner of the property.
- (c) The notice must be given:
  - (1) Personally to the owner in writing;
  - (2) By letter addressed the owner at the owner's post office address; or
  - (3) If personal service cannot be obtained or the owner's post office address is unknown:
    - a. By publication at least twice within ten consecutive days;
    - b. By posting the notice on or near the front door of each building on the property to which the violation relates; or
    - c. By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates, if the property contains no buildings.
- (d) Notice will be deemed to have been received:
  - (1) For personal service, as of the date the notice was given personally to the owner;
  - (2) For mailed notice, three days after it was mailed;
  - (3) For notice by publication, on the date that the last notice was published in the official newspaper; or
  - (4) For notice by posting, ten days after notice was posted.
- (e) The city in the notice of a violation may inform the owner by certified mail, return receipt requested, that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property.
- (f) If a violation covered by a notice under subsection (e) occurs within the one-year period, and the city has not been informed in writing by the owner of an ownership change, then the city without notice may take any action permitted by subsections (a)(1) and (2) and assess its expenses as provided by section 54-205.

(Ord. No. 2009-07-01, Exh. A, 8-4-09; Ord. No. 2019-02-03, § 1, 3-5-19)

**Cross reference**— Notice requiring correction, V.T.C.A., Health and Safety Code § 342.006.

**Sec. 54-205. - Abatement of weeds or grass in excess of 48 inches.**

- (a) The city may abate, without notice, weeds or grass that:
  - (1) Have grown higher than 24 inches; and
  - (2) Are an immediate danger to the health, life, or safety of any person.
- (b) Not later than the tenth day after the date the director abates weeds or grass under this section, the director shall give notice to the property owner in the manner required by section 54-204.
- (c) This notice shall contain:
  - (1) An identification, which is not required to be a legal description, of the property;
  - (2) A description of the violations that occurred on the property;
  - (3) A statement that the city abated the weeds or grass; and
  - (4) An explanation of the property owner's right to request an administrative hearing about the city's abatement of weeds or grass.

- (d) The city shall conduct an administrative hearing on the abatement of weeds or grass under this section if, not later than the 30th day after the date of the abatement of the weeds, the property owner files with the city a written request for a hearing.
- (e) A hearing conducted under this section shall be conducted not later than the 20th day after the date a request for a hearing is filed. The owner may testify or present any witnesses or written information relating to the city's abatement of the weeds.
- (f) The city may assess expenses and create liens under this section against the property on which the city does the abatement.

(Ord. No. 2009-07-01, Exh. A, 8-4-09; Ord. No. 2017-08-01, 9-5-17)

**Sec. 54-206. - Hazards to health, safety and welfare.**

It shall be unlawful for any owner of real property within the city to fail to keep such property free of sink holes, stagnant water, any unauthorized outdoor privies, dilapidated buildings, wrecked automobiles or free from any other dangerous, unsightly, unsanitary or unwholesome condition, matter or instrumentality, or to fail to keep such property clear of any condition liable to produce or communicate disease or likely to constitute a hazard to the health, safety or welfare of the inhabitants of the city.

(Ord. No. 2009-07-01, Exh. A, 8-4-09)

**Sec. 54-207. - Lien for expenses.**

On filing with the county clerk a statement by the mayor or duly authorized agent, of the amount of such expenses. The city shall then have a privileged lien on such lot or real estate upon which the work was done or improvements made to secure the expenditures so made in accordance with the provisions of the Revised Civil Statutes of Texas, article 4436, which lien shall be second only to tax liens and liens for street improvements, to secure the expenditure so made; and from the date of such filing by the mayor or authorized agent, the expenditure so made by the city shall draw interest at the rate of ten percent per annum from the date of payment by the city until paid.

(Ord. No. 2009-07-01, Exh. A, 8-4-09)

**State Law reference—** Lien for expenses, V.T.C.A. Health and Safety Code § 342.007.

**Sec. 54-208. - Prosecution for violations.**

In addition to all other penalties for violation of this chapter, such owner so violating this article, may be punished as provided by section 1-11 for each day such violation continues after such owner has received personal written notice or citation as described in this article that such condition exists and such owner fails to remedy, correct or abate such condition on such property within such ten-day period thereafter.

(Ord. No. 2009-07-01, Exh. A, 8-4-09)

**State Law reference—** Authority to punish for violations, V.T.C.A., Health and Safety Code § 342.005.

**DIVISION 2. - NUISANCES**

Sec. 54-209. - Purpose.

The purpose of this subdivision is to define as nuisances within the City of Alpine, certain conditions which are detrimental to the health and safety of persons or property or which are detrimental to the senses. The conditions made unlawful by this subdivision are hereby declared to be nuisances.

(Ord. No. 2009-07-01, Exh. A, 8-4-09)

Sec. 54-210. - Miscellaneous sanitation nuisances.

- (a) A person commits an offense if the person owns or is in control of property that contains a pond, pool, or container holding unwholesome, impure, or offensive water that creates an unreasonable and noxious odor in a public place or that is detrimental to the health of humans.
- (b) A person commits an offense if the person owns or is in control of property which contains any drain, ditch, tank or gutter that is maintained in such a manner that creates an unreasonable and noxious odor in a public place or that is detrimental to the health of humans.
- (c) A person commits an offense if the person owns or is in control of property which has an overflowing septic tank or has sewage leaking from any pipes onto the premises.
- (d) A person commits an offense if the person owns or is in control of property that contains a condition or place that is a breeding ground for rats.
- (e) A person commits an offense if the person owns or is in control of property that contains a collection of water that is a breeding place for mosquitoes.
- (f) A person commits an offense if the person owns or is in control of property that contains a condition or place that is a breeding ground for flies or cockroaches.
- (g) A person commits an offense if the person owns or is in control of a place where sleeping accommodations are offered to the public where ectoparasites suspected to be disease carriers are present.
- (h) A person commits an offense if the person operates or causes the operation of a vehicle or container used to transport garbage, human excreta, or other organic material, when such vehicle or container allows the leaking or spillage of its contents.
- (i) A person commits an offense if the person owns or is in control of property and accumulates or allows the accumulation of garbage on the property in a manner that creates an unreasonable and noxious odor in a public place, that provides a breeding ground or harborage for vectors, or that is detrimental to the health of humans.
- (j) A person commits an offense if the person owns or is in control of property and accumulates or allows the accumulation of any solid waste or recyclables upon the property except in solid waste containers of a type approved by the director of department of environmental management.
- (k) A person commits an offense if the person owns or is in control of property and accumulates or allows the accumulation of solid waste or recyclables upon the property in any leaking or unsecured solid waste containers.
- (l) A person commits an offense if the person owns or is in control of property and accumulates or allows the accumulation of solid waste or recyclables upon the property, even in approved containers, for a period in excess of one week.
- (m) A person commits an offense if the person owns or is in control of property and accumulates or allows the accumulation of materials in a composting pile or bin on such property in a manner that:
  - (1) Breeds or allows the harborage of vectors; or
  - (2) Creates an unreasonable and noxious odor in a public place.



- (n) A person commits an offense if the person owns or is in control of property and accumulates or allows the accumulation of recyclables on such property in a manner that:
  - (1) Breeds or allows the harborage of vectors; or
  - (2) Creates an unreasonable and noxious odor in a public place.
- (o) In a prosecution of subsections (j), (k), or (l), it is an exception that the property was a solid waste facility regulated by the state natural resource conservation commission or was a recycling facility.

(Ord. No. 2009-07-01, Exh. A, 8-4-09)

Sec. 54-211. - Storage of discarded, used, and broken items.

- (a) A person commits an offense if the person accumulates or allows the accumulation on any property of any:
  - (1) Broken, inoperable, or discarded household furnishings, appliances, machines, tools, boxes and cartons, lawn maintenance equipment, play equipment, toys, and similar items;
  - (2) Used or discarded building materials;
  - (3) Materials or items stored on rooftops or porches of buildings when visible from the public right-of-way or neighboring property;
  - (4) Factory or mill wastes;
  - (5) Damaged merchandise;
  - (6) Wet, broken, or leaking barrels, casks, or boxes;
  - (7) Used, discarded, or broken automotive parts or equipment; or
  - (8) Any other materials which tend by decay to become putrid or to provide harborage for rodents and other vectors.
- (b) It is defense to prosecution of subsection (a) that the person was engaged in the business of dealing in junk, and was in compliance with the comprehensive zoning ordinance and all other applicable provisions of this Code relating to junk dealers.

(Ord. No. 2009-07-01, Exh. A, 8-4-09)

Sec. 54-212. - Accumulation of carrion, filth, trash, rubbish or other unwholesome matter.

- (a) It shall be unlawful for any person who shall own or occupy any house, buildings, establishment, lot or yard in the city, to permit or allow any carrion, filth, trash, rubbish or other impure or unwholesome matter to accumulate or remain thereon.
- (b) The term "rubbish" as that term is used in this article, shall include, but not be limited to, the debris left upon properties after any building or other structure on such properties have been:
  - (1) Destroyed by fire or other calamity and the same not restored to its original or better condition or removed from the property within 90 days from the date of such destruction;
  - (2) Intentionally wrecked or demolished by the owner;
  - (3) Moved from such property to another location; and/or
  - (4) Vacated by prior owner or tenant.

(Ord. No. 2009-07-01, Exh. A, 8-4-09)

Sec. 54-213. - Duty to maintain property free from litter.

- (a) An owner, occupant, or person in control of private property commits an offense if he or she fails to maintain the property free of litter, unless the litter has been deposited in a trash receptacle that securely contains the litter.
- (b) Construction sites within the city and sidewalks, streets, alleys and public or private properties in the vicinity of the construction sites shall be maintained free of construction trash, litter, and debris that is not securely contained.
  - (1) Any applicant for a permit for new residential construction issued by the city shall identify the owner, occupant, or person in control of the property on the permit, by name, driver's license number, and date of birth, who is responsible for maintaining the construction site in a manner that securely contains all construction trash, litter, and debris until a final inspection is delivered or the permit expires.
  - (2) A person or owner commits an offense under this section when the individual identified on a permit under subsection (b)(1) fails to maintain the construction site in such a manner as described in this section.

(Ord. No. 2009-07-01, Exh. A, 8-4-09)

Sec. 54-214. - Nuisance abatement order.

The city is hereby authorized to give notice to the owner of any property upon which a nuisance under this division exists to abate the nuisance in accordance to the process described in sections 54-204 through 54-206.

(Ord. No. 2009-07-01, Exh. A, 8-4-09)

Secs. 54-215—54-240. - Reserved.

ARTICLE V. - HERBICIDES; PESTICIDES

Sec. 54-241. - V.T.C.A., Agriculture Code ch. 76 adopted.

- (a) The city council does hereby adopt V.T.C.A., Agriculture Code ch. 76, to the extent that it may, as a governmental entity, be of such assistance to the state department of agriculture in the receiving and transmission of complaints, investigating, under the state department of agriculture's supervision and/or at its request, such matters within the city that the state department of agriculture may deem helpful and/or necessary in its investigation and enforcement of possible violations of these regulations that may occur within the city limits of the City of Alpine, Brewster County, Texas.
- (b) By adopting V.T.C.A., Agriculture Code ch. 76, the city does hereby, as a political subdivision of the state, being a Texas Municipal Corporation chartered under the General Laws of the State of Texas and thereby being a governmental entity of the State of Texas, accept the role as local auxiliary investigative, complaint receiving and transmitting governmental entity, under the direction and supervision of the state department of agriculture, and at its request, or at the request of any of its duly authorized investigative agents who may make such requests for any aid or assistance of the city that are within the scope of the city's authority to give, grant or accomplish, in full cooperation with the state department of agriculture in its enforcement efforts of the regulatory laws concerning the use, sale, storage, transportation and application of herbicides and/or pesticides within the city limits, all as set out in V.T.C.A., Agriculture Code ch. 76, that are here adopted to the full extent of their applicability to the city.

(Code 1978, § 14-51)



Erik Zimmer &lt;erik.zimmer@ci.alpine.tx.us&gt;

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## Updated Docket for August

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Erik Zimmer &lt;erik.zimmer@ci.alpine.tx.us&gt;

Wed, Aug 5, 2020 at 11:45 AM

To: Andy Ramos <mayor.amos@ci.alpine.tx.us>, Maria Curry <ward1.curry@ci.alpine.tx.us>, Ramon Olivas <ward2.olivas@ci.alpine.tx.us>, Lucy Escovedo <ward4.escovedo@ci.alpine.tx.us>, Betty Fitzgerald <ward3.fitzgerald@ci.alpine.tx.us>, Rick Stephens <ward5.stephens@ci.alpine.tx.us>, pontonrod <pontonrod@gmail.com>, Police Chief <chief.police@ci.alpine.tx.us>, Cynthia Salas <city.secretary@ci.alpine.tx.us>, Sandy Stewart <city.judge@ci.alpine.tx.us>, David Hale <building.official@ci.alpine.tx.us>

Honorable Mayor and City Council,

I've attached the updated Docket for August 11th for your information.

With the recent conversations on Municipal Court, Code Enforcement, PD, Animal Control - roles and procedures I also thought it would be good to share the following video. It gives a good representation of Municipal Courts here in Texas: <https://www.youtube.com/watch?v=Xae4St8YWck&feature=youtu.be>

There are also some additional videos provided by the Texas Municipal Court Education Center to help with City Administration and Elected Officials to better understand the roles. I've included the link to the video resources as they were too large to send in wave file format.

<https://www.tmcce.com/resources/videos/>

We hope these are found to be useful.

Thank you,

--

Erik M. Zimmer  
City Manager  
Alpine, TX 79830  
432.837.3301

**Attention Elected Officials** - A 'Reply to All' on this email could lead to unintentional violations of the Texas Open Meetings Act. Please reply only to the sender.

**AUGUST 11, 2020 DOCKET.pdf**

32K



Erik Zimmer &lt;erik.zimmer@ci.alpine.tx.us&gt;

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**Case Disposition - Municipal Court**

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Erik Zimmer &lt;erik.zimmer@ci.alpine.tx.us&gt;

Fri, Oct 9, 2020 at 8:52 AM

To: Andy Ramos <mayor.amos@ci.alpine.tx.us>, Maria Curry <ward1.curry@ci.alpine.tx.us>, Ramon Olivas <ward2.olivas@ci.alpine.tx.us>, Betty Fitzgerald <ward3.fitzgerald@ci.alpine.tx.us>, Lucy Escovedo <ward4.escovedo@ci.alpine.tx.us>, Rick Stephens <ward5.stephens@ci.alpine.tx.us>  
Cc: pontonrod <pontonrod@gmail.com>, Cynthia Salas <city.secretary@ci.alpine.tx.us>

Mayor and Council,

Lorena was able to pull together the report from Hill Country software showing the cases that were resolved and disposition codes as we had discussed a few weeks ago. This report goes from September 2019 to current.

The report is attached, along with the types of cases and a count at the end of pending cases.

To note with the closed cases:

547 cases closed:

The main four dispositions were:

Closed - Paid Fines and Costs - 325 or 59.4%

Closed - Motion of Prosecution - 79 or 14.4%

Dismissed - Compliance - 44 or 8.0%

Dismissed - Compliance Code Enforcement - 31 or 5.7%

Based on our recent dialogue in Council meetings, the closed by a Motion of Prosecution are of note.

I am working with Lorena on the sub-report that shows the actual cases tied to these statistics.

Please let me know if you have any questions,

Thank you,

Erik

—

Erik M. Zimmer  
City Manager  
Alpine, TX 79830  
432.837.3301

**Attention Elected Officials** - A 'Reply to All' on this email could lead to unintentional violations of the Texas Open Meetings Act. Please reply only to the sender.

**Municipal Court case disposition.pdf**

88K

Cause	Defendant	*****Offense*****	*****Status*****	***Disposition**	Plea	T
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Description	** New Causes Filed **		*** Pending Causes ****		** Closed/Convicted ***	
	Traffic Non-Trf	Total	Traffic Non-Trf	Total	Traffic Non-Trf	Total

## DISPOSITION CODES

ABJD	ACQUITTAL - BY JUDGE						8	0	8
ADMN	ADMIN						1	0	1
AONP	DISMISSED - AFFIDAVIT OF NON-PROSECUTION						5	0	5
APPL	APPEALED						2	0	2
CJDG	CONVICTION - BY JUDGE						5	0	5
CPF	CLOSED - PAID FINES AND COSTS						323	2	325
CS	DISPOSED AFTER COMMUNITY SERVICE						3	0	3
DBIJ	DISMISSED IN BEST INTEREST OF JUSTICE						9	1	10
DC	DISMISSED - COMPLIANCE						44	0	44
DCCE	DISMISSED - COMPLIANCE CODE ENFORCEMENT						31	0	31
DEF	DISMISSED - AFTER DEFERRED DISPOSITION						9	0	9
DMP	DISMISSED - MOTION OF PROSECUTION						79	0	79
DO	DISMISSED - OTHER						5	0	5
DPF	DISMISSED - PROOF OF FINANCIAL RESPONSIBILITY						2	0	2
DR	DISMISSED - RENEWED DL/REG/MVI						2	0	2
DSC	DISMISSED - AFTER DRIVER SAFETY COURSE						10	0	10
FIE	FILED IN ERROR						5	0	5
JEPP	JUDGMENT ENTERED - PAYMENT PENDING						0	0	0
WT	WARNING TICKET						1	0	1
Totals		0	0	0	0	0	544	3	547

## OFFENSE CODES

0000	New Code Description	0	0	0	0	0	0	1	0	1
AAL	ANIMALS AT LARGE	103	0	103	169	0	169	80	0	80
ABP	AB POSSESS	0	0	0	4	0	4	0	0	0
ABT	ASSAULT BY THREATS	0	0	0	2	0	2	0	0	0
ACLN	ANIMALS CAUSES LONG NOISE SEC 10-42	2	0	2	0	0	0	2	0	2
APC	ASSAULT BY PHYSICAL CONTACT	4	0	4	6	1	7	2	0	2
AS	CITY ORDINANCE ANIMAL STANDARDS SEC 10-41	5	0	5	3	0	3	3	0	3
ASDR	CODI - APPENDIX C-SEC 6 SUPPLEMENTARY DISTRICT	2	0	2	1	0	1	1	0	1
ASLT	ASSAULT - CLASS C	2	0	2	10	0	10	1	0	1
AUPD	ALLOW UNLICENSED PERSON TO DRIVE	1	0	1	2	0	2	1	0	1
AV54	CH. 54 HEALTH & SANITATION	1	0	1	3	0	3	0	0	0
BCVP	BUILDING CODE VIOLATION - NO PERMIT	2	0	2	1	0	1	1	0	1
BRPR	BURNING PROHIBITED 82-2	1	0	1	0	0	0	2	0	2
BWOS	BACKED WITHOUT SAFETY	0	0	0	0	0	0	1	0	1
CEOC	CODI - APPENDIX C-SEC 7-4 CERT OF OCCUPANCY	2	0	2	0	0	0	2	0	2
CJC	CITY ORDINANCE - CH 94 SEC 601 TOO MANY JUNK C	25	0	25	25	0	25	0	0	0
CMDD	CRIMINAL MISCHIEF - DAMAGE/DESTROY	0	0	0	0	1	1	0	0	0
CN14	CHILD (4-17) NOT SECURED BY SAFETY BELT	0	0	0	1	0	1	0	0	0
COAV	SEC 10-59 ANIMALS IN VEHICLES	1	0	1	0	0	0	1	0	1
CODC	CODI - CH. 46 FIRE PREVENTION & PROTECTION	16	0	16	6	0	6	10	0	10
CODO	CITY ORDINANCE - DIGGING OUT	2	0	2	1	0	1	2	0	2
COGE	FAIL TO SHOW CERTIFICATE OF OCCUPANCY GAMING E	2	0	2	1	0	1	1	0	1
COIN	CH. 90 TAXATION ART. IV	3	0	3	2	0	2	1	0	1



Cause	Defendant	*****Offense*****			*****Status*****			***Disposition**			Plea	T
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Description		** New Causes Filed ***			*** Pending Causes ****			** Closed/Convicted ***				
		Traffic	Non-Trf	Total	Traffic	Non-Trf	Total	Traffic	Non-Trf	Total		
FYRW	FAIL TO YIELD RIGHT OF WAY	4	0	4	2	0	2	5	0	5		
FYSI	FAIL TO YIELD AT STOP INTERSECTION	1	0	1	2	0	2	0	0	0		
HAZM	HAZARDOUS MATERIALS VIOLATION	7	0	7	7	0	7	0	0	0		
HSC	HEALTH & SAFETY CODE	1	0	1	0	0	0	1	0	1		
ID	ILLEGAL DUMPING	26	0	26	12	0	12	17	0	17		
IMPT	IMPROPER TURN	4	0	4	1	0	1	4	0	4		
IRRC	INTERFERE WITH RAILROAD CROSSING	0	0	0	0	0	0	1	0	1		
IRRP	INTERFERE WITH RR PROPERTY	0	0	0	4	2	6	0	0	0		
ISPS	ICC-APPENDIX G - AG-102 SWIMMING POOLS, SPAS &	1	0	1	0	0	0	1	0	1		
JC	JUVENILE CURFEW	2	0	2	6	2	8	0	0	0		
JVPM	CITY ORDINANCE- JUNK VEHICLE-94-601	17	0	17	29	0	29	3	0	3		
LCUV	LEAVE CHILD UNATTENDED IN VEHICLE	0	0	0	1	0	1	0	0	0		
LTR	LITTERING - CITY ORDINANCE	15	0	15	8	0	8	7	0	7		
MHSV	MOBILE HOME SKIRTING VIOLATION	6	0	6	1	0	1	5	0	5		
MIC	CONSUMPTION OF ALCOHOL - MINOR	8	0	8	71	9	80	7	0	7		
MIP	MINOR IN POSSESSION	4	0	4	5	0	5	2	0	2		
MIPT	MINOR IN POSSESSION OF TOBACCO	0	0	0	2	1	3	0	0	0		
MTRA	VIOLATE SEC 54-210 MISC. TRASH	2	0	2	3	0	3	0	0	0		
MVI	MOTOR VEHICLE INSPECTION VIOLATION	0	0	0	8	0	8	0	0	0		
NCDL	NO COMMERCIAL DRIVERS LICENSE	1	0	1	1	0	1	0	0	0		
NDL	NO DRIVERS LICENSE	16	0	16	66	0	66	7	0	7		
NLD	NO LICENSE - DOG	52	0	52	85	0	85	36	0	36		
NLPL	NO LICENSE PLATE LIGHT	1	0	1	1	0	1	0	0	0		
NMCH	NO MICROCHIP	38	0	38	54	0	54	27	0	27		
NMCL	NO CLASS M DRIVERS LICENSE	0	0	0	1	0	1	0	0	0		
NMDL	NO M CLASS DRIVERS LICENSE	0	0	0	1	0	1	0	0	0		
NOA	NEGLECT OF ANIMAL	4	0	4	5	0	5	0	0	0		
NOP	NO PERMITS ELECT/MOVING/PLUMBING	3	0	3	2	0	2	3	0	3		
NOPE	CODI - NO PERMIT - ILLEGAL SIGN	1	0	1	0	0	0	1	0	1		
NSBD	NO SEATBELT - DRIVER	6	0	6	25	0	25	4	0	4		
NSBP	NO SEATBELT - PASSENGER 17 & OLDER	1	0	1	1	0	1	1	0	1		
NTDL	NO TEXAS DRIVERS LICENSE	1	0	1	2	0	2	0	0	0		
NTFC	ANIMAL VACCINATION 10-46	12	0	12	9	0	9	3	0	3		
OC	OPEN CONTAINER	7	0	7	20	0	20	8	0	8		
OC54	OFFENSIVE CONDITIONS 54-201	0	0	0	1	0	1	0	0	0		
OSBR	OVER TAKE SCHOOL BUS WHEN RED LIGHTS FLASHING	0	0	0	1	0	1	0	0	0		
OUMV	OPERATE UNREGISTERED MOTOR VEHICLE	0	0	0	3	1	4	0	0	0		
PCNA	PARENT CONTRIBUTING TO NON-ATTENDANCE	0	0	0	1	0	1	0	0	0		
PDP	POSSESSION OF DRUG PARAPHERNALIA	22	0	22	46	0	46	12	0	12		
PDPG	POSSESSION OR DISCHARGE OF PELLET GUNS (SEC 70	1	0	1	1	0	1	0	0	0		
PGUD	PARENT/GUARDIAN PERMIT UNLICENSED MINOR TO DRI	2	0	2	1	0	1	2	0	2		
PI	PUBLIC INTOXICATION	17	0	17	86	1	87	22	0	22		
PIM	PUBLIC INTOXICATION - MINOR	1	0	1	2	0	2	1	0	1		
PNPZ	PASS IN NO PASSING ZONE	0	0	0	2	0	2	0	0	0		
PNZB	PROPERTY NOT ZONED BUSINESS	0	0	0	0	0	0	1	0	1		
POS	PROHIBITED SMOKING PRODUCT IN CITY LIMITS	0	0	0	5	0	5	0	0	0		
PRW	PARKED IN ROADWAY	0	0	0	1	0	1	0	0	0		
PUA	PARKING UNLAWFULLY - UNAUTHORIZED	3	0	3	0	0	0	3	0	3		
PWP	PARKED WHERE PROHIBITED	2	0	2	2	0	2	2	0	2		
RD	RECKLESS DRIVING	3	0	3	2	0	2	2	0	2		
RDD	RECKLESS DAMAGE OR DESTRUCTION	0	0	0	2	1	3	0	0	0		



Cause	Defendant	*****Offense*****	*****Status*****	***Disposition**	Plea	T				
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Description	** New Causes Filed **			*** Pending Causes ****			** Closed/Convicted ***			
	Traffic	Non-Trf	Total	Traffic	Non-Trf	Total	Traffic	Non-Trf	Total	
RSL	RAN STOP LIGHT	0	0	0	0	0	0	1	0	1
RSS	RAN STOP SIGN	0	0	0	4	0	4	1	0	1
SA	SIMPLE ASSAULT	0	0	0	0	0	0	1	0	1
SP49	SPEEDING 4-9 MPH OVER	2	0	2	9	0	9	1	0	1
SPD	SPEEDING OVER 10% POSTED LIMIT	47	0	47	175	0	175	45	0	45
SPD2	SPEEDING IN SCHOOL ZONE	2	0	2	12	0	12	3	0	3
STOR	CH.54 SEC. 211 HEALTH AND SANITATION	9	0	9	5	0	5	4	0	4
TAA	ANIMAL CONTROL SEC. 10-60 TETHER AN ANIMAL	0	0	0	1	0	1	0	0	0
TBCI	CODI - TRAINS FROM BLOCKING CERTAINING INTERSECT	5	0	5	0	0	0	5	0	5
TH75	THEFT UNDER \$75	3	0	3	25	0	25	4	0	4
TLM	TRANSPORT LOOSE MATERIAL	2	0	2	0	0	0	2	0	2
TLWL	TURNED LEFT FROM WRONG LANE	0	0	0	1	0	1	0	0	0
TRCY	TRUANCY - FIRST OFFENSE	0	0	0	0	6	6	0	1	1
URC4	UNRESTRAINED CHILD UNDER 4	1	0	1	1	0	1	0	0	0
USS	UNSAFE SPEED (TOO FAST FOR CONDITIONS)	0	0	0	1	0	1	0	0	0
VCED	VIOLATION OF CITY EMERGENCY DECLARATION	1	0	1	0	0	0	1	0	1
VDLR	VIOLATE D.L. RESTRICTIONS	1	0	1	1	0	1	0	0	0
VPTA	VIOLATE PROMISE TO APPEAR	0	0	0	57	0	57	13	0	13
VSOO	VIOLATE SEX OFFENDER ORDINANCE	0	0	0	1	0	1	0	0	0
VZ	CITY ORD.-VIOL.ZONING/SEC(1&2)	0	0	0	2	0	2	0	0	0
ZOHC	APPENDIX C ZONING - HOME OCCUPANCY	40	0	40	39	0	39	1	0	1
Totals		753	1	754	1,596	29	1,625	530	2	532

# Alpine Municipal Court Report 09/2018 - 09/2020

Year	2018																	
Month	August	September	October	November	December	2019	January	February	March	April	May	June	July	August				
Disposition																		
Closed: Paid Fines & Court Cost	13	17	15	13	6	19	15	30	6	2	0	19	24					
Dismissed: Motion of Prosecution	0	0	1	6	1	0	2	0	0	0	0	1	0					
Dismissed: Compliance	9	0	3	3	9	7	5	5	0	0	0	0	0	4				
Dismissed: Compliance with Code Enfor.	0	0	0	0	0	0	0	0	0	0	0	0	0	0				

Year	2019				2020													
Month	September	October	November	December	January	February	March	April	May	June	July	August	September					
Disposition																		
Closed: Paid Fines & Court Cost	42	33	19	17	33	30	32	12	8	13	19	34	33					
Dismissed: Motion of Prosecution	14	9	3	2	0	3	1	0	4	19	11	10	2					
Dismissed: Compliance	9	12	3	0	1	1	1	2	3	1	2	4	5					
Dismissed: Compliance with Code Enfor.	0	0	0	0	0	0	0	0	0	6	6	17	2					

Disposition	2018	2019	2020
Closed: Paid Fines & Court Cost	64	226	214
Dismissed: Motion of Prosecution	8	31	50
Dismissed: Compliance	24	45	20
Dismissed: Compliance with Code Enfor.	0	0	31
Totals	96	302	315

Cause/Docket	Type
2020-00464	CITA OFNS DATE: 06-13-2020 OFNS DESC: ANIMAL VACCINATION 10-46 OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 08-11-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00465	CITA OFNS DATE: 06-13-2020 OFNS DESC: NO MICROCHIP OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 08-11-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00467	CITA OFNS DATE: 06-13-2020 OFNS DESC: NO LICENSE - DOG OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 08-11-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00468	CITA OFNS DATE: 06-13-2020 OFNS DESC: ANIMAL VACCINATION 10-46 OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 08-11-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00469	CITA OFNS DATE: 06-13-2020 OFNS DESC: NO MICROCHIP OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 08-11-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00470	CITA OFNS DATE: 06-13-2020 OFNS DESC: NO LICENSE - DOG OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 08-11-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00426	CITA OFNS DATE: 06-02-2020 OFNS DESC: ANIMALS AT LARGE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 07-14-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00427	CITA OFNS DATE: 06-02-2020 OFNS DESC: ANIMALS AT LARGE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 07-14-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00437	CITA OFNS DATE: 06-04-2020 OFNS DESC: ANIMALS AT LARGE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 07-14-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00438	CITA OFNS DATE: 06-04-2020 OFNS DESC: ANIMALS AT LARGE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 07-14-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00439	CITA OFNS DATE: 06-04-2020 OFNS DESC: ANIMALS AT LARGE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 07-14-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00099	CITA OFNS DATE: 04-04-2019 OFNS DESC: NO MICROCHIP OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 12-10-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00340	CITA OFNS DATE: 04-29-2020 OFNS DESC: NO PERMITS ELECT/MOVING/PLUMBING OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 06-16-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00350	CITA OFNS DATE: 05-01-2020 OFNS DESC: ILLEGAL DUMPING OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 06-16-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION

Cause/Docket	Type
2020-00429	CITA OFNS DATE: 04-14-2020 OFNS DESC: CODI SEC 10-51 CRUELTY TO ANIMALS OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 08-11-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00209	CITA OFNS DATE: 03-03-2020 OFNS DESC: DANGEROUS DOG OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 06-02-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00223	CITA OFNS DATE: 08-14-2019 OFNS DESC: DRIVE WHILE LICENSE INVALID OFNS STATUS: CLS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-24-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00158	CITA OFNS DATE: 06-20-2019 OFNS DESC: PUBLIC INTOXICATION OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-23-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2010-00692	CITA OFNS DATE: 12-10-2010 OFNS DESC: PUBLIC INTOXICATION OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 11-13-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2016-00550	CITA OFNS DATE: 12-22-2016 OFNS DESC: ANIMALS AT LARGE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 10-08-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2016-00551	CITA OFNS DATE: 12-22-2016 OFNS DESC: NO LICENSE - DOG OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 10-08-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2016-00552	CITA OFNS DATE: 12-22-2016 OFNS DESC: NO MICROCHIP OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 10-08-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00419	CITA OFNS DATE: 12-26-2019 OFNS DESC: EXPIRED LICENSE PLATES/REGISTRATION OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 05-28-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00162	CITA OFNS DATE: 06-25-2019 OFNS DESC: ANIMALS AT LARGE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-23-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00226	CITA OFNS DATE: 08-16-2019 OFNS DESC: ANIMALS AT LARGE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-23-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00255	CITA OFNS DATE: 08-28-2019 OFNS DESC: NO PERMITS ELECT/MOVING/PLUMBING OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 10-11-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2011-00111	CITA OFNS DATE: 02-08-2011 OFNS DESC: NO DRIVERS LICENSE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 100.00 FINE AMT TO STATE: 50.00 DISP DATE: 06-16-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2012-361	CITA OFNS DATE: 09-12-2012 OFNS DESC: ASSAULT - CLASS C OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 06-16-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION

Cause/Docket	Type
2019-00039F	CITA OFNS DATE: 05-09-2019 OFNS DESC: FAILURE TO APPEAR OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 10-02-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00041	CITA OFNS DATE: 02-13-2019 OFNS DESC: ANIMALS AT LARGE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 10-02-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00065	CITA OFNS DATE: 03-01-2019 OFNS DESC: ANIMALS AT LARGE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 10-02-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2011-00451	CITA OFNS DATE: 05-11-2011 OFNS DESC: CITY ORDINANCE - HIGH WEEDS-54-203 OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-05-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2015-00330	CITA OFNS DATE: 10-08-2015 OFNS DESC: CITY ORDINANCE - HIGH WEEDS-54-203 OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-05-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00146V	CITA OFNS DATE: 07-19-2019 OFNS DESC: VIOLATE PROMISE TO APPEAR OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 03-10-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00122	CITA OFNS DATE: 05-09-2019 OFNS DESC: ANIMALS AT LARGE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 02-11-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00067	CITA OFNS DATE: 03-01-2019 OFNS DESC: NO LICENSE - DOG OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 11-01-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00068	CITA OFNS DATE: 03-01-2019 OFNS DESC: NO MICROCHIP OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-10-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2018-00487	CITA OFNS DATE: 07-09-2018 OFNS DESC: ILLEGAL DUMPING OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-08-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2014-00194	CITA OFNS DATE: 05-05-2014 OFNS DESC: ANIMALS AT LARGE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 02-11-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2018-00562V	CITA OFNS DATE: 10-29-2018 OFNS DESC: VIOLATE PROMISE TO APPEAR OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 07-28-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00356	CITA OFNS DATE: 05-06-2020 OFNS DESC: NO LICENSE - DOG OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 06-16-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00359	CITA OFNS DATE: 05-06-2020 OFNS DESC: NO LICENSE - DOG OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 06-16-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION

Cause/Docket	Type
2020-00289	CITA OFNS DATE: 04-14-2020 OFNS DESC: ILLEGAL DUMPING OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 05-28-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00026V	CITA OFNS DATE: 02-15-2019 OFNS DESC: VIOLATE PROMISE TO APPEAR OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 10-08-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2017-00298F	CITA OFNS DATE: 05-24-2018 OFNS DESC: FAILURE TO APPEAR OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 07-14-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00061V	CITA OFNS DATE: 03-12-2019 OFNS DESC: VIOLATE PROMISE TO APPEAR OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 10-11-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00133	CITA OFNS DATE: 04-17-2019 OFNS DESC: DOG NOISE ORDINANCE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 12-04-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00160	CITA OFNS DATE: 06-25-2019 OFNS DESC: ANIMALS AT LARGE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-10-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00240	CITA OFNS DATE: 08-27-2019 OFNS DESC: OPEN CONTAINER OFNS STATUS: CLS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-24-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00172	CITA OFNS DATE: 07-11-2019 OFNS DESC: DISORDERLY CONDUCT - OFFENSIVE GESTURE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-10-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00173	CITA OFNS DATE: 07-11-2019 OFNS DESC: DISORDERLY CONDUCT - OFFENSIVE GESTURE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-10-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00174	CITA OFNS DATE: 07-12-2019 OFNS DESC: ANIMALS AT LARGE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-24-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00175	CITA OFNS DATE: 07-12-2019 OFNS DESC: NO LICENSE - DOG OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-24-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00177	CITA OFNS DATE: 07-12-2019 OFNS DESC: ANIMALS AT LARGE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-24-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00285	CITA OFNS DATE: 09-22-2019 OFNS DESC: CONSUMPTION OF ALCOHOL - MINOR OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 11-12-2019 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2019-00358	CITA OFNS DATE: 11-07-2019 OFNS DESC: ANIMALS CAUSES LONG NOISE SEC 10-42 OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 08-11-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION

Cause/Docket	Type				
2019-00373	CITA	OFNS DATE: 11-10-2019	OFNS DESC: POSSESSION OF DRUG PARAPHERNALIA		
		OFNS STATUS: DIS	FILE TYPE: Original Case		
		FINE AMT PAID:	0.00	FINE AMT TO STATE:	0.00
		DISP DATE: 02-11-2020	DISP DESC: DISMISSED - MOTION OF PROSECUTION		
2020-00130	CITA	OFNS DATE: 01-21-2020	OFNS DESC: ANIMALS AT LARGE		
		OFNS STATUS: DIS	FILE TYPE: Original Case		
		FINE AMT PAID:	0.00	FINE AMT TO STATE:	0.00
		DISP DATE: 07-14-2020	DISP DESC: DISMISSED - MOTION OF PROSECUTION		
2020-00131	CITA	OFNS DATE: 01-21-2020	OFNS DESC: ANIMALS AT LARGE		
		OFNS STATUS: DIS	FILE TYPE: Original Case		
		FINE AMT PAID:	0.00	FINE AMT TO STATE:	0.00
		DISP DATE: 07-14-2020	DISP DESC: DISMISSED - MOTION OF PROSECUTION		
2020-00195	CITA	OFNS DATE: 03-01-2020	OFNS DESC: PUBLIC INTOXICATION		
		OFNS STATUS: DIS	FILE TYPE: Original Case		
		FINE AMT PAID:	0.00	FINE AMT TO STATE:	0.00
		DISP DATE: 08-11-2020	DISP DESC: DISMISSED - MOTION OF PROSECUTION		
2020-00478	CITA	OFNS DATE: 06-17-2020	OFNS DESC: ANIMALS AT LARGE		
		OFNS STATUS: DIS	FILE TYPE: Original Case		
		FINE AMT PAID:	0.00	FINE AMT TO STATE:	0.00
		DISP DATE: 08-11-2020	DISP DESC: DISMISSED - MOTION OF PROSECUTION		
2020-00258	CITA	OFNS DATE: 03-03-2020	OFNS DESC: ANIMALS AT LARGE		
		OFNS STATUS: DIS	FILE TYPE: Original Case		
		FINE AMT PAID:	0.00	FINE AMT TO STATE:	0.00
		DISP DATE: 05-28-2020	DISP DESC: DISMISSED - MOTION OF PROSECUTION		
2020-00260	CITA	OFNS DATE: 03-30-2020	OFNS DESC: ANIMALS AT LARGE		
		OFNS STATUS: DIS	FILE TYPE: Original Case		
		FINE AMT PAID:	0.00	FINE AMT TO STATE:	0.00
		DISP DATE: 05-28-2020	DISP DESC: DISMISSED - MOTION OF PROSECUTION		
2020-00308	CITA	OFNS DATE: 04-22-2020	OFNS DESC: CODI - NO PERMIT - ILLEGAL SIGN		
		OFNS STATUS: DIS	FILE TYPE: Original Case		
		FINE AMT PAID:	0.00	FINE AMT TO STATE:	0.00
		DISP DATE: 06-16-2020	DISP DESC: DISMISSED - MOTION OF PROSECUTION		
2020-00309	CITA	OFNS DATE: 04-22-2020	OFNS DESC: APPENDIX C ZONING - HOME OCCUPANCY		
		OFNS STATUS: DIS	FILE TYPE: Original Case		
		FINE AMT PAID:	0.00	FINE AMT TO STATE:	0.00
		DISP DATE: 06-16-2020	DISP DESC: DISMISSED - MOTION OF PROSECUTION		
2020-00310	CITA	OFNS DATE: 04-22-2020	OFNS DESC: CODI - APPENDIX C-SEC 7-4 CERT OF OCCUPANCY		
		OFNS STATUS: DIS	FILE TYPE: Original Case		
		FINE AMT PAID:	0.00	FINE AMT TO STATE:	0.00
		DISP DATE: 06-16-2020	DISP DESC: DISMISSED - MOTION OF PROSECUTION		
2020-00311	CITA	OFNS DATE: 04-22-2020	OFNS DESC: CODI - APPENDIX C-SEC 7-4 CERT OF OCCUPANCY		
		OFNS STATUS: DIS	FILE TYPE: Original Case		
		FINE AMT PAID:	0.00	FINE AMT TO STATE:	0.00
		DISP DATE: 06-16-2020	DISP DESC: DISMISSED - MOTION OF PROSECUTION		
2020-00312	CITA	OFNS DATE: 04-22-2020	OFNS DESC: CODI - ZONING - CONDITIONAL USE PERMIT		
		OFNS STATUS: DIS	FILE TYPE: Original Case		
		FINE AMT PAID:	0.00	FINE AMT TO STATE:	0.00
		DISP DATE: 06-16-2020	DISP DESC: DISMISSED - MOTION OF PROSECUTION		
2020-00313	CITA	OFNS DATE: 04-22-2020	OFNS DESC: CODI - CH. 46 FIRE PREVENTION & PROTECTION		
		OFNS STATUS: DIS	FILE TYPE: Original Case		
		FINE AMT PAID:	0.00	FINE AMT TO STATE:	0.00
		DISP DATE: 06-16-2020	DISP DESC: DISMISSED - MOTION OF PROSECUTION		
2020-00314	CITA	OFNS DATE: 04-22-2020	OFNS DESC: CODI - CH. 86 STREET, SIDEWALKS & OTHER PUBLIC PLACES		
		OFNS STATUS: DIS	FILE TYPE: Original Case		
		FINE AMT PAID:	0.00	FINE AMT TO STATE:	0.00
		DISP DATE: 06-16-2020	DISP DESC: DISMISSED - MOTION OF PROSECUTION		

Cause/Docket	Type
2020-00315	CITA OFNS DATE: 04-22-2020 OFNS DESC: APENDIX C - ZONING - SEC 6-7 PARKING, STORAGE REC. & C OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 06-16-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00343	CITA OFNS DATE: 04-30-2020 OFNS DESC: ANIMALS CAUSES LONG NOISE SEC 10-42 OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 06-16-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00361	CITA OFNS DATE: 05-06-2020 OFNS DESC: ILLEGAL DUMPING OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 06-16-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00362	CITA OFNS DATE: 05-07-2020 OFNS DESC: CODI - CH. 46 FIRE PREVENTION & PROTECTION OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 06-16-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00375	CITA OFNS DATE: 05-12-2020 OFNS DESC: CITY ORDINANCE - HIGH WEEDS-54-203 OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 07-14-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00376	CITA OFNS DATE: 05-12-2020 OFNS DESC: HEALTH & SAFETY CODE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 07-14-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00408	CITA OFNS DATE: 05-21-2020 OFNS DESC: ILLEGAL DUMPING OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 06-16-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00441	CITA OFNS DATE: 06-08-2020 OFNS DESC: LITTERING - CITY ORDINANCE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-08-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION
2020-00502	CITA OFNS DATE: 06-29-2020 OFNS DESC: ILLEGAL DUMPING OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-11-2020 DISP DESC: DISMISSED - MOTION OF PROSECUTION



Cause/Docket	Type		
2020-00347	CITA	OFNS DATE: 05-01-2020	OFNS DESC: ILLEGAL DUMPING
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 08-24-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00339	CITA	OFNS DATE: 04-29-2020	OFNS DESC: ILLEGAL DUMPING
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 09-09-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00334	CITA	OFNS DATE: 08-28-2020	OFNS DESC: ILLEGAL DUMPING
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 09-02-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00420	CITA	OFNS DATE: 05-26-2020	OFNS DESC: LITTERING - CITY ORDINANCE
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 07-02-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00421	CITA	OFNS DATE: 05-26-2020	OFNS DESC: CITY ORDINANCE - HIGH WEEDS-54-203
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 07-02-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00423	CITA	OFNS DATE: 05-26-2020	OFNS DESC: CODI - CH. 46 FIRE PREVENTION & PROTECTION
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 07-02-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00335	CITA	OFNS DATE: 04-28-2020	OFNS DESC: ILLEGAL DUMPING
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 06-11-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00354	CITA	OFNS DATE: 05-06-2020	OFNS DESC: CITY ORDINANCE- JUNK VEHICLE-94-601
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 06-11-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00363	CITA	OFNS DATE: 05-07-2020	OFNS DESC: ILLEGAL DUMPING
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 06-18-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00366	CITA	OFNS DATE: 05-08-2020	OFNS DESC: CODI - CH. 46 FIRE PREVENTION & PROTECTION
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 08-10-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00367	CITA	OFNS DATE: 05-08-2020	OFNS DESC: CITY ORDINANCE - HIGH WEEDS-54-203
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 08-10-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00368	CITA	OFNS DATE: 05-08-2020	OFNS DESC: ILLEGAL DUMPING
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 08-10-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00377	CITA	OFNS DATE: 05-12-2020	OFNS DESC: LITTERING - CITY ORDINANCE
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 07-02-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00378	CITA	OFNS DATE: 05-12-2020	OFNS DESC: CODI - CH. 46 FIRE PREVENTION & PROTECTION
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 06-25-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT

Cause/Docket	Type		
2020-00379	CITA	OFNS DATE: 05-14-2020	OFNS DESC: MOBILE HOME SKIRTING VIOLATION
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 06-10-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00413	CITA	OFNS DATE: 05-22-2020	OFNS DESC: LITTERING - CITY ORDINANCE
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 07-07-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00414	CITA	OFNS DATE: 05-22-2020	OFNS DESC: CODI-CH 82-43 DISPOSAL OF GARDEN WASTE
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 08-26-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00415	CITA	OFNS DATE: 05-22-2020	OFNS DESC: CODI - CH. 46 FIRE PREVENTION & PROTECTION
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 08-26-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00444	CITA	OFNS DATE: 06-08-2020	OFNS DESC: CODI - CH. 46 FIRE PREVENTION & PROTECTION
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 06-24-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00449	CITA	OFNS DATE: 06-09-2020	OFNS DESC: CODI - SEC 82-45 DISPOSAL OF CONSTRUCTION/DEMOLITION W
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 08-10-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00495	CITA	OFNS DATE: 06-25-2020	OFNS DESC: CODI - SEC 82-45 DISPOSAL OF CONSTRUCTION/DEMOLITION W
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 08-10-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00507	CITA	OFNS DATE: 07-01-2020	OFNS DESC: CODI - SEC 82-45 DISPOSAL OF CONSTRUCTION/DEMOLITION W
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 08-10-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00508	CITA	OFNS DATE: 07-01-2020	OFNS DESC: MOBILE HOME SKIRTING VIOLATION
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 08-10-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00510	CITA	OFNS DATE: 07-02-2020	OFNS DESC: MOBILE HOME SKIRTING VIOLATION
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 08-05-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00511	CITA	OFNS DATE: 07-02-2020	OFNS DESC: CODI - SEC 82-45 DISPOSAL OF CONSTRUCTION/DEMOLITION W
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 08-10-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00524	CITA	OFNS DATE: 07-06-2020	OFNS DESC: MOBILE HOME SKIRTING VIOLATION
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 08-10-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00525	CITA	OFNS DATE: 07-06-2020	OFNS DESC: CODI - SEC 82-45 DISPOSAL OF CONSTRUCTION/DEMOLITION W
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 08-10-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00530	CITA	OFNS DATE: 07-08-2020	OFNS DESC: CODI - SEC 82-45 DISPOSAL OF CONSTRUCTION/DEMOLITION W
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 08-10-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT

Cause/Docket      Type

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2020-00531	CITA	OFNS DATE: 07-08-2020	OFNS DESC: MOBILE HOME SKIRTING VIOLATION
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID: 0.00	FINE AMT TO STATE: 0.00
		DISP DATE: 08-10-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00503	CITA	OFNS DATE: 06-29-2020	OFNS DESC: ILLEGAL DUMPING
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID: 0.00	FINE AMT TO STATE: 0.00
		DISP DATE: 08-04-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT
2020-00504	CITA	OFNS DATE: 07-15-2020	OFNS DESC: ILLEGAL DUMPING
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID: 0.00	FINE AMT TO STATE: 0.00
		DISP DATE: 07-07-2020	DISP DESC: DISMISSED - COMPLIANCE CODE ENFORCEMENT

Cause/Docket	Type
2019-00184	CITA OFNS DATE: 07-17-2019 OFNS DESC: NO LICENSE - DOG OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-09-2019 DISP DESC: DISMISSED - COMPLIANCE
2019-00185	CITA OFNS DATE: 07-17-2019 OFNS DESC: NO MICROCHIP OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-09-2019 DISP DESC: DISMISSED - COMPLIANCE
2006-00665	CITA OFNS DATE: 12-06-2006 OFNS DESC: FAIL TO MAINTAIN FINANC. RESPONSIBILITY OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-03-2019 DISP DESC: DISMISSED - COMPLIANCE
2018-00464	CITA OFNS DATE: 06-27-2018 OFNS DESC: NO MICROCHIP OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 05-01-2020 DISP DESC: DISMISSED - COMPLIANCE
2019-00420	CITA OFNS DATE: 12-26-2019 OFNS DESC: DRIVE WHILE LICENSE SUSPENDED OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 20.00 FINE AMT TO STATE: 10.00 DISP DATE: 05-28-2020 DISP DESC: DISMISSED - COMPLIANCE
2019-00409	CITA OFNS DATE: 12-19-2019 OFNS DESC: NO LICENSE - DOG OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-08-2020 DISP DESC: DISMISSED - COMPLIANCE
2019-00410	CITA OFNS DATE: 12-19-2019 OFNS DESC: NO MICROCHIP OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-08-2020 DISP DESC: DISMISSED - COMPLIANCE
2020-00241	CITA OFNS DATE: 03-22-2020 OFNS DESC: NO LICENSE - DOG OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 03-31-2020 DISP DESC: DISMISSED - COMPLIANCE
2019-00354	CITA OFNS DATE: 11-08-2019 OFNS DESC: EXPIRED LICENSE PLATES/REGISTRATION OFNS STATUS: CLS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 11-20-2019 DISP DESC: DISMISSED - COMPLIANCE
2020-00422	CITA OFNS DATE: 05-26-2020 OFNS DESC: CITY ORDINANCE- JUNK VEHICLE-94-601 OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 06-02-2020 DISP DESC: DISMISSED - COMPLIANCE
2020-00357	CITA OFNS DATE: 05-06-2020 OFNS DESC: NO MICROCHIP OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 08-20-2020 DISP DESC: DISMISSED - COMPLIANCE
2020-00360	CITA OFNS DATE: 05-06-2020 OFNS DESC: NO MICROCHIP OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 08-20-2020 DISP DESC: DISMISSED - COMPLIANCE
2018-00607	CITA OFNS DATE: 12-10-2018 OFNS DESC: NO LICENSE - DOG OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 08-28-2020 DISP DESC: DISMISSED - COMPLIANCE
2018-00608	CITA OFNS DATE: 12-10-2018 OFNS DESC: NO LICENSE - DOG OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 08-28-2020 DISP DESC: DISMISSED - COMPLIANCE

Cause/Docket	Type
2020-00543	CITA OFNS DATE: 07-09-2020 OFNS DESC: ANIMAL VACCINATION 10-46 OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 07-24-2020 DISP DESC: DISMISSED - COMPLIANCE
2019-00328	CITA OFNS DATE: 10-23-2019 OFNS DESC: CITY ORDINANCE ANIMAL STANDARDS SEC 10-41 OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 11-12-2019 DISP DESC: DISMISSED - COMPLIANCE
2019-00329	CITA OFNS DATE: 10-23-2019 OFNS DESC: CITY ORDINANCE ANIMAL STANDARDS SEC 10-41 OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 11-12-2019 DISP DESC: DISMISSED - COMPLIANCE
2017-00570	CITA OFNS DATE: 12-08-2017 OFNS DESC: DRIVING UNDER INFLUENCE - MINOR OFNS STATUS: CLS FILE TYPE: Original Case FINE AMT PAID: 250.00 FINE AMT TO STATE: 125.00 DISP DATE: 10-10-2019 DISP DESC: DISMISSED - COMPLIANCE
2018-00500	CITA OFNS DATE: 07-27-2018 OFNS DESC: CONSUMPTION OF ALCOHOL - MINOR OFNS STATUS: DEF FILE TYPE: Original Case FINE AMT PAID: 200.00 FINE AMT TO STATE: 100.00 DISP DATE: 10-10-2019 DISP DESC: DISMISSED - COMPLIANCE
2020-00616	CITA OFNS DATE: 09-08-2020 OFNS DESC: NO DRIVERS LICENSE OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 20.00 FINE AMT TO STATE: 10.00 DISP DATE: 09-15-2020 DISP DESC: DISMISSED - COMPLIANCE
2019-00188	CITA OFNS DATE: 07-19-2019 OFNS DESC: NO LICENSE - DOG OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-11-2019 DISP DESC: DISMISSED - COMPLIANCE
2019-00189	CITA OFNS DATE: 07-19-2019 OFNS DESC: NO MICROCHIP OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-11-2019 DISP DESC: DISMISSED - COMPLIANCE
2019-00191	CITA OFNS DATE: 07-19-2019 OFNS DESC: NO LICENSE - DOG OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-11-2019 DISP DESC: DISMISSED - COMPLIANCE
2019-00192	CITA OFNS DATE: 07-19-2019 OFNS DESC: NO MICROCHIP OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-11-2019 DISP DESC: DISMISSED - COMPLIANCE
2019-00194	CITA OFNS DATE: 07-19-2019 OFNS DESC: NO LICENSE - DOG OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-11-2019 DISP DESC: DISMISSED - COMPLIANCE
2019-00195	CITA OFNS DATE: 07-19-2019 OFNS DESC: NO MICROCHIP OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 09-11-2019 DISP DESC: DISMISSED - COMPLIANCE
2019-00295	CITA OFNS DATE: 09-28-2019 OFNS DESC: NO LICENSE - DOG OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 10-16-2019 DISP DESC: DISMISSED - COMPLIANCE
2019-00296	CITA OFNS DATE: 09-28-2019 OFNS DESC: NO MICROCHIP OFNS STATUS: DIS FILE TYPE: Original Case FINE AMT PAID: 0.00 FINE AMT TO STATE: 0.00 DISP DATE: 10-16-2019 DISP DESC: DISMISSED - COMPLIANCE

Cause/Docket	Type			
2019-00298	CITA	OFNS DATE: 09-28-2019	OFNS DESC: NO LICENSE - DOG	
		OFNS STATUS: DIS	FILE TYPE: Original Case	
		FINE AMT PAID:	0.00 FINE AMT TO STATE:	0.00
		DISP DATE: 10-16-2019	DISP DESC: DISMISSED - COMPLIANCE	
2019-00299	CITA	OFNS DATE: 09-28-2019	OFNS DESC: NO MICROCHIP	
		OFNS STATUS: DIS	FILE TYPE: Original Case	
		FINE AMT PAID:	0.00 FINE AMT TO STATE:	0.00
		DISP DATE: 10-16-2019	DISP DESC: DISMISSED - COMPLIANCE	
2019-00301	CITA	OFNS DATE: 09-28-2019	OFNS DESC: NO LICENSE - DOG	
		OFNS STATUS: DIS	FILE TYPE: Original Case	
		FINE AMT PAID:	0.00 FINE AMT TO STATE:	0.00
		DISP DATE: 10-16-2019	DISP DESC: DISMISSED - COMPLIANCE	
2019-00302	CITA	OFNS DATE: 09-28-2019	OFNS DESC: NO MICROCHIP	
		OFNS STATUS: DIS	FILE TYPE: Original Case	
		FINE AMT PAID:	0.00 FINE AMT TO STATE:	0.00
		DISP DATE: 10-16-2019	DISP DESC: DISMISSED - COMPLIANCE	
2019-00228	CITA	OFNS DATE: 08-17-2019	OFNS DESC: NO LICENSE - DOG	
		OFNS STATUS: DIS	FILE TYPE: Original Case	
		FINE AMT PAID:	0.00 FINE AMT TO STATE:	0.00
		DISP DATE: 10-28-2019	DISP DESC: DISMISSED - COMPLIANCE	
2019-00229	CITA	OFNS DATE: 08-17-2019	OFNS DESC: NO MICROCHIP	
		OFNS STATUS: DIS	FILE TYPE: Original Case	
		FINE AMT PAID:	0.00 FINE AMT TO STATE:	0.00
		DISP DATE: 10-28-2019	DISP DESC: DISMISSED - COMPLIANCE	
2019-00220	CITA	OFNS DATE: 08-12-2019	OFNS DESC: NO LICENSE - DOG	
		OFNS STATUS: DIS	FILE TYPE: Original Case	
		FINE AMT PAID:	0.00 FINE AMT TO STATE:	0.00
		DISP DATE: 10-11-2019	DISP DESC: DISMISSED - COMPLIANCE	
2019-00221	CITA	OFNS DATE: 08-12-2019	OFNS DESC: NO MICROCHIP	
		OFNS STATUS: DIS	FILE TYPE: Original Case	
		FINE AMT PAID:	0.00 FINE AMT TO STATE:	0.00
		DISP DATE: 10-11-2019	DISP DESC: DISMISSED - COMPLIANCE	
2019-00232	CITA	OFNS DATE: 08-24-2019	OFNS DESC: EXPIRED LICENSE PLATES/REGISTRATION	
		OFNS STATUS: DIS	FILE TYPE: Original Case	
		FINE AMT PAID:	20.00 FINE AMT TO STATE:	10.00
		DISP DATE: 01-08-2020	DISP DESC: DISMISSED - COMPLIANCE	
2019-00244	CITA	OFNS DATE: 08-29-2019	OFNS DESC: EXPIRED LICENSE PLATES/REGISTRATION	
		OFNS STATUS: CLS	FILE TYPE: Original Case	
		FINE AMT PAID:	0.00 FINE AMT TO STATE:	0.00
		DISP DATE: 07-21-2020	DISP DESC: DISMISSED - COMPLIANCE	
2019-00395	CITA	OFNS DATE: 12-13-2019	OFNS DESC: EXPIRED LICENSE PLATES/REGISTRATION	
		OFNS STATUS: CLS	FILE TYPE: Original Case	
		FINE AMT PAID:	20.00 FINE AMT TO STATE:	10.00
		DISP DATE: 02-04-2020	DISP DESC: DISMISSED - COMPLIANCE	
2020-00259	CITA	OFNS DATE: 03-30-2020	OFNS DESC: NO LICENSE - DOG	
		OFNS STATUS: DIS	FILE TYPE: Original Case	
		FINE AMT PAID:	0.00 FINE AMT TO STATE:	0.00
		DISP DATE: 04-08-2020	DISP DESC: DISMISSED - COMPLIANCE	
2020-00261	CITA	OFNS DATE: 03-30-2020	OFNS DESC: NO LICENSE - DOG	
		OFNS STATUS: DIS	FILE TYPE: Original Case	
		FINE AMT PAID:	0.00 FINE AMT TO STATE:	0.00
		DISP DATE: 04-08-2020	DISP DESC: DISMISSED - COMPLIANCE	
2020-00392	CITA	OFNS DATE: 05-18-2020	OFNS DESC: ILLEGAL DUMPING	
		OFNS STATUS: DIS	FILE TYPE: Original Case	
		FINE AMT PAID:	0.00 FINE AMT TO STATE:	0.00
		DISP DATE: 05-27-2020	DISP DESC: DISMISSED - COMPLIANCE	

10/09/2020

## Disposition Cause Listing -- 09-01-2019 thru 09-30-2020

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2020-00602	CITA	OFNS DATE: 08-21-2020	OFNS DESC: NO LICENSE - DOG
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 09-10-2020	DISP DESC: DISMISSED - COMPLIANCE
2020-00603	CITA	OFNS DATE: 08-21-2020	OFNS DESC: NO MICROCHIP
		OFNS STATUS: DIS	FILE TYPE: Original Case
		FINE AMT PAID:	0.00 FINE AMT TO STATE: 0.00
		DISP DATE: 09-10-2020	DISP DESC: DISMISSED - COMPLIANCE

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 approving Resolution 2020-10-02, to allow for the expenditure of Municipal HOT revenue by the City for construction or improvements off/in municipal parks. (E. Zimmer, City Manager)





# CITY COUNCIL

## AGENDA REQUEST

<b>AGENDA FOR COUNCIL MEETING: INITIATED BY:</b>	OCTOBER 20, 2020	<b>AGENDA REQUEST NO:</b>	ACTION
	ERIK ZIMMER	<b>RESPONSIBLE DEPARTMENT:</b>	ADMINISTRATION
<b>PRESENTED BY:</b>	ERIK ZIMMER	<b>FINANCE DIRECTOR:</b>	MEGAN ANTRIM
		<b>ADDITIONAL DIRECTOR (S):</b>	

<b>SUBJECT / PROCEEDING:</b>	DISCUSS, CONSIDER, AND TAKE APPROPRIATE ACTION ON APPROVING RESOLUTION 2020-10-02, TO ALLOW FOR THE EXPENDITURE OF MUNICIPAL HOT REVENUE BY THE CITY FOR CONSTRUCTION OR IMPROVEMENTS OF/IN MUNICIPAL PARKS
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<b>EXHIBITS:</b>	RESOLUTION 2020-10-02
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CLEARANCES	APPROVAL
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<b>LEGAL:</b>	CITY ATTORNEY	<b>ROD PONTON:</b>	_____
<b>FINANCE:</b>	FINANCE DIRECTOR	<b>MEGAN ANTRIM:</b>	_____
<b>APPROVAL:</b>	CITY MANAGER	<b>ERIK ZIMMER:</b>	_____

BUDGET
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<b>EXPENDITURE REQUIRED: \$</b>	0
<b>SAVINGS ANTICIPATION: \$</b>	
<b>CURRENT BUDGET FY2020-2021: \$</b>	0
<b>ADDITIONAL FUNDING: \$</b>	

RECOMMENDED ACTION
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EXECUTIVE SUMMARY
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**STATE OF TEXAS**

**COUNTY OF BREWSTER**

**CITY OF ALPINE**

**RESOLUTION 2020-10-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, SUPPORTING THE PASSAGE OF LEGISLATION DURING THE 87<sup>TH</sup> REGULAR SESSION OF THE TEXAS LEGISLATURE (2021), TO ALLOW FOR THE EXPENDITURE OF MUNICIPAL HOTEL OCCUPANCY TAX REVENUE BY THE CITY FOR CONTRUCTION OF IMPROVEMENTS IN MUNICIPAL PARKS.**

**WHEREAS**, the City of Alpine, Texas has adopted a municipal hotel occupancy tax ordinance in order to raise revenue for the promotion of tourism and the hotel and lodging industry in the City; and

**WHEREAS**, the City has determined that the City parks are popular attractions visited year-round by a significant number of tourists and visitors to the City and surrounding area; and

**WHEREAS**, the City parks are utilized for multiple large annual events and festivals that are attended by a significant number of tourist and visitors to the City and surrounding area; and

**WHEREAS**, the City parks are in need of additional improvements and amenities and connectivity to lodging establishments and tourist attractions, as the current demand for certain City park facilities and amenities frequently exceeds the operating capacity of said improvements and amenities, due to the large attendance at annual festivals, events, and related tourist activities held on City parks and would benefit from connectivity and additional public facilities; and

**WHEREAS**, the City's tourism and hotel and lodging industries would benefit from the expenditure of municipal hotel tax revenue on construction of improvements and connectivity to the City parks, as tourists and visitors frequently visit the City parks, and improvements to the City parks will increase the quality and number of amenities available at said City parks for use and enjoyment by tourists and visitors to the City and surrounding area; and

**WHEREAS**, the City's tourism and hotel and lodging industries would benefit from the expenditure of municipal hotel tax revenue on construction of trails and sidewalks that connect city parks to lodging establishments and other tourist attractions, which will increase the use and enjoyment by tourist and visitors of lodging establishments, parks, tourist attractions, and related public facilities.

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

**SECTION 1.** That the City Council adopts the findings and recitals set forth in the preamble of this Resolution.

**SECTION 2.** That the City Council support the passage of legislation during the 87<sup>th</sup> Regular Session of the Texas Legislature (2021), that would allow for the expenditure of municipal hotel occupancy tax revenue

by the City of Alpine for construction of improvements in municipal parks and trails/sidewalks that connect parks, lodging establishments, and other tourist attractions, and related public facilities.

**PASSED AND APPROVED THIS THE 20<sup>th</sup> DAY OF OCTOBER 2020 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

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

**ATTEST:**

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

2. Discuss, consider, and take appropriate action on the second and final reading on the approved proposed changes of Chapter 10 - Animals, Section 10-186 Dangerous Dogs.  
(M. Curry, City Council)



# CITY COUNCIL

## AGENDA REQUEST

<b>AGENDA FOR COUNCIL MEETING: INITIATED BY:</b>	OCTOBER 20, 2020	<b>AGENDA REQUEST NO:</b>	ACTION
	MARIA CURRY	<b>RESPONSIBLE DEPARTMENT:</b>	CITY COUNCIL
<b>PRESENTED BY:</b>	MARIA CURRY	<b>FINANCE DIRECTOR:</b>	MEGAN ANTRIM
		<b>ADDITIONAL DIRECTOR (S):</b>	
<b>SUBJECT / PROCEEDING:</b>	DISCUSS, CONSIDER, AND TAKE APPROPRIATE ACTION ON THE SECOND AND FINAL READING ON THE APPROVED PROPOSED CHANGES OF CHAPTER 10 - ANIMALS, SECTION 10-186 DANGEROUS DOGS.		

<b>EXHIBITS:</b>	
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CLEARANCES		APPROVAL	
<b>LEGAL:</b>	CITY ATTORNEY	<b>ROD PONTON:</b>	_____
<b>FINANCE:</b>	FINANCE DIRECTOR	<b>MEGAN ANTRIM:</b>	_____
<b>APPROVAL:</b>	CITY MANAGER	<b>ERIK ZIMMER:</b>	_____

BUDGET	
<b>EXPENDITURE REQUIRED:</b>	\$ 0
<b>SAVINGS ANTICIPATION:</b>	\$
<b>CURRENT BUDGET FY2020-2021:</b>	\$ 0
<b>ADDITIONAL FUNDING:</b>	\$

RECOMMENDED ACTION
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EXECUTIVE SUMMARY
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## **Chapter 10 – Animals**

### **Proposed Changes Regarding Dangerous Dogs**

Sec. 10-186. Dangerous dogs and animals deemed hazardous to public health and safety.

- 1) It shall be unlawful for any person to own, keep or harbor any dangerous animal within the city provided this section shall not apply to animals under the control of a law enforcement or military agency. For the purpose of this chapter, a dog may be declared dangerous by an Animal Control Officer or his or her designee (hereinafter referred to as “Animal Control Officer”), after the occurrence of an “incident” defined as either a dog attack causing bodily injury or the dog undertaking an action that causes one to reasonably believe that the dog would attack and cause bodily injury.

#### **2) Dangerous Dog Determination**

- a. Once the City of Alpine becomes aware of an alleged incident, an Animal Control Officer shall complete a thorough investigation process that includes:
  - i. within 10 business days of the City of Alpine becoming aware of an alleged incident, an Animal Control Officer sending a notification to the dog owner describing the alleged incident, the fact of the initiation of an investigation, and an offer to afford the owner an opportunity to meet with the Animal Control Officer prior to the making of a determination;
  - ii. the Animal Control Officer gathering any medical or veterinary evidence and interviewing witnesses; and
  - iii. the Animal Control Officer making a detailed written report.
- b. No dog shall be deemed a “dangerous dog” if the Animal Control Officer determines the conduct of the dog during the incident was justified because:
  - i. the incident occurred as the result of a person who at the time was committing a crime or offense upon the owner or custodian of the dog, including crimes and offenses of willful trespass or other tort upon the premises or property occupied by the owner of the animal;
  - ii. the incident occurred as the result of a person abusing, assaulting, or physically threatening the dog or its offspring;
  - iii. the dog was responding to pain or injury or was protecting itself, its owner, custodian, or a member of its household, kennel or offspring; or
  - iv. the testimony of a certified applied behaviorist, board-certified veterinary behaviorist, or another recognized expert indicates to the satisfaction of the Animal Control Officer that the dog’s behavior was justified pursuant to the provisions of this Section.
- c. If the information gathered by the Animal Control Officer’s investigation shows by a preponderance of the evidence that the dog should be deemed a “dangerous

## **Chapter 10 – Animals**

### **Proposed Changes Regarding Dangerous Dogs**

dog,” the owner shall be sent immediate notification of the determination by registered or certified mail that includes a complete description of 1) the ownership requirements for a dangerous dog; 2) the dog owner’s right of appeal; and 3) the option and process to surrender the dangerous dog.

#### **3) Ownership Requirements – If the dog is determined to be dangerous, the owner must:**

- a. within 24 hours, register the dog with an Animal Control Officer and pay a \$100.00 fee;
- b. immediately restrain the dog at all times on a leash in the immediate control of a person or enclose the dog either indoors, or in a secure enclosure, being a locked structure of sufficient height and design to prevent the dog’s escape and to prevent direct contact with, or entry by, minors, adults or other animals;
- c. within 24 hours, post signs around the secure enclosure with the words “Dangerous Dog” in font size 72 or larger; and
- d. within 72 hours, obtain liability insurance coverage or show financial responsibility in an amount of at least \$100,000.00 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to the Animal Control Officer

#### **4) Appeal of Dangerous Dog Determination**

- a. The owner of a dog found to be a dangerous dog by an Animal Control Officer pursuant to this Chapter may file a petition for review of the dangerous dog determination against the City of Alpine in Alpine Municipal Court within 10 days of receipt of notification of the determination for a de novo review of the determination.
  - i. The Court shall give written notice of the time and place of any hearing to both the owner of the dog and the Animal Control Officer.
  - ii. The proceeding shall be conducted pursuant to the Texas Rules of Civil Procedure and Texas Rules of Evidence.
  - iii. Any interested party, including the City Attorney, is entitled to present evidence at the proceeding.
- b. After hearing all evidence, the Court shall determine by preponderance of the evidence whether the dog is dangerous.
- c. During the Municipal Court appeal process, the owner shall comply with the ownership requirements set forth in this Chapter.
- d. A dog owner or the City of Alpine may appeal the decision of the Municipal Court

## **Chapter 10 – Animals**

### **Proposed Changes Regarding Dangerous Dogs**

in the manner described by Section 822.0424 of the Texas Health and Safety Code.

- 5) The animal control officer may cause the muzzling, secure confinement, removal from the city or humane destruction of any animal for any of the following reasons:
  - a. Whenever an animal has committed an unprovoked attack upon any person or animal on more than one occasion.
  - b. Whenever a lawful patron or visitor of a business is jeopardized by a guard dog which is not securely confined during hours such business is open to the public.
- 6) Any dog which by an attack and regardless of circumstances causes the death of a person shall be deemed hazardous to public health and safety.
- 7) The owner of any dog deemed to be a hazard to public health and safety shall be held liable for all medical expenses and all other legally allowable damages incurred as a result of an attack by such dog upon a person.
- 8) The owner of any dog deemed to be a hazard to public health and safety shall be held liable for all veterinary medical expenses and all other legally allowable damages incurred as a result of an attack by such dog upon an owned domestic animal.
- 9) Any dog deemed to be a hazard to public health and safety shall be surrendered by the owner of such dog immediately upon demand to the City for purposes of euthanizing or shall be delivered by the owner of such dog to a licensed veterinarian for euthanizing, and the owner shall deliver a statement of euthanasia by the veterinarian to the City within 24 hours of receipt of request for the dog by the city.
- 10) Any dog maintained as a guard dog for purposes of property protection by the owner of such dog at a recognized business establishment and that bites or threatens to bite any person on the property of the business establishment at times other than the normal posted hours of operation of the business establishment shall not be considered a hazard to public health and safety provided such dog is physically securely confined to the boundaries of the property of the business establishment.
- 11) Dangerous dog removal fee. Any person given the option of removing an aggressive animal from within the city limits instead of being humanely destroyed shall pay a fee of \$100.00 and all other assessed fees involving the dangerous animal.
- 12) Owner Liability – Any owner or custodian of a dog or other animal is guilty of a:
  - a. Class B misdemeanor if the dog previously declared a dangerous dog pursuant to this section, when such declaration arose out of a separate and distinct incident, attacks and injures or kills a cat or dog that is a companion animal belonging to another person;



## **Chapter 10 – Animals**

### **Proposed Changes Regarding Dangerous Dogs**

- b. Class A misdemeanor if the dog previously declared a dangerous dog pursuant to this section, when such declaration arose out of a separate and distinct incident, bites a human being or attacks a human being causing bodily injury, thereby rendering the dog a hazard to public health and safety;
- c. Class A misdemeanor if any owner or custodian whose willful act or omission in the care, control, or containment of a dog or other animal is so gross, wanton, and culpable as to show a reckless disregard for human life, and is the proximate cause of such dog or other animal attacking and causing serious bodily injury to any person, thereby rendering the dog a hazard to public health and safety.
- d. Class A misdemeanor if the owner of any animal that has been found to be a dangerous dog willfully fails to comply with the requirements of this section, thereby rendering the dog a hazard to public health and safety.

3. Discuss, consider, and take appropriate action regarding the installation of night lights and other improvements to existing services at the Lujan Baseball Field(Centennial Park) located at S. 11th St. and West Ave I in Ward 2. (R. Olivas, City Council)



# CITY COUNCIL

## AGENDA REQUEST

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

**DATE: OCTOBER 20, 2020**

**AGENDA  
REQUEST NO:**

**RESPONSIBLE  
DEPARTMENT:**

**PRESENTED BY:**

**RAMON R. OLIVAS**

**FINANCE  
DIRECTOR:**

**ADDITIONAL  
DIRECTOR (S):**

**SUBJECT /  
PROCEEDING:**

**DISCUSS, CONSIDER, AND TAKE APPROPRIATE ACTION, IF ANY, REGARDING THE INSTALLATION OF NIGHT LIGHTS AND OTHER IMPROVEMENTS TO EXISTING SERVICES AT THE LUJAN BASEBALL FIELD (CENTENNIAL PARK) LOCATED AT S 11<sup>TH</sup> ST AND W AVE I IN WARD 2.**

**EXHIBITS:**

**PLEASE SHOW POWERPOINT PHOTOS DURING TOPIC DISCUSSION. WARD 2 RESIDENTS MAY LOG IN TO SHARE VIEWPOINTS AND OPINIONS ON THIS ISSUE.**

### CLEARANCES

### APPROVAL

**LEGAL:**

**FINANCE:**

**APPROVAL:**

**CITY MANAGER**

**ERIC ZIMMER:**

### BUDGET

**EXPENDITURE REQUIRED: \$ 25,000.00**

**SAVINGS ANTICIPATION: \$**

**CURRENT BUDGET FY2020: \$ 0**

**ADDITIONAL FUNDING: \$**

### RECOMMENDED ACTION

### EXECUTIVE SUMMARY

# Valentin Lujan Base Ball Field

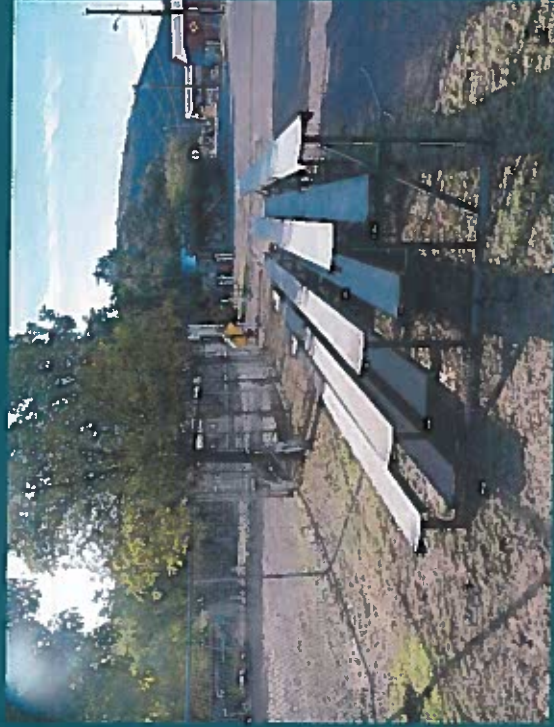


# General History





## Lujan Field Facilities



# Facilities





# Girls Baseball Practice





VALENTIN BASE BALL FIELD USERS WOULD BENEFIT FROM THE INSTALLATION OF NIGHT LIGHTS...Including bleachers, water fountain, landscaping, backstop, secure/safer dugouts for players, etc.

