



CITY OF ALPINE
REGULAR CITY COUNCIL MEETING
March 4, 2025 – 5:30 PM

City Council Chambers, 803 W. Holland Avenue, Alpine, Texas 79830

1. CALL TO ORDER.

- A. Pledge of Allegiance to the United States Flag.
- B. Pledge of Allegiance to the Texas Flag.
- C. Determination of a Quorum and Proof of Notice of the Meeting.

2. PUBLIC COMMENTS.

Each person in attendance who desires to speak to the City Council on an item on the agenda shall speak during this section. A Public Comment Card must be filled out and turned in to the City Secretary at least 5 minutes prior to the start time of the meeting. The Public Comment Card may be filled out at www.cityofalpine.com/councilcomments. Public comments may be made regarding agenda items only. Attendees must be physically present in order to address the City Council. Comments by proxy are not allowed. Public Comments are limited to 3 minutes per person. Unused time may not be yielded to other attendees. Please note that the City Council may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the Council from deliberating or taking action on an item not listed on the agenda. City Staff may ask commenters clarifying questions, respond with facts, and explain policy.

3. PUBLIC HEARINGS.

At this time, the Mayor will invite members of the public to address each item listed in this section. Comments made during this section are limited to the topic of each public hearing. Attendees must be physically present in order to address the City Council. Comments by proxy are not allowed. Public Comments are limited to 3 minutes per person. Unused time may not be yielded to other attendees. If more than one public hearing is being held, each person will be allowed to speak during each topic.

- A. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2025-03-01, a special use permit allowing the applicant, American Legion Post #79, to obtain a Late Hours Certificate (LH) from the Texas Alcoholic Beverage Commission to allow open hours until 2:00 A.M. The subject property is located at 306 W. Sul Ross Avenue. The property owner of record is American Legion. The Parcel ID of the subject property is 11884. The current zoning classification of the subject property is C-2 Business District and will remain the same if the application is approved.

4. PUBLIC PRESENTATIONS.

- A. Presentations & Recognitions
- B. Proclamations
- C. Community Interest Items
 - i) Mayor Announcements

- ii) City Manager Announcements
- iii) Council Member Announcements

5. **CHANGES TO POSTED AGENDA.**

NOTICE: *The City Council reserves the right to change the order of business at any time during the meeting. To change the order of business a motion, a second, and a majority vote is required.*

- A. **Items to be continued or withdrawn.** Items may be continued to the next City Council meeting or withdrawn from consideration during this agenda. Items to be continued or withdrawn require a motion, a second, and a majority vote.
- B. **Items to be removed from the Consent Agenda for separate discussion.** Items may be withdrawn from the consent agenda by a simple request by the Mayor or any City Council member. Items removed from the consent agenda will be considered in the *Items Removed from the Consent Agenda* portion of the meeting directly after approval of the items not requiring separate discussion.
- C. **Action items to be added to the consent agenda.** Adding action items to the consent agenda must be requested by the Mayor or any City Council member and requires a motion, a second, and a majority vote.
- D. **Time-Sensitive Items.** The Mayor, any City Council Member, or a member of City Staff may, by simple request, ask that time-sensitive items be considered during that section.

6. **TIME SENSITIVE ITEMS.**

7. **CONSENT AGENDA.**

- A. Approval of the February 18, 2025 Regular Meeting Minutes. (G. Calderon, City Secretary)
- B. Approval of the excused absence of Councilor Eva Martinez from the February 18, 2025 Regular City Council Meeting. (G. Calderon, City Secretary)
- C. Approve Order 2025-03-01, an order correcting a typographical error for Early Voting dates for the May 3, 2025 Order of General Election. (G. Calderon, City Secretary)
- D. Approve the appointment of Benjamin Garcia to the Place 1 position on the Planning & Zoning Commission. (R. Stone, City Council)
- E. Approval of Resolution 2025-03-01, a resolution approving Budget Policy for the Fiscal Year 2025-2026. (M. Antrim, City Manager)
- F. Approval of Resolution 2025-03-02, a resolution approving the Investment Policy for the Fiscal Year 2025-2026. (M. Antrim, City Manager)
- G. Approval of Resolution 2025-03-03, a resolution approving the Financial Policy Fiscal Year 2025-2026. (M. Antrim, City Manager)
- H. Approval of Resolution 2025-03-04, a resolution authorizing the City to participate in the WEX Fuel Card Program through the TIPS purchasing cooperative for fleet management efficiency and cost control. (M. Antrim, City Manager)

8. **ITEMS REMOVED FROM THE CONSENT AGENDA.**

9. **REPORTS & PRESENTATIONS.**

Presentations are limited to 6 minutes each. A bell will ring when the 6-minute timeframe has been reached. If further time is needed the presentation may be extended an additional 4 minutes at the discretion of the presiding officer. After the initial period and extension have passed, the presentation may be extended further by a motion, a second, and a majority vote of the City Council.

10. **INFORMATION OR DISCUSSION ITEMS.**

- A. Texas Department of Transportation (TxDOT) facility dark sky compliance. (C. Eaves, Mayor)
- B. Wild hog problem in the City of Alpine and resident concerns. (C. Eaves, Mayor)
- C. Discuss the current conditions of the City owned and operated incinerator and the recommendation from the Animal Advisory Board to make a plan to purchase a new incinerator. (E. Olivas, City Council)
- D. Discuss proposed draft 380 Ordinance and Application. (M. Antrim, City Manager)

11. **ACTION ITEMS.**

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

- A. Approval of Resolution 2025-03-05, a resolution authorizing the City's Police Department to participate in the Office of the Governor's, Public Safety Office, Homeland Security Grants Division, Operation Lonestar (OLS) for FY2026. (M. Antrim, City Manager)
- B. Approve Order 2025-03-02, an order approving the Certification of Unopposed Candidates for the May 3, 2025 General Election. (G. Calderon, City Secretary)
- C. Approve Order 2025-03-03, an order of cancellation for the unopposed Ward 3 race for the May 3, 2025 General Election. (G. Calderon, City Secretary)
- D. Approve Special Use Permit 2025-03-01, a special use permit allowing the applicant, American Legion Post #79, to obtain a Late Hours Certificate (LH) from the Texas Alcoholic Beverage Commission to allow open hours until 2:00 A.M. The subject property is located at 306 W. Sul Ross Avenue. The property owner of record is American Legion. The Parcel ID of the subject property is 11884. The current zoning classification of the subject property is C-2 Business District and will remain the same if the application is approved. (G. Calderon, City Secretary)
- E. Approve the recommendation of the City Manager to hire David Luce as the Director of Utilities, as per City Charter - Section 4.02(A). (M. Antrim, City Manager)
- F. Approve five year contract with Continental Utility Solutions, Inc. (CUSI) Software for cloud hosting services for utility billing, meter reading services, work order management, and customer web portal. First year implementation fee \$36,750.00, monthly service fee \$2,559.00. (M. Antrim, City Manager)

12. **EXECUTIVE REPORTS.**

Executive reports are limited to 10 minutes each. The City Council may hold a discussion during this section regarding any item listed on the agenda. No action may take place regarding report

items, unless specified on the agenda.

City Mayor Report

City Manager Report

13. **CITY COUNCIL MEMBER COMMENTS.**

14. **EXECUTIVE SESSION.**

***NOTICE:** The City Council reserves the right to reconvene, recess, realign, change the order of business, or adjourn into Executive Session at any time during the course of the meeting prior to adjournment, to discuss any item listed above, as authorized by 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 551.087 (development).*

A. Consultation with Attorney § 551.071, Texas Government Code:

- i. Discuss pending litigation, Brewster County, Cause No. 24365, Hernandez v. City of Alpine.
- ii. Update on Customs and Border Protection Lease (M. Antrim, City Manager)

B. Consultation with Attorney § 551.071, Texas Government Code

- i. Discuss the possible sale and/or acquisition of property for long-term overall city goals and planning, including city owned structures. (M. Antrim, City Manager)

15. **ACTION AFTER EXECUTIVE SESSION.**

- A. Action, if any, concerning any of the items listed in executive session. (M. Antrim, City Manager)

16. **ADJOURN.**

CERTIFICATION

I, Geoffrey R. Calderon, do hereby certify that this notice was posted at City Hall, in a convenient and readily accessible place to the general public, and on the City website at www.cityofalpine.com pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2:00 P.M. on February 28, 2025, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting.

WITNESS MY HAND AND SEAL

this 28th day of February, 2025.



Geoffrey R. Calderon, TRMC
City Secretary & Chief Governance Officer



CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 7A

Department:

Sponsor:

Memo Prepared By: Agenda Managers: please remove this text and enter the name and title of the individual creating the memo/item report PRIOR to producing the memo/item report so that it can be populated into the document automatically.

Staff Recommendation:



AGENDA ITEM

Approval of the February 18, 2025 Regular Meeting Minutes. (G. Calderon, City Secretary)

EXECUTIVE SUMMARY

SUPPORTING MATERIALS

1. 2-18-25 City Council Minutes

BUDGET CONSIDERATIONS

Expenditure Required:

Savings Anticipation:

Current Budget FY2024-

2025:

Additional Funding:

APPROVERS

Alex Tackett, Records Clerk
Megan Antrim, City Manager

Approved - 2/19/2025
Final Approval - 2/24/2025

City of Alpine
REGULAR CITY COUNCIL MEETING
Tuesday, February 18, 2025 – 5:30 PM
Minutes

1. **CALL TO ORDER.**

Mayor Catherine Eaves called the meeting to order at 5:30 P.M. The meeting took place in City Council Chambers located at 803 W. Holland Avenue and by Zoom video conference. Mayor Eaves led the Pledge of Allegiance to the flags.

A. Pledge of Allegiance to the United States Flag.

B. Pledge of Allegiance to the Texas Flag.

C. Determination of a Quorum and Proof of Notice of the Meeting.

City Council Members Present:

Councilor Reagan Stone
Councilor Darin Nance
Councilor Lucy Escovedo
Councilor Rick Stephens
Mayor Catherine Eaves

City Staff and Stakeholders Present:

Megan Antrim, City Manager
Geoffrey R. Calderon, City Secretary
Cynthia Trevino, City Attorney
Darrell Losoya, Chief of Police
Victoria Sanchez, Director of Finance
Carmen Rodriguez, Cust. Serv. Supervisor
Abel Hinojos, Airport Supervisor

Not Present:

Councilor Eva Martinez

Others Present: 3 other attendees.

Mayor Eaves announced that a quorum of the City Council was present at the City Council Chambers and City Secretary, Geoffrey Calderon, reported that the meeting agenda was posted by 2:00 P.M. on February 14, 2025.

2. **PUBLIC COMMENTS.**

Each person in attendance who desires to speak to the City Council on an item on the agenda shall speak during this section. A Public Comment Card must be filled out and turned in to the City Secretary at least 5 minutes prior to the start time of the meeting. The Public Comment Card may be filled out at www.cityofalpine.com/councilcomments. Public comments may be made regarding agenda items only. Attendees must be physically present in order to address the City Council. Comments by proxy are not allowed. Public Comments are limited to 3 minutes per person. Unused time may not be yielded to other attendees. Please note that the City Council may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the Council from deliberating or taking action on an item not listed on the agenda. City Staff may ask commenters clarifying questions, respond with facts, and explain policy.

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4. **PUBLIC PRESENTATIONS.**

- A. Presentations & Recognitions
- B. Proclamations
- C. Community Interest Items
 - i) Mayor Announcements
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- A. **Items to be continued or withdrawn.** Items may be continued to the next City Council meeting or withdrawn from consideration during this agenda. Items to be continued or withdrawn require a motion, a second, and a majority vote.

RESOLUTION 2025-02-19: On a motion by Councilor Rick Stephens seconded by Councilor Darin Nance to combine items 10A and 10B, the City Council unanimously adopted the motion with all members present voting in favor.

- B. **Items to be removed from the Consent Agenda for separate discussion.** Items may be withdrawn from the consent agenda by a simple request by the Mayor or any City Council member. Items removed from the consent agenda will be considered in the *Items Removed from the Consent Agenda* portion of the meeting directly after approval of the items not requiring separate discussion.

No items were removed from the Consent Agenda for separate discussion.

- C. **Action items to be added to the consent agenda.** Adding action items to the consent agenda must be requested by the Mayor or any City Council member and requires a motion, a second, and a majority vote.

No items were added to the consent agenda.

- D. **Time-Sensitive Items.** The Mayor, any City Council Member, or a member of City Staff may, by simple request, ask that time-sensitive items be considered during that section.

No items were added to the time-sensitive items section of the agenda.

6. **TIME SENSITIVE ITEMS.**

7. **CONSENT AGENDA.**

- A. Approval of the February 4, 2025 Regular Meeting Minutes. (G. Calderon, City Secretary)
- B. January 2025 Office of the City Secretary (OCS) Report including Legislative Services, City Council Activities, Board & Commissions Activities, Public Information, and Departmental Statistics and Updates. (G. Calderon, City Secretary)
- C. Approve payment of January 2025 monthly billing summary for Bojorquez Law Firm services. (M. Antrim, City Manager)
- D. Approval of a Letter of Support for the 2025 Keep Texas Beautiful Affiliate Annual Recognition - Gold Star Level. (M. Antrim, City Manager)

RESOLUTION 2025-02-20: On a motion by Councilor Rick Stephens and seconded by Councilor Reagan Stone to approve the consent agenda as presented, the City Council unanimously adopted the motion with all members present voting in favor.

8. **ITEMS REMOVED FROM THE CONSENT AGENDA.**

9. **REPORTS & PRESENTATIONS.**

Presentations are limited to 6 minutes each. A bell will ring when the 6-minute timeframe has been reached. If further time is needed the presentation may be extended an additional 4 minutes at the discretion of the presiding officer. After the initial period and extension have passed, the presentation may be extended further by a motion, a second, and a majority vote of the City Council.

- A. Alpine Volunteer Fire Department Update from Chief James Etcheson. (M. Antrim, City Manager)

Alpine Volunteer Fire Department Chief & Brewster County Emergency Management Coordinator, James Etchison, provided an update to the City Council.

- B. Utility Software Presentation by Carmen Rodriguez, Customer Clerk Supervisor. (M. Antrim, City Manager)

RESOLUTION 2025-02-21: On a motion by Councilor Rick Stephens and seconded by Councilor Lucy Escovedo to extend the utility billing presentation past 10 minutes, the City Council unanimously adopted the motion with all members present voting in favor.

Carmen Rodriguez, Customer Service Clerk Supervisor, presented to the City Council regarding utility software.

*Mayor Eaves called a short recess. (6:34 P.M.)
The meeting resumed. (6:39 P.M.)*

10. **INFORMATION OR DISCUSSION ITEMS.**

- A. Discuss attendance at City of Alpine Boards and Commissions meetings, the impact of lack of quorum for the meetings, and strategies for ensuring City Council has the advice and input representing the Alpine residents on key items for Council consideration. (R Stephens, City Council)
- B. Discuss changing the ordinances for City of Alpine boards and commissions to remove the requirement from having formal meetings and quorum requirements so that the boards and commissions can meet in a workshop environment in order to provide timely advice and recommendations to Council. They would continue to have the requirement of following an agenda. This would apply to all boards and commissions with the exception of the Building and Standards commission because it is a judicial body. (R. Stephens, City Council)
- C. Discuss the nomination of board members to the Brewster County Appraisal Board. (M. Antrim, City Manager)

11. **ACTION ITEMS.**

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

- A. Approve Resolution, 2025-02-17, authorizing the City Animal Control Department to participate in the Kong grant program. (M. Antrim, City Manager)

RESOLUTION 2025-02-22: On a motion by Councilor Rick Stephens and seconded by Councilor Lucy Escovedo to approve Resolution 2025-02-17 authorizing the City Animal Control Department to participate in the Kong grant program, the City Council unanimously adopted the motion with all members present voting in favor.

- B. Approve Resolution 2025-02-18, a resolution to support an application for funding from Brewster County for grant funding, and with selection, the development and completion of a Community Wildfire Defense Grant (CWDG) through the United States Forest Service (USFS) under the United States Department of Agriculture (USDA) Community Wildfire Defense Program (CWDG). (R. Stephens, City Council)

RESOLUTION 2025-02-23: On a motion by Councilor Rick Stephens and seconded by Councilor Darin Nance to approve the resolution as presented, the City Council unanimously adopted the motion with all members present voting in favor.

- C. Approve the nomination of members to the Brewster County Appraisal District Board. (M. Antrim, City Manager)

RESOLUTION 2025-02-24: On a motion by Councilor Rick Stephens and seconded by Councilor Lucy Escovedo to nominate Betty Jo Rooney to be a member of the Brewster County Appraisal District Board, the City Council unanimously adopted the motion with all members present voting in favor.

12. **EXECUTIVE REPORTS.**

Executive reports are limited to 10 minutes each. The City Council may hold a discussion during this

section regarding any item listed on the agenda. No action may take place regarding report items, unless specified on the agenda.

City Mayor Report

City Manager Report

13. **CITY COUNCIL MEMBER COMMENTS.**

14. **EXECUTIVE SESSION.**

NOTICE: The City Council reserves the right to reconvene, recess, realign, change the order of business, or adjourn into Executive Session at any time during the course of the meeting prior to adjournment, to discuss any item listed above, as authorized by 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 551.087 (development).

15. **ACTION AFTER EXECUTIVE SESSION.**

16. **ADJOURN.**

There being no further business, the meeting was adjourned. (7:13 P.M.)

APPROVED:

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, TRMC
City Secretary & Chief Governance Officer

CERTIFICATION

I, Geoffrey R. Calderon, do hereby certify that this notice was posted at City Hall, in a convenient and readily accessible place to the general public, and on the City website at www.cityofalpine.com pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2:00 P.M. on February 14, 2025, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting.

WITNESS MY HAND AND SEAL

this 14th day of February, 2025.

Geoffrey R. Calderon, TRMC
City Secretary & Chief Governance Officer



CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 7B

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approval of the excused absence of Councilor Eva Martinez from the February 18, 2025 Regular City Council Meeting. (G. Calderon, City Secretary)

EXECUTIVE SUMMARY

City Council Member absences must be considered and approved by the City Council pursuant to Sec. 3.02(B) City Charter and Sec. 23-10 of the Alpine Code of Ordinances.

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 2/19/2025
Approved - 2/19/2025
Final Approval - 2/24/2025

CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 7C

Department: Office of the City Secretary

Sponsor: Geoffrey Calderon, City Secretary

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approve Order 2025-03-01, an order correcting a typographical error for Early Voting dates for the May 3, 2025 Order of General Election. (G. Calderon, City Secretary)

EXECUTIVE SUMMARY

There was an error on the early voting dates in the original order of election due to a state holiday being observed on April 21st. This updated order supersedes the previous order and provides correction to the early voting dates.

SUPPORTING MATERIALS

1. Order 2025-03-01 (Amended Order of Election)

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk

Geoffrey R. Calderon, City Secretary

Megan Antrim, City Manager

Approved - 2/19/2025

Approved - 2/19/2025

Final Approval - 2/24/2025

ORDER 2025-03-01
ORDEN 2025-03-01
ORDER OF GENERAL ELECTION FOR MUNICIPALITIES
ORDEN DE ELECCIÓN GENERAL PARA MUNICIPIOS

An election is hereby ordered to be held on May 3, 2025 for the purpose of voting on:
(Por la presente se ordena celebrar una elección el 3 de mayo del 2025 con el propósito de votar sobre:)

List Offices/Propositions/Measures on the ballot
(Enúmere los puestos/proposiciones/medidas oficiales en la boleta)

Council Member Ward 1 (Miembro del consejo del distrito 1)
Council Member Ward 3 (Miembro del consejo del distrito 3)

Early voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)
The Main Early Voting Location (Sitio principal de votación adelantada)

Location (sitio)	Hours (horas)
City Council Chambers 803 W. Holland Ave Alpine, Texas 79830	April 22, 2025 -April 29, 2025 (22 de abril del 2025 - 29 de abril del 2025) 8:00 A.M. - 5:00 P.M.

Branch Early Voting Locations (sucursal sitios de votación adelantada)

Location (sitio)	Hours (horas)
None	None

Early voting by personal appearance will be conducted each weekend at:
(La votación adelantada en persona se llevará a cabo en el fin de semana en:)
The Main Early Voting Location (Sitio principal de votación adelantada)

Location (sitio)	Hours (horas)
None	None

Branch Early Voting Locations (sucursal sitios de votación adelantada)

Location (sitio)	Hours (horas)
None	None

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Geoffrey R. Calderon, City Secretary

Name of Early Voting Clerk

(Nombre del Secretario/a de la Votación Adelantada)

100 N. 13th St

Address (Dirección)

Alpine79830

City (Ciudad)Zip Code (Código Postal)

(432) 837 - 3301, option (opción) 1

Telephone Number (Número de teléfono)

city.secretary@cityofalpine.com

Email Address (Dirección de Correo Electrónico)

www.cityofalpine.com

Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán por adelantado por correo deberán recibirse no más tardar de las horas de negocio el:)

April 22, 2025 (22 de abril del 2025) (date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Solicitud de Tarjeta Postal Federal dedeberá recibirse no más tardar de las horas de negocio el:)

April 18, 2025 (18 de abril del 2025) (date)(fecha)

Issued this 4th of March, 2025.
(Emitida este día 4 de marzo del 2025).

Signature of Mayor (*Firma del Alcalde*)

Signature of Councilperson, Ward 1
(*Firma del Concejal, Distrito 1*)

Signature of Councilperson Ward 4
(*Firma del Concejal, Distrito 4*)

Signature of Councilperson, Ward 2
(*Firma del Concejal, Distrito 2*)

Signature of Councilperson, Ward 5
(*Firma del Concejal, Distrito 5*)

ATTEST (*DAR FE*):

Signature of Councilperson, Ward 3
(*Firma del Concejal, Distrito 3*)

City Secretary
(*Secretario/a de la ciudad*)

Instruction Note: A copy of this election order must be delivered to the County Clerk/ Elections Administrator and Voter Registrar not later than 60 days before election day.
Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.

CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 7D

Department: City Council

Sponsor: Reagan Stone, Councilor

Memo Prepared By: Geoffrey R. Calderon, City Secretary



Staff Recommendation: Approve

AGENDA ITEM

Approve the appointment of Benjamin Garcia to the Place 1 position on the Planning & Zoning Commission. (R. Stone, City Council)

EXECUTIVE SUMMARY

SUPPORTING MATERIALS

1. B. Garcia - Planning & Zoning Application_Redacted

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 2/14/2025
Approved - 2/14/2025
Final Approval - 2/24/2025

ADMINISTRATION: BOARDS & COMMISSION APPLICATION

Print

Del

Submitted by: Benjamin Garcia

Submitted On: 2025-02-13 14:28:40

Submission IP: 65.65.158.203 (172.31.74.140)

proxy IP (raw IP)

Status: Open

Priority: Normal

Assigned To: Geo Calderon

Due Date: Open



CITY OF ALPINE ADVISORY BOARDS & COMMISSIONS QUESTIONNAIRE

Qualities that make a great board member:

- A genuine interest in improving life for Alpine residents
- Knowledge of or a willingness to learn about the subject area
- Knowledge of or a willingness to learn local governance rules and norms
- Openness to new ideas
- Considers volunteer service important and worthy of a reasonable time commitment

What the City should provide to board members:

- Clear guidance about expectations for attendance and time contribution
- Clear guidance about rules governing public boards (open meetings and open records requirements)
- Designated staff liaison who regularly reports on meetings to supervisor

Board Chairperson:

- Understands board structure, ordinances, and rules
- Works with the City staff liaison person to coordinate meeting agendas
- Engages board members with calls or follow up to make sure they can attend the meetings (i.e. quorum)
- Follows up with the City Manager, the City Secretary, and to members of City Council to ask questions and get support as needed.

* First Name

Benjamin

* Last Name

Garcia

* Street Address

1307 N 4th St

* City

Alpine

* State

Texas

* Zip code

79830

* Email Address

* Phone

* Occupation

Entrepreneur

* Are you a resident of Alpine, Texas?

☒ Yes

☐ No

* How long have you been a resident of, or been involved with, Alpine?

7 years

* Are you a qualified (registered) voter of Brewster County?

☒ Yes

☐ No

* Are you a qualified (registered) voter of the City of Alpine?

☒ Yes

☐ No

* Board, Commission, or Committee ("Board") that you have interest in serving on:

Planning & Zoning

* Please provide brief background information about yourself, including education, work experience, and any special qualifications you have for serving on this Board:

Having spent 10 years consulting for small businesses and technology start ups across the country and overseas, I decided in 2021 to get involved in my local community here in Alpine. I started by investing in the residential long term housing market here and then expanded into downtown commercial properties and operations. I own and operate the Granada Theatre, Kishmish Plaza, Alcove Social, La Sala Studio, Brews & Hues, and will soon be opening a pack-and-ship business. I look to fill holes in our local economy and work hard to collaborate with as many local businesses and organizations as I can. I believe that my affinity for doing the most good and my strict adherence to rules and regulations will be an asset to the Board.

Please state why you wish to serve the City of Alpine as a member of a Board:

It is plain to see that we have a shortage of willing participants for many of the voluntary positions within the city government. I am a vested member of our community and see volunteering in this capacity as a worthwhile way to add value to my hometown. I would like to see Alpine have every opportunity to succeed.

* Do you currently, or have you in the past, served the City of Alpine?

☐ Yes

☒ No

If yes, in what capacity?

How long?

* Do you receive any compensation from the City of Alpine or are there any potential conflicts of interest if you serve the City of Alpine?

☒ Yes

☐ No

If yes, please explain:

The City of Alpine does occasionally rent my event venue for city functions and I have been a recipient of HOT funds in the past. I do not see this as a conflict of interest with serving on the Planning & Zoning Board as this Board does not influence city events or HOT funds disbursements.

Upload a File (Optional)

Choose File

No file chosen

Upload a File (Optional)

Choose File

No file chosen

Upload a File (Optional)

Choose File

No file chosen

Upload a File (Optional)

Choose File

No file chosen

. . .

As evidenced by my signature below, I certify that the statements contained in this document are true and correct to the best of my knowledge.

* Electronic signature

Benjamin Garcia

Please type full name

* Date

02/13/2025

Format: MM/DD/YYYY

* I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

☒ Option 1

CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 7E

Department: Office of the City Manager

Sponsor: Megan Antrim, City Manager

Memo Prepared By: Megan Antrim, City Manager



Staff Recommendation: Approve

AGENDA ITEM

Approval of Resolution 2025-03-01, a resolution approving Budget Policy for the Fiscal Year 2025-2026. (M. Antrim, City Manager)

EXECUTIVE SUMMARY

The City of Alpine Budget Policy establishes a comprehensive framework for the preparation, adoption, and management of the city's annual budget. It is designed to promote accountability, ensure fiscal stability, and support informed decision-making through a structured, multi-year financial planning process. The policy applies to operating, enterprise, and capital budgets and serves as a guide for managing financial resources while addressing the growing demands on city services.

Policy Overview

- **Purpose & Scope:**
The policy aims to guide the annual budget process by setting clear objectives and establishing principles for responsible financial management. It is intended to support superior customer service, regulatory compliance, and long-term fiscal health.
- **Budget Process:**
Key steps include:
 - Setting priorities and parameters by the City Manager and City Council.
 - Adopting an annual budget calendar and a three-year financial forecast.
 - Reviewing departmental budget requests to align with the city's goals and ensuring that expenditures do not exceed available revenues.
- **Balanced Budget & Fiscal Responsibility:**
The policy mandates a balanced budget for the general fund, ensuring that appropriations match revenues. It includes guidelines for:
 - Revenue estimation and diversification.
 - Managing one-time and unpredictable revenue streams.
 - Controlling expenditures through established budgetary controls and modification procedures.
- **Long-Term Planning & Capital Improvement:**
A multi-year projection of revenues, expenditures, and reserves is maintained to:

- Inform strategic decision-making.
 - Support a five-year Capital Improvement Program (CIP) that outlines major infrastructure projects and related financing strategies.
- Budget Modifications & Performance Measures:
The policy sets forth detailed procedures for making budget amendments and emphasizes the importance of performance measures. These measures help assess service effectiveness and ensure that the full cost of services is accurately determined and monitored.

No Changes Being Requested

At this time, there are no changes being requested to the current budget policy. The existing framework is considered robust and fully capable of addressing the city's financial management needs.

SUPPORTING MATERIALS

1. Resolution 2025-03-01 Budget Policy and Exhibit
-

BUDGET CONSIDERATIONS

Expenditure Required: N/A
Savings Anticipation: N/A
Current Budget FY 2024-2025: N/A
Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 2/24/2025
Approved - 2/24/2025
Final Approval - 2/24/2025

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

RESOLUTION 2025-03-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS
ADOPTING A BUDGET POLICY FOR THE CITY.**

WHEREAS, the City Council of the City of Alpine desires to adopt a budget policy to ensure sound financial practices for public funds; and

WHEREAS, budget policies assist in enhancing accountability and innovation in all City business and increases transparency to the public; and

WHEREAS, budget policies support responsible decision making, protects City resources, and ensure regulatory and policy compliance; and

WHEREAS, the City Council approved the previous budget policy on June 21, 2022, approved the policy without changes on June 20, 2023 and May 21, 2024, and now deems it to be in the best interest of the City to revisit the policy at least annually to ensure that the policy satisfactorily meets the standards of the City.

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

SECTION I. The Budget Policy of the City hereto attached as Exhibit “A” and made a part hereof, is hereby approved as the official budget policy of the City of Alpine.

SECTION II. The Budget Policy shall be filed in the official records with the Office of the City Secretary for permanent recordation.

SECTION III. This Resolution is effective immediately upon its passage.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THE 4th DAY OF MARCH 2025.

APPROVE:

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

Exhibit "A"

CITY OF ALPINE BUDGET POLICY

**ADOPTED JUNE, 19 2018
ADOPTED JUNE 21, 2022
ADOPTED JUNE 20, 2023
ADOPTED MAY 21, 2024**

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I. PURPOSE

To establish policies related to the preparation of the annual budget for the City of Alpine:

- To enhance and facilitate accountability and innovation in all city business;
- Provide superior customer services that are responsive and transparent to the public;
- Provide analysis and long range thinking that supports responsible decision making;
- Proactively protects and maintains city resources; and
- Ensures regulatory and policy compliance.

II. SCOPE

These policies apply to both operating, enterprise and capital budgets. Capital budgets include appropriations for items such as heavy equipment, machinery, and rolling stock.

III. OBJECTIVES

The budget policies for the City of Alpine will guide the development of the City's budget and help manage financial pressures to address growing demands upon City resources, while preserving long-term fiscal stability.

IV. BUDGET PROCESS

The purpose of the budget process is to help decision makers make informed choices about the provision of services and capital assets and to promote stakeholder participation in the process. The following is a summary of policies that will guide the process.

1. The City Manager and Council will set parameters/priorities at the beginning of each budget cycle.
2. The City Manager and Council will adopt an annual budget preparation and adoption calendar.
3. The budget process should include a three-year financial forecast to assess long-term financial implications of current and proposed policies, programs, and assumptions that develop appropriate strategies to achieve Council's goals.

4. Upon submission of the departmental requests, the City Manager reviews and evaluates all baseline budget requests to determine whether they fulfill City Council goals and objectives, improve management effectiveness, and service delivery (Sec. 102.001).
5. The City Manager submits a proposed budget to City Council for approval no later than 45 days prior to the close of the fiscal year (Charter 5.02). The City Manager's Budget Message, a concise summary of the budget, shall include:
 - a) Summary of the major changes in priorities or service levels from the current year and the factors leading to those changes.
 - b) The priorities and key issues for the new budget period.
 - c) Identify and summarize major financial factors and trends affecting the budget, such as economic factors; long-range outlook; significant changes in revenue collections, tax rates, or other changes; current and future debt obligations; and significant use of or increase in unreserved fund balance.
 - d) Provide financial summary data on revenues, other resources, and expenditures for at least a three-year period, including prior year actual, current year budget and/or estimated current year actual and the proposed budget.
 - e) Identify the City Charter requirement to have a balanced budget.

V. BALANCED BUDGET

The general fund, which is the main operating fund of the City, is required to annually have a balanced budget. Appropriations will equal revenues in the proposed City Manager's budget submitted to Council for review and approval. (LGC Sec. 102.002) Council will adopt a balanced budget by ordinance.

The budget must contain (LGC Sec. 102.003 (b)):

- Outstanding obligations of the city
- Cash on hand to the credit of each fund
- Funds received from all sources during the preceding year
- Estimated Revenue available to cover the proposed budget; and
- Estimated tax required to cover the proposed budget.

Unreserved fund balance in the general fund will only be appropriated for one-time type expenditures at the request of the City Manager and approval of Council (Financial Policy). The City Manager will provide Council with a report of financial impact to the City utilizing the unreserved fund.

While in any given year all or a portion of the unreserved balance in a fund may be appropriated for expenditure, the long-term goal is that operating expenditures not exceed operating revenues on an annualized basis such that structural balance is maintained within each fund.

Consistent with this long-term goal, the better practice is to appropriate portions of the beginning balance only to the extent they support non-recurring expenditures, replace temporary declines in revenue, or are reasonably anticipated to be offset by increased revenue not yet officially recognized in a revenue estimate.

It is the policy of the City that the budget for each of its funds always be balanced in that the appropriations from each fund for the fiscal year not exceed the resources available to that fund for the year, including estimated revenues and any unreserved balance in the fund at the beginning of the year. This policy assures that the city does not spend beyond its means.

VI. LONG-TERM PLANNING

It is the policy of the City to maintain a multi-year budget projection of revenues, expenditures, and reserves. The multi-year revenue and expenditure projection shall be reviewed at least semi-annually, once prior to the budget process and after adoption of the budget. The multi-year budget projection will also be updated upon the approval of any capital improvement plan submitted to Council and should be updated based on any dramatic changes in policy, legislation and the economy. The projection will cover a minimum of three years.

The Director of Finance is responsible for presenting the multiyear projections to the City Manager and Council as part of a Proposed Operating Budget cycle.

VII. REVENUE POLICIES

A. REVENUE DIVERSIFICATION

The City shall maintain a broad revenue base to distribute the revenue burden equitably to minimize the risk exposure of unforeseen down turns in any one revenue stream supporting the City budget.

During each year of a budget process the Finance Department will review any tax exemptions approved by Council and will submit recommendations to City Administration identifying possible increases or decreases in the approved exemptions or any new exemptions being proposed. The Finance Director will also identify both the short and long-range effects on City resources available to fund existing and proposed programs. City Council will review tax exemptions only during the budget process.

Based on economic conditions, the Finance Department will identify specific revenue sources that may be severely impacted by elasticity. Revenue sources are reviewed on a monthly basis

to report any significant changes that may impact the budget and identify corrective action if necessary to City administration. Potential new revenue sources when identified and evaluated are to be submitted during the budget process.

Revenue directly related to a restricted fund shall only be used for purposes legally permissible and in a fiscally responsible manner for that fund. Programs and services funded by restricted revenue will be clearly designated as such.

B. ONE-TIME REVENUES

The City shall limit the use of one-time revenues for purposes other than to maintain sustained operating expenses due to the disruptive effects on services due to the non-recurrence of these sources. Such one-time revenue sources shall be solely utilized for the purchase of one-time expenditures, such as capital items or short-term contractual obligations of duration of less than twelve months.

C. UNPREDICTABLE REVENUE

The City shall identify major revenue sources it considers unpredictable and define how these revenues may be used. It is important to consider how significant a variation in revenue receipts will affect the City's financial outlook and ability to operate programs in the current and future budget periods. A City should decide, in advance, on a set of tentative actions to be taken if one or more of these sources generate revenues substantially higher or lower than projected. The plans should be publicly discussed and used in budget decision-making.

D. REVENUE ESTIMATES

City departments that generate revenue are required to submit revenue estimates annually for the preceding fiscal year to the Finance Department with supporting documentation identifying the methodology utilized in preparing revenue estimates. The Finance Director will review the estimates and include them in the budget process.

Revenues should be estimated using a conservative approach to avoid any budget shortfalls during the fiscal year. Departments should provide estimates annually during the budget process of the revenue generated by their department. There should be a consensus by the Department, the Finance Director, and the City Manager on the estimate prior to inclusion in the proposed budget submitted to Council for adoption.

E. SETTING CHARGES/FEES

1. Departments will review at least biannually any fees associated with their department and make changes based on factors such as the impact of inflation, indirect cost adjustments, and any other related expenses that impact the cost of providing services to the public. Proposed changes must be submitted to City Manager for review and adoption by City Council as part of the budget process.
2. New fees are to be included as part of the budget process and if approved by administration, included in the proposed budget submitted to Council for adoption.
3. Fees are to be established at a level that ensures the recovery of the full cost of the services provided. In the event that a fee or license amount is limited by state statute, said fee or license will be established accordingly.
4. Enterprise Funds shall be self-supporting so that the relationship between costs and revenues is clearly identified.

F. COLLECTION

The City monitors revenue collection throughout the fiscal year. When revenue is less than estimated, the Finance Department shall notify administration with expected impact on the current fiscal year budget and provide recommended corrective action. The City Manager initiates action consistent with prudent financial management and notifies Council of such action.

G. INDIRECT COSTS

Indirect costs should be recovered from other funds according to the Financial Policy of the City.

VIII. APPROPRIATION POLICIES

A. APPROPRIATION ESTIMATES

Appropriations shall be sufficient to provide quality services at a reasonable cost and within available financial resources. All new requests for program funding should be accompanied with concise statements of program's mission, objectives, and intended measurable outcomes.

B. PERSONNEL SERVICES

1. The budget ordinance shall specify the authority Department Directors will have in respect to changing their personnel budgets.
2. Benefits such as health insurance, life insurance, worker's compensation, and pension will be budgeted in each department.
3. During budget process, all personnel requests must be fully justified to show that they will either meet new program purposes or maintain or enhance service delivery. The City Manager shall approve all position additions.

C. BUDGET REDUCTIONS

In developing recommendations that may require operational reductions, departments should ensure that administrative and non-service areas have been reduced to the maximum extent possible. In general, any service reduction, which may be necessary, should include reductions in administrative functions, such as management/supervisory, payroll, or other support staff.

All reductions should include an overall review of management structure to ensure efficiency and economy of resources. Further, reductions should focus on positions most recently added and/or programs most recently augmented or identified as a non-core function.

Focus reductions in programs which are discretionary or where the service level is discretionary and are not mandated by charter or addressed in City's strategic plan.

D. REPLACEMENT OF ROLLING STOCK

An equipment management and replacement plan should be followed citywide to ensure systematic replacement of equipment and vehicles based on the particular life cycle. A replacement policy shall be adopted and established to ensure departments systematically replace equipment and vehicles, within the guidelines of the policy.

E. CAPITAL IMPROVEMENT PLAN

A five-year Capital Improvement Program (CIP) with three-year implementation schedules will be developed and submitted to Council for approval (Charter 5.08). The CIP must include:

1. A list of proposed capital improvements with cost estimates, methods of financing, recommended time schedules for each improvement and the estimated income or cost of maintaining the facilities to be constructed. CIP projects will be for infrastructure or facilities over \$50,000.
2. Capital projects presented in the CIP will show related operating and maintenance costs and will be considered during the operating budget evaluation. Departments shall have a plan developed with adequate funding for further repairs and replacement.
3. A balance of pay-as-you-go capital improvements versus financing will be evaluated taking various economic factors into consideration. It is financed through a combination of:
 - Revenue-supported debt
 - Tax-supported debt
 - Internally generated revenues

IX. OPERATING CONTINGENCY

The City appropriates a minimum of 3% of operating revenues in an operating contingency account, to address any unforeseen expenditures throughout the fiscal year. Withdrawing from the contingency account must have approval from the City Manager and must be utilized only for urgent and immediate repair or replacement of equipment or facilities.

The operating contingency of 3 % is to be implemented over a 5-year period with 1/12 of the annual general fund revenue moved each year.

X. RESERVES

An unrestricted general fund balance will be maintained to respond to emergencies equal to an average of three months of general fund expenditures.

Flexibility will be allowed in the use of fund balance, but its use should be prioritized in the following order:

1. Unforeseen events or emergencies
2. Future year capital expenditures

Funding of this reserve will come from one-time revenues, excess fund balance and revenues in excess of expenditures. The City shall implement this plan over a five-year period beginning with the passage of this policy.

Reserves shall be set aside each year in a Reserve Fund. Interest earned on the reserve funds may be incorporated into general fund revenue in excess of fund reserve levels.

XI. BUDGET ADOPTION

The budget shall be adopted by ordinance not later than the last day of the eleventh month of the fiscal year; but, in the event the budget is not adopted, it must be adopted no later than the fifteenth day of the twelfth month of the fiscal year according to the City Charter (Charter 5.05 (c); LGC Sec. 102.011). If the Council fails to adopt the budget by such date, the appropriation for personnel and essential operating supplies made in the previous year shall be extended until the new budget is adopted or as provided by state law.

XII. BUDGET CONTROLS

Budgetary controls and authority will be set at the object level. The department head is ultimately responsible for making sure his/her department does not go over budget.

XIII. MODIFICATIONS TO THE BUDGET

1. Department Heads are authorized to make line item adjustments up to \$5,000.00. Those exceeding this limit will require City Manager approval.
2. A budget amendment for personnel services appropriations or impacting revenue accounts requires the approval of the City Council by ordinance.
3. A budget modification must be approved prior to the occurrence of the expenditure except for emergency expenditures when approved by the City Manager and then ratified by the Council.
4. The City Manager shall have the authority to establish the budget for any capital projects that are approved by the Council.
5. Budget amendments submitted to Council shall be accompanied by an explanation from the department and a recommendation from the City Manager. The department's explanation must be sufficiently clear and provide sufficient detail for the members of Council to determine the need for the amendment.
6. The City Manager is authorized to establish budgets and staffing table changes for grants and similar awards when the applications for such grants and awards have been previously approved by the City Council or the City Manager. All grant applications requiring City Council approval shall be prepared in accordance with established procedures. The agenda item shall state clearly the type and amount of the required City match and the funding source of the grant match.

XIV. PERFORMANCE MEASURES

In addition to staffing and line item requests, department budgets should also include performance measures for each major function within the department. Performance measures are predicated on the expected outcomes of department services and programs and should focus on the most meaningful results.

They are used to indicate whether and to what extent departments are accomplishing a mandated mission and are tools for City administration to measure the effectiveness of services in order to make strategic decisions.

Performance measures are maintained for critical services over a period of time in order to show historical deviation, to establish a service standard, and for use as a benchmark of City services against those of other government entities. Performance measures must be updated annually at a minimum.

XV. COSTING GOVERNMENT SERVICES

The Finance Department will maintain a program to calculate the full cost of the different services the City provides. The full cost of a service encompasses all direct and indirect costs related to that service.

XVI. REPORTING

Departments will submit to the Finance Department an expenditure analysis no later than 10 days after the accounting period has been closed. The Finance Director will monitor expenditures monthly and report to Council on a monthly basis.

XVII. DISTINGUISHED BUDGET PRESENTATION

The City will seek to comply with suggested criteria of the Government Finance Officer's Association in producing a budget document that meets the Distinguished Budget Presentation criteria as policy document, as an operating guide, as a financial plan, and a communication device.

CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 7F

Department: Office of the City Manager

Sponsor: Megan Antrim, City Manager

Memo Prepared By: Megan Antrim, City Manager



Staff Recommendation: Approve

AGENDA ITEM

Approval of Resolution 2025-03-02, a resolution approving the Investment Policy for the Fiscal Year 2025-2026. (M. Antrim, City Manager)

EXECUTIVE SUMMARY

The City of Alpine Investment Policy establishes a comprehensive framework for the management and investment of public funds. The policy is designed to secure the safety of principal, provide competitive yields, and ensure sufficient liquidity to meet the city's daily cash flow needs—all while complying with federal, state, and local regulations, including the Public Funds Investment Act of Tex. Gov't Code Chapter 2256.

Policy Overview

- **Purpose & Scope:**

The policy's primary objective is to invest public funds prudently to achieve maximum security and an optimal yield. It applies to all City funds—including the General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Enterprise Funds, and others—ensuring that every dollar is managed in accordance with statutory requirements and city guidelines. Investments are structured to satisfy both short-term cash flow demands and long-term financial stability.

- **Investment Objectives & Strategies:**

Key investment principles outlined in the policy include:

- **Suitability & Safety:** Investments are selected based on their appropriateness for meeting the City's financial requirements and ensuring the preservation of principal.
- **Liquidity & Marketability:** The portfolio is maintained with sufficient liquidity and active secondary markets to meet anticipated cash needs.
- **Diversification & Yield:** A diversified investment portfolio mitigates market risk while striving to achieve competitive yields that meet or exceed benchmark rates, such as the yield on U.S. Treasury bills.

- **Management and Controls:**

The Director of Finance, designated as the Investment Officer, is entrusted with managing the investment portfolio under strict internal controls and established

procedures. The policy sets forth comprehensive guidelines covering delegated authority, conflict of interest, disclosure requirements, and ongoing training. Detailed procedures ensure proper competitive bidding, selection of financial institutions, and regular reporting of investment performance and compliance.

- **Authorized Investments and Limitations:**

The policy defines a list of authorized investment securities, specifies investment parameters for different fund groups (including investment pools, bond funds, and trust or escrowed funds), and establishes diversification limits to minimize risk. Prohibited investment options are clearly identified to protect the City's assets.

- **Internal Controls and Reporting:**

Robust internal controls and regular reporting are integral to the policy. Quarterly and annual reviews of investment transactions and portfolio performance are conducted to ensure adherence to the policy's standards. Additionally, the City Council reviews and approves the Investment Policy annually, ensuring that it remains aligned with evolving market conditions and statutory requirements.

No Changes Recommended

After thorough review, **no changes are being recommended** to the current Investment Policy. The existing framework is robust, effectively balances risk and return, and continues to meet the City's investment objectives while ensuring compliance with all regulatory requirements.

SUPPORTING MATERIALS

1. Resolution 2025-03-02 Investment Policy and Exhibit

BUDGET CONSIDERATIONS

Expenditure Required: N/A
Savings Anticipation: N/A
Current Budget FY 2024-2025: N/A
Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 2/24/2025
Approved - 2/24/2025
Final Approval - 2/24/2025

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

RESOLUTION 2025-03-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS
ADOPTING AN INVESTMENT POLICY FOR THE CITY OF ALPINE FY 2025-2026.**

WHEREAS, the City Council of the City of Alpine shall adopt an investment policy annually to ensure sound financial practices for public funds; and

WHEREAS, this investment policy shall comply with the Public Funds Investment Act, Chapter 2256, Texas Government Code; and

WHEREAS, the City Council desires to revisit the investment policy to ensure that it satisfactorily meets the requirements of the Public Funds Investment Act; and

WHEREAS, the City Council now deems it to be in the best interest of the City to approve the same policy approved on May 21, 2024.

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

SECTION I. The Investment Policy of the City hereto attached as Exhibit “A” and made a part hereof, is hereby approved as the official investment policy of the City of Alpine.

SECTION II. The Investment Policy shall be filed in the official records with the Office of the City Secretary for permanent recordation.

SECTION III. This Resolution is effective immediately upon its passage.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THE 4th DAY OF MARCH 2025.

APPROVE:

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

**EXHIBIT “A”
CITY OF ALPINE
Investment Policy**

SECTION: FINANCE POLICIES	INITIAL EFFECTIVE DATE: 12-10-2013
SUBJECT: INVESTMENTS	REVISION DATE: 06-16-2020
TITLE: INVESTMENT POLICY	REVISION DATE:

I. PURPOSE

It is the objective of the City of Alpine to invest public funds in a manner which will provide maximum security and the best commensurate yield while meeting the daily cash flow demands of the City and conforming to all federal, state, and local statutes, rules, and regulations governing the investment of public funds. This policy serves to satisfy the statutory requirements of defining and adopting a formal investment policy. The Policy and investment strategies shall be reviewed annually by the City Council who will formally approve any modifications. This Investment Policy, as approved, is in compliance with the provisions of the Public Funds Investment Act of Tex. Gov’t Code Chapter 2256.

II. SCOPE

A. This Investment Policy applies to the investment activities of the City of Alpine, Texas. All financial assets of all funds, including the General Fund, Special Revenue Funds, Debt Service Funds, Capital Project funds, Enterprise Funds and any other accounts of the City not specifically excluded in these policy guidelines are included. These funds are accounted for in the City’s Comprehensive Annual Financial Report (CAFR). These funds, as well as others that may be created from time-to-time, shall be administered in accordance with the provisions of this Policy. Some funds may be pooled for investment purposes.

In addition to this Policy, the investment of bond proceeds and other bond funds (including debt service and reserve funds) shall be governed and controlled by their governing ordinance and by the provisions of the Tax Reform Act of 1986, including all regulations and rulings promulgated thereunder and applicable to the issuance of tax – exempt obligations.

B. Funds covered by this Policy may include:

1. General Fund – used to account for resources traditionally associated with government, which are not required to be accounted for in another fund.
For Example: Pooled Checking
2. Special Revenue Funds – used to account for the proceeds from specific revenue sources which are restricted or committed to expenditures for specific purposes other than debt service or capital projects.
3. Debt Service Funds – used to account for resources to be used for the payment of principal, interest, and related costs on general obligation debt.
4. Capital Project Funds – used to account for resources to enable the acquisition or construction of major capital facilities which are not financed by enterprise funds, internal service funds, or trust funds.
5. Enterprise Funds – used to account for operations that are financed and operated in a manner similar to private business enterprises. For example: Water & Waste Water Utilities, Gas Utilities
6. Internal Service Funds – used to account for the cost of providing goods or services between City departments.
7. Trust and Agency Funds – used to account for assets held by the City in a trustee capacity or as an agent for individuals, private organizations, other governments, and/or other funds.
8. Bond Reserve Funds – funds set at prescribed levels by certain bond ordinances to pay principal and/or interest if required to prevent default.
9. New funds available for investment by the City, such as (but not limited to) resources associated with Public Improvement Districts or Tax Increment Financing Zones, unless specifically excluded herein.
10. Bond Funds – funds established with the proceeds from specific bond issues when it is determined that segregating these funds from the pooled funds' portfolio will result in maximum interest earning retention under the provisions of the Tax Reform Act of 1986.
11. Endowment Funds – funds given to the City with instructions that the principal is to remain intact, unless otherwise agreed to, and the income generated by the investments will be used for specified purposes.
12. Trust or Escrowed Funds – funds held outside the City by a trust or escrow agent but belonging to the City.

C. This Policy shall not govern funds, which are managed under separate investment programs in accordance with the Tex. Gov't Code Sec. 2256.004. The City Shall and will maintain responsibility for these funds to the extent required by federal and state law, and donor stipulations. This Policy also does not apply to monies held in escrow to retire bonds which are subject to defeasance requirements stated under their respective bond ordinances.

III. INVESTMENT OBJECTIVES AND STRATEGIES

It is the policy of the City that, giving due regard to the safety and risk of investments, all available funds shall be invested in conformance with federal and state regulations, applicable bond ordinance requirements, adopted Investment Policy and investment strategies.

In accordance with the Public Funds Investment Act, the following prioritized objectives (in order of importance) in accordance with the Tex. Gov't. Code Sec. 2256.005 (d) apply for each of the City's investment strategies.

- A. Suitability – Understanding the suitability of the investment to the financial requirements of the City is important. Any investment eligible in the Investment Policy is suitable for all City funds.
- B. Safety – Preservation and safety of principal are the primary objectives of the Investment Policy. All investments will be in high-quality securities with no perceived default risk.
- C. Liquidity – The City's investment portfolio will remain sufficiently liquid to meet operating requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets. Short-term investment pools and money market mutual funds provide daily liquidity and may be utilized as a competitive investment alternative to fixed income instruments.
- D. Marketability – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market "spreads" between the bid and offer prices of a particular security type of less than a quarter of a percentage point shall define an efficient secondary market.
- E. Diversification – Investment maturities shall be staggered to provide cash flow based on the anticipated needs of the City. Diversifying the appropriate maturity structure will reduce market cycle risk.
- F. Yield – Attaining a competitive market yield, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio, is the desired objective. The goal of the City's investment portfolio is to regularly meet or exceed the average rate of return on U.S. Treasury bills at a maturity level comparable to the portfolio's weighted average maturity in days. The yield of an equally weighted, rolling twelve month moving average of a one-year U.S. Treasury bill portfolio shall be the minimum yield objective or "benchmark". One-year U.S. Treasury bill information is derived from the Federal Reserve Statistical Release H.15 for constant maturities. A secondary objective will be to obtain a yield equal to or in excess of a local government investment pool or money market mutual fund.

The first measure of success in this area will be the attainment of enough income to offset inflationary increases. Although steps will be taken to obtain this goal, the City's staff will follow the "Prudent Person" statement relating to the standard of care that must be exercised when investing public funds as expressed in the Tex. Gov't Code Sec. 2256.006(a-b). The Investment Officer shall avoid any transaction that might impair public confidence in the City's ability to govern effectively. The governing body recognizes that in adequately diversifying the maturity structure within the portfolio to meet the City's expenditure needs, occasional measured unrealized losses due to market volatility and rising interest rates are inevitable, and must be considered within the context of the overall portfolio's investment return. The prudence of the investment decisions shall be measured in accordance with the tests set forth in the Tex. Gov't Code Sec. 2256.006(b)/.

IV. INVESTMENT STRATEGY FOR SPECIFIC FUND GROUPS

In order to better diversify, maximize interest earnings and otherwise meet stated objectives, fund groups may be combined into one or more internal investment pools. Although fund monies may be combined into a single asset portfolio, proportional fund ownership will be accounted for separately. The City maintains separate portfolios for some individual funds or groups of funds that are managed in accordance with the terms of this Policy and by the corresponding investment strategies listed below.

- A. Investment Pool Strategy – The City's Investment Pool is an aggregation of the majority of City funds which includes tax receipts, enterprise fund revenues, fine and fee revenues, reserve funds for outstanding utility system revenue bonds, as well as some, but not necessarily all, bond proceeds, grants, gifts and endowments. This portfolio is maintained to meet anticipated daily cash needs for the City's operations, capital projects and debt service. In order to ensure the ability of the City to meet obligations and to minimize potential liquidation losses, the dollar-weighted average stated maturity of the investment pool shall not exceed 1.5 years or 550 days. The objective of this portfolio is to:
1. Ensure safety of principal by investing in only high-quality securities for which a strong secondary market exists.
 2. Ensure that anticipated cash flow needs are matched with adequate investment liquidity.
 3. Limit credit risk and interest rate risk through diversification.
 - a. Credit Risk – The City will minimize credit risk, which is the risk of all or part of the investment due to the failure of the security issuer or backer, by:
 - i. Limiting investments to the types of securities listed in Section VII of this Investment Policy.

- ii. Pre-qualifying and conducting ongoing due diligence of the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business in accordance with Section IX.
 - iii. Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.
 - b. Interest Rate Risk – The City will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in the market interest rates, by:
 - i. Structuring the investment portfolio so that security maturities match cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
 - ii. Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting individual security maturity as well as the average maturity of the portfolio in accordance with this policy.
 - 4. Attain the best feasible yield commensurate with the objectives and restrictions set forth in this Policy by actively managing the portfolio to meet or exceed the twelve-month moving average yield on a one-year U.S. Treasury bill as derived from the Federal Reserve Statistical Release H.15 for constant maturities.
- B. Bond Funds Strategy – Occasionally, separate non-pooled portfolios are established with the proceeds from bond sales in order to maximize earnings within the constraints of arbitrage regulations. The objectives of the portfolio are to:
 - 1. Ensure safety of principal by investing in only high-quality securities for which a strong secondary market exists.
 - 2. Ensure that anticipated cash flow needs are matched with adequate investment liquidity.
 - 3. Limit market and credit risk through diversification.
 - 4. Attain the best feasible yield commensurate with the objectives and restrictions set forth in this Policy and bond ordinance by actively managing the portfolio to meet or exceed the bond yield.
- C. Trust or Escrowed Funds Strategy – Funds that are held outside the City by a trust or escrow agent but belonging to the City are governed by their respective trust or escrow agreement and are subject to the provisions of this Policy. The objectives of the portfolios are to:

1. Ensure safety of principal by investing in only high-quality securities for which a strong secondary market exists.
2. Ensure that anticipated cash flow needs are matched with adequate investment liquidity.
3. Limit market and credit risk through diversification.
4. Attain the best feasible yield commensurate with the objectives and restrictions set forth in the Policy and the trust/escrow agreement.

V. DELEGATION OF AUTHORITY

Authority to manage the investment program is granted to the Director of Finance, hereinafter referred to as the Investment Officer and the City Manager, as set by this Investment Policy. Responsibility for the operation of the investment program is hereby delegated to the Investment Officer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. At a minimum, procedures should include references to the following: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and procedures established by the Investment Officer or City Manager. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. The City Manager, Director of Finance, Mayor, City Council, and other Finance Department employees shall be personally indemnified in the event of investment loss provided the Investment Policy has been followed.

VI. RESPONSIBILITY AND STANDARD OF CARE

- A. Delegation and Training – The Investment Officer and department designees will use this Policy as the primary guidelines for the City’s investment program, procedures, and internal control issues. The Director of Finance who oversees financial operations is designated as the Investment Officer, pursuant to Tex. Gov’t Code Sec. 2256.005(f). Upon taking office or assuming duties, the Investment Officer of the City of Alpine shall attend at least one PFIA training session within 12 months. Thereafter, ten (10) hours of investment training relating to the officer’s responsibilities will be taken once every two years. The investment training session shall be provided by an independent source approved by this policy. For purposes of this policy, an “independent source” from which investment training shall be obtained shall include a professional organization with whom the City may engage in an

investment transaction. Thus, these independent sources will be training sessions sponsored, accredited or endorsed by the Government Treasurers Organization of Texas (GTOT), Center for Public Management at the University of North Texas (UNT), Government Finance Officers Association of Texas (GFOAT), Texas Municipal League (TML), North Central Texas Council of Governments (NCTCOG), Association of Public Treasurers United States & Canada (APT US & C), and Government Finance Officers' Association (GFOA).

- B. Conflicts of Interest – All participants in the investment process shall seek to act responsibly as custodians of public assets. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.
- C. Disclosure – Anyone involved in investing City Funds shall file with the Investment Officer a statement disclosing any personal business relationship with a business organization offering to engage in investment transactions with the City or is related within the second degree by affinity or consanguinity as determined under the Tex. Gov't. Code Ch. 573, to an individual seeking to transact investment business with the City. A disclosure statement must also be filed with the Texas Ethics Commission and the City Council. An Investment Officer or other employee has a personal business relationship with a business organization if any of the following three conditions are met:
 - 1. The Investment Officer or employee owns 10% or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization.
 - 2. Funds received by the Investment Officer or employee from the business organization exceed 10% of the investment officer's gross income for the prior year.
 - 3. The Investment Officer or employee has acquired from the business organization during the prior year investments with a book value of \$2,500 or more for their personal account.
- D. Prudence – The standard of prudence to be used by the investment officials shall be the "Prudent Person Rule", as set forth in Tex. Gov't. Code Dec. 2256.006, and will be applied in the context of managing an overall portfolio: "Investments shall be made with judgment and care under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investments, considering the probable safety of their capital as well as the probable income to be derived."

Investment officials acting in accordance with the Investment Policy and exercising due diligence shall be relieved of personal responsibilities for an individual security's credit risk or market price change, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than consideration as to the prudence of a single investment and whether the investment decision was consistent with the City's Investment Policy.

E. Reporting

Quarterly – The first month of each quarter, the Investment Officer shall prepare and submit to the City Council a written report of investment transactions for all funds covered by this Policy for the preceding reporting period and contain all of the information required by Section 2256.023.

Annually – The City Council shall review and approve the Investment Policy and investment strategies at least annually and be documented by Resolution which shall include any changes made.

Compliance Audit – The City's external independent auditor will conduct an annual review of the quarterly reports in conjunction with the annual financial audit. The results of the audit will be reported to City Council. The audit will also review compliance with management controls on investments and adherence to this Policy.

- F. Performance Standards – The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis. The benchmarks shall be reflective of the actual securities being purchased and risks undertaken and the benchmarks shall have a similar weighted average maturity as the portfolio
- G. Marking to Market – The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed consistent with GFOA Recommended

Practice on “Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools.” In defining market value, considerations should be given to GASB Statement 31 pronouncement.

- H. The guidelines of retaining records for seven years as recommended in the Texas State Library Municipal Records Manual should be followed with respect to the investment of funds other than bond proceeds. The Investment Officer shall oversee the filing and/or storing of investment records.

VII. SUTABLE AND AUTHORIZED INVESTMENT SECURITIES

- A. Active Portfolio Management – The City intends to pursue an active versus a passive investment management philosophy. That is, securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. In addition, the Investment Officer may at times restrict or prohibit the purchase of specific types of investments or issuers due to current market conditions.

The City shall take all prudent measures consistent with this Investment Policy to liquidate an investment that no longer meets the required minimum rating standards, as per the Tex. Gov’t. Code Sec. 2256.021. However, if it is determined by the Investment Officer that the City would benefit from holding the securities to maturity to recapture its initial investment then the Investment Officer may act accordingly. The City is not required to liquidate investments that were authorized investments at the time of purchase. (Tex. Gov’t. Code Sec. 2256.017)

- B. Authorized Investments – City funds governed by this Policy may be invested in instruments described below, all of which are authorized by the Public Funds Investment Act (PFIA).
 - 1. Direct Obligations of the United States of America, its agencies and instrumentalities (maturing in less than five years).
 - 2. Other obligations, the principal and interest of which are unconditionally guaranteed or issued by, or backed by the full faith and credit of, the United States of America, or any obligation fully guaranteed or insured by the Federal Deposit Insurance Corporation (maturing in less than five years).
 - 3. Direct obligations of the State of Texas or its agencies thereof, Counties, Cities, and other political subdivisions rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent (maturing in less than two years).

4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas, rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent (maturing in less than two years).
5. Fully insured or collateralized certificates of deposit/share certificates issued by state and national banks or savings bank or a federal or state credit union (having its main or branch office in Texas) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; and secured by obligations in accordance with Section XII herein (maturing in less than two years).

In addition to the City's authority to invest funds in certificates or deposit and share certificates stated above, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under Tex. Gov't. Code Sec. 2256.010(b): (1) the funds are invested by the City through a clearing broker registered with the Securities and Exchange Commission (SEC) and operating pursuant to SEC rule 15c3-3 (17 C.F.R. Section 240.15c3-3) with its main office or branch office in Texas and selected from a list adopted by the City Council as required by Section 2256.025; or a depository institution that has its main office or a branch office in this state and that is selected by the City Council; (2) the selected broker or depository institution arranges for the deposit of funds in certificates of deposit in one or more federally insured depository institutions, wherever located for the account of the City; (3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; (4) the selected broker or depository institution acts as custodian for the City with respect to certificates of deposit issued for the account of the City.

6. Commercial paper that has a stated maturity of 270 days or less from the date of issuance and is rated A-1 or P-1 or an equivalent rating by at least two nationally recognized rating agencies.
7. Public (local) fund investment pools with a dollar weighted average maturity of 60 days or less. The pool must be approved through resolution by the City Council to provide services to the City and be continuously rated no lower than Aaa or AAAM or at an equivalent rating by at least one nationally recognized rating service. A public funds investment pool created to function as a money market mutual fund must "mark to market" daily and stabilize at a \$1 net asset value.

To be eligible to receive funds from and invest funds on behalf of the City, an investment pool must furnish to the Investment Officer or other authorized representative an offering circular or other similar disclosure instrument that contains information required by the Tex. Gov't. Code Sec. 2256.016. Investments will be made in a local government investment pool only after a

thorough investigation of the pool and approval by the City Council which shall at least annually review, revise and adopt the local government investment pool(s).

8. A Securities and Exchange Commission (SEC) registered, no load money market mutual fund which has a dollar weighted average stated maturity of 60 days or less and whose investment objectives includes the maintenance of a stable net asset value of \$1 for each share. Furthermore, it must be rated not less than Aaa, AAAM or an equivalent rating by at least one nationally recognized rating service and the City must be provided with a prospectus and other information required by the SEC Act of 1934 or the Investment Company Act of 1940. Investments will be made in a money market mutual fund only after a thorough investigation of the fund and approval by the Investment Officer which shall, at least annually, review, revise and adopt the money market mutual fund(s).

C. Prohibited Investments – The City’s authorized investment options are more restrictive than those allowed by state law. Furthermore, this Policy specifically prohibits investment in the securities listed below:

1. Obligations, whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
2. Obligations whose payments represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
3. All collateralized mortgage obligations
4. Reverse repurchase agreements.

D. Diversification – It is the policy of the City to diversify its investment portfolios. The diversification will protect interest income from the volatility of interest rates and the avoidance of undue concentration of assets in a specific maturity sector; therefore, portfolio maturities shall be staggered. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Risk of market price volatility shall be controlled through maturity diversification and by controlling unacceptable maturity extensions and a mismatch of liabilities and assets. The maturity extension will be controlled by limiting the weighted average maturity of the internal investment pool portfolio to 550 days. All long-term maturities will be intended to cover long-term liabilities. In addition, at least five (5) percent of the funds in the investment pool portfolio will be liquid at all times. Investment pool liquidity, which consists of immediately available funds, is defined as shares in a local government investment pool and money market mutual fund, as well as bank demand deposit balances. Although there is no maximum defined portfolio liquidity position, it is the intent of this Policy to seek out higher yielding

alternative investments in accordance with the prioritized objectives or preservation and safety of principal, meeting liquidity needs and yield enhancement as stated throughout the Public Funds Investment Act.

2. The Investment Officer and City Manager shall establish strategies and guidelines for the percentage of the total portfolio that may be invested in U.S. Treasury securities, federal agencies/instrumentalities, and insured/collateralized certificates of deposit and other securities or obligations. The Investment Officer shall conduct an annual review of these guidelines, and shall evaluate the probability of market and default risk in various investment sectors as part of its considerations.
3. Risk of principal loss in the portfolio as a whole shall be minimized by diversifying investment types according to the following limitations based on book values:

<u>Investment Type</u>	<u>% of Portfolio</u>
• U.S. Government Treasury Notes/Bills & Obligations	100%
• U.S. Government Agencies & Instrumentalities	100%
• State of Texas Obligations, Agencies & Local Gov't.	15%
• Local Government Investment Pools	75%
• Certificates of Deposit (fully insured or collateralized)	75%
• U.S. Money Market Mutual Fund	35%
• Callable U.S. Agencies/Instrumentalities	20%
• Commercial Paper	5%

By Institution

- | | |
|--|------------------|
| • Collateralized Certificates of Deposit | No more than 25% |
| • ALL Other (except U.S. Treasuries) | No more than 35% |

4. Purchases of securities with stated maturities greater than the maximum authorized under Section VII.B require prior City Council approval.

VIII. COMPETITIVE BIDDING

It is the policy of the City to require competitive bidding for all individual security purchases and sales, as well as for certificates of deposit. Exceptions include:

- A. Transactions with money market mutual funds and local government investment pools which are deemed to be made at prevailing market rates.

- B. Treasury and agency securities purchased as new issues through an approved broker/dealer, financial institution or investment advisor.
- C. Automatic overnight “sweep” transactions with the City’s depository bank.

Bids or offers must be solicited for all other transactions involving individual securities. The City’s investment advisor is also required to solicit bids or offers when transacting trades on the City’s behalf. In situations where the exact security is not offered by other broker/dealers, offers on the closest comparable investment may be used to establish a fair market price for the security. In the case of a certificate of deposit purchase, at least two other offers should be solicited to provide a comparison. When few, if any, banks wish to participate then staff may use another authorized investment of similar maturity for evaluation purposes. The quotes may be accepted orally, in writing, electronically, or any combination of these methods. The Investment Officer may approve exceptions on a case by case basis or on a general basis in the form of guidelines. These guidelines shall take into consideration the investment type, maturity date, amount and potential disruptiveness to the City’s investment strategy.

IX. SELECTION OF BANKS, BROKERS/DEALERS AND INVESTMENT ADVISOR

- A. Depository – City Council shall, by ordinance, “select and designate one or more banking institutions as the depository for the monies and funds of the City” in accordance with the requirement of Tex. Loc. Gov’t. Code Ch. 105. At least every five (5) years a depository shall be selected through the City’s banking services procurement process, which shall include a format request for proposal (RFP). The selection of a depository will be determined by a competitive process and evaluated on the following criteria:
 - 1. Qualified as a depository for public funds in accordance with state and local laws.
 - 2. Provided requested information or financial statements for the periods specified.
 - 3. Complied with all requirements in the banking RFP.
 - 4. Completed responses to all required items on the proposal form.

5. Offered lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
 6. Met credit worthiness and financial standards.
- B. Investment Broker/Dealers – If the City has not retained an investment advisor, then the Investment Officer shall be responsible for adopting the list of qualified brokers/dealers and financial institutions authorized to engage in investment transactions with the City. Authorized firms may include primary dealers or regional broker/dealers that qualify under SEC Rule 15C3-1 (uniform net capital rule) and qualified depositories as established by the Tex. Loc. Gov't. Code Ch. 105. The Investment Officer shall base its evaluation of security broker/dealers and financial institutions upon:
1. Financial condition, strength and capability to fulfill commitments.
 2. Overall reputation with other broker/dealers or investors.
 3. Regulatory status of the broker/dealer.
 4. Background and expertise of the individual representatives.
 5. Ability to provide additional advisory services.

The Investment Officer must annually review the list of qualified broker/dealers authorized to engage in investment transactions with the City. Investment Officers, or their authorized representatives, shall not conduct business with any firm with whom public entities have sustained realized losses on investments or whose name has removed from an approved list. All qualified broker/dealers shall provide the City with referenced from public entities which they are currently serving.

- C. Investment Advisor – The City may retain the services of an investment advisory firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to assist in the review of cash flow requirements, the formulation of investment strategies, and the execution of security purchases, sales, and deliveries. The investment advisory contract with the City may not be for a term longer than two years and its renewal or extension must be approved by City Council by ordinance or resolution as required by the Tex. Gov't Code Sec. 2256.003(b).
- D. Compliance – A qualified representative from any firm offering to engage in investment transactions with the City is required to sign a written instrument upon receiving and reviewing a copy of the City's Investment Policy. Investments shall only be made with those business organizations (including money market

mutual funds and local government investment pools) which have provided the City with this written instrument executed by a qualified representative of the firm, acknowledging that the business organization has:

1. Received and reviewed the City's Investment Policy.
2. Implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.
3. If the City has contracted with an investment advisor, the advisor shall be responsible for performing financial due diligence on the City's behalf. On an annual basis, the advisor will provide the City with a list of its authorized broker/dealers, as well as the required written instrument described above.

X. COLLATERALIZATION, SAFEKEEPING AND CUSTODY

- A. Collateralization – The City requires that all uninsured collected balances plus accrued interest, if any, in depository accounts be secured in accordance with the requirements of state law. Financial institutions serving as City depositories will be required to sign a depository agreement with the City which details eligible collateral, collateralization ratios, standards for collateral custody and control, collateral valuation, rights of substitution and conditions for agreement termination.

The City requires that all uninsured certificates of deposit plus accrued interest held with a depository be secured in accordance with the requirements of state law. Financial institutions will be required to sign a written depository and security agreement which stipulates eligible collateral, collateralization ratios, standards for collateral custody and control, collateral valuation, rights of substitution, and conditions for agreement termination.

Collateral will always be held by an independent third party with which the City has a current custodial agreement and shall be reviewed at least monthly to ensure that the market value of the pledged securities is adequate. All deposits and investments of City Funds, other than direct security purchases, money market mutual funds and local government investment pools shall be secured by pledged collateral set at no less than 102 percent of the market value of principal and accrued interest on the deposits or investments less an amount insured by FDIC. Eligible collateral to secure the City's deposits include:

1. Direct obligations of the United States government.

2. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith credit of, the United States government.
3. Direct obligations of agencies or instrumentalities of the United States government, including letters of credit.
4. Cash

The City will reject adjustable rate mortgages (ARMs), collateralized mortgage obligations (CMOs), step – ups, variable rate instruments (except U.S. Treasury inflation protected securities), or securities that are not found on common pricing systems.

- B. Safekeeping and Custody – Safekeeping and custody of the City’s investment shall be in accordance with state law. All security transactions, except local government investment pool and money market mutual fund transactions, shall be conducted on a delivery versus payment (DVP) basis. Investment securities will be held by a third-party custodian designated by the City and be required to issue safekeeping confirmation notices to the City clearly detailing that the securities are owned by the City.

Safekeeping and custody of collateral pledged to the City shall be in accordance with state law. Collateral will be held by a third-party custodian designated by the City. The custodian is required to issue safekeeping confirmation notices to the City clearly showing that the securities are pledged to the City.

- C. Subject to Audit – All collateral shall be subject to inspection and audit by the Director of Finance, or designee, as well as the City’s independent auditors.

XI. MANAGEMENT AND INTERNAL CONTROLS

Controls shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees or Investment Officers of the City.

Controls and managerial emphasis deemed most important that shall be employed include the following:

Imperative Controls

- Custodian safekeeping confirmation notices records management.
- Avoidance of bearer-form securities

- Documentation of investment bidding events
- Written confirmation of telephone transactions
- Reconcilements and comparisons of security confirmation notices with the investment records
- Compliance with Investment Policy
- Verification of all interest income and security purchase and sell computations

Controls Where Practical

- Control of Collusion
- Separation of duties
- Separation of transaction authority between Accounting and Record-Keeping
- Clear delegation of authority
- Accurate and timely reports
- Validation of investment maturity decisions with supporting cash flow data
- Adequate training and development of Investment Officers and staff authorized to execute investment transactions
- Review of financial conditions of all brokers/dealers and depository institutions
- Access to information about market conditions, changes and trends that require adjustments to investment strategies

XII. INVESTMENT POLICY ADOPTION

The Investment Policy shall be formally approved and adopted by Resolution of the City Council and reviewed annually for effectiveness in accordance with the provisions of the Public Funds Investment Act of the Texas Government Code Chapter 2256.

CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 7G

Department: Office of the City Manager

Sponsor: Megan Antrim, City Manager

Memo Prepared By: Megan Antrim, City Manager



Staff Recommendation: Approve

AGENDA ITEM

Approval of Resolution 2025-03-03, a resolution approving the Financial Policy Fiscal Year 2025-2026. (M. Antrim, City Manager)

EXECUTIVE SUMMARY

The City of Alpine's Financial Policy outlines a comprehensive framework for managing public funds with integrity, prudence, and full disclosure. This policy is designed to ensure a long-term stable and positive financial condition by establishing clear guidelines for revenue generation, expenditure control, budgeting, asset management, and debt financing.

Key Components

- **Revenue Management:**

The policy delineates various revenue sources—including property taxes, sales taxes, hotel/motel occupancy taxes, grants, donations, interest earnings, and enterprise fund income. Emphasis is placed on maintaining high collection rates (e.g., a 98% collection rate for property taxes) and ensuring that one-time or unpredictable revenue sources are used only for their designated purposes.

- **Expenditure Controls:**

Expenditures are strictly budgeted on a current funding basis. Detailed purchasing methods and approval thresholds ensure that spending remains within the limits of current revenues and previously accumulated fund balances. Emergency purchasing procedures are also in place to address unforeseen needs without compromising fiscal stability.

- **Financial Conditions, Reserves, and Stability:**

The policy establishes targets for fund balances and reserves across various funds (General Fund, Water/Wastewater, Gas, Airport, etc.) to safeguard the City's creditworthiness and to provide contingency funds for emergencies. A structured reserve account is implemented through phased transfers from annual revenues.

- **Budget Appropriation and Control:**

A rigorous annual budgeting process, including public hearings and performance benchmarks, ensures that appropriations are aligned with City Council goals and that

departmental expenditures are continuously monitored. Monthly reviews and a detailed Revenues/Expenses report support proactive management.

- **Accounting, Auditing, and Financial Reporting:**

The City adheres to GAAP and GASB standards, with strong internal controls and annual external audits. Timely financial reporting is provided to City Council to maintain transparency and accountability.

- **Capital Assets and Improvements:**

Capital projects are managed through a long-term planning process that evaluates replacement needs, renovation requirements, and new projects. The policy includes criteria for capitalization, funding sources, and prioritization of projects to ensure sustainable infrastructure management.

- **Debt Management:**

Guidelines for issuing and managing debt—including Certificates of Obligation, General Obligation Bonds, and Revenue Bonds—are established to finance capital projects without impacting current operating expenditures. The policy emphasizes affordability, competitive bidding, strict debt structure standards, and compliance with legal requirements to maintain favorable bond ratings and inter-generational equity.

No Changes Recommended

After a comprehensive review, **no changes are being recommended** to the current Financial Policy. The existing framework effectively addresses the City’s needs for prudent revenue management, controlled expenditures, robust budgeting practices, and sustainable debt financing. It continues to provide a solid foundation for maintaining fiscal stability and accountability.

SUPPORTING MATERIALS

1. Resolution 2025-03-03 Financial Policy and Exhibit

BUDGET CONSIDERATIONS

Expenditure Required: N/A
Savings Anticipation: N/A
Current Budget FY 2024-2025: N/A
Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary

Approved - 2/24/2025
Approved - 2/24/2025

Megan Antrim, City Manager

Final Approval - 2/25/2025

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

RESOLUTION 2025-03-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS
ADOPTING A FINANCIAL POLICY FOR THE CITY.**

WHEREAS, the City Council of the City of Alpine has the responsibility of managing public funds appropriately; and

WHEREAS, financial policies have many benefits in assisting the City Council and City staff with the sound financial management of the City; and

WHEREAS, financial policies also assist in promoting efficient financial management practices designed to meet City goals and objectives; and

WHEREAS, the City Council approved the previous financial policy on July 5, 2022, approved the policy without changes on June 20, 2023 and May 21, 2024, and now deems it to be in the best interest of the City to revisit the policy to ensure that the policy satisfactorily meets the standards of the City.

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

SECTION I. The Financial Policy of the City hereto attached as Exhibit “A” and made a part hereof, is hereby approved as the official financial policy of the City of Alpine.

SECTION II. The Financial Policy shall be filed in the official records with the Office of the City Secretary for permanent recordation.

SECTION III. This Resolution is effective immediately upon its passage.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THE 4th DAY OF MARCH 2025.

APPROVE:

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

Exhibit “A”
City of Alpine
Financial Policy

The City has an important responsibility to its citizens to carefully account for public funds, prudently manage municipal finances, and to plan for the adequate funding of services desired by the public. These financial policies enable the City to achieve a long – term stable and positive financial condition by exercising integrity, prudence, responsible stewardship, planning, accountability, and full and continuous disclosure.

A. REVENUES

Property Tax: All taxable property within the City is subject to the assessment, levy, and collection by the City of a continuing, direct annual ad valorem tax. The ad valorem tax is sufficient to provide payment of principal and interest on all ad valorem tax debt and for operations and maintenance costs as allowed by V.T.C.A. Tax Code § 302.001 (c). An average collection rate of at least 98 percent of current levy shall be maintained.

Sales Tax: The State imposes a 6.25 percent sale and use tax on all retail sales, leases and rentals of most goods, as well as taxable services (a list of taxable services is provided on the State Comptrollers website). Local taxing jurisdictions (cities, counties, special purpose districts and transit authorities) can also impose up to 2 percent sales and use tax for a maximum combined rate of 8.25 percent. The City of Alpine imposes 1.5 percent and Brewster County imposes the other .5 percent for a total of 2 percent. Collection and enforcement of the City’s sales tax is handled through the offices of the Comptroller of Public Accounts, State of Texas, who remits the proceeds of the tax to the City on a monthly basis, after deduction of a two percent service fee.

Donations/Contributions: Donations from individuals and/or groups are managed in accordance with intended use and restrictions. Assets donated or dedicated to the city are managed as directed by City Council. Assets are to be recorded at estimated fair market value at time of transfer.

Interest Earnings: Investments are managed in accordance with the City of Alpine Investment Policy.

Grants: The City applies for grants that are consistent with the objectives and high priority needs identifies by the City Council. The potential for incurring ongoing costs, including the assumption of support for grant funded positions from local revenue, will be considered prior to applying for a grant. The City recovers indirect costs whenever possible. All grant applications are reviewed for their cash match requirements, their potential impact on the operating budget, and the extent to which they meet City policies. Funding sources for local matches will be identified prior to the application process. The City terminates grant funded programs and associated positions when grant funds expire unless an alternate funding source is identified.

Hotel/Motel Occupancy Tax: Hotel/Motel Occupancy tax is 13 percent of the cost of a room night for hotels, motels, bread and breakfasts, and AirBnb's within the City. There is an amount of six percent that is remitted to the State of Texas and seven percent that is remitted to the City. Hotel/Motel taxes are allocated in accordance with Chapter 90, Article III, Section 90-86 – 90-98 of the City Ordinances. A detailed allocation is provided in the Operating Budget. Changes to this allocation must be approved by City Council.

Enterprise Funds: Enterprise funds are self – supporting from their own source rates, fees, and charges. Cost recovery includes direct operating and maintenance expense, indirect cost recovery, in – lieu of transfers to the General Fund for property taxes and franchise fee payments, capital expenditures and debt service payments, where appropriate. Rate models are maintained to identify all sources and uses of funds and provide a 10-year planning tool for rate setting. Rate increases are proposed for consideration to City Council during the annual budget process.

Collections: The City utilizes a collection firm to collect delinquent property tax revenues. City Council reviews annual the progress of collections.

Uncollectible Debts – Account Write Off: The City shall monitor payments due to the City (accounts receivable) and periodically write-off accounts where collection efforts have been exhausted and or/collection efforts are not feasible or cost effective.

One-Time/Unpredictable Revenue Sources: One-time, unpredictable revenue sources should not be used for ongoing expenses/expenditures. One-time, unpredictable revenue sources will be used for one-time purchases such as increased in fund balance requirements, capital equipment purchases, capital improvements, etc.

Other Revenue Collections: The City monitors and minimizes administrative costs necessary to generate revenues. Delinquent accounts and insufficient checks are turned over to an outside collections agency for collection. As collections are made, the collection agency remits the payments (net of fees) to the City. If insufficient checks are uncollectable, they are returned to the City and turned over to the District Attorney's office for collection. Collection efforts for overdue payments are pursued to the fullest extent of the law.

B. EXPENDITURES

The City operates on a current funding basis. Expenditures are budgeted and controlled so as not to exceed an amount equal to current revenues plus the planned use of appropriable net position accumulated through prior years savings. (Appropriable net position is guided by the Appropriable Net position policy in section C.)

City staff and City management review expenditures on a monthly basis, at a minimum, to ensure that expenditures track budget projections. If at any time operating deficit exists or is projected, corrective action will be recommended. Corrective action may include, but is not limited to, a hiring freeze, expenditure reductions, fee increases, or use of fund balance.

Expenditure deferrals to the following fiscal year, short-term loan, or use of one-time revenue sources will be avoided as attempts to balance the budget.

Purchasing

Purchasing functions include two important aspects:

1. The control aspect or commitment to full compliance with State purchasing statutes, which serve to maintain the public's confidence and trust in all contracting activities.
2. The service commitment of the Finance Department to each City Department.

Purchasing Methods

1. Routine Purchases – Departments may issue purchase orders for all allowable purchases on behalf of the City of Alpine. Purchases must include all necessary documentation to process. Documentation includes, but not limited to, quotes, purchase orders, invoices, tear sheets, contracts, copies of minutes, City reimbursement/travel forms, and all authorized signatures.
 - a.

<u>Amount</u>	<u>Approval Requirements</u>
\$0 - \$2,500	Department Director or Director Designee
\$2,501-\$10,000	Department Director, Finance Director (and three quotes)
\$10,001 – \$50,000	Department Director, Finance Director and City Manager (and three quotes)
\$50,001 +	Department Director, Finance Director, City Manager and City Council
 - b. Departments may make purchases for which there is an approved budget and when the item does not require technical or administrative review by specific departments (i.e. computer hardware and software, radio equipment, telecommunication equipment, fleet vehicle/equipment supplies and services, printing/ reproduction services).
2. Credit Card Purchases– Purchases using City issued credit cards are subject to procedures outlined in the Credit Card Policy adopted and reviewed by City Council.
3. The City of Alpine will follow the State of Texas Purchasing and Procurement laws that pertain to cities competitive bidding procedures under V.T.C.A. Local Government Code Chapter 252.
4. The City Manager shall obtain prior authorization for payment of any bill or obligation owed by the City that has not been previously approved in the City's budget.
5. Emergency Purchases – An emergency condition creates an immediate and serious need for materials, services, or construction that cannot be met through normal procurement methods and that seriously threatens the functioning of the City or the protection of

property or the health or safety of any person. In order to qualify as an emergency purchase, one of the following conditions must apply, as provided by Section 252.022 of the TLGC, as amended:

1. A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality.
2. A procurement necessary to preserve or protect the public health or safety of the municipality's residents; or
3. A procurement necessary because of unforeseen damage to public machinery, equipment or other property.

Department supervisors or designees may purchase goods or services and then follow up later with purchases orders describing the emergency along with an invoice(s) indicating the receipt of goods or services.

When an emergency has been declared that qualifies for reimbursement under the Federal Emergency Management Agency (FEMA), the Finance Department will be notified. The Finance Department will assign the emergency subsidiary accounts and apply all purchases under the appropriate accounts. Department heads are responsible for including the appropriate emergency subsidiary account for any items directly related to the emergency.

Additional information regarding purchases may be found in the Purchasing Policy.

C. Financial Conditions, Reserves, and Stability Ratios

Fund Balance Net Position – when fund resources exceed uses, the result is fund balance accumulations for governmental funds and net position for proprietary funds. Reserves are maintained in fund balances/net position, at levels sufficient to protect the City's creditworthiness and to provide contingency funds in the event of emergency and/or unforeseen cash outlays. City Council may create reserves by taking action to set funds aside for a specific purpose or according to legal restrictions on the use of assets. Designation of fund balance/reserves are made when the appropriate level of management requests an amount, purpose, and timeframe for the designation. Designations are not authoritative and may not be reallocated at any time. Reserves require City Council action to reallocate.

Reserve accounts will be implemented over a two (2), three (3) year, or five (5) year period. The first year 1/12 of the annual revenue will be moved to the reserve account from each established fund. Funds will be transferred in February of each year, if permitted. In years two (2), three (3), four (4), and five (5) the same 1/12 of the annual revenue will be moved. The following years the reserve account will be maintained at the established percentage.

1. General Fund – City targets an unrestricted fund balance in an amount equal to at least 10 percent of the regular General Fund operating revenues to meet unanticipated contingencies and fluctuations in revenue.

- a. GF – Contingency reserve – the City targets to maintain a three (3) percent (of the annual revenue) contingency fund for emergency purchases.
2. Water/ Wastewater/ Solid Waste Funds – the City targets appropriable net position in the Water and Wastewater funds in the amount equal to 15 percent of regular operating revenues. A rate model shall be established and reviewed in order to properly project revenues, operating and capital disbursements, debt service requirements, and transfers in/out. The model determines the rate necessary to yield the targeted ending balance and possible future rate increases.
 - a. The City targets to set aside 2 percent of the annual revenue from Water and Wastewater annually for capital infrastructure improvements.
 - b. The City targets to set aside 2 percent of the annual revenue from Solid Waste annually for the purpose of covering the City’s landfill sites when solid waste is no longer accepted and to perform certain maintenance and monitoring functions at the site.
3. Gas Funds – the City targets appropriable net position in the Gas funds in the amount equal to 15 percent of regular operating revenues. A rate model shall be established and reviewed in order to properly project revenues, operating and capital disbursements, debt service requirements, and transfers in/out. The model determines the rate necessary to yield the targeted ending balance and possible future rate increases.
 - a. The City targets to set aside 2 percent of the annual revenue from the Gas funds for the purpose of capital improvements.
4. Airport Fund – City targets appropriable net position in the Airport fund in the amount equal to 10 percent of the regular operating revenues to meet capital project needs.
5. HOT Fund – the City targets to set aside 2 percent of the annual revenue from HOT funds for the purpose of capital improvements.
6. Interest and Sinking – the City targets appropriable net position in the Interest and Sinking in an amount equal to 2 percent of regular operating revenues.

Self – Insurance Health Fund – Prior to October 2020, the City’s health insurance plan ~~is~~ was self – insured under Texas Municipal League IEBP. Funding for the health plan ~~is~~ was derived from charges to departments on a per employee basis. In October 2020, the City switched to a fully funded health insurance program and directly charges departments and employees for health insurance coverage. The fund is no longer funded through City and employee contributions. The Self-Insurance Health Fund is being utilized to cover the premiums and claims of the Health Reimbursement Arrangement (HRA) program established in October 2020 for employees.

Investments – The City’s principal investment objectives are:

1. Compliance – with all Federal, State, and other legal requirements (includes but is not limited to Chapter 2256 “Public Funds Investment Act” as amended and Chapter 2257 “Public Funds Collateral Act” as amended, of the Texas Government Code.)
2. Safety – Preservation of capital and protection of investment principal.
3. Liquidity – Maintenance of sufficient liquidity to meet anticipated disbursements and cash flows.
4. Diversification – Maintenance of diversity in market sector and maturity to minimize risk in a particular sector.
5. Yield – Attainment of a market rate of return equal to or higher than the benchmark performance established by the Investment Committee.

The City has a formal written investment policy that is reviewed annually and approved by City Council. The Investment Committee meets annually to monitor investment policies and results. Written reports are provided to Council on a quarterly basis.

Retirement Plans – Each qualified employee is included in the City’s retirement plan – Texas Municipal Retirement System. TMRS is a statewide agent multiple -employee retirement system that provides pension benefits through a nontraditional joint contributory, defined contribution plan. The City does not maintain accounting records, hold the investments or administer the fund. Funds are appropriated annually to meet the actuarially determined funding levels of the plan. The City also provides qualified volunteer firefighters with retirement through the Texas Emergency Services Retirement System. TESRS maintains accounting records, holds investments and administers the fund.

Inventories – Inventories in Enterprise funds consist of expendable supplies held for consumption. Inventories are valued at cost using the average cost method of valuation and when issued, it is accounted for using the consumption method. The targeted inventory turnover ratio is set at 2 times. Therefore, if an inventory item is not sold and replaced 2 times during a year, it is evaluated to determine if there is sufficient need to keep the item in stock.

D. Budget Appropriation/Control

Budget controls are designed to ensure compliance with legal provisions embodied in the annual appropriated budget approved by City Council. Activities of the General Fund are included in the annual appropriated budget. Financial plans are adopted for capital program funds. The City follows all State, Federal, and Charter guidelines in the development of the City’s budget.

A budget amendment/supplement must be approved by City Council, if actual expenditures will exceed total budget. Fund appropriations of the City Council are allocated to programs, offices, departments, divisions, and projects by the City Manager.

The City’s budget is adopted annually. Each department develops and maintains a mission to implement City Council goals and objectives. Performance benchmarks and activity measures are developed as part of the budget process that measure and track actual performance to budget

benchmarks. When performance measures are developed, resources necessary to achieve the performance are estimated and submitted to the City Manager for review and modification.

The City Manager submits to City Council a proposed operating budget and capital program for the upcoming fiscal year. Public hearings are conducted to obtain taxpayer comments, and budget is legally enacted through passage of an ordinance by the City Council.

Control of expenditures is accomplished administratively through City Council adopted budget ordinances. Departmental budgets are reviewed monthly with management. The Finance Department prepares the monthly Revenues/Expense report to advise the City Manager and City Council.

E. Accounting, Auditing, and Financial Reporting

Basis of Accounting - The Financial states of the City conform to generally accepted accounting principles (GAAP) of the Governmental Accounting Standards Board (GASB) and recommended practices adopted by Government Finance Officers Association (GFOA).

Additional information regarding accounting procedures may be found in the Accounting Policy.

Internal Control - The City is responsible for establishing and maintaining an internal control structure designed to provide reasonable, but not absolute, assurance that the assets of the City are protected from loss, theft, or misuse.

External Auditing – The City is audited annually by outside independent auditors. The auditors must be a CPA firm that has the breadth and depth of staff to conduct the City’s audit in accordance with GAAP and contractual requirements. The auditor’s report on the City’s financial statements must be completed in sufficient time such that it may be presented to the City Council at a Council meeting in March following the fiscal year end.

F. Capital Assets and Improvements

Annually review and monitor the state of the City’s capital equipment and infrastructure, setting priorities for its replacement and renovation based on needs, funding alternatives, and availability of resources.

Capital Improvement Projects – Within the resources available each fiscal year, the City shall maintain capital assets and infrastructure at a sufficient level to protect the City’s investment to minimize future replacement and maintenance costs, and to maintain service levels. As part of the annual budget process, the City reviews a projected five – year need for capital improvements and equipment, the current status of the City’s infrastructure, replacement and renovation needs, and potential new projects. When projects are contemplated, related costs such as operations and maintenance costs are evaluated along with capital expenditures to assess affordability prior to proposal of the projects. All operation and maintenance costs are required

to be included in any capital project proposal. All projects, ongoing and proposed, will be prioritized based on an analysis of current needs and resource availability. Capital project appropriations are approved on a project length basis.

Capital Project Funds are used to accumulate resources to construct, install, or purchase new assets. They also enhance or improve existing facilities. Capital Projects must have a cost of \$50,000 or more and generally have a life of five or more years. Capital summaries include the projects and funds necessary over the next five years as part of the overall long-term capital planning. Major sources of funding for capital projects are contributions from operating funds, debt issuance, Federal and State grants, and surpluses in fund balances/net position.

Project costs are capitalized and added to the City's Fixed Assets. If a project does not meet the criteria for capitalization, the costs will be treated as operating expenses and expensed as incurred.

Fixed assets are reported in the Government Wide Financial Statements and the proprietary fund statements. Capital assets are recorded at cost or estimated historical cost if purchased or constructed. Donated assets are recorded at the estimated fair value on the date of donation.

Capital Replacement Policy – The City shall annually prepare a schedule for the replacement of its non-infrastructure capital assets and replace those assets within the resources available each fiscal year.

Financing – the City utilizes any of three basic methods for financing capital projects:

1. Funds may be budgeted from current revenues.
2. Purchases may be financed through surplus unreserved/undesignated fund balance.
3. Debt may be issued. (Items financed with debt must have useful lives that are less than the maturity of the debt).

G. Debt

Establish guidelines for debt financing that will provide needed facilities, land, capital equipment, and infrastructure improvements while minimizing the impact of debt payments on current and future revenues.

Use of Debt Funding: Debt financing, to include general obligation bonds, revenue bonds, certificates of obligation, certificates of participation, lease/purchase agreements, and other obligations permitted to be issued or incurred under Texas law, shall only be used to purchase capital assets that cannot be prudently acquired from either current revenues or fund balance and to fund infrastructure improvements and additions. Debt financing is utilized to better ensure inter-generational equity by spreading payments of assets and infrastructure over their useful lives. Debt will not be used to fund current operating expenditures.

The City will pay cash for capital improvements within the financial affordability of each fund versus issuing debt when funding capital expenditures and capital improvements, which shall include, but not limited to, sales tax, general fund one-time revenues, utility and airport system revenues, developer fees, inter-local agreements, and state and federal grants.

Affordability: The City shall use an objective analytical approach to determine whether it can afford to issue general-purpose debt, both General Obligation and Certificates of Obligation, water/sewer debt, sales tax revenue debt, and any other financing permitted by State law. The process shall include an internal feasibility analysis for each long-term financing which analyzes the impact on current and future budgets, which would include the tax and utility rates. The process shall also include the benefits of the proposed projects. The decision on whether or not to issue new debt shall be based on the benefits of the project, current conditions of the municipal bond market, and the City's ability to "afford" new debt.

In no case will the City issue general obligation debt that will require a debt service tax rate of \$1.50 per \$100 assessed valuation, based on a 90% collection rate, which is the maximum tax rate permitted by State law.

Types of Long-Term Debt:

1. **Certificates of Obligation (CO's)** - Certificates of Obligation may be issued without voter approval to finance any public works project or capital improvement, as permitted by State law. It is the policy of the City to utilize Certificates of Obligation to finance public improvements in limited circumstances and only after determining the City's ability to assume additional debt based on the standards identified above. CO's may not be issued to fund projects that have failed to be approved by voters in a General Obligation bond proposition for the same purpose within the preceding three years (Local Government Code 271.047 (d)- HB 1378 84th legislature).

Given restrictions on the issuance of CO's, publication and notice requirements and increased transparency to residents, the issuance of CO's shall be reserved to limited circumstances. CO's must follow notice requirements under Local Government Code 271.049, be published once per week for two consecutive weeks with the first publication at least 45 days in advance of the tentative sale date.

A. Notices must include the following information:

1. Time and place for consideration of the ordinance to issue the CO's;
2. Purpose of the CO's;
3. How the CO's will be repaid- property taxes, revenues, or a combination;
4. Detail on debt obligations of the City:
 - a. Outstanding principal of all debt obligations (secured and paid from property taxes);
 - b. Combined principal and interest on outstanding debt obligations;
 - c. Maximum principal amount of the CO's to be authorized; and
 - d. Estimated combined principal & interest to repay the CO's.

5. Estimated interest rates for the CO's
6. 6. Maximum maturity dates for the CO's.

B. Circumstances in which CO's might be issued include, but are not limited to the following:

1. The City may issue CO's when emergency conditions require a capital improvement to be funded rapidly and it cannot wait for the next GO bond election.
2. The City may issue CO's for projects when the City can leverage dollars from others (such as county mobility bonds) to reduce the City's capital cost for a community improvement and it is not prudent to wait for the next GO bond election;
3. The City may issue CO's if it would be more economical to issue Certificates of Obligation rather than issuing revenue bonds, such as funding for airport or economic development projects that are self-supporting.

2. **General Obligation Bonds (GO's)** - General Obligation Bonds require voter approval. In an effort to increase transparency and resident engagement, the City may strive to plan and propose General Obligation Bond packages on a regular cycle. As part of the annual budget and CIP process, staff will identify projects for funding within remaining voter approved GO bond authorization. When projects have been identified for funding that cannot be funded from the voted authorization, the City may begin planning for and call the next General Obligation Bond Election.

1. Bond Elections

- a. Timing of general obligation bond elections shall be determined by the inventory of current authorized, unissued bonds remaining to be sold and the City's ability to fund projects in the five-year CIP.
- b. The total dollar amount of bond election propositions recommended to the voters may not exceed the City's estimated ability to issue the bonds within a five-year period after the election passes.
- c. An analysis showing how the new debt impacts the City's tax rate and debt capacity must accompany every bond proposition proposal in accordance with state law. The analysis will also include the estimated impact on the operations and maintenance portion of the tax rate.
- d. Each GO bond proposition must be consistent with Government Code Sec. 1251.052 (HB 477 - 2019) and include the following information:
 - i. The ballot for GO Bonds shall specifically state:
 1. General description of the purposes for the debt;
 2. Total principal to be authorized; and

3. That taxes sufficient to pay the principal and interest on the debt will be imposed.
- ii. The City must prepare a voter information document for each proposition to be voted on at the election.
 1. The voter information document must distinctly state:
 - a. Language to be used on the ballot;
 - i. Principal to be issued;
 - ii. Estimated interest costs;
 - iii. Estimated combined principal and interest; and
 - iv. As of the date the election is called:
 1. Principal of current debt;
 2. Interest on outstanding debt; and
 3. Combined principal and interest on outstanding debt.
 - b. Estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead in the city with an appraised value of \$100,000 to repay the debt obligations, if approved, based upon assumptions by the City; and
 - c. Any other information that the City considers relevant or necessary to explain the information required by this subsection.
 2. The voter information document should include assumptions made in connection with the statements regarding the maximum annual increase in taxes, including:
 - a. Assumed amortization of debt – current and proposed;
 - b. Assumed changes in future appraised values; and
 - c. Assumed interest rates on the proposed debt.
2. General Obligation bonds must be used to accomplish projects identified in the bond referendum and associated material.
3. General Obligation bonds must be used for projects that are consistent with the wording in the bond propositions.
4. In the tax year after a GO bond election, the debt service tax rate is to be adjusted by the projected impact - before any projects from the GO bond election are funded in the CIP. If the tax rate is not adjusted to

fully fund approved projects, the projects will not be included in the CIP nor bonds issued. The maintenance & operations tax rate will be adjusted at the time the projects are placed into service.

5. The City will strive to take a GO bond package to the voters on a regular cycle, approximately every five years, or as needed; GO bond packages shall be structured to provide sufficient funding in each proposition to complete the identified projects.
 - a. If a GO bond proposition fails to be approved by voters, the City may not issue Certificates of Obligation to fund projects from the proposition for the next three years (Local Government Code 271.047 (d)).
 - b. The City Council may consider placing a proposition back on the ballot for approval by voters within the three-year window, prior to the next scheduled GO bond election.

3. **Revenue Bonds** – For the City to issue new revenue bonds, revenues, as defined in the ordinance authorizing the revenue bonds in question, shall be a minimum of 125% of the average annual debt service and 110% of the debt service for the year in which debt requirements are scheduled to be the greatest. Annual adjustments to the City's rate structures for enterprise funds will be made as necessary to maintain the coverage factor.

When the City issues CO's for enterprise fund projects, the City shall prepare a five-year financial plan to ensure that the enterprise fund maintains appropriate reserves and coverage requirements.

Debt Structure: The City shall normally issue bonds with a life not to exceed 25 years for general obligation bonds and 30 years for revenue bonds, but in no case longer than the useful life of the asset. The City shall seek level or declining debt repayment schedules and shall seek to retire 90% of the total principal outstanding within 20 years of the year of issuance. There should be no debt structures that include increasing debt service levels in subsequent years, with the first and second year of a bond payout schedule the exception or as special situations may warrant. There shall be no "balloon" bond repayment schedules, which consists of low annual payments and one large payment of the balance due at the end of the term. There shall always be at least interest paid in the first fiscal year after a bond sale and principal payments starting generally no later than the second fiscal year after the bond issue. Normally, there shall be no capitalized interest included in the debt structure except for debt issuances reimbursing developers for infrastructure or in the case in which the project will generate revenue, but it takes a couple of years to produce the revenue. Capitalized interest should normally not exceed 2 years.

Debt Refunding: The City's financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. As a general rule, the net present value savings of a particular refunding should exceed 3.0% of the refunded maturities unless:

1. A debt restructuring is necessary; or

2. Bond covenant revisions are necessary to facilitate the ability to provide services or to issue additional debt.

Interest Earnings and Remaining Bond Proceeds: Interest earnings on bond proceeds will be limited to funding changes to the bond financed Capital Improvement Plan in compliance with the voted propositions, cost overruns on bond projects, or be applied to debt service payments on the bonds issued. Issued but unspent bond proceeds may be appropriated for projects consistent with the ballot language after completion of projects identified in the approved bond propositions.

Sale Process: The City shall use a competitive bidding process in the sale of debt unless the nature of the issue warrants a negotiated sale. The City will utilize a negotiated process when the issue is, or contains, a refinancing that is dependent on market/interest rate timing. The City shall award the bonds based on a true interest cost (TIC) basis. However, the City may award bonds based on a net interest cost (NIC) basis as long as the financial advisor agrees that the NIC basis can satisfactorily determine the lowest and best bid.

Underwriting Syndicates: In response to the MSRB Rule G-17, which recognizes that the motivations of an underwriter may not be consistent with the best interest of the City, the City shall refer underwriters to its Municipal Advisor to review potential refunding opportunities. The City's municipal advisor is prohibited from underwriting the City's bonds while under contract with the City for municipal advisory services, and for a period of one year after termination of the municipal advisory contract.

Rating Agency Presentations: Full disclosure of operations and open lines of communications shall be maintained with the rating agencies. City staff, with the assistance of financial advisors, shall prepare the necessary materials and presentation to the rating agencies. Credit ratings will be sought from one or more of the nationally recognized municipal bond rating agencies, currently Standard & Poor's and Fitch Ratings Inc., as recommended by the City's municipal advisor.

Bond Ratings: The City will prudently manage the General and Enterprise Funds and attempt to issue and structure debt to help maintain or increase the current bond ratings.

Covenant Compliance: The City will comply with all covenants stated in the bond ordinance, including providing for annual disclosure information and providing for material event notices.

Direct Borrowings: A direct borrowing is when a government engages in a loan with a lender for funding (e.g. bank, credit union, private mortgage company, etc). A direct placement is when a government issues a debt security directly to an investor.

The City will use lease/purchase agreements or direct borrowing contracts for capital items only when it is cost-efficient and provides for more attractive terms than issuance of bonds. Capital leases and bank loans must be disclosed as debt in the CAFR under GASB Statement No. 88 and should be disclosed to the MSRB through the EMMA website.

CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 7H

Department: Office of the City Manager

Sponsor: Megan Antrim, City Manager

Memo Prepared By: Megan Antrim, City Manager

Staff Recommendation: Approve



AGENDA ITEM

Approval of Resolution 2025-03-04, a resolution authorizing the City to participate in the WEX Fuel Card Program through the TIPS purchasing cooperative for fleet management efficiency and cost control. (M. Antrim, City Manager)

EXECUTIVE SUMMARY

Currently, the City of Alpine utilizes Quarles for their fleet fuel program. The City was transitioned to Quarles in 2023/2024 when WTG sold their fuel card program to the company. Since the transition, the City has had concerns with customer service, access to the online portal, invoicing, and replacement cards. The City is under no formal contract.

The WEX Fuel Program, available through the TIPS purchasing cooperative, offers a streamlined solution for managing fuel expenses while enhancing control and oversight of fleet operations. This program provides an efficient and user-friendly online portal, WEX Online, allowing administrators to set custom fuel controls, monitor transactions in real-time, and prevent unauthorized purchases.

Enterprise Fleet Management, through its dedicated representative support, ensures seamless implementation and ongoing assistance, addressing fleet management needs with personalized service. Drivers benefit from the convenience of using WEX cards at 90% of fuel stations nationwide, with easy access to fueling locations via the eFleets Mobile App.

A key component of the program's success is the exceptional customer service provided by WEX and Enterprise Fleet Management, ensuring immediate support for lost cards, transaction monitoring, and policy enforcement. By integrating advanced controls and customer-centric assistance, the WEX Fuel Program enhances efficiency, accountability, and cost savings for fleet operations.

SUPPORTING MATERIALS

1. Resolution 2025-03-04 WEX Fuel Card Program

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A
Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk	Approved - 2/24/2025
Geoffrey R. Calderon, City Secretary	Approved - 2/24/2025
Megan Antrim, City Manager	Final Approval - 2/25/2025

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

RESOLUTION 2025-03-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS
AUTHORIZING THE CITY TO PARTICIPATE IN THE WEX FUEL CARD PROGRAM
THROUGH THE TIPS PURCHASING COOPERATIVE FOR FLEET MANAGEMENT
EFFICIENCY AND COST CONTROL.**

WHEREAS, the City of Alpine operates a municipal fleet that requires a structured and accountable fuel management system to optimize expenditures and prevent unauthorized purchase; and

WHEREAS, the WEX Fuel Card Program, available through the TIPS Purchasing Cooperative, provides an effective platform for consolidating fuel expenses, increasing efficiency, and enhancing oversight of fleet fuel usage; and

WHEREAS, the WEX Online Portal offers real-time transaction monitoring, customizable purchase controls, and fraud prevention tools that support responsible financial management and compliance with City policies; and

WHEREAS, the program is supported by Enterprise Fleet Management, which provides dedicated representative assistance to ensure seamless implementation, training, and ongoing support for City Staff; and

WHEREAS, the program's user-friendly interface and access to fuel stations nationwide will improve operational convenience for City employees while maintaining strict accountability for fuel-related expenditures; and

WHEREAS, exceptional customer service and support from WEX and Enterprise Fleet Management ensures that issues such as lost cards, driver identification, and transaction disputes are promptly addressed, further strengthening program effectiveness; and

WHEREAS, the City Council of the City of Alpines finds that participation in the WEX Fuel Card Program is in the best interest of the City by enhancing financial oversight, preventing fuel-related fraud, and optimizing fleet management.

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

SECTION I. The City of Alpine is hereby authorized to participate in the WEX Fuel Card

Program through the TIPS Purchasing Cooperative for the purpose of streamlining fuel expense management, increasing financial accountability, and improving operational efficiency.

SECTION II. The City Manager, or their designee, is authorized to execute any necessary agreements or documents to enroll the City in the WEX Fuel Card Program and ensure compliance with its operational requirements.

SECTION III. This Resolution shall take effect immediately upon passage and approval by the City Council.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THE 4th DAY OF MARCH 2025.

APPROVE:

Catherine Eaves, Mayor

ATTEST:

Geoffrey R. Calderon, City Secretary

FUEL PROGRAM

CONSOLIDATE FUEL EXPENSES WHILE CONTROLLING
AND MONITORING UNAUTHORIZED PURCHASES.



FOR DRIVERS

How to use your fuel card.

1. Keep your WEX card in the vehicle.
2. Find the nearest fueling location using your eFleets Mobile App.
3. Swipe your card at the pump to pay, just like a credit or debit card. The card is accepted at 90% of stations across the U.S.
4. Enter the exact odometer reading.
5. Enter your driver ID number.
6. That's it!

Report a lost card or missing driver ID number to your supervisor and your Enterprise Account Fleet Coordinator right away.



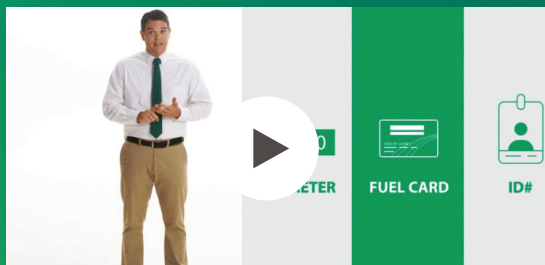
FOR ADMINISTRATORS

Visit WEX Online (www.wexonline.com) to log in and set up custom controls for your fleet vehicles, including daily transaction limits and day or time restrictions. You will also be able to view all Level III data, giving you a deeper dive into who purchased what, when and how.

When paired with telematics, you will have visibility into the time and location of all fuel-related purchases to help prevent fraud.

If you need help, contact WEX Customer Service at **1-888-774-4939**.

When it comes to owning and operating a fleet, fuel is one of the most important (and expensive) factors in keeping your vehicles on the road. And of course, the cost of fuel is just the start: requirements to accurately report expenses and mileage can be a burden for drivers, and a hassle for you to monitor and enforce.



LEARN MORE ABOUT
YOUR FUEL PROGRAM
AT EFLEETS.COM/CLIENT/FUEL



CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 10A

Department: City Council

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: None



AGENDA ITEM

Texas Department of Transportation (TxDOT) facility dark sky compliance. (C. Eaves, Mayor)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk

Geoffrey R. Calderon, City Secretary

Megan Antrim, City Manager

Approved - 2/18/2025

Approved - 2/18/2025

Final Approval - 2/24/2025

CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 10B

Department: City Council

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: None



AGENDA ITEM

Wild hog problem in the City of Alpine and resident concerns. (C. Eaves, Mayor)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk

Geoffrey R. Calderon, City Secretary

Megan Antrim, City Manager

Approved - 2/18/2025

Approved - 2/18/2025

Final Approval - 2/24/2025

CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 10C

Department: City Council

Sponsor: Eva Martinez, Councilor

Memo Prepared By: Geoffrey R. Calderon, City Secretary



Staff Recommendation: None

AGENDA ITEM

Discuss the current conditions of the City owned and operated incinerator and the recommendation from the Animal Advisory Board to make a plan to purchase a new incinerator. (E. Olivas, City Council)

EXECUTIVE SUMMARY

The Animal Advisory Board held a discussion regarding the current condition of the incinerator for the Animal Services Department on February 11, 2025. The board discussed the need to purchase a new one or to get the current one repaired. Councilor Eva Martinez, Ex-Officio board member, added this item to facilitate the discussion at the City Council level based on the feedback.

SUPPORTING MATERIALS

1. Incinerator Letter - Jennifer Stewart
2. Cremation Income
3. Cremation Tracker

BUDGET CONSIDERATIONS

Expenditure Required: N/A
Savings Anticipation: N/A
Current Budget FY 2024-2025: N/A
Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Jennifer Stewart, Animal Services Supervisor
Darrell Losoya, Chief of Police
Megan Antrim, City Manager

Approved - 2/18/2025
Approved - 2/18/2025
Approved - 2/18/2025
Approved - 2/25/2025
Final Approval - 2/25/2025

To whom it may concern,

Due to wear and tear to the body of the incinerator, after 12 years of use, there is concern that the use of the incinerator will not be for much longer. The bottom of the incinerator has a crack which is causing the incinerator to leak smoke and liquid during the cremation process.

A new incinerator has been on the CIP for some time but, unfortunately, has not yet been approved and has been put on hold this fiscal year under the assumption that new burners purchased a couple of years ago were going to extend the use of the incinerator, which they did, until the crack became present.

There are several reasons why I believe we must continue to provide this service; the first thing is what it brings to the community. While some may not understand the heartache that a person goes through when losing a pet, most of us do. Being able to provide a service like this, locally, keeps the public from having to travel for hours to have cremation services done, bury their pet somewhere or take their beloved pet to the landfill because they cannot do the other 2 options. We not only assist Alpine but, Fort Davis, Marfa, Terlingua, Marathon, Fort Stockton, Sanderson, people who are traveling who have lost their pet while visiting the area, the list goes on.

During a very emotional and vulnerable time, we have provided a service that people can trust, expect and can handle right here in Alpine so that they can move on to the more important task of the grieving process. In my opinion, this is invaluable. If this is not convincing enough, we can also look at the financial aspect of the loss of the incinerator.

Over the last 5 years we have run the incinerator almost every day, mainly for private cremations for the public, approximately 2,000 private cremations in total. We have made back \$146,985.00 in the last 5 years, documentation attached. This is just 5 years of data, our first cremation was done July 3rd, 2012, so the profit has exceeded that. The incinerator has paid for itself almost 300 times over since then and will pay for itself again when a new one can be purchased.

I believe that the time to act is now so that our community as well as our income does not suffer because of this.

Thank you,

A handwritten signature in black ink, appearing to read 'Jennifer Stewart', with a stylized, flowing script.

Jennifer Stewart



Budgetary Accounting - General Ledger System

Work With Account Header Records

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Process Fields Below

Display Inactive: No ▼

Account Direct Inquiry

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A19

Chart of Accounts

A19

			Restart List	Fund - 0 - 9999	Department - 0 - 9999	Line Item - 0 - 9999		
O	V	S	Acct No	Account Title	Type	Status	Budgeted	YTD Activity
	V		00-000-0000	Master Control Account	M			
-	V		01-000-0000	GENERAL FUND	F			
-	V		01-538-0000	ANIMAL CONTROL REVENUES	D			
	V		01-538-1301	QUARANTINE	I	A	1,500.00	920.00
	V		01-538-1303	PET ADOPTIONS	I	A	15,000.00	10,675.00
	V		01-538-1304	ANIMAL LICENSE FEES	I	A	700.00	1,178.00
	V		01-538-1305	CREMATATIONS	I	A	25,000.00	22,310.00
	V		01-538-1306	EUTHANIZATIONS	I	A	120.00	0.00
	V		01-538-1307	ANIMAL SURRENDER	I	A	2,000.00	1,195.00
	V		01-538-1308	MICROCHIP	I	A	2,000.00	1,125.00
	V		01-538-1309	ANIMAL IMPOUND	I	A	4,000.00	2,851.60
	V		01-538-1310	VACCINES	I	A	100.00	137.50
	V		01-538-1900	DONATIONS	I	A		65.00
	V		01-538-2000	REIMBURSEMENTS	I	A		0.00
	V		01-538-9000	INSURANCE CLAIM	I	A		2,634.87
							50,420.00	43,091.97

2019-2020



Budgetary Accounting - General Ledger System

Work With Account Header Records

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Process Fields Below

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Account Direct Inquiry

[Exit this Screen](#)

A20

Chart of Accounts

A20

[Restart List](#)

Fund - 0

- 9999

Department - 0

- 9999

Line Item - 0

- 9999

O	V	S	Acct No	Account Title	Type	Status	Budgeted	YTD Activity
	V		00-000-0000	Master Control Account	M			
-	V		01-000-0000	GENERAL FUND	F			
-	V		01-538-0000	ANIMAL CONTROL REVENUES	D			
	V		01-538-1301	QUARANTINE	I	A	1,500.00	2,740.00
	V		01-538-1303	PET ADOPTIONS	I	A	15,000.00	8,600.00
	V		01-538-1304	ANIMAL LICENSE FEES	I	A	750.00	1,119.00
	V		01-538-1305	CREMATIONS	I	A	23,000.00	27,480.00
	V		01-538-1306	EUTHANIZATIONS	I	A		0.00
	V		01-538-1307	ANIMAL SURRENDER	I	A	2,000.00	1,530.00
	V		01-538-1308	MICROCHIP	I	A	1,500.00	795.00
	V		01-538-1309	ANIMAL IMPOUND	I	A	3,000.00	3,201.00
	V		01-538-1310	VACCINES	I	A	200.00	352.99
	V		01-538-1900	DONATIONS	I	A		111.00
	V		01-538-2000	REIMBURSEMENTS	I	A		0.00
	V		01-538-9000	INSURANCE CLAIM	I	A		0.00
							46,950.00	45,928.99

2020-2021



Budgetary Accounting - General Ledger System

Work With Account Header Records

Help

Process Fields Below

Display Inactive: No ▼

Account Direct Inquiry

Exit this Screen

A21

Chart of Accounts

A21

Restart List			Fund - 0	- 9999	Department - 0	- 9999	Line Item - 0	- 9999	
O	V	S	Acct No	Account Title	Type	Status	Budgeted	YTD Activity	
	V		00-000-0000	Master Control Account	M				
-	V		01-000-0000	GENERAL FUND	F				
-	V		01-538-0000	ANIMAL CONTROL REVENUES	D				
	V		01-538-1301	QUARANTINE	I	A	4,500.00	1,292.00	
	V		01-538-1303	PET ADOPTIONS	I	A	12,500.00	8,480.00	
	V		01-538-1304	ANIMAL LICENSE FEES	I	A	1,500.00	952.00	
	V		01-538-1305	CREMATATIONS	I	A	20,000.00	28,165.00	
	V		01-538-1306	EUTHANIZATIONS	I	A		2,505.00	
	V		01-538-1307	ANIMAL SURRENDER	I	A	2,000.00	1,080.00	
	V		01-538-1308	MICROCHIP	I	A	1,500.00	540.00	
	V		01-538-1309	ANIMAL IMPOUND	I	A	3,000.00	2,082.00	
	V		01-538-1310	VACCINES	I	A	200.00	214.00	
	V		01-538-1900	DONATIONS	I	A		0.00	
	V		01-538-2000	REIMBURSEMENTS	I	A		0.00	
	V		01-538-9000	INSURANCE CLAIM	I	A		4,518.92	
							45,200.00	49,828.92	

2021-2022



Budgetary Accounting - General Ledger System

Work With Account Header Records

Help

Process Fields Below

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Account Direct Inquiry

Exit this Screen

A22

Chart of Accounts

A22

[Restart List](#)

Fund - 0

- 9999

Department - 0

- 9999

Line Item - 0

- 9999

O	V	S	Acct No	Account Title	Type	Status	Budgeted	YTD Activity
	V		00-000-0000	Master Control Account	M			
-	V		01-000-0000	GENERAL FUND	F			
-	V		01-538-0000	ANIMAL CONTROL REVENUES	D			
	V		01-538-1301	QUARANTINE	I	A	4,500.00	2,340.00
	V		01-538-1303	PET ADOPTIONS	I	A	12,500.00	8,550.00
	V		01-538-1304	ANIMAL LICENSE FEES	I	A	1,500.00	1,280.00
	V		01-538-1305	CREMATIONS	I	A	22,250.00	34,385.00
	V		01-538-1306	EUTHANIZATIONS	I	A		0.00
	V		01-538-1307	ANIMAL SURRENDER	I	A	2,000.00	1,020.00
	V		01-538-1308	MICROCHIP	I	A	1,500.00	225.00
	V		01-538-1309	ANIMAL IMPOUND	I	A	3,000.00	1,927.00
	V		01-538-1310	VACCINES	I	A	200.00	171.88
	V		01-538-1900	DONATIONS	I	A		601.65
	V		01-538-2000	REIMBURSEMENTS	I	A		0.00
	V		01-538-9000	INSURANCE CLAIM	I	A		0.00
							47,450.00	50,500.53

2022-2023



Budgetary Accounting - General Ledger System

Work With Account Header Records

Help

Process Fields Below

Display Inactive: No ▼

Account Direct Inquiry

Exit this Screen

A23

Chart of Accounts

A23

			Fund - 0 - 9999		Department - 0 - 9999		Line Item - 0 - 9999			
O	V	S	Acct No	Account Title	Type	Status	Budgeted	YTD Activity		
	V		00-000-0000	Master Control Account	M					
-	V		01-000-0000	GENERAL FUND	F					
-	V		01-538-0000	ANIMAL CONTROL REVENUES	D					
	V		01-538-1301	QUARANTINE	I	A	4,500.00	1,730.00		
	V		01-538-1303	PET ADOPTIONS	I	A	12,500.00	9,650.00		
	V		01-538-1304	ANIMAL LICENSE FEES	I	A	1,500.00	1,430.00		
	V		01-538-1305	CREMATIONS	I	A	22,250.00	34,645.00		
	V		01-538-1306	EUTHANIZATIONS	I	A		0.00		
	V		01-538-1307	ANIMAL SURRENDER	I	A	2,000.00	540.00		
	V		01-538-1308	MICROCHIP	I	A	1,500.00	405.00		
	V		01-538-1309	ANIMAL IMPOUND	I	A	3,000.00	1,470.00		
	V		01-538-1310	VACCINES	I	A	200.00	159.50		
	V		01-538-1900	DONATIONS	I	A		1,332.50		
	V		01-538-2000	REIMBURSEMENTS	I	A		0.00		
	V		01-538-9000	INSURANCE CLAIM	I	A		0.00		
							47,450.00	51,362.00		

2023-2024

2024-2025											
	Location of Resident	Alpine	Fort Davis	Marfa	Marathon	Fort Stockton	Terlingua	Sanderson	Other (specifiy)	Unknown	Total
Month											
October		22	3	3	1	0	3	1	0	1	34
November		17	6	1	0	0	2	0	1 Pecos/ 2 Presidio	0	29
December		18	5	4	1	1	4	0	3 Presidio	1	37
January									1 Presidio/1 Shafter/ 1 Arlington TX/ 1 Livingston TX/ 1 Rocky Top TN/ 1 Gonzales LA		
Feburary		15	7	2	2	0	0	0		0	32
March											
April											
May											
June											
July											
August											
September											

CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 10D

Department: Office of the City Manager

Sponsor: Megan Antrim, City Manager

Memo Prepared By: Megan Antrim, City Manager

Staff Recommendation: None



AGENDA ITEM

Discuss proposed draft 380 Ordinance and Application. (M. Antrim, City Manager)

EXECUTIVE SUMMARY

In response to longstanding City Council discussions regarding the need for robust economic development and the importance of providing businesses with additional resources, management and legal have established a comprehensive Chapter 380 Economic Development Program. This initiative is designed to stimulate commercial activity, attract high-quality development, and enhance the overall economic base and quality of life within the City.

Purpose and Policy Overview

The primary objective of the Chapter 380 program is to promote state and local economic development through the strategic use of public funds, loans, grants, personnel, and services. These policies and procedures serve as a framework for evaluating and potentially providing economic incentives on a case-by-case basis. While the City is committed to fostering redevelopment projects that increase taxable value, create job opportunities, and enhance public infrastructure, no applicant is guaranteed incentives. Instead, all decisions are made at the discretion of the City Council, ensuring that each program aligns with the public interest and the City's overall economic goals.

Program Requirements and Evaluation Criteria

For a project to qualify under the program, it must meet at least one of the following minimum requirements:

- Generate a measurable increase in taxable value.
- Offer a unique contribution to the City's development efforts, whether through scale, significance, or aesthetic impact.
- Provide employment opportunities with defined job numbers and wage levels.
- Be specifically recognized by a City Council resolution as beneficial to the City.

Additional factors considered include the potential for sales and use tax generation, job quality and retention, compliance with local ordinances, and alignment with the City's strategic and comprehensive plans.

Application and Approval Process

Interested applicants must submit a formal application using City-provided forms. City staff

review applications for minimum eligibility and prepare a proposed agreement outlining the scope, benefits, and obligations of the project. Final approval is subject to City Council action, ensuring that no economic incentive becomes legally binding until it receives explicit Council authorization.

Agreement Terms

Any agreement entered into under this program must detail:

- A project timetable and list of improvements.
- Expected increases in property values, revenues, or other public benefits.
- Mechanisms for credit enhancement (e.g., collateral or letters of credit) if public funds are advanced.
- Monitoring, reporting, and compliance requirements, including provisions for recapturing incentives if the project fails to meet agreed-upon performance measures.
- Terms for assignment and amendment of the agreement, ensuring continued protection of the public interest.
-

Available Programs

The policy framework supports several specific incentive programs, including:

- **Signage or Building Upgrade Reimbursement Program:** Assists with costs related to new, updated, or enhanced business signage and building improvements.
- **Small Business Program:** Provides reimbursement for existing businesses expanding their operations, subject to investment thresholds and eligibility criteria.
- **Tax Rebate Program:** Targets new businesses by negotiating rebates on the City's portion of property taxes, contingent upon job creation and infrastructure development.

The Chapter 380 Economic Development Program Policies and Procedures establish a structured, transparent process for the consideration and administration of economic incentives in Alpine. By aligning incentives with strategic economic objectives and ensuring rigorous evaluation through City Council oversight, the City is well-positioned to stimulate development, create jobs, and enrich the community—while safeguarding public resources and maintaining accountability.

SUPPORTING MATERIALS

1. Alpine Chapter 380 Program

BUDGET CONSIDERATIONS

Expenditure Required: N/A
Savings Anticipation: N/A
Current Budget FY 2024-2025: N/A
Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 2/24/2025
Approved - 2/24/2025
Final Approval - 2/25/2025

CITY OF ALPINE, TEXAS

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM POLICIES AND PROCEDURES

Chapter 380.001(a) of the Texas Local Government Code states: The governing body of a municipality may establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality.

1. Purpose and Policy

- A. The City of Alpine (“City”) is committed to the promotion of high-quality development in all parts of the City and to an ongoing improvement in the quality of life for its citizens. These policies and procedures are established in an effort to develop and expand the local economy by promoting and encouraging development and redevelopment projects that enhance the City's economic base and economic diversity and expand job opportunities. The goal and public purpose of a program established pursuant to these policies and procedures is to promote state or local economic development and to stimulate commercial activity in the municipality.
- B. In furtherance of these objectives, the City will, on a case-by-case basis, give consideration upon request to provide economic incentives to applicants in accordance with these policies and procedures, as authorized by Chapter 380 of the Texas Government Code, as may be amended from time to time. These policies and procedures are not intended to obligate the City to provide economic incentives to any applicant. The decision whether to approve or deny economic incentives for any applicant shall be at the discretion of the Council; no program or agreement is effective unless and until it is approved by the Council.
- C. Nothing in these policies and procedures, the application process, or the negotiation process creates any property, contract, or other legal right in any person to have the Council consider or grant incentives. Nothing in these policies and procedures, the application process, or the negotiation process creates any vested right in any person or for any purpose.
- D. These Policies and Procedures are established to develop and expand the local economy by promoting and encouraging development and redevelopment projects that enhance the City’s economic base and a higher quality of life, diversify and expand job opportunities, or encourage projects that create additional revenue for the city without substantially increasing the demand on City services or infrastructure.
- E. A failure on the part of the City to strictly comply with these policies and procedures shall not be the basis for invalidating a program or agreement approved by the City Council. These policies and procedures are intended as guidelines for negotiation purposes.

- F. Chapter 380 of the Texas Local Government Code does not define the term “program.” The City defines the term “program” as the policies and procedures established to provide for the administration of loans and grants of public money, personnel and services of the City to promote economic development and stimulate business and commercial activity in the City and includes any project that qualifies for incentives singularly or in some combination, pursuant to Chapter 380 of the Texas Local Government Code, as embodied in an agreement between the City and Applicant.
- G. Each applicant granted economic incentives as a Chapter 380 Economic Development Program (also referred to as “Program”) under these Policies and Procedures must enter into an agreement with the City of Alpine containing all terms required by these Policies and Procedures and by state law to protect the public interest of receiving a public benefit in exchange for public funds, assets, and services.

2. Program Requirements

To be considered for incentives as a Chapter 380 Economic Development Program under these Policies and Procedures, a project must at least fulfill one of the following minimum requirements:

- A. The project:
 - 1. Results in a minimum increased taxable value for the City in real and/or business personal property (excluding inventory and supplies); or
 - 2. Is determined by the City Council to bring benefit to the City in that it will make a unique contribution to the development efforts in the City, due to its magnitude, significance to the community, or aesthetic quality; or
 - 3. Provides employment opportunities for City residents with the number of jobs and wages of the available positions as part of the negotiated agreement; or
 - 4. Is specifically determined by resolution of the City Council to bring benefit to the City consistent with the General Statement of Purpose and Policy as stated in Paragraph 1 above.
- B. Additional factors that the City Council may consider in determining whether to approve an agreement for incentives include:
 - 1. The amount of sales and use tax generated;
 - 2. The types of jobs created or retained, and the wages/benefits offered to employees;
 - 3. Enhancement of public infrastructure;
 - 4. Substantial compliance with current ordinances when otherwise exempt;
 - 5. Applicant waives any rights it may have to develop under a prior development agreement;
 - 6. The market conditions and growth potential for the business activity; or

7. Will make a unique or unequalled contribution to development or redevelopment efforts in the City of Alpine, due to its magnitude, significance to the community, or aesthetic quality; or
 8. Makes a significant contribution to the City of Alpine's strategic plans and priorities as identified in other City documents such as the Comprehensive or Strategic Plan.
- C. A project shall not be eligible for incentives under these Policies and Procedures if a building permit has been issued for the project prior to making an application in accordance with these Policies and Procedures.
- D. Incentives provided in accordance with these Policies and Procedures will be provided only to the extent that the revenue realized by the City and attributable to a project exceeds a minimum amount established by the Agreement. The public benefit or amount of revenue realized by the City and attributable to the project must be commensurate with the value of any incentives granted under this program.

3. Application Process

- A. All applications will be considered on a case-by-case basis and are subject to available funds.
- B. An application for consideration as a Program shall be made on forms supplied by the City. An applicant may be required to provide additional information to show compliance with minimum Program requirements. If City staff determines minimum Program requirements have been met, City staff shall prepare and present a proposed Agreement with the applicant to the City Council.
- C. The City Council may consider the proposed Agreement and may take action on the proposal as it deems appropriate. Nothing in these Policies and Procedures and nothing in the application form and process shall create any property, contract, or other legal right in any person to have the City Council consider or grant incentives.
- D. Any agreement negotiated by the City shall not be effective unless it is approved by City Council.

4. Agreement Terms

- A. An Agreement established for a program must include:
 1. A timetable and list of the kind of improvements or development that the Program will include and conditions to ensure that the Program meets or exceeds the City's requirements pertaining to property values and revenues;
 2. A complete description of the location of the proposed Program and projects included in the Program;
 3. A timetable and list of the kind and amount of property values, revenues, incomes, or other public benefits that the proposed Program will provide;
 4. If public funds are delivered to a project in advance of the City realizing revenue increases from the project (property and sales tax, fees, etc.), the City will require credit enhancement mechanisms to protect the City in the event of a default in an amount and for the term of the Agreement, such security may include collateral

security, Letter of Credit, or a Third-party guarantee in forms approved by the City Attorney;

5. A provision establishing the duration of the Agreement;
6. A provision detailing a limit on the value of any rebates and/or grants of funds for the duration of the Agreement;
7. A provision identifying the method for calculating and sourcing the funding for any grant, loan, or other incentives provided in the Agreement;
8. A provision providing a tangible means for measuring whether the applicant and other responsible parties have met their obligations under the Agreement;
9. A provision providing for access to and authorizing inspection of the property and applicant's pertinent business records by municipal employees to determine compliance with the Agreement;
10. A provision detailing the monitoring and reporting requirements of the Owner;
11. A provision for cancellation of the Agreement and/or nonpayment of incentives if the Program is determined to not be in compliance with the Agreement;
12. A provision for recapturing City funds granted or loaned, or for recapturing the value of other public assets granted or loaned, if the applicant does not meet its duties and obligations under the terms of the Agreement;
13. A provision that allows assignment of the Agreement with prior written approval of the City Commission, or without the prior written approval of the City Council provided that:
14. All rights, duties, obligations, and liabilities under the Agreement are assigned from the assignor to the assignee; and
15. The assignment is made subject and subordinate to the Agreement and the Chapter 380 Economic Development Program Policies and Procedures; and
16. The assignment document is in a form and contains content acceptable to the City Attorney's Office.
18. Provisions relating to administration, delinquent taxes and indemnification;
19. A provision that the Agreement may be amended by the parties to the Agreement by using the same procedure for approval as is required for entering into the Agreement; and
20. Such other provisions as the City Council deems appropriate.

5. Available Programs

The City has developed criteria for programs which will be made available on the City's website or by contacting the City. The programs and criteria are included as part of these Policies and Procedures as adopted or amended by City Council. City staff are authorized to prepare applications as needed to implement the various program.

Signage or Building Upgrade Reimbursement Program

- A. This program is for business signage and building improvements.
- B. The maximum reimbursement for this type of project is _____ (\$_____).
- C. Eligible Improvements:
 - 1. New signage that complies with local ordinances;
 - 2. Replacement of outdated or worn signage;
 - 3. Installation of sign lighting;
 - 4. Replacement of historical features or elements;
 - 5. Installation or replacement of exterior lighting;
 - 6. Repair or replacement of awnings or canopies;
 - 7. Repair or replacement of front entryway doors;
 - 8. Similar projects that enhance the street view of a business.

Small Business Program

- A. This program is for existing businesses expanding their operations in the City of Alpine. This program is intended to reimburse expenses related to the expansion.
- B. The maximum reimbursement for this type of project is _____ (\$_____).
- C. Criteria:
 - 1. Expand or make real property improvements to facilities already existing in the City;
 - 2. Investment of at least \$_____ in the improvements;
 - 3. Have a real property taxable assessed value of less than \$_____ prior to the expansion;
 - 4. Located and doing business in the City at least three (3) years;
 - 5. Not delinquent in ad valorem taxes due to the City;
 - 6. Employ at least five (5) employees at the time of application;
 - 7. No outstanding code violations with the City.

Tax Rebate Program

- A. This program is primarily for new businesses with a projected investment of _____ (\$_____) and the creation of more than _____ jobs.
- B. The City will negotiate a tax rebate that is applicable to only the City's portion of real and personal property taxes applicable to the value of the property in excess of the Bas Year Value. The City will consider a sales tax rebate based on the type of project proposed.
- C. Criteria:
 - 1. Creation of permanent full-time jobs paying at least double the federal minimum wage, providing health care benefits and other employment benefits.
 - 2. Training, recruitment and development of a skilled workforce supporting the project.
 - 3. New jobs must be maintained for a minimum of five (5) years.
 - 4. Development of infrastructure and facilities, including mixed-use development.
 - 5. Projects not authorized by Chapter 380 will not be considered.

CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 11A

Department: Administration

Sponsor: Megan Antrim, City Manager

Memo Prepared By: Megan Antrim, City Manager

Staff Recommendation: Approve



AGENDA ITEM

Approval of Resolution 2025-03-05, a resolution authorizing the City's Police Department to participate in the Office of the Governor's, Public Safety Office, Homeland Security Grants Division, Operation Lonestar (OLS) for FY2026. (M. Antrim, City Manager)

EXECUTIVE SUMMARY

The Operation Lone Star (OLS) Grant Program, administered by the Texas Governor's Office through the Public Safety Office (PSO), is a critical funding initiative designed to enhance interagency border security operations across Texas. In the past several years, the Alpine Police Department has successfully utilized OLS funds to cover overtime expenses and purchase allowable equipment. For FY2026, with the application due on March 13, 2025, the department is specifically seeking funds to support overtime operations.

Program Overview and Purpose

The OLS Grant Program aims to support local projects that bolster border security by enhancing law enforcement capabilities, deterring and interdicting criminal activity, and improving coordination between local and state agencies. Key objectives include:

- **Enhancing Law Enforcement Operations:** Increasing patrol presence, search and rescue capabilities, and investigative capacity to reduce border-related criminal activity, including drug smuggling and organized crime.
- **Supporting Critical Functions:** Funding may also cover jail operations, human remains processing, court administration, and Fire/EMS activities, thereby strengthening the overall public safety infrastructure.

Funding Details and Key Dates

- **Funding Availability:** Minimum of \$20,000 up to a maximum of \$5,000,000; no match requirement.
- **Application Timeline:**
 - **Funding Announcement & Online System Opening:** January 13, 2025
 - **Final Submission Deadline:** March 13, 2025 at 5:00 PM CST
- **Project Period:** Selected projects must begin on or after September 1, 2025, and conclude on or before August 31, 2026.

Eligible Activities and Organizational Requirements

Eligible applicants include units of local government and federally recognized Native American tribes located in counties impacted by border security challenges. Funding may be used for a wide range of activities such as:

- **Law Enforcement Overtime:** Covering overtime costs for patrol, investigative, and support personnel—an area of particular need for the Alpine Police Department.
- **Equipment & Technology:** Acquisition or rental of equipment that enhances border security operations.
- **Travel, Training, and Supplies:** Supporting travel expenses, training, and essential supplies that facilitate efficient execution of OLS activities.

Impact on the Alpine Police Department

The Alpine Police Department's historical utilization of the OLS Grant Program has directly contributed to additional border security coverage and ensuring the availability of critical equipment. For FY2026, the department intends to focus on securing additional funds to support overtime expenses, ensuring that officers can meet increased operational demands during border security missions.

SUPPORTING MATERIALS

1. Resolution 2025-03-05 Lonestar Grant

BUDGET CONSIDERATIONS

Expenditure Required: N/A
Savings Anticipation: N/A
Current Budget FY 2024-2025: N/A
Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 2/24/2025
Approved - 2/24/2025
Final Approval - 2/25/2025

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

RESOLUTION 2025-03-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AUTHORIZING THE CITY'S POLICE DEPARTMENT TO PARTICIPATE IN THE OFFICE OF THE GOVERNOR'S, PUBLIC SAFETY OFFICE, HOMELAND SECURITY GRANTS DIVISION, OPERATION LONE STAR (OLS) FOR FY2026.

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

WHEREAS, the City Council of the City of Alpine finds it in the best interest of the citizens of Alpine that the City participate on the Office of the Governor, Public Safety Office, Homeland Security Grants Division, Operation Lone Star (OLS) for FY2026; and

WHEREAS, the City of Alpine agrees to provide applicable matching funds for the Office of the Governor's BD-Operation Lonestar Grant Program, a funding request for officer overtime hours, as allowed by the Operation Lonestar application; and

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

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

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

SECTION I. The City Council hereby authorizes submission of the grant application for the Office of the Governor, Public Safety Office, Homeland Security Grants Division, Operation Lone Star Program to provide funds for overtime operations for the Alpine Police Department.

SECTION II. The City Council authorizes any additional or matching funds needed as defined by the Operation Lonestar application.

SECTION III. This resolution is effective immediately upon its passage.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 4th DAY OF MARCH 2025 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

Catherine Eaves, Mayor

ATTEST:

Geoffrey R. Calderon, City Secretary

Name:

Operation Lone Star Grant Program (OLS) - FY2026

Available

01/13/2025

Due Date

03/13/2025

Purpose:

The Public Safety Office (PSO) is soliciting grant applications for local projects that support Operation Lone Star.

The purpose of the program is to enhance interagency border security operations supporting Operation Lone Star including the facilitation of directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations to:

Law Enforcement

- Increase the effectiveness and impact of Operation Lone Star.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
- Increase coordination between local and state law enforcement agencies in planning, execution, and analysis of border security operations.

Jail Operations

- Increase capacity for detention operations and other supporting functions associated with increased criminal activity due to surges in illegal migration.

Human Remains Processing

- Support county medical examiner offices in the humane processing of the remains of undocumented migrants.

Court Administration

- Increase capacity and expediency in case preparation, magistration, pre/post-adjudication proceedings, and criminal trials of OLS defendants.

Fire/EMS Operations

- Increase capacity for fire/EMS operations in direct support of OLS.

Available Funding:

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, for Trusted Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations:

1. Units of local government; and
2. Federally Recognized Native American tribes.
3. Eligible applicants must be a county, or a municipality located in a county that has issued a disaster declaration relating to border security. The applicant's county must also be included in the most current Governor's Proclamation renewing the Border Security Disaster Declaration.
4. Preference will be given to eligible applicants within or providing support services to a County that is:
5. adjacent to or a portion of which are located within 20 miles of an international border;
6. adjacent to two counties located on an international border with a population of more than 5,000 and less than 7,500 according to the most recent federal decennial census; or
7. adjacent to the Gulf Intracoastal Waterway, as defined by Section 51.002, Transportation Code;
8. Jurisdictions not physically located within a county described in item 4. above (border county) but applying to provide support services to a jurisdiction that is physically located within a border county must submit a letter of support, memorandum of understanding or other similar documentation from the border county(ies) requesting their supportive services.

Application Process:

Applicants must access the Office of the Governor's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

Key Dates:

Action	Date
Funding Announcement Release	01/13/2025
Online System Opening Date	01/13/2025
Final Date to Submit and Certify an Application	03/13/2025 at 5:00PM CST
Earliest Project Start Date	03/13/2025

Project Period:

Projects selected for funding must begin on or after September 1, 2025 and expire on or before August 31, 2026.

Funding Levels

Minimum: \$20,000

Maximum: \$5,000,000

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funding may be used to provide additional personnel, equipment, supplies, contractual support, travel, and training in support of **Operation Lone Star** activities, including for any one or more of the following activities.

Operation Lone Star - Law Enforcement. Activities related to law enforcement operations in support of OLS:

LAW ENFORCEMENT PERSONNEL - OVERTIME

- Overtime for increased patrol, search and rescue, recovery operations, and/or investigative capacity for certified peace officers.
- Overtime for law enforcement support personnel. These costs may include overtime for personnel necessary to support officers that are on patrol and participating in Operation Lone Star, such as Communications Officer/Dispatcher overtime necessary to maintain a safe Officer to Dispatcher ratio.
- Overtime for non-exempt administrative personnel supporting Operation Lone Star.
- Overtime backfill costs for non-border county agencies directly supporting OLS. Agencies must upload a letter of support from the border county for which the non-border county intends to provide law enforcement personnel.

LAW ENFORCEMENT PERSONNEL – REGULAR or STRAIGHT-TIME & TEMPORARY POSITIONS

- Augmentees: Personnel costs for law enforcement personnel who are not regular employees of a funded agency, but are brought on as needed to specifically cover border security operations so that there can be a force multiplier during Operation Lone Star.
- Regular time for law enforcement personnel working border operations. Grant funds must be used to supplement existing funds and not supplant funds that have been budgeted for the same purpose.
- Part-time to Full-Time: Personnel costs for part-time law enforcement personnel in order to bring them to temporary full-time status.
- Regular time for administrative personnel supporting OLS law enforcement activities.
- Hiring or contracting temporary staff to support OLS law enforcement activities.
- Personnel backfill costs for non-border county agencies directly supporting OLS. Agencies must upload a letter of support from the border county for which the non-border county intends to provide law enforcement personnel.

LAW ENFORCEMENT - EQUIPMENT & TECHNOLOGY

- Costs for equipment, technology, or the rental of equipment, which will benefit the border security mission and will be routinely utilized during Operation Lone Star.

LAW ENFORCEMENT - SUPPLIES and DIRECT OPERATING EXPENSE

- General office supplies and program supplies related to OLS law enforcement activities. Operational costs are also allowable, such as vehicle operating costs or costs for minor emergency repairs as described

below, or for other services pre-approved by the PSO that are critical to success of the program.

Examples include:

- The cost of fuel, lubricants, and minor emergency repairs or maintenance for vehicles, and similar equipment used during the hours in which grant-funded staff are working.
- Only actual expenses supported by invoiced gas, oil, and repair or maintenance receipts may be reimbursed under this grant.
- Maintenance costs must be prorated to show the usage of vehicles or equipment for regular law enforcement duties as compared to usage while officers are working grant-paid patrols.

LAW ENFORCEMENT – TRAVEL & TRAINING

- Travel, per diem, and lodging costs associated with personnel, augmentees, or contractors engaged in OLS activities.

Operation Lone Star - Human Remains Processing. Activities related to the humane processing of the remains of undocumented migrants:

MEDICAL EXAMINER PERSONNEL – OVERTIME

- Overtime for OLS death investigations conducted by a medical examiner, deputy examiner, trained technician, or a forensic pathologist as authorized under Article 49.25 of the Code of Criminal Procedure.
- Overtime for non-exempt administrative personnel supporting a County Medical Examiner's Office.

MEDICAL EXAMINER PERSONNEL – REGULAR or STRAIGHT-TIME & TEMPORARY POSITIONS

- Regular time for county medical examiner personnel conducting OLS death investigations. Grant funds must be used to supplement existing funds and not supplant funds that have been budgeted for the same purpose.
- Part-time to Full-Time: Personnel costs for part-time county medical examiner personnel to bring them to temporary full-time status.
- Regular time for administrative personnel supporting a County Medical Examiner's Office.
- Hiring or contracting temporary staff to assist or conduct OLS death investigations.

MEDICAL EXAMINER - EQUIPMENT & TECHNOLOGY

- Costs for equipment, technology, or the rental of equipment related to the processing of OLS death investigations, temporary morgues, and/or additional body storage capacity.

MEDICAL EXAMINER - SUPPLIES and DIRECT OPERATING EXPENSE

- Costs for supplies and direct operating expenses related to conducting OLS death investigations.

MEDICAL EXAMINER – CONTRACTUAL

- Costs associated with the outsourcing of OLS death investigations, temporary body storage, and other contractual costs incurred by a county medical examiner's office related to the humane processing of the remains of undocumented migrants.

Operation Lone Star – Jail Operations. Activities related to the intake, processing, and holding of OLS inmates in local detention facilities.

JAIL OPERATIONS PERSONNEL – OVERTIME

- Overtime for jailers and support staff related to the intake, processing, and holding of OLS inmates.
- Overtime for non-exempt administrative personnel supporting a local detention facility.
- Overtime backfill costs for non-border county agencies directly supporting OLS. Agencies must upload a letter of support from the border county for which the non-border county intends to provide jailers.

JAIL OPERATIONS PERSONNEL - REGULAR or STRAIGHT-TIME & TEMPORARY POSITIONS

- Augmentees: Personnel costs for jailers who are not regular employees of a funded agency, but are brought on as needed to specifically assist in the intake, processing, and holding of OLS inmates.
- Regular time for jailers. Grant funds must be used to supplement existing funds and not supplant funds that have been budgeted for the same purpose.
- Part-time to Full-Time: Personnel costs for part-time jailers to bring them to temporary full-time status.
- Regular time for administrative personnel supporting OLS corrections activities.
- Hiring or contracting temporary jail staff to support OLS corrections activities.
- Personnel backfill costs for non-border county agencies directly supporting OLS. Agencies must upload a letter of support from the border county for which the non-border county intends to provide jailers.

JAIL OPERATIONS - EQUIPMENT & TECHNOLOGY

- Costs for equipment, technology, or the rental of equipment related to the intake, processing, and holding of OLS inmates.

JAIL OPERATIONS - SUPPLIES and DIRECT OPERATING EXPENSE

- Costs for office supplies, program supplies, and other direct operating expenses related to the intake, processing, and holding of OLS inmates. Examples include: Inmate transportation to court proceedings or state custody.

JAIL OPERATIONS – CONTRACTUAL

- Costs associated with outsourcing OLS inmates to other county jail facilities and/or other contractual costs incurred by a county jail facility related to the intake, processing, and holding of OLS inmates.

JAIL OPERATIONS – TRAVEL & TRAINING

- Travel, per diem, and lodging costs associated with jail personnel, augmentees, or contractors engaged in OLS corrections activities.

Operation Lone Star – Court Administration. Activities related to the case preparation, magistration, pre/post-adjudication proceedings, and criminal trials of OLS defendants.

COURT ADMINISTRATION PERSONNEL – OVERTIME

- Overtime for courtroom staff, court coordinators, and clerks supporting court operations, including but not limited to, case preparation, magistration, pre/post-adjudication proceedings, and criminal trials for OLS defendants.

COURT ADMINISTRATION PERSONNEL - REGULAR or STRAIGHT-TIME & TEMPORARY POSITIONS

- Regular time for courtroom staff, court coordinators, and clerks. Grant funds must be used to supplement existing funds and not supplant funds that have been budgeted for the same purpose.
- Part-time to Full-Time: Personnel costs for part-time courtroom staff, court coordinators, and clerks to bring them to temporary full-time status.
- Hiring or contracting temporary courtroom staff, court coordinators, and clerks to support OLS courts activities.

COURT ADMINISTRATION - EQUIPMENT & TECHNOLOGY

- Costs for equipment and technology to support court operations, including but not limited to, case preparation, magistration, pre/post-adjudication proceedings, and criminal trials for OLS defendants.

COURT ADMINISTRATION - SUPPLIES and DIRECT OPERATING EXPENSE

- Costs for office supplies, program supplies, and other direct operating expenses to support court operations, including but not limited to, magistration, pre/post-adjudication proceedings, and criminal trials for OLS defendants.

COURT ADMINISTRATION – CONTRACTUAL

- Costs associated with contractual costs incurred to support court operations, including but not limited to, magistration, pre/post-adjudication proceedings, and criminal trials for OLS defendants.

Operation Lone Star – Fire/EMS Operations. Activities related to emergency response efforts provided by locally operated Fire/EMS agencies.

FIRE/EMS OPERATIONS (RESCUE) – OVERTIME

- Overtime for increased rescue call volume, search and rescue, and/or recovery operations.
- Overtime for rescue support personnel. These costs may include overtime for personnel necessary to support rescue personnel that are operating on incident scenes and participating in Operation Lone Star, such as telecommunications professional overtime necessary to maintain a safe responder to dispatcher ratio.
- Overtime for non-exempt administrative personnel supporting Operation Lone Star.

FIRE/EMS OPERATIONS (RESCUE) – REGULAR or STRAIGHT-TIME & TEMPORARY POSITIONS

- Part-time to Full-time: Personnel costs for part-time rescue personnel in order to bring them to temporary full-time status.
- Hiring or contracting temporary staff to support OLS rescue activities.

FIRE/EMS OPERATIONS - EQUIPMENT & TECHNOLOGY

- Costs for equipment, technology, or the rental of equipment, which will benefit the border security mission and will be routinely utilized during Operation Lone Star.

FIRE/EMS OPERATIONS (RESCUE) – SUPPLIES and DIRECT OPERATING EXPENSE

- General office supplies and program supplies related to OLS rescue activities. Operational costs are also allowable, such as vehicle operating costs or costs for minor emergency repairs as described below, or for other services pre-approved by the PSO that are critical to success of the program. Examples include:

- Costs associated with fuel, lubricants, and minor emergency repairs or maintenance for vehicles, and similar equipment used during the hours in which grant-funded staff are working.
- Only actual expenses supported by invoiced gas, oil, and repair or maintenance receipts may be reimbursed under this grant.
- Maintenance costs must be prorated to show the usage of vehicles or equipment for regular rescue duties as compared to usage while first responders are working grant-funded rescue operations.
- **FIRE/EMS OPERATIONS – TRAVEL & TRAINING**
 - Travel, per diem, and lodging costs associated with personnel, augmentees, or contractors engaged in OLS activities.

Program-Specific Requirements

1. Eligible applicants, as applicable, assure to continue and/or renew a local disaster declaration relating to border security for the entirety of the project period. The expiration or dissolution of a local disaster declaration may result in the early termination of the grant agreement.
2. Eligible applicants in a border county, as described in the Eligible Organizations section, must upload a letter from the county attorney expressing their office's active participation in prosecuting misdemeanor and felony offenses, as appropriate, in support of Operation Lone Star.
3. Eligible applicants performing law enforcement functions must agree to perform the following activities:
 - Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Texas Department of Public Safety's (DPS) Joint Operations and Intelligence Centers (JOICs).
 - Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
 - Report significant border-related events that occur during each 24-hour period.
 - Conduct enhanced law enforcement patrolling activities if funded for those activities through this grant and recognize/react to information/intelligence to adjust times and locations of enhanced patrol activities.
 - Identify significant border-related trends or areas of interest that may be developed into focus areas for future operations.
 - Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.
 - Submit information on incidents using the Border Incident Assessment Report (BIAR).
 - The grantee shall report all border-related incidents to the appropriate JOIC using the BIAR. BIAR reporting shall include events that occur during Enhanced Operation activities AND events that occur during Steady State activities. Enhanced (Surge) Operations originate out of the use of Lone Star funds when the local agency chooses to increase the hours of patrol or investigations. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall Lone Star mission, such as organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, human trafficking, human smuggling, home invasions with

a border or organized crime nexus, illegal immigration, border-related murders, gang-related murders, vehicle thefts, or drug trafficking.

- The BIAR is the primary incident and information-reporting tool for the grantee in local border security operations. The grantee shall ensure all BIARs conform to the respective standards outlined by the JOIC and are submitted within 24 hours of the end of shift and/or the timeframes established by the JOIC.

4. Applicants performing overtime activities must provide a copy of the local overtime policy as approved by its governing board. This policy will be considered the official policy for grant purposes and must be used throughout the grant period. The policy must:

- Clearly describe how overtime will be calculated;
- Be consistent with the agency's local overtime policy;
- Treat overtime for grant-paid personnel the same as non-grant paid personnel.

5. Project Overtime (OT) shall be reimbursed following the grantee's overtime policy and the requirements as stated below:

- OT is time actually worked that exceeds the required number of hours during an employee's designated work period, as per grantee's policies and procedures.
- OT must be worked to support border security operations.
- The project OT rate shall be no more than one-and-one-half (1.5) times the employee's regular pay rate.
- Exempt salaried employees working border security operations may be reimbursed for overtime only if the grantee's overtime policy specifically allows for this.
- PSO will only reimburse the grantee for OT that does not exceed a total of 16 hours worked (regular plus OT) during any 24-hour period.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information [Resources Statewide Cybersecurity Awareness Training](#) page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS

for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

5. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#), certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2026 or the end of the grant period, whichever is later.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may **not** be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. Lobbying;
3. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. Vehicles or equipment for government agencies that are for general agency use;
5. Weapons, ammunition, tasers, or explosives;
6. Admission fees or tickets to any amusement park, recreational activity or sporting event;
7. Promotional gifts;
8. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel;
9. Membership dues for individuals;
10. Any expense or service that is readily available at no cost to the grant project;
11. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
12. Fundraising;
13. Salary stipends;
14. Construction;
15. Aircraft (fixed wing & rotary wing including sUAS, drones, unmanned aerial aircraft);
16. Fire engines;
17. Ambulances (types 1, 2, & 3);
18. Any other prohibition imposed by federal, state, or local law.

Selection Process

PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

Applications will then be reviewed by PSO staff members, or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 11B

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approve Order 2025-03-02, an order approving the Certification of Unopposed Candidates for the May 3, 2025 General Election. (G. Calderon, City Secretary)

EXECUTIVE SUMMARY

The Certification of Unopposed candidates must be presented to the governing body and must be approved and completed prior to the unopposed Ward 3 race being canceled (Texas Election Code, Sec. 2.052)

SUPPORTING MATERIALS

1. 13-1f Certification of Unopposed Candidates

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk

Geoffrey R. Calderon, City Secretary

Megan Antrim, City Manager

Approved - 2/19/2025

Approved - 2/19/2025

Final Approval - 2/24/2025

ORDER 2025-03-02
ORDEN 2025-03-02

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR
OTHER POLITICAL SUBDIVISIONS**
*CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)*

To: Catherine Eaves, Presiding Officer of the Governing Body

A: Catherine Eaves, Presidente de la Entidad Gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 3, 2025.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 3 de mayo del 2025.

List offices and names of candidates:

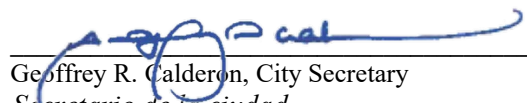
Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)

City Council Member Ward 3
Miembro del Consejo de la Ciudad Distrito 3

Candidate(s) Candidato(s)

Robert Rückes



Geoffrey R. Calderon, City Secretary
Secretario de la ciudad

2/21/2025

Date of signing (*Fecha de firma*)



(Seal) (*sello*)

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL OF
THE CITY OF ALPINE, TEXAS ON MARCH 4, 2025.**

*APROBADO Y ADOPTADO POR MAYORIA DE VOTOS DEL CONCEJO MUNICIPAL DE LA CIUDAD
DE ALPINE, TEXAS EL 4 DE MARZO DEL 2025.*

APPROVED (APROBADO):

ATTEST (DAR FÉ):

Catherine Eaves, Mayor
Alcaldesa

Geoffrey R. Calderon, City Secretary
Secretario de la ciudad

CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 11C

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approve Order 2025-03-03, an order of cancellation for the unopposed Ward 3 race for the May 3, 2025 General Election. (G. Calderon, City Secretary)

EXECUTIVE SUMMARY

On receipt of the certification of unopposed candidates, the governing body, by order or ordinance, shall declare each unopposed candidate declared to office. The order must be posted at the polling place used in the election. The unopposed candidate must qualify for office in the same manner as provided for a candidate elected at the election, and will be sworn in after the election is canvassed (Texas Election Code, Sec. 2.053)

SUPPORTING MATERIALS

1. 13-2f Order of Cancellation

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 2/19/2025
Approved - 2/19/2025
Final Approval - 2/24/2025

ORDER 2025-03-03

ORDEN 2025-03-03

ORDER OF CANCELLATION

ORDEN DE CANCELACIÓN

The City of Alpine hereby cancels the Ward 3 election scheduled to be held on May 3, 2025 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

La Ciudad de Alpine por la presente cancela la elección que, de lo contrario, se hubiera celebrado el 3 de mayo de 2025 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:

Candidate (Candidato)

Office Sought (Cargo al que presenta candidatura)

Robert Rückes

City Council Member Ward 3

Miembro del consejo de la ciudad distrito 3

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS ON MARCH 4, 2025.

APROBADO Y ADOPTADO POR MAYORIA DE VOTOS DEL CONCEJO MUNICIPAL DE LA CIUDAD DE ALPINE, TEXAS EL 4 DE MARZO DE 2025.

Catherine Eaves, Mayor

Alcaldesa

(seal) (*sello*)

Geoffrey R. Calderon, City Secretary

Secretario de la ciudad

Date of adoption (*Fecha de adopción*)

CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 11D

Department: Office of the City Manager

Sponsor: Megan Antrim, City Manager

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approve Special Use Permit 2025-03-01, a special use permit allowing the applicant, American Legion Post #79, to obtain a Late Hours Certificate (LH) from the Texas Alcoholic Beverage Commission to allow open hours until 2:00 A.M. The subject property is located at 306 W. Sul Ross Avenue. The property owner of record is American Legion. The Parcel ID of the subject property is 11884. The current zoning classification of the subject property is C-2 Business District and will remain the same if the application is approved. (G. Calderon, City Secretary)

EXECUTIVE SUMMARY

The applicant, American Legion, is requesting a late hours certificate so that the establishment can remain open until 2:00 A.M. City Administration advised the applicant that this request should go through the special use permit process in order to gain broad public review of the application, especially being that this location is next to a residential neighborhood. The applicant advised that the late hours would typically only apply on Fridays, Saturdays, and special occasions such as holidays. The Planning & Zoning Commission met on February 24th regarding this application.

SUPPORTING MATERIALS

1. SUP 2025-03-01_Redacted

BUDGET CONSIDERATIONS

Expenditure Required: N/A
Savings Anticipation: N/A
Current Budget FY 2024-2025: N/A
Additional Funding: N/A

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 2/20/2025
Approved - 2/20/2025
Final Approval - 2/24/2025



CONDITIONAL/SPECIAL USE PERMIT APPLICATION

City of Alpine Building Services Department
309 W. Sul Ross Av., Alpine Texas, 79830
432.837.3281

*Please complete one application per property. Application must be completely filled out.

SECTION 1: APPLICANT INFORMATION (applicant/agent/company/contact)

Name <u>American Legion Post #79</u>		City, State, Zip <u>ALPINE, TX 79830</u>
Address <u>306 W SUL ROSS AVE</u>		
Primary Telephone Number <u>432-940-8060</u>	Email Address <u></u>	

SECTION 2: PROPERTY INFORMATION

Street Address of public property <u>306 W SUL ROSS AVE</u>		
LEGAL DESCRIPTION OF SUBJECT PROPERTY (meets and bounds must be described on 8 1/2 x 11 sheet)		
Lot <u>4-10</u>	Block <u>14</u>	Addition
Square footage of property	Acres <u>.69</u>	Present zoning classification <u>C-2</u>
Proposed use of the property		
Zoning ordinance provision requiring a conditional use (in-depth description & hours of operation) <u>12 PM - 2 AM</u> <u>AMERICAN LEGION HALL / HOURS OF OPERATION Sunday - SATURDAY</u>		

SECTION 3: PROPERTY OWNER INFORMATION

Name of current property owner <u>Big Bend Post No. 79, THE AMERICAN LEGION</u>		City, State, Zip <u>ALPINE, TX 79830</u>
Address <u>306 W SUL ROSS AVE</u>		
Primary Telephone Number <u>432-940-8060</u>	Email Address <u></u>	

Submit a letter describing the proposed conditional use and note the request on the site plan document in the same letter.

1. Describe or show on the site plan, and conditional requirements or conditions imposed upon the particular conditional use by applicable district regulations (example: buffer yards, distance between users).
2. Describe whether the proposed conditional use will, or will not cause substantial harm to the value, use, or enjoyment of the other property in the neighborhood.
3. Describe how the proposed conditional use will add to the value, use or enjoyment of other property in the neighborhood.

 **PAID**
ck#8975
INV# 25-007884

**SIGNATURE TO AUTHORIZE CONDITIONAL USE REQUEST AND PLACE
A CONDITIONAL USE REQUEST SIGN ON THE SUBJECT PROPERTY**

Sammy Villarreal
Print Applicant Name

[Signature]
Applicant signature

The State Of Texas

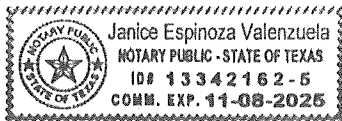
County Of Brewster

Before Me Janice Espinoza-Valenzuela on this day personally appeared Sammy Villarreal
Notary Applicant

Known to me (or proved to me on the oath of card of other documents) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of the office this 15th day of January, A.D. 2025

Seal.



[Signature]
Notary in and for the State of Texas

Andy Ramos
Print Property Owners Name

[Signature]
Property Owners Signature

The State Of Texas

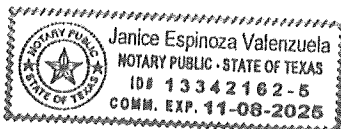
County Of Brewster

Before Me Janice Espinoza-Valenzuela on this day personally appeared Andres Ramos
Notary Applicant

Known to me (or proved to me on the oath of card of other documents) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Seal

Given under my hand and seal of the office this 15th day of January, A.D. 2025



[Signature]
Notary in and for the State of Texas

ACKNOWLEDGEMENT

All conditional Use and Special Use Applications must be completed when filed and will be placed on the agenda.

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

After approval, changes to a conditional use or special use permit (no matter how minor or major) can only be approved by city council through the public hearing process.

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

I have read and understand all of the requirements as set forth by the application for conditional use or special use permit and acknowledge that all requirements of this application have been met at the time of submittal



Owner/Agent Signature

Sammy Villanreal

Printed Name

JAN 15, 2025

Date

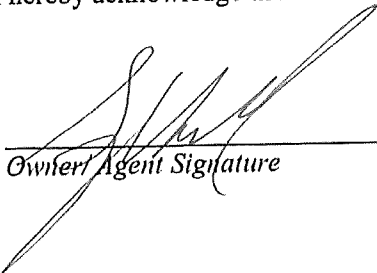
ILLUMINATION PLAN

An illumination plan to include a site photometric (including illuminated signs) and all fixture details shall be submitted as part of the site plan review process.

Applications will not be accepted without this requirement.

Chapter 18 - BUILDINGS AND BUILDING REGULATIONS | Code of Ordinances | Alpine, TX | Municode Library
"Outdoor Lighting Ordinance."

I hereby acknowledge that an illumination plan has been included as part of this submittal.



Owner/Agent Signature

Sammy Villanreal

Printed Name

JAN 15, 2025

Date

PLATTING VERIFICATION

This verification statement must be signed prior to the submittal of this conditional use application.

It has been determined that the property described below does require platting or replatting and the applicant has been instructed on this procedure.

mi It has been determined that the property described below is currently platted or does not require platting or replatting at this time.

P.O. Box 695 / 306 W. Sul Ross Ave
Address of subject property

Lot 4-10 Block 14
Legal description of subject property

Verify by:

mi
Name Building Services Department

Signature

01/27/2025

Date



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texans Helping Businesses & Protecting Communities

**Required
Certifications**

Join TABC in the fight against human trafficking

L-CERT (7/2022)

Submit this form to the proper officials to obtain certification for the type of license/permit for which you are applying as required by TX Alc. Bev. Code, Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13. This Required Certifications form must be submitted with your Initial Application form.
Contact your local TABC office for assistance.

LOCATION INFORMATION

1. Trade Name of Location (Name of restaurant, bar, store, etc.) AMERICAN LEGION POST #79			
2. Owner of Business/Applicant (Name of Corporation, LLC, etc.) BIG BEND POST NO. 79, THE AMERICAN LEGION, DEPARTMENT OF TEXAS, ALPINE, TEXAS			
3. Type of Owner ☒ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership ☐ Other: _____			
4. Location Address 306 W SUL ROSS AVE			
City ALPINE	County Brewster	State TX	Zip Code 79830
5. Mailing Address PO BOX 695			
City ALPINE	County Brewster	State TX	Zip Code 79831
6. Business Telephone Number PENDING	Alternate Telephone Number	E-mail Address	
7. Application for:			
☒ Original	☐ Reinstatement License/Permit Number	☐ Reinstatement and Change of Trade Name License/Permit Number	
	☐ Change of Location License/Permit Number	☐ Change of Location and Trade Name License/Permit Number	
8A. Type of Off-Premise Retailer License/Permit:			
☐ BF Retail Dealer's Off-Premise License	☐ E Local Cartage Permit	☐ P Package Store Permit	
☐ BQ Wine and Malt Beverage Retail Dealer's Off-Premise Permit	☐ ET Third-Party Local Cartage Permit	☐ Q Wine Only Package Store	
☐ LP Local Distributor's Permit			
8B. Type of On-Premise Retailer License/Permit			
☐ BE Retail Dealer's On-Premise License	☐ E Local Cartage Permit	☐ MB Mixed Beverage	
☒ BG Wine and Malt Beverage Retail Dealer's On-Premise Permit	☐ FB Food and Beverage Certificate	☐ WP Waterpark Permit	
☐ BP Brewpub License	☒ LH Late Hours Certificate		
8C. Type of Wholesaler's, Distributor's, or Manufacturer's License/Permit			
☐ BB General Distributor's License	☐ D Distillers and Rectifiers Permit - allows on-premise consumption	☐ S Nonresident Seller's Permit	
☐ BC Branch Distributor's License	☐ DS Out-of-State Winery Direct Shipper's Permit	☐ SD Brewer's Self-Distribution License	
☐ BN Nonresident Brewer's License	☐ G Winery - allows on-premise consumption	☐ W Wholesaler's Permit	
☐ BW Brewer's License	☐ J Bonded Warehouse	☐ X General Class B Wholesaler Permit	
☐ JD Bonded Warehouse (Dry Area)			
9. For On or Off-Premise Applicants, Indicate Primary Business Type at this Location			
☒ Bar	☐ Grocery/Market	☐ Package Store	☐ Sexually Oriented
☐ Civic Center	☐ Hotel	☐ Public Entertainment Fac. (PEF as defined in Sec. 108.73)	☐ Sporting Arena
☐ Convenience Store	☐ Motel	☐ Racetrack	
☐ Delivery Company	☐ Movie Theater	☐ Restaurant	

Trade Name: _____ AMERICAN LEGION POST #79

Location Address: 306 W SUL ROSS AVE

City: ALPINE

County: Brewster

Off-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the city secretary...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.

Certificate of City Secretary: P, Q, BF, BQ

TX Alc. Bev. Code, Section 11.37 & 61.37

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
☐ BF	The legal sale of malt beverages for off-premise consumption only ☐ greater than 5% alcohol by volume OR ☐ 5% or less alcohol by volume
☐ BF, BQ, Q	The legal sale of malt beverages and wine for off-premise consumption only
☐ BF, BQ, Q, P	The legal sale of all alcoholic beverages for off-premise consumption only

OR

☐ I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN

HERE _____, _____, TEXAS
City Secretary/Clerk City

SEAL

On-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the city secretary...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.

Certificate of City Secretary (FOR MB, MB/FB, BG, BG/FB, BE, & BE/FB)

TX Alc. Bev. Code, Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
☐ MB	Mixed Beverage Permit
☐ MB/FB	Mixed Beverage Restaurant Permit with required Food and Beverage Certificate
☐ BG*	Wine and Malt Beverage Retail Dealer's On-Premise Permit
☐ BG/FB*	Wine and Malt Beverage Retail Dealer's On-Premise Permit with required Food and Beverage Certificate
☐ BE*	Retail Dealer's On-Premise License
☐ BE/FB*	Retail Dealer's On-Premise License with required Food and Beverage Certificate
*Mark box on right for BE and/or BE/FB	☐ greater than 5% alcohol by volume OR ☐ 5% or less alcohol by volume
*Mark box on right for any of the following license or permit types BG, BG/FB BE, BE/FB	Election for given location was held for: ☐ legal sale of malt beverage/wine (17%) on-premise AFTER Sept. 1, 1999 OR ☐ legal sale of malt beverage/wine (14%) on-premise BEFORE Sept. 1, 1999

SIGN

HERE _____, _____, TEXAS
City Secretary/Clerk City

SEAL

Certification for Late Hours Certificate (LH)

TX Alc. Bev. Code, Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

☐	The governing body of this city or county has by ordinance or order authorized the sale of mixed beverages between midnight and 2:00 A.M.;
OR	
☐	The governing body of this city or county has by ordinance or order authorized the sale of malt beverage between midnight and _____ A.M.;
OR	
☐	The population of the city or county where premises are located was 500,000 or more according to the 24 th Decennial Census of the United States as released by the Bureau of the Census on April 1, 2020;
OR	
☐	The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2020).

SIGN

HERE _____, _____, TEXAS
City Secretary/Clerk City

SEAL

Trade Name: _____ AMERICAN LEGION POST #79 _____

Location Address: 306 W SUL ROSS AVE

City: ALPINE

County: Brewster

Wholesaler, Distributor or Manufacturer Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the city secretary...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.

Certificate of City Secretary for: J

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this ____ day of _____, 20__, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

S E A L

Certificate of City Secretary for Winery (G) Applicants

Per Sec. 16.011, "A winery permit may be issued for premises in an area in which the sale of wine has not been authorized by a local option election..."

I hereby certify on this ____ day of _____, 20__, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

☐ I hereby refuse on this ____ day of _____, 20__ to certify this location.

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

S E A L

Certificate of City Secretary for: BW & D

I hereby certify on this ____ day of _____, 20__, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages, and

☐ does ☐ does not allow for on-premise consumption and

☐ does ☐ does not allow for off-premise consumption in accordance with 501.035 of the Election Code.

OR

☐ I hereby refuse on this ____ day of _____, 20__ to certify this location.

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

S E A L

Certificate of City Secretary for: BB, BC, W & X

Applicants Per Sec. 251.79 "a wholesaler's permit, general class B wholesaler's permit, or a general or branch distributor's license may be issued and licensed premises maintained *in any area where the sale of any alcoholic beverage is legal.*"

I hereby certify on this ____ day of _____, 20__, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

I hereby refuse on this ____ day of _____, 20__ to certify this location.

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

S E A L

Trade Name: _____ AMERICAN LEGION POST #79

Location Address: 306 W SUL ROSS AVE City: ALPINE County: Brewster

Off-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the county clerk...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order....

Certificate of County Clerk: P, Q, BF, BQ

TX Alc. Bev. Code, Section 11.37 & 61.37

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
☐ BF	The legal sale of malt beverages for off-premise consumption only ☐ greater than 5% alcohol by volume OR ☐ 5% or less alcohol by volume
☐ BF, BQ, Q	The legal sale of malt beverages and wine for off-premise consumption only
☐ BF, BQ, Q, P	The legal sale of all alcoholic beverages for off-premise consumption only

OR

☐ I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN

HERE _____, _____ County
County Clerk

SEAL

On-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the county clerk...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order....

Certificate of County Clerk (FOR MB, MB/FB, BG, BG/FB, BE, & BE/FB)

TX Alc. Bev. Code, Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
☐ MB	Mixed Beverage Permit
☐ MB/FB	Mixed Beverage Restaurant Permit with required Food and Beverage Certificate
☐ BG*	Wine and Malt Beverage Retail Dealer's On-Premise Permit
☐ BG/FB*	Wine and Malt Beverage Retail Dealer's On-Premise Permit with required Food and Beverage Certificate
☐ BE*	Retail Dealer's On-Premise License
☐ BE/FB*	Retail Dealer's On-Premise License with required Food and Beverage Certificate
*Mark box on right for BE and/or BE/FB	☐ greater than 5% alcohol by volume OR ☐ 5% or less alcohol by volume
*Mark box on right for any of the following license or permit types BG, BG/FB BE, BE/FB	Election for given location was held for: ☐ legal sale of malt beverage/wine (17%) on-premise AFTER Sept. 1, 1999 OR ☐ legal sale of malt beverage/wine (14%) on-premise BEFORE Sept. 1, 1999

SIGN

HERE _____, _____ County
County Clerk

SEAL

Certification for Late Hours Certificate (LH)

TX Alc. Bev. Code, Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

☐	The governing body of this city or county has by ordinance or order authorized the sale of mixed beverages between midnight and 2:00 A.M.;
OR	
☐	The governing body of this city or county has by ordinance or order authorized the sale of malt beverage between midnight and _____ A.M.;
OR	
☐	The population of the city or county where premises are located was 500,000 or more according to the 24 th Decennial Census of the United States as released by the Bureau of the Census on April 1, 2020;
OR	
☐	The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2020).

SIGN

HERE _____, _____ County
County Clerk

SEAL

Trade Name: _____ AMERICAN LEGION POST #79 _____

Location Address: 306 W SUL ROSS AVE

City: ALPINE

County: Brewster

Wholesaler, Distributor or Manufacturer Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the county clerk...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order...

Certificate of County Clerk for: J

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this ____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

SIGN

HERE _____, _____ County
County Clerk

S E A L

Certificate of County Clerk for Winery (G) Applicants

Per Sec. 16.011, "A winery permit may be issued for premises in an area in which the sale of wine has not been authorized by a local option election..."

I hereby certify on this ____ day of _____, 20____, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

☐ I hereby refuse on this ____ day of _____, 20____ to certify this location.

SIGN

HERE _____, _____ County
County Clerk

S E A L

Certificate of County Clerk for: BW & D

I hereby certify on this ____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages, and

☐ does ☐ does not allow for on-premise consumption and

☐ does ☐ does not allow for off-premise consumption in accordance with 501.035 of the Election Code.

OR

☐ I hereby refuse on this ____ day of _____, 20____ to certify this location.

SIGN

HERE _____, _____ County
County Clerk

S E A L

Certificate of County Clerk for: BB & BC, W & X

Applicants Per Sec. 251.79 "a wholesaler's permit, general class B wholesaler's permit, or a general or branch distributor's license may be issued and licensed premises maintained *in any area where the sale of any alcoholic beverage is legal.*"

I hereby certify on this ____ day of _____, 20____, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

I hereby refuse on this ____ day of _____, 20____ to certify this location.

SIGN

HERE _____, _____ County
County Clerk

S E A L

Trade Name: _____ AMERICAN LEGION POST #79 _____

Location Address: 306 W SUL ROSS AVE

City: ALPINE

County: Brewster

Publisher's Affidavit for All Applicants Except BN, DS, S
TX Alc. Bev. Code, Section 11.39 and 61.38

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE Click here to see example of newspaper publication
City, County		
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)		
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>		
Signature of publisher or designee		
Sworn to and subscribed before me on this date (MM/DD/YYYY)		
Signature of Notary Public		
S E A L		

Comptroller of Public Accounts Certificate for All Applicants
TX Alc. Bev. Code, Section 11.46 (b) & 61.42 (b)

This is to certify on this _____ day of _____, 20_____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit and that none of the persons making this application are indebted to the State of Texas.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE _____ FIELD OFFICE _____ **S E A L**



All Transactions Approved

Bureau: 2512479 - Brewster Co, TX Misc CNT

Reference Number	Amount	Qty	Conv. Fee	Result
Copies	\$3.00	1	\$2.00	Approved
Payment ID: 100315714255				
Miscellaneous Fee				
Total Amounts + All Fees:	\$5.00			

BILLING INFORMATION

Payment will be billed to:
ANDRES E RAMOS
Card ending in ...3172 (Visa)
Processed at 01/09/2025 2:29:35 PM CST

LEGAL NOTICE

Certified Payments provides a service for consumers and businesses to make payments via their credit card for various types of services and taxes. By utilizing Certified Payments, you, the cardholder, are subject to the following terms and conditions. By submitting your payment through Certified Payments, you are agreeing to the terms and conditions listed in the Legal Notices link below. Please read all terms and conditions carefully.

Privacy Statement - www.certifiedpayments.net/PrivacyStatement.aspx
Legal Notice - www.certifiedpayments.net/LegalNotices.aspx



All Transactions Approved

Bureau: 2512479 - Brewster Co, TX Misc CNT

Reference Number	Amount	Qty	Conv. Fee	Result
Copies	\$8.00	1	\$2.00	Approved
Payment ID: 100315718207				
Miscellaneous Fee				
Total Amounts + All Fees:	\$10.00			

BILLING INFORMATION

Payment will be billed to:
ANDRES E RAMOS
Card ending in ...3172 (Visa)
Processed at 01/09/2025 2:50:52 PM CST

LEGAL NOTICE

Certified Payments provides a service for consumers and businesses to make payments via their credit card for various types of services and taxes. By utilizing Certified Payments, you, the cardholder, are subject to the following terms and conditions. By submitting your payment through Certified Payments, you are agreeing to the terms and conditions listed in the Legal Notices link below. Please read all terms and conditions carefully.

Privacy Statement - www.certifiedpayments.net/PrivacyStatement.aspx
Legal Notice - www.certifiedpayments.net/LegalNotices.aspx

I hereby certify that the foregoing instrument was filed for record in my office on September 20, 1961, at 11 o'clock A.M., and duly recorded on September 20, 1961, at 1:20 o'clock P.M.

(Seal)

J. W. Frazer, County Clerk, Brewster County,

By Alonso L. Rivera Deputy.

Texas.

ALONZO HORD, ET UX

TO

CARL E. THAIN

WARRANTY DEED

THE STATE OF TEXAS, }
COUNTY OF BREWSTER. }

KNOW ALL MEN BY THESE PRESENTS:

That we, Alonzo Hord and wife, Ethel P. Hord, of the County of Brewster and the State of Texas, for and in consideration of the sum of Ten and Other Dollars cash to us in hand paid by Carl E. Thain, the receipt of which is hereby acknowledged and confessed, and the further consideration of the assumption by the Grantee, Carl E. Thain, and his agreement to take up, pay off and discharge as the same may become due that certain Promissory Deed of Trust Note in the original principal sum of Seven Thousand Five Hundred and no/100 Dollars (\$7,500.00) dated June 6, 1959, executed by Carl E. Thain, Alonzo Hord and Ethel P. Hord to the First National Bank in Alpine, Texas, with interest thereon at seven per cent (7%) and payable in monthly installments of Ninety Dollars (\$90.00) per month, plus interest, the first installment being due July 8, 1959, and on the 8th day of each month thereafter until the whole of said note is fully paid; and to the terms of such note and its record in Volume 135 at Page 172 of the Deed of Trust Records of Brewster County, Texas, reference to which is here made for a better description of such debt, and the Grantee herein, upon accepting this deed, expressly assumes said Deed of Trust Note and Lien and agrees to pay off the balance of the same according to the face, tenor and effect of said Note as a part of the consideration of this deed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Carl E. Thain of the County of Brewster and the State of Texas, all of our right, title and interest in and to that certain tract or parcel of land situated in Brewster County, Texas, described as follows, to-wit:

Being a part of Lots Six (6), Seven (7) and Eight (8) of Block Fourteen (14) of the Original Townsite of Alpine, Brewster County, Texas, described by metes and bounds as follows, to-wit:

BEGINNING at the NW Cor. of Lot 6 in said Block:

THENCE S. along the W. Boundary Line of said Block 14 a distance of 60 varas to the SW Cor. of Lot 8 in said Block:

THENCE E. along the S. Boundary Line of said Lot 8 a distance of 19.2 varas:

THENCE N. 30 Deg. 31' E. to the SW Cor. of the American Legion Tract;

THENCE N. and along the W. Boundary Line of said American Legion Tract to its NW Cor., same being in the N. line of Lot 6, said Block, and the NE Cor. of this Tract:

THENCE W. along the N. Boundary Line of said Lot 6 in said Block, a distance of 90.5 feet to the place of Beginning.

TO HAVE AND TO HOLD all of our right, title and interest in the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Carl E. Thain, his heirs and assigns Forever, and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend (save and except as to the indebtedness herein assumed), all and singular the said premises unto the said Carl E. Thain, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands at Alpine, Texas, this 24th day of March, 1961.

Documentary Stamps \$1.10,
Cancelled A.H., 3-24-61

Alonzo Hord
Alonzo Hord
Ethel P. Hord
Ethel P. Hord

THE STATE OF TEXAS, }
COUNTY OF BREWSTER. }

BEFORE ME, the undersigned authority, a Notary Public in and for the County of Brewster and the State of Texas, on this day personally appeared Alonzo Hord and Ethel P. Hord, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Ethel P. Hord, wife of the said Alonzo Hord, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ethel P. Hord, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 24th day of March, A. D., 1961.

(SEAL)

VASHTI M. CREIGH,

Vashti M. Creigh,

My Commission Expires June 1, 1961.

Notary Public, Brewster County, Texas.

I hereby certify that the foregoing instrument was filed for record in my office on September 21, 1961, at 10:10 o'clock A.M., and duly recorded on September 21, 1961, at 11:00 o'clock A.M.

(SEAL)

J. W. Frazer, County Clerk, Brewster County, Texas.

By Sara Rugh Deputy.

H. M. WATTERS ESTATE BY ANITA H. HOLLIS TO W. I. WINTER ADMINISTRATRIX DEED
ADMINISTRATRIX

THE STATE OF TEXAS, }
COUNTY OF BREWSTER. }

WHEREAS, by an order of the County Court of Brewster County, Texas, sitting in matter of probate, made on the 14 day of June, A. D., 1960, directing the sale of All of Section 27, Block G-5, Grantee D. & W. Ry. Company, in Brewster County, Texas, being lands belonging to the estate of H. M. Watters, deceased, pursuant to an application for an order to sell said Section of land belonging to said estate, made to said Court on the 2nd day of June, A. D., 1960, I, Anita H. Hollis, Administratrix of the estate of H. M. Watters, deceased, joined pro forma herein by her husband, Werner Hollis, of Brewster County, Texas, did on the 10 day of August A. D., 1961, sell at private sale at Alpine, in the County of Brewster said Section of land to W. I. Winter, of Brewster County, Texas, for the sum of THIRTY TWO HUNDRED AND NO/100 (\$3200.00) DOLLARS on these terms, viz.: cash in hand in accordance with the said order of sale; and

WHEREAS, the report of said sale, having been filed on the 12 day of August, A.D., 1961, and made to said court, such sale, was on the 18 day of August A. D., 1961, in all respects confirmed by the decree of said Court, which decree reads and was and is as follows:

"No. 826.

IN THE MATTER OF THE ESTATE OF
H. M. WATTERS, DECEASED.

IN THE COUNTY COURT OF
BREWSTER COUNTY, TEXAS.

On this the 18 day of August A. D., 1961, came on to be heard in the above entitled and numbered proceeding at a regular term of the above court the report of sale of Anita H. Hollis, Administratrix of the estate of H. M. Watters, deceased, hereinafter called "The Representative" of the following described property belonging to said estate, to-wit:

All of Section 27, Block G-5, Grantee, D. & W. Ry. Company, containing 640 acres of land and lying and being situated in Brewster County, Texas:

made
made on the 12 day of August A. D., 1961, in obedience to the order of this court, on the 14

4023

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS X

COUNTY OF BREWSTER X

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned CARL E. THAIN and MARY THAIN, duly and lawfully married husband and wife of the County of Brewster, State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration paid to the undersigned by the Grantees herein named, the receipt and sufficiency of which are hereby acknowledged and confessed, and in further consideration of the execution and delivery to Grantors by Grantees of Grantees' Promissory Note of even date herewith in the principal amount of FOURTEEN THOUSAND AND NO/100 (\$14,000.00) DOLLARS, bearing interest as therein specified, payable as therein specified, secured by the Vendor's Lien retained herein and further secured by the lien of the Deed of Trust of even date herewith executed by Grantees, HAVE GRANTED, SOLD, AND CONVEYED, and by these presents DO HEREBY GRANT, SELL, AND CONVEY unto WAYNE E. SCHULZ and LINDA F. SCHULZ, duly and lawfully married husband and wife, of the County of Brewster, State of Texas, all of that certain real property lying and being situated in Brewster County, Texas, more particularly described as follows, to-wit:

Being a part of Lots Six (6), Seven (7), and Eight (8) of Block Fourteen (14) of the Original Townsite of Alpine, Brewster County, Texas, described by metes and bounds as follows, to-wit:

BEGINNING at the NW Cor. of Lot 6 in said Block;

THENCE S along the W Boundary Line of said Block 14 a distance of 60 varas to the SW Cor. of Lot 8 in said Block;

THENCE E along the S Boundary Line of said Lot 8 a distance of 19.2 varas;

THENCE N 30 Deg. 31' E to the SW Cor of the American Legion Tract;

THENCE N and along the W Boundary Line of said American Legion Tract to its NW Cor., same being in the N line of Lot 6, said Block, and the NE Cor. of this Tract;

THENCE W along the N Boundary Line of said Lot 6 in said Block, a distance of 90.5 feet to the place of Beginning, and being that same tract of land described and conveyed in Volume 139 at Page 618 of the Deed Records of Brewster County, Texas.

TO HAVE AND TO HOLD the above described real property, together with all and singular the rights and appurtenances thereto in anywise belonging and any right, title, and interest of Grantors in and to adjacent streets, alleys, and rights-of-way, unto the said WAYNE E. SCHULZ and LINDA F. SCHULZ, their heirs, personal representatives, successors; and assigns forever and Grantors do hereby bind themselves and their heirs, representatives, successors, and assigns, to warrant and forever defend all and singular the above described real property unto Grantees and their heirs, personal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject, however, to those conditions herein set forth.

It is expressly agreed and stipulated that a Vendor's Lien and the superior title are retained against the property hereby conveyed until the above described note, and all interest thereon, are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute; provided, however, that Grantors or their assigns shall not be entitled to enforce said Vendor's Lien or assert said superior title unless Grantors or their assigns are also at such time entitled to exercise any rights of foreclosure under the terms of that certain Deed of Trust of even date herewith from Grantees to JACK WILLIAMS, Trustee for the benefit of Grantors, covering said real property and securing payment of said note.

EXECUTED this 8th day of September, 1975.

Carl E. Thain
CARL E. THAIN, Grantor

Mary Thain
MARY THAIN, Grantor

THE STATE OF TEXAS X
COUNTY OF BREWSTER X

BEFORE ME, the undersigned authority, on this date personally appeared CARL E. THAIN and MARY THAIN, known to me to be the persons

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-3-

whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of September, 1975.



Merrell S. Hopson
Notary Public in and for
Brewster County, Texas

FILED FOR RECORD the 8th day of SEPTEMBER A.D., 19 75 at 11:55 o'clock A.M.

RECORDED the 9th day of SEPTEMBER A.D., 19 75 at 3:35 o'clock P.M.

By Hortensia Ramos Deputy

HELEN CRONE, County Clerk,
Brewster County, Texas

8915

THE STATE OF TEXAS X
COUNTY OF BREWSTER X KNOW ALL MEN BY THESE PRESENTS:

That we, DONALD E. GOODRICH and WILLIAM M. BEESON, (each owning, occupying and claiming other property as our homestead), doing business as BULLDOG ANCHOR COMPANY, a partnership, and sometimes doing business as, and receiving property in the name of BULLDOG ANCHOR COMPANY, a Texas corporation, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration, cash to us in hand paid by ROBERT R. KIM, the receipt of which is hereby acknowledged and confessed, and for which no lien, either expressed or implied, is reserved or shall exist, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto the said ROBERT R. KIM, of the County of Brewster, State of Texas, all that certain tract or parcel of land located and situated in the County of Brewster, State of Texas, to-wit:

Being a part of Lots Six (6), Seven (7), and Eight (8) of Block Fourteen (14) of the Original Townsite of Alpine, Brewster County, Texas, described by metes and bounds as follows, to-wit:

BEGINNING at the NW corner of Lot 6 in said Block;

THENCE S. along the W. Boundary Line of said Block 14 a distance of 60 varas to the SW corner of Lot 8 in said Block;

THENCE E. along the S. Boundary Line of said Lot 8 a distance of 19.2 varas;

THENCE N. 30°31' E. to the SW corner of the American Legion Tract;

THENCE N. and along the W. Boundary Line of said American Legion Tract to its NW corner same being the N. line of Lot 6, said Block, and the NE corner this tract;

THENCE W. along the N. Boundary Line of said Lot 6 in said Block, a distance of 90.5 feet to the place of BEGINNING, and being the same tract of land described and conveyed in Volume 139 at Page 618 of the Deed Records of Brewster County, Texas, and as described in Warranty Deed from Carl E. Thain et ux, in Volume 190, Page 212, Deed Records of Brewster County, Texas.

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

WITNESS our hands on this the 31st day of October, A.D., 1977.

Donald E. Goodrich
DONALD E. GOODRICH, PARTNER

William M. Beeson
WILLIAM M. BEESON, PARTNER

BULLDOG ANCHOR COMPANY

ATTEST:

By: William M. Beeson
WILLIAM M. BEESON, President
Donald E. Goodrich
DONALD E. GOODRICH, Secretary

THE STATE OF TEXAS X
COUNTY OF BREWSTER X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of ~~October~~ November, A.D., 1977.



Merritt L. Hopson
NOTARY PUBLIC IN AND FOR
BREWSTER COUNTY, TEXAS

MERRITT L. HOPSON
Notary Public, Brewster County, Texas
My commission expires 10-31-78

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THE STATE OF CALIFORNIA X
COUNTY OF ORANGE X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of October, A.D., 1977.

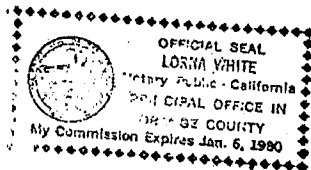


Lorna White
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE.

THE STATE OF CALIFORNIA X
COUNTY OF ORANGE X

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM M. BEESON, as President of BULLDOG ANCHOR COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of October, A.D., 1977.



Lorna White
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE.

FILED FOR RECORD the 7 day of December A.D. 1977 at 2:00 o'clock P.M.

RECORDED the 8 day of December A.D. 19 77 at 2:05 o'clock P.M.

BY Justina Ramos Deputy

HELEN CRONE, County Clerk,
Brewster County, Texas'

CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 11E

Department: Office of the City Manager

Sponsor: Megan Antrim, City Manager

Memo Prepared By: Megan Antrim, City Manager

Staff Recommendation: Approve



AGENDA ITEM

Approve the recommendation of the City Manager to hire David Luce as the Director of Utilities, as per City Charter - Section 4.02(A). (M. Antrim, City Manager)

EXECUTIVE SUMMARY

For over a year, the City of Alpine has been actively recruiting a qualified candidate for the position of Director of Utilities. During this extended search, the City received several applications; however, many did not meet the essential criteria required for the role. In response to these challenges, City Council recommended updates to the job requirements, specifying a minimum of 7 years of project management experience and preferring candidates with water/wastewater certification.

Following the revised requirements and a thorough interview process, David Luce emerged as the leading candidate. Mr. Luce brings extensive project management experience, a solid background in working with utilities, and a strong desire to return to Alpine. Based on his qualifications and alignment with the updated job criteria, he is being recommended for the position of Director of Utilities.

This appointment is expected to enhance the City's utility operations and support ongoing initiatives in water and wastewater management, ensuring that Alpine continues to meet the evolving needs of its community.

SUPPORTING MATERIALS

1. David Luce Resume

BUDGET CONSIDERATIONS

Expenditure Required: \$77,832.23

Savings Anticipation: \$0.00

Current Budget FY2024- \$80,000.00

2025:

Additional Funding: \$0.00

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 2/24/2025
Approved - 2/24/2025
Final Approval - 2/25/2025

David Luce
San Angelo TX 76903

EXPERIENCE

San Angelo ISD

August 6-Present

325 657 4055

1621 University Drive San Angelo TX 76904

High School Automotive Technology Teacher

Instruct students on automotive systems, shop safety, automotive industry, and fleet management. Use various learning techniques to teach students proper ways to safely identify hazards, work safely, and properly troubleshoot vehicle problems.

Texas Department of Criminal Justice

512 406 5900

May 1. 2024 to present

1070 Gateway Drive San Angelo Texas 76905

Region 5 Victim Services Coordinator

Working with violent crime victims to assure their rights are honored and that they have a voice as long as the offender is in a state facility or on parole. Work with and train victim advocates and community victim groups on victim rights, victim compensation, judicial processes and helping the victim through the process. Working with victims to fill out Victim Impact Statements, filing protective orders, and preparing to go before the parole review board.

Texas Department of Transportation

432-837-7806

August 2012 to April 2022

2400 North Hwy. 118 Alpine Texas 79830

Maintenance Section Supervisor

I have supervised seven locations with TxDOT. I first started working at the Dell City office in 2012. Later, I was hired to supervise Alpine, Fort Davis, Marathon, Marfa, Presidio, and Terlingua. All offices range from 4 to 9 employees with a total of 40 employees. It was my job to prioritize jobs, schedule work, and make sure all rules and regulations within TxDOT were followed. Jobs that we normally did, but were not limited to were Patching, Mill and Overlays,

Seal Coats, Fog Seal, Edge Repair, Vegetation Control, Traffic Control, and anything else associated with roadway maintenance. We were also over all Maintenance Contract work which is normally around two to three contracts going at a time. Even though all jobs were especially important, I feel my main job was making sure everyone working in my section made it home safely every day. I worked closely with our district Safety Team to make sure we were following all rules and regulations that TXDOT has. I was responsible for all hiring, promotions, disciplinary actions, terminations, and all other personnel issues. I worked closely with Human Resources to make sure we did not break any laws, rules, or regulations in handling not only the good situations but the tough situations as well. I was also responsible for 143 pieces of equipment ranging from pickups to bulldozers.

I supervised the maintenance and repairs of picnic areas, right of ways, Marfa Lights Viewing Area, and office grounds. Work was done by staff and contractors. Work included building maintenance, picnic area maintenance, mowing, herbicide operations, and grounds maintenance activities.

I was over all building maintenance activities which included all preventative maintenance, repairs, new construction, grounds maintenance, and all personnel both staff and contractors.

With our fleet, I oversaw all preventative maintenance, investigated all incidents or accidents, assured we had a healthy fleet, and worked with our Fleet division to make sure all repairs were reported and scheduled repairs as quickly as possible. It was my responsibility to handle all customer service issues and deal directly with management, elected officials, public, peers, and employees. As the Maintenance Supervisor, I was responsible for my budget which included maintenance budget, material budget, rental budget, and contract budgets. Traffic Control was an important aspect of being a supervisor. I made sure that all standards were followed but, also, made the decision to go above and beyond the standard depending on the circumstances of the traffic control needs.

On a weekly basis when visitors came into the office and asked questions about the area, I helped them with points of interest, best scenic routes, places to visit, and places to stay. I enjoyed working with the public and helping them with their travel, keeping them knowledgeable about road conditions especially during winter months and the rainy season. **I was responsible for the inventory for the Alpine section and keeping track of materials, products, and supplies. I feel being a good steward of my inventory helped with budgeting. Being able to analyze and strategically plan for upcoming jobs helped us keep a good inventory as well as not having too much that ended up hitting our longevity report.**

Communication was key to this job. I communicated both verbally and in writing daily, with section employees, district and division employees, customers, and elected officials. Some of this communication required negotiation skills to assure that if there was a difference of opinions that all parties involved remained professional and, in the end, knew the outcome and the reason for the outcome. In the Alpine Section we dealt quite a bit with people upset over new driveway policies. By working with these people and remaining professional, the driveway was put in correctly and both TXDOT and the customer came away satisfied.

I was charged with creating the Alpine Section 4-year roadway maintenance plan and assured that we followed that plan. Part of that was scheduling work and work assignments to make sure we stayed on track to accomplish our yearly and four-year

goals. To accomplish these goals, I made sure that we coordinated our materials, equipment, and labor to assure that all jobs were finished on time and on budget. Computer use was an everyday task of my job. I am very familiar with excel, word, power point, people soft, site manager, on base, as well as iPhones and iPads.
For the Alpine office, I was the site manager for the construction of the new facility. I worked with the contractor to make sure all work was done according to plans.

**City of Bay City
979-323-1659
July 11, 2011-August 27, 2012
1217 Avenue J, Bay City, Texas 77419
Utility and Street & Bridge Superintendent**

When I first started this position, I oversaw the Utility and Street Departments. The last 3 months, I was responsible for all aspects of the Utility Department, Street and Bridge Department, Building Maintenance Department, and Equipment Maintenance Department. With all these departments, I prepared and made sure we stayed within our budgets, prepared reports for the City Council, and inspected all jobs done by contractors. I dealt with management, elected officials, employees, and the public daily, and assured that all work was done safely and in a timely fashion.

With the Utility Department I oversaw all Water and Wastewater operations. This included repairs, budgets, new installations, the wastewater treatment facility, and upgrade projects. With the Street Department, I oversaw all repairs made to the streets, signs, and drainage maintenance.

With the Building Maintenance department, I was charged with budget and assuring work was done in a timely manner. Scheduling crews was a major function of this job. There were multiple locations and prioritizing work was a major aspect of this job.

With the Equipment Maintenance Department, I would work with the Shop Supervisor to schedule repairs either in house or by vendor and keep up with the budget. We also started a fleet operation plan to ensure that once a vehicle was costing more to operate than it was worth that it would be replaced. This was very crucial to make sure that we would not waste taxpayers' dollars.

**Harris County Precinct 2
281-487-2910
1202 Genoa Red Bluff Houston Texas 77034
Position: Asphalt Coordinator
9/1/2008 to 7/1/2011**

I was responsible for all pavement and road repairs in Precinct 2. My duties included preparing and following the paving crew budget. Also, preparing and submitting reports to the Road and Bridge Superintendent. The paving crew consisted of 17 people, and I was responsible for all promotions, merit raises, disciplinary actions, and terminations. In addition to my duties as Asphalt Coordinator, I also performed training for Precinct 2. These trainings included heavy equipment training, developing, and implementing, confined space training, traffic control training, and a monthly safety meeting for different groups within the precinct. I wrote the Snow and Ice Removal plan for the precinct and trained over 250 employees during my time there.

Texas Engineering Extension Service-979-458-6842

Amarillo College-806-371-5040

3 Points Training Construction Technology Training Service-432-294-3940

From **3/1/2001 to 8/25/2008**, I was an instructor for all three of these institutes. I was heavily involved in Heavy Equipment training in which I taught classes throughout the State of Texas. With **Texas Engineering Extension Service** and **Amarillo College**, I trained mainly TXDOT employees.

With **3 Points Training**, I was the owner and supervisor. I started this company and wrote all technical manuals, scheduled classes, trained students, and developed relationships with a diverse group of clients. The main difference between 3 Points and the other companies was that 3 Points' objective was designed to develop job skills for students. I worked with colleges conducting 5- week training programs. This helped develop students' skills along with a heavy emphasis on safety in and around work areas. To accomplish the goals for 3 Points I planned and coordinated workshops, trainings, and follow up help with applications and resumes. I would research and analyze construction jobs to tailor classes to fit the needs of the type of work going on in a geographical area.

I have been involved with Construction and Heavy equipment most of my life, I started in High School working on our ranch in Uvalde county, then with my Uncle at Luce Construction. With Luce Construction, I assisted with constructing new houses. After graduating I went to work for Haile and Haile Construction working and building roads until the company went out of business in 1987. From there I went back to work for Luce Construction working on and building roads and concrete dams, along with clearing land for ranchers. I then went to work for Wooldridge construction in 1991 where I operated equipment, cleared land and built roads. In 1998 I went to work for Edwards County building and maintaining county roadways throughout Edwards County until I started with TEEX in 2001.

In all jobs listed above I can proudly say I have and excellent safety record, along with an excellent vehicle incident record. Everywhere I have ever worked, safety has been the main priority and I think my approach to safety is unique because in all areas I have worked, there was a high demand for production as well. I feel my experience through the years gives me a practical approach to safety. I follow all rules, but I develop my own as well that goes beyond the Workplace rules, OSHA rules, and DOT rules, but it is a very practical approach to safety. My philosophy on safety is Teamwork, Accountability, and Participation. I try to build these traits everywhere I go. The last thing I want on any work site is a serious injury or accident. You must develop programs and develop your employees to work as a team, be accountable for their actions as well as your own actions, and participate in the safety programs. If you can get the trust and buy-in from all employees, your safety programs will not only get stronger but will increase productivity as well.

I have been heavily involved in Supervision and Administration since 2008. I have been accountable for all actions of my crews and myself.

Administration: I have always stayed within a budget and have always looked for ways to get the most out of any budget. I feel it is my duty to make sure every penny goes to a benefit of taxpayer money. It is important to use your money wisely, but also come up with creative ways to increase your dollars. There are many grants and programs out there and my job as an administrator is to make sure that I am trying to get involved in any grant or program available. Further, it is my responsibility to ensure that those dollars are spent on what they were meant for. All documentation and everything above board is especially important when using Federal dollars.

Supervision: As a supervisor it is important to know your crews, know what they can do, and work with them constantly to improve on an individual as well as a team. The main thing as a supervisor is trust in your team. Learning that one person cannot do everything and learning to delegate and not stretch yourself too thin is a must. Making sure you employees have proper training and proper equipment to do jobs asked of them is critical. Everywhere I have been, building trust and making sure every employee knows that they can trust me has made my job as a supervisor rewarding. They also know that it works both ways, if they are not doing their job, they know there will be disciplinary actions, just as I would expect disciplinary action if I did not do my job. Teamwork, Accountability, and Participation are what every group needs and that is what I build everywhere I work.

I have 35 years of experience in construction/heavy equipment related jobs. On many of these jobs, I worked with or around hazardous materials, so my knowledge of hazardous materials is extensive. I have a strong background with OSHA rules and regulations, M.S.D.S. sheets, and implementing safety programs.

I have been involved with and in municipalities since 2008. I met with City Council at the City of Bay City on a regular basis and made sure our agendas were the same and that we met all goals. As the Maintenance Section Supervisor for TXDOT, I meet regularly with City and County Officials. These meetings have been in various environments and some have been for engineering studies to improve roadways or creating pedestrian and bicycle lanes. I have met with officials to discuss drainage issues and speed limit issues. I have met with all city governments in my area and have worked with them to assure all sidewalks and parking areas meet ADA requirements. In addition to meeting with City and County Officials, I also have daily contact with the public, meet with Chamber of Commerce, work with other State agencies, and work with Federal agencies.

Emergency Management is a big part of my job with TxDOT. I am part of the Emergency Operations Center and serve as a TxDOT representative on any emergency that occurs within my area. This includes wildfires, accidents, winter weather, floods, and anything else that might threaten life, property, or cause any road closures. While at Harris County, I helped with Hurricane Ike clean up and worked in the Emergency Operations Center during the hurricane. After Hurricane Harvey, I went three tours to the Yoakum and Corpus Christi Districts and served as the El Paso District Supervisor to help with the cleanup and restoration efforts. I have taken several Incident Command Trainings and I am current on how to use and work within the incident command system.

Communication is a daily part of my current job as well as my past jobs. Excellent communication was imperative in teaching classes. I use communication skills daily in working with the public, working with public officials, and with my crew. With the COVID pandemic, most of our meetings were virtual, so I have learned how to have effective

meetings virtually. I consider my biggest strength to be team management and make sure we are all working toward the same goal. We are always helping each other to learn new ways to do things and finding the safest and most productive way to get a job done. By working together and keeping the lines of communication open, we are always achieving our goals.

EDUCATION & CERTIFICATIONS

1984: Graduated from Nueces Canyon High School

2001: Texas A&M University, Texas Engineering Extension Service, Instructor Fast Start Training

2003: The National Emergency Response & Rescue Training Center, Department of Homeland Security, Weapons of Mass Destruction Basic Concepts

2003: The National Emergency Response & Rescue Training Center, Department of Homeland Security, Weapons of Mass Destruction Terrorism Awareness for Emergency Responders

2003: The National Emergency Response & Rescue Training Center, Department of Homeland Security, Weapons of Mass Destruction EMS 1 Basic Concepts

2004: CompTIA, Certified Technical Trainer + Certified Professional

2007: U.S. Department of Labor, Rocky Mountain Education Center, OSHA Construction Outreach Trainer

2008: Ponder's Lifesaving Skills, Bloodborne Pathogen Course

2009: OMI, Oil MOP LLC, Hazardous Waste Operations & Emergency Response

2009: OMI, Oil MOP LLC, Confined Space & Lockout/Tagout

2009: OMI, Oil MOP LLC, Bloodborne Pathogens

2010: Texas Excavation Safety System, Pipeline & Gas Distribution Safety Emergency Response

2010: Harris County Texas, Human Resources & Risk Management, Training for Personnel Regulations

2011: Water Operator Class D, Wastewater Treatment Operator Class D, Texas Commission on Environmental Quality

2012: Texas Municipal League Intergovernmental Risk Pool, Integrity, Ethics, and Leadership in the Workplace

2012: Texas Engineering Extension Service, Water Utilities Safety

2013-Present: Performance Management, Homeland Security Training, Practical Supervision, HR Policy Manual Release, Ethics Policy Refresher, Equal Employment Opportunity, Progressive Discipline, Recruiting and Hiring, Workplace Violence, Substance Abuse, Equipment Maintenance, Proper Plowing Techniques, De-icing, HCM Employee Time Reporting, HCM Manager Time Reporting, Peoplesoft Navigation, Occupational Safety and Health, Records Retention and Litigation Hold, Wildland Fire Workshop, Maintenance Leadership Academy, Work Zone Traffic Control, Securing the Human (Cybersecurity at TXDOT), Risk Management and Tort Liability, Hazardous Materials Awareness Training, e Performance for Managers, Focus on Safety IV, FSCM Chart of Account Crosswalk, Hazard Communication Refresher, SPCC Regulatory Compliance at TXDOT Facilities, Records Retention-Open Records-and Litigation Holds, Generational Diversity, Winter Weather Management Training, Maintenance Bridge Inspection Course, Inventory Management, Network Fleet (GPS) User Training, Preparing For Facility Environmental Compliance (FEC)

Surveys, Hazardous Materials Awareness Training, Human Trafficking, Personal Empowerment in the Workplace, CDL General Knowledge, Stockpile & Bunker Measurements, Flaggers in Work Zone, Control Over Financial Reporting

CITY COUNCIL AGENDA ITEM REPORT

March 4, 2025

Agenda Item No. 11F

Department: Administration

Sponsor: Megan Antrim, City Manager

Memo Prepared By: Megan Antrim, City Manager

Staff Recommendation: Approve



AGENDA ITEM

Approve five year contract with Continental Utility Solutions, Inc. (CUSI) Software for cloud hosting services for utility billing, meter reading services, work order management, and customer web portal. First year implementation fee \$36,750.00, monthly service fee \$2,559.00. (M. Antrim, City Manager)

EXECUTIVE SUMMARY

Over the past year, the Utility Billing team has diligently researched and evaluated various utility software companies to enhance our billing processes and customer service capabilities. On February 18th, a detailed presentation was provided to City Council, summarizing the evaluation of the top five software companies identified during this research phase.

Based on a comprehensive review of features, functionality, and cost-effectiveness, the Utility Billing team has recommended Continental Utility Solutions, Inc. (CUSI) as the top choice. CUSI stands out for its robust suite of features, which include:

- **Automated Communications:** The system can send automated calls, texts, and emails to keep customers informed.
- **Web-Based Adjustments:** Adjustments can be easily managed through an intuitive website interface.
- **Payment Processing:** Integration with a card reader facilitates credit/debit card payments.
- **Mobile Work Order Application:** A dedicated mobile app streamlines work order management.
- **Customized Reporting:** The software offers tailored reports to meet our specific data analysis needs.
- **User-Friendly Customer Portal:** An online portal provides a seamless and engaging experience for customers.

The adoption of CUSI is expected to significantly improve the efficiency and effectiveness of our utility billing operations while enhancing overall customer satisfaction.

SUPPORTING MATERIALS

1. CUSI Sales Agreement

2. CUSI Software License Agreement

BUDGET CONSIDERATIONS

Expenditure Required: \$36,750.00
Savings Anticipation: N/A
Current Budget FY2024- \$50,000.00
2025:
Additional Funding: \$2,559.00 monthly

APPROVERS

Alex Tackett, Records Clerk
Geoffrey R. Calderon, City Secretary
Megan Antrim, City Manager

Approved - 2/24/2025
Approved - 2/24/2025
Final Approval - 2/25/2025



CONTINENTAL UTILITY SOLUTIONS, INC.

Sales Representative: Lane Ricardo

P. O. Box 1515

Jonesboro, AR 72403

www.cusi.com

(870) 336-2239

Quote #: Ir250219111031

Sales Agreement

February 19, 2025



City of Alpine
100 N 13th Street
Alpine, TX
79830

Carmen Rodriguez

432-837-3301

billing.customerservice@ci.alpine.tx.us



Economic Summary

CUSI Software & Services

Utility Billing Software as a Service
Utility Billing Solution - Implementation Services
CUSI Mobile Meter Reading Service
Customer Web Portal
Miscellaneous Services
Hosting Services
Hardware

Up-Front

Monthly

\$36,375.00

\$1,259.00

\$600.00

\$0.00

\$0.00

\$0.00

\$0.00

\$700.00

\$375.00

Total Contract

\$36,750.00

\$2,559.00

Billing and Payment Terms

CUSI Up-Front fees shall be invoiced upon contracting. CUSI Software as a Service License fees shall be invoiced upon provisioning of the hosted environment and annually thereafter. CUSI Cloud Hosting Service fees shall be invoiced upon provisioning of the hosted environment and annually thereafter. Any Software as a Service License fees purchased after initial Go Live shall be invoiced upon contracting. All invoices shall be delivered electronically on or before the first of the month in which payment is due. Company shall remit payment 15 days from date of invoice.

Initial Contract Term: 5 Years Software as a Service and Cloud Hosting Service.

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UB4 Utility Billing Software as a Service - Monthly Fees			Monthly
5,500	Service Location Licenses	\$0.12	\$660.00
5	Named User Licenses	\$52.00	\$260.00
UB4 Utility Billing Software Core Modules & Interfaces			Included
1	ACH Bank Draft (First Layout Included)		
1	Electronic Payment Module		
1	Credit Card Terminal Interface		
1	Website API - Customer Web Portal		
Add-On Modules			Monthly
1	IVR Module	\$123.00	\$123.00
1	Text Messaging Module	\$118.00	\$118.00
Standard Flat File Data Exchange Interfaces			Monthly
1	Accounting Interface - Custom	\$98.00	\$98.00

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UB4 Utility Billing Software Implementation Services

1	Advanced Data Conversion Package for up to 5,500 locations* Includes 1 year data conversion of customers, locations, usages, readings, deposits, meter information, owner records and backflow data.	\$1.50	\$8,250.00
1	Additional Year(s) Usage and Financial History Data Conversion *Complete data must be provided in a ASCII, delimited, or SQL format. Data extraction and data cleanup will be invoiced based upon time and effort at CUSI current services rate. CUSI will invoice client the greater of the number of service locations provided in this Sales Agreement or the actual number of service locations converted.	\$0.75	\$4,125.00
1	CUSI Certified Implementation Includes Business Requirements Gathering, Application Implementation, Installation, Setup, Formatting, Testing, Transition Support, & Project Management	\$18,000.00	\$18,000.00
3	Days of CUSI Certified Training Includes application training for all users as contracted Any and all unused training days will expire 6 months after Go Live	\$2,000.00	\$6,000.00

Travel expenses for on-site work will be billed separately.

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Economic Summary

UB4 Utility Billing Software as a Service - Monthly Fees	\$1,259.00
UB4 Utility Billing Software Implementation Services	\$36,375.00



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CUSI Mobile Meter Reading Service

CUSI Mobile Meter Reading Service - Monthly Fees

Monthly

15	CUSI Mobile Meter Reading Service - Per MMRS Per Month	\$40.00	\$600.00
	Includes 1 Field User License per MMRS Device		



Economic Summary

CUSI Mobile Meter Reading Service - Monthly Fees \$600.00

Total \$600.00



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Customer Web Portal

		Monthly
1 Customer Web Portal	\$42.00	\$42.00
Includes Design, Setup, Configuration, and Training Services.		
1 Customer Web Portal - TSM & Hosting	\$166.67	\$166.67
Includes Technical Support, Maintenance, and Hosting.		



Economic Summary

Customer Web Portal	\$42.00
Customer Web Portal - TSM & Hosting	\$166.67
CUSI Turnkey Merchant Services Customer Web Portal Discount	-\$42.00
CUSI Turnkey Merchant Services TSM & Hosting Discount	-\$166.67

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Miscellaneous Services

Bluefin Turnkey Merchant Services

billed by provider

- | | | |
|--|------|-----------------|
| 2 Turnkey Merchant Services Package - Service fee will be: | 2.5% | per transaction |
|--|------|-----------------|

Includes Visa, MasterCard, Discover Merchant Services, and Payment Gateway Service. Figures based on an Average Bill Estimate of \$95 and a High Bill Estimate of \$200. Average bill estimate and service fee subject to annual review. CUSI reserves the right to bill a minimum monthly fee of \$20.00 to recover any losses from inactive merchant accounts or accounts that do not cover fixed processing costs.

In conjunction with the Turnkey Merchant Services, CUSI is providing software licenses at no cost. In the event that client terminates Turnkey Merchant Services, any and all software licenses provided at no cost shall be billable at then current retail price.

- | | | |
|---|--|--|
| 1 Turnkey Merchant Service Electronic Check Package | | |
|---|--|--|

Internet Electronic Check Transactions

2.5% per transaction

Turnkey Merchant Services fees are paid by utility customers and collected by CUSI.

CUSI IVR Service

- | | |
|---|-------------------------|
| 1 CUSI IVR Service - Inbound and Outbound IVR - 1 Call Per Second | Unlimited Monthly Usage |
|---|-------------------------|

If requirements cannot be met for CUSI IVR Services, a new Sales Agreement for IVR Tech and associated services may be required to void and replace this service.

Text Messaging Service

- | | |
|---|-------------------------|
| 1 CUSI SMS Messaging Service - Inbound and Outbound SMS | Unlimited Monthly Usage |
|---|-------------------------|

Email Service - UB4

- | | |
|--------------------------------------|-------------------------|
| 1 CUSI Email Service UB4 - Unlimited | Unlimited Monthly Usage |
|--------------------------------------|-------------------------|



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Hosting Services

UB4 Hosted Environment (Database-as-a-Service)		Monthly
1 UB4 Hosted Environment	\$700.00	\$700.00
Database Service - Standard Shared Tier		
<i>Shared Cloud Resources, 4 vCPU, 52 GB Memory, 7 Days Backup Retention</i>		



Economic Summary

UB4 Hosted Environment (Database-as-a-Service)	\$700.00
Total	\$700.00



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Hardware

1 Bluefin PAX A80 EMV Credit Card Terminal	\$375.00	\$375.00
<i>If Turnkey Merchant Services, device and encryption fees are covered by CUSI</i>		



Economic Summary

Hardware	\$375.00
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Total	<u>\$375.00</u>
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Terms of Sale

Company has ordered and agrees to purchase from CUSI the products and services defined under this Sales Agreement at the listed quantities and rates. Upon receipt of an executed Sales Agreement CUSI shall ship all products to the Company address and contact defined above and services shall be scheduled and initiated. Company acknowledges that CUSI's products and services are subject to the terms and conditions of a separate Software License Agreements and Services Agreements between Company and CUSI located at www.cusi.com/legal. Monthly or yearly rates for services provided by CUSI or third parties may be subject to price increases with or without notice. Any service requiring CUSI or third parties to travel will incur corresponding expenses that will be billed actual as incurred unless otherwise noted. Travel requiring more than 5 hours of travel time will be billed an additional charge equal to 50% of the daily rate. If Company is not tax exempt or does not provide exemption documentation, CUSI shall invoice for such applicable taxes on each invoice. In the event the tax exemption documentation provided by the Company is disallowed or deemed invalid, Company agrees to pay in full all such taxes, including any applicable interest or penalties.

CUSI's hosting services rates are subject to periodic review. Any change in rates will be communicated to the client in writing 30 days prior to the change going into effect. Future purchases of incremental software licenses, add on modules and add on interfaces are subject to an adjustment of the software as a service rate and will take effect the month following installation and configuration of such license. Any adjustments to the software as a service rate will be documented in a Sales Agreement subject to final execution by client. In the event that Company terminates any products and services under this Sales Agreement other than for CUSI's material breach of the applicable Agreement at www.cusi.com/legal, Company shall pay all Hosting Fees for the remainder of the term of the agreement.

Quotation Terms

This quote is valid until 03/21/2025. Quote was created using Sales Agreement Version: 2025.01.10

Execution Instructions

Execute, date, and email all pages to CUSI sales representative. Include Tax Exempt Certificate and Sign Off page from Pre-Sale Implementation Guide.



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Purchaser Authorization

I certify that as the person signing this form I have purchasing authority for City of Alpine.

Tax Exempt Status

Initial where appropriate:

This entity **IS EXEMPT** from sales tax and will provide or has provided our exemption certificate

This entity **IS NOT EXEMPT** from sales tax

Print Name:

Title:

Authorized Signature:

Date:

CONTINENTAL UTILITY SOLUTIONS, INC.
SOFTWARE LICENSE SAAS AGREEMENT

THIS SOFTWARE LICENSE SAAS AGREEMENT ("Agreement") is made as of the date of the Sales Agreement (the "**Effective Date**"), by and between **CONTINENTAL UTILITY SOLUTIONS, INC.**, a Delaware corporation with offices at 300 South Church Street, Suite 200, Jonesboro, Arkansas 72401 ("**CUSI**") and the party identified in the Sales Agreement (the "**Licensee**").

Licensee desires to obtain the right to utilize CUSI's licensed proprietary software for the benefit of Licensee for its internal business operations as delineated in a Sales Agreement, incorporated herein by reference. This Agreement sets forth the terms and conditions under which CUSI will provide to Licensee the use of the Licensed Software, as well as all services listed in a mutually agreed Sales Agreement.

1. DEFINITIONS. As used in the Agreement or in any Exhibit hereto:

1.1 "Aggregated Statistics" means data and information related to Licensee's and Licensee Customers' use of the Services that is used by CUSI in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

1.2 "Named User License" means a license to enable a named user to connect to the Licensed Software as a client.

1.3 "Confidential Information" means all trade secrets, business and financial information, computer software and documentation, machine and operator instructions, business methods, procedures, know-how, and other information that relates to the business or technology of either party or of Licensee's customers and their utility customers that is marked as "confidential" or should reasonably be understood to be confidential at the time of disclosure.

1.4 "Documentation" means the user guides, manuals and associated written documentation provided to Licensee along with the Licensed Software.

1.5 "Fees" means, collectively, all fees due to CUSI hereunder.

1.6 "Hosting Services" means the Azure private cloud services provided to Customer from CUSI via its status as a partner in Microsoft's Cloud Solution Provider program.

1.7 "Licensed Software" means CUSI's computer software program Utility Management Solution.NET (*UMS.NET*), a customer information system and billing application for the management of customers, metered services and physical assets associated with a utility, any modules, add-ons or interfaces, and any modified, updated or enhanced versions of such programs that CUSI may provide to Licensee pursuant to the Technical Support Services.

1.8 "Licensee Customer" means those customers of Licensee.

1.9 "Licensee Data" means other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Licensee or a Licensee Customer through the Service.

1.10 "Licensee Users" means users that Licensee permits to access the Services under its Named User Licensed.

1.11 "Managed Data Services" means those data management services provided by CUSI to Licensee with respect to the Licensed Software and Services as set forth on Exhibit A.

1.12 "Sales Agreement" means collectively the documents documenting the commercial terms for the use of the Licensed Software and receipt of Services, Technical Support and Maintenance Services, and Managed Data Services purchased by Licensee from time to time.

1.13 "Services" means the services accompanying the Licensed Software listed on the Sales Agreements that may include but are not limited to: providing Hosting Services, software-as-a-service, providing the Technical Support and Maintenance Services, and any custom development or customization services.

1.14 "Service Location" means the location or delivery point to which a metered service is provided by Licensee and/or Licensee Customer, if authorized, that is managed by the Licensed Software.

1.15 "Technical Support and Maintenance Services" means those technical support and application maintenance provided by CUSI to Licensee with respect to the Licensed Software as set forth on Exhibit A.

1.16 "Third Party Features" means those features of the Services offered by third parties as identified on a Sales Agreement.

1.17 "Third Party Software" means the proprietary software programs of third parties identified in the Sales Agreements that are licensed between Licensee and third party licensors pursuant to independent agreements.

2. LICENSE GRANT AND OTHER RIGHTS.

2.1 Software License Grant. Subject to the terms and conditions of this Agreement, CUSI grants to Licensee a non-exclusive, non-transferable, non-sublicensable internal business license to: (a) access and receive all benefits of the use of the Services subject to the compensation model specified in the Sales Agreement, which may include number of Service Locations and/or Named User Licenses specified in the Sales Agreements; and (b) copy and reproduce the Documentation provided to Licensee solely for the purposes of facilitating Licensee's use of the Licensed Software and Services.

2.2 Additional Licensee Customers or Increased Usage. If Licensee wishes to add additional Licensee Customers, Service Locations, increase Technical Support and Maintenance Services, or otherwise increase usage of the Services, the parties shall execute a mutually agreed upon written Sales Agreement. No additional terms of an order submitted by Licensee or terms of such an order that are inconsistent with the terms of this Agreement will be binding on CUSI unless CUSI expressly agrees to the applicability of such terms in writing signed by an authorized officer of CUSI.

2.3 Restrictions On Use. Licensee acknowledges that the Services, including the Licensed Software, and its structure, organization, and source code constitute valuable trade secrets of CUSI and its suppliers. Except as expressly permitted by this Agreement, Licensee agrees that Licensee shall not, and shall not permit any third party, to: (a) reproduce, modify, adapt, alter, translate, or create derivative works of the Services or the Documentation; (b) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Services or the Documentation to any third party; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Licensed Software; (d) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Services; or (e) otherwise use or copy the Services except as expressly permitted under Section 2.1.

2.4 Reservation of Rights. As between the parties, the Services and Documentation, and all worldwide intellectual property rights therein, are the exclusive property of CUSI and its licensors. All rights in and to the Services and Documentation not expressly granted to Licensee in this Agreement are reserved by CUSI and its licensors. CUSI shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or any other party relating to the Services (the "Feedback") to the extent it does not constitute Confidential Information of Licensee. Licensee hereby assigns all of its right, title, and interest in and to such Feedback to CUSI.

2.5 Third Party Software. Licensee may receive Third Party Software, which is provided pursuant to the Third Party Software terms, if any, attached to a Sales Agreement and incorporated herein by reference.

2.6 Third Party Features. Licensee may receive Third Party Features, which are provided on an as-is and as-available basis from CUSI, provided that, to the extent permissible CUSI shall pass through any warranty CUSI receives regarding the Third Party Features to Licensee. CUSI shall also cooperate with Licensee in enforcing such warranty to the extent permissible.

3. ACCESS AND ACCEPTANCE. Licensee shall be deemed to have accepted the Services upon the earlier to occur: (a) completion of mutually agreed upon written acceptance criteria, or (b) use of the Services in a production environment run for any of Licensee's customers.

4. TECHNICAL SUPPORT SERVICES. Subject to Licensee's payment of all applicable Technical Support Service fees, CUSI shall provide Licensee with those Technical Support Services described in **Exhibit A** attached hereto and incorporated herein by reference for the Services.

5. TRAINING SERVICES. CUSI will provide the training services defined in the applicable Sales Agreement. Licensee will be invoiced separately for any travel related expenses incurred by CUSI employees in connection with any such training services.

6. TERM, FEES AND PAYMENT.

6.1 Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to the terms of this Section 12, will continue in effect for the period defined in the Sales Agreement, or if no period is specified in the Sales Agreement for one (1) year (the "Initial Term"). This Agreement will automatically renew for successive one (1) year terms (each a "Renewal Term") unless earlier terminated as expressly provided in Section 12, or either party provides written notice to the other party at least ninety (90) days prior to the date of termination.

6.2 Effect of Termination. Upon termination, the license granted to Licensee hereunder shall terminate, and Licensee shall immediately cease use of the Services. At the request of Licensee prior to the date of termination, CUSI shall assist Licensee in the transition of the Services to a new provider or itself, including the extraction of the Licensee Data pursuant to a separate services agreement, Sales Agreement, or as otherwise agreed by the Licensee and CUSI.

6.3 Fees. All Fees are specified in the original Sales Agreement and any subsequent Sales Agreements executed by both parties. Except as set forth in Section 6.4, CUSI shall be entitled to increase the Fees annually during the Initial Term and for each Renewal Term, provided that such increase shall not exceed the list price of fees in effect on the last day of the then current term by the greater of either (1) 5% percent or (2) the percentage change in the Consumer Price Index for the U.S. City average as compiled and calculated by the Bureau of Labor Statistics of the United States Department of Labor, in "Consumer Price Index, All Urban Consumers" (or its appropriate successor Index) for the year immediately preceding the effective date of such increase. CUSI will provide Licensee with written notice of such revised Fees at least thirty (30) days prior to the annual increase. CUSI's invoice hereunder shall constitute notice for purposes of this Section 6.3.

6.4 Payments. All payment terms are specified in the original Sales Agreement and any subsequent Sales Agreements executed by both parties. All payments must be made in U.S. dollars. Any amounts not paid within thirty (30) days of the invoice date will accrue interest at the lesser of one and one-half percent (1½%) per month or the maximum rate permitted by applicable law, from the due date until paid. Licensee shall reimburse CUSI for all its costs and expenses, including reasonable fees of its legal counsel, reasonably incurred by CUSI in collecting any amounts past due from Licensee that are not subject to good faith dispute. LICENSEE ACKNOWLEDGES THAT CONTINUED ACCESS TO THE LICENSED SOFTWARE IS CONTINGENT ON LICENSEE'S PAYMENT OF THE FEES. IF LICENSEE FAILS TO REMIT ANY REQUIRED FEES AND THE AMOUNT DUE IS NINETY

(90) DAYS OR OLDER FROM THE INVOICE DATE, CUSI SHALL HAVE THE RIGHT TO (i) TERMINATE THIS AGREEMENT UPON WRITTEN NOTICE TO LICENSEE, OR (ii) SUSPEND OR DENY ACCESS TO THE LICENSED SERVICES WITHOUT PRIOR WRITTEN NOTICE TO LICENSEE. If there is any dispute of an invoice, Licensee shall provide written notice to CUSI within fifteen (15) days after the date of the invoice, where all undisputed amount shall be paid in accord with the terms of this Section 6.3. The parties shall negotiate in good faith to resolve any disputed amounts within thirty (30) days from the date of CUSI's receipt of the written notice of dispute.

6.5 Taxes. The Fees and other charges do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax, except tax on CUSI's income, shall be paid by Licensee and be paid over to the proper authorities by the Licensee or reimbursed by Licensee to CUSI on demand in the event that CUSI is responsible or demand is made on CUSI for the payment thereof. If Licensee is tax exempt, Licensee must provide CUSI with its tax exempt number or form.

7. PERFORMANCE; LIMITED WARRANTY.

7.1 Performance Standard. CUSI warrants that the Services, excluding the Third Party Software, when used in accordance with the Documentation, will operate substantially as described in the Documentation. CUSI does not make any representation or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit A. CUSI will, at its own expense and as its sole obligation and as Licensee's exclusive remedy for any breach of this provision, use commercially reasonable efforts to correct any reproducible error in the Services reported to CUSI by Licensee in writing. The performance warranty under this Section 7.1 does not extend to: (a) changes in the characteristics of the operating system or hardware of Licensee on which the Services operates; (b) problems caused by the mishandling of or alterations to the Services by Licensee or any third party; (c) problems caused by any Licensee Data input into the Services; (d) data conversion errors or data accuracy issues or (e) problems caused by third party equipment or Third Party Software.

7.2 Disclaimers. THE SERVICES, THIRD PARTY FEATURES, AND THIRD PARTY SOFTWARE ARE NOT SUBJECT TO ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LICENSED SOFTWARE AND SERVICES, AND CUSI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS IN CONNECTION WITH THE SERVICES, TECHNICAL SUPPORT SERVICES, AND DATA MANAGEMENT SERVICES. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN AND THAT NO WARRANTIES ARE MADE HEREIN BY ANY OF CUSI'S LICENSORS. CUSI DOES NOT WARRANT THAT THE SERVICES WILL FUNCTION TO MEET ALL OF THE BUSINESS REQUIREMENTS OF THE LICENSEE OR THAT THE LICENSEE'S USE OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED.

LICENSEE ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED TO ASSIST LICENSEE IN ITS BUSINESS OPERATIONS AND NOT AS A REPLACEMENT OF LICENSEE'S EXPERTISE AND KNOWLEDGE OF ITS BUSINESS. THE APPLICATION AND IMPACT OF LAWS CAN VARY WIDELY BASED ON THE SPECIFIC FACTS INVOLVED. GIVEN THE CHANGING NATURE OF LAWS, RULES AND REGULATIONS, THE SERVICES ARE NOT WARRANTED TO BE IN COMPLIANCE WITH THESE LEGAL CHANGES AT ALL TIMES. LICENSEE IS SOLELY RESPONSIBLE FOR ANY LICENSEE DATA INPUT INTO THE SERVICES, ALL INFORMATION AND LICENSEE DATA UPON WHICH CUSI RELIES IN PROVIDING THE SERVICES AND THE ACCURACY OF ANY CONFIGURATION OF THE SERVICES, INCLUDING SITUATIONS WHERE CUSI HAS WORKED WITH LICENSEE THROUGH TECHNICAL SUPPORT AND MAINTENANCE SERVICES TO CONFIGURE THE SERVICES. THE SERVICES ARE PROVIDED WITH THE UNDERSTANDING THAT CUSI IS NOT RENDERING LEGAL, ACCOUNTING, TAX OR OTHER PROFESSIONAL ADVICE OR OTHER PROFESSIONAL ADVICE OR SERVICES FROM CUSI. AS SUCH, SUCH CONSULTATION, SERVICES AND INFORMATION OBTAINED THROUGH USE OF THE SERVICES SHOULD NOT BE USED AS A SUBSTITUTE FOR CONSULTATION WITH PROFESSIONAL ACCOUNTING, TAX, LEGAL OR OTHER COMPETENT ADVISERS AND FROM A COMPLETE REVIEW AND TESTING BY LICENSEE PRIOR TO IMPLEMENTING THE SERVICES OR RESULTS OF SERVICES INTO A PRODUCTION ENVIRONMENT.

IF THE SERVICES INCLUDE HOSTING, LICENSEE AGREES THAT CUSI WILL NOT HAVE ANY RESPONSIBILITY FOR THE SECURITY OF ITS SYSTEMS AND LICENSEE DATA BEYOND THOSE SET FORTH IN SECTION 8.1.

IF THE LICENSED SOFTWARE IS ON LICENSEE'S SYSTEMS OR SYSTEMS UNDER LICENSEE'S CONTROL, LICENSEE SHALL BE SOLELY RESPONSIBLE FOR THE SECURITY OF SUCH SYSTEMS AND LICENSEE DATA.

LICENSEE SHALL HAVE FULL RESPONSIBILITY FOR ACQUIRING AND MAINTAINING SECURE INTERNET ACCESS TO THE SERVICES.

8. SECURITY; DATA.

8.1 Security. CUSI shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, availability, and integrity of the Services, including the Licensee Data, to the extent that CUSI hosts the Services.

8.2 Licensee Data. CUSI acknowledges that, as between CUSI and Licensee, Licensee owns all right, title, and interest, including all intellectual property rights, in and to the Licensee Data. Licensee hereby grants to CUSI a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Licensee Data and perform all acts with respect to the Licensee Data as may be necessary for CUSI to provide the Services to Licensee, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Licensee Data incorporated within the Aggregated Statistics. CUSI shall retain Licensee Data in accordance with its Data Destruction and Retention Policy, as set forth in Exhibit B, attached hereto and incorporate herein by reference.

8.3 Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, CUSI may monitor Licensee's and Licensee Customers' use of the Services and collect and compile Aggregated Statistics. As between CUSI and Licensee, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by CUSI. Licensee acknowledges that CUSI may compile Aggregated Statistics based on Licensee Data input into the Services. Licensee agrees that CUSI may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

9. INDEMNITIES

9.1 INFRINGEMENT CLAIMS. CUSI will defend at its own expense any action against Licensee brought by a third party to the extent that the action is based upon a claim that the Services infringes any valid United States patents or any copyrights or misappropriates any trade secrets of a third party, and CUSI will pay those costs and damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Licensee: (1) notifying CUSI promptly in writing of such action; (2) giving CUSI sole control of the defense thereof and any related settlement negotiations; and (3) cooperating and, at CUSI's request and expense, assisting in such defense. If the Licensed Software becomes, or in CUSI's opinion is likely to become, the subject of an infringement claim, CUSI may, at its option and expense, either: (a) procure for Licensee the right to continue using the Services; (b) replace or modify the Services so that it becomes non-infringing; or (c) accept return of the Services, terminate this Agreement, in whole or in part, as appropriate, upon written notice to Licensee and refund to Licensee the Fees paid for such Services upon such termination, computed according to a thirty-six (36) month straight-line amortization schedule beginning on the Effective Date. Notwithstanding the foregoing, CUSI will have no obligation under this Section 9.1 or otherwise with respect to any infringement claim based upon: (i) any use of the Services not in accordance with this Agreement, including without limitation the Documentation; (ii) any use of the Services in combination with products, equipment, software, or data not supplied by CUSI; (iii) any use of any release of the Services other than the most current release made available to Licensee; or (iv) any modification of the Services by any person other than CUSI or its authorized agents or subcontractors. THIS SECTION 9.1 STATES CUSI'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT.

9.2 THIRD PARTY CLAIMS. Licensee will defend at its own expense any action against CUSI brought by a third party, including Licensee's utility customers, except to the extent that the action is covered under Section 9.1 and Licensee will pay those costs and damages finally awarded against CUSI in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on CUSI: (1) notifying Licensee promptly in writing of such action; (2) giving Licensee sole control of the defense thereof and any related settlement negotiations; and (3) cooperating and, at Licensee's request and expense, assisting in such defense.

10. LIMITATION OF LIABILITY. CUSI'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH ANY SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO CUSI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL CUSI BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, TORT, LOST, DAMAGED OR CORRUPTED LICENSEE DATA, LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR REPUTATION, BUSINESS INTERRUPTION, WASTED MANAGEMENT TIME, DATA CONVERSION OR FOR DAMAGE TO LICENSEE'S COMPUTERS OR COMMUNICATIONS NETWORK, AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, TORT, INTENTIONAL MISCONDUCT, STRICT LIABILITY, CONTRACT OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CUSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. CONFIDENTIALITY.

11.1 Confidentiality Obligations. Each party agrees to maintain any Confidential Information received from the other party in confidence using the same degree of care that it uses to maintain its own confidential information in confidence, but in no event not less than reasonable care. The recipient of any Confidential Information shall not disclose any Confidential Information to any third party without prior written approval of the disclosing party or use such Confidential Information for any purpose not contemplated by this Agreement. The foregoing restrictions shall not apply to any information for which the receiving party can document: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) is disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) is independently developed by the receiving party without access to, or use of, the disclosing party's Confidential Information. In addition, the receiving party may disclose Confidential Information of the other party to the extent required by applicable law or regulation; provided that the party required to make such disclosure gives the other party prompt written notice and sufficient opportunity to object to such disclosure, or to request confidential treatment.

11.2 Return of Confidential Information. The receiving party will return to the disclosing party or destroy all Confidential Information of the disclosing party in the receiving party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the disclosing party upon the expiration or termination of the Agreement. The receiving party will certify in writing signed by an officer of the receiving party that it has fully complied with its obligations under this Section 11.2.

12. TERMINATION

12.1 Termination. This Agreement may not be terminated, cancelled or modified except by the written mutual consent of both parties, or as otherwise provided in this Agreement, including without limitation non-renewal under Section 6.1. Either party may terminate the Agreement if the other party breaches any material provision of the Agreement and does not cure such breach within thirty (30) days after receiving written notice thereof.

12.2 Effects of Termination. Upon termination of the Agreement for any reason: (a) any amounts owed to CUSI under this Agreement

before such termination will be immediately due and payable; (b) all rights of Licensee to utilize the Licensed Software will immediately cease to exist; and (c) CUSI and Licensee will execute a fee agreement pursuant to which Licensee will pay CUSI to extract Licensee's Licensee Data and provide it to Licensee in a mutually agreed upon format. Notwithstanding the foregoing, if this Agreement is terminated for any reason other than by Licensee for CUSI's material breach, then Licensee shall pay all Fees for the remainder of the then-current term.

12.3 Survival. Articles and Sections 1, 2.3, 2.4, 6.3, 6.4, 7.2, 8, 9, 10, 11 and 12, together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

13. GENERAL.

13.1 Assignment. Licensee may not assign or transfer, by operation of law, merger or otherwise, any of its rights under the Agreement (including its licenses with respect to the Licensed Software) to any third party without CUSI's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. In the event of a change of control of Licensee, Licensee shall provide CUSI with prior written notice of such intended change of control and shall consult with CUSI how the new ownership will work within the restrictions of this Agreement. CUSI shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

13.2 Notices. Any notice required or permitted by this Agreement will be in writing and will be deemed effective upon receipt, when sent by confirmed email or when delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as such party may specify in writing.

To CUSI: PO Box 1515 Jonesboro, AR 72403

13.3 Governing Law; Dispute Resolution. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. For purposes of this Agreement and any controversy arising hereunder, Client hereby irrevocably consents to the jurisdiction and venue of applicable federal or state courts located in Craighead County, Jonesboro, Arkansas and agrees to commence any litigation exclusively in such courts. The party's agree that the provision of the Services will be further enhanced by the timely and open resolution of any disagreements between such the parties. Each party agrees to use its best efforts to cause any disputes or disagreements

between such parties to be considered, negotiated in good faith, and resolved as soon as possible. In the event that any dispute between the parties cannot be resolved to each party's satisfaction within ten (10) days after either CUSI's or Licensee's business or project managers have notified the other in writing of the need for resolution, then the dispute shall immediately be referred to the executive level of both CUSI and Licensee for consideration. In the event that such executives cannot resolve such dispute or disagreement to their mutual satisfaction within fifteen (15) days, either party may take any legal or equitable action available to it. No resolution or attempted resolution of any dispute or disagreement pursuant to this Article shall be to be a waiver of any term or provision of this Agreement or consent to any breach or default unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. .

13.4 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.5 Severability. If any provision of the Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

13.6 Force Majeure. No party shall be liable for failure or delay in performing its obligation (other than payment of money) for causes beyond its reasonable control, including but not limited to, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or pandemic

13.7 Entire Agreement; Counterparts. This Agreement, together with any Exhibits and related Sales Agreements, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be modified upon notice to Licensee, where notice for purposes of this Section 13.7 shall constitute posting on CUSI's website or email notice to CUSI's business contact of Licensee. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

13.8 Rules of Interpretation. To the fullest extent possible this Agreement, the Sales Agreement, and the documents incorporated herein by reference shall be construed wherever reasonable as being consistent with each other. When such construction is unreasonable, the order of precedence shall be: (1) this Agreement, (2) the Sales Agreement, and (3) Exhibit A.

The parties by their authorized representatives have entered into this Agreement as of the Effective Date by execution of the Sales Agreement.

Exhibit A

Technical Support and Maintenance Services

1. **Definitions.** For purposes of this Exhibit, the following terms have the meanings set forth below. Any terms not defined in this Exhibit A, shall have the meaning set forth in the Agreement.

1.1 **"Error"** means any reproducible failure of the Services to operate in all material respects in accordance with the Documentation.

1.2 **"Licensee Cause"** means any of the following causes of an Error, except, in each case, any such causes resulting from any action or inaction that is authorized by this Exhibit or the Main Agreement, specified in the then-current Documentation, or otherwise authorized in writing by CUSI: (a) any negligent or improper use, misapplication, misuse, or abuse of, or damage to, the Service Licensee; (b) any maintenance, update, improvement, or other modification to or alteration of the Service by Licensee; (c) any use of the Service by Licensee in a manner inconsistent with the then-current Documentation; (d) any use by Licensee of any third-party products that CUSI has not provided or caused to be provided to Licensee; or (e) any use by Licensee of a non-current version or release of the Services.

1.3 **"Out-of-Scope Services"** means Service Errors or downtime caused by any of the following: (a) Third Party Software and any other services that Licensee and CUSI may from time to time agree in writing are not included in the Support Services; (b) any services requested by Licensee and performed by CUSI in connection with any apparent Service Error reasonably determined by the CUSI to have been caused by a Licensee Cause; (c) Licensee's software, hardware, or services not provided by CUSI; or (d) non-availability of the Services resulting from maintenance downtimes scheduled by CUSI, and (d) factors outside of CUSI's reasonable control, except to the extent such Service Errors could be avoided by CUSI's use of commercially

standard risk mitigation and business continuity policies and procedures reasonable and appropriate to the nature and criticality of the Services.

1.4 **"Support Hours"** means normal hours of operation Monday through Friday 7:00 AM to 6:00 PM Central Time excluding national holidays.

1.5 **"Support Services"** means CUSI's support of the then-current version and release of the Licensed Software and Services, but excluding any Out-of-Scope Services.

1.6 **"Support Request"** means initiation of a request during Support Hours.

2. **Support Services.** CUSI shall perform all Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Exhibit and the Agreement.

2.1 **Support Service Responsibilities.** CUSI shall use commercially reasonable efforts to:

(a) respond to and Resolve all Support Requests;

(b) provide access to CUSI's training and materials;

(c) provide to Licensee all such other services as may be necessary or useful to correct an Error or otherwise fulfill the Support Services, including defect repair, programming corrections, and remedial programming; and

(d) provide maintenance services to Licensee, which may include new version releases, patches, and other items necessary to maintain the Licensed Software.

2.2

Exhibit B

Data Destruction and Retention Policy

1. **Definitions.** For purposes of this Exhibit, the following terms have the meanings set forth below. Any terms not defined in this Exhibit B, shall have the meaning set forth in the Agreement or the prior Exhibit A.

1.1 **"Data Storage"** means the storage afforded to the databases necessary to maintain and operate either the Utility Management Service ("UMS") or the Utility Billing Application ("UB4"). For sake of clarity, Data Storage does not refer to any other digital documents or information which may be retained by CUSI, the term only refers to the size of the database.

1.2 **"Data Retention Period"** means the period of time after which a customer terminates a Sales Agreement with CUSI. The Retention Period is limited to ninety (90) days from the date of the last billing cycle.

2. **Data Retention.** CUSI shall maintain Data Storage subject to the data limits below.

2.1 **Data Retention Limits.** The first two-hundred (200) GB of Data Storage is included for any customer with a current, active Sales Agreement.

(a) Any database which exceeds the 200 GB of Data Storage threshold will be charged in increments of 100 GB at an additional \$25/month. For sake of clarity, if a database is 330 GB in size, then the customer will be billed \$50/month extra (200 GB included and two additional 100GB increments added at \$25/month each). The charges for the excess data storage are subject to rate increase and variability, and are billed based on actual usage for the time period of Data Storage. CUSI may increase hosting fees at its discretion without prior notice to Licensee, where the applicable rate and usage shall be set forth in each invoice.

(b) There is no upper limit for Data Storage.

3. **Copy of Data.** Current customers may request a copy of their data. A copy of the data will be provided within two (2) business days from the receipt of the request by CUSI. There may be a data transfer fee for providing the data from CUSI's cloud storage account to the customer's cloud account for which the customer is responsible for paying. Data will be provided in a backup (.bak) format.

4. **Data Retention after Termination.** CUSI shall maintain the Data Storage for the Data Retention Period after the termination of a contact. The time will be calculated from the date of the last billing cycle. CUSI may, in its sole discretion, maintain the Data Storage for longer than the Data Retention Period, but in no event will the Data Storage be maintained for longer than six (6) months. After the Data Retention Period the information will be permanently and irretrievably deleted.

(a) A customer can request CUSI, and CUSI may agree, to maintain the data longer than the Data Retention Period for a two-part fee: (i) CUSI shall charge a fee of \$100 for each ninety (90) day period ("Extended Data Retention Period") beyond the original Data Retention Period; and (ii), CUSI shall charge a fee of \$25 per 100 gigabytes for the storage of the database during the Extended Data Retention Period. During the Extended Data Retention Period there is not an exemption for the first 200 gigabytes of the database size. The charges for the excess data storage are subject to rate increase and variability, and are billed based on actual usage for the time period of Data Storage. CUSI may increase hosting fees at its discretion without prior notice to Licensee, where the applicable rate and usage shall be set forth in each invoice.