



**CITY OF ALPINE**  
**REGULAR CITY COUNCIL MEETING**  
**June 10, 2025 – 5:30 PM**

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*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](http://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.*

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- A. **Items to be continued or withdrawn.** Items may be continued to the next City Council meeting or withdrawn from consideration during this agenda.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.**
  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.**
  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 2025-06-20-A, a resolution authorizing the city to participate in the Texas Department of Transportation Aviation Automated Weather Observing System (AWOS) grant program for financial assistance. (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. Personnel Matters § 551.074 and Consultation with Attorney § 551.071, Texas Government Code.**

- I. Discussion and possible acceptance of the City Manger's resignation submitted on June 4, 2025, with a requested effective date of June 13, 2025. (C. Eaves, Mayor)
- II. Consultation with the City Attorney regarding the contractual terms of the City Manager's employment and any legal or procedural considerations related to the resignation. (C. Eaves, Mayor)
- III. Discussion and possible appointment of an Interim City Manager, including implementation of a transition plan to ensure continuity of city operations. (C. Eaves, Mayor)

**15. ACTION AFTER EXECUTIVE SESSION.**

- A. Action, if any, concerning any of the items listed in executive session. (C. Eaves, Mayor)

**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](http://www.cityofalpine.com) pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2:00 P.M. on June 6, 2025, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting.

**WITNESS MY HAND AND SEAL**

**this 6th day of June, 2025.**

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



**CITY COUNCIL AGENDA ITEM REPORT**

**June 10, 2025**

Agenda Item No. 11A

Department: Office of the City Manager

Sponsor: Megan Antrim, City Manager

Memo Prepared By: Geoffrey R. Calderon, City Secretary

Staff Recommendation: Approve



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**AGENDA ITEM**

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Approve Resolution 2025-06-20-A, a resolution authorizing the city to participate in the Texas Department of Transportation Aviation Automated Weather Observing System (AWOS) grant program for financial assistance. (M. Antrim, City Manager)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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1. 2025-06-20-A - AWOS GRANT
2. 25AWAPINE\_Project Implementation Meeting Presentation

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

New -

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

**RESOLUTION 2025-06-20-A**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AUTHORIZING THE CITY TO PARTICIPATE IN THE TEXAS DEPARTMENT OF TRANSPORTATION AVIATION AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) GRANT PROGRAM FOR FINANCIAL ASSISTANCE.**

**WHEREAS**, the City of Alpine operates and maintains the Alpine-Casparis Municipal Airport; and

**WHEREAS**, the City of Alpine desires to install an automated weather observing system at the Alpine Casparis Municipal Airport; and

**WHEREAS**, the City of Alpine intends to request financial assistance from the Texas Department of Transportation for these improvements; and

**WHEREAS**, the total design and construction project costs available is \$200,000; and the City of Alpine will be responsible for the total project cost and will seek 90% reimbursement from Texas Department of Transportation (TxDOT).

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

**SECTION I.** The City of Alpine directs the City Manager to execute on behalf of the City of Alpine, at the appropriate time, and with the appropriate authorizations of this governing body, all agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Alpine Casparis Municipal Airport.

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

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THE 10<sup>th</sup> DAY OF JUNE 2025.**

**APPROVE:**

**ATTEST:**

\_\_\_\_\_  
Catherine Eaves, Mayor

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



**City of Alpine**  **Texas  
Department  
of Transportation**



# **CSJ 25AWAPINE Airport Project**

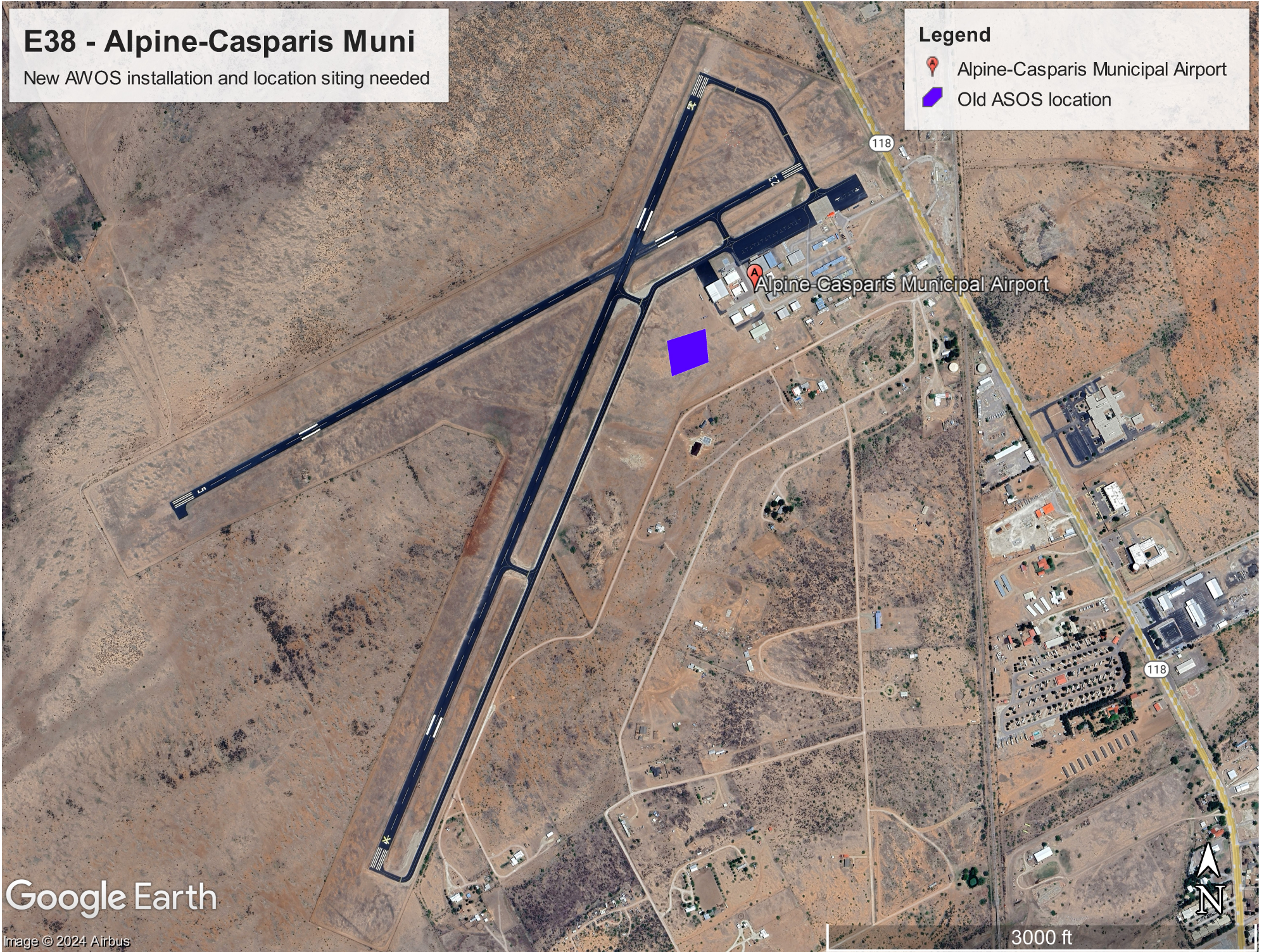
**Presented by TxDOT Aviation Staff**

# E38 - Alpine-Casparis Muni

New AWOS installation and location siting needed

## Legend

-  Alpine-Casparis Municipal Airport
-  Old ASOS location



Google Earth

Image © 2024 Airbus

3000 ft

## STATE

### AFN: 20.106

City of Alpine  
Alpine-Casparis Municipal Airport  
**25AWAPINE**

### PROJECT IMPLEMENTATION MEETING

Total project costs currently estimated to be \$200,000.

Total sponsor share estimated to be \$20,000

- This is a reimbursement grant. The sponsor will bid and contract directly with the provider. Once the invoice is paid by the sponsor, then the sponsor will upload the invoice into eGrants to request reimbursement. We do require proof of payment along with the Reimbursement Request form and invoices.
- The sponsor may advertise for the AWOS, award the contract, BUT the sponsor **CANNOT** execute the contract until the grant is executed.
- **The sponsor must have an executed grant in place, otherwise the costs are not eligible.**
- TxDOT needs copies of the Notice to Bid, Bid Tabs, and awarded contract. All of these can be uploaded in the Grant Tab in eGrants under Correspondence.

**Forms needed prior to submission for Texas Transportation Commission Approval due  
June 13, 2025:**

- **Resolution (Sample enclosed)**  
This resolution will be used for your total project.
- **Designation of Sponsor's Authorized Representative (form enclosed)**  
This is the person who will receive the agreement and all correspondence regarding this project.
- **Certification of Project Funds (form enclosed)**  
This certifies that funds will be available and when they will be available.

**TxDOT Aviation Division Public Hearing on July 3, 2025**

Opportunity for sponsor and public comments on financial assistance grants.

**Transportation Commission Approval requested on July 31, 2025**

# APPA (Airport Project Participation Agreement) OVERVIEW

## Part I - ID of Project

Describes participants and project description.

## Part II - Offer of Financial Assistance

Provides 90% state and 10% local funding.

## Part III - Sponsor Responsibilities

### SPECIFIC GRANT CONDITIONS (Part III):

(Required by Statute & Administrative Code)

- \* Sponsor will comply with the attachments (Certification of Airport Fund)
- \* Sponsor will comply with applicable rules & regs
- \* Facility shall be controlled for at least 20 years
- \* Facility shall be operated in a safe manner
- \* Public access without unjust discrimination shall be provided
- \* No exclusive rights will be granted
- \* No through-the-fence operations shall be permitted without appropriate written agreement
- \* All necessary land shall be acquired
- \* When requested, statements of airport revenues & expenses shall be submitted. yearly audited financial statements should be submitted.
- \* Sponsor shall operate such lighting at least at low intensity from sunset to sunrise
- \* All fees collected shall be used for airport development & improvement
- \* An airport fund shall be established for revenues collected and all expenditures from the airport fund shall be for airport purposes
- \* any revenue from mineral rights be identified as airport revenue; deposited to the airport fund and used for airport operations
- \* All development shall be consistent with approved ALP
- \* Comprehensive zoning regulations shall be adopted
- \* Recovery of funds spent fraudulently
- \* No steel or manufactured products produced outside U.S. permitted
- \* Sponsor must provide for continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the project

**NOTE: Special Condition - Must have acceptable pavement maintenance program to be eligible for Capital Improvement Program grants.**

**NOTE: Please be sure to register all based aircraft at [www.basedaircraft.com](http://www.basedaircraft.com)**

## **► Certification of Single Audit Requirements**

STATE

If the city/county spends more than \$1,000,000 in state fund sources during this fiscal year the city/county submit the report to the audit division of the Texas Department of Transportation.

If the city/county did not either of these thresholds expenditures, the city/county please submit a letter indicating that it is not required to have an audit performed for FY \_\_\_\_.

### **EGRANTS:**

You will use this system for submitting payments and to retrieve your payments. For this project, you will have access to the Grant Tab in Egrants.

If you do not have a user name and password, please email our help desk and they can get you set up. Passwords expire every 90 days.

[avn-egrantshelp@txdot.gov](mailto:avn-egrantshelp@txdot.gov)

Here is the web link to Aviation eGrants.

<http://www.txdot.gov/government/funding/egrants-2016/aviation.html>

<b>SCHEDULE SUMMARY for Federal/State funded projects</b>	<b>DATE DUE</b>
Resolution and other forms must be submitted to Aviation Division	June 13, 2025
Public Hearing	July 3, 2025
Texas Transportation Commission Approval of Project	July 31, 2025
APPA sent to Sponsor for acceptance	Aug 2025
APPA returned to Aviation Division	Sept 2025

#### **AVIATION CONTACTS**

Call 1-800-68-PILOT (687-4568) Aviation Division Staff  
Becky Vick, Grant Manager, 512-416-4504; [becky.vick@txdot.gov](mailto:becky.vick@txdot.gov)  
Sheri.Quinlan; 512-416-4988; Contract Specialist; [sheri.quinlan@txdot.gov](mailto:sheri.quinlan@txdot.gov)  
Julie Fielder, 512-416-4532, Project Manager; [Julie.fielder@txdot.gov](mailto:Julie.fielder@txdot.gov)

### **SAMPLE RESOLUTION for AWOS Grant**

WHEREAS, the NAME OF SPONSOR desires to install an automated weather observing system at the (name of airport); and

WHEREAS, the NAME OF SPONSOR intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, the total design and construction project costs available is \$200,000; and the NAME of SPONSOR will be responsible for the total project cost and will seek 90% reimbursement from TxDOT.

NOW, THEREFORE, BE IT RESOLVED, that the NAME OF SPONSOR hereby directs NAME OR POSITION OF INDIVIDUAL to execute on behalf of the NAME OF SPONSOR, at the appropriate time, and with the appropriate authorizations of this governing body, all agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to AIRPORT NAME.





**CITY COUNCIL AGENDA ITEM REPORT**

**June 10, 2025**

Agenda Item No. 14A

Department: City Attorney

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Geoffrey R. Calderon, City Secretary



Staff Recommendation: None

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**AGENDA ITEM**

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**Personnel Matters § 551.074 and Consultation with Attorney § 551.071, Texas Government Code.**

- I. Discussion and possible acceptance of the City Manger's resignation submitted on June 4, 2025, with a requested effective date of June 13, 2025. (C. Eaves, Mayor)
- II. Consultation with the City Attorney regarding the contractual terms of the City Manager's employment and any legal or procedural considerations related to the resignation. (C. Eaves, Mayor)
- III. Discussion and possible appointment of an Interim City Manager, including implementation of a transition plan to ensure continuity of city operations. (C. Eaves, Mayor)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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- 1. 2022 CM CONTRACT - ANTRIM

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

**CITY MANAGER EMPLOYMENT AGREEMENT**

**THE STATE OF TEXAS           §**  
  **§**  
**COUNTY OF BREWSTER       §**

THIS City Manager Agreement (“Agreement”) is made and entered into effective the 15th day of March, 2022, by and between the City of Alpine, Texas, a Texas municipal corporation (the “City”) and Megan Antrim (the “Manager”), collectively referred to as the “Parties”.

**WITNESSETH:**

WHEREAS, the City Council of the City (the “Council”) is given the power and authority under the City’s Charter to appoint, supervise, and remove the city manager (“Manager”); and,

WHEREAS, the Council and the Manager believe that an employment agreement negotiated between the Council, on behalf of the City, and the Manager can be mutually beneficial to the City, the Manager, and the community they serve and is in the best interests of the public welfare; and,

WHEREAS, when appropriately structured, the Council and the Manager believe an employment agreement can strengthen the Council-Manager relationship by enhancing the excellence and continuity of the management of the City for the benefit of its citizens;

WHEREAS, the Council, on behalf of the City, desires to continue to employ the services of the Manager as the City Manager of the City pursuant to the terms, conditions and provisions of this Agreement; and,

WHEREAS, the Manager has agreed to continue employment as the City Manager, subject to the terms, conditions and provisions of this Agreement;

NOW, THEREFORE, the City Council, on behalf of the City, and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established, have agreed and do HEREBY AGREE as follows:

**I. TERM**

1.1 TERM. The term of this Agreement shall be for a term beginning on September 6 , 2022, (the "Commencement Date") and ending on September 6, 2025 (three (3) years), provided, however, that the term of this Agreement shall be subject to earlier termination pursuant to Section 6.1.

1.2 OPTION PERIODS. The parties shall have the option to renew or extend this Agreement beyond its current term. Discussions concerning renewal will be commenced by the parties no later than thirty (30) days prior to the expiration date of this Agreement.

## **II. EMPLOYMENT**

**2.1 CITY MANAGER.** The Manager is the chief executive officer of the City and shall faithfully perform the duties of the City Manager as prescribed in the job description, as set forth in the City Charter, if any, and City ordinances and, as may be lawfully assigned by the Council (collectively the "City Manager's Duties"). Further, the Manager shall comply with (collectively "Applicable Laws and Authorities") state and federal law, the City's Charter, all City policies, rules, regulations and ordinances as they exist or may hereinafter be amended, and all lawful Council directives. All duties assigned to the Manager by the Council shall be appropriate to and consistent with the professional role and responsibility of the City Manager position.

**2.2 DUTIES.** The Council does hereby employ Manager as City Manager to perform the City Manager's Duties in accordance with and pursuant to all Applicable Laws and Authorities and each of the following duties to the full extent not prohibited by or in material conflict with any existing provisions of the City's Charter or Applicable Laws and Authorities:

- a. with the advice and consent of the Council, appoint and remove all department heads of the City, except as otherwise provided in the Charter or by ordinance;
- b. attend all meetings of the Council, taking part in discussion, but having no vote.
- c. see that all laws, provisions of this Charter, and acts of the Council, subject to enforcement by the Manager or by officers subject to his or her direction and supervision, are faithfully executed;
- d. prepare and submit the annual budget and capital program to the Council;
- e. submit to the Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year;
- f. keep the Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City.
- g. make such other reports as the Council may require concerning the operations of the City departments, offices and agencies subject to his or her direction and supervision; and
- h. perform such other duties as are specified in the Charter or may be required by the Council or the laws of the State of Texas
- i. The Manager shall perform the City Manager's Duties with reasonable care, diligence, skill and expertise.

**2.3 REASSIGNMENT.** The Manager cannot be reassigned from the position of City Manager to another position without the Manager's prior express written consent.

**2.4 COUNCIL MEETINGS.** Except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the Manager or the Manager's designee shall attend, and shall

be permitted to attend, all meetings of the Council, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on this Agreement, or any amendment thereto, the Manager's evaluation, or to consider any issues regarding the Manager's actions or performance, or for purposes of resolving conflicts between individual Council members. By majority vote, the Council may permit the Manager to attend said otherwise-excepted meetings.

**2.5 INDEMNIFICATION.** To the extent it may be permitted by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the City does hereby agree to defend, hold harmless, and indemnify Manager from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Manager in the Manager's individual or official capacity as an employee and as City Manager, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Manager, as an employee of the City, acting within the course and scope of the Manager's employment with the City; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Manager committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the City or by the Manager. The selection of the Manager's legal counsel shall be with the mutual agreement of the Manager and the City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Manager's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. To the extent this Paragraph 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Paragraph 2.6 shall survive the termination, expiration or other end of this Agreement and/or the Manager's employment with the City.

**2.6 APPROPRIATION.** The Council has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and otherwise unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement.

**2.7 HOURS OF WORK.** The Manager acknowledges the proper performance of the City Manager's Duties require the Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Manager agrees to devote such additional time as is necessary for the full and proper performance of the City Manager's Duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the Manager, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager. The Manager will devote full time and effort to the performance of the City Manager's Duties, and shall remain in the

exclusive employ of the City during the term of this Agreement. During the term of this Agreement, the Manager will not directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether or not for compensation, without the prior written consent of the Council which may be permitted if the Council determines that such services will not interfere with the Manager performing the City Manager's Duties hereunder. The Manager shall at all times comply with all applicable laws, rules, regulations, policies and codes of ethics.

### **III. COMPENSATION**

3.1 SALARY. The City shall provide the Manager with an annual salary in the sum of ninety-seven thousand, two hundred and eighty-four and fifty-one cents (\$97,284.51). This annual salary shall be paid to the Manager in equal installments on the schedule as other City employees are paid after and shall be paid net of any applicable withholding or deductions required by the Applicable Laws and Authorities.

3.2 ANNUAL SALARY ADJUSTMENT. The Manager shall annually receive the same percentage increase budgeted for all non-sworn city employees, or sworn employees (whichever is greater) in the Manager's Salary provided for in Paragraph 3.1 of this Agreement.

3.3 OTHER SALARY ADJUSTMENTS. At any time during the term of this Agreement, the Council may, in its discretion, review and adjust the salary of the Manager, but in no event shall the Manager be paid less than the salary set forth in Paragraphs 3.1 or 3.2 of this Agreement, except by mutual agreement of the Parties. Such adjustments, if any, shall be made pursuant to lawful Council resolutions and with consideration to market compensation for city managers in similar cities in the vicinity of the City.

3.4 PAID LEAVES – VACATION, SICK/PERSONAL AND HOLIDAY. The Manager may take, at the Manager's choice, the same number of hours of vacation authorized for other administrative employees of the City, the leave to be in a single period or at different times. The vacation leave taken by the Manager will be taken at such time or times as will least interfere with the performance of the City Manager's Duties. The Manager is hereby granted the same sick/personal leave benefits as authorized by Council policies for administrative employees. The Manager shall observe the same legal holidays as provided by the City for its administrative employees.

3.5 BENEFITS - GENERAL. Unless expressly provided otherwise in this Agreement, in addition to those benefits specifically set forth herein, the Manager shall be entitled to the same benefits that are enjoyed by any other full-time employees of the City pursuant to all Applicable Laws and Authorities.

3.6 RETIREMENT BENEFIT. Manager is enrolled in the Texas Municipal Retirement System. The City agrees to execute all necessary agreements provided by the Texas Municipal Retirement System (TMRS) for the City's participation in said retirement plan.

3.7 EXPENSES. The City shall pay or reimburse the Manager for reasonable expenses incurred by the Manager in the continuing performance of the Manager's duties under this Agreement. The City agrees to pay the actual and incidental costs incurred by the Manager for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the City. The Manager shall comply with all procedures and documentation requirements in accordance with City policy, Applicable Laws and Authorities.

3.8 BONDS. The City shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

3.9 CIVIC ACTIVITIES. The Manager is encouraged to participate in community and civic organizations and activities. The cost of such activities shall be borne by the City.

3.10 CITY LEASED VEHICLE. The City shall provide a leased vehicle to be used during the performance of City business, work related travel and training.

3.11 TELECOMMUNICATIONS. The City shall provide the Manager with a mobile phone and mobile hot spot. In addition to use for official city business, such items may be used for incidental personal use. At the conclusion of Manager's employment with City, Manager agrees to return any equipment provided for her use.

3.12 LIMITATIONS. The Manager's compensation is determined by the terms set forth within this Agreement and may be modified by adjustments to City staff's compensation taken by the Council or the Manager, such as cost-of-living or market-based adjustments, or other changes to the compensation provided to City staff.

#### **IV. PROFESSIONAL GROWTH**

4.1 PROFESSIONAL DUES AND SUBSCRIPTIONS. The City agrees to budget for and to pay for professional dues and subscriptions of the Manager necessary for continuation and full participation in national, state, regional, and local associations and organizations as necessary and/or desirable for the benefit of the City through the Manager's continued professional participation, growth and advancement.

4.2 PROFESSIONAL DEVELOPMENT TRAVEL. The City agrees to budget for and to pay for travel and subsistence expenses of the Manager for professional and official travel and meetings to adequately continue the professional development of the Manager and to pursue necessary official functions for the City, including but not limited to the ICMA Annual Conference, the Texas Municipal League, the Texas City Management Association, and such other national, regional, state and local governmental groups and committees in which the Manager is a member.

4.3 PROFESSIONAL CONTINUING EDUCATION. The City agrees to budget and pay for travel and subsistence expenses of the Manager for short courses, institutes, and seminars that are necessary and/or desirable for the benefit of the City through the Manager's professional development.

## V. PERFORMANCE EVALUATION

5.1 EVALUATION PROCESS. The Council shall review the Manager's job performance at least once annually, which evaluation shall be completed no later than September 30th of each year unless the parties agree otherwise. The annual performance review and evaluation shall be in accordance with criteria and format developed jointly by the Council and the Manager. The Mayor shall present the annual performance evaluation to the Manager and the Council shall provide the Manager a reasonable and adequate opportunity to discuss with the Council and/or respond to the Manager's evaluation. In addition to categorical evaluation criterion that may be part of the performance evaluation required under this paragraph, the Council shall provide a summative performance rating of 5 = Excellent (almost always exceeds the performance standard); 4 = Above average (generally exceeds the performance standard); 3 = Average (generally meets the performance standard); 2 = Below average (usually does not meet the performance standard); or 1 = Poor (rarely meets the performance standard). For purposes of making a determination under paragraph 3.2 of this Agreement, if the Council fails to provide the Manager with the summative performance rating required under this paragraph, the Manager shall be deemed to have achieved a summative rating for the evaluation period of 4 = Above average (generally exceeds the performance standard).

5.2 MODIFICATION OF EVALUATION PROCESS. In the event the Council determines that the evaluation instrument, format and/or procedure are to be modified by the Council, and such modifications would require new or different performance expectations, then the Manager shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

5.3 CONFIDENTIALITY. Unless the Manager expressly requests otherwise in writing, except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the evaluation of the Manager shall at all times be conducted in closed session of the Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Council or the Manager from sharing the content of the Manager's evaluation with their respective legal counsel.

## VI. TERMINATION

6.1 TERMINATION EVENTS. This Agreement shall terminate upon any of the following:

- a. Mutual agreement of the Council and Manager in writing and signed by them;

b. Retirement of the Manager in which case the Manager shall provide the City six (6) months notice of her intent to retire.

c. Voluntary resignation of in which case the Manager shall provide the City two (2) months' notice of her intent to resign;

d. Death of the Manager;

e. If the Manager becomes permanently disabled because of sickness, physical or mental disability, so that the Manager will be unable to complete any of her duties under this Agreement with a reasonable accommodation as permitted by the Americans with Disabilities Act, the City has the option, consistent with applicable law, to terminate this Agreement upon sixty (60) calendar days written notice of termination to the Manager. If so terminated, the Manager shall receive all benefits as outlined in Section 6.3 of this agreement. Such termination will be without prejudice to any right or remedy to which the City or Manager may be entitled either at law, in equity, or under this Agreement.

f. Termination of Manager's Employment for "good cause" without notice or severance (as defined in Paragraph 6.2 below);

g. A Unilateral Severance (as defined and set forth in Section 6.3 below); or,

h. Expiration of the term of this Agreement, provided the City gives Manager at least thirty (30) days notice prior to the expiration of the Term that City does not intend to renew this contract or extend the Term. If City does not give such thirty (30) day notice, the contract would automatically renew on the date of the end of the Term for an additional one-year Term.

6.2 "GOOD CAUSE". For purposes of this Agreement the term "good cause" is defined as follows:

(a) Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by City Manager under this Agreement or under the Charter and ordinances of the City and/or the laws of the United States or the State of Texas.

(b) Any misconduct of the City Manager involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to City Manager's official duties hereunder.

(c) Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by City Manager of public or other funds or other property, real,

personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the City Manager in her official capacity.

**6.3 UNILATERAL SEVERANCE.** As one of the termination events specified above in Paragraph 6.1, the Council may end the employment relationship and terminate this Agreement at the pleasure of the Council, without good cause, upon written notice to the Manager as specified below and payment to the Manager of the Severance Amount (as defined below), the Severance Benefits (as defined below) and the Current Obligations (the "Unilateral Severance"). If the Council determines that it desires a Unilateral Severance it shall provide written notice to the Manager at least thirty (30) days in advance of the effective date of such termination, which specifies:

- (a) the Council has voted and there are three (3) affirmative votes to pursue a Unilateral Severance pursuant to this Paragraph 6.3 of the Agreement,
- (b) the effective date of the Unilateral Severance ("Severance Effective Date"), and
- (c) the City's commitment to pay the Severance Amount (including a specific line-item breakdown of the items that constitute the total Severance Amount), the Severance Benefits and the Current Obligations. On or before the Severance Effective Date, the Manager may by written notice to the City direct that the Severance Amount be paid and payable in a manner directed by the Manager, provided that the total Severance Amount must be paid and payable on or before the first anniversary of the Severance Effective Date and there shall be no limitations on the City making all deductions and withholdings required by law.

**6.3.1 SEVERANCE AMOUNT.** "Severance Amount" means the total amount of:

- (a) an amount equal to the value of nine (9) months of the Manager's then-current Salary to serve as the primary basis for the Manager's severance pay, plus
- (b) the value of any accrued, but unused vacation and sick/personal leave days, computed on an hourly basis determined by dividing the Manager's then current annual Salary by 2080 hours.

**6.3.2 SEVERANCE BENEFITS.** "Severance Benefits" means, at the City's expense: continued health insurance benefit pursuant to Paragraph 3.6 of the Agreement, for a period of nine (9) months or if sooner, until the Manager obtains other full-time employment and coverage through a group health insurance plan from the Manager's new employer; and

**6.3.3 CURRENT OBLIGATIONS.** The "Current Obligations" includes all salary and benefits under this Agreement payable or otherwise owing by City to Manager through and including the Severance Effective Date. Conditioned upon the City fulfilling its obligations to pay the Severance Amount, the Severance Benefits and the Current Obligations, upon a Unilateral Severance, the Manager must waive and release Manager's rights to continued employment with

the City and any other claims and the parties waive and release the right to an arbitration hearing on any and all issues, claims or causes of action. In the event of a Unilateral Severance, the parties agree not to make disparaging comments or statements about each other.

6.3.4 LIMITATIONS. Paragraph 6.3 applies to each year of this Agreement and does not apply to any extension or future modification of this Agreement unless reauthorized by the Council or to the Manager's continued employment under paragraph 1.2 of this Agreement.

6.4 1. RESIGNATION BY MANAGER. The City will pay Manager a lump sum cash payment for all salary earned through the last date that Manager works, or her resignation date, which is later, accrued but unused vacation and sick/personal leave days and other benefits that were accrued but unused as of the last day of active employment.

## **VII. GENERAL PROVISIONS**

7.1 COMPLETE AGREEMENT. This Agreement sets forth and establishes the entire understanding between the City and the Manager relating to the employment of the Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written signed agreement may amend any provision of this Agreement during the term of this Agreement; such amendments shall be incorporated and made a part of this Agreement.

7.2 BINDING EFFECT. This Agreement shall be binding on the City and the Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

7.3 JURISDICTION/ARBITRATION. The parties agree that any and all disputes related to Manager's employment with the City, including any related to this Agreement, shall be resolved by Arbitration under the rules and auspices of the American Arbitration Association one person arbitration rules. The parties stipulate that any arbitration shall take place in Brewster County, Texas.

7.4 SAVINGS CLAUSE. If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court or arbitrator of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

7.5 CONFLICTS. In the event of any conflict between the terms, conditions and provisions of this Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by

law, the terms of this Agreement shall take precedence over the contrary provisions of the Applicable Laws and Authorities during the term of this Agreement.

7.6 CONTROLLING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Brewster County, Texas, unless otherwise provided by law.

EXECUTED THIS the 6<sup>th</sup> day of SEPTEMBER, 2022.

CITY OF ALPINE, TEXAS

By: Catherine Eaves  
Catherine Eaves, Mayor



ATTEST:

Geo Calderon  
Geo Calderon, City Secretary

APPROVED AS TO FORM:

Rod Ponton  
Rod Ponton, City Attorney

Megan Antrim  
Megan Antrim, CPFIM