



CITY OF ALPINE
BUDGET WORKSHOP & REGULAR CITY COUNCIL
MEETING

September 2, 2025 – 4:00 PM

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

1. BUDGET WORKSHOP - 4:00 P.M.

- A. Budget Workshop to determine necessary amendments to the proposed budget ahead of official adoption. (G. Calderon, Interim City Manager)

2. CALL TO ORDER - REGULAR MEETING - 5:30 P.M.

- 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.

3. 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.

4. 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.

5. PUBLIC PRESENTATIONS.

- A. Presentations & Recognitions
- B. Proclamations
- C. Community Interest Items
 - i) Mayor Announcements
 - ii) City Manager Announcements
 - iii) Council Member Announcements

6. 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- A. **Items to be continued or withdrawn.** Items may be continued to the next City Council meeting or withdrawn from consideration during this agenda.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.

7. TIME SENSITIVE ITEMS.**8. CONSENT AGENDA.**

- A. Approval of the August 19, 2025 Regular Meeting Minutes. (G. Calderon, Interim City Manager)
- B. Approval of hangar rental lease increase of \$0.01 per square foot ground lease increase at the Alpine Casparis Municipal Airport. (G. Calderon, Interim City Manager)

9. ITEMS REMOVED FROM THE CONSENT AGENDA.**10. 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. Presentation by the Big Bend Regional Hospital District staff regarding program and service offerings. (C. Eaves, Mayor)

11. INFORMATION OR DISCUSSION ITEMS.

- A. Discuss the possibility of updating City ordinances to allow golf carts and other recreational vehicles to operate on City streets. (R. Portillo, City Council)
- B. Discuss the proposed partnership between the City of Alpine and Alpine Independent School District for collaborative use and maintenance of the Manuel Payne Field located at Kokernot Park. (C. Eaves, Mayor)
- C. Discuss a proposed resolution adopting a power pedestal rental policy and agreement;

Establishing rental fees; Providing for fee waivers for city-sponsored events; Requiring release of liability; Providing for damages recovery; Providing for reduced nonprofit rates; Authorizing the City Manager to administer and implement the policy; And providing an effective date. (G. Calderon, Interim City Manager)

- D. Discuss the Skyway Gardens II Development including concerns with the water pressure and the feasibility study conducted by Jacob | Martin. (G. Calderon, Interim City Manager)

12. **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 2025-09-01, a resolution continuing collaborative improvement efforts for 2025-2026 between the City of Alpine and the Alpine Country Club to accompany the 2016 lease. (G. Calderon, Interim City Manager)
- B. Approve Resolution 2025-09-02, a resolution nominating a representative to the City of Alpine Solid Waste Advisory Committee (RSWAC) vacancy through the Rio Grande Council of Governments (RIOCOG) for a membership term of two years from Fiscal Year 2026-2027. (G. Calderon, Interim City Manager)
- C. Approve Resolution 2025-09-03, a resolution nominating a City of Alpine representative to the Brewster County Appraisal District Board of Directors. (G. Calderon, Interim City Manager)
- D. Approve Resolution 2025-09-04, a resolution authorizing the allocation of the of the city owned shipping container to the Alpine Emergency Services Board for use in Firefighting Training and granting access to the city owned Fire Training Facility (Burn House) and real property near the wastewater treatment plan to the Management of the Alpine Emergency Services Board. (R. Stephens, City Council)
- E. Renew the Director of Tourism contract for one-year term. (G. Calderon, Interim City Manager)

13. **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

- B. **City Manager Report:** Employee Compensation; Streets; Water; Wastewater, Budget; Grants; Information Technology & Cybersecurity; Utility Billing Software Transition; Requests for Proposals; Smart Meters; Pending Projects, City Manager Search.

14. **CITY COUNCIL MEMBER COMMENTS.**

15. **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:

- a. Review and discuss the Texas Disposal Systems contract terms. (R. Stephens, City Council)

Personnel Matters § 551.074, Texas Government Code:

- a. Review and discuss applications for City Manager and discuss feedback from department directors, scheduling of interviews with the City Council, and next steps moving forward. (G. Calderon, Interim City Manager)
- b. Operational, Finance, and Personnel Discussions and Considerations to ensure that the City Council and the City Manager are aligned. (G. Calderon, Interim City Manager)

16. **ACTION AFTER EXECUTIVE SESSION.**

- A. Action, if any, concerning any of the items listed in executive session. (G. Calderon, Interim City Manager)

17. **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 August 27, 2025, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting.

WITNESS MY HAND AND SEAL
this 27th day of August, 2025.



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



CITY COUNCIL AGENDA ITEM REPORT

September 2, 2025

Agenda Item No. 8A

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Geoffrey R. Calderon, Interim City Manager

Staff Recommendation: Approve



AGENDA ITEM

Approval of the August 19, 2025 Regular Meeting Minutes. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. 8-19-25 Regular City Council Meeting Minutes

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alexandra Tackett, Deputy City Secretary

Geoffrey R. Calderon, City Secretary

Approved - 8/22/2025

Final Approval - 8/25/2025

City Of Alpine
REGULAR CITY COUNCIL MEETING
Tuesday, August 19, 2025 – 5:30 PM
Minutes

1. **CALL TO ORDER.**

Mayor Catherine Eaves called the meeting to order at 5:30 P.M. The meeting was held at City Council Chambers located at 803 West Holland Avenue and via Zoom Videoconference in the City of Alpine, Texas. 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 Lucy Escovedo
Councilor Rick Stephens
Mayor Catherine Eaves
Councilor Eva Martinez
Councilor Richard Portillo
Councilor Robert Rückes

City Staff and Stakeholders Present:

Geoffrey R. Calderon, City Secretary &
Interim City Manager
Cynthia Trevino, City Attorney
Darrell Losoya, Chief of Police
Abel Hinojos, Airport Supervisor
Jessica Isley, Building Official
Michael Maciaz, Director of Utilities

Not Present: None.

Others Present: 7 others

Mayor Eaves announced that a quorum of the City Council was present at the City Council Chambers and Interim City Manager, Geoffrey Calderon, reported that the meeting agenda was posted by 3:00 P.M. on August 13, 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.

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.

Open (5:31 P.M.)

- A. Public Hearing to obtain citizen views and comments regarding the second and final reading of Ordinance 2025-08-01, an ordinance approving Rezone Application 2025-08-01; Amending the official zoning map of the city by rezoning the property located at 601 S. Walker and legally described as Lots No. Three (3), Four (4), and Five (5), Block Forty-Nine (49), Hancock Addition (South of the Railroad) to the City of Alpine, Brewster County, Texas, as the same appears in the Plat Records of Brewster County, Texas; Rezoning the subject property from R-4 Mixed Residential District to C-0 Office Services District; Providing Findings of Fact, Repealer, Severability, Effective Date, Proper Notice, and Hearing Clauses.

Public Comments: None.

- B. Public Hearing to obtain citizen views and comments regarding Resolution 2025-08-20, a resolution approving the 2026-2030 Capital Improvement Plan.

Public Comments: None.

Close (5:32 P.M.)

4. PUBLIC PRESENTATIONS.

- A. Presentations & Recognitions
- B. Proclamations
 - i) Proclamation National Aviation Day for Tue, Aug 19, 2025. (C. Eaves, Mayor)
- 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.

No items were continued or withdrawn.

- 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 action 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 time-sensitive items were added.

6. **TIME SENSITIVE ITEMS.**

7. **CONSENT AGENDA.**

- A. Approval of the August 5, 2025 Regular Meeting Minutes. (G. Calderon, Interim City Manager)
- B. Approval of the July 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, Interim City Manager)
- C. Approval of the July 2025 invoice for Bojorquez Law Firm Services. (G. Calderon, Interim City Manager)

RESOLUTION 2025-08-21: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rücker to approve the consent agenda, the City Council unanimously voted to adopt the motion.

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 Etchison. (G. Calderon, Interim City Manager)

10. **INFORMATION OR DISCUSSION ITEMS.**

- A. Discussion regarding the upkeep of fire hydrants and possibly utilizing the Alpine Volunteer Fire Department for providing required upgrades to fire hydrants within the City. (R. Ruckes, City Council)
- B. Discussion regarding relocation or possible donation of a city-owned shipping container to the Alpine Volunteer Fire Department. (R. Ruckes, City Council)
- C. Discuss implications of the current flood plain on Alpine property and consider alternative actions. (R. Stephens, City Council)
- D. Discuss the frequency of the Alpine City Judge report and key elements for that report. (R. Stephens, City Council)
- E. Discuss the concept of City/County cooperation to create a “regional fire fighting training center” at the old fire fighting training center. (R. Stephens, City Council)

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 the second and final reading of Ordinance 2025-08-01, an ordinance approving Rezone Application 2025-08-01; Amending the official zoning map of the city by rezoning the property located at 601 S. Walker and legally described as Lots No. Three (3), Four (4), and Five (5), Block Forty-Nine (49), Hancock Addition (South of the Railroad) to the City of Alpine, Brewster County, Texas, as the same appears in the Plat Records of Brewster County, Texas; Rezoning the subject property from R-4 Mixed Residential District to C-0 Office Services District; Providing Findings of Fact, Repealer, Severability, Effective Date, Proper Notice, and Hearing Clauses. (G. Calderon, Interim City Manager)

RESOLUTION 2025-08-22: On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to approve, the City Council unanimously voted to adopt the motion.

- B. Approve Resolution 2025-08-18, a resolution approving and adopting updates to the Official Zoning Map of the City of Alpine, Texas; Making certain findings; Finding compliance with the Open Meetings Law; and Providing an Effective Date thereof. (G. Calderon, Interim City Manager)

RESOLUTION 2025-08-23: On a motion by Councilor Rick Stephens and seconded by Councilor Eva Martinez to approve, discussion ensued.

RESOLUTION 2025-08-24: Councilor Rick Stephens moved to amend the original motion to exclude 504 N. Bird. Councilor Robert Ruckes seconded the motion. The City Council unanimously adopted the motion. The City Council subsequently adopted the original motion as amended.

- C. Approve Resolution 2025-08-19, a resolution approving the 2026-2030 Capital Improvement Plan. (G. Calderon, Interim City Manager)

RESOLUTION 2025-08-25: On a motion by Councilor Robert Rückes and seconded by Councilor Richard Portillo to approve, the City Council adopted the motion with all members voting in favor, excluding Councilor Rick Stephens and Councilor Lucy Escovedo who voted to oppose adoption of the motion.

- D. Approve Resolution 2025-08-20, a resolution authorizing participation as a Texas Political Subdivision in the Opioid Settlement Agreements pursuant to the Texas Term Sheet; Authorizing the City Manager to execute settlement participation and release forms for current and future settlements; and providing an effective date. (G. Calderon, Interim City Manager)

RESOLUTION 2025-08-26: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve, the City Council unanimously voted to adopt the motion.

- E. Approval of the Building Services and Environmental Services Job Descriptions:

- Building Official
- Code Enforcement Officer
- Permit Technician
- Environmental Services Administrator
- Recycling Technician

(G. Calderon, Interim City Manager)

RESOLUTION 2025-08-27: On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to approve, the City Council unanimously voted to adopt the motion.

- F. Approve award of bid responsive to RFP 2025-08-01, a request for proposals for Partial Self-Insured Funded & Fully Funded Medical Plans. (G. Calderon, Interim City Manager)

RESOLUTION 2025-08-28: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve, discussion ensued.

RESOLUTION 2025-08-29: Councilor Rick Stephens moved to amend the original motion to include approval of the award of the partial self-funded and fully funded medical plan to go to Blue Cross Blue Shield of Texas. Richard Portillo seconded the motion. The City Council unanimously adopted the motion. The City Council subsequently approved the original motion as amended.

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

- B. **City Manager Report:** Employee Compensation; Streets; Water; Wastewater, Budget; Grants; Information Technology & Cybersecurity; Utility Billing Software Transition; Requests for Proposals; Smart Meters; Pending Projects.

13. **CITY COUNCIL MEMBER COMMENTS.**

RESOLUTION 2025-08-30: On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to recess into executive session, the City Council unanimously voted to adopt the motion. **(6:50 P.M.)**

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:

- a. Letter of Demand - Living Trust of James Distel. (R. Stephens, City Council)
- b. Review and discuss the Texas Disposal Systems contract terms. (R. Stephens, City Council)

Personnel Matters § 551.074, Texas Government Code

- a. Review and discuss applicants for City Manager and narrow the list of candidates for consideration. (R. Stephens, City Council)
- b. Operational, Finance, and Personnel Discussions and Considerations to ensure that the City Council and the City Manager are aligned. (G. Calderon, Interim City Manager)

15. **ACTION AFTER EXECUTIVE SESSION.**

RESOLUTION 2025-08-31: On a motion by Councilor Rick Stephens seconded by Councilor Robert Rückes to move into regular session, the City Council unanimously adopted the motion. **(8:20 P.M.)**

- A. Action, if any, concerning any of the items listed in executive session. (G. Calderon, Interim City Manager)

RESOLUTION 2025-08-32: Councilor Rick Stephens moved that no action should be taken after executive session. Councilor Robert Rückes seconded the motion. The City Council voted to adopt the motion with all members voting in favor.

16. **ADJOURN.**

There being no further business, the meeting was adjourned by Mayor Eaves. (8:20 P.M.)

APPROVED:

Catherine Eaves, *Mayor*

ATTEST:

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 3:00 P.M. on August 13, 2025, and remained so posted for at least 72 hours preceding the scheduled time of the said meeting.

WITNESS MY HAND AND SEAL

this 13th day of August, 2025.



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



CITY COUNCIL AGENDA ITEM REPORT

September 2, 2025

Agenda Item No. 8B

Department: Office of the City Manager

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approval of hangar rental lease increase of \$0.01 per square foot ground lease increase at the Alpine Casparis Municipal Airport. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

- The City of Alpine has 43 ground leases at the Alpine Casparis Municipal Airport:
 - o 12 - annual rate change through the Consumer Price Index
 - o 28 - annual increase approved by City Council
 - o 3 - CFK Ranch & CBP leases are set per lease agreement
- Older leaseholders were provided the opportunity to switch to the Consumer Price Index in 2014.
- New, transferred, or sold leases are switched to the newest lease format.
- Under the older leases, the City is required to provide notification annually of the intent to raise ground lease rates, as approved by the City Council.
- Notifications are provided (dependent on Council approval of increase) each year in October.
- FY 2025-2026 recommendation is to raise the ground lease rates by \$0.01 (\$0.20 to \$0.21) per square foot.

SUPPORTING MATERIALS

1. Annual Airport Ground Lease Rate Increase

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alexandra Tackett, Deputy City Secretary
Geoffrey R. Calderon, City Secretary

Approved - 8/25/2025
Final Approval - 8/26/2025

promptly removed upon completion of construction. In no case shall City have jurisdiction over Lessee's property stored in or upon Leased Premises.

5. Waste. Lessee shall not commit or permit any waste to the Leased Premises and shall not, without prior approval of City, dig any holes, remove any materials, or materially change the surface elevation of the Leased Premises.
6. Premises Condition. Lessee shall maintain the premises and structure in a neat, clean, presentable, safe and visually pleasing condition. Lessee shall make minor repairs and conduct maintenance on the Leased Premises that become necessary by reason of normal wear and tear. As directed by City, Lessee shall make major repairs and conduct major maintenance essential to keep Leased Premises within safe parameters and to be in compliance with City codes. It is the duty of City to notify Lessee of codes affecting Lessee.
7. Inspection. Lessee shall operate the Leased Premises for the use and purposes for which the same is let. Insofar as may be reasonable and practicable, Lessee shall at all times comply with all laws, rules, regulations, ordinances of City or of any other governmental authority having jurisdiction over the Leased Premises and/or Lessee's activity. Lessee shall not knowingly or intentionally permit any unlawful or illegal use of the Leased Premises. City shall have the right to inspect the premises to ensure compliance. However, City must give Lessee reasonable notice of such inspection and invite Lessee (at Lessee's option) to attend such inspection. City shall have the right to direct Lessee to take any and all action to comply with this provision, at the sole expense of Lessee.
8. Interference. Lessee shall not use the Leased Premises or any part thereof or any part of the Airport property in any manner that will interfere or conflict with the use and enjoyment of the airport property by authorized users thereof or other lessees of hangar or apron space.
9. Rent. As consideration for the lease contained herein Lessee agrees to pay to City, in advance, the sum of \$.10 per square foot, per year of space leased based upon the measurements provided by the taxing appraisal district for the City of Alpine and Brewster County, Texas. City shall bill Lessee annually. Rent is due annually on January 1. If this lease should commence on a date other than January 1 or terminate on a date other than the last day of a calendar year, percentage rental for such fractional part of the calendar year following the commencement date or preceding the termination date shall be paid at the corresponding rental rate. City at its option shall have the right to increase the rental rate per square foot \$.01 per year. The maximum rental rate per square foot shall be \$.40. City shall give Lessee sixty (60) days written notice of its intent to increase the rental rate.
10. Delinquency. Lessee agrees that any unpaid rent is delinquent on January 31, at which time the rental rate per square foot shall be increased twenty-five percent (25%). Lessee shall have until March 1 to pay all delinquent rent. In the event any rental is not received by March 1, it is agreed that Lessee is in breach of Lease Agreement.
11. Cure, Breach and Default. City shall give Lessee thirty (30) days written notice to cure a breach by Lessee of any conditions, covenants or agreements contained herein. Such notice must specifically define the alleged breach and requirements of Lessee to remedy such breach. In the event the alleged breach cannot be cured within (30) days, then Lessee shall be required to immediately institute actions required to cure such breach and continue such actions within a reasonable time. In the event of default which is not cured, City may declare the Lease Agreement forfeited and lease the Leased Premises and any structure thereon to another lessee from month-to-month or until Lessee has cured such default to the satisfaction of City. City may

CITY COUNCIL AGENDA ITEM REPORT

September 2, 2025

Agenda Item No. 10A

Department: City Council

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Geoffrey R. Calderon, Interim City Manager

Staff Recommendation: None



AGENDA ITEM

Presentation by the Big Bend Regional Hospital District staff regarding program and service offerings. (C. Eaves, Mayor)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. Presentation
2. BBH Flyer

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alexandra Tackett, Deputy City Secretary
Geoffrey R. Calderon, City Secretary

Approved - 8/19/2025
Final Approval - 8/19/2025



How can we help?

Big Bend Health is committed to helping clients get on the right track to better health! We can help provide resources and assist with the application process in other programs available.

- Client screening to see what other available programs they can benefit from and help with the enrollment process.**
- We process claims received in a timely matter, so that your medical visit is paid.**

Requirements

- You must not qualify for Medicaid
- Must live in Presidio/Brewster County
- Be 18 and Over
- Income lower than poverty level of 150%
- Must meet resource limit

\$4500.00 for 60 and under

\$6800.00 for over 60 and disability



MEDICAL BENEFITS AND COVERAGES

BASIC MEDICAL SERVICES

- Physician Services

- Basic Dental Coverage

- Basic Vision Coverage

- Authorized Specialist Referrals

- Medically Necessary Visits

- Durable Medical Equipment

- Medical Appointment Transportation

- \$30,000 maximum annual fiscal benefit (October–September)

- Program enrollment every 6 months

- Medications



Primary Care Physicians

Accessing Care

- Client must verify with Big Bend Health for a list of local providers in-network with the program.
- Specialist must be referred by your PCP and are limited to contracted providers, prior to appointment.
- We will need 5 days for non-urgent procedures and 2 days for urgent authorizations.
- Schedule yearly preventative medical exams and physicals.
- No approval needed for PCP visits. Client may schedule directly.



EMERGENCY VISITS & EMS

- ER visits should be limited to life threatening emergencies and should not be used for basic medical care.
- Ground EMS transportation is covered locally if client's condition is life threatening and requires the use of specialized equipment, life support and close monitoring by trained attendants.
- EMS services is not to be used for medical appointments.
- Laboratory testing for COVID-19(e.g. PCR and antigen tests) will only be covered if ordered by (PCP)provider



IMMUNIZATIONS

Big Bend Health enrollees will receive all their immunizations through the Texas Department of State Health Services when appropriate.

- Hepatitis A
- Hepatitis B
- Influenza (seasonal)
- Meningococcal (MCV4)
- MMR
- Pneumococcal (PPV23)
- Tdap
- Varicella

****Should the immunization not be available through the Texas Department of State Health Services, please contact BBH.**



DENTAL COVERAGES

PCHS Alpine/Presidio Dental

BASIC SERVICES COVERED

- Annual exam, x-rays and cleaning
- Fillings * some fillings may not be covered within the program
- Extractions
- Periodontal Scaling

NOT COVERED

- Braces
- Periodontal Maintenance
- Dentures
- Cosmetic Dental
- Veneers
- Crowns

It is the client's responsibility to ask before having any procedures done to verify coverage. Should you have any questions please consult with the provider and/or Big Bend Health.

Vision Coverage

4i's Optical-Alpine

BASIC SERVICES COVERED

Eye Examination by refraction every 24 months

- One pair of prescribed, non-prosthetic eyewear every 24 months

Diabetic eye exams are covered on annual basis

It is the client's responsibility to ask before having any procedures done to verify coverage. Should you have any questions please consult with the provider and/or Big Bend Health.

SERVICES NOT COVERED

- Procedures considered cosmetic
- Contact lenses

***Further procedures needed will be considered with prior review and authorization.**



TRANSPORTATION

BIG BEND COMMUNITY ACTION-TRAX

- Client is responsible for contacting TRAX to verify availability for date of medical appointment.
- Client must notify Big Bend Health at least 48 hours in advance for transportation approval.
- Transportation is provided for medical appointments ONLY.
- Transportation benefits are covered only for our clients.

***Client is responsible for notifying Big Bend Health or TRAX for any cancellations. Failure to do so may result in loss of transportation coverage.**



**BIG BEND
HEALTH**

Page 25 of 110

Prescriptions & RX Grant

RX Grant medication refills are managed by BBH.

- 3 Prescriptions Monthly (\$5.00 co-pay/each)
- 30 Day Supply Only
- Generally, generic medications only.
- COVID 19 over-the-counter tests are not covered.
- If medications are available through the RX Grant, client must enroll in the programs offered.
- Client must comply with RX Grant requirements.
- BBH will not cover medications that are available through the RX Grant.
- Prior Authorization from BBH is required for all Opioids, Insulins and Controlled Substances Prescriptions

***RX Grant enrollees must notify BBH of refills needed one month in advance.**



DURABLE MEDICAL EQUIPMENT

Reliance Medical Supply-Alpine/Presidio

- DME should be medically necessary and
- Prescribed by a licensed physician.
- Examples of items covered under BBH
- Standard Canes
- Crutches
- Wheelchairs
- Walkers
- Blood Pressure Monitors
- Oxygen and Supplies

*Failure to present a prescribed order and authorization may result in the client being responsible for payment.

All items covered must be prior-authorized by Big Bend Health.



**BIG BEND
HEALTH**

Page 27 of 110

RX GRANT PROGRAM

The RX Grant Program helps low to moderate income residents with the cost of prescriptions. This program is also known as Prescription Assistance Programs.



Referral/identification

Clients are referred to BBRHD for help or screened internally. All BBRHD clients are required to participate in RX Grant if eligible.

Application

Applications are processed through the Presidio office in collaboration with prescribing physician – the physician must sign off on application.

Approval

Completed applications submitted directly to drug manufacturer.

Pick up

Once approved medications are mailed directly to patient or primary care physician's office for pick up.

Renewal

Renewals are processed every 12 months. Refills are processed typically every 3 months.



Eligibility

Eligibility varies by drug manufacturer or medication but are easy to qualify if a client is low to moderate income. Qualifications are **400% of FPL** for most programs.

Household Size	Income Limit-400%
1	\$ 54,360
2	\$ 73,236
3	\$ 92,124
4	\$ 111,000
5	\$ 129,876
6	\$ 148,764

The RX Grant Program is a HUGE cost savings for BBRHD and residents. The program also greatly reduces the burden on our medical providers since BBRHD processes and follows through on all applications.



Questions?



**BIG BEND
HEALTH**

Healthcare Within Reach.

Healthcare isn't a luxury. It's your right, and your strength.

Your Health. Our Priority.

Out here, we can take care of ourselves. But sometimes, a little support makes all the difference.

If paying for healthcare feels out of reach, the County Medical Program is here for you.

It helps cover the basics—so you can stay strong, stay well, and keep living life on your terms.

What's covered:



**Up to \$30,000 a year
in benefits**



**Medical care – routine
and emergency**



**Dental – one checkup
and cleaning a year**



**Vision – eye exam every
2 years + glasses**

You might qualify if you:

**Live in Brewster or
Presidio County**

**Don't have
Medicare**

**Have kids on
Medicaid but you're
not enrolled**

**Make less than
\$1,956/month***

**Must be over 18
years old**

* Monthly gross income updated annually.

Call Us Today



(432) 837-7051



www.bigbendhealth.org



**BIG BEND
HEALTH**

Salud A Tu Alcance.

Tu salud no debe ser un lujo. Es tu derecho, tu fuerza, tu futuro.

Tu salud es nuestra prioridad.

Cuando cada peso cuenta, los gastos médicos pueden parecer imposibles.

Con el programa de Salud a Tu Alcance, te apoyamos para que cuidar tu salud no sea una carga económica.

Porque no deberías tener que elegir entre pagar tus cuentas y cuidar tu bienestar.

¿Qué cubre el Programa?



Hasta \$30,000 de beneficio anual



Atención preventiva y de emergencia



Dental: limpieza y chequeo anual incluidos



Visión: examen cada 2 años + lentes incluidos

¿Cómo califico?

Vives en Brewster o Presidio County

No tienes Medicare

Tus hijos tienen Medicaid, pero tú no

Tu ingreso mensual es menos de \$1,956*

Debe ser mayor de 18 años

* Limite de ingresos cambia cada año

Contáctanos hoy:



(432) 837-7051



www.bigbendhealth.org

CITY COUNCIL AGENDA ITEM REPORT

September 2, 2025

Agenda Item No. 11A

Department: City Council

Sponsor: Richard Portillo, Councilor

Memo Prepared By: Geoffrey R. Calderon, Interim City Manager

Staff Recommendation: None



AGENDA ITEM

Discuss the possibility of updating City ordinances to allow golf carts and other recreational vehicles to operate on City streets. (R. Portillo, City Council)

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

Alexandra Tackett, Deputy City Secretary

Geoffrey R. Calderon, City Secretary

Approved - 8/25/2025

Final Approval - 8/25/2025

CITY COUNCIL AGENDA ITEM REPORT

September 2, 2025

Agenda Item No. 11B

Department: City Council

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Geoffrey R. Calderon, Interim City Manager

Staff Recommendation: None



AGENDA ITEM

Discuss the proposed partnership between the City of Alpine and Alpine Independent School District for collaborative use and maintenance of the Manuel Payne Field located at Kokernot Park. (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

Alexandra Tackett, Deputy City Secretary

Geoffrey R. Calderon, City Secretary

Approved - 8/15/2025

Final Approval - 8/19/2025

CITY COUNCIL AGENDA ITEM REPORT

September 2, 2025

Agenda Item No. 11C

Department: Office of the City Manager

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Geoffrey R. Calderon, Interim City Manager

Staff Recommendation: None



AGENDA ITEM

Discuss a proposed resolution adopting a power pedestal rental policy and agreement; Establishing rental fees; Providing for fee waivers for city-sponsored events; Requiring release of liability; Providing for damages recovery; Providing for reduced nonprofit rates; Authorizing the City Manager to administer and implement the policy; And providing an effective date. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

The City of Alpine owns five portable electric power pedestals—two small units with twelve (12) outlets each and three large units with thirty-two (32) outlets each—used to provide electricity during public events. Historically, these pedestals have been loaned, often at no cost, to non-profit organizations for large events. This practice, while supportive of community activities, has created **inconsistencies in administration, unclear expectations, and no structured mechanism for recovering maintenance and replacement costs.**

The proposed **Power Pedestal Rental Policy** establishes clear, consistent rules for renting this City-owned equipment, sets standard and reduced rental fees, and introduces a formal agreement process to protect City property and limit liability.

Key Policy Provisions:

1. Fee Structure:

- Standard rental fee: **\$50 per event** (any pedestal size).
- Reduced non-profit rate: **\$25 per event** (with proof of status).
- Refundable deposit: **\$50** to secure reservation and cover incidental damage.

2. Waivers for City-Sponsored Events:

- Eligible events must receive Hotel Occupancy Tax (HOT) funds or other City contributions **and** use the City Seal in promotional materials.
- The City Manager may waive or reduce fees for qualifying events.

3. Liability & Damage Recovery:

- Applicants must sign a **release of liability**, including for claims resulting from City negligence (as permitted under Texas law).
- Applicants are responsible for the **actual cost** of repairing or replacing damaged equipment.

4. Administrative Authority:

- The City Manager may approve fee waivers, make minor administrative adjustments, and ensure compliance with applicable laws.

5. Rental Agreement:

- A standardized agreement (Exhibit B) ensures consistent terms, proof of applicant acknowledgment, and enforceable provisions.

Rationale for Policy Adoption:

- **Cost Recovery:** The pedestals require ongoing maintenance, and without a rental fee, costs are borne entirely by taxpayers.
- **Equity & Consistency:** The policy removes ambiguity in how requests are evaluated, ensuring fair treatment for all organizations.
- **City-Sponsored Definition:** The clear criteria for sponsorship prevent subjective determinations and promote transparency.
- **Risk Management:** A signed liability release and defined damage responsibility protect the City's financial and legal interests.
- **Operational Efficiency:** Standardized forms and procedures reduce staff time spent on individual case-by-case determinations.

SUPPORTING MATERIALS

1. 2025-09-XX Power Pedestals Resolution
2. Power Pedestals 1
3. Power Pedestals 2

BUDGET CONSIDERATIONS

Expenditure Required: N/A
Savings Anticipation: N/A

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

APPROVERS

Alexandra Tackett, Deputy City Secretary
Geoffrey R. Calderon, City Secretary

Approved - 8/15/2025
Final Approval - 8/19/2025

RESOLUTION 2025-09-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, ADOPTING A POWER PEDESTAL RENTAL POLICY AND AGREEMENT; ESTABLISHING RENTAL FEES; PROVIDING FOR FEE WAIVERS FOR CITY-SPONSORED EVENTS; REQUIRING RELEASE OF LIABILITY; PROVIDING FOR DAMAGES RECOVERY; PROVIDING FOR REDUCED NONPROFIT RATES; AUTHORIZING THE CITY MANAGER TO ADMINISTER AND IMPLEMENT THE POLICY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Alpine owns and maintains five portable electric power pedestals (two small units with twelve (12) outlets each and three large units with thirty-two (32) outlets each) for use during public events; and

WHEREAS, in the past, the City has allowed non-profit organizations to use the pedestals for large events without a standardized rental policy, creating inconsistencies in administration and cost recovery; and

WHEREAS, the City Council desires to implement a uniform policy establishing rental fees to ensure cost recovery for maintenance, repair, and replacement of the pedestals, while continuing to make the equipment available to support community events; and

WHEREAS, the City Council finds it is in the best interest of the City to set a minimum rental fee of Fifty Dollars (\$50.00) per event, with a reduced rate for qualified non-profit organizations (\$25), and to allow the City Manager to waive or reduce fees for City-sponsored events; and

WHEREAS, for the purposes of this policy, a “City-sponsored event” shall mean an event receiving Hotel Occupancy Tax (HOT) funds or other City contributions and displaying the City Seal in promotional materials; and

WHEREAS, the City Council finds it is necessary and prudent to require all rental applicants to sign a release of liability and agree to be responsible for the actual cost of repairing or replacing any damages to the pedestals; and

WHEREAS, the City Council desires to adopt a standard rental agreement to be executed by all applicants to ensure uniformity, legal compliance, and protection of City property.

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

SECTION 1. Adoption of Policy: The City Council hereby adopts the City of Alpine Power Pedestal Rental Policy, attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION 2. Adoption of Standard Rental Agreement: The City Council hereby adopts the City of Alpine Power Pedestal Rental Agreement, attached hereto as Exhibit B and incorporated herein for all purposes, to be used for all future pedestal rentals.

SECTION 3. Rental Fees: The minimum rental fee shall be Fifty Dollars (\$50.00) per event. Qualified non-profit organizations shall be eligible for a reduced rate of Twenty-Five Dollars (\$25.00) per event upon providing proof of non-profit status.

SECTION 4. Fee Waivers for City-Sponsored Events: The City Manager shall have the authority to waive or reduce the rental fee for City-sponsored events, as defined in the policy, in writing.

SECTION 5. Liability and Damages: All applicants must sign a release of liability and shall be responsible for the actual cost of repairing or replacing any damages to City-owned pedestals.

SECTION 6. Administration: The City Manager is authorized to administer and implement the Power Pedestal Rental Policy and Agreement, make administrative changes as needed to ensure compliance with applicable laws, and update procedures as necessary.

SECTION 7. Effective Date: This Resolution shall take effect immediately upon its passage and approval.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS ON THIS THE 16th DAY OF SEPTEMBER 2025.

Catherine Eaves, Mayor

ATTEST:

Geoffrey R. Calderon, City Secretary

Exhibit A – City of Alpine Power Pedestal Rental Policy

1. Purpose & Scope

Defines rental terms for the City's two small pedestals (12 outlets) and three large pedestals (32 outlets) for events, supporting organized, safe, and equitable access.

2. Fee Structure

- Standard Rental Fee: Minimum \$50 per event (regardless of pedestal size).
- Nonprofit Discount: 50% reduced rate (i.e., minimum \$25), available upon proof of nonprofit status.
- Deposit: \$50
- City Manager Discretion: May further waive or adjust fees based on specific circumstances.

3. Waiver of Fee

Waiver permitted for City-sponsored events, defined as:

- Events funded wholly or in part with Hotel Occupancy Tax (HOT) or other City funds.
- Those featuring the City Seal in their promotional materials.

Applicable waivers must be pre-approved by the City Manager.

4. Insurance, Indemnity & Liability

- Liability Release: Applicants must sign a clear and conspicuous release of liability, expressly including negligence.
- Damages: Applicant is responsible for all actual costs of repair or replacement due to damage beyond normal wear.
- Insurance: City may request a Certificate of General Liability Insurance naming the City as additional insured, especially for large events.
- Indemnification Clause: The applicant must indemnify and hold harmless the City for claims arising from rental use.

5. Application & Approval

Applicant must submit a signed application form, including the release and damage responsibility acknowledgment. The City Manager holds authority to approve fee waivers or exceptions.

6. Cancellation & Refund

- Cancellations ≥ 30 days before event: Full refund (deposit minus administrative costs).
- Cancellations < 30 days: No refund—standard practice to avoid scheduling disruptions.

7. Miscellaneous Provisions

- Compliance: Applicant must adhere to all local health, safety, and electrical regulations.
- Duration: Rental fee covers standard event timeframe; overtime charges may apply if extended.
- Non-Waivable Provisions: Rights and safeguards guaranteed by law cannot be waived by applicant.

Exhibit B – City of Alpine Power Pedestal Rental Agreement

1. Parties

This Agreement (“Agreement”) is between the City of Alpine (“City”) and _____ (“Applicant”), for rental of electrical pedestals at _____ (location), on _____ (dates).

2. Rental Fee

- Standard fee: \$50 minimum
- Nonprofit discounted fee (proof required): \$25 minimum

3. Fee Waiver

Fee may be waived if:

- Event is City-sponsored, using Hotel Occupancy Tax grant funding or other City funding, and includes the City Seal in promotional materials, with approval by the City Manager.

4. Damage & Liability

- Applicant assumes full responsibility for damage or loss beyond ordinary wear and tear.
- Applicant indemnifies, holds harmless, and releases the City from all claims, including those arising from City negligence.

5. Insurance Requirements (if requested)

Applicant shall provide, if requested by City, a General Liability Insurance Certificate:

- Minimum coverage: \$1,000,000 per occurrence (property damage and bodily injury)
- City of Alpine named as additional insured, with waiver of subrogation.

6. Waiver of Liability (by Applicant)

Applicant knowingly and expressly waives any claim against the City for injury or damage, including due to City’s own negligence.

7. Cancellation Policy

- Cancellation ≥ 30 days before event: full refund (minus admin fee).
- Cancellation < 30 days: no refund of fee or deposit.

8. Waiver Authority

City Manager has sole discretion to grant fee waivers or other exceptions.

9. Compliance

Applicant must comply with all City, state, and federal laws relevant to electrical use and public safety.

10. Miscellaneous

This Agreement does not waive any statutory rights granted by Texas law. Any amendment must be in writing and signed by both parties.

Applicant Signature & Date

City of Alpine Representative & Date



CITY OF ALPINE
Alpine, TX 79829
492-337-3301

CITY OF ALPINE
1882 COUNTY

Vertical strip of outlets: 1 standard outlet, 4 GFI outlets, 1 standard outlet.

CITY OF ALPINE
492-337-3301

Vertical strip of outlets: 1 standard outlet, 4 GFI outlets, 1 standard outlet.

CITY OF ALPINE
492-337-3301

Vertical strip of outlets: 1 standard outlet, 4 GFI outlets, 1 standard outlet.

Vertical strip of outlets: 3 standard outlets, 3 GFI outlets, 1 standard outlet.



CITY COUNCIL AGENDA ITEM REPORT

September 2, 2025

Agenda Item No. 11D

Department: Office of the City Manager

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Geoffrey R. Calderon, Interim City Manager

Staff Recommendation: None



AGENDA ITEM

Discuss the Skyway Gardens II Development including concerns with the water pressure and the feasibility study conducted by Jacob | Martin. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

The City contracted with Jacob & Martin, LLC to conduct a feasibility study to assess water service capacity for the Skyway Gardens II Development, located within the Lower Hill Pressure Plane. The analysis determined that the existing Lower Hill Elevated Storage Tank (EST), with a base elevation of 4,560 feet, cannot meet the Texas Commission on Environmental Quality (TCEQ) minimum pressure requirements for the development site, which sits at approximately 4,550 feet. Hydraulic modeling revealed service pressures of only ~22 psi under peak day demand—significantly below the minimum allowable service elevation of 4,480 feet for this pressure plane—rendering the current configuration inadequate for new development in this area.

The City Council was advised of these water pressure concerns prior to annexing the subject property. Despite these warnings, the Council at that time chose to proceed with annexation and to commission the feasibility study. With the development now moving forward, it is necessary to determine next steps to address and resolve the water service limitations.

Recommended Alternatives

1. Modify the Sul Ross Pressure Plane

- Shift approximately 460 existing customers from the southeast portion of the Lower Hill Pressure Plane, including the Skyway Gardens II area, to the Sul Ross EST system (base elevation 4,636 feet).
- This configuration provides adequate storage and pumping capacity for current demand and future growth.
- **Key Actions:** Reconfigure piping and valves to adjust service boundaries; no new pumping facilities required.

- **Cost Estimate:** To be determined following detailed engineering design and field verification.

2. Modify the Upper Hill Pressure Plane

- Transfer the same ~460 customers to the Upper Hill EST (base elevation 4,703 feet) served by the Sunny Glen Pump Station.
- Provides ample elevation to exceed required pressures and capacity for additional customers.
- **Key Actions:** Install a pressure reducing valve (PRV) on the southeast distribution side to avoid over-pressurization of aging infrastructure; adjust piping/valve configurations.
- **Cost Estimate:** To be determined following field verification and detailed design.

Additional Considerations

- The October 2024 Water Workshop highlighted broader operational issues in the Lower Hill Pressure Plane, reinforcing the need for plane realignment to improve service reliability in the area.
- Both alternatives will require field verification of existing elevations, piping layouts, and valve locations before finalizing construction plans and cost estimates.
- Selection between alternatives should consider operational flexibility, redundancy, and long-term infrastructure planning.

Next Steps

1. Authorize detailed engineering design to evaluate both alternatives, verify elevations, and confirm required system modifications.
2. Develop opinion of probable construction costs for each option to aid in Council decision-making.
3. Coordinate project timeline with development schedules to ensure adequate water service availability before occupancy.

SUPPORTING MATERIALS

1. (20230829) City of Alpine Water System Feasibility Study TM
2. Presentation-Alpine Water Workshop-2024-10-15

BUDGET CONSIDERATIONS

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

APPROVERS

Alexandra Tackett, Deputy City Secretary
Geoffrey R. Calderon, City Secretary

Approved - 8/15/2025
Final Approval - 8/19/2025

TECHNICAL MEMORANDUM

TO: Megan Antrim, City Manager, City of Alpine
Eddie Moliner, Director of Public Works, City of Alpine
FROM: Emma Meek, E.I.T. - Jacob and Martin, LLC
Kirt Harle, P.E. - Jacob and Martin, LLC
SUBJECT: City of Alpine Water System Feasibility Study
DATE: August 29, 2023

I. BACKGROUND

The City of Alpine (“City”) contracted with Jacob & Martin (“JM”) to perform a feasibility study for the City’s water system to identify any existing pressure concerns that would impact the proposed Sky Way Gardens Development. The City’s existing water system is composed of four (4) pressure planes. An overview of the existing system and approximate pressure plane delineation is included as Attachment A.

The Sky Way Gardens Development is located off of Lechuguilla Lane in the Lower Hill Pressure Plane. Musquiz Booster Pump Station (PS) fills the Lower Hill Elevated Storage Tank (EST), which is intended to serve the Sky Way Gardens Development and surrounding area. JM evaluated the feasibility of the existing system to serve the proposed addition and possible alternatives to meet the City’s needs.

II. HYDRAULIC ANALYSIS

A. Modeling Assumptions

A hydraulic model for the City was constructed to evaluate the water system and determine the feasibility of serving the Sky Way Gardens Development. The following assumptions for water demands and model settings were used in the hydraulic model to complete the feasibility study:

- Tanks were set to full for the peak day demand scenario and half full for the peak hour demand scenario to simulate worst case system hydraulic conditions for peak demands.
- Pump off/on statuses were set to reflect typical City of Alpine pump set points for maximum day and peak hour demand scenarios.



- The fill valve located at the East Booster PS ground storage tank (GST) was set to open only in the peak day scenario to simulate the tank filling.
- The proposed Sky Way Gardens Development was analyzed in both peak hour and peak day demand scenarios. To reflect the maximum demand defined by the Texas Commission of Environmental Quality (TCEQ), the peak day demand was set at a 0.6 gpm usage per connection and the peak hour demand was set at a 1.5 gpm usage per connection. To model the additional 49 apartment units in the development, the demand was set to 30 gpm ($49 \times 0.6 \text{ gpm}$) for the peak day scenario and 73.5 gpm ($49 \times 1.5 \text{ gpm}$) for the peak hour scenario.
- All elevation data used was gathered from United States Elevation Data (NED) or provided by the City. For greater accuracy, JM would need to verify the base elevation of each tank.

B. Modeling Results

The model was set to represent four (4) system scenarios; existing peak hour, existing peak day, proposed peak hour, and proposed peak day to analyze the 49 additional units at the Sky Way Gardens Development.

The proposed development is at an elevation of approximately 4,550'. The Lower Hill EST has a base elevation of 4,560' and only provides a pressure of approximately 22 psi at the Sky Way Gardens site in the peak day scenario. TCEQ defines elevated storage as "that portion of water which can be stored at least 80 feet above the highest service connection in the pressure plane served by the storage tank." Therefore, the maximum allowable service elevation for the Lower Hill Pressure Plane is 4,480'. A large portion of this pressure plane is above the maximum allowable service elevation as shown in red in Attachment B. Based on the elevation data available, no new developments in this area, regardless of size, can be adequately served by the Lower Hill EST. Two alternatives should be considered by the City to provide adequate water service for the Sky Way Gardens Development.

Alternative 1 – Modify Sul Ross Pressure Plane

The Lower Hill Pressure Plane currently provides water for the eastern portion of the City which includes the Sky Way Gardens Development. As previously mentioned, due to the elevation of the Sky Way Gardens site in relation to the Lower Hill EST, minimum pressure requirements cannot be met. The minimum



base tank elevation required to serve the Sky Way Gardens Development is 4,630'. Alternative 1 includes modification of the Sul Ross Pressure Plane to include the Sky Way Gardens Development. This alternative would allow for service from the the Sul Ross EST which has a base elevation of approximately 4,636'. JM recommends shifting approximately 460 customers from the southeast portion of the Lower Hill Pressure Plane to be served by the Sul Ross ESTs, bringing the total number of customers in the Sul Ross Pressure Plane to 536. These customers are identified in Attachment B. The East Booster PS and the Sul Ross ESTs provide sufficient storage and pump capacity to support these additional customers and growth in the future.

Alternative 2 – Modify Upper Hill Pressure Plane

Similar to Alternative 1, Alternative 2 includes modification of the Upper Hill Pressure Plane to include the 460 customers in and around the Sky Way Gardens Development. The Upper Hill EST has a base elevation of 4,703' which is well above the required elevation of 4,630' for the Sky Way Gardens site.

The Sunny Glen PS fills the Upper Hill EST. The combined number of services in these two pressure planes is approximately 918 customers primarily located in the western portion of the City. By adding 460 customers to the Upper Hill Pressure Plane, a total of 1,378 customers would be served by the Sunny Glen PS and the Upper Hill EST. The Sunny Glen PS and the Upper Hill EST provide enough elevated storage and pump capacity for 460 additional customers to be included within the Upper Hill Pressure Plane.

Additionally, it is recommended that the City install a pressure reducing valve (PRV) on the distribution side of the Upper Hill EST. In comparison to the Lower Hill EST, the Upper Hill EST will provide a significant increase in water pressure for the Sky Way Gardens site. The PRV will allow the City to govern the distribution pressure to the southeast portion of the City, minimizing the possibility of damaging aged infrastructure with abrupt pressure increases.



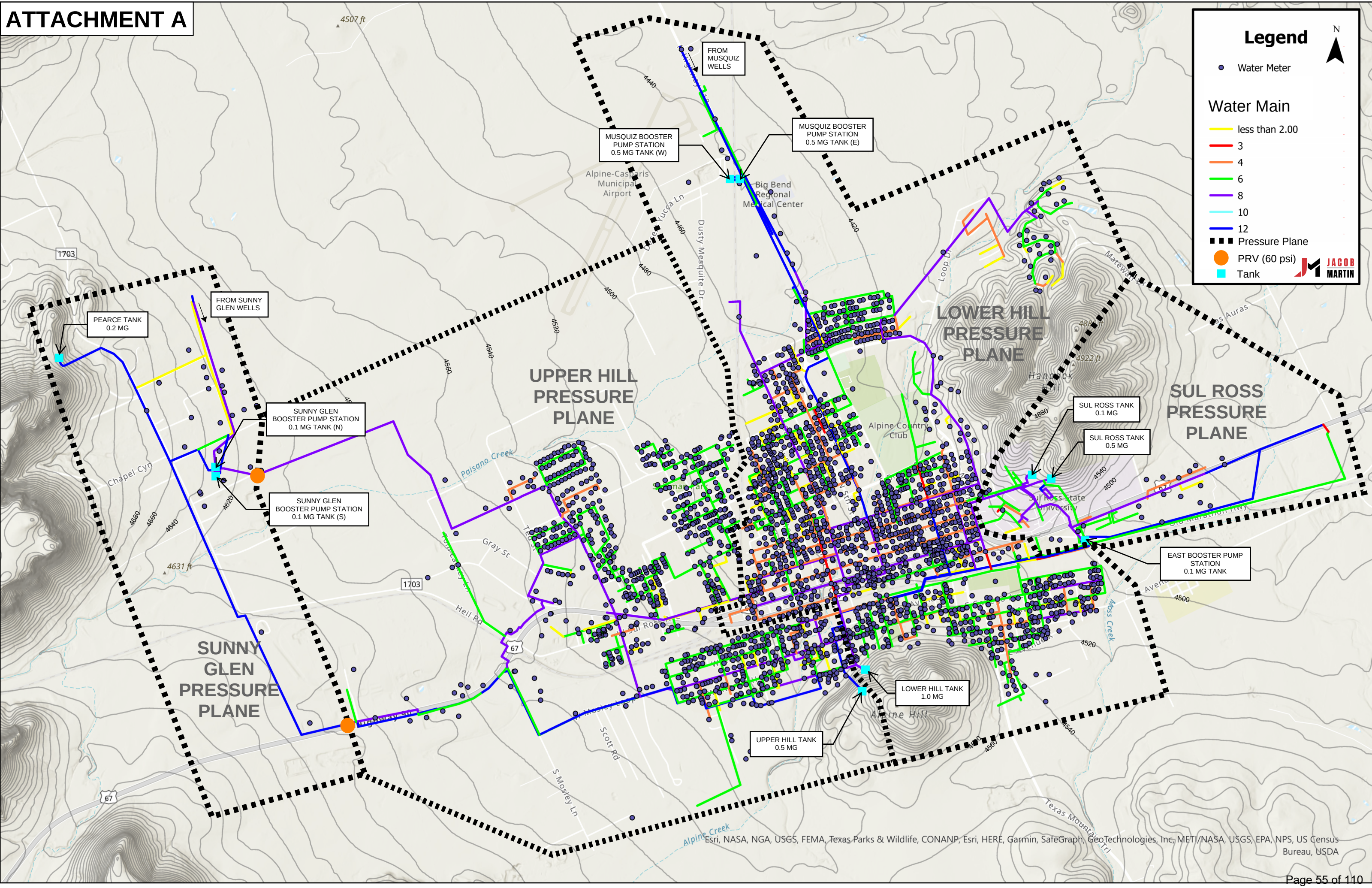
III. CONCLUSIONS AND RECOMMENDATIONS

Based on the results of this evaluation and the hydraulic modeling performed, it is not feasible for the City to serve the Sky Way Gardens Development with the current configuration of the City's water system. JM has provided two alternatives within this report that include modifications to the City's water system that would make it feasible to serve the development. Further evaluation of the City's piping network and valve configurations would be required to develop a scope of water system improvements and opinion of cost for the two alternatives.



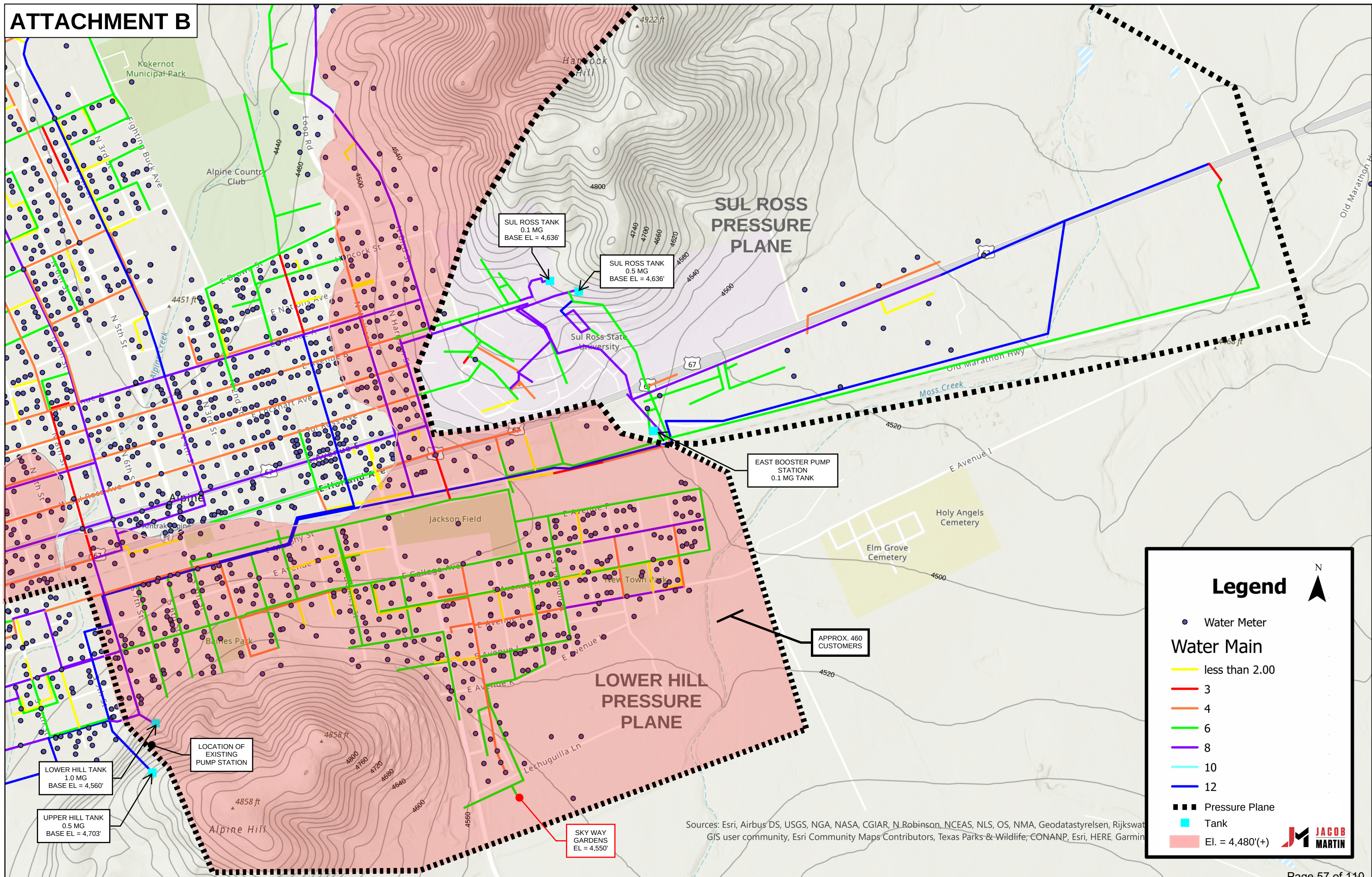
ATTACHMENT A

ATTACHMENT A



ATTACHMENT B

ATTACHMENT B



City of Alpine Water Workshop October 15, 2024

Andy Vecellio, PE
Jacob & Martin



City of Alpine Water Workshop (October 15, 2024)

Discussion Topics

- Water System Overview
- Lead and Copper Rule Revision and Inventory Update
- Sky Way Gardens
- Critical Issues
 - Water Supply/Sources
 - Upper Hill / Lower Hill Pump Station
 - Pearce Tank Operations

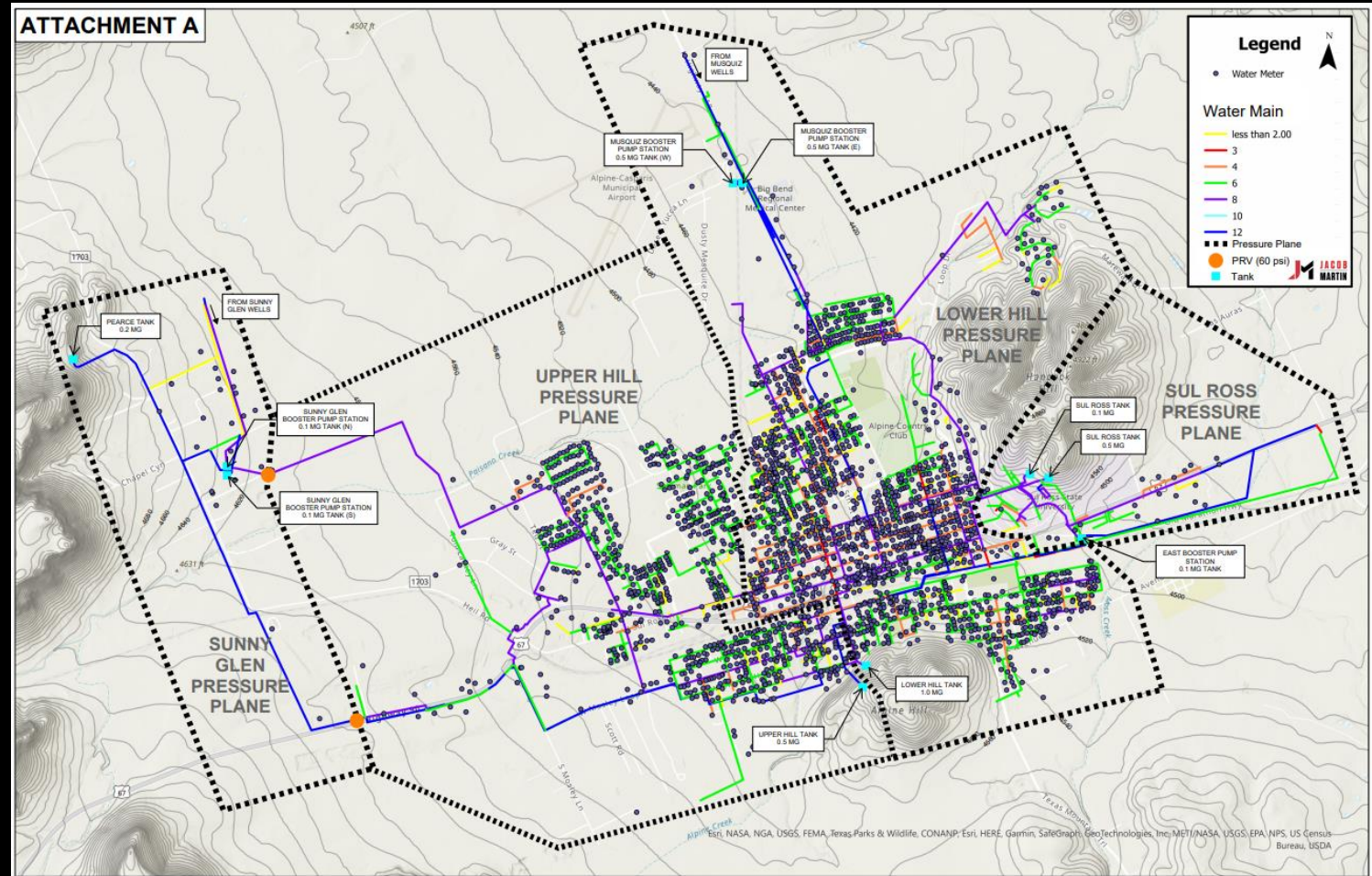


City of Alpine Water Workshop (October 15, 2024)

Water System Overview

Pressure Planes:

- Sunny Glen
- Upper Hill
- Lower Hill
- Sul Ross



City of Alpine Water Workshop (October 15, 2024)

Lead and Copper Rule Inventory

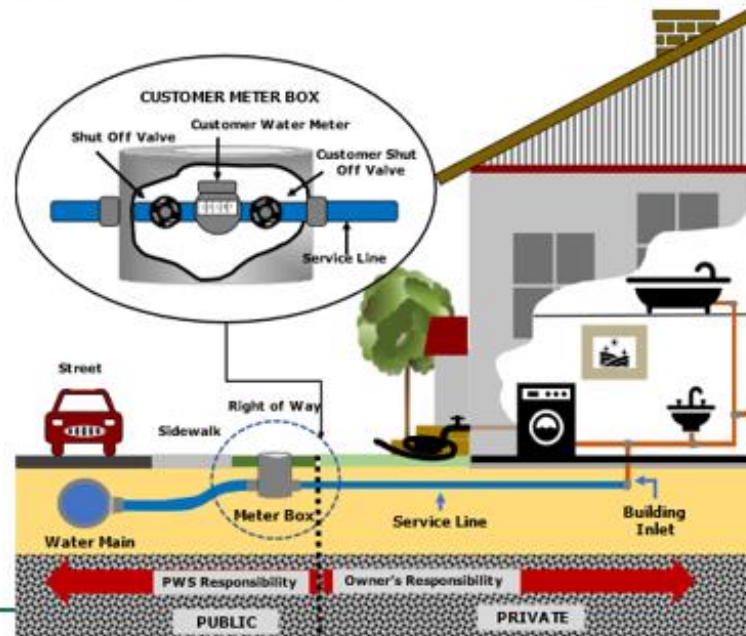
- October 16, 2024, Deadline for Lead Service Line Inventory
 - Submit TCEQ Form 20943
- Next Steps:
 - Public Communications (Lead Service Lines, Galvanized Requiring Replacement, Unknowns)
 - School and Child Care Facilities
 - Complete Full Lead Service Line Inventory and Lead Service Line Replacement Plan by October 16, 2027



City of Alpine Water Workshop (October 15, 2024)

Lead and Copper Rule Inventory

Exhibit 1. Example of Service Line Ownership Distinction between the Water System and Customer



Source: TCEQ



City of Alpine Water Workshop (October 15, 2024)

Lead and Copper Rule Inventory – TCEQ Form 20943

<u>System-Owned Service Line</u>	<u>Customer-Owned Service Line</u>	<u>Entire Service Line¹</u>
Lead	Any ²	Lead
Any ²	Lead	Lead
Galvanized	Galvanized	GRR ³
Galvanized	Non-Lead	Non-Lead
Galvanized	Unknown	Unknown
Non-Lead	Galvanized	GRR ³
Unknown	Galvanized	GRR ³
Unknown	Non-Lead	Unknown
Non-Lead	Unknown	Unknown
Non-Lead	Non-Lead	Non-Lead

¹Entire Service Line as defined by TCEQ. Public notification is required for Lead, GRR, and Unknown.

²Any - If any portion of the line is lead, the entire service line is defined as Lead by TCEQ Form 20943.

³GRR = Galvanized Requiring Replacement



City of Alpine Water Workshop (October 15, 2024)

Lead and Copper Rule Inventory

- As of September 30, 2024:
- Total of 2,784 Accounts for the City of Alpine Water System
 - 729 (26.2%) Identified/Known for Customer and City Service Line
 - 295 (10.6%) Identified/Known for Customer Service Line Only
 - 238 (8.5%) Identified/Known for the City Service Line Only
 - 1,522 (54.7%) Not Identified for Customer or City



City of Alpine Water Workshop (October 15, 2024)

Lead and Copper Rule Inventory

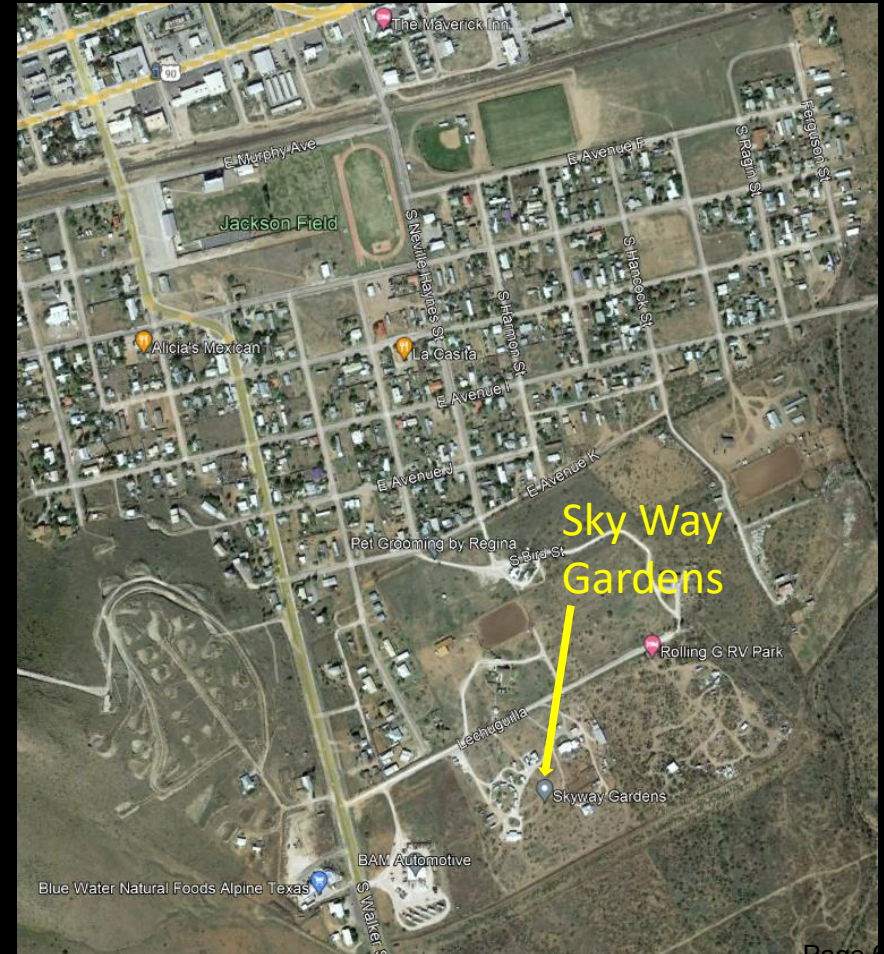
- As of September 30, 2024:
- Total of 2,784 Accounts for the City of Alpine Water System
 - 67 (2.4%) Identified as Lead
 - 228 (8.2%) Identified as Galvanized Requiring Replacement
 - 1,991 (71.5%) Identified as Unknown
 - 498 (17.9%) Identified as Non-Lead



City of Alpine Water Workshop (October 15, 2024)

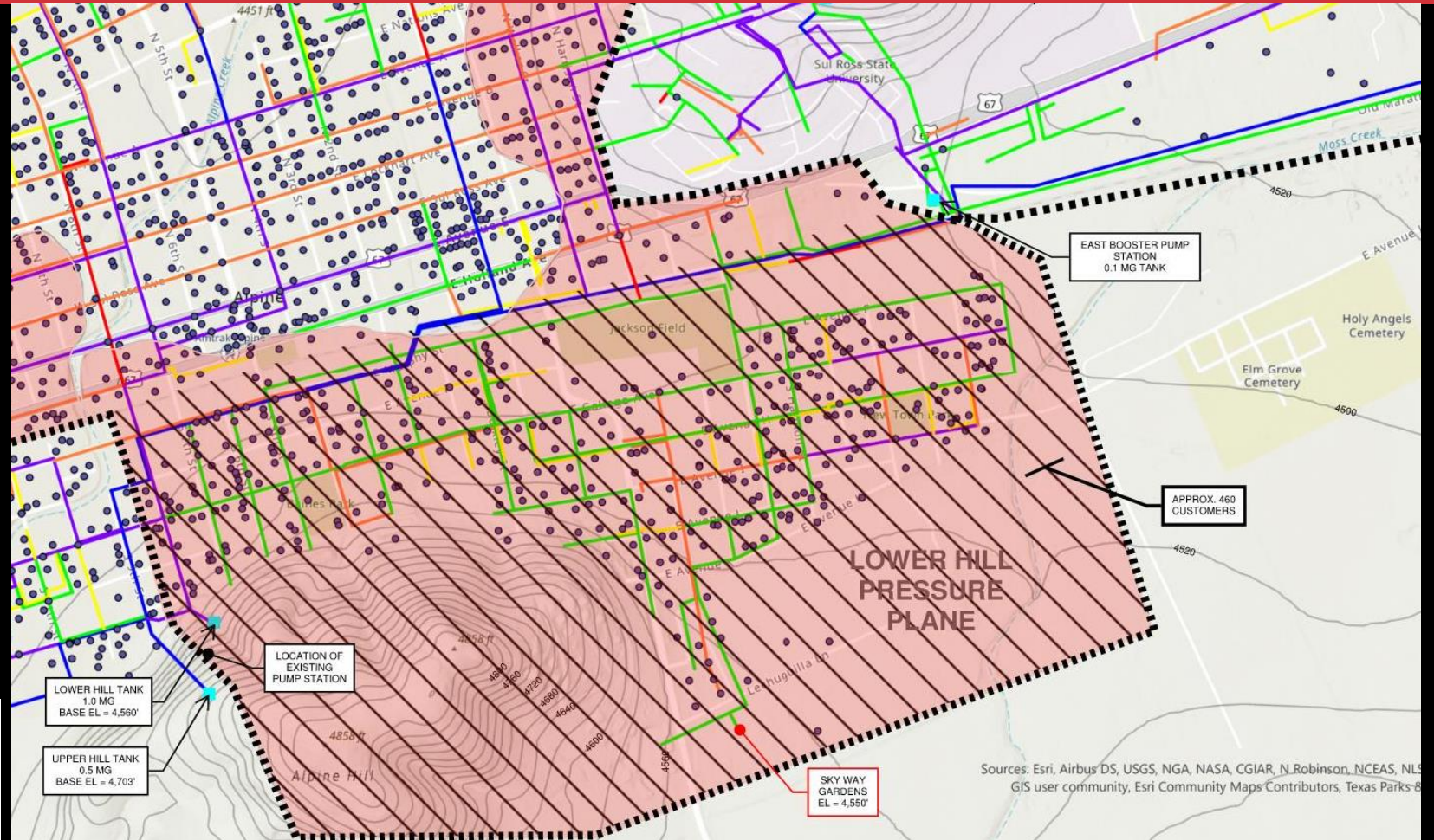
Sky Way Gardens

- Not feasible to serve from Lower Hill Tank due to pressures/elevations.
- Larger area of concern in Lower Hill Pressure Plane (next slide).
- Solution: Realign Lower Hill and Sul Ross Pressure Planes to increase pressures in this area.



City of Alpine Water Workshop (October 15, 2024)

Sky Way Gardens



City of Alpine Water Workshop (October 15, 2024)

Critical Issues – Water Supply/Sources

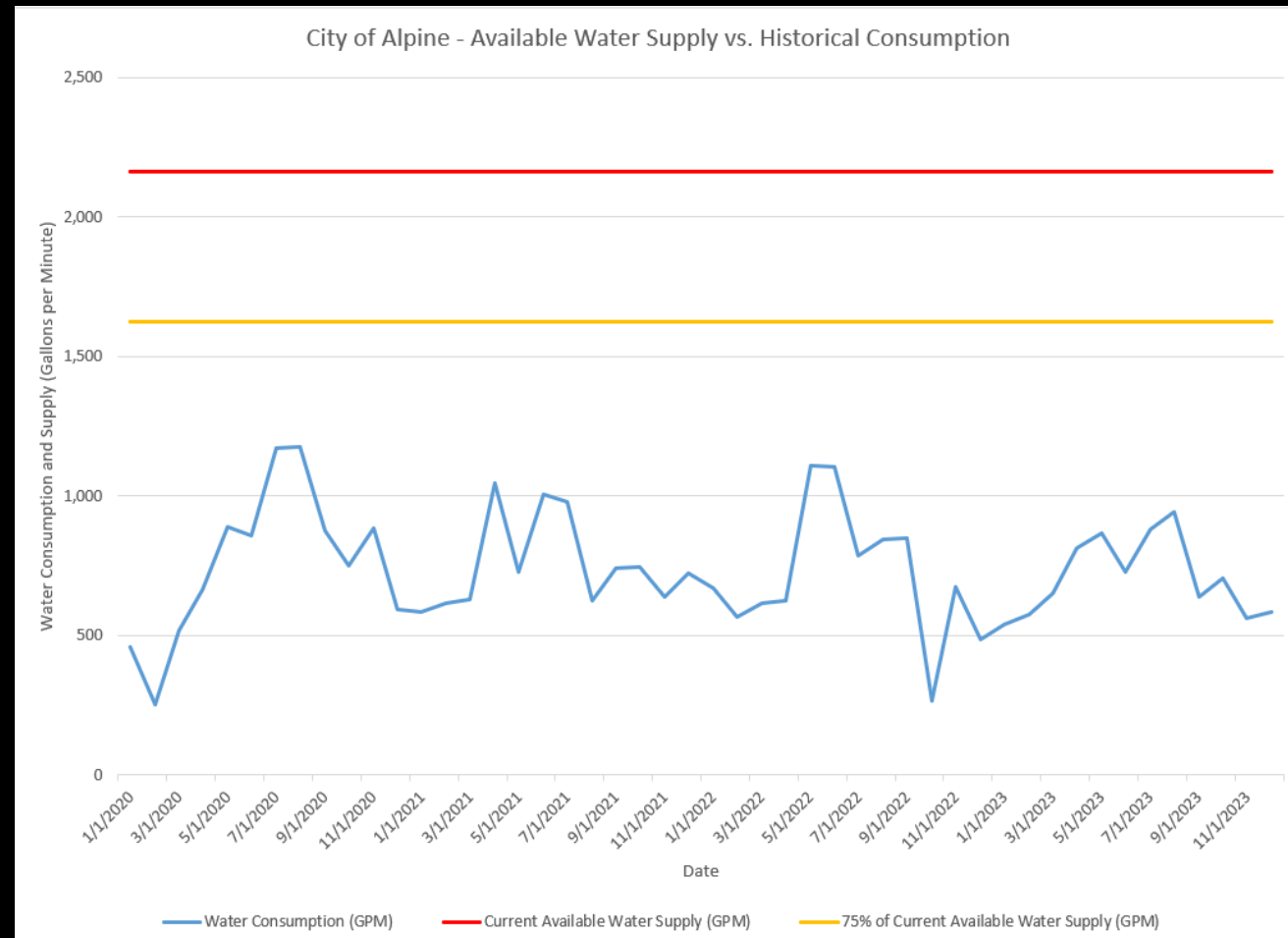
Well	Pressure Plane	Flow Rate (GPM)	2023 Flow (GPM)	% of Capacity
(South) Lower Hill	Lower Hill	220	76.7	34.9%
Musquiz 10	Lower Hill	340	20.6	6.1%
Musquiz 11	Lower Hill	225	60.0	26.7%
Musquiz 6	Lower Hill	190	70.5	37.1%
Musquiz 7	Lower Hill	325	167.4	51.5%
East	Sul Ross	75	27.9	37.2%
(South) Upper Hill	Upper Hill	210	0.0	0.0%
Gardner	Upper Hill	170	149.6	88.0%
Roberts 1	Upper Hill	35	34.4	98.2%
Roberts 3	Upper Hill	300	152.7	50.9%
Roberts 5	Upper Hill	40	10.2	25.6%
Terry 2	Upper Hill	35	26.3	75.1%
	SUL ROSS	75	27.9	37.2%
	UPPER HILL	790	373.2	47.2%
	LOWER HILL	1300	395.2	30.4%

Note: Roberts 3 recently had repairs and improvements to increase capacity. It was previously operating under 150 GPM.



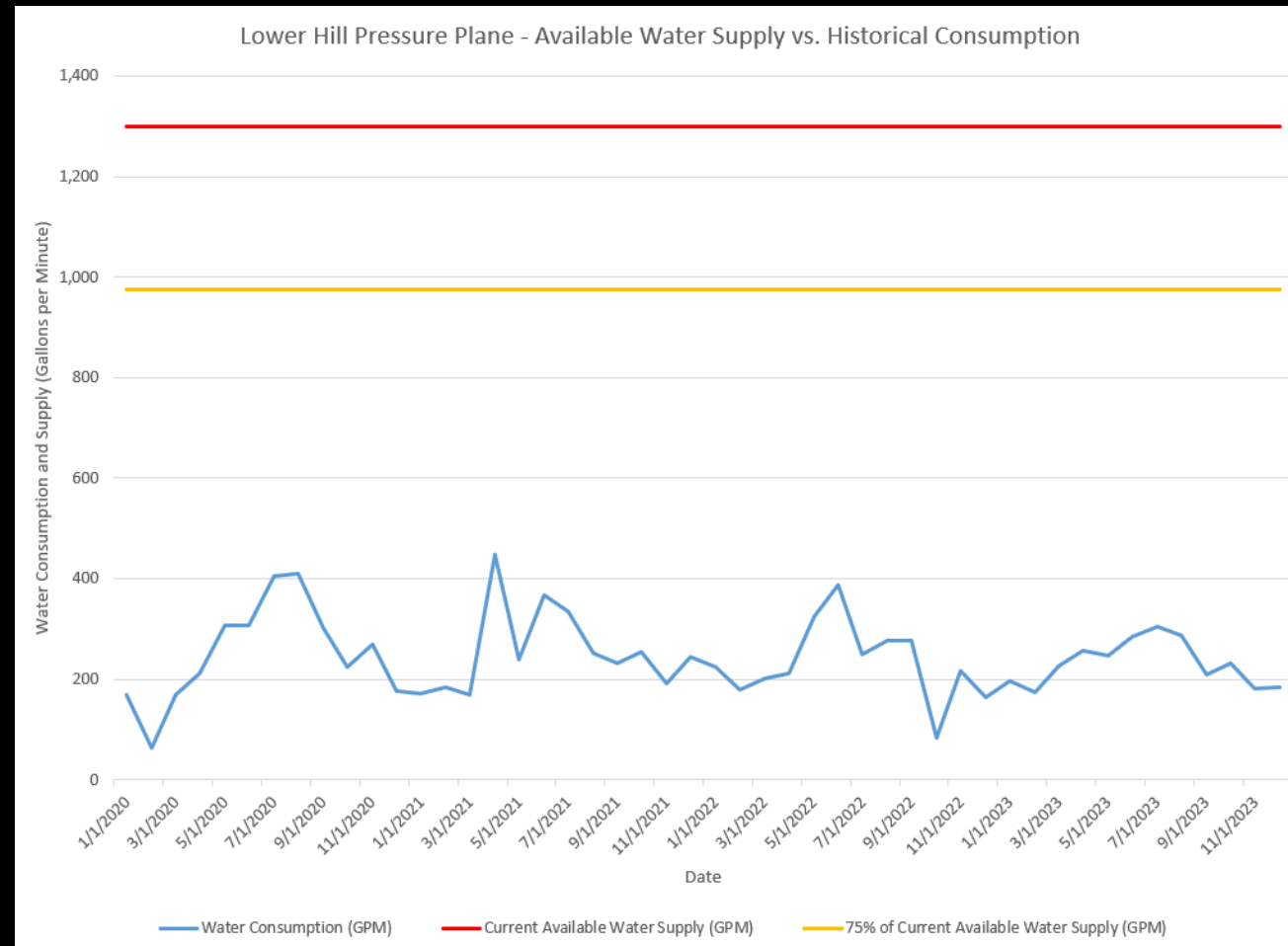
City of Alpine Water Workshop (October 15, 2024)

Critical Issues – Water Supply/Sources



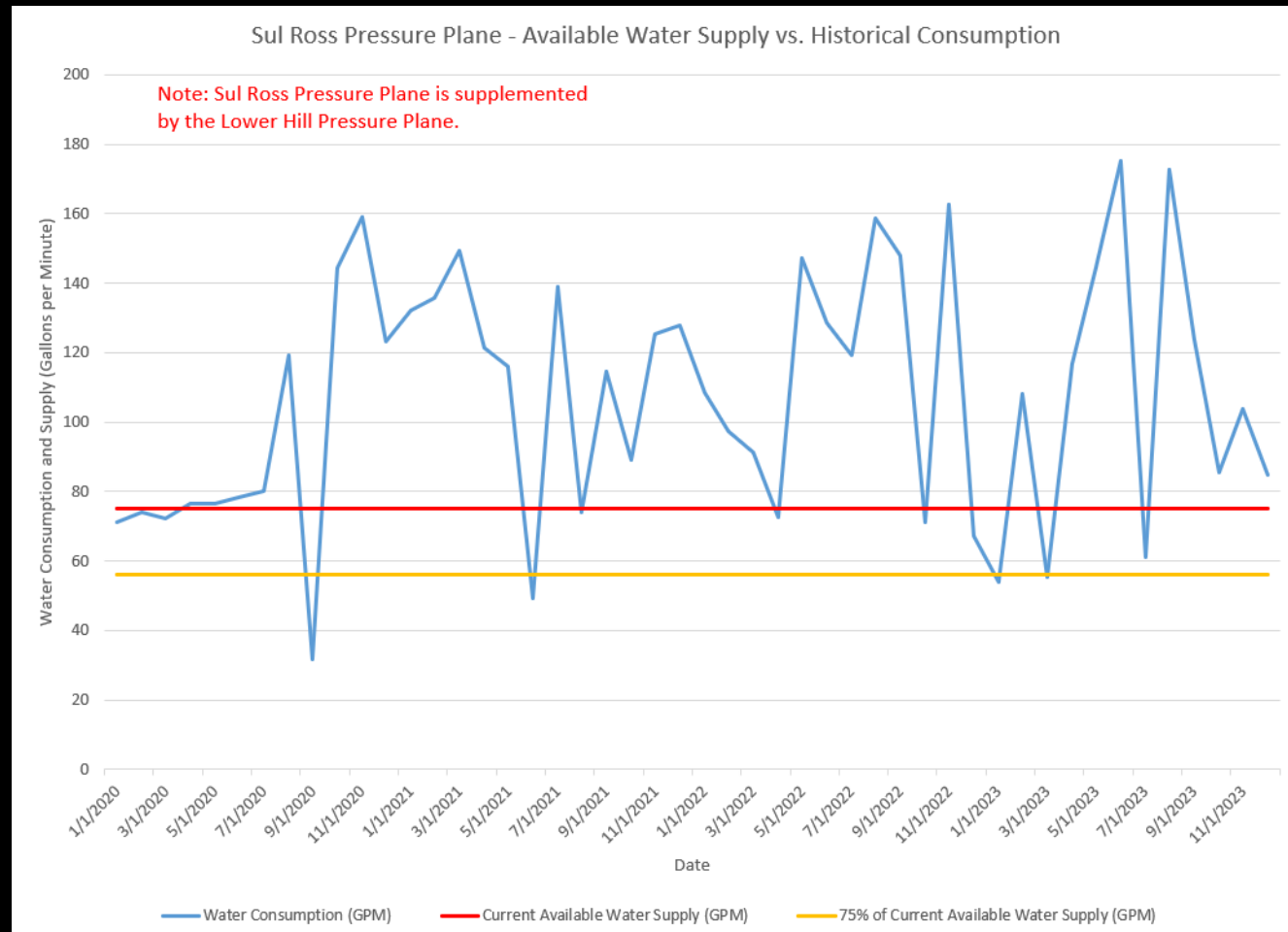
City of Alpine Water Workshop (October 15, 2024)

Critical Issues – Water Supply/Sources



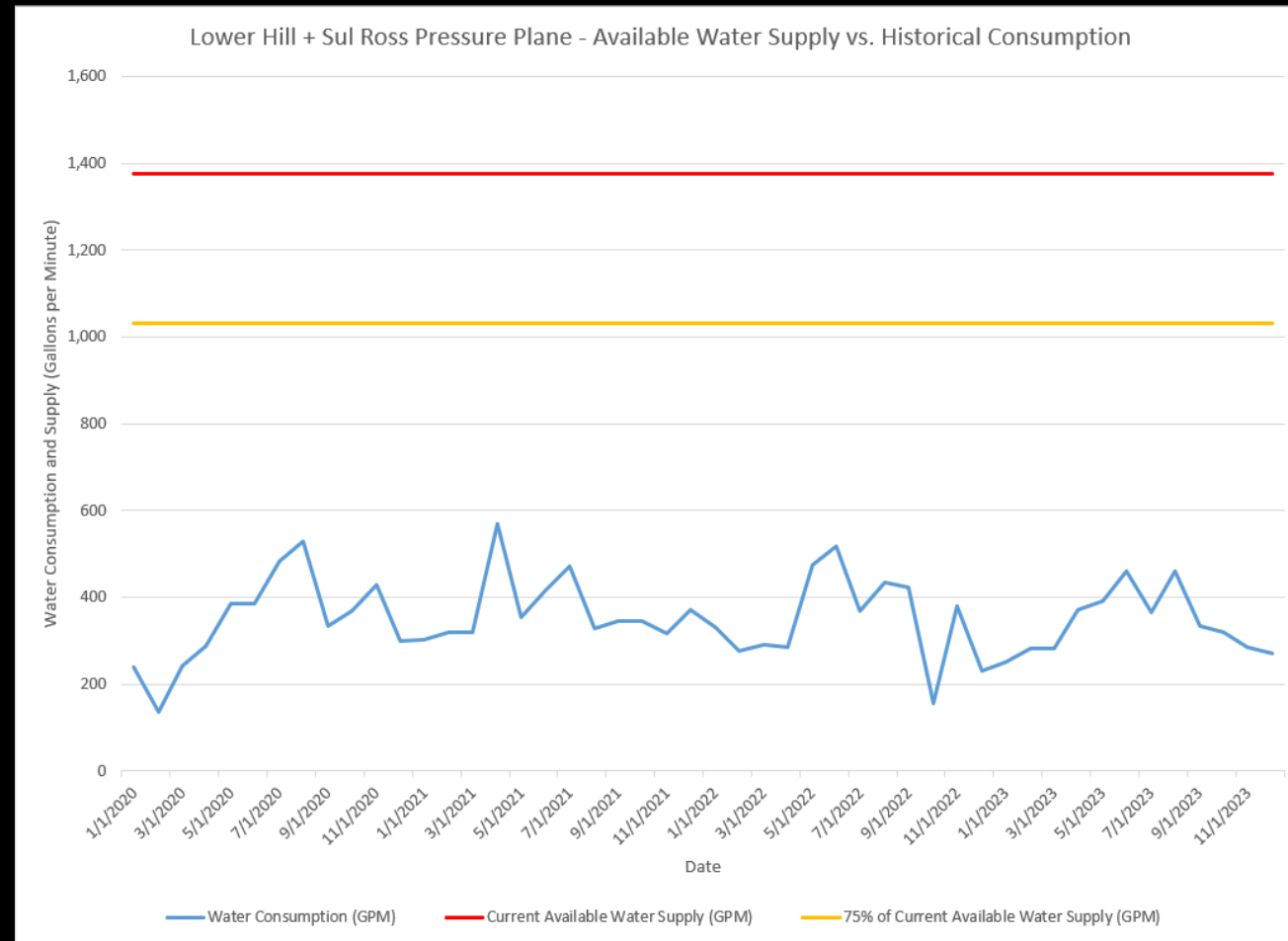
City of Alpine Water Workshop (October 15, 2024)

Critical Issues – Water Supply/Sources



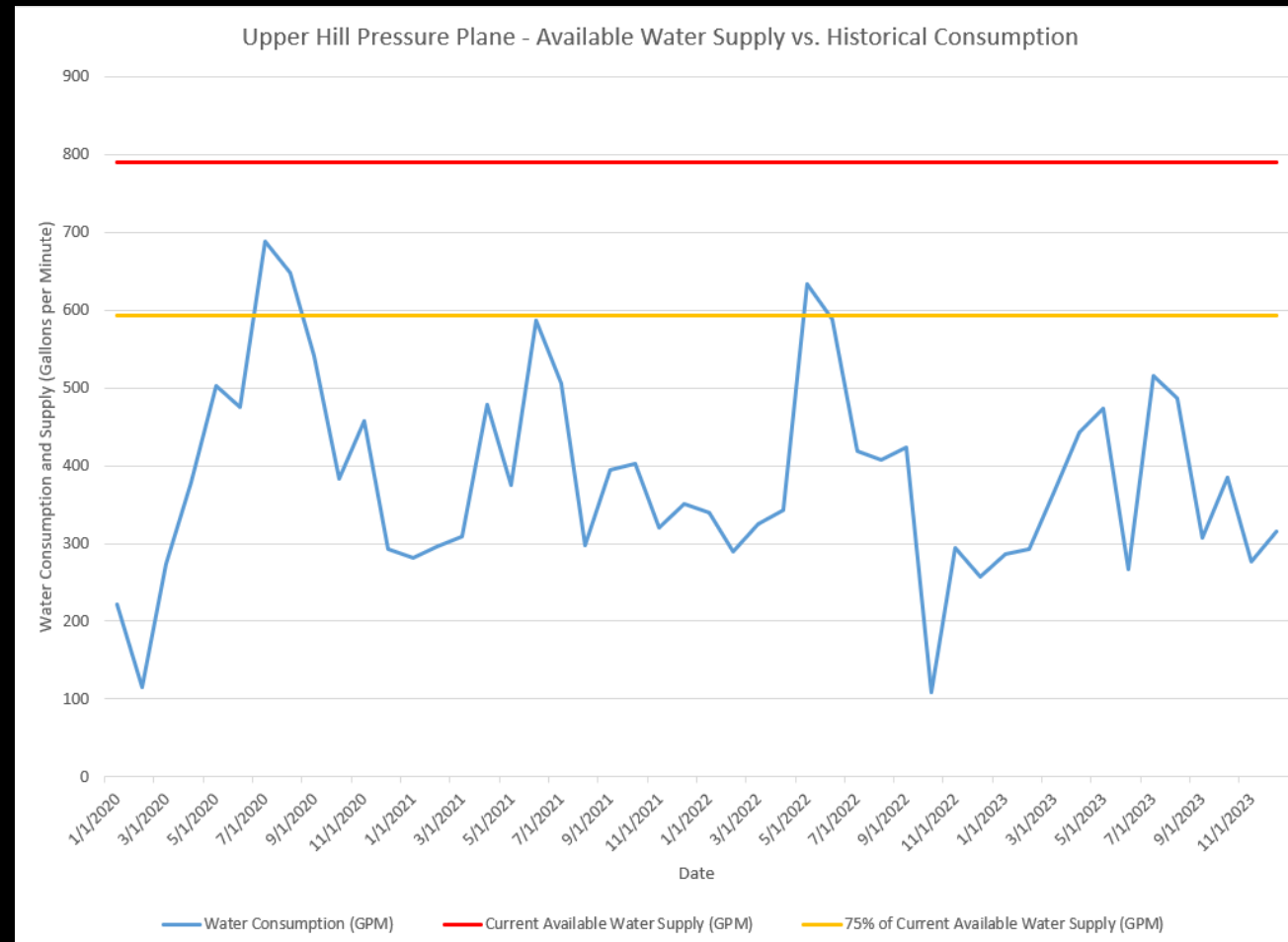
City of Alpine Water Workshop (October 15, 2024)

Critical Issues – Water Supply/Sources



City of Alpine Water Workshop (October 15, 2024)

Critical Issues – Water Supply/Sources



City of Alpine Water Workshop (October 15, 2024)

Critical Issues – Water Supply/Sources

- Solutions:
 - Repair Upper Hill / Lower Hill Pump Station
 - Develop New Well(s) in Sunny Glen Well Field (Upper Hill Pressure Plane)



City of Alpine Water Workshop (October 15, 2024)

Critical Issues – Upper Hill / Lower Hill Pump Station

- Constructed in +/- 2010.
- Intended to allow water to flow/be pumped between Upper Hill and Lower Hill Pressure Planes.
- Has never worked properly.
- Appears to be a design and/or construction issue.



City of Alpine Water Workshop (October 15, 2024)

Critical Issues – Upper Hill / Lower Hill Pump Station

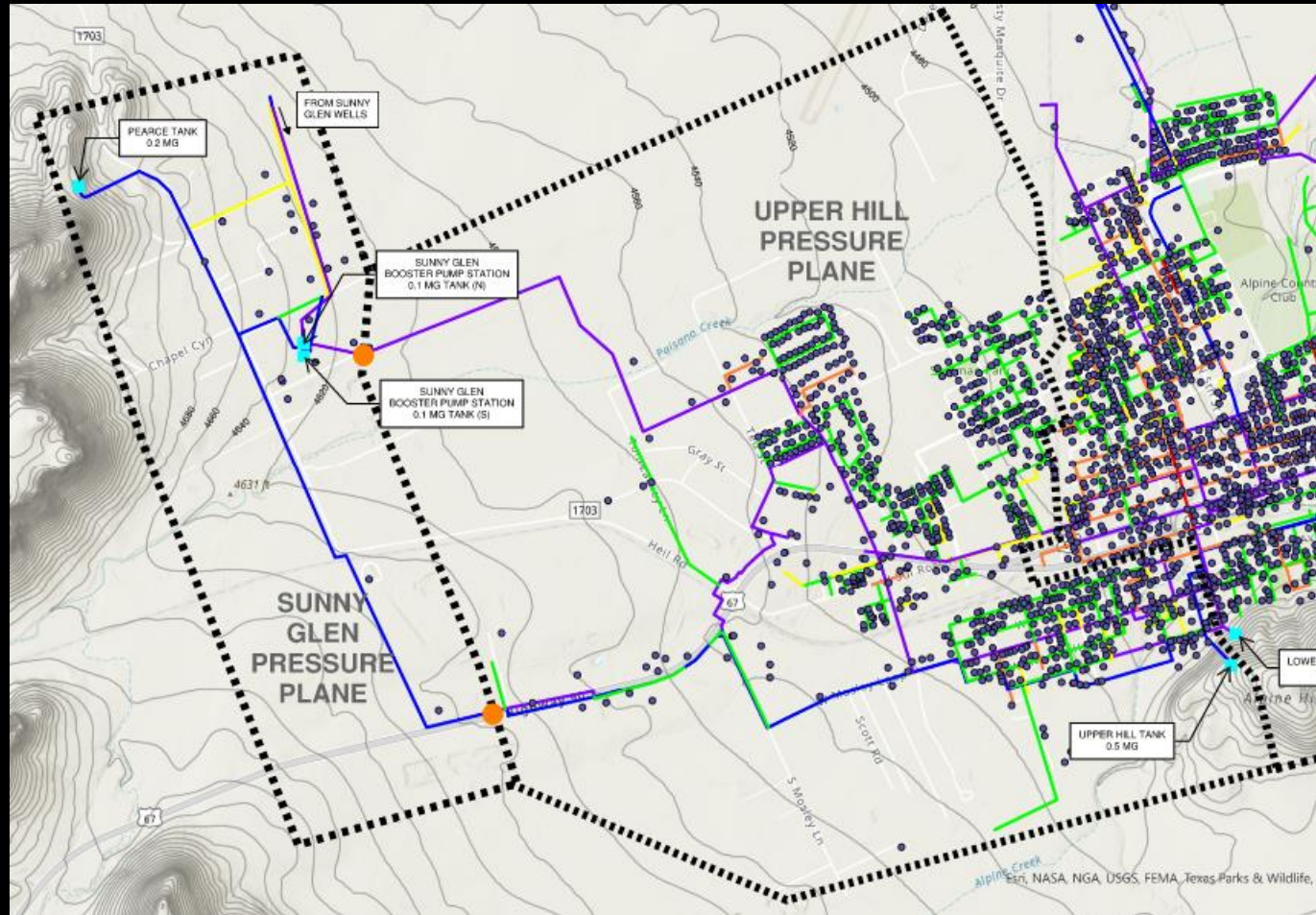
- Recommended to excavate and check/confirm yard piping compared to plans.
- Based on findings, may need to do some piping modifications.
- Putting online would be a great benefit to water system.



City of Alpine Water Workshop (October 15, 2024)

Critical Issues – Pearce Tank Operations

- Pearce Tank has been unable to fill since 2020.
- Ongoing effort to locate issue(s) and fix.



CITY COUNCIL AGENDA ITEM REPORT

September 2, 2025

Agenda Item No. 12A

Department: Office of the City Manager

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Geoffrey R. Calderon, Interim City Manager

Staff Recommendation: Approve



AGENDA ITEM

Approve Resolution 2025-09-01, a resolution continuing collaborative improvement efforts for 2025-2026 between the City of Alpine and the Alpine Country Club to accompany the 2016 lease. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

In June 2016, the City of Alpine entered into a lease agreement with the Alpine Country Club for the use of City-owned property as the Alpine Country Club Golf Course. The agreement requires an annual review and resolution to outline water allocations, applicable rates, and improvement efforts.

The Alpine Country Club has continued to partner with the City to implement capital improvements and utilize available resources for the benefit of the course and the community. In 2024, effluent water was made available and provided to the Country Club at no cost, helping offset operational expenses and promoting efficient water use.

The Country Club has actively engaged with the City Council to address shared concerns and ensure ongoing collaboration in maintaining the golf course as a community asset.

As outlined in the original agreement, the lease will require renegotiation by **June 2026**, making it important for both parties to continue regular dialogue and review of long-term priorities in the coming year.

SUPPORTING MATERIALS

1. 2025-09-01 Country Club Resolution
2. 2016 Alpine Country Club Lease Agreement

BUDGET CONSIDERATIONS

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

APPROVERS

Alexandra Tackett, Deputy City Secretary
Geoffrey R. Calderon, City Secretary

Approved - 8/25/2025
Final Approval - 8/25/2025

RESOLUTION 2025-09-01

A RESOLUTION OF THE CITY OF ALPINE, TEXAS CONTINUING COLLABORATIVE IMPROVEMENT EFFORTS FOR 2025-2026 BETWEEN THE CITY OF ALPINE AND THE ALPINE COUNTRY CLUB TO ACCOMPANY THE 2016 LEASE AGREEMENT.

WHEREAS, the City of Alpine leases a significant portion of the land used for the golf course to the Alpine Country Club; and

WHEREAS, the City of Alpine would like to ensure that the property is properly maintained and provides aesthetic beauty to the community, which is found to be a valid public purpose; and

WHEREAS, the Alpine Country Club currently does not receive any other financial assistance from other governing entities; and

WHEREAS, the City of Alpine and Alpine Country Club will annually review the lease agreement and the progress of a capital improvement plan; and

WHEREAS, the City of Alpine provides water to the Alpine Country Club from three separate sources known as the clubhouse meter, effluent tank and the Brown/Phelps meter.

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

SECTION 1. The City Council authorizes the City Manager to provide for a monthly discount of 60% for the water being provided to Alpine Country Club for account number 168430.00, known as the Brown/Phelps meter (ID 8145940).

SECTION 2. The City Council authorizes the City Manager to provide water, when available, from the effluent tank (ID 8221064), at no cost to the Alpine Country Club for use on the golf course.

SECTION 3. The City will continue to provide access to mulch for use on the golf course and clubhouse grounds to help minimize water usage and reduce dust in the area as available with no limit.

SECTION 4. Alpine Country Club will continue to invest in Capital Improvements.

SECTION 5. Alpine Country Club will provide quarterly reports to the City Council on their Capital Improvement efforts and overall operations of the golf course quarterly during a City Council meeting.

SECTION 6. This policy takes effect October 1, 2025, upon approval and shall remain in effect through September 30, 2026.

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL OF
THE CITY OF ALPINE, TEXAS ON THIS THE 2nd DAY OF SEPTEMBER 2025.**

APPROVED:

Catherine Eaves, Mayor

ATTEST:

Geoffrey R. Calderon, City Secretary

THE STATE OF TEXAS

CITY OF ALPINE

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BREWSTER:

This leasehold agreement, (also referred to herein as "lease agreement" and/or "lease") made and entered into, to be effective as of June 15, 2016, by and between the CITY OF ALPINE, Texas, a home-rule municipal corporation hereafter called "Lessor" and/or "City", and the ALPINE COUNTRY CLUB of Alpine, Texas, hereinafter called "Lessee" and/or "Country Club":

WITNESSETH:

I.

That the City of Alpine as Lessor, does hereby demise, lease and let, and the Alpine Country Club, does hereby accept the lease of the following described premises situated in Brewster County, Texas, to-wit:

BEGINNING at the SW Corner of Sec. 98, Block 9, GH & SA Ry. Co. for the SW Corner of this City Golf Course and this tract;

THENCE N. 27 degrees W. – 637.2 vrs. To the NW Cor. Of the Golf Course for the NW Cor. this tract;

THENCE N. 60 degrees 06' E. -317.9 vrs. To the North Cor. of the Country Club property for the NE Cor. of this tract;

THENCE S. 72 degrees E. – 143.0 vrs. To the NW Cor. Of the Country Club property for the NE Cor. Of this tract;

THENCE S. 24 degrees 16'E. – 156.6 VRS. TO THE West Cor. Of the Country Club for a Cor. of this tract;

THENCE S. 19 degrees 36' E. – 211.5 vrs. To the SW Cor. Of the Country Club property and the NW Cor. of the Lions Club Park for a Cor. of this tract;

THENCE South – 296.8 vrs.to the south line of the Golf Course property and the SW Cor. of the Lions Club Park for the SE Cor. of this tract;

THENCE S. 63 DEGREES w. -290.1 vrs. To the place of BEGINNING.

Hereinabove described land being known as the Alpine Golf Course, exclusive of that part and portion of the public park lands as shown in the map attached hereto and made a part of this lease as Appendix "A".

II.

This lease term shall be for a period of ten (10) years, from June 15, 2016, for the use of said lands under the following terms and conditions:

CONSIDERATION:

(1) The Lessee to pay Lessor the sum of Two Dollars (\$2.00) per year cash rental in advance, on or before each anniversary date of this lease, the first year's rental being acknowledged upon the execution and delivery of this lease; and

(2) That the Alpine Country Club will maintain said Golf Course and land incident thereto during the period of this lease, and covenants by and with the City to apply upon the improvement of the Golf Course all such money in green fees or privilege of playing to the improvement of the course itself. Maintenance to include all vegetation on property side of all roadways or parkways adjacent to Golf Course property. The City will maintain the creek running through the course from Fighting Buck Ave to Kokernot Lodge and the north half of the smaller creek intersecting the main creek within it's normal creek maintenance schedule.

III.

(1) The Alpine Country Club, in accepting this lease's covenants, not only will maintain the Golf Course but in fixing the fees for the said course, it will impartially and uniformly fix fees to the public and/or members of the Country Club, in the public interest, and consistent with the costs of maintenance of such golf course.

(2) The City Council considers this golf course to be one of the most attractive local facilities serving residents and students of the community, as well as attracting tourists and visitors and the Alpine Country Club is responsible for preventing the deterioration of this valuable asset. In order to help prevent the deterioration of this valuable asset, the City reserves the right to supply water, in amounts to be determined by the City, to assist in the maintenance of the greens, fairways and associated vegetation.

(3) The property described in this lease agreement is a public facility and shall at all times be maintained and operated in conformance with the laws, ordinances and regulations of the City of Alpine, the State of Texas and the laws of the United States.

(4) The City will create a Resolution annually which will identify all collaborative improvement efforts between the City and the Country Club Board (up to and including water needs and rates) in an effort to enhance the beauty and attractiveness of the property.

IV.

(1) Country Club will pay water fees according to rates outlines in Alpine Code of Ordinances. Alpine Country Club shall maintain the well, pump and all operating costs associated with the Operation of the well located at the corner of Fighting Buck Avenue and Brown Street. City can reclaim the use of the well (with 72 hour notice to the Country Club) to address water shortages for the citizens of Alpine, Texas. Alpine Country Club will address and complete commitment in 180 days from June 15, 2016, commitment to build line from well to effluent water tank on the North end of the property.

(2) Lessee will be responsible for operation costs on the pump at the effluent storage tank.

(3) Lessee will be responsible for installing piping to transfer water from the Brown Street pump to the effluent storage tank.

(4) Lessee may use the backup water system at the effluent storage tank when no effluent water is available from the wastewater treatment plant, and the Brown Street well is out of service for maintenance.

(5) Lessee will work with Lessor's employees to map the water system at the Alpine Country Club.

(6) Alpine Country Club will provide a map to the City of all irrigation lines on the property by September 1, 2016. Map will be updated and a copy provided to City by March 1st of following year and every year thereafter in the lease.

V.

(1) That in accepting this lease, the Country Club assumes and agrees to indemnify and defend the City of Alpine from any damages for claims of injury or death to persons and claims of damages to property occurring in and about the leasehold estate during the term of this lease. This indemnity provision applies even if such claims, demands, judgments, actions, damages, liabilities and causes of action were caused in whole or in part by any act or omission of the City of Alpine.

(2) The Alpine Country Club shall at all times during the term of this lease maintain public liability insurance, naming the City of Alpine as an additional insured, and in such amounts as may meet with the approval of the City Council. Upon request by the City, the Alpine Country Club shall provide the City with a copy of the liability insurance.

VI.

The parties to this lease agree that the lease of this property to the Alpine Country Club is complimentary to and in connection with the Alpine Country Club purchase of property in the park area and that the City of Alpine, for itself, covenants that the Lessee shall have undisturbed possession, direction and control of the leased property during the term of this lease.

VII.

The parties agree that the lease on this Golf Course shall not be assigned without the written consent of the City of Alpine nor is the ground to be used, during the term of this lease, for any purpose inconsistent with its primary use as a golf course.

VIII.

Upon the end of the term of this lease or sooner surrendered, the Lessee will quietly deliver up possession of the leasehold estate in as good or better condition as the same now is, ordinary wear and tear excepted. Any improvements made during the term of this lease shall remain the property of this City of Alpine at the

termination of the lease unless the improvements are fixtures which may be removed from the property without damage to the golf course.

IN WITNESS WHEREOF, we have hereunto set our hands on this the 22 day of June 2016.



Andy Ramos, Mayor City of Alpine, Texas

ATTEST:

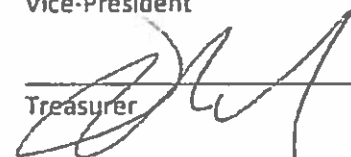


Margaret "Molly" Taylor, City Secretary

ACCEPTED by Alpine Country Club on June 30, 2016



President


Vice-President


Treasurer

ATTEST:

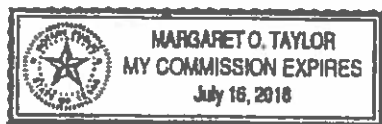

Secretary

THE STATE OF TEXAS
CITY OF ALPINE
COUNTY OF BREWSTER

BEFORE ME, the undersigned authority, a Notary Public, in and for the County of Brewster, State of Texas, on this day personally appeared Andy Ramos, Mayor of the City of Alpine, Texas, known to me to be the person

whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacities therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 22 day of June, 2016.

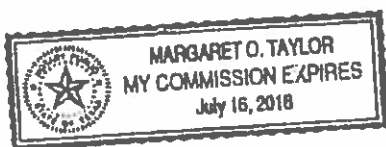


[Signature]
Notary Public, STATE OF TEXAS
My Commission Expires 7/16/18

THE STATE OF TEXAS
CITY OF ALPINE
COUNTY OF BREWSTER

BEFORE ME, the undersigned authority, a Notary Public, in and for the County of Brewster, State of Texas, on this day personally appeared Roger Criddle, President of the Alpine Country Club, William Jack Torres Vice-President, Douglas W. Ald, Treasurer, and Rosalee Echanks, Secretary of the Alpine Country Club Board of Directors, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacities therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 30th day of June, 2016.



[Signature]
Notary Public, STATE OF TEXAS
My Commission Expires July 16, 2018

RESOLUTION

A RESOLUTION REGARDING 2016 COLLABORATIVE IMPROVEMENT EFFORTS AT THE ALPINE COUNTRY CLUB TO ACCOMPANY THE LEASE BETWEEN THE CITY OF ALPINE AND ALPINE COUNTRY CLUB.

WHEREAS, the City of Alpine leases a significant portion of the land that the Alpine Country Club uses for the local golf course; and

WHEREAS, the City of Alpine would like to ensure that this property is properly maintained and provides aesthetic beauty to the community; and

WHEREAS, the Alpine Country Club receives no other financial assistance currently from other governing entities; and

WHEREAS, the City of Alpine and Alpine Country Club will annually review their lease agreement looking for opportunities to improve the asset.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ALPINE, TEXAS;

1. Water from metered location adjacent to the Brown St./Phelps St. intersection. City of Alpine will provide up to 80% of year 2015 metered amount (2,254,000 gallons x .8 = 1,803,200). This is an effort to help keep the property in good physical appearance.
2. Mulching - City will drop off 4 dump truck loads of mulch to Golf Course. The golf course staff and membership will spread the mulch in an effort to help minimize water needs and keep down dust in the general vicinity.
3. Golf Course to invest in current year's projects identified in Capital Planning document and report to City on progress during first meeting in January 2017.
4. Effluent Water Billing is to stay the same as year 2015.

PASSED AND ADOPTED BY A MAJORITY VOTE ON JUNE 21, 2016 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.



Andy Ramos, MAYOR

ATTEST: _____



Molly Taylor, CITY SECRETARY

City of Alpine
Resolution No. 2019-07-10

A RESOLUTION regarding collaborative improvement efforts for the 2019 between the City of Alpine, Texas and the Alpine Country Club to accompany the 2016 lease agreement.

- WHEREAS,** the City of Alpine leases a significant portion of the land used for the golf course to the Alpine Country Club; and
- WHEREAS,** the City of Alpine would like to ensure that the property is properly Maintained and provides aesthetic beauty to the community, which is Found to be a valid public purpose; and
- WHEREAS,** the Alpine Country Club receives no other financial assistance currently from other governing entities; and
- WHEREAS,** the City of Alpine and Alpine Country Club will annually review the lease agreement and the progress of a capital improvement plan; and
- WHEREAS,** the City of Alpine provides water to the Alpine Country Club from three separate sources known as the clubhouse meter, effluent tank and the Brown/Phelps meter;

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

Section 1. The City Council authorizes the City Manager to provide for a monthly discount of 60% for the water being provided to Alpine Country Club for account number 168430.00, known as the Brown/Phelps meter (ID 8145940).

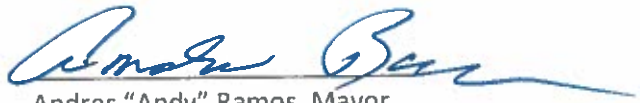
Section 2. The City Council authorizes the City Manager to provide water from the effluent tank (ID 8221064), at no cost to the Alpine Country Club for use on the golf course.

Section 3. The City will continue to provide mulch for use on the golf course and clubhouse grounds to help minimize water usage and reduce dust in the area as available with no limit.

Section 4. Alpine Country Club is to continue to invest in the projects identified in the Capital Planning Document and report progress to City Council in January 2020.

Section 5. This policy takes effect July 1, 2019 upon approval and shall remain in effect through June 30, 2020.

PASSED, APPROVED AND ADOPTED on this 16th day of July 2019.

A handwritten signature in blue ink, appearing to read "Andres Ramos", written over a horizontal line.

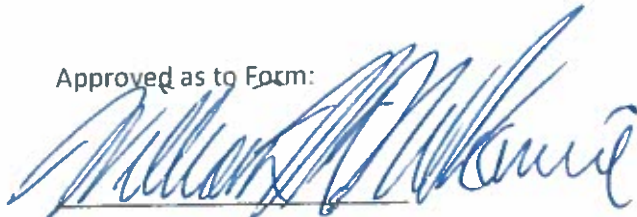
Andres "Andy" Ramos, Mayor
City of Alpine

Attest:

A handwritten signature in blue ink, appearing to read "Cynthia Salas", written over a horizontal line.

Cynthia Salas, City Secretary
City of Alpine

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Mick McKamie", written over a horizontal line.

Mick McKamie, City Attorney

CITY COUNCIL AGENDA ITEM REPORT

September 2, 2025

Agenda Item No. 12B

Department: Office of the City Manager

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Geoffrey R. Calderon, Interim City Manager

Staff Recommendation: Approve



AGENDA ITEM

Approve Resolution 2025-09-02, a resolution nominating a representative to the City of Alpine Solid Waste Advisory Committee (RSWAC) vacancy through the Rio Grande Council of Governments (RIOCOG) for a membership term of two years from Fiscal Year 2026-2027. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

Background

The Rio Grande Council of Governments (RGCOG) maintains a Regional Solid Waste Advisory Committee (SWAC) to guide regional solid waste planning, advise on the distribution of pass-through solid waste grants, and review municipal solid waste facility applications for conformance with the Regional Solid Waste Management Plan. Member jurisdictions are invited to nominate representatives to serve on this committee. SWAC membership is reviewed on a two-year cycle to ensure balanced regional representation.

Current Situation

The City of Alpine has been requested by RGCOG to submit a nomination to fill its SWAC representative position. Staff has identified **Adelina Beall**, a City of Alpine employee with extensive experience in municipal solid waste project management and related initiatives, as a qualified nominee. Ms. Beall's background in overseeing and supporting solid waste programs makes her well-suited to represent the City's interests and contribute to regional planning efforts.

Resolution Summary

Resolution 2025-09-02 formally nominates **Adelina Beall** as the City of Alpine's representative to the RGCOG SWAC for a membership term covering Fiscal Years 2026–2027. The resolution also authorizes the Mayor and/or City Manager to submit all required documentation to RGCOG to complete the nomination process.

Fiscal Impact

There is no direct fiscal impact associated with this action. The SWAC role is advisory and serves to ensure the City of Alpine has representation in regional planning and grant discussions related to solid waste management.

Recommendation

City staff recommends approval of **Resolution 2025-09-02**, nominating Adelina Beall as the City of Alpine’s representative on the RGCOG Solid Waste Advisory Committee.

SUPPORTING MATERIALS

1. 2025-09-02 Nominating A. Beall to SWAC

BUDGET CONSIDERATIONS

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

APPROVERS

Alexandra Tackett, Deputy City Secretary
Geoffrey R. Calderon, City Secretary

Approved - 8/19/2025
Final Approval - 8/19/2025

RESOLUTION 2025-09-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS NOMINATING A REPRESENTATIVE TO THE CITY OF ALPINE SOLID WASTE ADVISORY COMMITTEE (RSWAC) VACANCY THROUGH THE RIO GRANDE COUNCIL OF GOVERNMENTS (RIOCOG) FOR A MEMBERSHIP TERM OF TWO YEARS FROM FISCAL YEAR 2026-2027.

WHEREAS, the Rio Grande Council of Governments (RIOCOG) maintains a Regional Solid Waste Advisory Committee (RSWAC) to advise on regional solid waste planning, grants, and review of facility applications for conformance with the Regional Solid Waste Management Plan; and

WHEREAS, the RIOCOG is seeking nominations from the RIOCOG region to serve on the RSWAC from the City of Alpine; and

WHEREAS, Adelina Beall is a City of Alpine employee that has extensive experience in municipal solid waste project management and endeavors; and

WHEREAS, the City Council desires to nominate an employee with extensive knowledge and deems it to be in the city's interest to nominate Adelina Beall to the vacant position on the SWAC.

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

SECTION 1. The City hereby nominates Adelina Beall to serve as the City of Alpine's representative on the RGCOG SWAC for the current membership cycle.

SECTION 2. The Mayor and/or City Manager is authorized to submit all documents to RIOCOG necessary to effectuate this nomination.

SECTION 3. This resolution takes effect immediately upon passage.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS ON THIS THE 2nd DAY OF SEPTEMBER 2025.

APPROVE:

Catherine Eaves, Mayor

ATTEST:

CITY COUNCIL AGENDA ITEM REPORT

September 2, 2025

Agenda Item No. 12C

Department: Office of the City Manager

Sponsor:

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approve Resolution 2025-09-03, a resolution nominating a City of Alpine representative to the Brewster County Appraisal District Board of Directors. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

The City of Alpine is authorized to appoint one representative to the Brewster County Appraisal District Board of Directors as part of the established process for board member selection. Due to the resignation of the former appointee, Darin Nance, a vacancy currently exists in the City's designated position.

The City Council has the opportunity to fill this vacancy by nominating a representative to serve for the remainder of the unexpired term. Following this appointment, the City will proceed with its regular nomination process for the upcoming term as scheduled under the staggered system established by the Brewster County Appraisal District.

Approval of this resolution ensures that the City of Alpine maintains full representation on the Board of Directors and continues its participation in the governance of the Brewster County Appraisal District.

SUPPORTING MATERIALS

1. 2025-09-03 BCAD Appointment

BUDGET CONSIDERATIONS

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

APPROVERS

Alexandra Tackett, Deputy City Secretary
Geoffrey R. Calderon, City Secretary

Approved - 8/25/2025
Final Approval - 8/25/2025

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

RESOLUTION 2025-09-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS
NOMINATING A CITY OF ALPINE REPRESENTATIVE TO THE BREWSTER
COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS.**

WHEREAS, the current process for selection of board members of the Brewster County Appraisal District allows for the City of Alpine to appoint one representative to the Board of Directors; and

WHEREAS, the Brewster County Appraisal District has set the terms to be staggered, with the City of Alpine appointing a board member every other year; and

WHEREAS, the position of the previous city-appointed member is vacant due to the resignation of Darin Nance who is no longer serving on the City Council; and

WHEREAS, the City Council of the City of Alpine, Texas must nominate an individual as the City of Alpine representative to the Board of Directors for the Brewster County Appraisal District the remainder of the unexpired term.

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

SECTION I. The City Council hereby designates _____ as the City of Alpine nomination to the Brewster County Appraisal District Board of Directors.

SECTION II. This appointment takes effect immediately for the remainder of the unexpired term.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS ON THE 2ND DAY OF SEPTEMBER 2025.

APPROVED:

Catherine Eaves, Mayor

ATTEST:

Geoffrey R. Calderon, City Secretary

CITY COUNCIL AGENDA ITEM REPORT

September 2, 2025

Agenda Item No. 12D

Department: City Council

Sponsor: Rick Stephens, Councilor

Memo Prepared By: Geoffrey R. Calderon, Interim City Manager

Staff Recommendation: Approve



AGENDA ITEM

Approve Resolution 2025-09-04, a resolution authorizing the allocation of the of the city owned shipping container to the Alpine Emergency Services Board for use in Firefighting Training and granting access to the city owned Fire Training Facility (Burn House) and real property near the wastewater treatment plan to the Management of the Alpine Emergency Services Board. (R. Stephens, City Council)

EXECUTIVE SUMMARY

Councilor Stephens is adding this item to the agenda to further discussion and approval of the transfer of a shipping container asset from the City to the Alpine Emergency Services Board. Additionally, the resolution authorizes ESB to manage the facility referred to as the "burnhouse" or "fire training facility" located near the Wastewater Treatment Plant.

SUPPORTING MATERIALS

1. 2025-09-04 Alpine ESB Collaborative Efforts _v5-CT

BUDGET CONSIDERATIONS

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

APPROVERS

Alexandra Tackett, Deputy City Secretary
Geoffrey R. Calderon, City Secretary

Approved - 8/25/2025
Final Approval - 8/26/2025

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

RESOLUTION 2025-09-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, AUTHORIZING THE ALLOCATION OF THE CITY OWNED SHIPPING CONTAINER TO THE ALPINE EMERGENCY SERVICES BOARD FOR USE IN FIREFIGHTING TRAINING AND GRANTING ACCESS TO THE CITY OWNED FIRE TRAINING FACILITY (BURN HOUSE) AND REAL PROPERTY NEAR THE WASTEWATER TREATMENT PLANT TO THE MANAGEMENT OF THE ALPINE EMERGENCY SERVICES BOARD.

WHEREAS, the City of Alpine owns a shipping container currently, located at the Alpine Volunteer Fire Department facility, that is not being utilized for a specific City service; and

WHEREAS, the City of Alpine owns the fire training facility (burn house) and real property located near the Alpine Waste Water Treatment Plant; and

WHEREAS, the City of Alpine and Brewster County created the Alpine Emergency Services Board, which has oversight of the Alpine Volunteer Fire Department, to improve the firefighting preparedness of both the City of Alpine and Brewster County, and

WHEREAS, the City of Alpine finds the allocation of the shipping container for management by the Alpine Emergency Services Board, and granting access to and use of the City owned fire training facility (burn house) for use in firefighting and emergency services training increases the capability of the Alpine Volunteer Fire Department's emergency response and preparedness and is beneficial to the health, safety, and welfare of the City.

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

SECTION 1. The shipping container located at the Alpine Volunteer Fire Department is allocated to the Alpine Emergency Services Board for use in firefighting and emergency services training and placed immediately under control of the Alpine Emergency Services Board.

SECTION 2. The Alpine Volunteer Fire Department and the Alpine Emergency Services Board and their personnel are granted a non-exclusive license to the City owned fire training facility (burn house) and property for purposes of accessing and using the shipping container for firefighting and emergency services training.

SECTION 3. The allocation and authorization to access the shipping container provided for herein and the granting of the use of and access to the City owned fire training facility (burn house) remains in effect until such time as a separate Agreement is approved by the City and Alpine Emergency Services Board (collectively referred to as the Parties) or the Parties determine that the use of the shipping container or fire training facility (burn house) for training purposes and the related access thereto, are no longer needed.

SECTION 4. The Interim City Manager is authorized to take such additional action as may be reasonably necessary to implement the intent of this Resolution, including authorization to negotiate a separate agreement for and on behalf of the City. Any such agreement shall be presented to City Council for final approval.

SECTION 5. The Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Council hereby incorporates such recitals as part of this Resolution.

SECTION 6. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Resolution be severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Resolution, and the remainder of this Resolution shall be enforced as written.

SECTION 7. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at City Hall of the city for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 8. This Resolution shall take effect immediately upon its passage and approval.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS ON THIS THE 2nd DAY OF SEPTEMBER 2025.

Catherine Eaves, Mayor

ATTEST:

Geoffrey R. Calderon, City Secretary

CITY COUNCIL AGENDA ITEM REPORT

September 2, 2025

Agenda Item No. 12E

Department: Office of the City Manager

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Geoffrey R. Calderon, Interim City Manager

Staff Recommendation: Approve



AGENDA ITEM

Renew the Director of Tourism contract for one-year term. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

The City Council previously approved the Director of Tourism contract for a two-year term beginning October 1, 2023, and ending September 30, 2025. The agreement provides the option to extend the contract for up to three additional one-year terms, contingent upon mutual agreement between the City and the contractor.

This item seeks Council approval to exercise the first one-year extension to ensure the continued administration and advancement of the City's tourism programs and initiatives. If approved, the renewal term will run from October 1, 2025, through September 30, 2026, under the existing contract terms and conditions.

The prior contract stipulated a 5% annual increase; however, the current contract grants the City Council discretion to determine any annual increase. The Director of Tourism did not receive an adjustment in October 2024. City Administration recommends that the Council consider a compensation adjustment for the upcoming contract year as part of this renewal.

SUPPORTING MATERIALS

1. Director of Tourism Agreement-Chris Ruggia 10 1 2023-9 30 2025

BUDGET CONSIDERATIONS

Expenditure Required: \$87,854 / Annum as currently written without adjustments

Savings Anticipation: N/A

Current Budget FY 2024-2025: N/A

Additional Funding: N/A

APPROVERS

Alexandra Tackett, Deputy City Secretary
Geoffrey R. Calderon, City Secretary

Approved - 8/15/2025
Final Approval - 8/19/2025

**AGREEMENT FOR
PROFESSIONAL SERVICES for Director of Tourism**

This agreement is made and entered into the 19th day of September 2023, by and between the City of Alpine, Texas, hereinafter called the CITY, and **Chris Ruggia – Vast Graphics** hereinafter called CONTRACTOR.

WITNESSETH:

WHEREAS, the CITY is desirous of contracting for professional services for Director of Tourism.

WHEREAS, the CITY desires to engage the CONTRACTOR to render services as described in this Agreement, and the CONTRACTOR is willing to perform such services in accordance with the terms of this agreement incorporated by reference herein as though set forth in its entirety, and in accordance with all applicable federal, state and local laws.

NOW, THEREFORE, in consideration of the conditions, premises and the covenant hereinafter contained the parties hereby agree as follows:

I. RECITALS

THE PARTIES enter this Agreement on the basis of the following recitals:

CONTRACTOR has represented and warranted to the CITY that the CONTRACTOR possesses the necessary skill to provide such services and is willing to do so pursuant to the terms of this Agreement.

II. AGREEMENT

In consideration of the foregoing recitals and the covenants and promises contained herein the parties agree as follows:

1. SCOPE OF WORK

The City of Alpine requests qualification-based sealed proposals from parties interested in Director of Tourism for the City of Alpine on a performance based contractual basis. The Director of Tourism will be responsible for coordination of all marketing efforts including but not limited to social media, advertising, media buying, etc which will promote tourism in the City of Alpine and to provide focused leadership among all community entities and efforts that promote tourism. The Director of Tourism will work with the Lodgers Tax Committee and Executive Staff of the City to identify and implement policies and procedures to maximize the efficiency of budget and resources, ensure return on investment and meet the goals of the City. The Director of Tourism should be a person with an active lifestyle that can interact with the various journalists, bloggers, visitors and tourists while promoting Alpine.

A. Description of Duties, including, but not limited to:

- Assist in developing integrated marketing, advertising, media and public relations strategies, programs and policies.

 9/19/23
Contractor's Initials and Date

- Prepare and manage marketing/advertising budget, reviewing and authorizing all expenditures
- Prepare quarterly reports for the City Council.
- Report to the City Manager as requested.
- Carry out or oversee development of marketing material and website with Visitor Center Staff, as well as review and oversee distribution of advertising, tourism web site, social media activity, fulfillment pieces, media releases, etc. on tourism-related subjects.
- Design and produce display advertising, tourism web presence and promotional materials.
- Oversee all HOT-funded advertising by third parties: review artwork for design, content and branding; negotiate and contract with publications; deliver finished artwork to publications; and handle all advertising invoices for payment by the City.
- Coordinate with event organizers to assist with their planning, promotional programs and any HOT-funded activities.
- Develop and implement a strategy for the recruitment of organizations/associations for workshops, seminars and/or conferences to the City of Alpine.
- Plan, organize, supervise and participate in trade shows, sales missions, and tours for journalists, agents and event planners.
- Maintain and strengthen industry knowledge by attending industry conferences and training and perform ongoing research on promotional best practices and market conditions.
- Develop and maintain relationships with hotels, restaurants and attractions.
- Develop and maintain relationships with local and regional partners, including the Alpine Chamber of Commerce, Alpine Downtown Association, Texas Mountain Trail Region, Brewster County Tourism Council, Marfa Tourism, Fort Davis Chamber of Commerce, etc.
- Represent the City of Alpine in regional co-operative promotional partnerships.

B. Knowledge, Skills and Abilities

- Application of good knowledge of creating and working within a budget.
- Application of good knowledge of public relations principles.
- Application of good knowledge of reading, interpreting, applying and explaining laws, codes, ordinances, rules, regulations, policies and procedures.
- Application of good knowledge in preparing clear and concise reports, including oral, written, and audio/visual presentations.
- Establish and maintain effective working relationships with workers, officials, customers, other city departments, and the general public.

 9/19/23

Contractor's Initials and Date

- Knowledge of proper safety practices, procedures, and regulations applicable to work being performed.
- Skill in resolving problems or situations requiring the exercise of good judgment.
- Ability in planning and organizing work of others.
- Analyze, interpret and report research findings and recommendations.
- Skilled in operating a computer and related software applications including Microsoft Suite of products, Google applications, Word Press (or other web-building software).

C. Other Job Characteristics

- Occasionally lift and carry items up to 50 pounds.
- Occasionally work flexible hours, weekends, holidays, extended hours and mandatory overtime.
- Occasional exposure to irate members of the public.

D. Mandatory Specifications

- Attach a resume
- How the offeror defines their plan for implementing the scope of work and how would they create the vision for Tourism in Alpine.
- From past experience, address successes with Tourism, ad campaign, etc. The lessons learned from the experiences described and opportunities that resurrected.
- Must be willing to relocate to the area – if necessary.
- Address how the offeror would measure the effectiveness of the proposed scope.

2. COMPENSATION

- A. As compensation for services to be provided to the City of Alpine by the CONTRACTOR, the CONTRACTOR shall be compensated at a flat monthly fee equal to \$7,321.16 for a total of \$87,854 for the first year. Council will determine annually any increase to be added for each subsequent year services are provided.
- B. Texas Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the CONTRACTOR.

Invoices shall be provided by the 15th of each month and shall include a detail list of activities per the approved proposal (cost proposal attached) and scope of work. Invoices received after the 15th will be processed the following month. Incomplete invoices may affect payment. All invoices shall be submitted directly to the City of Alpine - City Manager at 100 North 13th, Alpine, Texas 79830.

3. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY OF ALPINE COUNCIL. The term of this Agreement shall be for two (2) years, beginning **October 1, 2023** and ending **September 30, 2025**, with an option to extend the contract an additional three (3) years, one year at a time, if mutually agreeable with the City of Alpine and the Offeror.

CR 9/19/23
Contractor's Initials and Date

4. TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in this Agreement.

5. RENEWAL

The term of this Agreement is for two years. The term of this contract shall be for two (2) year with an option to extend the contract an additional three (3) years, one year at a time, if mutually agreeable with the City of Alpine and the Offeror.

6. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor performing professional services for the CITY and is not an employee of the City of Alpine. The CONTRACTOR shall not accrue leave, retirement, insurance, bonding, use of vehicles, or any other benefits afforded to employees of the City of Alpine as a result of this Agreement. The CONTRACTOR acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. ASSIGNMENT

The CONTRACTOR shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the City of Alpine.

8. SUBCONTRACTING

CONTRACTOR shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval from the CITY.

9. RECORDS OF AUDIT

During the term of this Agreement and for three years thereafter, the CONTRACTOR shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City of Alpine, the State Auditor and appropriate federal authorities. The Finance Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

CR 7/19/23
Contractor's Initials and Date

The Contractor shall maintain complete and accurate financial records of all fund raising and each and every expenditure made under this Agreement and upon request by the CITY shall make available for inspection by the governing body of the CITY or its designated agent all of Contractor's financial records with respect to this project within ten days of the date of request.

10. APPROPRIATIONS / NON-APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City of Alpine for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City of Alpine, this Agreement shall terminate upon written notice being given by the City of Alpine to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the CONTRACTOR and shall be final.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Agreement, all obligations of the City under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

11. RELEASE

The CONTRACTOR, upon final payment of the amount due under this Agreement, releases the City, and its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The CONTRACTOR agrees not to purport to bind the City of Alpine, unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without prior written approval by the City Manager.

13. CONFLICT OF INTEREST

The CONTRACTOR warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The CONTRACTOR shall comply with any applicable provisions of the Texas Government Code Section 2252.908.

14. AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

15. SCOPE OF AGREEMENT

CR 9/19/23

Contractor's Initials and Date

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. EQUAL OPPORTUNITY COMPLIANCE

The CONTRACTOR agrees to abide by all Federal and State laws, and rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the CONTRACTOR agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If CONTRACTOR is found to be not in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

17. INDEMNIFICATION

The CONTRACTOR shall hold the City of Alpine and employees harmless and shall indemnify the City of Alpine against any and all claims, suits, actions, liabilities and costs of any kind, including CONTRACTOR's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. The CONTRACTOR shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

Contractor agrees to indemnify the CITY against all liability, demands, claims, suits, losses, damages, causes of action, or judgments, including costs, attorneys and witness fees and expenses incident thereto for injury to persons or property arising out of Contractor's performance of duties under this Agreement.

18. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Texas. In performing the services hereunder, Contractor shall ensure that its employees and subcontractors comply with all applicable laws and regulations.

19. INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the Request for Proposal, written clarifications to the Request for Proposals and City's response to questions; (2) the CONTRACTOR's Best and Final Offer, and (3) the CONTRACTOR's response to the Request for Proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the CONTRACTOR's Best and Final Offer; the Request for Proposals, including attachments thereto and written responses to questions and written clarifications and (5) the CONTRACTOR's response to the Request for Proposals.

20. NON-COLLUSION

LR 9/19/23
Contractor's Initials and Date

In signing this bid or proposal, the CONTRACTOR certifies that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

21. NON-DISCRIMINATION

Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. By signing and submitting a proposal, vendor agrees to comply with this paragraph.

22. THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions or any part of the Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this Agreement to maintain any suit for wrongful death, bodily or personal injury, damage to property or any other matter whatsoever pursuant to the provisions of this Agreement.

23. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. DEBARMENT AND SUSPENSION

CR 9/19/23

Contractor's Initials and Date

Pursuant to 45 C.F.R. Part 76, the CONTRACTOR certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

The CONTRACTOR's certification is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. The CONTRACTOR shall provide immediate written notice to the Agency's Contract Administrator if, at any time during the term of this Agreement, the CONTRACTOR learns that its certification was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that the CONTRACTOR's certification was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.

As required by 45 C.F.R. Part 76, the CONTRACTOR shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the CONTRACTOR, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The CONTRACTOR shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency pursuant to Article 8. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the subcontractor.

26. LOBBYING

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

27. SURVIVAL

CR 9/19/23

Contractor's Initials and Date

The agreement paragraph titled Indemnification shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

28. SUCCESSION

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. IMPRACTICALITY OF PERFORMANCE

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Governing Law

This Agreement shall be governed and construed in all respects and the rights of the parties hereto shall be determined in accordance with the laws of the State of Texas. Any suits or claims arising out of this Agreement shall be filed in Brewster County, Texas.

31. NOTICES

All notices under this Agreement shall be sufficient if sent by United States First Class Mail, postage Prepaid to:

CONTRACTOR:

Chris Ruggia
VAST GRAPHICS
607 N 10th Street
Alpine, Texas 79830

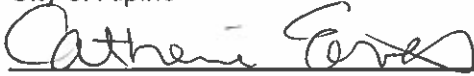
City Manager
City of Alpine
100 North 13th
Alpine, Texas 79830

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this ____ day of _____, 2023.

CR 9/19/23
Contractor's Initials and Date

CITY OF ALPINE, TEXAS

City of Alpine



Catherine Eaves

Date: September 21, 2023

CONTRACTOR

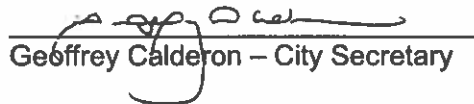


Chris Ruggia – Vast Graphics

Date: September 19, 2023

ATTEST:

City Secretary



Geoffrey Calderon – City Secretary

Date: 9/21/2023

City of Alpine



Megan Antrim, City Manager

Date: 9-21-2023

Contractor's Initials and Date

CITY COUNCIL AGENDA ITEM REPORT

September 2, 2025

Agenda Item No. 15A

Department: City Attorney

Sponsor: Rick Stephens, Councilor

Memo Prepared By: Geoffrey R. Calderon, Interim City Manager

Staff Recommendation: None



AGENDA ITEM

Consultation with Attorney § 551.071, Texas Government Code:

- a. Review and discuss the Texas Disposal Systems contract terms. (R. Stephens, City Council)

Personnel Matters § 551.074, Texas Government Code:

- a. Review and discuss applications for City Manager and discuss feedback from department directors, scheduling of interviews with the City Council, and next steps moving forward. (G. Calderon, Interim City Manager)
- b. Operational, Finance, and Personnel Discussions and Considerations to ensure that the City Council and the City Manager are aligned. (G. Calderon, Interim City Manager)

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

Alexandra Tackett, Deputy City Secretary

Geoffrey R. Calderon, City Secretary