



CITY OF ALPINE
WORKSHOP & REGULAR CITY COUNCIL MEETING
October 21, 2025 – 4:00 PM

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

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

- A. Wastewater Workshop: Planning session to discuss upcoming wastewater projects, financial planning, and presentation by engineering firm Jacob | Martin.

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.

- A. Public Hearing to obtain citizen views and comments regarding the first and final reading of Ordinance 2025-10-01, an ordinance amending the Fiscal Year 2025-2026 budget to appropriate funds for water infrastructure improvements; providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date.
- B. Public Hearing to obtain citizen views and comments regarding the first and final reading of Ordinance 2025-10-02, amending the Fiscal Year 2025-2026 budget to appropriate funds for the street department to incorporate additional positions; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date.
- C. Public Hearing to obtain citizen views and comments regarding the first and final reading of Ordinance 2025-10-03, amending the Fiscal Year 2025-2026 budget to appropriate additional funding for the Alpine Emergency Services Board to support the Alpine Volunteer Fire

Department; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date.

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 October 7, 2025 Water Workshop & Regular Meeting Minutes (G. Calderon, Interim City Manager)
- B. Approval of the September 2025 Office of the City Secretary (OCS) Report including Legislative Services, City Council Activities, Boards & Commissions Activities, Public Information, and Departmental Statistics and Updates. (G. Calderon, Interim City Manager)
- C. Approval of the 4th Quarter Fiscal Year 2025 Office of the City Secretary (OCS) Report including Legislative Services, City Council Activities, Boards & Commissions Activities, Public Information, and Departmental Statistics and Updates. (G. Calderon, Interim City Manager)

- D. Approval of Fiscal Year 2024 - 2025 3rd and 4th Quarter Investment Reports. (G. Calderon, Interim City Manager)
- E. Approval of the September 2025 invoice for Bojorquez Law Firm Services. (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. Alpine Volunteer Fire Department Update from Chief James Etchison. (G. Calderon, Interim City Manager)
- B. Emergency Services Board update by Rusty Moore. (G. Calderon, Interim, City Manager)

11. **INFORMATION OR DISCUSSION ITEMS.**

- A. Discuss the Parks and Recreation Board and the possibility of dissolving the board. (L. Escovedo, City Council)
- B. Discuss Ordinance 2025-11-01, a proposed ordinance Amending Chapter 23 – City Council to the Alpine Code of Ordinances; Amending Article II – Rules of Procedure by amending agenda deadlines for City Council meetings and by adding Section 23-8(d) to authorize the Mayor to sign certain letters of support that do not obligate city funds or commit city resources, relate to projects or initiatives that benefit the community or promote intergovernmental or community partnerships, and are subsequently placed on the consent agenda for City Council approval. (G. Calderon, Interim City Manager)
- C. Discuss Ordinance 2025-11-02, a proposed ordinance amending Chapter 16 – Boards, Commissions, and Committees to the Alpine Code of Ordinances; Amending Article IV – through article IX to provide updates to board member terms and board member appointment processes for each city board, commission, and committee; Amending Article II – Rules of Procedure by amending agenda deadlines for board meetings. (G. Calderon, Interim City Manager)
- D. Discussion of short-term rental processes and implementation of Ordinance 2025-06-03, including implications for permitting of individual units and the City’s plan moving forward. (G. Calderon, Interim City Manager)
- E. Discussion regarding the current status of staffing in the Public Works Department. (G. Calderon, Interim City Manager)
- F. Discussion regarding the status of City reserve accounts, fund balance, and current financial status. (G. Calderon, Interim City Manager)
- G. Discussion regarding the leak detection study/report and plans to improve the City pool ahead of the upcoming season. (C. Eaves, Mayor)

H. Discuss City financial status with a focus on two items:

1. End of year financial performance for Fiscal Year 2024-2025 with a focus on understanding top level over or under run against the \$17.2 million budget so that City Council understands the implications of the Fiscal Year to the overall fund balance.
2. City of Alpine un-obligated fund balance. The Fiscal Year 2025-2026 budget included \$1.4 million of transfer from the fund balance to fund the \$17 million budget. What is the remaining fund balance included any under run from the Fiscal Year 2024-2025 budget. (R. Stephens, City Council)

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 the first and final reading of Ordinance 2025-10-01, an ordinance amending the Fiscal Year 2025-2026 budget to appropriate funds for water infrastructure improvements; providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date. (R. Stephens, City Council)
- B. Approve the first and final reading of Ordinance 2025-10-02, amending the Fiscal Year 2025-2026 budget to appropriate funds for the street department to incorporate additional positions; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date. (G. Calderon, Interim City Manager)
- C. Approve the first and final reading of Ordinance 2025-10-03, amending the Fiscal Year 2025-2026 budget to appropriate additional funding for the Alpine Emergency Services Board to support the Alpine Volunteer Fire Department; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date. (G. Calderon, Interim City Manager)
- D. Approve Resolution 2025-10-14, a resolution amending Appendix B: Building Services Fees. (G. Calderon, Interim City Manager)
- E. Approve Resolution 2025-10-15, a resolution approving the extension of Hotel Occupancy Tax grant funding to the Museum of the Big Bend for Wayfinding signage into the 2025-2026 Fiscal Year. (G. Calderon, Interim City Manager)
- F. Approve a Facility Use Agreement between the City and the Alpine Emergency Services Board for the use of a regional fire fighting training facility on City property pursuant to Resolution 2025-09-04. (G. Calderon, Interim City Manager)
- G. Approve a Municipal Advisory Agreement between the City of Alpine and the Government Capital for services at the City's Municipal Advisor. (G. Calderon, Interim City Manager)
- H. Approve a lease between U.S. Customs and Border Protection and the City of Alpine for an Aviation Hangar at the Alpine Casparis Municipal Airport. (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.**

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

- i. Review and discuss the Texas Disposal Systems contract terms. (R. Stephens, City Council)
- ii. Discuss Skyway Gardens II Development, the approved Development Agreement, and plan to make improvements to the Water infrastructure for the development moving forward. (G. Calderon, Interim City Manager)

B. Personnel Matters § 551.074, Texas Government Code

- i. 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 October 15, 2025, and remained so posted for at least 3 business days preceding the scheduled time of the said meeting.

**WITNESS MY HAND AND SEAL
this 15th day of October, 2025.**



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



CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 1A

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

Wastewater Workshop: Planning session to discuss upcoming wastewater projects, financial planning, and presentation by engineering firm Jacob | Martin.

EXECUTIVE SUMMARY

The purpose of this workshop is to provide City Council with an overview of ongoing and upcoming wastewater projects, financial planning needs, and long-term asset management strategies for the City's wastewater system. The session will include a presentation by **Jacob | Martin engineers** and will focus on both project updates and forward-looking planning efforts.

Wastewater Treatment Plant (WWTP) Improvements

- **Clarifier #1:** Replacement of mechanical and electrical systems, concrete cleaning and repairs, coating, and step replacement. Materials have been partially delivered, and the contractor is expected to return in early November to resume construction.
- **Sludge Drying Beds #4-#9:** Work has been completed, including sludge removal, replacement of liners, underdrains, media, concrete ramps, and runners. The beds are now fully operational.
- **Change Order No. 1:** Reallocated \$8,400 from drying bed concrete repairs to Clarifier #1 electrical improvements with no net change to the contract price.
- **Work Status (as of Pay Application No. 4):**
 - Mobilization, Bonds, Insurance – 100%
 - Clarifier #1 Repairs – 75%
 - Sludge Drying Beds – 100%
 - Concrete and Electrical Improvements – Not yet started.

Asset Management Program for Small Systems (AMPSS)

Funded through the Texas Water Development Board (TWDB), the AMPSS project covers both the wastewater treatment plant and the wastewater collection system (pipes, manholes, and lift stations).

- **Tasks Completed:** Kickoff meeting (Jan. 2025), submission of draft reports (Apr. 2025), GIS training (May 2025), TWDB review comments (Aug. 2025), final reports submitted (Sept. 2025), and presentation to City Council (Oct. 2025).
- **Future Tasks:** Certification of presentation, additional GIS and all-staff training, nine-month follow-up assessments and reports, and implementation of the long-term fiscal sustainability plan.
- **Key Deliverables:** Asset Management Plan, Emergency Response Plan, Sustainable Systems Manual, Operations & Maintenance Manual, Compliance Manual.

Asset Management & Long-Term Planning

Recommendations for wastewater system sustainability include:

- Annual updates and presentations to City Council.
- Ongoing GIS and spreadsheet-based asset management tracking.
- Scheduled pipe and manhole condition assessments (2026).
- Sewer rehabilitation methods (manhole lining, pipe coating, cured-in-place pipe lining, sliplining, and pipe bursting).
- A rate study scheduled for 2027, following condition assessments.
- Continued pursuit of grant and low-interest loan funding opportunities.

Recommendation

This workshop is for **discussion and planning purposes only**. No formal action will be taken. Council will receive project updates, financial outlooks, and long-term asset management strategies to guide future decision-making and funding allocations.

SUPPORTING MATERIALS

1. Presentation-Alpine Wastewater Workshop-2025-10-21

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A
Current Budget FY 2025-2026: N/A
Additional Funding: N/A

APPROVERS

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

Approved - 10/14/2025
Final Approval - 10/14/2025

City of Alpine Wastewater Workshop

October 21, 2025

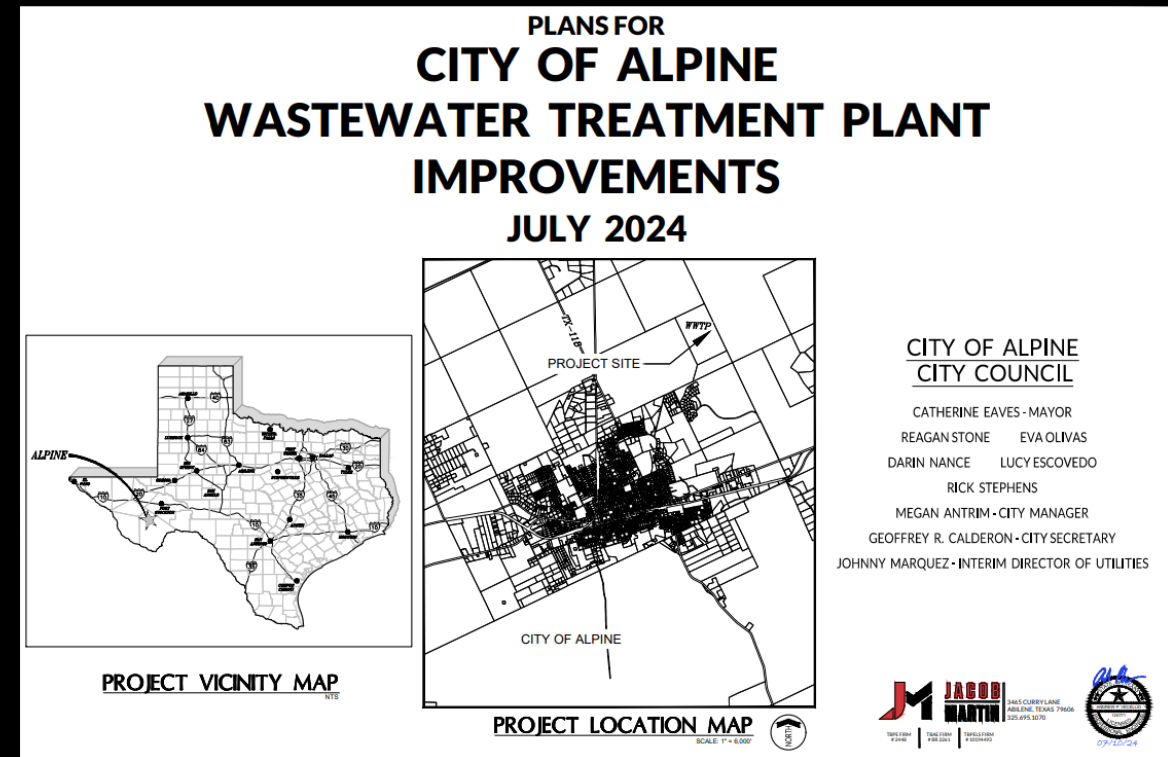
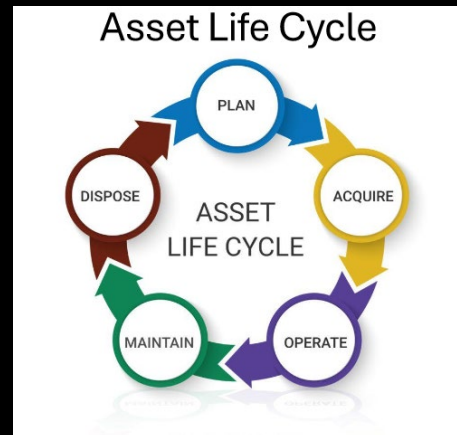
Andy Vecellio, PE
Jacob & Martin



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Discussion Topics

- Wastewater Treatment Plant (WWTP) Improvements
- TWDB Asset Management Plan



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Wastewater Treatment Plant (WWTP) Improvements

Clarifier #1

Replace Mechanical

Replace Electrical

Power Wash Concrete

Repair Concrete

Coat Concrete

Replace Steps to Clarifier



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Wastewater Treatment Plant (WWTP) Improvements

Clarifier #1

Partial
materials have
been delivered.



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Wastewater Treatment Plant (WWTP) Improvements

Clarifier #1

Contractor
expected to
return in early
November to
resume
construction.



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Wastewater Treatment Plant (WWTP) Improvements

Sludge Drying Beds #4 - #9

- Remove & Dispose Sludge
- Remove & Dispose Media
- Remove & Dispose Concrete
- Replace Liner
- Replace Underdrain
- Replace Media
- Replace Concrete Runners
- Replace Concrete Ramps (#6 & #9)
- Repair Misc. Concrete



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Wastewater Treatment Plant (WWTP) Improvements

Sludge Drying Beds #4 - #9

Work has been completed and the sludge drying beds are operational.



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Wastewater Treatment Plant (WWTP) Improvements

Change Order No. 1

Dated June 3, 2025.

Decreased Bid Item 5 Sludge Drying Bed Concrete Repairs by \$8,400.

Added Bid Item 6 Clarifier #1 Electrical Improvements by \$8,400.

Installing a new 480/277V, 3 phase, 200A panel with 150A MCB on the existing stand near the assist pump.

No net change to contract price.



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Wastewater Treatment Plant (WWTP) Improvements

Work Completed (through Pay Application No. 4):

Mobilization, Bonds, and Insurance: 100%

Clarifier #1 Repairs and Replacement: 75%

Sludge Drying Beds Repairs and Replacement: 100%

Clarifier #1 Concrete Repairs: 0%

Sludge Drying Bed Concrete Repairs: 0%

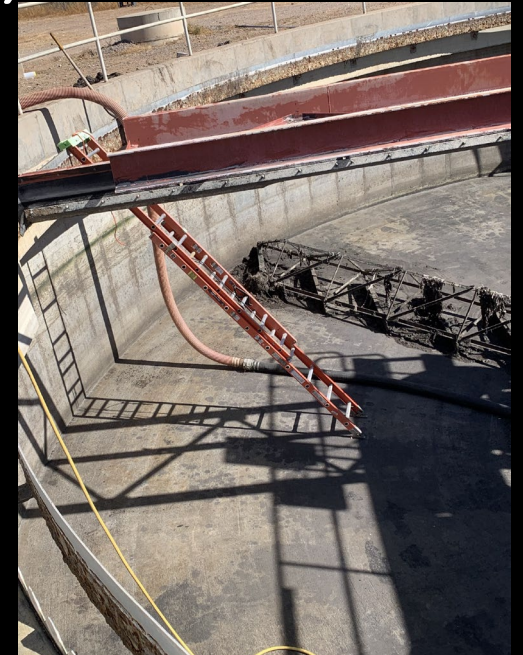
Clarifier #1 Electrical Improvements: 0%



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management Program for Small Systems (AMPSS)

- AMPSS Project: City of Alpine Wastewater System
 - Wastewater Treatment Plant
 - Wastewater Collection System: Pipes, Manholes, Lift Stations



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management Program for Small Systems (AMPSS)

- Tasks Completed to Date (1 of 2):
 - Project Kickoff Meeting on January 15, 2025.
 - Draft Asset Management Report, Emergency Response Plan, Sustainable Systems Manual, Operations and Maintenance Manual, Compliance Manual submitted to TWDB by email on April 24, 2025.
 - GIS Training on May 22, 2025.



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management Program for Small Systems (AMPSS)

- Tasks Completed to Date (2 of 2):
 - TWDB Review Comments to Draft provided to JM on August 7, 2025.
 - Final Asset Management Report, Emergency Response Plan, Sustainable Systems Manual, Operations and Maintenance Manual, Compliance Manual submitted to City of Alpine and TWDB by email on September 17, 2025.
 - City Council Meeting on October 7, 2025.



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management Program for Small Systems (AMPSS)

- Future Tasks:
 - Signed and Dated Certification of Presentation
 - Recommended: Additional GIS Training
 - “All-Hands” Staff Training
 - 9-Month Follow-up Assessment and Written Report
 - 9-Month Follow-up Assessment Presentation and Certification



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management Program for Small Systems (AMPSS)

- AMPSS Reports
 - Asset Management
 - *Emergency Response Plan (ERP)*
 - *Sustainable Systems*
 - *Operation and Maintenance (O&M)*
 - *Compliance*



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management

- TCEQ RG-530

Worksheet 1. System Inventory and Prioritization							
Date (Month and Day):		Year:		4/24/2025			
				☒ Initial Inventory ☐ Update			
1. Asset	2. Redundancy	3. Expected Useful Life (Years)	4. Age (Years)	5. Remaining Useful Life (Years)	6. Expected Replacement or Refurbishment Year	7. Cost to Replace	8. Priority (Rank 1 to 5)
<i>Example : Totalizing flow meter, 2003</i>	None	15	12	3	3	\$5,000	2
WWTP ASSIST PUMP	No	15	2	13	13	\$10,779	4
WWTP ATTEND BUILDING	No	30	31	-1	-1	\$2,937	1
WWTP CHLORINATOR AND SULFUR DIOXIDE EQUIPMENT	No	7	6	1	1	\$28,785	1
WWTP CHLORINE AND SO2 CONTACT BASIN #1	Yes	50	41	9	9	\$1,318,037	3
WWTP CHLORINE AND SO2 CONTACT BASIN #2	Yes	50	29	21	21	\$590,603	5
WWTP CHLORINE AND SO2 EQUIPMENT FLOW PACING (PROPOSED)	No	7	-2	9	9	\$5,575	3
WWTP CLARIFIER #1	Yes	50	0	50	50	\$3,002,914	5
WWTP CLARIFIER #2	Yes	50	26	24	24	\$2,783,366	5
WWTP COMMUNICATION TOWER SECTIONS	No	30	5	25	25	\$6,318	5
WWTP DECOMMISSIONED OXIDATION DITCH (OVERFLOW)	No	50	53	-3	-3	\$1,026,573	2
WWTP EFFLUENT FLOW	No	10	5	5	5	\$7,452	3



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management

SEWER LINE MANHOLE(S)	No	50	51	-1	-1	\$15,503	1
SEWER LINE MANHOLE(S)	No	50	51	-1	-1	\$124,024	1
SEWER LINE MANHOLE(S)	No	50	51	-1	-1	\$40,308	1
SEWER LINE MANHOLE(S)	No	50	51	-1	-1	\$10,852	1
SEWER LINE MANHOLE(S)	No	50	41	9	9	\$8,906	3
SEWER LINE MANHOLE(S)	No	50	41	9	9	\$73,026	3
SEWER LINE MANHOLE(S)	No	50	41	9	9	\$23,155	3
SEWER LINE MANHOLE(S)	No	50	41	9	9	\$8,906	3
SEWER LINE MANHOLE(S)	No	50	26	24	24	\$7,852	5
SEWER LINE MANHOLE(S)	No	50	24	26	26	\$7,317	5
SEWER PIPES	No	50	114	-64	-64	\$9,727	1
SEWER PIPES	No	50	86	-36	-36	\$68,534	1
SEWER PIPES	No	50	86	-36	-36	\$903,218	1
SEWER PIPES	No	50	81	-31	-31	\$325,212	1
SEWER PIPES	No	50	81	-31	-31	\$61,469	1
SEWER PIPES	No	50	81	-31	-31	\$810,099	1
SEWER PIPES	No	50	71	-21	-21	\$65,930	1
SEWER PIPES	No	50	71	-21	-21	\$868,848	1
SEWER PIPES	No	50	71	-21	-21	\$261,612	1



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management

Worksheet 2. Comprehensive Planning				
Date (Month and Day):		Year:	4/24/2025	
		☒ Initial	☐ Update	
1. Asset	2. Activity	3. Year until Action is Needed	4. Cost of Activity	5. Reserve Required per Year
<i>Example: Totalizing flow meter, 2003</i>	<i>Replace</i>	<i>3</i>	<i>\$5,000</i>	<i>\$1,667</i>
WWTP ASSIST PUMP	Replace	13	\$10,779.20	\$829
WWTP ATTEND BUILDING	Replace	1	\$2,937.49	\$2,937
WWTP CHLORINATOR AND SULFUR DIOXIDE EQUIPMENT	Replace	1	\$28,784.82	\$28,785
WWTP CHLORINE AND SO2 CONTACT BASIN #1	Replace	9	\$1,318,037.48	\$146,449
WWTP CHLORINE AND SO2 CONTACT BASIN #2	Replace	21	\$590,602.50	\$28,124
WWTP CHLORINE AND SO2 EQUIPMENT FLOW PACING (PROPOSED)	Purchase New	9	\$5,574.74	\$619
WWTP CLARIFIER #1	Replace	50	\$3,002,913.88	\$60,058
WWTP CLARIFIER #2	Replace	24	\$2,783,365.65	\$115,974
WWTP COMMUNICATION TOWER SECTIONS	Replace	25	\$6,317.72	\$253
WWTP DECOMMISSIONED OXIDATION DITCH (OVERFLOW)	Repair Concrete	1	\$25,000.00	\$25,000



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management

BUDGET		
Worksheet for YEAR:		
Average Rate of Inflation	2.20%	Current U. S. inflation rate is averaged at 2.2%
Average Rate of Growth or Decline	0.215%	May be best estimate or based on 2010 census
Current Reserve Account	\$0.00	Funds carried over from previous year (cash on hand)
Item	Amount	Comments and notes
Sewer Charges	\$750,000.00	Revenue from sewer utility (all customers)
Usage Fees and Service Charges	\$50,000.00	Include late payments, forfeited deposits, surcharges, impact fees, tap fees, etc.
Current Revenue from Interest, and Other Income	\$0.00	Interest accrued from reserve account or other investments and other income
Total Revenue	\$800,000.00	
Regular Maintenance and Repair	\$219,500.00	Cost of performing regular or routine maintenance and repair on equipment. This includes vehicle maintenance and fuel.
Utilities, Rent, and Other Overhead	\$200,714.00	Other overhead may include billing, building maintenance, cleaning, etc.
Salaries and Benefits	\$300,417.00	Include administrative and operations staff
Operating Supplies	\$8,900.00	Operating supplies not classified elsewhere. This includes safety gear or equipment, uniforms, janitorial expenses, etc.
Equipment Leases, Purchases, and Repairs	\$41,416.00	Include all equipment leases
Chemicals	\$35,000.00	Chemicals expensed in prior years, but not used, should be included for initial budgets
Monitoring and Testing	\$25,000.00	Include laboratory fees for projected monthly and annual sampling requirements
Insurance and Bonds	\$4,441.00	Costs of insuring buildings, equipment, etc.
Professional Services	\$15,000.00	Accounting, legal, engineering, and other professional fees
Training Costs and Licenses	\$5,000.00	Cost of operator training courses and license renewal fees
Security	\$0.00	Cost of maintaining security related items (fencing, alarms, etc.)
Debt payments	\$0.00	Include interest paid on debt
Transfer to Reserved Funds for Capital Expenditures	\$0.00	Amounts transferred to capital expenditures
Other	\$9,000.00	List other expenses not classified elsewhere. This includes computers, public notices, postage, printing, etc.
Total Expenses	\$864,388.00	
Net Income Budgeted	-\$64,388.00	



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management

Projected Capital Expenses									
Asset	Cost	Year Needed	No. of Years Until Action Needed	Reserve per Year	Reserve per Year	Reserve per Year	Reserve per Year	Reserve per Year	
				1	2	3	4	5	Total
WWTP ASSIST PUMP	\$10,779.20	13	13	\$829.17	\$829.00	\$829.00	\$829.00	\$829.00	\$4,145.17
WWTP ATTEND BUILDING	\$2,937.49	1	1	\$2,937.49	\$0.00	\$0.00	\$0.00	\$0.00	\$2,937.49
WWTP CHLORINATOR	\$28,784.82	1	1	\$28,784.82	\$0.00	\$0.00	\$0.00	\$0.00	\$28,784.82
WWTP CHLORINE AND	#####	9	9	\$146,448.61	\$146,449.00	\$146,449.00	\$146,449.00	\$146,449.00	\$732,244.61
WWTP CHLORINE AND	\$590,602.50	21	21	\$28,123.93	\$28,124.00	\$28,124.00	\$28,124.00	\$28,124.00	\$140,619.93
WWTP CHLORINE AND	\$5,574.74	9	9	\$619.42	\$619.00	\$619.00	\$619.00	\$619.00	\$3,095.42
WWTP CLARIFIER #1	#####	50	50	\$60,058.28	\$60,058.00	\$60,058.00	\$60,058.00	\$60,058.00	\$300,290.28
WWTP CLARIFIER #2	#####	24	24	\$115,973.57	\$115,974.00	\$115,974.00	\$115,974.00	\$115,974.00	\$579,869.57
WWTP COMMUNICATION	\$6,317.72	25	25	\$252.71	\$253.00	\$253.00	\$253.00	\$253.00	\$1,264.71
WWTP DECOMMISSIONED	\$25,000.00	1	1	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management

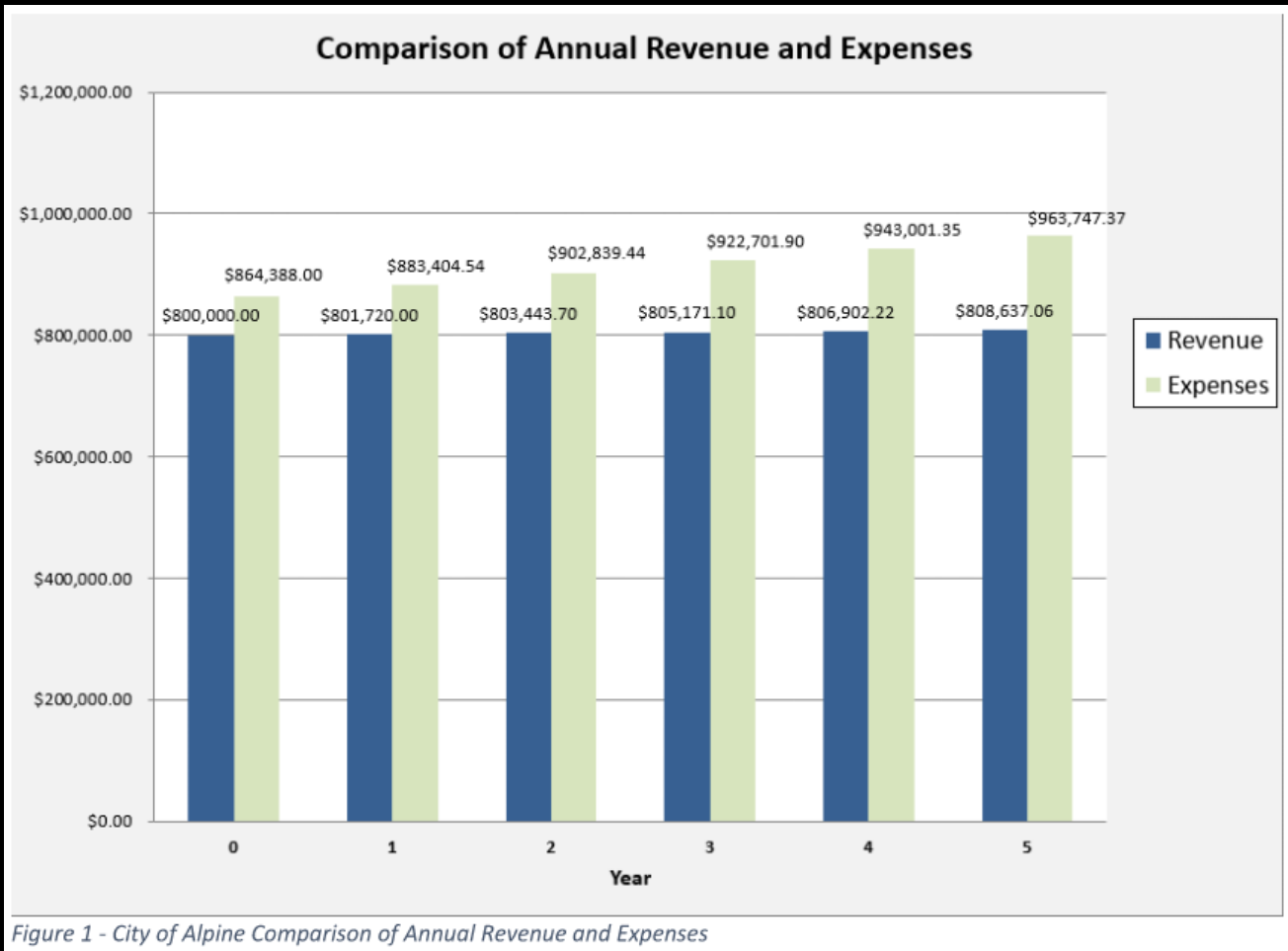
Projected Revenues and Expenses Spreadsheet						
Year	0	1	2	3	4	5
Inflation		2.20%	2.20%	2.20%	2.20%	2.20%
Growth (based on 2010 census or estimated projections)		0.22%	0.22%	0.22%	0.22%	0.22%
CAPITAL EXPENDITURES BUDGET:						
Total Revenues	\$800,000.00	\$801,720.00	\$803,443.70	\$805,171.10	\$806,902.22	\$808,637.06
Total Expenses (from Budget)	\$864,388.00	\$883,404.54	\$902,839.44	\$922,701.90	\$943,001.35	\$963,747.37
Current Year Net Income	(\$64,388.00)	(\$81,684.54)	(\$99,395.74)	(\$117,530.80)	(\$136,099.13)	(\$155,110.32)
Reserve Account (beginning of year carry over)	\$0.00	(\$64,388.00)	(\$146,072.54)	(\$245,468.27)	(\$362,999.08)	(\$499,098.20)
Secured Funding	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
End of Year Reserves	(\$64,388.00)	(\$146,072.54)	(\$245,468.27)	(\$362,999.08)	(\$499,098.20)	(\$654,208.52)
Projected Savings Needed for Capital Expenses		\$8,851,417.16	\$954,139.00	\$943,123.00	\$934,929.00	\$933,855.00
Shortfall in Reserved Savings		(\$8,997,489.70)	(\$1,199,607.27)	(\$1,306,122.08)	(\$1,434,027.20)	(\$1,588,063.52)
PROJECTED RATE INCREASE NEEDED						
*Monthly Rate Increase per Connection	2524	\$ (297.06)	\$ (39.61)	\$ (43.12)	\$ (47.35)	\$ (52.43)

* An independent rate study should be conducted for actual rate increases.



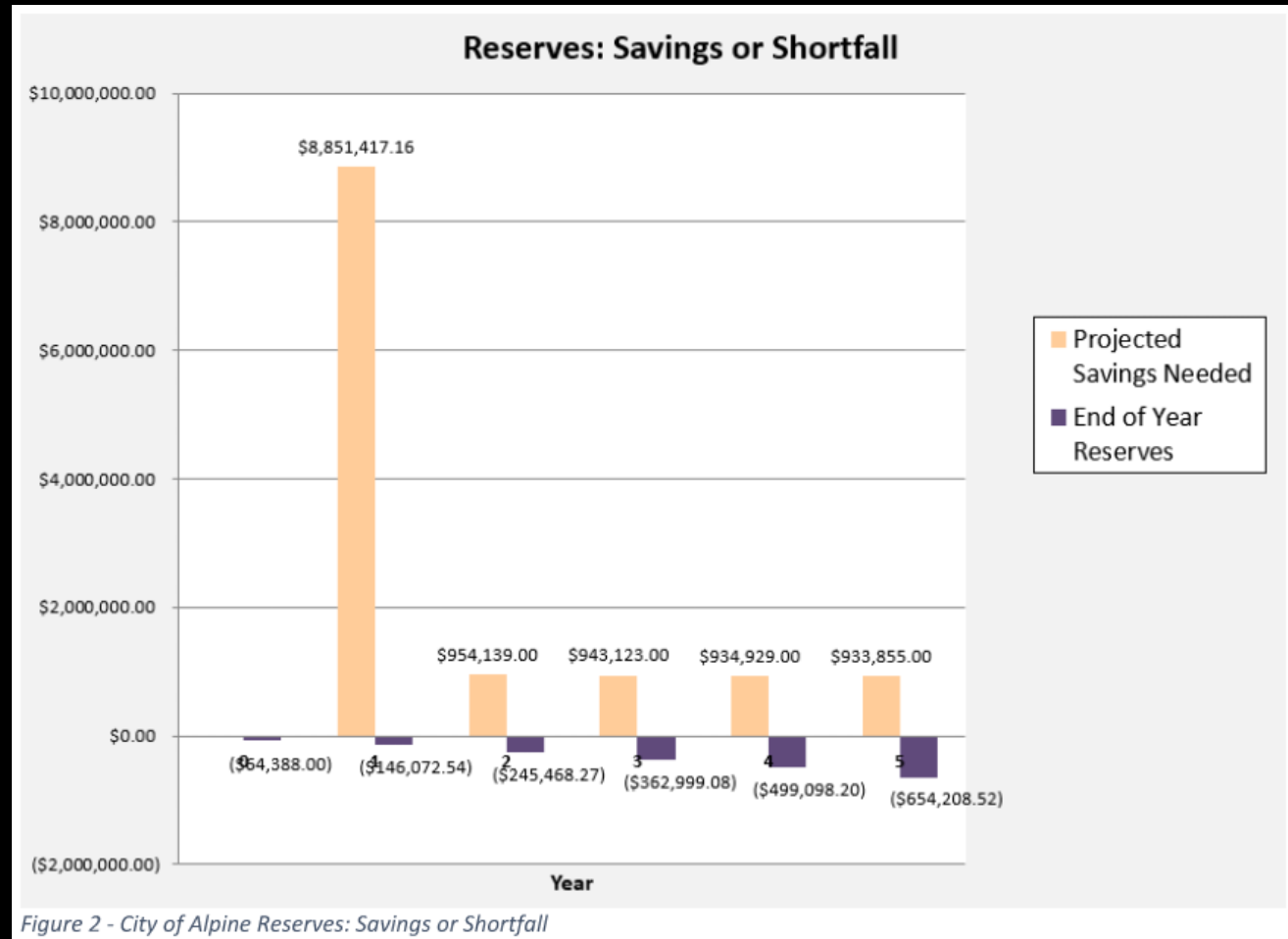
City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management



City of Alpine Wastewater Workshop (Oct. 21, 2025)

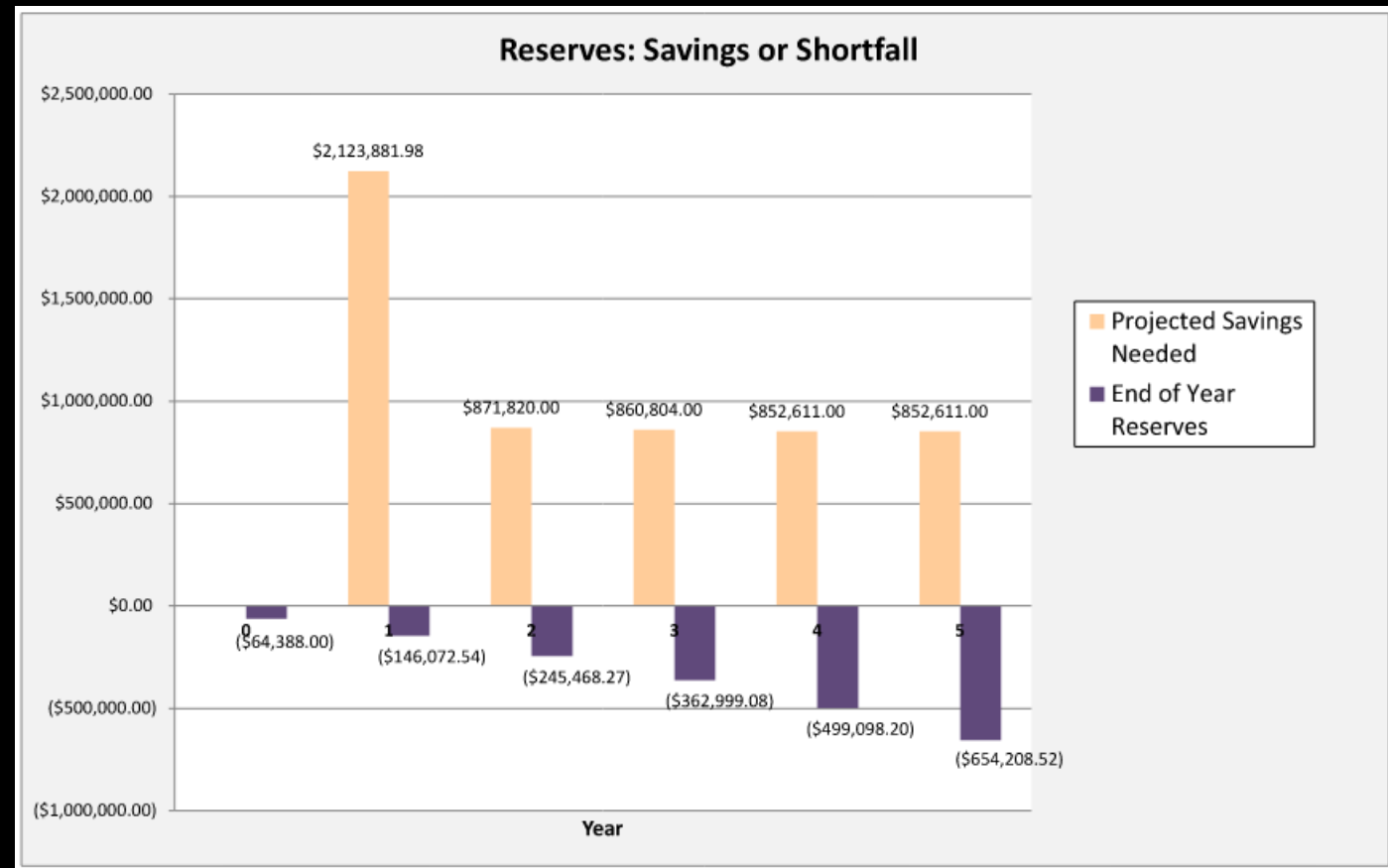
Asset Management



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management

Appendix J. RG-530 Analysis Excluding Pipe and Manholes



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management

- Asset Management Implementation Plan
 - GIS Asset Management (Ongoing)
 - RG-530 Spreadsheet Asset Management (Ongoing / Annually)
 - Budgeting (Annually)
 - Pipe and Manhole Condition Assessment (2026)
 - Grant and Low Interest Loan Application (Ongoing)
 - Rate Study (2027, after Pipe and Manhole Condition Assessment)



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management

- Sewer Manhole and Pipe Inspections



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management

- Sewer Manhole and Pipe Inspections

 YOUR LOGO GOES HERE

Organisation: ☐ Template Library
Project: Example Template Project
Team: Example Team

Template ID: DP-QUAL-0050
Template Version: 3 Form Version: 2
Form created: Friday, 27 September 2019, 2:37:25 pm

Pipe Inspection Checklist

Automated Form Number: ---DP-QUAL-0050-1

Note: Piping systems also include injection points, pumps, compressors, valves, filters, tubing and tube fittings, connected mechanical equipment, instrumentation, and pipe support systems

Identification

ID			
Circuit Unique ID #	Piping Line Number/Name	Piping System Name	Building (Where applicable)
CD-0012	Z3 Pipeline	D3-Clan	Zinga

Date of Inspection: Thursday, 19 September 2019, 8:00:00 am

Work Order Number: WO-01-0190

Pipe Specification Number: PIP-00123

Inspector Details

Inspector Name	Employee Number	Phone #
Dave Hodgson	INSP-0011	0400123456

Field Identification

Checkbox	Is piping labeled/tagged w/Equipment ID#?	Yes	Comment:
Checkbox	Is pipeline adequately identified?	Yes	Comment:
Checkbox	Are labels/tags readable?	No	Comment:
Checkbox	Do labels/tags need replacing?	Yes	Comment: Tags and label in outdoor zone need replacing from sun damage

Leaks

Checkbox	Any leaks from the process?	No	Comment:
Checkbox	Any leaks from steam tracing?	No	Comment:
Checkbox	Are any valves leaking?	Yes	Comment: Valve C3 needs replacing ASAP
Checkbox	Any leaks at leak repair clamps?	No	Comment:
Checkbox	Any evidence of past leaks?	Yes	Comment: Known leaks which have been rectified

Pipe support

Generated with [gaahqjvot.com](#)

Printed version is uncontrolled
Page 1 of 3

This PDF was created at
Friday, 27 September 2019, 2:48:50 pm

 HYDROMAX USA
Address: 1001 4th Street, Suite 100, Lawrence, KS 66044

 City of Lawrence



MANHOLE INSPECTION REPORT

Lawrence, IN

MH ID:	0007-0007	Status:	Inspected	Inspected By:	US	Date:	01/17/2020	Time:	2:30 PM
Address/Location:	1001 4th Street, Suite 100, Lawrence, IN 47404								
Weather:	Dry	Wet Change To:	No	Potential for Rainfall:	Slowing				
Location Type:	Light Highway	Relative Impact To:	High	Surcharge Evidence:	No				
Surface Type:	Concrete/Gravel	Relative Grade To:	0	Surcharge Height To:	0				

Location Map

Access Photo

Manhole Photo

DEFECT SUMMARY

Surface and Infiltration Defect:	☒ Yes	Structural Defect:	☐ No	Operation and Maintenance Defect:	☒ Yes
----------------------------------	---	--------------------	-----------------------------	-----------------------------------	---

MANHOLE COMPONENTS

Cover Material:	Iron	Adjustment Ring:	No	Roach Present:	Yes
Cover Type:	Grid	Frame Material:	Iron	Roach Material:	Found in Place
Cover Diameter (in):	24	Chimney Material:	Brick	Number of Steps:	0
Cover Fit:	Good	Chimney Depth (in):	14	Step Material:	None
Invert:	No	Cave Material:	Plastic	Channel Installed:	Yes
Invert Material:	None	Cave Type:	Control Channel	Channel Material:	Unfilled Clay
Number of Vents:	0	Well Material:	None	Channel Exposure:	Full Depth
Well Hole Diameter (in):	14	Well Diameter (in):	0		

Comments: ...

MH ID: 0007-0007



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management

- Sewer Manhole Rehabilitation
- Epoxy
- Cementitious
- Resinous



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management

- Sewer Pipe
Rehabilitation
- Cured-in-Place
Pipe Line (CIPP)
- Pipe Bursting
- Sliplining
- Pipe Coating



City of Alpine Wastewater Workshop (Oct. 21, 2025)

Asset Management

- Asset Management Recommendations
 - Annual Presentation to City Council
 - GIS Asset Management
 - RG-530 Spreadsheet Asset Management
 - Budgeting
 - Pipe and Manhole Condition Assessment
 - Grant and Low Interest Loan Application
 - Rate Study
 - Maintain and Update the Asset Management
 - Implement a Fiscal Sustainability Plan



CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 4A

Department: Office of the City Secretary

Sponsor: Geoffrey Calderon, City Secretary

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

Staff Recommendation: None



AGENDA ITEM

Public Hearing to obtain citizen views and comments regarding the first and final reading of Ordinance 2025-10-01, an ordinance amending the Fiscal Year 2025-2026 budget to appropriate funds for water infrastructure improvements; providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date.

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

APPROVERS

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

Approved - 10/10/2025
Final Approval - 10/10/2025

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 4B

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: None



AGENDA ITEM

Public Hearing to obtain citizen views and comments regarding the first and final reading of Ordinance 2025-10-02, amending the Fiscal Year 2025-2026 budget to appropriate funds for the street department to incorporate additional positions; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date.

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

APPROVERS

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

Approved - 10/10/2025
Final Approval - 10/10/2025

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 4C

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: None



AGENDA ITEM

Public Hearing to obtain citizen views and comments regarding the first and final reading of Ordinance 2025-10-03, amending the Fiscal Year 2025-2026 budget to appropriate additional funding for the Alpine Emergency Services Board to support the Alpine Volunteer Fire Department; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date.

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

APPROVERS

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

Approved - 10/10/2025
Final Approval - 10/10/2025

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 8A

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approval of the October 7, 2025 Water Workshop & Regular Meeting Minutes (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. 10-7-25 Workshop & Regular City Council 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 - 10/10/2025
Final Approval - 10/10/2025

City Of Alpine
REGULAR CITY COUNCIL MEETING
Tuesday, October 7, 2025 – 4:00 PM
Minutes

1. **WORKSHOP MEETING - 4:00 P.M.**

Mayor Catherine Eaves called the meeting to order at 4:00 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.

- A. Water Workshop: Planning session to discuss upcoming water projects, financial planning, and presentation by engineering firm Jacob | Martin.

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
Victoria Sanchez, Director of Finance
Mike Maciaz, Director of Utilities
Jessica Isley, Director of Building Service
Kera McDaniels, Permit Technician
Blake Edwards, Water Technician
Richard Wylie, Wastewater Operator
Isadora Garcia, Grant Writer

Not Present: None.

Others Present: 1 other attendee

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

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
Hon. Elizabeth Lewis, Municipal Judge
Abel Hinojos, Airport Supervisor
Jessica Isley, Building Official
Randy Guzman, Director of Gas
Richard Wylie, Wastewater Operator
Carmen Rodriguez, Customer Serv. Super
Adriana Holguin, Administrative Assistan
Alicia Fernbaugh, Court Clerk

Not Present: None.

Others Present: 8 other attendees

Mayor Eaves announced that a quorum of the City Council was present at the City Council Chambers and City Secretary, Geoffrey Calderon, reported that the meeting agenda was posted by 2:00 P.M. on October 1, 2025.

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.

- Norma Olivo, Ward 2, addressed the City Council regarding Action Item No. A.
- Cynthia Salas, Ward 2, addressed the City Council regarding Action Item No. C.
- Oscar Cobos, Ward 5, addressed the City Council regarding Information or Discussion Item No. D, the Executive Session Item A, and Executive Session Item B.

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.

Open (5:41 P.M.)

- A. Public Hearing to obtain citizen views and comments regarding the second and final reading of Ordinance 2025-09-01, an ordinance establishing a speed limit of 30 miles per hour on Gallego Avenue from South 1st Street to South 5th Street, pursuant to a traffic and engineering investigation, and providing for appropriate signage; providing for the following clauses: Findings of Fact, Establishment, Cumulative, Severability, Proper Notice & Meeting, Public Hearing, and Effective Date.

Public Comments: None.

Close (5:42 P.M.)

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.

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 items were added to the consent agenda.

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

No items were added to the Time-Sensitive Items portion of the agenda.

7. **TIME SENSITIVE ITEMS.**

8. **CONSENT AGENDA.**

- A. Approval of the September 9, 2025 Special Meeting Minutes (G. Calderon, Interim City Manager)
- B. Approval of the September 16, 2025 Regular Meeting Minutes (G. Calderon, Interim City Manager)

RESOLUTION 2025-10-03: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve, the City Council unanimously adopted the motion with all members present voting in favor.

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. Municipal Court Update by the Honorable Municipal Judge, Elizabeth Lewis, and Municipal Court Clerk, Alicia Fernbaugh. (G. Calderon, Interim City Manager)

The Honorable Judge Elizabeth Lewis and Municipal Court Clerk, Alicia Fernbaugh, addressed the City Council regarding updates in the Municipal Court.

11. **INFORMATION OR DISCUSSION ITEMS.**

- A. 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)

Andy Vecellio, Jacob | Martin, addressed the City Council regarding issues with the Skyway Gardens II development and ways to address infrastructure issues for the area.

- B. Discuss hiring Government Capital Securities Corporation as the City's Municipal Advisor. (G. Calderon, Interim City Manager)
- C. Discuss concerns with customers receiving blank or zero balance water bills, bill due dates, and past due notices regarding Utility Billing. (L. Escovedo, City Council)
- D. Discuss establishing a policy for the city funding non-profit organizations. (C. Eaves, Mayor)
- E. Discuss the letter of support for the Alpine Independent School District's \$2 million grant application to the Moody Foundation, aimed at enhancing early childhood education opportunities in Alpine and the surrounding region; and discuss potential amendments to the City Council Rules of Procedure ordinance to expressly authorize the Mayor to sign letters of support that do not obligate City funds and that promote collaboration with community partners. (C. Eaves, Mayor)
- F. Discuss the City of Alpine Fiscal Year 2025-2026 approved budget including the implications of allocation of the fund balance. (R. Stephens, City Council)

Mayor Eaves called a short recess. (6:51 P.M.)

The meeting resumed. (7:01 P.M.)

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 the second and final reading of Ordinance 2025-09-01, an ordinance establishing a speed limit of 30 miles per hour on Gallego Avenue from South 1st Street to South 5th Street, pursuant to a traffic and engineering investigation, and providing for appropriate signage; providing for the following clauses: Findings of Fact, Establishment, Cumulative, Severability, Proper Notice & Meeting, Public Hearing, and Effective Date. (L. Escovedo, City Council)

RESOLUTION 2025-10-04: On a motion by Councilor Lucy Escovedo and seconded by Councilor Robert Rückes to approve, the City Council unanimously adopted the motion with all members present voting in favor.

- B. Approve Resolution 2025-10-01, approving the final Wastewater System Asset Management Plan prepared by Jacob and Martin, LLC. (G. Calderon, Interim City Manager)

RESOLUTION 2025-10-05: On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to approve, the City Council unanimously adopted the motion with all members present voting in favor.

- C. Approve Resolution 2025-10-02, a resolution appointing members to the City of Alpine Grievance Committee pursuant to the City's Personnel Policies and Guidelines Handbook. (G. Calderon, Interim City Manager)

RESOLUTION 2025-10-06: On a motion by Councilor Richard Portillo and seconded by Councilor Eva Martinez to approve, the City Council unanimously adopted the motion with all members present voting in favor.

RESOLUTION 2025-10-06-A: On a motion by Councilor Robert Rückes and seconded by Councilor Richard Portillo to approve the following individuals to the Grievance Committee:

Cullen Monaco-Traylor
Victoria Sanchez
Councilor Rick Stephens

The City Council unanimously adopted the amendment with all members present voting in favor. The City Council subsequently adopted the original motion as amended.

- D. Approve the 2025-2026 Children's Advocacy Center of the Big Bend contract. (G. Calderon, Interim City Manager)

RESOLUTION 2025-10-07: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve, the City Council unanimously adopted the motion with all members present voting in favor.

E. Approve Public Works Department Job Descriptions:

- Assistant Director of Public Works
- Custodian
- Director of Public Works
- Mechanic and Maintenance Worker
- Parks Foreman
- Recreation Coordinator
- Service Worker I
- Service Worker II
- Service Worker III

(G. Calderon, Interim City Manager)

RESOLUTION 2025-10-08: On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portilo to approve, the City Council unanimously adopted the motion with all members present voting in favor.

RESOLUTION 2025-10-08-A: On a motion by Councilor Robert Rückes and seconded by Councilor Richard Portilo to amend the original motion to exclude the GED or High School Diploma and obtaining it within 1 year of hire for the Service Worker I, the City Council unanimously adopted the motion with all members present voting in favor.

F. Approve Public Utilities (Water & Wastewater) Job Descriptions:

- Assistant Director of Utilities
- Compliance Technician
- Director of Utilities (Approved 7/1/25)
- Utilities Foreman
- Utilities Technician I
- Utilities Technician II
- Utilities Technician III
- Wastewater Operator I
- Wastewater Operator II
- Wastewater Operator III (Wastewater Chief Operator)

(G. Calderon, Interim City Manager)

RESOLUTION 2025-10-09: On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to approve as presented, the City Council unanimously adopted the motion with all members present voting in favor.

G. Approve the Gibson, Ruddock, Patterson, LLC Letter of Engagement for the Fiscal Year 2024-2025 annual audit. (G. Calderon, Interim City Manager)

RESOLUTION 2025-10-10: On a motion by Councilor Rick Stephens and seconded by Councilor Eva Martinez to approve, the City Council unanimously adopted the motion with all members present voting in favor.

RESOLUTION 2025-10-10-A: On a motion by Councilor Rick Stephens and seconded by

Councilor Richard Portillo to approve extending the meeting past 9pm, the City Council unanimously adopted the motion with all members present voting in favor.

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.

14. **CITY COUNCIL MEMBER COMMENTS.**

RESOLUTION 2025-10-11: On a motion by Councilor Rick Stephens and seconded by Councilor Eva Martinez to recess into executive session, the City Council unanimously adopted the motion with all members present voting in favor. **(8:44 P.M.)**

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

- a. Review and discuss the Texas Disposal Systems contract terms. (R. Stephens, City Council)
- b. Discussion with the City Attorney regarding possible updates to the Grievance Procedure and the Personnel Policies and Guidelines Handbook. (L. Escovedo, City Council)

B. Personnel Matters § 551.074, Texas Government Code

- a. Discuss the vacancy for the City Manager position and take action to hire a City Manager. (C. Eaves, Mayor)
- 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.**

RESOLUTION 2025-10-12: On a motion by Councilor Rick Stephens and seconded by Councilor Eva Martinez to move into regular session, the City Council unanimously adopted the motion with all members present voting in favor. **(10:06 P.M.)**

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

RESOLUTION 2025-10-13: On a motion by Councilor Rick Stephens and seconded by Councilor Eva Martinez to offer Edgar Garcia the City Manager position with an annual salary of \$120,000 per year, the City Council unanimously adopted the motion with all members present voting in favor.

17. **ADJOURN.**

There being no further business, the meeting was adjourned by Mayor Eaves. (10:07 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 2:00 P.M. on October 1, 2025, and remained so posted for at least 3 business days preceding the scheduled time of the said meeting.

WITNESS MY HAND AND SEAL
this 1st day of October, 2025.



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



CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 8B

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approval of the September 2025 Office of the City Secretary (OCS) Report including Legislative Services, City Council Activities, Boards & Commissions Activities, Public Information, and Departmental Statistics and Updates. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. 9-2025 OCS Report FY 2025

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 - 10/10/2025

Final Approval - 10/10/2025

OFFICE OF THE CITY SECRETARY

SEPTEMBER 2025 ACTIVITY REPORT



LEGISLATIVE SERVICES & CITY COUNCIL ACTIVITIES

Legislative Services / City Council activities include preparing agendas, meeting packets, minutes, presentations, monthly reports, and many other types of documents for meetings. This also includes drafting ordinances, resolutions, proclamations and other documents for Legislative Services and other city departments. Each item that is included on a City Council agenda requires staff time for preparation prior to the meeting and execution time after the meeting.

Meeting Type	September 2025	FY 2025 YTD
Regular Meetings	2	23
Special Meetings	1	5
Workshops	2	11

Document Type	September 2025	FY 2025 YTD
Agendas Prepared/Posted	4	29
Packets Prepared/Posted	3	29
Minutes Completed/Approved	3	29

Agenda Items Processed	September 2025	FY 2025 YTD
Ordinances	4	25
Resolutions	6	41
Orders	0	6
Proclamations	0	18
Contracts/Agreements	3	15
Policy Revisions	0	6
General Special/Conditional Use Permit	1	2
Short Term Rental	0	10
Alcoholic Beverage Permit	0	8
Coin-Operated / Gameroom Permit	0	0
Rezone	0	3
Replat	0	5
Annexation	0	0
Variance	0	2
Board Appointments	0	6
Other	13	216

Enrolled (Passed) Documents	September 2025	FY 2025 YTD
Ordinances	3	23
Resolutions	6	41
Orders	0	6

APPROVED ORDINANCES.

Ordinance 2025-09-02: an ordinance amending the City of Alpine Fiscal Year 2024-2025 budget; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date. The City Council approved this item on September 16, 2025.

Ordinance 2025-09-03: an ordinance making appropriations for the support of the City of Alpine, Texas for the fiscal year beginning October 1, 2025, and ending September 30, 2026; appropriating money to a sinking fund to pay interest and principal on the City's indebtedness; adopting the annual budget of the City of Alpine, Texas for the fiscal year 2025-2026. The City Council approved this item on September 16, 2025.

Ordinance 2025-09-04: an ordinance approving the fiscal year 2025-2026 proposed tax rate of \$0.424737 per \$100 of assessed valuation for the fiscal year October 1, 2025 through September 30, 2026 for use and support of the municipal government of the City of Alpine, Texas. This tax rate will raise the same amount of revenue from property taxes as last year's tax rate. The City Council approved this item on September 16, 2025.

UNAPPROVED ORDINANCES – None.**APPROVED RESOLUTIONS.**

Resolution 2025-09-01: approving a resolution continuing collaborative improvement efforts for 2025-2026 between the City of Alpine and the Alpine Country Club to accompany the 2016 lease. The City Council approved this item on September 2, 2025.

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. The City Council approved this item on September 2, 2025.

Resolution 2025-09-03: a resolution nominating a City of Alpine representative to the Brewster County Appraisal District Board of Directors. The City Council approved this item on September 2, 2025.

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. The City Council approved this item on September 2, 2025.

Resolution 2025-09-15: a 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. The City Council approved this item on September 16, 2025.

Resolution 2025-09-16: a resolution authorizing the City to participate in the Fiscal Year 2026 Regional Solid Waste Project allocation RIOCOG managed program. The City Council approved this item on September 16, 2025.

UNAPPROVED RESOLUTIONS – None.

APPROVED SPECIAL USE PERMITS

Special Use Permit 2025-09-01: special use permit allowing the applicant, April McAnally, to establish a short term rental at 509 N. 6th St. The property owner of record is Elizabeth Rogers. The Parcel ID of the subject property is 12058. *The City Council approved this item on September 16, 2025.*

UNAPPROVED SPECIAL USE PERMITS – None.

APPROVED ORDERS – None.

APPROVED REPLATS – None.

APPROVED CONTRACTS / AGREEMENTS / REQUESTS FOR PROPOSALS / MISC.

Renew the Director of Tourism contract for one-year term. *The City Council approved this item on September 2, 2025.*

Approve the 2025-2026 Alpine Public Library Contract. *The City Council approved this item on September 16, 2025.*

Approve the 2025-2026 Family Crisis Center of the Big Bend Contract. *The City Council approved this item on September 16, 2025.*

WORKSHOPS & PRESENTATIONS

9-2-25: Budget Workshop to determine necessary amendments to the proposed budget ahead of official adoption.

9-30-25: Brewster County Joint Workshop to discuss the Dark Skies Ordinances, Community Branding and Joint Economic Development initiatives.

TRANSPARENCY IN GOVERNMENT: HEARINGS, LETTERS, & PUBLIC NOTICES

The City held 4 public hearings in September 2025. Additionally, we sent 7 letters to owners within 200 feet of properties where proposed zoning and land use changes were being considered.

Public Hearings	September 2025	FY 2025 YTD
No. of Hearings Conducted	4	68

Letters	September 2025	FY 2025 YTD
No. of Letters Sent	7	316

Official Newspaper Notices	September 2025	FY 2025 YTD
Notice of Public Hearing	4	34
Notice of Passed Ordinance	2	18
Misc. Public Notice (RFP, Workshop, Etc.)	1	10

PUBLIC INFORMATION REQUESTS

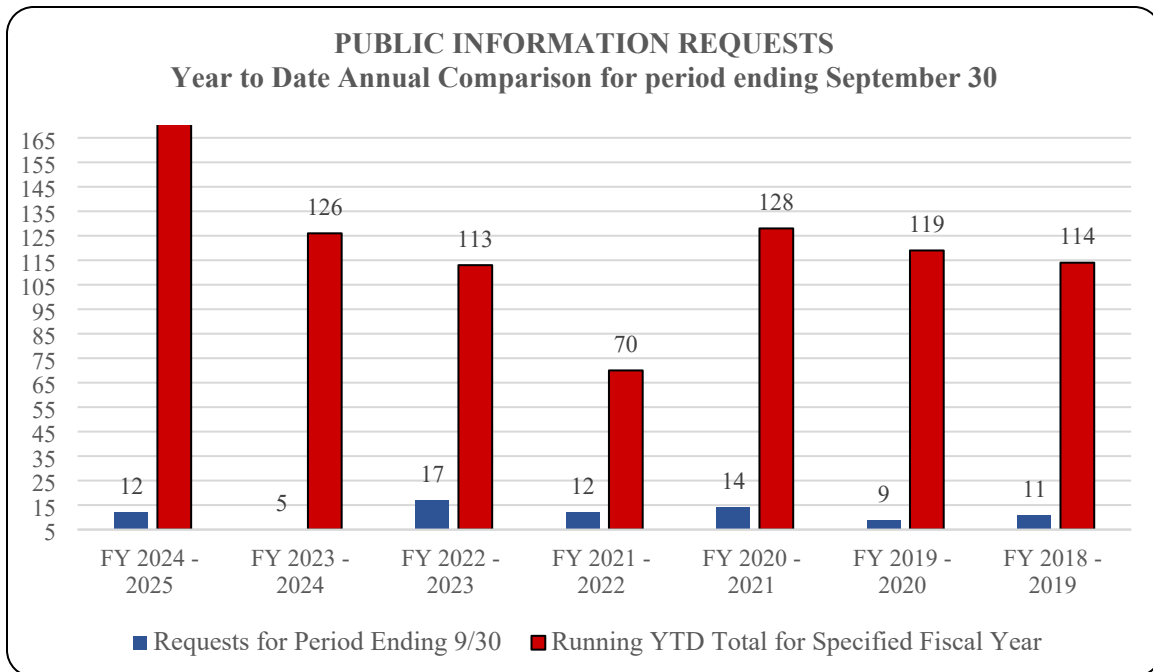
Public Information Requests	September 2025	FY 2025 YTD
Requests Received	12	171
Average Completion Time	2.16 days	3.04 days
Referred to Attorney General	0	0

Requests by Department	September 2025	FY 2025 YTD
Administration	1	28
Animal Services	-	4
Building Services / Planning / Code	1	22
Finance	1	17
Police	9	88
Public Works	-	-
Utilities	-	3
Utility Billing	-	-
Redirected to another agency	-	11

PUBLIC INFORMATION REQUESTS –

Year to Date Annual Comparison for period ending September 30.

Annual Comparison	Requests for Period Ending 9/30	Running YTD Total for Specified Fiscal Year
FY 2024 - 2025	12	171
FY 2023 - 2024	5	126
FY 2022 - 2023	17	113
FY 2021 - 2022	12	70
FY 2020 - 2021	14	128
FY 2019 - 2020	9	119
FY 2018 - 2019	11	114



BOARDS, COMMISSIONS, & COMMITTEES ACTIVITIES

Boards, Commissions, and Committees activities include preparing agendas, meeting packets, minutes, presentations, monthly reports, and many other types of documents for meetings. This also includes drafting ordinances and other documents for Legislative Services and other city departments. Each item that is included on a Board agenda requires staff time for preparation prior to the meeting and execution time after the meeting.

Document Type	September 2025	FY 2025 YTD
Agendas Prepared/Posted	0	26
Packets Prepared/Posted	0	24
Minutes Completed	0	19

Board Meetings Held	September 2025	FY 2025 YTD
Animal Advisory Board	0	3
Hotel Occupancy Tax Committee	0	3
Music Advisory Board	0	2
Parks and Recreation	0	6
Planning & Zoning	0	8
Building & Standards	0	0

Animal Advisory Board – None.

Hotel Occupancy Tax Committee. – None

Music Advisory Board – None.

Parks & Recreation Board. – None

Planning & Zoning Commission. – None.

Building & Standards Commission – None.

BOARD APPOINTMENTS, RESIGNATIONS, AND VACANCIES.

BOARD APPOINTMENTS – None.

BOARD RESIGNATIONS / REMOVAL – None.

BOARD VACANCIES

Parks & Recreation Board

Place 1

Place 3

Place 4

Building & Standards

Place 6

Place 7

TRAINING ACTIVITY & SPECIAL EVENTS — None.

ELECTION ACTIVITY – None.

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 8C

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approval of the 4th Quarter Fiscal Year 2025 Office of the City Secretary (OCS) Report including Legislative Services, City Council Activities, Boards & Commissions Activities, Public Information, and Departmental Statistics and Updates. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. Quarter 4 FY 2025 OCS Report

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 - 10/10/2025

Final Approval - 10/10/2025

OFFICE OF THE CITY SECRETARY
FISCAL YEAR 2025 QUARTER 4 SUMMARY REPORT



LEGISLATIVE SERVICES & CITY COUNCIL ACTIVITIES

Legislative Services / City Council activities include preparing agendas, meeting packets, minutes, presentations, monthly reports, and many other types of documents for meetings. This also includes drafting ordinances, resolutions, proclamations and other documents for Legislative Services and other city departments. Each item that is included on a City Council agenda requires staff time for preparation prior to the meeting and execution time after the meeting.

Meeting Type	Q4 2025	FY 2025 YTD
Regular Meetings	6	23
Special Meetings	2	5
Workshops	3	11

Document Type	Q4 2025	FY 2025 YTD
Agendas Prepared/Posted	10	29
Packets Prepared/Posted	9	29
Minutes Completed/Approved	9	29

Agenda Items Processed	Q4 2025	FY 2025 YTD
Ordinances	7	25
Resolutions	12	41
Orders	0	6
Proclamations	2	18
Contracts/Agreements	5	15
Policy Revisions	0	6
General Special/Conditional Use Permit	2	2
Short Term Rental	0	10
Alcoholic Beverage Permit	0	8
Coin-Operated / Gameroom Permit	0	0
Rezone	1	3
Replat	2	5
Annexation	0	0
Variance	1	2
Board Appointments	3	6
Other	67	216

Enrolled (Passed) Documents	Q4 2025	FY 2025 YTD
Ordinances	6	23
Resolutions	12	41
Orders	0	6

APPROVED ORDINANCES.

Ordinance 2025-07-01: an ordinance amending Appendix C – Zoning to the Alpine Code of Ordinances; Establishing proposed updates to include amendments to general zoning regulations, land use, acceptable uses, unacceptable uses, minimum standards, processes, permits, and general zoning issues in the city; Repealing Chapter 78 – Signs; Establishing a new section in Appendix C – Zoning, providing for the regulation of signs within the corporate city limits of Alpine; Providing the establishment of up to a \$2,000 penalty per occurrence for violations of the ordinance; And providing for the following: Findings of Fact, Enactment, Repealer, Penalty, Savings, Severability, Proper Notice and Meeting, and Effective Date clauses. *The City Council approved this item on July 15, 2025.*

Ordinance 2025-07-02 an ordinance of the city council of the City of Alpine, Texas amending the City of Alpine FY 2024-2025 budget; providing for the following clauses: findings of fact, cumulative, proper notice and meeting, and effective date. *The City Council approved this item on August 5, 2025.*

Ordinance 2025-08-01: an ordinance of the city council of the city of Alpine, Texas 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. *The City Council approved this item on August 19, 2025.*

Ordinance 2025-09-02: an ordinance amending the City of Alpine Fiscal Year 2024-2025 budget; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date. *The City Council approved this item on September 16, 2025.*

Ordinance 2025-09-03: an ordinance making appropriations for the support of the City of Alpine, Texas for the fiscal year beginning October 1, 2025, and ending September 30, 2026; appropriating money to a sinking fund to pay interest and principal on the City's indebtedness; adopting the annual budget of the City of Alpine, Texas for the fiscal year 2025-2026. *The City Council approved this item on September 16, 2025.*

Ordinance 2025-09-04: an ordinance approving the fiscal year 2025-2026 proposed tax rate of \$0.424737 per \$100 of assessed valuation for the fiscal year October 1, 2025 through September 30, 2026 for use and support of the municipal government of the City of Alpine, Texas. This tax rate will raise the same amount of revenue from property taxes as last year's tax rate. *The City Council approved this item on September 16, 2025.*

UNAPPROVED ORDINANCES – None.

APPROVED RESOLUTIONS.

Resolution 2025-06-20-F: approve the ratification of the resolution appointing Geoffrey R. Calderon as Interim City Manager. *The City Council approved this item on July 1, 2025.*

Resolution 2025-08-01: approving the Total Administrative Services Corporation Health Reimbursement Arrangement employee benefit for Fiscal Year 2025-2026. *The City Council approved this item on August 5, 2025.*

Resolution 2025-08-02: designating authorized signatories for the utility payment clearing account at West Texas National Bank and affirming the city's check signing policy. The City Council approved this item on August 5, 2025.

Resolution 2025-08-18: 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 Proving an effective Date thereof. The City Council approved this item on August 19, 2025.

Resolution 2025-08-19: approving the 2026-2030 Capital Improvement Plan. The City Council approved this item on August 19, 2025.

Resolution 2025-08-20: 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. The City Council approved this item on August 19, 2025.

Resolution 2025-09-01: approving a resolution continuing collaborative improvement efforts for 2025-2026 between the City of Alpine and the Alpine Country Club to accompany the 2016 lease. The City Council approved this item on September 2, 2025.

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. The City Council approved this item on September 2, 2025.

Resolution 2025-09-03: a resolution nominating a City of Alpine representative to the Brewster County Appraisal District Board of Directors. The City Council approved this item on September 2, 2025.

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. The City Council approved this item on September 2, 2025.

Resolution 2025-09-15: a 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. The City Council approved this item on September 16, 2025.

Resolution 2025-09-16: a resolution authorizing the City to participate in the Fiscal Year 2026 Regional Solid Waste Project allocation RIOCOG managed program. The City Council approved this item on September 16, 2025.

UNAPPROVED RESOLUTIONS – None.

APPROVED SPECIAL USE PERMITS

Special Use Permit 2025-07-01: a special use permit allowing the applicant, Alex Ponton, to establish a short term rental at 208 N. Cockrell Street. The property owner of record is PBE Services LLC. The Parcel ID of the subject property is 10656. The City Council approved this item on July 15, 2025.

Special Use Permit 2025-09-01: special use permit allowing the applicant, April McAnally, to establish a short term rental at 509 N. 6th St. The property owner of record is Elizabeth Rogers. The Parcel ID of the subject property is 12058. The City Council approved this item on September 16, 2025.

UNAPPROVED SPECIAL USE PERMITS – None.

APPROVED ORDERS – None.

APPROVED REPLATS

Replat 2025-07-01: a replat application which would allow the applicant, Horticultural Consulting, LLC, to reflect the updated ownership of a recently purchased portion of public property. The subject property is located at or about 508 S. 5th Street and is legally described as a replat Lot 5, Block 1, J.W. Ferguson's Second Addition to the City of Alpine, Subdivision Plat on file in Envelope 96, Plat Records of Brewster County Texas. The record property owner is Horticultural Consulting, LLC. The Parcel ID of the subject property is 10378. The current zoning classification of the property is R-3 Apartment District. If the replat is approved the zoning classification of the subject property will remain R-3 Apartment District. The City Council approved this item on July 1, 2025.

Replat 2025-08-01: a replat application which would allow the applicant, Michael & Lynn McCarson, to reflect the updated ownership of a recently purchased portion of public property. The subject property is located at or about the corner of West Brown Street and 16th Street and is legally described as a replat Block 1 to 6, Colima Addition to the City of Alpine, Subdivision Plat on file in Envelope 67, Plat Records of Brewster County Texas. The record property owner is Michael Freeman McCarson & Elizabeth Lynn McCarson. The Parcel ID of the subject property is 10309, 10310, 10311, 10312, 10313 and 10314. The current zoning classification of the property is R-2 Two Family District. If the replat is approved the zoning classification of the subject property will remain R-2 Two Family District. The City Council approved this item on August 5, 2025.

APPROVED CONTRACTS / AGREEMENTS / REQUESTS FOR PROPOSALS / MISC.

Renew the Director of Tourism contract for one-year term. The City Council approved this item on September 2, 2025.

Approve the 2025-2026 Alpine Public Library Contract. The City Council approved this item on September 16, 2025.

Approve the 2025-2026 Family Crisis Center of the Big Bend Contract. The City Council approved this item on September 16, 2025.

WORKSHOPS & PRESENTATIONS

8-26-25: Approve a record vote on the proposed tax rate for the Fiscal Year 2025-2026 to be incorporated into the budget ahead of official adoption.

9-2-25: Budget Workshop to determine necessary amendments to the proposed budget ahead of official adoption.

9-30-25: Brewster County Joint Workshop to discuss the Dark Skies Ordinances, Community Branding and Joint Economic Development initiatives.

TRANSPARENCY IN GOVERNMENT: HEARINGS, LETTERS, & PUBLIC NOTICES

The City held 14 public hearings in Quarter 4. Additionally, we sent 73 letters to owners within 200 feet of properties where proposed zoning and land use changes were being considered.

Public Hearings	Q4 2025	FY 2025 YTD
No. of Hearings Conducted	14	68

Letters	Q4 2025	FY 2025 YTD
No. of Letters Sent	73	316

Official Newspaper Notices	Q4 2025	FY 2025 YTD
Notice of Public Hearing	7	34
Notice of Passed Ordinance	6	18
Misc. Public Notice (RFP, Workshop, Etc.)	4	10

PUBLIC INFORMATION REQUESTS

Public Information Requests	Q4 2025	FY 2025 YTD
Requests Received	44	171
Average Completion Time	2.31 days	2.97 days
Referred to Attorney General	0	0

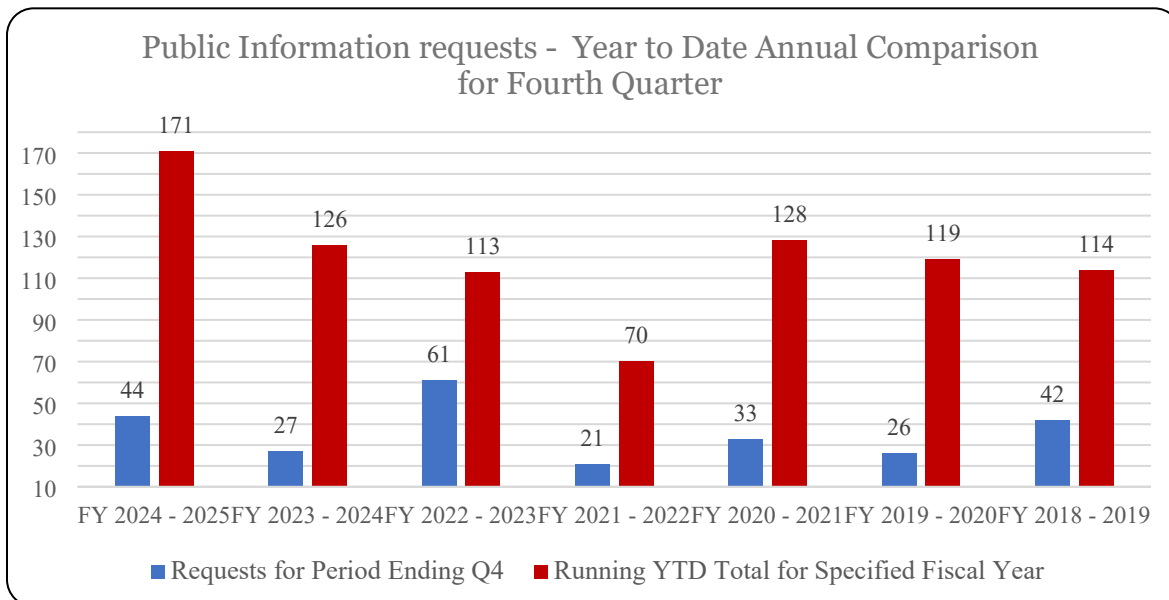
Requests by Department	Q4 2025	FY 2025 YTD
Administration	2	28
Animal Services	4	4
Building Services / Planning / Code	4	22
Finance	9	17
Police	21	88
Public Works	-	-
Utilities	1	3
Utility Billing	-	-
Redirected to another agency	3	11

PUBLIC INFORMATION REQUESTS –

Year to Date Annual Comparison for period ending Quarter 4.

Annual Comparison	Requests for Period Ending Q4	Running YTD Total for Specified Fiscal Year
FY 2024 - 2025	44	171
FY 2023 - 2024	27	126
FY 2022 - 2023	61	113

FY 2021 - 2022	21	70
FY 2020 - 2021	33	128
FY 2019 - 2020	26	119
FY 2018 - 2019	42	114



BOARDS, COMMISSIONS, & COMMITTEES ACTIVITIES

Boards, Commissions, and Committees activities include preparing agendas, meeting packets, minutes, presentations, monthly reports, and many other types of documents for meetings. This also includes drafting ordinances and other documents for Legislative Services and other city departments. Each item that is included on a Board agenda requires staff time for preparation prior to the meeting and execution time after the meeting.

Document Type	Q4 2025	FY 2025 YTD
Agendas Prepared/Posted	3	26
Packets Prepared/Posted	3	24
Minutes Completed	2	19

Board Meetings Held	Q4 2025	FY 2025 YTD
Animal Advisory Board	0	3
Hotel Occupancy Tax Committee	0	3
Music Advisory Board	1	2
Parks and Recreation	1	6
Planning & Zoning	1	8
Building & Standards	0	0

Animal Advisory Board – None.

Hotel Occupancy Tax Committee. – None

Music Advisory Board

The Music Advisory Board met on July 22nd to discuss the Texas Music Incubator Rebate Program, Music Education & Community Programs Grants & the Big Bend Music Industry Directory.

Parks & Recreation Board.

The Parks & Recreation Board met on August 13th to discuss the current conditions, maintenance, and upkeep of city parks, fields, and other parks and recreation facilities in the city.

Planning & Zoning Commission.

The Planning & Zoning Commission met on July 28th to discuss:

Variance 2025-08-01: a variance application that would allow the applicants, Alvaro Martinez and Elizabeth Martinez, to establish a variance to the setback requirements of the subject property (502 S. 5th St) This variance would allow the subject property 0 feet of setback from the structure to the property line, which typically does not meet the requirements for a residential lot under the city's code.

Replat 2025-08-01: a replat application which would allow the applicants, Michael & Lynn McCarson, to reflect the updated ownership of a recently purchased portion of public property (Corner of west Brown St & 16th St) The current zoning classification of the property is R-2 Two Family District. If the replat is approved the zoning classification of the subject property will remain R-2 Two Family District.

Rezone 2025-08-01: a rezone application allowing the applicant, Melinda Vega, to establish a commercial rental at the subject property (601 S. Walker) and approve a recommendation regarding a zoning designation (C-0 Office Services District).

Building & Standards Commission – None.

BOARD APPOINTMENTS, RESIGNATIONS, AND VACANCIES.

BOARD APPOINTMENTS

Parks & Recreation Board

Place 2: Donny Greenway
Place 7: Joseph Torres

Hotel Occupancy Tax Committee

Place 1: Kari Wilson

BOARD RESIGNATIONS / REMOVAL – None.

BOARD VACANCIES

Parks & Recreation Board

Place 1
Place 3
Place 4

Building & Standards

Place 6
Place 7

TRAINING ACTIVITY & SPECIAL EVENTS — None.

ELECTION ACTIVITY – None.

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 8D

Department: Office of the City Manager

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



AGENDA ITEM

Approval of Fiscal Year 2024 - 2025 3rd and 4th Quarter Investment Reports. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. City of Alpine 3rd Quarter Investment Report
2. City of Alpine 4th Quarter Investment Report

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 - 10/14/2025
Final Approval - 10/14/2025



City of Alpine
Quarterly Investment Report
Quarter Ending June 30, 2025
3rd Quarter

Prepared for the City of Alpine Mayor and Council

In accordance with Section 2256.023 Internal management Reports of the Public Funds Investment Act.

This quarterly report is in full compliance with the investment strategy as established for the City of Alpine's funds in the City of Alpine Investment Policy as adopted by Resolution 2024-05-10; and meets the reporting requirements mandated by the Public Funds Investment Act of the Texas Government Code Chapter 2256 as amended.

Victoria Sanchez
Investment Officer/Director of Finance



City of Alpine
FY 2024-2025 Quarterly Investment Report
3rd Quarter Ending June 30, 2025

ACCOUNT TYPE	FUND DISTRIBUTION	PURCHASE DATE	MATURITY DATE	AVERAGE MONTHLY YIELD AS OF 6/30/2025	QUARTER BEGINNING BALANCE	INTEREST/DIVIDEND EARNED	TOTAL CONTRIBUTIONS (WITHDRAWALS)	NET CHANGE	ENDING BALANCE	
									BOOK VALUE AS OF 6/30/2025	MARKET VALUE AS OF 6/30/2025

TexStar: City of Alpine (X-1110)- Investment Pool

General Fund	All Funds	N/A	On Demand	4.2844%	\$1,538,731.15	\$22,209.68	\$1,773,685.33	\$1,795,895.01	\$3,334,626.16	\$3,334,626.16
Total					\$1,538,731.15	\$22,209.68	\$1,773,685.33	\$1,795,895.01	\$3,334,626.16	\$3,334,626.16

Resolution 2021-12-01 - 1st Payment of ARPA (\$741,127.78) - Dedicated to Wastewater
Collateral Limits Reached at WTNB - Transferred \$500,000 May 17, 2022 from General Fund - Council notified.
Collateral Limits Reached at WTNB - Transferred 2nd Payment of ARPA (\$742,592.47)
Resolution 2024-06-01 2nd Payment of ARPA (\$742,592.47) - Dedicated to Wastewater

Texas CLASS: City of Alpine (X-0518) - Texas Cooperative Liquid Assets Securities System Trust

0001 - HOT Reserves	Tourism	8/11/2015	On Demand	4.4021%	\$98,269.39	\$1,087.63	\$0.00	\$1,087.63	\$99,357.02	\$99,357.02
0002 - Airport Reserves	Airport	8/10/2015	On Demand	4.4021%	\$6,241.00	\$69.12	\$0.00	\$69.12	\$6,310.12	\$6,310.12
0003 - Capital Improvements	General Fund	7/27/2016	On Demand	4.4021%	\$271,929.68	\$3,009.67	\$0.00	\$3,009.67	\$274,939.35	\$274,939.35
	Road Repair									
0004 - Creek Trail Reserves	General Fund	07/17/017	On Demand	4.4021%	\$260,658.76	\$2,884.90	\$0.00	\$2,884.90	\$263,543.66	\$263,543.66
	Splash Pad				\$50,000.00					
	Generators				\$207,787.97					
0005 - Fire Department Assistance Reserves	General Fund - Fire	7/17/2017	On Demand	4.4021%	\$214,518.27	\$2,374.24	\$0.00	\$2,374.24	\$216,892.51	\$216,892.51
0006 - Water/Sewer Infrastructure Reserves	Water/Sewer	6/20/2017	On Demand	4.4021%	\$1,027,083.26	\$11,367.64	\$0.00	\$11,367.64	\$1,038,450.90	\$1,038,450.90
	Lift Station Repairs \$117,742.11 RB 03 Reserve Closed - Resolution - Holiday Inn Lift Station Repairs									
0007 - Pueblo Nuevo Park Project	Pueblo Nuevo	9/27/2022	On Demand	4.4021%	\$166,238.60	\$1,839.89	\$0.00	\$1,839.89	\$168,078.49	\$168,078.49
	City Match									
Total					\$2,044,938.96	\$22,633.09	\$0.00	\$22,633.09	\$2,067,572.05	\$2,067,572.05

This quarterly report is in full compliance with the investment strategy as established for the City of Alpine's funds in the City of Alpine Investment Policy as adopted by Resolution 2024-05-10; and meets the reporting

Joint review for City of Alpine Mayor and Council as per Texas Government Code Section 2256.023 - Internal Management

Prepared and submitted by:

Victoria Sanchez
Investment Officer/Director of Finance

Grisell Gonzalez
Investment Officer/Finance Clerk

Victoria Sanchez
Investment Officer/Director of Finance

Friday, October 10, 2025

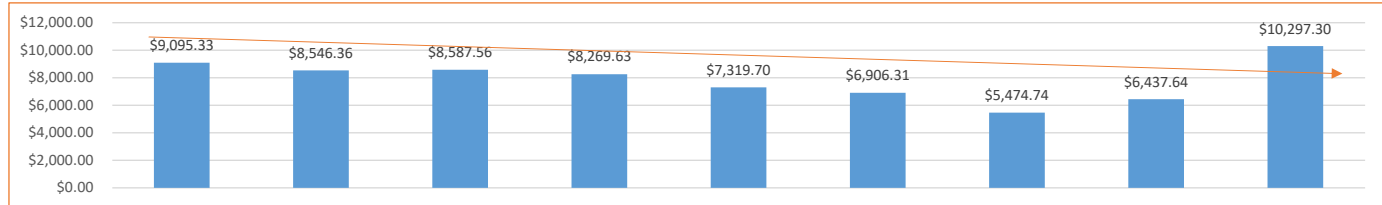


City of Alpine
Investment Earnings/Dividends Cumulative Report
FY: 2024-2025

TexStar: City of Alpine (X-1110)

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Average Monthly Yield:	4.8722%	4.7112%	4.5642%	4.3896%	4.3625%	4.3394%	4.3288%	4.2954%	4.2844%				3.3456%

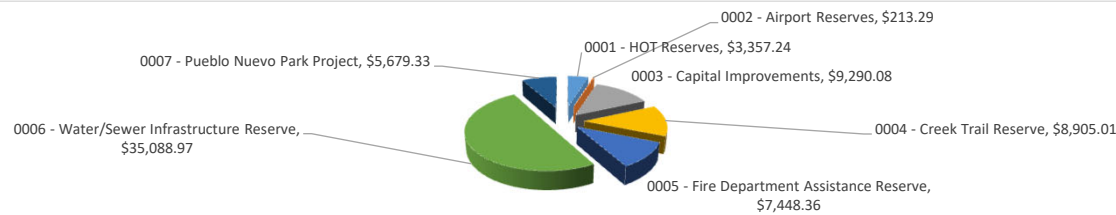
General Fund	\$9,095.33	\$8,546.36	\$8,587.56	\$8,269.63	\$7,319.70	\$6,906.31	\$5,474.74	\$6,437.64	\$10,297.30				\$70,934.57
	\$9,095.33	\$8,546.36	\$8,587.56	\$8,269.63	\$7,319.70	\$6,906.31	\$5,474.74	\$6,437.64	\$10,297.30	\$0.00	\$0.00	\$0.00	\$70,934.57

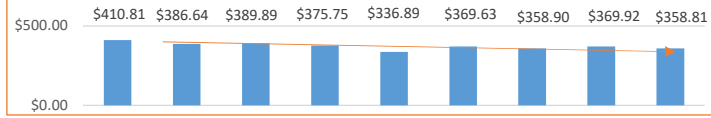
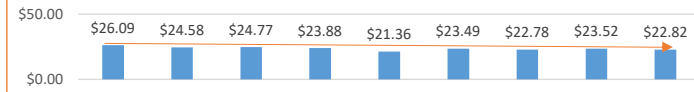
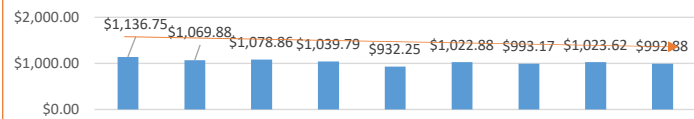
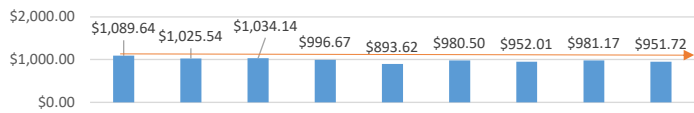
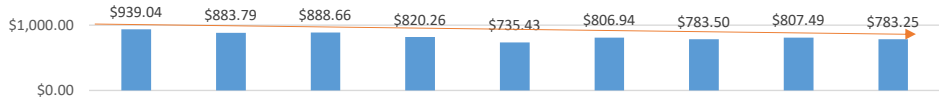
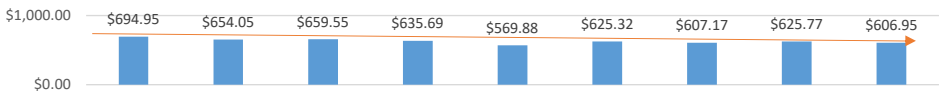
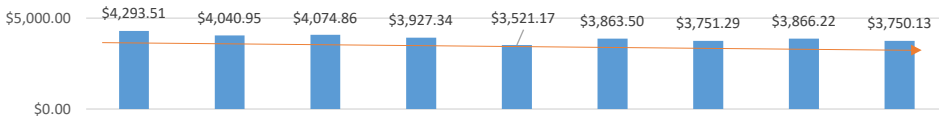


Texas CLASS: City of Alpine (X-0518)

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Average Monthly Yield:	5.0420%	4.8835%	4.7464%	4.5419%	4.4943%	4.4379%	4.4362%	4.4083%	4.4021%				3.4494%

0001 - HOT Reserves	\$410.81	\$386.64	\$389.89	\$375.75	\$336.89	\$369.63	\$358.90	\$369.92	\$358.81				\$3,357.24
0002 - Airport Reserves	\$26.09	\$24.58	\$24.77	\$23.88	\$21.36	\$23.49	\$22.78	\$23.52	\$22.82				\$213.29
0003 - Capital Improvements	\$1,136.75	\$1,069.88	\$1,078.86	\$1,039.79	\$932.25	\$1,022.88	\$993.17	\$1,023.62	\$992.88				\$9,290.08
0004 - Creek Trail Reserve	\$1,089.64	\$1,025.54	\$1,034.14	\$996.67	\$893.62	\$980.50	\$952.01	\$981.17	\$951.72				\$8,905.01
0005 - Fire Department Assistance Reserve	\$939.04	\$883.79	\$888.66	\$820.26	\$735.43	\$806.94	\$783.50	\$807.49	\$783.25				\$7,448.36
0006 - Water/Sewer Infrastructure Reserve	\$4,293.51	\$4,040.95	\$4,074.86	\$3,927.34	\$3,521.17	\$3,863.50	\$3,751.29	\$3,866.22	\$3,750.13				\$35,088.97
0007 - Pueblo Nuevo Park Project	\$694.95	\$654.05	\$659.55	\$635.69	\$569.88	\$625.32	\$607.17	\$625.77	\$606.95				\$5,679.33
	\$8,590.79	\$8,085.43	\$8,150.73	\$7,819.38	\$7,010.60	\$7,692.26	\$7,468.82	\$7,697.71	\$7,466.56	\$0.00	\$0.00	\$0.00	\$69,982.28



0001 - HOT Reserves**0002 - Airport Reserves****0003 - Capital Improvements****0004 - Creek Trail Reserve****0005 - Fire Department Assistance Reserve****0007 - Pueblo Nuevo Park Project****0006 - Water/Sewer Infrastructure Reserve**

Prepared and submitted by:

Victoria Sanchez

Investment Officer/Director of Finance

Friday, October 10, 2025



CITY OF ALPINE
ATTN MEGAN ANTRIM
100 N 13TH ST
ALPINE TX 79830-4401

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 0220011110

ACCOUNT NAME: GENERAL FUND

STATEMENT PERIOD: 04/01/2025 - 04/30/2025

TEXSTAR MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.3288%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 41 DAYS AND THE NET ASSET VALUE FOR 4/30/25 WAS 1.000016.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			1,538,731.15
04/30/2025	MONTHLY POSTING	9999888	5,474.74	1,544,205.89
	ENDING BALANCE			1,544,205.89

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	1,538,731.15
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	5,474.74
ENDING BALANCE	1,544,205.89
AVERAGE BALANCE	1,538,731.15

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
GENERAL FUND	0.00	707,977.80	27,970.38



CITY OF ALPINE
ATTN MEGAN ANTRIM
100 N 13TH ST
ALPINE TX 79830-4401

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 0220011110

ACCOUNT NAME: GENERAL FUND

STATEMENT PERIOD: 05/01/2025 - 05/31/2025

TEXSTAR MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.2954%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 42 DAYS AND THE NET ASSET VALUE FOR 5/30/25 WAS 0.999937.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			1,544,205.89
05/07/2025	ACH DEPOSIT	6205656	500,000.00	2,044,205.89
05/07/2025	ACH WITHDRAWAL	6205657	226,314.67 -	1,817,891.22
05/30/2025	MONTHLY POSTING	9999888	6,437.64	1,824,328.86
	ENDING BALANCE			1,824,328.86

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	1,544,205.89
TOTAL DEPOSITS	500,000.00
TOTAL WITHDRAWALS	226,314.67
TOTAL INTEREST	6,437.64
ENDING BALANCE	1,824,328.86
AVERAGE BALANCE	1,764,919.87

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
GENERAL FUND	500,000.00	934,292.47	34,408.02



CITY OF ALPINE
ATTN VICTORIA SANCHEZ
100 N 13TH ST
ALPINE TX 79830-4401

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 0220011110

ACCOUNT NAME: GENERAL FUND

STATEMENT PERIOD: 06/01/2025 - 06/30/2025

TEXSTAR MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.2844%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 6/30/25 WAS 1.000035.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			1,824,328.86
06/03/2025	ACH DEPOSIT	6206884	500,000.00	2,324,328.86
06/12/2025	ACH DEPOSIT	6207273	1,000,000.00	3,324,328.86
06/30/2025	MONTHLY POSTING	9999888	10,297.30	3,334,626.16
	ENDING BALANCE			3,334,626.16

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	1,824,328.86
TOTAL DEPOSITS	1,500,000.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	10,297.30
ENDING BALANCE	3,334,626.16
AVERAGE BALANCE	2,924,328.86

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
GENERAL FUND	2,000,000.00	934,292.47	44,705.32

PAGE: 1 of 1

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT TEXSTAR PARTICIPANT SERVICES AT 1-800-839-7827.



Summary Statement

April 30, 2025

Page 1 of 10

Investor ID: TX-01-0518

0000390-0007487 PDF 775127

City of Alpine
100 North 13th Street
Alpine, TX 79830

Texas CLASS

Texas CLASS

Average Monthly Yield: 4.4362%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0518-0001	HOT RESERVES	98,269.39	0.00	0.00	358.90	1,441.17	98,460.96	98,628.29
TX-01-0518-0002	AIRPORT RESERVES	6,241.00	0.00	0.00	22.78	91.51	6,253.15	6,263.78
TX-01-0518-0003	CAPITAL IMPROVEMENTS	271,929.68	0.00	0.00	993.17	3,988.09	272,459.79	272,922.85
TX-01-0518-0004	CREEK TRAIL RESERVE	260,658.76	0.00	0.00	952.01	3,822.80	261,166.91	261,610.77
TX-01-0518-0005	FIRE DEPARTMENT ASSISTANCE RESERVE	214,518.27	0.00	0.00	783.50	3,146.13	214,936.47	215,301.77

Tel: (800) 707-6242

<https://www.texasclass.com/>



Summary Statement

April 30, 2025

Page 2 of 10

Investor ID: TX-01-0518

City of Alpine
100 North 13th Street
Alpine, TX 79830

Texas CLASS - (continued)

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0518-0006	WATER/SEWER INFRASTRUCTURE RESERVE	1,027,083.26	0.00	0.00	3,751.29	15,063.30	1,029,085.55	1,030,834.55
TX-01-0518-0007	Pueblo Nuevo Park Project	166,238.60	0.00	0.00	607.17	2,438.06	166,562.69	166,845.77
TOTAL		2,044,938.96	0.00	0.00	7,468.82	29,991.06	2,048,925.52	2,052,407.78



Account Statement

April 30, 2025

Page 3 of 10

Account Number: TX-01-0518-0001

HOT RESERVES

Account Summary

Average Monthly Yield: 4.4362%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	98,269.39	0.00	0.00	358.90	1,441.17	98,460.96	98,628.29

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2025	Beginning Balance			98,269.39	
04/30/2025	Income Dividend Reinvestment	358.90			
04/30/2025	Ending Balance			98,628.29	



Account Statement

April 30, 2025

Page 4 of 10

Account Number: TX-01-0518-0002

AIRPORT RESERVES

Account Summary

Average Monthly Yield: 4.4362%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	6,241.00	0.00	0.00	22.78	91.51	6,253.15	6,263.78

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2025	Beginning Balance			6,241.00	
04/30/2025	Income Dividend Reinvestment	22.78			
04/30/2025	Ending Balance			6,263.78	



Account Statement

April 30, 2025

Page 5 of 10

Account Number: TX-01-0518-0003

CAPITAL IMPROVEMENTS

Account Summary

Average Monthly Yield: 4.4362%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	271,929.68	0.00	0.00	993.17	3,988.09	272,459.79	272,922.85

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2025	Beginning Balance			271,929.68	
04/30/2025	Income Dividend Reinvestment	993.17			
04/30/2025	Ending Balance			272,922.85	



Account Statement

April 30, 2025

Page 6 of 10

Account Number: TX-01-0518-0004

CREEK TRAIL RESERVE

Account Summary

Average Monthly Yield: 4.4362%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	260,658.76	0.00	0.00	952.01	3,822.80	261,166.91	261,610.77

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2025	Beginning Balance			260,658.76	
04/30/2025	Income Dividend Reinvestment	952.01			
04/30/2025	Ending Balance			261,610.77	



Account Statement

April 30, 2025

Page 7 of 10

Account Number: TX-01-0518-0005

FIRE DEPARTMENT ASSISTANCE RESERVE

Account Summary

Average Monthly Yield: 4.4362%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	214,518.27	0.00	0.00	783.50	3,146.13	214,936.47	215,301.77

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2025	Beginning Balance			214,518.27	
04/30/2025	Income Dividend Reinvestment	783.50			
04/30/2025	Ending Balance			215,301.77	



Account Statement

April 30, 2025

Page 8 of 10

Account Number: TX-01-0518-0006

WATER/SEWER INFRASTRUCTURE RESERVE

Account Summary

Average Monthly Yield: 4.4362%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	1,027,083.26	0.00	0.00	3,751.29	15,063.30	1,029,085.55	1,030,834.55

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2025	Beginning Balance			1,027,083.26	
04/30/2025	Income Dividend Reinvestment	3,751.29			
04/30/2025	Ending Balance			1,030,834.55	



Account Statement

April 30, 2025

Page 9 of 10

Account Number: TX-01-0518-0007

Pueblo Nuevo Park Project

Account Summary

Average Monthly Yield: 4.4362%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	166,238.60	0.00	0.00	607.17	2,438.06	166,562.69	166,845.77

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
04/01/2025	Beginning Balance			166,238.60	
04/30/2025	Income Dividend Reinvestment	607.17			
04/30/2025	Ending Balance			166,845.77	



Texas CLASS

Texas CLASS		
Date	Dividend Rate	Daily Yield
04/01/2025	0.000122276	4.4631%
04/02/2025	0.000122130	4.4578%
04/03/2025	0.000121967	4.4518%
04/04/2025	0.000365955	4.4525%
04/05/2025	0.000000000	4.4525%
04/06/2025	0.000000000	4.4525%
04/07/2025	0.000121423	4.4319%
04/08/2025	0.000121426	4.4320%
04/09/2025	0.000122213	4.4608%
04/10/2025	0.000122317	4.4646%
04/11/2025	0.000365310	4.4446%
04/12/2025	0.000000000	4.4446%
04/13/2025	0.000000000	4.4446%
04/14/2025	0.000121397	4.4310%
04/15/2025	0.000121529	4.4359%
04/16/2025	0.000121718	4.4427%
04/17/2025	0.000484740	4.4251%
04/18/2025	0.000000000	4.4233%
04/19/2025	0.000000000	4.4233%
04/20/2025	0.000000000	4.4233%
04/21/2025	0.000121257	4.4258%
04/22/2025	0.000121156	4.4222%
04/23/2025	0.000120901	4.4129%
04/24/2025	0.000120796	4.4091%
04/25/2025	0.000362784	4.4139%
04/26/2025	0.000000000	4.4139%
04/27/2025	0.000000000	4.4139%
04/28/2025	0.000121403	4.4312%
04/29/2025	0.000121703	4.4421%
04/30/2025	0.000121762	4.4440%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.



Summary Statement

May 31, 2025

Page 1 of 10

Investor ID: TX-01-0518

0000389-0007515 PDF 786607

City of Alpine
100 North 13th Street
Alpine, TX 79830

Texas CLASS

Texas CLASS

Average Monthly Yield: 4.4083%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0518-0001	HOT RESERVES	98,628.29	0.00	0.00	369.92	1,811.09	98,825.58	98,998.21
TX-01-0518-0002	AIRPORT RESERVES	6,263.78	0.00	0.00	23.52	115.03	6,276.33	6,287.30
TX-01-0518-0003	CAPITAL IMPROVEMENTS	272,922.85	0.00	0.00	1,023.62	5,011.71	273,468.79	273,946.47
TX-01-0518-0004	CREEK TRAIL RESERVE	261,610.77	0.00	0.00	981.17	4,803.97	262,134.07	262,591.94
TX-01-0518-0005	FIRE DEPARTMENT ASSISTANCE RESERVE	215,301.77	0.00	0.00	807.49	3,953.62	215,732.44	216,109.26

Tel: (800) 707-6242

<https://www.texasclass.com/>



Summary Statement

May 31, 2025

Page 2 of 10

Investor ID: TX-01-0518

City of Alpine
100 North 13th Street
Alpine, TX 79830

Texas CLASS - (continued)

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0518-0006	WATER/SEWER INFRASTRUCTURE RESERVE	1,030,834.55	0.00	0.00	3,866.22	18,929.52	1,032,896.57	1,034,700.77
TX-01-0518-0007	Pueblo Nuevo Park Project	166,845.77	0.00	0.00	625.77	3,063.83	167,179.53	167,471.54
TOTAL		2,052,407.78	0.00	0.00	7,697.71	37,688.77	2,056,513.31	2,060,105.49



Account Statement

May 31, 2025

Page 3 of 10

Account Number: TX-01-0518-0001

HOT RESERVES

Account Summary

Average Monthly Yield: 4.4083%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	98,628.29	0.00	0.00	369.92	1,811.09	98,825.58	98,998.21

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
05/01/2025	Beginning Balance			98,628.29	
05/31/2025	Income Dividend Reinvestment	369.92			
05/31/2025	Ending Balance			98,998.21	



Account Statement

May 31, 2025

Page 4 of 10

Account Number: TX-01-0518-0002

AIRPORT RESERVES

Account Summary

Average Monthly Yield: 4.4083%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	6,263.78	0.00	0.00	23.52	115.03	6,276.33	6,287.30

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
05/01/2025	Beginning Balance			6,263.78	
05/31/2025	Income Dividend Reinvestment	23.52			
05/31/2025	Ending Balance			6,287.30	



Account Statement

May 31, 2025

Page 5 of 10

Account Number: TX-01-0518-0003

CAPITAL IMPROVEMENTS

Account Summary

Average Monthly Yield: 4.4083%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	272,922.85	0.00	0.00	1,023.62	5,011.71	273,468.79	273,946.47

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
05/01/2025	Beginning Balance			272,922.85	
05/31/2025	Income Dividend Reinvestment	1,023.62			
05/31/2025	Ending Balance			273,946.47	



Account Statement

May 31, 2025

Page 6 of 10

Account Number: TX-01-0518-0004

CREEK TRAIL RESERVE

Account Summary

Average Monthly Yield: 4.4083%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	261,610.77	0.00	0.00	981.17	4,803.97	262,134.07	262,591.94

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
05/01/2025	Beginning Balance			261,610.77	
05/31/2025	Income Dividend Reinvestment	981.17			
05/31/2025	Ending Balance			262,591.94	



Account Statement

May 31, 2025

Page 7 of 10

Account Number: TX-01-0518-0005

FIRE DEPARTMENT ASSISTANCE RESERVE

Account Summary

Average Monthly Yield: 4.4083%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	215,301.77	0.00	0.00	807.49	3,953.62	215,732.44	216,109.26

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
05/01/2025	Beginning Balance			215,301.77	
05/31/2025	Income Dividend Reinvestment	807.49			
05/31/2025	Ending Balance			216,109.26	



Account Statement

May 31, 2025

Page 8 of 10

Account Number: TX-01-0518-0006

WATER/SEWER INFRASTRUCTURE RESERVE

Account Summary

Average Monthly Yield: 4.4083%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	1,030,834.55	0.00	0.00	3,866.22	18,929.52	1,032,896.57	1,034,700.77

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
05/01/2025	Beginning Balance			1,030,834.55	
05/31/2025	Income Dividend Reinvestment	3,866.22			
05/31/2025	Ending Balance			1,034,700.77	



Account Statement

May 31, 2025

Page 9 of 10

Account Number: TX-01-0518-0007

Pueblo Nuevo Park Project

Account Summary

Average Monthly Yield: 4.4083%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	166,845.77	0.00	0.00	625.77	3,063.83	167,179.53	167,471.54

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
05/01/2025	Beginning Balance			166,845.77	
05/31/2025	Income Dividend Reinvestment	625.77			
05/31/2025	Ending Balance			167,471.54	



Texas CLASS

Texas CLASS

Date	Dividend Rate	Daily Yield
05/01/2025	0.000122200	4.4606%
05/02/2025	0.000365490	4.4468%
05/03/2025	0.000000000	4.4468%
05/04/2025	0.000000000	4.4468%
05/05/2025	0.000121590	4.4380%
05/06/2025	0.000121301	4.4275%
05/07/2025	0.000121061	4.4188%
05/08/2025	0.000120830	4.4103%
05/09/2025	0.000361812	4.4021%
05/10/2025	0.000000000	4.4020%
05/11/2025	0.000000000	4.4020%
05/12/2025	0.000120405	4.3958%
05/13/2025	0.000120451	4.3965%
05/14/2025	0.000120575	4.4010%
05/15/2025	0.000120523	4.3991%
05/16/2025	0.000362223	4.4070%
05/17/2025	0.000000000	4.4070%
05/18/2025	0.000000000	4.4070%
05/19/2025	0.000120620	4.4022%
05/20/2025	0.000120457	4.3963%
05/21/2025	0.000120147	4.3854%
05/22/2025	0.000120006	4.3803%
05/23/2025	0.000480200	4.3818%
05/24/2025	0.000000000	4.3818%
05/25/2025	0.000000000	4.3818%
05/26/2025	0.000000000	4.3818%
05/27/2025	0.000120232	4.3884%
05/28/2025	0.000120813	4.4097%
05/29/2025	0.000120955	4.4149%
05/30/2025	0.000242118	4.4187%
05/31/2025	0.000000000	4.4187%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



Summary Statement

June 30, 2025

Page 1 of 10

Investor ID: TX-01-0518

0000389-0007548 PDF 797374

City of Alpine
100 North 13th Street
Alpine, TX 79830

Texas CLASS

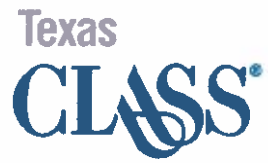
Texas CLASS

Average Monthly Yield: 4.4021%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0518-0001	HOT RESERVES	98,998.21	0.00	0.00	358.81	2,169.90	99,188.45	99,357.02
TX-01-0518-0002	AIRPORT RESERVES	6,287.30	0.00	0.00	22.82	137.85	6,299.40	6,310.12
TX-01-0518-0003	CAPITAL IMPROVEMENTS	273,946.47	0.00	0.00	992.88	6,004.59	274,472.90	274,939.35
TX-01-0518-0004	CREEK TRAIL RESERVE	262,591.94	0.00	0.00	951.72	5,755.69	263,096.56	263,543.66
TX-01-0518-0005	FIRE DEPARTMENT ASSISTANCE RESERVE	216,109.26	0.00	0.00	783.25	4,736.87	216,524.55	216,892.51

Tel: (800) 707-6242

<https://www.texasclass.com/>



Summary Statement

June 30, 2025

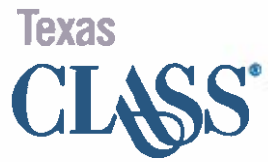
Page 2 of 10

Investor ID: TX-01-0518

City of Alpine
100 North 13th Street
Alpine, TX 79830

Texas CLASS - (continued)

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0518-0006	WATER/SEWER INFRASTRUCTURE RESERVE	1,034,700.77	0.00	0.00	3,750.13	22,679.65	1,036,689.10	1,038,450.90
TX-01-0518-0007	Pueblo Nuevo Park Project	167,471.54	0.00	0.00	606.95	3,670.78	167,793.35	168,078.49
TOTAL		2,060,105.49	0.00	0.00	7,466.56	45,155.33	2,064,064.31	2,067,572.05



Account Statement

June 30, 2025

Page 3 of 10

Account Number: TX-01-0518-0001

HOT RESERVES

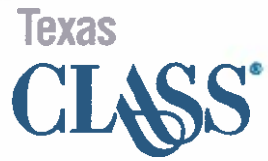
Account Summary

Average Monthly Yield: 4.4021%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	98,998.21	0.00	0.00	358.81	2,169.90	99,188.45	99,357.02

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
06/01/2025	Beginning Balance			98,998.21	
06/30/2025	Income Dividend Reinvestment	358.81			
06/30/2025	Ending Balance			99,357.02	



Account Statement

June 30, 2025

Page 4 of 10

Account Number: TX-01-0518-0002

AIRPORT RESERVES

Account Summary

Average Monthly Yield: 4.4021%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	6,287.30	0.00	0.00	22.82	137.85	6,299.40	6,310.12

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
06/01/2025	Beginning Balance			6,287.30	
06/30/2025	Income Dividend Reinvestment	22.82			
06/30/2025	Ending Balance			6,310.12	



Account Statement

June 30, 2025

Page 5 of 10

Account Number: TX-01-0518-0003

CAPITAL IMPROVEMENTS

Account Summary

Average Monthly Yield: 4.4021%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	273,946.47	0.00	0.00	992.88	6,004.59	274,472.90	274,939.35

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
06/01/2025	Beginning Balance			273,946.47	
06/30/2025	Income Dividend Reinvestment	992.88			
06/30/2025	Ending Balance			274,939.35	



Account Statement

June 30, 2025

Page 6 of 10

Account Number: TX-01-0518-0004

CREEK TRAIL RESERVE

Account Summary

Average Monthly Yield: 4.4021%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	262,591.94	0.00	0.00	951.72	5,755.69	263,096.56	263,543.66

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
06/01/2025	Beginning Balance			262,591.94	
06/30/2025	Income Dividend Reinvestment	951.72			
06/30/2025	Ending Balance			263,543.66	



Account Statement

June 30, 2025

Page 7 of 10

Account Number: TX-01-0518-0005

FIRE DEPARTMENT ASSISTANCE RESERVE

Account Summary

Average Monthly Yield: 4.4021%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	216,109.26	0.00	0.00	783.25	4,736.87	216,524.55	216,892.51

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
06/01/2025	Beginning Balance			216,109.26	
06/30/2025	Income Dividend Reinvestment	783.25			
06/30/2025	Ending Balance			216,892.51	



Account Statement

June 30, 2025

Page 8 of 10

Account Number: TX-01-0518-0006

WATER/SEWER INFRASTRUCTURE RESERVE

Account Summary

Average Monthly Yield: 4.4021%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	1,034,700.77	0.00	0.00	3,750.13	22,679.65	1,036,689.10	1,038,450.90

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
06/01/2025	Beginning Balance			1,034,700.77	
06/30/2025	Income Dividend Reinvestment	3,750.13			
06/30/2025	Ending Balance			1,038,450.90	



Account Statement

June 30, 2025

Page 9 of 10

Account Number: TX-01-0518-0007

Pueblo Nuevo Park Project

Account Summary

Average Monthly Yield: 4.4021%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	167,471.54	0.00	0.00	606.95	3,670.78	167,793.35	168,078.49

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
06/01/2025	Beginning Balance			167,471.54	
06/30/2025	Income Dividend Reinvestment	606.95			
06/30/2025	Ending Balance			168,078.49	



Texas CLASS

Texas CLASS

Date	Dividend Rate	Daily Yield
06/01/2025	0.000000000	4.4186%
06/02/2025	0.000121110	4.4205%
06/03/2025	0.000121001	4.4166%
06/04/2025	0.000120582	4.4013%
06/05/2025	0.000120141	4.3851%
06/06/2025	0.000360768	4.3893%
06/07/2025	0.000000000	4.3893%
06/08/2025	0.000000000	4.3893%
06/09/2025	0.000120283	4.3903%
06/10/2025	0.000120246	4.3890%
06/11/2025	0.000120138	4.3851%
06/12/2025	0.000120161	4.3859%
06/13/2025	0.000360456	4.3855%
06/14/2025	0.000000000	4.3856%
06/15/2025	0.000000000	4.3856%
06/16/2025	0.000120215	4.3878%
06/17/2025	0.000120595	4.4022%
06/18/2025	0.000240826	4.3975%
06/19/2025	0.000000000	4.3951%
06/20/2025	0.000360543	4.3866%
06/21/2025	0.000000000	4.3866%
06/22/2025	0.000000000	4.3866%
06/23/2025	0.000120266	4.3897%
06/24/2025	0.000120356	4.3930%
06/25/2025	0.000120765	4.4031%
06/26/2025	0.000121454	4.4331%
06/27/2025	0.000365523	4.4472%
06/28/2025	0.000000000	4.4472%
06/29/2025	0.000000000	4.4472%
06/30/2025	0.000121753	4.4440%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



City of Alpine
Quarterly Investment Report
Quarter Ending September 30, 2025
4th Quarter

Prepared for the City of Alpine Mayor and Council

In accordance with Section 2256.023 Internal management Reports of the Public Funds Investment Act.

This quarterly report is in full compliance with the investment strategy as established for the City of Alpine's funds in the City of Alpine Investment Policy as adopted by Resolution 2024-05-10; and meets the reporting requirements mandated by the Public Funds Investment Act of the Texas Government Code Chapter 2256 as amended.

Victoria Sanchez
Investment Officer/Director of Finance



City of Alpine
FY 2024-2025 Quarterly Investment Report
4th Quarter Ending September 30, 2025

ACCOUNT TYPE	FUND DISTRIBUTION	PURCHASE DATE	MATURITY DATE	AVERAGE MONTHLY YIELD AS OF 9/30/2025	QUARTER BEGINNING BALANCE	INTEREST/ DIVIDEND EARNED	TOTAL CONTRIBUTIONS (WITHDRAWALS)	NET CHANGE	ENDING BALANCE	
									BOOK VALUE AS OF 9/30/2025	MARKET VALUE AS OF 9/30/2025
TexStar: City of Alpine (X-1110)- Investment Pool										
General Fund	All Funds	N/A	On Demand	4.2135%	\$3,334,626.16	\$35,977.88	\$0.00	\$35,977.88	\$3,370,604.04	\$3,370,604.04
Total						\$3,334,626.16	\$35,977.88	\$0.00	\$35,977.88	\$3,370,604.04

Resolution 2021-12-01 - 1st Payment of ARPA (\$741,127.78) - Dedicated to Wastewater
Collateral Limits Reached at WTNB - Transferred \$500,000 May 17, 2022 from General Fund - Council notified.
Collateral Limits Reached at WTNB - Transferred 2nd Payment of ARPA (\$742,592.47)
Resolution 2024-06-01 2nd Payment of ARPA (\$742,592.47) - Dedicated to Wastewater

Texas CLASS: City of Alpine (X-0518) - Texas Cooperative Liquid Assets Securities System Trust

0001 - HOT Reserves	Tourism	8/11/2015	On Demand	4.3496%	\$99,357.02	\$1,103.46	\$0.00	\$1,103.46	\$100,460.48	\$100,460.48
0002 - Airport Reserves	Airport	8/10/2015	On Demand	4.3496%	\$6,310.12	\$70.04	\$0.00	\$70.04	\$6,380.16	\$6,380.16
0003 - Capital Improvements	General Fund	7/27/2016	On Demand	4.3496%	\$274,939.35	\$3,053.47	\$0.00	\$3,053.47	\$277,992.82	\$277,992.82
	Road Repair									
0004 - Creek Trail Reserves	General Fund	07/17/017	On Demand	4.3496%	\$263,543.66	\$2,926.96	\$0.00	\$2,926.96	\$266,470.62	\$266,470.62
Resolution 2021-08-02 \$50,000	Splash Pad				\$50,000.00					
dedicated to Splash Pad - remaining	Generators				\$207,787.97					
0005 - Fire Department Assistance Reserves	General Fund - Fire	7/17/2017	On Demand	4.3496%	\$216,892.51	\$2,408.79	\$0.00	\$2,408.79	\$219,301.30	\$219,301.30
0006 - Water/Sewer Infrastructure Reserves	Water/Sewer	6/20/2017	On Demand	4.3496%	\$1,038,450.90	\$11,533.11	\$0.00	\$11,533.11	\$1,049,984.01	\$1,049,984.01
Lift Station Repairs \$117,742.11 RB 03 Reserve Closed - Resolution - Holiday Inn Lift Station Repairs										
0007 - Pueblo Nuevo Park Project	Pueblo Nuevo	9/27/2022	On Demand	4.3496%	\$168,078.49	\$1,866.67	\$0.00	\$1,866.67	\$169,945.16	\$169,945.16
	City Match									
Total					\$2,067,572.05	\$22,962.50	\$0.00	\$22,962.50	\$2,090,534.55	\$2,090,534.55

This quarterly report is in full compliance with the investment strategy as established for the City of Alpine's funds in the City of Alpine Investment Policy as adopted by Resolution 2024-05-10; and meets the reporting

Joint review for City of Alpine Mayor and Council as per Texas Government Code Section 2256.023 - Internal Management

Prepared and submitted by:

Victoria Sanchez
Investment Officer/Director of Finance

Grisell Gonzalez
Investment Officer/Finance Clerk

Victoria Sanchez
Investment Officer/Director of Finance

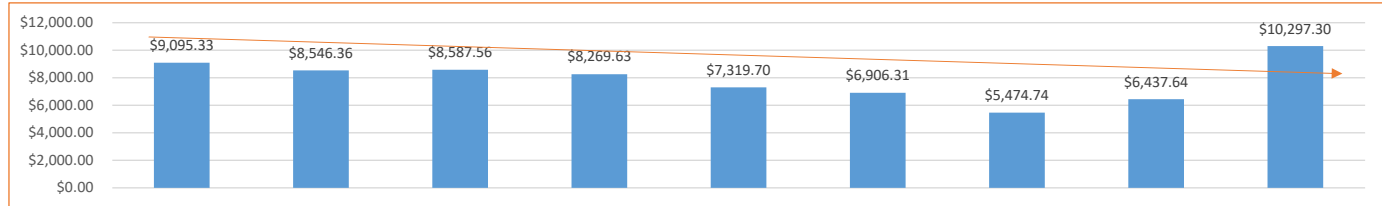
Friday, October 10, 2025



City of Alpine
Investment Earnings/Dividends Cumulative Report
FY: 2024-2025

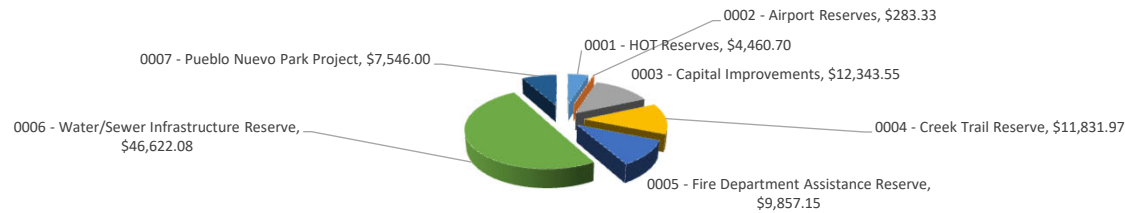
TexStar: City of Alpine (X-1110)

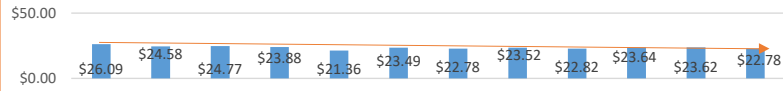
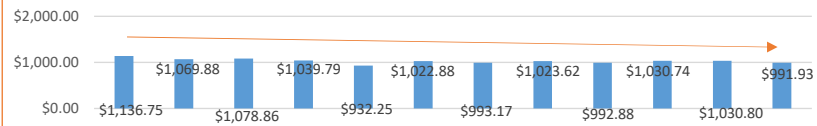
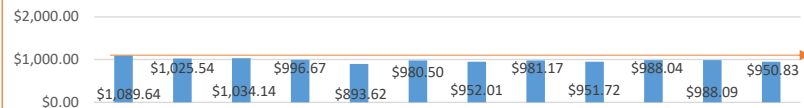
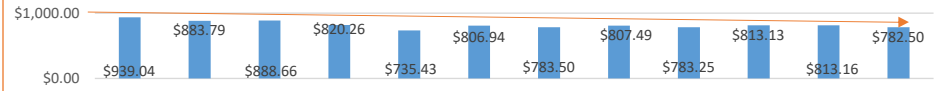
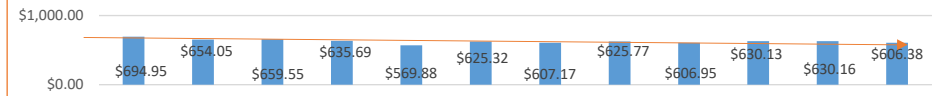
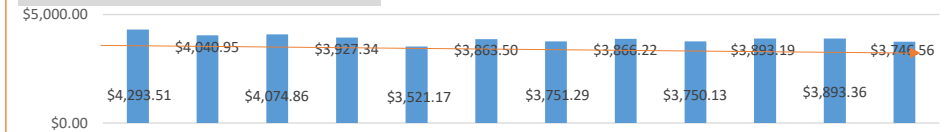
	October	November	December	January	February	March	April	May	June	July	August	September	Total
Average Monthly Yield:	4.8722%	4.7112%	4.5642%	4.3896%	4.3625%	4.3394%	4.3288%	4.2954%	4.2844%	4.2950%	4.2859%	4.2135%	4.4118%
General Fund	\$9,095.33	\$8,546.36	\$8,587.56	\$8,269.63	\$7,319.70	\$6,906.31	\$5,474.74	\$6,437.64	\$10,297.30	\$12,164.15	\$12,182.55	\$11,631.18	\$106,912.45
	\$9,095.33	\$8,546.36	\$8,587.56	\$8,269.63	\$7,319.70	\$6,906.31	\$5,474.74	\$6,437.64	\$10,297.30	\$12,164.15	\$12,182.55	\$11,631.18	\$106,912.45



Texas CLASS: City of Alpine (X-0518)

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Average Monthly Yield:	5.0420%	4.8835%	4.7464%	4.5419%	4.4943%	4.4379%	4.4362%	4.4083%	4.4021%	4.4065%	4.3904%	4.3496%	4.5449%
0001 - HOT Reserves	\$410.81	\$386.64	\$389.89	\$375.75	\$336.89	\$369.63	\$358.90	\$369.92	\$358.81	\$372.50	\$372.50	\$358.46	\$4,460.70
0002 - Airport Reserves	\$26.09	\$24.58	\$24.77	\$23.88	\$21.36	\$23.49	\$22.78	\$23.52	\$22.82	\$23.64	\$23.62	\$22.78	\$283.33
0003 - Capital Improvements	\$1,136.75	\$1,069.88	\$1,078.86	\$1,039.79	\$932.25	\$1,022.88	\$993.17	\$1,023.62	\$992.88	\$1,030.74	\$1,030.80	\$991.93	\$12,343.55
0004 - Creek Trail Reserve	\$1,089.64	\$1,025.54	\$1,034.14	\$996.67	\$893.62	\$980.50	\$952.01	\$981.17	\$951.72	\$988.04	\$988.09	\$950.83	\$11,831.97
0005 - Fire Department Assistance Reserve	\$939.04	\$883.79	\$888.66	\$820.26	\$735.43	\$806.94	\$783.50	\$807.49	\$783.25	\$813.13	\$813.16	\$782.50	\$9,857.15
0006 - Water/Sewer Infrastructure Reserve	\$4,293.51	\$4,040.95	\$4,074.86	\$3,927.34	\$3,521.17	\$3,863.50	\$3,751.29	\$3,866.22	\$3,750.13	\$3,893.19	\$3,893.36	\$3,746.56	\$46,622.08
0007 - Pueblo Nuevo Park Project	\$694.95	\$654.05	\$659.55	\$635.69	\$569.88	\$625.32	\$607.17	\$625.77	\$606.95	\$630.13	\$630.16	\$606.38	\$7,546.00
	\$8,590.79	\$8,085.43	\$8,150.73	\$7,819.38	\$7,010.60	\$7,692.26	\$7,468.82	\$7,697.71	\$7,466.56	\$7,751.37	\$7,751.69	\$7,459.44	\$92,944.78



0001 - HOT Reserves**0002 - Airport Reserves****0003 - Capital Improvements****0004 - Creek Trail Reserve****0005 - Fire Department Assistance Reserve****0007 - Pueblo Nuevo Park Project****0006 - Water/Sewer Infrastructure Reserve**

Prepared and submitted by:

Victoria Sanchez

Investment Officer/Director of Finance

Friday, October 10, 2025



CITY OF ALPINE
ATTN VICTORIA SANCHEZ
100 N 13TH ST
ALPINE TX 79830-4401

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 0220011110

ACCOUNT NAME: GENERAL FUND

STATEMENT PERIOD: 07/01/2025 - 07/31/2025

TEXSTAR MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.2950%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 7/31/25 WAS 0.999943.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,334,626.16
07/31/2025	MONTHLY POSTING	9999888	12,164.15	3,346,790.31
	ENDING BALANCE			3,346,790.31

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,334,626.16
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	12,164.15
ENDING BALANCE	3,346,790.31
AVERAGE BALANCE	3,334,626.16

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
GENERAL FUND	2,000,000.00	934,292.47	56,869.47



CITY OF ALPINE
ATTN VICTORIA SANCHEZ
100 N 13TH ST
ALPINE TX 79830-4401

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 0220011110

ACCOUNT NAME: GENERAL FUND

STATEMENT PERIOD: 08/01/2025 - 08/31/2025

TEXSTAR MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.2859%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 47 DAYS AND THE NET ASSET VALUE FOR 8/29/25 WAS 1.000127.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,346,790.31
08/29/2025	MONTHLY POSTING	9999888	12,182.55	3,358,972.86
	ENDING BALANCE			3,358,972.86

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,346,790.31
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	12,182.55
ENDING BALANCE	3,358,972.86
AVERAGE BALANCE	3,346,790.31

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
GENERAL FUND	2,000,000.00	934,292.47	69,052.02



CITY OF ALPINE
ATTN VICTORIA SANCHEZ
100 N 13TH ST
ALPINE TX 79830-4401

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 0220011110

ACCOUNT NAME: GENERAL FUND

STATEMENT PERIOD: 09/01/2025 - 09/30/2025

TEXSTAR MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 4.2135%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 49 DAYS AND THE NET ASSET VALUE FOR 9/30/25 WAS 1.000246.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			3,358,972.86
09/30/2025	MONTHLY POSTING	9999888	11,631.18	3,370,604.04
	ENDING BALANCE			3,370,604.04

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	3,358,972.86
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	11,631.18
ENDING BALANCE	3,370,604.04
AVERAGE BALANCE	3,358,972.86

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
GENERAL FUND	2,000,000.00	934,292.47	80,683.20



Summary Statement

July 31, 2025

Page 1 of 10

Investor ID: TX-01-0518

0000389-0007612 PDF 808468

City of Alpine
100 North 13th Street
Alpine, TX 79830

Texas CLASS

Texas CLASS

Average Monthly Yield: 4.4065%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0518-0001	HOT RESERVES	99,357.02	0.00	0.00	372.50	2,542.40	99,555.36	99,729.52
TX-01-0518-0002	AIRPORT RESERVES	6,310.12	0.00	0.00	23.64	161.49	6,322.70	6,333.76
TX-01-0518-0003	CAPITAL IMPROVEMENTS	274,939.35	0.00	0.00	1,030.74	7,035.33	275,488.16	275,970.09
TX-01-0518-0004	CREEK TRAIL RESERVE	263,543.66	0.00	0.00	988.04	6,743.73	264,069.75	264,531.70
TX-01-0518-0005	FIRE DEPARTMENT ASSISTANCE RESERVE	216,892.51	0.00	0.00	813.13	5,550.00	217,325.46	217,705.64

Tel: (800) 707-6242

<https://www.texasclass.com/>



Summary Statement

July 31, 2025

Page 2 of 10

Investor ID: TX-01-0518

City of Alpine
100 North 13th Street
Alpine, TX 79830

Texas CLASS - (continued)

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0518-0006	WATER/SEWER INFRASTRUCTURE RESERVE	1,038,450.90	0.00	0.00	3,893.19	26,572.84	1,040,523.81	1,042,344.09
TX-01-0518-0007	Pueblo Nuevo Park Project	168,078.49	0.00	0.00	630.13	4,300.91	168,414.01	168,708.62
TOTAL		2,067,572.05	0.00	0.00	7,751.37	52,906.70	2,071,699.25	2,075,323.42



Account Statement

July 31, 2025

Page 3 of 10

Account Number: TX-01-0518-0001

HOT RESERVES

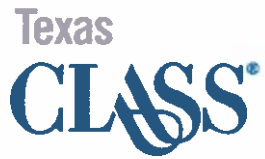
Account Summary

Average Monthly Yield: 4.4065%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	99,357.02	0.00	0.00	372.50	2,542.40	99,555.36	99,729.52

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
07/01/2025	Beginning Balance			99,357.02	
07/31/2025	Income Dividend Reinvestment	372.50			
07/31/2025	Ending Balance			99,729.52	



Account Statement

July 31, 2025

Page 4 of 10

Account Number: TX-01-0518-0002

AIRPORT RESERVES

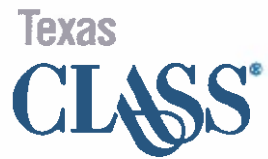
Account Summary

Average Monthly Yield: 4.4065%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	6,310.12	0.00	0.00	23.64	161.49	6,322.70	6,333.76

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
07/01/2025	Beginning Balance			6,310.12	
07/31/2025	Income Dividend Reinvestment	23.64			
07/31/2025	Ending Balance			6,333.76	



Account Statement

July 31, 2025

Page 5 of 10

Account Number: TX-01-0518-0003

CAPITAL IMPROVEMENTS

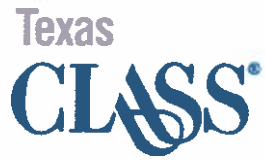
Account Summary

Average Monthly Yield: 4.4065%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	274,939.35	0.00	0.00	1,030.74	7,035.33	275,488.16	275,970.09

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
07/01/2025	Beginning Balance			274,939.35	
07/31/2025	Income Dividend Reinvestment	1,030.74			
07/31/2025	Ending Balance			275,970.09	



Account Statement

July 31, 2025

Page 6 of 10

Account Number: TX-01-0518-0004

CREEK TRAIL RESERVE

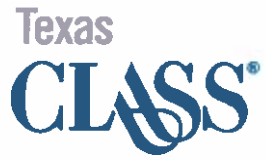
Account Summary

Average Monthly Yield: 4.4065%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	263,543.66	0.00	0.00	988.04	6,743.73	264,069.75	264,531.70

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
07/01/2025	Beginning Balance			263,543.66	
07/31/2025	Income Dividend Reinvestment	988.04			
07/31/2025	Ending Balance			264,531.70	



Account Statement

July 31, 2025

Page 7 of 10

Account Number: TX-01-0518-0005

FIRE DEPARTMENT ASSISTANCE RESERVE

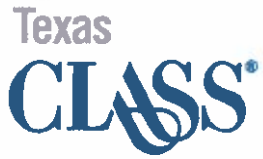
Account Summary

Average Monthly Yield: 4.4065%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	216,892.51	0.00	0.00	813.13	5,550.00	217,325.46	217,705.64

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
07/01/2025	Beginning Balance			216,892.51	
07/31/2025	Income Dividend Reinvestment	813.13			
07/31/2025	Ending Balance			217,705.64	



Account Statement

July 31, 2025

Page 8 of 10

Account Number: TX-01-0518-0006

WATER/SEWER INFRASTRUCTURE RESERVE

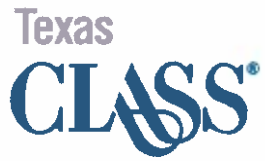
Account Summary

Average Monthly Yield: 4.4065%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	1,038,450.90	0.00	0.00	3,893.19	26,572.84	1,040,523.81	1,042,344.09

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
07/01/2025	Beginning Balance			1,038,450.90	
07/31/2025	Income Dividend Reinvestment	3,893.19			
07/31/2025	Ending Balance			1,042,344.09	



Account Statement

July 31, 2025

Page 9 of 10

Account Number: TX-01-0518-0007

Pueblo Nuevo Park Project

Account Summary

Average Monthly Yield: 4.4065%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	168,078.49	0.00	0.00	630.13	4,300.91	168,414.01	168,708.62

Transaction Activity

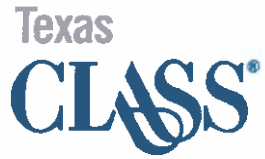
Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
07/01/2025	Beginning Balance			168,078.49	
07/31/2025	Income Dividend Reinvestment	630.13			
07/31/2025	Ending Balance			168,708.62	



Texas CLASS

Texas CLASS		
Date	Dividend Rate	Daily Yield
07/01/2025	0.000122296	4.4638%
07/02/2025	0.000122116	4.4573%
07/03/2025	0.000486388	4.4383%
07/04/2025	0.000000000	4.4383%
07/05/2025	0.000000000	4.4383%
07/06/2025	0.000000000	4.4383%
07/07/2025	0.000121031	4.4176%
07/08/2025	0.000120740	4.4070%
07/09/2025	0.000120649	4.4037%
07/10/2025	0.000120440	4.3961%
07/11/2025	0.000361140	4.3939%
07/12/2025	0.000000000	4.3939%
07/13/2025	0.000000000	4.3939%
07/14/2025	0.000120341	4.3925%
07/15/2025	0.000120618	4.4027%
07/16/2025	0.000120921	4.4136%
07/17/2025	0.000120741	4.4071%
07/18/2025	0.000361953	4.4039%
07/19/2025	0.000000000	4.4038%
07/20/2025	0.000000000	4.4038%
07/21/2025	0.000120145	4.3853%
07/22/2025	0.000119920	4.3771%
07/23/2025	0.000119700	4.3691%
07/24/2025	0.000119840	4.3742%
07/25/2025	0.000360387	4.3847%
07/26/2025	0.000000000	4.3847%
07/27/2025	0.000000000	4.3847%
07/28/2025	0.000120878	4.4121%
07/29/2025	0.000120991	4.4162%
07/30/2025	0.000120692	4.4069%
07/31/2025	0.000120530	4.4003%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



Summary Statement

August 31, 2025

Page 1 of 10

Investor ID: TX-01-0518

0000390-0007649 PDF 820892

City of Alpine
100 North 13th Street
Alpine, TX 79830

Texas CLASS

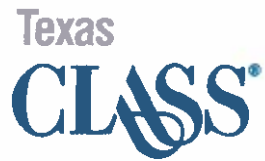
Texas CLASS

Average Monthly Yield: 4.3904%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0518-0001	HOT RESERVES	99,729.52	0.00	0.00	372.50	2,914.90	99,927.67	100,102.02
TX-01-0518-0002	AIRPORT RESERVES	6,333.76	0.00	0.00	23.62	185.11	6,346.32	6,357.38
TX-01-0518-0003	CAPITAL IMPROVEMENTS	275,970.09	0.00	0.00	1,030.80	8,066.13	276,518.43	277,000.89
TX-01-0518-0004	CREEK TRAIL RESERVE	264,531.70	0.00	0.00	988.09	7,731.82	265,057.32	265,519.79
TX-01-0518-0005	FIRE DEPARTMENT ASSISTANCE RESERVE	217,705.64	0.00	0.00	813.16	6,363.16	218,138.22	218,518.80

Tel: (800) 707-6242

<https://www.texasclass.com/>



Summary Statement

August 31, 2025

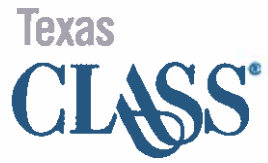
Page 2 of 10

Investor ID: TX-01-0518

City of Alpine
100 North 13th Street
Alpine, TX 79830

Texas CLASS - (continued)

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0518-0006	WATER/SEWER INFRASTRUCTURE RESERVE	1,042,344.09	0.00	0.00	3,893.36	30,466.20	1,044,415.22	1,046,237.45
TX-01-0518-0007	Pueblo Nuevo Park Project	168,708.62	0.00	0.00	630.16	4,931.07	169,043.84	169,338.78
TOTAL		2,075,323.42	0.00	0.00	7,751.69	60,658.39	2,079,447.02	2,083,075.11



Account Statement

August 31, 2025

Page 3 of 10

Account Number: TX-01-0518-0001

HOT RESERVES

Account Summary

Average Monthly Yield: 4.3904%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	99,729.52	0.00	0.00	372.50	2,914.90	99,927.67	100,102.02

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2025	Beginning Balance			99,729.52	
08/31/2025	Income Dividend Reinvestment	372.50			
08/31/2025	Ending Balance			100,102.02	



Account Statement

August 31, 2025

Page 4 of 10

Account Number: TX-01-0518-0002

AIRPORT RESERVES

Account Summary

Average Monthly Yield: 4.3904%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	6,333.76	0.00	0.00	23.62	185.11	6,346.32	6,357.38

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2025	Beginning Balance			6,333.76	
08/31/2025	Income Dividend Reinvestment	23.62			
08/31/2025	Ending Balance			6,357.38	

Tel: (800) 707-6242

<https://www.texasclass.com/>



Account Statement

August 31, 2025

Page 5 of 10

Account Number: TX-01-0518-0003

CAPITAL IMPROVEMENTS

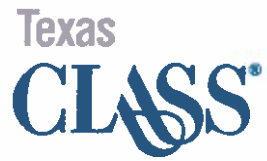
Account Summary

Average Monthly Yield: 4.3904%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	275,970.09	0.00	0.00	1,030.80	8,066.13	276,518.43	277,000.89

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2025	Beginning Balance			275,970.09	
08/31/2025	Income Dividend Reinvestment	1,030.80			
08/31/2025	Ending Balance			277,000.89	



Account Statement

August 31, 2025

Page 6 of 10

Account Number: TX-01-0518-0004

CREEK TRAIL RESERVE

Account Summary

Average Monthly Yield: 4.3904%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	264,531.70	0.00	0.00	988.09	7,731.82	265,057.32	265,519.79

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2025	Beginning Balance			264,531.70	
08/31/2025	Income Dividend Reinvestment	988.09			
08/31/2025	Ending Balance			265,519.79	

Tel: (800) 707-6242

<https://www.texasclass.com/>



Account Statement

August 31, 2025

Page 7 of 10

Account Number: TX-01-0518-0005

FIRE DEPARTMENT ASSISTANCE RESERVE

Account Summary

Average Monthly Yield: 4.3904%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	217,705.64	0.00	0.00	813.16	6,363.16	218,138.22	218,518.80

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2025	Beginning Balance			217,705.64	
08/31/2025	Income Dividend Reinvestment	813.16			
08/31/2025	Ending Balance			218,518.80	



Account Statement

August 31, 2025

Page 8 of 10

Account Number: TX-01-0518-0006

WATER/SEWER INFRASTRUCTURE RESERVE

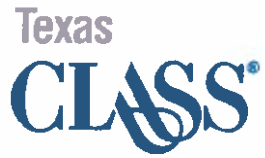
Account Summary

Average Monthly Yield: 4.3904%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	1,042,344.09	0.00	0.00	3,893.36	30,466.20	1,044,415.22	1,046,237.45

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2025	Beginning Balance			1,042,344.09	
08/31/2025	Income Dividend Reinvestment	3,893.36			
08/31/2025	Ending Balance			1,046,237.45	



Account Statement

August 31, 2025

Page 9 of 10

Account Number: TX-01-0518-0007

Pueblo Nuevo Park Project

Account Summary

Average Monthly Yield: 4.3904%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	168,708.62	0.00	0.00	630.16	4,931.07	169,043.84	169,338.78

Transaction Activity

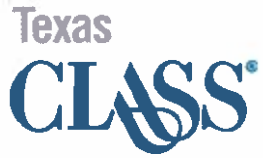
Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2025	Beginning Balance			168,708.62	
08/31/2025	Income Dividend Reinvestment	630.16			
08/31/2025	Ending Balance			169,338.78	



Texas CLASS

Texas CLASS		
Date	Dividend Rate	Daily Yield
08/01/2025	0.000362919	4.4193%
08/02/2025	0.000000000	4.4155%
08/03/2025	0.000000000	4.4155%
08/04/2025	0.000120486	4.3977%
08/05/2025	0.000120384	4.3940%
08/06/2025	0.000120532	4.3994%
08/07/2025	0.000120376	4.3937%
08/08/2025	0.000361194	4.3945%
08/09/2025	0.000000000	4.3945%
08/10/2025	0.000000000	4.3945%
08/11/2025	0.000120429	4.3957%
08/12/2025	0.000120235	4.3886%
08/13/2025	0.000120371	4.3935%
08/14/2025	0.000119982	4.3793%
08/15/2025	0.000360588	4.3872%
08/16/2025	0.000000000	4.3872%
08/17/2025	0.000000000	4.3872%
08/18/2025	0.000120337	4.3923%
08/19/2025	0.000120091	4.3833%
08/20/2025	0.000120021	4.3808%
08/21/2025	0.000119788	4.3723%
08/22/2025	0.000359733	4.3768%
08/23/2025	0.000000000	4.3768%
08/24/2025	0.000000000	4.3768%
08/25/2025	0.000120312	4.3914%
08/26/2025	0.000120414	4.3951%
08/27/2025	0.000120459	4.3969%
08/28/2025	0.000120205	4.3875%
08/29/2025	0.000359835	4.3780%
08/30/2025	0.000000000	4.3780%
08/31/2025	0.000000000	4.3780%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



Summary Statement

September 30, 2025

Page 1 of 10

Investor ID: TX-01-0518

0000390-0007694 PDF 834240

City of Alpine
100 North 13th Street
Alpine, TX 79830

Texas CLASS

Texas CLASS

Average Monthly Yield: 4.3496%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0518-0001	HOT RESERVES	100,102.02	0.00	0.00	358.46	3,273.36	100,293.18	100,460.48
TX-01-0518-0002	AIRPORT RESERVES	6,357.38	0.00	0.00	22.78	207.89	6,369.53	6,380.16
TX-01-0518-0003	CAPITAL IMPROVEMENTS	277,000.89	0.00	0.00	991.93	9,058.06	277,529.87	277,992.82
TX-01-0518-0004	CREEK TRAIL RESERVE	265,519.79	0.00	0.00	950.83	8,682.65	266,026.85	266,470.62
TX-01-0518-0005	FIRE DEPARTMENT ASSISTANCE RESERVE	218,518.80	0.00	0.00	782.50	7,145.66	218,936.09	219,301.30

Tel: (800) 707-6242

<https://www.texasclass.com/>



Summary Statement

September 30, 2025

Page 2 of 10

Investor ID: TX-01-0518

City of Alpine
100 North 13th Street
Alpine, TX 79830

Texas CLASS - (continued)

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
TX-01-0518-0006	WATER/SEWER INFRASTRUCTURE RESERVE	1,046,237.45	0.00	0.00	3,746.56	34,212.76	1,048,235.43	1,049,984.01
TX-01-0518-0007	Pueblo Nuevo Park Project	169,338.78	0.00	0.00	606.38	5,537.45	169,662.15	169,945.16
TOTAL		2,083,075.11	0.00	0.00	7,459.44	68,117.83	2,087,053.10	2,090,534.55



Account Statement

September 30, 2025

Page 3 of 10

Account Number: TX-01-0518-0001

HOT RESERVES

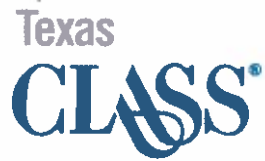
Account Summary

Average Monthly Yield: 4.3496%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	100,102.02	0.00	0.00	358.46	3,273.36	100,293.18	100,460.48

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
09/01/2025	Beginning Balance			100,102.02	
09/30/2025	Income Dividend Reinvestment	358.46			
09/30/2025	Ending Balance			100,460.48	



Account Statement

September 30, 2025

Page 4 of 10

Account Number: TX-01-0518-0002

AIRPORT RESERVES

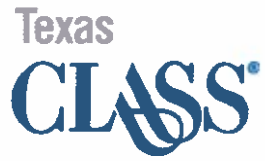
Account Summary

Average Monthly Yield: 4.3496%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	6,357.38	0.00	0.00	22.78	207.89	6,369.53	6,380.16

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
09/01/2025	Beginning Balance			6,357.38	
09/30/2025	Income Dividend Reinvestment	22.78			
09/30/2025	Ending Balance			6,380.16	



Account Statement

September 30, 2025

Page 5 of 10

Account Number: TX-01-0518-0003

CAPITAL IMPROVEMENTS

Account Summary

Average Monthly Yield: 4.3496%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	277,000.89	0.00	0.00	991.93	9,058.06	277,529.87	277,992.82

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
09/01/2025	Beginning Balance			277,000.89	
09/30/2025	Income Dividend Reinvestment	991.93			
09/30/2025	Ending Balance			277,992.82	



Account Statement

September 30, 2025

Page 6 of 10

Account Number: TX-01-0518-0004

CREEK TRAIL RESERVE

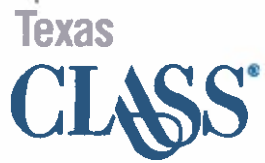
Account Summary

Average Monthly Yield: 4.3496%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	265,519.79	0.00	0.00	950.83	8,682.65	266,026.85	266,470.62

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
09/01/2025	Beginning Balance			265,519.79	
09/30/2025	Income Dividend Reinvestment	950.83			
09/30/2025	Ending Balance			266,470.62	



Account Statement

September 30, 2025

Page 7 of 10

Account Number: TX-01-0518-0005

FIRE DEPARTMENT ASSISTANCE RESERVE

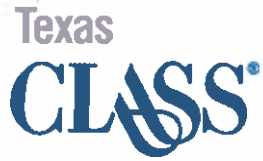
Account Summary

Average Monthly Yield: 4.3496%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	218,518.80	0.00	0.00	782.50	7,145.66	218,936.09	219,301.30

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
09/01/2025	Beginning Balance			218,518.80	
09/30/2025	Income Dividend Reinvestment	782.50			
09/30/2025	Ending Balance			219,301.30	



Account Statement

September 30, 2025

Page 8 of 10

Account Number: TX-01-0518-0006

WATER/SEWER INFRASTRUCTURE RESERVE

Account Summary

Average Monthly Yield: 4.3496%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	1,046,237.45	0.00	0.00	3,746.56	34,212.76	1,048,235.43	1,049,984.01

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
09/01/2025	Beginning Balance			1,046,237.45	
09/30/2025	Income Dividend Reinvestment	3,746.56			
09/30/2025	Ending Balance			1,049,984.01	



Account Statement

September 30, 2025

Page 9 of 10

Account Number: TX-01-0518-0007

Pueblo Nuevo Park Project

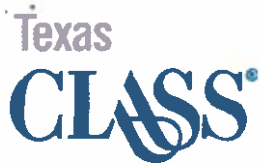
Account Summary

Average Monthly Yield: 4.3496%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Texas CLASS	169,338.78	0.00	0.00	606.38	5,537.45	169,662.15	169,945.16

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
09/01/2025	Beginning Balance			169,338.78	
09/30/2025	Income Dividend Reinvestment	606.38			
09/30/2025	Ending Balance			169,945.16	



Texas CLASS

Texas CLASS		
Date	Dividend Rate	Daily Yield
09/01/2025	0.000000000	4.3780%
09/02/2025	0.000120078	4.3828%
09/03/2025	0.000120569	4.4011%
09/04/2025	0.000120624	4.4028%
09/05/2025	0.000362502	4.4104%
09/06/2025	0.000000000	4.4104%
09/07/2025	0.000000000	4.4104%
09/08/2025	0.000120848	4.4110%
09/09/2025	0.000120602	4.4021%
09/10/2025	0.000120596	4.4017%
09/11/2025	0.000120585	4.4014%
09/12/2025	0.000362220	4.4070%
09/13/2025	0.000000000	4.4070%
09/14/2025	0.000000000	4.4070%
09/15/2025	0.000121056	4.4186%
09/16/2025	0.000121488	4.4343%
09/17/2025	0.000120431	4.3957%
09/18/2025	0.000119390	4.3577%
09/19/2025	0.000351393	4.2753%
09/20/2025	0.000000000	4.2753%
09/21/2025	0.000000000	4.2753%
09/22/2025	0.000117279	4.2807%
09/23/2025	0.000116766	4.2620%
09/24/2025	0.000116590	4.2556%
09/25/2025	0.000116766	4.2620%
09/26/2025	0.000351615	4.2784%
09/27/2025	0.000000000	4.2784%
09/28/2025	0.000000000	4.2784%
09/29/2025	0.000116842	4.2647%
09/30/2025	0.000116815	4.2637%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 8E

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

Approval of the September 2025 invoice for Bojorquez Law Firm Services. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. September 2025 Invoice #13931

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 - 10/10/2025
Final Approval - 10/10/2025



INVOICE

Number	13931
Issue Date	9/30/2025
Due Date	10/30/2025

City of Alpine
Geoffrey Calderon, Interim City Manager
100 N 13th St.
Alpine, TX 79830

Alpine - General

Total for Alpine - General	\$2,352.00
----------------------------	------------

Alpine - Municipal Court

Total for Alpine - Municipal Court	\$382.00
------------------------------------	----------

Alpine - Real Estate

Total for Alpine - Real Estate	\$190.20
--------------------------------	----------

Total (USD)	\$2,924.20
Paid	\$0.00
Balance	\$2,924.20
I-13596 Previous Balance	\$6,134.10
I-13817 Previous Balance	\$3,124.20
Total Outstanding	\$12,182.50

Terms & Conditions

WARNING: While this document is a public record subject to release under Tex. Gov't Code Ch. 552.022(a), it might contain *Confidential/Privileged* information exempt from disclosure.

Make checks payable to Bojorquez Law Firm, PC

Tax ID#27-0818127

11675 Jollyville Road, Suite 300

Austin, TX 78759

ALL PAST DUE AMOUNTS ARE SUBJECT TO INTEREST CHARGES

Timekeeper Totals

Name	Rate	Hours	Total
Cynthia Trevino	\$207.27	13.90	\$2,881.00
Nicole E Hipp-Follweiler	\$108.00	0.40	\$43.20

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 10A

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

Alpine Volunteer Fire Department Update from Chief James Etchison. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

APPROVERS

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

Approved - 10/14/2025
Final Approval - 10/14/2025

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 10B

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

Emergency Services Board update by Rusty Moore. (G. Calderon, Interim, City Manager)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

APPROVERS

Alexandra Tackett, Deputy City Secretary

Geoffrey R. Calderon, City Secretary

Approved - 10/10/2025

Final Approval - 10/10/2025

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 11A

Department: City Council

Sponsor: Lucy Escovedo, Councilor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



AGENDA ITEM

Discuss the Parks and Recreation Board and the possibility of dissolving the board. (L. Escovedo, 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 - 10/10/2025
Final Approval - 10/10/2025

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 11B

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 Ordinance 2025-11-01, a proposed ordinance Amending Chapter 23 – City Council to the Alpine Code of Ordinances; Amending Article II – Rules of Procedure by amending agenda deadlines for City Council meetings and by adding Section 23-8(d) to authorize the Mayor to sign certain letters of support that do not obligate city funds or commit city resources, relate to projects or initiatives that benefit the community or promote intergovernmental or community partnerships, and are subsequently placed on the consent agenda for City Council approval. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

Purpose

The proposed Ordinance 2025-11-01 updates the City of Alpine Code of Ordinances, Chapter 23 – City Council, Article II – Rules of Procedure, to refine agenda deadlines and establish a new provision authorizing the Mayor to sign certain letters of support under specific conditions. These changes are intended to improve procedural efficiency, enhance transparency, and formalize practices that align with Council’s direction and past discussions.

Key Provisions

1. Agenda Deadlines

- Adjusts deadlines for submission of City Council agenda items and backup documentation.
- Extends Council Members an additional 24 hours for agenda submissions, aligning packet delivery with agenda posting timelines.
- Revises packet completion and posting requirements to ensure compliance with statutory notice and Council directives

1. Letters of Support – Section 23-8(d)

- Authorizes the Mayor to sign letters of support **only when**:
 - The letter does not obligate City funds or commit City resources.
 - The letter relates to projects, initiatives, or applications that benefit the community or promote intergovernmental or community partnerships.
 - The letter is subsequently placed on the **consent agenda** for Council approval at the next regular meeting, ensuring transparency and oversight.
- Explicitly prohibits the Mayor from signing contracts, agreements, or other binding instruments without Council approval.

1. Clarifications to Rules of Procedure

- Confirms that motions to postpone may be offered as standalone subsidiary motions.
- Provides flexibility for Council to reopen votes prior to adjournment if a member wishes to change their vote.

Rationale

- The agenda deadline revisions give Council and staff more time for review and ensure consistent and transparent packet delivery.
- The letters of support provision provides the Mayor limited authority to act on time-sensitive opportunities while maintaining Council oversight through the consent agenda process.
- These updates are consistent with best practices for municipal governance, ensuring efficient meeting management while safeguarding accountability.

Implementation Timeline

- **October 7, 2025** – Initial Council discussion on letters of support authority.
- **October 21, 2025** – Council discussion of full ordinance revisions.
- **November 4, 2025** – First Reading.

- **November 18, 2025** – Second Reading and Public Hearing

SUPPORTING MATERIALS

1. 2025-11-01 ORDINANCE - Rules of Procedure Sec. 23-9
2. FY 2025-2026 Agenda Deadlines List
3. FY 2025-2026 CALENDAR

BUDGET CONSIDERATIONS

Expenditure Required: N/A
Savings Anticipation: N/A
Current Budget FY 2025-2026: N/A
Additional Funding: N/A

APPROVERS

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

Approved - 10/10/2025
Final Approval - 10/10/2025

ORDINANCE 2025-11-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING CHAPTER 23 – CITY COUNCIL OF THE ALPINE CODE OF ORDINANCES; AMENDING ARTICLE II – RULES OF PROCEDURE BY AMENDING AGENDA DEADLINES FOR CITY COUNCIL MEETINGS AND BY ADDING SECTION 23-8(D) TO AUTHORIZE THE MAYOR TO SIGN CERTAIN LETTERS OF SUPPORT THAT DO NOT OBLIGATE CITY FUNDS OR COMMIT CITY RESOURCES, RELATE TO PROJECTS OR INITIATIVES THAT BENEFIT THE COMMUNITY OR PROMOTE INTERGOVERNMENTAL OR COMMUNITY PARTNERSHIPS, AND ARE SUBSEQUENTLY PLACED ON THE CONSENT AGENDA FOR CITY COUNCIL APPROVAL; PROVIDING CUMULATIVE AND SEVERABILITY CLAUSES; PROVIDING FOR THE FOLLOWING CLAUSES: FINDINGS OF FACT, INCLUSION IN THE CODE OF ORDINANCES, CUMULATIVE, SEVERABILITY, PROPER NOTICE AND MEETING, PUBLIC HEARING, AND EFFECTIVE DATE.

WHEREAS, the City of Alpine, Texas is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution, and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council shall determine by ordinance its own rules of procedure and order of business, pursuant to Section 3.08 of the Alpine Home Rule Charter; and

WHEREAS, the City Council previously adopted Ordinance No. 2003-07-11, Ordinance No. 2004-09-04, Ordinance No. 2005-09-25, Ordinance No. 2006-06-7, Ordinance 2006-06-08, Ordinance No. 2007-06-01, Ordinance No. 2008-07-01, Ordinance No. 2009-11-03, Ordinance No. 2012-01-01, Ordinance 2014-08-01, Ordinance 2015-07-01, Ordinance No. 2021-11-01, Ordinance No. 2022-01-01, and Ordinance No. 2024-04-03, which implemented updates to the City Council Rules of Procedure; and

WHEREAS, the City Council of the City of Alpine is tasked with the governance of the City and holds public meetings to gather information, take action, obtain input, and lead the City; and

WHEREAS, it is critical that proper rules of procedure, general guidelines, and rules of decorum are set to ensure efficient governance of meetings of the City Council; and

WHEREAS, such rules of procedure and rules of decorum may assist the Council in maintaining order of meetings, enable members to conduct business more efficiently, and allows the Council to enact official processes that increase productivity; and

WHEREAS, such rules and guidelines must ensure that civil discourse, intimidation, discrimination, personal attacks, and other obstructions are mitigated so that the business of the City may be conducted efficiently without detracting from the purposes and goals of the City Council; and

WHEREAS, it is deemed by the City Council of the City of Alpine to be in the public interest to amend the previously passed, written, and universal Rules of Decorum for

Council Members, staff, and other participants to abide by during proceedings of the Alpine City Council.

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

**SECTION I
FINDINGS OF FACT**

Chapter 23 – City Council to the Alpine Code of Ordinances is hereby amended to reflect the updates attached hereto as Exhibit “A.” The premises attached as Exhibit “A” are hereby found to be true and correct legislative and factual findings of the City Council of the City of Alpine and are hereby approved and incorporated herein as findings of fact.

**SECTION II
INCLUSION IN THE CODE OF ORDINANCES**

The provisions of this ordinance shall become and be made a part of the Code of Ordinances of Alpine, Texas. The sections of the ordinance may be renumbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section,” “article,” or any other appropriate word. The codifier of the city is empowered to make amendments to match the style of the existing code.

**SECTION III
CUMULATIVE CLAUSE**

This ordinance shall be cumulative of all provisions of the City of Alpine, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinance, in which event the conflicting provisions of such ordinance are hereby repealed.

**SECTION IV
SEVERABILITY CLAUSE**

It is hereby declared to be the intention of the City Council of the City of Alpine that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance should be declared unconstitutional by the valid 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 the ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, clause, sentence, paragraph or section.

**SECTION V
PROPER NOTICE AND MEETING**

It is hereby officially found and determined that the meeting at which this ordinance was adopted was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**SECTION VI
PUBLIC HEARING**

A public hearing was held on November 18, 2025, where interested parties had the opportunity to make public comments on this ordinance prior to approval. Notice of the date and time of the

hearing and notice of how to obtain copies of the proposed ordinance was published in the Alpine Avalanche, the official newspaper of the City of Alpine on November 13, 2025.

**SECTION VII
EFFECTIVE DATE**

This ordinance shall be effective upon passage and publication as required by State and Local law.

PASSED AND ADOPTED THIS 18th DAY OF NOVEMBER 2025 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

INTRODUCTION AND FIRST READING

NOVEMBER 4, 2025

SECOND AND FINAL READING

NOVEMBER 18, 2025

APPROVED:

Catherine Eaves, Mayor

ATTEST:

Geoffrey R. Calderon, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT “A”

EDITOR’S NOTE:

Additions are Underlined.

~~Omissions appear in Red Strikethrough Text.~~

Chapter 23 CITY COUNCIL

ARTICLE I. IN GENERAL

Sec. 23-1. Authority.

Pursuant to article III, section 3.08 of the city Charter, the city council shall determine by ordinance its own rules of procedure and order of business.

(Ord. No. 2021-11-01, § I(Exh. A), 11-16-21)

Sec. 23-2. Construction of authority.

The construction of authority in all matters associated with city council meetings and activities of the city council, including the agenda, shall be:

- (1) The United States Constitution and statutes of the United States of America;
- (2) The Texas Constitution and statutes of the State of Texas;
- (3) The Alpine City Charter; and
- (4) The Code of Ordinances of the City of Alpine, Texas.

(Ord. No. 2021-11-01, § I(Exh. A), 11-16-21)

Sec. 23-3. Meetings shall be public.

The city council shall follow both the letter and the spirit of V.T.C.A., Government Code ch. 551 (the Texas Open Meetings Act). Accordingly, meetings shall be open to the public.

(Ord. No. 2021-11-01, § I(Exh. A), 11-16-21)

Sec. 23-4. Types of meetings.

- (a) *Regular meetings.* Regular city council meetings shall be held on the first and third Tuesday of each month at 5:30 p.m. in city council chambers at 803 W Holland Avenue, or at such other location as circumstances may necessitate. The location of the meeting shall be clearly delineated on the council agenda. Posting proper notice may change the location or time, or part, or all of any meeting. The city council shall approve an annual meeting calendar that sets the schedule for the upcoming year prior to the end of each fiscal year. All unfinished meetings shall recess no later than completion of the agenda item pending at 9:00 p.m., unless by motion and majority vote the council decides to continue the meeting; meetings shall be recessed under the following conditions:
 - (1) If any of the five councilmembers present cannot attend the next day to reconvene, the meeting must adjourn unless all of the council members who cannot attend the next day give permission to recess.
 - (2) If recessed, the meeting shall be reconvened in the same place, at the same time, and on the next day, unless by motion and majority vote the council decides to set a different time and/or place.
- (b) *Workshop meetings.* A workshop is a meeting to discuss or explore matters of interest to the city, review and discuss agenda items, meet with city boards, commissions or committee members, city staff or officers of civic organizations, governing bodies or individuals specifically invited to the session by the mayor, city manager or the council. These meetings are informational and no formal action shall be taken unless the posted agenda indicates otherwise. The mayor may allow any citizen to participate in the discussion at a work session, but only as recognized by the mayor. The mayor may end citizen participation in a work session in order to allow the city council to proceed with discussion.
- (c) *Town hall meetings.* Town hall meetings may be held by the city council, by individual city council members, or the mayor. Town halls are informal and meant to engage the citizenry to provide feedback, hold discussions, and to provide input to the city. Town hall meetings may be held at any location, are not recorded,

and minutes do not have to be taken for the meeting. Town halls where more than a quorum of the city council may be present must be published in accordance with the Texas Open Meetings Act. No formal action may be taken at a town hall.

- (d) *Special meetings or called meetings.* Special meetings may be called by the city secretary upon written request of the mayor, or by any three members of the city council. The city secretary shall cause the posting of notice of the meeting as governed by applicable law. Special meetings shall normally be held at 5:30 p.m. in city council chambers located at 803 W Holland Avenue. The mayor or three council members may designate a location for the special meeting other than city council chambers as long as the location is open to the public, proper notice is posted, and the meeting is in compliance with applicable law.
- (e) *Emergency meetings.* In case of emergency or urgent public necessity, pursuant to V.T.C.A., Government Code § 551.045, an emergency meeting may be called by the mayor, city manager, or two members of the city council. The emergency shall be clearly expressed in the notice of the meeting and the notice must be posted at least two hours before the meeting is convened. Notice shall be provided to the media in accordance with V.T.C.A., Government Code § 551.047.
- (f) *Closed meeting or executive session.* The city council may meet in a closed meeting but only under conditions enumerated in V.T.C.A., Government Code ch. 551. An executive session item relating to personnel matters must be conducted in an open meeting upon the request for a public hearing by the officer or employee who is the subject of the deliberation. Details discussed in closed meetings shall be considered confidential and shall not be discussed or disclosed outside of the meeting. The city council shall determine who may or may not attend executive session by majority vote. No action may be taken by the city council in executive session. Any final action resulting from an executive session must be taken during the open public session.

(Ord. No. 2021-11-01, § I(Exh. A), 11-16-21; Ord. No. 2024-04-03, § I(Exh. A), 5-7-24)

Sec. 23-5. Types of council action.

The council adopts standing policy for the city primarily in three forms: (1) ordinances, (2) resolutions, and (3) orders.

- (1) *Ordinances.* An ordinance adopted by the council is a law of the city that may be enforced through the court system. Copies of proposed ordinances are furnished to members of the council in their agenda packets. Copies of proposed ordinances are made available at city hall and will be furnished to residents upon request to the city secretary. General ordinances are those ordinances of a permanent or continuing nature that affect the residents of the city at large. The council may legislate by ordinance only. Ordinances are maintained by the city secretary.
 - a. *Ordinance policy.* In addition to the requirements set forth in the city Charter, section 3.13 and section 3.14, it is the policy of the city to hold two readings for each ordinance:
 - 1. At a city council meeting prior to publication of the draft ordinance for official public hearing, the city council will take action to review, amend (as necessary), and vote on the draft ordinance. The agenda action item for the preliminary reading of the ordinance will be designated the "first reading" of the ordinance.
 - 2. If the draft ordinance is approved by city council at the first reading, then the ordinance, with or without amendment, will proceed as delineated in the city Charter to a public hearing and presentation to the city council for official adoption. The presentation to the city council for official adoption after the public hearing will be designated the "second and final reading" of the ordinance.
 - 3. A proposed ordinance may be amended during the first reading, but any ordinance amended in substance at a second and final reading (and public hearing), must be again reconsidered at the next regular meeting. If the ordinance is amended as to any matter of substance at the second and final reading, the council may not adopt it until the ordinance or its amended sections have been subjected to all the procedures required in the case of a newly introduced ordinance in accordance with section 3.14 of the city Charter.

4. The exceptions to the two-reading ordinance policy are ordinances authorizing the issue of bonds or other obligations, budget amendments, and ordinances calling or canvassing an election. These ordinances may be adopted at a "first and final reading" so long as the publication requirements with section 3.14 of the city Charter are met. Emergency ordinances may be considered and adopted in accordance with applicable state law and are not subject to the two-reading ordinance policy.
- b. *Ordinance procedures.* Being that ordinances have the force and effect of law, the city implements the following ordinance procedures to ensure the most efficient use of time and resources, to ensure adequate legal and stakeholder review and input, and to ensure transparency in government:
1. To maximize review by members of the community during the ordinance process, all ordinances shall be recommended by the relevant board, commission, or committee, when the subject of matter of the ordinance would clearly benefit from input from a specific board, commission, or committee.
 2. An ordinance change may be requested by the mayor, by any member of the city council, by city administration ("the city manager and/or the city secretary"), or by official action of a board, commission, or committee. The initial request to amend, or establish an ordinance must be made to city administration.
 3. Upon receiving a request to amend or establish an ordinance, city administration must research and provide initial feedback, including a timeline to organize, request staff input, and write the proposed ordinance. The more complex the changes, the longer the time it will take for research and preparation. The initial feedback and tentative schedule for the proposed ordinance will be provided to the requestor within seven days of receiving the request. Ordinances proposed to be considered by boards, commissions, and committees are subject to the same scheduling steps and timelines outlined in this section to provide city staff with necessary time to review the proposed ordinances, consult with the appropriate departments, and to prepare official recommendations at the board meeting which the proposed ordinance will be considered.
 4. Before official presentation at a city council meeting, a copy of the draft ordinance should be submitted to the city council and to the city attorney for review. A minimum of two weeks will be provided to the city council and city attorney to review proposed ordinances.
 5. Once the two-week deadline has been met, the ordinance may be scheduled for a first reading, may be referred to a board, commission, or committee, or may be scheduled for further discussion.
 6. Once the ordinance is approved at a first reading, a second and final reading may be scheduled for city council consideration. Publication requirements must be followed in accordance with section 3.14 of the city Charter.
 7. Upon approval of the second and final reading of an ordinance, city administration shall notify the city codifier of the passed ordinance and provide notice of the passed ordinance to the public in accordance with section 3.14 of the city Charter.
- (2) *Resolutions.* Resolutions do not have the force of law. A resolution is adopted to state a policy or to define in writing the intent or action of the council when a law is not necessary. The city hereby adopts a policy by which each council action is assigned a resolution number correlating with the action. Resolutions formally document approval of a council action, may be used to define the council's policy on an issue, or may otherwise be used as dictated by ordinance or state statute. In the absence of a formal, written or typed, and signed document, the resolution and associated action shall be verifiable in the minutes of the meeting at which the action was approved by the council. Resolutions are maintained by the city secretary.
- (3) *Orders.* Orders are a type of council action that may be approved in limited circumstances. Orders may be considered as for election-related matters, disaster declarations, emergency declarations, or any other acceptable action permitted by law. Orders are maintained by the city secretary.

(Ord. No. 2021-11-01, § I(Exh. A), 11-16-21; Ord. No. 2024-04-03, § I(Exh. A), 5-7-24)

Sec. 23-6. Record of meetings.

- (a) The city secretary shall keep written minutes and video recordings of all city council meetings. Minutes and video recordings of meetings shall be public documents available for inspection by citizens. Minutes are only official upon approval of the city council. The official minutes of the city council should not include discussion or everything that was said at the meeting, but at minimum shall include:
 - (1) Action taken by the council.
 - (2) The text of all main motions, as amended.
 - (3) The text of all "points of order" and "appeals," along with the reason given by the mayor or mayor pro tem for the ruling.
 - (4) The results of the vote, as to whether the motion was "adopted," "lost," or "failed."
 - (5) A record of the council member who made the motion, the council member who seconded the motion, any council member who moves to amend a main motion, and how each council member voted on the item.
 - (6) A council member may request, through the presiding officer, the privilege of having an abstract of his/her statement on any subject under consideration by the council entered in the minutes. If the council consents thereto by a majority vote, such statement shall be entered in the minutes.
 - (7) The council may, by majority vote, request to add or amend minutes as the council deems appropriate.

(Ord. No. 2021-11-01, § I(Exh. A), 11-16-21; Ord. No. 2024-04-03, § I(Exh. A), 5-7-24)

ARTICLE II. RULES OF PROCEDURE

Sec. 23-7. Quorum.

In accordance with section 3.07(b) of the city Charter, the mayor shall, with three of the councilmembers, constitute a quorum. In the absence of the mayor, any four of the council members shall constitute a quorum. If, because of one or more vacancies, the council comprises less than six members, 60 percent of the membership shall constitute a quorum. At any meeting at which both the mayor and mayor pro tem are absent, the quorum may appoint any councilmember to preside as acting mayor.

(Ord. No. 2021-11-01, § I(Exh. A), 11-16-21)

Sec. 23-8. Parliamentary procedure.

- (a) *General procedure.* General rules of parliamentary procedure as defined herein, consistent with the city Charter and any applicable city ordinance, statute or other legal requirement, shall govern the proceedings of the city council. To the extent not inconsistent with these rules, the city council shall utilize Robert's Rules of Order as a general guideline for additional rules of parliamentary procedure without being a procedural requirement. Notwithstanding the above, failure to abide by, or adhere to, these rules shall not nullify or negate any action by the city council. These rules of parliamentary procedure are intended solely as a guideline. The city council may adopt or revoke any specific rules of procedure at any time by resolution or ordinance.
- (b) *Parliamentarian.* The city secretary is designated as the parliamentarian of the city council. He/she shall make recommendations to the presiding officer as appropriate to advise on parliamentary procedure. The parliamentarian may offer advice and recommendations, but the presiding officer makes the final ruling on procedural issues, subject to appeal by a majority vote of the city council.

(c) *Duties of the presiding officer.* The presiding officer of the council shall be the mayor. The presiding officer shall preserve strict order and decorum at all regular and special meetings of the council. He/she shall state every question coming before the council, announce the decision of the council on all subjects and decide all questions of order. All rulings by the presiding officer are subject to an appeal to the city council, in which event a majority vote of the city council shall govern and conclusively determine such question of order. He/she shall sign all ordinances and resolutions adopted by the council during his/her presence. In the event of the absence of the mayor, the mayor pro tem shall sign ordinances or resolutions as then adopted. The mayor pro tem shall also serve as the presiding officer of a meeting at which the mayor is not physically present, including meetings where the mayor is in attendance virtually. The city secretary shall countersign all official documents and signatures of the mayor or mayor pro tem.

- (1) The mayor or mayor pro tem shall preside with fairness and impart maintaining absolute neutrality by posture, demeanor, action and language during all meetings. The mayor, or mayor pro tem when presiding over a meeting, is entitled to offer an opinion on all matters being considered by the city council. The mayor, mayor pro tem, or any council member shall not restrict orderly speech, in any way, of any council member or city manager presentation or discussion of any item.

(d) *Letters of Support.*

The Mayor is authorized to sign letters of support on behalf of the City of Alpine, provided that:

- 1) *The letter does not obligate City funds or commit City resources;*
- 2) *The letter relates to projects, initiatives, or applications that benefit the community or promote intergovernmental or community partnerships; and*
- 3) *Any such letter signed by the Mayor shall be placed on the consent agenda for City Council approval at the next regular meeting and included in the meeting packet for transparency.*

Nothing in this section authorizes the Mayor to sign agreements, contracts, or other instruments that legally bind the City without prior Council approval.

(de) *Council deliberations.* The presiding officer has the responsibility to control the discussion and the order of speakers. Council members will generally be called upon in the order of the request to speak, although privilege to speak shall generally begin with the moving party or individual who sponsored the item on the agenda, respectively. A council member may not be recognized to speak subsequently until each council member has had an opportunity to obtain the floor. A council member holding the floor may address a question to another council member and that council member may, should they so choose, respond to the question while the floor is still held by the council member asking the question.

(e-f) *Obtaining the floor.* Any member of the council wishing to speak shall first obtain the floor by making a request for the floor to the presiding officer. The presiding officer shall recognize any council member who seeks the floor when appropriately entitled to do so.

(f g) *Motions.* Motions may be made and seconded by any member of the city council, excluding the presiding officer.

(g h) *Procedures for motions.* The following is the general procedure for making motions:

- (1) The item is announced or read aloud by the presiding officer or the individual who sponsored the item on the agenda.
- (2) After an agenda item is announced or read by the presiding officer, or the individual who sponsored the item on the agenda, a motion must be on the table and seconded before discussion may take place. A motion and a second is not required for information-only items. The ensuing discussion must be limited to the subject matter or motion currently being considered.
- (3) A council member may make an affirmative motion on the item before discussion may take place.
- (4) A council member may second the motion on the item before discussion may take place.
- (5) Once the motion has been properly made and seconded, the presiding officer shall open the matter for further discussion offering the first opportunity to the moving party, and thereafter, to any council member recognized by the presiding officer.

- (~~h~~ i) *Amendments to motions.* When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to acting on the main motion. No motion of a subject other than the agenda item under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amendments in reverse order of how they were made. If an amendment is approved, the original motion must be approved as amended. Amendments must be seconded.
- (~~f~~ j) *Motion to table.* A motion to table, or a motion to lay on the table, may be made to defer an item until the next meeting. Tabled items will automatically be added to the next city council agenda.
- (~~j~~ k) *Motion to postpone, motion to postpone indefinitely.* A motion to postpone until a specific date may be made if a council member wishes to postpone an item until a specific date. A motion to postpone indefinitely may be made if a council members wishes to postpone an item indefinitely. A motion to postpone may not be offered as an amendment but as a standalone subsidiary motion that would kill the original motion without having to vote on the original motion.
- (~~k~~ l) *Points of order.* The city manager, the city secretary, the presiding officer, or any council member may call a point of order to facilitate the running of the meeting, but shall not utilize a point of order to limit constructive feedback or debate pertaining to the discussion. The presiding officer will determine if a point of order is well taken or not well taken, subject to an appeal to the city council.
- (~~f~~ m) *Call for the question, previous question, calling for a vote.* Any council member, once recognized, may call for the question to request that discussion be ended and that the item being considered be immediately put to a vote. A second is required, and the motion is not debatable. A call for the question shall not be used to limit constructive feedback or debate pertaining to the discussion. The presiding officer will determine if a call for the question is well taken or not well taken, subject to an appeal to the city council.
- (~~m~~ n) *Continuance of discussion or hearings.* Any item being discussed or any public hearing at a city council meeting may, by order, notice, or motion, be continued or tabled to any subsequent meeting.
- (~~n~~ o) *Recess.* The presiding officer may call for a recess of up to 15 minutes at regular intervals at appropriate points in the meeting agenda.

(Ord. No. 2021-11-01, § I(Exh. A), 11-16-21; Ord. No. 2024-04-03, § I(Exh. A), 5-7-24)

Sec. 23-9. Agenda.

- (a) The mayor, the city manager, the city secretary, the city attorney, or any member of the city council by written request, may place an item on a city council agenda. Residents may not add items to an agenda, but may make a request to their city council member to place an item on an agenda. Resident requests may be added to an agenda at the sole discretion of their city council member. All resolutions or ordinances require sponsorship by a council member or the city manager, excluding resolutions or ordinances that pertain to the office of the city secretary. Ordinances or resolutions pertaining to the office of the city secretary may be added by the individual holding said office.
- (b) The written request to add an agenda item shall include a clear description of the proposed action by the council (in the form of a proposed motion) or shall clearly state the item is for discussion purposes only. The written request shall be of sufficient detail to allow staff to contribute background information on the topic, and shall be easily understandable so that any citizen may be able to understand the substance of the item.
- (c) Agenda requests and backup documentation shall be filed with the city secretary by 5:00 p.m., ~~13~~ 12 days prior to the Tuesday night city council meeting for regular city council meetings. Agenda requests and backup documentation for special meetings shall be filed with the city secretary by 5:00 p.m. ~~six~~ seven days prior to the meeting. All communications, ordinances, resolutions, contract documents, or other matters to be submitted to the council shall also be delivered to the city secretary on the same schedule. The draft agenda shall be sent to the office of the city attorney once the agenda and packet deadline has been met for both regular and special meetings. The office of the city attorney shall conduct a legal review and provide any changes within 24 hours.

- (d) Any agenda item requiring financial expenditure by the city must identify the line item of the budget that the expenditure will come from, the financing strategy to be utilized by the city, or the future budget requirements necessary to fulfill the request. The city manager shall be available to assist or advise any council member in gathering the information that they need to make a recommendation.
- (e) The city secretary will coordinate the placement and content of items on the agenda with the city manager, who shall resolve any conflicts with mayor and council members. Agenda items may be removed only by the person(s) who initially placed that item on the agenda.
- (f) Drafts of contracts, ordinances, resolutions, or other items requiring review should be submitted to the city secretary or city manager in a manner timely enough to allow for the city attorney review prior to the submittal deadline above.
- (g) City council meeting agenda packets will be assembled and maintained by the city secretary. Packets for regular meetings shall be completed and delivered to the city council ~~seven~~ six days prior to the city council meeting by 5:00 p.m. Packets for special meetings shall be completed and delivered to the city council four days prior to the special city council meeting by 5:00 p.m.
- (1) The city council meeting agenda packet for regular meetings, with confidential information redacted, shall be posted to the city website four days prior to the scheduled meeting by 5:00 p.m. The city council meeting agenda packet for special meetings, with confidential information redacted, shall be posted to the city website within 24 hours of the scheduled special meeting.

(Ord. No. 2021-11-01, § I(Exh. A), 11-16-21; Ord. No. 2024-04-03, § I(Exh. A), 5-7-24)

Sec. 23-10. Rules for attendance at regular meetings of the city council.

- (a) Section 3.02(B) of the city Charter provides that a member of city council shall forfeit his or her office if absent from three consecutive regular council meetings without being excused by the council.
- (b) A member of city council who will not be able to attend a regular council meeting shall make a reasonable effort to notify the mayor, the city manager's office, or the city secretary's office prior to the meeting, and shall indicate the reason for his or her inability to attend.
- (c) Section 3.05(B) of the city Charter provides that if any member of the council is absent from a regularly scheduled meeting of the council without being excused by the council, that member shall forfeit 50 percent of his or her monthly compensation for each such absence, not to exceed 100 percent in any one month. If a member is excused from a regularly scheduled meeting, the reason for the absence shall be reported by the mayor or acting mayor at the meeting at which the absence occurs, or at the following regularly scheduled meeting, and recorded in the minutes.
- (d) Absences shall be considered excused if for personal illness, family illness, emergencies, funerals, military service, family events including vacations, weddings, and graduations, business obligations, official city business such as attendance at a conference for municipal officers, or for other good cause as determined by the council. At the next regular meeting following the meeting at which the member was absent, the city council shall consider a vote to determine whether the member's absence is deemed excused or unexcused.
- (e) Absence from a regular meeting shall be considered unexcused if the member fails to convey the reason for his or her absence to the mayor, city manager or city secretary or otherwise fails to give sufficient information to the city council to enable it to determine the reason for the absence.

(Ord. No. 2021-11-01, § I(Exh. A), 11-16-21)

Sec. 23-11. Voting.

- (a) Presiding officer may not vote. In accordance with section 3.03 of the city Charter, the mayor, or the mayor pro tem while presiding over the council in the absence of the mayor, shall vote only in the case of a tie except to pass an ordinance when the voting membership of the council is reduced below five owing to one or more

absences and/or vacancies and/or abstentions. Neither the mayor nor the mayor pro tem shall have the power of veto.

- (b) Before a vote is taken on any item, the mayor or mayor pro tem shall restate the motion to ensure that the matter being considered is clearly understood prior to being voted on by the city council.
- (c) When a vote is called, a voice vote shall be taken by roll call in sequential order by ward (district). In the case of a tie, the presiding officer must also announce the tie breaking vote by voice vote.
- (d) After the result of a vote is announced, a council member may not change a vote unless, before the adjournment of that meeting, permission is given to change the vote by a majority vote of the members present before the adjournment of the meeting.
- (de) In all matters before the council, including a vote to hire or to terminate a city manager, the mayor may only vote as outlined in subsection (a) of this section.
 - (1) The term "full city council" means the five city council members who may vote.
 - (2) Any matter requiring "a majority vote of the full city council" means such matter requires a vote of three members of the council in favor of said matter.
 - (3) No supermajority of four votes out of five of the city council permitted to vote, in favor of hiring or terminating a city manager, is allowed by the Charter, nor is required.

(Ord. No. 2021-11-01, § I(Exh. A), 11-16-21; Ord. No. 2024-04-03, § I(Exh. A), 5-7-24)

Sec. 23-12. Order of business.

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

- (1) *Call to order.*
 - a. Pledge of Allegiance to the United States Flag.
 - b. Pledge of Allegiance to the Texas Flag.
 - c. Determination of a quorum and proof of notice of the meeting.
- (2) *Public comments.* Each person in attendance who desires to speak to the city council on an item on the agenda shall speak during this section. A public comment card must be filled out and completed at least five 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 three 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 made during public hearings are limited to three minutes per person. Unused time may not be yielded to other attendees. If more than one public hearing is being held, each person will be allowed to speak during each topic.
- (4) *Public presentations.*
 - a. Presentations and recognitions.

- b. Proclamations.
 - c. Community interest items. With respect to items not listed elsewhere on this agenda, city council members and staff may report on items of community interest, including announcing community events, announcing employee or community recognitions, requesting specific, factual, information or a recitation of existing policy from staff, or requesting placement of items on the agenda for discussion or action at a following meeting.
 - 1. Mayor announcements.
 - 2. City manager announcements.
 - 3. Council member announcements.
- (5) *Changes to posted agenda.* NOTICE: The city council reserves the right to change the order of business at any time during the meeting. To change the order of business a motion, a second, and a majority vote is required.
- a. *Items to be continued or withdrawn.* Items may be continued to the next city council meeting or withdrawn from consideration during this agenda. Items to be continued or withdrawn require a motion, a second, and a majority vote.
 - b. *Items to be removed from the consent agenda for separate discussion.* Items may be removed 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 section directly after approval of the items not requiring separate discussion. The items may then be approved individually after consideration during said section of the meeting.
 - 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, request that time-sensitive items be considered during the time sensitive items section.
- (6) *Time-sensitive items.*
- (7) *Consent agenda.*
- (8) *Items removed from the consent agenda.*
- (9) *Reports and presentations.* Presentations are limited to six minutes each. A bell will ring when the six-minute timeframe has been reached. If further time is needed the presentation may be extended an additional four minutes at the discretion of the presiding officer. After the initial period and extension have passed, the presentation may be extended further by a motion, a second, and a majority vote of the city council.
- (10) *Information or discussion items.*
- (11) *Action items.* Limited to ten per meeting.
- (12) *Executive reports.* Executive reports are limited to six minutes each. A bell will ring when the six-minute timeframe has been reached. If further time is needed the presentation may be extended an additional four 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. Executive reports do not require individual items to be listed for presentation, but no discussion may take place during this section unless the items are listed on the agenda.
- a. City mayor report.
 - b. City manager report.
- (13) *City council member comments.* No discussion or action may take place.

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 V.T.C.A., Government Code §§ 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).

(14) *Executive session.*

(15) *Action after executive session.*

(16) *Adjourn.*

(Ord. No. 2021-11-01, § I(Exh. A), 11-16-21; Ord. No. 2022-01-01, § I(Exh. A), 1-18-22; Ord. No. 2024-04-03, § I(Exh. A), 5-7-24)

Sec. 23-13, 23-14. Reserved.

ARTICLE III. RULES OF DECORUM

Sec. 23-15. Decorum.

- (a) *By council members.* While the council is in session, the members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the council nor disturb any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
- (b) *By attendees.* Any person making personal, impertinent, or slanderous remarks or who shall become boisterous while addressing the council shall be forthwith, by the presiding officer, subject to loss of speaking privileges unless permission to continue be granted by a majority vote of the council.
 - (1) Reactions from the audience following the recognition and rewarding of citizens and special guests is considered appropriate and encouraged. Disruptive verbal and/or non-verbal reactions from the audience during staff presentations to the council and during debate between councilpersons are inappropriate and are not permitted. The presiding officer will ensure that the decorum of the meeting is maintained and is appropriate.
 - (2) It is not the intention of the city council to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the city council to allow a member (or members) of the public to insult the honesty and/or integrity of the city council as a body, the proceedings of the city council, or any member or members of the city council, individually or collectively. The mayor and council will endeavor to ensure that meetings are conducted in a courteous manner, and in an atmosphere free of defamation, intimidation, personal affronts, profanity, or threats of violence.
 - (3) Members of the public shall not engage in any of the following in the meeting room during a city council meeting:
 - a. Shouting, unruly behavior, distracting side conversations, or speaking out when another person is talking.
 - b. Defamation, intimidation, personal affronts, profanity, or threats of violence.
 - c. Booming, hissing, foot stomping, ripping of paper, parading, signing or other similar behavior that impedes or disrupts the orderly conduct of the meeting.
 - (4) Members of the public may utilize electronic equipment in a manner that does not disrupt the meeting. Phone calls or other disruptive behavior will not be permitted.
 - (5) Members of the public shall not attempt to provide direction regarding rules of procedure, order of business, or otherwise direct the city council on how to properly conduct a meeting. The mayor and the

city council are the formal authority to determine what is, or is not: in order, out of order, or the correct way to conduct business of the city. The mayor, any city council member, the city manager, and the city secretary are the only individuals permitted to call a point of order or make recommendations as to how a meeting will be conducted. Outbursts and shouts to direct the meeting are unacceptable and will not be tolerated.

- (6) No offensive, vulgar, or distracting placards, banners, signs, or apparel shall be permitted to be erected or displayed by persons in attendance in city council chambers or in any other room in which the city council is holding a meeting. Exhibits, displays, and visual aids used in connection with presentations to the city council are permitted.

(Ord. No. 2021-11-01, § I(Exh. A), 11-16-21; Ord. No. 2024-04-03, § I(Exh. A), 5-7-24)

Sec. 23-16. Enforcement of decorum.

- (a) Disturbances, transgressions of the rules or disorderly conduct in the council chamber may cause the transgressor to be removed from the meeting. The presiding officer of the meeting, shall exercise control over persons who disrupt the meeting in the following ascending order of action:
 - (1) Call the person to order, advising that person of the infraction.
 - (2) Order the person to leave the meeting. If the offending person is a member of council, the presiding officer shall call for a vote on the expulsion of that member from the meeting, and such vote requires a majority for adoption.
 - (3) A police officer may remove an individual or individuals for disrupting a meeting as authorized by V.T.C.A., Penal Code § 42.05.
- (b) The chief of police, or such member or members of the police department as they may designate, shall be sergeant-at-arms of the council meetings. They shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the council meeting. Upon instructions of the presiding officer unless otherwise directed by a majority vote of the council, it shall be the duty of the designated sergeant(s)-at-arms to remove any person who violates the order and decorum of the meeting.

(Ord. No. 2021-11-01, § I(Exh. A), 11-16-21; Ord. No. 2024-04-03, § I(Exh. A), 5-7-24)

Sec. 23-17. Audience participation.

At meetings of the city council, the business of the city is conducted between the members of the city council and by those members of the staff, elected officials, department heads, consultants, experts and/or members of the public requested to be present and participate. While the public is invited and encouraged to attend all meetings of the city council, excluding executive sessions, and to ensure that meetings of the city council are conducted in a way that allows the business of the city to be effectively conducted, the public's participation therein is to be governed by the following:

- (1) Audience participation is limited to the role of observers except for during the public comment portion or public hearing portion of the meeting.
- (2) Members of the public in attendance at any regular, special, emergency, and/or workshop meeting of the city council shall conduct themselves with proper respect and decorum in speaking to and/or addressing the city council, in participating in public discussions before the city council, and in all actions in the presence of the city council. Members of the public speaking during comment periods or invited to speak shall remain behind the podium while speaking. Attendees must be physically present at a meeting to address the city council. Comments by proxy are not allowed.
- (3) City council members shall not have discussions during the public comment and public hearing portions of the agenda, nor take any action thereon other than to refer the item to city staff for research and possible future action. City staff may ask commenters clarifying questions, respond with facts, and explain policy.

-
- (4) It is the intention of the city council to provide open access to the resident and affected persons of the city to address the city council and express themselves on issues under consideration by the city council. In accordance with such, members of the public in attendance at city council meetings must be respectful of individuals making public comments before, during, and after such comments are made.
 - (5) It is the intention of the city council to hold meetings in a professional, organized, and structured manner. Accordingly, it is prohibited for printed or other material to be passed out during meetings. Residents are welcome to email materials to the council at any time. Residents may also deliver materials to be distributed to council members at city hall during normal business hours.
 - (6) As described in subsection 23-9(a), resident requests may be added to an agenda at the sole discretion of the mayor or a city council member. Residents who are added to an agenda through the mayor or a city council member may provide backup documentation to be included with the item in the city council packet, subject to approval by the member who added the item to the agenda. Approved backup documentation is subject to the same deadlines as provided in subsection 23-9(c).
 - (7) The presiding officer or city council member may, by simple request, call upon a member of the public who is physically present to provide feedback during consideration of any action item. The feedback provided by the public will be limited to three minutes per person.

(Ord. No. 2021-11-01, § I(Exh. A), 11-16-21; Ord. No. 2024-04-03, § I(Exh. A), 5-7-24)

Sec. 23-18. Addressing the city council.

- (a) *Public comments.* Before each meeting of city council the city secretary shall make public comment card available, on which any city taxpayer or resident may sign his/her name, ward (district) and indicate the agenda item on which he/she wishes to speak. Members of the public that live outside of the city limits may make comments at the discretion of the presiding officer if time permits. Only public comments regarding agenda items will be allowed. Individuals must be physically present to address the city council. Comments by proxy are not allowed.
 - (1) Individuals may address the council by oral communication by completing all requested information on the public comment card no later than five minutes before commencement of the meeting.
 - (2) Each person addressing the council shall step up to the podium, shall give his/her name and ward (district) for the record, and, unless further time is granted by the presiding officer, shall limit his/her address to three minutes. Unused public comment time may not be "designated" or "yielded" to other attendees. All remarks shall be addressed to the council as a body.
 - (3) Persons wishing to address the council on more than one agenda item or topic in a single meeting must speak on all such agenda items or topics during their three-minute presentation. Additional time is not given for additional items (however, emailing, writing, calling, or visiting with council members outside of meetings is, of course, unlimited). This requirement does not restrict anyone from also speaking at any public hearing (see additional information below).
- (b) *Public hearings.* Public hearings provide municipal residents and affected parties an opportunity to be heard, typically on certain land use items, final ordinance readings, the annual adoption of the municipal budget, and the annual adoption of the tax rate.
 - (1) There is not a form or sign up requirement for public hearings at city council meetings. Only comments regarding a public hearing agenda item may be made during the public hearing portion of the meeting. Each person that wishes to address the council during the public hearing portion of the meeting must be in attendance physically and shall raise their hand to notify the presiding officer that they would like to speak. Once acknowledged by the presiding officer, the person shall step up to the podium and shall give his/her name and ward (district) for the record. Unless further time is granted by the presiding officer, the person addressing the council shall limit his/her address to three minutes. Individuals must be physically present to address the city council. Comments by proxy are not allowed. All remarks shall be addressed to the council as a body.

(Ord. No. 2021-11-01, § I(Exh. A), 11-16-21; Ord. No. 2022-01-01, § I(Exh. A), 1-18-22; Ord. No. 2024-04-03, § I(Exh. A), 5-7-24)

Secs. 23-19—23-29. Reserved.

ARTICLE IV. ETHICS

Sec. 23-30. Definitions.

- (a) In this section, the word "member" means a member of the city council, including the mayor, or a member of a city board, commission, or committee.
- (b) In this section, the word "board" means the city council, or a city board, commission, or committee.

(Ord. No. 2024-04-03, § I(Exh. A), 5-7-24)

Sec. 23-31. Purpose.

Local government depends on the service of community-minded individuals to perform many of its services and regulatory responsibilities. Public servants are subject to increased responsibilities and laws designed to ensure the transparency and impartiality of government. The purpose of these guidelines is to outline conflict of interest rules and provide explanations as to how they pertain to a public servant's service on the city council and city boards, commissions, and committees.

(Ord. No. 2024-04-03, § I(Exh. A), 5-7-24)

Sec. 23-32. Minimum standards of conduct.

This explanation of the rules is not an endorsement of mere compliance as a standard of behavior. The rules set a minimum standard. The purpose of the ordinance is to create and maintain public confidence in the decisions of the government by avoiding even the appearance of impropriety. Members may not:

- (1) Transact any business in the member's official capacity with any entity in which the member has a "substantial interest."
- (2) Formally appear before the board of which he or she is a member while acting as an advocate for himself or herself, or for any other person, group, or entity.
- (3) Represent a private person or entity in an action in municipal court that was instituted by or arises from a decision of the member's board.
- (4) Solicit or accept a gift or favor that might reasonably tend to influence the member in the discharge of the member's duties or that the member should know has been offered with the intent to influence or reward official conduct.
- (5) Solicit or accept employment that could reasonably be expected to impair the member's independence in judgment or the member's performance of city duties.
- (6) Use city facilities, personnel, equipment or supplies for private purposes, except to the extent those things are available to the public.
- (7) Accept paid campaign work relating to a ballot proposition if the member's board exercised discretionary authority with respect to the proposition and the member participated in the board's discussion or vote.

(Ord. No. 2024-04-03, § I(Exh. A), 5-7-24)

Sec. 23-33. Conflict of interest.

Members are subject to city ordinances regarding conflicts of interest and to the state conflict of interest statute, V.T.C.A., Local Government Code ch. 171. Members who serve on boards that involve the use of federal funds can also have conflict of interest requirements under federal law.

- (1) In order to assure their independence or impartiality on behalf of the common good and compliance with conflict of interest laws, members shall use their best efforts to refrain from creating a sense or appearance of impropriety in their actions and decisions.
- (2) A conflict of interest exists when a person's personal interests would reasonably be expected to affect the person's performance of a duty to another person or institution, or if it would reasonably appear so to an observer.
- (3) When a conflict of interest exists, the board member must recuse herself or himself from discussion on the topic and action on the topic.
- (4) V.T.C.A., Local Government Code ch. 171 regulates local public officials' conflicts of interest. Members are prohibited from voting or participating on a matter involving a business entity or real property in which the official has a substantial interest if an action on the matter will result in a special economic effect on the business that is distinguishable from the effect on the public, or in the case of a

substantial interest in real property, it is reasonably foreseeable that the action will have a special economic effect on the value of the property, distinguishable from its effect on the public.

- (5) A member who has a substantial interest in an action, business entity, or real property is required to file, before a deliberation, vote, or decision on any matter involving the action, business entity, or real property, an affidavit with the office of the city secretary stating the nature and extent of the interest. The affidavit is a state-created form that is available from the office of the city secretary and must be filed within seven days of when the member becomes aware that the matter is under consideration by the city. In addition, a member is required to abstain from further participation in the matter. A member should also submit the conflict of interest affidavit as to avoid the appearance of impropriety, even if a substantial conflict of interest does not exist, but it reasonably appears to an observer that a conflict exists. However, a councilmember who is required to file an affidavit is not required to abstain from participating in the matter if a majority of the councilmembers of the governing body have a substantial interest and are required to file and do file affidavits of similar interests on the same official matter.
- (6) The existence of a conflict of interest does not speak to the personal honesty or integrity of any individual, whether the individual will be influenced by the conflict or not. No matter how honest a person may be, and regardless of the member's ability to set aside their own personal interest, if a conflict exists it undermines the appearance of fairness and impartiality. It undermines the public's acceptance that all public decisions are being made for the public good.
- (7) It is not unusual for a conflict of interest to exclude a person from participating in a matter where the person would have a great deal to contribute. The same set of life experience that gives rise to expertise, often gives rise to personal interests that create conflicts. Forgoing this source of expertise is one of the trade-offs that are made in the interest of wide public acceptance of governmental actions.

(Ord. No. 2024-04-03, § I(Exh. A), 5-7-24)

FISCAL YEAR 2025-2026 CITY COUNCIL PACKET DEADLINES

Council Meeting	Agenda/Backup Deadline Thursday & Legal review Date -12 days	Packet Delivery Date Packet print Wednesday	Agenda Posting Date Wednesday before 2pm	Packet Posting Date Friday
October 7, 2025	September 25, 2025	October 1, 2025	October 1, 2025	October 3, 2025
October 21, 2025	October 9, 2025	October 15, 2025	October 15, 2025	October 17, 2025
November 4, 2025	October 23, 2025	October 29, 2025	October 29, 2025	October 31, 2025
November 18, 2025	November 6, 2025	November 12, 2025	November 12, 2025	November 14, 2025
December 2, 2025	November 20, 2025	November 25, 2025	November 25, 2025	November 25, 2025
January 6, 2026	December 18, 2025	December 23, 2025	December 23, 2025	December 30, 2025
January 20, 2026	January 8, 2026	January 14, 2026	January 14, 2026	January 16, 2026
February 3, 2026	January 22, 2026	January 28, 2026	January 28, 2026	January 30, 2026
February 17, 2026	February 5, 2026	February 11, 2026	February 11, 2026	February 13, 2026
March 3, 2026	February 19, 2026	February 25, 2026	February 25, 2026	February 27, 2026
March 17, 2026	March 5, 2026	March 11, 2026	March 11, 2026	March 13, 2026
April 7, 2026	March 19, 2026	April 1, 2026	April 1, 2026	April 2, 2026
April 21, 2026	April 9, 2026	April 15, 2026	April 15, 2026	April 17, 2026
May 5, 2026	April 23, 2026	April 29, 2026	April 29, 2026	May 1, 2026
May 19, 2026	May 7, 2026	May 13, 2026	May 13, 2026	May 15, 2026
June 2, 2026	May 21, 2026	May 27, 2026	May 27, 2026	May 29, 2026
June 16, 2026	June 4, 2026	June 10, 2026	June 10, 2026	June 12, 2026
July 7, 2026	June 18, 2026	July 1, 2026	July 1, 2026	July 2, 2026
July 21, 2026	July 9, 2026	July 15, 2026	July 15, 2026	July 17, 2026
August 4, 2026	July 23, 2026	July 29, 2026	July 29, 2026	July 31, 2026
August 18, 2026	August 6, 2026	August 12, 2026	August 12, 2026	August 14, 2026
September 1, 2026	August 20, 2026	August 26, 2026	August 26, 2026	August 28, 2026
September 15, 2026	September 3, 2026	September 9, 2026	September 9, 2026	September 11, 2026
October 6, 2026	September 17, 2026	September 23, 2026	September 23, 2026	September 25, 2026

FY 2025-2026 COUNCIL AGENDA DEADLINES

October 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2026						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Federal holidays fiscal year 2026

Oct 13, 2025	Columbus Day	Jan 19, 2026	Martin L. King Day	Jul 3, 2026	Indepen. Day (obs.)
Nov 11, 2025	Veterans Day	Feb 16, 2026	Presidents' Day	Sep 7, 2026	Labor Day
Nov 27, 2025	Thanksgiving Day	April 3 - 6, 2026	Good Friday		
Dec 25, 2025	Christmas Day	May 25, 2026	Memorial Day		
Jan 1, 2026	New Year's Day	Jun 19, 2026	Juneteenth		

City Council
 Agenda Deadline
 City Offices Closed

CITY COUNCIL AGENDA ITEM REPORT

October 21, 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: Approve



AGENDA ITEM

Discuss Ordinance 2025-11-02, a proposed ordinance amending Chapter 16 – Boards, Commissions, and Committees to the Alpine Code of Ordinances; Amending Article IV – through article IX to provide updates to board member terms and board member appointment processes for each city board, commission, and committee; Amending Article II – Rules of Procedure by amending agenda deadlines for board meetings. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

Purpose

The proposed Ordinance 2025-11-02 updates **Chapter 16 – Boards, Commissions, and Committees** of the Alpine Code of Ordinances. The revisions address board member terms, the appointment process, and board agenda deadlines. These changes ensure compliance with updated state requirements (HB 1522), provide consistency across all City boards, commissions, and committees, and align governance with City Council policy direction.

Key Provisions

1. Board Agenda Deadlines

- Revises the submission deadline for board agendas to **seven (7) days prior to the meeting at 5:00 p.m.**
- Aligns deadlines with **House Bill 1522** requirements, ensuring staff has sufficient time to compile and post agendas within statutory notice periods.

1. Board Appointment Process

- Updates appointments to reflect that board members serve for an **indefinite term**, or until the appointing Council Member (or their successor in office) appoints a replacement.

- Clarifies that **only the Council Member whose place is vacant** may appoint the replacement for that seat.
- Provides consistency and transparency across all board sections by cleaning up appointment language.

1. Board Member Terms and Placement

- Amends Articles IV through IX to specify placement, appointment authority, and confirmation process for each City board, commission, and committee (e.g., Animal Advisory Board, HOT Committee, Music Advisory Board, Parks & Recreation Board, Planning & Zoning Commission, and Building & Standards Commission).
- Clarifies procedures for removals, vacancies, and reappointments to ensure alignment with City Council intent and continuity in board operations.

Rationale

- **Compliance:** Brings City processes into compliance with new state law (HB 1522).
- **Consistency:** Provides uniformity in appointment and term language across all boards.
- **Efficiency:** Ensures staff and elected officials have adequate time for agenda preparation and legal compliance.
- **Transparency:** Clarifies responsibilities and procedures for both appointers and board members.

Implementation Timeline

- **October 8, 2025** – Distributed to City Council and City Attorney for two-week review.
- **October 21, 2025** – Council discussion of proposed revisions.
- **November 4, 2025** – First Reading.
- **November 18, 2025** – Second Reading & Public Hearing.

1. 2025-12-02 ORDINANCE - Boards, Commissions, Committees Update
2. FY 2025-2026 Agenda Deadlines List
3. FY 2025-2026 PARKS CALENDAR
4. FY 2025-2026 P&Z CALENDAR
5. FY 2025-2026 ANIMAL CALENDAR

BUDGET CONSIDERATIONS

Expenditure Required: N/A
Savings Anticipation: N/A
Current Budget FY 2025-2026: N/A
Additional Funding: N/A

APPROVERS

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

Approved - 10/10/2025
Final Approval - 10/10/2025

ORDINANCE 2025-11-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING CHAPTER 16 – BOARDS, COMMISSIONS, AND COMMITTEES TO THE ALPINE CODE OF ORDINANCES; AMENDING ARTICLE IV – THROUGH ARTICLE IX TO PROVIDE UPDATES TO BOARD MEMBER TERMS AND BOARD MEMBER APPOINTMENT PROCESSES FOR EACH CITY BOARD, COMMISSION, AND COMMITTEE; AMENDING ARTICLE II – RULES OF PROCEDURE BY AMENDING AGENDA DEADLINES FOR BOARD MEETINGS; PROVIDING CUMULATIVE AND SEVERABILITY CLAUSES; PROVIDING FOR THE FOLLOWING CLAUSES: FINDINGS OF FACT, INCLUSION IN THE CODE OF ORDINANCES, CUMULATIVE, SEVERABILITY, PROPER NOTICE AND MEETING, PUBLIC HEARING, AND EFFECTIVE DATE.

WHEREAS, the City of Alpine, Texas (“City”) is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution, and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Alpine is tasked with the governance of the City and appoints boards, commissions, and committees (“boards”) to hold public meetings to gather information, take action, obtain input, and provide citizen input to the City Council; and

WHEREAS, the City Council previously adopted Ordinance No. 2022-10-03, which established Chapter 16 – Boards, Commissions, and Committees to the Alpine Code of Ordinances and implemented rules of procedure and decorum for City boards; and

WHEREAS, it is critical that proper rules of procedure, general guidelines, and rules of decorum are set to ensure efficient governance of meetings of City boards; and

WHEREAS, such rules of procedure and rules of decorum shall assist city boards in maintaining order of meetings, enable members to conduct business more efficiently, and enhances official processes that increase productivity; and

WHEREAS, such rules and guidelines must ensure that civil discourse, intimidation, discrimination, personal attacks, and other obstructions are mitigated so that the business of the City may be conducted efficiently without detracting from the purposes and goals of the City Council; and

WHEREAS, it is deemed by the City Council of the City of Alpine to be in the public interest to amend the previously passed, written, and universal rules of procedure for Council Members, staff, and other participants to abide by during proceedings of the Alpine City Council.

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

**SECTION I
FINDINGS OF FACT**

Chapter 16 – Boards, Commissions, and Committees to the Alpine Code of Ordinances is hereby amended to reflect the updates attached hereto as Exhibit “A.” The premises attached as Exhibit “A” are hereby found to be true and correct legislative and factual findings of the City Council of the City of Alpine and are hereby approved and incorporated herein as findings of fact.

SECTION II INCLUSION IN THE CODE OF ORDINANCES

The provisions of this ordinance shall become and be made a part of the Code of Ordinances of Alpine, Texas. The sections of the ordinance may be renumbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section,” “article,” or any other appropriate word. The codifier of the city is empowered to make amendments to match the style of the existing code.

SECTION III CUMULATIVE CLAUSE

This ordinance shall be cumulative of all provisions of the City of Alpine, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinance, in which event the conflicting provisions of such ordinance are hereby repealed.

SECTION IV SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council of the City of Alpine that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance should be declared unconstitutional by the valid 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 the ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, clause, sentence, paragraph or section.

SECTION V PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this ordinance was adopted was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION VI PUBLIC HEARING

A public hearing was held on **November 18, 2025**, where interested parties had the opportunity to make public comments on this ordinance prior to approval. Notice of the date and time of the hearing and notice of how to obtain copies of the proposed ordinance was published in the Alpine Avalanche, the official newspaper of the City of Alpine on **November 13, 2025**.

SECTION VII EFFECTIVE DATE

This ordinance shall be effective upon passage and publication as required by State and Local law.

PASSED AND ADOPTED THIS 18th DAY OF NOVEMBER 2025 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

INTRODUCTION AND FIRST READING

NOVEMBER 4, 2025

SECOND AND FINAL READING

NOVEMBER 18, 2025

APPROVED:

Catherine Eaves, Mayor

ATTEST:

Geoffrey R. Calderon, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT “A”

EDITOR’S NOTE:

Additions are Underlined.

~~Omissions appear in Red Strikethrough Text.~~

Chapter 16 BOARDS, COMMISSIONS, AND COMMITTEES

ARTICLE I. IN GENERAL

Sec. 16-1. Advisory boards, commissions, and committees.

- (a) The construction of authority and governance of all processes and procedures concerning boards, commissions, and committees shall be:
- (1) The United States Constitution and statutes of the United States of America.
 - (2) The Texas Constitution and statutes of the State of Texas.
 - (3) The City Charter of Alpine, Texas.
 - (4) The Code of Ordinances of the City of Alpine, Texas.
 - (5) Resolutions of the City Council of the City of Alpine, Texas.

- (6) The Boards, Commissions, and Committees handbook established by city council resolution.
- (b) The city council shall provide directives to all boards, commissions, and committees at least annually by city council resolution. Directives of the city council shall provide assignments, objectives, and tasks that boards, commissions, and committees should focus on throughout the year. Directives shall provide insight as to matters of importance to the council upon which the city council desires to be advised.
- (c) All proposed board actions must be presented to and approved by the city council. No directive from a board, commission, or committee will be permitted.
- (d) Reserved.
- (e) It shall be the duty of the city manager to place all official recommendations from a board, commission, or committee on a city council agenda for consideration.
- (f) Duties of the advisory boards are to advise, not delegate, or administer projects. Boards may only administer projects with explicit authorization from the city council.
- (g) Board members may not contact city staff without the permission of the city council or the city manager. This provision excludes the city secretary and designated city representatives of a board, commission, or committee.
- (h) The chairperson or designee of a board, commission, or committee, shall provide reports to the city council at an open meeting at least quarterly. This provision does not include the hotel occupancy tax committee and the music advisory board, who may provide annual updates to the city council.
- (i) Boards, commissions, and committees shall have no power to contract for, or on behalf of, the city. No contract, lease, or agreement shall be valid unless it has been executed by the order of the city council.
- (j) Board members may be removed by the city council member who appointed them, or by a majority vote of the city council. If a board member is absent for three consecutive meetings, it will be deemed that they have resigned.
- (k) The city council may, as deemed necessary from time to time, establish temporary ad-hoc committees, task forces, or other temporary special committees by city council resolution. Any permanent or long-term boards, commissions, or committees must be established by ordinance.
- (l) City employees may not be appointed to an official city council board, commission, or committee. This provision does not apply to ad-hoc committees, task forces, the grievance committee, or other temporary special committees established by the city council. This provision does not apply to city employee appointments that are established by ordinance.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-2. Meetings shall be public.

Boards, commissions, and committees shall follow both the letter and the spirit of V.T.C.A., Government Code ch. 551 (the Texas Open Meetings Act). Accordingly, meetings shall be public, and all boards, commissions, and committees shall adhere to requirements established by the Texas Open Meetings Act.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-3. Types of meetings.

- (a) *Regular meetings.* Regular board meetings shall be held on the same date and time of each month at 5:30 p.m. in city council chambers at 803 W. Holland Avenue, or at such other date, time, and location as circumstances may necessitate. The location of the meeting shall be clearly delineated on the board agenda. Meetings held at a location other than the city council chambers should be exceedingly rare and of a clearly significant nature. Approval by the city secretary and the posting of proper notice may change the location or time, or part, or all of any meeting.

- (b) *Workshop meetings.* A workshop is a meeting to discuss or explore matters of interest to a board. Workshops are typically held to hold a discussion regarding specific subject matters, and/or to invite feedback from the public on any given topic. These meetings are informational and no formal action shall be taken unless the posted agenda indicates otherwise. The chair of the board may allow any citizen to participate in the discussion at a work session, but only as recognized by the chair. The chair may end citizen participation in a work session in order to allow the board, commission, or committee to proceed with the discussion.
- (c) *Special meetings or town hall meetings.* Special meetings may be called by the city secretary upon written request of three members of a board and with the approval of the city secretary. Special meetings should be exceedingly rare and of a clearly significant or urgent nature. For approved special meetings, the city secretary shall cause the posting of notice of the meeting as governed by applicable law. Special meetings shall normally be held at 5:30 p.m. in city council chambers located at 803 W. Holland Avenue. An alternate location or time other than the city council chambers may be designated subject to the approval of the city secretary under extenuating circumstances as long as the location is open to the public, proper notice is posted, and the meeting is in compliance with applicable law.
- (d) *Closed meeting or executive session.* The Texas Open Meetings Act (TOMA), does allow for closed or executive meetings on a few limited subjects. Generally, boards will not have the occasion or legal basis to meet in closed or executive sessions. A closed meeting may only occur with the approval of the city secretary and the city manager with the advice and consent of the city attorney. Approved closed meetings for boards, commissions, and committees will be conducted in accordance with the Texas Open Meetings Act.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-4. Role of the chairperson.

- (a) The function of the chairperson (chair) is to provide leadership for the group by presiding over the group's meetings. The chair is selected by a majority vote of the board, commission, or committee. The chair has additional duties and responsibilities which must be performed.
- (b) The chair ensures the smooth operation of the board, commission, or committee and must make certain that the meeting is run by the rules but democratic enough to use the power and authority of the position wisely. The chair's ability to effectively manage meetings will have a significant impact on the group's success. An effective chair must make certain that discussions remain focused and do not get sidetracked on irrelevant issues.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-5. Role of other officers.

- (a) A vice-chair may be selected by a majority vote of the board, commission, or committee members, and the role of the vice-chair is to preside in the absence of the chair. The vice-chair will typically have increased responsibility which may include serving as the secretary of the board. In case both the chair and the vice-chair are absent from a meeting, the remaining membership may appoint an acting chair to preside over the meeting.
- (b) If the chair fails or refuses to act, the vice-chair shall perform the duties of the chair. Other officers and duties may be determined by the respective board, commission, or committee.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-6. Records of meetings.

- (a) The chair, the vice-chair, or the chair designee shall keep written minutes of all board meetings. All board meetings shall be recorded. Minutes and video recordings of meetings shall be public documents available for inspection by citizens. Minutes are only official upon approval of the board. Unapproved minutes may be released at the discretion of the city secretary, but shall be clearly marked as "Unapproved and Unofficial."

The official minutes of boards should not include discussion or everything that was said at the meeting, but at a minimum shall include:

- (1) Action taken by the board.
 - (2) The text of all main motions, as amended.
 - (3) The text of all "points of order" and "appeals" along with the reason given by the chair, vice-chair, or acting chair for the ruling.
 - (4) The results of the vote as to whether the motion was "adopted," "lost," or "failed."
 - (5) A record of the board member who made the motion, the board member who seconded the motion, any board member who moves to amend the main motion, and how each board member voted on the item.
 - (6) A board member may request, through the chair, the privilege of having an abstract of his/her statement on any subject under consideration by the board, commission, or committee entered in the minutes. If the board consents thereto by a majority vote, such statement shall be entered in the minutes.
 - (7) The board may, by majority vote, request to add or amend minutes as the board deems appropriate.
- (b) Record of board agenda packets will be assembled and maintained by the city secretary, or city secretary designee, and delivered to the board members electronically prior to the board meeting.
- (Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-7—16-30. Reserved.

ARTICLE II. RULES OF PROCEDURE

Sec. 16-31. Quorum.

The chair shall, with three of the board members, constitute a quorum. In the absence of the chair, any four of the board members shall constitute a quorum. At any meeting at which both the chair and vice-chair are absent, the quorum may appoint any board member to preside as acting chair. Vacancies on a board do not reduce the number of members necessary to establish a quorum.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-32. Parliamentary procedure.

- (a) *General procedure.* General rules of parliamentary procedure as defined herein, consistent with the city Charter and any applicable city ordinance, statute, or other legal requirements, shall govern the proceedings of boards, commissions, or committees (boards). To the extent not inconsistent with these rules, boards shall utilize Robert's Rules of Order as a general guideline for additional rules of parliamentary procedure without being a procedural requirement. Notwithstanding the above, failure to abide by, or adhere to, these rules shall not nullify or negate any action by a board. These rules of parliamentary procedure are intended solely as a guideline.
- (b) *Duties of the presiding officer.* The presiding officer of a board shall be the chair. The chair shall preserve strict order and decorum at all meetings of the board. The chair shall state every question coming before the board, announce the decision of the board on all subjects and decide all questions of order, subject, however, to an appeal to the board, in which event a majority vote of the board shall govern and conclusively determine such question of order. The chair shall sign all official documents adopted by the board in their presence. In the event of the absence of the chair, the vice-chair or acting chair shall sign documents as adopted, respectively.

- (1) The chair shall preside with fairness, impartiality, and maintain absolute neutrality by posture, demeanor, action, and language during all meetings. The chair, vice-chair, acting chair, or any board member shall not:
 - a. Restrict orderly speech, in any way, of any board member or city staff presentation of any item.
 - b. Restrict orderly speech, in any way, of any board member or city staff discussion of any item.
- (d) *Board deliberations.* The chair has the responsibility to control the discussion and the order of speakers. Board members will generally be called upon in the order of the request to speak, although the privilege to speak shall generally begin with the moving party or individual who sponsored the item on the agenda, respectively. A board member may not be recognized to speak subsequently until each board member has had an opportunity to obtain the floor. A board member holding the floor may address a question to another board member and that board member may, should they so choose, respond to the question while the floor is still held by the board member asking the question.
- (e) *Limits to deliberations.* After an agenda item is announced or read by the chair, or the individual who sponsored the item on the agenda, a motion must be on the table and seconded before discussion may take place. The ensuing discussion must be limited to the subject matter or motion currently being considered.
- (f) *Obtaining the floor.* Any member of the board wishing to speak shall first obtain the floor by making a request for the floor to the chair. The chair shall recognize any board member who seeks the floor when appropriately entitled to do so.
- (g) *Motions.* Motions may be made and seconded by any member of the board.
- (h) *Procedures for motions.* The following is the general procedure for making motions:
 - (1) The item is announced or read aloud by the chair or the individual who sponsored the item on the agenda.
 - (2) A board member may make an affirmative motion on the item before discussion may take place.
 - (3) A board member may second the motion on the item before discussion may take place.
 - (4) Once the motion has been properly made and seconded, the chair shall open the matter for further discussion offering the first opportunity to the moving party, and thereafter, to any board member recognized by the chair.
- (i) *Amendments to motions.* When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to acting on the main motion. No motion of a subject other than the agenda item under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amendments in reverse order of how they were made. If an amendment is approved, the original motion must be approved as amended. Amendments must be seconded.
- (j) *Motion to table.* A motion to table, or a motion to lay on the table, may be made to defer an item until the next meeting. Tabled items will automatically be added to the next board agenda.
- (k) *Motion to postpone; motion to postpone indefinitely.* A motion to postpone until a specific date may be made if a board member wishes to postpone an item until a specific date. A motion to postpone indefinitely may be made if a board member wishes to postpone an item indefinitely. A motion to postpone may not be offered as an amendment but as a standalone subsidiary motion that would kill the original motion without having to vote on the original motion.
- (l) *Points of order.* The chair, a board member, or city staff may call a point of order to facilitate the running of the meeting but shall not utilize a point of order to limit constructive feedback or debate pertaining to the discussion.
- (m) *Call for the question, previous question, calling for a vote.* Any board member may call for the question to request that the discussion be ended and that the item being considered be immediately put to a vote. A second is required, and the motion is not debatable. A call for the question shall not be used to limit constructive feedback or debate pertaining to the discussion.

- (n) *Continuance of discussion or hearings.* Any item being discussed or any public hearing at a board meeting may be continued or tabled to any subsequent meeting by order, notice, or motion. Tabling or continuing the item will not stop the consideration of the item by the board.
- (o) *Recess.* The chair may call for a recess of up to 15 minutes at regular intervals at appropriate points in the meeting agenda, subject to appeal and reversal by a majority vote of the board.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-33. Agenda.

- (a) By written request, the chair, the city manager, the city secretary, or any member of the board may place an item on a board agenda. In addition, designated city staff representatives and department heads may add items to a board agenda.
- (b) The written request to add an agenda item shall include a clear description of the proposed action by the board (in the form of a proposed motion) or shall clearly state the item is for discussion purposes only, and shall be of sufficient detail to allow staff to contribute background information on the topic, and shall be easily understandable so that any citizen may be able to understand the substance of the item.
- (c) All action items should originate as an information or discussion item before being presented as an action item so that thoughtful input can be provided by board members before an official action item may be presented to the board. This rule excludes items that are routine and administrative in nature, such as periodic permit approvals and other procedural items. Any deviation from this rule should be exceedingly rare, should be of a clearly significant nature, and will be subject to approval by the city secretary.
- (d) Agenda requests and backup documentation shall be filed with the chair by 5:00 p.m. seven days prior to the board meeting (and a commensurate period for special meetings).
- (e) The agenda and backup documentation must be sent by the chair to the city secretary by 5:00 p.m. ~~six~~ seven days prior to the meeting. Deviations from the deadlines or the submission of additional items past the established deadlines or once the agenda has been posted should be exceedingly rare, should be of a clearly significant nature, and will be subjected to approval by the city secretary.
- (f) The chair will coordinate the placement and content of items on the agenda and agenda items may be removed only by the person(s) who initially placed that item on the agenda.
- (g) Drafts of proposed resolutions, ordinance changes, and other items requiring review should be submitted to the city secretary or city staff in a manner timely enough to allow for the proper review of the material. City staff should be given adequate time to produce proposed ordinance changes or other documents.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-34. Rules for attendance at regular meetings of boards, commissions, or committees.

- (a) All board, commission, or committee members are expected to attend meetings to ensure the community is well represented. Attendance is extremely important to the board, commission, or committee.
- (b) Any board member who misses three consecutive meetings or one-third of all regular meetings within a 12-month time period shall be deemed to have automatically vacated his or her position on the board.
- (c) A board member who will not be able to attend a regular board meeting shall make a reasonable effort to notify the chair or the office of the city secretary prior to the meeting and shall indicate the reason for their inability to attend.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-35. Voting.

- (a) All board members, including the chair of the board, shall generally have the privilege of voting, except when the approved board, commission, or committee guidelines dictate otherwise. No member or board officer shall have the power of veto.
- (b) Before a vote is taken on any item, the chair shall restate the motion to ensure that the matter being considered is clearly understood prior to being voted on by the board.
- (c) When a vote is called, every board member present shall vote either "Aye" or "Nay" or shall abstain. In order to ensure clarity about the position of each board member during a vote, the chair shall ask for a positive statement for those in favor of a motion by stating "Aye" or raising of their hand, those not in favor of a motion by stating "Nay" or raising of their hand, and those who abstain from voting by stating "Abstain" or raising of their hand.
- (d) *Silence constitutes affirmative vote.* Unless a board member states that they are not voting, or that they abstain, their silence shall be recorded as an affirmative vote.
- (e) On the request of the chair, a city staff member, or a board member, a roll call vote shall be taken. After the result of a vote is announced, a board member may not change a vote unless, before the adjournment of that meeting, permission is given to change the vote by a majority vote of the members present before the adjournment of the meeting.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-36. Order of business.

- (a) The order of business for board meetings is listed below, and all items shall be listed on all regular or special meeting agendas, even if not needed for a given meeting. An informational page of the agenda explaining meeting information, processes, and procedures may be established and amended from time to time by city council resolution.

AGENDA

- (1) Call to order.
- (2) Determination of quorum.
- (3) Public comments (limited to three minutes per person).
- (4) Public hearings.
- (4~~5~~) Approval of minutes of the previous meeting.
- ~~(5) Public hearings.~~
- (6) Information or discussion items.
- (7) Action items.
- (8) Board member comments.
- (9) Adjourn.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-37—16-60. Reserved.

ARTICLE III. RULES OF DECORUM

Sec. 16-61. Decorum.

- (a) *By board members.* While the board is in session, board members must preserve order and decorum. A board member shall neither, by conversation or otherwise, delay nor interrupt the proceedings or the peace of the board nor disturb any member while speaking nor refuse to obey the orders of the board or its chair, except as otherwise herein provided.
- (b) *By attendees.* Any person making personal, impertinent, or slanderous remarks or who shall become boisterous while addressing the board shall immediately be subject to loss of speaking privileges by the chair unless permission to continue is granted by a majority vote of the board.
 - (1) Reactions from the audience following the recognition and rewarding of citizens and special guests is considered appropriate and encouraged. Disruptive verbal and/or non-verbal reactions from the audience during staff presentations to the board and during debate between board members are inappropriate and are not permitted. The chair will ensure that the decorum of the meeting is maintained and is appropriate.
 - (2) It is not the intention of the city to provide a public forum for demeaning any individual or group. Neither is it the intention of the board to allow a member or members of the public to insult the honesty and/or integrity of the board as a body, the proceedings of the board, or any member or members of the board, individually or collectively. Therefore, the chair and board will endeavor to ensure that meetings are conducted in a courteous manner, and in an atmosphere free of defamation, intimidation, personal affronts, profanity, or threats of violence.
 - (3) Members of the public shall not engage in any of the following in the meeting room during a board meeting:
 - a. Shouting, unruly behavior, distracting side conversations or speaking out when another person is talking.
 - b. Defamation, intimidation, personal affronts, profanity, or threats of violence.
 - c. Use of phones, pagers, radios, computers, or other electronic equipment—except as authorized by state law. The chair may authorize the use of equipment on a case-by-case basis, subject to appeal and/or reversal by a majority vote of the board.
 - d. Booing, hissing, foot-stomping, ripping of paper, parading, signing, or other similar behavior that impedes or disrupts the orderly conduct of the meeting.
 - (4) Members of the public shall not attempt to provide direction regarding rules of procedure, order of business, or otherwise direct the board on how to conduct a meeting properly. The chair and the board are the formal authority to determine what is or is not: in order, out of order, or the correct way to conduct the board's business. The chair, any board member, and city staff are the only individuals permitted to call a point of order or make recommendations on how a meeting will be conducted. Outbursts and shouts to direct the meeting are unacceptable and will not be tolerated.
 - (5) No offensive, vulgar, or distracting placards, banners, signs, or apparel shall be permitted to be erected or displayed by persons in attendance in city council chambers or in any other room in which the board is holding a meeting. Exhibits, displays, and visual aids used in connection with presentations to the board are permitted.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-62. Enforcement of decorum.

- (a) Disturbances, transgressions of the rules, or disorderly conduct in the city council chambers may cause the transgressor to be removed from the meeting. The chair of the meeting shall exercise control over persons who disrupt the meeting in the following ascending order of action:
 - (1) Call the person to order, advising that person of the infraction.

- (2) Advise the person that the infraction must cease immediately or the person will be ordered to leave the meeting.
 - (3) Order the person to leave the meeting. If the offending person is a member of board, the chair shall call for a vote on the expulsion of that member from the meeting, with such vote requiring a majority for adoption.
 - (4) A police officer may remove an individual or individuals for disrupting a meeting as authorized by V.T.C.A., Penal Code § 42.05.
- (b) Upon instructions of the chair unless otherwise directed by a majority vote of the board, it shall be the duty of the city police department to remove any person who violates the order and decorum of the meeting.
- (Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-63. Audience participation.

- (a) At meetings of boards, commissions, and committees, the business of the city is conducted between the members of the board and by those members of the staff, elected officials, department heads, consultants, experts and/or members of the public requested to be present and participate. While the public is invited and encouraged to attend all meetings of boards, commissions, and committees, the public's participation therein is to be governed by the following:
 - (1) Audience participation is limited to the role of observers except during the public comment portion of the meeting, the public hearing portion of the meeting, or at other times that the chair of the board deems appropriate.
 - (2) Members of the public in attendance at any regular, special, emergency, and/or workshop meeting of a board, commission, or committee shall conduct themselves with proper respect and decorum in speaking to and/or addressing the board, in participating in public discussions before the board, and in all actions in the presence of the board. Members of the public speaking during comment periods or invited to speak shall remain behind the podium while speaking. Attendees must be physically present at a meeting to address the board. Comments by proxy are not allowed.
 - (3) Board members shall not have discussions during the public comment and public hearing portions of the agenda, nor take any action thereon other than to refer the item to city staff for research and possible future action.
 - (4) It is the intention of the city to provide open access to the resident and affected persons of the city to address boards, commissions, and committees, and express themselves on issues under consideration by the board. In accordance with such, members of the public in attendance at board meetings must be respectful of individuals making public comments before, during, and after such comments are made.
 - (5) Persons may present printed material, subject to approval by the city secretary, to be included in the board agenda packets one week prior to a meeting. Persons may present printed material to the city secretary to distribute to the board, commission, or committee during a meeting, subject to the same approval and deadline.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-64. Addressing the board, commission, or committee.

- (a) *Public comments.* Any city taxpayer or resident may make a public comment during the public comments portion of a meeting. Members of the public that live outside of the city limits may make comments at the discretion of the chair if time permits. Individuals must be physically present to address the board. Comments by proxy are not allowed.
 - (1) Each person addressing the board shall raise their hand to notify the chair that they would like to speak. Once acknowledged by the chair, the person shall step up to the podium and shall give their name and ward for the record, and, unless further time is granted by the board, shall limit their address to three

minutes. Unused public comment time may not be "designated" or "yielded" to other attendees. All remarks shall be addressed to the board as a body and not to any member thereof.

- (2) Persons wishing to address the board on more than one agenda item or topic in a single meeting must speak on all such agenda items or topics during their three-minute presentation. Additional time is not given for additional items (however, emailing, writing, or visiting with board members and city staff outside of meetings is, of course, unlimited). This requirement does not restrict anyone from also speaking at any public hearing (see additional information below).
- (b) *Public hearings.* Public hearings provide municipal residents and affected parties an opportunity to be heard, typically on certain land use items.
 - (1) Only comments regarding a public hearing agenda item may be made during the public hearing portion of the meeting. Each person who wishes to address the board during the public hearing portion of the meeting must be in attendance physically and shall raise their hand to notify the chair that they would like to speak. Once acknowledged by the chair, the person shall step up to the podium and shall give their name and ward for the record. Unless the chair grants further time, the person addressing the council shall limit their address to three minutes. Individuals must be physically present to address the board. Comments by proxy are not allowed.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-65—16-130. Reserved.

ARTICLE IV. ANIMAL ADVISORY BOARD

Sec. 16-131. Created.

An animal advisory board is created to provide recommendations and suggestions to the city council and city manager regarding the welfare of impounded animals and the welfare of animals within the city limits.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-132. Purpose.

The purpose of the animal advisory board is to provide recommendations and suggestions to the city council regarding the welfare of animals within the city.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-133. Duties.

The animal advisory board shall hold public meetings, conduct work sessions, and make recommendations to the city council regarding the welfare of animals within the city, the welfare of animals in the city animal shelter, and policy decisions that affect the health and safety of animals and residents within the city. The board may, from time to time advise the city council upon other matters in regard to which the council may seek such board's advice.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-134. Composition of the board.

The board shall be comprised of seven county registered voters who have a vested interest in the health and safety of animals within the city. One member shall be a licensed veterinarian, and one member shall be a representative of the Alpine Humane Society. A minimum of three members shall be resident, qualified voters of the

city. One city council member and the head animal control officer/animal services supervisor shall serve the board in an ex officio capacity and shall not have the privilege of voting on matters before the board.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-135. Appointment of board members; vacancies.

~~Each member of the city council and the mayor shall present their nominations for board members before the second regular city council meeting in June, following their election to office. At the same meeting in June, the city council shall consider those nominations for appointment.~~ Once appointed by a majority vote of the city council, the appointed board member shall serve until their successor is appointed. ~~Each board member shall be eligible for reappointment. Reappointments can be made to each position by the original appointer or by the person who holds the position of the original appointer.~~ Vacancies may be filled at any time ~~by a member of the city council or the mayor,~~ subject to confirmation by a majority vote of the city council. Members shall serve without compensation.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-136. Placement.

Each board member will be designated by "place" on the board:

Place 1: appointed by council member ward 1, subject to city council confirmation.

Place 2: appointed by council member ward 2, subject to city council confirmation.

Place 3: appointed by council member ward 3, subject to city council confirmation.

Place 4: appointed by council member ward 4, subject to city council confirmation.

Place 5: appointed by council member ward 5, subject to city council confirmation.

Place 6: licensed veterinarian. Appointed by any council member or the mayor, subject to city council confirmation.

Place 7: Alpine Humane Society representative. Appointed by any council member or the mayor, subject to city council confirmation.

Ex officio: city council member. Appointed by majority vote of the city council.

Ex officio: head animal control officer/animal services supervisor.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-137. Terms of board members.

~~The term of each board member shall be two years, from July 1 to June 30, aligning closely with the term of the elected official who appointed the member. Members may serve for a limit of three consecutive terms, except the licensed veterinarian whose position has no term limit. Any person who has served on the board during three consecutive terms will be ineligible to occupy any position on the board for a period of two years. A partial term of less than one year will not count in determining the number of consecutive terms. Any person who has not served on the board during the previous two consecutive years shall be eligible to serve under the same conditions as and with no more restrictions than a person who has never served on the board. Members may serve for an indefinite period of time.~~

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-138. Removal of board members.

Board members serve at the pleasure of the city council. Board members may be removed by the original appointer or by the person who holds the position of the original appointer. The city council may, by majority vote, remove a board member at any time for lack of confidence, incompetence, corruption, misconduct, or malfeasance. Any board member who misses three consecutive meetings or one-third of all regular meetings within a 12-month time period shall be deemed to have automatically vacated his or her position on the board. Any board member who no longer resides within the boundaries as provided above is deemed to have automatically vacated his or her position on the board.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-139. Board officers.

The board shall appoint the chairperson (chair) of the board by majority vote. From among its members, the board may also elect a vice-chairperson (vice-chair), and a secretary. Officers shall be elected for a two-year term. The chair of the board shall preside over all meetings and may vote. If the chairperson fails or refuses to act, the vice-chair shall perform the duties of the chair. If the chair and vice-chair are absent or refuse to act, any board member may be appointed as acting chair by the board to preside over the meeting.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-140. City representative.

The head animal ~~control~~ services officer/animal services supervisor is the official city representative for the AAB. The city representative will attend all meetings of the board, assist board members with questions regarding the department, processes, procedures, and communicate issues or areas of concern to the board. The city representative will serve as an ex officio member of the board and shall not have the privilege of voting.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-141. Board meetings.

The animal advisory board meets on the second Tuesday of each month at 6:00 p.m. in city council chambers located at 803 West Holland Avenue. A quorum of four members must be physically present in order to transact business. The animal advisory board must meet at least quarterly.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-142—16-170. Reserved.

ARTICLE V. HOTEL OCCUPANCY TAX COMMITTEE

Sec. 16-171. Created.

There is created and established for the city, being a home rule municipality, a hotel occupancy tax advisory committee.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-172. Purpose.

The purpose of the hotel occupancy tax committee (hereafter, the "HOT committee") shall be to receive suggestions, study situations, plans, and projects, and generally to act in an advisory capacity to such extent as the city council may desire to be advised relative to hotel occupancy tax funds of the city.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-173. Duties.

The HOT committee shall hold public meetings, conduct work sessions, and make recommendations to the city council regarding the expenditure of hotel occupancy tax funds. The board may, from time to time, advise the city council upon other matters ~~in regard to which~~ the council may seek such board's advice.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-174. Composition of the board.

The board shall be comprised of seven county registered voters. A minimum of five members shall be qualified, resident voters of the city. Two members shall come from hotels, three members shall come from the arts or historic preservation, and two members, aged 18 years of age or older, will serve at large. One city council member and the director of tourism shall serve the board in an ex officio capacity and shall not have the privilege of voting. The director of tourism may only vote to break a tie.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-175. Appointment of board members; vacancies.

~~Each member of the city council and the mayor shall present their nominations for board members before the second regular city council meeting in June, following their election to office. At the same meeting in June, the city council shall consider those nominations for appointment.~~ Once appointed by a majority vote of city council, the appointed board member shall serve until their successor is appointed. Each board member shall be eligible for reappointment. ~~Reappointments can be made to each position by the original appointer, or the person who holds the position of the original appointer.~~ Vacancies may be filled at any time ~~by a member of the city council or the mayor,~~ subject to confirmation by a majority vote of the city council. Board members shall serve without compensation.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-176. Placement.

Each board member will be designated by "place" on the board:

Place 1: hotelier. Appointed by any council member or the mayor, subject to city council confirmation.

Place 2: hotelier. Appointed by any council member or the mayor, subject to city council confirmation.

Place 3: arts and historic preservation. Appointed by any council member or the mayor, subject to city council confirmation.

Place 4: arts and historic preservation. Appointed by any council member or the mayor, subject to city council confirmation.

Place 5: arts and historic preservation. Appointed by any council member or the mayor, subject to city council confirmation.

Place 6: at-large. Appointed by any council member or the mayor, subject to city council confirmation.

Place 7: at-large. Appointed by any council member or the mayor, subject to city council confirmation.

Ex officio: city council member. Appointed by a majority vote of the city council.

Ex officio: HOT committee liaison/director of tourism.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-177. Terms of board members.

~~The term of each board member shall be two years, from July 1 to June 30, aligning closely with the term of the elected official who appointed the member. Members may serve for a limit of three consecutive terms. Any person who has served on the board during three consecutive terms will be ineligible to occupy any position on the board for a period of two years. A partial term of less than one year will not count in determining the number of consecutive terms. Any person who has not served on the board during the previous two consecutive years shall be eligible to serve under the same conditions as and with no more restrictions than a person who has never served on the board.~~ Members may serve for an indefinite period of time.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-178. Removal of board members.

Board members serve at the pleasure of the city council. Board members may be removed by the original appointer or by the person who holds the position of the original appointer. The city council may, by majority vote, remove a board member at any time for lack of confidence, incompetence, corruption, misconduct, or malfeasance. Any board member who misses three consecutive meetings or one-third of all regular meetings within a 12-month time period shall be deemed to have automatically vacated his or her position on the board. Any board member who no longer resides within the boundaries as provided above is deemed to have automatically vacated his or her position on the board.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-179. Board officers.

The director of tourism shall serve as the official HOT committee liaison of the board. Among the HOT committee liaison's duties shall be to call and preside at the meetings of the board, make reports and suggestions to the city manager and city council as the board may vote to be submitted; resolve by his vote any tie of votes of such board and generally act as a liaison between the board and the city manager and city council. From among its members, the board may elect a vice-chairperson (vice-chair), and secretary. Officers shall be elected for a two-year term.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-180. City representative.

The HOT committee liaison is the official city representative of the HOT committee.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-181. Board meetings.

The HOT committee must meet at least annually in city council chambers located at 803 West Holland Avenue. A quorum of four members must be physically present in order to transact business.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-182—16-210. Reserved.

ARTICLE VI. MUSIC ADVISORY BOARD

Sec. 16-211. Created.

There is created and established for the city, being a home rule municipality, a music advisory board.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-212. Purpose.

The purpose of the music advisory board shall be to receive suggestions, study situations, plans, projects, and generally to act in an advisory capacity to such extent as the city council may desire to be advised relative to the music industry of the city.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-213. Duties.

The music advisory board shall hold public meetings, conduct work sessions, and make recommendations to the city council regarding the music industry of the city. The board may, from time to time, advise the city council on other matters upon which the council may seek the boards advice.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-214. Composition of the board.

The board shall be comprised of seven county registered voters who represent the music industry of the city. A minimum of five members shall be qualified, resident voters of the city. Two members shall be musicians, two members shall represent music venues, two members shall represent music-focused events, and one member shall represent music education. One city council member and the director of tourism shall serve the board in an ex officio capacity and shall not have the privilege of voting on matters before the board. The director of tourism may only vote to break a tie.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-215. Appointment of board members; vacancies.

~~Each member of the city council and the mayor shall present their nominations for board members before the second regular city council meeting in June, following their election to office. At the same meeting in June, the city council shall consider those nominations for appointment.~~ Once appointed by a majority vote of the city council, the appointed board member shall serve until their successor is appointed. ~~Each board member shall be eligible for reappointment. Reappointments can be made to each position by the original appointer.~~ Vacancies may be filled at

any time ~~by a member of the city council or the mayor~~, subject to confirmation by a majority vote of the city council. Members shall serve without compensation.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-216. Placement.

Each board member will be designated by "place" on the board:

Place 1: musician. Appointed by any council member or the mayor, subject to city council confirmation.

Place 2: musician. Appointed by any council member or the mayor, subject to city council confirmation.

Place 3: music venue. Appointed by any council member or the mayor, subject to city council confirmation.

Place 4: music venue. Appointed by any council member or the mayor, subject to city council confirmation.

Place 5: music-focused events. Appointed by any council member or the mayor, subject to city council confirmation.

Place 6: music-focused events. Appointed by any council member or the mayor, subject to city council confirmation.

Place 7: music education. Appointed by any council member or the mayor, subject to city council confirmation.

Ex officio: city council member. Appointed by a majority vote of the city council.

Ex officio: music liaison/director of tourism.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-217. Terms of board members.

~~The term of each board member shall be two years, from July 1 to June 30, aligning closely with the term of the elected official who appointed the member. Members may serve for a limit of three consecutive terms. Any person who has served on the board during three consecutive terms will be ineligible to occupy any position on the board for a period of two years. A partial term of less than one year will not count in determining the number of consecutive terms. Any person who has not served on the board during the previous two consecutive years shall be eligible to serve under the same conditions as and with no more restrictions than a person who has never served on the board. Members may serve for an indefinite period of time.~~

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-218. Removal of board members.

Board members serve at the pleasure of the city council. Board members may be removed by the original appointer or by the person who holds the position of the original appointer. The city council may, by majority vote, remove a board member at any time for lack of confidence, incompetence, corruption, misconduct, or malfeasance. Any board member who misses three consecutive meetings or one-third of all regular meetings within a 12-month time period shall be deemed to have automatically vacated his or her position on the board. Any board member who no longer resides within the boundaries as provided above is deemed to have automatically vacated his or her position on the board.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-219. Board officers.

The director of tourism shall serve as the music liaison of the board. Among the music liaison's duties shall be to call and preside at the meetings of such board, make such reports and suggestions to the city manager and city council as such board may vote to be submitted; resolve by his vote any tie of votes of such board and generally act as a liaison between such board and the city manager and city council. From among its members the board may elect a vice-chairperson (vice-chair), and secretary. Officers shall be elected for a two-year term.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-220. City representative.

The music liaison is the official city representative of the music advisory board.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-221. Board meetings.

The music advisory board meets at least quarterly in city council chambers located at 803 West Holland Avenue. A quorum of four members must be physically present in order to transact business.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-222—16-250. Reserved.

ARTICLE VII. PARKS AND RECREATION BOARD

Sec. 16-251. Created.

There is created and established, for the city, being a home rule municipality, a parks and recreation board.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-252. Purpose.

The purpose of the parks and recreation board is to provide recommendations and suggestions to the city council regarding the parks and recreation endeavors of the city. The parks and recreation board also jointly serves as the beautification and environmental committee with an aim of advising the city council on the beautification and environmental endeavors of the city.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-253. Duties.

The duties of the parks and recreation board shall be to receive suggestions, study situations, plans, and projects, and generally act in an advisory capacity to such extent as the city council may desire to be advised relative to the parks and recreation program and the beautification and environmental program of the city. The parks and recreation board may make such reports as the council may request so that the council may have the benefit of the opinions of interested citizens and groups who have time and are willing to make a more in-depth study of, and reports on, park and recreation matters than time will permit the council to engage in, considering the variety of other city business to be dealt with. Other duties of the parks and recreation board include the evaluation of

conservation development and concerns, to inform and engage citizens in environmental issues, to develop and implement land protection techniques, to educate the public on issues relating to environmental concerns, to advise the city council relative to environmental concerns of the community, to promote preservation and conservation efforts within the community, to evaluate programs and issues that have an environmental impact on the community, and to oversee the planning of open space and development and smart growth issues.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-254. Composition of the board.

The board shall be comprised of seven county registered voters who have a vested interest in the enhancement of parks and recreation within the city. Five members shall be qualified, resident voters of the city, and no more than two members may reside outside of the city limits. One city council member shall serve the board in an ex officio capacity and shall not have the privilege of voting on matters before the board.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-255. Appointment of board members; vacancies.

~~Each member of the city council and the mayor shall present their nominations for board members before the second regular city council meeting in June, following their election to office. At the same meeting in June, the city council shall consider those nominations for appointment.~~ Once appointed by a majority vote of the city council, the appointed board member shall serve until their successor is appointed. ~~Each board member shall be eligible for reappointment. Reappointments can be made to each position by the original appointer.~~ Vacancies may be filled at any time ~~by a member of the city council or the mayor,~~ subject to confirmation by a majority vote of the city council. Members shall serve without compensation.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-256. Placement.

Each board member will be designated by "place" on the board:

Place 1: appointed by council member ward 1, subject to city council confirmation.

Place 2: appointed by council member ward 2, subject to city council confirmation.

Place 3: appointed by council member ward 3, subject to city council confirmation.

Place 4: appointed by council member ward 4, subject to city council confirmation.

Place 5: appointed by council member ward 5, subject to city council confirmation.

Place 6: appointed by the mayor, subject to city council confirmation.

Place 7: appointed by any council member or the mayor, subject to city council confirmation.

Ex officio: city council member. Appointed by a majority vote of the city council.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-257. Terms of board members.

~~The term of each board member shall be two years, from July 1 to June 30, aligning closely with the term of the elected official who appointed the member. Members may serve for a limit of three consecutive terms. Any person who has served on the board during three consecutive terms will be ineligible to occupy any position on the board for a period of two years. A partial term of less than one year will not count in determining the number of~~

~~consecutive terms. Any person who has not served on the board during the previous two consecutive years shall be eligible to serve under the same conditions as and with no more restrictions than a person who has never served on the board.~~ Members may serve for an indefinite period of time.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-258. Removal of board members.

Board members serve at the pleasure of the city council. Board members may be removed by the original appointer or by the person who holds the position of the original appointer. The city council may, by majority vote, remove a board member at any time for lack of confidence, incompetence, corruption, misconduct, or malfeasance. Any board member who misses three consecutive meetings or one-third of all regular meetings within a 12-month time period shall be deemed to have automatically vacated his or her position on the board. Any board member who no longer resides within the boundaries as provided above is deemed to have automatically vacated his or her position on the board.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-259. Board officers.

The board shall appoint the chairperson (chair) of the board. From among its members the board may elect a vice-chairperson (vice-chair), and secretary. Officers shall be elected for a two-year term. The chair of the board shall preside over all meetings and may vote. If the chairperson fails or refuses to act, the vice-chair shall perform the duties of the chair. If the chair and vice-chair are absent or refuse to act, any board member may be appointed as acting chair by the board to preside over the meeting.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-260. City representative.

The parks and recreation department of the city will designate an official city representative for the parks and recreation board. The city representative will attend all meetings of the board, assist board members with questions regarding the department, processes, and procedures, and communicate issues or areas of concern to the board.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-261. Board meetings.

The parks and recreation board meets on the second Wednesday of each month at 5:30 p.m. in city council chambers located at 803 West Holland Avenue. A quorum of four members must be physically present in order to transact business.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-262—16-290. Reserved.

ARTICLE VIII. PLANNING AND ZONING COMMISSION

Sec. 16-291. Created.

There is created and established for the city, being a home rule municipality, a planning and zoning commission.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-292. Purpose.

The purpose of the planning and zoning commission is to advise the city council on matters related to planning, zoning, or other items that the city council requests to be advised of.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-293. Duties.

The planning and zoning commission shall exercise the powers and duties as prescribed by city ordinance and as prescribed by V.T.C.A., Local Government Code ch. 211.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-294. Composition of the board.

The board shall be comprised of seven county registered voters who are resident citizens, and qualified voters of the city. One city council member shall serve the board in an ex officio capacity and shall not have the privilege of voting on matters before the board.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-295. Appointment of board members; vacancies.

~~Each member of the city council and the mayor shall present their nominations for board members before the second regular city council meeting in June, following their election to office. At the same meeting in June, the city council shall consider those nominations for appointment.~~ Once appointed by a majority vote of city council, the appointed board member shall serve until their successor is appointed. ~~Each board member shall be eligible for reappointment. Reappointments can be made to each position by the original appointer.~~ Vacancies may be filled at any time ~~by a member of the city council or the mayor,~~ subject to confirmation by majority vote of the city council. Members shall serve without compensation.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-296. Placement.

Each board member will be designated by "place" on the board:

Place 1: appointed by council member ward 1, subject to city council confirmation.

Place 2: appointed by council member ward 2, subject to city council confirmation.

Place 3: appointed by council member ward 3, subject to city council confirmation.

Place 4: appointed by council member ward 4, subject to city council confirmation.

Place 5: appointed by council member ward 5, subject to city council confirmation.

Place 6: appointed by the mayor, subject to city council confirmation.

Place 7: appointed by any council member or the mayor, subject to city council confirmation.

Ex officio: city council member. Appointed by a majority vote of the city council.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-297. Terms of board members.

~~The term of each board member shall be two years, from July 1 to June 30, aligning closely with the term of the elected official who appointed the member. Members may serve for a limit of three consecutive terms. Any person who has served on the board during three consecutive terms will be ineligible to occupy any position on the board for a period of two years. A partial term of less than one year will not count in determining the number of consecutive terms. Any person who has not served on the board during the previous two consecutive years shall be eligible to serve under the same conditions as and with no more restrictions than a person who has never served on the board. Members may serve for an indefinite period of time.~~

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-298. Removal of board members.

Board members serve at the pleasure of the city council. Board members may be removed by the original appointer or by the person who holds the position of the original appointer. The city council may, by majority vote, remove a board member at any time for lack of confidence, incompetence, corruption, misconduct, or malfeasance. Any board member who misses three consecutive meetings or one-third of all regular meetings within a 12-month time period shall be deemed to have automatically vacated his or her position on the board. Any board member who no longer resides within the boundaries as provided above is deemed to have automatically vacated his or her position on the board.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-299. Board officers.

The commission shall appoint the chairperson (chair) of the board. From among its members the board may elect a vice-chairperson (vice-chair), and secretary. Officers shall be elected for a two-year term. The chair of the board shall preside over all meetings and may vote. If the chairperson fails or refuses to act, the vice-chair shall perform the duties of the chair. If the chair and vice-chair are absent or refuse to act, any board member may be appointed as acting chair by the board to preside over the meeting.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-300. City representative.

The building official/director of building services is the official city representative for the planning and zoning commission. The city representative will attend all meetings of the board, assist board members with questions regarding the department, processes, and procedures, and communicate issues or areas of concern to the board.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-301. Board meetings.

The P&Z meets on the fourth Monday of each month at 5:30 p.m. in city council chambers located at 803 West Holland Avenue. A quorum of four members must be physically present in order to transact business.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-302—16-330. Reserved.

ARTICLE IX. BUILDING AND STANDARDS COMMISSION

Sec. 16-331. Created.

There is created and established for the city, being a home rule municipality, a building and standards commission.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-332. Purpose.

The building and standards commission (hereafter, the "B&S") is responsible for the preservation of public safety relating to proper materials and methods used for building construction, fire safety, or improvements of buildings and deteriorated buildings within the city. This is a quasi-judicial board that has the authority under state law to authorize the condemnation of hazardous properties in the city.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-333. Duties.

The B&S shall hold public meetings, conduct public hearings, and make decisions related to building and building regulations. The commission is empowered to (V.T.C.A., Local Government Code § 54.036):

- (1) Order the repair, within a fixed period, of buildings found to be in violation of an ordinance;
- (2) Declare a building substandard in accordance with the powers granted by V.T.C.A., Local Government Code ch. 54;
- (3) Order, in an appropriate case, the immediate removal of persons or property found on private property, enter on private property to secure the removal if it is determined that conditions exist on the property that constitute a violation of an ordinance, and order action to be taken as necessary to remedy, alleviate, or remove any substandard building found to exist;
- (4) Issue orders or directives to any peace officer of the state, including a sheriff or constable or the chief of police of the municipality, to enforce and carry out the lawful orders or directives of the commission panel;
- (5) Determine the amount and duration of the civil penalty the municipality may recover as provided by V.T.C.A., Local Government Code § 54.017.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-334. Composition of the board.

The board shall be comprised of seven county registered voters who are resident citizens, and qualified voters of the city. One city council member shall serve the board in an ex officio capacity and shall not have the privilege of voting on matters before the board. Voting members of the building and standards commission may not be a member of the city council or the planning and zoning commission.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-335. Appointment of board members; vacancies.

~~Each member of the city council and mayor shall present their nominations for board members before the second regular city council meeting in June, following their election to office. At the same meeting in June, the city council shall consider those nominations for appointment.~~ Once appointed by a majority vote of city council, the appointed board member shall serve until their successor is appointed. ~~Each board member shall be eligible for reappointment. Reappointments can be made to each position by the original appointer.~~ Vacancies may be filled at any time ~~by a member of the city council or the mayor~~ subject to confirmation by majority vote of the city council. Members shall serve without compensation.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-336. Placement.

Each board member will be designated by "place" on the board:

Place 1: appointed by council member ward 1, subject to city council confirmation.

Place 2: appointed by council member ward 2, subject to city council confirmation.

Place 3: appointed by council member ward 3, subject to city council confirmation.

Place 4: appointed by council member ward 4, subject to city council confirmation.

Place 5: appointed by council member ward 5, subject to city council confirmation.

Place 6: appointed by the mayor, subject to city council confirmation.

Place 7: appointed by any council member or the mayor, subject to city council confirmation.

Ex officio: city council member. Appointed by a majority vote of the city council.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-337. Terms of board members.

~~The term of each board member shall be two years, from July 1 to June 30, aligning closely with the term of the elected official who appointed the member. Members may serve for a limit of three consecutive terms. Any person who has served on the board during three consecutive terms will be ineligible to occupy any position on the board for a period of two years. A partial term of less than one year will not count in determining the number of consecutive terms. Any person who has not served on the board during the previous two consecutive years shall be eligible to serve under the same conditions as and with no more restrictions than a person who has never served on the board.~~ Members may serve for an indefinite period of time.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-338. Removal of board members.

Board members serve at the pleasure of the city council. The city council may by majority vote remove a board member at any time for cause on a written charge (V.T.C.A., Local Government Code § 54.033). Before a decision regarding a removal is made, the city council must hold a public hearing on the matter if requested by the commission member subject to the removal action. Any board member who misses three consecutive meetings or one-third of all regular meetings within a 12-month time period shall be deemed to have automatically vacated his or her position on the board. Any board member who no longer resides within the boundaries as provided above is deemed to have automatically vacated his or her position on the board.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-339. Board officers.

The commission shall appoint the chairperson (chair) of the board. The chair shall administer oaths and compel the attendance of witnesses. From among its members, the board may elect a vice-chairperson (vice-chair), and secretary. Officers shall be elected for a two-year term. The chair of the board shall preside over all meetings and may vote. If the chairperson fails or refuses to act, the vice-chair shall perform the duties of the chair. If the chair and vice-chair are absent or refuse to act, any board member may be appointed as acting chair by the board to preside over the meeting.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-340. City representative.

The building official/director of building services is the official city representative for the building and standards commission. The city representative will attend all meetings of the board, assist board members with questions regarding the department, processes, and procedures, and communicate issues or areas of concern to the board. The city designates the building official/director of building services as the appropriate official to present all cases before the building and standards commission.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-341. Board meetings.

The building and standards commission meets on the fourth Wednesday of ~~each~~ the month at 5:30 p.m. in city council chambers located at 803 West Holland Avenue. A quorum of four members must be physically present in order to transact business. Meetings shall be held at least quarterly.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

Sec. 16-342. Building and building regulations.

The building and standards commission shall:

- (1) Use the standards of criteria related to the deterioration of the building or structure, fire hazard, pestilence, structural deformity, inadequate fire safety measures, and other conditions as recognized by the building codes adopted by the city including chapter 18, buildings and building regulations.
- (2) Hear evidence and shall, upon a finding that the conditions as set out in the ordinances have been met, declare a structure substandard.

(Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

FISCAL YEAR 2025-2026 PARKS BOARD MEETING DEADLINES

Meeting Date	Agenda Deadline -7 days	Agenda Posting Date- Wednesday
October 8, 2025	October 1, 2025	October 1, 2025
November 12, 2025	November 5, 2025	November 5, 2025
January 14, 2026	January 7, 2026	January 7, 2026
February 11, 2026	February 4, 2026	February 4, 2026
March 11, 2026	March 4, 2026	March 4, 2026
April 8, 2026	April 1, 2026	April 1, 2026
May 13, 2026	May 6, 2026	May 6, 2026
June 10, 2026	June 3, 2026	June 3, 2026
July 8, 2026	July 1, 2026	July 1, 2026
August 12, 2026	August 5, 2026	August 5, 2026
September 9, 2026	September 2, 2026	September 2, 2026

FISCAL YEAR 2025-2026 PLANNING & ZONING DEADLINES		
Meeting Date	Agenda Deadline -7 days	Agenda Posting Date
October 27, 2025	October 20, 2025	October 21, 2025
November 24, 2025	November 17, 2025	November 18, 2025
December 15, 2025	December 8, 2025	December 9, 2025
January 26, 2026	January 15, 2026	January 16, 2025
February 23, 2026	February 12, 2026	February 13, 2026
March 23, 2026	March 16, 2026	March 17, 2026
April 27, 2026	April 20, 2026	April 21, 2026
May 18, 2026	May 11, 2026	May 12, 2026
June 22, 2026	June 15, 2026	June 16, 2026
July 27, 2026	July 20, 2026	July 21, 2026
August 24, 2026	August 17, 2026	August 18, 2026
September 28, 2026	September 21, 2026	September 22, 2026

FISCAL YEAR 2025-2026 ANIMAL BOARD DEADLINES		
Meeting Date	Agenda Deadline	Agenda Posting Date
October 14, 2025	October 7, 2025	October 8, 2025
January 13, 2026	January 6, 2026	January 7, 2026
April 14, 2026	April 7, 2026	April 8, 2026
July 14, 2026	July 7, 2026	July 8, 2026

FY 2025-2026 PARKS BOARD MEETING CALENDAR

October 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2026						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Federal holidays fiscal year 2026

Oct 13, 2025	Columbus Day	Jan 19, 2026	Martin L. King Day	Jul 3, 2026	Indepen. Day (obs.)
Nov 11, 2025	Veterans Day	Feb 16, 2026	Presidents' Day	Sep 7, 2026	Labor Day
Nov 27, 2025	Thanksgiving Day	April 3 - 6, 2026	Good Friday		
Dec 25, 2025	Christmas Day	May 25, 2026	Memorial Day		
Jan 1, 2026	New Year's Day	Jun 19, 2026	Juneteenth		

 Parks & Recreation

 Agenda Deadline

 City Offices Closed

FY 2025-2026 P&Z CALENDAR

October 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2026						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Federal holidays fiscal year 2026

Oct 13, 2025	Columbus Day	Jan 19, 2026	Martin L. King Day	Jul 3, 2026	Indepen. Day (obs.)
Nov 11, 2025	Veterans Day	Feb 16, 2026	Presidents' Day	Sep 7, 2026	Labor Day
Nov 27, 2025	Thanksgiving Day	April 3 - 6, 2026	Good Friday		
Dec 25, 2025	Christmas Day	May 25, 2026	Memorial Day		
Jan 1, 2026	New Year's Day	Jun 19, 2026	Juneteenth		

Planning & Zoning

Agenda Deadline

City Offices Closed

FY 2025-2026 ANIMAL ADVISORY BOARD CALENDAR

October 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2026						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Federal holidays fiscal year 2026

Oct 13, 2025	Columbus Day	Jan 19, 2026	Martin L. King Day	Jul 3, 2026	Indepen. Day (obs.)
Nov 11, 2025	Veterans Day	Feb 16, 2026	Presidents' Day	Sep 7, 2026	Labor Day
Nov 27, 2025	Thanksgiving Day	April 3 - 6, 2026	Good Friday		
Dec 25, 2025	Christmas Day	May 25, 2026	Memorial Day		
Jan 1, 2026	New Year's Day	Jun 19, 2026	Juneteenth		

 Animal Advisory Board

 Agenda Deadline

 City Offices Closed

CITY COUNCIL AGENDA ITEM REPORT

October 21, 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

Discussion of short-term rental processes and implementation of Ordinance 2025-06-03, including implications for permitting of individual units and the City's plan moving forward. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

The purpose of this item is to discuss the City's ongoing implementation of Ordinance 2025-06-03 regulating short-term rentals (STRs). The ordinance introduced the definition of "unit" and requires each individual unit—whether a room, casita, bungalow, trailer, or similar accommodation—to be permitted separately, rather than by property as a whole.

Since the original ordinance's implementation in 2020, the City has not required each unit on a property to be permitted. This was a decision made by the previous Building Official, David Hale. Now that the definition of "unit" has been incorporated, the ordinance requires that each unit must be permitted.

Questions have arisen from operators regarding the application of this requirement, particularly for existing permit holders. Concerns raised by STR operators highlight the need to clarify permitting obligations, address transitional issues, and ensure consistent enforcement.

This discussion will provide City Council with an update on how staff are addressing these concerns, the impact on current permit holders, and options for moving forward. Council may provide direction on the City's plan to ensure compliance, improve communication with operators, and support a fair and transparent permitting process that aligns with the adopted ordinance.

SUPPORTING MATERIALS

1. Ordinance 2025-06-03 SHORT TERM RENTALS

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 - 10/10/2025
Final Approval - 10/10/2025

STATE OF TEXAS
COUNTY OF BREWSTER

CITY OF ALPINE

ORDINANCE 2025-06-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING CHAPTER 90 – TAXATION, ARTICLE V – SHORT TERM RENTALS TO THE ALPINE CODE OF ORDINANCES; AMENDING RULES AND REGULATIONS REGARDING SHORT TERM RENTALS WITHIN THE CITY LIMITS; PROVIDING THE ESTABLISHMENT OF UP TO A \$500 PENALTY PER OCCURRENCE FOR VIOLATIONS OF THE ORDINANCE; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, ENACTMENT, REPEALER, PENALTY, SAVINGS, SEVERABILITY, PROPER NOTICE AND MEETING, AND EFFECTIVE DATE CLAUSES.

WHEREAS, the City of Alpine, Texas is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City of Alpine established Article V – Short Term Rentals of the Alpine Code of Ordinance with the adoption of Ordinance 2021-01-01; and

WHEREAS, the short term rental ordinance was implemented to safeguard the life, health, safety, welfare, and property of the occupants of residential dwelling units, the neighbors of said occupants, the general public and to minimize adverse impacts to the housing supply caused by the conversion of residential units to tourist or transient use; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out power granted by law to the City; and

WHEREAS, the city has identified areas of improvement in the current ordinance and desires to revisit the requirements to provide updates that will benefit city departments, operators, and the community at large.

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

**SECTION I
FINDINGS OF FACT**

The Alpine Code of Ordinances is hereby amended to reflect the changes hereto attached as Exhibit “A.” The premises attached as Exhibit “A” are found to be true and correct legislative and factual findings of the City Council of the City of Alpine and are hereby approved and incorporated herein as findings of fact.

**SECTION II
INCLUSION IN THE CODE OF ORDINANCES**

The provisions of this ordinance shall become and be made a part of the Code of Ordinances of Alpine, Texas. The sections of the Ordinance may be renumbered or re-lettered to accomplish

such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word. The codifier of the City is empowered to make amendments to match the style of the existing code.

SECTION III CUMULATIVE CLAUSE

This ordinance shall be cumulative of all provisions of the City of Alpine, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinance, in which event the conflicting provisions of such Ordinance are hereby repealed.

SECTION IV PENALTY CLAUSE

Any person, corporation, or entity who intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500.00. Each day in which any violation occurs, or each occurrence of any violation, shall constitute a separate offense.

SECTION V SAVINGS CLAUSE

The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this ordinance.

SECTION VI SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council of the City of Alpine that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences paragraphs or sections of the Ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, clause, sentence, paragraph or section.

SECTION VII PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. A public hearing was held on June 17, 2025, where interested parties had the opportunity to make public comments on this ordinance prior to approval. Notice of the date and time of the hearing and notice of how to obtain copies of the proposed ordinance was published in the Alpine Avalanche, the official newspaper of the City of Alpine on June 12, 2025.

**SECTION VIII
EFFECTIVE DATE**

This ordinance shall be effective upon passage and publication as required by State and Local law.

**PASSED AND ADOPTED THIS 17th DAY OF JUNE 2025 BY THE CITY COUNCIL OF
THE CITY OF ALPINE, TEXAS.**

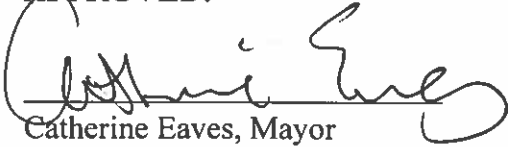
INTRODUCTION AND FIRST READING

JUNE 3, 2025

SECOND AND FINAL READING

JUNE 17, 2025

APPROVED:


Catherine Eaves, Mayor

ATTEST:


Geoffrey R. Calderon, City Secretary

APPROVED AS TO FORM:

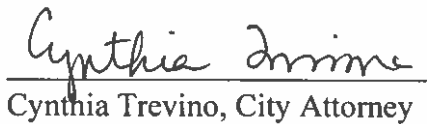

Cynthia Trevino, City Attorney

EXHIBIT "A"

EDITOR'S NOTE:

Additions are Underlined. ~~Omissions appear in Strikethrough Text.~~



ARTICLE V. SHORT TERM RENTALS

Sec. 90-121. Generals.

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

(Ord. No. 2021-01-01, 2-2-21)

Sec. 90-122. Definitions.

For the purposes of this ordinance, the following words, terms, and phrases are defined as follows:

Administrator means the person designated by the City Manager to enforce and administer this ordinance
~~director of the department designated by the city manager to enforce and administer this chapter, including the~~
~~director's designees.~~

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

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

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

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

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

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

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

Rental means renting, bartering, trading, letting, or otherwise allowing the use of a residence or residential structure or room or rooms within a residence or residential structure. This shall not restrict, limit or interfere with any homeowner from participating in a leaseback upon the sale of a residence or residential structure.

Residence means a place where a person resides, occupies, lives, or has their home.

Short-term rental (STR) means a residential premise, or portion thereof, used for lodging accommodations to occupants for a period of less than 30 consecutive days. The definition of short-term rental does not include a bed and breakfast as defined in the Code, or a hotel with more than 10 rooms, cabins, bungalows, or other rentable units.

Unit means a separate accommodation, room, bungalow, casita, trailer, or cabin located on or within a single premises.

(Ord. No. 2021-01-01, 2-2-21)

Sec. 90-123. Unpermitted short-term rentals prohibited.

- (a) It shall be unlawful for any owner or person to rent, lease, advertise, or otherwise permit or allow any residential premises to be operated or used as an unpermitted short-term rental.
- (b) All hosting platforms shall provide the following information in a notice to any owner listing a short-term rental located within the city through the hosting platform's service. The notice shall be provided prior to the owner listing the premises and shall include the following information: the "short-term rental" article of this Code prohibits the short-term rental of residential premises within the city without an active short-term rental permit.
- (c) Notwithstanding any other provision of this article, nothing shall relieve any owner, person, occupant, or housing platform of the obligations imposed by the applicable provisions of state law and this Code, including but not limited to, those obligations imposed by the Tax Code. Further, nothing in this article shall be construed to limit any remedies available under the applicable provisions of state law and this Code.

(Ord. No. 2021-01-01, 2-2-21)

Sec. 90-124. Short-term rental permit required.

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

(Ord. No. 2021-01-01, 2-2-21)

Sec. 90-125. Permit limitations.

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

(Ord. No. 2021-01-01, 2-2-21)

Sec. 90-126. Requirements of application.

- (a) Except as provided in this section, every complete application for a short-term rental permit shall include the following information with such detail and in form approved by the administrator:
 - (1) The name, address, contact information and ~~authenticated~~ signature ~~for~~ of the owner of the premises;
 - (2) The name, address and contact information of the operator, agent if any, and designated local responsible party.
 - ~~(3) The city registration number for hotel occupancy tax;~~
 - ~~(4) A plot plan of the premises identifying the location of parking spaces to be used in conjunction with the short-term rental;~~
 - (3 5) A dimensioned floor plan of the proposed short-term rental identifying bedrooms, other living spaces and emergency evacuation routes;
 - (4 6) Release of liability by the applicant, releasing the city from liability issues that arise from the operation of the short term rental;
 - ~~(7) The name and contact information of the property owner's association, if any, of which the premises are covered by dedicatory instruments;~~
 - (7 8) A copy of the proposed host rules for the short-term rental.
 - (8) The applicant shall submit a fully completed self-inspection report on the form provided by the Administrator
- (b) An application for short-term renewal permit may be filed beginning 30 days prior to expiration of a current permit. Every complete application for a short-term rental renewal permit shall include updates, if any, to the information contained in the original permit application or any subsequent renewals. The permit holder shall sign a statement affirming that there is either no change to such information, or that any updated information is accurate and complete.

- (c) An application for a short-term rental renewal permit submitted after the expiration of the most immediate permit for the premises shall be treated as an application for a new permit as described in subsection (a) of this section.
- (d) If a complete application for a short-term renewal permit is submitted less than 30 days prior to expiration of the current permit, the administrator in his sole discretion may grant a one-time extension of the current permit not to exceed ten days.

(Ord. No. 2021-01-01, 2-2-21)

Sec. 90-127. Designation of local responsible party required.

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

(Ord. No. 2021-01-01, 2-2-21)

Sec. 90-128. Release of liability required.

It shall be unlawful for the owner of premises operating as a short-term rental to operate without either proof of insurance or a release of liability indemnifying and holding the city harmless from any and all claims that should arise out of the operation of the short-term rental.

(Ord. No. 2021-01-01, 2-2-21)

Sec. 90-129. Building permits required; conformance with zoning requirements.

All work done to the property must meet all city permitting requirements as ~~spelled out~~ provided in this Code. No permits shall be issued for properties that are non-conforming under the city's zoning ordinance.

(Ord. No. 2021-01-01, 2-2-21)

Sec. 90-130. Permit fees.

An initial, nonrefundable, permit fee ~~of \$350.00 (nonrefundable)~~ will include the preliminary fire inspection fees. The amount of the permit fee shall be established with the adoption Appendix B: Building Services Fees, set by annual city council resolution. A copy of the Building Services Fees appendix may be obtained at city hall during normal business hours or by visiting www.cityofalpine.com/fees.

Upon completion of all required forms, approval of each dwelling unit by the administrator or his designee, and payment of the initial permit fee, the administrator may recommend a special use permit (short term rental permit) to be considered by the city council. Once approved by the city council, a special use permit (short term rental permit) shall be issued.

The annual permit renewal fee shall be ~~\$100.00~~ established with the adoption Appendix B: Building Services Fees, set by annual city council resolution. A copy of the Building Services Fees appendix may be obtained at city hall during normal business hours or by visiting www.cityofalpine.com/fees.

An annual fire inspection is required, the fee of which shall be established ~~by city ordinance~~ with the adoption Appendix B: Building Services Fees, set by annual city council resolution. A copy of the Building Services Fees appendix may be obtained at city hall during normal business hours or by visiting www.cityofalpine.com/fees.

City short-term rental taxes must be paid in accordance with the City's Hotel Occupancy Tax Ordinance (Article IV. Hotel Occupancy Tax) ~~quarterly~~ for the permit to remain valid, as verified by the city short-term rental tax form.

(Ord. No. 2021-01-01, 2-2-21)

Sec. 90-131. Hotel occupancy tax; request for occupancy history.

It shall be unlawful for any owner of premises used for a short-term rental to fail to pay hotel occupancy taxes under state law and this chapter. Upon the request of the administrator or the finance department of the city, the owner of a premises used as a short-term rental shall remit, within 30 days, an accounting of all occupants who rented the premises and the hotel occupancy taxes paid therefor. It shall be unlawful for a person to fail to provide said information requested in a timely manner.

(Ord. No. 2021-01-01, 2-2-21)

Sec. 90-132. Short-term rental permit non transferable.

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

(Ord. No. 2021-01-01, 2-2-21)

Sec. 90-133. Parking restrictions.

Parking is established by ~~the International Building Codes (IBC) and will differ based on the zoning districts~~ the city of Alpine zoning ordinance.

~~Guidelines are as follows: One parking space per sleeping unit plus one parking space per 500 square feet of common area. The parking spaces required shall be on the same lot or where use of such is provided on another lot not more than 500 feet radially from the subject lot.~~

(Ord. No. 2021-01-01, 2-2-21)

Sec. 90-134. Neighbor notice.

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

(Ord. No. 2021-01-01, 2-2-21)

Sec. 90-135. Zones.

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

(Ord. No. 2021-01-01, 2-2-21)

Sec. 90-136. Short-term rental hosting platforms.

1. A short term rental operator that displays listings of short-term rentals located in the city shall be required to include the property's permit number in any listing for a short-term rental on a hosting platform. The permit number must be displayed on the listing. No short-term rental shall be listed on a hosting platform which does not include the permit number.
2. A short term rental operator shall remove any listing for a short-term rental from a hosting platform after notification by the city that the permit number associated with a short-term rental listing is invalid, expired, or has been revoked. The notification must identify the listing(s) to be removed and state the reason for removal. The operator shall remove the listing as soon as practicable.

Sec. 90-137~~6~~. Penalties.

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

(Ord. No. 2021-01-01, 2-2-21)

Sec. 90-138~~7~~. Enforcement.

- (a) The owner of a short-term rental use that was not registered with the city for hotel occupancy tax prior to April 1, 2021 and who is unable to obtain a permit for said use or fails or refuses to obtain a permit for the use following the effective date of the ordinance from which this article derived, shall discontinue the short-term rental use no later than April 30, 2021.
- (b) If the permit of a short-term rental use is not renewed, the owner shall discontinue the use no later than the date on which the existing permit or any extension thereof expires.
- (c) This article shall be and is hereby declared to be cumulative of all other ordinances of the city; and this article shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this article, in which event such conflicting provisions, if any, in such other ordinances are hereby repealed.
- (d) If any section, subsection, sentence, clause or phrase of this article is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this article.
- (e) All of the regulations provided in this article are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the city council or any city official or employee charged with the enforcement of this article, acting for the city in the discharge of his duties, shall not thereby render himself personally liable; and he is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties.

(Ord. No. 2021-01-01, 2-2-21)

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 11E

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

Discussion regarding the current status of staffing in the Public Works Department. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

At the October 7, 2025, City Council meeting, the Council requested an item be added to discuss staffing in the Public Works Department. The Interim City Manager met with the Director of Public Works after this meeting and invited him to participate in the discussion.

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 - 10/10/2025
Final Approval - 10/10/2025

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 11F

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

Discussion regarding the status of City reserve accounts, fund balance, and current financial status.
(G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

This item is being added to facilitate an update from the Director of Finance regarding the current status of city finances, reserves, and fund balance.

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 - 10/14/2025

Final Approval - 10/14/2025

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 11G

Department: City Council

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



AGENDA ITEM

Discussion regarding the leak detection study/report and plans to improve the City pool ahead of the upcoming season. (C. Eaves, Mayor)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. City of Alpine. Pool Inspection
2. POOLInspectionReport2025

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

APPROVERS

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

Approved - 10/10/2025
Final Approval - 10/10/2025

Public Swimming Pools and Spas Check List

Facility Name: <u>City of Alpine Community Pool</u>		Date: <u>8/22/25</u>	
County: <u>Brewster</u>	County No.	Phone:	
Facility Address: <u>1502 Fighting Buck Ave</u>		City/Zip: <u>Alpine Tx 79830</u>	
Mailing Address:		City/State/Zip: <u>79830</u>	
Facility Owner: <u>City of Alpine</u>		☐ Class A ☒ Class B ☐ Class C ☐ Spa ☐ Wade ☐ w/PIWF	
Inspection Type: ☐ Routine ☐ Complaint ☐ Re-Inspection ☐ Pre-Licensing ☒ Other (specify): <u>REQUESTED</u>			

"X" indicates an alleged deficiency

"COS" indicates corrected on-site

Swimming Pool Water Testing		34. Emergency summoning device available.		?
1. Chlorine (1.0 - 8.0 ppm)	Bromine (3.0 - 10 ppm)	35. Pump gauges & flowmeter operating, and piping/direction of flow marked.		X
2. pH (7.0 - 7.8)		36. Depth markers, no diving symbol and transition line/ float line present, as required for pools and spas.		✓
3. Cyanuric acid (100 ppm or less)		37. Electrical disconnect and GFCIs installed, and equipment bonded/ grounded, as required.		✓
4. Cyanuric acid present in indoor pool.		Lifeguards * <u>Pool Closed</u>		
5. Combined chlorine is greater than 0.4 ppm.		38. Lifeguards provided as required.		<u>FOR SEASON</u>
6. Algae present in pool.		39. Lifeguards not distracted from user surveillance by other duties.		
7. Water clarity insufficient to clearly see bottom of pool.		40. Lifeguard mandatory in-service training as required.		
8. A & B pools tested every 2 hours for disinfectant and pH.		41. Lifeguard access to First Aid Kit, backboard, AED, BVM.		
9. Staffed C pools tested 3x per day for disinfectant and pH.		Enclosure A, B, & Residential Youth Camp Pools and Spas		
10. Unstaffed C pools tested 1x per day for disinfectant and pH.		42. A, B, and resident youth camp pool fence min. 6' in height.		
Spa Water Testing		43. A B, and resident youth camp pool enclosure no openings ≥ 4".		
11. Chlorine (2.0 - 8.0 ppm)	Bromine (3.0 - 10 ppm)	44. Enclosure gates, windows, doors supervised or closed and locked.		
12. pH (7.0 - 7.8)		Enclosure Class C & Day Camp Pools and Spas <u>N/A</u>		
13. Cyanuric acid (100 ppm or less)		45. Class C and day camp pool/spa enclosure minimum 48" in height.		
14. Cyanuric acid present in indoor spa.		46. Class C and day camp enclosure no openings ≥ 4".		
15. Combined chlorine is greater than 0.4 ppm.		47. No chain link for Class C/day camp enclosure after 10/01/99.		
16. Algae present in spa.		48. Gates/doors SC/SL, open out, latch 3.5' above deck, no mid-rail.		
17. A & B spas tested every 2 hours for disinfectant and pH.		Enclosures for Pools and Spas		
18. Staffed C spas tested 3x per day for disinfectant and pH.		49. All climbable objects min 36" from enclosure measured horizontally.		✓
19. Unstaffed C spas tested 1x per day for disinfectant and pH.		50. Gates/doors not propped open.		<u>N/A</u>
Pool and Spa Water Testing		51. Service gate closed and locked when not in use.		✓
20. Pool/spa tested for Cyanuric acid 1x per week.		52. Gate/door between indoor/outdoor pool self-closing & latching.		X
21. Free Chlorine/Bromine level tested using DPD method.		53. Multiunit rental complex and property association pool enclosures compliant with H.S.C. chapter 757		<u>N/A</u>
22. Testing records on site or provided w/in 5 business days.		Trained and Certified Operator		
23. Reliable means of testing for all chemical parameters required.		54. Trained/Certified operator responsibilities/ trained Staff.		✓
Water Supply		55. Operator certification provided. Type/Exp. Date. <u>CPO</u>		✓
24. Water supply to pool/spa public ☒	private ☐	56. Operator name/contact information available to onsite staff.		✓

* See comments on page #4

26. Private water supply chemical analysis every 3 years. <i>Requested</i>	57. Water clarity allows bottom to be clearly seen.	✓
27. Hose bibs in pool/spa yard protected with vacuum breakers? <i>n/A</i>	58. Domestic non-service animals and pets not allowed in pool/spa yard.	?
Suction Outlets (Main Drains)	59. Domestic service animals allowed in pool/spa yard, but not allowed in the pool or spa.	?
28. Suction outlet cover(s) / grate(s) intact and in place.	60. Food and beverages not allowed in pool/spa unless privately owned.	?
29. Suction entrapment avoidance.	61. Glass containers not allowed in pool/spa yard.	✓
Sanitation and Safety—Signs/ Features / Equipment	62. Covered trash receptacles required where food/beverages in yard.	?
30. Sanitary facilities provided and maintained.	63. Skimmer basket/ floating dispenser not used to dispense chemicals. <i>n/A</i>	<i>n/A</i>
31. Safety signs for pools. <i>Needs Updated</i>	64. Automatic sanitizer controllers can be adjusted either manually or electronically. <i>not working</i>	X
32. Safety signs for spas. <i>n/A</i>	65. Chemicals not distributed by hand when pool/spa in use.	✓
33. USCG ring buoy w/throwing rope & non-conductive reaching pole. <i>Pool Closed for Season</i>	66. Chemicals and distribution equipment not accessible by users.	✓

- 25 TAC §265.193(c)-Minimum free chlorine residual for a pool 1.0 ppm, maximum 8.0 ppm; minimum bromine level for a pool 3.0 ppm, maximum 10 ppm.
- 25 TAC §265.193(c)-pH in a pool shall be maintained at not less than 7.0, and no more than 7.8, at all times the pool is open for use.
- 25 TAC §265.193(c)-Cyanuric acid shall not exceed 100 ppm in an outdoor pool. Cyanuric acid not allowed in an indoor pool.
- 25 TAC §265.193(d)-Cyanuric acid shall not be used in an indoor pool.
- 25 TAC §265.193(c)-Combined chlorine or total chlorine shall not exceed 0.4 ppm anytime the pool is open for use.
- 25 TAC §265.193(b)-Algae shall not be present in a pool.
- 25 TAC §265.193(e)-Water clarity insufficient such that bottom at deepest point of pool is not clearly seen.
- 25 TAC §265.193(o)(1)(A)-Class A & B pools and shall test for disinfectant and pH every 2 hours when the pool is open for use.
- 25 TAC §265.193(o)(2)-Class C pools with onsite staff shall test for disinfectant and pH 3x per day.
- 25 TAC §265.193(o)(3)-Class C pools a with no onsite staff shall be tested for disinfectant and pH 1x per day.
- 25 TAC §265.193(c)-Minimum free chlorine residual for a spa 2.0 ppm, maximum 8.0 ppm; minimum bromine level for a pool 3.0 ppm, maximum 10 ppm.
- 25 TAC §265.193(c)-pH in a spa shall be maintained, at not less than 7.0 and no more than 7.8, at all times the spa is open for use.
- 25 TAC §265.193(c)-Cyanuric acid shall not exceed 100 ppm in an outdoor spa.
- 25 TAC §265.193(d)-Cyanuric acid shall not be used in an indoor spa.
- 25 TAC §265.193(c)-Combined chlorine or total chlorine shall not exceed 0.4 ppm anytime the spa is open for use.
- 25 TAC §265.193(b)-Algae shall not be present in a spa.
- 25 TAC §265.193(o)(1)(A)-Class A & B spas shall test for disinfectant and pH every 2 hours when the spa is open for use.
- 25 TAC §265.193(o)(2)-Class C spas with onsite staff shall test for disinfectant and pH 3x per day.
- 25 TAC §265.193(o)(3)-Class C spas a with no onsite staff shall be tested for disinfectant and pH 1x per day.
- 25 TAC §265.193(o)-Class A, B and C pools and spas shall have water tested for Cyanuric Acid a minimum of 1x per week.
- 25 TAC §265.193(g)-Free available chlorine and bromine levels determined by using the DPD testing method.
- 25 TAC §265.193(l)-Testing records on site and available to inspector, or if off site, made available within 5 business days.
- 25 TAC §265.193(f)-Reliable means of testing for pH, free and total chlorine, bromine, CYA, alkalinity & calcium hardness in a pool or spa is required.
- 25 TAC §265.187(a)-Water supply to pool or spa or PIWF is from a public water supply or private water supply.
- 25 TAC §265.187(c)(2)-Private water supply, coliform tested every month the pool or spa is open for use.
- 25 TAC §265.187(c)(3)-Private water supply, chemical analysis for secondary constituent levels as per TAC §290.118, tested every 3 years and records on site.
- 25 TAC §265.187(b)-Hose bibs in the pool/spa yard must be protected with a vacuum breaker.
- 25 TAC §265.185-Fully submerged suction outlet fitting assemblies including the cover and grate shall not be missing, broken, or loose, and shall be in compliance with ANSI/APSP-16.
- ISPS 310.1 - Suction entrapment avoidance shall be in compliance with ANSI/PHTA/ICC-7.
- Recommendations per Model Aquatic Health Code 5.0 Facility Operations and Maintenance- Sanitary facilities, if provided: Toilets clean, good repair, bathroom provided with soap/ toilet paper. Cleansing shower provided with warm water, soap, and in good repair.
- 25 TAC §265.190(f)(5)-Safety signs for pools constructed on or after 1/1/2021 or replaced shall comply with the sign requirements in Figure: 25 TAC §265.190(f)(5) Old signs are not required to be replaced unless damaged or illegible.
- 25 TAC §265.190(h)(4)-Safety signs for spas constructed on or after 1/1/2021 or replaced shall comply with the sign requirements in Figure: 25 TAC §265.190(h)(4) Old signs are not required to be replaced unless damaged or illegible.

length at least two-thirds the maximum width of the pool and a reaching pole for every 2000 square feet of pool surface area. The reaching pole shall be non-telescoping and constructed of non-conductive material such as fiberglass and at least 12 feet long.

34. 25 TAC §265.190(i)-A pool or spa shall have a minimum of one emergency telephone, emergency monitoring contact device or alternative communication system that is accessible, within 200 ft. of the water and functioning at all times the pool/spa is open for use.

35. ISPSC 324.6- Directional flow marked on piping; ISPSC 311.6 – Pressure / vacuum gauge present and operating; ISPSC 311.7 – Flowmeter present and operating.

36. 25 TAC §265.190(a) Pool depth 5 feet or more a 4 inch transition line or rope float line, as required; 25 TAC §265.190(c) spa depth markers as required; ISPSC 409.2 Depth markers spaced at 25 foot maximum interval and installed at water depth increments of 2 feet. ISPSC 409.3 No diving symbol required where pool depth 5 feet or less and placed at intervals of no greater than 25 feet, and directly adjacent to a depth marker.

37. ISPSC 313.7 Electrical disconnect 5 feet or more away from pool or spa. ISPSC 324.4 Electrical wiring must comply with National Fire Protection Association NFPA codes: 680.6 – all electrical equipment associated with pool recirculating system, and equipment less than 5 feet from pool wall must be bonded and grounded as required, 680.22(A) Receptacles; GFCI (ground fault circuit interrupters) required on receptacles 6-20 feet from pool wall, and all receptacles inside pool equipment room.

38. 25 TAC §265.191(a)-Lifeguards are required at Class A pools during competitive events, at all Class B pools when open for use, any pool where a user enters the water from any height above the deck or wall (diving boards, drop slides, starting platforms, zip lines), any wave or surf pool or any pool while used for recreation of youth groups including youth camps, visiting childcare groups, or visiting school groups.

39. 25 TAC §265.191(f)-Lifeguards conducting surveillance of users shall not be assigned duties that would distract the lifeguard's attention from surveillance.

40. 25 TAC §265.191(h)-Lifeguards shall be provided with a pre-season training period, continual in-service training (60 min. for every 40 hours employment), trained on the CDC response standards to fecal or diarrheal contamination, and vomit or blood contamination.

41. 25 TAC §265.191(k)-Lifeguards shall have access to a 24-unit OSHA compliant first aid kit, BVM, one backboard with head immobilizer and straps, and an AED; unless available at on-site first aid station.

42. 25 TAC §265.192(b)(3)(A & C)-Class A, B & resident youth camp pool/spa fences shall be a minimum of 6 ft. in height, have no horizontal mid-rail and be designed and constructed so it is not easy to climb.

43. 25 TAC §265.192(b)(3)(B)-Class A, B & resident youth camp pool/spa fence shall have no openings allowing passage of 4" sphere.

44. 25 TAC §265.192(b)(3)(D)-All doors, gates and windows in the enclosure shall be directly and continuously supervised by pool staff or closed and locked.

45. 25 TAC §265.192(d)(1)(A & B)-Class C and day camp pool/spa enclosures not under HSC 757 shall have a minimum height of 48" from the ground as measured from outside the fence and have no mid-rail less than 45" from the ground, and designed so it is not easily climbed.

46. 25 TAC §265.192(d)(1)(C)-Class C and day camp pool/spa enclosures shall no openings in, under, or through that allow the passage of 4" sphere.

47. 25 TAC §265.192(d)(1)(D)-Chain link fencing is not allowed for any Class C/day camp fence constructed on or after 10/1/1999.

48. 25 TAC §265.192(d)(2)(A&C) and (d)(3)(B)-Enclosure gates and doors shall be self-closing and self-latching, open outward away from the pool or spa, have hand activated opening hardware at least 3.5' above the deck or walkway and be capable of being locked.

49. 25 TAC §265.192(a)(1)- Planters, light poles and site furnishing shall not be permitted within 36" measured horizontally from outside the enclosure.

50. 25 TAC §265.192(f)-Propping gates or doors open is prohibited.

51. 25 TAC §265.192 (g)-Service gates or doors are allowed, but shall be used only by service personnel such as lawn maintenance personnel or chemical delivery services, are not required to be self-closing and self-latching and must be locked when not being used to enter or exit the pool or spa yard.

52. 25 TAC §265.192(h)-Indoor pools and spas or those located within a building, the interior or exterior building walls may be the enclosure as long as all gates and doors are compliant with 265.192 (b), (c), and (d) as applicable of this section, and are not elevator doors. Where separate indoor and outdoor pools and spas are located at the same site a door or gate may be provided between them as long as the doors and gates are compliant with 265.192 (b), (c), and (d) as applicable of this section. If the gate or door between the indoor and outdoor pool or spa does not provide an exit from the pool or spa yard, that gate or door may open inward into the outdoor pool or spa yard.

53. 25 TAC §265.192(c)- **Enclosures for pools and spas subject to Texas Health and Safety Code, Chapter 757. A pool or spa that is in a multiunit rental complex or owned, controlled, or maintained by a property owners association and subject to Texas Health and Safety Code, Chapter 757, must have an enclosure as required in Chapter 757.**

- HSC 757.003(b)-Enclosure shall be a minimum height of 48 inches from the ground on the side away from the pool or spa.
- HSC 757.004(a)-All gates of a pool or spa enclosure at pools and spas must have a self-closing and self-latching device.
- HSC 757.005(a)(1)-Chain link fencing may not allow passage of 2-1/4" sphere through fabric.
- HSC 757.004(b)-Latch must be at least 60" above the ground; or
- HSC 757.004(b)(1)-Latch may be installed lower if latch is on the pool side & is min. 3" below the top of gate; and
- HSC 757.004(b)(2)-has no opening greater than 1/2 inch in any direction within 18 inches from the latch.
- HSC 757.004(c)- Latch may be located 42" or higher if the gate cannot be opened except by key, card, or combination on both sides of the gate.

diameter sphere.

- HSC 757.003(e)-Distance between the tops of the horizontal members < 45" no gaps allow passage of 1-3/4" sphere.
- HSC 757.003(d)-Distance between the tops of the horizontal members min. 45 inches, no openings allow passage of 4" sphere.
- HSC 757.003(f)-Enclosure shall not be constructed of chain link fencing materials.
- HSC 757.007-A wall of a building may not be used as part of an enclosure unless all ground floor windows in the wall is permanently closed/unable to open.
- HSC 757.004(a)-Gates of pool or spa enclosure and must have a self-closing and self-latching device and open outward away from the pool or spa.
- HSC 757.003(g)-There can be no decorative cutouts with openings greater than 1-3/4 inches in any direction in the enclosure.

54. 25 TAC §265.194(c)-The trained operator must ensure that the staff is properly trained in day-to-day operations of the pool and spa circulation system.

55. 25 TAC §265.194(d)- Proof of operator training and certification provided.

56. 25 TAC §265.194(b)(3)-Trained and certified pool operator contact information available, if not on-site, provided upon request or within five business days.

57. 25 TAC §265.194(h)- Water in pool/spa shall be clear such that bottom of deepest area is clearly visible when water is static.

58. 25 TAC §265.194(k)-Domestic animals and pets, that are not service animals as defined in 28 CFR § 36.302(c), or where applicable 24 CFR §100.204 are prohibited in pool and spa yard and in the pool/spa.

59. 25 TAC §265.194(k)-Domestic animals, that are service animals as defined in 28 CFR § 36.302(c), or where applicable 24 CFR §100.204 are allowed the pool yard, but not in the pool/spa.

60. 25 TAC §265.194(p)-Food and beverages may not be consumed in a pool or spa unless it is privately owned and operated.

61. 25 TAC §265.194(q)-Glass containers are prohibited in the pool and spa yard or in the pool or spa.

62. 25 TAC §265.194(r)-Covered trash receptacles are required where food and beverages are allowed or served.

63. 25 TAC §265.189(g)(1)(D)-Skimmer baskets or floating dispensers may not be used to dispense disinfectant, chemicals that adjust pH, or algicides.

64. 25 TAC §265.189(g)(1)(A)-Disinfectant feed system controllers used to automatically dispense sanitizer and can adjust either manually or electronically.

65. 25 TAC §265.189(g)(2)-Hand distribution of disinfectant, chemicals to adjust pH or algicides is prohibited when users are in the pool or spa or PIWF.

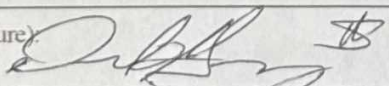
66. 25 TAC §265.194(g)-Pool chemicals and chemical feed equipment stored so that pool/spa users do not have access.

Comments/ other violations noted: * Pool was closed for the season during inspection. No testing of water (or) lifeguards on duty.

Equipment: ① Main filter pump a timer removed And wires are connected with wire nuts and a bucket covering them. This is not within NEC electrical code. ② The filter media (sand) is 15+ years old, should be replaced every 5-7 years. ③ The flow meter does not work and needs replacing. ④ The chemical feed control is not working and needs replacing. This is for the ORP & Acid Feed System ⑤ The inside main breaker panel cover is ~~is~~ missing and needs installed. ⑥ There are no directional flow markings on equipment plumbing per code.

Grounds & facilities: ① The drinking water fountain has been removed. Needs replaced. ② Fencing, if the pool ~~was~~ fence was installed after 1994 then the chain link portion need replacing per code. ③ no Rope float present to mark the deep end of the pool. ④ Pool signage needs updating before pool re-opens.

* Recommend Walkthrough/Inspection 3 weeks prior to opening the pool for the Season in 2026. This will insure the safety portion of the pool is in compliant.

Inspected by (signature): 	Pool Operator/ Responsible party (signature):
Printed Name: Donald Greenway CPO/CBP	Printed Name:
Date: 8/22/25	Date:



Leak Finder Pro
(512) 788-2772
www.leakfinderpro.com

Inspection Report

1502 Fighting Buck Avenue
Alpine, TX 79830

Inspected By: Simon Bouzek

Prepared For: Public Works

Inspected On Sat, Oct 4, 2025 at 10:00 AM

Table of Contents

Equipment	3
Pool Main Drain	4
Observations	5
Conclusion	7
What Is Normal Water Loss	8
Warranty	9

Comment 1 **Information**

The equipment room was wet at the time of inspection. A leak was found near the pump, which appears to be the main source of the water. No standing water was seen around the filtration equipment, and everything else appeared to be working normally.



Comment 2 Information

The pool's main drains were tested ultrasonically and showed no signs of leakage. The pump also successfully primed using suction from the main drains alone.

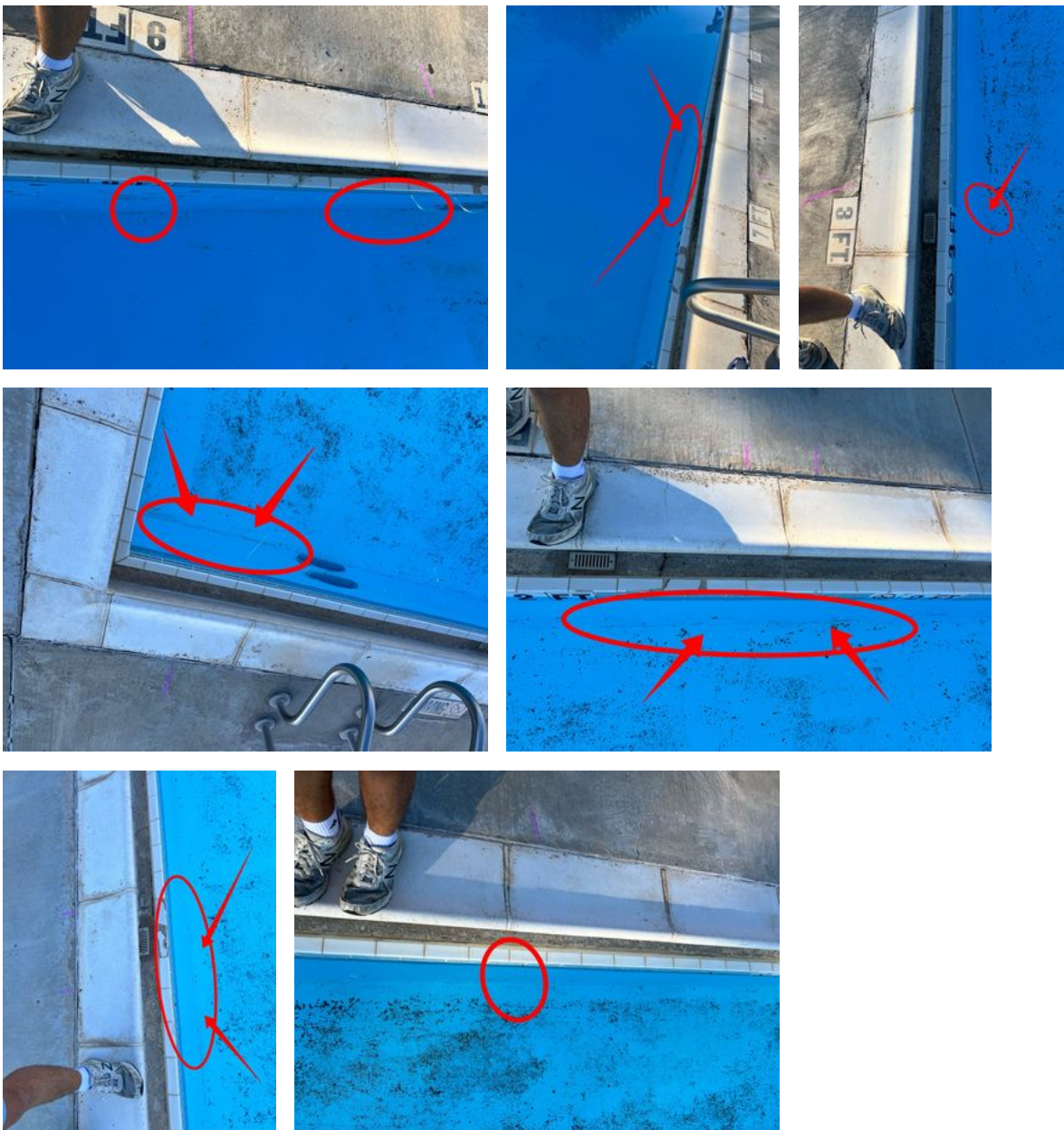
Comment 3

Deficiency

The plaster is in generally poor condition throughout the pool, with numerous small holes and cracks visible across the surface.

There also appear to be surface cracks along the pool shell; however, these did not pull dye during testing, indicating they are not actively leaking.

Many cracks were found to be leaking along the pool walls and are shown in the provided photos. All leaks along the walls were marked with chalk around the edge of the pool for reference.





Comment 4 Information

A total of fourteen (14) leaks were identified during the assessment. Thirteen (13) were associated with structural cracks, and one (1) was detected at the equipment pad near the pump.

Please refer to the following sections of this report for corresponding photographs and additional details.

Comment 5 Information

Why Does Pool Water Evaporate?

Temperature:

- Heat increases evaporation rate, regardless of day or night.
- Faster evaporation in warm climates, slower in cold climates.

Humidity:

- Higher humidity slows evaporation as air holds less vapor.

Wind Speed:

- Stronger wind increases evaporation by moving humid air away.

Surface Exposure:

- Larger surface area leads to faster evaporation.
- Pool enclosures can reduce evaporation.

How Quickly Does It Evaporate?

- Evaporation rate:
- Typically 2 inches per week is normal (1/4" or more per day)
- Dependent on climate, pool conditions, and maintenance habits.
- in states like Florida or Texas
- High water features usage, minimal covering: around 2 inches per week or more is common

Comment 6 Information

Leak detections are warrantied for 45 days from the day the leak detection is performed provided that the customer approves the necessary repairs to be performed by Commerical Swim. If another company other than Commercial Swim is hired to perform the repairs then we are unable to provide a warranty on the leak detection.

Please note: It is the customer's responsibility to notify us if the pool continues to leak after any recommended repairs have been completed.

Typically swimming pool leaks can be located with one leak detection. However, there are cases where a pool has more than one underground leak and a secondary leak detection is required. In this instance, we may not find the secondary leak if it is small until the first plumbing leak has been Fixed, and the lines have been pressurized to verify that they hold water

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 11H

Department: City Council

Sponsor: Rick Stephens, Councilor

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

Staff Recommendation: None



AGENDA ITEM

Discuss City financial status with a focus on two items:

1. End of year financial performance for Fiscal Year 2024-2025 with a focus on understanding top level over or under run against the \$17.2 million budget so that City Council understands the implications of the Fiscal Year to the overall fund balance.
2. City of Alpine un-obligated fund balance. The Fiscal Year 2025-2026 budget included \$1.4 million of transfer from the fund balance to fund the \$17 million budget. What is the remaining fund balance included any under run from the Fiscal Year 2024-2025 budget. (R. Stephens, City Council)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

APPROVERS

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

Approved - 10/14/2025
Final Approval - 10/14/2025

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 12A

Department: City Council

Sponsor: Rick Stephens, Councilor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approve the first and final reading of Ordinance 2025-10-01, an ordinance amending the Fiscal Year 2025-2026 budget to appropriate funds for water infrastructure improvements; providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date. (R. Stephens, City Council)

EXECUTIVE SUMMARY

The purpose of this item is to consider Ordinance 2025-10-01, a budget amendment to the FY 2025–2026 Budget to appropriate \$1.2 million from the City of Alpine’s fund balance to the Water Department for priority infrastructure improvements.

Background

During the FY 2025–2026 budget process, the City allocated \$1.4 million in transfers from fund balance to support operations. Subsequent review of financial performance and available fund balance prompted a request to reallocate additional funds toward pressing water infrastructure needs.

Amendment Details

Exhibit A outlines the reallocation of \$1.2 million for four specific projects.

1. **Sul Ross Pressure Plane Modifications (\$900,000):** Address water pressure requirements for the new Sky Way Gardens addition and improve service reliability in Southeast Alpine.
2. **Lead & Copper Rule Compliance (\$100,000):** Provide manpower and resources to complete the federally mandated lead and copper service line inventory.
3. **Clay Valve System Repairs (\$150,000):** Repair the Clay water valve system on the Sunny Glen Pressure Plane and develop a plan to mitigate long-term distribution issues.
4. **Upper Hill/Lower Hill Pump Station (\$50,000):** Resolve operational deficiencies at the pump station to ensure reliable service.

Fiscal Impact

Funding is supported by a transfer from the City's un-obligated fund balance, ensuring no increase to tax rates or utility fees. This amendment maintains compliance with the Local Government Code and ensures Council-directed infrastructure priorities are fully resourced.

Recommendation

Approval of Ordinance 2025-10-01 is recommended to support essential water system improvements, regulatory compliance, and service reliability for Alpine residents.

SUPPORTING MATERIALS

1. 2025-10-01 ORDINANCE 2025-2026 BUDGET AMENDMENT Water Priorities
2. Budget Amendment - 10.21.25 Exhibit A-Stephens

BUDGET CONSIDERATIONS

Expenditure Required: \$1,200,000.00
Savings Anticipation: N/A
Current Budget FY 2024-2025: \$2,226,125.00
Additional Funding: N/A

APPROVERS

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

Approved - 10/14/2025
Final Approval - 10/14/2025

ORDINANCE 2025-10-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING THE CITY OF ALPINE FISCAL YEAR 2025-2026 BUDGET TO APPROPRIATE FUNDS FOR WATER INFRASTRUCTURE IMPROVEMENTS; PROVIDING FOR THE FOLLOWING CLAUSES: FINDINGS OF FACT, CUMULATIVE, PROPER NOTICE AND MEETING, AND EFFECTIVE DATE.

WHEREAS, the City Council of the City of Alpine, Texas, in the exercise of its legislative authority, finds it necessary to modify budgets, systems, processes, and fees that support the City's mission of providing quality services to the citizens of Alpine; and

WHEREAS, the City Council has determined that the FY 2025-2026 Budget should be amended to reflect updated revenues and expenses; and

WHEREAS, it is in the public interest to amend the FY 2025-2026 Budget to incorporate the updated revenues and expenditures as outlined in Exhibit "A."

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

**SECTION I
FINDINGS OF FACT**

All of the amendments set forth in Exhibit "A," attached hereto and incorporated herein, are hereby found to be true and accurate representations of the changes approved by the City Council of the City of Alpine to the FY 2025-2026 Budget.

**SECTION II
CUMULATIVE CLAUSE**

This ordinance shall be cumulative of all provisions of the City of Alpine, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which case the conflicting provisions are hereby repealed.

**SECTION III
SEVERABILITY CLAUSE**

It is hereby declared the intention of the City Council of the City of Alpine that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable. If any phrase, clause, sentence, paragraph, or section of this ordinance is declared unconstitutional or invalid by the valid judgment of a court of competent jurisdiction, such ruling shall not affect the validity of the remaining portions, which shall continue in full force and effect, as the City Council would have enacted them regardless of the invalid portion.

**SECTION IV
PROPER NOTICE AND MEETING**

It is hereby officially found and determined that the meeting at which this ordinance was adopted was open to the public and that proper notice of the time, place, and purpose of said meeting was given in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

**SECTION V
EFFECTIVE DATE**

This ordinance shall take effect immediately upon its passage and publication as required by state and local law.

PASSED, APPROVED, AND ADOPTED THIS 21ST DAY OF OCTOBER, 2025, BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

FIRST AND FINAL READING

OCTOBER 21, 2025

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

"Exhibit A"

FY 2025-2026 Budget Amendments

Requestor: Council Member Stephens

1) Modify the Sul Ross Pressure Plane to meet water pressure requirements for the new Sky Way Gardens addition and improve water pressure in the southeast part of Alpine

Department	Line - Item	Description	Original Budget	Amended Budget	Proposed Amendment	Amended Budget
WATER DEPARTMENT			Increase/(Decrease)			
Transfer In	04-599-9100	Transfer In	\$ 601,572.00	\$ 601,572.00	\$ 900,000.00	\$ 1,501,572.00
			Transfer		\$ 900,000.00	
Appropriation	04-653-9201	Sul Ross Pressure Plane/Sky Way Gardens Project	\$ -	\$ -	\$ 900,000.00	\$ 900,000.00
			Appropriation		\$ 900,000.00	

Note:

2) Provide manpower to support completion of the lead and copper rule inventory (Federal requirement)

Department	Line - Item	Description	Original Budget	Amended Budget	Proposed Amendment	Amended Budget
WATER DEPARTMENT			Increase/(Decrease)			
Transfer In	04-599-9100	Transfer In	\$ 601,572.00	\$ 1,501,572.00	\$ 100,000.00	\$ 1,601,572.00
			Transfer		\$ 100,000.00	
Appropriation	04-653-0102	Salary/Project Based - Lead & Copper Rule Invento	\$ -	\$ -	\$ 78,000.00	\$ 78,000.00
	04-653-0201	Social Security	\$ 42,180.00	\$ 42,180.00	\$ 5,967.00	\$ 48,147.00
	04-653-0202	Insurance - Group	\$ 131,881.00	\$ 131,881.00	\$ 10,145.00	\$ 142,026.00
	04-653-0203	Retirement	\$ 12,099.00	\$ 12,099.00	\$ 3,900.00	\$ 15,999.00
	04-653-0204	Unemployment	\$ 1,524.00	\$ 1,524.00	\$ 231.00	\$ 1,755.00
	04-653-0205	Insurance Workmen's Comp	\$ 12,320.00	\$ 12,320.00	\$ 1,757.00	\$ 14,077.00
			Appropriation		\$ 100,000.00	

Note: Amended budget reflects request listed above.

CITY COUNCIL AGENDA ITEM REPORT

October 21, 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 the first and final reading of Ordinance 2025-10-02, amending the Fiscal Year 2025-2026 budget to appropriate funds for the street department to incorporate additional positions; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

The purpose of this item is to consider Ordinance 2025-10-02, amending the City of Alpine FY 2025–2026 Budget to reallocate funds within the Public Works Department to strengthen the Streets Division through the addition of operational staff.

Background

The FY 2025–2026 Budget included a vacant **Assistant Director of Public Works** position (Pay Grade 113) with an annual salary allocation of \$79,020. Following a review of operational needs, staff recommends eliminating this administrative position and reallocating the funds to frontline personnel in the Streets Division to meet increasing service demands.

Amendment Details

Exhibit A provides two staffing options for Council consideration.

- **Option 1:** Eliminate the Assistant Director of Public Works position and fund **two (2) Service Worker I positions** (Pay Grade 101). The net fiscal impact is an additional **\$13,310**.
- **Option 2:** Eliminate the Assistant Director of Public Works position and fund **three (3) Service Worker I positions** (Pay Grade 101). The net fiscal impact is an additional **\$59,475**.

Both options would decrease administrative staff from three to two positions and increase the Streets Division from five to seven or eight employees. This adjustment would improve the City's ability to perform street maintenance, seal coating, and other critical operational needs in-house.

Fiscal Impact

The amendment reflects necessary transfers and appropriations to account codes for salaries,

benefits, and insurance as detailed in Exhibit A. All adjustments are supported through reallocation of existing funds with modest increases to cover the additional positions.

Recommendation

Staff recommends approval of Ordinance 2025-10-02 and adoption of one of the staffing options outlined in Exhibit A to enhance the operational capacity of the Streets Division and provide more effective service delivery to the citizens of Alpine.

SUPPORTING MATERIALS

1. 2025-10-02 ORDINANCE 2025-2026 BUDGET AMENDMENT STREET DEPARTMENT SALARIES
2. Budget Amendment - 10.21.25 Exhibit A-Calderon
3. Budget Amendment - 10.21.25 Exhibit A-Calderon Supporting Document

BUDGET CONSIDERATIONS

Expenditure Required: \$13,310 (option 1) or \$59,475 (option 2)
Savings Anticipation: N/A
Current Budget FY 2025-2026: \$510,490.00
Additional Funding: N/A

APPROVERS

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

Approved - 10/14/2025
Final Approval - 10/14/2025

ORDINANCE 2025-10-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING THE CITY OF ALPINE FISCAL YEAR 2025-2026 BUDGET TO APPROPRIATE FUNDS FOR THE STREET DEPARTMENT TO INCORPORATE ADDITIONAL POSITIONS; PROVIDING FOR THE FOLLOWING CLAUSES: FINDINGS OF FACT, CUMULATIVE, PROPER NOTICE AND MEETING, AND EFFECTIVE DATE.

WHEREAS, the City Council of the City of Alpine, Texas, in the exercise of its legislative authority, finds it necessary to modify budgets, systems, processes, and fees that support the City's mission of providing quality services to the citizens of Alpine; and

WHEREAS, the City Council has determined that the FY 2025-2026 Budget should be amended to reflect updated revenues and expenses; and

WHEREAS, it is in the public interest to amend the FY 2025-2026 Budget to incorporate the updated revenues and expenditures as outlined in Exhibit "A."

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

**SECTION I
FINDINGS OF FACT**

All of the amendments set forth in Exhibit "A," attached hereto and incorporated herein, are hereby found to be true and accurate representations of the changes approved by the City Council of the City of Alpine to the FY 2025-2026 Budget.

**SECTION II
CUMULATIVE CLAUSE**

This ordinance shall be cumulative of all provisions of the City of Alpine, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which case the conflicting provisions are hereby repealed.

**SECTION III
SEVERABILITY CLAUSE**

It is hereby declared the intention of the City Council of the City of Alpine that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable. If any phrase, clause, sentence, paragraph, or section of this ordinance is declared unconstitutional or invalid by the valid judgment of a court of competent jurisdiction, such ruling shall not affect the validity of the remaining portions, which shall continue in full force and effect, as the City Council would have enacted them regardless of the invalid portion.

**SECTION IV
PROPER NOTICE AND MEETING**

It is hereby officially found and determined that the meeting at which this ordinance was adopted was open to the public and that proper notice of the time, place, and purpose of said meeting was given in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

**SECTION V
EFFECTIVE DATE**

This ordinance shall take effect immediately upon its passage and publication as required by state and local law.

PASSED, APPROVED, AND ADOPTED THIS 21ST DAY OF OCTOBER, 2025, BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

FIRST AND FINAL READING

OCTOBER 21, 2025

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

"Exhibit A"

FY 2025-2026 Budget Amendments

Requestor: Geoffrey Calderon, Interim City Manager

1) Option No. 1: Re-Align Streets Department Staffing to meet operations and service needs.

Department	Line - Item	Description	Original Budget	Amended Budget	Proposed Amendment	Amended Budget
PUBLIC WORKS - STREETS DEPARTMENT			Increase/(Decrease)			
Transfer	01-599-9100	Transfer In	\$ 438,415.00	\$ 448,415.00	\$ 13,310.00	\$ 461,725.00
			Transfer		\$ 13,310.00	
Appropriation	01-644-0101	Salaries	\$ 510,490.00	\$ 510,490.00	\$ 2,742.00	\$ 513,232.00
	01-644-0201	Social Security	\$ 41,349.00	\$ 41,349.00	\$ 210.00	
	01-644-0202	Insurance - Group	\$ 101,447.00	\$ 101,447.00	\$ 10,145.00	
	01-644-0203	Retirement	\$ 11,807.00	\$ 11,807.00	\$ 137.00	
	01-644-0204	Unemployment	\$ 1,404.00	\$ 1,404.00	\$ 7.00	
	01-644-0205	Insurance - Worker's Compensation	\$ 12,375.00	\$ 12,375.00	\$ 69.00	
			Appropriation		\$ 13,310.00	

Note: Eliminate Assistant Director of Public Works Position and add two (2) Streets Service Worker I positions

1) Option No. 2: Re-Align Streets Department Staffing to meet operations and service needs.

Department	Line - Item	Description	Original Budget	Amended Budget	Proposed Amendment	Amended Budget
PUBLIC WORKS - STREETS DEPARTMENT			Increase/(Decrease)			
Transfer	01-599-9100	Transfer In	\$ 438,415.00	\$ 448,415.00	\$ 59,475.00	\$ 507,890.00
			Transfer		\$ 59,475.00	
Appropriation	01-644-0101	Salaries	\$ 510,490.00	\$ 510,490.00	\$ 33,942.00	\$ 544,432.00
	01-644-0201	Social Security	\$ 41,349.00	\$ 41,349.00	\$ 2,597.00	
	01-644-0202	Insurance - Group	\$ 101,447.00	\$ 101,447.00	\$ 20,290.00	
	01-644-0203	Retirement	\$ 11,807.00	\$ 11,807.00	\$ 1,697.00	
	01-644-0204	Unemployment	\$ 1,404.00	\$ 1,404.00	\$ 100.00	
	01-644-0205	Insurance - Worker's Compensation	\$ 12,375.00	\$ 12,375.00	\$ 849.00	
			Appropriation		\$ 59,475.00	

Note: Eliminate Assistant Director of Public Works Position and add three (3) Streets Service Worker I positions

POSITION CODE	PAY GRADE	TERM F/P/S	OCCUPATION	FILLED VACANT	FUNDING SOURCE	ACCOUNT CODE
------------------	--------------	---------------	------------	------------------	-------------------	-----------------

PUBLIC WORKS

ADMINISTRATION: 3

115	Full	Director of Public Works	Filled	01-General Fund	01.644.0101
113	Full	Assistant Director of Public Works	Vacant	01-General Fund	01.644.0101
102	Full	Public Works Administrative Assistant	Filled	01-General Fund	01.644.0101

Eliminate Position

RECREATION: 1

102	Full	Recreation Coordinator	Vacant
-----	------	------------------------	--------

STREETS: 5

101	Full	Service Worker I	Filled	01-General Fund	01.644.0101
101	Full	Service Worker I	Filled	01-General Fund	01.644.0101
101	Full	Service Worker I	Filled	01-General Fund	01.644.0101
101	Full	Service Worker I	Vacant	01-General Fund	01.644.0101
102	Full	Service Worker II	Filled	01-General Fund	01.644.0101

Increase by 2 or 3

PARKS: 5

107	Full	Parks Foreman	Filled	01-General Fund	01-642-0101
101	Full	Service Worker I	Filled	01-General Fund	01-642-0101
101	Full	Service Worker I	Filled	01-General Fund	01-642-0101
101	Full	Service Worker I	Filled	01-General Fund	01-642-0101
102	Full	Service Worker II	Filled	01-General Fund	01-642-0101

BUILDINGS & VEHICLE MAINTENANCE: 2.5

107	Full	Lead Mechanic	Filled	01-General Fund	01.644.0101
105	Full	Mechanic & Maintenance Worker	Filled	01-General Fund	01.644.0101
101	Part	Custodian	Filled	01-General Fund	01.644.0101

- 1) Request to eliminate full time Assistant Director of Public Works position (pay grade 113)
- 2) Hire two or three additional Street Service Worker I (pay grade 101) employees to meet operation needs
- 3) This would decrease Administration to two full time employees; and increase Streets to 8 full time employees

Payroll Cost for Assistant Director of Public Works (ADPS) \$79,020

Payroll Cost for Street Service Worker I \$46,165

Total Cost for two additional Street Service Worker I positions (less salary for ADPS) \$13,310

Total Cost for three additional Street Service Worker I positions (less salary for ADPS) \$59,475

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 12C

Department: City Council

Sponsor: Robert Ruckes, Councilor

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

Staff Recommendation: Approve



AGENDA ITEM

Approve the first and final reading of Ordinance 2025-10-03, amending the Fiscal Year 2025-2026 budget to appropriate additional funding for the Alpine Emergency Services Board to support the Alpine Volunteer Fire Department; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

The purpose of this item is to consider Ordinance 2025-10-03, amending the FY 2025–2026 Budget to provide additional funding to the Alpine Emergency Services Board in support of the Alpine Volunteer Fire Department (AVFD).

Background

The City of Alpine currently contributes to the Alpine Emergency Services Board, which oversees funding allocations that support AVFD operations. To address ongoing equipment, training, and service needs, Council Member Rückes has requested a budget amendment to increase the City’s contribution for the current fiscal year.

Amendment Details

Exhibit A outlines the proposed budget changes.

- **Increase Transfer In** from the City’s Fire Department Assistance Reserves (committed funds held in the Texas Class Investment Account) by **\$10,000**.
- **Increase Appropriation** to the Alpine Emergency Services Board from **\$50,000 to \$60,000** for FY 2025–2026.

Fiscal Impact

The amendment is fully supported by reserves specifically designated for fire department assistance. No additional tax revenue or utility fees are required. This ensures the City continues to support critical emergency response capacity while maintaining fiscal responsibility.

Recommendation

Staff recommends approval of Ordinance 2025-10-03 to increase the City’s contribution to the

Alpine Emergency Services Board, providing necessary resources to sustain and enhance the operations of the Alpine Volunteer Fire Department.

SUPPORTING MATERIALS

1. 2025-10-03 ORDINANCE 2025-2026 BUDGET AMENDMENT AVFD
2. Budget Amendment - 10.21.25 Exhibit A-Ruckes

BUDGET CONSIDERATIONS

Expenditure Required: \$10,000
Savings Anticipation: N/A
Current Budget FY 2025-2026: \$50,000
Additional Funding: N/A

APPROVERS

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

Approved - 10/14/2025
Final Approval - 10/14/2025

ORDINANCE 2025-10-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING THE CITY OF ALPINE FISCAL YEAR 2025-2026 BUDGET TO APPROPRIATE ADDITIONAL FUNDING FOR THE ALPINE EMERGENCY SERVICES BOARD TO SUPPORT THE ALPINE VOLUNTEER FIRE DEPARTMENT; PROVIDING FOR THE FOLLOWING CLAUSES: FINDINGS OF FACT, CUMULATIVE, PROPER NOTICE AND MEETING, AND EFFECTIVE DATE.

WHEREAS, the City Council of the City of Alpine, Texas, in the exercise of its legislative authority, finds it necessary to modify budgets, systems, processes, and fees that support the City's mission of providing quality services to the citizens of Alpine; and

WHEREAS, the City Council has determined that the FY 2025-2026 Budget should be amended to reflect updated revenues and expenses; and

WHEREAS, it is in the public interest to amend the FY 2025-2026 Budget to incorporate the updated revenues and expenditures as outlined in Exhibit "A."

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

**SECTION I
FINDINGS OF FACT**

All of the amendments set forth in Exhibit "A," attached hereto and incorporated herein, are hereby found to be true and accurate representations of the changes approved by the City Council of the City of Alpine to the FY 2025-2026 Budget.

**SECTION II
CUMULATIVE CLAUSE**

This ordinance shall be cumulative of all provisions of the City of Alpine, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which case the conflicting provisions are hereby repealed.

**SECTION III
SEVERABILITY CLAUSE**

It is hereby declared the intention of the City Council of the City of Alpine that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable. If any phrase, clause, sentence, paragraph, or section of this ordinance is declared unconstitutional or invalid by the valid judgment of a court of competent jurisdiction, such ruling shall not affect the validity of the remaining portions, which shall continue in full force and effect, as the City Council would have enacted them regardless of the invalid portion.

**SECTION IV
PROPER NOTICE AND MEETING**

It is hereby officially found and determined that the meeting at which this ordinance was adopted was open to the public and that proper notice of the time, place, and purpose of said meeting was given in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION V

EFFECTIVE DATE

This ordinance shall take effect immediately upon its passage and publication as required by state and local law.

PASSED, APPROVED, AND ADOPTED THIS 21ST DAY OF OCTOBER, 2025, BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

FIRST AND FINAL READING

OCTOBER 21, 2025

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

"Exhibit A"

FY 2025-2026 Budget Amendments

Requestor: Council Member Rückes

1) Increase annual contribution to Fire Department/Alpine Emergency Services

Department	Line - Item	Description	Original Budget	Amended Budget	Proposed Amendment	Amended Budget
NON-DEPARTMENTAL					Increase/(Decrease)	
Transfer In	01-599-9100	Transfer In	\$ 438,415.00	\$ 438,415.00	\$ 10,000.00	\$ 448,415.00
					Revenue	\$ 10,000.00
Appropriation	01-620-2106	Alpine Emergency Services Board	\$ 50,000.00	\$ 50,000.00	\$ 10,000.00	\$ 60,000.00
					Appropriation	\$ 10,000.00

Note: Funds to be transferred in from Fire Department Assistance Reserves (Committed Funds) held in Texas Class Investment Account

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 12D

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 2025-10-14, a resolution amending Appendix B: Building Services Fees. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

The purpose of this item is to approve **Resolution 2025-10-14**, a resolution amending **Appendix B: Building Services Fees** of the Alpine Code of Ordinances.

Background

In 2022, the City Council adopted Ordinance 2022-12-01, which established a streamlined format for the City's Building Services fee schedule. That ordinance requires the Council to adopt an **annual resolution** updating Appendix B to ensure the fee structure remains current and equitable. The Council previously updated Appendix B by Resolution 2023-01-01 and Resolution 2024-08-04.

Key Changes in the 2025 Update

The proposed amendment updates multiple permit categories and fees across residential, commercial, trades, and miscellaneous development, with the intent to:

- Improve consistency across permit types.
- Adjust certain fees for cost recovery and administrative efficiency.
- Clarify inspection fees and standardize them at **\$100 per inspection**.
- Revise specific fee amounts for residential and commercial alterations, additions, and trade permits (mechanical, electrical, plumbing).
- Update miscellaneous development fees (e.g., driveway approaches, irrigation systems, accessory structures).
- Maintain certain exemptions, such as waivers for 501(c)(3) organizations and full-time City employees, subject to a nominal application fee.

Fiscal Impact

Adoption of the updated fee schedule will help ensure that permit and inspection fees align more closely with the City's actual costs of providing building services.

Recommendation

Staff recommends approval of Resolution 2025-10-14 to adopt the revised Appendix B: Building Services Fees and authorize implementation effective immediately.

SUPPORTING MATERIALS

1. 2025-10-14 Building Services Fees
2. EXHIBIT A - CHANGES TRACKED
3. APPENDIX B - CLEAN

BUDGET CONSIDERATIONS

Expenditure Required: N/A
Savings Anticipation: N/A
Current Budget FY 2025-2026: N/A
Additional Funding: N/A

APPROVERS

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

Approved - 10/14/2025
Final Approval - 10/14/2025

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

RESOLUTION 2025-10-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS
AMENDING APPENDIX B: BUILDING SERVICES FEES.**

WHEREAS, the City Council of the City of Alpine has cause in its legislative pursuit to modify systems, processes, and fees that enhance the City's mission of providing quality service to the citizens of Alpine; and

WHEREAS, the City Council passed Ordinance 2022-12-01, which established a streamlined fee structure that improved the readability of Building Services and permit fees; and

WHEREAS, pursuant to Ordinance 2022-12-01, the City Council shall pass an annual resolution updating the fee schedule in the Building Services Appendix; and

WHEREAS, the City Council previously reviewed and adopted Appendix B: Building Services Fees by Resolution 2024-08-04 and Resolution 2023-01-01; and

WHEREAS, the City Council has determined that the City and Citizens of Alpine will benefit from an updated fee schedule.

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

SECTION I. All of the premises attached in the form hereto described as Exhibit "A" are hereby found to be true and correct findings of the City Council of the City of Alpine.

SECTION II. The City Manager is hereby directed to implement the updated fees.

SECTION III. This resolution is effective upon its passage.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 21st DAY OF OCTOBER 2025 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

APPENDIX B: BUILDING SERVICES FEES		
SECTION		
	501(c)(3) Organizations	Building Permit Fees Waived, excluding a \$50.00 Application Fee. Will need verification of 501(c)(3) status.
	City of Alpine Full Time Employees actively employed	Permit Fees Waived, excluding a \$50.00 Application Fee. Will need verification of employment with current pay stub.
I.	PERMIT FEES FOR RESIDENTIAL AND COMMERCIAL	
	ALL PERMIT FEES DO NOT INCLUDE \$50.00 \$100.00 INSPECTION FEE(S)	
	NEW CONSTRUCTION	
	R-1 & R-2, R-4, all residential dwellings (detached one- and two family dwellings, townhomes not more than two stories in height), multi-family quadplex or triplex, cottage accessory dwelling units, and casitas	\$0.55/square foot total area under roof \$___ + \$50.00 Inspection Fee
	R-3 residential dwellings (apartments, condominiums, three and four family dwellings), multi-family quadplex or triplex,	\$0.30/square foot total area under roof
	New Commercial Building (C0, C-1, C-2, C1a)	\$700.00 Flat fee + \$.06 per sq/ft
	ALTERATIONS	
	R-1, & R-2, R-4, and all residential dwellings, (detached one- and two- family dwellings, townhomes, and cottage accessory dwelling units, casitas, townhomes and garages not more than two stories in height)	\$0.25/square foot total area of alteration
	R-3 residential dwellings (apartments, condominiums, three and four family dwellings), multi-family quadplex or triplex	\$0.20 \$1.00 /square foot total area of alteration
	Commercial Building (C0, C-1, C-2, C1a)	\$0.15/square foot total area of alteration
	ADDITIONS	
	R-1 & R-2 residential dwellings, (detached one- and two- family dwellings, cottage accessory dwelling units, and casitas, townhomes and garages. not more than two stories in height)	\$1.00/square foot total area of addition
	R-3 residential dwellings (apartments, condominiums, three and four family dwellings), multi-family quadplex or triplex	\$0.75 \$1.00 /square foot total area of addition
	Commercial Building (C0, C-1, C-2, C1a)	\$0.50/square foot total area of addition
	MISCELLANEOUS DEVELOPMENT FEES	
	Stand-Alone permits or permits not stated (foundation repair)	\$75.00 \$___ + \$50.00 Inspection Fee
	Driveway Approach	\$50.00 Inspection Fee
	Residential Pools	\$150.00 Flat Fee
	Carport (Detached/Non-Conforming)	\$50.00 Inspection Fee
	Residential Irrigation	\$150.00 (Includes Plan Review Fee) \$___ + \$50.00 Inspection Fee
	Accessory building permit	\$50.00 Inspection Fee
	Residential Fence	\$50.00 Inspection Fee
	Roofing Replacement/Repair	\$0.05/square foot- \$___ + \$50.00 Inspection Fee -

II.	OTHER INSPECTIONS AND FEES		
	ALL PERMIT FEES DO NOT INCLUDE \$100.00 INSPECTION FEE(S)		
	Electric Reconnect (outside inspection Only)		\$ + \$50.00 Inspection Fee only
	Gas Test Only		\$8.00 50.00 Inspection Fee only
	Certificate of Occupancy		\$50.00 \$100.00
	Inspections outside of normal business hours		\$50.00 \$100.00
	Work commencing before permit issuance	\$500.00	

	Reinspection Fee (Fee applied at discretion of Building Official)	\$80.00 100.00
--	---	---------------------------

	Permit Extension Fee	\$100.00
	Additional plan review required by changes, additions or revisions to plans	\$42.00 per hour
	Use of outside consultants for plan checking/inspections	Actual Cost
	Foundation permits or any partial permit	10% of building permit fee in addition to building permit fee
	Plan review fee	45% of building permit fee in addition to building permit fee
	Alpine ISD	25% of fees established in Appendix B; Section 1
	Lot drainage fee	\$50.00
	Automatic Fire Extinguisher systems Compressed Gases, Fire alarm detection systems and related equipment	3 rd Party testing and inspections required

~~Project valuation to be determined by the contract valuation or regional construction valuation whichever is greater. Permit valuations shall include all work required for a completed project, including profit, but need not include the value or cost of the land. Other methods for determining the project valuations for unique or unusual projects may be approved by the Building Official.~~

III.	TRADES PERMIT FEES			
	ALL PERMIT FEES DO NOT INCLUDE \$100.00 INSPECTION FEE(S)			
	All applications must include square footage of project in addition to all work conducted unless specific work is isolated to exterior work only			
	TYPE OF OCCUPANCY	BUILDING AREA SQ/FT	PERMIT FEES	AMOUNT DUE
	All residential, R-1, R-2 single family, duplex, townhouse, new construction, additions (per unit), multi-family quadplex or triplex, cottage accessory dwelling units, and casitas Total sq/ft under roof	1-749	\$50.00	\$ + \$50.00 Inspection Fee
		750-1,199	\$65.00 63.18	\$ + \$50.00 Inspection Fee
		1,200-1,500	\$75.00 76.48	\$ + \$50.00 Inspection Fee
		1,501-1,750	\$85.00 83.18	\$ + \$50.00 Inspection Fee
		1,751-2,000	\$90.00 90.13	\$ + \$50.00 Inspection Fee
		2,001-2,250	\$100.00 96.43	\$ + \$50.00 Inspection Fee
		2,251-3,000	\$105.00 103.08	\$ + \$50.00 Inspection Fee
		3,001-3,500	\$115.00 115.20	\$ + \$50.00 Inspection Fee
		3,501-4,000	\$120.00	\$ + \$50.00 Inspection Fee
		4,001+	\$140.00 137.18	\$ + \$50.00 Inspection Fee
	A,E,I,R-3, Hotels, apartments, drinking/dining, educational, assembly, institutional	1-500	\$50.00	\$ + \$50.00 Inspection Fee
		501-100,000	\$50.00 + \$0.035/sqft	\$ + \$50.00 Inspection Fee
		100,001-500,000	\$3,500 + \$0.03/sqft	\$ + \$50.00 Inspection Fee

		500,001+	\$15,000 + \$0.02/sqft	\$ + \$50.00 Inspection Fee
	B,F,H,M,S,U, Office retail, wholesale, garages, factories, workshops, service stations, warehouse	1-500	\$50.00	\$ + \$50.00 Inspection Fee
		501-50,000	\$50.00 + \$0.01/sqft	\$ + \$50.00 Inspection Fee
		50,001-100.00	\$182.00 + \$0.007/sqft	\$ + \$50.00 Inspection Fee
		100,001+	\$582.00 + \$0.003/sqft	\$ + \$50.00 Inspection Fee
		CONTRACT		
	Any Occupancy-Group finish-outs, shell completions, alterations, stand-alone permit contact valuation of work	Mechanical Mini Split/Air Handler - \$6.25 \$50.00 Condensing Unit (#tons _____) - \$6.25 \$50.00 Condensing Unit/Heat Pump - \$6.25 \$10.00 Indoor Condensing Unit - \$6.25 \$10.00	Walk-In-Freezer - \$6.25 \$50.00 Duct Outlet - \$20.00 Heat Pump - \$60.25 Refrigeration Unit (#tons _____) - \$60.25 Electric Heat Strips - \$60.25	\$ + \$50.00 Inspection Fee

		Cooling Coil - \$60.25 Gas Furnace, Gas - \$90.60 Wall Furnace, Gas - \$90.60 Unit Heater, Gas - \$90.60 Radiant Heater, Gas - \$90.60 Exhaust Fan, Commercial/Res - \$60.25 Curtain Fire Damper - \$20.00 Fire Damper - \$20.00 Condenser, No Compressor - \$60.25 Residential Dryer Exhaust Duct - \$60.25 Rooftop Unit, Electric ___ seer - \$15.85 Fan Coil Unit - \$60.25 Fan Powered Box - \$60.25 Type II Range Hood (Steam) - \$60.25 Chiller (# _____) - \$60.25 Absorption Unit (#tons _____) - \$60.25 Reach-In Cooler - \$60.25 Wall Mounted Unit - \$60.25 Gas Boiler, Steam - \$90.60 Make-Up Air - \$60.25	Electric Furnace - \$60.25 Floor Furnace, Gas - \$90.60 Unit Heater, Electric - \$60.25 Radiant Heater, Electric - \$60.25 Ventilation/Energy Recovery Unit Fan - \$60.25 Ceiling Fire Damper - \$20.00 Smoke/Fire Damper - \$20.00 Commercial Dryer Exhaust Duct - \$90.60 Rooftop Unit, Gas ___ seer - \$15.85 Variable Air Volume Unit - \$60.25 Type I Range Hood (Grease) - \$ 60.25 Fume Hood - \$60.25 Cooling Tower (#tons _____) - \$60.25 Walk-In Cooler - \$60.25 Icemaker (Split System) - \$ 60.25 Gas Boiler, Hot Water - \$90.60 Evaporative Cooler - \$60.25 Duct Heater, Gas - \$90.60 Hot Water Coil - \$60.25	
--	--	--	--	--

		Electrical General purpose outlets/equipment devices less than 1hp motor - \$16 50.00 Dedicated equipment/appliance outlets 20 amp and above - \$50.00 Motors:\$50.00 1-7.5 hp - \$2.15 7.6-25 hp - \$3.25 26-50 hp - \$8.10 Over 50 hp - \$10.80 Gear Items: Switchboards up to 4 handles - \$10.25 Switchboards each additional handle - \$1.60 Panelboards/Load centers - \$4.85 Xmfr 1-50 kva - \$4.30 Xmfr over 50 kva - \$9.70 Safe sw or cbrkr 30 amps & up - \$1.10 Miscellaneous Items: \$50.00 Underground work/100 linear ft - \$1.60 Outside overhead work/100 linear ft - \$1.60 Foundation/Concrete encased electrode \$1.60 Control/Low voltage Systems Over 50 volts - \$1.60	Light Fixture: \$50.00 HID Fixtures/Ceiling Fans - \$1.60 Flur. Fixtures & Ballast Retrofits - \$1.16 Sign Circuit - \$1.10 UPS/Generator (Emergency & Temporary)/Distributed Generation/Storage Batteries/Solar Panel (each): 1-5 kw - \$1.60 6-50 kw - \$3.25 51-300 kw - \$4.85 Over 301 kw - \$6.50 Temporary Wiring: Temporary Pole - \$5.00 \$25.00 Service Upgrade: \$100.00 Service Rating 0-200 amps - \$53.25 201-600 amps - \$56.50 601-1000 amps - \$58.65 1001-2500 amps - \$110.80 Over 2500 amps - \$112.50	\$___ + \$50.00 Inspection Fee
		Commercial/Industrial Repair - \$59.75		

[illegible]

<u>ZONING AND LAND USE</u>		
<u>Sign Permit</u>		<u>\$75.00</u>
<u>Short Term Rental Annual Permit and Renewal</u>		<u>\$250.00 Flat fee</u>
<u>Moving Permit</u>		<u>\$25.00 plus \$0.20 per square foot of the building to be moved.</u>
<u>Replat / Plat</u>		<u>\$500.00 Flat fee</u>
<u>Rezone</u>		<u>\$500.00 Flat fee</u>
<u>Special Use/ Conditional Use</u>		<u>\$500.00 Flat fee</u>
<u>Residential Flat Work (Driveways, Sidewalks, Curb Cuts)</u>		<u>\$50.00 Flat fee</u>

APPENDIX B: BUILDING SERVICES FEES		
SECTION		
	501(c)(3) Organizations	Building Permit Fees Waived, excluding a \$50.00 Application Fee. Will need verification of 501(c)(3) status.
	City of Alpine Full Time Employees actively employed	Permit Fees Waived, excluding a \$50.00 Application Fee. Will need verification of employment with current pay stub.
I.	PERMIT FEES FOR RESIDENTIAL AND COMMERCIAL	
	ALL PERMIT FEES DO NOT INCLUDE \$100.00 INSPECTION FEE(S)	
	NEW CONSTRUCTION	
	R-1 & R-2, R-4, all residential dwellings (detached one- and two family dwellings, townhomes, multi-family quadplex or triplex, cottage accessory dwelling units, and casitas	\$0.55/square foot total area under roof
	R-3 residential dwellings (apartments, condominiums, three and four family dwellings), multi-family quadplex or triplex,	\$0.30/square foot total area under roof
	New Commercial Building (C0, C-1, C-2, C1a)	\$700.00 Flat fee + \$.06 per sq/ft
	ALTERATIONS	
	R-1, R-2, R-4, and all residential dwellings, detached one- and two-family dwellings, townhomes, cottage accessory dwelling units, casitas, townhomes and garages	\$0.25/square foot total area of alteration
	R-3 residential dwellings (apartments, condominiums, three and four family dwellings), multi-family quadplex or triplex	\$0.20/square foot total area of alteration
	Commercial Building (C0, C-1, C-2, C1a)	\$0.15/square foot total area of alteration
	ADDITIONS	
	R-1 & R-2 residential dwellings, detached one- and two-family dwellings, cottage accessory dwelling units, casitas, townhomes and garages	\$1.00/square foot total area of addition
	R-3 residential dwellings (apartments, condominiums, three and four family dwellings), multi-family quadplex or triplex	\$0.75/square foot total area of addition
	Commercial Building (C0, C-1, C-2, C1a)	\$0.50/square foot total area of addition
	MISCELLANEOUS DEVELOPMENT FEES	
	Stand-Alone permits or permits not stated (foundation repair)	\$75.00
	Residential Pool	\$150.00
	Carport (Detached/Non-Conforming)	\$50.00
	Accessory building permit	\$50.00
	Residential Fence	\$50.00
	Roofing Replacement/Repair	\$0.05/square foot -
II.	OTHER INSPECTIONS AND FEES	
	ALL PERMIT FEES DO NOT INCLUDE \$100.00 INSPECTION FEE(S)	
	Electric Reconnect (outside inspection Only)	\$50.00 Inspection Fee only

	Gas Test Only	\$50.00 Inspection Fee only
	Certificate of Occupancy	\$100.00
	Inspections outside of normal business hours	\$100.00
	Work commencing before permit issuance	\$500.00
	Reinspection Fee (Fee applied at discretion of Building Official)	\$100.00

	Permit Extension Fee	\$100.00
	Additional plan review required by changes, additions or revisions to plans	\$42.00 per hour
	Use of outside consultants for plan checking/inspections	Actual Cost
	Plan review fee	45% of building permit fee in addition to building permit fee
	Alpine ISD	25% of fees established in Appendix B; Section 1
	Lot drainage fee	\$50.00
	Automatic Fire Extinguisher systems Compressed Gases, Fire alarm detection systems and related equipment	3 rd Party testing and inspections required

III.	TRADES PERMIT FEES ALL PERMIT FEES DO NOT INCLUDE \$100.00 INSPECTION FEE(S) All applications must include square footage of project in addition to all work conducted unless specific work is isolated to exterior work only	
-------------	---	--

	TYPE OF OCCUPANCY	BUILDING AREA SQ/FT	PERMIT FEES
	All residential, R-1, R-2 single family, duplex, townhouse, new construction, additions (per unit), multi-family quadplex or triplex, cottage accessory dwelling units, and casitas Total sq/ft under roof	1-749	\$50.00
		750-1,199	\$65.00
		1,200-1,500	\$75.00
		1,501-1,750	\$85.00
		1,751-2,000	\$90.00
		2,001-2,250	\$100.00
		2,251-3,000	\$105.00
		3,001-3,500	\$115.00
		3,501-4,000	\$120.00
		4,001+	\$140.00
	A,E,I,R-3, Hotels, apartments, drinking/dining, educational, assembly, institutional	1-500	\$50.00
		501-100,000	\$50.00 + \$0.035/sqft
		100,001-500,00	\$3,500 + \$0.03/sqft
		500,001+	\$15,000 + \$0.02/sqft
	B,F,H,M,S,U, Office retail, wholesale, garages, factories, workshops, service stations, warehouse	1-500	\$50.00
		501-50,000	\$50.00 + \$0.01/sqft
		50,001-100,00	\$182.00 + \$0.007/sqft
		100,001+	\$582.00 + \$0.003/sqft

		CONTRACT	
		Mechanical Mini Split/Air Handler - \$50.00 Condensing Unit (#tons) - \$50.00 Condensing Unit/Heat Pump - \$10.00 Indoor Condensing Unit - \$10.00	Walk-In-Freezer - \$50.00 Duct Outlet - \$20.00 Heat Pump - \$60.25 Refrigeration Unit (#tons) - \$60.25 Electric Heat Strips – \$60.25
		Cooling Coil - \$60.25 Gas Furnace, Gas - \$90.60 Wall Furnace, Gas - \$90.60 Unit Heater, Gas - \$90.60 Radiant Heater, Gas - \$90.60 Exhaust Fan, Commercial/Res - \$60.25 Curtain Fire Damper - \$20.00 Fire Damper - \$20.00 Condenser, No Compressor - \$60.25 Residential Dryer Exhaust Duct - \$60.25 Rooftop Unit, Electric _seer - \$15.85 Fan Coil Unit - \$60.25 Fan Powered Box - \$60.25 Type II Range Hood (Steam) - \$60.25 Chiller (#) - \$60.25 Absorption Unit (#tons) - \$60.25 Reach-In Cooler - \$60.25 Wall Mounted Unit - \$60.25 Gas Boiler, Steam - \$90.60 Make-Up Air - \$60.25	Electric Furnace – \$60.25 Floor Furnace, Gas - \$90.60 Unit Heater, Electric - \$60.25 Radiant Heater, Electric - \$60.25 Ventilation/Energy Recovery Unit Fan - \$60.25 Ceiling Fire Damper - \$20.00 Smoke/Fire Damper - \$20.00 Commercial Dryer Exhaust Duct - \$90.60 Rooftop Unit, Gas seer - \$15.85 Variable Air Volume Unit - \$60.25 Type I Range Hood (Grease) - \$ 60.25 Fume Hood - \$60.25 Cooling Tower (#tons) - \$60.25 Walk-In Cooler - \$60.25 Icemaker (Split System) - \$ 60.25 Gas Boiler, Hot Water – \$90.60 Evaporative Cooler - \$60.25 Duct Heater, Gas - \$90.60 Hot Water Coil - \$60.25
		Electrical General purpose outlets/equipment devices less than 1hp motor – \$50.00 Dedicated equipment/appliance outlets 20 amp and above - \$50.00 Motors: \$50.00 Gear Items: \$50.00 Miscellaneous Items: \$50.00 Underground work/100 linear ft – Outside overhead work/100 linear ft - Foundation/ Concrete encased electrode Control/Low voltage Systems Over 50 volts –	Light Fixture: \$50.00 HID Fixtures/Ceiling Fans - Flur. Fixtures & Ballast Retrofits - Sign Circuit – UPS/Generator (Emergency & Temporary)/ Distributed Generation/Storage Batteries/Solar Panel (each): \$10.00 Temporary Wiring: Temporary Pole - \$25.00 Service Upgrade: \$100.00

		Plumbing Water Heater Gas/Electric - \$8.00 Water Heater Vent - \$8.00 Water Softener - \$17.00 Plumbing Fixture (to include replacement of, water or drain lines, water tempering or tub/shower valves, expansion tank, PRV, etc.) - \$7.00 Roof Drains - \$7.00 Reverse Osmosis - \$7.00 Gas Related: 1-5 Terminations - \$10.00 Each additional Termination - \$3.00 Termination Extension - \$8.00 Replace Gas Line - \$8.00 Split Meter - \$8.00 Move Meter - \$8.00 Gas Conversion - \$8.00 Medical Gas: 1-5 Terminations - \$13.00 Each Additional Termination - \$3.00 (MRFPS) Residential Fire Sprinkler: Per Fixture/Head - \$7.00	Backflow Prevention Assemblies: Install or Replacement - \$15.00 Customer Service Inspection – \$8.00 Traps and Interceptors: 0-500 gal - \$12.00 501+ gal - \$17.00 Irrigation: Residential Irrigation - \$150.00 Commercial Irrigation - \$200.00 Plan Review - \$100.00 Water Supply Lines: 0-100 ft - \$50.00 101-250 ft - \$55.00 251-500 ft - \$60.00 501-1000 ft - \$75.00 1001-2000 ft - \$100.00 2001-3000 ft - \$125.00 Over 3001 ft+ - \$150.00 Additional \$25.00 for each 200 ft or part thereof over 3001 ft Sewer: 0-60 ft - \$50.00 61-150ft - \$60.00 151-300 ft - \$75.00 301-500 ft - \$90.00 501-750 ft - \$100.00 751-1000 ft - \$120.00 Over 1000 ft - \$150.00 Additional \$100.00 for each additional 100 ft or part thereof over 1000 ft Reclaimed Water/Drain Line: 1-4 Openings - \$40.00 Each Additional Opening - \$5.00

ZONING AND LAND USE	
Sign Permit	\$75.00
Short Term Rental Annual Permit and Renewal	\$250.00 Flat fee
Moving Permit	\$25.00 plus \$0.20 per square foot of the building to be moved.
Replat / Plat	\$500.00 Flat fee
Rezone	\$500.00 Flat fee
Special Use/ Conditional Use	\$500.00 Flat fee
Residential Flat Work (Driveways, Sidewalks, Curb Cuts)	\$50.00 Flat fee

CITY COUNCIL AGENDA ITEM REPORT

October 21, 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

Approve Resolution 2025-10-15, a resolution approving the extension of Hotel Occupancy Tax grant funding to the Museum of the Big Bend for Wayfinding signage into the 2025-2026 Fiscal Year. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

On July 18, 2024, the Hotel Occupancy Tax (HOT) Committee recommended funding a grant application from the Museum of the Big Bend in the amount of \$20,000 to establish wayfinding signage assisting visitors in locating the Museum on the Sul Ross State University campus. The City Council approved the request on August 20, 2024, for the FY 2024–2025 HOT grant program.

Due to a transition in leadership at the Museum, the project was not initiated within the 2024–2025 fiscal year. The Museum has since requested an extension of the project timeline into FY 2025–2026. The Interim City Manager/Director of Tourism and HOT Committee Chair reviewed the request and recommend approval, as the signage project will directly support tourism by improving visitor access and visibility of one of Alpine’s most significant cultural assets.

Recommendation:

Approval of the resolution extending the Museum of the Big Bend’s HOT grant funding of \$20,000 into the FY 2025–2026 budget year, under the same terms and conditions previously approved.

SUPPORTING MATERIALS

1. 2025-10-15 MOBB Wayfinding Extension to 2025-2026
2. 2024-08-24 HOT Grant Awards 2024-2025
3. 6-13-24 MOBB SIGNAGE

BUDGET CONSIDERATIONS

Expenditure Required: \$20,000

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

APPROVERS

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

Approved - 10/10/2025
Final Approval - 10/10/2025

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

RESOLUTION 2025-10-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS APPROVING THE EXTENSION OF HOTEL OCCUPANCY TAX GRANT FUNDING TO THE MUSEUM OF THE BIG BEND FOR WAYFINDING SIGNAGE INTO THE 2025-2026 FISCAL YEAR.

WHEREAS, on July 18, 2024, the City of Alpine Hotel Occupancy Tax (HOT) Committee recommended funding a grant application submitted by the Museum of the Big Bend to establish wayfinding signage to assist visitors in locating the Museum on the Sul Ross State University Campus, recognizing that the Museum's location is difficult for visitors to find; and

WHEREAS, on August 20, 2024, the City Council of the City of Alpine approved the request for HOT funding in the amount of Twenty Thousand Dollars (\$20,000.00) for the 2024-2025 Fiscal Year with the adoption of Resolution 2024-08-24; and

WHEREAS, due to a transition in leadership at the Museum, the Museum of the Big Bend was unable to take the necessary steps to complete the project within the 2024-2025 Fiscal Year; and

WHEREAS, the Museum of the Big Bend submitted a request to the Interim City Manager and Director of Tourism, who also serves as the HOT Committee Chair, for an extension of the approved project funding into the 2025-2026 Fiscal Year; and

WHEREAS, the Interim City Manager and Director of Tourism recommend granting the extension as the wayfinding signage represents a significant investment in promoting tourism to the Museum and guiding visitors along Alpine's main thoroughfares.

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

SECTION I. The City Council hereby approves the extension of the Museum of the Big Bend's HOT grant funding in the amount of Twenty Thousand Dollars (\$20,000.00) for the wayfinding signage project into the 2025-2026 Fiscal Year.

SECTION II. All other terms and conditions of the previously approved grant award shall remain in full force and effect.

SECTION III. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 21st DAY OF OCTOBER 2025 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

THE STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

RESOLUTION 2024-08-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS APPROVING THE RECOMMENDED HOTEL OCCUPANCY TAX GRANT AWARDS FROM THE HOTEL OCCUPANCY TAX COMMITTEE FOR THE FISCAL YEAR 2024-2025.

WHEREAS, the City Council of the City of Alpine seeks to promote tourism and development throughout the limits of the city through the efficient use of Hotel Occupancy Tax; and

WHEREAS, the City Council has cause in pursuit of their legislative duties to promote the participation of citizens and to receive formal input from them on a variety of issues; and

WHEREAS, the Hotel Occupancy Tax (HOT) Committee was established by the City Council on February 18, 2020, to make recommendations for annual awards of HOT Grants; and

WHEREAS, the HOT Committee has met and has made the official recommendation for the appropriation of Hotel Occupancy Tax grant funding for the Fiscal Year 2024-2025, which the City Council deems appropriate to accept.

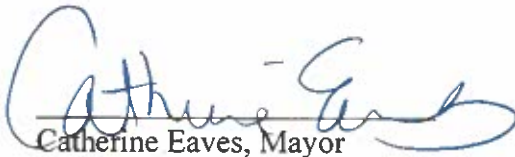
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS THAT:

SECTION 1. The official recommendation of the Hotel Occupancy Tax Committee is hereto attached as "Exhibit A."

SECTION 2. The City Council hereby approves of "Exhibit A" and awards Hotel Occupancy Tax grants to applicants as outlined therein.

SECTION 3. This resolution takes effect immediately upon its passage.

PASSED AND APPROVED THIS THE 20TH DAY OF AUGUST 2024 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.


Catherine Eaves, Mayor

ATTEST:


Geoffrey R. Calderon, City Secretary



EXHIBIT “A”

Recommendation from the City of Alpine Hotel Occupancy Tax (HOT) Committee to the Alpine City Council for the appropriation of HOT funds for the 2024-2025 Fiscal Year.

The Hotel Occupancy Tax Committee met on June 27, 2024, and July 18, 2024, to review all HOT grant applications that were received within the posted application window. The applicants and their proposals were considered according to the following criteria.

- Impact on overnight hotel stays
- Professionalism of application, soundness of business and promotional plan
- Capacity to host successful program or event
- Diversity of revenues (not relying solely on HOT funds for operations)
- Encouraging new events or activities
- Innovative programs

The Committee is enthusiastic about the proposed events and their contributions to the City and its community – especially their ability to encourage overnight visitation to Alpine – and recommends funding the following grants in the amounts listed below for a total of \$400,000.

1. Family Crisis Center of the Big Bend, Inc. – Cowboy Dance
Grant Total: \$2,600 (\$500 Advertising, \$2,100 Arts)
2. Sul Ross State University Rodeo
Grant Total: \$15,000 (Sporting Events)
3. Big Bend Ranch Rodeo
Grant Total: \$15,000 (Sporting Events)
4. Big Bend Bluegrass Association – Big Bend Bluegrass Festival
Grant Total: \$22,000 (\$10,000 Advertising, \$12,000 Arts)
5. Alpine’s Gallery Night, Inc. – ArtWalk
Grant Total: \$43,000 (\$25,000 Advertising, \$18,000 Arts)
6. Alpine’s Gallery Night, Inc. – Spirits of the West Wine & Beef Fest
Grant Total: \$24,000 (\$16,000 Advertising, \$8,000 Arts)
7. Guitar in the Big Bend
Grant Total: \$9,500 (\$6,500 Advertising, \$3,000 Arts)
8. Museum of the Big Bend
Grant Total: \$25,000 (Advertising)
9. Museum of the Big Bend – Trappings of Texas
Grant Total: \$20,000 (Advertising)
10. Museum of the Big Bend – Signage
Grant Total: \$20,000 (Historical)

11. Alpine Historical Association – Christmas Events
Grant Total: \$10,500 (\$5,000 Advertising, \$2,500 Arts, \$2,500 Historical, \$500 Transportation)
12. Alpine Independent School District – AHS Alumni Events
Grant Total: \$10,000 (\$4,000 Advertising, \$6,000 Sporting Events)
13. Alpine Independent School District – Kokernot Field
Grant Total: \$30,000 (Historical)
NOTE: The HOT Committee recommends that the Alpine City Council undertake a separate review of AISD's request for HOT support for new dark sky friendly lighting at Kokernot Field as plans for the project develop and additional funding sources are identified.
14. Alpine Community Projects – Alpine's 4th of July Celebration
Grant Total: \$6,000 (\$4,000 Advertising, \$2,000 Arts)
15. Big Bend Community Baseball & Softball, Inc. – Alpine Cowboys Baseball
Grant Total: \$30,000 (\$12,000 Advertising, \$8,000 Historic, \$10,000 Sporting Events)
16. Viva Big Bend
Grant Total: \$33,000 (\$19,000 Advertising, \$13,000 Arts, \$1,000 Transportation)
17. Nadine Mannhart – TXTour90
Grant Total: \$1,000 (Arts)
18. The Magical Warehouse – Alpine Comic Con
Grant Total: \$6,000 (\$2,000 Advertising, \$4,000 Arts)
19. Center for Big Bend Studies – Annual Conference
Grant Total: \$7,000 (\$3,000 Advertising, \$4,000 Historical)
20. The Ritchey – Back Deck for Upstairs Ritchey Concert Hall
Grant Total: \$20,500 (Historical)
21. Lone Star Cowboy Poetry Gathering
Grant Total: \$49,900 (\$400 Civic Center Use, \$30,000 Advertising, \$16,000 Arts, \$1,500 Sporting Events, \$2,000 Transportation)
22. Theatre of the Big Bend – Kokernot Outdoor Theatre
Grant Total: \$20,000 (Advertising)

THIS PAGE INTENTIONALLY LEFT BLANK

HOTEL OCCUPANCY TAX GRANT APPLICATION

RECEIVED
City of Alpine, Texas

Date: 6/12/2024Name of Organization: Museum of the Big Bend

JUN 13 2024 11:45 am

Address: 400 N. Harrison Street, Box C-101

OFFICE OF THE CITY SECRETARY

City, State, Zip: Alpine, Texas 79832BY: Contact Name: Rebekah AntrosioContact Email Address: Rebekah.Antrosio@sulross.eduContact Phone Number: 432-837-8143Web Site Address for Event or Sponsoring Entity: www.museumofthebigbend.comIs your organization: Non-Profit: X Private/For Profit: _____Tax ID#: 74-6000027 Entity's Creation Date: 1925Name of Event or Project: Museum of the Big BendDate of Event or Project: 10/01/2024 - 9/30/2025Primary Location of Event or Project: Museum of the Big BendAmount Requested: \$25,000How will the funds be used: To install permanent wayfinding signs to direct visitorsand tourists to the Museum of the Big Bend

Brief Description of Funded Activity/Facility: The Museum of the Big Bend is enjoying increased publicity and promotion due to the opening of the new Emmett and Miriam McCoy building,

national awards and world-class exhibits. Due to the location in the back of the Sul Ross campus,

visitors often have trouble finding the museum. The funds would be used to install signage on the

main thoroughfares in Alpine to direct visitors and tourists to the Museum of the Big Bend.

Percentage of Hotel Tax Support of Related Costs:

25% Percentage of Total Event Costs covered by Hotel Occupancy Tax

The following categories will be funded through this process. Check which categories apply to your funding request and the amount requested under each category:

☐ 1. **Civic Center Rental:** use of civic center facility; \$ _____

☐ 3. **Advertising, Solicitations and Promotions:** funds should primarily be spent on direct advertising costs; production expenses should not exceed 15%; \$ _____

☐ 4. **Promotion of the Arts:** encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to presentation, performance, execution, and exhibition of these major art forms; \$ _____

☐ 5. **Historical Restoration and Preservation Activities:** historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional program to encourage tourists and convention delegates to visit preserved historic sites and museums; \$ _____

☐ 6. **Sporting Event Expenses:** expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity: \$ _____

How many individuals are expected to participate? _____

How many of the participants are expected to be from another city or county? _____

How many of the participants are expected to use Alpine hotels, motels or bed & breakfasts? _____

☐ 7. **Transportation:** cost of providing free transportation services that *start or end at hotel* or convention center or attraction offered to hotel guest at no charge: \$ _____

x 8. **Signage:** permanent signage that directs the public to sights and attractions frequently visited by hotel guests. \$25,000

Questions for All Funding Requests:

How many years have you held this Event or Project: 80+ years

Expected Attendance: 16,000+

How many people attending the Event or Project will use Alpine hotels, motels or bed & breakfasts: The majority of museum visitors stay at least one night in Alpine

How many nights will they stay: On average, one night stay

Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: N/A

How will you measure the impact of your event on area hotel activity? Impact will be
measured by registrant's information in the MoBB Guest Register Book

Please list other organizations, sponsors, government entities and grants that have offered financial support to your project: Sul Ross State University supports all endeavors by the MoBB;
have received private donations to support publicity for the MoBB

Please check all promotional efforts your organization is coordinating and the amount financially committed to each media outlet:

- ☐ Total Paid Advertising: \$ _____
- ☐ Newspaper \$ _____ ☐ Radio \$ _____ ☐ TV \$ _____
- ☐ Press Releases to Media \$ _____
- ☐ Direct Mailing to out of town recipients \$ _____
- ☐ Digital or Social Media \$ _____ ☒ Other \$ 25,000

What cities/regions/demographics do you reach with your advertising and promotions?

We have visitors from all 50 states plus many foreign countries

Demographics: 5 - 80 year olds

What estimated number of individuals will your proposed marketing reach who are located in another city or county? 100,000 +

REQUIRED ATTACHMENTS (*applications cannot be considered without all of the following!*)

- Total event budget including HOT funds (sample budget format available)
- Proposed Marketing Plan for Funded Event
- Schedule of Activities or Events Relating to the Funded Project
- Estimated attendance and economic impact (primarily hotel stays) from prior event
- Surveys and tabulations from prior event – *if available*
- Event/Program Permit Application – *if applicable*

Event Name
Museum of the Big Bend

Fiscal Year
2024-2025

Revenue	Amount
Retained Revenue	\$ -
Sponsorships and Donations	
Ticket sales	\$ -
Booth sales	\$ -
Beverage Sales	\$ -
Food Sales	\$ -
Merchandise Sales	\$ -
Other	\$ -
Total	

Event Expenses	Cost
Civic Center Rental	\$ -
Advertising	\$ -
Arts	\$ -
Restoration or Preservation	\$ -
Sporting Event	\$ -
Transportation	\$ -
Labor	
Supplies	
Equipment	\$ -
Sanitation	\$ -
Utilities	\$ -
Beverages	\$ -
Food	
Merchandise	\$ -
Security	\$ -
Closing of Street/Barricades	\$ -
Lighting	
Police Escort	\$ -
Trash Receptacles/Disposal	\$ -
Utilities	\$ -
Labor	\$ -
Signage	\$ 25,000.00
Total	\$ 25,000.00

Support Requested: HOT Funds

Category	Cost	Description
Civic Center Rental	\$ -	
Advertising	\$ -	
Arts	\$ -	
Restoration or Preservation	\$ -	
Sporting Event	\$ -	
Transportation	\$ -	
Total HOT fund request	\$ -	

Support Requested: In-Kind by CoA Employees/Equipment

Closing of Street/Barricades	\$ -	
Police Escort	\$ -	
Trash receptacles	\$ -	
Utilities	\$ -	
Labor	\$ -	
Other	\$ -	
	\$ -	
Total In-Kind request	\$ -	

Summary	
Total Event Expenses	
Event Revenue	
HOT Fund Total	\$ 25,000.00
In-Kind Total	\$ -
Total Revenue	\$ 25,000.00

% of HOT Funds to Total Event Expenses (TEE)	25%
% of In-Kind to TEE	0%
Total % of HOT & In-Kind to TEE	25%

2024/2025 Proposed Signage Marketing Plan for the Museum of the Big Bend:

1. Establish permanent wayfinding signage on the main thoroughfares coming into Alpine.
2. Establish permanent wayfinding signage leading to SRSU Entrance 4 on North Harrison Street.
3. Establish permanent signage in the gateway cities to the Big Bend: Van Horn and Fort Stockton.
4. Establish permanent signage in the other regional towns of the Big Bend: Fort Davis, Marathon, Marfa and Fort Stockton.

MoBB HOT Fund

Surveys and Tabulations from Prior Events:

Surveys and tabulations for the Museum of the Big Bend are acquired from the Museum of the Big Bend Guest Register. The majority of registrants indicated that have spent at least one night in an Alpine hotel.

2023/2024

Visitation from September 1, 2023 to June 1, 2024: 11,625

2022/2023

*Total Visitation: 11,947

2021

*Total Visitation 11,193

2020

*Total Annual Visitation: 13,000+

**Please note: the MoBB was closed from March 14-July 13, 2020 due to Covid 19.*

Event/Program Permit Application

Not required for this event.

2024/2025 Museum of the Big Bend Exhibit and Event Schedule

Fall Exhibit: *38th Trappings of Texas*

September 12 – October 26, 2024

September 12 - 14 – Trappings of Texas Opening Weekend

Bringing the best of contemporary Western art and custom cowboy gear together under one roof in the ranching country of Big Bend. A Do Not Miss Event!

Opening Weekend September 12 – 14, 2024

September 12 - Preview Party at the Museum of the Big Bend, 5-8 pm.

September 13 - Trappings of Texas presentations and demonstrations at the Museum of the Big Bend, 11 am-3 pm and Opening Reception, Exhibit and Sale 6-9 pm.

September 14 - Trappings of Texas presentations and demonstrations at the Museum of the Big Bend, 11 am-3 pm. Ranch Roundup Party on a private ranch starting at 5 pm - a once in a lifetime experience!

Texas Farm Bureau Young Farmers Mixer – September 5, 2024

Highland Lakes Master Naturalists Tour – September 24, 2024

Tom Lea Celebration Event and Book Signing – October 12, 2024

Road Scholars Tour – October 16, 2024

SRSU Homecoming Mixer – October 18, 2024

Road Scholars Tour – October 23, 2024

Road Scholars Tour – November 6, 2024

Airstream Caravan Tour – November 7, 2024

Contemporary Mexican American Art Show

November 15, 2024 – February 15, 2025

Opening Reception and Weekend of Events: November 15 - 16, 2024

Featuring works by Adrian Aguirre, Antonio Castor Jr. Gaspar Enriquez, Elisa Jimenez and the late Luis Jimenez, this contemporary exhibit will include powerful imagery, sculptures and textile art. Additionally there will be live weaving demonstration. This exhibit will explore themes such as religion, terrorism, dreams, time, immigration and life in the border region. Produced in conjunction with Russell Tether and on loan from both museum and private collections.

Big Bend Amateur Radio Club 50th Anniversary Celebration – December 3, 2024

Powers/Gonzalez Welcome Party and Wedding Ceremony – December 6 – 7, 2024

WTNB Christmas Party – December 20, 2024

Classical Guitar Weekend

February 7 – 9, 2025

The Museum will host a classical guitar concert in the Cultural Events Center.

Lone Star Poetry Gathering

February 21 – 22, 2025

The Museum will host poetry sessions and breakout events in the Cultural Events Center and the Education Room.

Bob Stuth-Wade Exhibit

March 7 – May 31, 2025

Opening Reception and Weekend of Events: March 7 – 8, 2025

The Museum of the Big Bend will curate an exhibit of Bob Stuth-Wade's landscape paintings with a focus on works from the Big Bend.

BOB STUTH-WADE (American b. 1952) Bob Stuth-Wade was born in 1952 in Norfolk, Virginia, although he later relocated to Texas. Known for his still life and landscape paintings, he took much of his influence from Perry Nichols and Mary Sloan, with whom he studied in his early years. Stuth-Wade relies primarily on oils to depict naturalist representations of the Texas landscape. Often painting en plein air, he strives to capture the unique environment of the Lone Star State.

Finding the Light: Photography by Jim Bones

June 20 – August 30, 2025

Opening Reception and Weekend of Events: June 20 – 21, 2025

The Museum of the Big Bend will exhibit a collection of works by Jim Bones curated and on loan from the Witliff Collections at Texas State University.

"My work is devoted to reaching into people's hearts through the beauty of Nature and showing them we and the Earth are one." – Jim Bones (1943-2023)

This exhibition showcases recently acquired works of Texas and New Mexico by the late artist, made possible through funds donated by the Friends of Jim Bones Campaign, 2022. With more than 260 prints, The Wittliff Collections has now become the prime repository of the art.

Born in Monroe, Louisiana, Jim Bones enrolled in the University of Texas to study Aerospace Engineering. As the son of an Air Force officer, Bones had a particular interest in defense systems. While working at Vandenberg Air Force Base in California, he found a cone-shaped fossil and realized that its shape mirrored the nuclear warheads he was working on. This moment served as a personal awakening for Bones: this fossil had survived for thousands of years, whereas he was developing technologies that could destroy all life in the fraction of a second. Bones changed his course of study to Geology and took numerous photographs in this pursuit. His images caught the attention of Russell Lee—the renowned photographer then teaching at UT—who invited Bones to become his teaching assistant, and Bones once again changed his major, this time to Fine Arts.

In 1965, Bones began working with a 4X5 inch camera and color film. From 1975 to 1978 he worked in Santa Fe as a printing assistant to Eliot Porter, a photographer widely respected for his large-format color landscapes. The influence of Porter's images, combined with Bones' deep understanding and love of the geology of the land, gave Bones a unique approach to photographing landscapes throughout the Western Hemisphere.

Museum of the Big Bend 2023/2024 HOT Funding Proposal

The Museum of the Big Bend is requesting \$25,000 for the fiscal year 2023/2024 to install wayfinding signage to direct tourists and visitors to the Museum of the Big Bend.

The Museum was recognized in USA Today as the #1 Best Small Town Museum and the Travel Texas awards as the Best Museum in the small market category for the 4th year in a row. Since opening the new Emmett and Miriam McCoy building showcasing innovative architecture and world-class exhibits, foot traffic has increased by 20%. The museum is a big draw to visitors to the Big Bend region and makes an overnight stay in Alpine a must for tourists.

The new Cultural Events Center is drawing many more overnight visitors to the City of Alpine. With an expanded tour program, the museum draws large bus groups who stay at the hotels. Additionally with private events such as conferences and weddings, the Museum is attracting visitors for weekend stays.

From June 2023 to June 2024 the museum hosted 94 separate events. These events included tours, educational programs, opening receptions, weddings, memorial services, conferences, graduation parties, SRSU events, fundraisers, films and musical performances. Many of these events drew visitors from out of town who stayed overnight in Alpine.

With the addition of wayfinding signage, the museum would attract more visitors to both the museum and Alpine. Helping our tourists find one of Alpine's popular attraction would reap enormous benefits to the entire Big Bend region and encourage visitors to make an overnight stop in Alpine.

During the period of June 2023 - June 2024 visitation to the Museum was 17,000+.

Visitors were from *all 50 states* plus Washington, DC and the countries of Austria, Australia, the Bahamas, Belgium, Canada, Finland, France, Germany, Italy, Korea, Mexico, the Netherlands, Poland, Russia, South Africa, Switzerland, Uganda, and the UK.

The Museum generated approximately \$77,250 in admission fees. This revenue funds the salary and benefits for the Office and Gift Shop Coordinator and part of the salary and benefits for the Curator of Temporary Exhibits and Events.

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 12F

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 a Facility Use Agreement between the City and the Alpine Emergency Services Board for the use of a regional fire fighting training facility on City property pursuant to Resolution 2025-09-04. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

The purpose of this item is to consider approval of a Facility Use Agreement between the City of Alpine and the Alpine Emergency Services Board (AESB) for the use of the regional fire fighting training facility (“burn house”) located on City property near the Wastewater Treatment Plant. This agreement is authorized under **Resolution 2025-09-04** and supports the City’s ongoing commitment to enhance fire and emergency response training.

Background

The Alpine Emergency Services Board and the Alpine Volunteer Fire Department identified the need for a dedicated training facility to improve preparedness, safety, and interagency coordination. In September 2025, the City Council authorized negotiation of a facility use agreement. AESB subsequently reviewed and unanimously approved the proposed agreement without changes at its October 9, 2025 meeting.

Key Agreement Provisions

- **License to Use Facility:** The AESB is granted a non-exclusive license to use the City-owned burn house and property for fire and emergency services training.
- **Term:** Five years beginning October 7, 2025, with automatic one-year renewals unless terminated by either party.
- **Consideration:** In-kind services through training coordination and delivery for the Alpine Volunteer Fire Department, which provides fire and emergency services to the City.
- **Facility Maintenance:** AESB will maintain the facility in a clean and usable condition, schedule and coordinate training, and obtain insurance coverage for its activities. Repairs or improvements exceeding \$5,000 require City approval.

- **Risk & Liability:** AESB acknowledges inherent risks of training activities and assumes liability for its operations, indemnifying and holding the City harmless from claims arising from its use.

Fiscal Impact

No direct financial expenditure by the City is required. The City benefits through enhanced training for AVFD and regional responders, while AESB assumes responsibility for coordinating training and facility upkeep.

Recommendation

Staff recommends approval of the Facility Use Agreement to formalize AESB's use of the fire training facility, further strengthening local and regional fire protection and emergency response capacity.

SUPPORTING MATERIALS

1. 20250902_Alpine Facility Use Agreement_v2_CT
2. 2025-09-04 Alpine ESB Collaborative Efforts

BUDGET CONSIDERATIONS

Expenditure Required: N/A
Savings Anticipation: N/A
Current Budget FY 2025-2026: N/A
Additional Funding: N/A

APPROVERS

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

Approved - 10/14/2025
Final Approval - 10/14/2025

**CITY OF ALPINE
FIRE TRAINING FACILITY USE AGREEMENT**

This Facilities Use Agreement (the “Agreement”) is entered into on this ____ day of _____ (the “Effective Date”) between the City of Alpine, a home-rule municipality (herein called “City”) and the Alpine Emergency Services Board, (herein called “the Board”), each referred to as a “Party” and collectively as the “Parties.”

Recitals

WHEREAS, Article II of the City’s Charter authorizes the City to control its property as its interest may require; and

WHEREAS, the City Council recognizes the need for ongoing training for firefighting and emergency services personnel; and

WHEREAS, Resolution No. 2025-09-04 permits the City to enter into a written contract agreement with the Board for use of the fire training facility (burn house) and real property located near the Alpine Waste Water Treatment Plant for firefighting and emergency services training.

NOW, THEREFORE in consideration of the foregoing premises and mutual covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT:

1. **Incorporation of Recitals:** The recitals are hereby accepted as true and are incorporated and adopted as part of this Agreement.
2. **Purpose:** The Board is granted a non-exclusive license to the City owned fire training facility (burn house) and property (“the Facility”) for purposes of accessing and using the Facility for firefighting and emergency services training.
3. **Term:** The term of this Agreement shall be for five years, commencing on October 7, 2025. The Agreement shall automatically renew for an additional one-year term unless terminated by either Party.
4. **Consideration:** As consideration for this Agreement, the Board agrees to provide in kind services by scheduling, coordinating and providing training opportunities for the Alpine Volunteer Fire Department, which provides firefighting and other emergency services to the City.
5. **Repairs to City Facilities:** Any repairs, renovations or improvements to the Facility over \$5,000, requires City approval prior to the start of repairs, renovations or improvements.
6. **Terms and Conditions:**

- A. Facility usage and training exercises will be scheduled by the Board.
 - B. The Board may establish Facility Rules that are reasonably necessary for conducting training operations.
 - C. The Board is responsible for ensuring that the Facility is kept in good working order for use as a training facility and shall maintain the Facility in a neat and clean condition when not being actively used for training purposes.
 - D. The Board shall maintain a communication network with the City through the designated Board officer, however titled, for facility requests or needs.
 - E. Provide insurance coverage at its own expense for any of its personnel or equipment.
7. **Termination:** The Agreement may be terminated by either Party if it is determined by the Parties that the use and access provided in this Agreement are no longer needed.
8. **Acknowledgement by Board:** THE BOARD ACKNOWLEDGES THAT ITS ACTIVITIES AND ITS INTENDED USE OF CITY FACILITIES CARRY INHERENT RISKS AND MAY RESULT IN INJURY TO PERSONS AND LOSS OR DAMAGE TO PROPERTY. THE BOARD SHALL INSPECT THE FACILITY PRIOR TO ANY USE AND ASSUMES ANY DAMAGE OR LOSS ARISING FROM THE BOARD'S NEGLIGENCE OR OTHER FAULT. THE BOARD SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, INJURIES, AND LOSSES IN ANY WAY ARISING FROM THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE BOARD.
9. **Limitations of Liability:** Under no circumstances will the City be liable for any claim, loss, damage, or injury, whether to persons or property, in connection with the use of the Facility or in any way arising from this Agreement. The Board's sole remedy in the event of any breach of this Agreement by the City is a cancellation of this Agreement.
10. **Contact Information:** The following person is designated as the Board's contact person, who is to serve as the Board's primary point of contact and to receive all notices under this Agreement. This contact person or information may be changed by the Board by written notice to the City.
- Name:
Phone:
Email:
Address:
11. **Agreement Approval:** The person executing this Agreement on behalf of the Board, or representing themselves as such, warrants they are fully authorized by the Board to execute

the Agreement and the Board will comply with and uphold all terms and provisions contained herein.

12. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision shall be struck from the Agreement and all other provisions shall remain in full force and effect, or the invalid or unenforceable provisions shall be amended to be enforceable and valid and to reflect the original intent of the Parties to the extent possible.
13. **Waiver:** Failure by either Party to remedy any breach shall not constitute a waiver of that right at the time of the breach or in the future. A waiver by either Party of any one right shall not be deemed to be a waiver or any other right. Rights may only be waived in writing or as waived herein.
14. **Jurisdiction and Venue:** This Agreement shall be subject to and interpreted in accordance with the laws of Texas. Venue shall be proper only in a court sitting in Brewster County, Texas.
15. **Entire Agreement.** This Agreement constitutes the complete understanding between the Parties regarding the subject-matter hereof and revokes any and all prior written or oral representations, agreements, understandings, and other communications upon such subjects.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date indicated below.

ALPINE EMERGENCY SERVICES BOARD

By: _____
Name: _____
Title: Board Chair
Date: _____

ATTEST:

By: _____
Name: _____
Title: Board Secretary
Date: _____

CITY OF ALPINE

By: _____
Catherine Eaves, Mayor
Date: _____

ATTEST:

By: _____
Geo Calderon, City Secretary
Date: _____

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.

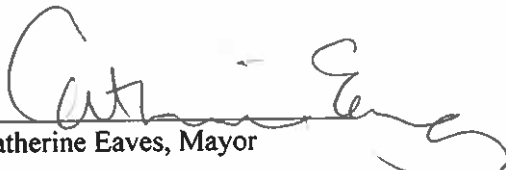
SECTION 5. The Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Council hereby incorporates such recitals as part of this Resolution.

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

October 21, 2025

Agenda Item No. 12G

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 a Municipal Advisory Agreement between the City of Alpine and the Government Capital for services at the City's Municipal Advisor. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

The purpose of this item is to approve a **Municipal Advisory Agreement** between the City of Alpine and **Government Capital Securities Corporation (GCSC)** to provide professional financial advisory services to the City.

Background

The City Council discussed this item on **October 7, 2025** and directed staff to bring it back for official consideration on October 21, 2025. With multiple major water and wastewater infrastructure projects under review, including those addressed in the scheduled Water and Wastewater Workshops, the City requires specialized financial expertise to evaluate funding strategies, ensure regulatory compliance, and protect the City's financial interests.

Scope of Services

Under the agreement, GCSC will:

- Advise on structuring debt issuances and selecting bond counsel and other professionals.
- Provide guidance on disclosures, rating agency coordination, market monitoring, and bid reviews.
- Evaluate alternative financing methods, including bank loans, private placements, and state/federal programs such as Texas Water Development Board (TWDB) and USDA.
- Support long-term financial planning by analyzing affordability and rate impacts of capital investments.

Key Terms

- **Compensation:** Transaction-based fees (e.g., \$15,000 for issuances up to \$1 million, with scaled pricing for larger transactions). Additional modest fees may apply for services such as continuing disclosure filings.
- **Term:** One-year agreement with automatic annual renewals; either party may terminate with 30 days' notice.
- **Fiduciary Duty:** As a registered Municipal Advisor with the SEC and MSRB, GCSC is legally obligated to act in the City's best interest, with full disclosure of conflicts and accurate, transparent guidance.

Fiscal Impact

No immediate expenditure is required. Advisory fees will apply only when the City undertakes financing transactions.

Recommendation

Staff recommends approval of the Municipal Advisory Agreement with Government Capital Securities Corporation to ensure the City has access to experienced financial advisory services as it evaluates funding options for critical infrastructure projects.

SUPPORTING MATERIALS

1. GCSC MA Agreement- City of Alpine (Sept. 2025)

BUDGET CONSIDERATIONS

Expenditure Required: N/A
 Savings Anticipation: N/A
 Current Budget FY 2025-2026: N/A
 Additional Funding: N/A

APPROVERS

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

Approved - 10/14/2025
 Final Approval - 10/14/2025



MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement is agreed upon this the _____ day of _____, 2025 by and between the CITY OF ALPINE (the “Client”) and GOVERNMENT CAPITAL SECURITIES CORPORATION (“GCSC”).

WHEREAS, the Client periodically desires to issue debt securities or related indebtedness (“Securities”) and is in need of advice on such issuances;

WHEREAS, GCSC has advised a variety of governmental entities and maintains expertise in that area; and will have a fiduciary responsibility to the Client and

WHEREAS, the Client and GCSC desire to establish a relationship, which is terminable as provided herein, pursuant to which GCSC will advise the Client on the issuance of Securities, as well as provide advice pertaining to the structuring and sale of the Securities and other matters.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions referenced and exchanged herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. Scope of Municipal Advisory Activities to be Performed. GCSC shall serve as the Client’s Municipal Advisor for the issuance of the Client’s Securities. Such advice can include, as applicable to the Securities to be issued, the following:

Assist in the selection of bond counsel and any other professional services entity in connection with the issuance of the Securities.

Advise as to the obligation structure, considering such factors as, terms, features, maturity amounts and dates, coupon rates, call features, reserve requirements, administrative costs, security features, credit enhancements, and other pertinent factors, and make recommendations to the Client with respect to the appropriateness and adequacy of the obligation structure and features.

Advise the Client generally on alternative financing and loan practices, structures, and programs.

Confer with bond and tax counsel concerning all necessary legal documents and proceedings and obtain their opinion relative to the compliance with limitations and constraints of federal tax regulations applicable to tax-exempt obligations.

Assist in the preparation of preliminary and final official statements, if requested.

Arrange for the purchase of escrow securities, if applicable.

Select a paying agent or trustee, as required, or an escrow agent to hold the escrow securities and make payments on bonds refunded, if applicable.

Meet with the Client and personnel to assist in explaining the Client’s Securities, if requested.

Advise the Client of the prevailing bond market conditions and recommend the timing of any public sale or private placement of Securities.

Coordinate the preparation of materials for submission to rating agencies for municipal bond rating.

Attend the bond sale, review the bids received and provide recommendations to the Client and its governing board as to acceptance of a bid; and, if applicable, structure the refunding issue based on the bid accepted.

Assist in the preparation and filing of annual continuing disclosure reports, if applicable, with the MSRB.

Advise, assist, negotiate on behalf of, and make recommendations to the Client regarding the terms and pricing for the Client's securities or other obligations with (a) state or national banks, (b) accredited investors, or (c) qualified institutional buyers.

Advise and assist in the preparation and filing of Arbitrage Rebate reports if needed.

Perform all other duties usually performed by a Municipal Advisor incidental to a financing program as may be requested by the Client. However, GCSC will NOT accept or hold "Good Faith" deposits to the Client provided by Underwriters.

2. **Independent Registered Municipal Advisor ("IRMA")**. If acting in the capacity of an Independent Registered Municipal Advisor ("IRMA") with regard to the IRMA exemption of the SEC Rule, GCSC will review all third-party recommendations submitted to GCSC in writing by the Client.

3. **Compensation**. Issuer shall pay a fee for each issuance of Securities which shall be equal to or less than the fee schedule below, plus reasonable expenses to GCSC as compensation for advising the Issuer on the Issuance of Securities. Said payment will be due and payable upon the funding of said Securities. ⁱ

Government Capital Securities Fee Structure*					
(Based on total proceeds of issue)					
*Excludes TWDB, TCEQ, USDA transactions which will be 25% above the base rates below.					
From	\$0	to	\$1,000,000	fee is	\$15,000
From	\$1,000,001	to	\$3,000,000	fee is	\$15,000 + \$12.50 per \$1,000 over \$1,000,000
From	\$3,000,001	to	\$5,000,000	fee is	\$40,000 + \$11.00 per \$1,000 over \$3,000,000
From	\$5,000,001	to	\$10,000,000	fee is	\$62,000 + \$8.00 per \$1,000 over \$5,000,000
From	\$10,000,001	to	\$20,000,000	fee is	\$102,000 + \$7.00 per \$1,000 over \$10,000,000
From	\$20,000,001	to	\$30,000,000	fee is	\$172,000 + \$6.00 per \$1,000 over \$20,000,000
From	\$30,000,001	to	\$50,000,000	fee is	\$232,000 + \$5.00 per \$1,000 over \$30,000,000
From	\$50,000,001	to	\$100,000,000	fee is	\$332,000 + \$3.00 per \$1,000 over \$50,000,000

Other services:

MSRB Continuing Disclosure (if required) preparation & filing \$1,750 per year. House Bill 1378 preparation \$250 per year.



4. **Term of Engagement.** Client agrees to utilize GCSC as its Municipal Advisor for a period of one (1) year from and after the date of this Agreement or for such period of time until the aforementioned Securities have been successfully funded. It is understood that this agreement shall automatically renew for subsequent one (1) year periods of time. It is recognized that both the Client and GCSC possess the right to terminate this Agreement anytime with or without cause upon thirty (30) days' prior written notice.

5. **Fiduciary Duty.** GCSC is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, GCSC has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide the Client with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to Client; and
- d) undertake a reasonable investigation to determine that GCSC is not forming any recommendation on materially inaccurate or incomplete information; GCSC must have a reasonable basis for:
 - i. any advice provided to or on behalf of the Client;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or financial product, or investors in Client's securities; and
 - iii. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

GCSC must deal honestly and with the utmost good faith with the Client and act in Client's best interests without regard to the financial or other interests of GCSC. GCSC will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). GCSC will not engage in municipal advisory activities with Client as an financial entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in Client's best interests.

6. **Authority to Execute.** The individuals signing this Agreement on behalf of GCSC and the Client each represents and warrants that he or she is duly authorized to execute and deliver this Agreement on such party's behalf.

This Agreement is entered into on the date first written above.

CITY OF ALPINE

GOVERNMENT CAPITAL
SECURITIES CORPORATION



By: _____
Title: Mayor

By: _____
Title: President



ⁱ Required Disclosures:

Disclosure of Conflicts of Interest and Legal or Disciplinary Events

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients and potential clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of GCSC and its associated persons.

Conflicts of Interest

Compensation

GCSC represents that in connection with the issuance of municipal securities, GCSC may receive compensation from a Client or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, GCSC hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding GCSC’s ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for the firm to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise Client to increase the size of the issue. GCSC mitigates such conflict through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities to Client. This duty of loyalty obligates GCSC to deal honestly and with the utmost good faith with the Client and act in the Client’s best interests without regard to GCSC’s financial or other interests.

Other Municipal Advisor Relationships

GCSC serves a wide variety of other Clients that may from time to time have interests that could have a direct or indirect impact on the interests of another GCSC Client. For example, GCSC serves as municipal advisor to other municipal advisory Clients and, in such cases, owes a regulatory duty to such other Clients. These other Clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various Clients, GCSC could potentially face a conflict of interest arising from these competing Client interests. GCSC fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with all of its Clients. GCSC fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with Client receiving this disclosure.

GCSC does not engage in any fee-splitting arrangement involving GCSC and any provider of investments. GCSC as an administrative task and on behalf of the Issuer, will pay various participants involved in a municipal bond transaction from monies received from the Issuer. GCSC does not consider its administrative task for the Issuer to have any impediment to GCSC’s ability to render unbiased and competent advice or to fulfill its regulatory duty to its clients.

The fee paid to GCSC increases the cost of issuance to Client. The increased cost occurs from compensating GCSC for municipal advisory services provided.

If GCSC becomes aware of any additional potential or actual conflict of interest after this disclosure, GCSC will disclose the detailed information in writing to the Client or obligated person in a timely manner.

Legal or Disciplinary Events

GCSC does not have any legal events or disciplinary history on GCSC’s Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Client may electronically access GCSC’s most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against GCSC, GCSC will provide complete disclosure to the Client in detail allowing the Client to evaluate GCSC, its management and personnel.

Municipal Securities Rulemaking Board Rule G-10 Disclosure

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- GCSC is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- Within the Municipal Securities Rulemaking Board (“MSRB”) website at www.msrb.org, CLIENT may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.



CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 12H

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 a lease between U.S. Customs and Border Protection and the City of Alpine for an Aviation Hangar at the Alpine Casparis Municipal Airport. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

The purpose of this item is to consider approval of a **Lease Agreement between the City of Alpine (Lessor) and U.S. Customs and Border Protection (Lessee)** for use of an aviation hangar site at Alpine Casparis Municipal Airport.

Background

The lease allows CBP to continue operations and maintenance of its aviation hangar in support of federal customs and immigration enforcement. City Council previously reviewed drafts, and the City Attorney worked with CBP to resolve technical revisions, incorporate updated federal clauses, and ensure compliance with state and federal law.

Key Terms of the Lease

- **Site:** 100' x 100' tract (0.230 acres) out of a 110.4-acre tract at the airport, as legally described in Exhibit A.
- **Use:** Exclusive right for CBP to operate and maintain an aviation hangar and incidental facilities. CBP may make alterations and improvements at its expense.
- **Term:** Four years and four months, from **June 1, 2025 through September 30, 2029**, with one five-year renewal option (October 1, 2029 – September 30, 2034) at CBP's discretion.
- **Rent:** \$1,400 per year (\$116.67/month), payable in arrears by EFT. A **5% escalator** applies during the renewal option period.
- **Maintenance:** CBP is responsible for all maintenance, repairs, and improvements; the City has no maintenance obligations.

- **Utilities & Taxes:** CBP secures utilities; the City remains responsible for real estate taxes.
- **Termination:** CBP may terminate the lease with 90 days' notice.
- **Improvements:** Existing CBP improvements (modular buildings, septic, Conex boxes, grading, utilities, lighting, etc.) remain CBP property.
- **Compliance:** Lease incorporates updated federal requirements, including Executive Orders 14154 and 14173, cybersecurity and supply chain restrictions, and expanded anti-discrimination and compliance provisions.

Fiscal Impact

The City will receive \$1,400 annually in rent. No City maintenance or utility costs are incurred, and CBP assumes liability for operations and improvements.

Recommendation

Staff and the City Attorney recommend approval of the lease agreement with U.S. Customs and Border Protection to formalize continued use of the airport hangar site and ensure compliance with federal and state requirements.

SUPPORTING MATERIALS

1. Revised - Draft Lease No HSBP-7424-L-DA1528 Alpine 1103 B Land Lease
2. Revised - Exhibits Draft Lease No. HSBP-7424-L-DA1528 Alpine Land

BUDGET CONSIDERATIONS

Expenditure Required: N/A
 Savings Anticipation: N/A
 Current Budget FY 2025-2026: N/A
 Additional Funding: \$14,000 Rental Income per annum

APPROVERS

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

Approved - 10/14/2025
 Final Approval - 10/14/2025



**LEASE
BETWEEN
U.S. CUSTOMS AND BORDER PROTECTION, AS LESSEE
AND
CITY OF ALPINE, AS LESSOR**

THIS LEASE, which is entered into under the authority of 8 U.S.C. § 1103(b), is made and entered into by City of Alpine, whose interest in the property hereinafter described is that of fee simple owner, hereinafter called the "Lessor," and the United States of America, by and through U.S. Customs and Border Protection, who together with their agents, representatives, employees, contractors, and sub-contractors, shall collectively hereinafter be called "Lessee":

WITNESSETH: The parties hereto covenant and agree as follows:

WHEREAS, Lessee seeks to lease certain real property, together with a right of access thereto, that is owned by Lessor in the County of Brewster, State of Texas;

WHEREAS, Lessor is willing to lease said property to Lessee;

WHEREAS, the purpose of this Lease is to allow Lessee to continue operating and maintaining an Aviation Hangar, the purpose of which is to enforce customs and immigration laws; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. **Site.** Lessor is the fee simple owner of the property that is the subject of this Lease (the "Site"). The Site, being a 100 x 100 tract of land in a 0.230-acre tract out of a 110.4-acre tract described in Volume 93. P. 501, Deed Records, out of Survey 46 Block 9 G.H.& S.A., Ry. Co. Surveys, Brewster County, Texas. The Site is depicted in Exhibit A, attached, and made a part hereof. The approximate relevant coordinates for the Site are Latitude: 30 deg.23'11.2132; Longitude: -103 deg.40'43.5518.

Lessor _____ Lessee _____

2. **Permitted Use.** During the term of this Lease, Lessee shall have exclusive right to use the Site for an Aviation Hangar, and purposes incidental and related thereto, in support of CBP's mission. The Lessee shall have the right to make alterations, improvements, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased. Unless otherwise agreed to by the parties, any and all alterations, fixtures, additions, structures, signs, improvements, equipment, or other property placed upon the Site by Lessee shall remain the property of the Lessee, including fixtures to remain in compliance with Section 13(a) of herein Agreement.
3. **Term.** The initial term of this Lease shall begin on June 1, 2025 (the "Lease Commencement Date") and run for a period of four (4) years and four (4) months, through September 30, 2029 (the "Term"), subject to renewal and termination rights as may be hereinafter set forth in this Lease. The Lessee shall have the right to renew the Lease for one (1) renewal option of five (5) years beginning October 1, 2029, and running through September 30, 2034 ("Option Periods"). Exercise of the Option Periods is solely at the discretion of CBP, provided adequate funds are available from Congress for payment of such Option Periods. The Lessee shall provide sixty (60) days written notice of its intent to exercise its option to renew the Lease prior to the expiration of any term (the "Lease Expiration Date"). All terms and conditions of this Lease shall remain the same during the Term and all Option Periods unless otherwise provided herein.
4. **Payment.** Lessee shall pay Lessor a base rent of \$1,400.00, per annum, which shall be payable in monthly installments of \$116.67, per month ("Base Rent"). Rent shall be payable in arrears and will be due on the anniversary date of the Commencement Date. Rent for a lesser period of the calendar year shall be prorated and paid in arrears. If the Government exercises the option to extend the Lease term, a 5% escalator will be applied to the Base Rent on October 1, 2029, during the Option Period. Rent shall be paid to Lessor by electronic funds transfer (EFT) and is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.
5. **Utilities.** Lessor is not responsible for obtaining utilities services for Lessee to carry out the Permitted Use. Lessor agrees to take whatever actions are necessary to accommodate or facilitate Lessee's acquisition of the utility services that are required for Lessee to carry out the Permitted Use at the Site.
6. **Real Estate Taxes.** Lessor shall be responsible for the real estate taxes attributable to the Site.

7. **System for Award Management.** Lessor must have an active registration in the System for Award Management (“SAM”) via the internet, <https://www.sam.gov> prior to the Lease Award Date. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until approved in writing by the Leasing Contracting Officer and until the new owner registers in SAM.
8. **Termination.** Lessee may terminate this Lease for any reason during any term by giving at least ninety (90) days prior written notice to the Lessor. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the date of mailing.
9. **Limitation on Use.** The Site may only be used by Lessee for the Permitted Use. In turn, Lessor agrees that it shall not take any action that will interfere with Lessee’s Permitted Use of the Site.
10. **Maintenance and Repairs.** Lessor shall not be responsible for the maintenance, repair, and upkeep for any and all improvements, equipment, or other property Lessee places upon the Site.
11. **Access to the Site.** Lessor and Lessee agree that Lessee’s right of access to the Site, which is granted by Lessor as a part of this Lease, shall be exercised in accordance with the following terms and conditions: Lessee shall have 24-hour per days, 7-day-per-week access to the Site and shall be permitted to access and use those portions of Lessor’s property that are necessary for Lessee’s access to the Site. Lessee’s right of access shall extend and apply to its employees, agents, and contractors. The Lessor shall provide the Government with proper and sufficient ingress and egress to/from the Premises and all necessary property rights, such as easements, for access to the Premises during Lease term.
12. **Interference or Inability to Use Property.** Lessor agrees that it shall not take any action, nor permit any third party to take any action, that will interfere with the Lessee’s Permitted Use of the Site. Lessee shall, subject to the terms of this Lease, at all times during the terms or any extension thereof, have peaceful and quit enjoyment of the Property against any person or persons claiming by, through or under Lessor. If Lessee is no longer able to use the Premises for its intended purpose, Lessee may terminate the lease and no rent shall accrue after the effective date of termination.
13. **Compliance with Applicable Law.** Lessee will comply with all Federal, State, and local laws that are applicable to the Government’s Permitted Use on the Site, provided that nothing in this Lease shall be construed as a waiver of any sovereign immunity of the United States Government.

14. **Removal of Lessee's Property.** Lessor shall have no right to require that Lessee restore the Site upon the expiration or termination of the Lease and waives all claims against the Lessee for waste, damages, or restoration arising from or related to Lessee's Permitted Use of the Site during the term of the Lease (including any option periods thereof). Lessee may remove any personal property.
15. **Sublease and Assignment by Lessee.** Lessee may not sublet any part of the Site, nor may Lessee assign all or any part of its rights or interests in this Lease. Lessee may, however, allow other state, local, or federal law enforcement agencies to utilize the Site for law enforcement purposes that are consistent with the Permitted Use. Lessor agrees that it will not sell the Site, or any portion thereof, unless the potential purchaser agrees to be bound by the terms of this Lease. Any assignment or transfer of this Lease by Lessor requires written approval from Lessee and compliance with the Assignment of Claims Act (31 U.S.C. § 3727 and 41 U.S.C. § 6305), and federal regulations found at 48 C.F.R. §§ 32.8 and 42.12, as applicable. Lessee will not recognize any assignment or transfer of this Lease by Lessor in the absence of written approval by Lessee.
16. **Successors Bound.** This Lease shall bind, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, and successors, and assigns.
17. **Non-Waiver.** Neither the failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.
18. **Integrated Agreement and Modifications in Writing.** This Lease and any Exhibits hereto, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Lease. No alteration or variation of this Lease shall be valid unless made in writing and signed by the parties hereto.
19. **Alterations.** Subject to the terms herein, in carrying out the Permitted Use, Lessee, at Lessee's sole cost and expense, shall have the right during the Term of this Lease to make modifications to any improvements or equipment that are placed upon the Site, to erect or place new improvements or equipment upon the Site, and to place signs upon the exterior of the Site. Lessee shall submit a formal written request to the Lessor for approval of such work, to include a sufficient scope of work, plans and other documentation sufficient to define and illustrate the proposed action. Such request is to be responded to in writing by the Lessor, indicating either approval, or denial. If denied, the Lessor will include a sufficient narrative to explain the reason(s) for that denial.

20. **Availability of Appropriations.** In accordance with 31 U.S.C § 1341, 41 U.S.C. § 6301, and other applicable federal law, Lessee's responsibility under this Lease and every provision herein is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. This Lease shall be terminated, in accordance with Paragraph 8 above, if funds are not made available to continue the Lease in subsequent fiscal years. Nothing in this Lease may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet rent payments.
21. **No Waiver of Sovereign Immunity.** Nothing herein shall require Lessee to perform any act, or to not act, i.e., an omission, in a manner, that would constitute a violation of law or federal fiscal policy. Lessor further acknowledges that no employee of the United States Government has the authority in law or the ability in fact to waive certain government rights, e.g., rights relating to or involving the sovereign immunity of the United States or rights pertaining to personal property. Nothing herein shall be construed as a waiver of the sovereign immunity of the United States.
22. **Holdover.** Should Lessee holdover after the expiration of the Term, or any extension thereof, such tenancy shall be from month-to-month on all terms, covenants, conditions, and conditions of this Lease, provided adequate appropriations are provided by Congress for the payment of rent.
23. **Governing Law.** This Lease is governed by Federal law.
24. **Disputes.** This Lease is subject to and governed by the Contract Disputes Act, 41 U.S.C. § 7101, et seq.
25. **Condition of the Site.** Notwithstanding anything herein to the contrary, Lessee agrees that it is familiar with the condition of the Site and warrants that it has made its own inspection of the Site and agrees that the foregoing is suitable to carry out the Permitted Use.
26. **No Presumption Against Drafting Party.** All parties have had the opportunity to draft, review, and edit the language of this Lease, and thus no presumption for or against any party arising out of the drafting of all or any part of this Lease shall be applied in any action relating to, connected with, or involving this Lease.
27. **Authority.** Lessor covenants and represents that it is the lawful owner of the Property. By his or her execution hereof, each of the persons signing on behalf of the entities party hereto hereby represents and warrants that each is fully authorized to act and execute this Lease on behalf of their respective party.
28. **Quiet Enjoyment.** So long as Lessee is not in default under this Lease, Lessee shall, subject to the terms of this Lease, at all times during the initial Term and any extension thereof, have peaceful and quiet enjoyment of the Premises against any person or persons claiming by, through or under Lessor.

29. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
30. **Severability.** Whenever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Lease shall be determined by a court of competent jurisdiction to be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Lease.
31. **No Effect on Statutory Authority.** Lessor acknowledges and agrees that nothing set forth herein shall be construed as having any effect or placing any limit on any statutory authority Lessee may have to access lands for purposes of patrolling the border and enforcing federal law.
32. **Federal Tort Claims Act.** If the death of or injury to any person, or loss of or damage to any real or personal property of any person, is caused by Lessee, the liability, if any, of Lessee shall be determined in accordance with applicable law, including applicable provisions of the Federal Tort Claims Act (28 U.S.C. §§ 2671 – 2680), as amended. Lessee's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained herein may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies.
33. **No Third-Party Beneficiary.** The parties agree that this Lease is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law by an outside party against either the Lessor or the Government.
34. **Prohibition Concerning Contracts with Members of Congress.** The provisions of 41 U.S.C. § 6306 (Prohibition on Members of Congress making contracts with Federal Government), as such provisions may be amended from time to time, are hereby incorporated in this Lease by this reference, as if set forth in full.
35. **Completed Improvements.** The Lessee has made the following alterations or improvements to the Site since the commencement of the Prior Lease, and may continue using such alterations or improvements pursuant to this Lease: (a) 36' x 60' CBP owned modular buildings; (b) septic system with a 750 gallon tank; (c) metal Conex boxes; (d) miscellaneous equipment storages (e) grading, grubbing, and leveling of soil and placement of gravel / asphalt; (f) installation of electric utility service; (g) installation of lighting and security cameras; and (h) various other improvements to be identified as necessary. To the extent Lessee has made alterations or improvements to the Site as of the execution date of this Lease,

Lessee may continue using such alterations or improvements pursuant to this Lease. All personal property will remain the property of the Government during and after expiration of the lease. Personal property is that which is not permanently affixed to the land or structures on real estate.

36. No requirement in this Lease should conflict or contravene Executive Order 14154 “Unleashing American Energy” dated January 20, 2025. If the Lessor believes a requirement contravenes the Executive Order, the Lessor should consult with the Leasing Contracting Officer.
37. In compliance with Executive Order 14173, “Ending Illegal Discrimination and Restoring Merit-Based Opportunity,” dated January 21, 2025, the Lessor agrees that its compliance in all respects with applicable Federal anti- discrimination laws is material to the government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and the Lessor certifies that it does not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws.
38. **Exhibits.** This Lease Agreement includes the following exhibits, which are attached hereto and made a part hereof:
- a. Exhibit A – Metes and Bounds Legal Description
 - b. Exhibit B - GSA Form 3517 B REV (02/25) General Clauses. *This clause is incorporated by reference.*
 - c. Exhibit C - Deviation Feb 2025. *This clause is incorporated by reference. “Any lease clauses, provisions, and terms that are prescribed in accordance with Federal Acquisition Regulation Subpart 22.8 are not applicable to this lease.”*
 - d. FAR 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities. *This clause is incorporated by reference.*
 - e. Exhibit D - (GSAR 552.270-33) Foreign Ownership and Financing Representation for High-Security Leased Space
 - f. Exhibit E - (GSAR 552.270-34) Access Limitations for High-Security Leased Space
39. U.S. Customs and Border Protection shall be substituted for all references made to the General Services Administration (GSA) in the exhibits attached hereto.

40. **Notices.** All notices, requests, demands and other communications which are required or may be given under this Lease shall be in writing and shall be deemed served the day sent if personally delivered or delivered by courier to the last known address, or when transmitted, if sent by facsimile; if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express) then it will be deemed served the next day after sending; and if sent by certified or registered mail, return receipt requested, then it will be deemed served the day received.

If intended for Lessor, Notices shall be addressed to:

City of Alpine
100 North 13th Street
Alpine, TX 79830

If intended for the Lessee shall be addressed to:

US Customs and Border Protection
Integrated Services Division
Office of Facilities and Asset Management
Real Property Program Management Office
Attn: Leasing Branch (Facilities)
150 Westpark Way, Suite 200
Euless, Texas 76040

or to such other place and with such other copies as either party may designate as to itself by written notice to the others.

41. **Headings.** Section headings herein are included herein for the convenience of reference only and shall not constitute part of this Lease for any other purpose.

[SIGNATURE PAGE(S) TO FOLLOW]

**COUNTERPART SIGNATURE PAGE TO
LEASE**

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be executed as of the date first hereinabove written.

“LESSOR”

CITY OF ALPINE

By: _____
Signature

Name (Print)

Title

Date

**COUNTERPART SIGNATURE PAGE TO
LEASE**

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be executed as of the date first hereinabove written.

"LESSEE"

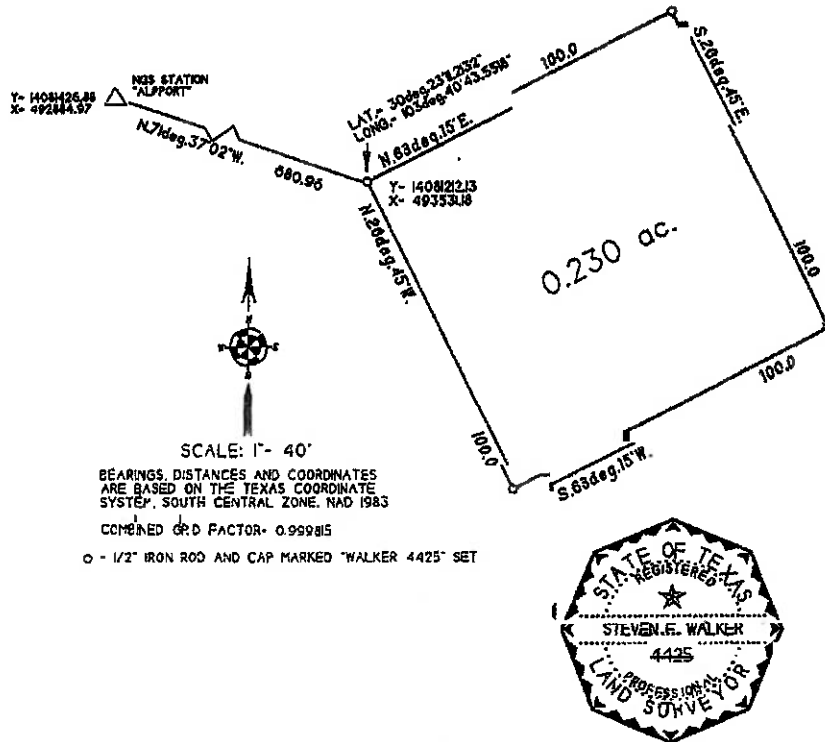
U. S. CUSTOMS AND BORDER PROTECTION

By: _____
Yvonne R. Medina
Assistant Commissioner
Office of Facilities and Asset Management

Date: _____

EXHIBIT A

METES AND BOUNDS LEGAL DESCRIPTION



METES AND BOUNDS

THE STATE OF TEXAS

THE COUNTY OF BREWSTER

Metes and bounds description of a 0.230 acre tract of land out of a 110.4 acre tract described in Vol. 93, P. 501, Deed Records, out of Survey 46, Block 9 G.H. & S.A. Ry. Co. Surveys, Brewster County, Texas, said 0.230 acre tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod and cap marked "WALKER 4425" set for the Northwest corner of this tract, having State Plane Coordinates of Y= 1408121.13 feet and X= 493531.18 feet, South Central Zone, NAD 1983, from which NGS Station "ALPPOINT" bears North 71deg 37' 02" West 680.96 feet:

THENCE North 63deg 15' East 100.0 feet to a 1/2" iron rod and cap marked "WALKER 4425" set for the Northeast corner of this tract:

THENCE South 26deg 45' East 100.0 feet to a 1/2" iron rod and cap marked "WALKER 4425" set for the Southeast corner of this tract:

THENCE South 63deg 15' West 100.0 feet to a 1/2" iron rod and cap marked "WALKER 4425" set for the Southwest corner of this tract:

THENCE North 26deg 45' West 100.0 feet to the point of beginning.

I hereby certify that this plat represents the results of an actual survey on the ground made by me and that the lines and corners found or set are true and correct to the best of my knowledge and belief.

Steven E. Walker
Steven E. Walker
Registered Professional Land Surveyor #4425
Date: June 18, 2008

WALKER LAND SURVEYING
405 E. Ave. "B"
Alpine, TX
79830
432-837-7272

EXHIBIT B**Lease No. HSBP-7424-L-DA1528****GENERAL CLAUSES**
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
	2	GSAR 552.270-5	SUBLETTING AND ASSIGNMENT (DEVIATION)
	3	GSAR 552.270-11	SUCCESSORS BOUND
	4	GSAR 552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	5	GSAR 552.270-24	STATEMENT OF LEASE
	6	GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY
	7	GSAR 552.270-26	NO WAIVER
	8	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
	9	GSAR 552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	10	GSAR 552.270-10	DEFAULT BY LESSOR (DEVIATION)
	11	GSAR 552.270-9	INSPECTION – RIGHT OF ENTRY
	12	GSAR 552.270-17	DELIVERY AND CONDITION (DEVIATION)
	13	GSAR 552.270-19	PROGRESSIVE OCCUPANCY
	14	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
	15	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
	16	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
	17	GSAR 552.270-12	ALTERATIONS
PAYMENT	18	GSAR 552.270-29	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (DEVIATION)
	19	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	20	GSAR 552.270-31	PROMPT PAYMENT
	21	FAR 52.232-23	ASSIGNMENT OF CLAIMS
	22	GSAR 552.270-20	PAYMENT (DEVIATION)
	23	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	24	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	25	GSAR 552.270-32	COVENANT AGAINST CONTINGENT FEES
	26	FAR 52.203-7	ANTI-KICKBACK PROCEDURES

LESSOR: _____

LESSEE: _____

GSA Template 3517B –
REV (02/25)
Page 1

	27	FAR 52.226-7	DRUG-FREE WORKPLACE
	28	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	29	GSAR 552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	30	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
	31	GSAR 552.270-13	PROPOSALS FOR ADJUSTMENT
	32	GSAR 552.270-14	CHANGES (DEVIATION)
AUDITS	33	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA
	34	FAR 52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	35	FAR 52.233-1	DISPUTES
LABOR STANDARDS	36	FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	39	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
SMALL BUSINESS	40	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
	43	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
CYBERSECURITY	47	FAR 52.204-2	SECURITY REQUIREMENTS

LESSOR: _____

LESSEE: _____

GSA Template 3517B –
REV (02/25)
Page 2

	48	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	49	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
	50	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
	51	FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
	52	FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	53	FAR 52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
	54	FAR 52.204-30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS - PROHIBITION
OTHER	55	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
	56	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

LESSOR: _____ LESSEE: _____

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless

- (a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);
- (b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

2. GSAR 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 2022) (DEVIATION)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

3. GSAR 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. GSAR 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of

LESSOR: _____

LESSEE: _____

GSA Template 3517B –
REV (02/25)
Page 4

estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

- (b) Letters issued pursuant to this clause are subject to the following conditions:

- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
- (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
- (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
- (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. GSAR 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

9. GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon

LESSOR: _____

LESSEE: _____

GSA Template 3517B –
REV (02/25)
Page 5

issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

- (a) *Prior to acceptance of the space.* Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.
- (b) *After acceptance of the space.* Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:
 - (1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs, including administrative costs, incurred in connection with taking the action;
 - (2) Reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If default renders the leased premises untenable, the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenable;
 - (3) Terminate the lease if:
 - (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
 - (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises, or render the premises unusable for its intended purposes.
- (c) *Damages.* The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.
 - (1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government's aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other procurement costs.
 - (2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.
 - (3) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.

LESSOR: _____ LESSEE: _____

(d) *Excusable delays.*

- (1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:
 - (i) the delay in substantially completing any work or performing any services arises from excusable delays, and
 - (ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.
 - (2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.
- (e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.
- (f) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. GSAR 552.270-9

INSPECTION – RIGHT OF ENTRY (SEP 1999)

- a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:
- (1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;
 - (2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;
 - (3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and
 - (4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

12. GSAR 552.270-17

DELIVERY AND CONDITION (SEP 2022) (DEVIATION)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.
- (b) The Government may elect to accept the space notwithstanding the Lessor's failure to deliver the space substantially complete; if the Government so elects, it may reduce the rent payments.

LESSOR: _____ LESSEE: _____

13. GSAR 552.270-19**PROGRESSIVE OCCUPANCY (SEP 1999)**

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

14. GSAR 552.270-6**MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)**

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

- (a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.
- (b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.
- (c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.
- (d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

15. GSAR 552.270-7**FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)**

- (a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.
- (b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenable, or not usable for their intended purpose:
 - (1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.
 - (2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.
 - (i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.
 - (ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

LESSOR: _____ LESSEE: _____

- (3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.
- (4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

16. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

17. GSAR 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

18. GSAR 552.270-29 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2022) (DEVIATION)

- (a) Ten (10) working days prior to the completion of the space, the Lessor shall issue written notice to the Government to schedule the inspection of the space for acceptance. The Government shall accept the space only if the construction of building shell and tenant improvements conforming to this lease and the approved design intent drawings (DIDs) is substantially complete, and a certificate of occupancy has been issued as set forth below.
- (b) The space shall be considered substantially complete only if the space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed tenant improvements to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other lease requirements.
- (c) The Lessor shall provide a valid certificate of occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue certificates of occupancy or if the certificate of occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the premises and building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the space without a certificate of occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this lease.

LESSOR: _____ LESSEE: _____

This clause is incorporated by reference.

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date—

- (1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
 - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
 - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

LESSOR: _____

LESSEE: _____

- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) Overpayments. If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

- (1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and
 - (iii) Lessor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

21. FAR 52.232-23

ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or

LESSOR: _____ LESSEE: _____

reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

22. GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)

- (a) When space is offered and accepted, ANSI/BOMA Occupant Area (ABOA) square footage delivered will be confirmed by either:
 - (1) The Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans; or
 - (2) A mutual on-site measurement of the space if the Contracting Officer determines it necessary.
- (b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.
- (c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

$$(1 + \text{CAF}) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$$

- (d) Common Area Factor (CAF). The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}$.
- (e) Rentable Square Footage (RSF). The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.

LESSOR: _____

LESSEE: _____

23. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

24. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(Applicable to leases over \$6 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

25. GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
 - (1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
 - (2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
 - (3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

26. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over \$150,000 total contract value.)

This clause is incorporated by reference.

27. FAR 52.226-7 DRUG-FREE WORKPLACE (MAY 2024)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

LESSOR: _____ LESSEE: _____

28. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(Applicable to leases over \$6 Million total contract value.)

This clause is incorporated by reference.

29. GSAR 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
- (1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;
 - (2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or
 - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

30. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$2,000,000.)

This clause is incorporated by reference.

31. GSAR 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

32. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

- (a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.
- (b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:
- (1) An adjustment of the delivery date.
 - (2) An equitable adjustment in the rental rate.

LESSOR: _____ LESSEE: _____

- (3) A lump sum equitable adjustment. or
- (4) An adjustment of the operating cost base, if applicable.
- (c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.
- (d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

33. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

34. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

35. FAR 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

36. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

37. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

(a) *Definitions.* As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

LESSOR: _____ LESSEE: _____

38. FAR 52.222-36

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(Applicable to leases over \$15,000 total contract value.)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. FAR 52.222-37

EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

40. FAR 52.209-6

PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2025)

(Applicable to leases over \$35,000 total contract value.)

This clause is incorporated by reference.

41. FAR 52.215-12

SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over \$2,000,000 total contract value.)

This clause is incorporated by reference.

42. FAR 52.219-4

CONCERNS (OCT 2022)

NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS

This clause is incorporated by reference.

43. FAR 52.219-8

UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

LESSOR: _____ LESSEE: _____

44. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) ALTERNATE III (JAN 2025)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

45. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

46. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over \$30,000 total contract value.)

This clause is incorporated by reference.

47. FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)

(Applicable when the contract may require access to classified information.)

This clause is incorporated by reference.

48. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

This clause is incorporated by reference.

49. GSAR 552.204-9 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)

This clause is incorporated by reference.

50. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions.* As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

LESSOR: _____ LESSEE: _____

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
 - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

LESSOR: _____

LESSEE: _____

GSA Template 3517B –
REV (02/25)
Page 18

- (c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

51. FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)

This clause is incorporated by reference.

52. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

This clause is incorporated by reference.

53. FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

This clause is incorporated by reference.

54. FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by

LESSOR: _____ LESSEE: _____

GSA Template 3517B –
REV (02/25)
Page 19

paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

LESSOR: _____ LESSEE: _____

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition.

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:
 - (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
 - (ii) For all other solicitations and contracts DHS FASCSA orders apply.
- (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.
- (5)
 - (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:
 - (A) Name of the product or service provided to the Government;
 - (B) Name of the covered article or source subject to a FASCSA order;
 - (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
 - (D) Brand;
 - (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
 - (F) Item description;
 - (G) Reason why the applicable covered article or the product or service is being provided or used;

LESSOR: _____ LESSEE: _____

- (ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

- (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
- (2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
- (3)
 - (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
 - (ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
 - (A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.
 - (B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
- (4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
 - (i) Within 3 business days from the date of such identification or notification:
 - (A) Contract number;
 - (B) Order number(s), if applicable;
 - (C) Name of the product or service provided to the Government or used during performance of the contract;
 - (D) Name of the covered article or source subject to a FASCSA order;
 - (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

LESSOR: _____ LESSEE: _____

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

55. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

56. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/browse/index/gsam>.

LESSOR: _____

LESSEE: _____

EXHIBIT C

(DEVIATION FEB 2025)

Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," of January 21, 2025, revoking Executive Order 11246, Equal Employment Opportunity

Baseline is FAC 2025-03, published in the Federal Register on January 3, 2025, effective January 17, 2025.

Changes made in the proposed rule are shown by [additions] and deletions.

* * * * *

PART 1—FEDERAL ACQUISITION REGULATIONS SYSTEM

* * * * *

Subpart 1.1—Purpose, Authority, Issuance

* * * * *

1.106 OMB approval under the Paperwork Reduction Act.

* * * * *

FAR segment	OMB control No.
* * * * *	* * * * *
22.8	1250-0003
* * * * *	* * * * *
52.222-21	1250-0003
52.222-22	1250-0003
52.222-23	1250-0003
52.222-25	1250-0003
52.222-26	1250-0001 and 1250-0003
52.222-27	1250-0003

* * * * *

PART 2-DEFINITIONS OF WORDS AND TERMS

* * * * *

Subpart 2.1-Definitions

2.101 Definitions.

* * * * *

United States, when used in a geographic sense, means the 50 States and the District of Columbia, except as follows:

* * * * *

(2) ~~[Reserved] For use in subpart 22.8, see the definition at 22.801.~~

* * * * *

PART 4-ADMINISTRATIVE AND INFORMATION MATTERS

* * * * *

Subpart 4.12-Representations and Certifications

* * * * *

4.1202 Solicitation provision and contract clause.

(a) * * *

* * * * *

(18) ~~[Reserved] 52.222-22, Previous Contracts and Compliance Reports.~~

(19) ~~[Reserved] 52.222-25, Affirmative Action Compliance.~~

* * * * *

PART 14-SEALED BIDDING

* * * * *

Subpart 14.4-Opening of Bids and Award of Contract

* * * * *

14.405 Minor informalities or irregularities in bids.

* * * * *

~~(c) Execute the representations with respect to Equal Opportunity and Affirmative Action Programs, as set forth in the clauses at 52.222-22, Previous Contracts and Compliance Reports, and 52.222-25, Affirmative Action Compliance.~~

* * * * *

PART 19—SMALL BUSINESS PROGRAMS

* * * * *

Subpart 19.6—Certificates of Competency and Determinations of Responsibility

* * * * *

19.602 Procedures.

19.602-1 Referral.

(a) * * *

* * * * *

(2) Refer the matter to the cognizant SBA Government Contracting Area Office (Area Office) serving the area in which the headquarters of the offeror is located, in accordance with agency procedures, except that referral is not necessary if the small business concern—

* * * * *

(ii) Is suspended or debarred under ~~Executive Order 11246~~ or subpart 9.4.

* * * * *

PART 22—APPLICATION OF LABOR LAWS TO GOVERNMENT ACQUISITIONS

* * * * *

Subpart 22.4—Labor Standards for Contracts Involving Construction

* * * * *

22.406-4 [Reserved] ~~Apprentices and trainees.~~

~~(a) The contracting officer shall review the contractor's employment and payment records of apprentices and trainees made available pursuant to the clause at 52.222-8, Payrolls and Basic Records, to ensure that the contractor has complied with the clause at 52.222-9, Apprentices and Trainees.~~

~~(b) If a contractor has classified employees as apprentices or trainees without complying with the requirements of the clause at 52.222-9, the contracting officer shall reject the classification and require the contractor to pay the affected employees at the rates applicable to the classification of the work actually performed.~~

* * * * *

22.407 Solicitation provision and contract clauses.

(a) * * *

* * * * *

(4) **[Reserved]** ~~52.222-9, Apprentices and Trainees.~~

* * * * *

Subpart 22.8 [Reserved]

* * * * *

PART 52-SOLICITATION PROVISIONS AND CONTRACT CLAUSES

* * * * *

Subpart 52.2-Text of Provisions and Clauses

* * * * *

52.204-8 Annual Representations and Certifications.

As prescribed in 4.1202(a), insert the following provision:

Annual Representations and Certifications (JAN 2025) (DEVIATION FEB 2025)

* * * * *

(c) (1) * * *

* * * * *

(xiv) ~~[Reserved] 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.~~

(xv) ~~[Reserved] 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.~~

* * * * *

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services.

As prescribed in 12.301(b) (2), insert the following provision:

Offeror Representations and Certifications-Commercial Products and Commercial Services (MAY 2024) (DEVIATION FEB 2025)

* * * * *

(d) ~~[Reserved] Representations required to implement provisions of Executive Order 11246-~~

~~(1) Previous contracts and compliance. The offeror represents that-~~

~~(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and~~

~~(ii) It ☐ has, ☐ has not filed all required compliance reports.~~

~~(2) Affirmative Action Compliance. The offeror represents that-~~

~~(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or~~

~~(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.~~

* * * * *

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services.

As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (JAN 2025) (DEVIATION FEB 2025)

* * * * *

(b) * * *

* * * * *

~~___ (33) [Reserved] 52.222-21, Prohibition of Segregated Facilities
(APR 2015).~~

~~___ (34) [Reserved] (i) 52.222-26, Equal Opportunity (SEPT 2016)
(E.O. 11246).~~

~~___ (ii) Alternate I (FEB 1999) of 52.222-26.~~

* * * * *

(e) (1) * * *

* * * * *

~~(ix) [Reserved] 52.222-21, Prohibition of Segregated Facilities
(APR 2015).~~

~~(x) [Reserved] 52.222-26, Equal Opportunity (SEP 2016) (E.O.
11246).~~

* * * * *

*Alternate II (JAN 2025) (DEVIATION FEB 2025). * * **

* * * * *

(e) (1) * * *

(ii) * * *

* * * * *

~~(I) [Reserved] 52.222-21, Prohibition of Segregated Facilities
(APR 2015).~~

~~(J) [Reserved] 52.222-26, Equal Opportunity (SEP 2016) (E.O.
11246).~~

* * * * *

52.213-4 Terms and Conditions--Simplified Acquisitions (Other Than Commercial Products and Commercial Services).

As prescribed in 13.302-5(d), insert the following clause:

Terms and Conditions--Simplified Acquisitions (Other Than Commercial Products and Commercial Services)

(JAN 2025) (DEVIATION FEB 2025)

* * * * *

(a) * * *

(1) * * *

* * * * *

(vii) ~~[Reserved] 52.222-21, Prohibition of Segregated Facilities (APR 2015).~~

(viii) ~~[Reserved] 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).~~

* * * * *

52.222-6 Construction Wage Rate Requirements.

As prescribed in 22.407(a), insert the following clause:

Construction Wage Rate Requirements (AUG 2018) (DEVIATION FEB 2025)

(a) * * *

(b) * * *

* * * * *

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, ~~except as provided in the clause entitled~~

~~Apprentices and Trainees.~~ Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

* * * * *

52.222-9 [Reserved]

* * * * *

52.222-11 Subcontracts (Labor Standards).

As prescribed in 22.407(a), insert the following clause:

Subcontracts (Labor Standards) (MAY 2014) (DEVIATION FEB 2025)

(a) * * *

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—

(1) Construction Wage Rate Requirements;

(2) Contract Work Hours and Safety Standards—Overtime Compensation (if the clause is included in this contract);

(3) ~~[Reserved] Apprentices and Trainees;~~

* * * * *

52.222-12 Contract Termination—Debarment.

As prescribed in 22.407(a), insert the following clause:

Contract Termination—Debarment (MAY 2014) (DEVIATION FEB 2025)

A breach of the contract clauses entitled Construction Wage Rate

Requirements, Contract Work Hours and Safety Standards—Overtime Compensation, ~~Apprentices and Trainees~~, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Construction Wage Rate Requirements and Related Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

* * * * *

52.222-21 [Reserved]

52.222-22 [Reserved]

52.222-23 [Reserved]

52.222-24 [Reserved]

52.222-25 [Reserved]

52.222-26 [Reserved]

52.222-27 [Reserved]

* * * * *

52.222-29 [Reserved]

* * * * *

52.244-6 Subcontracts for Commercial Products and Commercial Services.

As prescribed in 44.403, insert the following clause:

Subcontracts for Commercial Products and Commercial Services (JAN 2025) (DEVIATION FEB 2025)

* * * * *

(c) (1) * * *

* * * * *

(xi) ~~[Reserved] 52.222-21, Prohibition of Segregated Facilities~~
~~(APR 2015).~~

(xii) ~~[Reserved] 52.222-26, Equal Opportunity (SEP 2016) (E.O.~~
~~11246).~~

* * * * *

EXHIBIT D

FOREIGN OWNERSHIP AND FINANCING REPRESENTATION FOR HIGH-SECURITY LEASED SPACE (JUN 2021)–Updated Template 11/12/2024

Offerors' Initial Representation: Complete the representation below, sign and return to the Leasing Contracting Officer (LCO) or his/her designee. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

Lessors' Representation: Complete the annual representation below, sign and return to the Leasing Contracting Officer (LCO) or his/her designee.

Novation Transferees' Representation: Complete the representation below, sign and return to the LCO or his/her designee along with other required novation documentation.

552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space.

FOREIGN OWNERSHIP AND FINANCING REPRESENTATION
FOR HIGH-SECURITY LEASED SPACE (JUN 2021)

a) *Definitions.* As used in this clause—

Financing means the process of raising or providing funds through debt or equity for purposes of meeting the requirements of the Lease, including, but not limited to, acquisition, maintenance, and construction of, or improvements to, the Property.

Foreign entity means a:

- i) Corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group that is headquartered or organized under the laws of a country that is not the United States or a state, local government, tribe, or territory within the United States; or
- ii) Government or governmental instrumentality that is not the United States Government.

Foreign person means an individual who is not:

- i) A United States citizen; or
- ii) An alien lawfully admitted for permanent residence in the United States.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror or Lessor, or that owns or controls one or more entities that control an immediate owner of the offeror or Lessor. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror or Lessor, that has direct control of the offeror or Lessor. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

- b) *Timing.* The Offeror or Lessor shall complete this representation when submitting a proposal. If the Offeror is the successful awardee, the Offeror (now Lessor) shall review, update, and provide this representation on an annual basis, reflecting all changes to immediate owner, highest-level owner and financing during the preceding 1-year period, starting one year from the Lease Term Effective Date through final payment of any contract. If the Lessor intends to transfer the lease to a successor in interest under the circumstances set forth in FAR 42.1204, the Lessor shall submit this representation to the Lease Contracting Officer with any request to novate the lease. The Offeror or Lessor is responsible for the currency, accuracy and

LESSOR: _____ LESSEE: _____

completeness of the data disclosed, and for any liability resulting from the Government's reliance on inaccurate or incomplete data.

c) *Immediate owner.*

- (1) The Offeror or Lessor represents that it ☐ does or ☐ does not have an immediate owner.
- (2) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then enter the following information for the immediate owner. If the offeror or Lessor has more than one immediate owner (e.g., joint venture), then the offeror or Lessor shall provide the information for each entity.

Legal Name: _____
(do not use a "doing business as" name)

Unique entity identifier: _____
(if available)

- (3) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign entity?: ☐ Yes or ☐ No.
- (4) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign person?: ☐ Yes or ☐ No.
- (5) If the Offeror or Lessor indicates "Yes" in either paragraph (c)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical Address: _____

Country: _____

d) *Highest-level owner.*

- (1) The Offeror or Lessor represents that the immediate owner, if any, ☐ is or ☐ is not owned or controlled by another entity?
- (2) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, indicating that the immediate owner is owned or controlled by another entity, then enter the following information for the highest-level owner.

Legal Name: _____
(do not use a "doing business as" name)

Unique entity identifier: _____
(if available)

- (3) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign entity?: ☐ Yes or ☐ No.
- (4) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign person?: ☐ Yes or ☐ No.

LESSOR:____ LESSEE:_____

- (5) If the Offeror or Lessor indicates "Yes" in either paragraph (d)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical Address: _____

Country: _____

e) *Financing entity.*

(1) The Offeror or Lessor represents that the financing ☐ does or ☐ does not involve a foreign entity?

(2) The Offeror or Lessor represents that the financing ☐ does or ☐ does not involve a foreign person?

(3) If the Offeror or Lessor indicates "does" in either paragraph (e)(1) or (2) of this clause, indicating foreign financing (as a foreign entity or foreign person), then enter the following information for the foreign financing (respond for each as applicable).

Legal Name: _____
(do not use a "doing business as" name)

Unique entity identifier: _____
(if available)

Physical Address: _____

Country: _____

(End of clause)

Offeror/Lessor:

Sign and date: _____

Name and title: _____

LESSOR: _____ LESSEE: _____

EXHIBIT E

552.270-34 Access Limitations for High-Security Leased Space.

ACCESS LIMITATIONS FOR HIGH-SECURITY LEASED SPACE (JUN 2021)

- (a) The Lessor, including representatives of the Lessor's property management company responsible for operation and maintenance of the leased space, shall not—
 - (1) Maintain access to the leased space; or
 - (2) Have access to the leased space without prior approval of the authorized Government representative.
- (b) Access to the leased space or any property or information located within that Space will only be granted by the Government upon determining that such access is consistent with the Government's mission and responsibilities.
- (c) Written procedures governing access to the leased space in the event of emergencies shall be documented as part of the Government's Occupant Emergency Plan, to be signed by both the Government and the Lessor.

(End of clause)

LESSOR:_____

LESSEE:_____

GSAR 552.270-34 Access Limitations for
High-Security Leased Space JUN 2021
Page 1

CITY COUNCIL AGENDA ITEM REPORT

October 21, 2025

Agenda Item No. 15A

Department: City Attorney

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



AGENDA ITEM

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

- i. Review and discuss the Texas Disposal Systems contract terms. (R. Stephens, City Council)
- ii. Discuss Skyway Gardens II Development, the approved Development Agreement, and plan to make improvements to the Water infrastructure for the development moving forward. (G. Calderon, Interim City Manager)

B. Personnel Matters § 551.074, Texas Government Code

- i. 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 2025-2026: N/A

Additional Funding: N/A

APPROVERS
