



**CITY OF ALPINE**  
**REGULAR CITY COUNCIL MEETING**  
**November 18, 2025 – 4:00 PM**

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

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

- A. Workshop to review the 2025-2026 Budget and determine necessary amendments including discussion regarding two priorities:
  - i) The purchase of a new Animal Services Incinerator partly funded by Brewster County through a proposed Interlocal Agreement in exchange for Animal Services to the residents of Brewster County.
  - ii) Updates to the Utilities Fee Schedule and Utility Billing Rates for Fiscal Year 2025-2026. (G. Calderon, Interim City Manager)

**2. 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.

**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](http://www.cityofalpine.com/councilcomments). Public comments may be made regarding agenda items only. Attendees must be physically present in order to address the City Council. Comments by proxy are not allowed. Public Comments are limited to 3 minutes per person. Unused time may not be yielded to other attendees. Please note that the City Council may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the Council from deliberating or taking action on an item not listed on the agenda. City Staff may ask commenters clarifying questions, respond with facts, and explain policy.*

**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 second and final reading of Ordinance 2025-11-01, an Ordinance 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 for the Following Clauses: Findings of Fact, Inclusion in the Code of Ordinances, Cumulative, Severability, Proper Notice and Meeting, Public Hearing, and Effective Date.

- B. Public Hearing to obtain citizen views and comments regarding the second and final reading of Ordinance 2025-11-02, an Ordinance amending Chapter 16 – Boards, Commissions, and Committees of 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 for the Following Clauses: Findings of Fact, Inclusion in the Code of Ordinances, Cumulative, Severability, Proper Notice and Meeting, Public Hearing, and Effective Date.
- C. Public Hearing to obtain citizen views and comments regarding the first and final reading of Ordinance 2025-11-03, an ordinance amending the City of Alpine Fiscal Year 2025-2026 Budget to recommit and appropriate funding from the Creek Trail Reserves for funds committed for a Splash Pad to the General Fund Pool Maintenance for Municipal Pool Improvements; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date.
- D. Public Hearing to obtain citizen views and comments regarding the first and final reading of Ordinance 2025-11-04, an ordinance amending the City of Alpine Fiscal Year 2025-2026 Budget to appropriate additional funding for one seasonal employee to operate heavy equipment and assist with street projects; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date.
- E. Public Hearing to obtain citizen views and comments regarding the first and final reading of Ordinance 2025-11-05, an ordinance amending the City of Alpine Fiscal Year 2025-2026 Budget to appropriate funding in the Hotel Occupancy Tax Fund to hire an additional part-time employee and intern for the Visitor Center; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date.
- F. Public Hearing to obtain citizen views and comments regarding Special Use Permit 2025-11-01, a special use permit allowing the applicant, Karl Clay Brauch, to establish a short term rental at 202 N. 4th Street. The property owner of record is Karl Clay Brauch. The Parcel ID of the subject property is 11906.

5. **PUBLIC PRESENTATIONS.**

- A. Presentations & Recognitions
- B. Proclamations
  - i) Proclamation recognizing the vital Economic and Cultural role of tourism and supporting the certification of Alpine a Tourism Friendly Community. (C. Eaves, Mayor)
- 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 November 4, 2025 Workshop & Regular Meeting Minutes (G. Calderon, Interim City Manager)
- B. Approval of the October 2025 Office of the City Secretary (OCS) Report including Legislative Services, City Council Activities, Board & Commissions Activities, Public Information, and Departmental Statistics and Updates. (G. Calderon, Interim City Manager)
- C. Approval of the appointment of Gerri Davis to the Place 4 position on the Planning & Zoning Commission and termination of the member's appointment to the Building & Standards Commission in accordance with Sec.16-334 of the Alpine Code of Ordinances. (L. Escovedo, City Council)
- D. Approval of the appointment Jessica Velasco to the Place 1 position on the Parks and Recreation Board. (R. Portillo, City Council)
- E. Approval of the appointment of Manuel Garcia to the Place 4 position on the Parks and Recreation Board. (L. Escovedo, City Council)
- F. Approval of the appointment of Manuel Garcia to the Place 4 position on the Building & Standards Commission. (L. Escovedo, City Council)
- G. Approval of Special Use Permit 2025-11-01, a special use permit allowing the applicant, Karl Clay Brauch, to establish a short term rental at 202 N. 4th Street. The property owner of record is Karl Clay Brauch. The Parcel ID of the subject property is 11906. (G. Calderon, Interim City Manager)

H. Approve the Chief of Police Job Description. (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. Tourism Update by Director of Tourism, Chris Ruggia. (G. Calderon, Interim City Manager)

B. Alpine Public Library Update by Executive Director Don Wetteraur. (G. Calderon, Interim City Manager)

11. **INFORMATION OR DISCUSSION ITEMS.**

A. Presentation by Ben Telesca regarding the position of Recreation Coordinator and its importance to the community. (C. Eaves, Mayor)

B. Presentation by Lacey Loftin of the U.S. Census Bureau regarding the 2026 Census Test being conducted in Brewster County and surrounding areas. (C. Eaves, Mayor)

C. Discuss the possibility of planning an appreciation event for our Boards, Commissions, and Committees. (E. Martinez, City Council)

D. Discussion regarding the current certification pay for city employees relating to previous certification pay programs and possible updates to the existing structure. (L. Escovedo, City Council)

E. Discuss the current Texas Disposal Systems contract and possible amendments to the contract. (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 second and final reading of Ordinance 2025-11-01, an ordinance 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 for the Following Clauses: Findings of Fact, Inclusion in the Code of Ordinances, Cumulative, Severability, Proper Notice and Meeting, Public Hearing, and Effective Date. (G. Calderon, Interim City Manager)

B. Approve the second and final reading of Ordinance 2025-11-02, an ordinance amending Chapter 16 – Boards, Commissions, and Committees of 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 for the Following Clauses: Findings of Fact, Inclusion in the Code of Ordinances, Cumulative, Severability, Proper Notice and Meeting, Public Hearing, and Effective Date. (G. Calderon, Interim City Manager)

- C. Approve the first and final reading of Ordinance 2025-11-03, an ordinance amending the City of Alpine Fiscal Year 2025-2026 Budget to recommit and appropriate funding from the Creek Trail Reserves for funds committed for a Splash Pad to the General Fund Pool Maintenance for Municipal Pool Improvements; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date. (G. Calderon, Interim City Manager)
- D. Approve the first and final reading of Ordinance 2025-11-04, an ordinance amending the City of Alpine Fiscal Year 2025-2026 Budget to appropriate additional funding for one seasonal employee to operate heavy equipment and assist with street projects; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date. (G. Calderon, Interim City Manager)
- E. Approve the first and final reading of Ordinance 2025-11-05, an ordinance amending the City of Alpine Fiscal Year 2025-2026 Budget to appropriate funding in the Hotel Occupancy Tax Fund to hire an additional part-time employee and intern for the Visitor Center; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date. (G. Calderon, Interim City Manager)
- F. Approve the first reading of Ordinance 2025-12-01, an ordinance repealing Article V – Short Term Rentals in Chapter 90 – Taxation of the Alpine Code of Ordinances; Establishing Article V – Short-Term Rentals in Chapter 22 – Business of the Alpine Code of Ordinances; amending rules and regulations regarding short term rentals within the city limits; Providing the establishment of up to a \$2,000 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. (G. Calderon, Interim City Manager)
- G. Approve Resolution 2025-11-21, a resolution designating the Alpine Avalanche as the Official Newspaper of the City of Alpine for Fiscal Year 2025-2026. (G. Calderon, Interim City Manager)
- H. Approve Resolution 2025-11-22, a resolution authorizing the City to participate in an agreement with the State of Texas through the Department of Transportation to request the closure of North Highway 118 (Between Holland and Avenue E) on November 21 through November 23, 2025 for the annual Artwalk event. (G. Calderon, Interim City Manager)
- I. Approve the Master Contract for Professional Services between the City of Alpine and Jacob and Martin, LLC for Water System Improvements for the Sky Way Gardens II Development. (G. Calderon, Interim City Manager)

13. **EXECUTIVE REPORTS.**

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

**City Mayor Report**

- B. **City Manager Report:** Employee Compensation; Streets; Water; Wastewater, Budget;

Grants; Information Technology & Cybersecurity; Utility Billing Software Transition; Requests for Proposals; Smart Meters; Pending Projects; City Manager Search; Boards, Commissions, and Committees.

14. **CITY COUNCIL MEMBER COMMENTS.**

15. **EXECUTIVE SESSION.**

***NOTICE:** The City Council reserves the right to reconvene, recess, realign, change the order of business, or adjourn into Executive Session at any time during the course of the meeting prior to adjournment, to discuss any item listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (development).*

A. Consultation with Attorney § 551.071, Texas Government Code

- i. Review and discuss the Texas Disposal Systems contract terms. (R. Stephens, City Council)
- ii. Discuss pending litigation for Hernandez v. City of Alpine. (G. Calderon, Interim City Manager)

B. Deliberation Regarding Real Property § Texas Government Code § 551.072

- i. Discuss the potential purchase of a property downtown to establish a visitor information kiosk. (C. Eaves, Mayor)

C. Personnel Matters § 551.074, Texas Government Code / Consultation with Attorney § 551.071, Texas Government Code

- i. Discuss the Chief of Police vacancy and next steps to filling the position. (G. Calderon, Interim City Manager)
- ii. Discuss the City Manager vacancy and next steps to filling the position. (G. Calderon, Interim City Manager)
- iii. 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](http://www.cityofalpine.com) pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2:00 P.M. on November 12, 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 12th day of November, 2025.**



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



## CITY COUNCIL AGENDA ITEM REPORT

November 18, 2025

Agenda Item No. 1Ai

Department: Animal Services

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: None



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### AGENDA ITEM

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The purchase of a new Animal Services Incinerator partly funded by Brewster County through a proposed Interlocal Agreement in exchange for Animal Services to the residents of Brewster County.

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### EXECUTIVE SUMMARY

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#### Purpose

To review and discuss a proposed budget amendment to replace the City's existing Animal Services incinerator, which is nearing the end of its functional life, and to consider entering into an Interlocal Agreement with Brewster County to contribute toward the cost of the new incinerator in exchange for continued access to animal services for county residents.

#### Background

The City's current incinerator has been in service for approximately 12 years and is nearing end-of-life. The incinerator is critical to providing safe, legal, and dignified cremation services for companion animals in our region. This service prevents residents from having to travel several hours to access cremation services, bury pets in unsuitable areas, or dispose of remains at landfills.

Animal Services serves not only the City of Alpine but also the broader region, including Fort Davis, Marfa, Terlingua, Marathon, Sanderson, and surrounding communities, as well as visitors who experience the loss of a pet while traveling in the area. Over the past five years, the City has processed approximately **2,000 cremations**, generating **\$146,985** in revenue. The current incinerator has **paid for itself nearly 300 times** based on its original purchase cost, proving its value as a self-sustaining and community-supported service.

The new incinerator model being proposed would significantly improve operational capacity. The current unit can only process **one cremation per day**, which sometimes results in service delays of several days to a week. The proposed model would allow for **multiple cremations per day**, reducing wait times and increasing revenue potential. Based on historical usage and demand, staff anticipate the new unit would **recoup its cost within 2–3 years** of purchase.

## Brewster County Interlocal Participation

The City has been working with Brewster County to develop a proposed Interlocal Agreement in which the County would contribute **\$50,000** toward the purchase of the new incinerator. In return, the City would continue providing animal services to county residents for a defined number of years (term to be determined through further negotiation). This cost-sharing partnership reflects the regional benefit of the service and recognizes that the City's Animal Services Department routinely serves county residents.

## Fiscal Considerations

The current vendor quote for the preferred incinerator model is **\$108,000** (included in the backup materials). Staff will verify whether the vendor is listed on an approved purchasing cooperative. If not, the City will issue a **Request for Proposals (RFP)**, as the expenditure exceeds the **\$100,000 competitive bidding threshold**. A draft RFP is included in the backup documents to allow the City to proceed efficiently if competitive procurement is required.

The project has appeared in the City's **Capital Improvement Plan (CIP)** for several cycles, and staff recommend action **now** to avoid service interruption should the existing incinerator fail.

## Recommendation

Discussion only. Staff will return with a formal budget amendment and Interlocal Agreement for City Council consideration at a subsequent meeting, pending workshop direction.

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### SUPPORTING MATERIALS

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1. 11-18-25 INCINERATOR INFORMATION

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### BUDGET CONSIDERATIONS

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Expenditure Required: \$60,000  
Savings Anticipation: N/A  
Current Budget FY 2025-2026: N/A  
Additional Funding: N/A

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### APPROVERS

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

Approved - 11/10/2025  
Final Approval - 11/10/2025

To whom it may concern,

I would like to make the recommendation to go with the Keller Manufacturing INC, Model KMA 1200-75 if possible. They have had great communication through this process, and it seems to be a machine that would meet our needs the best offering faster turn around for pet owners. Another perk is they will send one of their technicians out to place the unit in operation. They will spend up to three days curing the lining, starting the unit up adjusting the air and gas and proving all systems. They will perform a cremation and train personnel in the operation.

While this is a higher range unit, we can ensure quality cremations for our community for many years to come and I can assure you that the machine will pay for itself. With an increase of just \$20 per weight range fee, I believe we will make our money back in the next 2-3 years if not sooner depending on demand for service.

Thank you for your consideration and support,

A handwritten signature in black ink, appearing to read 'Jennifer Stewart', written in a cursive style.

Jennifer Stewart

Alpine Animal Services Supervisor

To whom it may concern,

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

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

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

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

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

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

Thank you,

A handwritten signature in black ink, appearing to read 'Jennifer Stewart', written in a cursive style.

Jennifer Stewart

# Alpine Animal Services County Assistance

From January 2020 to March 2025

**Shelter intake breakdown** (includes overall total that came into shelter, how many were county and the percentage of overall)

**2020-** 608 total intakes, 50 from county. 8.2% of total intakes were from outside of Alpine and in Brewster County.

**2021-** 632 total intakes, 51 from county. 8% of total intakes were from outside of Alpine and in Brewster County.

**2022-** 486 total intakes, 27 from county. 5.5% of total intakes were from outside of Alpine and in Brewster County.

**2023-** 361 total intakes, 44 from county. 12.2% of total intakes were from outside of Alpine and in Brewster County.

**2024-** 258 total intakes, 34 from county. 13.2% of total intakes were from outside of Alpine and in Brewster County.

**2025 1<sup>st</sup> Quarter (Jan-March)-** 44 total intakes, 3 from county. 7% of total intakes were from outside of Alpine and in Brewster County.

**Total overall:** 2,389 intakes, 209 from county, 9% total from county overall.

**Population statistics** (includes population of the county, Alpine and the percentage of the population of the county that resides in Alpine)

**Population of Brewster County:** (2023) 9,513 people

**Population of Alpine:** (2023) 6,513 people

**Percentage of population residing in Alpine:** (2023) 68.5%

**Cost for routine medical** (including in-house care, rabies vaccine and spay/neuter. Does not including any medical expenses that occurred that is not routine care)

**Average cost for spay/neuter:** ASAP ranges from \$110-295 depending on weight or pregnancy. AVC ranges from \$80-140 depending on weight. Average overall cost per animal \$153

**Cost of microchip:** \$15

**Cost of snap test:** Heartworm test \$17, Felv/ FVRCP \$19. Average overall \$18

**Cost of vaccines:** Felv/FVRCP \$12(average 2-4 booster= \$36) / DA2PP \$5 (average 2-4 boosters= \$15)/ Bordetella \$5/ Rabies \$18. Average total cost for vaccines per animal \$46

Not included: any additional medical expenses the animal requires for parasites, injury, illness or otherwise noted.

**Average cost per animal not including food and daily care: \$232**

**Approximate cost for county animals from January 2020-March 2025 not including food and daily care \$48,488.**

**Cost for daily care of animal** (includes food and daily care for animal (paying employees, cost of cleaning materials, cost of water, etc.))

**Average length of stay for animals entering AAS shelter 2020-2024: 54 days**

**Cost per day of care: \$15 per animal**

**Average cost for care per animal's entire length of stay: \$810**

**Average cost of care for county animals from Jan 2020-March 2025 not including medical \$169,290**

**Overall cost for intake of county animals** (note the county has not provided financial assistance or any compensation for care.)

Approximate overall cost accumulated for taking in county animals since Jan 2020 not including any additional cost for medical expenses from parasite treatment, injuries or illness **\$217,778.**

## Alpine Animal Services and Brewster County Partnership agreement

The City of Alpine Animal Services (AAS) and the Brewster County Sheriff's Office (BCSO) have worked together for many years. This document is intended to serve as a guideline of expectations between the two entities so that we can better serve the Brewster County communities. Alpine Animal Services has assisted BCSO with warrant services, removal of animals from properties, stray intakes, surrendered pets, quarantines, and pets displaced due to owner medical emergencies and owner arrests. Since 2020, Alpine Animal Services has taken in 209 cats and dogs from outside the city limits of Alpine. Going forward, Alpine Animal Services would like to continue assisting as space and staffing allows.

For stray intakes Alpine Animal Services asks that an attempt to find an owner is made prior to bringing the animal to the shelter and we do ask that a deputy is the one to contact us regarding the intake so that we can plan for it coming in. No county stray intakes will be accepted if the shelter is at 80% capacity. Animal Services Officers will only assist with stray animal pick up outside of city limits if the officer on duty is available to do so without disrupting AAS regular daily calls and tasks and the pickup is no further than 10 miles away. Any pickup outside of 10 miles will require Animal Services Supervisor approval and if necessary, approval from the Chief of Police.

All surrenders will go through the same process that Alpine residents go through which is, the owner contacts the shelter and is supplied rehoming resources and are added to a surrender waiting list. They will be accepted as space becomes available.

Cats and dogs in need of rabies quarantine will always be accepted if they are not qualified for a home quarantine. BCSO will be responsible for the bite report and any follow up with pet owner or victim if necessary. AAS is required to contact BCSO prior to the animal's release from quarantine.

Warrant service and removal of animal from properties will be discussed with AAS prior to intake so that arrangements can be made to intake the animal/s. BCSO will be responsible for providing Animal Services owner information by the end of the day of the warrant/ seizure and will be required to keep AAS in the loop with potential court hearings regarding the animal/s. AAS will provide BCSO any knowledge and guidance needed to execute a proper seizure of animal if requested.

Animals removed from an owner due to medical emergency or arrest will be accepted if a friend or family member is unable to take custody of the animal at that time. It will be the duty of the deputy assigned to the case to provide AAS with the owner's name, address and phone number so that a certified letter can be sent regarding the intake of the animal removed.

All fees will apply to county animals that are applied to city animals. Fees for service are listed on the city website. All fees are expected at the time of an animal's pick up from AAS facility or vet clinic from the owner. No payment plans will be given.

It is requested that BCSO make available trusties, as often as possible or at least once a month, to help with shelter maintenance and cleaning as well as animal enrichment. Supervision of trusties will be required when on AAS property.

Alpine Animal Services is requesting that a contract is reviewed and renewed every 3 years with the County. Any changes to the contract can be requested by either party prior to 3 years but must be sent to the City Manager or Brewster County office for review. No verbal contract will be accepted, and no prior "verbal" contract will be acknowledged after the new contract is signed.



# Budgetary Accounting - General Ledger System

Work With Account Header Records

Help

Display Inactive: No v

Account Direct Inquiry

A19

Chart of Accounts

A19

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

2019-2020



# Budgetary Accounting - General Ledger System

Work With Account Header Records

Help

Display Inactive: No

Account Direct Inquiry

A20

Chart of Accounts

A20

			Fund - 0 - 9999		Department - 0 - 9999		Line Item - 0 - 9999			
O	V	S	Acct No	Account Title	Type	Status	Budgeted	YTD Activity		
	V		00-000-0000	Master Control Account	M					
-	V		01-000-0000	GENERAL FUND	F					
-	V		01-538-0000	ANIMAL CONTROL REVENUES	D					
	V		01-538-1301	QUARANTINE	I	A	1,500.00	2,740.00		
	V		01-538-1303	PET ADOPTIONS	I	A	15,000.00	8,600.00		
	V		01-538-1304	ANIMAL LICENSE FEES	I	A	750.00	1,119.00		
	V		01-538-1305	CREMATIONS	I	A	23,000.00	27,480.00		
	V		01-538-1306	EUTHANIZATIONS	I	A		0.00		
	V		01-538-1307	ANIMAL SURRENDER	I	A	2,000.00	1,530.00		
	V		01-538-1308	MICROCHIP	I	A	1,500.00	795.00		
	V		01-538-1309	ANIMAL IMPOUND	I	A	3,000.00	3,201.00		
	V		01-538-1310	VACCINES	I	A	200.00	352.99		
	V		01-538-1900	DONATIONS	I	A		111.00		
	V		01-538-2000	REIMBURSEMENTS	I	A		0.00		
	V		01-538-9000	INSURANCE CLAIM	I	A		0.00		
							46,950.00	45,928.99		

2020-2021



# Budgetary Accounting - General Ledger System

Work With Account Header Records

Help

Display Inactive: No

Account Direct Inquiry

A21

Chart of Accounts

A21

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

2021-2022



# Budgetary Accounting - General Ledger System

Work With Account Header Records

Help

Display Inactive: No ▾

Account Direct Inquiry

A22

Chart of Accounts

A22

			Fund - 0 - 9999		Department - 0 - 9999		Line Item - 0 - 9999			
O	V	S	Acct No	Account Title	Type	Status	Budgeted	YTD Activity		
	V		00-000-0000	Master Control Account	M					
-	V		01-000-0000	GENERAL FUND	F					
-	V		01-538-0000	ANIMAL CONTROL REVENUES	D					
	V		01-538-1301	QUARANTINE	I	A	4,500.00	2,340.00		
	V		01-538-1303	PET ADOPTIONS	I	A	12,500.00	8,550.00		
	V		01-538-1304	ANIMAL LICENSE FEES	I	A	1,500.00	1,280.00		
	V		01-538-1305	CREMATIONS	I	A	22,250.00	34,385.00		
	V		01-538-1306	EUTHANIZATIONS	I	A		0.00		
	V		01-538-1307	ANIMAL SURRENDER	I	A	2,000.00	1,020.00		
	V		01-538-1308	MICROCHIP	I	A	1,500.00	225.00		
	V		01-538-1309	ANIMAL IMPOUND	I	A	3,000.00	1,927.00		
	V		01-538-1310	VACCINES	I	A	200.00	171.88		
	V		01-538-1900	DONATIONS	I	A		601.65		
	V		01-538-2000	REIMBURSEMENTS	I	A		0.00		
	V		01-538-9000	INSURANCE CLAIM	I	A		0.00		
							47,450.00	50,500.53		

2022 - 2023



# Budgetary Accounting - General Ledger System

Work With Account Header Records

Help

Display Inactive: No

Account Direct Inquiry

A23

## Chart of Accounts

A23

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

2023-2024

### EQUIPMENT QUOTATION

**Attn:** Jennifer Stewart  
**Job Name:** Alpine Animal Services  
**Job Location:** 2900 Old Marathon Parkway  
 Alpine, TX 79830

**Quote Date:** August 7, 2025  
**Quote #:** 080725JE-05  
**Phone:** (432) 837-9030  
**Email:** [jestewart@cityofalpine.com](mailto:jestewart@cityofalpine.com)

We at Keller Manufacturing are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

Qty.	Model Number	Description
	KMA 1200-75	<ul style="list-style-type: none"> <li>Maximum Load 300 lbs. Chamber Maximum Cremation Rate 75 lbs. per hr.</li> <li>Exterior Coating on side and rear of machine industrial paint front powder coat w/stainless trim.</li> <li>(1) Power Charging Door w/ Manual Controls to Lower the Door Individually if power is lost.</li> <li>View Ports on the Primary and Secondary Chambers</li> <li>Temperature Chart Recorder for Primary Chamber and the Secondary Chamber.</li> <li>Temperature Displays For The Primary Chambers and Secondary Chamber</li> <li>8' of Refractory Lined Stack</li> <li>Refractory Lined Draft Inducer</li> <li>5 HP Combustion Air Blower</li> <li>(1) 1 MBTU Secondary Burners</li> <li>(1) 500,000 BTU Primary Burners</li> <li>Opacity Control System</li> <li>Operating tools</li> <li>Start up and training of the machine.</li> </ul> <p><u>Warranty and Services</u></p> <ul style="list-style-type: none"> <li>&gt; One Year Parts Only Warranty</li> <li>&gt; *Start Up if not included &amp; Additional Warranty Available Upon Request</li> </ul>

**Total Net Sell Price excluding sales tax: \$108,000.00**

Current Lead Time: 20-22 Weeks

**Quotation Notes:**

- 1<sup>ST</sup> year parts only warranty (one (1) year from start-up or eighteen (18) months from date of shipment, whichever comes first) unless specified otherwise in this proposal.
- Approved submittals required before ordering.

**The following items are NOT included with the equipment identified above:**

- Building, environmental, or any other permits that are required by county or state.
- Installation or hookup of the utilities (fuel, electric, etc.).
- Make-up air louver, fuel/regulators, and electrical connections.
- Environmental testing (if needed), air pollution application fees, operating permit application, any applicable taxes.
- Wind Load Calculations
- Equipment base/pad, site preparation, vibration isolation, and anchor bolts.
- Any piping, piping specialties, or accessories except as noted elsewhere in this proposal.
- Local roofer to make penetration and sealing hole for the stack.
- Shipping of equipment from Keller Manufacturing to jobsite.
- Crane to offload the cremation equipment and rigging to set the stack.

**Special Notes:**

- Above price is firm and will remain in effect for 60 days.
- No taxes, permits, start-up, and or service are included in above proposal unless otherwise noted.
- Compliance to local codes neither guaranteed nor implied.
- All orders subject to credit acceptance by Keller Management.
- Equipment is manufactured under strict Keller Manufacturing standards in compliance with the National Electric Code.
- Holiday or weekend work required on Keller start-ups is not included in the above proposal unless otherwise noted.
- Any work or material furnished at Keller Manufacturing's expense, must have written authorization and approval from Keller Manufacturing prior to furnishing such services or materials. Immediately upon completion of such work, the approved price shall be invoiced for immediate processing of a credit memo and applies to your account. Deductions from our invoices or back charges for unauthorized work or materials will not be accepted.

We appreciate your consideration of this quotation and would like to thank you for your interest in Keller Manufacturing products and services. Should you have any question concerning the above quotation, please feel free to contact me personally.

Sincerely,

*Jason Elsberry*

Jason Elsberry  
 Keller Manufacturing  
 4442 Holden Rd.  
 Lakeland, Fl. 33811  
 Office: 863-937-8928

Keller  
Manufacturing  
**TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE**

1. **PAYMENT AND TAXES (Equipment Sales only)** - Payment shall be made as follows 50% due upon signed agreement, 50% due upon shipping or the ability to ship. Keller reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Keller determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance payment terms. In addition to the price, the Customer shall also pay Keller any taxes or government charges arising from this Agreement.
2. **EXTRAS**- Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.
3. **RETURNS**- No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **SHIPMENT**- All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Keller does not guarantee a particular date for shipment or delivery.
5. **PARTIAL SHIPMENT**- Keller shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
6. **DELAYS**- In the event Keller is delayed in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Keller, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties, Keller agrees to notify Customer in writing as soon as practicable of the causes of such delay and Keller shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume production.
7. **WARRANTY**- Keller warrants that all equipment manufactured by Keller Manufacturing and all Keller equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Keller shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Keller and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Keller does not warrant products not manufactured by Keller Manufacturing, but it does pass on to Customer any available manufacturer's warranty for those products. Keller warrants that all service provided by Keller hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Keller shall at its option re-perform or issue a credit for such service. Keller's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Keller shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Keller. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
8. **WORKING HOURS**- All services performed under this Agreement including major repairs, are to be provided during Keller's normal working hours unless otherwise agreed.
9. **ADDITIONAL SERVICE**- Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Keller's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **PAYMENT AND TAXES (Service Contracts only)** - Payment shall be made net 30 days from date of invoice. Keller reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Keller determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Keller any taxes or government charges arising from this Agreement.
11. **CUSTOMER RESPONSIBILITIES (Service Contracts only)** - Customer shall:
  - Provide safe and reasonable equipment access and a safe work environment.
  - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
  - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
  - Promptly notify Keller of any unusual operating conditions.
  - Upon agreement of a timely mutual schedule, allow Keller to stop and start equipment necessary to perform service.
  - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
  - Where Keller remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
  - Operate the equipment properly and in accordance with instructions.
12. **EXCLUSIONS**- Keller is not responsible for items not normally subject to mechanical maintenance including but not limited to casings, cabinets, structural supports, refractory, disconnect switches and circuit breakers. Keller is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, damage caused by power reductions or failures or any other cause beyond Keller's control. Keller shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Keller, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Keller shall not be required to repair or replace equipment that has not been properly maintained.
13. **EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only)** - Upon the initial scheduled operating and/or initial annual stop inspection, should Keller determine the need for repairs or replacement, Keller will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Keller recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Keller shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Keller at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.
14. **PROPRIETARY RIGHTS (Service Contracts only)**- During the term of this Agreement and in combination with certain services, Keller may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Keller. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.
15. **LIMITATION OF LIABILITY**- Under no circumstances shall Keller be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Keller shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Keller's negligent acts or omissions directly contributed to such injury or property damage. Keller's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Keller under this Agreement.
16. **CANCELLATION**- Customer may cancel this Agreement only with Keller's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Keller and all other losses due to the cancellation including a reasonable profit.
17. **CUSTOMER TERMINATION FOR KELLER NON-PERFORMANCE** - Customer shall have the right to terminate this Agreement for Keller's non-performance provided Keller fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Keller shall have free access to enter Customer locations to disconnect and remove any Keller personal proprietary property or devices as well as remove any and all Keller-owned parts, tools and personal property. Additionally, Customer agrees to pay Keller for all incurred but unamortized service costs performed by Keller including overheads and a reasonable profit.
18. **KELLER TERMINATION** - Keller reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Keller.
19. **CLAIMS**- Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
20. **SUPERSEDURE, ASSIGNMENT AND MODIFICATION**- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Keller's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
21. **CUSTOMER CONSENT**- Customer consents and agrees that Keller may, from time to time, publicize Keller related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

<b>Accepted by:</b> <b>Name:</b> <b>Title:</b> <b>Company:</b> <b>Date:</b>	<b>Quote Date:</b> August 7, 2025 <b>Quote Number:</b> 080725JE-05 <b>PO Number:</b> <b>Job Name:</b> Alpine Animal Services <b>Total Sell Price (Excluding Tax):</b> \$108,000.00
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**FW: Keller Mfg. machine inquiry**

4 messages

JASON ELSBERRY <jelsberry@kellermanufacturinginc.com>  
To: "jstewart@cityofalpine.com" <jstewart@cityofalpine.com>

Wed, Jun 5, 2024 at 12:34 PM

Hi Jennifer,

Thank you for reaching out for more information on our machines. Please see attached for the machine specs on the two units you are inquiring about, the KMA 1200-75 and KMA 1200-125. Let me know which machine you feel best suits your needs and I'll send over a formal quote with additional machine details. I am also attaching a company profile highlighting our 50 plus year history of being a family owned and operated manufacturer of combustion equipment supplied throughout the world. Pricing as follows:

- KMA 1200-75 = \$102,000.00
- KMA 1200-125 = \$108,000.00

*\*The pricing is for the machine only. The delivery and permitting assistance would need to be figured separately but is available. References can be shared upon request.*

See the attached flyer on a Q2 promotion Geneva Capital is running. If machine financing is desired, Geneva would be my top recommendation. You can see all three of our finance options through our website at <https://keller-mfg.com/services/equipment-financing/> and apply directly through the provided links.

I look forward to hearing back once you have had a chance to review. If anything additional is needed, please let me know.

Best,

Jason

**Jason M. Elsberry**

DIRECTOR OF SALES AND MARKETING

KELLER MANUFACTURING INC.

[jelsberry@kellermanufacturinginc.com](mailto:jelsberry@kellermanufacturinginc.com)

Phone: (863) 937-8928

Fax: (863) 937-8031

Mobile: (407) 902-8288



Website: [keller-mfg.com](http://keller-mfg.com)

*4442 Holden Rd, Lakeland, FL 33811*

**From:** [keller-mfg.com](http://keller-mfg.com) <[wordpress@keller-mfg.com](mailto:wordpress@keller-mfg.com)>  
**Sent:** Tuesday, June 4, 2024 10:58 AM  
**To:** Sales <[sales@kellermanufacturinginc.com](mailto:sales@kellermanufacturinginc.com)>  
**Cc:** [jeremy@lazcreative.com](mailto:jeremy@lazcreative.com)  
**Subject:** New Entry: Sales Inquiry Form



**Name**

Jennifer Stewart

**Email**

jstewart@cityofalpine.com

**Phone**

+14328379030

**Business / Organization**

Alpine Animal Services

**Address**

2900 Old Marathon Hwy  
ALPINE, TX  
79830  
US

**I'm interested in...**

Animal Cremation Equipment

**Animal Cremation Equipment Model(s) - Single Chamber:**

KMA 1200-75  
KMA 1200-125





### Additional Info

I was wondering if I could get quotes for both of these units emailed to me.  
Thank you.

Sent from Keller Manufacturing

---

#### 4 attachments

-  **KMA 1200.75 specification sheets (1).pdf**  
211K
-  **KMA 1200-125 SPECIFICATION SHEET (1).pdf**  
199K
-  **Keller introduction letter.pdf**  
169K
-  **Q2\_HalfPayments\_Carey.pdf**  
614K

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Jennifer Stewart <jstewart@cityofalpine.com>  
To: Darrell Losoya <losoya.police@ci.alpine.tx.us>

Wed, Jun 5, 2024 at 12:45 PM

[Quoted text hidden]

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#### 4 attachments

-  **KMA 1200.75 specification sheets (1).pdf**  
211K
-  **KMA 1200-125 SPECIFICATION SHEET (1).pdf**  
199K
-  **Keller introduction letter.pdf**  
169K
-  **Q2\_HalfPayments\_Carey.pdf**  
614K

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Jennifer Stewart <jstewart@cityofalpine.com>

Wed, Jun 5, 2024 at 12:53 PM

To: JASON ELSBERRY <jelsberry@kellermanufacturinginc.com>

Thank you for the information. I will let you know if I have any questions. Currently we are just looking at prices.

[Quoted text hidden]

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JASON ELSBERRY <jelsberry@kellermanufacturinginc.com>

Wed, Jun 5, 2024 at 12:57 PM

To: Jennifer Stewart <jstewart@cityofalpine.com>

Sounds great, thank you Jennifer. Don't hesitate to let me know if there is anything else I can help with.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

**Jason M. Elsberry**

DIRECTOR OF SALES AND MARKETING

KELLER MANUFACTURING INC.

[jelsberry@kellermanufacturinginc.com](mailto:jelsberry@kellermanufacturinginc.com)

**Phone:** (863) 937-8928

**Fax:** (863) 937-8031

**Mobile:** (407) 902-8288

**Website:** [keller-mfg.com](http://keller-mfg.com)

4442 Holden Rd, Lakeland, FL 33811

[Quoted text hidden]

# Request for Proposal



**City of Alpine  
Animal Services**



Date: Apr 15, 2025

The City of Alpine Animal Services Department is looking to upgrade/replace their pet cremation incinerator. Currently the incinerator that they have is not equipped to handle the volume of cremations that they do on a regular basis. They are looking for a reasonably priced machine that ideally can cremate up to 200lbs at a time and has the ability to do multiple cremations in a day, the cooling process with their current machine takes overnight which decreases turnaround time and increases the need for more refrigeration.

## Background

### Company overview

Alpine is located in rural west Texas. Due to the location of the city, we are the closest pet crematorium for several communities in our area as well as our own. We have been serving these communities with pet cremation services since 2012. Over the last 5 years alone we have done approximately 2,000 cremations combined.

### Project goals

Faster cremation times, faster cool down times, overall quicker turnaround times, efficiency and reliability.



## Submission requirements

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### Enumerate the guidelines and instructions for submission

- New incinerator must be able to fit in existing space in the crematorium (see below for floor plans), must also be able to fit through 8ft high by 10 ft wide garage door, must be able to ship to the address 2900 Old Marathon Hwy Alpine, TX 79830.
- Must be natural gas powered
- Must meet any state, county or local laws.
- The cremator shall be constructed of U.L./CSA listed components and will meet or exceed nationally accepted incinerator construction standards per the Incinerator Institute of America (IIA) publication guidelines.
- Must be able to do a phone consultation after installation but in person consultation preferred.
- Must come with a warranty.

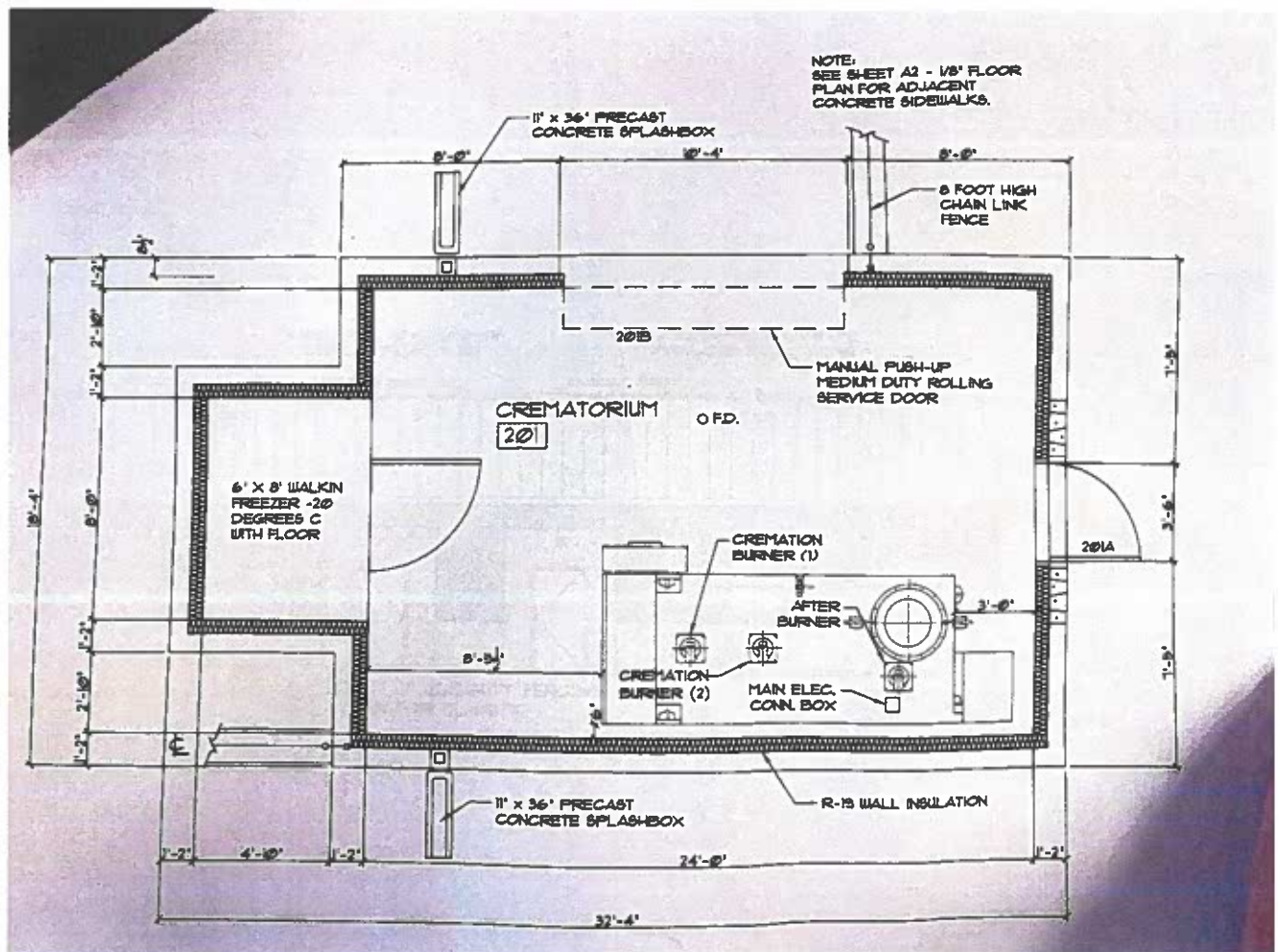
## Project details

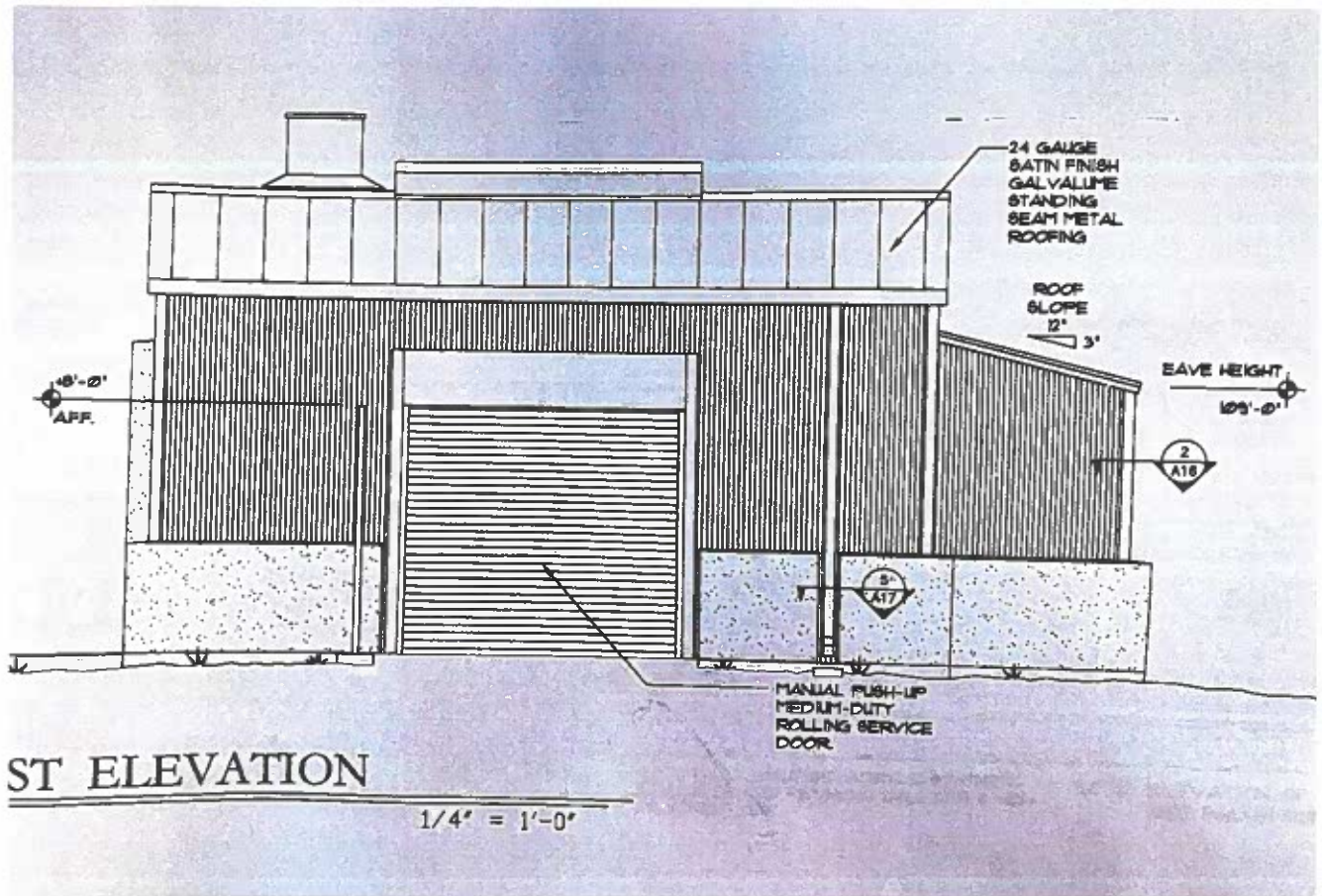
## Description

Pet Cremation incinerator. No more that 5 feet wide and 11 feet long, has a primary and secondary burner, emissions shall meet or exceed federal, state/province and local environmental regulations. Secondary chamber equipped with one, 1,000,000 BTU/HR burner. Also equipped with an electronic exhaust gas scanner system which temporarily suspends operation of the primary chamber burner if the opacity of the exhaust gases reach 20%. Should at least burn 75 lb/hr for type 4 waste. 3000 degrees F abrasion resistant cast refractory monolithic cast 7" - 13" thick, 1-1/2" recessed top and rounded, stressed arched bottom equivalent or better.

## Scope and budget

We would like to stay within \$50,000- \$100,000 including shipping costs if possible.





## Timelines

### Request for proposal

Description	Date
Information gathering	-
<i>Add additional items here</i>	

### Project timeline

Description	Date
Project launch	
<i>Add additional items here</i>	



For more information about this project, reach out to

**Jennifer Stewart**

**Alpine Animal Services Supervisor**

432-837-9030

[jstewart@cityofalpine.com](mailto:jstewart@cityofalpine.com)



## CITY COUNCIL AGENDA ITEM REPORT

November 18, 2025

Agenda Item No. 1Aii

Department: Finance

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: None



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### AGENDA ITEM

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Updates to the Utilities Fee Schedule and Utility Billing Rates for Fiscal Year 2025-2026. (G. Calderon, Interim City Manager)

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### EXECUTIVE SUMMARY

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#### Purpose

To provide the City Council with an opportunity to review and discuss the current Utilities Fee Schedule and utility billing rates, evaluate potential adjustments for Fiscal Year 2025–2026, and offer guidance for the development of recommended amendments to be presented for formal action at a future meeting.

#### Background

At the **November 4, 2025** City Council meeting, the Council indicated the need for a comprehensive review of the Utilities Fee Schedule, including water, wastewater, and sanitation service rates and associated administrative and service fees. Council requested that this review occur in a workshop setting to allow for open discussion regarding cost recovery, operational needs, and long-term sustainability of utility systems.

The Finance Director is currently working with Department Heads to compile updated revenue and expenditure data, assess service delivery costs, and evaluate the impact of current rates on the financial stability of the utility funds. This internal analysis, combined with operational input from Utility and Public Works leadership, will help inform rate adjustment options for Council consideration.

The purpose of this workshop is to:

- Review existing fee and rate structures.
- Discuss financial needs related to operations, staffing, capital improvements, and regulatory compliance.

- Receive policy-level guidance from the Council on rate structure adjustments, cost-recovery strategy, and affordability considerations.

Staff will incorporate Council feedback from this workshop into a set of proposed amendments to be presented for first consideration at the **December 2, 2025** City Council meeting.

**Discussion Considerations**

Topics expected to be discussed include:

- Financial health and sustainability of utility enterprise funds.
- Alignment of rates with infrastructure repair, replacement, and capital improvement planning needs.
- Administrative fees, reconnection fees, deposit structures, and usage tier rate structures.
- Approaches to balancing affordability and long-term utility system stability.
- Potential phased rate adjustments versus one-time increases.

**Fiscal Considerations**

No budget amendment or rate change is being proposed at this time. This item is **discussion only**. Fiscal impacts will be determined based on the rate adjustment options shaped through the workshop process and will be presented with staff’s formal recommendation at the December 2, 2025 meeting.

**Recommendation**

Discussion only. Staff requests direction from City Council to guide the development of proposed revisions to the Utilities Fee Schedule and utility billing rates to be presented at the December 2, 2025 Regular Meeting.

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**SUPPORTING MATERIALS**

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1. 2024-08-23 Utilities Fee Schedule

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**BUDGET CONSIDERATIONS**

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

Additional Funding: N/A

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**APPROVERS**

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

Approved - 11/10/2025  
Final Approval - 11/10/2025

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

**RESOLUTION 2024-08-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING APPENDIX A: UTILITY FEES; SETTING THE RATES AND FEES FOR CITY UTILITY SERVICES FOR THE FISCAL YEAR 2024-2025.**

**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 2021-04-04 which established a streamlined fee structure that improved the readability of utility fees and basic account charges; and

**WHEREAS**, pursuant to Ordinance 2021-04-04, the City Council shall pass an annual resolution updating the fee schedule in the utilities appendix; and

**WHEREAS**, a recommendation from the Utility Department has been made to increase fees to cover increased costs in material and to provide for continued maintenance of the utility system.

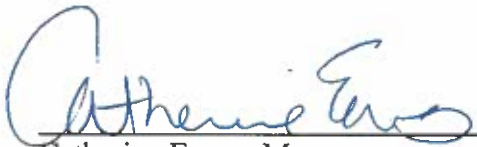
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS THAT:**

**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 Utility Fees.

**SECTION III.** This resolution is effective October 1, 2024.

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 20<sup>th</sup> 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"

APPENDIX A: UTILITIES FEES			
SECTION	DESCRIPTION	CODE SECTION	FEE
I.	<b>Franchise Application</b>	Sec. 98-2	
	Franchise Application Fee		\$250.00
	<b>Security Deposit Fees</b>	Sec. 98-4	
	Residential water, sewer, and sanitation		\$200.00
	Small Commercial water, sewer, and sanitation		\$250.00
	Laundromats, recreational vehicle parks, washaterias, and any small business franchise		\$500.00
	Housing units, industrial and/or agricultural users, motels, and concrete plants		\$1,500.00
II.	<b>Water and Sewer Extensions</b>	Sec. 98-49	
	1" or less Water extension of front footage, per linear foot		\$30.00
	Greater than 1" water extension of front footage, per linear foot		At Cost
	Water extension of front footage, per linear foot outside CCR		At Cost
	4" Sewer extension of front footage, per linear foot		\$35.00
	Greater than 4" sewer extension of front footage, per linear foot		At Cost
	Sewer extension of front footage outside CCR		At Cost
	<b>Water Taps and Meter Settings</b>	Sec. 98-49	
	¼ inch tap		<del>\$1,325.00</del> <u>\$1,500.00</u>
	1 inch tap		<del>\$1,620.00</del> <u>\$1,800.00</u>
	<del>1½ inch tap</del>		<del>\$2,025</del> or AT-COST
	2 inch tap		AT COST + \$60/hour of labor and \$100/hour for Equipment – <u>MINIMUM</u> of two hours

	Greater than 2 inch tap		AT COST + \$60/hour of labor and \$100/hour for Equipment – <u>MINIMUM of two (2) hours</u>
	Water tap Impact fee		\$500.00 / Each street cut required
	Residential 4 inch sewer tap		\$1,620.00
	All other sewer taps		AT COST + \$60/hour of labor and \$100/hour for Equipment – <u>MINIMUM of two (2) hours</u>
	Sewer tap Impact fee		\$500.00 / Each street cut required
<b>III.</b>	<b>Meter and Cutoff</b>	Sec. 98-82	
	5/8 - inch meter		<del>\$110.00</del> \$150.00
	3/4 - inch meter		<del>\$110.00</del> \$150.00
	<b>(a) Minimum charges for metered accounts - Residential Rates</b>	Sec. 98- <del>93</del> 83	
	3/4-inch		\$8.00
	1-inch		\$11.00
	1½-inch		\$16.00
	2-inch		\$20.00
	<b>Minimum charges for metered accounts - Commercial and Sul Ross State University Rates</b>	Sec. 98- <del>93</del> 83 (a)	
	3/4-inch		\$9.00
	1-inch		\$12.00
	1½-inch		\$17.00
	2-inch		\$21.00
	3-inch		\$34.00
	4-inch		\$43.00
	6-inch		\$58.00
	8-inch		\$69.00
	<b>(b) Residential and Commercial water rates per meter</b>	Sec. 98- <del>93</del> 83 (b)	
	Minimum for the first 2,000 gallons		\$8.57

	For every 1,000 gallons over 2,000 gallons		\$3.30
	For every 1,000 gallons over 5,000 gallons		\$3.35
	For every 1,000 gallons over 12,000 gallons		\$3.40
	For every 1,000 gallons over 25,000 gallons		\$3.50
	For every 1,000 gallons over 100,000 gallons		\$3.60
		<u>Sec. 98-85</u>	
	<u>Rates Outside the City Limits</u>		<u>Water Rates outside the City Limits shall be one and one-half times the minimum in-city amended rates</u>
	<b>(c) Bulk water rates</b>	Sec. 98-93- 83 (c)	
	For first 1,000 gallons		\$50.00
	For the next 1,000 gallons and thereafter/per 1,000		\$45.00
	Effluent bulk water		
<b>IV.</b>	<b>Delinquency</b>	Sec. 98-86	
	Disconnect Fee		\$35.00
	Reconnect Fee		\$35.00
	Meter re-read after 1st re-read within 1 year of service		\$25.00
	Vacation fee on		\$25.00
	Vacation fee off		\$25.00
	Meter testing fee		At Cost
	Faulted Meters		Expense of the City
	Non-Faulted meters		Expense of the customer AT COST plus \$60/hour of labor and \$100/hour for <u>Equipment</u> – <u>MINIMUM of one (1) hour</u>
	<b>Tampering Fee</b>	Sec. 98-89	\$150.00 + Damages, any additional cost to fix, gas usage, and

			possible criminal charges
<b>V.</b>	<b>(a) Sewer rates</b>	Sec. 98-123	
	(1) Residential flat rate		<del>\$15.50</del> \$17.50
	(2) Commercial		
	Minimum rates for the first 4,000 gallons on the average water consumption of the previous 12 months		\$14.55
	Minimum rates for every 1,000 gallons over 4,000		\$2.78
	Camera Fee		\$75.00
	<b>Liquid sewage wastes fees</b>	Sec. 98-196	
	0 to 300 gallons		<del>\$50.00</del> \$75.00
	Spillage cleanup fee		<del>\$100.00</del> \$150.00
<b>VI.</b>	<b>Gas rates, deposits, and penalties</b>	Sec. 98-333	
	<b>(a) Gas rates</b>		
	Gas rates are set by City Council via Contract with Natural Gas Vendor		
	To Determine the Spot Rate: Cost of gas 5% allowance for losses, Contracted Rate × 1.05 = Amount		
	Plus cost of service, City of Alpine		<del>\$10.00</del> \$11.00
	-		
	<b>Excess flow valve (EFV) in gas distribution systems: Effective June 20, 2017</b>	Sec. 98-333	
	Poly Services		\$250.00
	Steel Services		\$750.00
	<b>(b) Deposits</b>	Sec. 98-333	
	Residential deposits		\$200.00

	Small commercial to include but not be limited to grocery stores, shops, storages, automatic laundry, automobile parking lots, bakery, bank, barber and beauty shops, billiard or pool hall, cafeteria, clinic, cleaning and pressing shops, drug store, filling station, florists shop, ice retail distributing, mortuaries, picture theater, office, radio repair and sales, real estate office, restaurants, taverns, radio studio, shoe repair, stores and shops for the sale of products at retail, stores and shops for custom work or the making of articles to be sold at retail on the premises, and studios (art, music, photo, etc.)		\$250.00
	Laundromats, recreational vehicle parks, washaterias and any small business franchise		\$500.00
	Housing units, industrial and/or agricultural users, motels and concrete plants		\$1,500.00
	<b>(c) Penalties, disconnect, reconnect, and other miscellaneous service fees</b>	Sec. 98-333	
	Meter re-read after first re-read within one year of service		\$25.00
	Vacation fee on		\$25.00
	Vacation off		\$25.00
	Customers with 500 MCF'S and over shall receive a \$3.00 per MMBTU discount.		
	Disconnect Fee		\$35.00
	Reconnect Fee		\$35.00
	Late Fee		%5 of Gas Billed
	Meter Guard Fee		\$200.00
	<b>Tampering fee</b>	Sec. 98-334	\$150.00 + Damages, any additional cost to fix, gas usage, and possible criminal charges

	<b>Emergency Shut Off Valves - Customer Side</b>		\$25.00 (If Gas Department Installs)
	<b>Gas tap fees</b>	Sec. 98-335	
	Retirement of gas tap		\$375.00
	1" gas tap		\$1,000.00
	Retirement of gas tap & relocate		\$1,375.00
	Over 1" gas tap		At Cost
	Main Extensions		\$10.00 per linear foot
	Gas tap Impact fee...\$500.00 each cut required		\$500.00 each cut required
<b>VII.</b>	<b>Garbage</b>		
	Garbage rates are set by City Council via Contract with Disposal Company		
	Garbage Permit Deposit		\$200.00

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**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 4A

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Public Hearing to obtain citizen views and comments regarding the second and final reading of Ordinance 2025-11-01, an Ordinance 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 for the Following Clauses: Findings of Fact, Inclusion in the Code of Ordinances, Cumulative, Severability, Proper Notice and Meeting, Public Hearing, and Effective Date.

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/6/2025  
Final Approval - 11/6/2025

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 4B

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Public Hearing to obtain citizen views and comments regarding the second and final reading of Ordinance 2025-11-02, an Ordinance amending Chapter 16 – Boards, Commissions, and Committees of 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 for the Following Clauses: Findings of Fact, Inclusion in the Code of Ordinances, Cumulative, Severability, Proper Notice and Meeting, Public Hearing, and Effective Date.

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/3/2025  
Final Approval - 11/3/2025

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 4C

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Public Hearing to obtain citizen views and comments regarding the first and final reading of Ordinance 2025-11-03, an ordinance amending the City of Alpine Fiscal Year 2025-2026 Budget to recommit and appropriate funding from the Creek Trail Reserves for funds committed for a Splash Pad to the General Fund Pool Maintenance for Municipal Pool Improvements; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date.

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/6/2025  
Final Approval - 11/6/2025

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 4D

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Public Hearing to obtain citizen views and comments regarding the first and final reading of Ordinance 2025-11-04, an ordinance amending the City of Alpine Fiscal Year 2025-2026 Budget to appropriate additional funding for one seasonal employee to operate heavy equipment and assist with street projects; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date.

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/3/2025  
Final Approval - 11/3/2025

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 4E

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Public Hearing to obtain citizen views and comments regarding the first and final reading of Ordinance 2025-11-05, an ordinance amending the City of Alpine Fiscal Year 2025-2026 Budget to appropriate funding in the Hotel Occupancy Tax Fund to hire an additional part-time employee and intern for the Visitor Center; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date.

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/6/2025  
Final Approval - 11/6/2025

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 4F

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Public Hearing to obtain citizen views and comments regarding Special Use Permit 2025-11-01, a special use permit allowing the applicant, Karl Clay Brauch, to establish a short term rental at 202 N. 4th Street. The property owner of record is Karl Clay Brauch. The Parcel ID of the subject property is 11906.

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/6/2025  
Final Approval - 11/6/2025

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 5Bi

Department: Administration

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Proclamation recognizing the vital Economic and Cultural role of tourism and supporting the certification of Alpine a Tourism Friendly Community. (C. Eaves, Mayor)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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1. 11-18-2025 Tourism Friendly Texas Certified

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/3/2025  
Final Approval - 11/3/2025

# Proclamation

**By Catherine Eaves, City of Alpine Mayor**

**WHEREAS**, the City of Alpine, Texas, is strategically positioned as the cultural and economic gateway to the majestic Big Bend region, attracting visitors eager to experience the natural beauty and rich history of the Trans-Pecos; and

**WHEREAS**, tourism is the cornerstone of Alpine's economic prosperity, generating vital revenue that supports municipal services and employment for our residents; and

**WHEREAS**, based on recent market data, the travel industry accounts for an estimated \$49.6 million in direct annual spending within the city, sustaining approximately 900 jobs for community members; and

**WHEREAS**, the revenue generated through local sales tax is critical to the City of Alpine, directly funding essential services such as road maintenance, infrastructure improvements, parks, and emergency services, without which the local tax burden on residents would be significantly higher; and

**WHEREAS**, the City Council recognizes the exceptional work of Visit Alpine, TX as the official Destination Marketing Organization (DMO) and a true ambassador for the community; and

**WHEREAS**, Visit Alpine, TX expertly promotes Alpine's unique assets to thousands of potential visitors through innovative marketing campaigns, provides essential service to guests through the visitor center, and strengthens the community by administering highly competitive HOT grants to local events like Artwalk, Viva Big Bend, and the Alpine Cowboys Baseball team; and

**WHEREAS**, achieving the Tourism Friendly Texas Certified Community status will formally recognize Alpine's commitment to effective destination management, strategic reinvestment of tourism funds, and the continued professional development of our visitor experience.

**NOW, THEREFORE** I, Catherine Eaves, Mayor of the City of Alpine Texas, on behalf of the community, do hereby recognize and celebrates the profound economic and cultural impact of the tourism industry, commends the tireless efforts of Visit Alpine, TX, and fully endorses the application of Alpine, Texas, to be designated a Tourism Friendly Texas Certified Community.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 18<sup>th</sup> day of November in the Year 2025.

---

Catherine Eaves, Mayor

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 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



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**AGENDA ITEM**

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Approval of the November 4, 2025 Workshop & Regular Meeting Minutes (G. Calderon, Interim City Manager)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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1. 11-4-25 Workshop & Regular City Council Minutes

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/6/2025  
Final Approval - 11/6/2025

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

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

- A. Workshop to review the 2025-2026 Budget and determine necessary amendments. (G. Calderon, Interim City Manager)

*Mayor Catherine Eaves called the workshop 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. Mayor Eaves led the pledge of allegiance to the flags.*

**City Council Members Present:**

Mayor Catherine Eaves  
Councilor Eva Martinez  
Councilor Rick Stephens  
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  
Randy Guzman, Director of Gas Utilities

**Not Present:**

Councilor Lucy Escovedo

**Others Present:** None.

2. **CALL TO ORDER.**

*Mayor Catherine Eaves called the meeting to order at 5:30 P.M. The meeting was held at City Council Chambers located at 803 West Holland Avenue and via Zoom Videoconference in the City of Alpine, Texas. Mayor Eaves led the pledge of allegiance to the flags.*

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

**City Council Members Present:**

Mayor Catherine Eaves  
Councilor Lucy Escovedo  
Councilor Rick Stephens  
Councilor Eva Martinez  
Councilor Richard Portillo  
Councilor Robert Rückes

**City Staff and Stakeholders Present:**

Geoffrey R. Calderon, City Secretary  
& Interim City Manager  
Cynthia Trevino, City Attorney  
Darrell Losoya, Chief of Police  
Victoria Sanchez, Director of Finance  
Jessica Isley, Building Official

**Not Present:** None.

**Others Present:** 8 others.

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 29, 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](http://www.cityofalpine.com/councilcomments). Public comments may be made regarding agenda items only. Attendees must be physically present in order to address the City Council. Comments by proxy are not allowed. Public Comments are limited to 3 minutes per person. Unused time may not be yielded to other attendees. Please note that the City Council may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the Council from deliberating or taking action on an item not listed on the agenda. City Staff may ask commenters clarifying questions, respond with facts, and explain policy.*

**Public Comments:** Dale Jenkins, ward 5, addressing the City Council on the Streets Item in the City Manager Report.

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 (5:34 P.M.)**

- 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.

**Public Comments:** None.

**Close (5:35 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.

*Councilor Richard Portillo requested that Consent Agenda Item B be withdrawn.*

**RESOLUTION 2025-11-07:** On a motion by Councilor Richard Portillo and seconded by Councilor Eva Martinez to withdraw Consent Agenda Item B and to nominate Dr. Jessica Velasco for the Parks and Recreation Board, the City Council unanimously adopted the motion.

*Interim City Manager, Geoffrey R. Calderon, announced that official consideration of Jessica Velasco would be scheduled for the November 18, 2025 City Council meeting.*

- 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 time sensitive items were added.*

7. **TIME SENSITIVE ITEMS.**

8. **CONSENT AGENDA.**

- A. Approval of the October 21, 2025 Workshop & Regular Meeting Minutes (G. Calderon, Interim City Manager)
- B. Approval of the appointment of Kim Keith to the Place 1 position Parks and Recreation Board. (R. Portillo, City Council)
- C. Approval of the appointment of Ariana Valenzuela to the Place 3 position on the Parks and Recreation Board. (R. Rückes, City Council)

**RESOLUTION 2025-11-08:** On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to approve the consent agenda as presented for items A & C, the City Council unanimously adopted the motion.

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. Update regarding the status of the Old Schoolhouse by Kirsten Moody of Alpine Community Projects. (R. Stephens, City Council)

11. **INFORMATION OR DISCUSSION ITEMS.**

- A. Discussion with Sul Ross Professor Jeanne Qvarnstrom regarding City funding for the Read aloud Celebration program at Sul Ross State University. (C. Eaves, Mayor)
- B. Discussion regarding collaborative efforts between the City and the Alpine Independent School District for improvements and joint use of the Manuel Payne field at Kokernot Park. (C. Eaves, Mayor)
- C. Discuss implementing a vacant building ordinance and/or program to address long-term vacant structures in Alpine, using the City of San Antonio's model as a reference. (C. Eaves, Mayor)
- D. Discuss potential updates to Appendix A: Utilities fee schedule as previously adopted and amended by Ordinance 2021-01-02, Ordinance 2021-04-04, and subsequent resolutions. (G. Calderon, Interim City Manager)

*Mayor Eaves called for a short break (7:10 P.M.)*

*The meeting resumed (7:16 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 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)

**RESOLUTION 2025-11-09:** On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to 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 as amended by eliminating item 2 of the

amendment which is lead and copper rules compliance at \$100,000, removing item 4, Upper Hill/ Lower Hill Pump Station which is \$50,000.00 and amending item 3, Clay valve system repairs to be \$100,000.00 for total budget amendment of \$1 million dollars, the City Council adopted the amendment unanimously and then subsequently adopted the original motion as amended.

- B. Approve the first reading of Ordinance 2025-11-01, an Ordinance 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. (G. Calderon, Interim City Manager)

**RESOLUTION 2025-11-10:** On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to approve the first reading of Ordinance 2025-11-01 as presented, the City Council unanimously adopted the motion.

- C. Approve the first reading of Ordinance 2025-11-02, an Ordinance amending Chapter 16 – Boards, Commissions, and Committees of 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. (G. Calderon, Interim City Manager)

**RESOLUTION 2025-11-11:** On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to approve the first reading of Ordinance 2025-11-02 as presented, discussion ensued.

**RESOLUTION 2025-11-11A:** Councilor Rick Stephens moved that all of the boards that are only named boards be renamed advisory boards. Councilor Robert Rückes seconded. The City Council unanimously adopted the amendment. The City Council subsequently adopted the original motion as amended.

- D. Approve Resolution 2025-11-01, a resolution of the City Council of the City of Alpine, Texas, Declaring Certain Accumulated Materials Located Near the Wastewater Treatment Plant as Junk/Rubbish/Debris; Authorizing Disposition of Materials as Surplus or Salvageable Property; Determining That the Condition Constitutes a Public Nuisance; Directing Abatement and Authorizing the Orderly Disposition of Such Materials. (G. Calderon, Interim City Manager)

**RESOLUTION 2025-11-12:** On a motion by Councilor Robert Rückes and seconded by Councilor Richard Portillo to approve resolution 2025-11-01 as presented, the City Council unanimously adopted the motion.

- E. Approve Resolution 2025-11-02, a resolution appointing a representative to the Board of Directors of the Brewster County Appraisal District for a full two-year term; Providing background and context, and providing an effective date. (G. Calderon, Interim City Manager)

**RESOLUTION 2025-11-13:** On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to approve someone to the Brewster County Appraisal District Board of Directors, discussion ensued.

**RESOLUTION 2025-11-13A:** Councilor Rick Stephens made a motion to make an amendment and appoint Councilor Eva Martinez, it was seconded by Councilor Robert Rückes. The City Council adopted the amendment unanimously and then subsequently adopted the original motion as amended.

- F. Approve resolution 2025-11-03, a resolution amending Appendix D: Administrative Fee schedule to the Alpine Code of Ordinances; Establishing administrative and Civic Center rental fees; And providing for an effective date. (G. Calderon, Interim City Manager)

**RESOLUTION 2025-11-14:** On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve resolution 2025-11-03 as presented, the City Council unanimously adopted the motion.

- G. Approve Resolution 2025-11-04, a resolution establishing Appendix E: Environmental Services Fees; Directing implementation; And providing an effective date. (G. Calderon, Interim City Manager)

**RESOLUTION 2025-11-15:** On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve resolution 2025-11-04 as presented, the City Council unanimously adopted the motion.

- H. Approve Resolution 2025-11-05, a resolution amending Appendix C: Animal Services Fees; Referencing prior resolutions; Directing implementation; And providing an effective date. (G. Calderon, Interim City Manager)

**RESOLUTION 2025-11-16:** On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve resolution 2025-11-05 as presented, the City Council unanimously adopted the motion.

- I. Approve Resolution 2025-11-06, resolution authorizing the Interim City Manager to negotiate and execute contracts for electric service on behalf of the City of Alpine; Providing for limitations, ratification requirements, and an effective date. (G. Calderon, Interim City Manager)

**RESOLUTION 2025-11-17:** On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to approve resolution 2025-11-06 as presented, the City Council unanimously adopted the motion.

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.*

A. **City Mayor Report**

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

14. **CITY COUNCIL MEMBER COMMENTS.**

**RESOLUTION 2025-11-18:** On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to move into executive session, the City Council unanimously adopted the motion. (7:57 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. 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. Discuss the City Manager vacancy and next steps to filling the position. (G. Calderon, Interim City Manager)
- ii. 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 2025-11-19:** On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to move into regular session, the City Council unanimously adopted the motion. (8:57 P.M.)

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

**RESOLUTION 2025-11-20:** On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to take no action, the City Council unanimously adopted the motion.

17. **ADJOURN.**

*There being no further business, the meeting was adjourned by Mayor Eaves. (8:57 P.M.)*

**APPROVED:**

**ATTEST:**

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

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

**CERTIFICATION**

I, Geoffrey R. Calderon, do hereby certify that this notice was posted at City Hall, in a convenient and readily accessible place to the general public, and on the City website at [www.cityofalpine.com](http://www.cityofalpine.com) pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2:00 P.M. on October 29, 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 29th day of October, 2025.**

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



**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 8B

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



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**AGENDA ITEM**

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

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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1. 10-2025 OCS Report FY 2026

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/7/2025  
Final Approval - 11/10/2025

**OFFICE OF THE CITY SECRETARY**  
**OCTOBER 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.

<b>Meeting Type</b>	<b>October 2025</b>	<b>FY 2026 YTD</b>
Regular Meetings	2	2
Special Meetings	0	0
Workshops	2	2

<b>Document Type</b>	<b>October 2025</b>	<b>FY 2026 YTD</b>
Agendas Prepared/Posted	2	2
Packets Prepared/Posted	2	2
Minutes Completed/Approved	3	3

<b>Agenda Items Processed</b>	<b>October 2025</b>	<b>FY 2026 YTD</b>
Ordinances	2	2
Resolutions	4	4
Orders	0	0
Proclamations	0	0
Contracts/Agreements	4	4
Policy Revisions	0	0
General Special/Conditional Use Permit	0	0
Short Term Rental	0	0
Alcoholic Beverage Permit	0	0
Coin-Operated / Gameroom Permit	0	0
Rezone	0	0
Replat	0	0
Annexation	0	0
Variance	0	0
Board Appointments	0	0
Other	26	26

<b>Enrolled (Passed) Documents</b>	<b>October 2025</b>	<b>FY 2026 YTD</b>
Ordinances	2	2
Resolutions	4	4
Orders	0	0

**APPROVED ORDINANCES.**

*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. *The City Council approved this item on October 7, 2025.*

*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. *The City Council approved this item on October 21, 2025.*

*Ordinance 2025-10-02:* an ordinance 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. *The City Council approved this item on October 21, 2025.*

*Ordinance 2025-10-03:* an ordinance 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. *The City Council approved this item on October 21, 2025.*

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

*Resolution 2025-10-01:* approving the final Wastewater System Asset Management Plan prepared by Jacob and Martin, LLC. *The City Council approved this item on October 7, 2025.*

*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. *The City Council approved this item on October 7, 2025.*

*Resolution 2025-10-14:* a resolution amending Appendix B: Building Services Fees. *The City Council approved this item on October 21, 2025.*

*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. *The City Council approved this item on October 21, 2025.*

**UNAPPROVED RESOLUTIONS – None.****APPROVED SPECIAL USE PERMITS – None.****UNAPPROVED SPECIAL USE PERMITS – None.****APPROVED ORDERS – None.****APPROVED REPLATS – None.****APPROVED CONTRACTS / AGREEMENTS / REQUESTS FOR PROPOSALS / MISC.**

Approve the 2025-2026 Children's Advocacy Center of the Big Bend contract. *The City Council approved this item on October 7, 2025.*

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. *The City Council approved this item on October 21, 2025.*

Approve a Municipal Advisory Agreement between the City of Alpine and the Government Capital for services at the City's Municipal Advisor. *The City Council approved this item on October 21, 2025.*

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. *The City Council approved this item on October 21, 2025.*

### **WORKSHOPS & PRESENTATIONS**

10-7-25: Water Workshop Planning session to discuss upcoming water projects, financial planning, and presentation by engineering firm Jacob | Martin.

10-21-25: Wastewater Workshop: Planning session to discuss upcoming wastewater projects, financial planning, and presentation by engineering firm Jacob | Martin.

### **TRANSPARENCY IN GOVERNMENT: HEARINGS, LETTERS, & PUBLIC NOTICES**

The City held 4 public hearings in October 2025. Additionally, we sent 6 letters to owners within 200 feet of properties where proposed zoning and land use changes were being considered.

<b>Public Hearings</b>	<b>October 2025</b>	<b>FY 2026 YTD</b>
No. of Hearings Conducted	4	4

<b>Letters</b>	<b>October 2025</b>	<b>FY 2026 YTD</b>
No. of Letters Sent	6	6

<b>Official Newspaper Notices</b>	<b>October 2025</b>	<b>FY 2026 YTD</b>
Notice of Public Hearing	2	2
Notice of Passed Ordinance	2	2
Misc. Public Notice (RFP, Workshop, Etc.)	0	0

### **PUBLIC INFORMATION REQUESTS**

<b>Public Information Requests</b>	<b>October 2025</b>	<b>FY 2026 YTD</b>
Requests Received	9	9
Average Completion Time	3.1 days	3.1 days
Referred to Attorney General	0	0

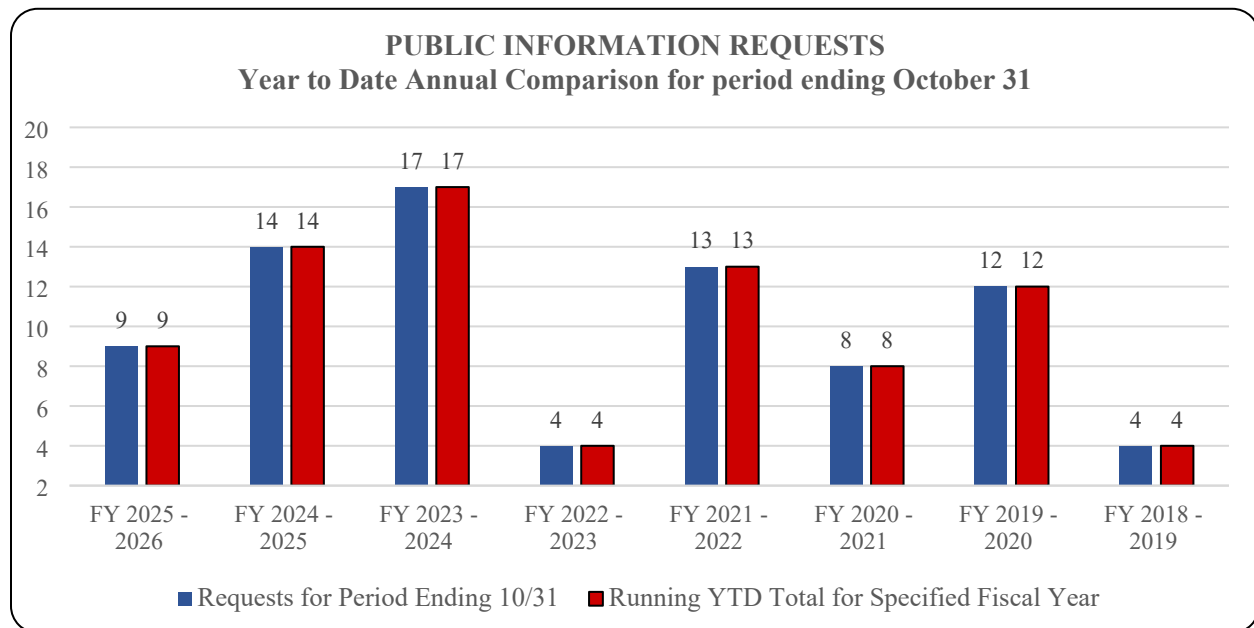
<b>Requests by Department</b>	<b>October 2025</b>	<b>FY 2026 YTD</b>
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Administration	1	1
Animal Services	-	-
Building Services / Planning / Code	-	-
Finance	1	1
Police	5	5
Public Works	-	-
Utilities	-	-
Utility Billing	-	-
Human Resources	1	1
Redirected to another agency	1	1

**PUBLIC INFORMATION REQUESTS –**

*Year to Date Annual Comparison for period ending October 31.*

Annual Comparison	Requests for Period Ending 10/31	Running YTD Total for Specified Fiscal Year
<b>FY 2025 - 2026</b>	9	9
<b>FY 2024 - 2025</b>	14	14
<b>FY 2023 - 2024</b>	17	17
<b>FY 2022 - 2023</b>	4	4
<b>FY 2021 - 2022</b>	13	13
<b>FY 2020 - 2021</b>	8	8
<b>FY 2019 - 2020</b>	12	12
<b>FY 2018 - 2019</b>	4	4



**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.

<b>Document Type</b>	<b>October 2025</b>	<b>FY 2026 YTD</b>
Agendas Prepared/Posted	1	1
Packets Prepared/Posted	1	1
Minutes Completed	1	1

<b>Board Meetings Held</b>	<b>October 2025</b>	<b>FY 2026 YTD</b>
Animal Advisory Board	0	0
Hotel Occupancy Tax Committee	0	0
Music Advisory Board	1	1
Parks and Recreation	0	0
Planning & Zoning	0	0
Building & Standards	0	0

**Animal Advisory Board** – None.

**Hotel Occupancy Tax Committee.** – None

**Music Advisory Board**

The Music Advisory Board met on October 28<sup>th</sup> to discuss:

*Festival Sponsorships:* Discussed recent sponsorships, new Music Friendly Community logo, and opportunities for logo presence at additional events and venues.

*Music Venue Tax Rebate Program:* Discussed ‘The Ritchey’s’ application for the rebate program and the possibility to use the rebate program to encourage other area venues to improve their support of live music.

*Music Industry Database / Mailing List:* Discussed the signup form and QR code for a regional music industry contact list and ways to use the list to build community and assist our musicians, including a series of Music Industry Night mixers/workshops in different communities.

**Parks & Recreation Board.** – None

**Planning & Zoning Commission.** – None.

**Building & Standards Commission** – None.

**BOARD APPOINTMENTS, RESIGNATIONS, AND VACANCIES.**

**BOARD APPOINTMENTS** – None.

**BOARD RESIGNATIONS / REMOVAL**

**Parks & Recreation Board**

Place 5: Herman Acosta

**Planning & Zoning Committee**

Place 4: Tara Gaugler

**BOARD VACANCIES**

**Parks & Recreation Board**

Place 5

**Building & Standards**

Place 6

Place 7

**TRAINING ACTIVITY & SPECIAL EVENTS** — None.

**ELECTION ACTIVITY** – None.

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 8C

Department: City Council

Sponsor: Lucy Escovedo, Councilor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



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**AGENDA ITEM**

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Approval of the appointment of Gerri Davis to the Place 4 position on the Planning & Zoning Commission and termination of the member's appointment to the Building & Standards Commission in accordance with Sec.16-334 of the Alpine Code of Ordinances. (L. Escovedo, City Council)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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1. Gerri Davis application\_Redacted

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**BUDGET CONSIDERATIONS**

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

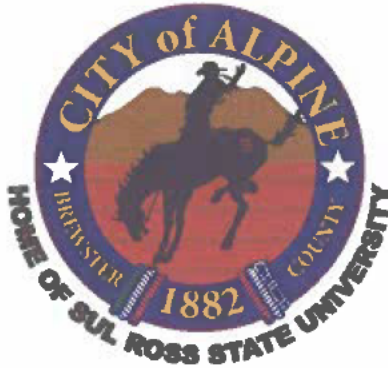
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**APPROVERS**

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

Approved - 11/4/2025  
Final Approval - 11/6/2025



RECEIVED

AUG 29 2022

BY: [Signature]

**CITY OF ALPINE  
ADVISORY BOARDS & COMMISSIONS QUESTIONNAIRE**

Name: Gerri L. Davis

Street Address: 203 S. Cockrell St

City, State & Zip: Alpine, TX, 79830

Phone Number: \_\_\_\_\_

E-Mail: NONE

Occupation: House wife

How long have you been a resident of or involved with Alpine?: 26 years

Are you a qualified voter of the City of Alpine?: yes

Board or Commission you have interest in servicing on: Building and Standards Commission

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

I'm married to a local boy. I have a GED, a vocational degree in commercial art and advertising and 3 years community college. Worked retail, construction (Highway), I was

on this commission when it started up in Aug. of 2017 and I was the only female. I believe in the people and Alpine. I just want to help.

Please state why you wish to service the City of Alpine as a member of a board or commission:

I think I can help in some small or large way.

Do you currently, or have you in the past served the City of Alpine? Yes  No:

If yes, in what capacity? I was Vice Chair on Building and Standards

How long? for 3 years give or take. Before covid.

Do you receive any compensation from the City of Alpine or are there any potential conflicts of interest if you serve the City of Alpine? Yes  No:

If yes, please explain: \_\_\_\_\_

Signature: 

Date: 8/29/2022

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 8D

Department: City Council

Sponsor: Richard Portillo, Councilor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



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**AGENDA ITEM**

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Approval of the appointment Jessica Velasco to the Place 1 position on the Parks and Recreation Board. (R. Portillo, City Council)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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1. J. Velasco Parks Board\_Redacted

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/4/2025  
Final Approval - 11/6/2025

# ADMINISTRATION: BOARDS & COMMISSION APPLICATION

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Print

Del

**Submitted by:** Jessica Velasco

**Submitted On:** 2025-10-15 13:01:35

**Submission IP:** 65.65.157.108 (172.31.22.40)  
proxy IP (raw IP)

**Status:** Open

**Priority:** Normal

**Assigned To:** Geo Calderon

**Due Date:** Open

## Attachments

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- [CV 2025 Jessica Velasco.pdf](#) - 2025-10-15 01:01:42 pm



## CITY OF ALPINE ADVISORY BOARDS & COMMISSIONS QUESTIONNAIRE

### Qualities that make a great board member:

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

### What the City should provide to board members:

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

### Board Chairperson:

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

\* **First Name**

Jessica

\* **Last Name**

Velasco

\* **Street Address**

500 E. Harriet

\* **City**

Alpine

\* **State**

TX

\* **Zip code**

79830

\* **Email Address**

\* **Phone**

\* **Occupation**

SRSU professor

\* **Are you a resident of Alpine, Texas?**

**Yes**

**No**

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

17 years

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

**Yes**

**No**

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

**Yes**

**No**

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

Parks and Recreation

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

Education: BA in political science and MS in Educational Administration from Texas A&M University; Doctor of Public Administration from Valdosta State University Work Experience: I have worked in higher education my entire career, at various universities, both inside and outside of the classroom. I also have several years of experience working for a private property management company (that provided the housing for TAMU-CC). I have served in various volunteer roles in the community and in my church (youth soccer, funeral ministry, appraisal review board, etc). Years ago, I spent a lot of time volunteering for the Big Bend Parks and Recreation for Kids nonprofit. We did all sorts of fundraisers to raise money to improve the local parks. I am also a parent and resident of Alpine.

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

As a parent, resident of Alpine, and person who really takes advantage of outdoor spaces in an area, I care about parks and recreation in our area, and I think I can provide a valuable perspective to the board.

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

**Yes**

**No**

**If yes, in what capacity?**

**How long?**

I have never been in an official role with the city.

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

**Yes**

**No**

**If yes, please explain:**

**Upload a File (Optional)**

No file chosen

**Upload a File (Optional)**

No file chosen

**Upload a File (Optional)**

No file chosen

**Upload a File (Optional)**

No file chosen

. . .

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

**\* Electronic signature**

Jessica Velasco

Please type full name

**\* Date**

10/15/2025

Format: MM/DD/YYYY

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

**Option 1**

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 8E

Department: City Council

Sponsor: Lucy Escovedo, Councilor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



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**AGENDA ITEM**

---

Approval of the appointment of Manuel Garcia to the Place 4 position on the Parks and Recreation Board. (L. Escovedo, City Council)

---

**EXECUTIVE SUMMARY**

---

None

---

**SUPPORTING MATERIALS**

---

1. MANUEL GARCIA- PARKS BOARD APPLICATION\_Redacted

---

**BUDGET CONSIDERATIONS**

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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 - 11/6/2025  
Final Approval - 11/6/2025



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

PLEASE FIND ATTACHMENT

*Please contact the Office of the City Secretary or your Council Representative with any questions.*

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

Yes \_\_\_\_\_ No

If yes, in what capacity?

If yes, how long did you serve? Please provide dates ranges of if possible:

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

Yes \_\_\_\_\_ No

If yes, please explain:

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

Signature:  \_\_\_\_\_

Date: NOV 03 2025

*Please contact the Office of the City Secretary or your Council Representative with any questions.*

November 3, 2025

**PARKS AND RECREATION BOARD APPLICATION**

To Whom It May Concern:

Considering my background in Real Estate and Property Management, I think that I can be of good service to our beautiful community. I possess a strong foundation in development and management. I have a great urge to be of service to our city. As you know I am building my legacy for my children. Alpine has become our Homestead. There are many things and family history that tie me to this beautiful land. I have a need to have real purpose in my life. Serving The City Of Alpine, aligns with my values. I am eager to serve our community.

I was dwelling on my mind over my busy week, about community spaces and infrastructure designed with sustainability in mind. I am passionate about community engagement and green spaces. I hope that my thoughts align with this honorable Board of Parks and Recreation.

Here are some ideas that I would like to incorporate;

- 1.- Incorporate technology like smart benches, solar powered charging stations, and interactive educational displays.
- 2.- Create community programs like outdoor fitness classes, nature workshops, art sessions and music concerts.
- 3- Improve and develop dog parks or pet friendly areas with amenities like dog fountains and waste stations.
- 4.- Offer amenities like free Wi-Fi, outdoor movie nights or community events.
- 5.- Incorporate accessible playground for neurodiverse individuals, sensory gardens and calming spaces for those in the autistic spectrum. Our senior community would also benefit from activities like Tai Chi.
- 6.- Develop Partnerships with our School District, community groups and businesses to program more events and activities.

I do have some more ideas, but I hope that with these listed...I may resonate with you.

Sincerely,

  
Manuel R. Garcia

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 8F

Department: City Council

Sponsor: Lucy Escovedo, Councilor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



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**AGENDA ITEM**

---

Approval of the appointment of Manuel Garcia to the Place 4 position on the Building & Standards Commission. (L. Escovedo, City Council)

---

**EXECUTIVE SUMMARY**

---

None

---

**SUPPORTING MATERIALS**

---

1. MANUEL GARCIA- B&S APPLICATION\_Redacted

---

**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 - 11/6/2025  
Final Approval - 11/6/2025



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

PLEASE FIND ATTACHMENT

Please contact the Office of the City Secretary or your Council Representative with any questions.

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

Yes \_\_\_\_\_ No

If yes, in what capacity?


If yes, how long did you serve? Please provide dates ranges of if possible:

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

Yes \_\_\_\_\_ No

If yes, please explain:

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

Signature:  \_\_\_\_\_

Date: NOV 10 31 2025

Please contact the Office of the City Secretary or your Council Representative with any questions.

November 3, 2025

**BUILDING AND STANDARDS BOARD APPLICATION**

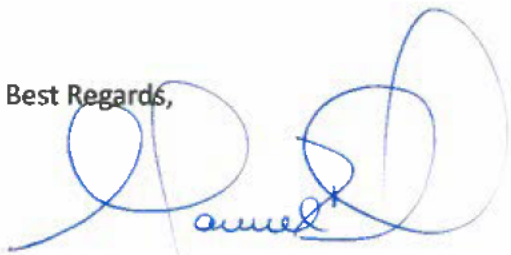
To Whom It May Concern:

Given my background in Real Estate and Property Management among other past experiences, I believe that they could be of great value to this Board. They align with my interests and values. I want to contribute on this board for the betterment of our city. I believe it is a good fit. I would like to focus on ensuring that our buildings and infrastructures are safe and that they meet our standards, which directly impacts people's safety and security. To make people's lives happy, safe, and secure would serve my whole purpose. I believe that my experience will help significantly to inform decision making.

I want to thank You all for reading my application and for considering me for this opportunity to serve.

Please Feel free to contact me at any time.

My Best Regards,



Manuel R. García

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 8G

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



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**AGENDA ITEM**

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Approval of Special Use Permit 2025-11-01, a special use permit allowing the applicant, Karl Clay Brauch, to establish a short term rental at 202 N. 4th Street. The property owner of record is Karl Clay Brauch. The Parcel ID of the subject property is 11906. (G. Calderon, Interim City Manager)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

---

1. STR 2025-11-01 Casa Piedra - 202 N 4th St\_Redacted

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**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 - 11/10/2025  
Final Approval - 11/10/2025

STR License

Denied

Application number

Application date

2025-07-27

Applicant name

Clay Brauch

> Collapse details

Denied

Send license

Edit

License settings

Property Address 202 N 4TH ST ALPINE TX 79830 Property ID 11906

Permit Held By Owner Application Date 2025-07-27

Permit Holder First Name Clay Last Name Brauch Company Name Brawler Built LLC Phone Number Email Mailing Address 202 N 4th St Alpine TX 79830

Property Manager First Name Clay Last Name Brauch Company Name Brawler Built LLC Phone Number Email Mailing Address 202 N 4th St Alpine TX 79830

Property Owner(s) Property Owner #1 First Name Clay Last Name Brauch Company Name Brawler Built LLC Phone Number Email Mailing Address 202 N 4th St Alpine TX 79830

Local Representative First Name Clay Last Name Brauch Company Name Brawler Built LLC Phone Number Email Mailing Address 202 N 4th St Alpine TX 79830

Verification Documents

Letter letter\_notification\_2025-07-28-041318.jpeg Floor Plan floor\_plan\_2025-07-28-041319.jpeg Parking Plan Requirement parking\_spaces\_2025-07-28-041320.jpeg

Applicant's Driver's License drivers\_license\_2025-07-28-041320.jpeg Proof of STR Property Ownership and/or authorization from property owner proof\_of\_ownership\_2025-07-28-041320.jpeg Info Sheet additional\_requirements\_form\_2025-07-28-041320.jpeg drivers\_license\_2025-07-28-041320.jpeg

Supplemental Questions

Collapse all

How many bedrooms are in your short-term rental? ^

3

How many off-street parking spaces are available in your short-term rental? ^

2

Is this short-term rental your primary residence? ^

No

What is your taxpayer ID? ^

Are you registering a hotel property? ^

Yes

STR License

Fire Inspection

License holder

Clay Brauch

> Collapse details

Fire Inspection

Send license

Edit

License settings

Property Address 202 N 4TH ST ALPINE TX 79830 Property ID 11906

Permit Held By Application Date Owner 2025-09-29

Permit Holder

First Name Last Name Company Name Phone Number Email Mailing Address Clay Brauch Brawler Built LLC 202 N 4th St Alpine TX 79830

Property Manager

First Name Last Name Company Name Phone Number Email Mailing Address Clay Brauch Brawler Built LLC 202 N 4th St Alpine TX 79830

Property Owner(s)

Property Owner #1 First Name Last Name Company Name Phone Number Email Mailing Address Clay Brauch Brawler Built LLC 202 N 4th St Alpine TX 79830

Local Representative

First Name Last Name Company Name Phone Number Email Mailing Address Clay Brauch Brawler Built LLC 202 N 4th St Alpine TX 79830

Verification Documents

Letter letter\_notification\_2025-09-29-175059.jpeg Floor Plan floor\_plan\_2025-09-29-175100.jpeg Parking Plan Requirement parking\_spaces\_2025-09-29-175100.jpeg

Applicant's Driver's License drivers\_license\_2025-09-29-175100.jpeg Proof of STR Property Ownership and/or authorization from property owner proof\_of\_ownership\_2025-09-29-175100.jpeg Info Sheet additional\_requirements\_form\_2025-09-29-175101.jpeg

Supplemental Questions

Collapse all v

How many bedrooms are in your short-term rental? ^

3

How many off-street parking spaces are available in your short-term rental? ^

2

Is this short-term rental your primary residence? ^

No



## TRANSIENT/SHORT TERM RENTAL INSPECTION CHECKLIST

**Initial inspection:**

At the time of initial application, the short-term rental shall be inspected by the Building Official or designee. The purpose of this inspection is to assure conformance of the dwelling unit with the International Residential Code, Property Management Code and the City of Alpine Short-Term rental ordinance, related to potential safety issues and to establish maximum occupancy, including but not limited to an approved means of egress from every bedroom. A follow up inspection is included in the initial fee. Any further inspections will cost \$80.00 each. An inspection won't occur until all required documents have been received by the city.

PROPERTY OWNER:	Clay Brauch
PROPERTY ADDRESS:	202 N 4th St
PROPERTY OWNER PHONE:	
LOCAL REPRESENTATIVE:	
LOCAL REPRESENTATIVE PHONE:	SAME AS OWNER

**GENERAL REQUIREMENTS:**

- PARKING DIAGRAM APPROVED: YES  NO
- House Numbers installed and clearly visible from the street.
  - Smoke alarms installed in all sleeping rooms.
  - Carbon Monoxide detectors as required by Fire Code
  - Fire Extinguisher visibly labeled or displayed.

*(1-A-10-BC rating required)*

**SANITATION:**

- All plumbing fixtures connected to sanitary sewer with approved P-Traps.
- All plumbing fixtures connected to approved water supply with hot & cold water.
- No signs of mold or mildew on wall surfaces.
- No signs of infestation from rodents or insects.
- All sanitary facilities installed and maintained in a safe and sanitary condition.

**SAFETY:**

- Basement & all sleeping rooms are provided with windows designed to meet egress standards or exterior doors.
- All stairs, decks, and balconies over 30" in height are provided with approved guardrails.
- Requirements of the IBC & IRC are met for dwelling units.
- Dwelling has no broken windows or doors.
- No broken, rotted, split, buckled of exterior wall or roof coverings that affect the protection of the structural elements behind them.

NUMBER OF OCCUPANTS APPROVED: YES  / NO

OCCUPANT LOAD TOTAL: 8

**MECHANICAL:**

- Every habitable room contains at least two electrical outlets and light fixtures.
- All electrical equipment, wiring, and appliances have been installed and are in safe manner.
- Dwelling is equipped with heating facilities in operating condition.
- All solid fuel burning appliances are installed per applicable codes, maintained in a safe working condition.
- Dwelling has proper ventilation in all rooms and areas where all fuel burning appliances are installed.

**STRUCTURAL:**

- Dwelling has no sags, splits or buckling of ceiling, roofs, roof supports or other horizontal members due to defective material or deterioration.
- No split, lean, list, or buckle of dwelling walls, partitions other vertical supports due to defective material or deterioration.
- No evidence of decay or damage to exterior or decks.

<b>NOTES:</b>

*Any of the above items which have been checked must be corrected and re-inspected prior to the issuance of a transient/ short-term rental permit.*

**To request an inspection please call (432) 837-3281**

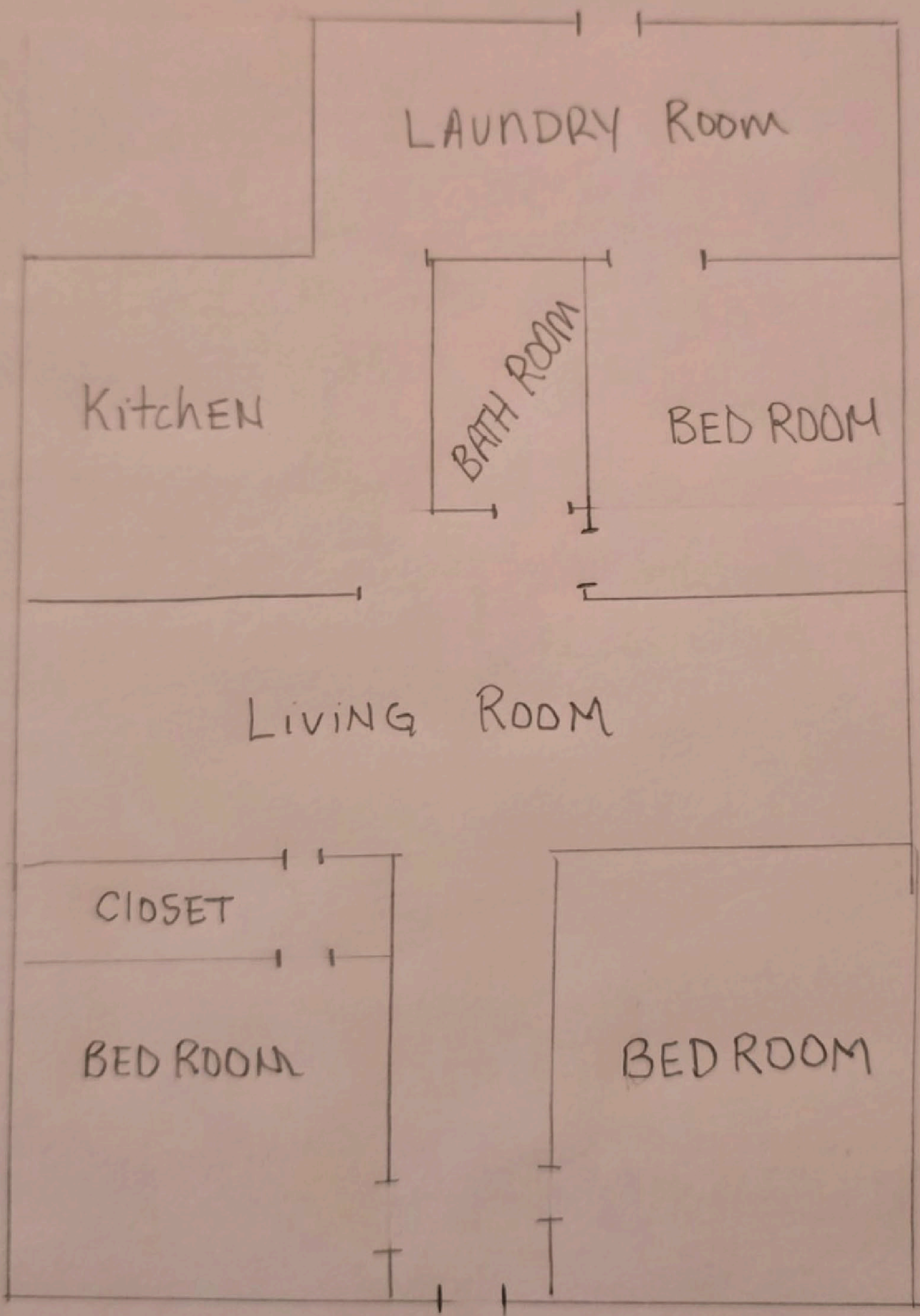
INSPECTED BY:	Jessica Isley	APPROVED <input checked="" type="checkbox"/>	10/21/2025
DATE:		RE-INSPECTION REQUIRED:	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

The property located at 202 N 4<sup>th</sup> St Alpine Tx 79830 will be used as a short rental.

This property will be listed on Air B&B and VRBO. We do not live at the property and its sole purpose and usage will be as a short-term rental.

Clay Brauch







# CONTACTS

## YOUR HOST -



**BIG BEND REGIONAL MEDICAL CENTER - 432-837-3447**

**2600 N HWY 118 ALPINE, TX 79830**



**ALPINE POLICE DEPARTMENT - 432-837-3486**



**ALPINE FIRE DEPARTMENT - 432-837-2366**

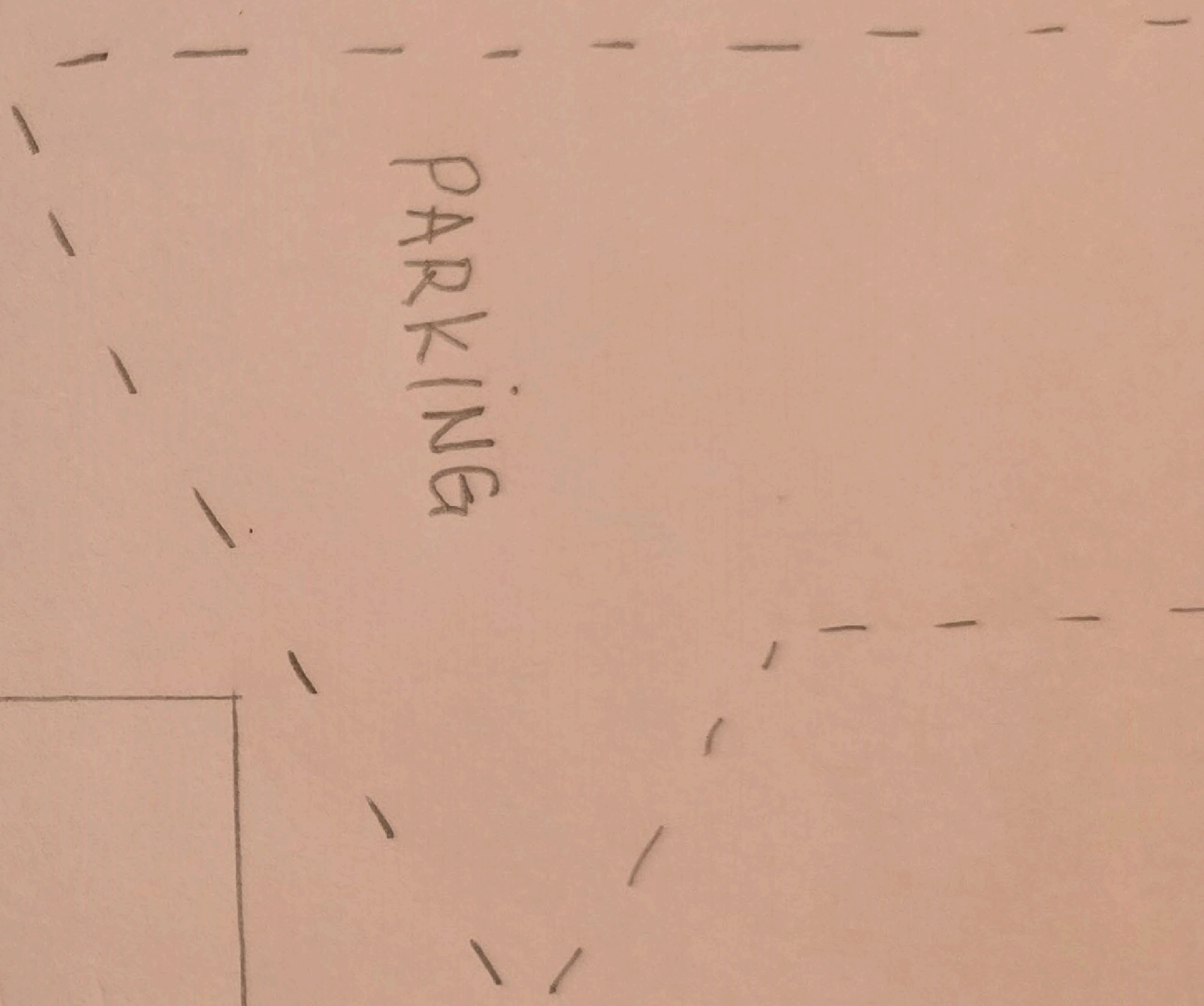
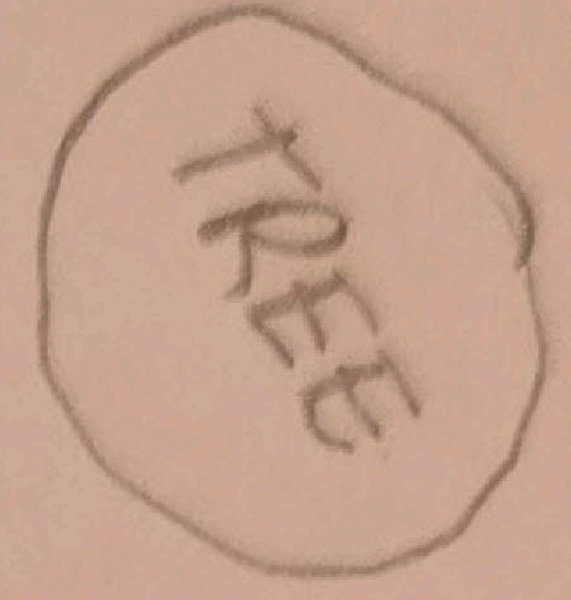
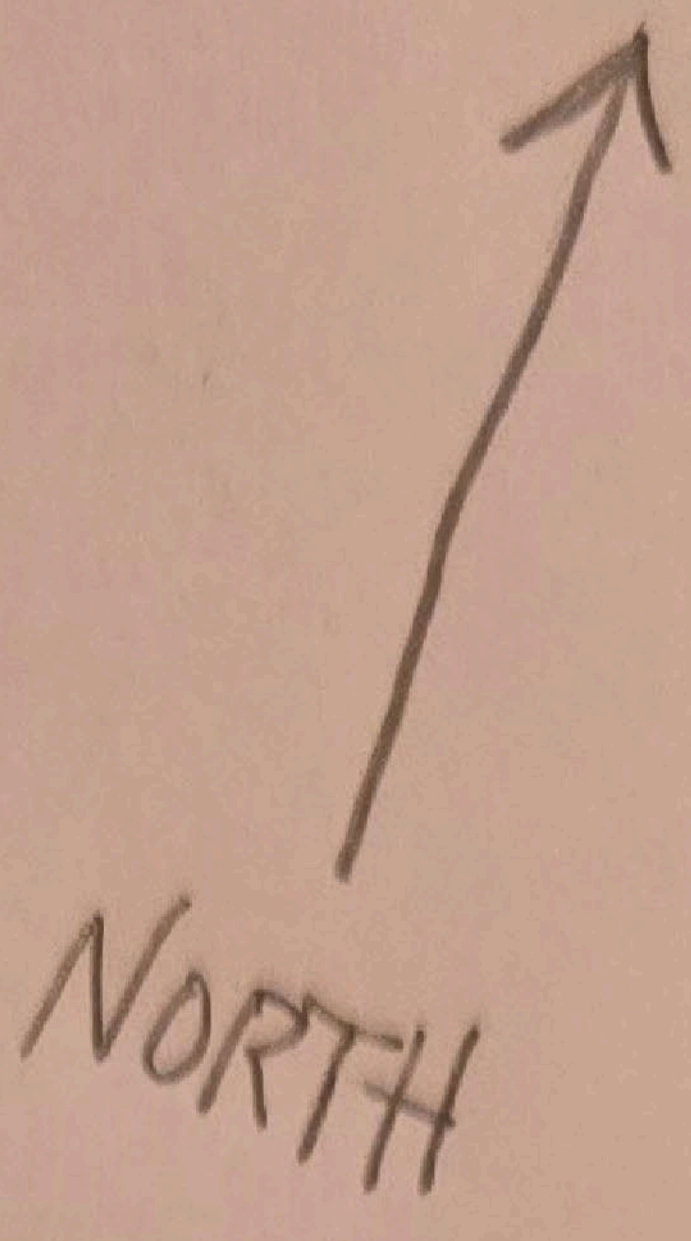
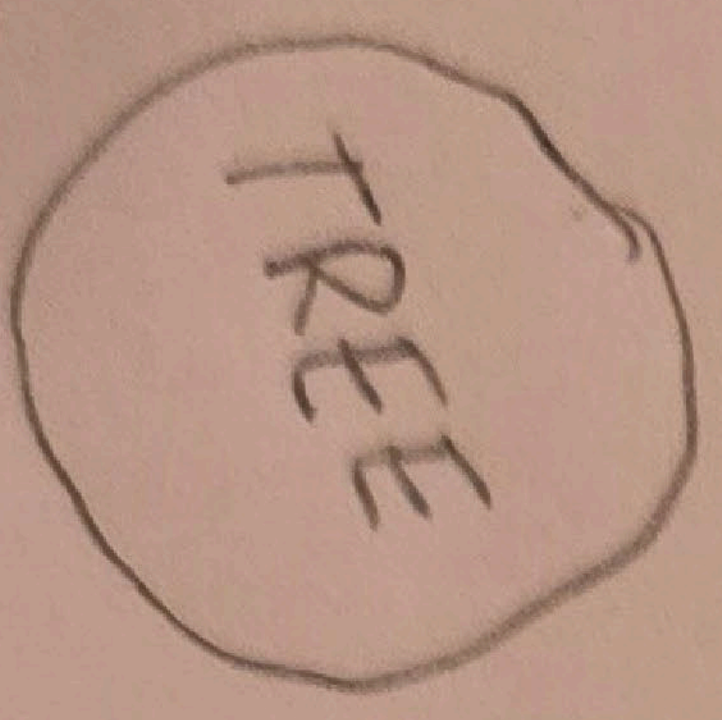
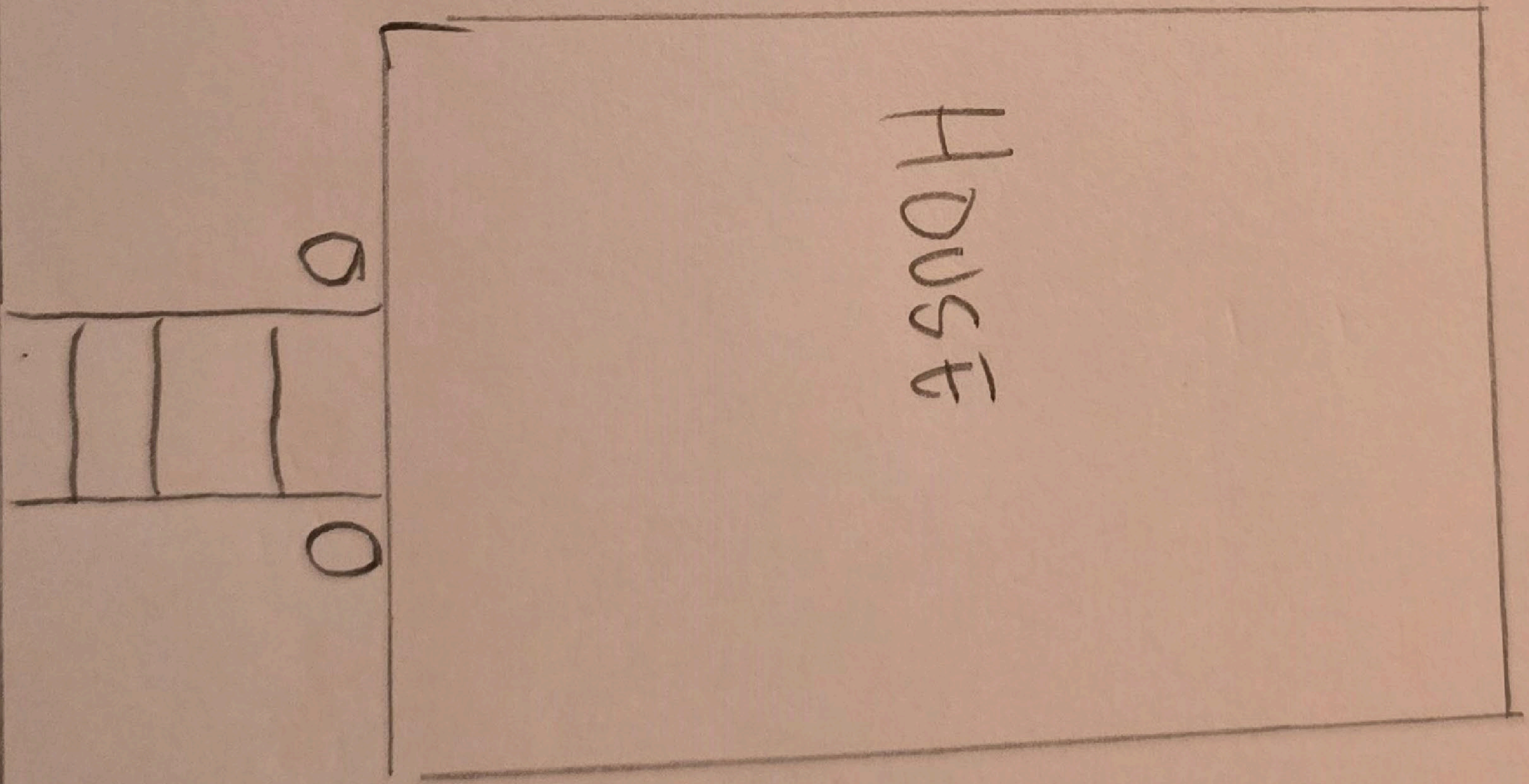


**BREWSTER COUNTY SHERRIFF'S OFFICE -**

**432-837-3488**



NORTH 4th ST



Sylvia Vega  
 Phone: 432-837-2214  
 Fax: 432-837-3871

Brewster County Tax Office

# 2024 TAX STATEMENT

STATEMENT NUMBER

2144

PROPERTY ID NUMBER

11906

<http://www.brewstercotad.org>

<b>NAME &amp; ADDRESS</b>		<b>PROPERTY DESCRIPTION</b>			<b>PROPERTY GEOGRAPHICAL ID</b>	
Owner ID: [REDACTED] BRAUCH KARL C 2 LOS RANCHOS EST ALPINE, TX 79830-8000		OT, BLOCK 18, LOT 8  Acreage: 0.1010 Type: R			973600180008000000	
Pct: 100.000%					<b>PROPERTY SITUS / LOCATION</b> 202 N 4TH ST ALPINE, TX 79830	
<b>LAND MARKET VALUE</b>	<b>IMPROVEMENT MARKET VALUE</b>	<b>AG/TIMBER USE VALUE</b>	<b>AG/TIMBER MARKET</b>	<b>ASSESSED VALUE</b>		
60,048	115,651	0	0	175,699		

100% Assessment Ratio

Appraised Value: 175,699

Taxing Unit	Assessed	Homestead Exemption	OV65 or DP Exemption	Other Exemptions	Freeze Year and Ceiling	Taxable Value	Rate Per \$100	Tax
Alpine ISD	175,699	0	0	0		175,699	0.9702000	1
Big Bend Regional Hospital	175,699	0	0	0		175,699	0.0660910	
Brewster County	175,699	0	0	0		175,699	0.3494220	
City of Alpine	175,699	0	0	0		175,699	0.4392050	

Total Taxes Due By Jan 31, 2025



To Pay Online  
 Visit [www.officialpayments.com](http://www.officialpayments.com)

To Pay by Phone  
 Call 1-800-272-9829  
 (Use Jurisdiction Code 6696)

Penalty & Interest if paid after Jan 31, 2025

If Paid in Month	P&I Rate
February 2025	7%
March 2025	9%
April 2025	11%
May 2025	13%
June 2025	15%

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 8H

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



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**AGENDA ITEM**

---

Approve the Chief of Police Job Description. (G. Calderon, Interim City Manager)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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1. Chief of Police
- 

**BUDGET CONSIDERATIONS**

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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 - 11/10/2025  
Final Approval - 11/10/2025

**City of Alpine  
Chief of Police**

**DEPARTMENT:** Police  
**FLSA:** Exempt  
**PAY GRADE:** 115

**RESPONSIBILITIES OF POSITION:**

Reporting to the City Manager, the Chief of Police is responsible for the planning, direction, and control of all activities of the Police Department. Responsibilities extend to setting policy, supervising, training, and disciplining members of the department

**EXPERIENCE, EDUCATION, and/or TRAINING:** A minimum of a Bachelor's Degree, with significant course work in criminal justice, homeland security, or public administration is required and eight (8) years of progressively responsible law enforcement experience preferably in a Municipal setting. Previous experience as a Police Chief or Assistant Police Chief preferred.

**Licenses and Certificates:** This position requires a Texas Class "C" Driver's License. Master Peace Officer Certification through Texas Commission on Law Enforcement (TCOLE). Instructor Certification required. Crime Scene Investigator Certification required.

**Special Consideration:** Work rotating shifts, flexible hours, weekends, holidays, and extended hours. Must reside within a 15 miles radius of the City of Alpine.

**ESSENTIAL FUNCTION STATEMENT:**

- Performs all the essential duties and responsibilities as outlined in all subordinate ranks at the Police Department.
- Plans, organizes, coordinates, and directs through appropriate police personnel, all city police functions including patrol, law enforcement, investigation, police communications, animal control, community and administrative services.
- Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the department.
- Represents the city and the Police Department and works closely with citizen groups, public and private officials, and outside agencies to ensure effective delivery of law enforcement services.
- Establishes and maintains a working environment conducive to positive morale, quality, creativity, and teamwork.
- Presents departmental issues and recommendations on major issues requiring policy direction to the City Manager.
- Exercises sound independent judgment within general policy and administrative guidelines.
- Maintains liaison with appropriate County, State, and Federal agencies.
- Attends City Council Meetings and advisory board meetings as needed and responds to questions and complaints from General Public.

- Prepares a variety of written, statistical, and financial reports, and prepares and presents agenda items for City Council.
- Develops the annual budgets and capital improvement needs in support of long-range planning of City capital improvement plans or initiatives for each department with assistance from the various departments, and collectively monitor the progress of the budget throughout each fiscal year.
- Participates in the City's strategic planning efforts and addressing citywide policy and management issues.
- Participates with Human Resources in various personnel matters including; hire, assign, supervise, and evaluate managers and staff. Assist with hiring and evaluation of other City personnel and ensure that his/her and all employees under his/her direction, complies with the City's Personnel and Policy Rules and Regulations, safety and security standards.
- Serves as liaison to other City departments and outside organizations; respond to information requests, general citizen inquiries, and ensure positive public relations and excellent customer service.
- Assists with city functions and special events.
- All other duties as assigned.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

- Knowledge of Texas criminal justice and court systems, and the principles of criminal justice records management. Including duties, authorities, and limitations of a Police Officer.
- Knowledge of basic law enforcement methods and procedures, including case laws governing arrest, rules of evidence, probable cause, use of force, custody of evidence and property and search and seizure.
- Knowledge of city, state, or federal regulations and City ordinances, rules, regulations and standards.
- Knowledge of research methods.
- Knowledge of public relations methods.
- Knowledge of municipal financial planning, budgeting and management.
- Knowledge of proper safety practices, procedures, and regulations applicable to work being performed.
- Skills in resolving problems or situations requiring the exercise of good judgment.
- Skills in creating a professional department that is progressive, proactive and result driven and lead staff to provide an inclusive workplace that fosters the development of others, facilitates cooperation and teamwork and supports constructive resolution of conflicts.
- Skills in interpreting and applying criminal laws to information, evidence, and other data compiled.
- Skills in investigative and interrogative procedures, and protocols for observation of critical details.
- Ability to effectively manage situations requiring diplomacy, fairness, firmness, and sound judgment, exercising controlled discretion, and mediating difficult situations.

- Ability to understand the general geography of Brewster County and the surrounding counties, and a thorough knowledge of the geography and characteristics of the City of Alpine; quickly interpreting computerized and physical maps, including identifying major landmarks and streets.
- Ability to work effectively and calmly in stressful and pressured emergency situations, while prioritizing workload and adopting effective courses of action.
- Ability and proven experience in developing and leading teams of people to accomplish Police Department tasks, setting goals and objectives, work organization, delegation and employee supervision.
- Ability to operate a motor vehicle through City traffic.
- Ability to communicate effectively, both orally and in writing, in a clear and professional manner.
- Ability to establish and maintain effective working relationships with coworkers, officials, customers, other city departments, and the general public.
- Ability to exercise sound independent judgment within general policy and administrative guidelines

**PHYSICAL ABILITIES:**

- Ability to exert up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

**WORK ENVIRONMENT:**

- Work is performed in both an office and field environment.
- Exposure to irate members of the public.

*Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.*

**ACKNOWLEDGEMENT**

As evidenced by my signature below, I have read my job description and have fully understood my duties and responsibilities related to my employment with the City of Alpine. I also acknowledge that I am qualified to perform these duties and, with or without reasonable accommodation, can perform the essential functions of this position as described. Further, I understand that if, at any time, I am unclear as to what my job duties and responsibilities are, or

what is expected of me, I will notify management immediately to interpret these duties and expectations.

---

*Employee Signature & Date*

---

*Employee's Printed Name*

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 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



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**AGENDA ITEM**

---

Tourism Update by Director of Tourism, Chris Ruggia. (G. Calderon, Interim City Manager)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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1. 2025-11-18 Tourism Report
- 

**BUDGET CONSIDERATIONS**

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

---

**APPROVERS**

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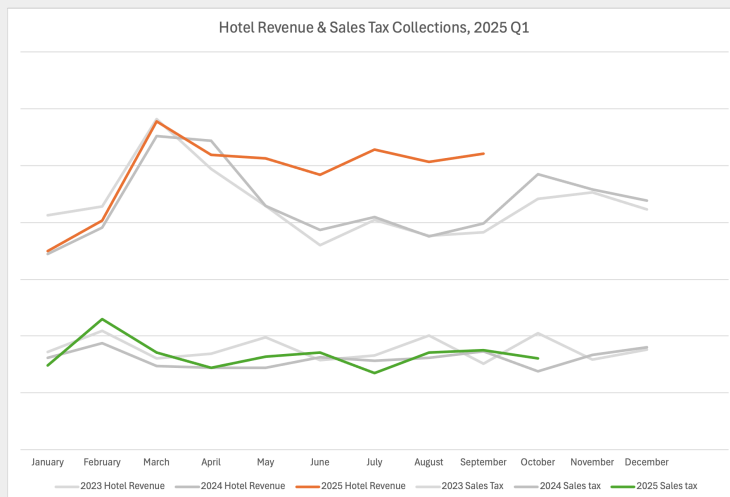
Alexandra Tackett, Deputy City Secretary  
Geoffrey R. Calderon, City Secretary

Approved - 10/28/2025  
Final Approval - 10/28/2025

# 2025 Quarter 3 Tourism Report



## Hotel Revenue & Sales Tax, 3rd Quarter 2025



## Co-op Advertising Campaigns



## Co-op Advertising Campaigns

### **2025-2026 Digital Ad Campaigns**

- Omni Channel (display, online video, audio)
- Programmatic Social Stories
- YouTube
- Mobile CPC (per click)
- Mobile Speed Targeting (travelers)
- Pandora audio & display
- Connected TV (Hulu, Netflix, etc)

## Co-op Advertising Campaigns

### 2025-2026 Travel Texas Promotions

*(LIMITED AVAILABILITY)*

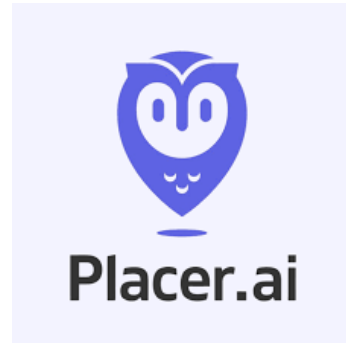
- Email Newsletter
- Online Trip Builder
- Article on Travel Texas website
- Social Posts
- In-state Media Mission (Austin, February)  
*Heather Yadon will attend*

## Tourism Friendly Certification



- Already Music and Film “Friendly”
- Heather taking point on process
- January target for completion

## Visitor Dashboard Considerations

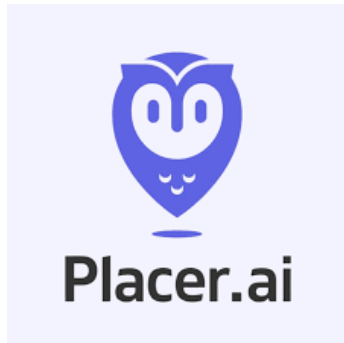


## Visitor Dashboard Considerations



- Co-op with Marfa
- Good for ad strategy
- Very poor for event performance

## Visitor Dashboard Considerations



- Good for event performance
- Excellent strategic consultant
- Higher cost (economic development?)

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 10B

Department: Office of the City Manager

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Alpine Public Library Update by Executive Director Don Wetteraur. (G. Calderon, Interim City Manager)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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1. September 2025

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/6/2025  
Final Approval - 11/6/2025

# Between the Lines

"I have always imagined that paradise will be a kind of library." — Jorge Luis Borges  
"I always felt, in any town, if I can get to a library, I'll be OK." — Maya Angelou  
"The America I love still exists at the front desks of our public libraries." — Kurt Vonnegut

ALPINE PUBLIC LIBRARY

September 2025

## What's Happening at Alpine Public Library?

There's always something happening at Alpine Public Library. Claudia Miranda Fuentes started as Youth Services Librarian several months ago. We found out in late July that her husband was being transferred to New Mexico, so they are moving. Claudia was at the library long enough to complete a successful Summer Reading Program. As it happened, we had some interested candidates apply for the position. After interviews and discussions, Casey Costa, one of our current employees, was selected as the next Youth Services Librarian.

Casey has been at the library, with some time away to have a couple of kids, since February of 2019. She is now developing her own programs. In addition to the regular Toddler Time, she is planning Tinkercad and 3-D printing after-school programs. Plans are being developed for a regular craft program for the under-10 crowd. We still hope to increase library

usage by teens and young adults and will work on developing programs for that age group. All other age groups are well represented at the library. We're always looking for new program ideas. If you have any, let us know.

The adult education program continues to roll along. We had another graduation in July with four graduates and a nice crowd to help celebrate. We currently have another three students at various stages of completion.

So, another graduation may happen soon. We plan to keep the adult education program going in spite of significant cuts in state and federal funding.

As always, many thanks to our very supportive community of library lovers. Your help goes a long way toward making Alpine Public Library a great resource for the Big Bend area of Far West Texas.

—Don Wetterauer, *MLS, PhD*  
*Executive Director*



## Board of Directors

### Officers

Kay Tscheyka, President  
Vice President, Open  
Cathy Lammons, Secretary  
Susie Celaya, Treasurer  
Maggie Bootman, Past President

### Directors

Judy Bowers  
Greg Henington  
Kathy Johnson  
Rick Stephens

## Library Staff


Don Wetterauer  
Executive Director  
don@alpinepubliclibrary.org  
Christine Cavazos  
Technical Services Librarian  
tech@alpinepubliclibrary.org  
Casey Costa  
Youth Services Librarian  
casey@alpinepubliclibrary.org  
Joseline Cintrón  
Circulation Librarian  
joseline@alpinepubliclibrary.org  
Nan Hatty Edwards  
Circulation Librarian  
nanhatty@alpinepubliclibrary.org  
Sabrina Maloney  
Circulation Librarian  
sabrina@alpinepubliclibrary.org  
Sherri Gilbert  
Circulation Librarian  
sherri@alpinepubliclibrary.org  
Bianca Barrera  
Adult Education Coordinator  
biancab@alpinepubliclibrary.org

# Yoga with Bailey Zumba Yarn Art

## Special Donations

In Memory of:	From:
Marshall McCall	Cathy & JD Lammons
Beth Collins	Kathy & Billito Donnell
	Cathy & JD Lammons

# Re-Reads



## Gently Used Books

A Project of the Alpine Public Library

Monday–Friday 10 AM–4 PM  
Saturday 10 AM–1 PM

Amazon Storefront

[aplmembers.org/aplrereads](http://aplmembers.org/aplrereads)

**SALE!**

Cookbooks, in  
September

Holidays, in October

Families & sharing,  
in November Murals

All regular priced books  
& non-print items, in  
December

### Alpine Public Library

Established June 1947



## Travel Talks

### 2025



#### September 26

Linda Hedges, Rick Reese, Kathy Bork, and Albert Bork on Australia

#### October 31

Bobby Greeson on a photo-trip to Utah

**7 PM in the AEP Foundation Multipurpose Room**

*If you have an adventure you'd like to share in 2026, contact Matt Walter at [matt.walter.777@gmail.com](mailto:matt.walter.777@gmail.com).*



## Murals at APL

Many places in Alpine are graced with murals on their outside walls. The new Nicole Cardoza Children's Wing of Alpine Public Library also has two walls for murals. Artist Pauline Hernández is creating both.

The south-facing mural is almost complete, but we need to raise the funds to pay for the west-wall mural. In the fall, the public will have an opportunity to paint clay stars and butterflies, which Pauline will fire and attach to the mural walls. All donations will be used exclusively to fund the murals.

For information on how to become an artist/patron of the library arts, please leave a message for Kay Tscheyka, Board President, at 432-837-2821, or [desk@alpinepubliclibrary.org](mailto:desk@alpinepubliclibrary.org).

# Senior Coffee & Tea Homebound Program Travel Talk

**Thank you,  
Business  
Friends!**

*Alpine Radio  
Big Bend Coffee Roasters  
Cheshire Cat Antiques  
Desert Heart Jewelry  
Front Street Books*

*Hog Eye Cattle Company  
Salon Americana  
Talley-Reed Insurance  
Twin Peaks Liquors  
Vast Graphics*

*Wassermann Wranch  
WR Ranch  
WTX Real Estate Photography*

# Adult Education at APL

The active students in our GED program are at different stages of preparation as we start the new academic year: some are just beginning their studies while others are working toward completing the final portion of the four required subjects: reasoning through language arts (RLA); social studies, mathematics, and science. All are being taught and supported by our volunteer tutors: Kathy Donnell and Sally Schaeffer for ESL; Warren Shaul and Ellen Ruggia for GED; and Linda Bryant for ESL and Citizenship.

Our citizenship students are also in various stages of the journey to naturalization. We currently have three active students, one of whom has just submitted the official application, the N-400. Once USCIS has received this application and verified that it is complete, the candidate will be contacted for the official interview in El Paso. A second student is prepared to send the N-400 application as soon as U.S. residency requirements are met. The third is gathering required information from abroad to submit with the application.

## GED: A New Year

A new year, a new chapter, as the saying goes. You're probably wondering why I'm bringing up a new year halfway through 2025. Well, that is because our academic year began in July, and let me tell you, we started it with a bang! Our goal for this academic year is to increase the number of students and GED graduates. This is important to continue receiving funding for our program and to keep Alpine Public Library at the center of community literacy. Two students have already passed at least one of their GED tests.

On July 11, we held GED graduation for our four 2024–2025 graduates. Daphnie Sablan, Kyra Voigtman, Jackson Wilbourn, and Natalie Van Der Giessen were added to our list of APL alumni. The ceremony had a great turnout, with family, friends, and members of the community coming out to support our group's accomplishment. Former GED graduate Sarali López opened our ceremony with a prayer and ended it with encouraging words for our graduates. Sarali was part of our first graduating class in 2023. You may have seen her smiling face at West Texas National Bank. She also came with exciting news of her recent enrollment in Sul Ross State University as a math major. She wants to become a math teacher, noting GED math instructor Warren Shaul as her inspiration. It is undeniable that there

After successfully completing the interview, the final step to attain citizenship is the Naturalization Ceremony. Two former students were naturalized this spring; a third has completed the interview and is waiting to be informed of the date of the Naturalization Ceremony.

We have around twenty people studying English with us at the library. As with citizenship, we have people at various levels of English acquisition. Some learners work only one-on-one with one of our tutors; others participate in group classes; and some elect to take advantage of both options.

We have Spanish instruction at both beginning and advanced levels. Each level has six to eight people who attend regularly. These classes are taught by Joseline Cintrón, one of our circulation librarians, who is a native Spanish speaker.

We welcome anyone interested in participating in any of our class offerings. All classes are free of charge. Any circulation librarian can provide information or direct you to a source of more information.

—Linda Bryant



**From left, Don Wetterauer; Warren Shaul; Jackson Wilbourn; Daphnie Sablan; Kyra Voigtman; Linda Bryant. Not pictured, Natalie Van Der Giessen**

are great things happening at APL.

Aside from GED, we also offer ESL and Citizenship classes. For more information, contact me at [biancab@alpinepubliclibrary.org](mailto:biancab@alpinepubliclibrary.org) or 432-837-2621. We hope to have another successful year at APL!

—Bianca Barrera  
Adult Education Coordinator

# Nan Hatty Edwards: Making Connections at APL

Nan Hatty Edwards grew up on a cattle ranch near Colorado City, Texas, that has been in her family for seven generations. It wasn't much of a leap, therefore, for her to find her way to Alpine in the late 1990s, where "old, old ranches and a rich art community rubbed shoulders."

She moved around a lot after high school but always in the Southwest (you can take the girl out of the desert . . .). She lived mostly in New Mexico until, during Spring Break one year, she visited a sister who was studying equine science at Sul Ross State University. That might have been the defining moment in Nan Hatty's life. She "just loved" Alpine and moved here shortly afterward. She was "attracted by the surprise." She "didn't know there were real mountains in Texas, much less mountains surrounded by desert," and she was hooked. "Being on the edge of things, the people here tend to let each other be. . . they're so kind."

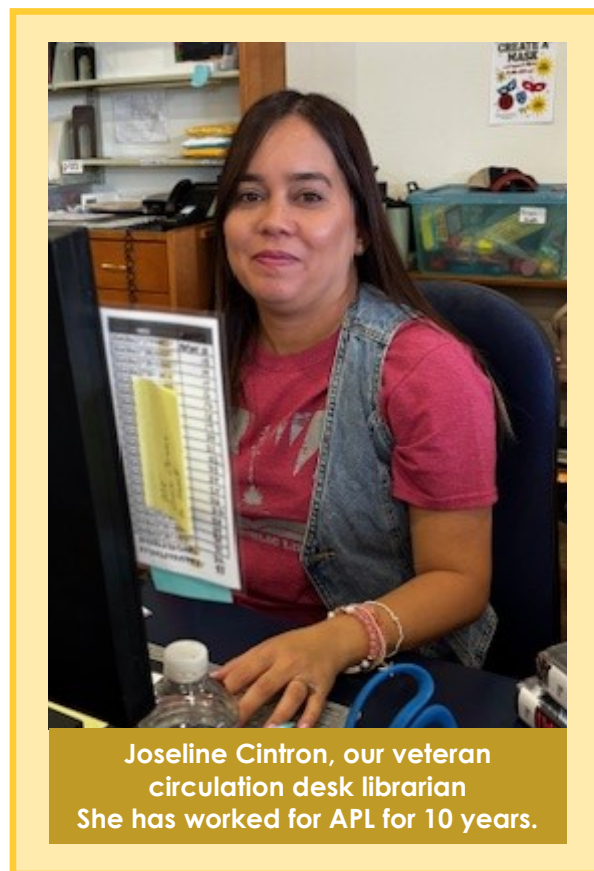
She enrolled at Sul Ross and started taking mostly art, ceramics, and design classes. She decamped to Silver City, New Mexico, briefly, where she took more art classes, but eventually she came back to Alpine. She credits the "frontier spirit of the people out here and the diversity of the population" with her decision to settle here and raise her sons, Everett (16) and Davis (13). Not so coincidentally, the boys won the first-ever APL talent show, Alpine's Talented Stars, in 2022 in spectacular fashion, playing the guitar and accordion and singing to take top honors by bringing home 3 trophies, in the kids' division, as top pre-event and night-of-the-event vote getters, and for securing the most votes overall.

Nan Hatty has always loved libraries and has patronized the library everywhere she has lived (she's a compulsive cookbook reader [and a great cook] but has no favorite genre). She believes public libraries "reflect the community and are a great way to get to know your community." It's no surprise, then, that she has joined APL's circulation desk staff. It was a natural move from her many years at Alpine Montessori School, a way to continue "fostering education and helping people connect with what they're looking for, whether for pleasure or help of some other kind."



So, although Nan Hatty is living "on the edge of things" in Far West Texas, she has found a way to satisfy her need for both solitude and community interaction in the public library.

—Kathy Bork



Joseline Cintron, our veteran circulation desk librarian  
She has worked for APL for 10 years.

Find out what's happening this month  
at APL at [alpinepubliclibrary.org/calendar/](http://alpinepubliclibrary.org/calendar/)

# Casey Costa: Lifetime Librarian

Casey Costa, once an Alpine Public Library circulation librarian and now the Youth Services librarian, is no stranger to library work. She worked in her hometown library in Dartmouth, Massachusetts, for 8 years, cataloging, doing technical services work, and some reference work. Her circulation desk work at APL was similar, but there was also time for her to tap into her creative side. She was key in designing social media posts and displays (including those giant posters that cover the upper windows on the east side of the building), and collaborated with the Youth Services librarian to make the books in the Nicole Cardoza Wing more appealing and accessible to the library's youngest patrons. After the departure of the Youth Services librarian, Casey was appointed to fill the position.

Casey and her husband, Alex, moved to Alpine in 2018, when Alex was posted here for the Border Patrol. She thought she'd enjoy being unemployed, but after 3 weeks she got bored and applied at APL. She has worked at APL on and off since, taking time off only to have her two sons, Zachary (3½) and Nicholas (2). She has been able to work part-time since becoming a mom because her parents moved here to live with the family and because APL is a child-friendly workplace and allows her to bring her boys to work. Zachary has even been known to ask patrons what his mother can do for them!

Casey's educational and work background might not seem to be the most direct route to library work. She graduated from the University of Massachusetts—Dartmouth on a full ride with a major in economics

and a minor in Spanish. At age 14 she started to work for Destination Imagination, a national program that “inspire[s] young people to imagine and innovate today so they become the creative and collaborative leaders of tomorrow.” Although she claims to have lost most of her Spanish, and “economics” these days consists mostly of making change for copies, what she learned about releasing her creative and innovative energy within the confines of a very restricted budget serves her—and APL—well.

When asked what she likes best about Alpine, Casey emphasizes that the library's kid-friendly policy is at the top of her list. She has also had a lot more personal interaction with library patrons of all ages at APL than she was able to have in her much larger hometown library. Casey also loves that Alpine “has parades for everything,” something her kids (and she and Alex) can't get enough of. The whole family attends the Alpine Cowboys baseball games, and both Zachary and Nicholas have no trouble sitting through whole

games. She wishes Alpine were closer to a larger city, but she really likes the “small towniness” of it. Now that her parents live with them, she doesn't even have much homesickness for Massachusetts.

Casey and her family found a new home in Alpine, and Casey is helping keep Alpine Public Library a family- and kid-friendly place. If you find yourself in the Cardoza wing, be sure to ask Zachary what his mother can do to help you.

—Kathy Bork



**APL's Mission: The Alpine Public Library works to build community, encourage literacy, and promote lifelong learning. We endeavor to create and maintain a welcoming facility with relevant and enriching resources that connect our diverse and geographically remote area to the world.**

# Biblioteca Municipal José Saramago de Odemira

Everywhere I've lived, since I was in elementary school, I've obtained a library card. From Moore Memorial Library in Texas City, Texas, to Jefferson Market Library in Greenwich Village, I've been a grateful library patron. So, I was pleased to discover that obtaining borrowing privileges at the library serving my town here in Portugal is as easy as it is at Alpine Public Library.



Biblioteca Municipal José Saramago de Odemira, like Alpine Public Library, is the cultural hub of its community. Perched on a hill overlooking the Mira River and the valley beyond, the library serves the Odemira municipality, or county, of approximately 26,000 residents living in 13 parishes. Vila Nova de Milfontes, one of these parishes, is my home.

The Municipal Library is named for José Saramago, the Portuguese Nobel Prize-winning novelist, and is one of seven libraries in a network affiliated with the foundation dedicated to the writer. This affiliation gives the library access to programs, resources, and exhibits developed by the José Saramago Foundation or by other libraries in the network and to public and private funding opportunities. Registered patrons of the libraries in the network enjoy free admission to Casa dos Bicos, the headquarters of the foundation, located in Lisbon.

The library was built on the site of a castle constructed over 2,000 years ago. From its location, thirty-one kilometers upriver from the Atlantic Ocean, the castle provided protection for the interior countryside until the 16th century. In 1997, construction of the library began within the surviving walls of the castle. The walls incorporated into the library building are visible from the street below, along the riverbank. The library is four stories tall and contains an auditorium, a cafeteria, and sections for children and adults.



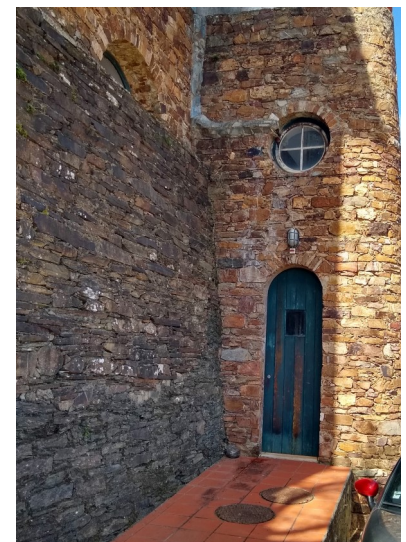
Biblioteca Municipal José Saramago offers access to 40,000 items for home and library use as well as e-books and books for children and teens. Children's programs include story time and support for area schools. The collection contains Portuguese- and foreign-language books, some in translation, some in the language of the original publication, including English.

My new library in Odemira reminds me, in many ways, of my old library in Alpine. Both libraries are in attractive spaces made specifically for them. Both are staffed by friendly professionals. And both play a vital role in promoting literacy and community. I miss Alpine Public Library and don't think that Biblioteca Municipal José Saramago will replace it for me, but I'm pleased to have the chance to be a library patron again.

—Lee Smith



The library from  
the riverside



Castle wall

# Mask Competition

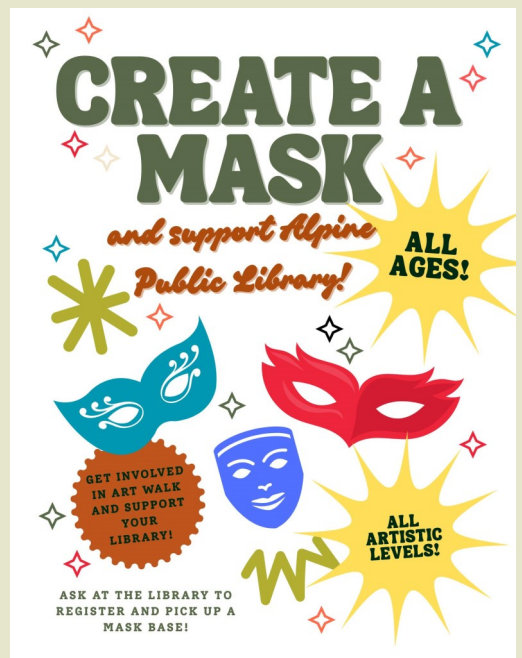
APL, after losing much-needed funding, is looking for new ways to raise critical operating funds. We have borrowed a long-time fundraiser from the Ft. Collins Museum of Art in which plain paper masks can be “adopted” by local artists and library supporters and decorated. Masks may be decorated in any way the artist chooses, but they must be rated “G”!

Masks are available at the library’s circulation desk. Decorated masks must be returned no later than November 1.

Masks will be on display at the library’s Silent Auction during Art Walk, November 21 and 22, at the former Morrison’s Lawn and Garden Center location. They will be judged and awarded ribbons and will be up for bids in the Silent Auction.

Please contact Cathy Lammons with questions, 432-386-0640 or 432-364-2816.

Don’t hide your support of our public library under a bushel—or a mask, in this case! Pick up a mask today and get decorating!



Introducing The



## Patty Manning Pollinator Garden

The Patty Manning Pollinator Garden is being developed to honor Patricia Manning, longtime grower of native plants in the Big Bend, a field botanist, Native Plant Society of Texas member, and co-founder of the plant nursery Twin Sisters Natives in Alpine. The garden is a coordinated effort between many groups as well as local volunteers that have worked with Patty over the years. All involved recognize that Patty contributed significantly to our community and wish to create the garden to honor her memory.

The garden is located at the Alpine Public Library and will contain the native plants that Patty so dearly loved. A plaque documenting Patty's contribution to the area will be placed strategically, and a walking path will allow visitors to stroll through the garden. Benches are planned to provide comfortable seating for those that wish to linger, and a pergola in the garden will allow visitors to partake of the beauty in the shade. Butterfly, Pollinator and Cactus beds, a native grass area, as well as a water feature are included. Boulders will be placed throughout to provide a rugged West Texas look. A drip irrigation system has been installed to ensure plants are well cared for and to minimize water use and maintenance.

Finally, a fence has been erected around the plot to keep plants safe from deer and other wildlife. The target completion date is Fall of 2025. This project will not only honor a deserving member of our community, but will also provide some attractive landscaping for the Alpine Public Library.

**Please Help Us Bring Patty's Garden To Life!**

**Donate:**

<https://square.link/u/6WAkeS3e>

OR  
Make check payable to NPSOT  
P.O. Box 1265  
Alpine, Texas 79831



## GRAB A BITE AND SUPPORT YOUR LOCAL LIBRARY!

APL will be contacting and partnering with restaurants and coffee shops around town to donate a portion of their proceeds to the library on certain days. Watch social media and listen for details on the radio. This is an easy—and delicious—way to support the library, support a local business, and feed both your mind and your body!

**Save the Date**

**Reata**  
October 6  
Lunch and Dinner



Alpine Public Library  
805 West Avenue E  
Alpine, TX 79830

Phone: 432-837-2621  
www.alpinepubliclibrary.org

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## We invite you to be a Friend of the Alpine Public Library!

Your tax-deductible donation may be paid with

- Cash
- Check (payable to Alpine Public Library)
- Money order (payable to Alpine Public Library)
- Credit or debit card (by phone or in person)
- PayPal: [www.alpinepubliclibrary.org](http://www.alpinepubliclibrary.org) (use the Donate button)
- Ongoing monthly donation

You can mail your donation or deliver this form to

Alpine Public Library  
805 W. Avenue E  
Alpine, TX 79830

Friendship levels (12 months from date of donation)

- Individual/family – \$35/year
- Business – \$100/year
- Best Friend – \$100+/year
- Ongoing monthly donation – \$ \_\_\_\_\_/month, beginning \_\_\_\_\_, ending \_\_\_\_\_

Business name \_\_\_\_\_

Individual/Family Full name \_\_\_\_\_

Mailing address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ E-mail (saves postage) \_\_\_\_\_

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 11A

Department: Administration

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Presentation by Ben Telesca regarding the position of Recreation Coordinator and its importance to the community. (C. Eaves, Mayor)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/4/2025  
Final Approval - 11/6/2025

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 11B

Department: City Council

Sponsor: Catherine Eaves, Mayor

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

Staff Recommendation: None



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**AGENDA ITEM**

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Presentation by Lacey Loftin of the U.S. Census Bureau regarding the 2026 Census Test being conducted in Brewster County and surrounding areas. (C. Eaves, Mayor)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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1. Census Jobs Flier\_English
2. Census Jobs Flier\_Spanish
3. Census Jobs Flier\_Spanish\_Half Page
4. Payrates for western Texas test site
5. 2026 Census Test Overview Flier
6. 2026 Census Test Partner Presentation
7. 2026 Census Test western Texas Map
8. Census Jobs Flier\_English\_Half Page

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**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 - 11/6/2025  
Final Approval - 11/6/2025

# Become a Census Taker



**Apply  
Now!**

## **2026 Census Test jobs** provide:

- ✓ **Weekly pay.**
- ✓ **Flexible hours.**
- ✓ **No experience needed.**
- ✓ **Great pay.**
- ✓ **Training included.**

**For more information or  
help applying, call:**

**1-833-893-2026**

Go to:  
**[census.gov/2026jobs](https://census.gov/2026jobs)**

or

Scan the QR code:



United States  
**Census**  
Bureau

The U.S. Census Bureau is an Equal Opportunity Employer.

# Trabaje como encuestador del Censo



**¡Envíe su  
solicitud hoy  
mismo!**

## Los trabajos de la Prueba del Censo del 2026:

- ✓ pagan semanalmente,
- ✓ ofrecen horarios flexibles,
- ✓ no requieren experiencia,
- ✓ incluyen capacitación.

Visite:  
**[census.gov/2026jobs](https://census.gov/2026jobs)**

Para más información o ayuda  
con la solicitud, llame al  
**1-833-893-2026**

Escanee el código QR:



United States  
**Census**  
Bureau

La Oficina del Censo de los EE. UU. es un empleador que ofrece igualdad de oportunidades.

# Trabaje como encuestador del Censo



## Los trabajos de la Prueba del Censo del 2026:

- ✓ pagan semanalmente,
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- ✓ no requieren experiencia,
- ✓ incluyen capacitación.

**¡Envíe su  
solicitud hoy  
mismo!**

Visite:  
**[census.gov/2026jobs](https://census.gov/2026jobs)**  
Escanee el código QR:



United States  
**Census**  
Bureau

Para más información o ayuda  
con la solicitud, llame al  
**1-833-893-2026**

La Oficina del Censo de los EE. UU.  
es un empleador que ofrece  
igualdad de oportunidades.

<b>County</b>	<b>Position</b>	<b>Pay (hourly)</b>
Brewster	Census Field Supervisor	\$32.75
Brewster	Census Trainer	\$32.75
Brewster	Enumerator	\$29.75
Brewster	Outreach Assistant	\$29.75
Jeff Davis	Census Field Supervisor	\$36.25
Jeff Davis	Census Trainer	\$36.25
Jeff Davis	Enumerator	\$33.00
Jeff Davis	Outreach Assistant	\$33.00
Pecos	Census Field Supervisor	\$29.50
Pecos	Census Trainer	\$29.50
Pecos	Enumerator	\$26.75
Pecos	Outreach Assistant	\$26.75
Presidio	Census Field Supervisor	\$32.50
Presidio	Census Trainer	\$32.50
Presidio	Enumerator	\$29.50
Presidio	Outreach Assistant	\$29.50

# 2026 Census Test

***The 2026 Census Test will help improve how everyone is counted in the next census.***

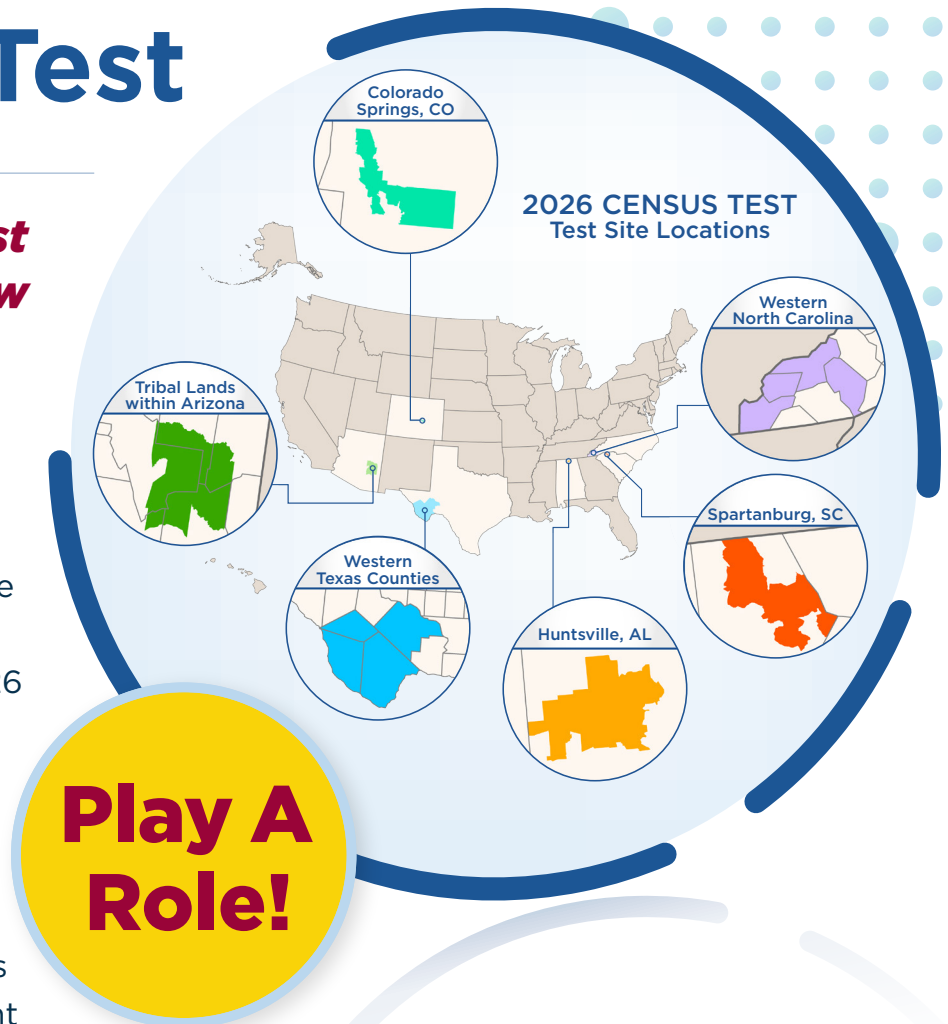
Your community has been selected to participate. The 2030 Census results will shape your community for the next decade—and a successful 2026 Census Test is a key step.

**Starting in March, you can respond online, by phone, or by mail.** In some areas, census takers will visit homes to count people in person.

Your response helps build a better census for the future.

**We're testing improvements to:**

- How people respond on their own.
- How we collect data in person.
- How we process the information we collect.



**Play A  
Role!**

Learn more:  
**[census.gov/2026test](https://census.gov/2026test)**



**Local jobs are available in  
the test site areas.**

**Apply today at  
[census.gov/2026jobs](https://census.gov/2026jobs).**



# The 2026 Census Test

*Counting everyone once, only once,  
and in the right place  
as we prepare for the 2030 Census*

Lacey Loftin

[lacey.e.loftin@census.gov](mailto:lacey.e.loftin@census.gov)

EXTERNAL

# Overview

- Why We Conduct the Census
- 2030 Census
- 2026 Census Test
- Confidentiality
- How To Get Involved
- Partner with the Census Bureau
- Jobs
- Next Steps

# Why We Conduct the Census

## The Census is Mandated by the Constitution

- The Constitution of the United States empowers the Congress to carry out the census.
- It calls for the census be conducted every 10 years.

*The actual Enumeration shall be made within three years after the first Meeting of the Congress of the United States, and within **every subsequent term of ten years**, in such manner as they shall by law direct.*

*-Article 1, Section 2, U.S. Constitution*



# The Census



The census is conducted every ten years and counts each person residing in the United States as well as the number of housing units.



The census also collects other demographic and housing information, such as age, sex, race, and whether the housing unit is owned or rented.



The first U.S. Census was conducted in 1790 during the first term of the first president, George Washington.

***The 2030 Census will be the 25<sup>th</sup> Decennial Census***

# Primary Uses of Decennial Data

Apportion representation among states - as mandated by the U.S. Constitution

- Draw congressional and state legislative districts, school districts, and voting precincts.
- Enforce voting rights and civil rights legislation.

Help guide trillions of dollars in federal funds distribution

- Inform tribal, federal, state, and local government planning decisions.

Data backbone for the next decade

- Inform decisions made by businesses and nonprofit organizations.
- Provide a population benchmark for nearly every other survey in the U.S.

# How the Census Benefits Communities



The government spends trillions of dollars each year, and Census Bureau data are key to ensuring that those dollars are being used efficiently and effectively.



Census data inform how funding is allocated to federal programs, including Medicaid, Head Start, block grant programs for community mental health services, and the Supplemental Nutrition Assistance Program.



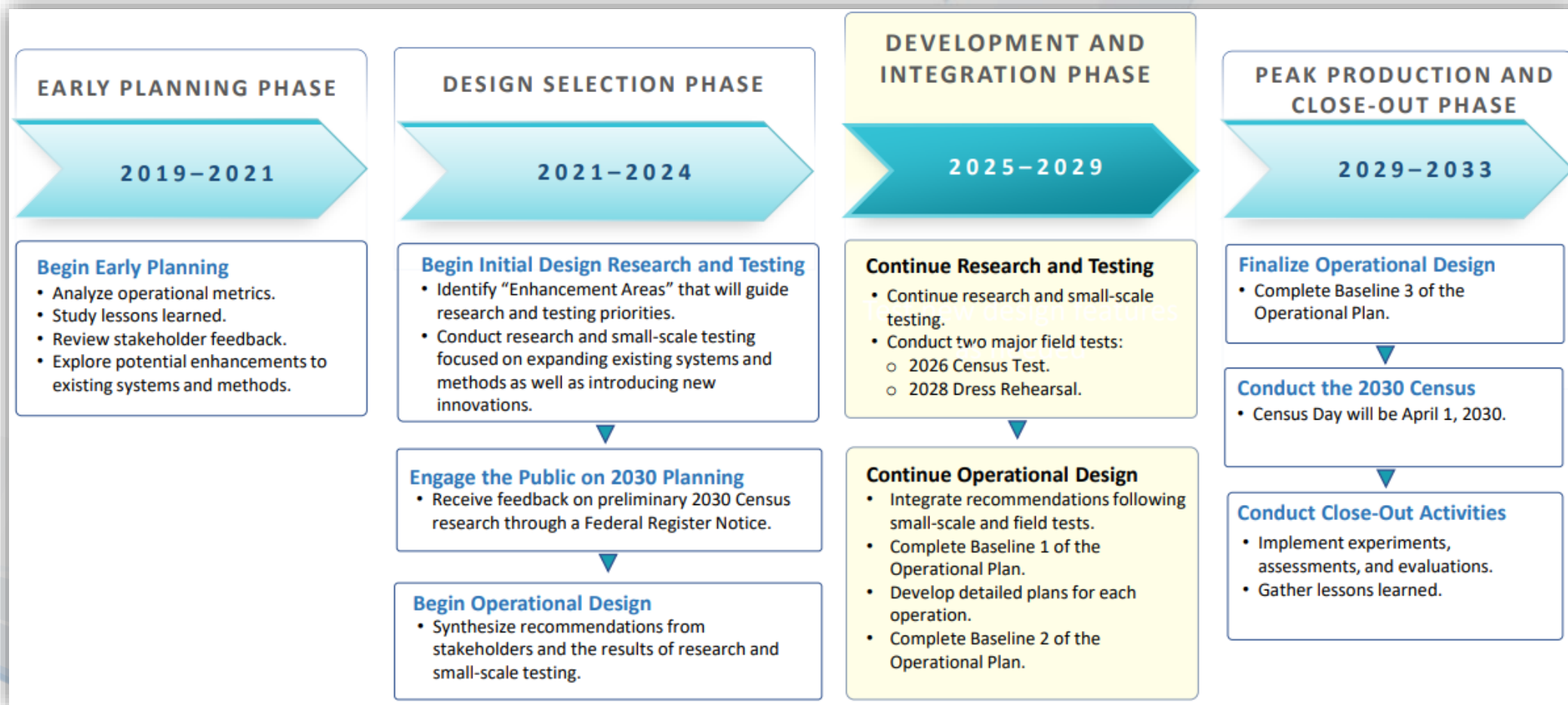
Census results are also valuable to businesses, as business owners rely on census data to make decisions, such as where to open new stores, factories, and offices; where to expand operations; where to recruit employees; and which products and services to offer.

# The Census is Confidential



- Federal law protects census and survey responses.
- The information is collected for statistical purposes only.
- Responses to the census cannot be used against you in any way by any government agency or court.
- Census Bureau employees take lifetime oaths to protect confidentiality of respondent data. Employees who violate that oath can be fined up to \$250,000 and imprisoned for up to five years.
- Cutting-edge technological safeguards protect the information we collect.

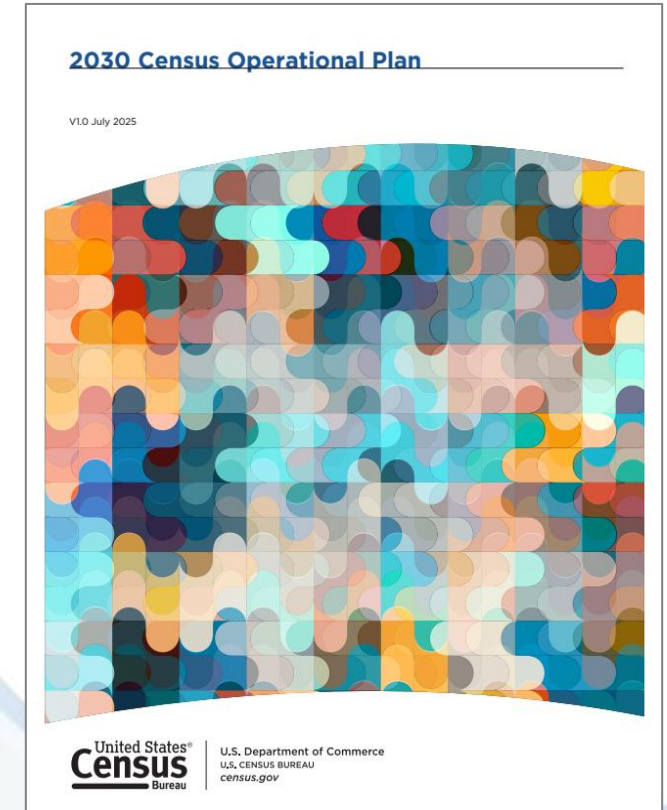
# 2030 Census Planning Timeline



We consult stakeholders throughout the decade, including government agencies, tribal governments, oversight entities, partners, respondents, data users, and the public.

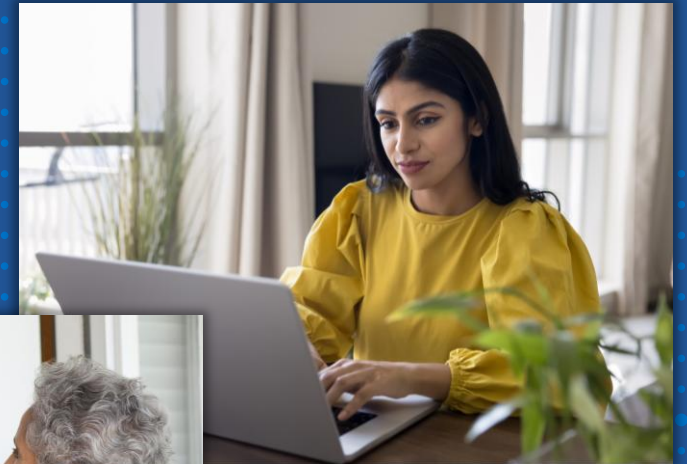
# The 2030 Operational Plan

- Our design (approach) for developing the 2030 Census operations
- High-level, narrative description of what we are planning to do
- Covers the full scope of the 2030 Census
- Leads to the final design for the 2030 Census, created in iterations



Learn more at [www.census.gov/2030Census](https://www.census.gov/2030Census)

# The 2026 Census Test



EXTERNAL

# 2026 Census Test Overview



We will test new and enhanced processes and methods we are looking to implement for the 2030 Census.



We're building on and refining our efforts from the 2020 Census to work toward a complete and accurate count of all segments of the population.



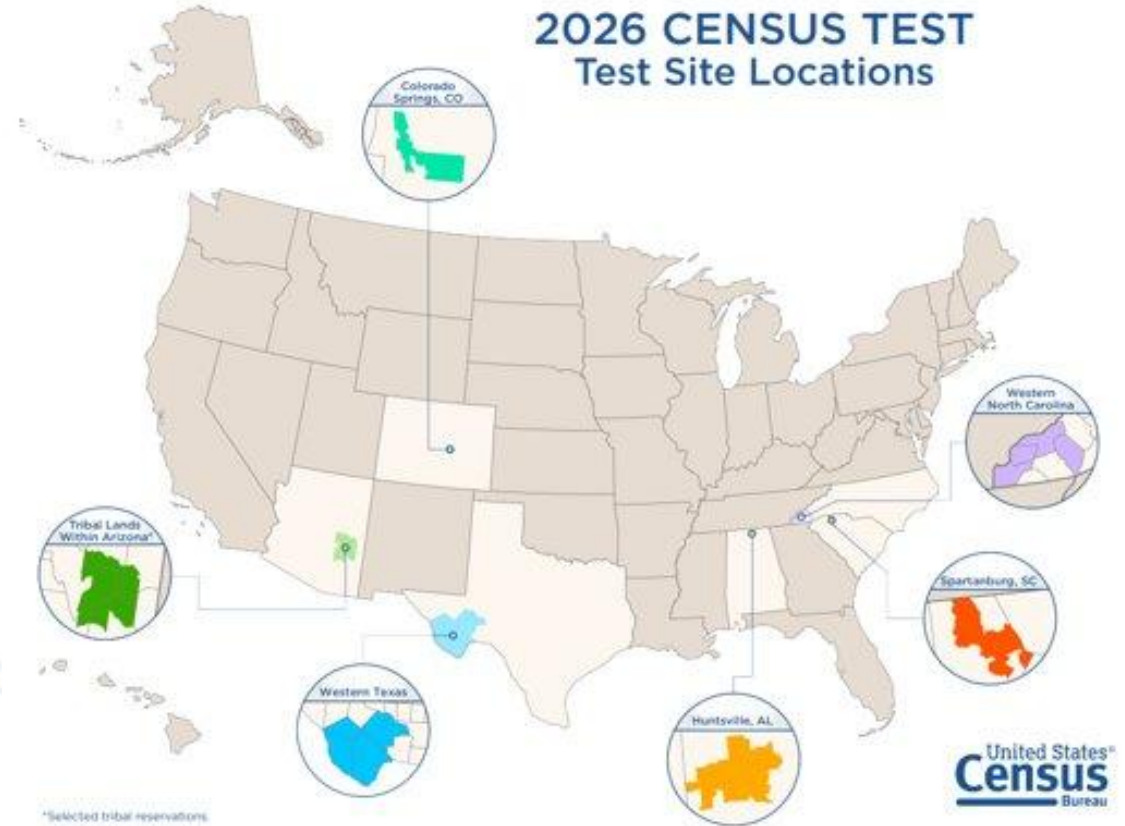
The test will include: (a) six test sites that, as a group, cover all operational areas in-scope for the test and (b) a nationally representative sample to help improve the online questionnaire and invitation materials for the 2030 Census.



The test scope covers six operational areas. The operational areas being tested include aspects that directly or indirectly help us enumerate areas with low self-response rates.

# Where We Are Testing

- First of two major on-the-ground tests in preparation for the 2030 Census
- Six test sites
  - Western Texas
  - Tribal Lands Within Arizona, which includes selected tribal reservations
  - Colorado Springs, Colorado
  - Western North Carolina
  - Spartanburg, South Carolina
  - Huntsville, Alabama



Learn more at [www.census.gov/2026Test](http://www.census.gov/2026Test)

# Nationwide Self-Response Testing Complements Site Testing

Involves mailing materials to a nationally representative sample of households, inviting them to respond to the test online, by phone or by mail.

Builds upon the Census Bureau's ongoing small-scale testing to improve the online questionnaire and invitation materials sent to households.

Provides insight on self-response rate trends, which will inform 2030 Census planning for field infrastructure, communications, and other operations.



# Becoming a Partner

# Why Become a Partner

- ✓ Census results have an effect on your community for the next 10 years – the 2026 Census Test is a key step.
- ✓ Your trusted voice can encourage your community to participate in the 2026 Census Test as we prepare for a complete and accurate 2030 Census count.
- ✓ Be a part of a select group of partners helping us with our test objectives to improve the upcoming historical 2030 Census.
- ✓ The census is incredibly complex, and we cannot do it alone. You can encourage, educate, and engage your community to participate in the test – and later in the census.



# What You Can Do As a Partner



- Use Census Bureau tools, information, and messaging in creative ways to increase public participation in the 2026 Census Test.
- Host a neighborhood workshop to discuss the impact of census data and how the neighborhood can achieve a complete and accurate count.
- Provide information to stakeholders about the importance and benefits of participating in the 2026 Census Test to assist in planning the 2030 Census.
- Encourage people in your community to work for the Census Bureau and share the community jobs link.
- Meet with a Partnership Specialist to discuss how you can help.

# CENSUS TEST JOBS PAGE NOW LIVE!

[www.census.gov/2026jobs](https://www.census.gov/2026jobs)

## 2026 Census Test Jobs

APPLY NOW



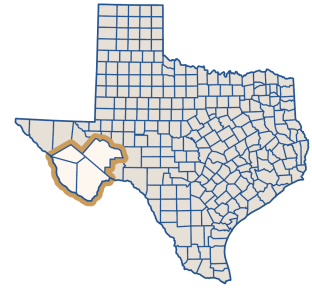
# Next Steps

- ✓ Partner with the U.S. Census Bureau
- ✓ Spread the word about employment opportunities
- ✓ Talk to your family and friends about what you've learned here today
- ✓ Participate in the 2026 Census Test
- ✓ Visit for more information:

[www.census.gov/2026Test](https://www.census.gov/2026Test)








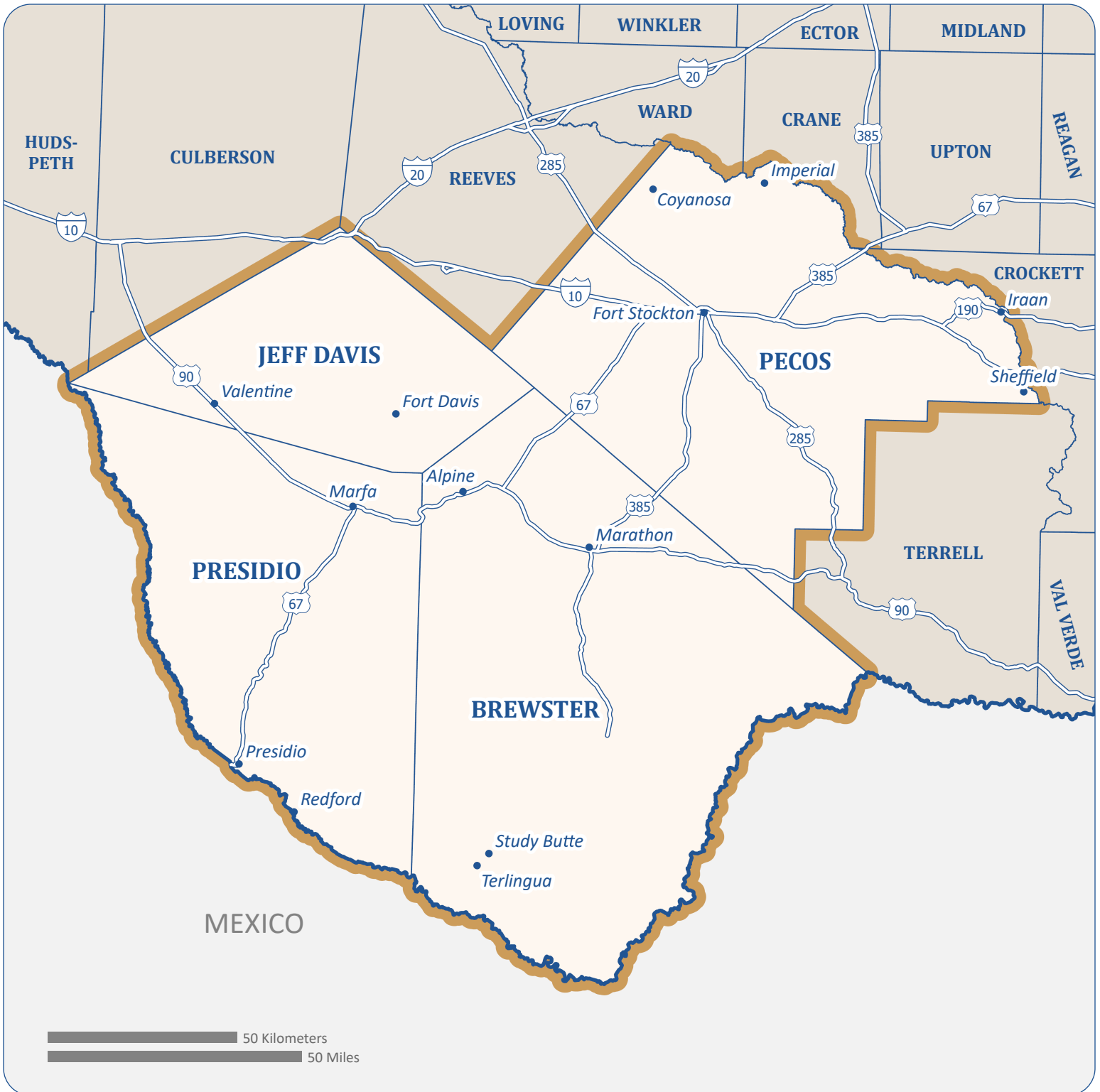
# 2026 CENSUS TEST Western Texas



Location of site within Texas

**LEGEND**

-  Test Site
-  STATE
-  COUNTY
-  Selected Place
-  Interstate/US Highway



# Become a Census Taker



**2026 Census Test jobs** provide:

- ✓ Weekly pay.
- ✓ Flexible hours.
- ✓ No experience needed.
- ✓ Great pay.
- ✓ Training included.

**Apply  
Now!**

Go to:  
**[census.gov/2026jobs](https://census.gov/2026jobs)**  
or scan the QR code



**United States  
Census**  
Bureau

For more information or help  
applying, call:  
**1-833-893-2026**

The U.S. Census Bureau  
is an Equal Opportunity  
Employer.

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 11C

Department: City Council

Sponsor: Eva Martinez, Councilor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Discuss the possibility of planning an appreciation event for our Boards, Commissions, and Committees. (E. Martinez, City Council)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

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**APPROVERS**

---

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

Approved - 11/6/2025  
Final Approval - 11/6/2025

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 11D

Department: City Council

Sponsor: Lucy Escovedo, Councilor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Discussion regarding the current certification pay for city employees relating to previous certification pay programs and possible updates to the existing structure. (L. Escovedo, City Council)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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1. Current Cert. Pay 2020
2. Previous Cert. Pay 2018

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/6/2025  
Final Approval - 11/6/2025

# City of Alpine Personnel Policies and Guidelines

Flextime at the City is a work schedule with time of arrival and departure that differs from the standard operating hours. Supervisors will approve flextime on a case-by-case basis. Full-time employees who have completed at least ninety (90) days of employment are eligible for flextime. The employee must first discuss possible flextime arrangements with his/her supervisor and then submit a written request using the Time Off Request Form. The supervisor will approve or deny the flextime request based on staffing needs, the employee's job duties, the employee's work record and the employee's ability to temporarily or permanently return to a standard work schedule when needed.

A flextime arrangement may be suspended or cancelled at any time. Exempt employees must depart from any flextime schedule to perform their jobs. Non-exempt employees may be asked to work overtime regardless of a flextime schedule.

## **D. CERTIFICATION INCENTIVE PROGRAM**

The City of Alpine, in order to operate at its most efficient level, believes that employees should continue learning through experience and formal schooling. The rewards for this type of training will pay dividends to the City in making it a safer, healthier and more desirable place to live. To the employee, the benefits are of course self-improvement, more efficiency, gained expertise, and monetary rewards. The City has set up an incentive program for City employees who want to better prepare themselves for their jobs through schooling in their respected job fields. Employees who hold approved certifications that prove they are knowledgeable and highly qualified for jobs will receive additional pay up to and above base salary. The pay increases are based on the degree of difficulty of obtaining these certificates. An employee with approved certification becomes

# City of Alpine Personnel Policies and Guidelines

more valuable to the City. The City of Alpine will recognize the following certificates for pay increases as listed.

## **Texas Commission on Law Enforcement Officer Standards and Education**

### **Certification pays**

Intermediate	\$1000.00 a year = .48 per hour
Advanced	\$2000.00 a year = .96 per hour
Master	\$3000.00 a year = \$1.44 per hour

The certification pay is added to the officers pay every two weeks. Example: a master police officer will make \$3000.00 a year on top of his hourly pay. \$3000.00 divided by 26 pay periods is \$115.38 per pay check.

### **Extra certification pays**

Field Training Officer (FTO)	\$1000.00 per year = .48 per hour
Evidence Custodian	\$1000.00 per year = .48 per hour
Firearms instructor	\$1000.00 per year = .48 per hour
TCOLE instructor	\$1000.00 per year = .48 per hour
Crime Scene Technician	\$1000.00 per year = .48 per hour
K-9 Certification	\$1,500 per year = .72 per hour

### **Dispatchers**

Basic	\$1000.00 per year = .48 per hour
Intermediate	\$500.00 per year = .24 per hour
Advanced	\$500.00 per year = .24 per hour
Master	\$1000.00 per year = .48 per hour

### **Texas Department of Health**

# City of Alpine Personnel Policies and Guidelines

Intermediate Animal Control Officer	\$40.00 per Month
Advanced Animal Control Officer	\$50.00 per Month
Code Enforcement Certificate	\$50.00 per Month

## **Texas Commission on Environmental Quality (TCEQ) “Raise at Time of Licensing”**

## **Ground Water or Wastewater Operator Certificate of Competency**

Grade “D”	\$1.00 per Hour
Grade “C”	\$1.00 per Hour
Grade “B”	\$1.00 per Hour
Grade “A”	\$1.00 per Hour

## **Hourly Employees Only on Water Licensing “Raise at Time of Licensing”**

Public Works Department	CDL	\$1.00 per Hour
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Any employee receiving payments for the certifications in one employment category as listed that is then demoted or transferred to another category will lose their Certification Incentive Pay at the time of demotion or transfer. Failure to retain a current certificate through additional education or training as specified by the applicable issuing agency will cause Incentive Program benefits to be canceled at the time of certificate expiration. Employees must present their certificates and supporting documentation to the Human Resource or his designee for recognition by the City of Alpine.

## **E. INSURANCE COVERAGE**

The Insurance Coverage available to every full-time regular employee within

# City of Alpine Employee Handbook

**Training Record Form, Appendix 17.** This ensures that all employees who participate in the training will receive credit.

## Training Budget

The training budget will be allocated at the beginning of each fiscal year in accordance with training needs identified in conjunction with appraisals and the organization's objectives for the forthcoming year. The city training plan will be reviewed annually and the budget allocated accordingly. The sum available for personal development may vary from year to year depending on department training needs; which will take priority.

## Procedure

In accordance with training needs identified in conjunction with appraisals and the organization's objectives for the forthcoming year, HR, department heads and employees shall identify appropriate training opportunities for a specific employee or group of employees to attend. The City Manager shall have the discretion to supplement trainings should an opportunity arise that was not identified during the budget process.

All employees are encouraged to seek out trainings that are cost effective and beneficial to the organization as a whole.

## B. Professional Development and Training

### 1. Certification Differential Pay (CDP)

The Certification Differential Pay (CDP) program is for employees who hold approved certifications proving they are knowledgeable and highly qualified for jobs. The City of Alpine will recognize the following certificates for CDP as listed. This list is not exhaustive; other certifications may qualify for CDP as per the discretion of the Department Head and City Manager. Additionally, positions for which a certificate is a minimum requirement do not qualify for CDP.

Differential pay is awarded on regular worked hours at the following rates:

Level 1 -	.50/hour	max \$1,040 per year
Level 2 -	.75/hour	max \$1,560 per year
Level 3 -	\$1.00/hour	max \$2,080 per year

#### Animal Control

Level	Certification or License	Issuing Authority
1	Certified Euthanasia Technician	DSHS / TAACO
1	CPR/AED Certification	American Heart Association
2	Basic Animal Control Officer Certification	DSHS / TAACO
2	Advanced Animal Control Officer Certification	DSHS / TAACO
2	Humane Law Enforcement Certification	DSHS / TAACO
3	Administrative Animal Control Officer Certification	DSHS / TAACO

#### Communication

Level	Certificate or License	Issuing Authority
1	CPR/AED Certification	American Heart Association
2	Basic Tele communicator Certification	TEEX / TCOLE
2	TLETS/NLETS Basic Procedures	Texas Dept. of Public Safety
2	TCIC Full Access	Texas Dept. of Public Safety
3	Intermediate Tele communicator	TEEX / TCOLE
3	Advanced Tele communicator	TEEX / TCOLE

## City of Alpine Employee Handbook

3	Communications Training Officer (CTO) Certification	APCO
3	Emergency Medical Dispatch Certification	APCO
3	Law Enforcement Communications Certification	APCO
3	Fire Service Communication Certification	APCO

### City Secretary

Level	Certificate of License
2	Certified Public Communicator
3	Texas Municipal Clerks Certification
3	Protections and Storage of Permanent Paper

### Finance Department

Level	Certificate or License
1	Public Funds Investment
3	Certified Public Accountant (CPA)
3	Certified Public Finance Officer
3	Certified Government Chief Information Officer

### Human Resources

Level	Certificate or License
2	Professional in Human Resources (PHR)
3	Senior Professional in Human Resources

### Municipal Court

Level	Certificate or License
1	Level I Assessment
2	Level II Assessment
3	Level III Assessment

### Police Department

Level	Certificate or License	Issuing Authority
1	Crime Prevention Officer	Texas Crime Prevention Association
1	Crime Scene Investigator	Sul Ross State University Academy and El Paso County SO Region VIII Academy
1	CPR/AED Certification	American Heart Association
1	Code Enforcement Certificate	TEEX
1	Intoxilyzer Operator Certificate	Texas Dept. of Public Safety
2	Tactical Officer	TEEX and Texas Tactical Police Officers Association
2	Mental Health Peace Officer	El Paso County SO Region VIII Academy
2	Intermediate Police Officer (Patrol Officer I and II)	Sul Ross State University Academy and El Paso County SO Region VIII Academy
2	Field Training Officer	Sul Ross State University Academy and El Paso County SO Region VIII Academy

## City of Alpine Employee Handbook

2	Instructor Certificate	Sul Ross State University Academy and El Paso County SO Region VIII Academy
3	Hostage Negotiator Certification	Texas Association of Hostage Negotiators
3	Sniper / Observer Certification	Special Operations Systems, LLC
3	Arson Investigator	State Fire Marshal's Office
3	Traffic Accident Reconstruction	TEEX
3	Canine (K9) Handler	Texas Alpha Dog K9 Academy
3	Phlebotomist	Texas School of Phlebotomy
3	Advanced Police Officer (Patrol Officer I, II, III)	Sul Ross State University Academy and El Paso County SO Region VIII Academy
3	Master Police Officer (Patrol Officer II, III and Sergeant)	Sul Ross State University Academy and El Paso County SO Region VIII Academy
3	Firearm Instructor	Midland Police Department

### Building Department

Level	Certificate or License
1	HVAC License (TDLR)
1	Certified Permit Technician
1	Journeyman/Electrical License (TDLR)
1	Registered Code Enforcement Officer
2	Architectural Barriers
2	Plumbing Inspector (State of TX)
2	Floodplain Manager
3	Certified Building Official
3	Certified Planner
3	Certified Project Manager

### Public Works Department

Level	Certificate or License
1	Commercial Driver's License
1	Pool Operator
3	Texas Recreation and Park Society Leadership Institute
3	Public Works Institute

### Mechanic Shop

Level	Certificate or License
1	Commercial Driver's License
3	ASE Certification (each category)

### Public Utilities Department

Level	Certificate or License
1	TCEQ A Water/Wastewater/Municipal Solid Waste License (each)
1	Herbicide License (Texas Det. Of Agriculture)
1	Commercial Driver's License
2	TCEQ B Water/Wastewater/Municipal Solid Waste License (each)

# City of Alpine Employee Handbook

2	Wastewater Operator Certificate
2	Water Operator Certificate
2	Plumbing License (State of TX)
2	Water Maintenance Technician Certificate
3	TCBQ C Water/Wastewater Licenses (each)
3	Registered Professional Land Surveyor

## Economic Development

Level	Certificate or License
3	Certified Professional Community & Economic Development

## 2. Tuition Reimbursement

The Tuition Reimbursement Program is established to recognize the importance of investing in the learning and development of its workforce to increase employee engagement, career growth, high performance and innovation by providing financial assistance to employees who take job related, City career-enhancing credit courses at accredited degree granting colleges and universities.

As with all City benefits, the City Council may choose to modify the funding of the Tuition Reimbursement Program as the budget permits. Therefore, this program is also contingent upon annual appropriation of funds and acceptance into the program does not guarantee payment. Funding for the program is available only if and when approved by the City Council in the City's annual budget.

### Eligibility for Tuition Reimbursement:

- Employee is an active full-time employee in a regular-budgeted position.
- Employee has successfully completed the 90 day probationary period as a new hire before the start of class.
- Employee is not under disciplinary probation or suspension at the time of application or in the twelve months preceding the first day of the course for which the employee request for tuition reimbursement.
- Employee must complete an application, **Appendix 18 Tuition Reimbursement Request and Agreement**, with the Human Resources Department and receive an approval notice to participate in the course prior to the first day of class.

*“Education is  
an ornament  
in prosperity  
and a refuge  
in adversity.”-  
Aristotle*

### Course Eligibility Criteria:

- Course is job-related or will enhance the employee's career opportunities within the City of Alpine. Courses must relate to a field on which the City normally recruits employees or seek an Associates, Undergraduate or Master's degree related to a field in which the City normally recruits employees.
- Course is offered at a school or institution that is approved by the Texas Education Agency or other nationally recognized board of accreditation.
- Course is offered for college credit hours.
- Course is offered on a for-grade basis.
- Pre-approval from employee's Department Head and the Human Resources Department prior to taking course.

# City of Alpine

## Employee Handbook

- **Ineligible Courses:** If any of the following criteria are met, the course is not eligible for tuition reimbursement:
  - Course is required, organized, or coordinated by a City department for its employees.
  - Course is part of a conference, seminar, annual meeting, certification exam, or certification course not offered for academic credit or on a for-grade basis.

### Eligible Cost:

- The Program will reimburse the costs of tuition and books up to a maximum of \$1,000 per fiscal year (\$500 per semester) on a first-come first-served basis until all allotted or budgeted funds for this program have been expended.
- Any costs for supplies, travel, student fees, parking permits, etc., are **NOT** reimbursable under this Program.
- The City will **NOT** pay the cost of tuition, mandatory fees, and books, which are paid by other sources (i.e., scholarships, grants, aid programs or other subsidies). Sources of assistance will be deducted from the amount that the City will reimburse.

### Grade Requirements:

- Employees must attain a course grade equivalent to a "B" or better in each course to be eligible for reimbursement.
- The City will reimburse employees at the conclusion of a successfully completed course, pursuant to the following schedule:
  - The City will reimburse up to 100% of the tuition cost for an "A" grade.
  - The City will reimburse up to 85% of the tuition cost for a "B" grade.
  - No reimbursements will be made for grades lower than a "B" grade.
- Reimbursement rates are not affected by grades that are accompanied by a plus or a minus sign (+ or -). For example, an eligible employee who receives a B+ will be reimbursed up to 85%. Likewise, an eligible employee who receives a B- will be reimbursed up to 85%.

### Reimbursement Requirements:

- Required paperwork must be submitted to the Human Resources Department within thirty (30) days of the grade report to be eligible for reimbursement. Upon review and approval of the final grade report and paid fee receipt and confirmation of continued employee eligibility, the Human Resources Department will process the request for reimbursement through the Finance Department.
- If an employee has reached the maximum reimbursement amount, documents will not be held for payment in future years.
- Once a reimbursement check is issued a two (2) year service requirement begins.
- Employees accepting tuition reimbursement must agree to remain employed with the City for two years following receipt of the reimbursement by executing a Tuition Reimbursement Agreement, **Appendix 18 Tuition Reimbursement Request and Agreement.**
- Employees terminated due to a reduction in force shall not be required to reimburse the monies received for tuition reimbursement.
- Employees terminated for other reasons will have the amount of tuition charged at a pro-rated amount from their last pay check.

**Tax Benefits/Implications.** Please consult a tax advisor and/or refer to Section 127 of the Internal Revenue Code and IRS Publication 970 for information regarding tax benefits and implications of company sponsored tuition reimbursement programs. ([www.irs.gov](http://www.irs.gov))

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 11E

Department: City Council

Sponsor: Rick Stephens, Councilor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Discuss the current Texas Disposal Systems contract and possible amendments to the contract. (R. Stephens, City Council)

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**EXECUTIVE SUMMARY**

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The City Council has been evaluating potential amendments to the existing contract with Texas Disposal Systems (TDS). These discussions have occurred in Executive Session, in accordance with applicable provisions of the Texas Open Meetings Act related to contract negotiations. The Environmental Services Administrator, Adelina Beall, has been coordinating with TDS to review and refine proposed revisions. This item is being presented to provide an update on the status of those negotiations and to receive direction from the City Council regarding next steps.

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**SUPPORTING MATERIALS**

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- 1. 3.1.22 Texas Disposal Systems Contract

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/6/2025  
Final Approval - 11/6/2025

**CONTRACT FOR MUNICIPAL SOLID WASTE COLLECTION  
AND DISPOSAL SERVICES**

City of Alpine  
100 N. 13<sup>th</sup> St.  
Alpine, Texas 79830

Presented By

**TEXAS DISPOSAL SYSTEMS, INC.**

Texas Disposal Systems, Inc.  
P.O. Box 17126  
Austin, Texas 78760  
[www.texasdisposal.com](http://www.texasdisposal.com)

Contact Name: Ja-Mar Prince  
Phone: (512) 421-1300  
Fax: (512) 421-1325  
Toll Free: (800) 375-8375

Effective  
March 1, 2022

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10	NOTIFICATIONS
11	MARKETING
12	RIGHTS OF THE CONTRACTOR
13	RIGHTS OF THE CITY
14	AMENDMENTS
15	FORCE MAJURE
16	SEVERABILITY AND VENUE
<b>ATTACHMENT A</b>	<b>RATE SHEET</b>
<b>ATTACHMENT B</b>	<b>MUNICIPAL SOLUTIONS</b>
<b>ATTACHMENT C</b>	<b>DEFINITIONS</b>
<b>ATTACHMENT D</b>	<b>CITY SERVICES</b>

**CONTRACT**

(To provide Refuse Collection and Disposal Services)

THIS CONTRACT is made and entered into on this 1st day of March 2022, by and between the City of Alpine, of the State of Texas, (hereinafter called "the City"), and Texas Disposal Systems, Inc. (hereinafter called "the Contractor").

**WITNESSETH:**

In consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

**1. EXCLUSIVE AGREEMENT**

The Contractor is hereby granted the sole exclusive and mandatory contract, license and privilege to use the public streets, alleys, and thoroughfares within the territorial jurisdiction of the City to collect and dispose of Solid waste, Refuse and provide Recycling services; and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Residential and Commercial collection, removal, and disposal services, as specified, and to perform all work called for and described in the Contract Documents. The Contractor is hereby granted the sole exclusive lease to operate the Alpine Landfill and shall furnish all personnel, labor, equipment, trucks, and to operate the Alpine Landfill as specified and to perform all of the work called for and described in the Contract Documents.

**2. MANDATORY SERVICE**

It is understood the City has the authority to ensure that solid waste management services are provided to all persons in its jurisdiction. The Contractor shall provide services in compliance with Agreement.

The Contractor shall provide not less than acceptable solid waste collection service to each occupied Residential Unit, utilizing acceptable containers, in the Contract area. Each occupied Residential Unit within the Contract area shall be automatically enrolled and shall become a subscriber to this service upon enactment of this Contract. The City shall, when requested, furnish the Contractor with a list of all City Customers located within the Contract area.

### 3. SCOPE OF WORK

The work under this Contract shall consist of the items contained in this document, including all the supervision, material, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

### 4. TYPE OF COLLECTION

4.1 Residential Refuse Pickup - Contractor shall provide Side-load dumpster collection of Refuse for occupied Residential Units one (1) time per week. All City of Alpine residents will receive curbside or alley collection for solid waste services. Services will be provided once per week between the hours of 7 AM and 7 PM. Residential service is Monday through Friday.

4.2 Commercial and Residential Recycling - Texas Disposal Systems will maintain the Hal Flander's Recycling Center by coordinating with the City of Alpine and its employees to collect and properly manage recycling materials. The Contractor will provide compactors and other collection containers as necessary at the recycle facility designated by the City. The City will provide a concrete pad and electrical service to the compactor units. The City will provide labor to supervise the collection of materials from residents and commercial businesses during posted hours. The City will be responsible for properly closing the facility at the end of the business day. The Contractor will be responsible for marketing and transporting the materials within the City. If a material cannot be effectively marketed for recycling, the Contractor may eliminate that product from this program. The following materials may be recycled:

- Green, brown and clear glass
- Plastics beverage containers
- HDPE #2 clear or opaque milk, water or juice bottles (no solid colors)
- PET #1 clear or green transparent beverage containers
- Aluminum, tin, and steel cans
- Paper Products: newsprint, cardboard, boxboard, junk mail, magazines, and office paper.

Any other materials for which a recycling market may exist and which the parties hereto agree can be added to the recycling program.

a) Cost of Service

The cost of service is included in the commercial and residential rates. TDS will keep the proceeds of the sale of these materials to offset the costs of operations.

b) Use of the Recycling Facility

The facility is to be used by the Residential Customers and business customers in the City of Alpine, TX. The facility may also be used by Brewster County Residential Customers. All customers must provide proof of residency in order to use the facility. The City will provide these records to the Contractor upon request.

- 4.3 Bulky Pickup – Contractor shall provide collection of bulky and/or brush waste to each Residential Customer on a monthly basis. Residents must place bulky items at the curb on the collection day. Bulky items will not be serviced in the alley or beside dumpsters. The Contractor will collect a maximum of five (5) items at each residence, not to exceed three (3) cubic yards. Residential Customer must call the Contractor at 432-837-0845 to be placed on this list in advance to schedule their bulky and/or brush collections. Bulky waste includes appliances, furniture and other similar household items that cannot be placed in the Side-load containers. Construction debris is not considered bulky waste and will not be considered part of this pickup. The City and Contractor will establish a day in the first week of each month in which bulky items must be placed at the curb by 7AM on the designated day of service. Any additional bulky or brush waste collections not on the list and/or not out by 7AM will not be collected.

The Contractor is not required to pick up refrigerators or refrigerant charged appliances unless written evidence is posted in clear view of refrigerator and all other applicable appliances that all Freon has been removed by a certified refrigeration technician.

Leaves and small yard waste must be bagged. Limbs and brush must be cut into four (4) foot lengths and tied together in bundles not to exceed 35 pounds. No limb may exceed four (4) inches in diameter. Each bundle shall count as one (1) item.

- 4.4 Illegal Dumping Procedures – The City will continue to aggressively pursue, cite, fine, and reduce illegal dumping of materials outside of the Contractor's residential containers or on city property such as parks, medians, parking lots or rights of way.

If the City suspects illegal dumping at a location the City will research this and supply a written report to the Contractor on or before the 20<sup>th</sup> of the month. The City and

Contractor will discuss the size of the specific incident and the Contractor will determine the volume of the event. If it is determined the Contractor should remove these items, the Contractor will do so during the first seven business days of the following month.

Based on historical data, the Contractor will pick up a maximum of 100 cubic yards of illegally dumped material per quarter. Anything in excess of the 100 cubic yards per quarter will be charged to the City at \$30.00 per cubic yard.

In addition to the collection of illegally dumped material and based on historical data, the Contractor will provide a maximum of nine (9) hauls of a 30 yard Roll Off container of appropriate material per quarter from the Hal Flanders recycling facility. Any hauls in excess of the 9 hauls per quarter will be charged \$660.00 per haul plus \$55.00 per ton disposal.

Quarterly volumes will be calculated by calendar quarter. Any amount under the maximum will not carry over to any future quarters. Volumes for the first month of the Contract will be prorated.

4.5 Commercial Collection – The Contractor will establish commercial routes to service the Commercial Customers within the City. The following container sizes will be offered: 1.5, 3, and 4 yard dumpsters without vertical compactors for their business. One (1) to six (6) times of service per week will be available. Commercial Customers will determine the container size and pickups.

4.6 Roll Off Collection - The Contractor will offer Roll Off service for the City. The following container sizes will be offered: 20, 30, and 40 cubic yards.

4.7 City Services – Services will be provided to the City by the Contractor at no charge to the City as a part of this contract, and as outlined in “Attachment D.”

Requests for new or additional services must be made in writing and will be provided to the City at the City’s expense.

4.8 Added Value Services – Additional valued TDS products and services are also available based on geographical location. Some of these products or services include trees, brush grinding, soil, compost, mulch and portable toilets. All pricing will be available upon request. See “Attachment B” for details.

4.9 Hours of Operation – Collection of Residential Refuse shall be serviced from 7:00 a.m. to 7:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and the Contractor, or when the Contractor

reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.10 Holidays – The following shall be holidays for purposes of this Contract:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday. Should Contractor observe a holiday, Contractor may for the remainder of the calendar week provide Collection service to Customers one (1) day after their normal collection day including Saturday if necessary.

4.11 Routes of Collection – The Contractor will establish collection routes. The Contractor may from time to time propose to the City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon the City’s approval of the proposed changes, the Contractor shall promptly give notice to the affected Customers at the Contractor’s expense.

4.12 Collection Equipment – The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have the identity of the Contractor clearly visible on each side.

4.13 Hauling – All Refuse hauled by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are minimized.

4.14 Disposal – All Refuse collected for disposal by the Contractor shall be hauled to a legally permitted disposal site.

4.15 Maintenance of Dumpsters – If City reports a dumpster problem to Contractor (damage, rust, lid, etc.), Contractor has 30 days to repair or replace said dumpster. Contractor agrees to keep all dumpsters in a workmanlike and functional condition, and institute an annual repair and replacement program to ensure the overall good condition of dumpsters within the City. In a ten (10) year contract term the Contractor will replace up to 200 containers over the life of the contract for aesthetic reasons. If a Commercial Customer wants to have a special mural they paint on the container it must be approved by the City and Contractor.

- 4.16 Residential and Commercial – Contractor will report and distinguish between residential and commercial dumpsters within 90 days of execution of this agreement.

5. ALPINE LANDFILL LEASE

- 5.1. During the Initial Term of this Contract and any Renewal Term, Contractor shall and does hereby lease from the City and City does hereby lease to Contractor the Alpine Landfill. The Landfill also includes the buildings and improvements located upon the land area including, but not limited to, the scale house and scales. City also grants Contractor its customers, guests, invitees, employees, contractors, and licenses all easements, rights and privileges appurtenant hereto.
- 5.2 City warrants that it owns the Alpine Landfill and has full right and power to execute and deliver this Lease without the consent or agreement of any other person, and that those persons executing this Lease on behalf of City have the right and power to executed and deliver this Lease.
- 5.3 Contractor warrants the Contractor has full right and power to execute and deliver this Lease without the consent or agreement of any other person, and that those persons who have executed and delivered this Lease have the authority and power to execute this Lease on Tenant’s behalf and deliver this Lease to City.
- 5.4 The consideration for such lease shall be reflected on Attachment A “Landfill Base Rate”. The City shall not be charged for dumping of city generated waste—city dumpsters at city facilities, Residential monthly bulky item clean ups, solid waste sludge (annual maximum of ten (10) hauls per year), or animal bodies to specifically include free disposal of twenty-five (25) large animal bodies each year from the city animal services.
- 5.5 Contractor shall not be responsible for the payment of any real property taxes and assessments levied against the Landfill by any governmental or quasi-governmental authority, which are due and payable during the Term hereof.
- 5.6 Under this Lease, Contractor has the exclusive authority to control the operation and day-to-day management of the Landfill and shall keep it open in accordance with the permit limits. Contractor shall maintain records available to the City reflecting all loads, tonnage, charges, and revenue generated from tipping or other disposal at the landfill.
- 5.7 City hereby represents and warrants that the Alpine Landfill is built and operated in accordance with applicable federal, state and local laws, regulations and permits

("Laws") and if at any time during the Term the Alpine Landfill shall not be in compliance with such applicable Laws through no fault of Contractor, it shall be the responsibility of City to bring the Alpine Landfill back into compliance with such Laws. City agrees to warrant and defend Contractor in the quiet enjoyment and possession of the Alpine Landfill during the Term of this Contract and this Lease so long as Contractor complies with the provision hereof.

- 5.8 Contractor shall maintain the Landfill in compliance with all Laws, subject to the provisions of the foregoing paragraph, and shall be responsible for cleaning up any refuse blown from the Alpine Landfill by wind or other natural forces. Contractor shall not be responsible for cleaning up solid waste or refuse dumped or blown along the state highway leading to the Landfill unless it is dumped by Contractor or is blown from the Landfill. City shall maintain and repair all weather roads in the Landfill from the state highway to the unloading areas at its sole cost and expense. The maintenance of roads within the cell area of the Landfill at its sole cost and expense with a motor grader, a water truck and the man-power necessary to properly operate same. If such repairs and maintenance obligations are not completed within thirty (30) days after City has received written notice from Contractor of such state of despair, then Contractor may, but shall not be obligated to, prosecute such repairs itself, and apply the cost of such repairs against the next maturing monthly installments of consideration for this Lease due City hereunder. The City as the permittee is responsible for maintaining sufficient financial assurance required by all Laws.
- 5.9 City shall retain the responsibility for damages and response costs, if any, which occur as a result of operation of the Alpine Landfill prior to the Effective Date. After the Effective Date, Contractor shall retain the responsibility for damages and response costs, if any, which occur as a result of operations of the Alpine Landfill after Effective Date. Cost and Expenses of installation of monitoring systems and for closure and post-closure costs arising from the operation of the Alpine Landfill shall remain the sole responsibility of City. Costs of providing, transporting and installing cover material for use in Alpine Landfill operations, if such is required, shall also be the sole responsibility of City.
- 5.10 City hereby approves the construction of a solid waste transfer station within the Alpine Landfill for the purposes of enabling Contractor to control waste tonnage to meet state waste tonnage requirements of no more than 14,600 tons of waste disposed of at the Landfill per annum. City agrees to cooperate with Contractor in obtaining any necessary permits and approvals from the applicable governmental

authorities, at no cost or expense to City, including, without limitation, the execution of any applications or submittals in connection therewith, that may be required of City as the owner of the Landfill.

- 5.11 City and Contractor agree that Contractor shall have the first rights to all waste tonnage limits for the Alpine Landfill and that Contractor shall have the right to adjust waste disposal rates for any third party contractors or customers. Contractor has the right to subcontract ancillary parts of the operations to other entities, with notification to the City of Alpine based on market conditions and cost of operations.
- 5.12 Upon the expiration or earlier termination of the Term, Contractor shall surrender and deliver to City of Alpine Landfill, all buildings and improvements thereon other than Contractor's Property, in condition and repair typical for a solid waste landfill and solid waste transfer facility, reasonable wear and tear and damage due to casualty excepted, whereupon Contractor shall have no further right, title or interest in and to said Landfill ("Contractor's Property") shall be removed by Contractor on or before the last day of the Term and upon the earlier termination of this Lease pursuant to the provisions hereof, and Contractor shall repair any damage occasioned by the removal of Contractor's Property.
- 5.13 Payment to City for City Landfill. Contractor shall pay to the City the amount per ton shown in Exhibit A for each ton, rounded to the nearest tenth of a ton, for all Compacted and Non-Compacted Solid Waste hauled to the City's Landfill by Contractor ("Host Fee"). The Host Fee for year 1 shall be calculated as follows:

$\$60 \text{ per Compacted ton} \times 16\% = \$9.60$

$\$45.62 \text{ per Non-Compacted ton} \times 16\% = \$7.30$

This Host Fee shall be adjusted annually as shown in Exhibit A.

## 6. CUSTOMER RELATIONS

- 6.1 Office – The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8 AM to 5PM Monday through Friday. The telephone number of the office shall be prominently displayed on all of the Contractor's containers, carts, and trucks used in the City. If City selects the option to route Customer calls directly to Contractor's call center, Contractor will provide staff to respond to calls as required.
- 6.2 Point of Contact – Contact regarding legal issues shall be expressly between the

Contractor and the City Manager or designee.

- 6.3 Reporting of new or cancelled accounts – The City Manager or designee shall via telefax or email provide the Contractor with a daily written list of any Customers who have initiated or terminated service according to the City records. The Contractor will notify the City of any Customers that have requested initiation or termination of Refuse collection service and are not reflected on the written lists provided by the City.
- 6.4 Delinquent and Closed Accounts – The Contractor shall discontinue collection services for any Customer as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor will resume collection on the next regularly scheduled collection day. To the extent of the City’s liability under applicable law and without waiving the City’s governmental immunity, the City will indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the Contractor discontinuing service at any location at the direction of the City. Should the Customer be direct billed by the Contractor, the Contractor will set forth the amount of payment to be collected in accordance with the Contractor’s nonpayment policy before reinstatement of services shall be initiated.
- 6.5 Auditing of Customers – On an as needed basis and at a time mutually agreeable to the City and the Contractor, the Contractor will provide the City with billing audits which will compare units being billed versus units serviced to make certain that customer billing is accurate. When the Contractor identifies units that are being serviced and are not being billed, the Contractor will provide the addresses of the units to the City as well as the type of service being provided and the date such service began or ended. The City will have sixty (60) working days to verify the list and provide a response to the Contractor. The City may ask for an extension as necessary to complete the audit process. Units not being billed in error will be added to the billing. Units that should not be billed will be returned to the Contractor with the reason for not being added to the billing. Units not added will be removed from service.
- 6.6 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and if such allegations are verified, the Contractor shall arrange for the collection of the Refuse not collected within two (2) business days after the complaint is received.

## 7. TERMS OF CONTRACT

- 7.1 Effective Date – This Contract and performance of such Contract shall begin on March 1, 2022. All annual rate adjustments will follow “Attachment A”.

- 7.2 **Term of Contract** – The Contract shall be for a ten (10) year period beginning upon the Effective Date of the Contract and ending ten (10) year(s) thereafter. The initial term of the Contract shall automatically be extended for successive additional five (5) year terms unless either party notifies the other party in writing, not less than one hundred twenty (120) days prior to the expiration of the initial term or of any successive renewal term, of its intentions to terminate this Contract.
- 7.3 **Licenses and Taxes** – The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City.
- 7.4 **Compliance with Laws** – The Contractor shall conduct operations under this contract in compliance with all applicable State and Federal regulations, including municipal ordinances.
- 7.5 **Indemnity** – The Contractor will indemnify and save harmless the City, its officers, agents, servants and employees for and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees, arising out of the Contractor’s willful or negligent act or omission under this Contract, including Contractor’s officers, agents, servants, and employees; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorney’s fees arising out of the award of this Contract based upon any willful or negligent act or omission of the City, its officers, agents, servants and employees.
- 7.6 **Non-Discrimination** – The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.
- 7.7 **Transferability of Contract** – No Assignment of the Contract or any right occurring under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City. Such consent shall not be unreasonably withheld or delayed.
- 7.8 **Ownership** – Title to acceptable Garbage, Refuse, Recyclable Material, and Dead Animals shall pass to the Contractor when placed in Contractor’s collection vehicle, removed by the Contractor from a Container, or removed by Contractor from the Customer’s premises, whichever last occurs.
- 7.9 **Exclusions** – This Contract shall not cover hazardous, toxic or radioactive wastes or substances as currently or in the future defined as such by applicable Federal, State or Local Laws or regulations; and shall not be interpreted to prevent the removal of trash or rubbish by the generator of such trash or rubbish. The Contractor may contract, but shall not be required, pursuant to this Contract, for hauling human

waste, hazardous waste, auto parts, rocks, concrete, sand, gravel, or dirt; provided that the Contractor shall be responsible for and the owner of any such material the Contractor agrees to collect or haul. The Contractor will be responsible for billing and collecting for these services.

7.10 Performance Cancellation – In the event the City alleges the Contractor has failed to meet the performance outlined in the Contract, the City shall provide written notice to the Contractor by certified letter outlining each deficiency and setting up a hearing to discuss the issues in front of the City. At the hearing the City will advise the Contractor of each deficiency and place the Contractor on notice that it has a thirty (30) day cure period to correct these issues in the future. At the expiration of the cure period, a second hearing shall be held. If the Contractor has corrected the issues outlined during the thirty (30) day cure period, no action will be taken against the Contractor. If Contractor has not corrected the issues outlined during the thirty (30) day cure period, the City may opt to terminate the contract by giving a thirty (30) day written notice to Contractor by certified or registered mail with a return receipt requested.

7.11 Contracting Parties – Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, delivered in person or sent certified, return receipt requested, United States Mail, or by machine-confirmed facsimile followed by mailed copy, addressed set forth below:

If to the City:                      City of Alpine  
  ATTN: City Manager  
  100 N. 13<sup>th</sup> St.  
  Alpine, TX 79830  
  Email: [megan.antrim@ci.alpine.tx.us](mailto:megan.antrim@ci.alpine.tx.us)

If to the Contractor: Texas Disposal Systems, Inc.  
  ATTN: Contract Administrator  
  P.O. Box 17126  
  Austin, TX 78760-7126  
  Email: [contractadmin@texasdisposal.com](mailto:contractadmin@texasdisposal.com)

## 8. INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect General Liability, Worker’s Compensation, Public Liability and Property Damage Insurance. All insurance shall be maintained with insurers licensed and approved to do an insurance business in the State of Texas. Before commencement of work hereunder, the Contractor agrees to furnish the City with Certificates of Insurance or other evidence satisfactory to the

City to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
General Liability	\$1,000,000 per occurrence
Worker's Compensation	Statutory Limits
General Aggregate	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 combined single limit
Excess Liability	\$5,000,000 per occurrence

9. BASIS AND METHOD OF PAYMENT

9.1 Rates – The fees provided in “Attachment A” by the Contractor will establish pricing for the first ten (10) year(s) of the Contract. The fees charged by the City to its Customers will be at the discretion of the City.

The Refuse Collection and Disposal charges provided by “Attachment A” shall include all disposal, fuel, and related costs.

9.2 Modification to rates

a) Contractor rates to the City are listed in “Attachment A”.

In any renewal term, contract rates will continue to increase annually by the same percentage as indicated in the preceding ten (10) year(s), unless alternative rates are agreed to by both parties.

b) The Contractor may petition the City, and being subject to City approval, at any time for additional rate and price adjustments due to unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; increases in the cost of doing business, such as but not limited to increases in fuel, insurance, etc.

c) The rates will be adjusted by the City's proportionate share of any changes in expenditures (whether capital or operational) required solely by Federal, State, or Local law, regulation, rule, ordinance, order, permit or permit condition that becomes effective after the Effective Date of this Contract, and that was not imposed as a penalty or sanction because of action or inaction of

Contractor to comply with a legal requirement. The same shall exist for any fees, taxes or assessments imposed by Federal, State or Local government. The Contractor shall furnish the City with calculations showing the basis for any such adjustment at least sixty (60) days before implementation.

9.3 Contractor Billing to City – The Contractor shall bill the City for services rendered to each unit within ten (10) working days following the end of the month.

9.4 Payment by City to Contractor – The City shall pay the Contractor on or before the 30<sup>th</sup> day following the date of each bill. Such billing and payment shall be based on the rates and schedules set forth in the Contract Documents.

The Contractor shall be entitled to payment for services rendered to each unit irrespective of whether or not the City collects from the Customer for such services. However, if services are required by law to be provided and for which services the Contractor or the City cannot charge or collect, as in Bankruptcy proceedings, then the Contractor shall not be entitled to payment for such services rendered.

9.5 Late Payments – Payments after the 30<sup>th</sup> day will accrue interest as provided in Chapter 2251 of the Texas Government Code as amended.

## 10. NOTIFICATIONS

The City, as allowable under law, will provide the Contractor with direct contact information for each Customer for the purpose of providing notifications. Contact information provided by the City will not be disclosed to any unrelated party for any purpose except as required by law and those directly related to the fulfillment of this Contract.

The Contractor shall provide documentation on service alerts and holiday scheduling via social media postings and notifications through TDS' Waste Wizard notification system. All residents are eligible to sign up for the Waste Wizard, which is available as an app on Google Play and Apple's App Store, as well as an online tool at TexasDisposal.com and Facebook.com/TexasDisposalSystems. The Waste Wizard allows customized notifications for residents based on area and service day. The Contractor shall also notify the City regarding holiday and routing service day changes.

1) Route Changes – The Contractor shall give notice to the affected Customers at the Contractor's expense.

- 2) Holiday Schedule Changes – The Contractor shall make the schedule available to the affected Customers when holidays will affect a scheduled collection day, if different than as outlined in Section 4.10

#### 11. MARKETING

The Contractor will provide the following materials to the City at its own expense upon the signing of the Contract.

- 1) Contractor will provide service information to the City to be dispersed to Residential Customers. The information will include, but not be limited to, the day of service, times for placement, services provided and their limits, and recycle program (if applicable.)
- 2) A PDF version of a flyer shall be given to the City to provide Residential Customers upon move in. The PDF flyer shall include, but will not be limited to, the day of service, times for placement, service provided, and the recycle program (if applicable).
- 3) Any and all press releases to be mutually agreed upon by the Contractor and the City.
- 4) All Marketing that benefits the City and Contractor will be provided digitally by the Contractor at no additional cost.

#### 12. RIGHTS OF THE CONTRACTOR

The City, during the term of this Contract, shall not enter into any contract with a third party to obtain the services performed by the Contractor under this Contract and shall not suffer or permit any other party to provide similar service within the territorial jurisdiction of the City. This Contract shall be exclusive and mandatory with the Contractor.

#### 13. RIGHTS OF THE CITY

The City shall be entitled to establish the amounts to be billed by the City for the services to be provided pursuant to this Contract, to include, but not limited to, the Contract fees and charges payable to the Contractor.

This Contract shall not be construed or be interpreted as waiving any regulatory or police powers, except to the extent, if any, specifically provided herein.

**14. AMENDMENTS**

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendments shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

**15. FORCE MAJEURE**

The Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, government order or regulation, epidemic, pandemic, quarantine, strike, fire, accident, and Act of God, or similar or different contingency beyond the reasonable control of the Contractor.

**16. SEVERABILITY AND VENUE**

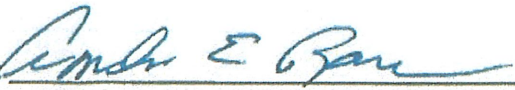
In the event that any provision or portion thereof of the Contract Documents shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of the Contract Documents shall not affect the validity or enforceability of any other provision portion thereof within the Contract Documents provided that, if the Contractor seeks to invalidate or void any term or provision of this Contract, this Contract shall, at the sole discretion of the City be terminated and become null and void. In the event the City should decide to terminate this Contract, for such reason or reasons, that decision by the City shall not be construed as a waiver by the City to pursue any of its rights at law or in equity to which it may be entitled or as an estoppel to City's pursuing such rights. Venue for any litigation based on this Contract shall be in a court of competent jurisdiction in Travis County, Texas and the parties agree that the Contract is partially performable therein.

IN WITNESS WHEREOF, the City and the Contractor, each representing that its signatory hereto has full authority to bind it hereto, have executed this Contract on the date hereinafter referred.

Dated this 1<sup>ST</sup> day of MARCH 2022 in the City of ALPINE, Texas.

ATTESTED HEREUNTO:

City of Alpine  
Brewster County, Texas

By:   
Andy Ramos  
Mayor

Dated: 03-01-2022

ATTESTED HEREUNTO:

Texas Disposal Systems, Inc.

By:   
Ja-Mar Prince  
Municipal Sales Supervisor

Dated: 03-01-2022

**ATTACHMENT A**

**RATE SHEET**

**City of Alpine**

SERVICE TYPE	RATE YR 1	RATE YR 2	RATE YR 3	RATE YR 4	RATE YR 5
<b>Res Inside</b>	\$31.54	\$32.49	\$33.46	\$34.46	\$35.49
<b>COMMERCIAL</b>					
1.5 CY 1X per week (Minimum Charge)	\$85.00	\$87.55	\$90.18	\$92.89	\$95.68
3.0 CY 1XW	\$106.00	\$109.18	\$112.46	\$115.83	\$119.30
4.0 CY 1XW	\$122.00	\$125.66	\$129.43	\$133.31	\$137.31
<b>Special Small Commercial &lt;.5 CY</b>	\$45.00	\$46.35	\$47.74	\$49.17	\$50.65
1.5 CY 2XW	\$163.00	\$167.89	\$172.93	\$178.12	\$183.46
3.0 CY 2XW	\$200.00	\$206.00	\$212.18	\$218.55	\$225.11
4.0 CY 2XW	\$230.00	\$236.90	\$244.01	\$251.33	\$258.87
1.5 CY 3XW	\$238.00	\$245.14	\$252.49	\$260.06	\$267.86
3.0 CY 3XW	\$297.00	\$305.91	\$315.09	\$324.54	\$334.28
4.0 CY 3XW	\$338.00	\$348.14	\$358.58	\$369.34	\$380.42
1.5 CY 4XW	\$316.00	\$325.48	\$335.24	\$345.30	\$355.66
3.0 CY 4XW	\$393.00	\$404.79	\$416.93	\$429.44	\$442.32
4.0 CY 4XW	\$445.00	\$458.35	\$472.10	\$486.26	\$500.85
1.5 CY 5XW	\$393.00	\$404.79	\$416.93	\$429.44	\$442.32
3.0 CY 5XW	\$488.00	\$502.64	\$517.72	\$533.25	\$549.25
4.0 CY 5XW	\$552.00	\$568.56	\$585.62	\$603.19	\$621.29
1.5 CY 6XW	\$469.00	\$483.07	\$497.56	\$512.49	\$527.86
3.0 CY 6XW	\$581.00	\$598.43	\$616.38	\$634.87	\$653.92
4.0 CY 6XW	\$660.00	\$679.80	\$700.19	\$721.20	\$742.84
Lock Bar	\$20.00	\$20.60	\$21.22	\$21.86	\$22.52
Extra Pickup 1.5 CY	\$60.00	\$61.80	\$63.65	\$65.56	\$67.53
Extra Pickup 3 CY	\$75.00	\$77.25	\$79.57	\$81.96	\$84.42
Extra Pickup 4CY	\$85.00	\$87.55	\$90.18	\$92.89	\$95.68

Permit Fee	\$38.04	\$39.18	\$40.36	\$41.57	\$42.82
1.5 CY 1X Recycle	\$80.00	\$82.40	\$84.87	\$87.42	\$90.04
3.0 CY 1X Recycle	\$102.00	\$105.06	\$108.21	\$111.46	\$114.80
4.0 CY 1X Recycle	\$117.00	\$120.51	\$124.13	\$127.85	\$131.69
1.5 CY 2X Recycle	\$152.00	\$156.56	\$161.26	\$166.10	\$171.08
3.0 CY 2X Recycle	\$192.00	\$197.76	\$203.69	\$209.80	\$216.09
4.0 CY 2X Recycle	\$219.00	\$225.57	\$232.34	\$239.31	\$246.49
Extra Pickup 1.5 CY	\$50.00	\$51.50	\$53.05	\$54.64	\$56.28
Extra Pickup 3.0 CY	\$65.00	\$66.95	\$68.96	\$71.03	\$73.16
Extra Pickup 4.0 CY	\$75.00	\$77.25	\$79.57	\$81.96	\$84.32

SERVICE TYPE	PROPOSED RATE YR 6	PROPOSED RATE YR 7	PROPOSED RATE YR 8	PROPOSED RATE YR 9	PROPOSED RATE YR 10
Res Inside	\$36.55	\$37.65	\$38.78	\$39.94	\$41.14
<b>COMMERCIAL</b>					
1.5 CY 1XW (Minimum Charge)	\$98.55	\$101.51	\$104.56	\$107.70	\$110.93
3.0 CY 1XW	\$122.88	\$126.57	\$130.37	\$134.28	\$138.31
4.0 CY 1XW	\$141.43	\$145.67	\$150.04	\$154.54	\$159.18
Special Small Commercial <.5CY	\$52.17	\$53.74	\$55.35	\$57.01	\$58.72
1.5 CY 2XW	\$188.96	\$194.63	\$200.47	\$206.48	\$212.67
3.0 CY 2XW	\$231.86	\$238.82	\$245.98	\$253.36	\$260.96
4.0 CY 2XW	\$266.64	\$274.64	\$282.88	\$291.37	\$300.11
1.5 CY 3XW	\$275.90	\$284.18	\$292.71	\$301.49	\$310.53
3.0 CY 3XW	\$344.31	\$354.64	\$365.28	\$376.24	\$387.53
4.0 CY 3XW	\$391.83	\$403.58	\$415.69	\$428.16	\$441.00
1.5 CY 4XW	\$366.33	\$377.32	\$388.64	\$400.30	\$412.31
3.0 CY 4XW	\$455.59	\$469.26	\$483.34	\$497.84	\$512.78
4.0 CY 4XW	\$515.88	\$531.36	\$547.30	\$563.72	\$580.63
1.5 CY 5XW	\$455.59	\$469.26	\$483.34	\$497.84	\$512.78
3.0 CY 5XW	\$565.73	\$582.70	\$600.18	\$618.19	\$636.74
4.0 CY 5XW	\$639.93	\$659.13	\$678.90	\$699.27	\$720.25
1.5 CY 6XW	\$543.70	\$560.01	\$576.81	\$594.11	\$611.93

3.0 CY 6XW	\$673.54	\$693.75	\$714.56	\$736.00	\$758.08
4.0 CY 6XW	\$765.13	\$788.08	\$811.72	\$836.07	\$861.15
Lock Bar	\$23.20	\$23.90	\$24.62	\$25.36	\$26.12
Extra Pickup 1.5 CY	\$69.56	\$71.65	\$73.80	\$76.01	\$78.29
Extra Pickup 3 CY	\$86.95	\$89.56	\$92.25	\$95.02	\$97.87
Extra Pickup 4 CY	\$98.55	\$101.51	\$104.56	\$107.70	\$110.93
Permit Fee	\$44.10	\$45.42	\$46.78	\$48.18	\$49.63
1.5 CY 1X Recycle	\$92.74	\$95.52	\$98.39	\$101.34	\$104.38
3.0 CY 1X Recycle	\$118.24	\$121.79	\$125.44	\$129.20	\$133.08
4.0 CY 1X Recycle	\$135.64	\$139.71	\$143.90	\$148.22	\$152.67
1.5 CY 2X Recycle	\$176.21	\$181.50	\$186.95	\$192.56	\$198.34
3.0 CY 2X Recycle	\$222.57	\$229.25	\$236.13	\$243.21	\$250.31
4.0 CY 2X Recycle	\$253.88	\$261.50	\$269.35	\$277.43	\$285.75
Extra Pickup 1.5 CY	\$57.97	\$59.71	\$61.50	\$63.35	\$65.25
Extra Pickup 3.0 CY	\$75.35	\$77.61	\$79.94	\$82.34	\$84.81
Extra Pickup 4.0 CY	\$86.95	\$89.56	\$92.25	\$95.02	\$97.87

**Landfill Host Fee**

	Compacted Ton	Non-Compacted Ton
Year 1	\$9.60	\$7.30
Year 2	\$9.89	\$7.52
Year 3	\$10.18	\$7.74
Year 4	\$10.49	\$7.98
Year 5	\$10.80	\$8.22
Year 6	\$11.13	\$8.46
Year 7	\$11.46	\$8.72
Year 8	\$11.81	\$8.98
Year 9	\$12.16	\$9.25
Year 10	\$12.53	\$9.52

**Landfill Rates & Lease Fees**

In addition to the compacted and non-compacted rates, the City request Proposer to include rates/fees for single item disposals. Included below are the minimum rates. Proposers should include as many items as possible that may benefit the residents of Alpine and assist with the deterrence of illegal dumping.

**10 Year**

DESCRIPTION	PROPOSED RATE	LANDFILL LEASE FEE (CITY PORTION)
Compacted – Per Ton	\$105.00	25%
Non-Compacted – Per Ton	\$95.00	25%
<b>Single Item Disposal</b>		
Recliner/Chair	\$65	25%
Couch	\$65	25%

Mattress – Various Sizes	\$65.00	25%
Box Springs – Various Sizes	\$65.00	25%
Water Heater	\$0.00	0%
Stove	\$0.00	0%
Washer	\$0.00	0%
Dryer	\$0.00	0%
Dishwasher	\$0.00	0%
Refrigerator (must be tagged)	\$0.00	0%
Freezer (must be tagged)	\$0.00	0%
AC Unit (must be tagged)	\$0.00	0%
Refrigerator (not tagged)	\$130.00	25%
Freezer (not tagged)	\$130.00	25%
AC Unit (not tagged)	\$130.00	25%
Dead Animals (Large)*	\$130	25%
Dead Animals (Small)*	\$40	25%

\*Contractor will adjust the price for dead animals, per Section 5.4 of the Contract Document. Contractor will accept a maximum of twenty-five (25) large (not to exceed 400 pounds) and 200 small dead animals at the landfill delivered by city trucks and city employees at no charge.

# MUNICIPAL SOLUTIONS

Texas Disposal Systems helps municipalities organize and manage their job sites to divert waste to beneficial uses. TDS incorporates solid waste disposal, compost production and recycling operations to make it easier than ever to reduce the landfilling of resources. Our specialized recycling reporting makes it easy to track green initiatives. We also offer contract bundle pricing.

## PRODUCTS & SERVICES

### SOIL COMPOST and MULCH

As a Seal of Testing Assurance certified provider by the United States Composting Council, our products are regularly sampled and tested for chemical, physical and biological components as well as safety and environmental protection, ensuring a superior organic product.

### TREES

With a wide range of trees, we're sure to have exactly what you need to enhance your next job site.

### BRUSH GRINDING

We can grind brush on your job site and stock pile for your reuse or haul away to one of our facilities where it will be recycled into compost.

### EROSION CONTROL

We offer the latest in recycled, cutting-edge alternatives for erosion control including compost blankets and filter socks.

### EXCAVATION

We offer land clearing solutions to responsibly handle surplus earth and organic materials from excavation projects.

### SOURCE SEPARATION of MATERIALS ON-SITE

Including concrete, wood, metal, sheetrock and brush [some materials may be subject to approval].

### CONCRETE and DEMOLITION RECYCLING

Our recycling process helps you meet environmental standards and project initiatives.

### HAULING

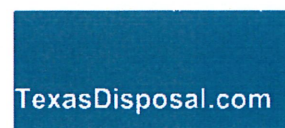
For efficiency and convenience, we'll haul away excess materials for you.

### ROLL-OFF DUMPSTERS

With prompt and professional service, we work around your schedule and specific needs.

### PORTABLE RESTROOMS

Multiple sizes and styles including standard single units, luxury restroom trailers, contemporary shower trailers, and hand washing stations.



## ATTACHMENT C

### DEFINITIONS

1. Acceptable Container – Containers provided by Contractor.
2. Acceptable Waste – Waste produced at a Residential or Commercial unit other than extraordinary amounts produced due to natural or man-made disasters, but not including hazardous waste, dead animals in excess of ten (10) pounds, construction waste, ammunition, hot ashes, tires, stumps, or other waste prohibited in a municipal solid waste landfill.
3. Building Material – Any material such as lumber, brick, plaster, gutters or other substances accumulated as a result of repairs or additions to existing buildings, construction or new buildings or demolition of existing structures.
4. Bulky Waste – Waste that includes sofas, stoves, refrigerators, water tanks, washing machines, dryers, air conditioners, sinks, toilets, furniture, and other waste materials and appliances (certified where applicable as Freon-free), and like items other than construction debris, or stable matter with weight or volumes greater than allowed in approved containers, as the case may be or that can be safely loaded by one (1) person.
5. Bundle – Tree, shrub and brush trimmings or newspaper and magazines securely tied together, forming an easily handled package not exceeding four (4) feet in length, thirty-five (35) pounds in weight. Limbs within the bundle must be no more than four (4) inches in diameter.
6. Collection – The practice of picking up municipal solid waste and/or recycling and/or composting using carts and containers with vehicles of safe design and construction and hauling municipal solid waste from the collection site to properly permitted or authorized facility and operated disposal site(s) as determined by the Texas Commission on Environmental Quality (TCEQ).
7. Commercial Unit – All commercial buildings or premises, including retail, wholesale, institutional, religious, governmental or other non-residential establishment, at which Garbage, Trash, Refuse or Recycling may be generated, having a physical address within the corporate limits of the City. All Customers and accounts that are not a Residential Unit.

8. Commodity – Materials that can be sold in a spot or future market for processing and use or reuse.
9. Complaint – A communication from a Customer to Contractor or Entity concerning service, which upon investigation by the Contractor or the City, is determined to be correct and shall prompt some action by the Contractor or the City.
10. Construction Debris Waste – Waste building materials resulting from construction, remodeling, repair or demolition operations.
11. Construction Site – Any location, lot, site or area in the Entity upon which building, remodeling or construction is being performed.
12. Container (Commercial/Industrial) – A metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Unit(s). No less than two (2) cubic yards nor larger than eight (8) cubic yards.
13. Contract- The agreement for Solid Waste Collection and Disposal Services.
14. Contract Area – The area within the bounds of the Entity at the date of this Contract and any other areas that may be incorporated by the Entity during the term of this contact.
15. Contract Year – Each 365 or 366 day period commencing upon the Effective Date of the Contract and each anniversary thereafter and ending the penultimate day prior to the next such anniversary date.
16. Contractor – Texas Disposal Systems, Inc.
17. Customer – An occupant of a Residential Unit or Commercial Unit who generates Refuse or a Commercial or Industrial occupant who is disposing of construction debris or solid waste through our Roll Off services.
18. Dead Animals – Animals or portions thereof equal to or greater than ten (10) pounds, that have expired from any cause, except those slaughtered or killed for human use and properly placed in an acceptable container, must be disposed of separate from this Contract.

19. Disposal Site – A Refuse depository licensed and permitted by the State of Texas selected for use by the Contractor, including, but not limited to Texas Type I sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing of final disposal of Refuse, garbage, bulky waste, brush construction debris, dead animals and Commercial and Institutional waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits and approvals.
20. Effective Date – The date the Contract comes into effect pursuant to Section 6.1.
21. Entity – The City named herein.
22. Garbage – Any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal, vegetable or other matter (including, but not by way of limitation), that are used in tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
23. Hazardous Waste – Any chemical, compound, mixture, substance or article which is designated by the Environmental Protection Agency (EPA) under the Resource Conservation Recovery Act, 42 U.S.C. Section 1002, et. Seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et. Seq., regulations promulgated there under or appropriate agency of the State, to be hazardous or toxic as defined by, or pursuant to Federal or State Law. This term does not include small quantity generator of household hazardous waste, as defined by Federal or State Law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
24. Illegal dumping is the disposal of trash generated at one location and disposed of at another location without legal permission. This includes dumping yard waste, appliances, tires and other garbage including bulky items in alleys, dumpsters, vacant lots and open desert locations.

25. **Industrial Refuse** – All non-hazardous waste materials that are a by-product or generated from a manufacturing process.
26. **Industrial Unit** – All manufacturing Customers whose solid wastes are (i) compacted by industrial sized compactors and stored in containers for hauling to the disposal site, or (ii) processed by dust collection units containers for hauling to the disposal site or (iii) collected for disposal with a frequency of more than one (1) time per week, having a physical address in the Entity and not a Residential or Commercial Unit.
27. **Landfill** – A sanitary landfill of the Contractor’s selection permitted by the State of Texas, that is operated and maintained in compliance with the applicable law.
28. **Municipal Solid Waste** – All non-hazardous (as defined by CERCLA and other acceptable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, Garbage, Ashes, Refuse, Rubbish, Waste Materials, Brush, Paper, Plastic, Yard Waste (including brush, tree trimmings, and Christmas trees), discarded Appliances, Home Furniture, and furnishings, provided that such material must be of type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.
29. **Multi-Family Dwelling** – Any single structure occupied by more than two families.
30. **Premises** – All public and private establishments including individual residences, all multi-family dwellings, Residential care facilities, hospitals, schools, businesses, other buildings or vacant lots.
31. **Recycling** – “Recycle” or “Recycling” means any process or portion thereof by which solid waste or materials which would otherwise become solid waste are separated, collected and processed for reuse or returned to use or to market in the form of raw materials or products. Includes green, brown, and clear glass; plastics #1-#7 (except Styrofoam); aluminum, tin, and steel cans; and newsprint, cardboard, boxboard, junk mail, magazines, and office paper.
32. **Refuse** – This term shall refer to all garbage, rubbish, bulky waste, construction debris and stable matter generated by Residential, Commercial or Industrial units, unless the context otherwise requires.

33. Residential Refuse – All garbage and rubbish generated by a producer at a Residential Unit.
34. Residential Unit – A dwelling within the Contract Area occupied by a person or a group of persons comprised of not more than two (2) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
35. Roll Off – A unit varying in capacity between fourteen (14) and forty (40) cubic yards which is used for collecting, storing, transporting building materials, business trash, Industrial waste, Refuse or Yard Waste. Not all container sizes are available in all service areas. The unit may be of the open or closed variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and becomes an integral part of transporting the waste material to the final disposal site.
36. Rubbish – Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, excelsior, furniture, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible pulp, ashes, cinders, floor sweepings, and other products, such as are used for packaging, or wrapping; noncombustible rubbish includes crockery, glass, tin cans, aluminum cans, metal furniture, mineral or metallic substance.
37. Special Waste – Any waste material including but not limited to, waste discarded from a non-residential source from an industrial process (including process sludge); waste from a pollution control process (e.g., baghouse dust, treatment plant sludge, filter cake, sedimentation pond cleanout, etc.); waste container free liquids (free liquid wastes are those wastes which fail the paint filter test prescribed by the United States Environmental Protection Agency method 9095); residue and debris from the cleanup of a spill of any size of a chemical substance or commercial product or a waste listed previously or afterward; contaminated residuals from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial products, or waste listed herein; any waste which is non-hazardous as a result of treatment pursuant to RCRA Subtitle C; chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.

38. **Stable Matter** – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from keeping of animals, livestock or poultry.
  
39. **Utility** – A public service provided by a public or private company such as natural gas, electricity, telephone, cable television, storm and sanitary sewers and other, that are normally located in or above a public or private street or right-of-way. Utility does not include the public or private street. For the purpose of the Contract, a utility as defined above shall be located in or above the right-of-way in a manner that is consistent with governmental regulations and safe utility practices.
  
40. **Yard Waste** – Grass clippings, leaves, and brush and shrubbery trimmings.

**ATTACHMENT D**

**CITY SERVICES AT NO COST**

**City of Alpine**

**City Services:**

LOCATION	ADDRESS	SERVICE TYPE	FREQUENCY	# AND SIZE OF CONTAINER(S)
Gas Company	1400 N. Apple	Trash	1	1-3 yd SL
Alpine Swimming Pool	14000 N. Fighting Buck	Trash	1	1-3yd SL
Alpine Kokernot Park	1300 N. Fighting Buck	Trash	1	2-3yd SL
Alpine Airport	3401 N. Hwy 118	Trash	2	1-3 yd SL
Alpine Sunshine House	201 E. Sul Ross	Trash	1	1-3yd SL
Alpine Baines Park	400 S. 5 <sup>th</sup>	Trash	1	2-3yd SL
Alpine Warehouse	709 S. 9 <sup>th</sup>	Trash	1	1-3yd SL
Alpine Neighborhood Center	607 W. Avenue I	Trash	1	1-3 yd SL
Alpine City Hall	100 N. 13 <sup>th</sup>	Trash Recycle	2 1	2-3yd SL 3-3yd SL
Alpine Police Dept.	309 W. Sul Ross	Trash Recycle	2 1	3-3yd SL 1-3yd SL
Alpine Utilities Dept.	309 W Sul Ross	Trash	1	1-3yd SL
Old Fire House	109 N. 8 <sup>th</sup>	Trash	1	1-3yd SL
Hal Flanders Recycle Center	2700 Cemetery Rd.	Recycle	1	6-3yd SL
Alpine Sewer Plant (up to 10 hauls annually)	N. Hwy 118	Trash Sludge disposal	1	2-3yd SL
Alpine Animal Shelter	2900 Old Marathon Hwy	Trash Lock Bar	2	1-3yd SL 1-Lock Bar
Alpine Animal Shelter and dead animals found in city (under 400 pounds)		Dead animals	N/A	N/A
Dead animals delivered to the		Dead animals	N/A	N/A

landfill from city trucks: a maximum of twenty-five (25) large (not to exceed 400 pounds) and 200 small dead animals				
Medina Park	309 S 11 <sup>th</sup>	Trash		
Pueblo Nuevo Park	1501 E Ave H	Trash		

# CITY COUNCIL AGENDA ITEM REPORT

November 18, 2025

Agenda Item No. 12A

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: Approve



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## AGENDA ITEM

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Approve the second and final reading of Ordinance 2025-11-01, an ordinance 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 for the Following Clauses: Findings of Fact, Inclusion in the Code of Ordinances, Cumulative, Severability, Proper Notice and Meeting, Public Hearing, and Effective Date. (G. Calderon, Interim City Manager)

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## EXECUTIVE SUMMARY

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### 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. This item was added on October 21, 2025 for information or discussion and no amendments to the ordinance were recommended. The first reading of the ordinance was approved on November 4, 2025.

### 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

#### 2. 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.

### 3. 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 adequate time for review and ensure consistent and transparent packet delivery.
- These updates are in alignment with the the agenda posting deadline of 3 business days implemented by the passage of HB 1522. 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

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## SUPPORTING MATERIALS

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1. 2025-11-01 ORDINANCE - Rules of Procedure Sec. 23-9

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## BUDGET CONSIDERATIONS

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

Additional Funding: N/A

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**APPROVERS**

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

Approved - 11/6/2025  
Final Approval - 11/6/2025

**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 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 18<sup>th</sup> 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.
  - (~~l~~ 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.

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(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](http://www.cityofalpine.com/councilcomments). Public comments may be made regarding agenda items only. Attendees must be physically present in order to address the city council. Comments by proxy are not allowed. Public comments are limited to 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. 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 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.

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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***

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**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)

## CITY COUNCIL AGENDA ITEM REPORT

November 18, 2025

Agenda Item No. 12B

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve the second and final reading of Ordinance 2025-11-02, an ordinance amending Chapter 16 – Boards, Commissions, and Committees of 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 for the Following Clauses: Findings of Fact, Inclusion in the Code of Ordinances, Cumulative, Severability, Proper Notice and Meeting, Public Hearing, and Effective Date. (G. Calderon, Interim City Manager)

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### EXECUTIVE SUMMARY

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#### 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. This item was added as an information or discussion item on October 21, 2025 and no updates were recommended to the proposed ordinance. The first reading of the ordinance was approved on November 4, 2025 with amendments. The amendments included updating the Parks and Recreation Board to the Parks and Recreation *Advisory* Board and updating the Hotel Occupancy Tax Committee to Hotel Occupancy Tax *Advisory Board*.

#### 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.

## 2. 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.

## 3. 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.

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**SUPPORTING MATERIALS**

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1. 2025-11-02 ORDINANCE - Boards, Commissions, Committees Update

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/10/2025  
Final Approval - 11/10/2025

**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 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 18<sup>th</sup> 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)

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**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~~ ADVISORY BOARD**

### **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)

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### **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.

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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)

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**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

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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)

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**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 ADVISORY 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

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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~~

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~~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

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### **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.

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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.

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(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)

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### **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)

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**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)

## CITY COUNCIL AGENDA ITEM REPORT

November 18, 2025

Agenda Item No. 12C

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve the first and final reading of Ordinance 2025-11-03, an ordinance amending the City of Alpine Fiscal Year 2025-2026 Budget to recommit and appropriate funding from the Creek Trail Reserves for funds committed for a Splash Pad to the General Fund Pool Maintenance for Municipal Pool Improvements; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date. (G. Calderon, Interim City Manager)

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### EXECUTIVE SUMMARY

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#### **Purpose**

To amend the FY 2025–2026 Budget to recommit and appropriate \$61,838 in previously designated Splash Pad project funds held in the Creek Trail Reserves to the General Fund Pool Maintenance account to support municipal swimming pool repairs and improvements.

#### **Background**

In 2017, the City received funds intended to support community recreation and quality-of-life amenities. A portion of those funds was later designated for a splash pad project. The splash pad project was not implemented, and the designated funds remain committed and unused in the Creek Trail Reserve account.

The municipal swimming pool requires necessary maintenance and facility upgrades prior to the upcoming pool season. Reallocating these committed funds ensures continued delivery of a critical recreational asset and aligns with the original donor intent of supporting local community recreation. Exhibit “A” identifies the budget line adjustments for both the transfer and the appropriation.

#### **Fiscal Impact**

**Total Reallocation/Appropriation:** \$61,838

The amendment increases the General Fund Pool Maintenance line item accordingly, with a corresponding transfer from the Creek Trail Reserve committed funds.

**Recommendation**

It is recommended that the City Council approve the first and final reading of Ordinance 2025-11-03 to amend the FY 2025-2026 Budget and reallocate funding for municipal pool improvements.

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**SUPPORTING MATERIALS**

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- 1. 2025-11-03 ORDINANCE 2025-2026 BUDGET AMENDMENT CREEK TRAIL SPLASHPAD TRANSFER POOL MAINTENANCE
- 2. Budgt Amendment Creek Trail Reserves Nov 18 2025
- 3. 2021-08-02 RES RESCINDING ETP DESIGNATION

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**BUDGET CONSIDERATIONS**

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Expenditure Required:  
\$61,838

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

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**APPROVERS**

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

Approved - 11/10/2025  
Final Approval - 11/10/2025

**ORDINANCE 2025-11-03**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING THE CITY OF ALPINE FISCAL YEAR 2025-2026 BUDGET TO RECOMMIT AND APPROPRIATE FUNDING FROM THE CREEK TRAIL RESERVES FOR FUNDS COMMITTED FOR A SPLASH PAD TO GENERAL FUND POOL MAINTENANCE FOR MUNICIPAL POOL IMPROVEMENTS; PROVIDING FOR THE FOLLOWING CLAUSES: FINDINGS OF FACT, CUMULATIVE, PROPER NOTICE AND MEETING, AND EFFECTIVE DATE.**

**WHEREAS**, in June 2017, Energy Transfer Partners donated \$400,000 to the City of Alpine to support community safety and quality-of-life improvements; and

**WHEREAS**, on June 20, 2017, the City Council accepted the donation and allocated \$215,000 to the development of a scenic walking path and \$185,000 for Alpine Volunteer Fire Department equipment; and

**WHEREAS**, the designated project for the scenic walking path was later amended by Resolution 2021-08-02, which redirected \$50,000 of the funds to support the development of a splash pad project and committed the remaining balance toward the purchase of emergency generators for municipal emergency preparedness; and

**WHEREAS**, although the \$50,000 was committed to the splash pad project, the City has not moved forward with construction of the splash pad, and the City Council now finds that these funds are more urgently needed to support necessary municipal swimming pool improvements in advance of the upcoming pool season; and

**WHEREAS**, it is in the best interest of the citizens of Alpine to amend the Fiscal Year 2025-2026 Budget to reflect the reallocation of the previously committed splash pad funds from the Creek Trail Reserve account to the General Fund Pool Maintenance account, as reflected in Exhibit "A"; and

**WHEREAS**, the City Council finds that reallocating these funds to maintain and improve the municipal swimming pool continues to fulfill the donor’s intent of supporting community recreation and enhancing the quality of life for Alpine residents.

**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 18<sup>TH</sup> DAY OF NOVEMBER, 2025, BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**FIRST AND FINAL READING**

**NOVEMBER 18, 2025**

**ATTEST:**

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

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

# "Exhibit A"

# FY 2025-2026 Budget Amendments

Requestor: Geoffrey Calderon

## 1) Re-commit funds from Creek Trail Reserves Splash Pad to General Fund Pool Maintenance and Recreation Operations

Department	Line - Item	Description	Original Budget	Amended Budget	Proposed Amendment	Amended Budget
<b>PARKS &amp; POOL</b>						<b>Increase/(Decrease)</b>
Transfer In	01-599-9101	Creek Trail Reserves - Splash Pad	\$ -	\$ -	\$ 61,838.00	\$ 61,838.00
				<b>Revenue</b>	<b>\$ 61,838.00</b>	
Appropriation	01-642-0707	Pool Maintenance	\$ 15,000.00	\$ 15,000.00	\$ 61,838.00	\$ 76,838.00
				<b>Appropriation</b>	<b>\$ 61,838.00</b>	

*Note: Funds to be transferred in from Creek Trail Reserves - Splash Pad (Committed Funds) held in Texas Class Investment Account*

THE STATE OF TEXAS

COUNTY OF BREWSTER

CITY OF ALPINE

**RESOLUTION 2021-08-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS  
RESCINDING THE DESIGNATION OF A DONATION FROM ENERGY TRANSFER  
PARTNERS FOR SPECIFIC PURPOSES.**

**WHEREAS**, Energy Transfer Partners donated \$400,000 to the City of Alpine in June of 2017 that demonstrated their commitment to safety and to the quality of life in the communities they construct and operate; and

**WHEREAS**, on June 20, 2017 the City Council accepted the monetary gift and designated \$215,000 to a scenic walking path and \$185,000 for Alpine Volunteer Fire Department equipment; and

**WHEREAS**, the City has not moved forward with the scenic walking path and the funds allocated for this project could be better utilized to benefit Alpine; and

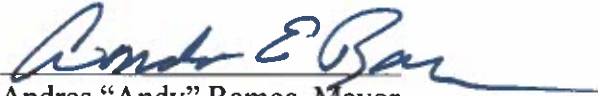
**WHEREAS**, the City has conducted Emergency Management Planning among Departments and a general consensus among Directors was the need for emergency backup generators; and

**WHEREAS**, the City Council has determined that the allocation of the funds should be amended to better align with emergency management objectives.

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

1. Reserve Account 01-103-0518 funds for the scenic walking path is hereby amended to \$50,000 and will be utilized for the City's portion of the splash pad project. The remaining amount in the account shall be utilized by the City to purchase generators for various departments.
2. Reserve Account 01-104-0518 funds for the Alpine Volunteer Fire Department shall continue to be allocated for equipment and will include all allocated interest.

**PASSED AND APPROVED THIS THE 3<sup>RD</sup> DAY OF AUGUST 2021 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

  
Andres "Andy" Ramos, Mayor

**ATTEST:**

  
Geoffrey R. Calderon, City Secretary



## CITY COUNCIL AGENDA ITEM REPORT

November 18, 2025

Agenda Item No. 12D

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve the first and final reading of Ordinance 2025-11-04, an ordinance amending the City of Alpine Fiscal Year 2025-2026 Budget to appropriate additional funding for one seasonal employee to operate heavy equipment and assist with street projects; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date. (G. Calderon, Interim City Manager)

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### EXECUTIVE SUMMARY

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#### **Purpose**

To amend the FY 2025–2026 Budget to allocate funding for one seasonal employee in the Streets Department to operate heavy equipment and support ongoing and planned street repair and maintenance activities.

#### **Background**

The City continues to implement roadway and infrastructure projects that require the operation of heavy equipment and additional labor support. Current staffing capacity in the Streets Department is not sufficient to meet workload demands, particularly during peak construction and maintenance periods.

This amendment provides funding to support a seasonal position for approximately nine months. The individual will assist with grading, roadway preparation, chip seal work, material hauling, and other routine street maintenance. The addition of this temporary position will improve project completion timelines and increase operational efficiency while maintaining flexibility in long-term staffing costs.

Exhibit “A” outlines the specific line-item adjustments to the General Fund Streets Department salary and benefit accounts, funded through a budget transfer.

#### **Fiscal Impact**

**Total Appropriation: \$33,824**

This amount includes salary and associated payroll costs (social security, retirement, unemployment, and worker’s compensation) for the seasonal position.

Funding is transferred into the Streets Department to cover the personnel expenditure increases.

**Recommendation**

It is recommended that the City Council approve the first and final reading of Ordinance 2025-11-04 to amend the FY 2025–2026 Budget and authorize the appropriation of funds for one seasonal Streets Department employee.

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**SUPPORTING MATERIALS**

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- 1. 2025-11-04 ORDINANCE 2025-2026 BUDGET AMENDMENT STREETS DEPARTMENT SEASONAL HEAVY OPERATOR
- 2. Budget Amendment Streets Seasonal Employee Nov 18 2025

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**BUDGET CONSIDERATIONS**

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Expenditure Required:  
\$33,824

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

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**APPROVERS**

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

Approved - 11/10/2025  
Final Approval - 11/10/2025

COUNTY OF BREWSTER

**ORDINANCE 2025-11-04**

**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 FROM FOR ONE SEASONAL EMPLOYEE TO OPERATE HEAVY EQUIPMENT AND ASSIST WITH STREET PROJECTS; 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 transfers to cover additional operating endeavors; and

**WHEREAS**, it is in the public interest to amend the FY 2025-2026 Budget to incorporate the updated transfers 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 18<sup>TH</sup> DAY OF NOVEMBER 2025, BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**FIRST AND FINAL READING**

**NOVEMBER 18, 2025**

**ATTEST:**

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

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

**"Exhibit A"**

**FY 2025-2026 Budget Amendments**

Requestor: Geoffrey Calderon

1) Allocate funds to hire a seasonal employee for the Street Department to assist with and operate heavy equipment for street projects.

Department	Line - Item	Description	Original Budget	Amended Budget	Proposed Amendment	Amended Budget
<b>STREETS DEPARTMENT</b>			<b>Increase/(Decrease)</b>			
Transfer In	01-599-9100	Transfer In	\$ -	\$ -	\$ 33,824.00	\$ 33,824.00
				<b>Revenue</b>	<b>\$ 33,824.00</b>	
Appropriation	01-644-0101	Salaries	\$510,490.00	\$544,432.00	\$29,250.00	\$544,432.00
	01-644-0201	Social Security	\$41,349	\$43,946.00	\$2,238.00	\$544,432.00
	01-644-0203	Retirement	\$11,807	\$13,504	\$1,463.00	\$544,432.00
	01-644-0204	Unemployment	\$1,404	\$1,504	\$93.00	\$544,432.00
	01-644-0205	Insurance - Worker's Compensation	\$12,375.00	\$13,224.00	\$780.00	\$544,432.00
				<b>Appropriation</b>	<b>\$33,824.00</b>	

Note: Seasonal Worker for 9 Months

## CITY COUNCIL AGENDA ITEM REPORT

November 18, 2025

Agenda Item No. 12E

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve the first and final reading of Ordinance 2025-11-05, an ordinance amending the City of Alpine Fiscal Year 2025-2026 Budget to appropriate funding in the Hotel Occupancy Tax Fund to hire an additional part-time employee and intern for the Visitor Center; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date. (G. Calderon, Interim City Manager)

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### EXECUTIVE SUMMARY

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#### Purpose

To amend the FY 2025–2026 Budget to reallocate Hotel Occupancy Tax (HOT) funds in order to support one additional part-time Visitor Center employee and one intern to assist with visitor services, social media, and tourism promotion efforts.

#### Background

The Visitor Center is staffed by the Tourism Administrator and one part-time employee. When the Tourism Administrator travels for conferences, trainings, or tourism development activities, staffing is reduced to a single part-time employee, resulting in operational strain and increased overtime.

This amendment provides funding for:

1. **One additional part-time employee** to ensure adequate staffing coverage during operating hours, particularly on alternating days or during Administrator travel, thereby reducing the reliance on overtime.
2. **One intern position** to assist with social media, photography, and digital content that supports visitor engagement, tourism marketing, and promotion of local attractions and events.

The amendment reallocates existing HOT fund line items to support these positions. No increase to the overall HOT Fund budget is requested. Budget adjustments are reflected in Exhibit “A.”

## **Fiscal Impact**

This amendment redistributes existing appropriations within the HOT Fund to cover salary, payroll taxes, retirement, unemployment, and workers' compensation for the additional part-time employee and intern.

**Total Budget Impact: No increase** to the overall HOT Fund; funding is reallocated from existing expenditure lines.

## **Recommendation**

It is recommended that the City Council approve the first and final reading of Ordinance 2025-11-05 to amend the FY 2025-2026 Budget and authorize the appropriation of HOT funds for one part-time Visitor Center employee and one tourism intern.

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### **SUPPORTING MATERIALS**

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1. 2025-11-05 ORDINANCE 2025-2026 BUDGET AMENDMEN HOT-TOURISM-VISITOR CENTER PART-TIME AND INTERN
2. Budget Amendment HOT Funds Part-Time Employee Nov 18 2025
3. Budget Amendment Supporting Document - HOT Funds

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### **BUDGET CONSIDERATIONS**

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

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### **APPROVERS**

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

Approved - 11/10/2025  
Final Approval - 11/10/2025

COUNTY OF BREWSTER

**ORDINANCE 2025-11-05**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING THE CITY OF ALPINE FISCAL YEAR 2025-2026 BUDGET TO APPROPRIATE FUNDING FOR IN THE HOTEL OCCUPANCY TAX FUND TO HIRE AN ADDITIONAL PART-TIME EMPLOYEE AND INTERN FOR THE VISITOR CENTER; 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 transfers to cover additional operating endeavors; and

**WHEREAS**, it is in the public interest to amend the FY 2025-2026 Budget to incorporate the updated transfers 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 18<sup>TH</sup> DAY OF NOVEMBER 2025, BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**FIRST AND FINAL READING**

**NOVEMBER 18, 2025**

**ATTEST:**

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

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

# "Exhibit A"

# FY 2025-2026 Budget Amendments

Requestor: Geoffrey Calderon

## 1) Re-allocate funds to hire a part-time employee to assist with the expanded services provided by the Visitor Center

Department	Line - Item	Description	Original Budget	Amended Budget	Proposed Amendment	Amended Budget
<b>TOURISM HOT FUNDS</b>			<b>Increase/(Decrease)</b>			
Appropriation	06-656-0101	Salaries	71,211.00	71,211.00	15,600.00	86,811.00
	06-656-0201	Social Security	5,907.00	5,907.00	1,194.00	7,101.00
	06-656-0203	Retirement	1,692.00	1,692.00	780.00	2,472.00
	06-656-0204	Unemployment	234.00	234.00	86.00	320.00
	06-656-0205	Insurance - Worker's Compensation	187.00	187.00	63.00	250.00
	06-656-0102	Overtime	6,000.00	6,000.00	(2,723.00)	3,277.00
	06-656-0501	Supplies	8,000.00	8,000.00	(2,000.00)	6,000.00
	06-656-1602	Postage	2,500.00	2,500.00	(1,000.00)	1,500.00
	06-656-2121	Facility/Maintenance Equipment	15,000.00	15,000.00	(12,000.00)	3,000.00
			<b>Appropriation</b>		<b>0.00</b>	

Note: Re-allocation of budgeted funds. No budget increase is requested.

## Proposal for an Additional Part-Time Visitor Center Employee

This proposal outlines the critical need for an additional **part-time Tourism Assistant** position to maintain and expand the level of service provided by the Alpine Visitor Center, directly supporting the city's tourism economy.

### Justification for Staffing Increase

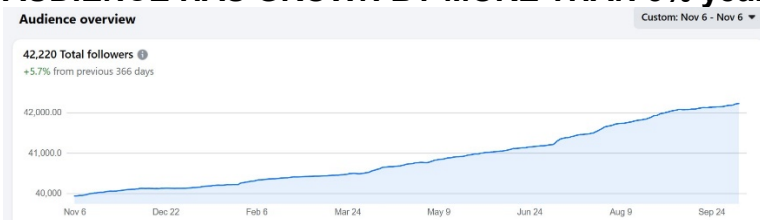
Alpine's tourism sector is a vital economic driver. Tourism accounts for an estimated **25% of jobs** and generates approximately **\$50 million in annual revenue**. To effectively manage and sustain this growth, an increase in support staff is essential.

While Hotel Occupancy Tax (HOT) revenue has remained steady or increased since 2017, the responsibilities within the Tourism Department have expanded significantly. This has necessitated the shifting of many **Director of Tourism duties** to the **Tourism Administrator**, leading to a greater demand for consistent, dedicated coverage at the Visitor Center. This change has allowed the Tourism Administrator to grow in her role and the Director of Tourism to focus on higher level data driven marketing campaigns.

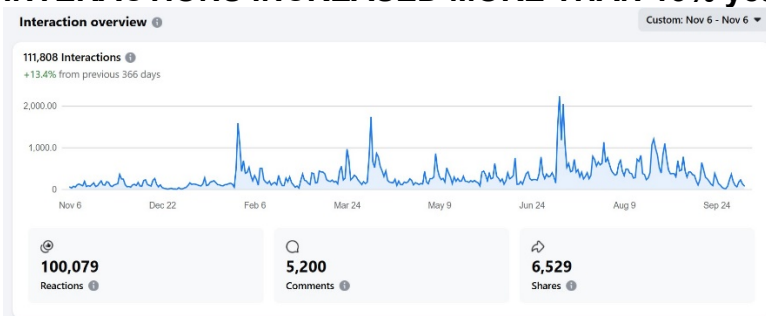
The new part-time position is necessary to address the following critical operational needs:

- **Consistent Visitor Center Coverage (6 Days/Week):** To ensure the Visitor Center remains a welcoming and reliable resource, a dedicated part-time employee will provide consistent, high-quality assistance to visitors, solidifying the center as a primary destination support hub.
- **Increased Community Engagement and Outreach:** The new employee will allow the current staff to maintain Visitor Center hours while simultaneously ensuring a **tourism presence at key city events and functions**. This expanded community outreach is vital for direct engagement with both visitors and residents.
- **Elevated Management Focus:** Freeing up the Tourism Administrator from constant Visitor Center coverage will allow them to focus on **higher-level strategic tasks** that directly drive tourism growth, including:
  - Developing **long-term projections and marketing strategies** with the Director of Tourism.
  - Creating **original and engaging social media content** to promote Alpine. The value of this proposed staff expansion is evident in recent data. Since the Tourism Administrator began prioritizing content creation, **our Facebook views, interactions and followers have all increased**.

## AUDIENCE HAS GROWN BY MORE THAN 5% year over year



## INTERACTIONS INCREASED MORE THAN 13% year over year



## LARGEST INCREASE IS REEL VIEWS 3 SECOND VIEWS UP MORE THAN 500% 1 MINUTE VIEWS UP MORE THAN 1,400%



Adding this new part-time position is an investment that will ensure this successful momentum continues.

- o Attending **critical external meetings** and professional development opportunities away from the center.

Without this additional position, the ability to successfully execute these core service functions, develop strategic content, and participate in community outreach will be severely limited.

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## Projected Expenses for New Part-Time Position

To ensure transparency and proper budgeting, the following estimated one-time and recurring expenses are associated with establishing the new part-time Tourism Assistant role:

Category	Item	Rationale
<b>Salary</b>	15/hour/20 per week/52 weeks	Approximately 15,600 per year
<b>Technology</b>	Laptop/Computer and Essential Software	Required for administrative tasks, visitor data entry, and content support. \$800
<b>Personnel</b>	Uniform/Branded Apparel (e.g., Visit Alpine shirts)	Provides a professional, consistent image for staff interacting with the public. \$200
<b>Total</b>		\$16,600.00

## Proposed Budget Adjustments to Fund Position

Expense Account	Current Budget	Proposed Amendment	Savings	Rationale
06-656-0103 Overtime	6,000.00	4,000.00	2,000.00	An additional employee will reduce overtime of the full-time employee. The part-time employee pay is less than half the overtime pay for the Tourism Administrator.
06-656-0501 Supplies	8,000.00	6,000.00	2,000.00	Previous year expenses were 5,680. There is no reason to expect additional expenses for supplies this year.
06-656-1602 Postage	2,500.00	1,500.00	1,000.00	Previous year expenses were 1,287. The increase to 1,500 still leaves room for any postal service increases.
06-656-2121	15,000.00	3,000.00	12,000.00	This line item only needs to be large when there are projects planned for the VC that will require us to purchase fixtures or furniture to go with remodels or additions. No large project was approved for this fiscal year.
<b>TOTAL SAVINGS</b>			17,000.00	



## CITY COUNCIL AGENDA ITEM REPORT

November 18, 2025

Agenda Item No. 12F

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve the first reading of Ordinance 2025-12-01, an ordinance repealing Article V – Short Term Rentals in Chapter 90 – Taxation of the Alpine Code of Ordinances; Establishing Article V – Short-Term Rentals in Chapter 22 – Business of the Alpine Code of Ordinances; amending rules and regulations regarding short term rentals within the city limits; Providing the establishment of up to a \$2,000 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. (G. Calderon, Interim City Manager)

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### EXECUTIVE SUMMARY

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#### Purpose and Overview

Ordinance 2025-12-01 repeals *Article V – Short-Term Rentals* from **Chapter 90 – Taxation** and re-establishes it under **Chapter 22 – Businesses** of the Alpine Code of Ordinances. This relocation clarifies that short-term rental (STR) regulations are a matter of business licensing and neighborhood management rather than taxation, addressing prior community feedback that placement under “Taxation” appeared punitive. The move improves codification clarity and policy alignment without altering the City Council’s established regulatory objectives. The proposed ordinance updates were discussed by the City Council on October 21, 2025.

#### Key Amendments

- **Relocation and Codification:** Transfers the STR regulations from Chapter 90 to Chapter 22 to better align with business and licensing provisions.
- **Permit Structure Update:**
  - Each *premises*—rather than each individual unit—is now required to hold a permit.
  - The **initial permit** for any premises continues to require City Council approval.
  - **Renewals and subsequent permits** may be administratively approved by the Administrator or designee, provided all requirements are satisfied.

- **Penalty Provisions:** Establishes penalties of up to **\$2,000 per occurrence** for violations, consistent with enforcement authority under Texas Local Government Code §51.001.
- **Administrative and Operational Clarifications:**
  - Reaffirms requirements for insurance or release of liability, building compliance, and local responsible party designation.
  - Clarifies that STR parking standards are determined by the underlying zoning district.
  - Maintains requirements for annual fire inspections and occupancy-tax compliance.
  - Updates language to ensure transparency and consistency with City Charter §3.14(4) (additions underlined, deletions in strikethrough).

### **Policy Intent and Rationale**

This update strengthens regulatory efficiency, reduces administrative delays for renewals, and provides clarity for both operators and enforcement staff. By classifying STRs within the “Business” chapter, the ordinance underscores their operation as commercial enterprises with community impacts, while continuing to protect public safety, neighborhood character, and housing stability.

### **Next Steps and Schedule**

- **Discussion Item:** October 21, 2025
- **First Reading:** November 18, 2025
- **Second & Final Reading:** December 4, 2025
- **Effective Date:** Upon passage and publication as required by State and local law.

### **Summary Statement**

Ordinance 2025-12-01 modernizes Alpine’s short-term rental regulations through clearer codification, streamlined permitting, and strengthened enforcement authority—balancing support for responsible STR operations with protection of neighborhood integrity and public welfare.

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## **SUPPORTING MATERIALS**

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### 1. 2025-12-01 SHORT TERM RENTAL UPDATES

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/6/2025  
Final Approval - 11/6/2025

**ORDINANCE 2025-12-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS REPEALING ARTICLE V – SHORT TERM RENTALS IN CHAPTER 90 – TAXATION TO THE ALPINE CODE OF ORDINANCES; ESTABLISHING ARTICLE V – SHORT-TERM RENTALS IN CHAPTER 22 – BUSINESS 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 \$2,000 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 No. 2021-01-01 and Ordinance No. 2025-06-03; and

**WHEREAS**, the City of Alpine recognized the importance of repealing the current ordinance location from Chapter 90 – Taxation to Chapter 22 – Business, as this section more appropriately houses short term rental regulations; 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 December 2, 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 27, 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 2<sup>ND</sup> DAY OF DECEMBER 2025 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**INTRODUCTION AND FIRST READING**

NOVEMBER 18, 2025

**SECOND AND FINAL READING**

DECEMBER 2, 2025

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Cynthia Trevino, City Attorney

**EXHIBIT "A"**

**EDITOR'S NOTE:**

This ordinance is repealing the current ordinance established under Chapter 90 – Taxation and establishing the same ordinance with amendments under Chapter 22 – Business. Although the ordinance will be established in a new section, changes to the previous regulations will be shown with additions underlined and ~~Omissions appearing in Strikethrough Text~~ to demonstrate the amendments made to the regulations, as required by Sec. 3.14(4) of the City Charter and to ensure transparency in government.

***ARTICLE IV. SHORT-TERM RENTALS***

**Sec. XX-XXX. 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

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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. XX-XXX. Definitions.**

For the purposes of this article, the following words, terms, and phrases are defined as follows:

*Administrator* means the person designated by the city manager to enforce and administer this article.

*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, 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 ten 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; Ord. No. 2025-06-03, Exh. A, 6-17-25)

## **Sec. XX-XXX. 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 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; Ord. No. 2025-06-03, Exh. A, 6-17-25)

**Sec. XX-XXX. 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~~ premises must be permitted as a short term rental. Multiple units located on the same premises shall not require separate permit. 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. XX-XXX. Permit limitations.**

- (a) Short-term rental permits are not transferable.
- (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; Ord. No. 2025-06-03, Exh. A, 6-17-25)

**Sec. XX-XXX. 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 signature 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) A dimensioned floor plan of the proposed short-term rental identifying bedrooms, other living spaces and emergency evacuation routes.
  - (4) Release of liability by the applicant, releasing the city from liability issues that arise from the operation of the short-term rental.
  - (5) A copy of the proposed host rules for the short-term rental.
  - (6) 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; Ord. No. 2025-06-03, Exh. A, 6-17-25)

**Sec. XX-XXX. 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. XX-XXX. 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. XX-XXX. Building permits required; conformance with zoning requirements.**

All work done to the property must meet all city permitting requirements as 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; Ord. No. 2025-06-03, Exh. A, 6-17-25)

**Sec. XX-XXX. Permit fees.**

An initial, nonrefundable, permit fee 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](http://www.cityofalpine.com/fees).

Upon completion of all required forms, approval of ~~each dwelling unit~~ the premises 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.~~ issuance of the initial short-term rental permit to the City Council for approval. Once approved by the City Council, the initial permit shall be issued.

After the initial permit is approved, all subsequent renewals or new applications for that premises shall be reviewed and issued administratively by the administrator or designee, provided that the applicant meets the requirements of this article, the zoning ordinance, and applicable city fee schedules. Council approval shall not be required for renewals or subsequent permits after the initial approval.

The annual permit renewal 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](http://www.cityofalpine.com/fees).

An annual fire inspection is required, the fee of which 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](http://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) for the permit to remain valid, as verified by the city short-term rental tax form.

(Ord. No. 2021-01-01, 2-2-21; Ord. No. 2025-06-03, Exh. A, 6-17-25)

### **Sec. XX-XXX. 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. XX-XXX. 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.

(Ord. No. 2021-01-01, 2-2-21; Ord. No. 2025-06-03, Exh. A, 6-17-25)

### **Sec. XX-XXX. Parking restrictions.**

Parking is established by the city zoning ordinance.

(Ord. No. 2021-01-01, 2-2-21; Ord. No. 2025-06-03, Exh. A, 6-17-25)

### **Sec. XX-XXX. 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. XX-XXX. 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. XX-XXX. Short-term rental hosting platforms.**

- (a) 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.
- (b) 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.

(Ord. No. 2025-06-03, Exh. A, 6-17-25)

Editor's note(s)—Ord. No. 2025-06-03, Exh. A, adopted June 17, 2025, added a new § 90-136, as set out above and as may later be amended, and in so doing renumbered the existing §§ 90-136 and 90-137 as §§ 90-137 and 90-138.

**Sec. XX-XXX. 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; Ord. No. 2025-06-03, Exh. A, 6-17-25)

Note(s)—Formerly § 90-136, see editor's note for § 90-136.

### **Sec. 90-138. 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; Ord. No. 2025-06-03, Exh. A, 6-17-25)

Note(s)—Formerly § 90-137, see editor's note for § 90-136.

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 12G

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



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**AGENDA ITEM**

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Approve Resolution 2025-11-21, a resolution designating the Alpine Avalanche as the Official Newspaper of the City of Alpine for Fiscal Year 2025-2026. (G. Calderon, Interim City Manager)

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**EXECUTIVE SUMMARY**

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Every year, at the beginning of the fiscal year, the City Council approves a resolution establishing the official newspaper for the city. For years the newspaper of record has been that Alpine Avalanche. Once official newspaper is established, the city posts all public and legal notices in this paper, as required by law.

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**SUPPORTING MATERIALS**

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- 1. 2025-11-21 DESIGNATING NEWSPAPER

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/6/2025  
Final Approval - 11/6/2025

**RESOLUTION 2025-11-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS DESIGNATING THE ALPINE AVALANCHE AS THE OFFICIAL NEWSPAPER OF THE CITY OF ALPINE FOR FISCAL YEAR 2025-2026.**

**WHEREAS**, the City Council of the City of Alpine is charged with addressing interests to enhance the transparency of official city business to residents; and

**WHEREAS**, the City desires to designate the official newspaper of the City by annual City Council resolution in accordance with Sec. 52.004 Texas Local Government Code; and

**WHEREAS**, the Alpine Avalanche is the local newspaper within the corporate city limits of Alpine and has served as the official newspaper of the City for a number of years; and

**WHEREAS**, the City Council of the City of Alpine has determined it to be in the public interest to designate the Alpine Avalanche as the official newspaper of the City.

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

**SECTION I.** The Alpine Avalanche is hereby designated as the official newspaper of the City of Alpine, Texas for the Fiscal Year 2025-2026.

**SECTION II.** All official publications of the City shall be publicized primarily in the Alpine Avalanche in accordance with local and state law.

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

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 18<sup>th</sup> DAY OF NOVEMBER 2025 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**APPROVED:**

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

**ATTEST:**

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

## CITY COUNCIL AGENDA ITEM REPORT

November 18, 2025

Agenda Item No. 12H

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve Resolution 2025-11-22, a resolution authorizing the City to participate in an agreement with the State of Texas through the Department of Transportation to request the closure of North Highway 118 (Between Holland and Avenue E) on November 21 through November 23, 2025 for the annual Artwalk event. (G. Calderon, Interim City Manager)

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### EXECUTIVE SUMMARY

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This item requests City Council approval of Resolution 2025-11-22, authorizing the City of Alpine to enter into an agreement with the Texas Department of Transportation (TxDOT) for the temporary closure of North Highway 118 between Holland Avenue and Avenue E during the 2025 annual Artwalk event. Artwalk is a longstanding cultural and economic event that draws thousands of local residents and visitors to Alpine each year, supporting tourism, downtown businesses, and the arts community.

In order to ensure public safety and provide adequate pedestrian access to the event area, the City must work with TxDOT to temporarily close the affected segment of the State right-of-way. The closure is proposed to take place beginning November 21, 2025, and concluding the morning of November 23, 2025. The agreement outlines the City's responsibility to provide traffic control, law enforcement support, barricades, signage, event coordination, and any necessary restoration of the right-of-way following the event.

Resolution 2025-11-22 further authorizes the Interim City Manager to execute the required Agreement with TxDOT and submit all associated documentation.

#### **Fiscal Impact:**

Minimal. Costs associated with traffic control and event coordination are absorbed through the City's operational budgeting and supported in coordination with Artwalk organizers.

#### **Recommendation:**

Staff recommends approval of Resolution 2025-11-22 to support the safe and successful continuation of the annual Artwalk event.

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### SUPPORTING MATERIALS

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1. 2025-11-22 - Artwalk

2. 20251031 Temporary Closure of State Right of Way - Artwalk

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/6/2025  
Final Approval - 11/6/2025

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

**RESOLUTION 2024-11-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AUTHORIZING THE CITY TO PARTICIPATE IN AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE DEPARTMENT OF TRANSPORTATION TO REQUEST THE CLOSURE OF NORTH HIGHWAY 118 (BETWEEN HOLLAND AVENUE AND AVENUE E) ON NOVEMBER 21 THROUGH NOVEMBER 23, 2025 FOR THE ANNUAL ARTWALK EVENT.**

**WHEREAS**, Artwalk is an Art and Music festival that draws thousands of attendees to Alpine annually, and is a significant part of the Art culture in the Big Bend; and

**WHEREAS**, the City Council of the City of Alpine has endorsed the annual Artwalk event and is supportive of the cultural significance of the event; and

**WHEREAS**, in an effort to promote the safety of pedestrians, the City Council has requested that the Texas Department of Transportation authorize the closure of the portion of State Highway 118 between Holland Avenue and Avenue E on November 21 through the morning of November 23, 2025.

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

**SECTION I.** The City Council hereby authorizes the closure of North Highway 118 between Holland Avenue and 5<sup>th</sup> Street on November 21 through the morning of November 23, 2025 and requests the Texas Department of Transportation approve of such closure.

**SECTION II.** The City Council authorizes the submittal of an Agreement outlining such closure between with the City and the Texas Department of Transportation.

**SECTION III.** The City Manager is hereby authorized to execute the Agreement on behalf of the City of Alpine.

**SECTION IV.** This resolution is effective immediately upon its passage.

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 18<sup>th</sup> DAY OF NOVEMBER 2025 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**ATTEST:**

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Catherine Eaves, Mayor

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Geoffrey R. Calderon, City Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Alpine, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

**WITNESSETH**

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including City of Alpine, in Brewster County; and

**WHEREAS**, the local government has requested the temporary closure of 5th Street, between Holland & AVE for the purpose of Antwalk Alpine Festival, from Nov 21 2025 to Nov 23 as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

**WHEREAS**, the Event will be located within the local government's incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

**WHEREAS**, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the \_\_\_\_\_ City Council passed Resolution / Ordinance No. \_\_\_\_\_, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

**WHEREAS**, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

**WHEREAS**, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**AGREEMENT**

**Article 1. CONTRACT PERIOD**

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

**Article 2. EVENT DESCRIPTION**

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

**Article 3. OPERATIONS OF THE EVENT**

**A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

**B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

**C.** The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

**D.** The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

**E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

**F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

**G.** The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners

during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

#### **Article 4. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### **Article 5. TERMINATION**

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

#### **Article 6. DISPUTES**

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

#### **Article 7. RESPONSIBILITIES OF THE PARTIES**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **Article 8. INSURANCE**

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

**B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

**Article 9. AMENDMENTS**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

**Article 10. COMPLIANCE WITH LAWS**

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

**Article 11. LEGAL CONSTRUCTION**

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

**Article 12. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
_____	Texas Department of Transportation
_____	_____
_____	_____
_____	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

**Article 13. SOLE AGREEMENT**

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

**IN TESTIMONY WHEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE CITY OF** \_\_\_\_\_

Executed on behalf of the local government by:

By \_\_\_\_\_ Date \_\_\_\_\_ Agreement No. \_\_\_\_\_  
City Official

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

Agreement No. \_\_\_\_\_

**Exhibit A**

Agreement No. \_\_\_\_\_

**Exhibit B**

**Exhibit C**

Agreement No. \_\_\_\_\_

## CITY COUNCIL AGENDA ITEM REPORT

November 18, 2025

Agenda Item No. 12I

Department: Office of the City Manager

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve the Master Contract for Professional Services between the City of Alpine and Jacob and Martin, LLC for Water System Improvements for the Sky Way Gardens II Development. (G. Calderon, Interim City Manager)

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### EXECUTIVE SUMMARY

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This item requests City Council approval of the **Master Contract for Professional Services** between the City of Alpine and **Jacob & Martin, LLC** for engineering and construction-related professional services associated with the **Water System Improvements for the Sky Way Gardens II Development**.

The Sky Way Gardens II development is located in the eastern portion of the City's water service area. A previously completed feasibility evaluation by Jacob & Martin concluded that, due to elevation and pressure constraints in the Lower Hill Pressure Plane, the development cannot be adequately served under the existing water system configuration. The study recommends shifting certain service areas into the Sul Ross Pressure Plane and constructing associated **water distribution system improvements**, including a **dedicated 12-inch water line to the East Booster Pump Station** and the installation of **gate valves to isolate and control system pressures**.

The Master Contract establishes the scope of engineering services required to design, bid, and oversee construction of these improvements. Services include preparation of plans and specifications, bidding support, construction administration, periodic site observation, cost estimating, and record documentation. Compensation for basic engineering services is set at a **lump sum of \$65,200**, with additional services for surveying, construction staking, and part-time inspection provided on a **time-and-expense basis not to exceed \$53,400**, for a total potential authorization of **\$118,600**.

These improvements are necessary to ensure that the City can provide reliable and compliant water service to current customers as well as the new residential units planned within Sky Way Gardens II, while maintaining system pressure and operational performance across the affected pressure zones.

#### **Staff Recommendation:**

Approval of the Master Contract for Professional Services with Jacob & Martin, LLC to proceed

with design and construction administration of the required water system improvements supporting the Sky Way Gardens II Development.

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**SUPPORTING MATERIALS**

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- 1. 25458\_WS Impr for Sky Way Gardens\_Agreement 2025-11-18
- 2. 2025 Alpine Sky Way Gardens Technical Memo

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/6/2025  
Final Approval - 11/6/2025



**MASTER CONTRACT FOR PROFESSIONAL SERVICES**

**CONTRACT DATE:** \_\_\_\_\_, 20\_\_\_\_

**CLIENT:** City of Alpine

**PROJECT NAME:** Water System Improvements for Sky Way Gardens

**PROJECT LOCATION:** 100 N. 13th St., Alpine, TX 79830

**JM PROJECT NUMBER:** 25458

This **CONTRACT** is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Alpine, whose address is 100 N. 13th St., Alpine, TX 79830, hereinafter called **CLIENT**, and Jacob & Martin, LLC, whose address is 3465 Curry Lane, Abilene, Texas 79606, hereinafter called **JM**. The **CLIENT** engages **JM** to perform professional services for the Project described above.

**SECTION I - SERVICES**

- A. **JM** shall provide professional services as described in **ATTACHMENT “A”**.
- B. **JM** has assigned Andrew Vecellio, P.E., as the Project Manager for this **CONTRACT** described above.
- C. **JM** will serve as **CLIENT**’s professional engineering representative in those phases of the Project to which this **CONTRACT** applies and will give consultation and advice to **CLIENT** during the performance of **JM**’s services.

**SECTION II - COMPENSATION**

- A. The method of payment by **CLIENT** to **JM** for services provided under this **CONTRACT** shall be:

<u>Fee Type</u>	<u>Total Amount</u>
Lump Sum	\$65,200
Hourly, Not to Exceed	\$53,400

The terms, amount and frequency of monthly and/or periodic billing shall be set forth in **ATTACHMENT “A”**. Hourly rates shall be as described in **ATTACHMENT “B”**. The **JM Hourly Rate Schedule** in effect at the time the work is performed shall be used and when a new **JM Hourly Rate Schedule** is published, a copy of the new schedule will be furnished to the client and shall supersede the previous **JM Hourly Rate Schedule** as **ATTACHMENT “B”- REVISED**. For multiple project services or phases, a breakdown of individual costs and associated scope will be provided in **ATTACHMENT “A”**.

The **ATTACHMENT “B”** Schedule of Rates will be adjusted annually on January 1<sup>st</sup> to reflect equitable changes in the compensation payable to Engineer, reimbursable expenses, and IRS directed mileage rates.

- B. For and in consideration of the Basic Services to be rendered by **JM**, the **CLIENT** shall pay, and **JM** shall receive compensation hereinafter set forth for the project. All remittances by the **CLIENT** of such compensation shall either be mailed or delivered to **JM**’s office in Abilene, Taylor County, Texas.
  - 1. **DESIGN AND CONSTRUCTION PHASES:** Payment for the Basic Services under the Design and Construction Phases of the Project listed in the Attachment A “Scope of Services” of this Agreement and as set forth herein shall be paid as billed and in accordance with the compensation and financial requirements as set forth in **ATTACHMENT “A”**.
- C. Additional Services listed in **ATTACHMENT “A”** shall be paid by the Hour and Expense per **ATTACHMENT “B”**.

**SECTION III - CLIENT'S RESPONSIBILITIES**

- A. The **CLIENT** shall designate a Project Manager during the term of this **CONTRACT**. The **CLIENT**’s project

manager has the authority to administer this **CONTRACT** and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the **CLIENT** on any aspect of the work shall be directed to the **CLIENT**'s project manager.

- B. The **CLIENT** shall review submittals by **JM** and provide prompt response to questions and rendering of decisions pertaining thereto to minimize delay in the progress of **JM**'s work. The **CLIENT** will keep **JM** advised concerning the progress of the **CLIENT**'s review of the work. Delays in response by the Project Manager greater than **5 days** shall automatically extend by a like number of days any timelines or completion deadlines as set forth in **ATTACHMENT "A"**
- C. The **CLIENT** shall provide full requirements for the Project.
- D. **CLIENT** shall assist **JM** by placing at **JM**'s disposal all available information pertinent to the Project, including previous reports and any other data relative to the Project's design and construction.
- E. **CLIENT** shall furnish **JM** property, boundary, right-of-way, topographic and utility surveys; core borings, probings and subsurface exploration; hydrographic surveys, laboratory tests and inspections of samples and materials in **CLIENT**'s possession or to which **CLIENT** has reasonable access, all of which **JM** may rely on in providing the services described on **ATTACHMENT "A"**.
- F. **CLIENT** will guarantee access and make all provisions for **JM** to enter onto public and private lands as required for **JM** to perform work under this **CONTRACT**.
- G. Unless included in **JM**'s services as described on **ATTACHMENT "A"**, **CLIENT** shall advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all incidental costs related hereto.
- H. **CLIENT** will provide any legal, accounting and insurance counseling services required for the Project. **CLIENT** shall provide such insurance or may be required on **ATTACHMENT "C"**, which insurance shall include **JM** as an additional insured and be written with companies authorized to do business in the State of Texas and reasonably approved by **JM**.
- I. **CLIENT** will designate in writing its Project Manager as a person to act as **CLIENT**'s representative with respect to the work to be performed under this **CONTRACT** who will have complete authority to transmit instructions, receive information and interpret and define **CLIENT**'s policies and decisions with respect to materials, equipment, elements and systems pertinent to the services provided by **JM** pursuant to this **CONTRACT**. The decision and directions given by the Project Manager shall be binding on **CLIENT** and **JM** shall have the right to rely on such decision and directions in performing work and services hereunder.
- J. **CLIENT** shall give prompt written notice to **JM** whenever **CLIENT** observes or otherwise becomes aware of any defect in the Project.
- K. Unless included in **JM**'s services as described in **ATTACHMENT "A"**, **CLIENT** shall obtain approval of all governmental authorities having jurisdiction over the Project and obtain approvals and consents from other individuals or bodies as may be necessary for completion of the Project. Delays in obtaining approval beyond those time frames specified in **ATTACHMENT "A"** or as would otherwise be reasonably anticipated shall automatically extend by a like period of time, any timeline or completion deadlines as set out in **ATTACHMENT "A"**.
- L. If the Project involves more than one general contract, or separate construction contracts for different building trades or separate equipment contracts, **CLIENT** will ensure that the general conditions of all contracts are substantially identical and consistent with the terms hereof in all material respects.
- M. When required, **CLIENT** shall provide title searches, legal descriptions, detailed ALTA surveys and environmental assessments to the extent necessary for **CLIENT** to proceed with the Project.

#### SECTION IV – JM’S RESPONSIBILITY

- A. **JM** shall diligently and competently render engineering services which shall be reasonably necessary or advisable for the expeditious, economical and sound design of that portion of the Project included in **ATTACHMENT “A”** hereto and for such other preparatory work as is necessary to place such portion of the Project in service, except where such duties are excluded from the terms of this **CONTRACT**.
- B. **JM** shall take out and maintain through the contract period minimum insurance as set forth on **ATTACHMENT “C”**.
- C. **JM** shall prepare in collaboration with **CLIENT**, a work in progress report schedule.
- D. **JM** shall prepare, pursuant to the attachments to this **CONTRACT**, complete and detailed plans and specifications, drawings, maps and other documents as required for the construction of the Project (all of the foregoing being herein sometimes collectively called the “Plans and Specifications”).
- E. All Plans and Specifications and other documents required to be prepared or submitted by **JM** under this **CONTRACT** shall conform to industry standards generally acceptable on the date of this **CONTRACT**.

#### SECTION V – TERMS AND CONDITIONS

- A. This **CONTRACT** shall be governed by the laws of the State of Texas.
- B. All reports, plans, specifications, computer files and other documents prepared by **JM** as instruments of service shall remain the property of **JM**. **JM** shall retain all common law, statutory and other reserved rights including copyrights.
- C. The obligations and duties to be performed by **JM** under this **CONTRACT** shall be performed by persons qualified to perform such duties efficiently. **JM** may, at its option, replace any engineer or other person employed by **JM** in connection with the Project. The term “engineer” as used in this **CONTRACT** shall mean a person properly trained and experienced to perform the services required under the terms of this **CONTRACT** and does not mean that the person performing those duties must be a licensed or a registered professional engineer.
- D. **JM** shall comply with all applicable statutes pertaining to engineering and warrants that, as may be required by law or applicable regulations, a professional engineer shall possess a license issued to him or her by the State of Texas, and that such license has not been revoked or suspended and is in full force and effect on the date of this **CONTRACT**.
- E. Prior to the time when any payment shall be made to **JM** pursuant to this **CONTRACT**, **JM**, if requested by the **CLIENT**, shall furnish to the **CLIENT**, as a condition precedent to such payment, a certificate to the effect that all salaries or wages earned by the employees of **JM** in connection with the Project have been fully paid by **JM** up to and including a date not more than thirty (30) days prior to the date of such invoice. Before the time when the final payment provided to be made pursuant to this **CONTRACT** shall be made to **JM** by **CLIENT**, **JM** shall also furnish to **CLIENT** as a condition precedent to such payment, a certificate that all of the employees of **JM** have been paid by it for services rendered by them in connection with the Project and that all other obligations which might become a lien upon the Project have been paid.
- F. **CLIENT** shall have the right, upon reasonable notice, to inspect and audit all payrolls, records and accounts of **JM** relevant to the work for the purposes of this **CONTRACT** and **JM** agrees to provide all reasonable facilities necessary for such inspection and audit.
- G. Compensation payable to **JM** under any of the attachments to this **CONTRACT** shall be in addition to taxes or levies (excluding federal, state and local income taxes), which may be assessed against **JM** by the state or political subdivision directly on services performed or payments for services performed by **JM** pursuant to this **CONTRACT**. Such taxes or levies, which **JM** may be required to collect or pay, shall in turn, be added by **JM** to invoices submitted to **CLIENT** pursuant to this **CONTRACT**.

- H. Interest at the rate of twelve percent (12%) per annum shall be paid by **CLIENT** to **JM** on any unpaid balance due **JM** commencing forty-five (45) days after the due date, provided that the delay in payment beyond the due date shall not have been caused by any condition within the control of **JM**. Such compensation shall be paid ten (10) days after the amount of the interest has been determined. All amounts received by **JM** shall be applied first to accrued unpaid interest and then to outstanding invoices for services and associated expenses.
- I. The obligations of **JM** under this **CONTRACT** shall not be assigned without the approval in writing of **CLIENT**.
- J. If, after execution of this **CONTRACT**, a service not listed on **ATTACHMENT "A"** is added to this **CONTRACT**, an amendment to this **CONTRACT** will be required, such amendment to be in writing signed by the parties hereto.
- K. **JM** shall hold **CLIENT** and **CLIENT's** employees, agents, officers and directors harmless from any and all claims for injuries to persons or damage to property happening by reason of any gross negligence, material default or intentional misconduct on the part of **JM**, its agents, servants or employees during the performance of this **CONTRACT**. This indemnity shall include, but not be limited to, all expenses of litigation, court costs and reasonable attorney's fees. **CLIENT** shall hold **JM** and **JM's** employees, agents, officers and directors harmless from any and all claims for injuries to persons or for damage to property happening by reason of any gross negligence, material default or intentional misconduct on the part of the **CLIENT**, his or its agents, servants, or employees during the performance of this **CONTRACT**. This indemnity shall include, but not be limited to, all expenses of litigation, court costs and reasonable attorney's fees. In no event will **JM** be liable for consequential damages, including loss of profits, loss of investment or other incidental damages incurred from **CLIENT's** investment based on the scope of work to be performed by **JM** under this **CONTRACT**. **JM's** total liability for work performed shall never exceed the amount paid by **CLIENT** for services performed under this **CONTRACT**.
- L. If the performance of the **CONTRACT**, or of any obligation hereunder is prevented, restricted or interfered with by reason of fires, breakdown of plant, labor disputes, embargoes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction or interference (and the other party shall likewise be excused from performance of its obligations on the day-for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use its best efforts to avoid or remove such causes.
- M. Except for claims or causes of action related to or arising from, the failure of **CLIENT** to pay the fees and compensation as provided hereunder, **CLIENT** and **JM** agree to submit to binding arbitration as a required resolution of any disputes arising under this **CONTRACT**. **JM** and **CLIENT** agree that, prior to submission to binding arbitration, any disputes arising under this **CONTRACT** shall first be submitted to non-binding mediation.
- N. **CLIENT** and **JM** acknowledge and agree that each party has invested significant time and resources in the recruitment and training of its employees. Therefore, to the extent permitted by applicable law, both parties agree that during the term of this **CONTRACT**, and for one (1) year thereafter, neither party will directly or indirectly solicit or seek to employ the employees of the other party except by mutual agreement of **CLIENT** and **JM**.
- O. On occasion, **JM** engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with **CLIENT's** approval. Such specialists will be wholly responsible for their work product. Alternatively, at **CLIENT's** request, **JM** will recommend contractor(s) or specialist(s) for **CLIENT** to enter into direct contract(s) with. In that event, invoices for these outside services will be mailed to **CLIENT** for direct payment to the contractor(s). **JM** review and approval of each invoice will be provided on request. Under either alternative, **JM** does not guarantee and is not responsible for the performance of the contractor(s) or the accuracy of their results.
- P. In the course of work, **JM** may take custody of and transport soil and/or water samples from **CLIENT's** site. Upon the completion of evaluation and/or testing of such samples, **JM** reserves the right to return the samples to **CLIENT** at **CLIENT's** expense, and **CLIENT** agrees to accept such samples and the responsibility for their proper and legal disposal.

- Q. **CLIENT** will furnish right-of-entry on the site for **JM** to conduct the work. **JM** will take reasonable precautions to minimize damage to the land from use of equipment but has not included in the fee the cost for restoration of damage that may result from site operations.
- R. Reasonable care will be exercised in locating subsurface structures in the vicinity of proposed subsurface explorations. This will include contact with the local agency coordinating subsurface utility information (i.e., "Call Before You Dig" service) and a review of plans provided by **CLIENT** for the site to be investigated. **JM** shall rely upon any information provided by **CLIENT** or **CLIENT**'s agent or representative. If the locations of underground structures are not known accurately or cannot be confirmed, then there will be a degree of risk to **CLIENT** associated with conducting the work. In the absence of confirmed underground structure locations, **CLIENT** agrees to accept the risk of damage and possible costs associated with repair and restoration of damage resulting from the exploration work and further agrees that **JM** shall not be liable for any such damages and/or costs. In accepting our proposal for services, **CLIENT** acknowledges the inherent risks associated with any subsurface investigation. In performing professional services, **JM** will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar localities. **JM** makes no express or implied warranty beyond our commitment to conform to this standard of professional practice.

#### SECTION VI – TESTS AND INSPECTIONS

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections to the Site to check the quality or quantity of the Work. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. \_\_\_\_\_ **If initialed, CLIENT** has elected to engage **JM** to provide a "Resident Project Representative" as described in **ATTACHMENT "D"** to monitor the quality of all work to be performed by various contractors and subcontractors providing services and materials for the Project.
- E. If **CLIENT** does not select and initial Item D above, **CLIENT** will be deemed to have elected to assume the responsibilities of the "Resident Project Representative" as described in **ATTACHMENT "D"** and shall be solely responsible for monitoring the quality of all work to be performed by various contractors and subcontractors providing services and materials for the Project. **CLIENT** further assumes sole responsibility to arrange for or conduct any necessary or required testing or inspections which may be advisable to ensure that the work performed, and materials provided by any contractors or subcontractors are properly and timely performed and are in accordance with the Project's plans, specifications and project documents.

#### SECTION VII – RESPONSIBILITIES

Except as expressly provided elsewhere in this **CONTRACT**, **JM**'s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. **JM** shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare unless the scope of work set out on **ATTACHMENT "A"** hereto includes construction site inspection services. **JM**'s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the **CONTRACT** documents.

## SECTION VIII – WARRANTY

- A. **JM**'s services will be performed, its findings obtained, and its reports prepared in accordance with the scope of work as described in **ATTACHMENT "A"** hereto. In performing its professional services, **JM** will use that degree of care and skill ordinarily exercised under the same or similar circumstances for services of this type. **CLIENT** recognizes that conditions may vary from those observed at specific locations where borings, surveys or other site explorations are made, and that site conditions may change over time. This warranty is in lieu of all other warranties or representations, either express or implied. The warranty granted hereunder shall be limited to one (1) year from the date of completion of the Project and such warranty shall only extend to the services provided by **JM** and shall not cover the workmanship and materials used by any subcontractors or any equipment manufactured by any third party.
- B. If **JM** or any of its employees, officers or agents be found to have been negligent in the performance of its work or to have made and breached any express or implied warranty, representation or contract, **CLIENT**, all parties claiming through **CLIENT** and all parties claiming to have in any way relied upon **JM**'s work must bring any actions arising from the same in the State of Texas in a court of competent jurisdiction. Venue for any action brought pursuant to this paragraph shall lie in Taylor County, Texas.
- C. The foregoing notwithstanding, **JM** shall not be liable for consequential and/or exemplary damages. No action or claim, whether in tort, contract or otherwise, may be brought against **JM**, arising from or related to this **CONTRACT** after the expiration date under the statute of limitations provided for such action under Texas law.

## SECTION IX - TERMINATION

Either party to this **CONTRACT** may terminate the **CONTRACT** by giving to the other party ten (10) days written notice. Upon delivery of this notice by the **CLIENT** to **JM**, and upon expiration of the ten (10) day period, **JM** shall discontinue all services in connection with the performance of this **CONTRACT** and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this **CONTRACT**. As soon as practical after the receipt of a notice of termination, **JM** shall submit a statement showing in detail the services performed under this **CONTRACT** to the date of termination. **CLIENT** shall then pay **JM** to the date of termination. **CLIENT** shall then pay **JM** promptly that proportion of the prescribed charges which the services actually performed bear to the total services called for under this **CONTRACT**, less payments on account which have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this **CONTRACT** shall be delivered to **CLIENT** when and if this **CONTRACT** is terminated.

## SECTION X - NOTICES

All notices required by this **CONTRACT** shall be sent by United States Postal Service, Federal Express or hand delivery to the addresses on Page 1 of this **CONTRACT**.

## SECTION XI – CONFLICT OF INTEREST

**JM** agrees to disclose any financial or economic interest in or with the Project Property, or any property affected by the Project, existing prior to the execution of this **CONTRACT**. Further, **JM** agrees to disclose any financial or economic interest in or with the Project Property, or any property affected by the Project, if **JM** gains such interest during the course of this **CONTRACT**. If **JM** gains financial or economic interest in the Project Property during the course of this **CONTRACT**, **CLIENT** may in its sole discretion, terminate this **CONTRACT**. **JM** shall not engage the services of any present or former employee of **CLIENT** who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this **CONTRACT**. **JM** agrees that it will not perform services on this Project for the general contractor, any subcontractor or any supplier of or for this Project. **JM** will not negotiate or make any agreement with the contractor, any subcontractor or any supplier with regard to any of the work under this Project or any services, equipment or facilities to be used on this Project.



**SECTION XII – COVENANT AGAINST CONTINGENT FEES**

**JM** affirms that it has not employed or retained any company or person, other than a bona fide employee working for **JM**, to solicit or secure this **CONTRACT**, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this **CONTRACT**. For a breach or violation of this section, **CLIENT** may terminate this **CONTRACT** without liability, or in its discretion may deduct from the **CONTRACT** a price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**SECTION XIII – ADDITIONAL SERVICES**

Additional services which are outside the scope of ATTACHMENT “A” to this **CONTRACT** shall not be performed by **JM** without prior written authorization from **CLIENT**. Additional services, when authorized by an additional contract or an amendment to this **CONTRACT** shall be compensated for by a fee mutually agreed upon in writing between **CLIENT** and **JM**.

**SECTION XIV – SUCCESSORS AND ASSIGNS**

This **CONTRACT** shall not be assignable except pursuant to the written consent of **CLIENT** and **JM**. If assigned, this **CONTRACT** shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this **CONTRACT** to be duly executed and agree that this **CONTRACT** will be effective on the date first shown, said date being the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF ALPINE


By: \_\_\_\_\_

GEOFFREY R. CALDERON  
Printed Name

INTERIM CITY MANAGER  
Title

**JM** warrants that the person who is signing this **CONTRACT** on behalf of **JM** is authorized to do so and to execute all other documents necessary to carry out the terms of this **CONTRACT**.

JACOB AND MARTIN, LLC

By: 

KIRT HARLE  
Printed Name

SENIOR PRINCIPAL  
Title

**ATTACHMENT A  
TO MASTER CONTRACT FOR PROFESSIONAL SERVICES  
SCOPE OF WORK**

Jacob & Martin, LLC will provide the following project-related engineering services to City of Alpine, including but not limited to:

**A. Description of Projects**

The project scope includes engineering services for design and construction administration of proposed water improvements as follows:

1. Water Distribution System Improvements:

- 12” dedicated water line to serve the suction side of the East Booster Pump Station.
- Approximately 12 gate valves to isolate the Sul Ross Pressure Plane.

**B. Basic Engineering Services**

1. **Design Phase**

- a. Prepare detailed specifications, contract drawings and plans for bidding and constructing infrastructure improvements.
- b. Assist City with permitting as required.
- c. Prepare detailed cost estimates, which shall include summaries of bid items and quantities.
- d. Furnish Bidding Documents to City for staff, administration, and legal review.
- e. Finalize Contract Documents incorporating City’s comments.

2. **Bidding and Award Phase**

- a. Assist City in the advertisement for bids.
- b. Conduct pre-bid meeting (if requested by City).
- c. Answer bidder’s questions and issue addenda (if necessary).
- d. Assist the City in the opening and tabulation of bids for construction of the project and make recommendations to the City for award of Contract.
- e. Assist in the preparation of executed Contract Documents for the construction of the project.

3. **Construction Phase**

- a. Coordinate Pre-Construction Conference.
- b. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
- c. Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.
- d. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment, and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.
- e. Review and recommend Contractor’s payment requests.
- f. Conduct in company with the City a site visit following substantial completion notice and prepare punch list.
- g. Conduct in company with the City a final inspection of the project for conformance with the design concept of the project and compliance with the Contract Documents and approve in

writing final payment to the Contractors.

- h. Review contract drawings with the assistance of Owner and Contractor to show the work as actually constructed. Furnish two (2) sets of Record Drawings and a digital copy of the Record Drawings to the City.

**C. Additional Engineering Services**

1. Miscellaneous time and expense reimbursable expenses (shipping, travel, lodging, etc.).
2. Provide topographic surveying and construction staking.
3. Provide part time inspection services as requested by the City.

**D. Compensation Payment Schedule**

Compensation for Basic Engineering Services as described in the Scope of Services shall be at a lump sum price of \$65,200.00. 60% (\$39,120) of the lump sum fee shall be invoiced at the completion of the design and approval of the construction drawings by the City. 10% (\$6,520) of the lump sum fee shall be invoiced after award of the contracts by the City. 20% (\$13,040) shall be invoiced on a monthly basis as the project progresses through construction. The final 10% (\$6,520) shall be invoiced after final completion and closeout of the project.

Compensation for Additional Engineering Services described in Scope of Services shall be at a time and expense basis per the attached rate schedule included as ATTACHMENT B with a not to exceed amount of \$53,400. The estimated fees for each of these tasks are as follows:

- Reimbursable Expenses: \$500
- Surveying and Construction Staking: \$22,200
- Part-Time Resident Project Representative (Inspection): \$30,700

Fees do not include any required outside review, inspection, or filing fees. Time and expense items including mileage, vehicle, lodging, meal and other incidentals will be charged at the standard rates attached.



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**ATTACHMENT B  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
HOURLY RATES FOR PROFESSIONAL SERVICES**

**ENGINEERING SERVICES**

Senior Principal Engineer	\$ 235.00
Principal Engineer	215.00
Registered Professional Engineer - 1	200.00
Registered Professional Engineer - 2	165.00
Engineer-in-Training (E.I.T.)	135.00
Engineering Technician - 1	140.00
Engineering Technician - 2	110.00
CAD Draftsman - 1	105.00
CAD Draftsman - 2	90.00
Engineering Intern	75.00

**ARCHITECTURAL SERVICES**

Principal Architect	\$ 215.00
Licensed Architect - 1	200.00
Licensed Architect - 2	165.00
Licensed Interior Designer	125.00
Architectural Associate	110.00
Architectural Intern	75.00

**ANCILLARY SERVICES**

Environmental Scientist	\$ 135.00
Environmental Technician	90.00
GIS Technician - 1	135.00
GIS Technician - 2	90.00
Senior Land Man	120.00
Clerical - 1	100.00
Clerical - 2	75.00

*Effective 1/1/2025*



3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

908 S. Main Street, Suite 100  
Boerne, TX 78006  
325.695.1070

4920 S. Loop 289, Suite 106  
Lubbock, TX 79414  
806.368.6375

36 E. Twohig, Suite 101  
San Angelo, TX 76903  
325.695.1070

1925 Fort Worth Highway  
Weatherford, TX 76086  
817.594.9880



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### SURVEYING SERVICES

Principal Surveyor	\$ 175.00
Registered Professional Land Surveyor	165.00
Surveyor-in-Training (S.I.T.)	110.00
Survey Technician	100.00
1-Man Survey Team	180.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	205.00
2-Man Survey Team	205.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	230.00
3-Man Survey Team	230.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	255.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

### FIELD SERVICES

Resident Project Representative - 1	\$ 115.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	140.00
Resident Project Representative - 2	80.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	105.00
Licensed Water/Wastewater Operator (A/B)	105.00
Licensed Water/Wastewater Operator (C/D)	85.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

### A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

*Effective 1/1/2025*



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**CONSTRUCTION MATERIALS ENGINEERING AND TESTING FEES**

**SERVICE TIME**

Registered Professional Engineer	\$	200.00
Materials Technician Service Time		77.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		105.00
Pier Observation, Hot Mix, Reinforcing Steel		91.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		108.00

**CONCRETE**

Concrete Cylinder Compressive Strength Tests	\$	34.00
Client Made Cylinder		42.00
Entrained Air Content Test		40.00
Slump Tests, when cylinders are not made		30.00
Concrete Mix Design		1175.00
Concrete Design Confirmation Cylinder		38.00

**SOILS**

Atterberg Limits (Liquid Limit, Plastic Limit & P.I.)	\$	95.00
Field Compaction Test		35.00
Moisture-Density Curve (Proctor)		325.00
Washed Sieve Analysis (Soil)		80.00
Washed Sieve Analysis (Base Material)		95.00
Unit Weight		52.00
Absorption		52.00
Decantation		52.00
Moisture Content		52.00

**ASPHALT**

Rice Theoretical Specific Gravity	\$	96.00
Field Density, Hot Mix (Nuclear Method)		40.00

Local Vehicle Charge (within 20 miles of Abilene) - \$37.00 per trip to the project  
 Travel from and return to office at IRS rate per mile, plus service time at above rates  
 Travel Charges (outside 20 miles of Abilene) – Round trip mileage at IRS current rate, plus

**A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING**

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

*Effective 1/1/2025*



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817.594.9880

**ATTACHMENT C  
TO MASTER CONTRACT FOR PROFESSIONAL SERVICES**

**INSURANCE**

A. Types of Insurance. The types of insurance required in this **CONTRACT** are those indicated by initials below. If no initials appear on any of the Items 1 through 6, insurance described in Items 1 through 4 shall be required.

	<u>Type</u>	<u>Amount</u>
1.	Workers compensation (employer's liability statutory)	\$500,000.00 (per occurrence)
2.	Commercial (public) liability including but not limited to: premises / operations Independent Contractors Product / Completed operations Contractual liability Insuring above indemnity Explosion collapse and underground (where such exposures exist)	\$500,000.00 combined single limit for bodily injury and property damage (per occurrence)
3.	Business automobile liability to include coverage for: Owned / leased autos Non-owned autos Hired or rental vehicles	\$500,000.00 combined single limit for bodily injury and property damage (per occurrence)
4.	Liability (per occurrence)	\$500,000.00 combined single limit
5.	See addendum to this Attachment for special coverages and/or revisions	
6.	No insurance required	

B. General Requirements. **JM** agrees to purchase and maintain the type and amounts of insurance required above throughout the term of the **CONTRACT**. **JM** is solely responsible for providing the required Certificates of Insurance. The Certificates of Insurance shall:

1. Name **CLIENT** as an additional insured with respect to the operations for which this **CONTRACT** is made except for professional liability and workers compensation.
2. Provide for thirty (30) day advanced written notice of cancellation or material change.
3. The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by **CLIENT**.
4. The required insurance naming **CLIENT** as additional insured must be primary insurance and not contributing with any other insurance available to **CLIENT** under any third party liability policy.
5. **JM** must provide **CLIENT** with the required Certificates of Insurance or a certified copy of the required Certificates of Insurance on or before **CLIENT** executes the notice to proceed with any work under the **CONTRACT**. Thereafter, **JM** must furnish new Certificates of Insurance or certified copies of the same before the expiration date.

**ATTACHMENT D  
TO MASTER CONTRACT FOR PROFESSIONAL SERVICES**

**RESIDENT PROJECT REPRESENTATIVE**

The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. Liaison:
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Start-ups:
  - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:
  - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
  - b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - c. Maintain records for use in preparing Project documentation.
11. Reports:
  - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. Completion:
  - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
  - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
  - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2025-1383270

Date Filed:  
10/30/2025

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Jacob & Martin, LLC  
Abilene, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
City of Alpine

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
JM No. 25458  
Engineering Services for the City of Alpine Water Improvements for Sky Way Gardens project.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is William L. Dugger, and my date of birth is 08/19/71.

My address is 3465 Curry Lane, Texas, TX, 79606, USA.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Taylor County County, State of Texas, on the 30th day of October, 2025.  
(month) (year)



\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



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## TECHNICAL MEMORANDUM

**TO:** Geo Calderon, Interim City Manager, City of Alpine  
Mike Maciaz, Director of Utilities, City of Alpine  
**FROM:** Andy Vecellio, P.E. - Jacob and Martin, LLC  
**SUBJECT:** Sky Way Gardens Water System Feasibility Study, Phase II  
**DATE:** September 22, 2025

### I. BACKGROUND

The City of Alpine (“City”) contracted in 2023 with Jacob & Martin (“JM”) to perform a feasibility study for the City’s water system to evaluate water service to the Sky Way Gardens Development (“Development”). This purpose of the feasibility study was to determine whether the City has sufficient capacity within its current water system to serve the Development and if modifications to the existing water system would be necessary.

Attached as Appendix A is the 2023 Technical Memo (“Tech Memo”) that is the basis of this Phase II evaluation.

### II. WATER SYSTEM OVERVIEW

The City’s existing water system is comprised of four (4) pressure planes. An overview of the existing system and approximate pressure plane delineation is included as Attachment A to the Tech Memo. Even though the water system has the four (4) pressure planes, the system from a water source standpoint generally operates as two (2) pressure planes as the Sunny Glen Pressure Plane and the Upper Hill Pressure Plane essentially work together and the Lower Hill Pressure Plane and the Sul Ross Pressure Plane work together. The Sul Ross Pressure Plane does have the East Well to provide water supply, but is also fed water through the East Booster Pump Station.

The water source for the Sunny Glen Pressure Plane and the Upper Hill Pressure Plane is the well field in the Sunny Glen area, located northwest of the City. The facilities in these pressure plans include the wells in the Sunny Glen well field, the Sunny Glen North Ground Storage Tank, the Sunny Glen South Ground Storage Tank, the Pearce Tank, the Upper Hill Tank and the Sunny Glen Booster Pump Station.

The water sources for the Lower Hill Pressure Plane and the Sul Ross Pressure Plane include the Musquiz Well Field, the East Well, the currently inactive Golf Course Well, and the currently



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inactive Railroad Well. The facilities in these pressure planes include the water supply wells, Musquiz East Ground Storage Tank, the Musquiz West Ground Storage Tank, the Lower Hill Tank, the East Ground Storage Tank, the Sul Ross East Tank, the Sul Ross West Tank, the Musquiz Booster Pump Station, and the East Booster Pump Station.

In assisting the City of Alpine with water system evaluations and challenges in the past few years, there are three significant issues that are noted for this report. The issues have been documented in the Water System Investigation Phase 1 Letter Report (dated December 31, 2024) and a PowerPoint Presentation to City Council during a Water Workshop on October 15, 2024. The Phase 1 Letter Report is included as Appendix B and the PowerPoint slides from the Water Workshop are included as Appendix C. The three primary issues include (1) available water supply in the Sunny Glen and Upper Hill Pressure Planes, (2) the inability to fill the Pearce Tank in the Sunny Glen Pressure Plane, and (3) the inability to operate the Upper Hill/Lower Hill Pump Station.

These issues primarily impact the western portion of the City's water system (Sunny Glen and Upper Hill Pressure Planes), but do have a residual impact on the water system as a whole. Currently, the western portion of the water system has difficulty keeping up with customer usage during peak demand and part of the recommended solution, particularly on a temporary basis, is to have some water from the Lower Hill Pressure Plane pumped to the Upper Hill Pressure Plane by evaluating and rehabilitating the Upper Hill/Lower Hill Pump Station. Serving Sky Way Gardens will not be directly impacted by these issues, but the additional customers will create a further strain on the available water supply and system operations.

### III. HYDRAULIC ANALYSIS

Please refer to Appendix A for the hydraulic evaluation completed in 2023. The recommendations in the hydraulic evaluation are the same, except for the option to move the service area in question (see Attachment B of Appendix A) to the Upper Hill Pressure Plane. Due to the issues identified in Section II (Water System Overview), the Upper Hill Pressure Plane cannot serve the additional service area. Therefore, the service area in question must be shifted to the Sul Ross Pressure Plane.

Appendix D contains an exhibit showing the revised boundaries of areas in the Lower Hill Pressure Plane that will need to be converted to the Sul Ross Pressure Plane. The revised boundaries result from operational modifications necessary to operate the system according to the pressure planes. The original exhibit, Attachment B in the 2023 TM, was exclusively based on elevation. The revised boundaries allow for the necessary operational changes while maintaining suitable



pressures. The revised boundaries result in 454 additional customers shifting to the Sul Ross Pressure Plane, bringing the total customers in the Sul Ross Pressure Plane to 530.

Appendix E contains an exhibit showing the needed improvements to shift the pressure plane boundaries. The improvements include a dedicated water line from the revised Lower Hill Pressure Plane boundary to the East Pump Station, a new fire hydrant at the East Pump Station, and multiple new gate valves. Based on conversations with City Staff, it has been assumed that the proposed gate valves locations shown either do not currently have gate valves or that the valves are inoperable and need replaced.

The dedicated water line (a water line that is not connected to customers or water lines except for the beginning and end points) is needed to provide a suitable suction side water source for the East Pump Station, while not being connected to Sul Ross Pressure Plane distribution system piping and overlapping pressure plane hydraulic grades. The dedicated water line begins at the southeast corner of the revised Upper Hill Pressure Plane and will run to the suction side of the East Pump Station. The East Pump Station contains two 450 gallons per minute (GPM) pumps. A fire hydrant should be included for flushing purposes.

#### **IV. PROPOSED PROJECT COSTS**

An opinion of probable cost (OPC) is included as Appendix E. The estimated project cost to construct the water system improvements is \$893,600.00.

#### **V. CONCLUSIONS AND RECOMMENDATIONS**

The City has sufficient capacity in the Lower Hill Pressure Plane and Sul Ross Pressure Plane to adequately serve the Development with the water system improvements included in this report. However, there are issues in the water system that should soon be addressed, including the three (3) issues mentioned in Section II (Water System Overview). Adding more customers, through serving this Development, to an already strained water system may create water service concerns for existing customers.





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**APPENDIX A**  
**JM TECHNICAL MEMORANDUM DATED AUGUST 29, 2023**



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## TECHNICAL MEMORANDUM

---

**TO:** Megan Antrim, City Manager, City of Alpine  
Eddie Moliner, Director of Public Works, City of Alpine

**FROM:** Emma Meek, E.I.T. - Jacob and Martin, LLC  
Kirt Harle, P.E. - Jacob and Martin, LLC

**SUBJECT:** City of Alpine Water System Feasibility Study

**DATE:** August 29, 2023

---

### I. BACKGROUND

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

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

### II. HYDRAULIC ANALYSIS

#### A. Modeling Assumptions

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

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



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

## B. Modeling Results

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

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

### *Alternative 1 – Modify Sul Ross Pressure Plane*

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



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

*Alternative 2 – Modify Upper Hill Pressure Plane*

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

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

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





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### III. CONCLUSIONS AND RECOMMENDATIONS

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



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**ATTACHMENT A**

# ATTACHMENT A

**Legend**


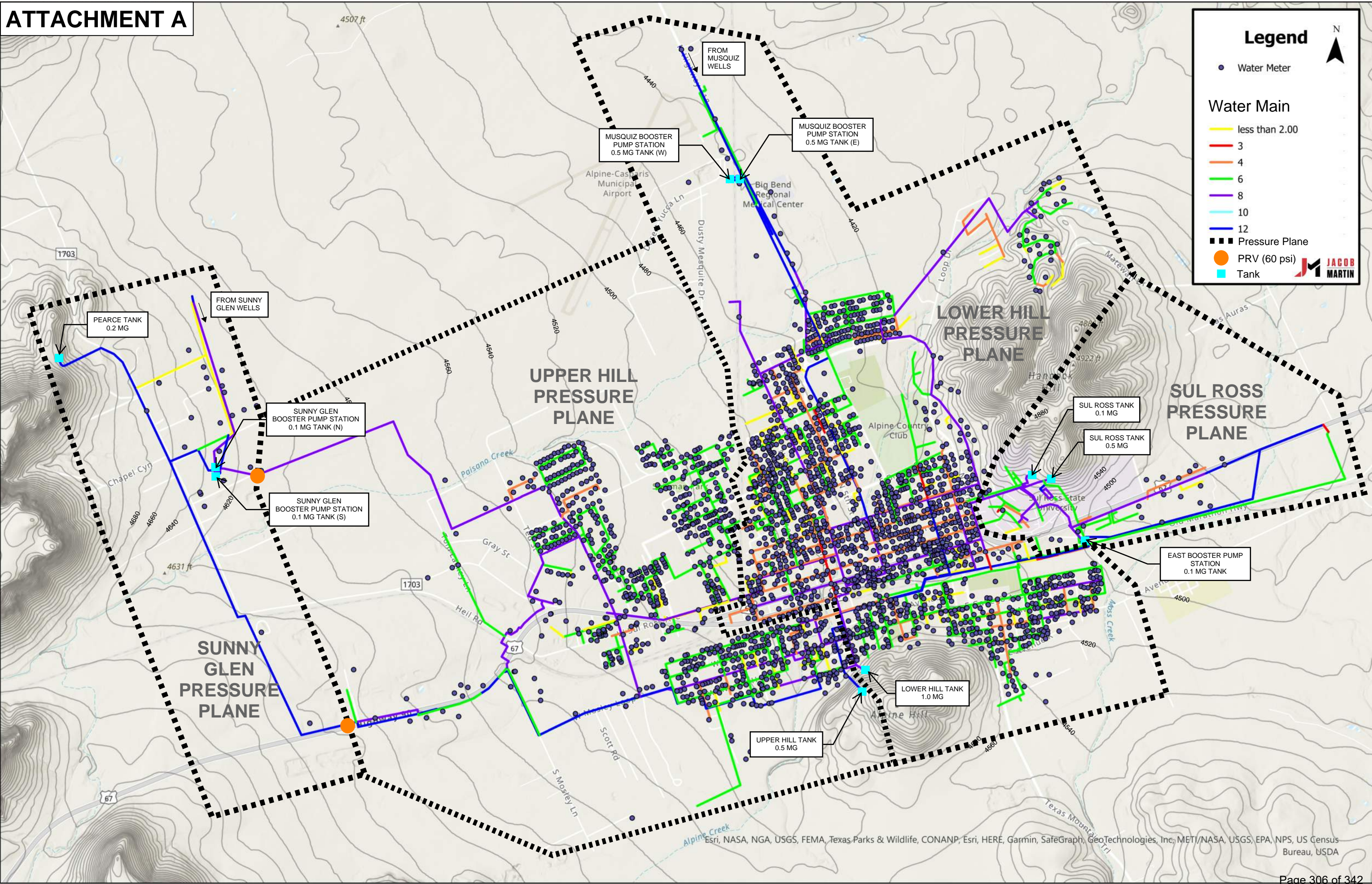
- Water Meter

**Water Main**

- less than 2.00
- 3
- 4
- 6
- 8
- 10
- 12

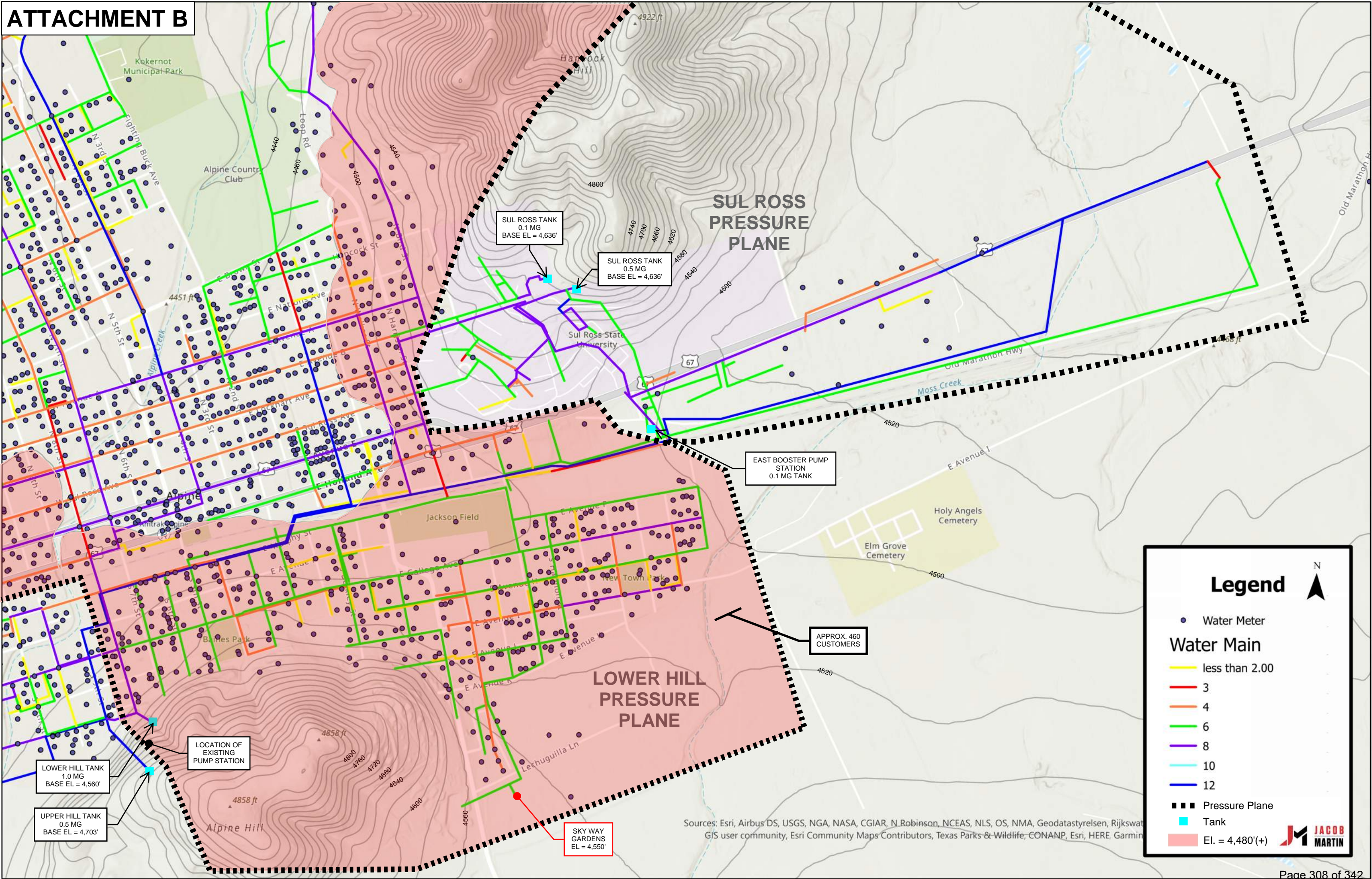
Pressure Plane

- PRV (60 psi)
- Tank

**ATTACHMENT B**

# ATTACHMENT B



### Legend

- Water Meter
- Water Main**
- less than 2.00
- 3
- 4
- 6
- 8
- 10
- 12
- ▬▬▬ Pressure Plane
- Tank
- El. = 4,480'(+)

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N. Robinson, NCEAS, NLS, OS, NMA, Geodastystrelsen, Rijkswat GIS user community, Esri Community Maps Contributors, Texas Parks & Wildlife, CONANP, Esri, HERE, Garmin





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**APPENDIX B**  
**JM WATER SYSTEM INVESTIGATION PHASE 1 LETTER REPORT**  
**DATED DECEMBER 31, 2024**



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December 31, 2024

City of Alpine  
Attn: Megan Antrim, City Manager  
100 N. 13<sup>th</sup> Street  
Alpine, TX 79830

RE: Letter Report  
Water System Investigation Phase 1 – Water Sources to Booster Pump Stations

Dear Megan:

This letter report is in response to the above-mentioned project in which Jacob & Martin (“JM”) has provided professional services to assist the City investigate and define alternatives and solutions to the recent challenges in water system operations for the Sunny Glen/Upper Hill (western) pressure plane, including the inability to fill the Pearce Tank. The project scope has extended beyond the initial project scope and included multiple site visits and a presentation to the City Council. Below is a summary of the work completed and our findings.

#### Water Source Well Capacity

Water wells capacities and historical water consumption data were accumulated and analyzed to evaluate the City’s water source capacity in comparison to historical water demand. The data was analyzed for the City as a whole, but also by the individual pressure planes within the City’s water system. Multiple graphs and tables were created from the data to assist the City Staff and Council in reviewing the data.

The conclusion of the water source capacity evaluation is that the City has insufficient water supply capacity in the Sunny Glen and Upper Hill Pressure Planes due to the abandonment of several wells in the past and the decreased capacity of some of the existing wells. It is recommended that the City develop additional water sources in the Sunny Glen Well Field. The primary recommendation is to complete the Lewis Test Well. The secondary recommendation is to begin the process of acquiring a lease of and developing the Daugherty Well for public water supply.

#### Pearce Tank Operations

The Pearce Tank has been unable to fill since 2020. It was reported by City Staff that the



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inability to fill Pearce Tank coincided with a major leak along Highway 90 between North Mosely Lane and the railroad tracks. Multiple field tests, including searching for closed valves and checking system pressures, have been performed to attempt to locate the cause of the problem. At the time of this report, the cause and solution has not been identified, but an email list of next steps was provided to City Staff. Additionally, a hydraulic model of the water system indicates that, based on expected water system operations, the Pearce Tank should be able to be filled from the Sunny Glen Pump Station. Further evaluations and investigations of Peace Tank are recommended.

#### Upper Hill/Lower Hill Booster Pump Station

The Upper Hill/Lower Hill Booster Pump Station (“UH/LH BPS”) is located south of Avenue I, between South 8<sup>th</sup> Street and South 9<sup>th</sup> Street. The UH/LH BPS was constructed around 2010. The intended design of the pump station, as reported by City Staff, was to allow water to flow between the Upper Hill Tank and Lower Hill Tank to provide redundancy between the pressure planes. A field visit and review of the design plans was completed to identify reasons why the pump station has not been used by City Staff and what would be needed to put the UH/LH BSP online.

The current conclusion is that the station was not constructed and installed according to the original design functionality of the pump station. It is unsure during which phase of the project that the error occurred, but it appears that the station was “mirrored,” which negates the intended purpose of the station. The intended design was to allow water to be pumped from the Lower Hill Tank to the Upper Hill Tank and, through a control valve, allow water to feed the Lower Hill Tank from the Upper Hill Tank based on the higher hydraulic grade of the Upper Hill Tank. However, the current belief based on reviewing the plans and a site visit is that the suction and discharge lines for the pumps and the line that allows for backfeed from the Upper Hill Tank to Lower Hill Tank were installed in reverse. Based on this current belief, turning the pumps on would result in extremely high pressures in the Lower Pressure Plane. The station is also currently unable to fill the Upper Hill Tank from the Lower Hill Tank. This incorrect functionality was confirmed by City Staff familiar with the installation who attempted to operate the station. This conclusion can only be confirmed by exposing and investigating the yard piping to see how the yard piping is connected to the ground storage tanks and the pump station.

#### City Council Presentation

A presentation was given the City Council on October 15, 2024. The presentation included an overview of the water system, an update on the Lead and Copper Rule Revision and Lead Service Line Inventory, an update on possible service to Sky Way Gardens, and a summary of





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the three critical issues impacting the City’s water system. The three critical issues were identified as (1) water supply sources, (2) Upper Hill/Lower Hill Pump Station, and (3) Pearce Tank Operations. Each of these three critical issues were described in preceding sections of this letter report.

At the time of this letter report, the issue with the Pearce Tank has not been resolved, the booster pump station needs additional investigation to restore it to service, and further technical assistance is needed to assist the City in maximizing the efficiency of the water system. Therefore, JM is proposing a second and subsequent water system investigation phase to further assist the City in addressing these water system issues and challenges.

If you have any questions, please contact me at (325) 695-1070 or 325-301-2400, or email me at [avecellio@jacobmartin.com](mailto:avecellio@jacobmartin.com).

Sincerely,

**JACOB | MARTIN**

Andrew P. Vecellio, P.E.



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www.jacobmartin.com



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**APPENDIX C**  
**JM WATER WORKSHOP PRESENTATION DATED OCTOBER 15, 2024**



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# City of Alpine Water Workshop October 15, 2024

Andy Vecellio, PE  
Jacob & Martin



# City of Alpine Water Workshop (October 15, 2024)

## Discussion Topics

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





# City of Alpine Water Workshop (October 15, 2024)

## Lead and Copper Rule Inventory

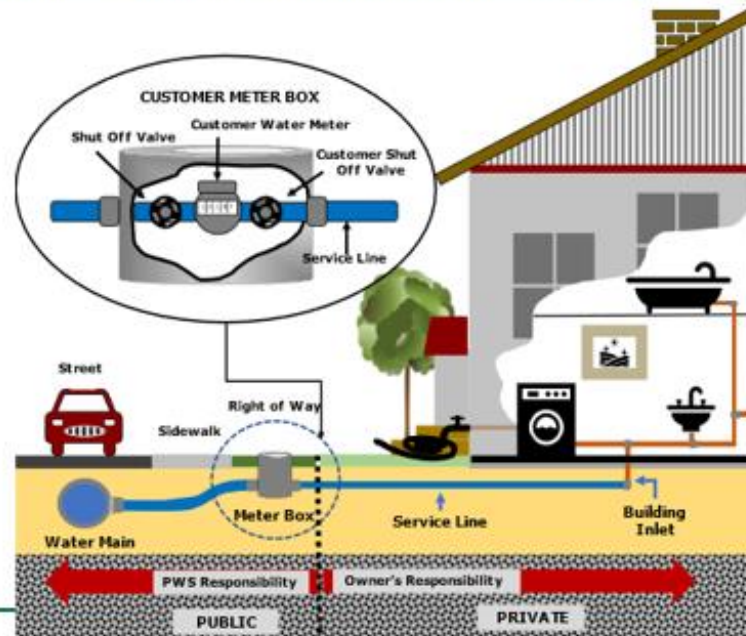
- **October 16, 2024, Deadline for Lead Service Line Inventory**
  - Submit TCEQ Form 20943
- **Next Steps:**
  - Public Communications (Lead Service Lines, Galvanized Requiring Replacement, Unknowns)
  - School and Child Care Facilities
  - Complete Full Lead Service Line Inventory and Lead Service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



# City of Alpine Water Workshop (October 15, 2024)

## Lead and Copper Rule Inventory

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



Source: TCEQ.



# City of Alpine Water Workshop (October 15, 2024)

## Lead and Copper Rule Inventory – TCEQ Form 20943

<u>System-Owned Service Line</u>	<u>Customer-Owned Service Line</u>	<u>Entire Service Line<sup>1</sup></u>
Lead	Any <sup>2</sup>	Lead
Any <sup>2</sup>	Lead	Lead
Galvanized	Galvanized	GRR <sup>3</sup>
Galvanized	Non-Lead	Non-Lead
Galvanized	Unknown	Unknown
Non-Lead	Galvanized	GRR <sup>3</sup>
Unknown	Galvanized	GRR <sup>3</sup>
Unknown	Non-Lead	Unknown
Non-Lead	Unknown	Unknown
Non-Lead	Non-Lead	Non-Lead

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

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

<sup>3</sup>GRR = Galvanized Requiring Replacement



# City of Alpine Water Workshop (October 15, 2024)

## Lead and Copper Rule Inventory

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



# City of Alpine Water Workshop (October 15, 2024)

## Lead and Copper Rule Inventory

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



# City of Alpine Water Workshop (October 15, 2024)

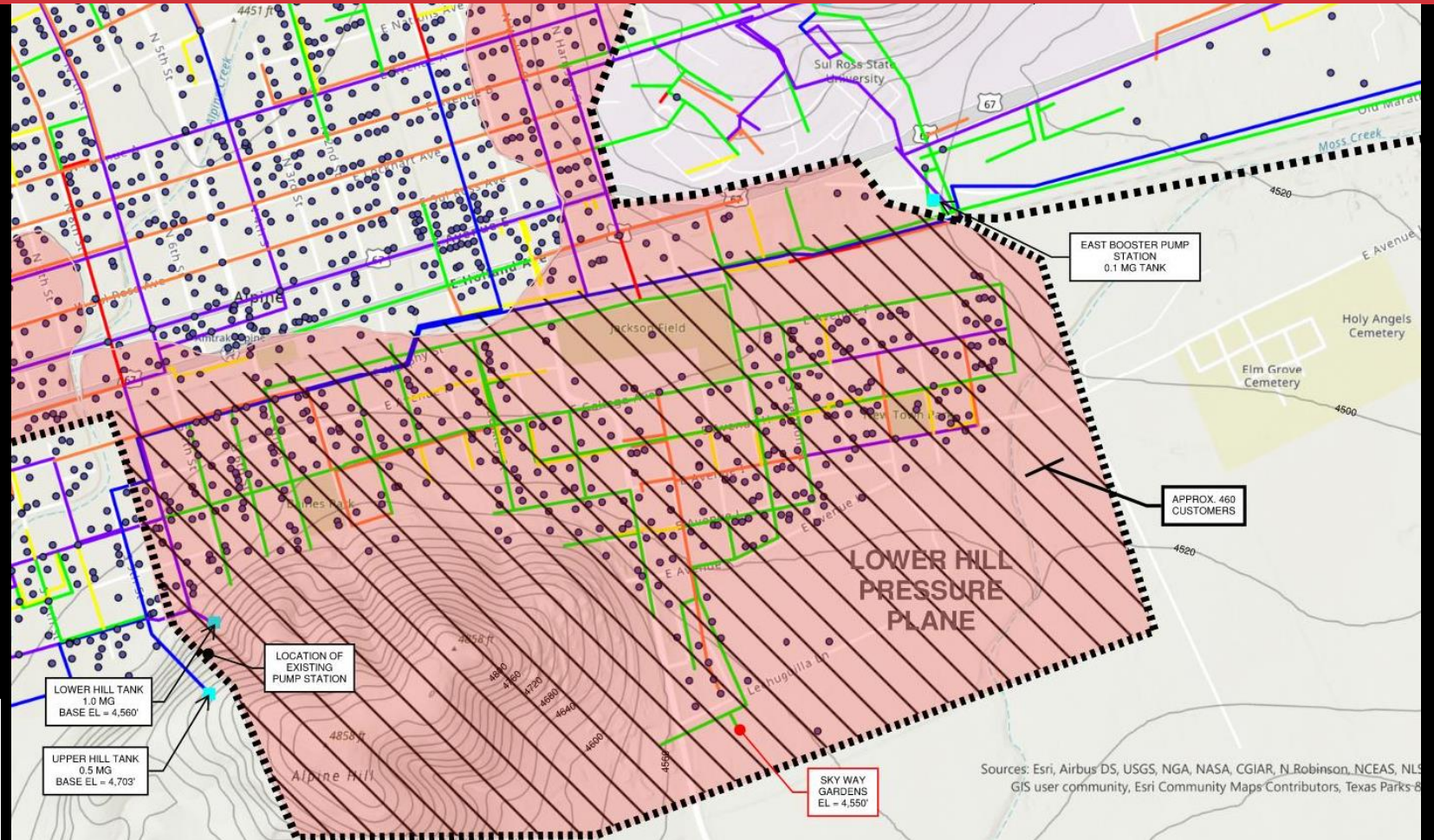
## Sky Way Gardens

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



# City of Alpine Water Workshop (October 15, 2024)

## Sky Way Gardens



# City of Alpine Water Workshop (October 15, 2024)

## Critical Issues – Water Supply/Sources

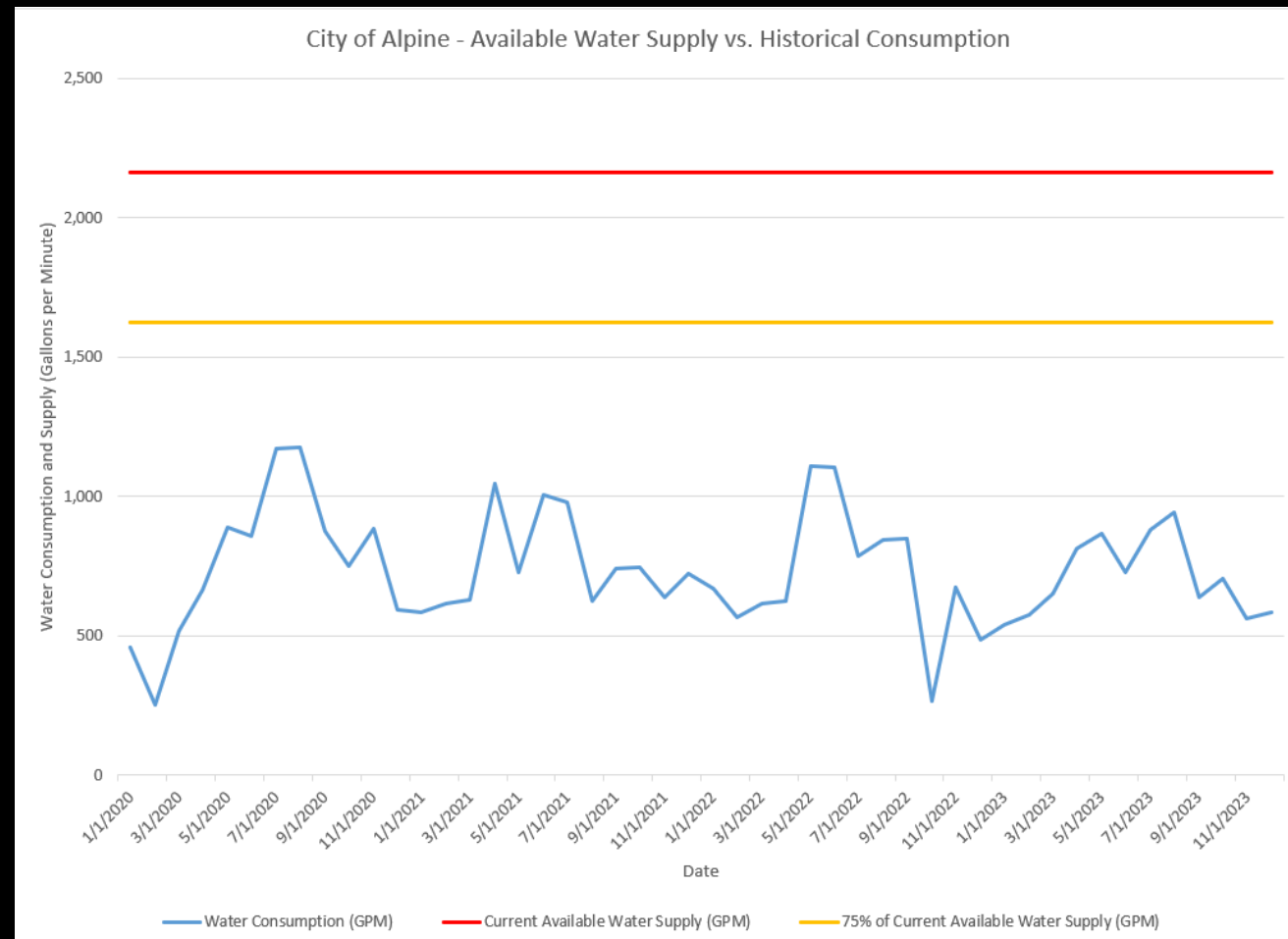
Well	Pressure Plane	Flow Rate (GPM)	2023 Flow (GPM)	% of Capacity
(South) Lower Hill	Lower Hill	220	76.7	34.9%
Musquiz 10	Lower Hill	340	20.6	6.1%
Musquiz 11	Lower Hill	225	60.0	26.7%
Musquiz 6	Lower Hill	190	70.5	37.1%
Musquiz 7	Lower Hill	325	167.4	51.5%
East	Sul Ross	75	27.9	37.2%
(South) Upper Hill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

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



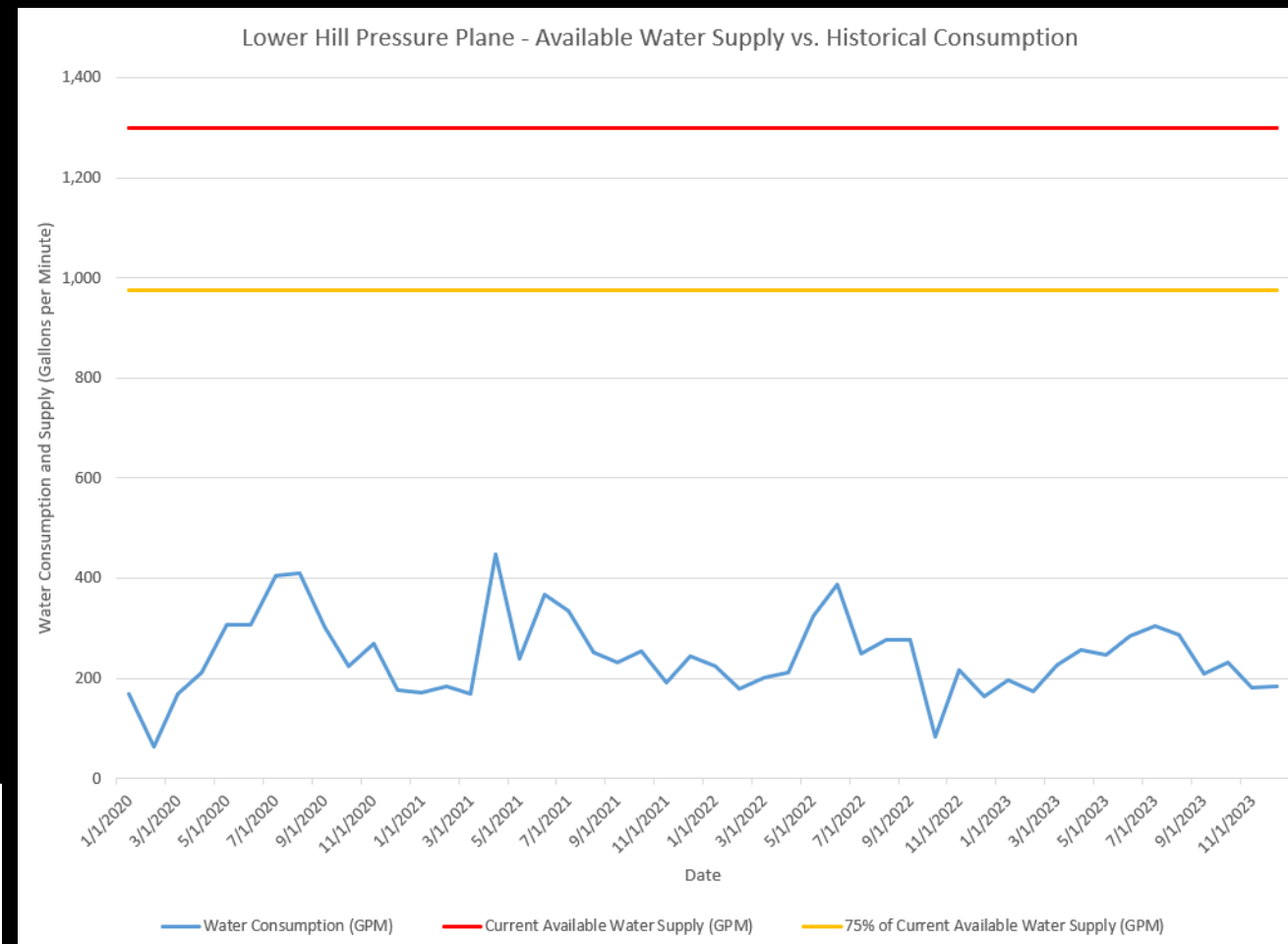
# City of Alpine Water Workshop (October 15, 2024)

## Critical Issues – Water Supply/Sources



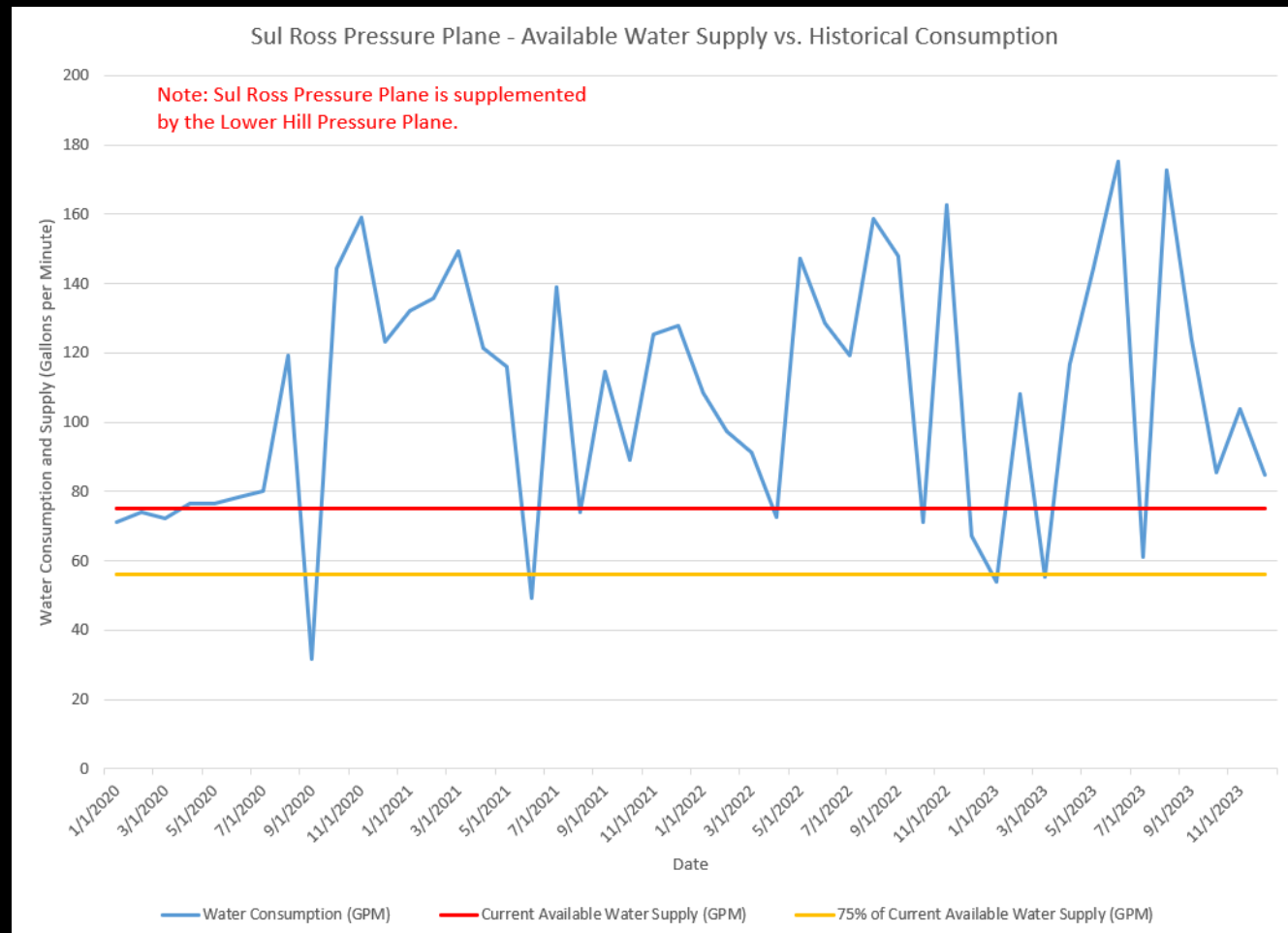
# City of Alpine Water Workshop (October 15, 2024)

## Critical Issues – Water Supply/Sources



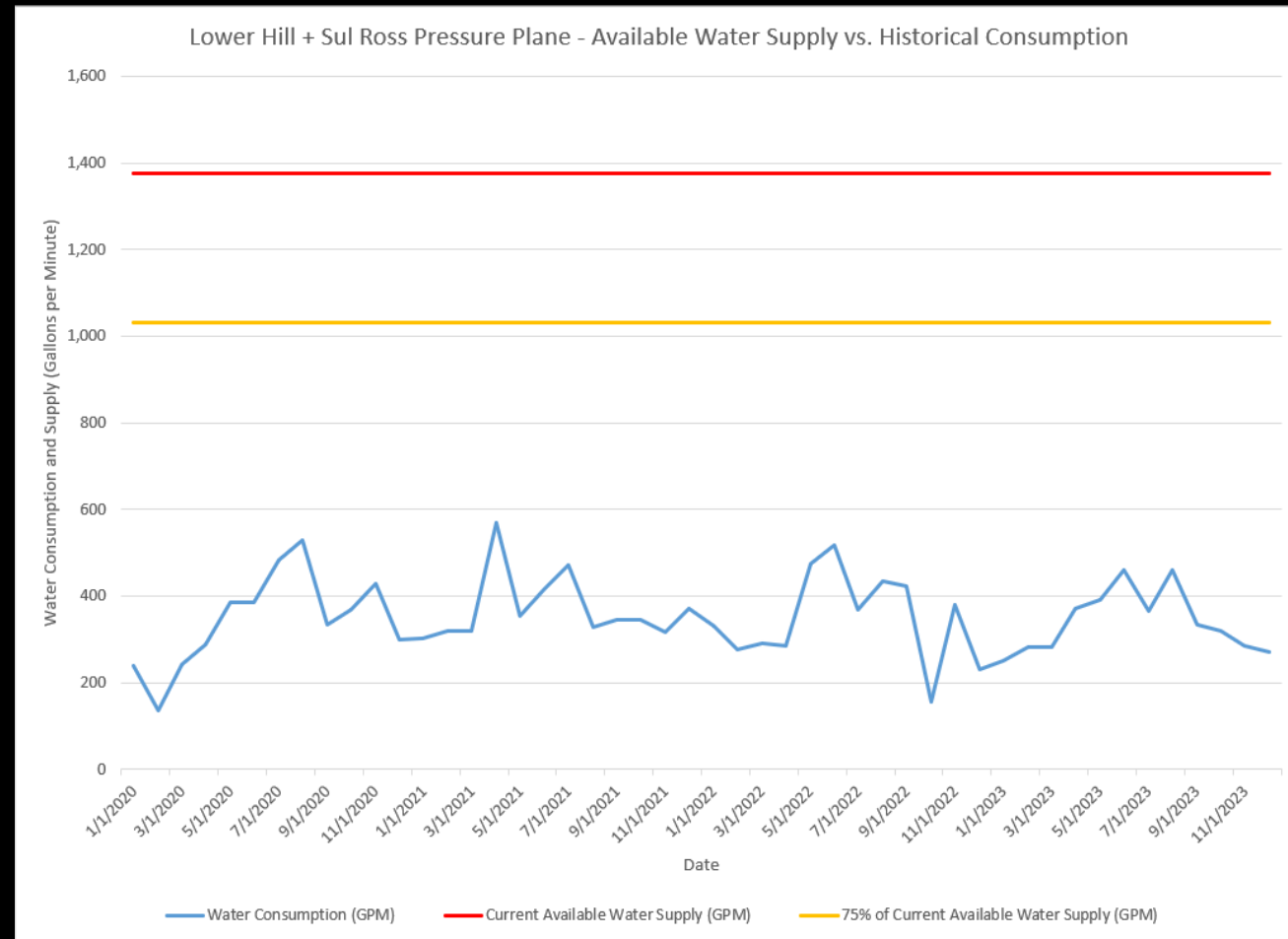
# City of Alpine Water Workshop (October 15, 2024)

## Critical Issues – Water Supply/Sources



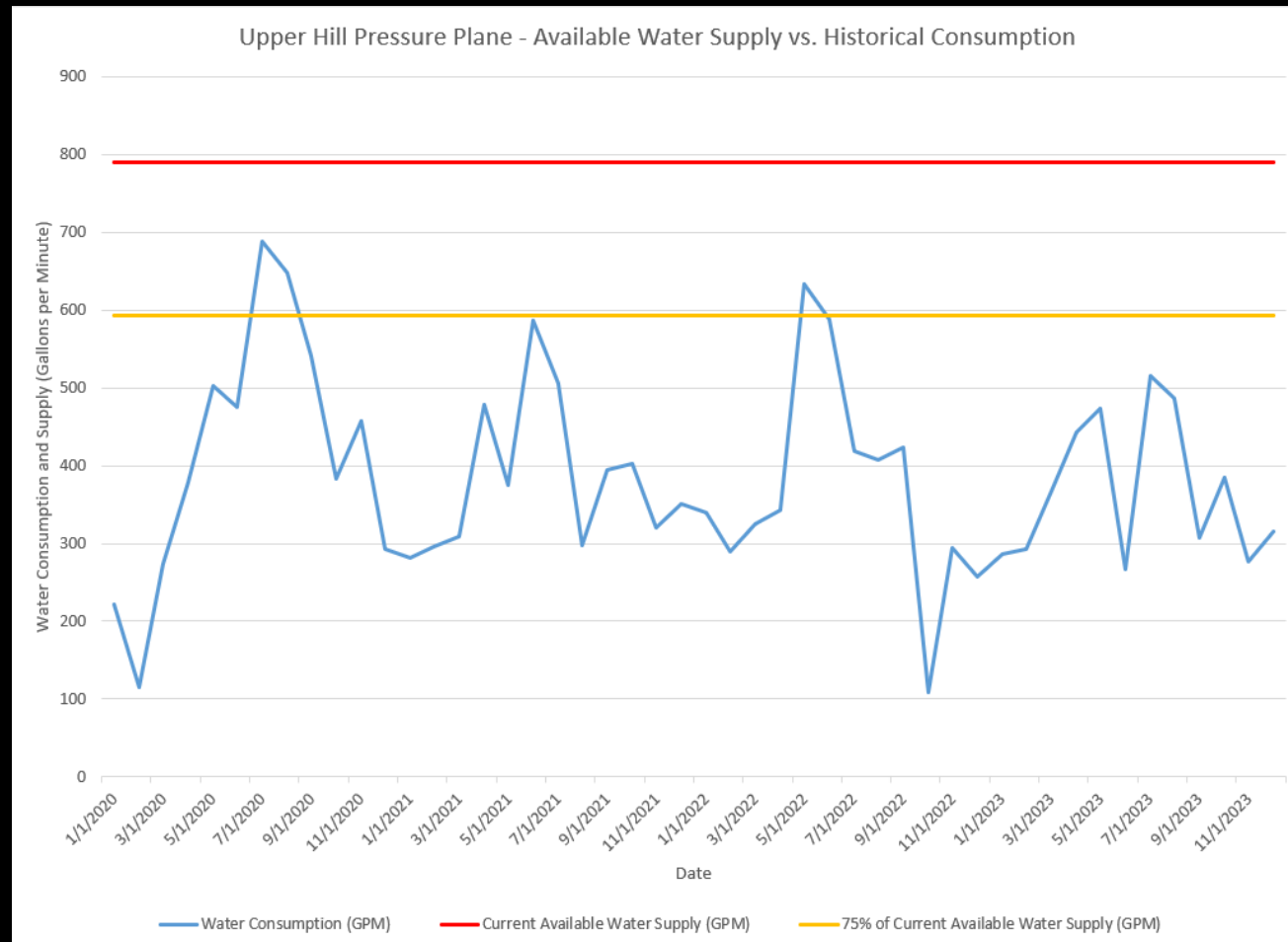
# City of Alpine Water Workshop (October 15, 2024)

## Critical Issues – Water Supply/Sources



# City of Alpine Water Workshop (October 15, 2024)

## Critical Issues – Water Supply/Sources



# City of Alpine Water Workshop (October 15, 2024)

## Critical Issues – Water Supply/Sources

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



# City of Alpine Water Workshop (October 15, 2024)

## Critical Issues – Upper Hill / Lower Hill Pump Station

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



# City of Alpine Water Workshop (October 15, 2024)

## Critical Issues – Upper Hill / Lower Hill Pump Station

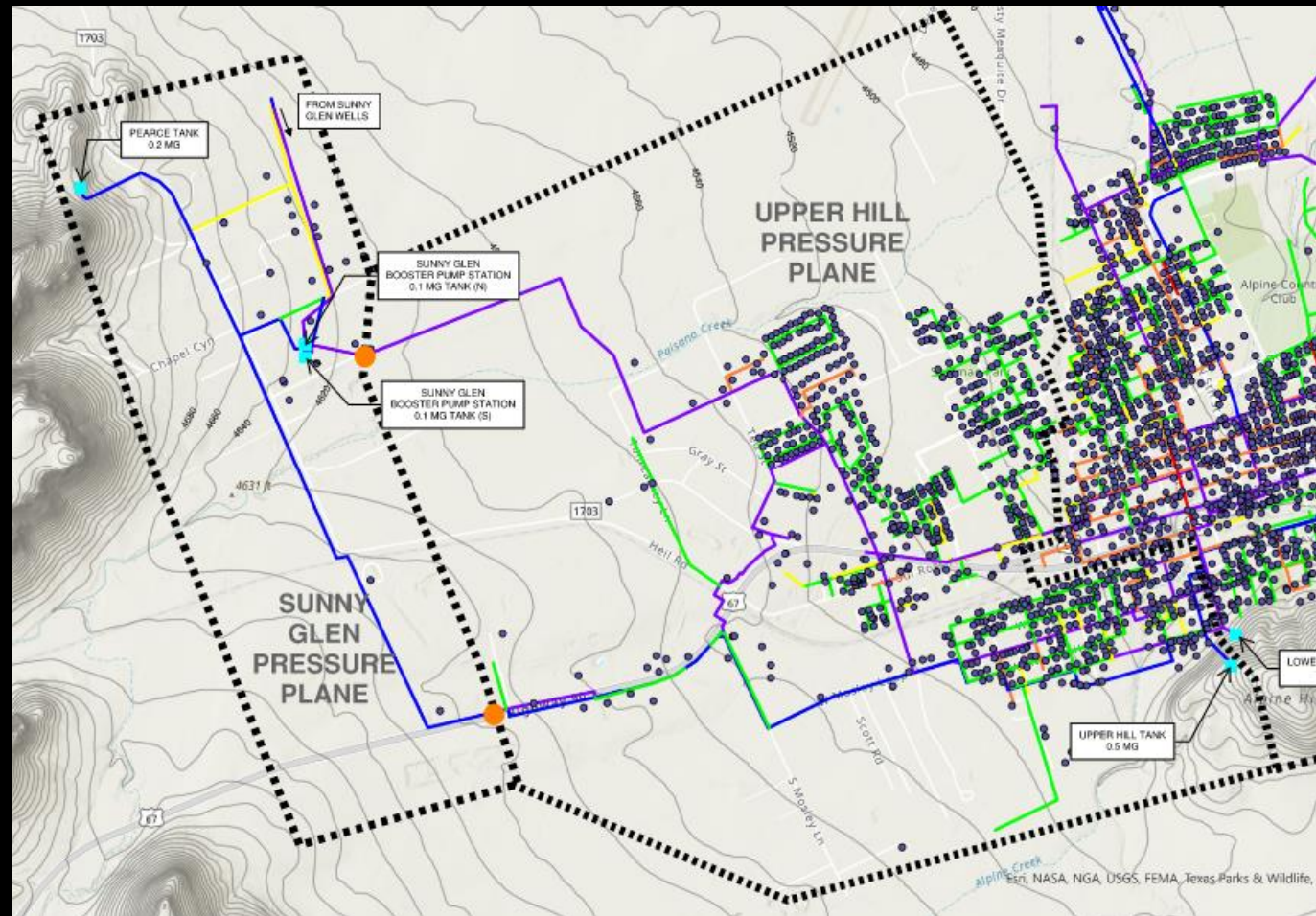
- Recommended to excavate and check/confirm yard piping compared to plans.
- Based on findings, may need to do some piping modifications.
- Putting online would be a great benefit to water system.



# City of Alpine Water Workshop (October 15, 2024)

## Critical Issues – Pearce Tank Operations

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





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**APPENDIX D**  
**REVISED PRESSURE PLANE BOUNDARIES TO**  
**SERVE SKY WAY GARDENS DEVELOPMENT**



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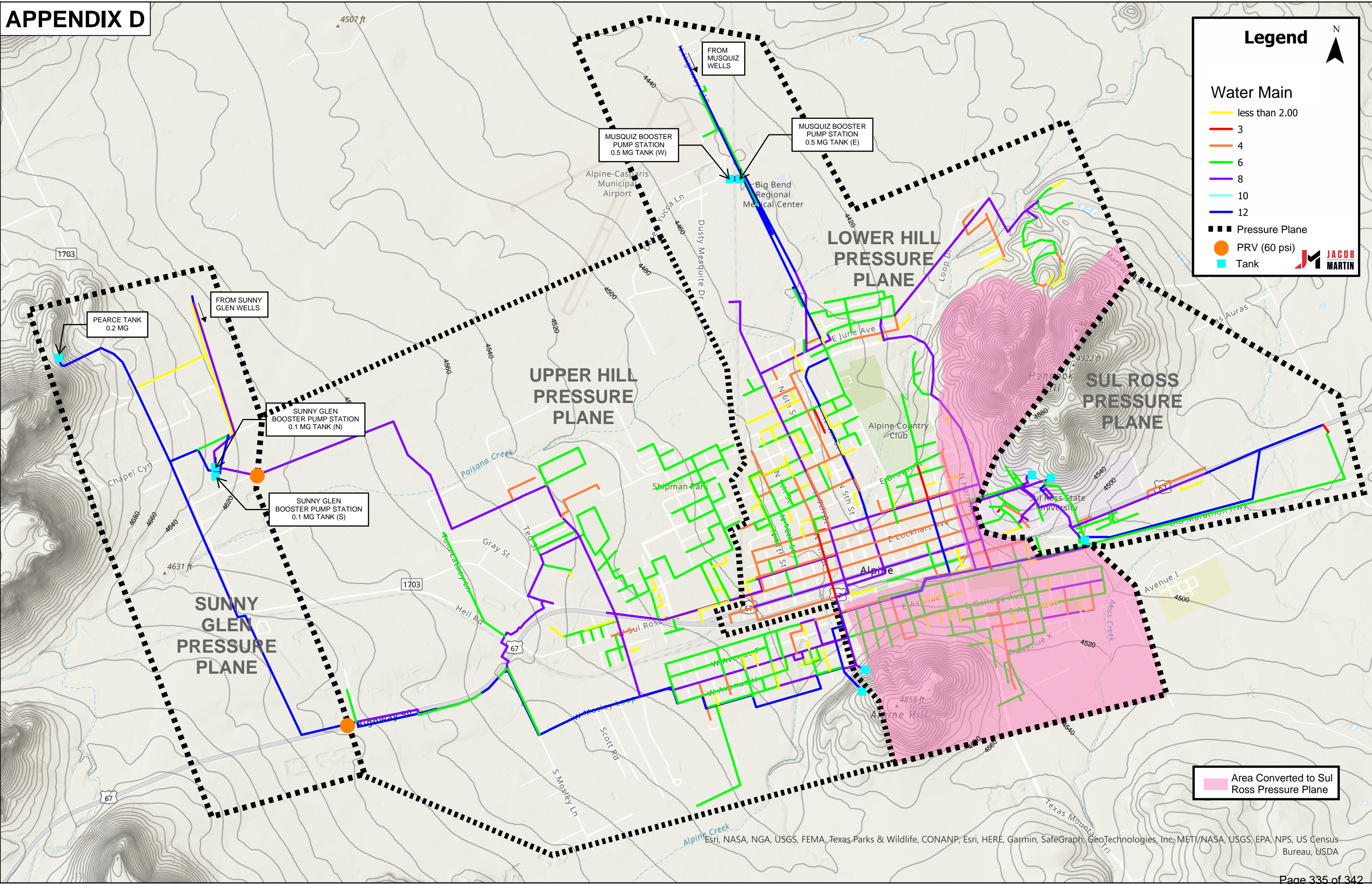
# APPENDIX D

**Legend**

**Water Main**

- less than 2.00
- 3
- 4
- 6
- 8
- 10
- 12

Pressure Plane  
● PRV (60 psi)  
■ Tank

Area Converted to Sul Ross Pressure Plane



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**APPENDIX E**  
**WATER SYSTEM IMPROVEMENTS TO SERVE SKY WAY GARDENS DEVELOPMENT**



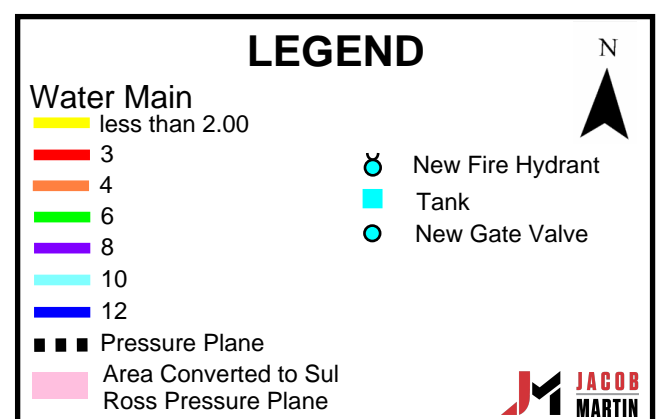
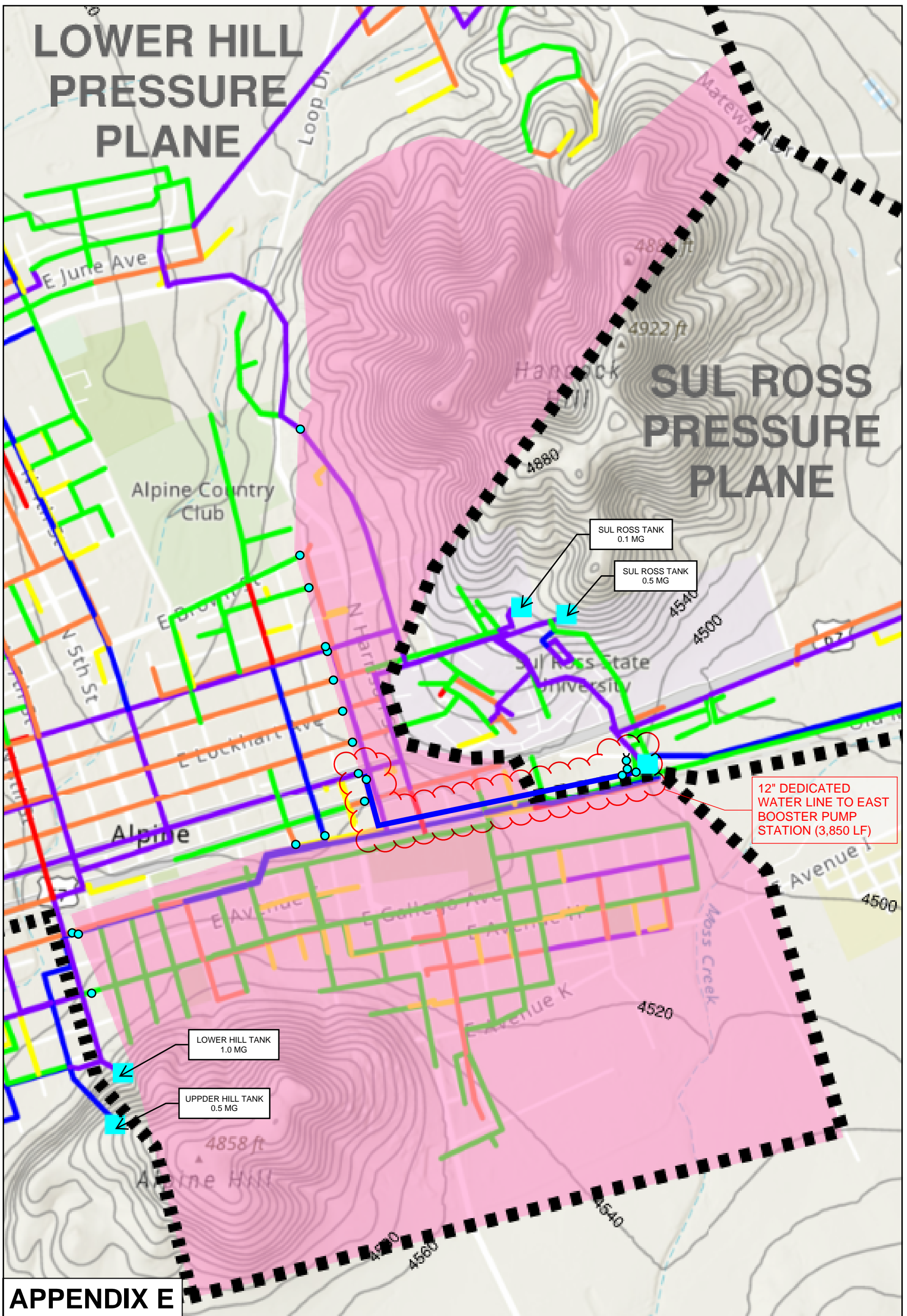
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**APPENDIX F**  
**OPINION OF PROBABLE COST (OPC) TO**  
**SERVE SKY WAY GARDEN DEVELOPMENT**



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**City of Alpine**  
 Sky Way Gardens Development  
 Costs to Convert Service Area to Sul Ross Pressure Plane

**OPINION OF PROBABLE COST**

SEPTEMBER 19, 2025

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
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<b>CONSTRUCTION COSTS</b>					
1	Mobilization, Bonds and Insurance (+/-5%)	1	LS	\$ 9,900.00	\$9,900
2	12" DR18 C900 PVC Water Line (Open Cut)	3,760	LF	\$ 130.00	\$488,800
3	12" DR18 C900 Restrained Join PVC (Bore w/ Casing Paid Separate)	90	LF	\$ 175.00	\$15,750
3	18" Sch. 40 Steel Encasement (Bore)	70	LF	\$ 300.00	\$21,000
4	12" Gate Valve and Box	5	EA	\$ 12,000.00	\$60,000
5	8" Gate Valve and Box	3	EA	\$ 8,000.00	\$24,000
6	6" Gate Valve and Box	4	EA	\$ 6,000.00	\$24,000
7	4" Gate Valve and Box	7	EA	\$ 5,000.00	\$35,000
8	6" Fire Hydrant (New)	1	EA	\$ 10,000.00	\$10,000
9	12" x 8" Water Line Connection	1	EA	\$ 5,000.00	\$5,000
11	Water Metal Detectable Tape	3,850	LF	\$ 1.00	\$3,850
<b>TOTAL ESTIMATED CONSTRUCTION COSTS:</b>					<b>\$697,300</b>

<b>TOTAL BUDGET (INCLUDING CONTINGENCIES):</b>	<b>\$767,000</b>
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<b>NON-CONSTRUCTION COSTS</b>	
Engineering (+/- 8.5%)	\$65,200
Surveying (+/- 2.5%)	\$19,200
Part-Time Resident Project Representative (Inspection) (+/- 4%)	\$30,700
TXDOT Permitting (+/- 1.5%)	\$11,500
<b>TOTAL NON-CONSTRUCTION COSTS:</b>	<b>\$126,600</b>

<b>PROJECT TOTAL BASE BID</b>	<b>\$893,600</b>
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**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 15A

Department: City Council

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Consultation with Attorney § 551.071, Texas Government Code

- i. Review and discuss the Texas Disposal Systems contract terms. (R. Stephens, City Council)
- ii. Discuss pending litigation for Hernandez v. City of Alpine. (G. Calderon, Interim City Manager)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 11/10/2025  
 Final Approval - 11/10/2025

**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 15B

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Deliberation Regarding Real Property § Texas Government Code § 551.072

- i. Discuss the potential purchase of a property downtown to establish a visitor information kiosk. (C. Eaves, Mayor)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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**CITY COUNCIL AGENDA ITEM REPORT**

**November 18, 2025**

Agenda Item No. 15C

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Personnel Matters § 551.074, Texas Government Code / Consultation with Attorney § 551.071, Texas Government Code

- i. Discuss the Chief of Police vacancy and next steps to filling the position. (G. Calderon, Interim City Manager)
- ii. Discuss the City Manager vacancy and next steps to filling the position. (G. Calderon, Interim City Manager)
- iii. Operational, Finance, and Personnel Discussions and Considerations to ensure that the City Council and the City Manager are aligned. (G. Calderon, Interim City Manager)

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**EXECUTIVE SUMMARY**

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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