



CITY OF ALPINE
REGULAR CITY COUNCIL MEETING
December 2, 2025 – 5:30 PM

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

1. **CALL TO ORDER.**

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

2. **PUBLIC COMMENTS.**

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

3. **PUBLIC HEARINGS.**

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

- A. Public Hearing to obtain citizen views and comments regarding the second and final 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.
- B. Public Hearing to obtain citizen's views and comments regarding Special Use Permit 2025-12-01, a special use permit allowing the applicant, Harvey & Kristi Summerlin, to establish a short term rental at 1980 Cabell Dr. The property owner of record is Harvey & Kristi Summerlin. The Parcel ID of the subject property is 10107.

4. **PUBLIC PRESENTATIONS.**

- A. Presentations & Recognitions

- i) Recognition and presentation honoring Chief of Police Darrell Losoya for 31 years of distinguished service to the City of Alpine.
- ii) Administration of the Oath of Office for the next Chief of Police Kirk Caughman, to be administered by the Honorable Judge Elizabeth Lewis.

B. Proclamations

C. Community Interest Items

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

5. **CHANGES TO POSTED AGENDA.**

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

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

6. **TIME SENSITIVE ITEMS.**

7. **CONSENT AGENDA.**

- A. Approval of the November 18, 2025 Regular Meeting Minutes (G. Calderon, Interim City Manager)
- B. Approval of the appointment of Coleman Reidling to the Place 5 position on the Parks and Recreation Board. (R. Stephens, City Council)
- C. Approval of Special Use Permit 2025-12-01, a special use permit allowing the applicant, Harvey & Kristi Summerlin, to establish a short term rental at 1980 Cabell Dr. The property owner of record is Harvey & Kristi Summerlin. The Parcel ID of the subject property is 10107. (G. Calderon, Interim City Manager)
- D. Approval of the October 2025 invoice for Bojorquez Law Firm Services. (G. Calderon, Interim City Manager)

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

9. **REPORTS & PRESENTATIONS.**

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

A. Family Crisis Center of the Big Bend Update. (G. Calderon, Interim City Manager)

B. Alpine Country Club Update. (G. Calderon, Interim City Manager)

10. **INFORMATION OR DISCUSSION ITEMS.**

A. Discussion regarding proposed Ordinance 2026-01-01, an ordinance establishing regulations related to the operation of golf carts, pocket bikes, and mini-motorbikes within the city; Providing the establishment of up to a \$500 penalty per occurrence for violations of the ordinance; Providing for the following: Findings of Fact, Enactment, Repealer, Penalty, Savings, Severability, Proper Notice and Meeting, and Effective Date clauses. (G. Calderon, Interim City Manager)

B. Discuss acceptance of a possible donation for field improvements for Kokernot Little League Baseball field. (G. Calderon, Interim City Manager)

11. **ACTION ITEMS.**

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

A. Approve the second and final 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)

B. Approve ratification of the electricity supply contract with TXU Energy executed by the Interim City Manager pursuant to prior Council authorization. (G. Calderon, Interim City Manager)

12. **EXECUTIVE REPORTS.**

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

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; Boards, Commissions, and Committees.

13. CITY COUNCIL MEMBER COMMENTS.**14. EXECUTIVE SESSION.**

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

A. Personnel Matters § 551.074, Texas Government Code

- i. Conduct interviews for the position of City Manager and discuss next steps in the hiring process. (G. Calderon, Interim City Manager)
- ii. Discuss the status of performance appraisals and pay increases for the department heads. (R. Stephens, City Council)
- 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)

15. ACTION AFTER EXECUTIVE SESSION.

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

16. ADJOURN.**CERTIFICATION**

I, Geoffrey R. Calderon, do hereby certify that this notice was posted at City Hall, in a convenient and readily accessible place to the general public, and on the City website at www.cityofalpine.com pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2:00 P.M. on November 25, 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 25th day of November 2025.**



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



CITY COUNCIL AGENDA ITEM REPORT

December 2, 2025

Agenda Item No. 3A

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



AGENDA ITEM

Public Hearing to obtain citizen veiws and comments regarding the second and final 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.

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

APPROVERS

Alexandra Tackett, Deputy City Secretary

Geoffrey R. Calderon, City Secretary

Approved - 11/20/2025

Final Approval - 11/21/2025

CITY COUNCIL AGENDA ITEM REPORT

December 2, 2025

Agenda Item No. 3B

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



AGENDA ITEM

Public Hearing to obtain citizen's views and comments regarding Special Use Permit 2025-12-01, a special use permit allowing the applicant, Harvey & Kristi Summerlin, to establish a short term rental at 1980 Cabell Dr. The property owner of record is Harvey & Kristi Summerlin. The Parcel ID of the subject property is 10107.

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

APPROVERS

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

Approved - 11/20/2025
Final Approval - 11/21/2025

CITY COUNCIL AGENDA ITEM REPORT

December 2, 2025

Agenda Item No. 4Ai

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



AGENDA ITEM

Recognition and presentation honoring Chief of Police Darrell Losoya for 31 years of distinguished service to the City of Alpine.

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

APPROVERS

Alexandra Tackett, Deputy City Secretary

Geoffrey R. Calderon, City Secretary

CITY COUNCIL AGENDA ITEM REPORT

December 2, 2025

Agenda Item No. 4Aii

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



AGENDA ITEM

Administration of the Oath of Office for the next Chief of Police Kirk Caughman, to be administered by the Honorable Judge Elizabeth Lewis.

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

APPROVERS

Alexandra Tackett, Deputy City Secretary

Geoffrey R. Calderon, City Secretary

CITY COUNCIL AGENDA ITEM REPORT

December 2, 2025

Agenda Item No. 7A

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approval of the November 18, 2025 Regular Meeting Minutes (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. 11-18-25 Workshop & Regular City Council Minutes

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 - 11/21/2025
Final Approval - 11/21/2025

City Of Alpine
REGULAR CITY COUNCIL MEETING
Tuesday, November 18, 2025 – 4:00 PM
Minutes

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

Mayor Pro Tem Rick Stephens called the meeting to order at 4:00 P.M. The meeting was held at City Council Chambers located at 803 West Holland Avenue and via Zoom Videoconference in the City of Alpine, Texas.

City Council Members Present:

Councilor Lucy Escovedo - *Arrived Late*
Councilor Rick Stephens
Mayor Catherine Eaves - *Arrived Late*
Councilor Eva Martinez
Councilor Richard Portillo
Councilor Robert Rückes

City Staff and Stakeholders Present:

Geoffrey R. Calderon, City Secretary
Victoria Sanchez, Director of Finance
Mike Maciaz, Director of Utilities
Carmen Rodriguez, Cust. Ser. Supervisor
Jennifer Stewart, Animal Services Sup.

Not Present: None.

Others Present: None.

- 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.

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

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

City Council Members Present:

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

City Staff and Stakeholders Present:

Geoffrey R. Calderon, City Secretary
& Interim City Manager
Cynthia Trevino, City Attorney
Darrell Losoya, Chief of Police
Abel Hinojos, Airport Supervisor
Eddie Molinar, Public Works Director

Adriana Holguin, P. W. Adm. Assistant
Jessica Isley, Building Official
Victoria Sanchez, Finance Director
Alexandra Tackett, Deputy City Secretary

Not Present: None

Others Present: 12 other.

Mayor Eaves announced that a quorum of the City Council was present at the City Council Chambers and Deputy City Secretary, Alexandra Tackett, reported that the meeting agenda was posted by 2:00 P.M. on November 12, 2025.

3. **PUBLIC COMMENTS.**

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

None.

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 (5:31 P.M.)

- 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.

Public Comments: None.

- 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.

Public Comments: None.

- 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.

Public Comments: None.

- 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.

Public Comments: None.

- 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.

Public Comments: None.

- 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.

Public Comments: None.

Close (5:35 P.M.)

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.

No items were continued or withdrawn.

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

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

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

No action items were added to the Consent Agenda.

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

Interim City Manager, Geoffrey R. Calderon, requested that Action Item I be considered during the Time-Sensitive Items portion of the meeting.

7. **TIME SENSITIVE ITEMS.**

Action Item 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)

RESOLUTION 2025-11-23: On a motion by Councilor Robert Rückes and seconded by Councilor Richard Portillo to approve, the City Council unanimously adopted the motion.

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)

RESOLUTION 2025-11-24: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve the consent agenda as presented, 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. 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)

Mayor Eaves called for a short recess (6:45 P.M.)

The meeting resumed (6:51 P.M.)

12. **ACTION ITEMS.**

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

- A. Approve the second and final reading of Ordinance 2025-11-01, 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)

RESOLUTION 2025-11-25: On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to approve the second and final reading of Ordinance 2025-11-01 as presented, the City Council unanimously adopted the motion.

- 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)

RESOLUTION 2025-11-26: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve Ordinance 2025-11-02 as presented, the City Council unanimously adopted the motion.

- 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)

RESOLUTION 2025-11-27: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve Ordinance 2025-11-03 as presented, the City Council unanimously adopted the motion.

- 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)

RESOLUTION 2025-11-28: On a motion by Councilor Rick Stephens and seconded by Councilor Lucy Escovedo to approve Ordinance 2025-11-04 as presented, discussion ensued.

RESOLUTION 2025-11-28A: Councilor Rick Stephens proposed to amend the motion that the ordinance be amended to have a zero additional appropriation as provided in the additional exhibit included in the City Council supplemental folder. The motion was seconded by Councilor Robert Rückes. The City Council adopted the amendment unanimously and then subsequently adopted the original motion as amended.

- 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)

RESOLUTION 2025-11-29: On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to approve Ordinance 2025-11-05 as presented, the City Council unanimously adopted the motion.

- 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)

RESOLUTION 2025-11-30: On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to approve Ordinance 2025-12-01 as presented, the City Council unanimously adopted the motion.

- 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)

RESOLUTION 2025-11-31: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve Resolution 2025-11-21 as presented, the City Council unanimously adopted the motion.

- 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)

RESOLUTION 2025-11-32: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve Resolution 2025-11-22 as presented, the City Council unanimously adopted the motion.

- 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.**

RESOLUTION 2025-11-33: On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to move into executive session, the City Council unanimously adopted the motion **(7:15 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 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.**

RESOLUTION 2025-11-34: On a motion by Councilor Rick Stephens and seconded by Councilor Richard Portillo to move into regular session, the City Council unanimously adopted the motion. **(8:55 P.M.)**

RESOLUTION 2025-11-35: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to extend the meeting past 9:00 P.M., the City Council unanimously adopted the motion.

RESOLUTION 2025-11-36: 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. **(8:55 P.M.)**

RESOLUTION 2025-11-37: 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. **(10:01 P.M.)**

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

RESOLUTION 2025-11-38: On a motion by Councilor Rick Stephens and seconded by Councilor Robert Rückes to approve the City Manager's recommendation to hire Kirk Caughman as the next Chief of Police, the City Council voted in the following manner:

Councilor Richard Portillo: For
Councilor Eva Martinez: Against
Councilor Robert Rückes: For
Councilor Lucy Escovedo: For
Councilor Rick Stephens: For

17. **ADJOURN.**

There being no further business, the meeting was adjourned by Mayor Eaves (10:02 P.M.)

APPROVED:

Catherine Eaves, Mayor

ATTEST:

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

CERTIFICATION

I, Geoffrey R. Calderon, do hereby certify that this notice was posted at City Hall, in a convenient and readily accessible place to the general public, and on the City website at www.cityofalpine.com pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2:00 P.M. on 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

December 2, 2025

Agenda Item No. 7B

Department: City Council

Sponsor: Rick Stephens, Councilor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approval of the appointment of Coleman Reidling to the Place 5 position on the Parks and Recreation Board. (R. Stephens, City Council)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. C. Reidling_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 - 11/21/2025
Final Approval - 11/21/2025

ADMINISTRATION: BOARDS & COMMISSION APPLICATION

[Print](#)[Del](#)

Submitted by: Coleman Reidling

Submitted On: 2025-10-15 15:37:04

Submission IP: 146.75.164.0 (172.31.78.134)

proxy IP (raw IP)

Status: Open

Priority: Normal

Assigned To: Geo Calderon

Due Date: Open



CITY OF ALPINE ADVISORY BOARDS & COMMISSIONS QUESTIONNAIRE

Qualities that make a great board member:

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

What the City should provide to board members:

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

Board Chairperson:

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

* First Name

Coleman

* Last Name

Reidling

* Street Address

507 E Hendryx Ave

* City

Alpine

* State

TX

* Zip code

79830

* Email Address

* Phone

* Occupation

Pastor

* Are you a resident of Alpine, Texas?

☒ Yes

☐ No

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

3 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 Board

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

My name is Coleman Reidling. Originally from Plano, I earned the rank of Eagle Scout in 2013, a Bachelor’s of Arts in history from MSU Texas in 2017 and a Master’s of Divinity from Baylor’s Truett Seminary in 2020. I have been a senior pastor and preacher for several years. Odd jobs I’ve held over the years include ranch hand, bike mechanic, and manager of the Baylor Marina on the Brazos. I’m an outdoor enthusiast, daily city parks user, and an Alpine resident since 2022. I understand how to persevere to accomplish a vision and work how with the processes in place to achieve a greater good together. I am a relational leader who enjoys people. I believe that Alpine has been entrusted with great parks that have potential to serve future generations well.

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

I wish to serve on the Parks Board because I believe in Alpine’s parks. I have seen the good city parks do for citizens and tourists of all ages. My unique skill set as a pastor and leader, as well as my lay knowledge of the outdoors, recreation, and land management might make me a helpful member of a diverse board.

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

☐ Yes

☒ No

If yes, in what capacity?

How long?

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

☐ Yes

☒ No

If yes, please explain:

Upload a File (Optional)

Choose File

No file chosen

Upload a File (Optional)

Choose File

No file chosen

Upload a File (Optional)

Choose File

No file chosen

Upload a File (Optional)

Choose File

No file chosen

. . .

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

* Electronic signature

Coleman Lewis Reidling

Please type full name

* Date

03/16/1995

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

December 2, 2025

Agenda Item No. 7C

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

Approval of Special Use Permit 2025-12-01, a special use permit allowing the applicant, Harvey & Kristi Summerlin, to establish a short term rental at 1980 Cabell Dr. The property owner of record is Harvey & Kristi Summerlin. The Parcel ID of the subject property is 10107. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. STR 2025-12-01 Cactus Rose - 1980 Cabell Dr_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 - 11/20/2025
Final Approval - 11/21/2025



SHORT-TERM RENTAL PERMIT APPLICATION

STR-CUP Application Fee is \$350.00 per property (non-refundable)

Please complete one application per unit

☒ New Application / ☐ Change in Application
☐ Existing Structure / ☐ New Construction

STR Type: ☐ Owner Occupied ☐ Single Unit Non-Owner-Occupied ☒ Multi-Unit Non-Owner Occupied

SECTION 1: PROPERTY INFORMATION

Property Name (Trade Name) CACTUS ROSE	Street Number 1980	Street Name CABELL DR
---	-----------------------	--------------------------

LEGAL DESCRIPTION (must provide copy of survey or describe meets and bounds on 8 1/2 x 11 sheet)

Addition ALPINE COUNTRY CLUB ESTATES PHASE: I	Block	Lot LOT: 226	
Present zoning district R	Square footage of property 2160	Size of property lot 1.074 ACRES	Total Number of Units in Building 2

SECTION 2: PROPERTY OWNER INFORMATION - Complete at least one of section A or B

A. Individual Ownership

Owner First Name HARVEY N & KRISTI L	Owner Last Name SUMMERLIN	Primary Telephone Number
Mailing Address 969 COUNTY RD 5710, DEVINE, TX 78016	Email Address	

B. Corporate Ownership

Ownership Form:
☐ Partnership ☐ Corporation ☐ LLC ☐ Kiosk ☐ Other (Please Explain)

Business Name

Contact First Name	Contact Last Name	Primary Telephone Number
Mailing Address (cannot be P.O. Box)		Email Address

SECTION 3: PROPERTY MANAGER /DESIGNATED OPERATOR'S INFORMATION

First Name APRIL	Last Name MCANALLY	Primary Telephone Number
Physical Address (must be located within 30 minutes of STR property) 115 N 6TH ST, ALPINE, TEXAS 79830		Email Address

STAFF USE ONLY

SUP number	Finance Account Number	Permit Number 25-008206
------------	------------------------	----------------------------



PAID
2163

1 NHT
25-008206

CITY OF ALPINE STR LOCAL REPRESENTATIVE CERTIFICATION

☒ New ☐ Change

24-hour Representative: The short-term rental owner and designated representative's name, physical address, email address and phone number must be provided to the City upon permit application and annual renewal. The information shall be kept current at all times. The owner or representative shall be available by phone (24 hours a day, seven days a week) to ensure a response to complaints regarding emergencies and the condition, operation, or conduct of the occupants. A 24-hour representative must be able to physically respond to the short-term rental site within 30 minutes, and if requested they must respond. **If there is a change in the designated representative the property owner must immediately submit to the City the name and contact information of the new representative.**

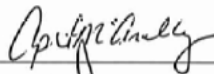
Property Owner First Name HARVEY N	Property Owner Last Name SUMMERLIN
Short-term Rental Address 1980 CABELL DR, ALPINE, TEXAS 79830	

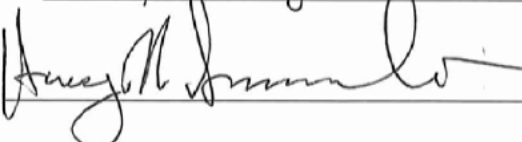
LOCAL REPRESENTATIVE:		
First Name APRIL	Last Name MCANALLY	Primary Telephone Number
Physical Address (cannot be P.O. Box) 115 N 6TH ST, ALPINE, TEXAS 79830		
Mailing Address PO BOX 1235, ALPINE, TX 79831		Email Address

Local Representative Responsibilities:

- The owner or representative shall be available by phone (24 hours a day, seven days a week) to ensure a response to complaints regarding emergencies and the condition, operation, or conduct of the occupants.
- A 24-hour representative must be able to physically respond to the short-term rental site within 30 minutes.
- If there is change in the designated representative the property owner must submit to the City the name and contact information of the new representative.
- Neighbor Notice: The City shall provide an initial mailing or email to neighbors within a 200-foot radius of the short-term rental property address. The notice shall contain the owner and representative contact information, a parking plan, and the city website address where the information is also posted. The neighbors and the city shall be immediately informed whenever there is a change in contact information.

By signing below, the local representative acknowledges that he/she has read, fully understands and agrees to comply with the responsibilities outlined above. **Please provide a copy of Driver's License if different from STR property owner.**

Local Representative Signature:  Date: 10/03/2025

Property Owner's Signature:  Date: 9-3-25

ACKNOWLEDGEMENTS

All STR-SUP applications are assumed to be complete when filed and will be placed on the agenda for public hearing at the discretion of the staff. Based on the size of the agenda, your application may be scheduled to a later date.

At least ten (10) before the public hearing for a Short-Term Rental/ Special Use Permit (STR-CUP) application, the city will send written notice to all property owners within 200 feet of the STR to inform them of the use of the STR-CUP application. The notice will provide the applicant's 24-hour contact information and information about STR regulations.

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

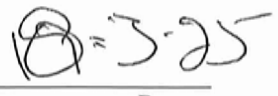
Any changes to a site plan (no matter how minor or major) approved with a STR-SUP can only be approved by city council through the public hearing process.

All short-term rentals are subject to fire inspections before issuance of a STR-SUP permit. The inspections will include compliance with the 2018 International Fire Code, 2015 International Residential Code, 2015 International Building Code and all applicable City of Alpine Code of Ordinances.

After a STR-SUP is approved, all short-term rentals must register with the city annually. There is a \$100 annual registration fee.

All short-term rentals are required to pay a hotel occupancy monthly or quarterly to the City of Alpine. Failure to register and pay for HOT taxes is grounds for revocation of a STR-SUP.

I have read and understand all of the requirements as set forth by the application for a Short-Term Rental Special Use Permit and acknowledge that all requirements of this application have been met at the time of submittal. I further acknowledge that the Short-Term Rental that I own is subject to all provisions of the orders and ordinances of Alpine, and all of the provisions of the codes, statutes, and rules adopted under the codes and statutes of the State of Texas regarding Short-Term Rental establishments. I acknowledge that as a Short-Term Rental owner I am responsible for the payment of Hotel Occupancy Taxes amounting to 7% per stay. I understand that payment of Hotel Occupancy Taxes is payable to the City of Alpine.


Applicant's Signature
Printed Name
Date

STR HOMEOWNER'S ASSOCIATION DECLARATION

I DECLARE the homeowner's association for which this property belongs allows transient rental /short-term rental dwellings.

Address

Managing HOA Representative Signature

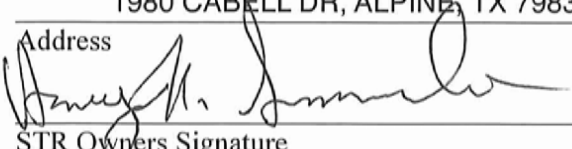
Date

Or:

I DECLARE there is no Homeowners Association requirement for this property.

1980 CABELL DR, ALPINE, TX 79830

Address



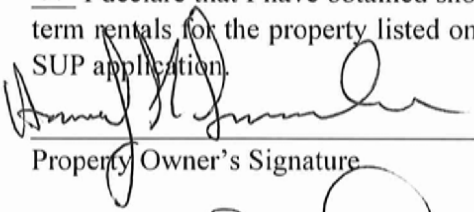
STR Owners Signature

10-3-25

Date

STR PROOF OF PROPERTY INSURANCE

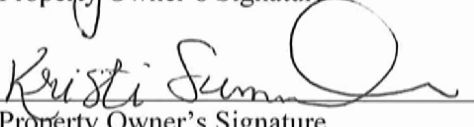
☒ I declare that I have obtained short-term rental insurance or an insurance policy that specifically states it includes short-term rentals for the property listed on my STR-SUP application. I have attached proof of this insurance policy to my STR-SUP application.



Property Owner's Signature

10-3-25

Date



Property Owner's Signature

10-3-25

Date

Or:

☐ I declare that I do not have specific short-term rental coverage on the property listed in my STR-SUP application. I understand that my homeowners or landlord insurance may not adequately cover my short-term rental.

Property Owner's Signature

Date

Property Owner's Signature

Date



GERMANIA FARM MUTUAL

DECLARATIONS PAGE



CADS Group Inc
DBA Alexander Insurance Agency
PO Box 549
DEVINE, TX 78016

INSURED:

Harvey N Summerlin
696 County Road 5710
Devine, TX 78016

POLICY NUMBER**POLICY PERIOD 12:01AM STANDARD TIME**

10/01/2025 TO 10/01/2026

GERMANIA FARM MUTUAL INSURANCE ASSOCIATION
PO BOX 645
BRENNHAM TX 77834-0645

AGENT: 0588 PH: (830) 663-2842
CADS Group Inc
DBA Alexander Insurance Agency
PO Box 549
DEVINE TX 78016

Policy Premium	\$4,558.00
Total Fees	\$0.00
Total Policy Premium	\$4,558.00

THIS IS NOT A BILL. Invoices are mailed separately.**COVERAGE A (DWELLING)**

UNIT	OCCUPANCY	BRIEF DESCRIPTION	DEDUCTIBLE	ENDORSEMENT	LIMIT OF LIABILITY	PREMIUM
1	Owner	Year Of Construction 1997, Frame with Stucco Single Family 1 Story, 2250 LA, 600 SF Garage 2008 Metal/Tin		GFM 603 GFM 710 GFM 810 GFM DED GFM DRC	\$548,000.00	\$3,533.00
1		Roof Replacement Cost Coverage		GFM RCV		\$240.00
1		Partial Cosmetic Damage Coverage		GFM 146		\$977.00
1		Extended Replacement Cost (25% of Coverage A)		GFM ERC	\$137,000.00	\$140.00
1		Equipment Breakdown Coverage	\$1,000.00	GFM EB1	\$100,000.00	\$75.00
1		Home-Sharing Coverage		GFM 710		\$35.00
1		Home-sharing Activities - Theft of Landlord Furnishings Coverage			\$2,500.00	Included
1		Guest Personal Property			\$1,000.00	Included
1		Other Structures Total Liability Limit			\$54,800.00	
		DEDUCTIBLE CLAUSE 1 WIND AND HAIL	\$10,960.00			
		DEDUCTIBLE CLAUSE 2 OTHER INSURED PERILS	\$5,480.00			
		DEDUCTIBLE CLAUSE 3 NAMED STORM	\$10,960.00			

COVERAGE B (UNSCHEDULED PERSONAL PROPERTY) - UNLESS NOTED DED 1 OR 2 APPLY

UNIT	OCCUPANCY	BRIEF DESCRIPTION	DEDUCTIBLE	ENDORSEMENT	LIMIT OF LIABILITY	PREMIUM
1	Owner	Unscheduled Personal Property - Standard		GFM 365 GFM 603 GFM146	\$328,800.00	
		DEDUCTIBLE CLAUSE 1 WIND AND HAIL	\$10,960.00			
		DEDUCTIBLE CLAUSE 2 OTHER INSURED PERILS	\$5,480.00			
		DEDUCTIBLE CLAUSE 3 NAMED STORM	\$10,960.00			

OTHER COVERAGES / DISCOUNTS

UNIT	OCCUPANCY	BRIEF DESCRIPTION	DEDUCTIBLE	ENDORSEMENT	LIMIT OF LIABILITY	PREMIUM
1	Owner	Claims Free Discount				-\$146.00
1	Owner	Welcome Discount				-\$191.00
1	Owner	Affinity Group Discount				-\$105.00

PROPERTY LOCATION

1980 Cabell Dr, Alpine, TX-79830-8504, Brewster County
Territory 15C

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this policy and made part of this policy at time of issue:
GFM900, GFMAMD

DATE OF ISSUE 09/24/2025

OTHER COVERAGES, LIMITS, CONDITIONS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY.

GENERAL RELEASE OF LIABILITY

I, HARVEY N SUMMERLIN, of 1980 CABELL DR,
Short-Term Rental Operator Street Address
ALPINE, TX, 79830 (Hereinafter the "Releasor") have agreed to this General
City State Zip
Release of Liability ("Agreement") for no payment or consideration.

THEREFORE under the terms of this Agreement and sufficiency of which is hereby acknowledged, do hereby release and forever discharge City of Alpine, of 100 N. 13th Street, Alpine, Texas, 79830 (Hereinafter the "Releasee") including their agents, employees, successors, and assigns, personal representatives, affiliates successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims demands, damages. Actions, causes of action or suits of any kind or nature whatsoever, which I now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages that may develop in the future, as a result or in any way relating to **the undersigned's decision, as a Short-Term Rental Operator in Alpine, Texas to operate a Short-Term Rental.**

It is understood and agreed that this Agreement is made and received in full and complete settlement and satisfaction the causes of action, claims, and demands mentioned herein; that this Release contains the entire Agreement between the parties; and that the terms of this Agreement are contractual and not merely a recital. Furthermore, this Release shall be binding upon the undersigned, and his respective heirs, executors, administrators, personal representatives, successors, and assigns. This release shall be subject to and governed by the laws of the State of Texas.

This Release has been read and fully understood by the undersigned and has been explained to me.

EXECUTED this 3rd day of October, 20 25.

Releasor's Signature: 

Releasor's Printed Name: Harvey N. Summerlin

SIGNATURE TO AUTHORIZE FILING OF A STR-SUP

Submit an additional signature page if necessary.

Kristi Summerlin

Print Applicant Name

Kristi Summerlin

Applicant signature

The State Of Texas

County Of medina

Before Me Robin Sultenfuss

Notary

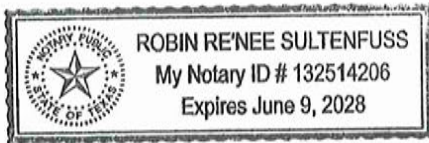
on this day personally appeared Kristi Summerlin

Applicant

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

Seal

Given under my hand and seal of the office this 29 day of September, A.D. 2025



Robin Sultenfuss

Notary in and for the State of Texas

Harvey N. Summerlin

Print Applicant Name

Harvey N. Summerlin

Applicant signature

The State Of Texas

County Of medina

Before Me Robin Sultenfuss

Notary

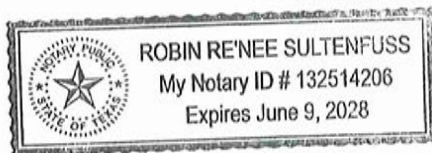
on this day personally appeared Harvey Summerlin

Applicant

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

Seal

Given under my hand and seal of the office this 29 day of September, A.D. 2025



Robin Sultenfuss

Notary in and for the State of Texas

SHORT TERM RENTAL INSPECTION CHECKLIST

Initial inspection: At the time of the 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, International Fire Code, Property Management Code and City of Alpine Short term Rental ordinance, related to potential safety issues and to establish maximum occupancy, including but not limited to an approve means of egress from every bedroom. A follow up inspection is included in the initial fee. Any further inspections will cost \$35.00 each.

An inspection won't occur until all required application documents and permit fee have been received by the City.

To request an inspection please call Building Services, 432.837.3281.

General requirements:

- House numbers installed and clearly visible from street.
- Smoke alarms installed in all sleeping rooms.
- Carbon monoxide detectors as required by fire code.
- Fire extinguisher or sprinkler system.

Sanitation:

- All plumbing fixtures connected to sanitary sewer with approved P-traps.
- All plumbing fixtures connected to approved water supply Hot and 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 safe and sanitary conditions

Safety:

- Basement and all sleeping rooms are provided with windows designed to meet egress standards or exterior doors.
- All stairs, decks and balconies over 30 inches in height are provided with approved guardrails.
- Requirements of the IBC and 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.

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 a safe manner.
- Dwelling is equipped with heating facilities in operating condition.
- All solid fuel burning appliances are installed per applicable codes maintained in safe working conditions.
- Dwelling has proper ventilation in all rooms and areas where fuel. All fuel burning appliances are installed.

Structural:

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

I acknowledge the Short-term inspection checklist requirements.


Applicant's Signature


Printed Name

10-5-25
Date



September 15, 2025

City of Alpine
100 N. 13th St., Alpine, TX 79830

Dear Geo Calderon and the Alpine City Council,

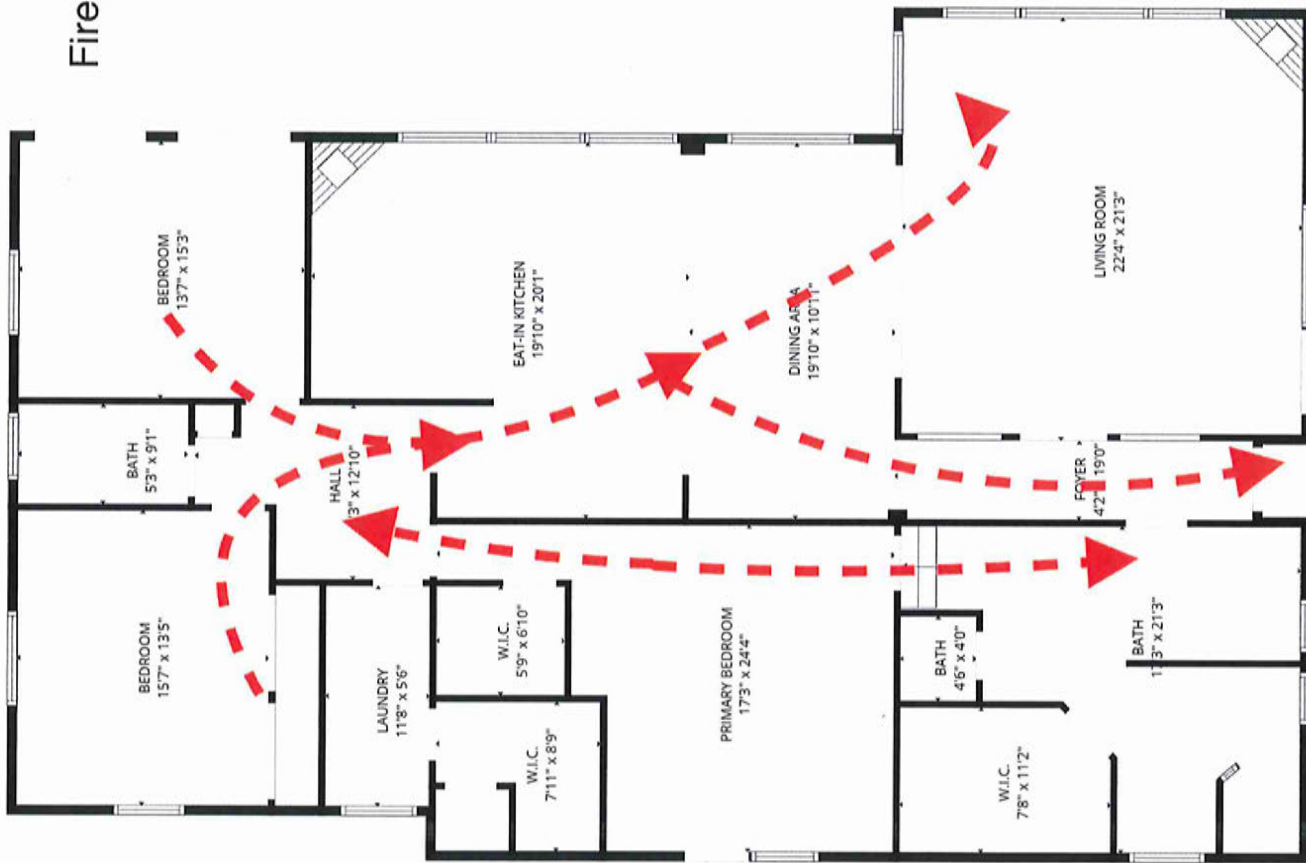
We are proposing that use of The Lovie House located at 1980 Cabell Dr and the casita in the back as a short-rental property. This is a three-bedroom home with a small guest house in the back. The guest house is only added on if the guests of the main home need more room, it is not rented as a stand-alone rental. There is ample off-street parking at this home. No harm will be caused to the value of the property or to other property in the neighborhood due to the use as a short-term rental.

Cactus Rose will be managed by Bienvenido Big Bend which is a local professional management company that has a good relationship with the city and remits hotel occupancy taxes on all properties. Bienvenido Big Bend is excited to manage this property for this owner. I am dedicated to representing this property, as well as, the City of Alpine as a positive and welcoming vacation destination to visitors while striving to reduce any inconvenience to residential neighbors.

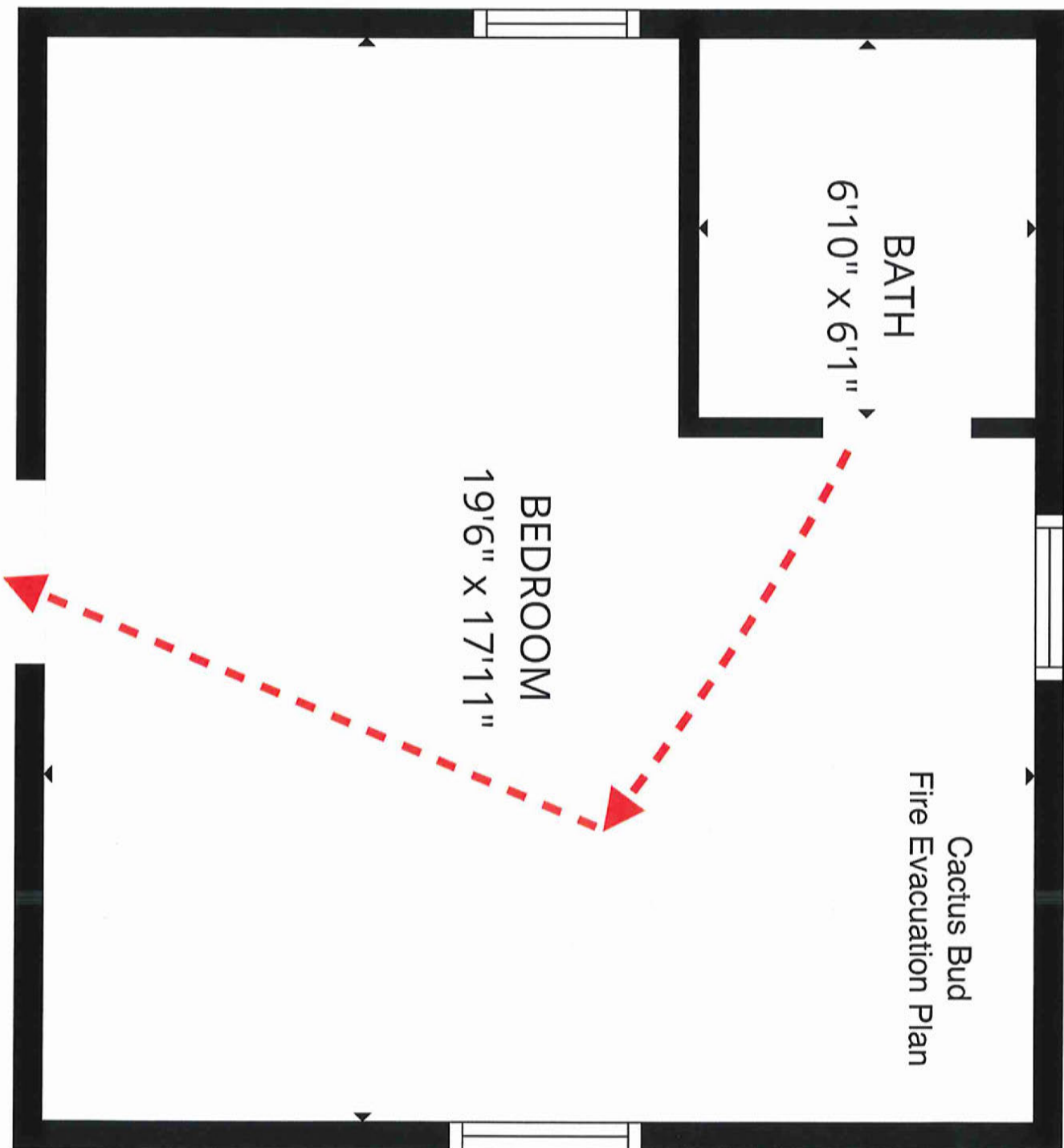
Sincerely,

April McAnally
Owner
Bienvenido Big Bend

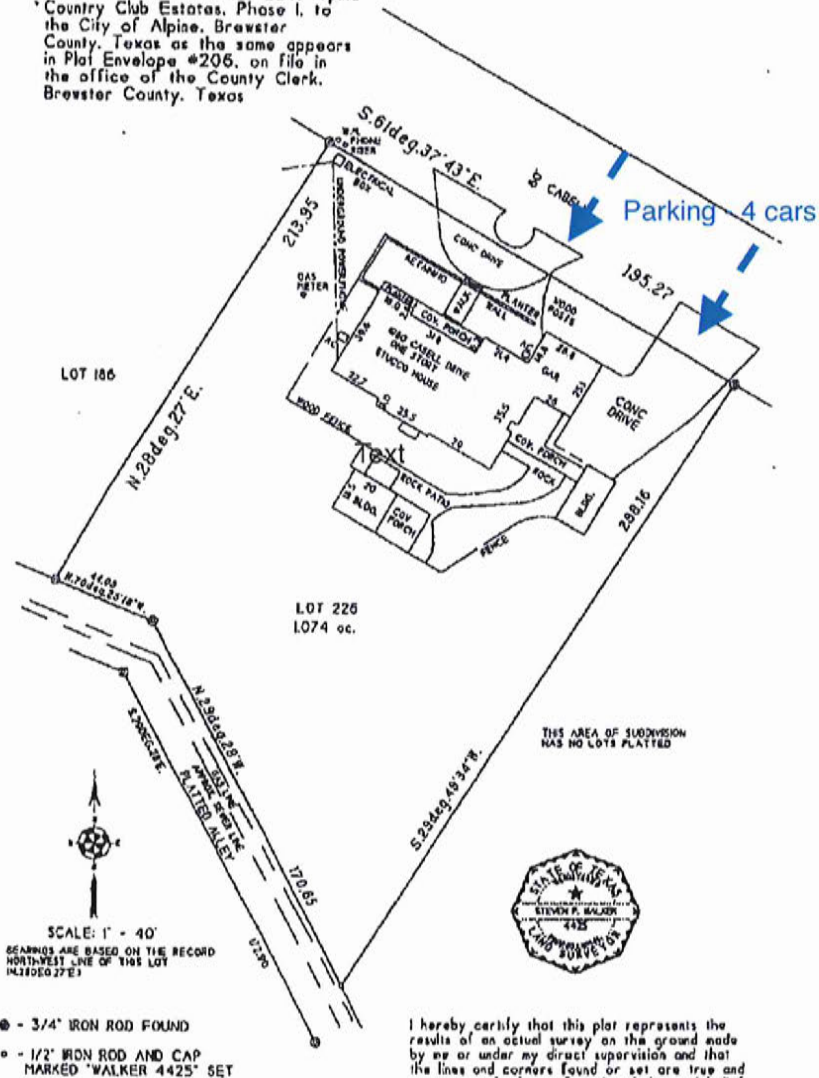
Cactus Rose Fire Evacuation Plan



FLOOR PLAN CREATED BY CUBICASA APP. MEASUREMENTS DEEMED HIGHLY RELIABLE BUT NOT GUARANTEED.



PLAT of a survey of all of a 1.074 acre tract known as Lot 226, Alpine Country Club Estates, Phase I, to the City of Alpine, Brewster County, Texas as the same appears in Plat Envelope #206, on file in the office of the County Clerk, Brewster County, Texas



- - 3/4" IRON ROD FOUND
- - 1/2" IRON ROD AND CAP MARKED 'WALKER 4425' SET

ACCORDING TO THE FIRM MAP, COMUNITY-PANEL NUMBER 480085 0001 & DATED NOVEMBER 18, 1990, THIS LOT IS IN ZONE X, AREAS OUTSIDE THE 500 YEAR FLOODPLAIN

I hereby certify that this plat represents the results of an actual survey on the ground made by me or under my direct supervision and that the lines and corners found or set are true and correct to the best of my knowledge and belief.

Steven F. Walker
 Steven F. Walker
 Registered Professional Land Surveyor #4425
 Date: May 9, 2013

EXHIBIT A

BREWSTER COUNTY Sarah Vasquez Brewster County Clerk P.O. Drawer 119 Alpine, TX, 79831 Phone: 432-837-3366	DOCUMENT #: 118162 RECORDED DATE: 10/10/2023 03:11:26 PM 
OFFICIAL RECORDING COVER PAGE	
Document Type: DEED OF TRUST Transaction Reference: Document Reference:	Transaction #: 89699 - 3 Doc(s) Document Page Count: 5 Operator Id: kmunoz
RETURN TO: ()	SUBMITTED BY: BIG BEND TITLE , TX
DOCUMENT # : 118162 RECORDED DATE: 10/10/2023 03:11:26 PM I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Brewster County.   Sarah Vasquez Brewster County Clerk	

PLEASE DO NOT DETACH
 THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.
***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

DEED OF TRUST

Date: October 6, 2023

Grantor: HARVEY NEWELL SUMMERLIN JR. and KRISTI LYNN SUMMERLIN

Grantor's Mailing Address: 969 County Road 5710
Devine, TX 78016-4593
Medina County, Texas

Trustee: JOSEPH P. JAMES

Trustee's mailing Address: P.O. Box 2013
Fort Davis, TX 79734
Jeff Davis County, Texas

Beneficiary: GUADALUPE GONZALES and SHELBY D. GONZALES

Beneficiary's Mailing Address: 4606 105th St
Lubbock, TX 79424-5831
Lubbock County, Texas

Note

Date: October 6, 2023

Principal Amount: ONE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$170,000.00)

Maker: HARVEY NEWELL SUMMERLIN JR. and KRISTI LYNN SUMMERLIN

Payee: GUADALUPE GONZALES and SHELBY D. GONZALES

Maturity Date: October 6, 2033

Property (including any improvements):

All of that 1.074 acre tract of land, more or less, known as Lot 226, ALPINE COUNTRY CLUB ESTATES, PHASE I, a subdivision located in Brewster County, Texas, as the same appears in Envelope No. 206, on file in the Office of the County Clerk of Brewster County, Texas. Said Lot 226 more particularly described in a Plat of the survey attached hereto as Exhibit "A", dated July 18, 2005, prepared by Steven F. Walker, R.P.L.S. #4425, which Exhibit is made a part of this instrument by reference and incorporated herein for all purposes.

Prior Lien(s) (including recording information):

None

Other Exceptions to Conveyance and Warranty:

The lien of this Deed of Trust; a vendor's lien retained in a Deed to Grantor of even date; encumbrances of record; and taxes for 2023.

A. Granting Clause

For value received and to secure payment of the Note, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Note and all other amounts secured by this Deed of Trust, this Deed of Trust will have no further effect, and Lender will release it at Grantor's expense.

B. Grantor's Obligations

- B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Beneficiary reasonably requires ("*Required Insurance Coverages*"), issued by insurers and written on policy forms acceptable to Beneficiary, and as to property loss, that are payable to Beneficiary under policies containing standard mortgagee clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Beneficiary before execution of this Deed of Trust and again at least ten days before the expiration of the Required Insurance Coverages.
- B.2. Grantor agrees to—
- keep the Property in good repair and condition;
 - pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Beneficiary, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
 - defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this Deed of Trust;
 - obey all laws, ordinances, and restrictive covenants applicable to the Property;
 - keep any buildings occupied as required by the Required Insurance Coverages;
 - if the lien of this Deed of Trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
 - notify Beneficiary of any change of address.

C. Beneficiary's Rights

- C.1. Beneficiary or Beneficiary's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.
- C.2. If the proceeds of the Note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all the rights and liens of the holders of any debt so paid.
- C.3. Beneficiary may apply any proceeds received under the property insurance policies covering the Property either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Beneficiary reasonably determines that repairs to the improvements are economically feasible, Beneficiary will make the property insurance proceeds available to Grantor for repairs.
- C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Beneficiary from Grantor with respect to the Note or this Deed of Trust may, at Beneficiary's discretion, be applied first to amounts payable under this Deed of Trust and then to amounts due and payable to Beneficiary with respect to the Note, to be applied to late charges, principal, or interest in the order Beneficiary in its discretion determines.
- C.5. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this Deed of Trust.
- C.6. If a default exists in payment of the Note or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Beneficiary may—
- declare the unpaid principal balance and earned interest on the Note immediately due;
 - exercise Beneficiary's rights with respect to rent under the Texas Property Code as then in effect;
 - direct Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
 - purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.
- C.7. Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Beneficiary to foreclose this lien, Trustee will—

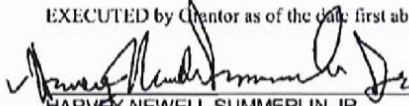
- either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
- sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
- from the proceeds of the sale, pay, in this order—
 - expenses of foreclosure, including a reasonable commission to Trustee;
 - to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - any amounts required by law to be paid before payment to Grantor; and
 - to Grantor, any balance; and
- be indemnified, held harmless, and defended by Beneficiary against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this Deed of Trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

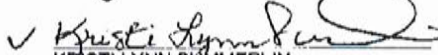
E. General Provisions

- E.1. If any of the Property is sold under this Deed of Trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
- E.2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
- E.3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
- E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.
- E.5. If any portion of the Note cannot be lawfully secured by this Deed of Trust, payments will be applied first to discharge that portion.
- E.6. Grantor assigns to Beneficiary all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Beneficiary will either release any remaining amounts to Grantor or apply such amounts to reduce the Note. Beneficiary will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Beneficiary notice of any actual or threatened proceedings for condemnation of all or part of the Property.
- E.7. Grantor collaterally assigns to Beneficiary all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Note and performance of this Deed of Trust, but if the rent exceeds the amount due with respect to the Note and the Deed of Trust, Grantor may retain the excess. If a default exists in payment of the Note or performance of this Deed of Trust, Beneficiary may exercise Beneficiary's rights with respect to rent under the Texas Property Code as then in effect. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the Property. Beneficiary will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies.
- E.8. Interest on the debt secured by this Deed of Trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.
- E.9. In no event may this Deed of Trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
- E.10. **CONSENT REQUIRED:** If all or any part of the Property is sold, conveyed, leased for a period longer than 3 years, leased with an option to purchase, or otherwise sold (including any contract for Deed), without the prior written consent of Beneficiary, which consent may be withheld in Beneficiary's sole discretion, then Beneficiary may declare the balance of the Note to be immediately due and payable. The creation of a subordinate lien, any conveyance under threat or order of condemnation, any conveyance solely between makers, the passage of title by reason of death of a maker or by operation of law will not entitle Beneficiary to exercise the remedies provided in this paragraph.
- E.11. When the context requires, singular nouns and pronouns include the plural.
- E.12. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this Deed of Trust.
- E.13. This Deed of Trust binds, benefits, and may be enforced by the successors in interest of all parties.
- E.14. If Grantor and Maker are not the same person, the term *Grantor* includes Maker.
- E.15. Grantor and each surety, endorser, and guarantor of the Note waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest and (g) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code.
- E.16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Beneficiary's rights under this Deed of Trust if an attorney (who is not an employee of Beneficiary) is retained for its enforcement.
- E.17. If any provision of this Deed of Trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
- E.18. The term *Beneficiary* includes any mortgage servicer for Beneficiary.
- E.19. Grantor represents that this Deed of Trust and the Note are given for the following purposes:

The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured both by this Deed of Trust and by a vendor's lien on the Property, which is expressly retained in a Deed to Grantor of even date. This Deed of Trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The Deed is incorporated into this Deed of Trust.
- E.20. **ESCROW NOT REQUIRED:** Grantor shall furnish Beneficiary, before each year's ad valorem taxes become delinquent, evidence that all ad valorem taxes on the Property have been paid.

EXECUTED by Grantor as of the date first above written.

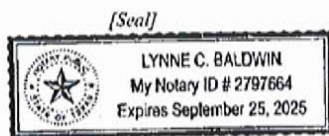

HARVEY NEWELL SUMMERLIN JR.


KRISTI LYNN SUMMERLIN

(Acknowledgment)

STATE OF TEXAS §
 §§
COUNTY OF BREWSTER §

This instrument was acknowledged before me on October 6, 2023, by HARVEY NEWELL SUMMERLIN JR. and KRISTI LYNN SUMMERLIN.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

BIG BEND TITLE, LLC
P.O. BOX 813
FORT DAVIS, TX 79734
GF# 11708-23-B

PREPARED IN THE LAW OFFICE OF:

JOSEPH P. JAMES
ATTORNEY AT LAW
P.O. BOX 2013
FORT DAVIS, TX 79734

PLAT of a survey of all of a 1.074 acre tract known as Lot 226, Alpine Country Club Estates, Phase I, to the City of Alpine, Brewster County, Texas as the same appears in Plot Envelope #206, on file in the office of the County Clerk, Brewster County, Texas

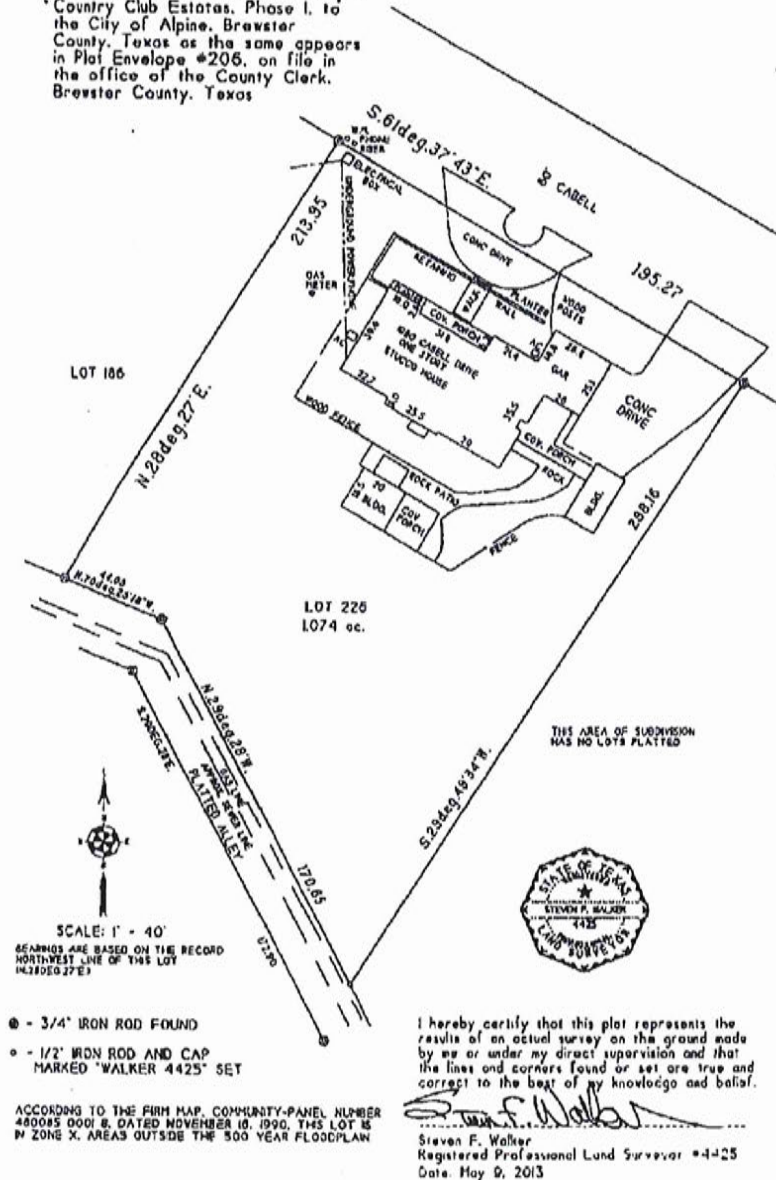


EXHIBIT A



Welcome to Cactus Rose!

IN CASE OF EMERGENCY CALL 911

OTHER EMERGENCY NUMBERS

Brewster County Sheriff's Department – 432.837.3488

Fire Department Non-Emergency Only – 432.837.2366

Animal Control – 432.837.3486

Poison Control – 800.222.1222

Host April –

SEVERE WEATHER ALERTS

Tune into local radio stations KVLV 1240 AM or KALP 92.7 FM

WIFI CONNECTION INFO

Network:

Password: |



Check Out the
Digital Guide!

House Rules – No smoking, no parties, no pets.

TV Info – The tv has a Roku so you can use the apps available to watch your favorite shows.

You will need your own account to access the apps, such as, Netflix and Hulu.
Don't forget to sign out of your account before checking out.

Trash – There are community dumpsters throughout the neighborhood. Unfortunately they are not within walking distance.

Parking – There is parking in the driveway and in the front of the home.

Attractions –

Museum of the Big Bend
Museumofthebigbend.com

Gage Gardens
gagehotel.com/experience/gage-gardens

Post Park
texasmountaintrail.com

McDonald Observatory
mcdonaldobservatory.org

Balmorhea State Park
tpwd.texas.gov

Kokernot 06 Cowboys Baseball Stadium
alpine.pecosleague.com

Hiking –

Point of Rocks
Alltrails.com

Chihuahuan Desert Research Institute
cdri.org

Hancock Hill/Desk Hike
Alltrails.com

Big Bend National Park
Nps.gov

Big Bend Ranch State Park
tpwd.texas.gov

Davis Mountain State Park
tpwd.texas.gov

Gas – (* Pro Tip – Full up before heading south)

Stripe's

The Triangle

Uncles

Groceries, ATM –

Blue Water Natural Food
One Mile South 45978, TX-118
Alpine, Texas 79830

Porter's Thriftway
101 E Sul Ross Street
Alpine, Texas 79830

Events –

For updated info on Events check with:

Chamber of Commerce
www.visitalpinetx.com

Big Bend Tourism Council
visitbigbend.com

Alpine Avalanche
alpineavalanche.com

Laundry – Alpine Laundromat 24/7 (801 N 5th St, Unit B, Alpine, TX 79830)

Restaurants – For updated info on local restaurants and food trucks check with www.visitalpinetx.com

Souvenirs – Many shops and galleries downtown offer souvenirs, as well as True Value Hardware. (IT's way more than just a hardware store.)

CHECKOUT INSTRUCTIONS

Our housekeepers work very hard to make sure everything is clean and sanitized before your arrival. They would greatly appreciate if you could do the following:

- Please leave all used beds unmade.
- Empty out the refrigerator completely.
- If you accessed Cactus Bud during your stay, be sure and return key to original place.
- Load and run the dishwasher and wash any other used dishes.
- Lock all windows and doors, including decks and porches.
- Set thermostats to 65 in the winter and 74 in the summer.
- Double check drawers, closets, and washer and dryer, and check for phone chargers – there is a \$25 minimum shipping fee to return your items.
- Remember to sign out of all apps on the smart TVs (Netflix, Hulu, Amazon Prime)

Please text me so I know you have checked out. The housekeepers love when they can get an early start!

THANK YOU FOR STAYING!
COME BACK SOON!

MORE ABOUT BIENVENIDO BIG BEND

Hi! I'm April and most likely have been corresponding with you before your arrival. I "married into Alpine" over 20 years ago when I met my husband who was born and raised here. Having grown up on a cotton farm, I was used to rural living. But I never expected to fall in the love with the desert mountains. Alpine and the entire Big Bend is a truly unique area. The love of the area and my love of hospitality were married when I had the opportunity to manage short term rentals. I began Bienvenido Big Bend and have continued to add to my portfolio of vacation homes in Alpine.

I am honored that the owners of Cactus Rose have entrusted me to manage their home, and grateful that you have chosen to reserve it for your stay. My staff and I take pride in providing clean and comfortable homes to visitors in the area.

Enjoy your stay and next time Book Direct and save money!
www.bienvenido.vacations



CITY COUNCIL AGENDA ITEM REPORT

December 2, 2025

Agenda Item No. 7D

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



AGENDA ITEM

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

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. Amended Invoice #14051 (clean)

BUDGET CONSIDERATIONS

Expenditure Required: \$4,766.20

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

New -



INVOICE

Number	14051
Issue Date	10/31/2025
Due Date	11/29/2025

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

Alpine - General

Billed By	Rate	Sub
CT	\$216.00	\$21.60
CT	\$216.00	\$1,123.20
CT	\$216.00	\$21.60
CT	\$216.00	\$43.20
CT	\$216.00	\$43.20
CT	\$216.00	\$64.80
CT	\$216.00	\$604.80
CT	\$216.00	\$885.60
CT	\$216.00	\$43.20
Professional Services Total		\$2,851.20

Total for Alpine - General	\$2,851.20
----------------------------	------------

Alpine - Municipal Court

Billed By	Rate	Sub
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CT	\$195.00	\$234.00
NEH	\$110.00	\$11.00
CT	\$195.00	\$175.50
CT	\$195.00	\$97.50
CT	\$195.00	\$78.00
CT	\$195.00	\$39.00
CT	\$195.00	\$39.00
CT	\$195.00	\$39.00
CT	\$195.00	\$39.00
NEH	\$110.00	\$11.00
NEH	\$110.00	\$22.00
CT	\$195.00	\$39.00
Professional Services Total		\$824.00

Total for Alpine - Municipal	\$824.00
Court	

Alpine - Personnel

Billed By	Rate	Sub
CT	\$216.00	\$21.60
CT	\$216.00	\$259.20
CT	\$216.00	\$259.20
Professional Services Total		\$540.00

Total for Alpine - Personnel	\$540.00
------------------------------	----------

Alpine - Real Estate

Billed By	Rate	Sub
NEH	\$110.00	\$11.00
CT	\$216.00	\$43.20
CT	\$216.00	\$172.80
Professional Services Total		\$227.00

Total for Alpine - Real Estate	\$227.00
--------------------------------	----------

Alpine - Utilities

Billed By	Rate	Sub
CT	\$216.00	\$86.40
Professional Services Total		\$86.40

Total for Alpine - Utilities	\$86.40
------------------------------	---------

Alpine - Water

Billed By	Rate	Sub
CT	\$216.00	\$237.60
Professional Services Total		\$237.60

Total for Alpine - Water	\$237.60
--------------------------	----------

Total (USD)	\$4,766.20
Paid	\$0.00
Balance	\$4,766.20

Terms & Conditions

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

Make checks payable to Bojorquez Law Firm, PC

Tax ID#27-0818127

11675 Jollyville Road, Suite 300

Austin, TX 78759

ALL PAST DUE AMOUNTS ARE SUBJECT TO INTEREST CHARGES

Timekeeper Totals

Name	Rate	Hours	Total
CT	\$212.22	22.20	\$4,711.20
NEH	\$110.00	0.50	\$55.00

CITY COUNCIL AGENDA ITEM REPORT

December 2, 2025

Agenda Item No. 9A

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



AGENDA ITEM

Family Crisis Center of the Big Bend Update. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. FCCBB presentation

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

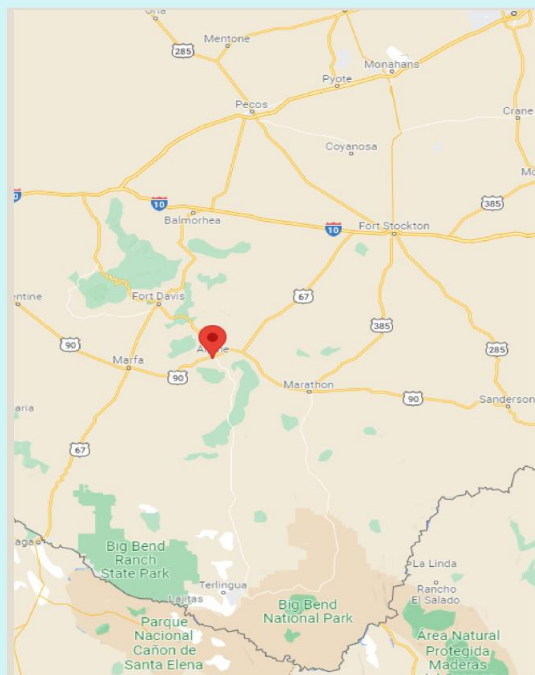
Geoffrey R. Calderon, City Secretary

Approved - 11/21/2025

Final Approval - 11/21/2025



**FCCBB: Quarterly
Review
Presented by:
Naomi Hernandez**



About Us:
The Family Crisis Center of the Big Bend provides long-term and emergency services to survivors of Domestic Violence, Sexual Assault, Dating Violence, and Violent Crime. We serve 5 rural counties Brewster, Presidio, Jeff Davis, Terrell, and Pecos with a staff of 12. All our services are free and confidential.



OUR WONDERFUL FCCBB TEAM!

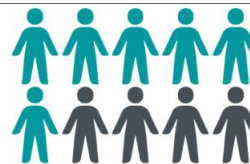
Services

August 2025 to October 2025, The Family Crisis Center of the Big Bend was able to make a positive impact on the community of Alpine. most notably in number of clients served, outreach, emergency shelter, and financial assistance.





CLIENTS SERVED



The 4 advocates of the Alpine office
were able to provide 2,134 services
to 117 clients, from
August 2025 to October 2025.
Of those 117 clients, there were
80 female and 30 male.



OTHER SERVICES



Our Legal Advocates (Virginia Sandoval and Debra Guerrero) assist clients with legal intakes for Texas RioGrande Legal Aid (TRLA) assistance with protective orders and family law issues, such as divorce, child support, etc.





FCCBB volunteers provided over 2,125 hours of service to assist the mission of FCCBB for the months of August 2025 to October 2025.

Outreach

We participated in and/or provided over 57 outreach or training events, including SRSU, schools, and surrounding communities (outreach and office hours), teacher in-service, and more!



Family Crisis Center of the Big Bend
FCCBB Community Educators Naomi and Denise are at SRSU Mall today for Mental Health Awareness Day ❤️



FAMILY CRISIS CENTER OF THE BIG BEND
1-800-834-0654

**JOIN US FOR OUR ANNUAL
ZUZU VERK
MEMORIAL WALK &
VIGIL**

**TO HONOR VICTIMS AND
SURVIVOR OF DOMESTIC
VIOLENCE**

OCTOBER 21, 2025, 6 PM
6 PM -6:30 PM Gather at SRSU Library Circle
6:30 PM Walk down Sul Ross Ave to Brewster
County Courthouse for presentation

OCTOBER IS DOMESTIC VIOLENCE AWARENESS MONTH



Family Crisis Center of the Big Bend
FCCBB at The Pink Out at the Farmers Market!! ❤️❤️❤️



Emergency Shelter

The Family Crisis Center of the Big Bend has 2 emergency shelters in Alpine and Presidio. During August 2025 to October 2025, FCCBB sheltered victims of domestic violence and/or sexual assault for a total of 19 nights.



Financial Assistance

During August 2025 to October 2025, Alpine clients received over \$17,172 in financial assistance in the form of rent and deposit, utilities, transportation, childcare, relocation needs, household repairs, and gift cards.



**NEW ADDRESS:
402 E GALLEGOS AVE**

Little Free Pantry

FCCBB Little Free Food Pantry provides food assistance to clients and the local Alpine community.

We saw an increase in the number of clients and community members needing food, especially older adults. Our little free food pantry is still at our old address on 5th street. When the paving is done at our new address on 402 E Gallego, we will move the pantry.

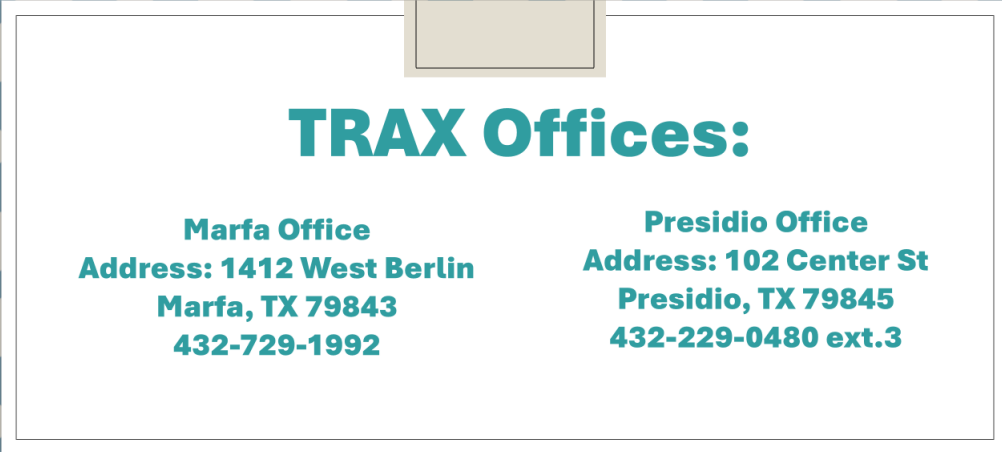


Contact Us

**Our office location:
402 E Gallego Ave
432-837-7254 (office)
Hotline:1-800-834-0654**



Advocates provide on-call rotations to accept hotline calls 24/7. Walk-ins are accepted at anytime Monday-Friday 8am to 5pm



TRAX Offices:

Marfa Office

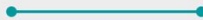
**Address: 1412 West Berlin
Marfa, TX 79843
432-729-1992**

Presidio Office

**Address: 102 Center St
Presidio, TX 79845
432-229-0480 ext.3**



Thank You



CITY COUNCIL AGENDA ITEM REPORT

December 2, 2025

Agenda Item No. 9B

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



AGENDA ITEM

Alpine Country Club Update. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

1. Alpine Country Club Update 12-2-25

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 - 11/20/2025

Final Approval - 11/21/2025

Alpine Country Club Update

Date: December 2, 2025

Introduction: We thank the City Council for your ongoing support of Alpine Country Club. Our mission remains to provide a family-focused environment rooted in tradition, while continuing to expand opportunities for recreation, camaraderie, and community engagement.

Activities and Events: This year has been full of activity. Our weekly Thursday night scrambles remained popular throughout the season. With the close of tournament season, Thursday scrambles have now concluded until spring.

Tournament Season Recap: Tournament season began with the AHS Project Graduation Tournament on April 5th and continued with a full calendar of events. Participation and sponsorship grew steadily, strengthening ties between the club and the broader Alpine community. Tournament season has now concluded and will resume in March, giving us time to prepare for another exciting year.

Course Maintenance and Improvements: With tournament play paused during the cooler months, we are focusing on essential maintenance of the course and equipment. Beginning this winter, the course will be closed on Mondays to allow staff dedicated time for upkeep and preparation of the greens for spring play. Aeration completed earlier this year has supported strong conditions, and routine care continues to ensure quality for members and guests.

Seasonal Pricing: Starting December 1 and continuing through the end of February, the cost to play will be reduced by \$5.00. This seasonal adjustment is designed to encourage play during the cooler months while maintenance work is underway.

Ballroom Rental: Our ballroom and kitchen facilities have been increasingly utilized for community gatherings, celebrations, and meetings. We are exploring minor updates to enhance the space and better serve local organizations and families.

Future Plans: As we close out the year, we are reevaluating our facilities plan. In 2026, we intend to reinvest earnings into clubhouse improvements, course enhancements, and expanded programming for families and youth. One challenge we face at present is staffing for the clubhouse, and we are actively working to address this need to ensure smooth operations and excellent service for members and guests.

Conclusion: We invite you to visit and experience all that Alpine Country Club has to offer. For event rentals or general inquiries, please contact us directly.

Thank you for your time, consideration, and continued partnership.

CITY COUNCIL AGENDA ITEM REPORT

December 2, 2025

Agenda Item No. 10A

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: None



AGENDA ITEM

Discussion regarding proposed Ordinance 2026-01-01, an ordinance establishing regulations related to the operation of golf carts, pocket bikes, and mini-motorbikes within the city; Providing the establishment of up to a \$500 penalty per occurrence for violations of the ordinance; Providing for the following: Findings of Fact, Enactment, Repealer, Penalty, Savings, Severability, Proper Notice and Meeting, and Effective Date clauses. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

Purpose

The purpose of this discussion item is to review and consider potential amendments to proposed **Ordinance 2026-01-01**, which establishes comprehensive regulations governing the operation, permitting, and enforcement of **golf carts, pocket bikes, mini-motorbikes, and Utility Task Vehicles (UTVs)** within the City of Alpine. The ordinance is intended to promote roadway safety, standardize operating expectations, and ensure compliance with relevant provisions of the Texas Transportation Code and Texas Local Government Code.

This discussion provides the Council with an opportunity to suggest revisions ahead of the ordinance's scheduled first and second readings in January 2026.

Background

Councilor Richard Portillo held discussions at prior City Council meetings to introduce the idea of expressly allowing golf carts and similar vehicles to operate on City streets. At prior meetings, Council members—particularly Councilor Stephens—identified the need to expand the ordinance to include **Polaris-type Utility Task Vehicles (UTVs/side-by-sides)**, which are currently used by City departments, including utility operations. After receiving Council feedback, staff revised the draft ordinance to incorporate expanded definitions and safety requirements for these vehicle types.

The draft ordinance was prepared collaboratively by the Chief of Police and the City Attorney and was circulated to the City Council for a two-week review period with feedback due November 26, 2025.

Key Provisions of the Proposed Ordinance

1. Creation of Article X – Low-Speed and Utility Vehicles (Chapter 94, Code of Ordinances)

The ordinance formally establishes a new Article X within Chapter 94 – Traffic and Vehicles. This article provides definitions, operating restrictions, safety equipment requirements, penalties, and permitting structures for regulated vehicles.

2. Vehicles Covered

The ordinance regulates the following vehicle types:

- **Golf carts**
- **Pocket bikes**
- **Mini-motorbikes**
- **Utility Task Vehicles (UTVs)** / Polaris-type side-by-sides (added after Council feedback)

A new term—“**regulated vehicle**”—is used to collectively reference all covered vehicles.

3. Operating Requirements

All regulated vehicles must comply with:

- Driver licensing requirements
- Operation only on streets with ≤ 30 mph speed limits (with limited crossing exceptions)
- Prohibition of nighttime operation
- Compliance with all traffic laws
- No towing of trailers or additional objects
- Passenger restrictions based on manufacturer capacity
- Display of a slow-moving vehicle emblem on roads ≤ 30 mph
- Minimum safety equipment (headlamps, tail lamps, reflectors, parking brake, mirrors) for golf carts
- UTV equipment requirements per Texas Transportation Code §551A.052 (brakes, lights, muffler, etc.)

4. Prohibited Areas

Operation of golf carts is expressly prohibited on:

- **SH 118**

- **US Hwy 67/90 (Avenue E and Holland Avenue)**

The ordinance also prohibits operation of pocket bikes and mini-motorbikes in streets, sidewalks, parks, or parking lots.

5. Permit Requirements

The ordinance requires owners to obtain a **biennial registration permit** through the Alpine Police Department.

Key requirements include:

- Completed application (as reflected in the attached proposed permit form)
- Proof of liability insurance
- Driver's license
- Payment of fees:
 - \$50 initial permit
 - \$25 bi-annual renewal
- Vehicle inspection by APD prior to permit issuance
- Decal placement on the front driver-side panel

6. Penalties

Violations of the ordinance constitute a misdemeanor punishable by a fine up to **\$500 per occurrence**, with each day or each occurrence constituting a separate offense. The Police Department is authorized to issue citations and impound vehicles operating in violation.

7. Liability and Revocation

The ordinance clarifies:

- The City assumes no liability for injuries or property damage resulting from use of permitted vehicles
- Owners are responsible for any operators they allow to use their vehicle
- Permits may be revoked for violations, including failure to maintain insurance or misuse of a wireless communication device in a school zone

Next Steps

The ordinance is scheduled as follows:

- **December 2, 2025** – Discussion Item
- **January 6, 2026** – First Reading
- **January 20, 2026** – Second and Final Reading

SUPPORTING MATERIALS

1. 2026-01-01 GOLF CART ORDINANCE
2. Draft Alpine Golf Cart Permit App

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 - 11/21/2025
Final Approval - 11/21/2025

ORDINANCE 2026-01-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, ESTABLISHING ARTICLE X. LOW SPEED AND UTILITY VEHICLES TO CHAPTER 94 – TRAFFIC AND VEHICLES TO THE ALPINE CODE OF ORDINANCES; ESTABLISHING REGULATIONS RELATED TO THE OPERATION OF GOLF CARTS, POCKET BIKES, MINI-MOTORBIKES, AND UTILITY TASK VEHICLES WITHIN THE CITY; PROVIDING THE ESTABLISHMENT OF UP TO A \$500 PENALTY PER OCCURRENCE FOR VIOLATIONS OF THE ORDINANCE; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, ENACTMENT, REPEALER, PENALTY, SAVINGS, SEVERABILITY, PROPER NOTICE AND MEETING, AND EFFECTIVE DATE CLAUSES.

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

WHEREAS, Texas Transportation Code section 551.4031 authorizes the governing body of a municipality to regulate and control the operation of golf carts within the city's legal boundaries and on its public streets to ensure the public safety of the community; and

WHEREAS, pursuant to Texas Transportation Code section 311.002, the City has exclusive control over the highways, streets, and alleys within the City; and

WHEREAS, Texas Transportation Code Chapter 551A authorizes municipalities to regulate the operation of off-highway vehicles, including utility task vehicles and side-by-sides, on public streets and highways within their jurisdiction when determined necessary for public safety; and

WHEREAS, the Texas Local Government Code section 51.001 provides the City general authority to adopt an Ordinance or police regulations that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council finds the regulations of golf carts and motorized bikes of various types on public streets is necessary to prevent safety hazards on the public roadways; and

WHEREAS, golf carts are not normally equipped with many of the traditional safety features that are customarily required on more commonly used motor vehicles, and passenger injuries can be reduced by requiring additional safety equipment and providing rules of operation; and

WHEREAS, the City Council finds that the regulations established for golf carts and motorized bikes as provided for herein are in the best interest of the health, safety, and welfare of the City.

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

**SECTION I
FINDINGS OF FACT**

The City Council of the City of Alpine, Texas, hereby finds and declares that the statements and premises set forth in *Exhibit "A"*, attached hereto and incorporated herein by reference, are true and correct and constitute the legislative and factual findings of the City Council for purposes of this ordinance. The Alpine Code of Ordinances is hereby amended to establish **Article X – Low-Speed and Utility Vehicles** within **Chapter 94 – Traffic and Vehicles**, as set forth in *Exhibit "A."*

**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 January 20, 2026, 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 January 15, 2026.

**SECTION VIII
EFFECTIVE DATE**

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

PASSED AND ADOPTED THIS 20TH DAY OF JANUARY 2026 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.

INTRODUCTION AND FIRST READING
JANUARY 6, 2026

SECOND AND FINAL READING
JANUARY 20, 2026

APPROVED:

ATTEST:

Catherine Eaves, Mayor

Geoffrey R. Calderon, City Secretary

APPROVED AS TO FORM:

Cynthia Trevino, City Attorney

EXHIBIT "A"

ARTICLE X. LOW SPEED AND UTILITY VEHICLES.

REGULATION OF GOLF CARTS AND SIMILAR VEHICLES (POCKET BIKES, MINI -MOTORBIKES, AND UTILITY TASK VEHICLES).

Sec. 1. General.

- (a) **Purpose.** The purpose of this article is to provide a convenient and safe means of travel within the city through the regulated operation of golf carts, pocket bikes, mini-motorbikes, and utility task vehicles. When used properly, these types of vehicles can offer an efficient

and practical way to travel short distances within the city, particularly during times of increased congestion. However, to ensure public safety and welfare, the operation of such vehicles must comply not only with standard traffic regulations but also with the special safety requirements detailed in this article. These requirements are intended to protect the operator, passengers, pedestrians, and other individuals operating motor vehicles on the roadways. The intent of this ordinance is not to encourage unrestricted use of these vehicles on public roadways, but to establish uniform regulations to ensure safe and lawful operation within the City of Alpine. For the purposes of this article, references to “golf carts” shall also include other regulated vehicles as defined herein, except where the context clearly indicates otherwise.

(b) **Definitions.** The following words, terms, and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Golf cart, as referenced hereafter, shall have the meaning assigned by Texas Transportation Code section 551.401, as it exists or may be amended, and includes a motor vehicle designed by the manufacturer primarily for transporting persons on a golf course.

Golf cart registration permit shall mean a privilege granted upon compliance with terms of this article to legally operate a golf cart upon a local street, public highway, or parking area within the corporate boundaries of the City of Alpine for the term that the permit was issued.

Golf cart registration permit decal shall mean a certificate for attachment to a golf cart identifying the golf cart as permitted by the city and giving an expiration date.

Operator shall mean a person who drives or has physical control of a golf cart.

Owner shall have the meaning assigned by Texas Transportation Code section 502.001 (31), and shall mean the person who has legal title to the golf cart, has the legal right of possession of the golf cart, or has the legal right of control of it.

Parking area means those areas accessible to the public by motor vehicular traffic, and which are designated for temporary parking of motor vehicles, usually in places referred to as parking lots.

Pocket bike or mini-motorbike means a self-propelled vehicle that is equipped with an electric motor or internal combustion engine having a piston displacement of less than 50 cubic centimeters, is designed to propel itself with not more than two wheels in contact with the ground, has a seat or saddle for the use of the operator, is not designed for use on a highway, and is ineligible for a certificate of title under Chapter 501. The term does not include:

- (A) a moped or motorcycle;
- (B) an electric bicycle;
- (C) a motorized mobility device, as defined by Section 552A.0101;
- (D) an electric personal assistive mobility device, as defined by Section 551.201; or

(E) a neighborhood electric vehicle, as defined by Section 551.301.

Public safety personnel means any employee or officer of a governmental law enforcement agency or the City or its department(s).

Public street means the public roadways of the city by whatever name, e.g. road, alley, avenue, highway, route, boulevard, etc. within the corporate boundaries of the City of Alpine. May also be referred to as public roadway.

Regulated vehicle means, collectively, a golf cart, utility task vehicle (UTV), pocket bike, or mini-motorbike, as each is defined in this article. Unless otherwise specified, any provision in this article referring to a “golf cart” shall apply equally to all regulated vehicles when the context so permits.

Sidewalk means the portion of a street that is between a curb or lateral line of a roadway and the adjacent property line and intended for pedestrian use.

Slow-moving-vehicle-emblem means a triangular emblem that conforms to standards and specifications adopted by the Director of the Texas Department of Transportation under Section 547.104 of the Texas Transportation Code and is displayed in accordance with Section 547.703 of the Texas Transportation Code.

Utility Task Vehicle means a motor vehicle designed by the manufacturer primarily for utility work and recreational purposes, commonly known as a side-by-side or Polaris-type vehicle, that is not designed for use on a golf course but is equipped with seating for at least two occupants side-by-side and a steering wheel for steering control.

Sec. 2. Operation regulations. Unless otherwise stated, the terms and requirements contained in this section apply to all regulated vehicles, including golf carts, utility task vehicles, pocket bikes, and mini-motorbikes, operated within the City of Alpine. The operation of regulated vehicles within the corporate limits of the city upon public streets is hereby authorized under the following terms and conditions:

- (a) Operation of golf carts must be by a licensed driver;
- (b) Operation of golf carts is restricted to the following locations:
 - 1. Public streets with a posted speed limit of not more than 30 miles per hour;
 - 2. Recreation lane or path when provided;
 - 3. Shared-use paths above eight feet (8') in width;
 - 4. Crossing a street at an intersection including an intersection with a street that has a posted speed limit of more than 35 miles per hour; and
 - 5. Designated locations associated with a city-sponsored event.
- (c) Golf carts may not pull trailers, boats, jet skis, other objects, or people on public streets or

City rights-of-way;

- (d) Golf carts shall follow all rules of the road as required by the Texas Transportation Code;
- (e) Golf carts shall carry liability insurance in the amounts required for motor vehicles;
- (f) Operation of golf carts is prohibited at night;
- (g) Golf carts shall not carry more passengers than those for which the golf cart was designed by the manufacturer;
- (h) Golf carts operating on roads at a speed of 30 miles per hour or less must be equipped with a slow-moving-vehicle emblem that:
 - 1. Has a reflective surface designed to be clearly visible in daylight or at night from the light of standard automobile headlamps at a distance of at least 500 feet;
 - 2. Is mounted base down on the rear of the vehicle at a height from three to five feet above the road surface; and
 - 3. Is maintained in a clean, reflective condition.
- (i) Golf carts must be equipped with the following minimum equipment as mandated by section 551.4041 of the Texas Transportation Code, as amended:
 - 1. Headlamps;
 - 2. Tail lamps;
 - 3. Reflectors;
 - 4. Parking brake; and
 - 5. Mirrors;
- (j) Utility task vehicles operated on public streets shall meet the minimum equipment requirements set forth in Section 551A.052 of the Texas Transportation Code, as it exists or may be amended:
 - 1. Operational brakes;
 - 2. Headlamps;
 - 3. Tail lamps;
 - 4. A working muffler;
 - 5. And a slow-moving-vehicle emblem when operated on streets with a posted speed limit of 30 mph or less.

- (k) Golf carts must move to the right and yield the right-of-way to faster moving vehicles;
- (l) Golf carts must remain in the outside lane of multi-lane streets, unless turning left;
- (m) The driver and every occupant of a golf cart must remain seated in a seat designed to hold passengers while the golf cart is in motion;
- (n) Child safety seats or booster seats are required pursuant to Texas Transportation Code section 545.412; and
- (o) No person may ride in the lap of the driver or any other occupant.

Sec. 3. Operation of Regulated Vehicles Prohibited in Certain Areas.

Notwithstanding other prohibitions in this Ordinance, the following items are prohibited:

- (a) Operations of golf carts are prohibited on the following streets:
 - 1. Highways SH 118, & US Hwy 67/90 (Avenue E & Holland Avenue)
- (b) Golf carts which have been altered to allow them to travel at speeds greater than 25 mph.

Sec. 4. Golf Cart Exceptions.

- (a) Golf carts or utility task vehicles owned or operated for official government purposes by the City of Alpine or any other governmental entity are exempt from the requirements of this article.
- (b) Operators may operate golf carts past sunset during official special events that are permitted by the City of Alpine and only to and from the event to where the golf cart is normally stored.

Sec. 5. Pocket bikes and mini-motorbikes prohibited.

- (a) It shall be unlawful for a person to operate a pocket bike or mini-motorbike on or in a:
 - 1. public street;
 - 2. path set aside for the exclusive operation of bicycles;
 - 3. sidewalk;
 - 4. City playground or park area; or
 - 5. City owned parking space or area.

Sec. 6. Registration permit.

For purposes of this section, the term 'golf cart' shall include all regulated vehicles, as defined in Section 1, unless the context clearly indicates otherwise. The owner of a golf cart must register said golf cart with and be provided a permit by the City of Alpine Police Department before it may be operated on the public streets within the City. The city registration permit process includes the following:

- (a) The applicant shall complete the city-supplied registration permit application which shall contain the:
 - 1. Name and physical and mailing address of the applicant owner.
 - 2. Location where the vehicle is regularly stored overnight.
 - 3. Model, make and golf cart ID number.
 - 4. Current driver's license information of owner.
 - 5. A statement that the applicant has been furnished a copy of this Ordinance and agrees to comply with all conditions contained in this Ordinance and with any local, state or federal laws governing the use of golf carts.

6. A statement that the registration permit holder and any user shall indemnify and hold harmless the City of Alpine, Texas for any and all civil liability associated with said registration and that the permit holder and operator waive any and all rights to sue or allow subrogation by insurance company.

7. Any other information that the city may reasonably require.

(b) The registration permit application shall be:

1. Accompanied by the permit fee of \$50.00 for first time applicants and \$25.00 for bi-annual renewals thereafter.
2. Accompanied by proof of financial responsibility consistent with the minimum requirements of the Texas Transportation Code for the operation of motor vehicles. A copy of the certificate of insurance shall be attached to the application.
3. Accompanied by a copy of the applicant's Texas Driver's license.
4. Signed by the applicant/owner.
5. Upon receipt of the completed application and permit fee, a member of the police department shall make arrangements to inspect the golf cart for adherence to this Ordinance.
6. When the inspector has approved the vehicle, the annual golf cart registration permit decal shall be issued to the owner. The decal shall be immediately affixed to the front panel of the driver's side of the golf cart so as to be clearly visible.
7. The golf cart registration permit shall be effective for two years from the date of issuance or until such time as revoked for non-compliance or when the golf cart is transferred to a new owner.

Sec. 7. Revocation of the golf cart registration permit.

For purposes of this section, the term 'golf cart' shall include all regulated vehicles, as defined in Section 1, unless the context clearly indicates otherwise. The golf cart registration permit may be revoked if:

- (a) The owner or operator of the golf cart fails to abide by the rules and regulations of this Ordinance, including failure to maintain liability insurance.
- (b) The owner or operator of the golf cart fails to abide by the traffic laws and/or operates the cart in an unauthorized area, specifically including the use of a wireless communication device in a school zone during restricted school hours.

Sec. 8. Golf cart registration permit is not transferable.

For purposes of this section, the term 'golf cart' shall include all regulated vehicles, as defined in Section 1, unless the context clearly indicates otherwise. The golf cart registration permit is not transferable. Upon transfer of ownership to another person who intends to operate the

golf cart in the City of Alpine the new owner must register the golf cart in his/her name and pay the required permit fee as outlined in this article.

Sec. 9. Liability.

For purposes of this section, the term 'golf cart' shall include all regulated vehicles, as defined in Section 1, unless the context clearly indicates otherwise.

- (a) Nothing in this article shall be construed as an assumption of liability by the City for any injuries (including death) to persons, pets, or property which may result from the operation of a golf cart by an authorized operator; and
- (b) Owners are fully liable and accountable for the actions of any individual that they allow to operate and drive their golf cart.

Sec. 10. Criminal offense and penalties.

Any person, firm, entity, or corporation who violates any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding \$500.00. Each continuing day's violation under this article shall constitute a separate offense. The Alpine Police Department is authorized to issue citations and impound vehicles operated in violation of this article.



Alpine Police Department

309 W. Sul Ross Avenue, Alpine, TX 79830

Office: 432-837-3486 Fax: 432-837-2616

www.cityofalpine.com

GOLF CART PERMIT APPLICATION

Date of Application: _____

Last Name: _____ First: _____ Middle: _____

Address: _____ City: _____ State: ____ Zip: _____

Address where golf cart is stored, if different from address above:

Address: _____ City: _____ State: ____ Zip: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

Date of Birth: _____ Drivers License No.: _____

E-mail (optional): _____

GOLF CART INFORMATION:

Vehicle Identification Number and/or Serial Number: _____

Year: _____ Make/Model: _____ Color: _____

Electric or Gas? _____ Identifying Features: _____

Do Not Write Below This line - Office Use Only

REQUIRED INSPECTION ITEMS:

Headlamps (2 required)

Side Reflectors (2 front - amber; 2 rear - red)

Tail Lamps

Proof of Liability Insurance

Exhaust System (gas)

Parking Brake

Orange Slow Moving Vehicle Symbol

Rear View Mirror or Passenger Side Mirror (unobstructed view to 200 feet)

Pass / Fail

Circle One

Inspected by: _____ Date: _____

Permit Fee:

Initial Inspection \$50.00

Bi-Annual Re-Inspection \$25.00

Received By: _____ Date: _____

PERMIT NO.: _____

EXPIRATION DATE: _____

CITY COUNCIL AGENDA ITEM REPORT

December 2, 2025

Agenda Item No. 10B

Department: Office of the City Manager

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: None



AGENDA ITEM

Discuss acceptance of a possible donation for field improvements for Kokernot Little League Baseball field. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

APPROVERS

Alexandra Tackett, Deputy City Secretary

Geoffrey R. Calderon, City Secretary

Approved - 11/21/2025

Final Approval - 11/21/2025

CITY COUNCIL AGENDA ITEM REPORT

December 2, 2025

Agenda Item No. 11A

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: Approve



AGENDA ITEM

Approve the second and final 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)

EXECUTIVE SUMMARY

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.

Observed 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.

SUPPORTING MATERIALS

1. 2025-12-01 SHORT TERM RENTAL UPDATES - UNIT V. PREMISE

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 - 11/21/2025
Final Approval - 11/21/2025

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 2ND 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

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.

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.

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.

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

December 2, 2025

Agenda Item No. 11B

Department: Office of the City Manager

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: Approve



AGENDA ITEM

Approve ratification of the electricity supply contract with TXU Energy executed by the Interim City Manager pursuant to prior Council authorization. (G. Calderon, Interim City Manager)

EXECUTIVE SUMMARY

Background and Procurement History

1. Initial RFP Process

On **August 25, 2025**, the City of Alpine issued a formal **Request for Proposals (RFP)** for retail electric service providers.

- The City received **only one bid**.
- The submitted rate was **approximately double the rate the City had been paying** under its expiring agreement.

Given the abnormally high pricing and lack of competition, the City sought legal review regarding alternatives.

2. Legal Guidance and Competitive Bidding Exception

Under Texas law, procurement of electricity is **exempt from competitive bidding requirements** pursuant to statutory exceptions in the Texas Government Code. Based on legal guidance, it was determined that seeking **supplemental market quotes** outside the formal RFP process was in the City's best financial interest.

3. Expanded Vendor Outreach

To broaden competition and ensure responsible rate comparison, City staff directly contacted:

- **23 electric service companies**

- **19 did not respond**
- **4 provided written, binding quotes**

This supplemental outreach produced a significantly more competitive pricing set than the single RFP response.

4. Market Rate Conditions and Final Vendor Selection

All four quotes confirmed that current market conditions remain extremely elevated; **even the lowest available proposal was still approximately twice the City's previous rate.**

Rates increased further for longer contract terms.

- The **12-month contract option** offered by **TXU Energy** represented the **lowest total cost** and **most financially prudent option**.
- Extending the term (e.g., 24, 36, 48 months) resulted in higher per-kilowatt-hour pricing.

Based on pricing analysis, risk considerations, and the expert market guidance received, the City selected the **12-month fixed-rate contract with TXU Energy**, with the goal of returning to market in 2026 in hopes of improved statewide energy pricing.

Contract Execution

Pursuant to prior authorization granted by the City Council, the **Interim City Manager executed the contract** to lock in the lowest available rate before pricing fluctuations resulted in increased costs. Ratification by Council finalizes acceptance of the contract and affirms administrative compliance with Council direction.

Confidentiality of Competing Proposals

This contract is being included in full for public transparency. Proprietary pricing proposals from non-selected vendors are not included pursuant to Texas Government Code §552.104 (advantage to competitors). The executed contract with TXU Energy is public information

Recommendation

Staff recommends approval of the ratification of the electricity supply contract with **TXU Energy** to ensure the City maintains uninterrupted electric service at the most competitive rate currently available and positions itself to pursue more favorable long-term pricing next year.

1. doc City of Alpine S0837803 AMEND pc 11.17.25
2. City of Alpine S0797412

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 - 11/21/2025
Final Approval - 11/21/2025



**AMENDMENT TO THE
TRANSACTION CONFIRMATION FOR SUPPLY OF ELECTRICITY**

BUYER:	City of Alpine 100 N. 13th Street Alpine, TX 79830			SELLER:	TXU Energy Retail Company LLC REP Certification No. 10004 6555 Sierra Drive 1-W-1 Irving, Texas 75039 Attn: Retail Contract Management		
Phone:	325-365-3511	Fax:		Phone:	(866) 576-6745	Fax:	(972) 556-6108
I. DOCUMENT BEING AMENDED	Transaction Confirmation for Supply of Electricity (#S0797412) by and between Seller and Buyer entered into on November 14, 2025 (the "Transaction Confirmation").						
II. RECITALS	WHEREAS, Seller and Buyer now desire to amend such Transaction Confirmation as set forth below. NOW THEREFORE, Seller and Buyer, in consideration of the mutual promises and agreements contained in this Amendment, hereby agree as follows:						
III. ITEMS BEING AMENDED	The Payment Terms in Article III. "Billing" shall be changed from "Net 15 days from the date of the invoice via CHECK" to "Net 30 days from the date of the invoice via CHECK".						
IV. EFFECTIVE DATE	This Amendment, made and entered into this 17th day of November, 2025 shall be effective December 1, 2025.						
V. ADDITIONAL LEGAL PROVISIONS	A. All capitalized terms not defined herein shall have the meaning as set forth in that certain Base Contract for Supply of Electricity between the Parties dated 13th day of November, 2025, under which the referenced Transaction Confirmation was entered into, and together with the Transaction Confirmation comprise the "Agreement" between the Parties. B. In all other respects the above-referenced Transaction Confirmation and Agreement are not modified by this Amendment. All other terms and conditions of the above-referenced Transaction Confirmation and Agreement not expressly modified in this Amendment shall remain in full force and effect. C. This Amendment is binding on and inures to the benefit of Seller and Buyer and their respective successors and permitted assigns. D. THIS AMENDMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REFERENCE TO ITS CONFLICTS OF LAW PROVISIONS.						

Buyer Legal Name: City of Alpine a Texas political subdivision	Seller Legal Name: TXU Energy Retail Company LLC, a Texas limited liability company
By (Name of General Partner or Agent if applicable):	
Buyer Signature	Seller Signature:
Official's Printed Name:	Officer's Printed Name:
Title:	Title:
Date:	Date:

BASE CONTRACT FOR SUPPLY OF ELECTRICITY

This Base Contract for the Supply of Electricity ("**Base Contract**") (including any addendums thereto), together with any Transaction Confirmation for Supply of Electricity ("**Transaction Confirmation**") (including any attachments thereto, such as Exhibits A and A-1) as may be hereafter agreed to (each such combination of this Base Contract and a single Transaction Confirmation, collectively, an "**Agreement**"), is entered into by and between **TXU ENERGY RETAIL COMPANY LLC**, a Texas limited liability company ("**Seller**"), and **CITY OF ALPINE**, a Texas political subdivision ("**Buyer**"), and shall constitute the agreement for the supply of electricity to each TDSP Point of Delivery of Buyer set forth in Exhibit "A" of the applicable Transaction Confirmation. A condition precedent for the effectiveness of an Agreement shall be the execution of (i) this Base Contract and (ii) a separate Transaction Confirmation, including Exhibits A and A-1. Seller and Buyer may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

I. DEFINITIONS

"Agreement Term" means the time period during which an Agreement is effective as specified in Article I ("**Term**") of the applicable Transaction Confirmation.

"Charges" means the amount due to Seller under a Transaction Confirmation.

"Contract Price" has the meaning set forth in a Transaction Confirmation.

"ERCOT" means the Electric Reliability Council of Texas, Inc.

"ESI ID" means an Electric Service Identifier designation for a particular TDSP Point of Delivery.

"POLR" means the provider of last resort as designated by the PUCT.

"Power" means all of Buyer's non-residential electricity requirements for each of the Premise(s).

"Premise" means individually, and **"Premises"** means collectively, each parcel of real property and improvements identified on Exhibit A to the applicable Transaction Confirmation.

"PUCT" means the Public Utility Commission of Texas.

"REP" means a retail electric provider that is certified by the PUCT.

"Seller Point of Delivery" means the point where Seller's suppliers' conductors are connected to the applicable TDSP's conductors.

"TDSP" means a transmission and/or distribution provider under the jurisdiction of the PUCT that owns and maintains a transmission or distribution system for the delivery of energy.

"TDSP Point of Delivery" means the point where the applicable TDSP's conductors are connected to Buyer's conductors at or near Buyer's Premise(s).

II. SUBJECT MATTER AND QUANTITY. During an Agreement Term, Seller shall sell to Buyer and Buyer shall purchase from Seller all of Buyer's Power for the Premise(s) listed in Exhibit A to the applicable Transaction Confirmation. Seller shall cause delivery of the Power to the applicable Seller Point(s) of Delivery and Buyer shall receive the Power at the ESI ID(s) at the applicable TDSP Point(s) of Delivery. Buyer shall use the Power only at the listed Premise(s). A Premise may have one or more TDSP Points of Delivery.

III. SECURITY AND CREDIT REQUIREMENTS. If applicable, on or before the date stated in the section entitled "Initial Security" of Article IV ("**Special Provisions**") of the applicable Transaction Confirmation, Buyer shall provide the amount of security, if any, stated in Article IV of such Transaction Confirmation(s). Additionally, if at any time prior to the end of an Agreement Term Seller determines in good faith that there has been a material adverse change in Buyer's or Buyer's Parent's credit status or financial condition and/or in electricity market conditions and/or Buyer fails to pay all Charges when due, Seller may demand security (or additional security if initial security was previously provided) from Buyer in an amount and form reasonably acceptable to Seller under such Agreement. Buyer shall provide security to Seller within five business days of such request. Seller shall return the security, less any amounts owed by Buyer under such Agreement, when Seller reasonably determines that such security is no longer necessary.

IV. CALCULATION AND PAYMENT OF CHARGES.

4.1 Seller will invoice Buyer for the Charges listed in the applicable Transaction Confirmation for Power delivered to the Premise(s) during each monthly billing cycle of the Agreement Term. Buyer shall pay Seller the Charges identified on each invoice on or before the end of the time period listed in Article III ("**Billing**") of the applicable Transaction Confirmation. Buyer shall notify Seller in writing on or before the due date if Buyer is withholding payment of any disputed portion of the Charges and shall include a list of specific reasons for the dispute; provided, however, that the undisputed portions of the Charges shall remain due and payable on the due date. If Buyer gives such notice of dispute, the Parties shall pursue diligent, good faith efforts to resolve the dispute during the thirty (30) calendar days following Seller's receipt of the notice. Any amount found payable (including interest) shall be paid within fifteen calendar days of the dispute being resolved. If the Parties are unable to resolve the dispute during the thirty (30) day period and it is subsequently determined that Buyer should pay Seller all or part of the disputed amount, Seller may require that Buyer pay interest on such past due amount from the date such payment was originally due until the same is paid. All past due amounts that are not subject to a bona fide dispute being pursued in compliance with this Section 4.1, and disputed amounts that have been determined to be due and owing by Buyer in compliance with this Section 4.1 but which have not yet been paid, shall accrue interest at a rate equal to the lesser of (i) three percent (3%) above the "Prime Rate" as published from time to time in the Wall Street Journal under "Money Rates" or an appropriate substitute should such rate cease to be published, or (ii) the highest rate allowed by law, from the date the payment was originally due until paid (including accrued interest). All past due amounts that are subject to a bona fide dispute shall accrue interest at a rate equal to the lesser of (i) the One Year Treasury Constant Maturity index published by the Federal Reserve Board as of the first auction date after January 1 of the applicable year or (ii)

the highest rate allowed by law.

4.2 (a) Seller reserves the right to allocate measured consumption to the applicable calendar month for any ESI IDs not installed with an interval data recorder ("IDR"), or for IDRs for which IDR information was not received by Seller in a usable format. (b) If, for whatever reason, the proper meter readings are not communicated to Seller by the TDSP in time for Seller to prepare the invoice for the Charges for a monthly billing cycle, Seller shall have the right to invoice Buyer for a reasonable estimate of the quantity of the electricity consumed, and Buyer shall pay the Charges for the estimated amounts subject to any adjustments which may be necessary following the reading. (c) It is recognized by the Parties hereto that ERCOT has established time periods for disputing and/or correcting certain matters related to the settlement of energy charges. Therefore, notwithstanding any other provisions of an Agreement, in the event of a dispute and/or possible correction, relating to an Agreement, which would involve a settlement with ERCOT that is barred by ERCOT (an "ERCOT Barred Issue"), then, to the extent that adjustment or settlement of such matter via the ERCOT energy settlement process cannot occur as a result of it being an ERCOT Barred Issue, the subject statement, invoice, notice or other matter that is at issue under such Agreement may not be adjusted, but only with respect to such ERCOT Barred Issue.

4.3 If upon expiration or termination of an Agreement for any reason Buyer fails either to switch to another REP or execute a replacement agreement with Seller, or if Seller is ever determined to have been Buyer's electricity provider for Premises covered under an Agreement after the expiration or termination of the Agreement, then, until Buyer either executes a replacement agreement with Seller or switches to another REP for such Premises, (a) Seller may charge Buyer, as the Contract Price for Power utilized at such Premises, a price per kWh equivalent to (i) for the first thirty (30) days of holdover, the real time settlement point price for such Power plus \$5.00 per MWh, plus all ERCOT or other charges incurred by Seller to provide Power to Buyer's Premises, and (ii) for all time periods after the first (30) days of holdover, Seller's then current "standard list price offer," and (b) the other terms governing such sales shall be identical to those applicable to sales that occurred prior to the termination/expiration of the Agreement. Provided, further, however, in the event that after such termination or expiration Buyer should fail to make payment due to Seller, or provide security (pursuant to Article III ("Security and Credit Requirements") hereof), after notice and opportunity to pay/provide, Seller may (as a result of PUCT rules that do not allow a REP to switch a customer to the POLR) disconnect or order the TDSP to disconnect electric service to the Premise(s) covered under such Agreement, except as may be prohibited by law; however, Seller shall not have the right to order the TDSP to disconnect electric service for the non-payment of amounts that are subject to a bona fide dispute, provided that Buyer pays in full all amounts not in dispute.

4.4 (a) If (i) Buyer changes any TDSP Point of Delivery for a Premise to a delivery service voltage level that is different than the voltage level in place for such TDSP Point of Delivery at the time the Agreement covering such Premise became effective, (ii) Buyer changes the existing electric meter at any TDSP Point(s) of Delivery for a Premise to a different size/capacity than the size/capacity in place at the time the Agreement covering such Premise became effective, (iii) Buyer causes the ERCOT Deemed Load Profile Type for any of its Premise(s) to change, or (iv) Seller's cost to serve Buyer under an Agreement is otherwise increased as a result of judicial, governmental, quasi-governmental (e.g., ERCOT) or regulatory action (including, but not limited to, actions with regard to congestion zones, nodal congestion, carbon cap/tax/trade/remediation, renewable energy sources or standards, etc.), then Seller may adjust the Contract Price under the affected Agreements in order to reflect the increased cost to Seller of serving Buyer thereunder as a result of any such change(s). Seller shall provide Buyer with written notice of the adjustment to the Contract Price pursuant to this Section 4.4, along with a written explanation of the change that includes the effective date of the adjustment and the circumstances giving rise to the increased cost to Seller. Provided, however, in the event that Seller ever does so adjust the Contract Price under an Agreement pursuant to this Section 4.4, Buyer shall have the right, within thirty (30) calendar days after Seller's notice of such increase in the Contract Price, to terminate such Agreement upon thirty (30) calendar days prior written notice to Seller; provided further, however, in the event that Seller should sustain a loss in liquidating the remaining Power quantities under the Agreement as a result of Buyer exercising such right to terminate the Agreement, Buyer agrees to reimburse Seller the amount equal to the product of (I) the remaining quantities of electricity reflected on Exhibit A-1 after such termination multiplied by (II) the Contract Price minus the then current market value as reasonably determined by Seller. Such amount shall be due and payable on or before the date of Buyer's termination.

(b) During an Agreement Term, Buyer shall not consume electricity at any Premise(s) from any source (including self-generation) except for Power sold by Seller under an Agreement; however, Buyer may (i) self-generate, via renewable generation, up to 2% of Buyer's total aggregate monthly consumption of Power at its Premises, (ii) consume electricity from emergency generation during power outages at the Premise(s) and for purposes of testing such emergency generation, and (iii) self-generate in response to grid reliability programs managed or administered by ERCOT, Seller, or Buyer's Transmission & Distribution Service Provider. The foregoing shall not be construed to relieve Buyer from its obligation to purchase monthly contract quantities as otherwise provided in this Agreement.

V. ADDITION AND REMOVAL OF PREMISES.

5.1 Buyer shall be entitled to add one or more Premise(s) (and associated electricity quantities as reasonably determined by Seller) to an existing Agreement by submitting a written request to add the Premise(s) on Seller's then current standard form for such a request and by agreeing to pay Seller an additional lump sum amount under such existing Agreement, the positive amount, if any, calculated as follows: the sum of (i) the product of (A) the kWh amount of electricity attributable to the additional Premise(s) for the remainder of the Agreement Term as reasonably determined by Seller (the "**Premise Addition Quantities**") multiplied by (B) the then current market based price of a kWh as reasonably determined by Seller minus the Contract Price under such existing Agreement plus (ii) Seller's reasonable costs incurred to perform the addition (such sum, the "**Premise Addition Payment**"). In such event, the additional Premise(s) and associated electricity quantities shall be added to the Agreement and thereafter shall be subject to the Charges, monthly usage tolerances, and other terms of such existing Agreement for the balance of the Agreement Term. Buyer shall pay Seller's invoice for each

Premise Addition Payment on or before the end of the time period listed in Article III ("Billing") of the applicable Transaction Confirmation. In the alternative, Buyer shall have the option to enter into a new separate Agreement with Seller covering the additional Premise(s) at Seller's then-current market based prices. Buyer also shall have the right to contract for such additional Premise(s) with another REP, in lieu of adding the Premise(s) to an existing Agreement with Seller or covering the Premise(s) under a new Agreement with Seller.

5.2 Buyer may remove one or more, but not all, Premise(s) (and associated electricity quantities as reasonably determined by Seller) from an Agreement only if Buyer either (a) sells or leases such Premise(s) or (b) closes such Premise(s) for the remainder of the Agreement Term. Buyer shall provide Seller with thirty calendar days prior written notice (specifying each applicable Premise and the date of removal) if it intends to remove one or more Premise(s) from an Agreement. Unless Buyer sells or leases a removed Premise, as of the date of removal, to a purchaser or lessee who (x) first executes a new contract with Seller upon the same terms as Buyer's contract and (y) is creditworthy as determined by Seller in Seller's reasonable discretion, Buyer shall pay to Seller in respect of each such removed Premise the positive amount, if any, as follows: the product of (i) the kWh amount of electricity attributable to such Premise for the remainder of the Agreement Term as reasonably determined by Seller (the "**Premise Liquidated Quantities**") multiplied by (ii) the Contract Price under such Agreement minus ninety-five percent (95.0%) of the then-current market value of a kWh as reasonably determined by Seller (such product, the "**Premise Liquidation Payment**"). Buyer shall pay Seller's invoice for each Premise Liquidation Payment on or before the end of the time period listed in Article III ("Billing") of the applicable Transaction Confirmation.

Notwithstanding the above paragraphs, Buyer will owe Seller settlement costs, if any, for RECs and/or EFECs added or removed due to the addition or deletion of one or more Premises as outlined in Sections 5.1 and 5.2 of the Base Contract using the current market price for RECs and/or EFECs. Any settlement costs owed for RECs and/or EFECs will be billed in accordance with Article V of the Base Contract.

VI. REMEDIES UPON TERMINATION.

6.1 A "**Material Breach**" of an Agreement means: (a) the failure of either Party to make any payment due to the other Party pursuant to the terms of such Agreement when such failure is not cured within 10 calendar days following written notice of such failure describing the breach in reasonable detail; (b) the failure of a Party to comply with any other material term of such Agreement when such failure is not cured within 30 calendar days following written notice of such failure describing the breach in reasonable detail; (c) a Party becomes or declares that it is bankrupt, or becomes or declares that it is the subject of any proceedings, or takes any action whatsoever, relating to its bankruptcy or liquidation, or is not generally paying its debts as they become due; (d) Buyer enters into another electricity supply agreement, with another party, that covers any Premise(s) during a time when such Premise(s) is covered by such Agreement; (e) Buyer sells, leases, closes or otherwise conveys or assigns any of the Premise(s) under such Agreement, except as allowed under Article IV ("Special Provisions") of the applicable Transaction Confirmation, or Article V ("Addition and Removal of Premises") or Section 12.2 ("Assignment") hereof; (f) Buyer's total monthly usage ever decreases to a de minimis amount or fails to exceed a de minimis amount for reasons other than Force Majeure or Seller's breach; (g) any representation of a Party hereunder is not true and correct in all material respects as of the date an Agreement is entered into; or (h) the failure of Buyer to timely pay security to Seller as may be required hereunder. In the event of a Material Breach of an Agreement by either Party, the non-breaching Party may, in its sole discretion, and without prejudice to any other rights under such Agreement, at law or in equity, immediately terminate the Agreement.

6.2 (a) If Seller terminates an Agreement due to a Material Breach by Buyer, Buyer shall, within thirty (30) calendar days of Seller's invoice following such termination, pay Seller, in addition to all reasonable direct costs and expenses incurred by Seller as a result of such Material Breach and termination and all amounts Buyer owes Seller under the Agreement with respect to time periods prior to the termination, the positive amount, if any, calculated as follows as of the date of termination: the sum of (A) the product of (I) the remaining quantities of electricity for the remainder of the Agreement Term as reflected on Exhibit A-1 thereto (the "**Remaining Quantities**") multiplied by (II) the Contract Price under such Agreement minus the then-current market value of a kWh as reasonably determined by Seller plus (B) the value of any term extension option rights, if any, that Seller may have under the Agreement. In addition, if the termination was pursuant to Section 6.1(a) or (h) above (after the requisite notice and opportunity to cure), Seller may *(as a result of PUCT rules that forbid a REP from switching a customer to the POLR)* direct the TDSP to disconnect electric service to the Premise(s) covered thereunder, except as may be prohibited by law; however, Seller shall not have the right to direct the TDSP to disconnect electric service (i) for the non-payment of amounts that are subject to a bona fide dispute, (ii) prior to termination of the applicable Agreement, or (iii) for a termination of the applicable Agreement due to a Material Breach other than non-payment or failure to provide security.

(b) If Buyer terminates an Agreement due to a Material Breach by Seller, (i) Buyer shall have the right to select any other REP as its electricity provider, and (ii) within thirty (30) calendar days following such termination, Seller shall pay or credit Buyer, in addition to all reasonable direct costs and expenses incurred by Buyer as a result of such Material Breach and termination, the positive amount, if any, calculated as follows: the product of (A) the Remaining Quantities multiplied by (B) the sum of (I) the lesser of (1) the then current market value of a kWh as reasonably determined by Seller, (2) the price offered by the POLR, or (3) any REP's standard list price offer (or equivalent or similar pricing), minus (II) the Contract Price.

VII. FORCE MAJEURE. If either Party is unable to perform its obligations, in whole or in part, due to an event of Force Majeure as defined herein, then the obligations of the claiming Party (other than the obligations to pay any amounts arising prior to the Force Majeure event) shall be suspended, for the duration of such Force Majeure event, to the extent made necessary by such Force Majeure event. The term "**Force Majeure**" shall mean any act or event that is beyond the claiming Party's control (and which could not be reasonably anticipated and prevented through the use of reasonable measures), including, without limitation, the failure of the TDSP to receive, transport or

deliver, or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of Force Majeure that affects Seller's suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible, and shall take all reasonable measures to reduce as much as practicable the duration of such Force Majeure event. Force Majeure shall not include (a) the opportunity for Seller to sell the electricity to be sold under the Agreement to another party at a higher price than that set forth in the Agreement, (b) the opportunity for Buyer to purchase electricity for its Premise(s) from another party at a lower price than that set forth in the Agreement, or (c) the inability of either Party to pay its obligations under the Agreement or any other of its obligations or debts as they become due.

VIII. WARRANTIES AND LIMITATIONS OF LIABILITIES.

8.1 SELLER HEREBY WARRANTS TO BUYER THAT AT THE TIME OF DELIVERY OF ELECTRICITY HEREUNDER IT WILL HAVE GOOD TITLE AND/OR THE RIGHT TO SELL SUCH ELECTRICITY, AND THAT SUCH ELECTRICITY WILL BE FREE AND CLEAR OF ALL LIENS AND ADVERSE CLAIMS. TITLE WILL PASS TO BUYER AT THE TDSP POINT OF DELIVERY. EXCEPT AS PROVIDED FOR IN THE FIRST SENTENCE OF THIS SECTION 8.1, SELLER EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND BUYER WAIVES ALL SUCH WARRANTIES.

8.2 UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY OF A PARTY TO THE OTHER PARTY UNDER AN AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH THE AGREEMENT. THE LIMITATIONS IMPOSED IN THIS PARAGRAPH ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE OF THE DAMAGES, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL AND INTENTIONAL MISCONDUCT OF ANY PARTY, OR TO DAMAGES COVERED BY ANY INDEMNIFICATION HEREUNDER.

IX. NOTICES. All notices required or permitted under an Agreement shall be in writing and shall be deemed to be delivered (a) when (i) deposited in the United States mail (first class as to all notices other than disconnection, termination and/or material breach notices, and registered or certified as to all disconnection, termination and/or material breach notices), postage prepaid or (ii) deposited with an overnight delivery service, prepaid, to Buyer's address or Seller's address as shown in the applicable Transaction Confirmation, or to such address as either Party may from time to time designate as its address for notices hereunder, or (b) in the case of hand delivery, when delivered to a representative of either Party by or on behalf of the other Party.

X APPLICABLE LAW AND REGULATIONS.

10.1 The applicable Tariff(s) for Retail Delivery Service of the appropriate TDSP(s) serving Buyer's Premise(s) is incorporated herein to the same extent as if fully set forth herein.

10.2 All Agreements are subject to, and both Parties agree to obey and comply with, all applicable laws, regulations, rules and orders. However, notwithstanding the foregoing, both Parties agree that, to the fullest extent allowed by law, (a) it is their intention to agree to terms and conditions different from those set forth in the PUCT's "Customer Protection Rules for Retail Electric Service" as amended, or as may be amended in the future (the "Customer Rules"), currently beginning with Section 25.471 of the PUCT's Substantive Rules Applicable to Electric Service Providers; (b) in the event that there is any conflict between the terms contained in an Agreement and the Customer Rules, the Agreement shall control; and (c) each Party has expressly acknowledged that certain terms and conditions addressed in the Customer Rules may not be provided for or referred to in an Agreement, and, in such event, it is the intent of the Parties that such terms and conditions are not applicable to the Parties.

10.3 In the event a judicial, governmental, regulatory, or quasi-governmental decision or order, a new law or regulation, or a change in law or regulation (i) renders illegal or unenforceable the pricing (or components thereof) under an Agreement, or (ii) materially and directly adversely affects a Party's ability to perform its material obligations under an Agreement to the extent that the performance of such obligations would be illegal or unenforceable, then (except as to those events covered by Section 4.4 (a) hereof) the Party that is adversely affected shall have the right to notify the other Party, within forty-five (45) calendar days after becoming aware of such detrimental change. Upon any such notification, the Parties shall use commercially reasonable efforts to negotiate a modification of the Agreement so as to mitigate the impact of the event. If, after thirty (30) calendar days beyond the date of notice, the Parties have been unable to negotiate a mutually satisfactory modification to the terms of the Agreement, the adversely affected Party shall have the right to terminate the Agreement upon ten (10) calendar days prior written notice to the other Party, given within sixty (60) calendar days after the date of the original notice hereunder. In the event of such a termination, the Parties agree to settle as follows: (a) if Seller is the terminating Party, then if the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities (as defined in Section 6.2(a) above) is greater than the Contract Price, Seller shall pay to Buyer the product of (i) the Remaining Quantities multiplied by (ii) such market value minus the Contract Price; (b) if Buyer is the terminating Party, then if the Contract Price is more than the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities, then Buyer shall pay to Seller the product of (i)

the Remaining Quantities multiplied by (ii) the Contract Price minus such market value; provided, however, if the detrimental change results in both Parties being an adversely affected Party entitled to terminate the Agreement pursuant to this Section 10.3, then in the event of a termination under this Section 10.3, there shall be no settlement payment from one Party to the other with regard to the remaining unused Power quantities.

XI. INDEMNIFICATION.

11.1 As between the Parties, Buyer assumes full responsibility for electric energy on Buyer's side (downstream) of the TDSP Point of Delivery, and agrees to and shall indemnify, defend, and hold harmless Seller, its parent company and all of its affiliates (except any which may be the TDSP serving Buyer's Premise(s)), and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "**Seller Group**"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "**Claims**"), including Claims for personal injury, death, or damages to property, occurring on Buyer's side of the TDSP Point of Delivery, arising out of or related to electric power and energy and/or Buyer's performance under an Agreement.

11.2 As between the Parties, Seller assumes full responsibility for electric energy on Seller's side (upstream) of the Seller Point of Delivery, and agrees to and shall indemnify, defend, and hold harmless Buyer, its parent company and all of its affiliates, and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "**Buyer Group**"), from and against all Claims, including Claims for personal injury, death, or damages to property occurring on Seller's side of the Seller Point of Delivery, arising out of or related to electric power and energy and/or Seller's performance under an Agreement.

XII. MISCELLANEOUS.

12.1 **UCC. THE PARTIES AGREE THAT THE PROVISIONS OF ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) SHALL APPLY TO ALL AGREEMENTS HEREUNDER, IRRESPECTIVE OF WHETHER SUCH TRANSACTIONS ARE DEEMED TO BE A SALE OF GOODS OR THE PROVIDING OF A SERVICE; HOWEVER, IN THE EVENT OF A CONFLICT, THE TERMS AND PROVISIONS OF AN AGREEMENT SHALL CONTROL OVER THOSE CONTAINED IN THE UCC. NOTWITHSTANDING THE FOREGOING, THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL IMPLIED RIGHTS RELATING TO FINANCIAL ASSURANCES ARISING FROM SECTION 2-609 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) OR APPLICABLE CASE LAW APPLYING SIMILAR DOCTRINES, ARE HEREBY WAIVED.**

12.2 **Assignment.** Neither Party may assign an Agreement in whole or in part without first obtaining the other Party's prior written consent, which consent shall not be unreasonably withheld; provided that (a) Seller may, without obtaining Buyer's prior consent, assign an Agreement to any REP that has received all necessary ERCOT and PUCT approvals/certifications and (b) Seller will not withhold its consent if Buyer makes assignment to a party who in Seller's reasonable opinion is creditworthy. Any assignment of an Agreement by Buyer must be in conjunction with a conveyance of legal title (fee or leasehold, as the case may be) to all of the Premises to a single entity. Each Agreement shall inure to and be binding upon the Parties hereto, and their respective successors and assigns; provided that, if a Party makes an assignment of an Agreement in accordance herewith, the other Party hereby agrees that the assigning party is released from its future obligations under the Agreement.

12.3 **Entirety of Agreement.** The Parties each acknowledge that they are relying on their own judgment and it is their intention that each Agreement (i) shall contain all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of the electricity, and (ii) supersedes, and the Parties hereby expressly disclaim any reliance upon, all prior discussions and agreements between the Parties hereto, whether written or oral, as to the subject Premise(s). Both Parties have agreed to the wording of each Agreement and any ambiguities therein shall not be interpreted to the detriment of either Party merely by the fact that such Party is the author of the Agreement. An Agreement may not be modified or amended except in writing, duly executed by the Parties hereto.

12.4 **Waiver of Rights.** A waiver by either Party of any breach of an Agreement, or the failure of either Party to enforce any of the terms and provisions of an Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

12.5 **Third Party Beneficiary/Rights.** Nothing in an Agreement shall create, or be construed as creating, any express or implied benefits or rights in any person or entity other than the Parties.

12.6 **Survival.** No termination or cancellation of an Agreement, and/or this Base Contract, will relieve either Party of any obligations under an Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties, obligations to pay for Power consumed, obligations for any breaches of contract, and obligations of indemnity.

12.7 **Confidentiality.** Seller and Buyer agree to keep all terms and provisions of each Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make such disclosures, if any, to governmental agencies and to its own agents, attorneys, auditors, accountants and shareholders as may be reasonably necessary. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall resist disclosure through all reasonable means and shall immediately notify the other Party to

allow it the opportunity to participate in such proceedings.

12.8 Forward Contract. Each Agreement constitutes a "forward contract" as defined in Section 101(25) of the U.S. Bankruptcy Code ("Bankruptcy Code"). The Parties agree that (a) Seller is a "forward contract merchant" as defined in Section 101(26) of the Bankruptcy Code, (b) the termination rights of the Parties will constitute contractual rights to liquidate transactions, (c) any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code, and (d) Sections 362, 546, 553, 556, 560, 561 and 562 of the Bankruptcy Code shall apply to the Parties.

12.9 Representations and Warranties. Buyer hereby represents and warrants to Seller as follows: (a) Buyer is legally authorized to change the REP for all of the Premises, (b) Buyer's execution and delivery of an Agreement does not, and the performance by Buyer of its obligations thereunder will not, violate any contract or agreement to which Buyer is a party or pursuant to which its assets are bound, and (c) each Agreement is a valid and binding obligation of Buyer, enforceable against it in accordance with its terms. Upon execution of each Agreement, Buyer authorizes Seller to become Buyer's REP for the Agreement Term as to the Premise(s) covered by such Agreement and to act as Buyer's agent for the sole purpose of effecting any such change in REP, if necessary. If any of Buyer's representations or warranties hereinabove are untrue when made or fail to be true at all times during the Agreement Term, Buyer shall indemnify, defend, and hold Seller harmless from and against any third party claims (and related costs and expenses) arising out of or relating thereto.

12.10 Further Assurances. Buyer and Seller agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party, which are not inconsistent with the provisions of an Agreement and which do not involve the assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.

12.11 Headings. The headings included throughout this Base Contract are inserted solely for convenience and reference purposes only and shall not be construed or considered in interpreting any terms or provisions of an Agreement.

12.12 Severability. If any provision in an Agreement is determined to be invalid, void, or unenforceable by any governmental authority having jurisdiction, then such determination will not invalidate, void, or make unenforceable any other provision or covenant in the Agreement.

12.13 Applicable Law. ALL AGREEMENTS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES WHICH OTHERWISE MIGHT BE APPLICABLE. THE PARTIES RECOGNIZE THAT THE AGREEMENTS ARE PERFORMABLE IN PART IN DALLAS COUNTY.

12.14 Dispute Resolution. PURSUANT TO THE FEDERAL ARBITRATION ACT, THE PARTIES HEREBY AGREE THAT ANY CONTROVERSY, CLAIM OR ALLEGED BREACH, INCLUDING BUT NOT LIMITED TO TORTS AND STATUTORY CLAIMS, ARISING OUT OF OR RELATED TO AN AGREEMENT OR THE NEGOTIATION OF AN AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION CONDUCTED UNDER THE AMERICAN ARBITRATION ASSOCIATION ("AAA") COMMERCIAL ARBITRATION RULES. DEMAND FOR ARBITRATION MUST BE MADE NO LATER THAN THE TIME THAT SUCH ACTION WOULD BE PERMITTED UNDER THE APPLICABLE TEXAS STATUTE OF LIMITATION. ANY DISPUTES REGARDING THE TIMELINESS OF THE DEMAND FOR ARBITRATION SHALL BE DECIDED BY THE ARBITRATOR(S). JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF IN ORDER TO OBTAIN COMPLIANCE THEREWITH. ANY CASE IN WHICH ANY CLAIM, OR COMBINATION OF CLAIMS, EXCEEDS \$500,000 WILL BE DECIDED BY THE MAJORITY OF A PANEL OF THREE (3) NEUTRAL ARBITRATORS. IN RENDERING THE AWARD, THE ARBITRATOR(S) WILL DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES ACCORDING TO THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES). ANY DISCOVERY IN ADVANCE OF THE ARBITRATION HEARINGS SHALL BE CONDUCTED CONSISTENT WITH THE DISCOVERY PERMITTED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE; PROVIDED, HOWEVER, EACH PARTY SHALL BE ENTITLED TO: NO MORE THAN 5 DEPOSITIONS OF NO MORE THAN 5 HOURS EACH PER SIDE, NO MORE THAN 1 WRITTEN SET OF NO MORE THAN THIRTY (30) INTERROGATORIES, AND NO MORE THAN FIFTY (50) REQUESTS FOR PRODUCTION, UNLESS THE MAJORITY OF THE ARBITRATORS GRANT THE PARTIES THE RIGHT TO ADDITIONAL DISCOVERY. THE ARBITRATION PROCEEDINGS AND HEARINGS WILL BE CONDUCTED IN DALLAS, TEXAS OR AT SUCH OTHER PLACE AS MAY BE SELECTED BY MUTUAL AGREEMENT. EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES (INCLUDING ATTORNEY FEES), AS WELL AS AN EQUAL SHARE OF THE ARBITRATORS' FEES AND ADMINISTRATIVE FEES OF ARBITRATION. NO PARTY OR ARBITRATOR(S) MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES.

12.15 Contract Execution; Counterparts; Original Documents. Each Party agrees that each Agreement, as well as any amendments thereto, may be executed by written or electronic signature and may be delivered in multiple counterparts by facsimile or other electronic transfer of an originally signed document, each of which will be as binding on the Party or Parties as an original document. Each Party understands and agrees that such facsimiles or other electronic transmissions shall be deemed to constitute the original of such documents, and that any objections that they do not constitute the "best evidence" of the documents, or that they do not comply with the "Statute of Frauds," as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived.

by the Parties.

12.16 Telephonic Recording of Transactions. Buyer and Seller agree that they may enter into a Transaction Confirmation, or any price conversion (if applicable) thereunder, through their oral or written agreement. Buyer and Seller hereby consent to the creation of an audio tape or other electromagnetic recording (each, a "**Recording**") of all telephone conversations between the Parties. Buyer and Seller agree that Recordings shall be retained in confidence, secured from improper access, and may be introduced in any proceeding relating to such transaction hereunder as evidence of the terms of such transaction. Buyer and Seller agree and hereby waive any further notice of Recordings. Without limiting the foregoing, Buyer and Seller further waive any objections to the validity or enforceability of such Recordings for the purposes recited above, based upon: (a) whether certain agreements are to be in writing or signed by the Party bound thereby, or (b) the admissibility of the terms of a transaction into evidence in any dispute between the Parties under the applicable rules of evidence. Seller will provide Buyer written terms for each such transaction confirmed via a Recording. Buyer agrees to promptly review such written terms and notify Seller of disagreement therewith. If there is a conflict between the terms as quoted and agreed upon in the Recording and such written terms, the Recording shall control.

12.17 Termination of Base Contract. Either Party may terminate this Base Contract at any time by providing at least 30 days prior written notice to the other Party; provided, however, in no event shall any such termination take effect until the termination or expiration of all Agreements hereunder.

12.18 Prior Base Contract(s). This Base Contract for Supply of Electricity shall supersede and replace any Base Contract for Supply of Electricity between the parties dated prior to the date of this Agreement.

The Parties have signed this Base Contract for Supply of Electricity document, acknowledging their agreement to its provisions as of November 13, 2025.

CITY OF ALPINE By: Its General Partner	TXU ENERGY RETAIL COMPANY LLC
By: 	By: 
Name: Geoffrey E. Calderon	Name: Jason Schultz
Title: INTERIM CITY MANAGER	Title: Director-Large Business Markets
"Buyer"	"Seller"



**GOVERNMENTAL ADDENDUM TO THE
BASE CONTRACT FOR SUPPLY OF ELECTRICITY ("BASE CONTRACT")**

I. The following new definitions are hereby added to Section I of the Base Contract, to be inserted in alphabetical order, as applicable:

"Code" means the following:

For local governmental entities, Texas Local Government Code, Title 8, Chapter 271, Subchapter I, Sections 271.151 through 271.160, and any amendments thereto; and

For state governmental entities, Texas Government Code, Title 10, Chapter 2260, and any amendments thereto.

"Covered Contract" means the following:

For local governmental entities, a "Contract subject to this subchapter," as such phrase is defined in Section 271.151(2) of the Code; and

For state entities, a "Contract," as such phrase is defined in Section 2260.001(1) of the Code.

II. Section 4.1 of the Base Contract shall be deleted in its entirety and replaced with the following:

Seller will invoice Buyer for the Charges listed in the applicable Transaction Confirmation for Power delivered to the Premise(s) during each monthly billing cycle of the Agreement Term. Following receipt of such invoice, Buyer shall pay Seller the Charges identified on each invoice on or before the end of the time period listed in Article III ("Billing") of the applicable Transaction Confirmation. Buyer shall notify Seller in writing on or before the due date if Buyer is withholding payment of any disputed portion of the Charges and shall include a list of specific reasons for the dispute; provided, however, that the undisputed portions of the Charges shall remain due and payable on the due date. If Buyer gives such notice of dispute, the Parties shall pursue diligent, good faith efforts to resolve the dispute during the thirty (30) calendar days following Seller's receipt of the notice. Any amount found payable (including interest) shall be paid within fifteen calendar days of the dispute being resolved. If the Parties are unable to resolve the dispute during the thirty (30) day period and it is subsequently determined that Buyer should pay Seller all or part of the disputed amount, Seller may require that Buyer pay interest on such past due amount from the date such payment was originally due until the same is paid. All past due amounts shall accrue interest at a rate equal to the lesser of (i) one percent (1%) above the "Prime Rate" as published on the first business day of July of Buyer's preceding fiscal year that does not fall on a Saturday or Sunday in the Wall Street Journal under "Money Rates" or an appropriate substitute should such rate cease to be published, or (ii) the highest rate allowed by law, from the date the payment was originally due until paid (including accrued interest).

III. The following Section 4.5 shall be added to Article IV of the Base Contract:

4.5 If Buyer notifies Seller in writing of a justifiable concern regarding the accuracy of an invoice, Seller will make the records in its possession that are reasonably necessary to verify the accuracy of the bill available to Buyer during normal business hours. It is understood and agreed that such information and records provided under this Section 4.5 constitute Seller's proprietary and confidential information, the release of which could hinder or harm Seller's competitive position; therefore, such information and records are not intended to be subject to disclosure under the Texas Public Information Act (TPIA) and shall not be released by Buyer, unless (a) otherwise determined by the Texas Attorney General or a court of competent jurisdiction; or (b) prior written approval is obtained from Seller. In the event that Buyer receives a request pursuant to the TPIA that encompasses information or records provided by Seller under this Section 4.5, Buyer shall notify Seller of such request within ten (10) days of receipt. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the TPIA or another provision of law, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge is finally denied. All information and records provided hereunder constitute Seller's property and such information, records, and copies thereof, as well as all notes taken therefrom, shall be returned to Seller promptly after the resolution of the concerns regarding the accuracy of the invoice.

IV. The following Section 4.6 shall be added to Article IV of the Base Contract:

4.6 Buyer represents and warrants that as a political subdivision or agency of the State of Texas, it is exempt from state sales taxes pursuant to Section 151.309 of the Texas Tax Code. Seller may request a certificate of exemption from Buyer, and Buyer shall provide such certificate within a reasonable period of time. Thereafter, Seller, to the extent that it is not required to collect or pay such taxes, will not flow through the costs of such taxes hereunder to Buyer.

V. The following Sections 6.3 and 6.4 shall be added to Article VI of the Base Contract

6.3 The Parties agree that if (i) Buyer is unable to allot or appropriate sufficient funds for Buyer's fiscal year(s) that follow the initial fiscal year of an Agreement Term to continue the purchase of the total quantity of electricity covered by the Agreement, and (ii) otherwise has no legally available funds for the purchase of electricity, Buyer may terminate the Agreement at the end of Buyer's

then current fiscal year by (a) giving Seller ninety (90) calendar days written notice to Seller and (b) enclosing therewith a sworn statement that the foregoing conditions exist. In this sole event, Buyer shall not be obligated to make contract payments under the Agreement beyond the end of the then current fiscal year. Notwithstanding the foregoing, Buyer covenants and represents to Seller that upon the execution of each Agreement (a) Buyer has budgeted and has available sufficient funds to comply with its obligations under the Agreement for the current fiscal year, (b) there are no circumstances presently affecting Buyer that could reasonably be expected to adversely affect its ability to budget funds for the payment of all sums due under the Agreement, (c) Buyer believes that funds can be obtained in amounts sufficient to make all contract payments during the full Agreement Term and intends to make all required contract payments for the full Agreement Term, (d) Buyer covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which contract payments may be made, specifically, including in its annual budget requests amounts sufficient to make contract payments for the full Agreement Term, (e) Buyer will not give priority in the appropriation of funds for the acquisition or use of additional energy services, (f) if any funds are appropriated for electricity costs, such funds shall be applied first to the cost of electricity to be provided pursuant to the Agreement and that any such funds shall not be used to pay for electric power from any other electric power provider for the accounts covered in the Agreement, and (g) Buyer agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to appropriate. As of the termination date of an Agreement under this Section 6.3, Seller shall have no further duty to supply electricity to Buyer under such Agreement and Buyer shall move service for Buyer's Premises to another REP or the POLR on the date of termination for non-appropriation.

6.4 If Buyer uses its inherent powers as a governmental entity under the provisions of Articles VII, X, or in any other manner to circumvent the intent or terms and provisions of the Agreement, Buyer shall be responsible for contract damages caused by such action.

VI. Section 8.2 of the Base Contract shall be deleted in its entirety and replaced with the following:

ANY LIABILITY UNDER AN AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH AN AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE. ANY PAYMENT TO WHICH SELLER IS ENTITLED UNDER AN AGREEMENT SHALL CONSTITUTE A BALANCE DUE AND OWED UNDER THE AGREEMENT.

VII. Article X of the Base Contract is hereby amended for local and state governmental entities to add a new Section 10.4 to read in its entirety as follows:

10.4 The Parties hereby acknowledge and agree that each Agreement is a Covered Contract subject to all provisions of the Code (unless preempted by other applicable law), that Buyer is either a local governmental entity or a unit of state government, each as defined in the Code, with the authority to enter into each Agreement, and that each Agreement will be properly approved and executed. By signing and entering into this Contract, Seller verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

VIII. Article XI of the Base Contract shall be retitled "Responsibility" and Sections 11.1 and 11.2 thereof shall be deleted in their entirety and replaced with the following:

11.1 As between the Parties, Buyer assumes full responsibility for electric energy on Buyer's side (downstream) of the TDSP Point of Delivery, and agrees to the full extent allowed by law, to and shall hold harmless Seller, its parent company and all of its affiliates (except any which may be the TDSP serving Buyer's Premise(s)), and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (collectively referred to as "Seller Group"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (collectively referred to as "Claims"), including Claims for personal injury, death, or damages to property, occurring on Buyer's side of the TDSP Point of Delivery, arising out of or related to the electric power and energy and/or Buyer's performance under an Agreement.

11.2 As between the Parties, Seller assumes full responsibility for electric energy on Seller's side (upstream) of the Seller Point of Delivery, and agrees to and shall hold harmless Buyer, its officials, associates, employees, servants, and agents (collectively referred to as "Buyer Group"), from and against all Claims, including Claims for personal injury, death, or damages to property occurring on Seller's side of the Seller Point of Delivery, arising out of or related to the electric power and energy and/or Seller's performance under an Agreement.

IX. The following shall be added to the end of Section 12.4 of the Base Contract:

Except to the extent necessary to enforce Seller's rights under an Agreement and to the extent allowed by law, including but not limited to the Code, nothing in the Agreement shall constitute or be interpreted to constitute a waiver of Buyer's statutory and common-law immunity defenses, including sovereign and/or governmental immunity and qualified and/or official immunity; it being intended that such immunities shall in all respects be preserved except as otherwise provided herein.

X. Sections 12.6 and 12.7 of the Base Contract shall be deleted in their entirety and replaced with the following:

12.6 Survival. No termination or cancellation of an Agreement will relieve either Party of any obligations under the Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties, obligations to hold harmless, obligations to pay for electricity taken, and obligations for any breaches of contract.

12.7 Confidentiality. Seller acknowledges that Buyer is a governmental body that is subject to the TPIA, which requires Buyer to release upon request any information that is defined as public absent a ruling from the Texas Attorney General's Office. Subject to the TPIA or any other court order, rule or regulation requiring disclosure, Buyer agrees to keep all terms and provisions of each Agreement, and any information and records in Buyer's possession that are provided under each Agreement, confidential and not to disclose the terms of the same to any third parties without the prior written consent of Seller. It is understood and agreed that the foregoing constitutes proprietary and confidential information of Seller, the release of which could hinder or harm Seller's competitive position, and therefore is not intended to be subject to disclosure under the TPIA and shall not be released by Buyer, unless (a) determined otherwise by the Texas Attorney General or a court of competent jurisdiction; or (b) prior written approval is obtained from Seller. In the event that Buyer receives a request pursuant to the TPIA that encompasses the foregoing information, Buyer shall notify Seller of such request within ten (10) days of receipt. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the TPIA or another provision of law, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge has been finally denied.

XI. The last sentence of Section 12.9 of the Base Contract shall be deleted and replaced with the following:

Buyer hereby further represents and warrants to Seller that (a) Buyer is authorized by statute or the constitution to enter into each Agreement, (b) the Agreement has been properly approved and executed, and (c) Buyer's governing body meets more frequently than once per month and will continue to do so throughout each Agreement Term. If any of Buyer's representations or warranties are untrue when made or fail to be true at all times during an Agreement Term, Buyer shall bear full responsibility for all resulting costs and damages.

XII. Section 12.14 of the Base Contract shall be deleted in its entirety and replaced with the following:

For state governmental entities: Unless preempted by other applicable law, the dispute resolution process provided for in the Code shall be used by Buyer and Seller to resolve any dispute arising under an Agreement. The dispute resolution process provided for in the Code shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Seller under the Agreement. If Seller's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in the Code. To initiate the process, Seller shall submit written notice, as required by subchapter B of the Code, to Buyer in accordance with the notice provisions in the Agreement. Compliance by Seller with the Code is a condition precedent to the filing of a contested case proceeding under the Code.

The contested case process provided in the Code is Seller's sole and exclusive process for seeking a remedy for an alleged breach of an Agreement by Buyer if the Parties are unable to resolve their disputes in the ordinary course of business. Compliance with the contested case process provided in the Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of an Agreement by Buyer nor any other conduct of any representative of Buyer relating to the Contract shall be considered a waiver of sovereign immunity to suit.

For local and county governmental entities: [Intentionally Deleted]

XIII. The following shall be added to the end of Section 12.16 of the Base Contract:

It is understood and agreed that each Recording constitutes proprietary and confidential information of Seller, the release of which could hinder or harm Seller's competitive position. In the event that any Recording is subject to a request for information under the TPIA, such Recording shall be subject to the same confidentiality requirements set forth in Section 12.7 of this Base Contract.

XIV. A new Section 12.19 of the Base Contract is hereby added to read in its entirety as follows:

12.19 Attorneys' Fees. In any litigation to enforce the terms of an Agreement, the prevailing party is entitled to recover its reasonable and necessary attorneys' fees from the non-prevailing party.

[End of Addendum]

Transaction Confirmation for Supply of Electricity

Quote Number:	S0797412	Product:	Fixed Price Load Zone Unlimited Swing		
Business Partner #:	0020384849				
Buyer:	City of Alpine 100 N. 13th Street ALPINE, TX 79830		Seller:	TXU Energy Retail Company LLC REP Certification No. 10004 6555 Sierra Drive 1-W-1 Irving, Texas 75039 Attn: Retail Contract Administration	
Phone:	915-837-3301	Fax:		Phone:	866-576-6745
				Fax:	972-556-6108

I. TERM

Primary Term: The Primary Term for each Premise will begin on the first meter read, and end on the first regularly scheduled meter read, for each Premise occurring on or after the dates listed below in compliance with the Base Contract for Supply of Electricity.

Primary Term Start Date: December 01, 2025

Primary Term End Date: November 30, 2026

II. CHARGES

Amount (Monthly Charges will be the total of the items listed in this Article II.)

i. All kWh Charge (the per kWh "Contract Price")

\$0.0786617 per kWh

The All kWh Charge includes charges for the commodity (including the price impact, if any, resulting from the implementation of the Operating Reserve Demand Curve ("ORDC")), Energy (shaped), Ancillary Services, Qualified Scheduling Entity Charges, Renewable Energy Credit Charges, Reliability Must Run ("RMR"), Must-Run Alternative ("MRA"), Reliability Unit Commitment ("RUC"), Line Losses (TDSP), Market Clearing Price for Capacity, ERCOT Administration Fee/ISO Fees, and Unaccounted for Energy ("UFE") as defined and specified in the ERCOT Protocols and the applicable TDSP's Tariff in effect as of the date of this Agreement. For the avoidance of doubt, the charges for MRA and RMR are as of the execution date of this Agreement. It will also include the settlement charges for Congestion to the applicable ERCOT Load Zone.

ii. Excess Usage

Not Applicable

iii. Under Usage

Not Applicable

iv. Standing Charge

The sum of the Monthly Standing Charges for all ESI IDs as listed in Exhibit A.

v. Other Charges

Varies by ESI ID throughout the Term. All charges, other than those listed above or below, imposed upon Seller or Buyer by the TDSP or another Party that are allowed or required by the PUCT, ERCOT, or any other governmental or regulatory authority, on or with respect to the acquisition, sale, delivery, and purchase of the Power.

vi. Taxes

Varies by ESI ID throughout the Term. All taxes imposed by any governmental or regulatory authority on the acquisition, sale, delivery, and purchase of the Power. Includes, but is not limited to, Seller's Texas Gross Receipts Tax and Public Utility Commission Assessment on the acquisition, sales, delivery, or purchase of the Power.

vii. Aggregator/Third Party Fee

\$0.0000000 per kWh. Buyer represents that it has not entered into any contract, arrangement or understanding with any person that may result in the obligation of Buyer or Seller to pay any finders fees, broker or agent commissions or other like payments in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby. If any such fees, commissions or payments are alleged to exist or be owing, Buyer shall be responsible for all such fees, commissions and payments, and shall indemnify and hold harmless Seller from and against all costs, expenses, damages, liabilities and other charges incurred by Seller in connection with disputing and resolving any such claims.

III. BILLING

Payment Terms: Net 15 days from the date of the invoice via Check

IV. SPECIAL PROVISIONS

INITIAL SECURITY:

An initial cash deposit in the amount of \$0.00 is required within ten (10) days from the issuance date of the invoice for the deposit. Once received, the cash deposit may be replaced by a surety bond, or an irrevocable letter of credit either of which shall be (i) in a form reasonably acceptable to Seller, (ii) from an institution reasonably acceptable to Seller, and (iii) in the same dollar amount as the cash deposit. The security shall remain in effect until at least two (2) months after the Primary Term End Date.

REMEDIES UPON TERMINATION:

Section 6.1 of the Base Contract shall be replaced with the following provisions with respect to this Agreement for the term of this Agreement:

6.1 A "Material Breach" of an Agreement means: (a) the failure of either Party to make any payment due to the other Party pursuant to the terms of such Agreement when such failure is not cured within 10 calendar days following written notice of such failure describing the breach in reasonable detail; (b) the failure of a Party to comply with any other material term of such Agreement when such failure is not cured within 30 calendar days following written notice of such failure describing the breach in reasonable detail; (c) a Party becomes or declares that it is bankrupt, or becomes or declares that it is the subject of any proceedings, or takes any action whatsoever, relating to its bankruptcy or liquidation, or is not generally paying its debts as they become due; (d) Buyer enters into another electricity supply agreement, with another party, that covers any Premise(s) during a time when such Premise(s) is covered by such Agreement; (e) Buyer sells, leases, closes or otherwise conveys or assigns any of the Premise(s) under such Agreement, except as allowed under Article IV ("Special Provisions") of the applicable Transaction Confirmation, or Article V ("Addition and Removal of Premises") or Section 12.2 ("Assignment") hereof; (f) Buyer's total monthly usage ever decreases to a de minimis amount or fails to exceed a de minimis amount for reasons other than Force Majeure or Seller's breach; (g) any representation of a Party hereunder is not true and correct in all material respects as of the date an Agreement is entered into; or (h) the failure of Buyer to timely pay security to Seller as may be required hereunder. In the event of a Material Breach of an Agreement by either Party, the non-breaching Party may, in its sole discretion, and without prejudice to any other rights under such Agreement, at law or in equity, immediately terminate the Agreement.

ADDITION AND REMOVAL OF PREMISES:

Sections 5.1 and 5.2 of the Base Contract shall be replaced with the following provisions with respect to this Agreement for the term of this Agreement:

5.1 (a) Buyer shall have the limited right to add ESI IDs to, or delete some but not all ESI IDs from, this Agreement. The addition and deletion of ESI IDs will be done without modifying the aggregated quantities of electricity set forth on Exhibit A-1, until the cumulative total quantities of electricity attributable to all such additional and/or deleted ESI ID(s) equal five percent (5%) of the aggregated quantities originally listed on Exhibit A-1 for the Primary Term of the Agreement (the "Add/Delete Tolerance Range"). Buyer may make a request to add ESI IDs once per business day as a single combined addition request, and Buyer may make a request to delete ESI IDs once per business day as a single combined deletion request. In either such event, in order to initiate either the addition or the deletion of ESI IDs from this Agreement, Buyer shall submit its request to Seller with as much prior notice as is practicable, using Seller's then current form for such request. Seller shall reasonably determine the quantities of electricity that are applicable to each added or deleted ESI ID, and Seller will examine all requests in order to determine whether the request(s) is within the Add/Delete Tolerance Range. There shall not be any "netting" of additions and deletions; each request to either add or delete shall be a separate request. Exhibit A shall be deemed modified to reflect the addition and/or deletion of such ESI IDs. Buyer's sending of a request to Seller to add or delete ESI IDs shall be considered Buyer's authorization to charge the cost of the request, as provided below, once Buyer has reached the Add/Delete Tolerance Range as the result of ESI ID additions and/or deletions.

(b) Once Buyer has reached the Add/Delete Tolerance Range as the result of ESI ID additions and/or deletions, with regard to (i) any future ESI ID addition(s) and (ii) if applicable, any portion of the addition request that caused Buyer to exceed the Add/Delete Tolerance Range, Seller shall have the right to charge Buyer up to the total cost of such request, i.e., the positive amount, if any, calculated as follows: [(the kWh amount of the quantities of electricity attributable to the ESI ID addition request, the "ESI ID Additional Quantities") multiplied by (the then current market based pricing per kWh as reasonably determined by Seller, minus the contract price per kWh according to the Agreement)] (the "ESI ID Addition Payment"). Upon being invoiced by Seller, Buyer shall pay such amount to Seller within twenty (20) calendar days. Exhibits A and A-1 shall be deemed modified to reflect the addition of such ESI IDs and associated electricity quantities. Any ESI IDs and associated ESI ID Additional Quantities added hereunder to this Agreement shall be subject thereafter to the contract pricing, monthly contract usage tolerances and other provisions of this Agreement.

(c) Once Buyer has reached the Add/Delete Tolerance Range as the result of ESI ID additions and/or deletions, then with regard to (i) any future ESI ID deletion(s) and (ii) if applicable, any portion of the deletion request that caused Buyer to exceed the Add/Delete Tolerance Range:

1. In the event a new owner or lessee of a Premise (i) is willing to sign a new Agreement with Seller for such Premise using Seller's then standard form of contract with the same pricing as this Agreement, (ii) is deemed creditworthy in Seller's reasonable opinion, and (iii) the new owner or lessee and Seller can legally enter into such Agreement in accordance with

the rules and regulations of the PUCT, then, provided that such new Agreement is fully executed between the new owner or lessee and Seller, the Premise (and the associated ESI IDs and electricity quantities) will be deleted from this Agreement and Buyer will not owe any compensation to Seller with respect to such deletion (a "Premise Buyout"); otherwise,

2. Seller shall have the right to charge Buyer up to the total cost of such request, i.e., the positive amount, if any, calculated as follows: [(the kWh amount of the quantities of electricity attributable to the ESI ID deletion request, the "ESI ID Liquidated Quantities") multiplied by (the Contract Price per kWh that Buyer would have paid for the ESI ID Liquidated Quantities through the end of the Agreement Term according to this Agreement, minus ninety-five percent (95%) of the then current market value as reasonably determined by Seller)] (the "ESI ID Liquidation Payment"). Upon being invoiced by Seller, Buyer shall pay the amount of the ESI ID Liquidation Payment to Seller within twenty (20) calendar days.

In either event, Exhibits A and A-1 shall be deemed modified to reflect the deletion of such ESI IDs and associated electricity quantities.

Notwithstanding the above paragraphs, Buyer will owe Seller settlement costs, if any, for RECs and/or EFECs added or removed due to the addition or deletion of one or more Premises as outlined in Sections 5.1 and 5.2 of the Base Contract using the current market price for RECs and/or EFECs. Any settlement costs owed for RECs and/or EFECs will be billed in accordance with Article V of the Base Contract.

EXECUTION:

Buyer and Seller each agree that this Transaction Confirmation may be executed by written or electronic signature and may be delivered by facsimile or other electronic transfer in multiple counterparts, each of which will be as binding on the Buyer or Seller as an original document. Buyer and Seller each understand and agree that such facsimiles or other electronic transmissions shall be deemed to constitute the original of such documents, and that any objections that they do not constitute the "best evidence" of the documents, or that they do not comply with the "Statute of Frauds," as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived by the Buyer and Seller.

V. BASE CONTRACT

Buyer acknowledges that it has previously been furnished with a Base Contract for Supply of Electricity ("Base Contract"), which is an integral part of the Agreement to which this Transaction Confirmation applies. In the event that Buyer has not executed the Base Contract as of the time of Buyer's execution of this Transaction Confirmation, then Buyer's execution of this Transaction Confirmation shall be deemed to be Buyer's ratification, adoption and acceptance of the Base Contract as last provided by Seller. Exhibits A & A-1 and other attachments, as applicable, are incorporated herein by reference.

Buyer Legal Name: City of Alpine a Texas political subdivision	Seller Legal Name: TXU Energy Retail Company LLC, a Texas limited liability company
By (Name of General Partner or Agent if applicable): Its General Partner	
Buyer Signature: 	Seller Signature: 
Officer's Printed Name: GEORGE R. CALDERON	Officer's Printed Name: Jason Schultz
Title: INTERIM CITY MANAGER	Title: Director-Large Business Markets
Date: 11/14/2025	Date: 11/14/2025



Exhibit A – Point of Delivery Listing



Legal Name: City of Alpine

Quote: S0797412

TDSP	ESI ID	ESI Address	Congestion Zone	Meter Cycle	Special Start Date	Special End Date	Profile	Meter Type	Standing Charge	ESI Peak KW
AEP TEXAS NORTH COMPANY	10204049741256308	944 STREETLIGHT STLG A70HPS ALPINE TX 79830-4537	West	21			NM_LIGHT	NIDR	0	0
AEP TEXAS NORTH COMPANY	1020404972603693	1502 FIGHTING BUCK AVE ODLT 90LPS ALPINE TX 79830-4513	West	10			NMLIGHT	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049724510997	100 W HOLLAND AVE ALPINE TX 79830-4633	West	03			BUSLOLF	NIDR	0	16
AEP TEXAS NORTH COMPANY	10204049722131491	4101 N STATE HIGHWAY 118 UNIT OFC ALPINE TX 79830-4513	West	14			BUSLOLF	NIDR	0	6
AEP TEXAS NORTH COMPANY	10204049725488860	SUNNY GLN BOOSTER 2 ALPINE TX 79830	West	15			BUSMEDLF	NIDR	0	39
AEP TEXAS NORTH COMPANY	10204049726506467	1502 FIGHTING BUCK AVE UNIT SPKLOT ALPINE TX 79830	West	05			BUSNODEM	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049747615600	309 W SUL ROSS AVE UNIT CITYH ALPINE TX 79830-4513	West	17			BUSMEDLF	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049723515408	309 W SUL ROSS AVE ALPINE TX 79830-4513	West	17			BUSMEDLF	NIDR	0	24
AEP TEXAS NORTH COMPANY	10204049708060218	11 SUNNY GLN ALPINE TX 79830-1002	West	15			BUSNODEM	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049793318841	4125 N HIGHWAY 118 ODLT 90LPS ALPINE TX 79830-4513	West	10			NMLIGHT	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049701487265	10 SUNNY GLN ALPINE TX 79830-1002	West	16			BUSNODEM	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049777192491	104 W SUL ROSS AVE ALPINE TX 79830-4621	West	04			NMLIGHT	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049754832030	399 S 11TH ST ALPINE TX 79830-6007	West	10			NM_LIGHT	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049744469710	4125 N HIGHWAY 118 UNIT AIRPORT ALPINE TX 79830-4513	West	14			BUSLOLF	NIDR	0	7
AEP TEXAS NORTH COMPANY	10204049748322370	309 W SUL ROSS AVE UNIT CS ALPINE TX 79830-4513	West	14			BUSNODEM	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049701852886	414 E HENDRYX AVE ALPINE TX 79830	West	14			BUSMEDLF	NIDR	0	1
AEP TEXAS NORTH COMPANY	10204049725523463	707 S 9TH ST ALPINE TX 79830-6100	West	10			NMLIGHT	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049732516806	204 W ARCADIA ST	West	08			BUSNODEM	NIDR	0	0

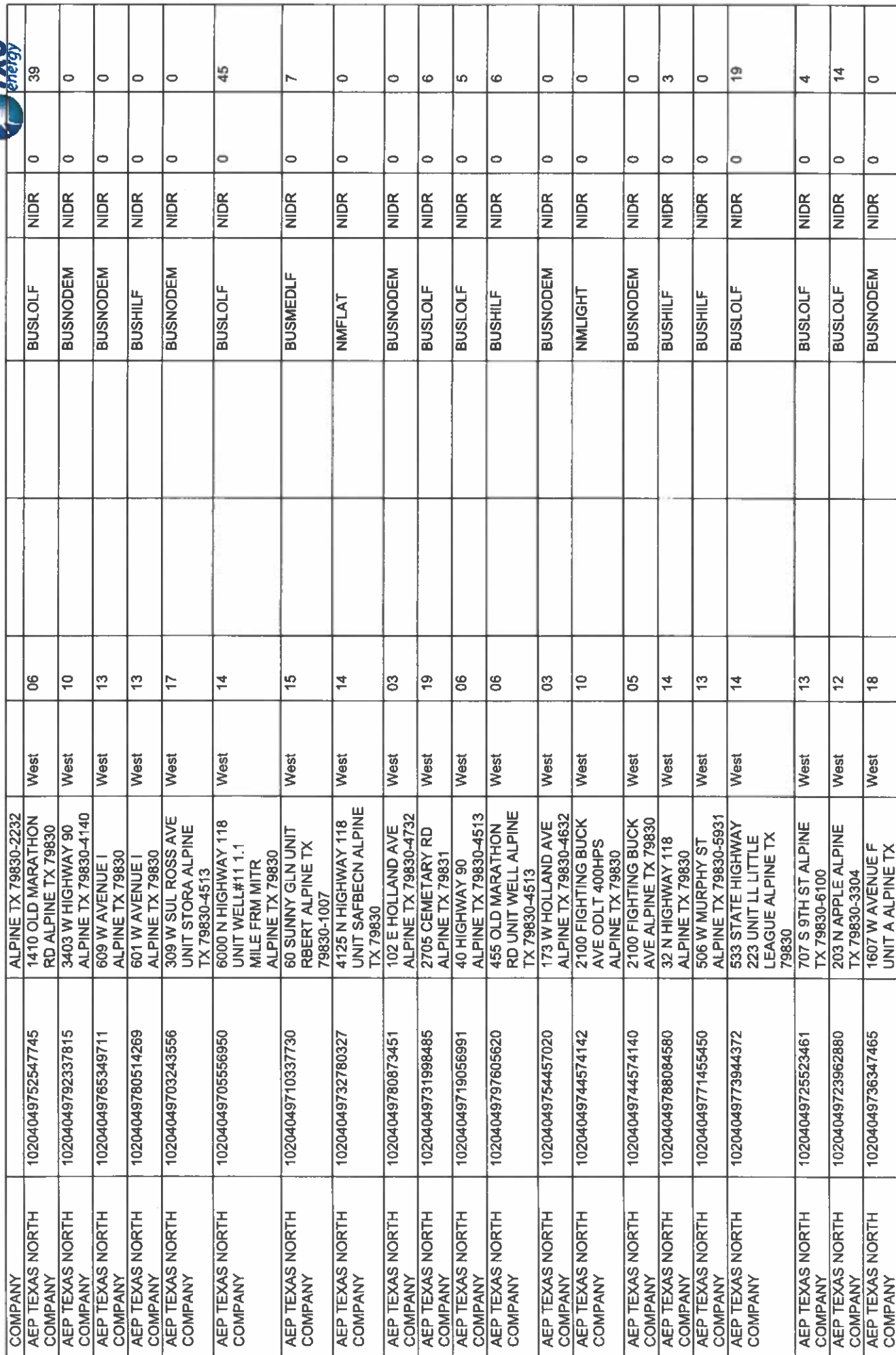
City of Alpine-S0797412-TXU BCTC AutoGen

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CONFIDENTIAL

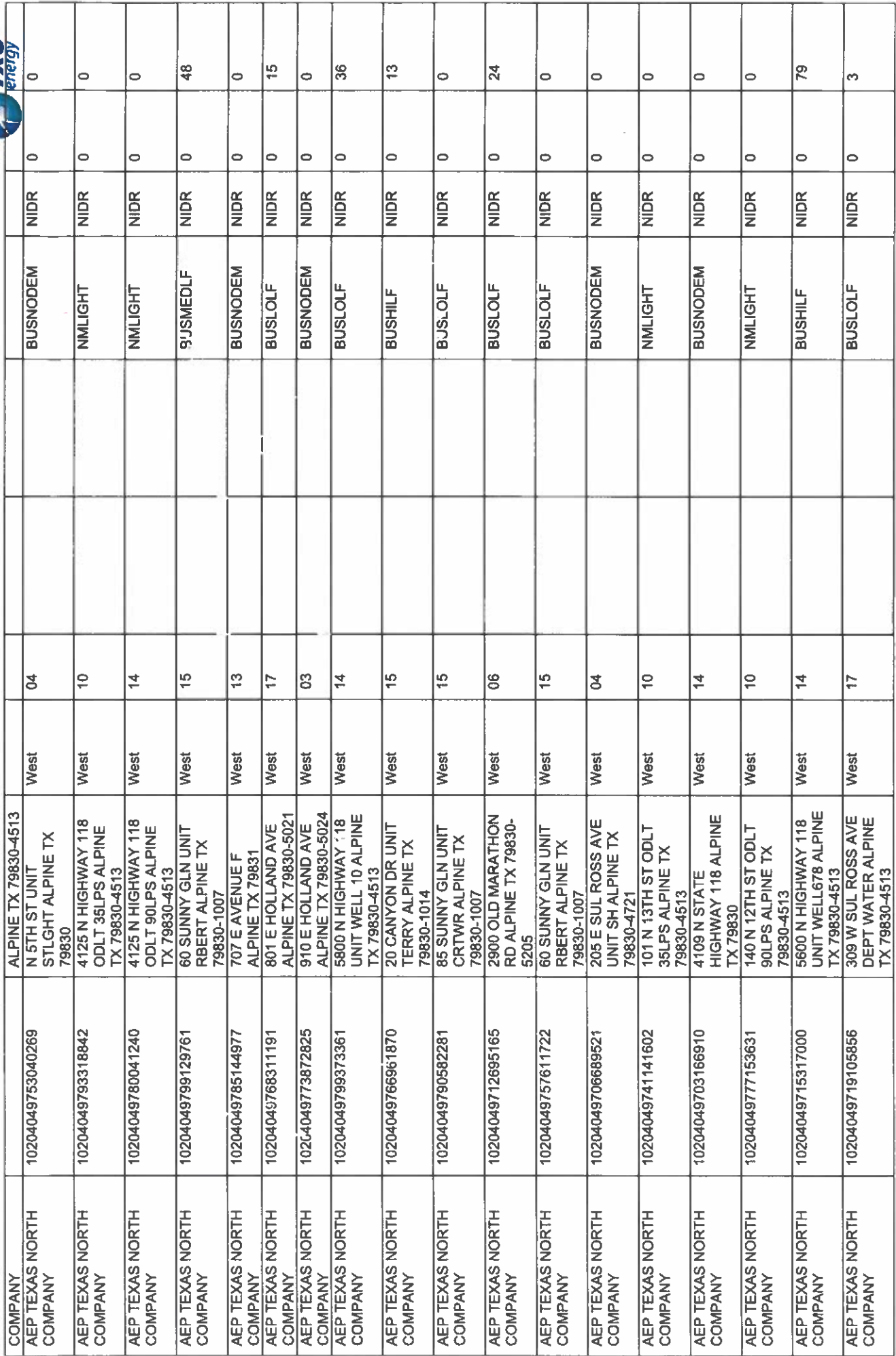
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Version: FIXED Unlimited Load Zone





AEP TEXAS NORTH COMPANY	10204049797613511	79830-5430 50 SUNNY GLN UNIT WELL ALPINE TX 79830-1007	West	15			BUSHILF	NIDR	0	25
AEP TEXAS NORTH COMPANY	10204049776301941	8 N HIGHWAY 118 ALPINE TX 79830	West	14			BUSNODEM	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049709418577	397 S 11TH ST ALPINE TX 79830-6007	West	13			BUSLOLF	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049706865250	31 N HIGHWAY 118 ALPINE TX 79830	West	14			BUSNODEM	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049792603692	1502 FIGHTING BUCK AVE UNIT S-POOL ALPINE TX 79830-4513	West	05			BUSMEDPV	NIDR	0	16
AEP TEXAS NORTH COMPANY	10204049714174200	105 SUNNY GLN ALPINE TX 79830-4513	West	15			BUSMEDLF	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049720449710	620 S 8TH ST UNIT STHWELL ALPINE TX 79830-4513	West	13			BUSMEDLF	NIDR	0	27
AEP TEXAS NORTH COMPANY	10204049739451730	611 S 5TH ST ALPINE TX 79830-6222	West	10			NMLIGHT	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049755569579	2004 E HIGHWAY 90 UNIT LIFTS ALPINE TX 79830-5136	West	06			BUSLOLF	NIDR	0	9
AEP TEXAS NORTH COMPANY	10204049775900152	2530 FIGHTING BUCK AVE ALPINE TX 79830	West	05			BUSNODEM	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049777471240	3 SEWER PLANT RD UNIT NRTHPLT ALPINE TX 79830-4513	West	14			BUSHIPV	NIDR	0	130
AEP TEXAS NORTH COMPANY	10204049713809458	803 W LOCKHART AVE ALPINE TX 79830-4427	West	17			BUSNODEM	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049739451731	611 S 5TH ST ALPINE TX 79830-6222	West	10			NMLIGHT	NIDR	0	0
AEP TEXAS NORTH COMPANY	1020404973329530	535 STATE HIGHWAY 223 UNIT LTS # 2 ALPINE TX 79830	West	14			BUSLOLF	NIDR	0	36
AEP TEXAS NORTH COMPANY	10204049786780700	1 SEWER PLANT RD UNIT HOUSE ALPINE TX 79830-4513	West	14			BUSNODEM	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049725523462	707 S 9TH ST ALPINE TX 79830-6100	West	10			NMLIGHT	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049741141603	101 N 13TH ST ODLT 150HPS ALPINE TX 79830-4513	West	10			NMLIGHT	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049786429981	35200 FM 1703 ALPINE TX 79830-4513	West	15			BUSHILF	NIDR	0	5
AEP TEXAS NORTH COMPANY	10204049788808796	500 S 4TH ST UNIT RIGTN ALPINE TX 79830-6216	West	13			BUSNODEM	NIDR	0	0
AEP TEXAS NORTH COMPANY	10204049786780701	1 SEWER PLANT RD ODLT 90LPS ALPINE TX 79830-4513	West	10			NMLIGHT	NIDR	0	0
AEP TEXAS NORTH	10204049736462831	309 W SUL ROSS AVE	West	17			NMLIGHT	NIDR	0	0





AEP TEXAS NORTH COMPANY	10204049757037931	1200 FIGHTING BUCK AVE ALPINE TX 79830	West	05			BUSNODEM	NIDR	0
AEP TEXAS NORTH COMPANY	10204049777153630	140 N 12TH ST ALPINE TX 79830-4513	West	17			BUSLOLF	NIDR	0
AEP TEXAS NORTH COMPANY	10204049702929718	E HOLLAND AVE UNIT STLIGHT ALPINE TX 79830	West	03			BUSNODEM	NIDR	0
AEP TEXAS NORTH COMPANY	10204049744574141	2100 FIGHTING BUCK AVE ODLT 90LPS ALPINE TX 79830	West	10			NMLIGHT	NIDR	0
AEP TEXAS NORTH COMPANY	10204049785967370	205 E SUL ROSS AVE ALPINE TX 79830-4721	West	04			BUSLOLF	NIDR	0
AEP TEXAS NORTH COMPANY	10204049702120081	1201 OLD MARATHON RD UNIT SEWER ALPINE TX 79830-4513	West	06			BUSLOLF	NIDR	0
AEP TEXAS NORTH COMPANY	10204049704184830	2805 N HIGHWAY 118 UNIT BOOSTER ALPINE TX 79830-4513	West	14			BUSHILF	NIDR	0
AEP TEXAS NORTH COMPANY	10204049704184831	2805 N HIGHWAY 118 ODLT 35LPS ALPINE TX 79830-4513	West	14			NMLIGHT	NIDR	0
AEP TEXAS NORTH COMPANY	10204049741141600	101 N 13TH ST FIRE HALL ALPINE TX 79830-4513	West	03			BUSNODEM	NIDR	0
AEP TEXAS NORTH COMPANY	10204049741296680	N 5TH ST ODLT 250HPS ALPINE TX 79830	West	17			NMLIGHT	NIDR	0
AEP TEXAS NORTH COMPANY	10204049747800301	1400 1/2 W SUL ROSS AVE ALPINE TX 79830-4207	West	12			BUSNODEM	NIDR	0
AEP TEXAS NORTH COMPANY	10204049751738851	1320 FIGHTING BUCK AVE ALPINE TX 79830-0659	West	05			BUSNODEM	NIDR	0
AEP TEXAS NORTH COMPANY	10204049766961871	20 CANYON DR ALPINE TX 79830-1014	West	15			NMLIGHT	NIDR	0
AEP TEXAS NORTH COMPANY	10204049768311192	801 W HOLLAND AVE ODLT 70HPS ALPINE TX 79830-4513	West	17			NMLIGHT	NIDR	0
AEP TEXAS NORTH COMPANY	10204049771027441	701 S 9TH ST ALPINE TX 79830-6100	West	13			BUSNODEM	NIDR	0
AEP TEXAS NORTH COMPANY	10204049773422091	2 SEWER PLANT RD UNIT ANIMAL ALPINE TX 79830	West	14			BUSMEDLF	NIDR	0
AEP TEXAS NORTH COMPANY	10204049777192490	104 W SUL ROSS AVE ALPINE TX 79830-4621	West	04			BUSNODEM	NIDR	0
AEP TEXAS NORTH COMPANY	10204049777471241	3 SEWER PLANT RD ODLT 90LPS ALPINE TX 79830-4513	West	14			NMLIGHT	NIDR	0
AEP TEXAS NORTH COMPANY	10204049780878470	309 W SUL ROSS AVE ALPINE TX 79830-4513	West	10			NMLIGHT	NIDR	0
AEP TEXAS NORTH COMPANY	10204049786259456	406 W AVENUE I UNIT BOOSTER ALPINE TX	West	13			BUSLOLF	NIDR	0



AEP TEXAS NORTH COMPANY	10204049797605621	79830 455 OLD MARATHON RD ODLT 35LPS ALPINE TX 79830-4513	West	10			NMLIGHT	NIDR	0	0
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Total Number of Points of Delivery = 99

Total Peak kW = 861

Total Monthly Standing Charges = \$0.00

ESI ID ACKNOWLEDGEMENT

Buyer represents and warrants that each and every ESI ID and Premise listed in this Exhibit A primarily serves Buyer's commercial non-residential purposes, and that all information listed therein (including the Monthly Contract Usage Quantities on Exhibit A-1) is accurate and correct. Buyer agrees to bear all responsibility, liability, and associated costs with regard to (i) the foregoing representation and warranty, as well as (ii) any missing ESI IDs not listed in Exhibit A, and/or ESI IDs erroneously listed on Exhibit A.

In the event this Exhibit A contains temporary placeholder ESI ID numbers (typically denoted by "TPH" at the beginning of the ESI ID number) for contracted future Buyer ESI IDs, then (i) Buyer shall give Seller at least thirty (30) days prior written notice of the date that each such ESI ID will be energized as a Buyer ESI ID (i.e., when Buyer will begin utilizing the applicable facility located at Buyer's Premise), (ii) Seller will not be obligated to serve any such ESI ID under the Agreement until, at the earliest, after the expiration of at least thirty (30) days after Buyer's written notice has been given to Seller, and (iii), in any event, Buyer's giving, or failure to give, timely notice to Seller shall not affect Buyer's obligation, under the Agreement, to be responsible for all volumes contracted for under the Agreement as reflected on Exhibit A-1.



Exhibit A-1 -- Monthly Contract Quantities

Legal Name: City of Alpine

Quote: S0797412

Total Contract kWh: 2,916,876

Period*	Contract Quantities (kWh)
12/01/2025	109,505
01/01/2026	232,347
02/01/2026	212,690
03/01/2026	232,349
04/01/2026	234,940
05/01/2026	246,450
06/01/2026	247,815
07/01/2026	252,561
08/01/2026	280,353
09/01/2026	251,124
10/01/2026	264,429
11/01/2026	225,990
12/01/2026	126,323

Total Number of Periods = 13

* The first and/or last period(s) may reflect partial month volumes based on beginning and ending meter read cycles



CITY COUNCIL AGENDA ITEM REPORT

December 2, 2025

Agenda Item No. 14A

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



AGENDA ITEM

Personnel Matters § 551.074, Texas Government Code

- i. Conduct interviews for the position of City Manager and discuss next steps in the hiring process. (G. Calderon, Interim City Manager)
- ii. Discuss the status of performance appraisals and pay increases for the department heads. (R. Stephens, City Council)
- 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)

EXECUTIVE SUMMARY

None

SUPPORTING MATERIALS

None

BUDGET CONSIDERATIONS

Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

APPROVERS
