



**CITY OF ALPINE**  
**REGULAR CITY COUNCIL MEETING**  
**January 6, 2026 – 4:00 PM**

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

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

A. Workshop meeting to review:

- i) The 2025 Water Rate Study update prepared by Communities Unlimited.
- ii) Updates to the 2025-2026 Utilities Fee Schedule and Utility Rates.

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

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

3. **PUBLIC COMMENTS.**

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

4. **PUBLIC HEARINGS.**

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

- A. Public Hearing to obtain citizen views and comments regarding the first and final reading of Ordinance 2026-01-02, an ordinance amending the City of Alpine Fiscal Year 2025-2026 budget to appropriate funding for the purchase of an incinerator for the Animal Services department; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date.

5. **PUBLIC PRESENTATIONS.**

- A. Presentations & Recognitions

- i) Presentation and Ceremonial Swearing-In of the Alpine Police Department by Chief of Police Kirk Caughman. (C. Eaves, Mayor)
  - ii) Presentation to Marsha Guerry-Hurley in appreciation of her donation of a ballistic vest for K-9 Prada.
- B. Proclamations
- C. Community Interest Items
- i) Mayor Announcements
  - ii) City Manager Announcements
  - iii) Council Member Announcements
6. **CHANGES TO POSTED AGENDA.**  
*NOTICE: The City Council reserves the right to change the order of business at any time during the meeting. To change the order of business a motion, a second, and a majority vote is required.*
- A. **Items to be continued or withdrawn.** Items may be continued to the next City Council meeting or withdrawn from consideration during this agenda. Items to be continued or withdrawn require a motion, a second, and a majority vote.
- B. **Items to be removed from the Consent Agenda for separate discussion.** Items may be withdrawn from the consent agenda by a simple request by the Mayor or any City Council member. Items removed from the consent agenda will be considered in the *Items Removed from the Consent Agenda* portion of the meeting directly after approval of the items not requiring separate discussion.
- C. **Action items to be added to the consent agenda.** Adding action items to the consent agenda must be requested by the Mayor or any City Council member and requires a motion, a second, and a majority vote.
- D. **Time-Sensitive Items.** The Mayor, any City Council Member, or a member of City Staff may, by simple request, ask that time-sensitive items be considered during that section.
7. **TIME SENSITIVE ITEMS.**
8. **CONSENT AGENDA.**
- A. Approval of the December 2, 2025 Regular Meeting Minutes (G. Calderon, Interim City Manager)
  - B. Approval of the excused absence of Councilor Escovedo from the December 2, 2025 Regular City Council Meeting. (G. Calderon, Interim City Manager)
  - C. Approval of the November 2025 invoice for Bojorquez Law Firm Services. (G. Calderon, Interim City Manager)
9. **ITEMS REMOVED FROM THE CONSENT AGENDA.**
10. **REPORTS & PRESENTATIONS.**  
*Presentations are limited to 6 minutes each. A bell will ring when the 6-minute timeframe has been*

*reached. If further time is needed the presentation may be extended an additional 4 minutes at the discretion of the presiding officer. After the initial period and extension have passed, the presentation may be extended further by a motion, a second, and a majority vote of the City Council.*

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

11. **INFORMATION OR DISCUSSION ITEMS.**

A. Process and Timeline to Consider Proposed Amendments to the City of Alpine Home-Rule Charter for Submission to the Voters at the November 3, 2026 Uniform General Election. (G. Calderon, Interim City Manager)

B. Discuss a proposed ordinance restricting large contractor vehicles from traveling through Cemetery Road and adjacent residential areas to access the Sierra La Rana development, including a review of municipal authority, road safety and preservation concerns, the need for a traffic/engineering assessment, and next steps for potential ordinance development. (L. Escovedo, City Council)

C. Discuss the status of the Recreation Coordinator position and job posting. (C. Eaves, Mayor)

D. Discuss the status of the Dog Park and steps moving forward to continue improvements at the facility. (C. Eaves, Mayor)

E. Discuss options for developing a vacant building ordinance and an abandoned and/or dilapidated building ordinance, including a review of existing city ordinances, prior draft ordinances presented to the City Council, and any updated information or recommendations from the Building Official. (C. Eaves, Mayor)

F. Discussion and possible direction regarding updates to the official City logo and branding to incorporate Alpine's identity as a Dark Sky Destination. (C. Eaves, Mayor)

12. **ACTION ITEMS.**

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

A. Approve the first and final reading of Ordinance 2026-01-02, an ordinance amending the City of Alpine Fiscal Year 2025-2026 budget to appropriate funding for the purchase of an incinerator for the Animal Services department; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date. (G. Calderon, Interim City Manager)

B. Approve the first reading of 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)

C. Approve Resolution 2026-01-01, a resolution formally accepting the donation of improvements to the Kokernot Little League Field from the Big Bend Little League Association; Requiring compliance with all applicable building codes; Authorizing the waiver of building permit fees for the donated improvements; Authorizing the City Manager to

execute any necessary agreements; Finding a valid public purpose; And providing an effective date. (G. Calderon, Interim City Manager)

- D. Approve Resolution 2026-01-02, a resolution opposing any federal legislation that increases semi-truck size or weight; requesting the federal delegation to oppose such legislation; and approving a letter of support expressing the city's position. (G. Calderon, Interim City Manager)
- E. Approve Resolution 2026-01-03, a resolution granting a land owner petition and releasing approximately 11.73 acres of land from the City of Alpine's Extraterritorial Jurisdiction; Directing the filing of this resolution and related documents with the Brewster County Clerk; Authorizing updates to official city maps and records; And providing an Effective Date. (G. Calderon, Interim City Manager)
- F. Approve Resolution 2026-01-04, a resolution updating authorized check signatories for all city accounts held with West Texas National Bank; Requiring two signatures on all city checks; Designating primary and alternate authorized signers; Providing for an effective date. (G. Calderon, Interim City Manager)
- G. Approve Resolution 2026-01-05, a resolution recognizing Kokernot Park, including Kokernot Field and the Manuel Payne game field, as historic community resources; Making Findings of Fact; Directing that the park and fields be identified in the city's inventory and plans as historic; Providing an Effective Date. (G. Calderon, Interim City Manager)
- H. Approve the Employment Agreement with Henry Arredondo for the position of City Manager. (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.*

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.

14. **CITY COUNCIL MEMBER COMMENTS.**

15. **EXECUTIVE SESSION.**

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

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

- i. Discussion regarding the Municipal Pool, requirements under Texas Code, plans for the upcoming season, and status of personnel requisition. (G. Calderon, Interim City Manager)

B. Personnel Matters § 551.074, Texas Government Code

- i. Conduct the annual Performance Evaluation of the Interim City Manager/City Secretary. (R. Stephens, City Council)
- ii. Discuss the benefits provided to the incoming City Manager including possible inclusion of assistance with relocation expenses. (G. Calderon, Interim City Manager)

16. **ACTION AFTER EXECUTIVE SESSION.**

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

17. **ADJOURN.**

**CERTIFICATION**

I, Geoffrey R. Calderon, do hereby certify that this notice was posted at City Hall, in a convenient and readily accessible place to the general public, and on the City website at [www.cityofalpine.com](http://www.cityofalpine.com) pursuant to Section 551.043, Texas Government Code. The said notice was posted by 2:00 P.M. on December 23, 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 23rd day of December, 2025.**

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



# CITY COUNCIL AGENDA ITEM REPORT

January 6, 2026

Agenda Item No. 1Ai

Department: Water Utility Services

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: None



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## AGENDA ITEM

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The 2025 Water Rate Study update prepared by Communities Unlimited.

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## EXECUTIVE SUMMARY

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### Purpose of the Study

In 2023, Communities Unlimited conducted a comprehensive water rate study for the City of Alpine. In late 2025, the City requested an updated analysis to reflect current financial conditions, usage trends, and system demands. Communities Unlimited, supported by USDA Rural Development, completed the 2025 update at **no cost to the City**. The study provides insights into customer growth, water usage, system revenues and expenses, and rate structure considerations necessary to maintain long-term financial sustainability.

### Key Findings

#### 1. Customer Growth and Revenue Trends

The City has experienced significant increases in water customer accounts since 2022:

- **Residential accounts increased by 417**, rising from 1,998 to 2,415.
- **Commercial accounts increased by 192**, rising from 103 to 295.
- Total connections increased from **2,101 to 2,710**.  
This increase contributed to higher base-rate revenues, which grew from **\$172,056** in 2022 to **\$297,528** in 2025—an increase of approximately **\$125,472** annually.

#### 2. Water Usage Characteristics

Water consumption patterns show:

- Residential customers use an average of **6,586 gallons per month**, with seasonal peaks between April and August.
- Commercial and institutional users consume significantly higher volumes, with institutional accounts averaging **238,446 gallons per month**, and hotels and apartments also demonstrating high usage.

- Seasonal irrigation, tourism-driven demand, and commercial activity heavily influence volume.

### 3. Financial Outlook: Revenues vs. Expenses

While the City experienced budget surpluses in prior years, the updated analysis shows that **expenses are projected to outpace revenues** due to inflation, system maintenance, administrative costs, and increased operating needs.

- The proposed budget indicates a **projected deficit of approximately \$289,325**.
- To maintain system sustainability, the study suggests the City may need to generate **at least \$2.9 million in annual water revenue**.

### 4. Operational and Policy Recommendations

The study provides several operational recommendations to support long-term system health:

- Conduct monthly calculations of water production costs per thousand gallons and track water loss.
- Evaluate meter age, type, and accuracy; develop a **meter replacement plan**.
- Plan for future rate adjustments, particularly for high-volume users (10,000–20,000+ gallons/month).
- Prioritize system maintenance, distribution improvements, and strategies to reduce water loss.
- Ensure compliance with USDA requirements, including maintaining a **debt service reserve account** equal to one annual USDA loan payment over ten years.

### Overall Conclusion

The 2025 Water Rate Study update provides the City with a detailed snapshot of current system performance and financial conditions. It underscores the need for continued evaluation of water rates, operational efficiencies, and infrastructure planning to ensure Alpine’s water system remains reliable, sustainable, and financially balanced as the community grows.

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## SUPPORTING MATERIALS

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1. Alpine Draft Water Rate Study 2025 RMF Final 1

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## BUDGET CONSIDERATIONS

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

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

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**APPROVERS**

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

Approved - 12/10/2025  
Final Approval - 12/10/2025



# CITY OF ALPINE, TEXAS

Rate Study by: Communities Unlimited

*The United States Department of Agriculture Rural Development funded the updated rate study for 2025.*

**Rebecca Manriquez Fuentes**

Community Infrastructure Management Specialist |

Email: [Rebecca.manriquez@communitiesu.org](mailto:Rebecca.manriquez@communitiesu.org)

C :479-966-5659

## Table of Contents

City of Alpine, Texas Water Rate Study Summary 2025 ..... 2

    Current Loans ..... 2

    Existing rate structure ..... 2

    Water Usage ..... 4

    Average Monthly Water Usage: ..... 4

    Suggestions for Resource Management in Commercial Properties: ..... 5

    Water Revenues vs Water Expenses ..... 6

    Overall Recommendations ..... 7

## City of Alpine, Texas Water Rate Study Summary 2025

*In 2023, Communities Unlimited conducted a water rate study. The City of Alpine requested an updated report to review and, if necessary, adjust their financials and rate structure. Our findings were based on the Water and Wastewater Annual Budget 2025-2026 and the City of Alpine, Texas, annual water usage report.*

*According to TCEQ Drinking Water Watch, the City of Alpine, Texas, has 2980 connections serving six thousand residential and commercial customers. Currently, there are 2,415 residential and 295 commercial customers in the city, totaling 2710.*

### Current Loans

**The City of Alpine currently has the following loans: Principal on a 2005 TWDB loan: \$138,000.00; Principal on a 2011 loan: \$30,800.00; Interest on the 2011 loan: \$9,586.00, totaling \$178,386.00, as part of its expenses.**

### Existing rate structure

*Based on historical data, the City of Alpine had 2,101 total accounts in 2022. As of 2025, the city has 2,710 customer connections. Please note the charts below: one shows the annual base-rate revenue comparison for residential and commercial properties by meter size, and the other shows 609 new accounts added. Currently, the base rate generates a total yearly revenue of \$297,528, with a monthly revenue of \$24,794. In 2022, the total annual revenue was \$172,056, and the monthly revenue was only \$14,338. While current residential revenue stands at \$148,812, the year-to-date residential total is \$238,464. The city has increased its revenue by \$89,652.*

Category	Base Rates 2022	Current Base Rates	Difference Added Revenue
<b>Residential Annual Revenue</b>	\$148,812	\$238,464	<b>\$ 89,652.00</b>
<b>Commercial Annual Revenue</b>	\$23,244	\$59,064	<b>\$ 35,820.00</b>
<b>Combined Annual Revenue</b>	<b>\$172,056</b>	<b>\$297,528</b>	<b>\$ 125,472.00</b>
<b>Total Accounts</b>	2,101	2,710	<b>+609 new accounts</b>

There was an increase of 417 residential customers.

<b>Residential by Meter Size:</b>	<b>2022 Customers</b>	<b>Current Customers</b>	<b>Difference</b>
3/4"	1,891	2,267	376
1"	95	120	25
1.5"	4	1	-3
2"	8	20	12
<b>Total</b>	<b>1,998</b>	<b>2,415</b>	<b>+417 customers</b>

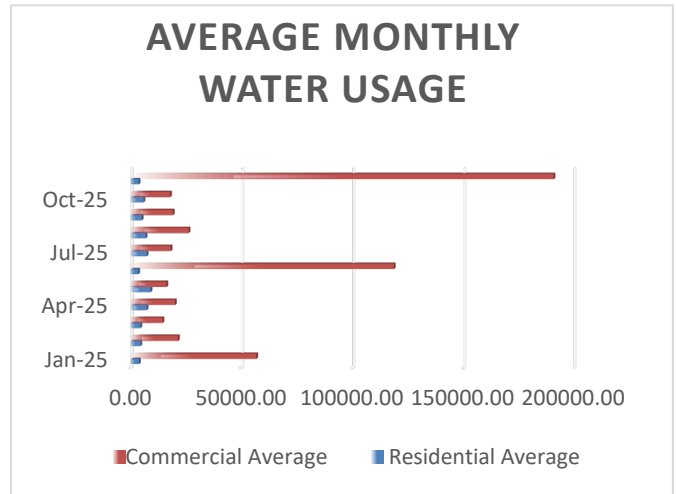
**Commercial customers increased significantly from 2022 to 2025. Currently, the City of Alpine has reached 192 commercial customers.**

<b>Commercial by Meter Size</b>	<b>2022 Customers</b>	<b>Current Customers</b>	<b>Difference</b>
3/4"	0	225	225
1"	29	48	19
1.5"	2	1	-1
2"	59	78	19
3"	7	7	0
4"	5	7	2
6"	0	1	1
8"	1	1	0
<b>Total</b>	<b>103</b>	<b>295</b>	<b>+192 customers</b>

The current rate structure has resulted in an additional \$125,472 in revenue. Residential income has risen due to an increase in accounts, while commercial sales have more than doubled, mainly because of a larger meter count. Since the rate system depends on usage, residential and commercial revenues will fluctuate at different rates based on their usage patterns. It is important to note that large commercial customers consume most of the total volume, whereas residential customers contribute smaller, steadier amounts. Reliable revenue from these sources is essential for planning capital improvement projects.

Water Usage

Month	Residential Average Water Used	Commercial Average Water Used
Jan-25	4,053 gal	56,897 gal
Feb-25	4,657 gal	21,608 gal
Mar-25	4,657 gal	14,661 gal
Apr-25	7,487 gal	20,236 gal
May-25	9,231 gal	16,371 gal
Jun-25	3,667 gal	118,876 gal
Jul-25	7,519 gal	18,321 gal
Aug-25	7,082 gal	26,401 gal
Sep-25	5,272 gal	19,294 gal
Oct-25	6,064 gal	18,073 gal
Nov-25	3,875 gal	191,000 gal



Average Monthly Water Usage:

*Residential customers show consistent monthly water use, with peaks from April to August, indicating seasonal increases in demand.*

*Commercial customers use significantly more water than residential customers, with groups, such as institutional accounts, exhibiting exceedingly high usage.*

*Mixed categories (RESCOM, RESO) also show high consumption (Hotels & Apartments)*

**Seasonal Trends:**

*Water usage peaks in late spring and summer (April to August), coinciding with increased outdoor activities and higher temperatures.*

*Usage decreases during cooler months (November to February).*

**Identifying customer consumption trends, updating billing based on usage, and encouraging conservation efforts.**

Building Counts and Average Usages

Building Type	Count	Average Usage
Residential	2490	6,586.72
Commercial	295	18,207
Apartments	18	78,230
Hotels	17	88,616
Institution	30	238,446

***Please note that Institutions have the highest average water usage at 238,446 gallons per month. Hotels and Apartments also show high usage, at 88,616 and 78,230 gallons per month, respectively. Residential customers, on average, use about 6,586 gallons per month.***

*Practical water resource management ideas designed for commercial establishments, large hotels, and apartment complexes:*

### **Suggestions for Resource Management in Commercial Properties:**

#### **1. Water Use Audits and Monitoring**

- *Conduct regular water audits to detect leaks, inefficiencies, and areas of high consumption.*
- *Implement smart meters and sub-meters for precise monitoring by specific areas or systems.*

#### **2. Efficient Fixtures and Appliances**

- *Upgrade to water-saving toilets, faucets, showerheads, and urinals.*
- *Use water-efficient laundry and dishwashing machines in hotels and apartments.*
- *Install sensor-activated fixtures to minimize unnecessary water use.*

#### **3. Leak Detection and Repair**

- *Use acoustic sensors or smart meters for initiative-taking leak detection.*
- *Conduct regular inspections of pipes, valves, and water-using equipment.*

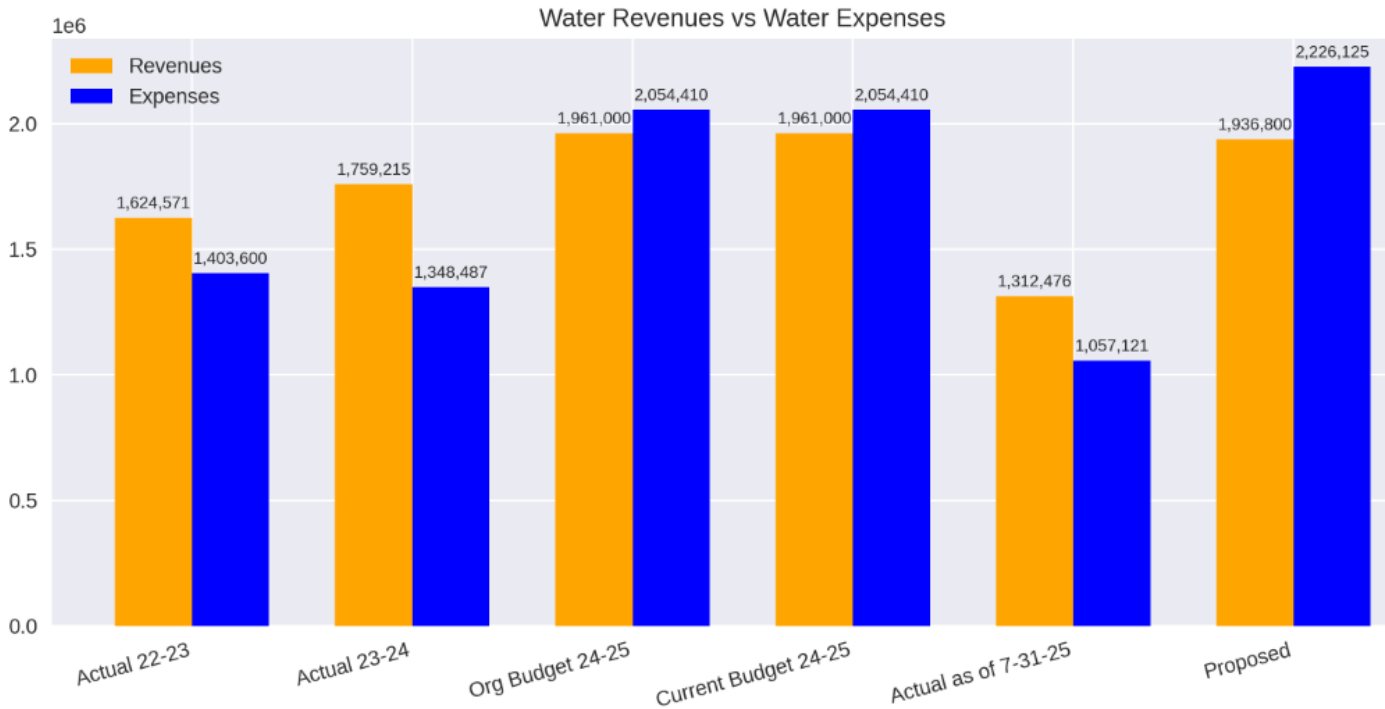
#### **Water Recycling and Reuse**

- *Set up greywater systems to recycle water from sinks, showers, and laundry for irrigation or toilet flushing.*

#### **4. Landscaping and Irrigation Management**

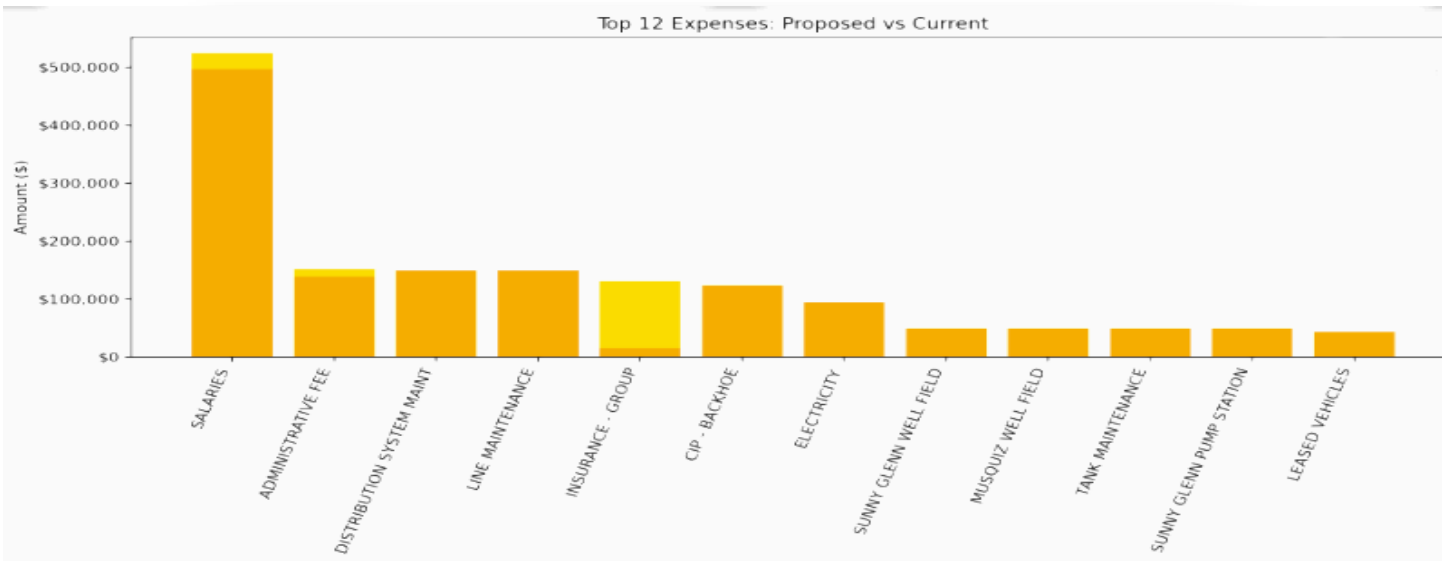
- *Select drought-resistant native plants to reduce watering needs.*
- *Use smart irrigation controllers that adapt watering schedules based on weather conditions and soil moisture levels.*
- *Water early in the morning or late in the evening to reduce evaporation.*

Water Revenues vs Water Expenses (excluding taxes, fees)



The City of Alpine has had healthy surpluses for the past two years; however, the current and proposed budgets show an increasing deficit. Expenses will outpace revenues. Expenses due to inflation have increased significantly; review key cost drivers and, if feasible, identify areas for cost reduction or improved efficiency. The proposed budget's revenues are slightly lower than those in the current budget. The City of Alpine may consider rate adjustments to generate at least \$2.9 M to avoid a future deficit. Please note above the deficit of -\$289,325 as the proposed budget was set at \$1936,800.

Note: These high-cost expenses have adversely affected the city's budget. A salary increase is anticipated as the cost of living rises. Administrative fees and insurance coverage are areas to review closely. Distribute system maintenance is necessary, as is line maintenance.



### Overall Recommendations

Depending on future water usage, the number of connections, and weather conditions such as above-average rainfall or drought-like conditions, the rate increase will generate additional revenue for the same amount of water supplied to your existing customer base. Future rate increases should be considered on an individual basis, with high-end users paying more per 1,000 gallons. This typically applies to those using 10-20,000 gallons or more per month.

The Board should require monthly calculations and reports of water production costs per thousand gallons, along with water loss. (These reports should detail the location, costs, employee-hours, and meter replacements involved.) This consists of evaluating the total number of meters, their ages, types, and sizes, and evaluating five meters from each size. The results will offer valuable economic insights. Develop a meter replacement plan. Additionally, the board should consult with Water Loss experts and agencies such as TWDB or TCEQ for staff and board member training.

The table below evaluates the potential positive impact that could generate annual revenue, considering a practical midpoint that will not burden the customers. Let us keep in mind closing the budget gap and the future capital improvement projects needed to maintain a reliable and sustainable system infrastructure.

Base Rate Fee: Revenue					Base Fee Increase				
Accounts	Customer Count	Minimum Rate	Monthly Revenue	Annual Revenue	\$2 Increase Annual Revenue	\$3 Increase Annual Revenue	\$4 Increase Annual Revenue	\$5 Increase Annual Revenue	\$6 Increase Annual Revenue
<b>Residential</b>	<b>2415</b>								
3/4 inch	2267	\$ 8	\$ 18,136	\$ 217,632	\$ 272,040	\$ 299,244	\$ 326,448	\$ 353,652	\$ 380,856
1 inch	120	\$ 11	\$ 1,320	\$ 15,840	\$ 18,720	\$ 20,160	\$ 21,600	\$ 23,040	\$ 24,480
1 1/2 inch	1	\$ 16	\$ 16	\$ 192	\$ 216	\$ 228	\$ 240	\$ 252	\$ 264
2 inch	20	\$ 20	\$ 400	\$ 4,800	\$ 5,280	\$ 5,520	\$ 5,760	\$ 6,000	\$ 6,240
			\$ 19,872	\$ 238,464	\$ 296,256	\$ 325,152	\$ 354,048	\$ 382,944	\$ 411,840
<b>Commercial</b>	<b>295</b>								
3/4 inch	225	\$ 9	\$ 2,025	\$ 24,300	\$ 29,700	\$ 32,400	\$ 35,100	\$ 37,800	\$ 40,500
1 inch	48	\$ 12	\$ 576	\$ 6,912	\$ 8,064	\$ 8,640	\$ 9,216	\$ 9,792	\$ 10,368
1 1/2 inch	1	\$ 17	\$ 17	\$ 204	\$ 228	\$ 240	\$ 252	\$ 264	\$ 276
2 inch	78	\$ 21	\$ 1,638	\$ 19,656	\$ 21,528	\$ 22,464	\$ 23,400	\$ 24,336	\$ 25,272
3 inch	7	\$ 34	\$ 238	\$ 2,856	\$ 3,024	\$ 3,108	\$ 3,192	\$ 3,276	\$ 3,360
4 inch	7	\$ 43	\$ 301	\$ 3,612	\$ 3,780	\$ 3,864	\$ 3,948	\$ 4,032	\$ 4,116
6 inch	1	\$ 58	\$ 58	\$ 696	\$ 720	\$ 732	\$ 744	\$ 756	\$ 768
8 inch	1	\$ 69	\$ 69	\$ 828	\$ 852	\$ 864	\$ 876	\$ 888	\$ 900
	<b>2710</b>		\$ 4,922	\$ 59,064	\$ 67,896	\$ 72,312	\$ 76,728	\$ 81,144	\$ 85,560
<b>Total Revenues</b>			\$ 24,794.00	\$ 297,528	\$ 364,152	\$ 397,464	\$ 430,776	\$ 464,088	\$ 497,400
			<b>New Revenue</b>		\$ 66,624	\$ 99,936	\$ 133,248	\$ 166,560	\$ 199,872

Communities Unlimited, in collaboration with the United States Department of Agriculture Rural Development, creates rate structures to meet current and future funding requirements. These structures ensure that water systems stay affordable and economically sustainable for the community's benefit. Consider the following:

- ❖ Provide educational materials to customers about water conservation.
- ❖ Acquire billing software to improve billing accuracy and record-keeping, as water meters function as the system's water revenue.
- ❖ Prioritize the acquisition, replacement, operation, and maintenance of meters.
- ❖ Review the water budget annually and adjust rates to meet projected expenses.
- ❖ The Board may need to plan for rate increases ahead of upcoming USDA projects or CIP plans.
- ❖ Focus on distribution improvements and repairs, especially addressing water loss issues.

The United States Department of Agriculture Rural Development and other lenders will encourage utility borrowers to become independently sustainable. Any future water system improvements may need accompanying adjustments to the overall rate structure. In addition, the USDA also requires all borrowers to maintain a debt service reserve account. This restricted account must total one annual USDA loan payment over ten years.

*The rate study conducted by Communities Unlimited is solely for informational and planning purposes. Its main goal is to offer suggestions and guidance based on the existing data supplied by the City of Alpine, Texas, and established best practices. However, Communities Unlimited does not guarantee the results or effectiveness of any recommendations included in the study. Implementing any suggested changes is entirely at the user's own risk and discretion. Communities Unlimited will not be responsible for any financial, operational, or other consequences resulting from the use or interpretation of this study.*

# CITY COUNCIL AGENDA ITEM REPORT

January 6, 2026

Agenda Item No. 1Aii

Department: Water Utility Services

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: None



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## AGENDA ITEM

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Updates to the 2025-2026 Utilities Fee Schedule and Utility Rates.

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## EXECUTIVE SUMMARY

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### Purpose of the Workshop

The purpose of this workshop is to continue reviewing and refining the proposed updates to the 2025–2026 Utilities Fee Schedule and Utility Rates, including water, wastewater, gas, and related utility charges. This is part of the City’s annual process to ensure that all utility fees and rates are aligned with operational needs, regulatory requirements, infrastructure costs, and long-term financial sustainability.

### Background

The City Council began its review of the Utilities Fee Schedule at the November 4, 2025 regular meeting. During that meeting, Council discussed several components of the fee schedule and determined that additional time was needed to evaluate individual fees, cost recovery levels, and departmental impacts.

To facilitate a more in-depth discussion, Council scheduled a workshop for November 18, 2025. During that workshop, the Council reviewed proposed adjustments, discussed departmental justifications, and identified areas requiring further analysis, including anticipated operational costs for the 2025–2026 fiscal year.

Following the November 18 workshop, Council determined that a second workshop was necessary to finalize outstanding items and integrate additional data, including updated utility rate information and operational considerations. As a result, Council scheduled a subsequent workshop for January 6, 2026, to continue and complete the review process.

### Workshop Focus – January 6, 2026

During this workshop, the Council will:

- Review the updated draft Utilities Fee Schedule for FY 2025–2026.
- Discuss any fee adjustments proposed by Utilities, Public Works, Finance, or the City Manager’s Office.
- Consider cost recovery, inflationary impacts, and infrastructure needs when evaluating fee adjustments.

- Review the 2025 Water Rate Study Update prepared by Communities Unlimited to ensure that water and utility rates remain financially sustainable and consistent with system demands.
- Provide direction to staff regarding final revisions before the fee schedule and rate adjustments are presented for formal Council consideration.

**Overall Goal**

The overall goal of this workshop is to enable the City Council to make informed decisions on the Utilities Fee Schedule and utility rates for 2025–2026, ensuring that the City’s utility services remain reliable, fiscally responsible, and aligned with community expectations and long-term operational needs.

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 12/10/2025  
 Final Approval - 12/10/2025

**CITY COUNCIL AGENDA ITEM REPORT**

**January 6, 2026**

Agenda Item No. 4A

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Public Hearing to obtain citizen views and comments regarding the first and final reading of Ordinance 2026-01-02, an ordinance amending the City of Alpine Fiscal Year 2025-2026 budget to appropriate funding for the purchase of an incinerator for the Animal Services department; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date.

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 12/10/2025  
Final Approval - 12/10/2025

**CITY COUNCIL AGENDA ITEM REPORT**

**January 6, 2026**

Agenda Item No. 5Ai

Department: City Council

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Presentation and Ceremonial Swearing-In of the Alpine Police Department by Chief of Police Kirk Caughman. (C. Eaves, Mayor)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

**CITY COUNCIL AGENDA ITEM REPORT**

**January 6, 2026**

Agenda Item No. 5Aii

Department: Office of the City Secretary

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Presentation to Marsha Guerry-Hurley in appreciation of her donation of a ballistic vest for K-9 Prada.

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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1. Certificate Marsha Guerry-Hurley 1.6.26

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**BUDGET CONSIDERATIONS**

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Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

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**APPROVERS**

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Alexandra Tackett, Deputy City Secretary

Geoffrey R. Calderon, City Secretary

# Certificate of Appreciation

presented to

*Marsha Guerry-Hurley*

In grateful recognition of your generous donation of a ballistic vest for K-9 Officer Prada, enhancing the safety and protection of our dedicated K-9 unit.

Your contribution reflects an outstanding commitment to the wellbeing of our officers and to the safety of the Alpine community.

We extend our sincere appreciation for your support and partnership.

Presented this 6th day of January, 2026

Presented by

Attest

\_\_\_\_\_  
Catherine Eaves

Mayor

\_\_\_\_\_  
Geoffrey R. Calderon

City Secretary / Interim City Manager

**CITY COUNCIL AGENDA ITEM REPORT**

**January 6, 2026**

Agenda Item No. 8A

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



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**AGENDA ITEM**

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Approval of the December 2, 2025 Regular Meeting Minutes (G. Calderon, Interim City Manager)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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1. 12-2-25 City Council Minutes
- 

**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 12/10/2025  
Final Approval - 12/10/2025

**City Of Alpine**  
**REGULAR CITY COUNCIL MEETING**  
**Tuesday, December 2, 2025 – 5:30 PM**  
**Minutes**

1. **CALL TO ORDER.**

*Mayor Pro Tem, Rick Stephens 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 Rick Stephens  
Councilor Eva Martinez  
Councilor Richard Portillo  
Councilor Robert Rückes  
Mayor Catherine Eaves, *present virtually*

**City Staff and Stakeholders Present:**

Geoffrey R. Calderon, City Secretary  
Cynthia Trevino, City Attorney  
Darrell Losoya, Chief of Police  
Kirk Caughman, APD Lieutenant  
Abel Hinojos, Airport Supervisor  
Jennifer Stewart, Animal Control Off.  
Jiovannie Gonzalez, Finance Clerk  
Carmen Rodriguez, C. S. Supervisor  
Alexandra Tackett, Deputy City Secretary

**Not Present:** Councilor Lucy Escovedo

**Others Present:** 40 other attendees.

*Mayor Pro Tem Rick Stephens 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 25, 2025.*

2. **PUBLIC COMMENTS.**

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

**Public Comments:** Oscar Cobos spoke on Executive Session item A-ii, regarding the status of performance appraisals and pay increases for the department heads.

3. **PUBLIC HEARINGS.**

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

**Open (5:35 P.M.)**

- 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.

**Public Comments:** None.

- 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.

**Public Comments:** John Markseller, Ward 5.

**Closed (5:38 P.M.)**

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.

*Mayor Pro Tem Rick Stephens called for a small recess. (5:46 P.M.)*

*Meeting resumed (6:06 P.M.)*

- 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.

*Interim City Manager Geoffrey R. Calderon requested that Reports & Presentations item B be withdrawn.*

**RESOLUTION 2025-12-01:** On a motion by Councilor Robert Rückes and seconded by Councilor Eva Martinez to withdraw Reports & Presentation item B, the City Council unanimously adopted the motion.

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

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

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

*No action items were added to the consent agenda.*

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

*No time sensitive items were added.*

6. **TIME SENSITIVE ITEMS.**

7. **CONSENT AGENDA.**

- A. Approval of the 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)

**RESOLUTION 2025-12-02:** On a motion by Councilor Robert Rückes and seconded by Councilor Richard Portillo to approve the consent agenda as presented, the City Council unanimously adopted the motion.

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

9. **REPORTS & PRESENTATIONS.**

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

- A. 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)

**RESOLUTION 2025-12-03:** On a motion by Councilor Robert Rückes and seconded by Councilor Richard Portillo to approve Ordinance 2025-12-01 as presented, the City Council unanimously adopted the motion.

- 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)

**RESOLUTION 2025-12-04:** On a motion by Councilor Richard Portillo and seconded by Councilor Eva Martinez to approve the contract as presented, the City Council unanimously adopted the motion.

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.**

*Mayor Pro Tem called for a short recess. (7:07 P.M.)*

*The meeting resumed. (7:13 P.M.)*

**RESOLUTION 2025-12-05:** On a motion by Councilor Robert Rückes and seconded by Councilor Eva Martinez to move into executive session, the City Council unanimously adopted the motion. (7:13 P.M.)

14. **EXECUTIVE SESSION.**

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

A. **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.**

**RESOLUTION 2025-12-06:** On a motion by Councilor Richard Portillo and seconded by Councilor Robert Rückes to move into regular session, the City Council unanimously adopted the motion. **(8:53 P.M.)**

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

**RESOLUTION 2025-12-07:** On a motion by Councilor Robert Rückes and seconded by Councilor Richard Portillo to offer Henry Arredondo an offer for the City Manager position for \$140,000 a year, the City Council unanimously adopted the motion.

16. **ADJOURN.**

*There being no further business, the meeting was adjourned. (8:54 P.M.)*

**APPROVED:**

**ATTEST:**

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

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

**CERTIFICATION**

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

**January 6, 2026**

Agenda Item No. 8B

Department: City Council

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: Approve



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**AGENDA ITEM**

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Approval of the excused absence of Councilor Escovedo from the December 2, 2025 Regular City Council Meeting. (G. Calderon, Interim City Manager)

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**EXECUTIVE SUMMARY**

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City Council Member absences must be considered and approved by the City Council pursuant to Sec. 3.02(B) City Charter and Sec. 23-10 of the Alpine Code of Ordinances.

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 12/22/2025  
Final Approval - 12/22/2025

**CITY COUNCIL AGENDA ITEM REPORT**

**January 6, 2026**

Agenda Item No. 8C

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



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**AGENDA ITEM**

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

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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1. Invoice #14163 Alpine (C)

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 12/8/2025  
Final Approval - 12/8/2025

**INVOICE**

Number	14163
Issue Date	11/30/2025
Due Date	12/30/2025

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

**Alpine - General**

Billed By	Rate	Sub
CT	\$216.00	\$43.20
CT	\$216.00	\$540.00
CT	\$216.00	\$842.40
CT	\$216.00	\$64.80
CT	\$216.00	\$64.80
CT	\$216.00	\$43.20
CT	\$216.00	\$21.60
CT	\$216.00	\$345.60
CT	\$216.00	\$669.60
CT	\$216.00	\$21.60
CT	\$216.00	\$108.00
<b>Professional Services Total</b>		<b>\$2,764.80</b>

Total for Alpine - General	\$2,764.80
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## Alpine - Land Use

Billed By	Rate	Sub
CT	\$216.00	\$129.60
NEH	\$110.00	\$22.00
<b>Professional Services Total</b>		<b>\$151.60</b>

Total for Alpine - Land Use	\$151.60
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## Alpine - Municipal Court

Billed By	Rate	Sub
CT	\$195.00	\$19.50
CT	\$195.00	\$39.00
CT	\$195.00	\$78.00
CT	\$195.00	\$234.00
CT	\$195.00	\$97.50
NEH	\$110.00	\$22.00
NEH	\$110.00	\$44.00
CT	\$195.00	\$39.00
CT	\$195.00	\$39.00
NEH	\$110.00	\$22.00
CT	\$195.00	\$253.50
NEH	\$110.00	\$11.00
NEH	\$110.00	\$11.00
CT	\$195.00	\$58.50
CT	\$195.00	\$39.00
<b>Professional Services Total</b>		<b>\$1,007.00</b>

Total for Alpine - Municipal Court	\$1,007.00
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## Alpine - Personnel

Billed By	Rate	Sub
CT	\$216.00	\$194.40

Billed By	Rate	Sub
<b>Professional Services Total</b>		<b>\$194.40</b>

Total for Alpine - Personnel	\$194.40
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### Alpine - Public Safety

Billed By	Rate	Sub
CT	\$216.00	\$64.80
<b>Professional Services Total</b>		<b>\$64.80</b>

Total for Alpine - Public Safety	\$64.80
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### Alpine - Real Estate

Billed By	Rate	Sub
NEH	\$110.00	\$11.00
CT	\$216.00	\$21.60
<b>Professional Services Total</b>		<b>\$32.60</b>

Total for Alpine - Real Estate	\$32.60
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Total (USD)	\$4,215.20
Paid	\$0.00
Balance	\$4,215.20
<a href="#">I-14051 Previous Balance</a>	\$4,766.20
Total Outstanding	\$8,981.40

## 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	\$210.99	19.30	\$4,072.20
NEH	\$110.00	1.30	\$143.00

**CITY COUNCIL AGENDA ITEM REPORT**

**January 6, 2026**

Agenda Item No. 10A

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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- Alpine Country Club Update
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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 12/9/2025  
Final Approval - 12/9/2025

## 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

January 6, 2026

Agenda Item No. 11A

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: None



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### AGENDA ITEM

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Process and Timeline to Consider Proposed Amendments to the City of Alpine Home-Rule Charter for Submission to the Voters at the November 3, 2026 Uniform General Election. (G. Calderon, Interim City Manager)

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### EXECUTIVE SUMMARY

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#### Description / Background

The purpose of this discussion item is to review the legal requirements, procedural steps, and preliminary timeline necessary for the City Council to consider placing proposed amendments to the City of Alpine Home-Rule Charter on the ballot at the November 3, 2026 Uniform General Election.

Under Texas law, a home-rule charter may not be amended more frequently than once every two years. The City last conducted a charter election on November 5, 2024; therefore, the City is now legally eligible to begin discussions and planning for potential charter amendments to be submitted to voters at the next available uniform election date in November 2026.

In addition, Senate Bill 914 (88th Legislature) authorized the City of Alpine to move its general election of officers to the November uniform election date. While this statutory change has been implemented operationally, it must be approved by the voters to formally memorialize and codify the change within the City Charter.

Attached for Council's reference is the Texas Secretary of State's November 3, 2026 Uniform Election Calendar, which outlines key statutory deadlines related to ordering an election, candidate filing, notice requirements, and early voting timelines. Also included is a historical summary of City Council discussions and actions that led to the successful November 5, 2024 Charter Election, provided to assist Council in understanding the scope, sequencing, and level of effort involved in a charter review and amendment process.

#### Discussion Focus

Council discussion may include, but is not limited to:

- Identification of potential charter provisions requiring clarification, update, or voter approval
- Confirmation of statutory constraints and procedural requirements
- Review of the proposed high-level timeline to meet the November 3, 2026 election deadlines
- Direction to staff regarding next steps, including charter review, drafting, and public engagement

No action is requested at this time; this item is intended for discussion and direction only.

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**SUPPORTING MATERIALS**

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1. Tuesday, November 3, 2026 Election Calendar - SOS
2. Home Rule Charter - Amended November 5, 2024

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 12/16/2025  
 Final Approval - 12/22/2025

<b>Tuesday, November 3, 2026 - Uniform Election Date</b>	
Deadline to post candidate requirements <sup>5</sup> <a href="#">Form 1-20</a>	Monday, November 3, 2025
First Day to Apply for Ballot by Mail	Thursday, January 1, 2026* <i>*First day to file does not move because of New Year's Day holiday. An "Annual ABBM" or FPCA for a January or February 2026 election may be filed earlier, but not earlier than the 60th day before the date of the January or February election.</i>
Deadline to Post Notice of Candidate Filing Deadline (Local Non-County Political Subdivisions Only)	Thursday, June 18, 2026 for local political subdivisions that have a first day to file for their candidates <sup>1</sup>
Last Day for Candidates Planning to File for a Place on the General Election Ballot (Local Non-County Political Subdivisions Only) to Register to Vote or Update Voter Registration	Friday, July 17, 2026
<b>First Day to File for a Place on the General Election Ballot (Local Non-County Political Subdivisions Only)<sup>1</sup></b>	Saturday, July 18, 2026
First Day to File a Declaration of Write-in Candidacy (General Election for State and County Officers)	Monday, July 20, 2026
<b>Last Day to Order General Election or Special Election on a Measure</b>	Monday, August 17, 2026
<b>Last Day to File for a Place on the General Election Ballot (Local Non-County Political Subdivisions Only)<sup>2</sup></b>	Monday, August 17, 2026 at 5:00 p.m. See note below relating to four-year terms <sup>3</sup>

Last Day to File a Declaration of Write-in Candidacy (General Election for State and County Officers)	Monday, August 17, 2026
Last Day to File a Declaration of Write-in Candidacy (Local Non-County Political Subdivisions Only)	Friday, August 21, 2026
Last Day to Register to Vote	Monday, October 5, 2026
First Day of Early Voting by Personal Appearance	Monday, October 19, 2026
Last Day to Apply for Ballot by Mail ( <b>Received, not</b> Postmarked)	Friday, October 23, 2026
Last Day of Early Voting by Personal Appearance	Friday, October 30, 2026
Last day to Receive Ballot by Mail	Tuesday, November 3, 2026 (Election Day) at 7:00 p.m. if carrier envelope is <b>not</b> postmarked, <b>OR</b> Wednesday, November 4, 2026 (next business day after Election Day) at 5:00 p.m. if carrier envelope is postmarked by 7:00 p.m. at the location of the election on Election Day (unless overseas or military voter deadlines apply) <sup>4</sup>

**NOVEMBER 5, 2024 CHARTER ELECTION CITY COUNCIL MEETING ITEMS**

**PRIOR TO CONDUCTING THE ELECTION**

October 17, 2023 – Discuss requirements to amend the City Charter, discuss the need for Council to review the Charter and to identify necessary amendments, and discuss what might need to be added, deleted, or what may no longer be legal or applicable. (C. Eaves, Mayor)

January 2, 2024 – Charter Discussion - where are we now? (C. Eaves, Mayor)

March 19, 2024 – Discussion regarding the continued work on the City Charter and reminder of what steps need to be taken to get this done. (C. Eaves, Mayor)

April 2, 2024 – Discussion regarding proposed Charter revisions including amendments, tentative propositions, and sample language. (C. Eaves, Mayor)

April 16, 2024 – Discussion regarding proposed Charter revisions including amendments, tentative propositions, and sample language. (C. Eaves, Mayor)

May 7, 2024 – Discuss updates to proposed revisions to the Alpine City Charter. (C. Eaves, Mayor)

June 18, 2024 – Discuss proposed Charter Amendments and reach a general consensus on the proposed changes, plan moving forward, and process to get to November election. (C. Eaves, Mayor)

July 16, 2024 – Discuss to move city elections to November general election. (R. Stone, City Council)

August 6, 2024 – Approve Order 2024-08-01, an order for a Special Election on November 5, 2024 for the purpose of submitting to the qualified voters of the City of Alpine, Texas certain proposed amendments to the existing Home Rule Charter; designating the place at which said election is to be held; making provisions for the conduct of that election and other provisions and relating to the purpose of the order; providing for conduct of the election; and providing an effective date. (Megan Antrim, City Manager)

**HOME RULE CHARTER**

of the

City of Alpine, Texas

ADOPTED MAY 1, 1993

AMENDED MAY 1995  
SECTION 3.05 COMPENSATION (B)  
SECTION 9.07

AMENDED MAY 7, 2005  
SECTION 2.04 ANNEXATION PROCEDURES  
SECTION 9.04 CLAIMS AGAINST THE CITY  
SECTION 10.05 REDISTRICTING  
SECTION 5.06 (D) TRANSFER BALANCES

AMENDED NOVEMBER 5, 2024  
SECTION 2.01 GENERAL POWERS  
SECTION 2.03 ALTERATION AND EXTENSION OF BOUNDARIES  
SECTION 2.04 ANNEXATION PROCEDURES  
SECTION 3.01 NUMBER, SELECTION, AND TERMS OF OFFICE  
SECTION 3.03 MAYOR AND MAYOR PRO TEM  
SECTION 3.06 VACANCIES  
SECTION 4.04 CITY ATTORNEY  
SECTION 4.05 MUNICIPAL COURT

**HOME RULE CHARTER  
of  
THE CITY OF ALPINE, TEXAS**

**TABLE OF CONTENTS**

**ARTICLE I INCORPORATION AND FORM OF GOVERNMENT**

Section 1.01	Incorporation. . . . .	5
1.02	Form of Government . . . . .	5
1.03	Boundaries . . . . .	5

**ARTICLE II POWERS OF THE CITY**

Section 2.01	General Powers . . . . .	5
2.02	Eminent Domain . . . . .	6
2.03	Alteration and Extension of Boundaries . . . . .	6
2.04	Annexation Procedures. . . . .	7
2.05	Disannexation. . . . .	7

**ARTICLE 111 THE CITY COUNCIL**

Section 3.01	Number, Selection, and Terms of Office . . . . .	7
3.02	Qualifications . . . . .	8
3.03	Mayor and Mayor Pro Tem. . . . .	8
3.04	General Powers and Duties. . . . .	9
3.05	Compensation . . . . .	9
3.06	Vacancies. . . . .	9
3.07	Meetings . . . . .	11
3.08	Rules of Procedure . . . . .	11
3.09	Official Bonds for City Employees. . . . .	11
3.10	Interference with Administration . . . . .	11
3.11	Investigation by the City Council. . . . .	11
3.12	Audit and Examination of City Books and Accounts . . . . .	11
3.13	Action Requiring an Ordinance. . . . .	12
3.14	Ordinances in General. . . . .	13
3.15	Code of Technical Regulations. . . . .	14
3.16	Emergency Ordinances . . . . .	14
3.17	Authentication and Recording . . . . .	15

**ARTICLE IV CITY ADMINISTRATION**

Section 4.01	City Manager . . . . .	15
4.02	Duties of the City Manager . . . . .	16
4.03	City Secretary . . . . .	16
4.04	City Attorney. . . . .	17
4.05	Municipal Court. . . . .	17

<b>ARTICLE V FINANCIAL PROCEDURES</b>		
Section 5.01	Fiscal Year. . . . .	18
5.02	Submission of Budget and Budget Message. . . . .	18
5.03	Budget Message . . . . .	18
5.04	Budget . . . . .	18
5.05	City Council Action on Budget. . . . .	19
5.06	Budget Amendments After Adoption . . . . .	20
5.07	Lapse of Appropriations. . . . .	21
5.08	Capital Program. . . . .	21
5.09	City Council Action on Capital Program . . . . .	22
5.10	Public Records . . . . .	22
5.11	Purchase Procedures. . . . .	22
5.12	Accounting and Reporting Procedures. . . . .	23
5.13	Authority to Issue Bonds. . . . .	23
5.14	Authority to Levy Taxes. . . . .	23
5.15	Assessment and Collection of Taxes . . . . .	23
 <b>ARTICLE VI ELECTIONS</b>		
Section 6.01	Regular Elections. . . . .	23
6.02	Qualified Voters . . . . .	24
6.03	Regulation of Elections. . . . .	24
6.04	Filing for Office. . . . .	24
6.05	Election by Plurality. . . . .	24
 <b>ARTICLE VII INITIATIVE, REFERENDUM, AND RECALL</b>		
Section 7.01	Initiative . . . . .	24
7.02	Referendum by Voters . . . . .	25
7.03	Consideration by Council . . . . .	25
7.04	Referendum by City Council . . . . .	26
7.05	Submission to Voters . . . . .	26
7.06	Results of Election. . . . .	26
7.07	Publication of Initiative and Referendum Ordinances. . . . .	26
7.08	Recall . . . . .	27
7.09	Form of Recall Petition . . . . .	27
7.10	Public Hearing on Recall Petition . . . . .	28
7.11	Recall Election. . . . .	28
7.12	Ballots for Recall Election. . . . .	28
7.13	Results of Recall Election . . . . .	29
7.14	Limitation on Recall . . . . .	29
7.15	Failure of Council to Call an Election . . . . .	29
7.16	Forms of Petitions . . . . .	29
7.17	Amendment of Petition. . . . .	30

<b>ARTICLE VIII FRANCHISES AND PUBLIC UTILITIES</b>	
8.01 Power to Grant Franchise . . . . .	30
8.02 Franchise Extensions . . . . .	30
8.03 Transfer of Franchise. . . . .	30
8.04 Regulation of Franchise. . . . .	30
8.05 Franchise Records. . . . .	31
<b>ARTICLE IX GENERAL PROVISIONS</b>	
Section 9.01 Conflict of Interest . . . . .	31
9.02 Prohibitions . . . . .	32
9.03 Public Records . . . . .	32
9.04 Claims Against the City. . . . .	32
9.05 Liens, Assignment, Execution, and Garnishment. . .	33
9.06 Separability . . . . .	33
9.07 Charter Amendment. . . . .	33
<b>ARTICLE X TRANSITIONAL PROVISIONS</b>	
Section 10.01 Officers and Employees . . . . .	33
10.02 Pending Matters. . . . .	34
10.03 Effect on Existing Law . . . . .	34
10.04 Interim Government . . . . .	34
10.05 Redistricting. . . . .	35
10.06 Temporary Ordinances . . . . .	35
<b>ARTICLE XI SUBMISSION OF CHARTER TO VOTERS. . . .</b>	<b>35</b>

## **ARTICLE I INCORPORATION AND FORM OF GOVERNMENT**

### **Section 1.01 Incorporation**

The inhabitants of the City of Alpine, Brewster County, Texas, residing within its corporate limits as now established or as hereafter established, shall continue to be a municipal body politic and corporate in perpetuity under the name "City of Alpine," hereinafter referred to as the "City."

### **Section 1.02 Form of Government**

The municipal government provided by this Charter is the "Council-Manager" form of government. All powers of the City shall be vested in an elective body, hereinafter referred to as the "City Council" or "Council", and further described in Article III of this Charter. The City Council shall exercise the powers described herein, subject only to the limitations imposed by the Constitution and laws of the State of Texas.

### **Section 1.03 Boundaries**

The boundaries of the City at the time this Charter is adopted are those that have previously been legally established. The boundaries may be changed either through annexation or disannexation as described in Article II, Sections 2.03 through 2.05 of this Charter.

## **ARTICLE II POWERS OF THE CITY**

### **Section 2.01 General Powers**

- (A) The City shall have all powers, except as limited by this Charter, granted to municipal corporations and to cities under a home-rule Charter by the Constitution and general and special laws of the State of Texas, together with all the implied powers necessary to carry into execution all the powers granted.
- (B) The following particular powers are examples of the powers possessed by the City:
  - (1) to acquire property by purchase, gift, devise, lease, or condemnation;
  - (2) to sell, lease, mortgage, and control such property as its interests may require;
  - (3) to sue and be sued;
  - (4) to regulate, develop, and improve streets and public property;

- (5) to provide for a public water system and to fix, by ordinance, the charges and compensation to be charged by the City for public water service;
  - (6) to provide for a sanitary-sewer system and to establish, by ordinance, the compensation to be charged and rules for connection to and use of the sanitary-sewer system;
  - (7) to provide for the handling and disposition of all garbage, trash, rubbish, and hazardous waste, and to fix, by ordinance, the compensation to be charged for these services;
  - (8) to provide, by ordinance, land use and development regulations to include but not limited to: zoning and subdivision regulations, alleviation or prevention of slums and other conditions of deterioration, and achievement of the most appropriate use of land resources.
- (C) The enumeration of particular powers by this Charter shall not be judged to be exclusive, and, in addition to any powers enumerated or implied herein, it is intended that the City shall have and may exercise all the powers which it would be competent for this Charter to enumerate specifically.
- (D) The council is required to review the City Charter as needed but at least every 5 years to keep it in compliance with all state and federal laws and to verify that the Charter still meets the needs of the residents of Alpine.

## **Section 2.02 Eminent Domain**

The City shall have the full power to exercise the right of eminent domain, when necessary to the conduct of public affairs, within the authority and scope conferred by this Charter or by the Constitution and laws of the State of Texas. Such authority shall include the obligation to pay adequate compensation and the right to take the fee in land so condemned and to institute condemnation proceedings for municipal or public purposes even though not specifically enumerated herein.

## **Section 2.03 Alteration and Extension of Boundaries**

The City shall have the power to provide for the alteration and extension of its boundaries, and to annex or detach territories pursuant to the authority conferred by the Constitution and laws of the State of Texas. Annexation is restricted to area adjacent to the City and within the City's extraterritorial jurisdiction, except where the City owns the area to be annexed. Annexation may be initiated by either of the following methods:

- (A) by petition of a majority of the qualified voters who are inhabitants of an area

defined by the City Council, or if there are no qualified voters who are inhabitants of the area, by petition of persons owning a majority of the land in the area.

#### **Section 2.04 Annexation Procedures**

All annexations by the City shall be undertaken in strict compliance with State law.

#### **Section 2.05 Disannexation**

- (A) If the City fails to provide the services specified in the service plan within the time period specified in the service plan or required by State law, a majority of the qualified voters residing within the annexed area may petition the Council to be disannexed.
- (B) If the petition is refused by the Council, or not acted upon within sixty (60) days, the petitioners may file suit for disannexation in the District Court.
- (C) The City Council may, by ordinance, disannex territory within the City. Any territory so detached shall be liable for its prorata share of any debts incurred while it was a part of the City, and the City shall continue to levy and collect taxes on the property until such indebtedness has been discharged. Disannexation actions are subject only to such procedural rules as may be prescribed by State law.

### **ARTICLE III THE CITY COUNCIL**

#### **Section 3.01 Number, Selection, and Terms of Office**

- (A) The legislative and governing body of the City shall consist of a Mayor and five (5) Councilmembers and shall be known as the "City Council of the City of Alpine".
- (B) Councilmembers shall be elected from wards. Places on the Council shall correspond to five (5) single-member wards. Only eligible voters registered in wards\_1, 2, 3, 4, and 5 may vote for places 1, 2, 3, 4, and 5, respectively.
- (C) The Mayor shall be elected from the City at large by direct vote of the citizens.
- (D) The Mayor and Councilmembers will be elected for 3-year terms with two term limits sequentially beginning with the 2025 election for Wards 1 and 3, 2026 election for Wards 5 and the Mayor, and 2027 for Wards 2, 4. After two terms served a Councilmember or Mayor must sit out for at least one year before becoming eligible to serve on council again.

- (E) Any person who has served on the City Council during three (3) consecutive terms will be ineligible to occupy any position on the Council for a period of two (2) years. A partial term of less than one (1) year will not count in determining the number of consecutive terms. Any person who has not served on the Council during the previous two consecutive years shall be eligible to serve under the same conditions as and with no more restrictions than a person who has never served on the Council.

### **Section 3.02 Qualifications**

- (A) Each member of the City Council and the Mayor, in addition to other qualifications prescribed by the laws of the State of Texas, shall
  - (1) be a qualified voter of the City;
  - (2) reside within the corporate limits of the City if a candidate for Mayor or within the ward for which they are a candidate if a candidate for Councilmember.
  - (3) not hold any other office or employment under the City government.
- (B) If the Mayor or a member of the City Council shall cease to possess any of these qualifications or shall cease to reside in the City or in the ward from which they were elected or shall be convicted of a felony or is absent from three (3) consecutive regular Council meetings without being excused by the Council, he or she shall immediately forfeit the office.
- (C) The Council is to be the sole judge of its members' qualifications. A majority vote of the elected members of the Council in regular session is required to declare the office forfeited.

### **Section 3.03 Mayor and Mayor Pro Tem**

- (A) The Mayor shall preside at meetings of the Council and shall be recognized as head of the City government for all ceremonial purposes and by the Governor for purposes of military law, but shall have no administrative duties.
- (B) The Council shall elect from among its members a Mayor Pro Tem who shall act as Mayor during the absence or disability of the Mayor.
- (C) The Mayor, and the Mayor Pro Tem when acting in place of the mayor and presiding over the council, shall vote on council meeting items only in the case of a tie. Neither will have the power of Veto.

### **Section 3.04 General Powers and Duties**

All powers of the City shall be vested in the Mayor and Council except as otherwise provided by law or this Charter. The Council shall provide for the exercise of such powers and for the performance of all duties and obligations imposed on the City by law.

### **Section 3.05 Compensation**

- (A) The Council shall determine the annual salary of the Mayor and Councilmembers by ordinance. No ordinance increasing such salary shall become effective until the date of the commencement of the terms of those elected at the next regular election following by six (6) months or more the adoption of the ordinance.
- (B) If any member of the Council is absent from a regularly scheduled meeting of the Council without being excused by the Council, that member shall forfeit fifty (50) percent of his or her monthly compensation for each such absence, not to exceed one hundred (100) percent in any one month. If a member is excused from a regularly scheduled meeting, the reason for the absence shall be reported by the Mayor or acting Mayor at the meeting at which the absence occurs, or at the following regularly scheduled meeting, and recorded in the minutes.
- (C) The Mayor and Councilmembers shall receive reimbursement for actual and necessary expenses incurred in the performance of their duties.

### **Section 3.06 Vacancies**

A vacancy occurring in the Council shall be filled by a person having the qualifications required of a person filing for the office vacated, and selected in the manner prescribed below.

- (A) If a single vacancy occurs, the Council shall appoint a successor to serve until the next regular City election. If more than a year remains on the term, then an election will be held. Those wishing to be appointed must fill out the Candidacy Application used during Regular City Election Filing Periods and they must be put on the next Regular City Council Agenda in which the paperwork meets the City Secretary's packet filing deadline as a discussion item. During the following Regular City Council Meeting, Council will make the appointment as an Action Item which may not occur before public comments.
- (B) If two or more vacancies shall occur at one time, a special election shall be called in compliance with the Texas election code to elect successors to fill the unexpired terms unless such vacancies occur within one hundred twenty (120) days preceding a general City election, in which case no special

election will be called. In that event, or if State law prohibits a special election before the next general City election, the remaining Councilmembers shall by a majority vote fill such vacancies. The persons so selected shall serve only until the next general City election, when such vacancies shall be filled, as in the case of an original election, for the remainder of the unexpired terms.

- (C) In the event the office of Mayor shall be vacated, the Mayor Pro Tem shall become Mayor for the remainder of the unexpired term. Should the Mayor Pro Tem not accept the vacated office of Mayor, it shall be filled in the manner prescribed for a single vacancy on the Council.

### **Section 3.07 Meetings**

- (A) The City Council shall hold at least two regular meetings in each month except December, when at least one regular meeting shall be held, at a time to be fixed by it for such regular meetings, and may hold as many additional meetings as may be necessary for the transaction of the business of the City and its citizens.
- (B) The Mayor shall, with three of the Councilmembers, constitute a quorum. In the absence of the Mayor, any four of the Councilmembers shall constitute a quorum. If, because of one or more vacancies, the Council comprises less than six (6) members, sixty (60) percent of the membership shall constitute a quorum. At any meeting at which both the Mayor and Mayor Pro Tem are absent, the quorum may appoint any Councilmember to preside as acting Mayor.
- (C) All meetings of the Council shall be open to the public except as provided by law.
- (D) All meetings of the Council shall be held at the City Hall, except that the Council may designate another place for such meeting by specifying the location on the notice of such meeting, posted in conformance with the Texas Open Meetings Act and any other applicable State law(s).
- (E) Special meetings of the Council shall be called by the City Secretary upon the written request of the Mayor and/or any three (3) members of the Council.

### **Section 3.08 Rules of Procedure**

The City Council shall determine by ordinance its own rules of procedure and order of business. Minutes of all meetings of the Council, including the results of all votes, shall be taken and recorded. Such minutes shall constitute a permanent record to which any citizen may have access at all reasonable times.

### **Section 3.09 Official Bonds for City Employees**

The Council shall be required to maintain fidelity bonds on all municipal officers and employees of the City. The amount of such bonds and types of coverage shall be determined by the Council and the cost shall be borne by the City.

### **Section 3.10 Interference with Administration**

Neither the Council nor any of its members shall instruct or request the City Manager or any of the City Manager's subordinates to appoint to or remove from office or employment any person except with respect to those offices which are to be filled by appointment by the Council under the provision of this Charter. Except for the purpose of inquiry and investigation or as otherwise expressly provided in this Charter, the Council shall deal with the administrative services of the City solely through the City Manager and shall not give orders to any of the City Manager's subordinates either publicly or privately, except with the City Manager's specific approval.

### **Section 3.11 Investigation by the City Council**

The City Council shall have power to inquire into the official conduct of any office, department, agency, officer, or employee of the City, and to make investigations as to municipal affairs, and for that purpose may subpoena witnesses, administer oaths and compel the production of books, papers, and other evidence material to the inquiry. The Council shall provide by ordinance penalties for contempt in failing or refusing to obey any such subpoena or to produce any such books, papers, or other evidence, and shall have the power to punish any such contempt in the manner provided by such ordinance.

### **Section 3.12 Audit and Examination of City Books and Accounts**

- (A) The City Council shall cause an annual audit to be made of the books and accounts of each department of the City. At the close of each fiscal year, a complete audit shall be made by a certified public accountant or a firm of certified public accountants, who shall be selected by the Council not more than sixty (60) nor less than thirty (30) days prior to the end of the fiscal year, and who shall have no personal interest, direct or indirect, in the fiscal affairs of the City government or any of its officers.
- (B) Such audit shall include a recapitulation of all internal audits made during the course of the fiscal year.
- (C) All audit reports shall be filed with the City Council and shall be made a part of the archives of the City.
- (D) All audits so authorized by the City Council shall be performed in accordance with written audit contracts. Such contracts shall state the

period to be covered, the funds involved, the purpose of the audit, the fee to be charged, and the authority to be used in determining presentation and accounting standards.

### **Section 3.13 Action Requiring an Ordinance**

In addition to other acts required by law or by specific provisions of this Charter to be enacted by ordinance, those acts of the Council shall be by ordinance which:

- (A) adopt or amend any code of technical regulations or establish, alter, or abolish any City departments, office, or agency;
- (B) provide for a fine or other penalty or establish a rule or regulation for violation of which a fine or other penalty is imposed;
- (C) levy taxes, except as otherwise provided in Article V with respect to the property tax levied by adoption of the budget;
- (D) grant, renew, or extend a franchise;
- (E) regulate the rate charged for its services by a public utility;
- (F) authorize the borrowing of money to meet a public emergency as provided in Article V, Paragraph 5.06 (B);
- (G) convey or lease or authorize the conveyance or lease of any lands of the City of Alpine;
- (H) adopt ordinances proposed under the initiative power as provided in Article VII; and
- (I) amend or repeal any ordinance previously adopted except as otherwise provided in Article VII with respect to the repeal of ordinances reconsidered under the referendum power.

### **Section 3.14 Ordinances in General**

- (A) Form
  - (1) Every proposed ordinance shall be introduced in writing and in the form required for final adoption.
  - (2) Every ordinance shall contain only one subject, which shall be clearly expressed in its title.
  - (3) The enacting clause shall be "Be it ordained by the City of Alpine. . .".

- (4) Any ordinance which repeals or amends an existing ordinance or a part of a City code shall set out in full the ordinance, sections, or subsections to be repealed or amended, and shall indicate the matter to be omitted by enclosing it in brackets or by strikeout type and shall indicate new matter by underscoring or by italics.
- (B) Procedure
- (1) An ordinance may be introduced by any member of the Council at any regular or special meeting of the Council.
  - (2) Upon introduction of any ordinance, the City Secretary shall:
    - (a) distribute a copy of the ordinance to each member of the Council and to the Manager;
    - (b) file a reasonable number of copies in the office of the City Secretary and such other public places as the Council may designate; and
    - (c) publish the ordinance together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council.
  - (3) The public hearing shall follow the publication by at least five (5) days, may be held separately or in connection with a regular or special Council meeting, and may be adjourned from time to time; all persons interested shall have an opportunity to be heard.
  - (4) After the hearing the Council may adopt the ordinance with or without amendments or reject it; adoption of an ordinance requires that at least three (3) members vote in favor of the ordinance. If the ordinance is amended as to any matter of substance, the Council may not adopt it until the ordinance or its amended sections have been subjected to all the procedures required in the case of a newly introduced ordinance.
  - (5) As soon as practicable after adoption of any ordinance, the City shall have it published again together with a notice of its adoption.
- (C) Effective Date Unless otherwise provided, every ordinance shall become effective at the time of publication of notice of the adoption or at any later date specified therein.
- (D) "Publish" Defined As used in this Section, the term "publish" means to print in one or more newspapers of general circulation in the City:

- (1) the ordinance or a brief summary thereof, and
- (2) the places where copies of it have been filed and the times when they are available for public inspection.

### **Section 3.15 Code of Technical Regulations**

- (A) The Council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance. The procedure and requirements governing such an adopting ordinance shall be as prescribed for ordinances generally except that:
  - (1) the requirements of Section 3.14 for distribution and filing of copies of the ordinance shall be construed to include copies of the code of technical regulations, as well as of the adopting ordinance, and
  - (2) a copy of each adopted code of technical regulations as well as of the adopting ordinance shall be authenticated and recorded by the City Secretary pursuant to Section 3.17 of this Article.
- (B) Copies of any adopted code of technical regulations shall be made available by the City Secretary for distribution or for purchase at a reasonable price.

### **Section 3.16 Emergency Ordinances**

- (A) To meet a public emergency, as defined by State law, the Council may adopt one or more emergency ordinances. Such ordinances may not:
  - (1) levy taxes;
  - (2) grant, renew, or extend a franchise;
  - (3) regulate the rate charged by any public utility for its services; or
  - (4) authorize the borrowing of money except as provided for in Paragraph 5.06 (B) of this Charter.
- (B) An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.
- (C) An emergency ordinance may be adopted with or without amendment, or rejected, at the meeting at which it is introduced. The affirmative vote of four (4) members of the Council shall be required for adoption.
- (D) Every emergency ordinance except one made pursuant to Paragraph 5.06

(B) of this Charter shall automatically stand repealed as of the sixty-first (61st) day following the date on which it was adopted, but this shall not prevent reenactment of the ordinance in the manner specified in this Section if the emergency still exists.

### **Section 3.17 Authentication and Recording**

The Mayor and the City Secretary shall authenticate by signature and have recorded in full in a properly indexed book kept for the purpose all ordinances and resolutions adopted by the Council.

## **ARTICLE IV CITY ADMINISTRATION**

### **Section 4.01 City Manager**

- (A) The Council shall upon approval of a majority of the full City Council appoint a City Manager who shall be the chief administrative and executive officer of the City, and shall be responsible to the Council for the administration of the affairs of the City.
- (B) The City Manager shall be chosen by the Council solely on the basis of executive and administrative training, experience, and ability.
- (C) The City Manager shall be appointed for an indefinite term and receive compensation as may be fixed by the Council.
- (D) No member of the Council shall, during the time for which he or she is elected, nor for one (1) year thereafter, be appointed City Manager.
- (E) The Council may by affirmative vote of the a majority of the full City Council adopt a resolution removing the Manager from office. The action of the Council in removing the Manager shall be final, it being the intention of this Charter to vest all authority and fix all responsibility for such removal in the City Council.
- (F) The City Manager may, by letter filed with the City Secretary and subject to approval by the City Council, designate a qualified City administrative officer to be Acting City Manager during the temporary absence or disability of the Manager. If the City Manager fails to make such designation or if the Council chooses to revoke such designation, the Council may appoint an Acting City Manager to serve during such times. The Council may remove an Acting City Manager at any time.

### **Section 4.02 Duties of the City Manager**

The City Manager shall:

- (A) with the advice and consent of the Council, appoint and remove all department heads of the City, except as otherwise provided in this Charter or by ordinance;
- (B) attend all meetings of the Council, taking part in discussion, but having no vote, and shall be notified of all special meetings of the Council;
- (C) see that all laws, provisions of this Charter, and acts of the Council, subject to enforcement by the Manager or by officers subject to his or her direction and supervision, are faithfully executed;
- (D) prepare and submit the annual budget and capital program to the Council;
- (E) submit to the Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year;
- (F) keep the Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City as he or she deems desirable;
- (G) make such other reports as the Council may require concerning the operations of the City departments, offices, and agencies subject to his or her direction and supervision; and
- (H) perform such other duties as are specified in the Charter or may be required by the Council or the laws of the State of Texas.

**Section 4.03 City Secretary**

- (A) The Council shall appoint a City Secretary who shall report administratively to the City Manager, but may be removed from office only with the consent of the Council.
- (B) The duties of the City Secretary shall be to:
  - (1) prepare and post notice of Council meetings;
  - (2) keep the minutes of proceedings of Council meetings;
  - (3) authenticate by signature and record in full, in a book kept and indexed for that purpose, all ordinances and resolutions passed by the Council;
  - (4) hold and maintain the City Seal and affix the Seal to all instruments requiring it; and

- (5) perform such other duties as may be specified by the Council, City Manager, this Charter, or the laws of the State of Texas.

**Section 4.04 City Attorney**

- (A) The City Council shall appoint an attorney, licensed to practice law in the State of Texas, as City Attorney. The City Council may appoint a law firm and its lawyers to collectively serve as the City Attorney and Deputy City Attorneys. The City Attorney and Deputy City Attorneys shall serve at the will of and be entitled to compensation as established by the Council.
- (B) The duties of the City Attorney shall be to:
  - (1) serve as legal advisor to the Council, to all offices, departments, and agencies of the City, and to all officers and employees of the City in matters relating to their official duties;
  - (2) represent the City in all legal proceedings;
  - (3) perform all services incident to his or her position as may be required by statute, this Charter, ordinance, or as directed by the Council.
- (C) The Council may retain special counsel at any time it deems such action appropriate or necessary.

**Section 4.05 Municipal Court**

- (A) There is hereby established a court designated the Municipal Court of the City of Alpine.
- (B) The Municipal Court shall have jurisdiction within the territorial limits of the City for the trial of misdemeanor offenses with all powers and duties granted by the laws of the State of Texas.
- (C) The Judge of the Municipal Court shall be nominated by the Mayor and approved by the City Council for a term to run concurrently with the term of office of the Mayor. Compensation shall be set by the Council and may not be reduced during the term of office for which the Judge was appointed.
- (D) In the absence or disability of the Judge, the Council shall appoint an interim judge to preside over the Municipal Court.
- (E) All costs and fines collected by the Municipal Court shall be paid to the City treasury for the use and benefit of the City.

**ARTICLE V FINANCIAL PROCEDURES**

### **Section 5.01 Fiscal Year**

The fiscal year of the City shall be established by ordinance.

### **Section 5.02 Submission of Budget and Budget Message**

Not later than forty-five (45) days prior to the close of the fiscal year, the City Manager shall submit to the City Council a budget for the ensuing fiscal year and an accompanying message.

### **Section 5.03 Budget Message**

The Manager's message shall explain the budget both in fiscal terms and in terms of the work programs. It shall:

- (1) outline the proposed financial policies of the City for the ensuing fiscal year;
- (2) describe the important features of the budget;
- (3) indicate any major changes from the current year in financial policies, expenditures, and revenues, and the reasons for such changes;
- (4) summarize the City's debt position; and
- (5) include such other material as the Manager deems desirable.

### **Section 5.04 Budget**

- (A) The budget shall provide a complete financial plan of all City funds and activities for the ensuing fiscal year and, except as required by law or this Charter, shall be in such form as the Manager deems desirable or the Council may require.
- (B) In organizing the budget the Manager shall utilize the most feasible combination of expenditure classification by fund, organization unit, program, purpose or activity, and object. It shall begin with clear general summary of its contents and shall show in detail:
  - (1) all estimated income, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year;
  - (2) comparative figures for actual and estimated income and expenditures of the current fiscal year;
  - (3) actual income and expenditures of the preceding fiscal year;

- (4) any other item(s) required by State law to be included in the budget.
- (C) The budget shall indicate in separate sections:
  - (1) estimated revenues for operations during the ensuing fiscal year, detailed by source;
  - (2) proposed expenditures for current operations during the ensuing fiscal year, detailed by offices, departments, and agencies in terms of their respective work programs;
  - (3) proposed capital expenditures during the ensuing fiscal year, detailed by offices, departments, and agencies when practicable, and the proposed method of financing each capital expenditure; and
  - (4) anticipated net surplus or deficits for the ensuing fiscal year of each enterprise owned or operated by the City and the proposed method of its disposition.
- (F) Subsidiary budgets for each enterprise, giving detailed income and expenditure information, shall be attached as appendices to the budget.
- (G) The total of proposed expenditures shall not exceed the total of estimated incomes plus any accumulated surplus.

**Section 5.05 City Council Action on Budget**

- (A) The Council shall publish in one or more newspapers of general circulation in the City the general summary of the budget and a notice stating:
  - (1) the times and places where copies of the message and budget are available for inspection by the public, and
  - (2) the time and place for a public hearing on the budget.
- (B) After the public hearing, the Council may adopt the budget with or without amendment. In amending the budget, it may add or increase programs or amounts and may delete or decrease any program or amounts, except expenditures required by law or for debt service, provided that no amendment to the budget shall increase the authorized expenditures to an amount greater than the total of estimated income plus any accumulated surplus.
- (C) The Council shall adopt the budget on or before the fifteenth day of the twelfth month of the fiscal year currently ending. If it fails to adopt the

budget by this date, the amounts appropriated for current operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month- to-month basis, with all items in it prorated accordingly, until such time as the Council adopts a budget for the ensuing fiscal year.

- (D) Adoption of the budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated and shall constitute a levy of the property tax therein proposed, provided that in no event shall such levy exceed the legal limit provided by the laws and Constitution of the State of Texas.

#### **Section 5.06 Budget Amendments After Adoption**

- (A) If during the fiscal year the Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Council by ordinance may make supplemental appropriations for the year up to the amount of the excess.
- (B) To meet a public emergency, as defined by State law, the Council may make emergency appropriations. Such appropriations may be made by emergency ordinance in accordance with the provisions of Article III, Section 3.16 of this Charter. To the extent that there are no available unappropriated revenues to meet such appropriations, the Council may by emergency ordinance authorize the issuance of emergency notes, which may be renewed from time to time. The emergency notes and renewal of those notes during any fiscal year shall be paid not later than the last day of the current fiscal year.
- (C) If at any time during the fiscal year it appears probable to the Manager that the revenues available will be insufficient to meet the amount appropriated, he shall report to the Council without delay, indicating the estimated amount of the deficit, any remedial action taken, and recommendations as to any other steps to be taken. The Council shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one or more appropriations.
- (D) At any time during the fiscal year the Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office, or agency, up to a limit set By the City Council. The Manager may make written request to The Council to Transfer Balances in excess of said limit with Council Approval. No funds may be transferred to increase a salary appropriation without the approval of the Council. Upon written request by the Manager, the Council may by ordinance transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another.
- (E) No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be

appropriated or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this Section may be made effective immediately upon adoption.

### **Section 5.07 Lapse of Appropriations**

Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An appropriation for a capital expenditure shall continue until the purpose of any such appropriation shall be deemed abandoned if three years pass without any disbursement from or encumbrance of the appropriation.

### **Section 5.08 Capital Program**

- (A) The City Manager shall prepare and submit to the Council a five-year capital program at least three months prior to the final date for submission of the annual budget.
- (B) The capital program shall include:
  - (1) a clear general summary of its contents;
  - (2) a list of all capital improvements which are proposed to be undertaken during the five fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements;
  - (3) cost estimates, methods of financing, and recommended time schedules for each such improvement; and
  - (4) the estimated annual cost of operating and maintaining the facilities to be constructed or acquired.
- (C) The capital program shall be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

### **Section 5.09 City Council Action on Capital Program**

- (A) The Council shall publish in one or more newspapers of general circulation in the City the general summary of the capital budget and a notice stating:
  - (1) the times and places where copies of the capital program are available for inspection by the public; and
  - (2) the time and place, not less than two weeks after such publication,

for a public hearing on the capital program.

- (B) The Council by resolution shall adopt the capital program with or without amendment after the public hearing and on or before the fifteenth day of the twelfth month of the current fiscal year.

### **Section 5.10 Public Records**

Copies of the budget and the capital program as adopted shall be public records and shall be available to the public at suitable places in the City.

### **Section 5.11 Purchase Procedures**

- (A) No payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless the Manager or the Manager's designee first certifies that there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds therefrom are or will be available to cover the claim or meet the obligation when it becomes due and payable.
- (B) Any authorization of payment or incurring of obligation in violation of the provisions of this Charter shall be void and any payment so made shall be illegal. Such action shall be cause for removal of any elected or appointed officer who knowingly authorized or made such payment or incurred such obligation, and he or she shall also be liable to the City for any amount so paid.
- (C) All purchases made and contracts executed by the City shall be in accordance with the requirements of the Constitution and laws of the State of Texas.

### **Section 5.12 Accounting and Reporting Procedures**

The City shall adopt an accounting manual prepared by competent authority which shall provide procedures to be followed in the detail recording and reporting of financial transactions. Changes in such accounting manual may be made, as may from time to time be necessary, by the City Manager, providing such changes do not weaken controls as may be advised by the City auditor. Accounting controls shall be adequate to protect the assets of the City, but shall not be restrictive beyond the value of the assets being controlled.

### **Section 5.13 Authority to Issue Bonds**

The City Council shall have the power and authority to issue all tax bonds, revenue bonds, funding and refunding bonds, warrants, time warrants, certificates of obligation, notes, and other evidence of obligation as may be authorized by the Constitution and laws of the State of Texas.

### **Section 5.14 Authority to Levy Taxes**

The City may levy taxes of any type and amount not prohibited by the laws and Constitution of the State of Texas or other provisions of this Charter.

### **Section 5.15 Collection of Taxes**

- (A) The City Manager may, subject to approval by a majority of the full City Council, appoint an individual as City Tax Collector to collect taxes. The Tax Collector shall be given a fidelity bond, the cost to be borne by the City. The amount of such bond shall be set by the Council, but shall not be less than the amount of tax collections under his or her control at any one time.
- (B) As an alternative to appointing a City Tax Collector, the City Council may contract with the Brewster County Tax Assessor- Collector to collect taxes for the City.
- (C) All taxes due the City shall be payable at the office of the designated Tax Collector or Assessor-Collector.
- (D) Due date of the taxes to be paid without penalty and the penalty and interest charged for late payment shall be in accordance with the Texas Property Tax Code and any other applicable laws of the State of Texas.

## **ARTICLE VI ELECTIONS**

### **Section 6.01 Regular Elections**

Annual City elections shall be held on the first Saturday in May, or on the closest date to the first Saturday in May permitted by the laws of the State of Texas.

### **Section 6.02 Qualified Voters**

All citizens qualified by the Constitution and laws of the State of Texas to vote in the City shall be qualified voters of the City.

### **Section 6.03 Regulation of Elections**

All municipal elections shall be held in accordance with the provisions of the general laws of Texas regulating the holding of elections. The City Council shall have the power to make rules and regulations not inconsistent with this Charter or the general laws of this State for the conduct of elections or for the prevention of frauds in elections.

### **Section 6.04 Filing for Office**

- (A) Any qualified citizen who desires to become a candidate for City office shall

file with the City Secretary a signed application for his or her name to appear on the ballot. This application must be filed in accordance with the laws of the State of Texas.

- (B) In addition to all General Requirements for Application for a place on the ballot as specified in the Texas Election Code, or any other requirements specified in the laws or Constitution of the State of Texas, a candidate must possess the qualifications specified in Section 3.02, Paragraph (A) of this Charter.
- (C) Any elected City official who applies to become a candidate for an office or place other than the one currently held must resign if the scheduled term of the office or place currently held would overlap with the one for which application is being made. The resignation must be announced at least thirty (30) days prior to the filing deadline, and the effective date of the resignation must be no later than the date of the related election. Any vacancy created by such resignation shall be filled at the related election.

### **Section 6.05 Election by Plurality**

At any regular or special election for the City Council, including the office of Mayor, the candidate for each position or place who shall receive the greatest number of votes shall be declared elected.

## **ARTICLE VII INITIATIVE, REFERENDUM, AND RECALL**

### **Section 7.01 Initiative**

- (A) The voters of this City shall have the power to propose any ordinance, except an ordinance appropriating money or authorizing the levy of taxes, or one repealing such an ordinance, and to adopt or reject the same at the polls.
- (B) Any initiated ordinance may be submitted to the Council by a petition signed by registered and qualified voters of the City equal in number to at least twenty-five (25) percent of the number of votes cast at the last regular City election, or three hundred (300), whichever is greater.
- (C) Initiative petitions shall contain the full text of the proposed ordinance.
- (D) Such ordinances may be passed by the Council without change, or must be submitted to the voters at an election called for that purpose and held in compliance with the Texas election code.

### **Section 7.02 Referendum by Voters**

- (A) The voters of this City shall have the power to approve or reject at the polls any ordinance passed by the Council except an ordinance appropriating money, authorizing the levy of taxes, or authorizing the issuance of either tax or revenue bonds, whether original or refunding.
- (B) The petition for referendum shall require the same number and qualification of signers as required by this Charter for an initiative petition.
- (C) A referendum petition must contain sufficient description of the ordinance to positively identify it.
- (D) A referendum petition must be filed with the City Secretary within thirty (30) days after the final passage of the ordinance which is the subject of the referendum, or the petition shall be barred by the lapse of time.
- (E) When such petition has been certified as sufficient by the City Secretary, the ordinance shall not go into effect, or, if it has gone into effect, further enforcement or action thereunder shall be suspended unless and until such ordinance is approved by the voters as herein provided.

**Section 7.03 Consideration by Council**

- (A) Whenever the Council receives a certified initiative or referendum petition from the City Secretary, it shall proceed at once to consider such petition. The Council shall take final action on such ordinance not later than thirty (30) days after the date on which it was submitted to the Council by the City Secretary.
- (B) A referred ordinance shall be reconsidered by the Council and Council's final vote upon such consideration shall be on the proposal to repeal.

**Section 7.04 Referendum by City Council**

- (A) In the absence of a petition, the Council shall have the authority to submit a proposed ordinance to the voters.
- (B) If the Council specifies that the election is binding, and if the voters approve the proposed ordinance, then the ordinance is adopted.
- (C) If the Council specifies that the election is non-binding, then the results of the election are only to supply information and guidance to the Council, and the proposed ordinance is neither approved nor disapproved.

**Section 7.05 Submission to Voters**

- (A) If the Council shall fail to pass an ordinance proposed by initiative petition in the exact form proposed, or fail to repeal an ordinance referred by

petition, or in the case of an ordinance proposed by the Council, the proposed or referred ordinance shall be submitted to the voters.

- (B) An initiative or referendum election shall be held within sixty (60) days from the date the Council takes its final vote on the proposed or referred ordinance or at the earliest date there- after permitted by the Texas election code.
- (C) Any number of ordinances may be voted on at the same election.

#### **ection 7.06 Results of Election**

- (A) A majority vote in favor of a proposed initiative ordinance shall constitute its adoption as a City ordinance.
- (B) If two or more ordinances with conflicting provisions are approved by the voters, the ordinance receiving the greater number of votes shall be adopted and the conflicting ordinance or ordinances shall be rejected.
- (C) An ordinance referred by petition and voted on in a referendum election that does not receive a majority of the vote shall be deemed repealed.
- (D) No ordinance adopted at the polls under initiative or referendum shall be amended or repealed by the Council within six (6) months of adoption.
- (E) No ordinance repealed at the polls in a referendum election shall be reenacted within six (6) months.

#### **Section 7.07 Publication of Initiative and Referendum Ordinances**

Initiative and referendum ordinances shall be published in the same manner as those adopted by the Council.

#### **Section 7.08 Recall**

- (A) The voters of this City shall have the power to recall any member of the City Council, including the Mayor, and may exercise such power by filing with the City Secretary a petition which shall be signed and verified by registered and qualified voters of the City as specified below:
  - (1) for a position elected from the City at-large, by a number of such voters equal to at least thirty (30) percent of the number of votes cast at the last regular City election, or three hundred fifty (350), whichever is greater; or
  - (2) for a position elected from a ward, by a number of such voters equal to at least thirty (30) percent of the number of votes cast from that ward in the last regular City election, or seventy-five (75), whichever

is greater.

- (B) The City Secretary shall immediately notify by registered mail the officer whose removal is sought.
- (C) If the petition is certified by the City Secretary to be sufficient, the Council shall order and hold, or cause to be held, an election to determine whether such officer shall be re-called.

**Section 7.09 Form of Recall Petition**

The recall petition must be addressed to the City Council and must distinctly and specifically point out the ground or grounds upon which such petition for removal is predicated. The signatures shall be verified by oath in the following form:

STATE OF TEXAS

COUNTY OF BREWSTER

I \_\_\_\_\_, being first duly sworn, on oath depose and say that I am one of the signers of the above petition, that the statements made therein are true, and that each signature appearing thereto was made in my presence on the day and date it purports to have been made, and I solemnly swear that the same is the genuine signature of the person whose name it purports to be.

\_\_\_\_\_

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_

Notary Public in and for  
Brewster County, Texas

**Section 7.10 Public Hearing on Recall Petition**

The officer whose removal is sought by a recall petition may, within five days after such recall petition has been presented to the Council, request that a public hearing be held to permit him or her to present facts pertinent to the charges specified in the recall petition. In this event, the Council shall order such public hearing to be held not less than five days nor more than fifteen days after receiving such request for a public hearing.

**Section 7.11 Recall Election**

- (A) If the officer whose removal is sought does not resign, and if the recall petition is certified by the City Secretary to be sufficient, the City Council shall order and hold, or cause to be held, an election to determine whether the officer shall be recalled.
- (B) A recall election shall be held within thirty (30) days from the date the petition was submitted to the Council or from the date of public hearing if one was held, whichever is later, or at the earliest date thereafter permitted by the Texas election code.

**Section 7.12 Ballots for Recall Election**

Ballots used at recall elections shall conform to the following requirements:

- (A) with respect to each person whose removal is sought, the question shall be submitted:

Shall (name of person) be removed from the office of (name of office) by recall?

- (B) Immediately below each such question there shall be printed the two following propositions, one above the other, in the order indicated:

FOR the recall of (name of person)

AGAINST the recall of (name of person)

**Section 7.13 Results of Recall Election**

If the majority of the legal votes cast at a recall election be for the recall of the officer named on the ballot, the Council shall immediately declare their office vacant. Such vacancy shall be filled in accordance with the provisions of this Charter.

**Section 7.14 Limitation on Recall**

No recall petition shall be filed against an officer within six months after he or she

takes office, nor within six months after an election for such officer's recall.

### **Section 7.15 Failure of Council to Call an Election**

In case all of the requirements of this Charter shall have been met and the Council shall fail or refuse to receive the recall petition or order such recall election or discharge any other duties imposed upon said Council by the provisions of this Charter with reference to such recall, then the County Judge of Brewster County, Texas, shall discharge any of such duties herein provided to be discharged by the person performing the duties of the City Secretary or by the Council.

### **Section 7.16 Forms of Petitions**

- (A) All papers necessary for the filing of petitions to be circulated for initiative, referendum, or recall must be obtained from the City Secretary. The petition forms shall be available at the City Secretary's office at all reasonable times and will be dated and signed by that City official when issued.
- (B) The signatures to initiative, referendum, or recall petitions need not be appended to one paper, but all papers constituting a single petition shall be assembled and filed with the City Secretary as one instrument. The petition must be accompanied by an affidavit made by the person filing such petition that the petition bears a stated number of signatures, and that all the signatures appended thereto are, in his or her belief, the genuine signatures of the persons whose name they purport to be. All signatures must be in ink. Names and addresses of the signers of such petitions and their precinct number and serial number from the voter registration certificate or other document prescribed by the laws of the State of Texas to identify qualified voters shall be printed in ink adjacent to the signatures.
- (C) Petitions for initiative, referendum, or recall shall be filed with the City Secretary. Within twenty days after such a petition is filed, the City Secretary shall determine whether such petition is signed by a sufficient number of qualified voters and whether it has a proper affidavit attached of the person filing same. After completing examination of such petition, the City Secretary shall certify the result thereof to the Council at its next regular meeting. If such petition is insufficient, the City Secretary shall set forth the particulars in which it is defective, and shall at once notify the person who filed it.

### **Section 7.17 Amendment of Petition**

An initiative, referendum, or recall petition may be amended at any time within ten days after the notice of insufficiency has been sent by the City Secretary, by filing a supplementary petition, and the same procedures shall then be followed by the City Secretary and Council as in the case of an original petition. The finding of

insufficiency of a petition shall not prejudice the filing of a new petition for the same purpose.

## **ARTICLE VIII FRANCHISES AND PUBLIC UTILITIES**

### **Section 8.01 Power to Grant Franchise**

The City Council may, by ordinance, grant, amend, renew, cancel for cause, and extend franchises of all public utilities, including cable television, operating in the City. No franchise may be granted for an indefinite term.

### **Section 8.02 Franchise Extensions**

All extensions of public utilities within the City limits shall become a part of the aggregate property of the public utility, shall be operated as such, and shall be subject to all the obligations and reserved rights contained in this Charter and in any original grant hereafter made. The right to use and maintain any extension shall terminate with the original grant.

### **Section 8.03 Transfer of Franchise**

No public utility franchise may be transferred or assigned by the holder except with the approval of the City Council.

### **Section 8.04 Regulation of Franchise**

All grants, renewals, extensions, or amendments of public-utility franchises, whether it be so provided in the ordinance or not, shall be subject to the right of the City to:

- (A) repeal the same by ordinance at any time for failure to begin construction or operation within the time prescribed or for failure otherwise to comply with the terms of the franchise, such power to be exercised only after due notice and hearing;
- (B) require an adequate and reasonable extension of plant and service, and the maintenance of plant and fixtures at the standard necessary to render the highest reasonable quality of utility service to the public;
- (C) establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates;
- (D) prescribe, for each franchised utility, the form of accounts to be kept, or that the system of accounts conform to those prescribed by the appropriate

State and/or federal utility-regulatory agencies;

- (E) impose such reasonable regulations and restrictions as may be deemed desirable or conducive to the safety, welfare, and accommodation of the public;
- (F) require franchise holders to furnish the City, without cost to the City, full information regarding the location and precise description of all facilities of the franchise holder in, over, or under the City, and to regulate and control the location, relocation, and removal of the facilities;
- (G) examine and audit at any time during normal business hours the accounts and records of the franchise holder; and
- (H) require, at any time, such compensation and rental as may be permitted by the laws of the State of Texas.

### **Section 8.05 Franchise Records**

The City shall compile and maintain a public record of all franchises granted by the City, including any extensions or amendments to such franchise grants.

## **ARTICLE IX GENERAL PROVISIONS**

### **Section 9.01 Conflict of Interest**

- (A) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City in violation of the laws of the State of Texas. Any violation of this provision with the knowledge, express or implied, of the person or corporation contracting with the City shall render the contract voidable by the City Manager or the City Council.
- (B) No officer or employee of the City shall ever accept, directly or indirectly, any gift, favor, privilege, or employment valued over \$25.00 from any firm, individual, or corporation doing business or proposing to do business with the City. Any officer or employee of the City who violates the provisions of this Section shall be guilty of a misdemeanor and may be punished by any fine that may be prescribed by ordinance for this offense, and shall forthwith be removed from his or her office or position. This Section does not prohibit the giving of gifts where the donor and recipient are kin by blood or marriage.

### **Section 9.02 Prohibitions**

- (A) The following activities are prohibited:

- (1) No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any City position or appointive City administrative office because of race, gender, age, handicap, religion, country of origin, or political affiliation.
  - (2) No person who seeks appointment or promotion with respect to any City position or appointive City administrative office shall directly or indirectly give, render, or pay any money, service, or other valuable thing to any person for or in connection with his or her test, appointment, promotion, or proposed promotion.
- (B) Any person convicted of a violation of this Section shall be ineligible for a period of five years following such conviction to hold any City office or position and, if an officer or employee of the City, shall immediately forfeit his or her office or position. The City Council shall establish by ordinance such further penalties as it may deem appropriate.

### **Section 9.03 Public Records**

All records and accounts of every office, department, or agency of the City shall be open to inspection by any citizen or by any representative of the press at all reasonable times and under such reasonable regulations as may be established by the Council, except records and documents the disclosure of which are protected by law.

### **Section 9.04 Claims Against the City**

Before the City shall be liable to damage breach of contract, suit for personal injury, or damage to property, the person who is injured or whose property has been damaged or someone on behalf of that person shall give the City Manager or the City Secretary notice in writing, duly verified, within six (6) months after the date of the alleged injury or damage. The notice shall state specifically when, where, and how the injury or damage was sustained, setting forth the extent of the injury or damage as accurately as possible, and giving the names and addresses of all witnesses known to claimant upon whose testimony claimant is relying to establish the injury or damage. In case of injury resulting in death, the person or persons claiming damage shall within six (6) months after the death of the injured person give notice as required above. Nothing in this Section shall be construed to mean the City waives any rights, privileges, defenses, or immunities in tort action which are provided under the common law, the laws of the State of Texas, and the State Constitution.

### **Section 9.05 Liens, Assignment, Execution, and Garnishment**

The real and personal property belonging to the City shall not be liable for sale or appropriation under any writ or execution or cost bill, and no lien of any kind shall ever exist against any such property owned by the City except that the lien be

created or authorized by this Charter or State law. The funds belonging to the City in the hands of any person, firm, or corporation shall not be liable to garnishment, attachment, or sequestration. The City shall not be liable to garnishment on account of any debt it may owe or funds or property it may have on hand or owing to any person. Neither the City nor any of its officers or agents shall be required to answer any such writ or garnishment on any account whatever. The City shall not be obligated to recognize any assignment of wages or funds by its employees, agents, or contractors except by court order.

### **Section 9.06 Separability**

If any provision of this Charter is held invalid, the other provisions of the Charter shall not be affected thereby. If the application of the Charter or any of its provisions to any person or circumstance is held invalid, the application of the Charter and its provisions to other persons or circumstances shall not be affected thereby.

### **Section 9.07 Charter Amendment**

This Charter may be amended by a vote of the qualified voters of this City in compliance with the laws and Constitution of the State of Texas, except that no amendment shall be voted on at an election where citizens of some but not all wards are eligible to vote for a member or members of the City Council.

## **ARTICLE X TRANSITIONAL PROVISIONS**

### **Section 10.01 Officers and Employees**

Nothing in this Charter except as otherwise specifically provided shall affect or impair the rights or privileges of persons who are City officers or employees at the time of its adoption.

### **Section 10.02 Pending Matters**

All rights, claims, actions, orders, contracts, and legal administrative proceedings shall continue except as modified pursuant to the provisions of this Charter.

### **Section 10.03 Effect on Existing Law**

- (A) All City ordinances, rules, and regulations in force on adoption of this Charter and not in conflict with it shall remain in force until altered, amended or repealed by the Council. All rights of the City under existing franchises and contracts are preserved in full force and effect.
- (B) Any ordinances, rules, or regulations inconsistent with this Charter are repealed as of the date of adoption of the Charter.

- (C) Any laws, ordinances, rules, or regulations applicable to Type A General Law Municipalities and not also applicable to Home- Rule Municipalities in the State of Texas shall be superseded upon adoption of this Charter. Any such ordinances, rules, or regulations are repealed as of the date of adoption of this Charter.

#### **Section 10.04 Interim Government**

- (A) If at the time of adoption of this Charter the City is operating under provisions adopted as part of a redistricting plan, operation of the City government and election of City Council- members shall be in accordance with those provisions.
- (B) If at the time of adoption of this Charter no redistricting plan has commenced, or if no provisions have been made for the transition from the present method of electing Councilmembers at large to the method specified in this Charter, the following interim procedures shall be followed.
  - (1) The City Council shall immediately begin the process of dividing the City into wards as specified in this Charter.
  - (2) The districts shall be established prior to the beginning of the period for filing for office for the general City election in 1994.
  - (3) At the general City election in 1994, the Mayor and Councilmembers for places 2 and 4 shall be elected as pre- scribed in this Charter. Any vacancy occurring for either of these Council positions must be filled by a person qualified to be elected to the position vacated.
  - (4) Councilmembers whose terms of office extend beyond the general City election of 1994 may serve out the remainder of their terms. Any vacancy occurring in these positions shall be filled as prescribed in Section 3.06 of this Charter except that any person appointed or elected to fill such a vacancy must be qualified to file for a place not represented by any other member of the Council, including a member elected concurrently at a special election.
  - (5) At the general City election in 1995, Councilmembers for places 1, 3, and 5 shall be elected as prescribed in this Charter.

#### **Section 10.05 Redistricting**

If at any time after single-member districts are established, the City Council determines that the district boundaries do not adequately satisfy Federal or State guidelines or statutes for drawing such boundaries, the Council may, by ordinance, arrange for district boundaries to be re-drawn and approved in conformance with all applicable laws of the United States and the State of Texas.

The City Council shall create an independent redistricting committee at the time of each decennial census and at other times when it is necessary to redistrict the City.

### **Section 10.06 Temporary Ordinances**

- (A) To deal with cases in which there is an urgent need for prompt action in connection with the transition of government and in which the delay incident to the appropriate ordinance procedure would probably cause serious hardship or impairment of effective City government, the City Council may, at any meeting held within sixty (60) days following adoption of this Charter, adopt temporary ordinances. Every temporary ordinance shall be plainly labeled as such but shall be introduced in the form and manner prescribed for ordinances generally.
- (B) After adoption of a temporary ordinance, the Council shall cause it to be printed and published as prescribed for other adopted ordinances.
- (C) Every temporary ordinance, including any amendment made thereto after adoption, shall automatically stand repealed as of the 91st day following the date on which it was adopted.
- (D) Temporary ordinances are not subject to referendum.

### **ARTICLE XI SUBMISSION OF CHARTER TO VOTERS**

The Charter Commission in preparing this Charter has decided that it is impracticable to segregate subjects so as to permit voting on individual subjects separately. Accordingly, the Charter Commission directs that this Charter be submitted to the qualified voters of the City to be voted on as a whole at the General City Election on Saturday, May 1, 1993.

# CITY COUNCIL AGENDA ITEM REPORT

January 6, 2026

Agenda Item No. 11B

Department: City Council

Sponsor: Lucy Escovedo, Councilor

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

Staff Recommendation: None



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## AGENDA ITEM

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Discuss a proposed ordinance restricting large contractor vehicles from traveling through Cemetery Road and adjacent residential areas to access the Sierra La Rana development, including a review of municipal authority, road safety and preservation concerns, the need for a traffic/engineering assessment, and next steps for potential ordinance development. (L. Escovedo, City Council)

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## EXECUTIVE SUMMARY

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### Overview

This discussion item addresses concerns regarding heavy construction vehicles using Cemetery Road and adjacent residential streets as a cut-through route to the Sierra La Rana development. The purpose of the discussion is to review the City’s regulatory authority, assess safety and infrastructure issues, identify necessary technical evaluations, and consider next steps for evaluating a potential ordinance restricting such traffic.

### Background

A Ward 4 resident raised concerns to Councilor Escovedo regarding large contractor trucks traversing Cemetery Road—an area not designed or intended for heavy construction-vehicle traffic. These vehicles have been utilizing the route to access the Sierra La Rana subdivision, creating potential safety conflicts for residents, funeral traffic, and general neighborhood circulation. The matter was forwarded for administrative review and placed on the January 6, 2026, City Council agenda.

### Municipal Authority

Texas law provides cities with broad authority to regulate traffic within municipal limits. Under the Texas Local Government Code and Texas Transportation Code, municipalities may:

- Restrict certain vehicle types on specific streets;
- Establish “No Thru Truck” routes;
- Impose weight limits to protect roadway integrity; and
- Designate required truck routes to control circulation patterns.

This authority applies even when trucks are traveling to destinations outside City limits.

### **Roadway & Safety Considerations**

Cemetery Road presents several characteristics that make it unsuitable for continuous heavy-truck use:

- It is a narrow residential corridor with limited sight distance;
- It is not engineered for repeated heavy-construction loads;
- It provides access to the City cemetery and funeral services;
- High-tonnage vehicles create safety hazards for residents, pedestrians, and funeral processions.

Such traffic accelerates pavement deterioration and increases maintenance costs, making alternative routing—such as access via Highway 118—the more appropriate and safer option.

### **Required Exceptions**

Any prospective ordinance must include operational exceptions for essential municipal services, particularly solid waste and recycling trucks that must access the Hal Flanders Recycling Center and nearby dumpsters via Cemetery Road. Best practice is to define these exemptions functionally (e.g., “vehicles performing City-authorized solid waste and recycling services”) rather than by naming a specific vendor such as TDS.

### **Need for a Traffic/Engineering Assessment**

Before adopting restrictions, municipal best practice calls for a brief technical evaluation addressing:

- Documented safety conflicts;
- Current pavement and subgrade condition;
- Whether weight limits, vehicle-type restrictions, or both are appropriate;
- Identification of appropriate alternate truck routes.

Because the City does not currently employ a staff engineer, the preliminary assessment may be conducted collaboratively by the **Chief of Police** (traffic and safety analysis) and the **Director of Public Works** (roadway condition and load suitability).

### **Next Steps for Council Consideration**

During this meeting, the Council may:

1. Discuss the issue and confirm whether staff should proceed with developing formal ordinance language;
2. Direct staff to conduct the recommended traffic/engineering assessment prior to any ordinance adoption;

3. Request draft ordinance frameworks, including “No Thru Truck,” weight-limit, or hybrid regulatory models;
4. Determine whether community outreach or a future public hearing is warranted.

Following Council direction, staff will return with draft ordinance options and supporting technical documentation.

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 12/10/2025  
Final Approval - 12/10/2025

**CITY COUNCIL AGENDA ITEM REPORT**

**January 6, 2026**

Agenda Item No. 11C

Department: City Council

Sponsor: Megan Antrim, City Manager, Catherine Eaves, Mayor

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

Staff Recommendation: Approve



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**AGENDA ITEM**

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Discuss the status of the Recreation Coordinator position and job posting. (C. Eaves, Mayor)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

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**APPROVERS**

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

Approved - 12/11/2025  
Final Approval - 12/11/2025

**CITY COUNCIL AGENDA ITEM REPORT**

**January 6, 2026**

Agenda Item No. 11D

Department: City Council

Sponsor: Catherine Eaves, Mayor

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

Staff Recommendation: None



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**AGENDA ITEM**

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Discuss the status of the Dog Park and steps moving forward to continue improvements at the facility. (C. Eaves, Mayor)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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Expenditure Required: N/A

Savings Anticipation: N/A

Current Budget FY 2025-2026: N/A

Additional Funding: N/A

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**APPROVERS**

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

Approved - 12/11/2025  
Final Approval - 12/11/2025

# CITY COUNCIL AGENDA ITEM REPORT

January 6, 2026

Agenda Item No. 11E

Department: City Council

Sponsor: Catherine Eaves, Mayor

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

Staff Recommendation: None



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## AGENDA ITEM

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Discuss options for developing a vacant building ordinance and an abandoned and/or dilapidated building ordinance, including a review of existing city ordinances, prior draft ordinances presented to the City Council, and any updated information or recommendations from the Building Official. (C. Eaves, Mayor)

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## EXECUTIVE SUMMARY

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### Background

The City Council previously discussed the potential development of a vacant building ordinance and/or an abandoned and dilapidated building ordinance on **November 4, 2025**. During that discussion, Council Members acknowledged concerns associated with long-term vacant properties but also expressed reservations about pursuing a new regulatory program at this time due to limited staffing capacity, competing operational priorities, and the administrative demands such programs require—particularly when compared to large municipalities such as San Antonio.

Since that discussion, staff has reviewed **Chapter 18 of the City of Alpine Code of Ordinances**, which governs buildings and building regulations, to evaluate the extent to which existing ordinances already address conditions commonly associated with vacant, abandoned, or dilapidated buildings.

### Existing Regulatory Framework

Chapter 18 already provides the City with significant authority to regulate and enforce conditions related to vacant and deteriorated structures, including:

- Authority for the Building Official to **inspect structures and require correction of unsafe or unauthorized conditions**.
- Requirements that **permits be obtained** for the repair, alteration, demolition, or change of occupancy of buildings, including vacant or abandoned structures.
- Adoption of the **International Building Code, International Existing Building Code, and Property Maintenance standards**, which establish minimum safety, structural integrity, and maintenance requirements regardless of occupancy status.

- Enforcement tools under the **Dangerous Buildings provisions**, including notice, hearings before the Building and Standards Commission, and orders for repair, securing, or demolition when a structure poses a risk to public health or safety.
- Criminal penalties and daily enforcement mechanisms for continued noncompliance.

Collectively, these provisions already allow the City to address unsafe, dilapidated, or neglected buildings without creating a separate vacant building registration or fee-based program.

**Purpose of Discussion**

The purpose of this agenda item is to discuss whether additional regulation—such as a dedicated vacant building ordinance or abandoned building program—would provide meaningful benefits beyond the City’s existing enforcement authority. The discussion will also consider:

- Input or recommendations from the Building Official regarding enforceability and staff capacity; and
- Whether existing tools under Chapter 18 are sufficient to address current conditions in Alpine.

**Considerations**

During prior Council discussion, members noted that while vacant building programs can be effective in larger cities, such programs often require dedicated staff, registration systems, inspections, and ongoing administration. Council Members expressed concern that implementing and enforcing a new ordinance could strain existing staff resources and divert attention from other active projects currently underway.

**Next Steps**

This item is presented **for discussion only**. No action is requested at this time. Following discussion, the City Council may:

- Determine that existing ordinances under Chapter 18 are sufficient;
- Defer further action until staffing capacity or priorities change; or
- Direct staff to explore limited or targeted enhancements that build upon existing authority rather than creating a new standalone program.

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**SUPPORTING MATERIALS**

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1. Vacant Buildings Program - City of San Antonio
2. Ordinance - City of San Antonio
3. Alpine Code - ARTICLE XI. DANGEROUS\_BUILDINGS

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 12/22/2025  
Final Approval - 12/22/2025



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## Historic Preservation

(<https://www.sa.gov/Directory/Departments/>

# Vacant Buildings

**NOTE:** As part of the FY2026 Budget, Vacant Building Program registration fees were updated, effective October 1, 2025. View the [fee schedule](#).

(<https://www.sa.gov/Directory/Departments/OHP/Vacant-Buildings/Register-a-Vacant-Building#fees>).

The Vacant Building Program (VBP) was created with the goal to address the root causes of vacancy, increase public safety, and encourage economic development by spurring owners of vacant buildings to bring their properties back into productive use.

The program works to conserve our existing building stock through meeting the ordinance minimum maintenance requirements, annual inspection, registration process, and the promotion of redevelopment opportunities for registered buildings. Vacant and unoccupied buildings can be health and safety hazards that diminish the quality of life of a neighborhood and reduce surrounding property values.

Additionally, the provisions in Chapter 12 allow for the program staff to work with property owners to find long-term solutions to vacancy. In some cases we can offer property owners registration fee waiver and time extensions to register properties. Our goal is work with owners and community to convert vacant spaces into vibrant places.

Direct input and support was sought from the community, business stakeholders, and City Council in the creation of the program. That early support led to the program's start as an 18-month pilot program in January 2015 with the adoption of Chapter 12 in the Code of Ordinances

([https://library.municode.com/TX/San\\_Antonio/codes/code\\_of\\_ordinances?nodeId=PTIICO\\_CH12VABUDE](https://library.municode.com/TX/San_Antonio/codes/code_of_ordinances?nodeId=PTIICO_CH12VABUDE)). With the passage of the FY2017 budget, the original 25 square mile program area was expanded to 112 square miles.

On September 21, 2023, the City of San Antonio City Council passed an ordinance amending Chapter 12 entitled "Vacant Buildings and Deconstruction" Article I, 12-1, and 12-2 (a) of the City Code of San Antonio. The amendment expands the boundaries of the Vacant Building Program to require property owners of vacant structures within 1,000 feet of a public or private school or state-licensed childcare facility to register with the City and to meet the requirements of Chapter 12.

## **In This Section**

### **Eligibility & Program Area**

Find out if your property qualifies for the Vacant Building Program. View eligibility and areas for this program.

(<https://www.sa.gov/Directory/Departments/OHP/Vacant-Buildings/Eligibility>)

### **Register a Vacant Building**

Register your vacant building. You must renew your registration each year.

(<https://www.sa.gov/Directory/Departments/OHP/Vacant-Buildings/Register-a-Vacant-Building>)

## **Maintenance Standards**

View requirements for standard of care for vacant buildings. Buildings must still be maintained even if they are vacant.

(<https://www.sa.gov/Directory/Departments/OHP/Vacant-Buildings/Maintenance-Standards>)

## **Resources for Owners**

View resources for owners of vacant buildings.

(<https://www.sa.gov/Directory/Departments/OHP/Vacant-Buildings/Resources>)

## **Successes Spotlight**

Our Successes Spotlight shows vacant buildings that are restored. View photos and get details about what was done.

(<https://www.sa.gov/Directory/Departments/OHP/Vacant-Buildings/Spotlight>)

# Contact

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## Staff Directory

Contact Information (<https://www.sanantonio.gov/Historic/About-Us/Staff#VBP>)

## Email

Contact Form (<https://us.openforms.com/Form/f56640fb-9343-4bbb-b08e-09c1980a8596>)

## Phone

210-207-7244 (tel:2102077244)

## Mailing Address

P.O. Box 839966

San Antonio, TX 78283

## Related Links

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- [Program Area Map \(https://www.sa.gov/Directory/Departments/OHP/Vacant-Buildings/Eligibility/Program-Area-Map\)](https://www.sa.gov/Directory/Departments/OHP/Vacant-Buildings/Eligibility/Program-Area-Map)
- [Report a Vacant Building \(https://us.openforms.com/Form/151351d4-9878-492b-bb93-e9419944e22f\)](https://us.openforms.com/Form/151351d4-9878-492b-bb93-e9419944e22f)
- [Vacant Building Inventory](#) (PDF, 777KB)  
(</files/assets/main/v/17/ohp/documents/vacant-building-inventory.pdf>)
- [Vacant Building Inventory](#) (XLSX, 93KB)  
(</files/assets/main/v/17/ohp/documents/vacant-building-inventory.xlsx>)
- [Vacant Building Ordinance \(https://library.municode.com/TX/San\\_Antonio/codes/code\\_of\\_ordinances?nodeId=PTIICO\\_CH12VABUDE\)](https://library.municode.com/TX/San_Antonio/codes/code_of_ordinances?nodeId=PTIICO_CH12VABUDE)

PART II - CODE

Chapter 12 - VACANT BUILDINGS AND DECONSTRUCTION

ARTICLE I. VACANT STRUCTURES IN THE CENTRAL BUSINESS DISTRICT, HISTORIC DISTRICTS, VACANT DESIGNATED HISTORIC LANDMARKS, AND HALF-MILE PERIMETERS AROUND ACTIVE MILITARY BASES, AND WITHIN ONE THOUSAND FEET OF A PUBLIC OR PRIVATE SCHOOL OR STATE LICENSED CHILD-CARE FACILITY

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**ARTICLE I. VACANT STRUCTURES IN THE CENTRAL BUSINESS DISTRICT, HISTORIC DISTRICTS, VACANT DESIGNATED HISTORIC LANDMARKS, AND HALF-MILE PERIMETERS AROUND ACTIVE MILITARY BASES, AND WITHIN ONE THOUSAND FEET OF A PUBLIC OR PRIVATE SCHOOL OR STATE LICENSED CHILD-CARE FACILITY**

**Sec. 12-1. 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:

- (1) *Active military base* means a federal military reservation which serves to house and train U.S. military troops and which is located in full or in part within the meets and bounds of the San Antonio city limits.
- (2) *Central business district* is located as noted on maps which will be made available by the Director, and as previously defined in this Code as: Beginning at South San Marcos Street at its intersection with West Commerce Street, south to its intersection with Matamoros Street, east to its intersection with the Union Pacific Railway, south to South Alamo Street, north to its intersection with East Cesar Chavez Boulevard, east to South Cherry Street, north to its intersection with East Commerce Street, east to its intersection with North Mesquite Street, north to its intersection with Burleson Street, west to its intersection with Austin Street, north to its intersection with Casa Blanca Street, west to Newell Avenue, southwest to East Elmira Street, west to the intersection of West Elmira and the westbound service road of Interstate Highway 10, underneath Interstate Highway 10, then westbound from the intersection of the Interstate Highway 10 eastbound service road and Perez Street to its intersection with North Frio Street, south to its intersection with West Martin Street, west to its intersection with North San Marcos Street, south to its intersection with West Commerce Street.
- (3) *Child-care facility* means a facility licensed, certified, or registered by the Texas Department of Family and Protective Services to provide assessment, care, training, education, custody, treatment, or supervision for a child under 18 years of age who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the twenty-four-hour day, whether or not the facility is operated for profit or charges for the services it offers.
- (4) *City initiated tax increment reinvestment areas (or city initiated TIRZ)* means the districts created by city council consistent with Section III(B) and IV(D) of the city council adopted Tax Increment Financing Program Policy. These districts aim to revitalize areas through reinvestment initiatives and the implementation of existing city programs and city adopted plans.
- (5) *Defense base development authority* means a special district and political subdivision created under V.T.C.A., Local Government Code ch. 379(B).
- (6) *Department* means the Office of Historic Preservation for the City of San Antonio, Bexar County, Texas.
- (7) *Director* refers to the director of the Office of Historic Preservation for the City of San Antonio, Bexar County, Texas, and his/her designees.

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- (8) *Half-mile perimeter* means a radius distance of one-half (½) mile extending from the perimeter of an area into the surrounding neighborhoods which are within the city limits.
  - (9) *Historic district* means an area designated as such through approved means by city council, state or federal authority, and as previously defined and adopted in this Code.
    - a. *Historic landmark* means an individual structure or property which has been designated as such through approved means by city council, state or federal authority, and as previously defined and adopted in this Code.
  - (10) *Neighborhood conservation district* means an area designated as such through approved means by city council, state or federal authority, and as previously defined and adopted in this Code.
  - (11) *Owner* means any person, agent, firm, partnership or corporation having a legal interest in the property.
  - (12) *Private school* means a school that offers a course of instruction for students in one or more grades from prekindergarten through grade 12 and is not operated by a governmental entity.
  - (13) *Public school* means a school that offers instruction for students in one or more grades from prekindergarten through grade 12 that is operated by a governmental entity or funded by a governmental source.
  - (14) *Secured* means that all accessible means of ingress and egress to the vacant structure, including but not limited to all exterior doorways and windows are locked so as to prevent unauthorized entry by vagrants and criminals.
    - a. *Temporarily secured* means that all accessible means of ingress and egress to the vacant structure, including but not limited to all exterior doorways and windows are covered with plywood which has been nailed or bolted in place so as to prevent unauthorized entry by vagrants and criminals.
  - (15) *Structure* means that which is built or constructed.
  - (16) *Vacant structure* means that all lawful activity has ceased, or reasonably appears to have ceased for thirty (30) days.
    - a. *Lawful activity* is that the current use of the structure is also that which the structure was built for or intended to be used for.

(Ord. No. 2014-06-19-0461, § 1, 6-19-14; Ord. No. 2016-09-15-0699, § 1, 9-15-16; Ord. No. 2023-09-21-0672, § 1, 9-21-23)

## **Sec. 12-2. Applicability and administration.**

- (a) This article shall apply to all vacant structures, as defined herein, which are now in existence or which may hereafter be constructed or converted from other uses and which are located within the boundary of or within a one-half-mile perimeter of the Central Business District, all historic districts, neighborhood conservation districts, city initiated TIRZ, as well as all vacant historic landmarks and vacant structures within a one-half-mile perimeter of all active military bases and defense base authorities, and all vacant structures located within one thousand (1,000) feet of a public or private school or a child-care facility that is open and in operation.
- (b) The director is authorized to administer and enforce the provisions of this article.
- (c) The director shall have the authority to render interpretations of this title and to adopt policies and procedures in order to clarify the application of its provisions. The director, at his sole discretion, may also

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enter into an agreement with a registered property owner to obtain compliance with this article by a date certain.

(Ord. No. 2014-06-19-0461, § 1, 6-19-14; Ord. No. 2016-09-15-0699, § 1, 9-15-16; Ord. No. 2023-09-21-0672, § 1, 9-21-23)

### **Sec. 12-3. Registration required.**

- (a) The vacant structure property owner shall have ninety (90) days in which to register from the date that written notice is issued to the property owner. Written notice shall be issued to the vacant structure property owner by means of personal service, or by first class mail to their last known address according to Bexar County Appraisal District records, and by posting on the property. The Director may consider evidence provided that the property is listed for sale or lease for fair market value and for a reasonable length of time for purposes of extending the length of time before the property must be registered.
- (b) Upon the issuance of notice to register vacant structure, property owners shall register with the Department and provide the following information:
  - (1) The address and legal description of the property;
  - (2) The current name, physical address, mailing address, telephone number, and email information for any owner(s) with an ownership interest in the property. Corporations or corporate entities shall submit the same information pertaining to their registered agent.
  - (3) The contact information for a local manager of the properties and/or improvements located on said property, as applicable.
  - (4) Proof of liability insurance, no less than one hundred thousand dollars (\$100,000.00), for the property and/or a surety bond for the value of structure if insurance cannot be obtained. Said value shall be the appraised value as determined by the Bexar County Appraisal District. This subsection is not applicable to single family residential structures.
  - (5) Complete the comprehensive plan of action form, provided by the department, detailing a timeline for correcting violations, rehabilitation, maintenance while vacant, and future use of the structure. The plan of action must be updated every six (6) months.
  - (6) A complete floor plan of the property for use by first responders in the event of a fire or other catastrophic event.
  - (7) Criminal trespass affidavits shall be filed with the San Antonio Police Department by the property owner and said property owner shall post "No Trespass" placards on the premises. Additional employment of security services for the property for a specified number of hours every day, may be required by the director on the basis of the property's history of code and/or criminal violations.
  - (8) Vacant structure property owners shall provide written notice to the director, including a copy of the deed, of a change in:
    - a. Ownership of the property;
    - b. Contact information for either the owner or the designated manager.Written notice must be provided to the department no later than 30 days after said changes have occurred.
- (c) Continued annual registration of the property by the vacant structure property owner is required until said structure is deemed occupied and in compliance with all relevant code requirements by the director.

(Ord. No. 2014-06-19-0461, § 1, 6-19-14)

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Created: 2025-09-02 13:47:28 [EST]

(Supp. No. 144, Update 1)

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#### **Sec. 12-4. Registration fees.**

- (a) Vacant structure property owners shall tender an annual registration fee of two hundred fifty dollars (\$250.00) for single-family residential structures or seven hundred fifty dollars (\$750.00) for all other structures, with an annual inspection fee of one cent (\$0.01) per square foot, as determined by Bexar County Appraisal District, with a fifty-dollar (\$50.00) minimum charge. The registration fee shall be pro-rated for the first time a property is registered with the city. Subsequent annual registration fees shall be due and postmarked no later than January 31st of each year.
- (b) If the registration paperwork is submitted in its entirety within forty-five (45) days of the date the written notice was mailed, then the property owner may be entitled to a one hundred dollar (\$100.00) discount. However, failure to submit the registration paperwork in its entirety within the ninety (90) day time period may result in an additional one hundred fifty dollar (\$150.00) fee.

(Ord. No. 2014-06-19-0461, § 1, 6-19-14; Ord. No. 2016-06-16-0466, § 1, 6-16-16)

#### **Sec. 12-5. Property manager or agent.**

- (a) Vacant structure property owners must designate a local manager for said properties and include the relevant contact information for the designated manager upon registering the property with the department. Property managers shall act as agents for the property owner for purposes of accepting legal service, however the vacant property owner remains personally liable in criminal prosecutions for code violations.
- (b) The property manager or agent must be available at the number listed at all times in the event of an emergency or catastrophe. For all vacant properties except for single-family residential structures: the name and telephone number of the property manager or agent must be posted at the front of the building, in large, legible print.

(Ord. No. 2014-06-19-0461, § 1, 6-19-14)

#### **Sec. 12-6. Standard of care for vacant property.**

- (a) The standard of care, subject to approval by the director, shall include, but is not limited to:
  - (1) *Protective treatment:* All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition, weather tight and in such condition so as to prevent the entry of rodents and other pests. All exposed wood or metal surfaces subject to rust or corrosion, other than decay resistant woods or surfaces designed for stabilization by oxidation shall be protected from the elements and against decay or rust by periodic application of weather coating materials such as paint or similar surface treatment. All surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. All siding, cladding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight.
  - (2) *Premises identification:* The property shall have address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of four inches (102mm) high with a minimum stroke width of one-half inch (12.7mm). All buildings shall display a vacant building identification placard as required by the director.

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(Supp. No. 144, Update 1)

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- (3) *Structure*: All structural members and foundation shall be maintained free from deterioration, and shall be capable of safely supporting the imposed loads.
  - (4) *Exterior walls*: All exterior walls shall be kept in good condition and shall be free from holes, breaks, and loose or rotting materials. Exterior walls shall be maintained weatherproof and properly surface coated where necessary to prevent deterioration.
  - (5) *Roof and drainage*: The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent accumulation, dampness or deterioration. Roof drains, gutters and downspouts shall be maintained in good repair, free from obstructions and operational.
  - (6) *Decorative features*: All cornices, belt courses, corbels, applications, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
  - (7) *Overhang extensions and awnings*: All overhang extensions including, but not limited to canopies, marquees, signs, awnings, and fire escapes shall be maintained in good repair and be properly anchored and supported as to be kept in a sound and safe condition.
  - (8) *Stairways, decks, porches and balconies*: Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
  - (9) *Chimneys and towers*: All chimneys, cooling towers, smoke stacks and similar appurtenances shall be maintained structurally safe and sound, and in good repair.
  - (10) *Handrails and guards*: Every exterior handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
  - (11) *Window, skylight and door*: Every window, storefront, skylight and exterior door part, including but not limited to the frame, the trim, window screens and hardware shall be kept in sound condition and good repair. All broken or missing windows shall be replaced with glass and secured in a manner so as to prevent unauthorized entry. All broken or missing doors shall be replaced with new doors which shall be secured to prevent unauthorized entry. All glass shall be maintained in sound condition and good repair. All exterior doors, door assemblies and hardware shall be maintained in good condition and secured. Locks at all exterior doors, exterior attic access, windows, or exterior hatchways shall tightly secure the opening. Windows and doors shall not be secured by plywood or other similar means mounted on the exterior except as a temporary securing measure, and the same shall be removed within a period of time designated by the director.
  - (12) *Basement hatchways and windows*: Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against entry of rodents.
- (b) All repairs shall be subject to approval by the director. All required permits and final inspections prior to and/or following repairs shall be in accordance with applicable laws and rules. Historic properties and properties within designated historic districts are additionally subject to all applicable rules and regulations as codified in chapter 35 of the Code.
  - (c) Failure to maintain the vacant property to the standard of care specified by the department is a violation of this article.

(Ord. No. 2014-06-19-0461, § 1, 6-19-14)

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### **Sec. 12-7. Fee waivers.**

All fee waivers must be applied for, using the forms provided, on an annual basis, and are subject to approval by the director. A fee waiver is only valid for twelve (12) months.

- (1) Property which has been devastated by a catastrophe such as fire or flood: The owner has thirty (30) days to register from the date of the disaster but may be exempt from the fees. This exemption is for the duration of one (1) year from the date of the catastrophe; thereafter all applicable fees are due.
- (2) A property owner who is indigent must register and is otherwise subject to this article but may be exempt from the fees.
- (3) Representatives of a property owner who is deceased or is no longer legally competent must register the property and are otherwise subject to this article but may be exempt from the registration fees.
- (4) Where the owner of the property has obtained a building permit and is progressing in an expedient manner to prepare the premises for occupancy, the owner must register the property and is otherwise subject to this article but may be exempt from the registration fees.
- (5) Where the property owner of a property that is not a single-family residence has maintained the property to the standard of care required under this article, as well as all other applicable ordinances and laws, the owner must register the property but may be exempt from the registration fees.

(Ord. No. 2014-06-19-0461, § 1, 6-19-14; Ord. No. 2016-06-16-0466, § 1, 6-16-16)

### **Sec. 12-8. Exemptions.**

Single-family residential structures which meet the standard of care as stated in section 12-6 are exempt from this article.

(Ord. No. 2014-06-19-0461, § 1, 6-19-14)

### **Sec. 12-9. Jurisdiction, enforcement and penalties.**

- (a) Written notice of violation will precede the issuance of a criminal citation, in which the vacant property owner will be given a reasonable length of time, as determined by the director, to remedy the violation. Written notice shall be issued to the vacant structure property owner by means of personal service, or by first class mail to their last known address according to Bexar County Appraisal District records, and by posting on the property.
- (b) Failure to register with the department after written notice to the vacant structure property owner, as is hereinafter specified, is a violation of this article.
- (c) Violation of this chapter is a Class C misdemeanor.
  - (1) This is a strict liability offense in which no mental state is required.
  - (2) The fine for this offense may not exceed five hundred dollars (\$500.00).
- (d) Administrative, civil, and criminal enforcement are alternative remedies which may be sought independently of each other. Criminal prosecution may occur regardless of pursuit of civil or administrative remedies and vice versa.

(Ord. No. 2014-06-19-0461, § 1, 6-19-14)

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**Secs. 12-10—12-19. Reserved.**

## ***ARTICLE XI. DANGEROUS BUILDINGS<sup>1</sup>***

### *DIVISION 1. GENERALLY*

#### **Sec. 18-281. Definitions.**

The words and phrases contained herein shall have the following meaning ascribed to them unless the context states otherwise:

*Abatement.* Repairing, removing or demolishing a structure or building so as to bring it into compliance with the minimum standards as set forth in this article.

*Accessory structure.* A building or structure incidental to the dwelling unit and located on the same property.

*Appeal court.* The Municipal Court of the City of Alpine, Texas, sitting as a Civil Court.

*Building.* Any structure built for the support, shelter and enclosure of persons, animals, goods or movable property of any kind. Any roof-covered structure shall be considered a building. Also see "structure."

*Building codes.* The most recent version of the codes adopted by the city, including the International Property Maintenance Code, the International Building Code, International Residential Code, the International Plumbing Code, International Existing Building Code, and the National Electric Code.

*Dangerous building.* Any building or structure that does not comply with the minimum standards.

*Minimum standards.* The minimum standards for continued use and occupancy of a building or structure as set forth in section 18-284 herein.

*Inspector.* The individual designated by the city manager to carry out the duties of this article.

*Owner of record.* Any person, agent, firm, corporation or governmental agency shown to be the owner or owners of a structure in:

- (1) The real property, assumed name, or appraisal district records of Brewster County;
- (2) The tax and utility records of the City of Alpine; or
- (3) The records of the secretary of State of Texas.

*Public nuisance.*

- (1) Whatever is dangerous to human life or health; whatever renders the ground, water, air or food hazardous to human life, or health, or that is offensive to the senses; or that is detrimental to the public health; or
- (2) Any structure that creates a hazard to health, safety, comfort or welfare.

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<sup>1</sup>Editor's note(s)—Ord. No. 2013-06-04, § 1, adopted July 2, 2013, added provisions numbered as Art. 18.37, §§ 18-371—18-3711. In order to conform to the format used in this Code the editor has renumbered the provisions added by this ordinance as herein set out.

Note(s)—Formerly art. X, see editor's note for art. V.

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*Structure.* A combination of materials held or put together in a specific way to form a construction for use, occupancy or ornamentation, whether installed on, above, or below the surface of land or water. Structure includes buildings as defined herein.

(Ord. No. 2013-06-04, § 1, 7-2-13; Ord. No. 2022-12-01, § I(Exh. A), 1-3-23)

### **Sec. 18-282. General information.**

- (a) *Notices mailed.* All notices required to be mailed under this article, shall be mailed by certified mail, return receipt requested. When a notice is mailed in accordance with this section and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.
- (b) *Notices posted.* All notices required to be posted shall be attached to the structure as close to the front door as practicable. If there is no front door, notice shall be attached to the structure in a noticeable place.
- (c) *Change of owner.* If a building or structure has been designated as a dangerous building, it is the owner's responsibility to furnish a purchaser, transferee, grantee, mortgagee or lessee a true and correct copy of the notice of dangerous building and to provide the Inspector written notification of the intent to enter into such transaction, including the name and address of the purchaser, transferee, grantee, mortgagee or lessee. A purchaser shall be bound by the notices and orders issued pursuant to this article. It is the purchaser's responsibility to provide a copy to the inspector of the document changing ownership which has been recorded in the Official Public Records of Brewster County.

(Ord. No. 2013-06-04, § 1, 7-2-2013)

### **Sec. 18-283. Abatement of dangerous buildings.**

- (a) It shall be unlawful for any owner, occupant, or other person in control of a structure to allow that structure to be in a condition that does not conform to the minimum standards.
- (b) Any structure that does not conform to the minimum standards is hereby declared to be a public nuisance and shall be abated by vacation, relocation of occupants, repair, demolition, or removal as necessary upon the issuance of an order to abate issued by the board in accordance with the procedures specified in this article.

(Ord. No. 2013-06-04, § 1, 7-2-2013)

### **Sec. 18-284. Conditions requiring abatement.**

- (a) Regardless of its date of construction, a structure is considered not to meet the minimum standards of the city and shall not continue to be used or occupied if the following conditions are present and constitute a danger to persons or property:
  - (1) *Unoccupied structures.*
    - a. Any structure or any part thereof constructed or maintained in violation of any provision of this Code, or any law of the county, state or federal government which makes the structure unsafe;
    - b. Any structure with roof, ceiling, floors, walls, sills, windows, foundation or any combination thereof, rotted or decayed, and falling apart;
    - c. Any structure with shingles or roofing material not in place, or is not free from leaks and sags;
    - d. Any structure that is uninhabitable due to obsolescence and deterioration caused by neglect, vandalism, fire damage, old age, or the elements;
    - e. Any structure that is in danger of falling and injuring persons or property;

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- f. Any structure that is a fire menace because it is in a dilapidated condition, or that is likely to become a fire menace or be set on fire; or contains a fire load with the potential to cause a fire;
  - g. Any structure that has been damaged by fire, water, earthquake, wind, hail, rain, vandalism, or other cause to such an extent that the roof, windows or doors or portions of the structure that protect the interior from the weather, no longer reasonably protect from the weather;
  - h. Any structure that is open and accessible so as to become a harbor for insects, rodents, vermin, uninvited persons or transients; or a place for potential illegal activity;
  - i. Any structure that is in unsanitary condition and likely to create disease because of the presence of insects, rodents or vermin;
  - j. Any structure that is damp and in unsanitary condition and is likely to create disease and sickness;
  - k. Any structure that has holes, cracks or other defects in it;
  - l. Any structure that does not have railings for stairs, steps, balconies, porches;
  - m. Any structure that is not weathertight and waterproof, including but not limited to, roofs, walls, windows, doors and flooring;
  - n. Any structure that does not have a moisture resistant finish or material for the flooring or subflooring of each bathroom, shower room and toilet room;
  - o. Any structure with floors that are missing, buckled, warped, worn, loose, or unlevel;
  - p. Any structure with an electric system that is a hazard due to inadequate maintenance, dilapidation, fire hazard, disaster, damage or abandonment or not safely capable of carrying a load imposed by normal use of appliances and fixtures;
  - q. Any structure where the deterioration, decay or inadequacy of its floor joists, floors, subfloors, or foundation is likely to cause the structure to partially or completely collapse; or
  - r. Any structure not in compliance with the adopted codes of the City of Alpine, specifically including the International Property Maintenance Code, that otherwise fails to meet the requirements of this chapter.
- (2) *Occupied structures.* In addition to the conditions for unoccupied structures:
- a. Any structure that does not have in operating condition a connection to discharge sewage from the structure or land into a public sewer system or septic system;
  - b. Any structure that does not have the minimum required fixtures as required in the International Property Maintenance Code and the International Plumbing Code; all of which shall be in operating condition and connected to both hot and cold water sources;
  - c. Any structure that does not have electrical service meeting required codes as described by the International Property Maintenance Code or the National Electric Code; or
  - d. Any structure that does not meet the standards established for an occupied structure as established by the adopted building codes of the city.
- (b) Any structure that is not occupied by its owners, lessees or other invitees, has been left unsecured from unauthorized entry to the extent that it may be entered by vagrants, transients or other uninvited persons as a place of harborage or may be entered and utilized by children as a play area, regardless of its structural condition.
- (c) Any structure that is boarded up, fenced or secured if:
- (1) The structure constitutes a danger to the public even though secured from entry; or
  - (2) The means used to secure the structure are inadequate to prevent unauthorized entry or use of the structure.

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(Ord. No. 2013-06-04, § 1, 7-2-13; Ord. No. 2022-12-01, § I(Exh. A), 1-3-23)

**Sec. 18-285. Inspection and notice of required abatement.**

- (a) *Inspection.* The inspector shall inspect any structure that he has probable cause to believe does not meet the minimum standards. If the structure is not open and accessible, the Inspector may obtain permission from the owner or a person in control of the premises, or may apply for an administrative search warrant pursuant to Texas Code of Criminal Procedure Section 18.05 unless an exception to the warrant requirement exists.
- (b) *Determination.* The inspector shall use section 18-284 of this article to determine compliance or noncompliance.
- (c) *Notice.*
  - (1) After a determination that a structure requires abatement, an initial notice shall be provided to the owner as on file at the Brewster County Appraisal District.
  - (2) The initial notice shall contain the following:
    - a. The nature of the violation(s) of the minimum standards; and
    - b. That the structure is dangerous and that the owner must vacate and/or repair, remove, or demolish the structure for the good of the public health, safety and welfare.
  - (3) A notice shall be posted on the dangerous building as follows:

"THIS STRUCTURE IS DANGEROUS ACCORDING TO THE MINIMUM STANDARDS SET FORTH IN THE CITY OF ALPINE CODE OF ORDINANCES, CHAPTER 18, SECTION 18-284 AND THE OWNER MUST REPAIR, REMOVE, OR DEMOLISH IT. CONTACT \_\_\_\_\_ AT \_\_\_\_\_ FOR FURTHER INFORMATION. THIS NOTICE SHALL REMAIN ON THIS STRUCTURE UNTIL IT IS REPAIRED, REMOVED FROM THE CITY OF ALPINE CITY LIMITS, OR DEMOLISHED."
- (d) The owner or the owner's designated representative has 15 days from the date of the notice to contact the inspector regarding their intent to repair, remove or demolish the dangerous building.

(Ord. No. 2013-06-04, § 1, 7-2-2013)

**Sec. 18-286. Hearing.**

A public hearing shall be held so that the court may determine whether the structure complies with the minimum standards set forth in this article.

- (a) *Notice of hearing.*
  - (1) The inspector shall make a diligent effort to discover the identity and address of the owner(s) of record and any lienholders or mortgagees of the structure and the underlying property.
  - (2) The inspector shall notify each owner, lienholder, or mortgagee by mail.
  - (3) The inspector shall notify any unknown interested parties by posting a copy of the notice on each structure.
  - (4) The inspector shall file a notice of hearing in the official public records of real property in Brewster County.
- (b) *Contents of notice of hearing.* The notice of hearing shall contain the following information:
  - (1) The owner, lienholder, mortgagee or unknown interested parties have the burden of proof and will be required to submit at the hearing proof of the scope of any work that may be required to make

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the structure comply with the ordinance and the amount of time it will take to reasonably perform the work.

- (2) The name and address of the owner of record.
- (3) A legal description of the property.
- (4) A general description of the structures not meeting the minimum standards.
- (5) A description of the proceeding.

(Ord. No. 2013-06-04, § 1, 7-2-2013)

### **Sec. 18-287. Orders of the court.**

- (a) The court may issue one of the following orders:
  - (1) Order to secure or vacate the structure and relocate the occupants.
  - (2) Order to repair, remove or demolish.
  - (3) Order to remove or demolish.
  - (4) Order to release.
- (b) If the structure is occupied and the court issues an order pursuant to subsection (a)(1), the structure shall be vacated and the occupants relocated.
- (c) Orders of the court issued pursuant to subsections (a)(2) and (a)(3) shall allow 60 days for the ordered action to be completed.
- (d) If a residential structure is removed or demolished pursuant to this article, any and all accessory structures located on the same property shall be removed or demolished, regardless of structural condition.
- (e) The inspector shall promptly mail a copy of any order issued pursuant to subsection (a) of this section, to the owner of record, any lienholder or mortgagee along with a notice containing the following:
  - (1) An identification of the structure and the property on which it is located;
  - (2) A description of the violation(s) of the minimum standards;
  - (3) A statement that the municipality will secure, vacate, repair, remove or demolish the structure if the ordered action is not taken within sixty (60) days.
- (f) Sixty days after an order to repair, remove or demolish has been issued, the Inspector has the authority to request the utilities be disconnected at the structure in order to prepare for demolition.
- (g) Once an order to remove or demolish has been issued by the court, the inspector has the authority to request the utilities be disconnected at the structure in order to prepare for demolition.
- (h) Within ten days following the date that an order is issued, the inspector shall:
  - (1) File a copy of the order in the office of the city secretary of the City of Alpine; and
  - (2) Publish in a newspaper of general circulation in the city a notice containing the following:
    - a. The street address or legal description of the property;
    - b. The date the hearing was held;
    - c. A brief statement indicating the results of the order; and
    - d. Instructions stating where a complete copy of the order may be obtained.

(Ord. No. 2013-06-04, § 1, 7-2-2013)

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### **Sec. 18-288. Permits.**

- (a) Any permits issued for work on a structure on which the court has issued an order shall expire on the deadline established by the order.
- (b) Applicants for a permit to make repairs on a structure on which the court has issued an order shall meet with the appropriate inspecting official from the city's code enforcement department and the building official prior to the granting of a permit. The meeting will be to ensure the applicant understands (i) the scope of work required to be completed to comply with the minimum standards, (ii) that such repairs shall be completed by the deadline established by the order and (iii) that if all repairs are not completed by the deadline established by the order, the structure will be demolished. A permit will not be issued unless the applicants comply with this meeting requirement.
- (c) No permits will be issued after the deadline established by the order.

(Ord. No. 2013-06-04, § 1, 7-2-2013)

### **Sec. 18-289. Appeals.**

Any owner, lienholder or mortgagee of record of property jointly or severally aggrieved by an order of the court under this article may file in district court a verified petition setting forth that the decision is illegal, in whole or in part, and specifying the grounds of the illegality. The petition must be filed by an owner, lienholder, or mortgagee within 30 calendar days after the date a copy of the court's order is mailed to them in accordance with this article.

(Ord. No. 2013-06-04, § 1, 7-2-2013)

### **Sec. 18-290. Expense of abatement.**

- (a) If an owner or other interested party does not secure, vacate, repair, remove, or demolish a structure within 60 days, the inspector may take the ordered action at the city's expense.
- (b) *Calculation of costs.*
  - (1) Costs include all expenses incurred as a result of the enforcement of the order.
  - (2) The general administrative expenses of inspecting structures, locating owners, conducting hearings, and issuing notices and orders, together with all associated administrative functions, require a reasonable minimum charge of \$500.00 per property. The building official shall maintain a log of all expenses incurred during this process. If this total is greater than \$500.00, the cost shall be the greater amount.
- (c) *Lien.* Any expenses incurred by the city pursuant to subsection (a) of this section will be assessed against the property on which the structure stands or stood. The city will have a privileged lien upon filing same in the Official Public Records of Brewster County subordinate only to tax liens against the property unless it is a homestead as protected by the Texas Constitution. The lien will be extinguished if the property owner or other interested party reimburses the city for all expenses and penalties.

(Ord. No. 2013-06-04, § 1, 7-2-2013)

### **Sec. 18-291. Seizure and sale of property to recover expenses.**

The city may foreclose a lien on property pursuant to Texas Local Government Code § 214.004:

- (1) In a proceeding relating to the property brought under Subchapter E, Chapter 33, Tax Code; or
- (2) In a judicial proceeding, if:

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- a. A building or other structure on the property has been demolished;
  - b. A lien for the cost of the demolition of the structure or other structure on the property has been created and that cost has not been paid more than 180 days after the date the lien was filed; and
  - c. Ad valorem taxes are delinquent on all or part of the property.

(Ord. No. 2013-06-04, § 1, 7-2-2013)

**Sec. 18-292—18-300. Reserved.**

*DIVISION 2. BUILDING AND STANDARDS COMMISSION*

**Sec. 18-301. In general.**

The building and standards commission shall:

- (1) Use the standards of criteria related to: deterioration of the building or structure, fire hazard, pestilence, structural deformity, inadequate fire safety measures and other conditions as recognized by the building codes adopted by the city in article X, section 18-260, and article XI, sections 18-281—18-284.
- (2) Hear evidence and shall, upon a finding that the conditions as set out in the ordinances have been met, declare a structure substandard.

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

**Sec. 18-302. Notice.**

- (a) A public hearing shall be held so that the building and standards commission may determine whether the structure complies with the minimum standards set forth in this section.
  - (1) *Notice of hearing.*
    - a. The city secretary shall make a diligent effort to discover the identity and address of the owner(s) of record and any lienholders or mortgagees of the structure and the underlying property.
    - b. The city secretary shall notify each owner by personal delivery, by certified mail with return receipt requested, or by delivery by the United States Postal Service using signature confirmation service, to the record owners of the affected property, and each holder of a recorded lien against the affected property, as shown by the records in the office of the county clerk of the county in which the affected property is located if the address of the lienholder can be ascertained from the deed of trust establishing the lien or other applicable instruments on file in the office of the county clerk lienholder, or mortgagee by mail.
    - c. The inspector shall notify any unknown interested parties by posting a copy of the notice on each structure.
    - d. The inspector shall file a notice of hearing in the official public records of real property in the county.
  - (2) *Contents of notice of hearing.* The notice of hearing shall contain the following information:
    - a. The notice must be posted and either personally delivered or mailed on or before the tenth day before the date of the hearing before the commission panel and must state the date, time, and place of the hearing. In addition, the notice must be published in a newspaper of general circulation in the municipality on one occasion on or before the tenth day before the date fixed for the hearing.

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- b. The owner, lienholder, mortgagee, or unknown interested parties have the burden of proof and will be required to submit at the hearing proof of the scope of any work that may be required to make the structure comply with the ordinance and the amount of time it will take to reasonably perform the work.
  - c. The name and address of the owner of record.
  - d. A legal description of the property.
  - e. A general description of the structures not meeting the minimum standards.
- (b) When a municipality mails a notice in accordance with this section to a property owner, lienholder, or registered agent and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.
- (Ord. No. 2022-10-03, § I(Exh. A), 11-1-22)

### **Sec. 18-303. Functions of the building and standards commission.**

- (a) The building and standards commission may issue one of the following orders:
  - (1) Order to secure or vacate the structure and relocate the occupants.
  - (2) Order to repair, remove or demolish.
  - (3) Order to remove or demolish.
  - (4) Order to release.
- (b) If the structure is occupied and the commission issues an order pursuant to subsection (a)(1) above, the structure shall be vacated and the occupants relocated.
- (c) Orders of the commission issued pursuant to subsections (a)(2) and (3) shall allow 45 days before the ordered action to be completed.
- (d) If a residential structure is removed or demolished pursuant to this article, any and all accessory structures located on the same property shall be removed or demolished, regardless of structural condition.
- (e) The inspector shall promptly mail a copy of any order issued pursuant to subsection (a) of this section, to the owner of record, any lienholder or mortgagee along with a notice containing the following:
  - (1) An identification of the structure and the property on which it is located.
  - (2) A description of the violation(s) of the minimum standards.
  - (3) A statement that the municipality will secure, vacate, repair, remove or demolish the structure if the ordered action is not taken within 45 days.
- (f) Forty-five days after an order to repair, remove or demolish has been issued, the inspector has the authority to request the utilities be disconnected at the structure in order to prepare for demolition.
- (g) Once an order to remove or demolish has been issued by the commission, the inspector has the authority to request the utilities be disconnected at the structure in order to prepare for demolition.
- (h) Within ten days following the date that an order is issued, the inspector shall:
  - (1) File a copy of the order in the office of the city secretary of the city; and
  - (2) Publish in a newspaper of general circulation in the city a notice containing the following:
    - a. The street address or legal description of the property;
    - b. The date the hearing was held;
    - c. A brief statement indicating the results of the order; and

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d. Instructions stating where a complete copy of the order may be obtained.

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

### **Sec. 18-304. Permits.**

- (a) Any permits issued for work on a structure on which the commission has issued an order shall expire on the deadline established by the order.
- (b) Applicants for a permit to make repairs on a structure on which the commission has issued an order shall meet with the appropriate inspecting official from the city's code enforcement and building official prior to the granting of a permit. The meeting will be to ensure the applicant understands:
  - (1) The scope of work required to be completed to comply with the minimum standards;
  - (2) That such repairs shall be completed by the deadline established by the order; and
  - (3) All repairs are not completed by the deadline established by the order (90 days to repair—everything has to be done in 45 days; 45 days for appeal), the structure will be demolished. A permit will not be issued unless the applicants comply with this meeting requirement.
  - (4) No permits will be issued after the deadline established by the order.
- (c) The building and standards commission may not allow the owner, lienholder, or mortgagee more than 90 days to repair, remove, or demolish the building or fully perform all work required to comply with the order unless the owner, lienholder, or mortgagee:
  - (1) Submits a detailed plan and time schedule for the work at the hearing; and
  - (2) Establishes at the hearing that the work cannot reasonably be completed within 90 days because of the scope and complexity of the work.

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

### **Sec. 18-305. Appeal.**

Any owner, lienholder, or mortgagee of record of property jointly or severally aggrieved by an order of the building and standards commission may file in district court a verified petition setting forth that the decision is illegal, in whole or in part, and specifying the grounds of the illegality. The petition must be filed by an owner, lienholder, or mortgagee within 30 calendar days after the respective dates a copy of the final decision of the municipality is personally delivered to them, mailed to them by first class mail with certified return receipt requested, or delivered to them by the United States Postal Service using signature confirmation service, or such decision shall become final as to each of them upon the expiration of each such 30 calendar day period.

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

### **Sec. 18-306. Expense for abatement.**

- (a) If an owner or other interested party does not secure, vacate, repair, remove, or demolish a structure within 45 days, the inspector may take the ordered action at the city's expense with permission for expenses to be incurred from the city council.
- (b) Calculation of costs.
  - (1) Costs include all expenses incurred as a result of the enforcement of the order.
  - (2) The general administrative expenses of inspecting structures, locating owners, conducting hearings, and issuing notices and orders, together with all associated administrative functions, require a reasonable

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minimum charge of \$500.00 per property. The building official shall maintain a log of all expenses incurred during this process. If this total is greater than \$500.00, the cost shall be the greater amount.

- (c) Lien. Any expenses incurred by the city pursuant to subsection (b) of this section will be assessed against the property on which the structure stands or stood. The city will have a privileged lien upon filing same in the official public records of the county subordinate only to tax liens against the property unless it is a homestead as protected by the state constitution. The lien will be extinguished if the property owner or other interested party reimburses the city for all expenses and penalties.

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

### **Sec. 18-307. Rights and remedies saved.**

All rights or remedies of the city are expressly saved as to any and all violations of any building ordinance or amendments thereto, of the city, that have accrued at the time of the effective date the ordinance from which this section derives; and as to such accrued violation, the building and standards commission shall have all the powers that existed prior to the effective date of this ordinance; and that all existing violations of previous building ordinances which would otherwise become non-conforming under this section but shall be considered as violations of this section are violations of this section in the same manner that they were violations of prior building ordinances of the city.

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

**CITY COUNCIL AGENDA ITEM REPORT**

**January 6, 2026**

Agenda Item No. 11F

Department: City Council

Sponsor: Catherine Eaves, Mayor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Discussion and possible direction regarding updates to the official City logo and branding to incorporate Alpine’s identity as a Dark Sky Destination. (C. Eaves, Mayor)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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- 1. dark-sky-seal-drafts

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 12/17/2025  
Final Approval - 12/19/2025

Review Drafts for City of Alpine Dark Sky City Seal



Full Color

Grayscale

Black Only

## CITY COUNCIL AGENDA ITEM REPORT

January 6, 2026

Agenda Item No. 12A

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve the first and final reading of Ordinance 2026-01-02, an ordinance amending the City of Alpine Fiscal Year 2025-2026 budget to appropriate funding for the purchase of an incinerator for the Animal Services department; Providing for the following clauses: Findings of Fact, Cumulative, Proper Notice and Meeting, and Effective Date. (G. Calderon, Interim City Manager)

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### EXECUTIVE SUMMARY

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#### Purpose

The purpose of this ordinance is to formally amend the FY 2025-2026 Budget to appropriate funding necessary for the purchase of a new Animal Services incinerator. The existing unit is at end-of-life, and replacement is required to sustain essential cremation services for residents of Alpine and surrounding communities. This budget amendment reflects both the City's funding contribution and Brewster County's cost-sharing participation.

#### Background

The City's current incinerator has been in operation for approximately 12 years and is critical for providing safe, sanitary, lawful, and dignified animal cremation services throughout the region. The City has processed roughly **2,000 cremations** over the past five years, generating **\$146,985 in revenue**, and the existing unit has paid for itself nearly **300 times** based on its original purchase price. However, the current unit can only process one cremation per day, creating delays.

A replacement model would allow multiple cremations per day, reduce service backlogs, and increase revenue potential. Based on historical demand, staff anticipates that the new unit would recoup its cost within **2–3 years**. The Animal Services program provides regional benefits, supporting residents not only within Alpine but also Fort Davis, Marfa, Terlingua, Marathon, Sanderson, and pet owners traveling through the area.

#### Fiscal Impact

**Exhibit A** to the ordinance details the proposed amendments to the FY 2025-2026 Budget. The project cost totals **\$108,000**, funded as follows:

- **\$50,000** – Brewster County contribution through a proposed Interlocal Agreement
- **\$58,000** – Transfer into the General Fund to support the purchase

- **\$108,000** – Budget appropriation to Capital Improvement Plan, account 01-638-9000 (CIP – Incinerator)

These appropriations are incorporated into the ordinance as required for budget adjustments.

**Interlocal Partnership**

Brewster County has agreed to contribute **\$50,000** toward the purchase of the new incinerator in exchange for continued access to Animal Services. This partnership reflects shared regional use of the service and supports cost-effective continuity for both jurisdictions.

**Ordinance Overview**

Ordinance 2026-01-02:

- Amends the FY 2025-2026 Budget to include the revenue adjustments, transfer, and appropriation for the new incinerator.
- Takes effect immediately upon passage.

As allowed under the City’s Charter and ordinance policy, this ordinance is presented for **first and final reading**.

**Staff Recommendation**

Staff recommends approval of Ordinance 2026-01-02 to ensure the City proceeds with procurement of the replacement incinerator and avoids service interruptions associated with potential equipment failure. Approval also formalizes the City’s budget authority to receive Brewster County’s contribution and complete the purchase.

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**SUPPORTING MATERIALS**

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1. 2026-01-02 ORDINANCE 2025-2026 BUDGET AMENDMENT INCINERATOR ANIMAL SERV.
2. Budget Amendment - Incinerator

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 12/10/2025  
 Final Approval - 12/10/2025

**ORDINANCE 2026-01-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS AMENDING THE CITY OF ALPINE FISCAL YEAR 2025-2026 BUDGET TO APPROPRIATE FUNDING FOR THE PURCHASE OF AN INCINERATOR FOR THE ANIMAL SERVICES DEPARTMENT; PROVIDING FOR THE FOLLOWING CLAUSES: FINDINGS OF FACT, CUMULATIVE, PROPER NOTICE AND MEETING, AND EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Alpine, Texas, in the exercise of its legislative authority, finds it necessary to modify budgets, systems, processes, and fees that support the City’s mission of providing quality services to the citizens of Alpine; and

**WHEREAS**, the City Council has determined that the Fiscal Year 2025-2026 Budget should be amended to reflect updated transfers to cover additional operating endeavors; and

**WHEREAS**, it is in the public interest to amend the Fiscal Year 2025-2026 Budget to incorporate the updated transfers as outlined in Exhibit “A.”

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

**SECTION I  
FINDINGS OF FACT**

All amendments set forth in Exhibit “A,” attached hereto and incorporated herein, are hereby found to be true and accurate representations of the changes approved by the City Council to the Fiscal Year 2025-2026 Budget.

**SECTION II  
CUMULATIVE CLAUSE**

This Ordinance shall be cumulative of all provisions of the Code of Ordinances of the City of Alpine, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which case the conflicting provisions are hereby repealed.

**SECTION III  
SEVERABILITY CLAUSE**

It is hereby declared the intention of the City Council of the City of Alpine that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable. If any phrase, clause, sentence, paragraph, or section of this ordinance is declared unconstitutional or invalid by the valid judgment of a court of competent jurisdiction, such ruling shall not affect the validity of the remaining portions, which shall continue in full force and effect, as the City Council would have enacted them regardless of the invalid portion.

**SECTION IV  
PROPER NOTICE AND MEETING**

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

**SECTION V  
EFFECTIVE DATE**

This Ordinance shall take effect immediately upon its passage and publication as required by state and local law.

**PASSED, APPROVED, AND ADOPTED THIS 6<sup>TH</sup> DAY OF JANUARY 2026, BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**FIRST AND FINAL READING**

**JANUARY 6, 2026**

**ATTEST:**

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

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

# "Exhibit A"

# FY 2025-2026 Budget Amendments

Requestor: Geoffrey Calderon

## 1) Purchase of Animal Shelter Incinerator - Shared Costs with Brewster County

Department	Line - Item	Description	Original Budget	Amended Budget	Proposed Amendment	Amended Budget
<b>ANIMAL CONTROL</b>						
					<b>Increase/(Decrease)</b>	
Revenue	01-538-1901	Brewster County Contribution - Incinerator	\$ -	\$ -	\$50,000.00	\$50,000.00
				<b>Revenue</b>	<b>\$50,000.00</b>	
Transfer In	01-599-9100	Transfer In	\$ -	\$ -	\$58,000.00	\$58,000.00
				<b>Revenue</b>	<b>\$58,000.00</b>	
Appropriation	01-638-9000	CIP - Incinerator	\$ -	\$ -	\$108,000.00	\$108,000.00
				<b>Appropriation</b>	<b>\$108,000.00</b>	

# CITY COUNCIL AGENDA ITEM REPORT

January 6, 2026

Agenda Item No. 12B

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: Approve



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## AGENDA ITEM

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Approve the first reading of Ordinance 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)

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## EXECUTIVE SUMMARY

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### Purpose

The purpose of this item is to present the first reading of Ordinance 2026-01-01, which proposes a new regulatory framework 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 enhance roadway safety, establish consistent operating standards, and ensure alignment with the Texas Transportation Code and Texas Local Government Code.

This version reflects Council feedback from the December 2, 2025 discussion and incorporates the City Attorney's subsequent determination regarding the legal constraints on nighttime operation under Texas law.

### Background

Councilor Richard Portillo proposed implementing a golf cart ordinance and over the past several months, Council has expressed interest in creating a clear regulatory structure for golf carts and similar low-speed vehicles operating on City streets. Initial discussions focused on expressly allowing golf carts within City limits; however, Council later requested that the ordinance also address Polaris-type Utility Task Vehicles (UTVs/side-by-sides), which are used by the public and by City departments.

A revised draft ordinance—developed collaboratively by the Chief of Police and the City Attorney—was circulated to the City Council for review in November. Additional revisions were made by the Interim City Manager based on feedback during circulation to the City Council.

At the December 2 meeting, several Council Members expressed interest in allowing nighttime operation of golf carts and UTVs. After review, the City Attorney advised the city regarding constraints with the implementation of night time operation of golf carts. Accordingly, nighttime operation remains prohibited.

The ordinance is now ready for its first reading.

## **Key Provisions of the Proposed Ordinance**

### **1. Creation of Article X – Low-Speed and Utility Vehicles (Chapter 94)**

The ordinance creates a new article establishing definitions, operational rules, equipment standards, permitting procedures, penalties, and enforcement authority for regulated vehicles.

### **2. Vehicles Covered**

The ordinance applies to:

- Golf carts
- Pocket bikes
- Mini-motorbikes
- Utility Task Vehicles (UTVs) / side-by-sides

These are collectively referred to as **regulated vehicles**.

### **3. Operating Requirements**

Key operating standards include:

- Valid driver's license required
- Operation permitted only on streets with speed limits 30 mph or below (limited crossing exceptions permitted under state law)
- Nighttime operation prohibited (state-law limitation)
- Compliance with all traffic laws
- Prohibition on towing trailers or additional objects
- Passenger limits aligned with manufacturer specifications

Golf carts and UTVs must meet equipment standards required by the Texas Transportation Code, including brakes, lights, reflectors, mirrors, and slow-moving vehicle emblems where applicable.

### **4. Prohibited Areas**

Golf cart operation is prohibited on:

- SH 118
- US Hwy 67/90 (Avenue E and Holland Avenue)

Pocket bikes and mini-motorbikes may not operate on **streets, sidewalks, parks, or parking lots**.

## 5. Permit Requirements

Owners of regulated vehicles must obtain a **biennial permit** through the Alpine Police Department, including:

- Permit application
- Proof of liability insurance
- Driver's license
- Vehicle inspection
- Fee payment:
  - \$50 initial permit
  - \$25 biennial renewal

A decal will be issued and must be displayed on the front driver-side panel.

## 6. Penalties

Violations constitute a misdemeanor punishable by a fine **up to \$500 per occurrence**, with each occurrence constituting a separate offense. APD is authorized to issue citations and impound vehicles operating unlawfully.

## 7. Liability and Revocation

The ordinance clarifies that:

- The City assumes no liability for injuries or damages resulting from vehicle operation
- Vehicle owners are responsible for individuals operating with their permission
- Permits may be revoked for violations, including failure to maintain insurance or use of wireless devices in prohibited areas

## Next Steps

- **January 6, 2026:** First Reading
- **January 20, 2026:** Second and Final Reading (eligible for adoption)

Following adoption, APD will finalize and publish permit forms, inspection procedures, and public guidance materials before implementation.

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**SUPPORTING MATERIALS**

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

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 12/10/2025  
Final Approval - 12/10/2025

**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 20<sup>TH</sup> 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](http://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** Inspected by: \_\_\_\_\_ Date: \_\_\_\_\_

Circle One

**Permit Fee:** Initial Inspection \$50.00 Bi-Annual Re-Inspection \$25.00

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

**PERMIT NO.:** \_\_\_\_\_

**EXPIRATION DATE:** \_\_\_\_\_



## CITY COUNCIL AGENDA ITEM REPORT

January 6, 2026

Agenda Item No. 12C

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve Resolution 2026-01-01, a resolution formally accepting the donation of improvements to the Kokernot Little League Field from the Big Bend Little League Association; Requiring compliance with all applicable building codes; Authorizing the waiver of building permit fees for the donated improvements; Authorizing the City Manager to execute any necessary agreements; Finding a valid public purpose; And providing an effective date. (G. Calderon, Interim City Manager)

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### EXECUTIVE SUMMARY

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#### Purpose and Recommendation

The Big Bend Little League Association (BBL) has offered to donate substantial improvements to the Kokernot Little League Field, a City-owned recreational facility. The proposed improvements include the construction of a covered, two-lane batting cage with turf flooring, structural netting, site preparation, concrete foundation work, and installation of a 70' x 30' metal roof structure.

Total estimated donated project value exceeds **\$40,000**, requiring **formal City Council acceptance** in accordance with the City of Alpine Donation & Gift Policy, which mandates Council approval for donations valued above \$10,000.

Staff recommends approval of Resolution 2026-01-01 to formally accept the donation, authorize the necessary coordination and agreements, require compliance with all applicable building codes, and waive building permit fees associated with the donated improvements.

#### Background

BBL discussed this donation proposal with the City Council at the regular meeting on December 2, 2025, outlining its intent to construct a community batting cage directly attached to the Kokernot Little League Field. The project is intended to enhance local youth athletic programming, improve training facilities, expand community access, and increase the functionality of the field.

### **Proposed Improvements Include:**

- Two-lane enclosed batting cage with netting
- Turf flooring installation
- Structural metal roof (Mueller 70' x 30' open-sided building)
- Concrete foundation and footings
- Site work (demolition, excavation, fill, and grading)

The Mueller materials quote reflects a cost of **\$14,939.20** for the metal building and stamped engineering plans.

The total estimated project value, including site work, concrete, and structure, is **\$40,439.20** based on the submitted scope and cost breakdown.

BLL will fundraise for materials, coordinate volunteer or contractor labor, and manage certain aspects of construction. The City will provide land use approval, coordinate permitting, and perform required inspections.

### **Donation Policy Requirements**

Under the City's Donation & Gift Policy (adopted April 4, 2023), the following applies:

- Donations exceeding \$10,000 must be accepted formally by the City Council.
- Donations must serve a **valid public purpose**, align with City goals, and not impose unplanned financial burdens on the City.
- The City may waive fees when appropriate and in the public interest.

This donation fulfills the policy's criteria for public purpose, recreation enhancement, and youth programming support.

### **Key Provisions of Resolution 2026-01-01**

The resolution:

1. Formally accepts the donation of improvements to the Kokernot Little League Field from BLL.
2. Requires compliance with all building codes and safety standards.

3. Waives City building permit fees for the donated improvements in recognition of the project's public benefit.
4. Authorizes the City Manager to execute necessary agreements, coordinate inspections, and oversee project compliance.
5. Affirms that the donation serves a valid public purpose and becomes City property upon completion.

**Fiscal Impact**

There is no direct cost to the City for the construction or materials associated with the donated improvements. Permit fees are waived under the resolution, representing a minor administrative cost offset justified by the public purpose of the project.

Ongoing maintenance obligations will fall under Parks & Recreation and are not expected to materially increase operational costs beyond standard facility upkeep.

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**SUPPORTING MATERIALS**

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1. 2026-01-01 Kokernot Little League Donation
2. BBLL Batting Cages Proposal
3. BBLL Batting Cages Scope
4. BBLL Mueller Quote

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 12/9/2025  
 Final Approval - 12/9/2025

**RESOLUTION 2026-01-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, FORMALLY ACCEPTING THE DONATION OF IMPROVEMENTS TO THE KOKERNOT LITTLE LEAGUE FIELD FROM THE BIG BEND LITTLE LEAGUE ASSOCIATION; REQUIRING COMPLIANCE WITH ALL APPLICABLE BUILDING CODES; AUTHORIZING THE WAIVER OF BUILDING PERMIT FEES FOR THE DONATED IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY AGREEMENTS; FINDING A VALID PUBLIC PURPOSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Alpine owns and maintains the Kokernot Little League Field for public recreational use; and

**WHEREAS**, the Big Bend Little League Association has proposed to donate materials, labor, and construction associated with the installation of a covered two-lane batting cage facility at the Kokernot Little League Field for the benefit of youth athletics and the general public; and

**WHEREAS**, the total estimated value of the donated improvements, including site work, concrete foundation, and a 70-foot by 30-foot covered metal structure, is approximately \$40,439.20; and

**WHEREAS**, pursuant to the City of Alpine Donation & Gift Policy, donations valued at more than \$10,000 must be formally accepted by the City Council; and

**WHEREAS**, City staff has reviewed the proposed donation and finds that it serves a valid public purpose, enhances City recreational facilities, supports youth development, and provides a net benefit to the City; and

**WHEREAS**, the City Council discussed the proposed donation at its December 2, 2025 meeting and expressed its desire to move the project forward.

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

**SECTION I.** The City Council hereby formally accepts the donation of improvements to the Kokernot Little League Field from the Big Bend Little League Association, including all materials, labor, and construction associated with the batting cage project, with an estimated value of \$40,439.20.

**SECTION II.** All donated improvements shall be constructed in full compliance with all applicable federal, state, and local building codes, ordinances, and safety regulations of the City of Alpine.

**SECTION III.** Any required building permits for the donated improvements shall be obtained prior to construction; however, the City Council hereby authorizes the waiver of all applicable building permit fees associated with this donation, in recognition of the public benefit provided by the project.

**SECTION IV.** The City Manager is hereby authorized to execute any necessary donation agreements, construction coordination documents, or related instruments required to effectuate the acceptance and installation of the donated improvements, subject to legal review.

**SECTION V.** Upon completion and final inspection, the donated improvements shall become the property of the City of Alpine, and shall thereafter be maintained in accordance with applicable City policies and budgetary appropriations.

**SECTION VI.** The City Council hereby finds that this donation serves a valid public purpose by promoting youth recreation, athletics, and community engagement.

**SECTION VII.** This Resolution shall take effect immediately upon adoption.

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 6<sup>TH</sup> DAY OF JANUARY 2026 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**ATTEST:**

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Catherine Eaves, Mayor

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Geoffrey R. Calderon, City Secretary

# Proposal for a Batting Cage at Kokernot Little League Field

**Presented by:** Big Bend Little League Association

**Submitted to:** City of Alpine, Texas

**Date:** 12/02/2025

## Summary

The Big Bend Little League Association respectfully submits this proposal to the City of Alpine for the construction of a community batting cage **attached to the Kokernot Little League Field**. This addition will provide a safe, accessible, and weather-protected training environment for local youth athletes. The new facility will help improve player development, support organized practices, and strengthen community engagement in youth sports throughout Alpine and the Big Bend region.

## Project Overview

This project proposes the installation of a two lane batting cage **directly attached to the existing Kokernot Little League Field**. The structure will be designed to complement the field's current layout and appearance, providing easy access for players and coaches during practices, games, and training sessions.

The batting cage will feature enclosed netting and durable turf flooring, offering a safe and consistent space for hitting drills and training. It will primarily serve Big Bend Little League players, but will also be available for youth teams and community use during designated times.

## Community Benefits

### 1. Skill Development and Athletic Growth

- Provides a professional and structured environment for players to refine batting and fielding techniques.
- Improves coordination, timing, and overall athletic performance.
- Allows coaches to run efficient, focused training sessions that improve team performance and player confidence.

### 2. Increased Youth Participation

- A high-quality, purpose-built practice area will attract more youth to baseball.

- Encourages ongoing participation by offering a convenient and safe place to practice.
- Keeps children engaged in positive, team-based activities that promote discipline and sportsmanship.

### **3. Enhancement of Kokernot Little League Field**

- The addition of a batting cage enhances the functionality and overall appeal of the Kokernot Little League Field.
- Strengthens the city’s commitment to youth development and recreation.
- Supports the long-term sustainability of baseball programs by improving facilities and training opportunities.

### **4. Family and Community Engagement**

- Creates a shared community space where families can support their athletes during practices and events.
- Encourages volunteer involvement, teamwork, and community pride.
- Offers opportunities to host clinics, youth camps, and friendly competitions that bring families and visitors together.

### **5. Safe and Accessible Training Space**

- Provides a controlled, enclosed area for practice, reducing the risk of injuries or stray balls leaving the field area.
- Allows for regular, year-round use in a weather-protected environment.
- Designed with accessibility and safety as top priorities for all players.

## **Project Implementation**

### **Phase 1: Planning and Design**

- Work with the City of Alpine’s Parks and Recreation Department to finalize design and site layout, ensuring seamless integration with the Kokernot Little League Field.

### **Phase 2: Construction**

- Demo portions of existing metal frame and fencing.
- Support foundation, install support poles, frame for concrete and pour.

- Install turf flooring and netted batting lanes.
- Install covered 70x30 metal roof.
- Ensure all safety, accessibility, and city building standards are met.

### **Phase 3: Community Launch**

- Host a ribbon-cutting ceremony with city officials, sponsors, and families to celebrate the new addition on Opening Day of 2026 Season.

### **Partnership and Funding**

The Big Bend Little League Association proposes a collaborative approach between the **league**, **City of Alpine**, and **local sponsors** to fund and maintain the batting cage.

Potential contributions include:

- **City of Alpine:** Land use, approval, building permits, and recourses.
- **Big Bend Little League:** Volunteer labor, fundraising, and ongoing maintenance.
- **Local Businesses/Sponsors:** Material donations, financial support, or sponsorship opportunities such as donation plaque.

### **Conclusion**

Adding a batting cage to the Kokernot Little League Field will be a lasting investment in Alpine's youth and community. It builds upon the city's strong baseball tradition and provides young athletes with a safe, high-quality place to practice and grow.

The Big Bend Little League Association is proud to present this proposal and looks forward to partnering with the City of Alpine to make this project a reality for the benefit of current and future generations.

**Respectfully submitted,**  
**Big Bend Little League Association**  
Doug McIntyre  
832-978-4630  
bigbendlittleleague@gmail.com

## Scope of Work

Demolition of current cages, electrical relocation, excavation and fill, concrete foundation prep and pour, metal structure materials.

Exclusions: site utility relocations, turf coverings, metal structure install labor, nettings materials and install.

# Project Estimate

ITEM	QUANTITY	UNIT PRICE	PRICE
<b>Site Work</b>			
02-100 SITE WORK Demolition, Excavation, Fill Dirt, Pad site, reroute electrical	1.0	\$5,750.00	\$5,750.00
<b>Concrete</b>			
03-100 CONCRETE +/- 40 yards concrete, materials and labor	1.0	\$19,750.00	\$19,750.00
<b>Structure</b>			
05-100 STRUCTURE Mueller metal building, open side structure with roof panels 30x70	1.0	\$14,939.20	\$14,939.20
<b>Subtotal</b>			
Tax			\$0.00
<b>Total</b>			
			<b>\$40,439.20</b>

# Attachments

 KEITH NIXON (TODE1023328511).pdf [↓](#)

**CUSTOMER:** KEITH NIXON

**ADDRESS:**

ALPINE, TX 79832

**DATE:** 11/10/2025

**QUOTE #:** 1023328511

**SALES:** Jeff Matta

**BUILDING TYPE - HYPERSTEEL**

30' - 0" wide x 70' - 0" long x 12' - 0" high building with roof pitch of 2:12

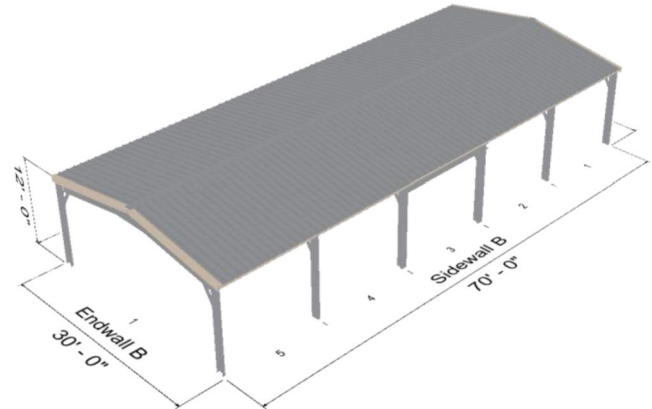
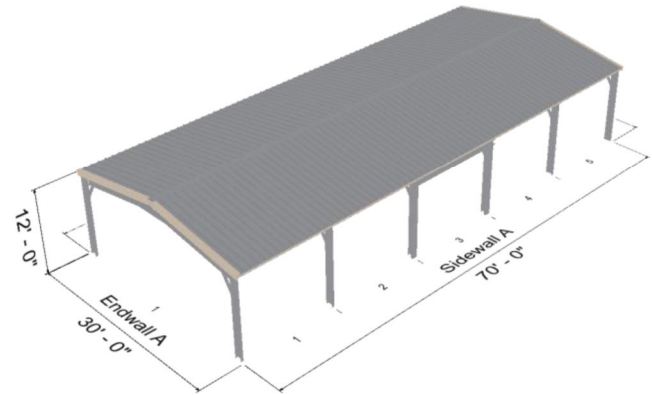
**BUILDING OPTIONS**

N/A

**Frame Finish:** Galvanized

Roof Finish: 26G Galvalume

Wall Finish: 26G painted



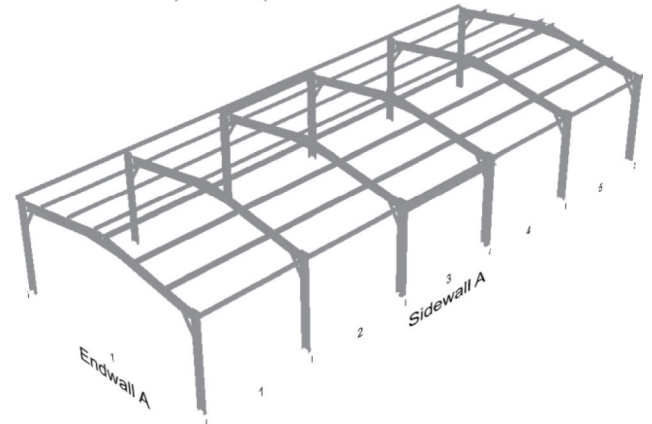
**STAMPED ENGINEERING PLANS**

Building Layout Plans

5 psf ground snow load, 5 psf min. roof snow load

104 mph wind speed, exposure 'C'

2021 IBC



**TOTAL PRICE**

**\$14,939.20**

Tax and Delivery Included

- Quoted prices will be honored for 14 days unless specified otherwise by Mueller.
- Any Change Orders issued or incurred by Customer may delay Mueller's performance and will incur price adjustments.
- Order pricing will be subject to price of steel increases if Customer delays Mueller's performance by 30 days or if Customer does not take receipt of the materials within 30 days of the ready-to-ship or pick-up date.
- Pricing will not be affected if delivery schedule cannot be met by Mueller.
- Concrete slab & foundation engineering are the customer's responsibility; please check local codes and/or ordinances for project requirements, if any.



## BUILDING SPECIFICATIONS

**Building Site Address:**

, ALPINE, TX, 79832

**Building Site Details:**

Ground Snow Load: 5 psf  
 Wind Load/Exposure: 104 mph C  
 Building Code: 2021 IBC  
 Building Occupancy Category: II

**Building Dimensions:**

Width: 30' - 0"                      Length: 70' - 0"  
 Eave Height: 12' - 0"              Roof Pitch: 2:12  
 # Sidewall Bays: 5                    # Endwall Bays: 1

**Leanto A Details:**

Span: N/A                              Bays: N/A  
 Drop: N/A                              Roof Pitch: N/A  
 Eave Height: N/A

**Leanto B Details:**

Span: N/A                              Bays: N/A  
 Drop: N/A                              Roof Pitch: N/A  
 Eave Height: N/A

**Mezzanine Details:**

Floor Height: N/A                    Bays: N/A  
 Live Load: N/A                        Joist Spacing: N/A

**Sheeting and Trim Details:**

Roof Type: PBR 26GA GVL PLUS #1 3.22' RUN  
 Roof Color: Galvalume Plus  
 Wall Type: PBR 26GA LST SW #1 3.22' RUN  
 Wall Color: Lt. Stone  
 Eave Trim/Gutter Type: Utility Eave #0800  
 Trim Color: Lt. Stone

**Opening Details:**

*Personnel doors:* None  
*Drive Doors:* None  
*Windows:* None  
*Framed Openings:* None  
*Open Bays:* Bay 1 in Sidewall A is open  
                   Bay 2 in Sidewall A is open  
                   Bay 3 in Sidewall A is open  
                   Bay 1 in Endwall A is open  
                   Bay 1 in Sidewall B is open  
                   Bay 2 in Sidewall B is open  
                   Bay 3 in Sidewall B is open  
                   Bay 1 in Endwall B is open  
                   Bay 4 in Sidewall A is open  
                   Bay 4 in Sidewall B is open  
                   Bay 5 in Sidewall A is open  
                   Bay 5 in Sidewall B is open

*Skylights:* None

**Insulation Details:**

None

**Extra Options:**

N/A

**Purchaser: KEITH NIXON**

**Mailing Address:**

ALPINE, TX, 79832

**Phone:** 214-923-9531

**Email:** build@galaxyprojects.net

**Total Contract Price:** \$13,450.65

**Estimated Delivery:** \$350.00

**Estimated Tax:** \$1,138.55

**FINAL Total Price:** \$14,939.20

**Down Payment:** \$3,734.80 (due at signing)

**Final Balance:** \$11,204.40 (due at or prior to delivery)

**Purchaser approves the Design Specifications contained in this Purchase Agreement and the Construction Package drawings provided:**

\_\_\_\_\_  
 Signature & Date



## TERMS AND CONDITIONS

- 1) **Mueller:** When the word “Mueller” is used in this document, it shall be construed to mean Mueller, Inc.
- 2) **Mueller’s Scope of Work:** Mueller is a manufacturer and the supplier of the materials contained in this Order Document. Mueller Is not the General or Prime Contractor of any work performed and does not provide any installation or erection services. If an Engineer of Record is needed for the project, Buyer understands that Mueller is not the Engineer of Record or Design Professional in Charge responsible for Buyer’s project.
- 3) **Hypersteel Buildings:** Mueller has contracted with ACT Building Systems for the design of buildings primarily constructed from cold formed members. ACT Building Systems has retained the services of professional engineers as independent contractors who are responsible for the structural design of the building as detailed on the engineer sealed drawings provided through ACT. Neither Mueller, ACT Building Systems, nor the independent-contractor engineer providing the engineer seal drawings is the Engineer of Record or Design Professional in Charge responsible for Buyer’s Project.
- 4) **Storage Buildings:** For engineered storage buildings, Mueller may use independent, third-party, professional engineers who are responsible for all engineering services including, but not limited to, the steel design and engineer sealed drawings. Neither Mueller nor any such third-party engineer is the Engineer of Record or Design Professional in Charge responsible for Buyer’s Project.
- 5) **Material To Be Furnished:** This Order Document covers only items specifically set out in this document. In the event of conflict between drawings, specifications, and this document, only material listed herein will be furnished. All materials furnished are to be governed by Mueller specifications. All other material furnished will be at extra charge. Due to a program of continuing improvement, product literature and specifications are subject to change without notice.
- 6) **Taxes:** Except as otherwise expressly provided herein, all excise, privilege, occupation, sales, use, personal property, and other taxes applicable to the sale, purchase, construction, use or ownership of any of Mueller’s products and/or work provided herein, and for which Mueller shall be liable to collect or pay, shall be added to the Order Document and shall be paid by Buyer. Buyer further agrees to indemnify and hold harmless Mueller if Mueller is found responsible for any state or federal taxes owed by Buyer.
- 7) **Freight:** Freight is “F.O.B. Jobsite”. Delivery as scheduled, as much as practical, at the convenience of the Buyer. Buyer assumes full responsibility for furnishing Mueller adequate access to construction site, if in the opinion of the driver, it is impractical to reach the Project site to off load, the point of delivery shall be that place where, in the opinion of the driver, off loading may reasonably proceed. If driver decides it is impractical or unsafe to reach the Project site, Mueller will contact Buyer in a timely fashion to coordinate an alternative solution.
- 8) **Inspection, Shortages, and Damages:** Buyer shall have two (2) weeks following Buyer’s receipt of the materials to inspect and report to Mueller in writing any defective or missing materials. Following this inspection period, Buyer is deemed to have accepted all materials not rejected or reported missing. Buyer’s acceptance does not affect Mueller’s obligations under Mueller’s Standard Warranties and does not apply to materials later found to have latent defects, defined as defects unable to be identified by visual inspection during the inspection period. It is agreed that claims for errors, shortages, imperfections, and deficiencies will not be entertained by Mueller unless made in writing to the appropriate sales department of Mueller within two (2) weeks after receipt of goods, and Mueller shall not in any event be liable for labor charges or consequential damages from any claimed defective materials. Buyer agrees that no back charges or offsets of any kind will be taken without Mueller’s written consent.
- 9) **WARRANTY. TO THE FULLEST EXTENT ALLOWED BY LAW MUELLER MAKES NO WARRANTIES EXCEPT THE WARRANTIES CONTAINED IN MUELLER’S STANDARD WARRANTIES. MUELLER’S STANDARD WARRANTIES ARE FOUND ON MUELLER’S WEBSITE. THE APPLICABLE WARRANTIES ARE THOSE IN EFFECT AT THE TIME OF THIS AGREEMENT. MUELLER’S LIABILITY IS LIMITED AS SET FORTH ON ITS STANDARD WARRANTIES, AND UNDER NO CIRCUMSTANCES SHALL MUELLER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. MUELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED BY MUELLER AND WAIVED BY BUYER. MUELLER MAY DELIVER, BY SEPARATE DOCUMENT, CERTAIN LIMITED WARRANTIES TO BUYER, WHICH LIMITED WARRANTIES MUST BE SIGNED BY BOTH MUELLER AND BUYER PRIOR TO OR AT THE TIME OF DELIVERY TO BUYER TO BE EFFECTIVE.**
- 10) **Delay by Mueller:** Mueller shall not be liable for any direct, consequential, or liquidated damages including loss of use which Buyer may suffer by reason of Mueller’s delays in the performance of this agreement resulting from circumstances beyond Mueller’s reasonable control.
- 11) **Delay by Buyer:** In the event Buyer delays delivery or otherwise delays Mueller’s performance by more than thirty (30) days, Mueller may re-price the materials to current market conditions to account for any price increases in materials. In the event Buyer delays delivery or fails to take possession of the materials by the agreed upon date, Buyer agrees that material stored at Mueller is subject to deterioration due to the effects of weather and such deterioration is not cause for rejection.
- 12) **Change Orders:** In the event Buyer issues or incurs any change orders, Buyer understands and agrees that Mueller’s performance may be delayed and the price may increase.
- 13) **Force Majeure Event:** Neither Mueller nor the Buyer shall be liable for any delay in or inability to complete the performance of the Agreement because of unforeseen circumstances beyond their respective control, such as acts of God, industrial conflicts (including without limitation strikes, lockouts, and work interruptions), government rules, regulations, suspensions or requisitions of any kind, fires, casualties or accidents. Either party affected by a Force Majeure event shall promptly upon learning of such event give notice to the other party, stating the nature of the Force Majeure event, its anticipated duration, and all actions being taken to avoid or minimize its effect.
- 14) **Insurance:** Mueller agrees to carry Workman’s Compensation insurance as required by the laws of the State where Mueller’s work is performed. Mueller agrees to carry Workman’s Compensation insurance and Comprehensive General Liability insurance, including Property Damage, and Automobile Liability, covering the work performed by Mueller. Certificates of insurance coverage will be forwarded upon request. All other forms of insurance for the Project will be carried by Buyer or Buyer’s contractor/s, unless otherwise agreed in writing.

- 15) **INDEMNITY: TO THE FULLEST EXTENT ALLOWED BY LAW, BUYER AGREES TO DEFEND AND INDEMNIFY MUELLER FROM AND AGAINST ANY AND ALL CLAIMS, INCLUDING CLAIMS FOR THE LOSS OF PROPERTY, DAMAGE TO PROPERTY, OR PERSONAL INJURY, INCLUDING CLAIMS FOR WRONGFUL DEATH, ARISING FROM BUYER'S REAL OR ALLEGED NEGLIGENCE, GROSS NEGLIGENCE, OR BREACH OF THIS AGREEMENT. THIS OBLIGATION TO DEFEND AND INDEMNIFY APPLIES REGARDLESS OF WHETHER IT IS CLAIMED THE DAMAGES WERE CAUSED BY THE COMPARATIVE NEGLIGENCE OF MUELLER.**
- 16) **Limitation of Liability:** In no event shall either party, Mueller or Buyer, be liable to the other party for any indirect, consequential, special, incidental, punitive or any other damages, or for any lost profits or business interruption of any kind or nature whatsoever. If Buyer's project involves retrofit materials or materials extending any existing structures and/or labor are supplied hereunder, Mueller's negligence shall not include anything which results from transfer of any load to the existing structure.
- 17) **Credit:** Reasonable doubt on the part of Mueller of Buyer's financial responsibility shall entitle Mueller to stop operations, decline shipment, withhold delivery of any material in transit, or to exercise any other rights or remedies Mueller possesses in law and/or equity, without liability whatsoever to Mueller, until Buyer has paid for all material referred to in this proposal, or satisfied Mueller of its financial responsibility. It is further agreed that Buyer will pay all costs of collecting, securing, or attempting to collect or secure any indebtedness which may be hereunder, including reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. Should Buyer fail to make payment upon terms designated by Mueller, a penalty of 1 ½ percent per month shall be levied, based on the balance of any invoice resulting from this Order Document or approved change orders. If state law prohibits this rate, the interest charged in the annual percentage rate will be the maximum allowed by state law. Payment for all materials delivered shall become due immediately upon delivery in accordance with the terms stated within this Order Document. In the event payment terms are not stated within this Order document, payment for all material becomes due on delivery.
- 18) **Code Compliance:** Buyer agrees that it will be Buyer's responsibility to ensure that any building ordered from Mueller meets the local codes or applicable regulations. Mueller only warrants that the buildings will meet specific loads outlined in the Order Document. Buyer understands that Mueller's engineer is not the Engineer of Record. Mueller reserves the right to change design or make structural substitutions of material which do not materially affect the strength or structural integrity of the building(s) purchased under this proposal. The "Design Practice" section of the MBMA Manual, 2012 edition (or most recent edition at the time of the contract), may be used as a general reference guide for clarification and interpretation of design load application.
- 19) **Acceptance and Cancellation:** Upon Buyer's signature, this proposal will become a Contract and final expression of agreement between Buyer and Mueller relating to the materials and/or work herein proposed to be sold. This Order Document cannot be modified except in writing signed by both parties. In the event of modification of this Order Document, any such modification shall be deemed to include all provisions of this Order Document.
- 20) **Assignment:** Neither party shall assign this Order Document or sublet it as a whole without written consent of both parties.
- 21) **Enforcement:** In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any reason be held to be unenforceable in any respect, such unenforceability shall not affect any of the provisions of this agreement, but this agreement shall be construed as if such unenforceable provisions have never been contained herein. All questions of enforceability and interpretation which may arise under this agreement shall be construed in accordance with and determined by the provisions of the Uniform Commercial Code.
- 22) **Entire Agreement:** This writing is intended by the parties as a final expression of their agreement, and it is intended also as a complete and exclusive statement of terms of their agreement and replaces any prior written or verbal agreement. No purchase order issued in conjunction with this order shall be binding unless specifically agreed to in writing by a Mueller Manager.
- 23) **Special Inspection:** Proposal and Contract contains no provision for third-party inspections by outside parties. If a third-party fabrication inspection is requested by Buyer, Mueller must be notified a minimum of four (4) weeks prior to the scheduled delivery date so that the inspection can be accommodated. Field Inspections of any nature are not within the scope of work of this order.
- 24) **Governing Laws and Venue:** The Order Document shall be governed by and construed in accordance with the laws of the State of Texas. Each party, acting for itself and its successors and assigns, hereby expressly and irrevocably consents and agrees as follows:
  - a. **For products purchased within the State of Texas:** i) Any claims or controversies under or related to this Order Document, or any other agreement related hereto (including any action for the confirmation and enforcement of any arbitration award or for any litigation which may arise out of or be related to the Order Document) shall be exclusively determined in the state court located in Tom Green County, Texas, ii) the parties consent to jurisdiction in Tom Green County, Texas; and iii) that venue is proper only in this forum, and no other.
  - b. **For products purchased outside the State of Texas:** i) Any claims or controversies under or related to this Order Document, or any other agreement related hereto (including any action for the confirmation and enforcement of any arbitration award or for any litigation which may arise out of or be related to the Order Document) shall be exclusively determined in the state court located in Tom Green County, Texas or the United States District Court for the Northern District of Texas; ii) consents to the jurisdiction of Tom Green County, Texas or the United States District Court for the Northern District of Texas; and iii) that venue is proper only in those two forums, and no other.

End of Terms & Conditions

**Buyer understands that by signing below, it accepts this Agreement, and its terms and conditions become legally binding on Buyer at the time of Seller's acceptance. Prior to accepting this Agreement, Seller encourages Buyer to carefully review this Agreement and, if desired, consult professional legal counsel. Prior to Buyer's acceptance of this Agreement, Seller also encourages Buyer to contest and negotiate with Seller and terms or conditions of this Agreement that Buyer deems objectionable or unacceptable.**

This agreement entered into as of the day and year first written above by:

**BUYER:**

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_  
Printed Name & Date

# CITY COUNCIL AGENDA ITEM REPORT

January 6, 2026

Agenda Item No. 12D

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: Approve



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## AGENDA ITEM

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Approve Resolution 2026-01-02, a resolution opposing any federal legislation that increases semi-truck size or weight; requesting the federal delegation to oppose such legislation; and approving a letter of support expressing the city's position. (G. Calderon, Interim City Manager)

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## EXECUTIVE SUMMARY

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### Overview

The City Council is asked to consider Resolution 2026-01-02, which formally states the City of Alpine's opposition to any federal efforts that would increase the allowable size or weight of semi-trucks operating on the nation's roadways. The resolution also authorizes the City to transmit Letters of Support to the federal delegation, urging them to oppose such legislation and to protect communities—particularly rural municipalities with limited transportation infrastructure funding—from the impacts of heavier or larger commercial vehicles.

### Background & Rationale

Federal discussions have intensified surrounding proposals to expand semi-truck size and weight limits. While the trucking industry provides critical support to national commerce, these increases pose heightened risks to road safety and introduce substantial cost burdens to municipalities already struggling with aging infrastructure.

The attached resolution outlines several key concerns, including:

- **Public Safety Risks:** Texas saw *19,795 large-truck crashes in 2023*, resulting in *730 fatalities* and *over 11,500 injuries*, according to FMCSA and NHTSA data. Increased size and weight would exacerbate these risks.
- **Infrastructure Impacts:** Larger and heavier trucks accelerate deterioration of roads, bridges, and drainage systems—creating unfunded mandates for local governments.
- **Existing Local Conditions:** Alpine already experiences significant heavy-truck activity that strains roadway surfaces and complicates traffic operations. Additional size or weight allowances would produce further adverse impacts.

**Letters of Support**

The proposed action includes approval of formal correspondence to Senator Ted Cruz and Representative Tony Gonzales, communicating Alpine’s concerns and respectfully requesting that they oppose any related federal legislation. These letters highlight community safety issues and local infrastructure vulnerabilities.

**Action Requested**

Council approval of:

- 1. Resolution 2026-01-02, establishing the City’s official position opposing federal increases to semi-truck size or weight;
- 2. Authorization for the Mayor to sign Letters of Support to the federal delegation; and
- 3. Direction to staff to transmit the letters to appropriate state and federal officials.

**Fiscal Impact**

While adoption of the resolution does not create a direct cost, failure to oppose federal increases to semi-truck size or weight could significantly increase Alpine’s long-term roadway maintenance expenses.

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**SUPPORTING MATERIALS**

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- 1. 2026-01-02 CABT Support Resolution
- 2. 2026 CABT Letter of Support - Cruz
- 3. 2026 CABT Letter of Support - Gonzales
- 4. NACo NLC USCM letter - Oppose heavy TSW increases - 8.17.23 v2
- 5. MOVE Act White Paper 2025-04.09.25 FINAL
- 6. Double 33s White Paper 2025-12.26.24 FINAL
- 7. 88k Truck White Paper-04.09.25 FINAL
- 8. TX 23 Bridge Report
- 9. Texas State Bridge Report
- 10. Pilot Project White Paper 2025- 04.09.2025 FINAL
- 11. National Logging White Paper 9 25 25 FINAL

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**BUDGET CONSIDERATIONS**

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Expenditure Required: N/A

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

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**APPROVERS**

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

Approved - 12/10/2025  
Final Approval - 12/10/2025

**RESOLUTION 2026-01-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, OPPOSING ANY FEDERAL LEGISLATION THAT INCREASES SEMI-TRUCK SIZE OR WEIGHT; REQUESTING THE FEDERAL DELEGATION TO OPPOSE SUCH LEGISLATION; AND APPROVING A LETTER OF SUPPORT EXPRESSING THE CITY'S POSITION.**

**WHEREAS**, the City of Alpine is aware of federal discussions and efforts in Washington, D.C. to increase allowable semi-truck sizes and weights; and

**WHEREAS**, the City of Alpine is already experiencing significant trucking-related impacts on local roads and infrastructure, and is concerned that increases in truck size or weight will further exacerbate these issues; and

**WHEREAS**, while the trucking industry is vital to the national economy, increased size and weight limits pose heightened risks to public safety and place additional burden on aging local infrastructure; and

**WHEREAS**, the safety of Alpine's residents and visitors is the City's top priority, and larger and heavier semi-trucks would expose the motoring public to increased dangers; and

**WHEREAS**, according to the Federal Motor Carrier Safety Administration (FMCSA), Texas experienced 19,795 large-truck crashes in 2023—approximately 54 crashes per day—and saw a 36% increase in fatal semi-truck crashes between 2013 and 2023; and

**WHEREAS**, the National Highway Traffic Safety Administration (NHTSA) reported 730 fatalities from large-truck crashes in Texas in 2023—approximately two deaths per day—and FMCSA reported 11,558 injuries—approximately 32 injuries per day; and

**WHEREAS**, even one crash, fatality, or injury is one too many; and

**WHEREAS**, federal increases to truck size or weight limits would amount to an unfunded mandate, shifting the cost of repairing and maintaining damaged infrastructure to local governments and their taxpayers; and

**WHEREAS**, the City of Alpine already faces significant infrastructure maintenance challenges, compounded by existing heavy-truck traffic; and

**WHEREAS**, residents of the City of Alpine deserve safe, well-maintained roadways that support public safety and local quality of life; and

**WHEREAS**, the City Council desires not only to adopt this Resolution of opposition but also to issue a formal Letter of Support reinforcing the City’s position and communicating its concerns to state and federal partners.

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

**SECTION I.** The City of Alpine opposes any federal legislation that increases allowable semi-truck size or weight.

**SECTION II.** The City of Alpine respectfully requests that its federal delegation oppose such legislation on behalf of the City and its residents.

**SECTION III.** The City Council hereby approves and authorizes the issuance of a Letter of Support expressing the City’s position as outlined in this Resolution, to be signed by the Mayor and transmitted to appropriate federal, state, and regional officials.

**SECTION IV.** This Resolution shall take effect immediately upon its passage.

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 6<sup>TH</sup> DAY OF JANUARY 2026 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**ATTEST:**

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

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

**Interim City Manager**  
Geoffrey R. Calderon

**City Secretary**  
Geoffrey R. Calderon



**Mayor**  
Catherine Eaves

**City Attorney**  
Bojorquez Law Firm, PC

100 North 13th Street Phone 432-837-3301 Fax 432-837-2044

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*"To provide quality service to the citizens of Alpine"*

**JANUARY 6, 2026**

The Honorable Ted Cruz  
United States Senate  
167 Russell Senate Office Building  
Washington DC 20510

Dear Senator Cruz,

On behalf of the citizens of Alpine and motorists traveling through our community daily, we stand with local elected officials and emergency responders from across the state in opposing all federal legislation increasing semi-truck size and weight. Increasing truck size and weight not only places our fellow Texans in danger but also will be detrimental to our community's infrastructure.

Our community already has issues involving semi-trucks and an increase in truck size and weight will only make these issues worse. We cannot keep passing legislation that will make things worse without addressing current problems first.

Please find attached a Resolution showing Alpine's opposition to any increase in truck size and weight. We respectfully request you oppose this legislation should it come before you in the future.

Sincerely,

Catherine Eaves  
Mayor, City of Alpine

**Interim City Manager**  
Geoffrey R. Calderon

**City Secretary**  
Geoffrey R. Calderon



**Mayor**  
Catherine Eaves

**City Attorney**  
Bojorquez Law Firm, PC

100 North 13th Street Phone 432-837-3301 Fax 432-837-2044

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*"To provide quality service to the citizens of Alpine"*

**JANUARY 6, 2025**

The Honorable Tony Gonzales  
United States House of Representatives  
2239 Rayburn House Office Building  
Washington, DC 20515

Dear Representative Gonzales,

On behalf of the citizens of Alpine and motorists traveling through our community daily, we stand with local elected officials and emergency responders from across the state in opposing all federal legislation increasing semi-truck size and weight. Increasing truck size and weight not only places our fellow Texans in danger but also will be detrimental to our community's infrastructure.

Our community already has issues involving semi-trucks and an increase in truck size and weight will only make these issues worse. We cannot keep passing legislation that will make things worse without addressing current problems first.

Please find attached a Resolution showing Alpine's opposition to any increase in truck size and weight. We respectfully request you oppose this legislation should it come before you in the future.

Sincerely,

Catherine Eaves  
Mayor, City of Alpine



August 17, 2023

The Honorable Kay Granger  
Chair, U.S. House Committee on  
Appropriations

The Honorable Rosa DeLauro  
Ranking Member, U.S. House Committee on  
Appropriations

The Honorable Sam Graves  
Chair, U.S. House Committee on  
Transportation and Infrastructure

The Honorable Rick Larsen  
Ranking Member, U.S. House Committee on  
Transportation and Infrastructure

The Honorable Glenn Thompson  
Chair, U.S. House Committee on  
Agriculture

The Honorable David Scott  
Ranking Member, U.S. House Committee on  
Agriculture

Dear Committee Chairs and Ranking Members:

On behalf of the National Association of Counties (NACo), the National League of Cities (NLC) and The U.S. Conference of Mayors (USCM), we write to you in strong opposition to any increases to heavy truck size and weight. As the frontline stewards of the nation's infrastructure and public safety, local governments will be directly impacted by the adverse impacts that will result from an increase. **While we strongly believe in developing a bipartisan remedy to the current national supply chain challenges, America's local governments urge you not to do so by increasing heavy truck size or weight.**

Specifically, we are concerned about proposals before Congress that would create a ten-year, 91,000-pound heavy truck pilot program; increase the allowable weight for automobile haulers to accommodate heavier, electric-powered vehicles by ten percent; and increase the axle weight allowance for dry bulk by ten percent. These provisions are not only dangerous in their current form, but they also create slippery slopes for future heavy truck weight increases that jeopardize local communities.

State and local governments already face billions in maintenance infrastructure backlogs and the proposals in question represent further unfunded mandates, including through the establishment of an unusually long "pilot program" allowing an 11,000-pound increase in truck weight that will impose significant new costs. At present, a single tractor trailer fully loaded to industry limits *already* inflicts the same wear and tear as 9,600 passenger cars on our local roads and bridges.

Further, local leaders certainly understand the need to support America's critical farming industry and that it is challenging for agricultural haulers to load dry bulk uniformly where the weight on all truck axles is the same. However, while an axle increase that does not increase gross vehicle weight may seem reasonable, the "fourth power rule" still applies, where the greater the weight load on an axle, the greater the damage caused to a highway, road or bridge occurs at an even faster rate.

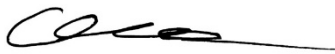
**As you may know, local governments collectively own and operate a majority share of the nation's roads – nearly four in five of all highway miles – as well as most of the bridges across the country.** Most jurisdictions are simply unable to take on the new costs that would result from proposals

increasing truck weight or size. These locally owned roads account for more than half of where all heavy truck vehicle miles are traveled annually, and many are already under duress. In rural areas, roughly 56,000 bridges *already* have posted weight restrictions.

**Still, in these challenging local fiscal environments, it is possible to create bypasses around poorly performing roads and bridges, but we cannot replace our residents.** In 2020, the National Highway Traffic Safety Administration reported there were nearly 440,000 heavy truck incidents where almost 5,000 Americans were killed. Heavy truck weight or length increases at the federal level threaten more injuries and deaths.

America's cities and counties support returning our national supply chain to an efficient network that supports our daily lives and wellbeing and stand ready to work with you to make necessary improvements. However, adopting a heavy truck weight increase without providing new, direct funding for local infrastructure jeopardizes the safety of our communities. **We strongly urge you to consider the impacts of heavy trucks on the welfare of roadway users and on local roads and bridges already in need of repair and oppose any increases in truck size and weight.**

Sincerely,



Clarence E. Anthony  
CEO & Executive Director  
National League of Cities



Matthew D. Chase  
CEO & Executive Director  
National Association of Counties



Tom Cochran  
CEO & Executive Director  
The U.S. Conference of Mayors

# The MOVE Act Endangers Motorists and Damages Infrastructure

Prepared by CABT, April 2025

Proponents of heavier trucks have promoted legislation (MOVE Act, H.R. 7496 in the 118<sup>th</sup> Congress) to increase truck weights throughout the country under the guise of “emergency preparedness”, endangering motorists and damaging our roads and bridges.

This proposal would allow any governor to unilaterally raise interstate weights for emergencies and “other unusual conditions” leading to a nationwide patchwork of truck weights, making a national weight increase inevitable. Most concerning, this bill would give governors the authority to increase interstate truck weights based on an open-ended definition of supply chain disruptions.

Interstate commerce, including truck weight limits, is the domain of Congress. This bill would give that responsibility to governors, resulting in a patchwork of state limits that would create uncertainty and chaos in moving freight across the country.

This legislation was introduced in the last Congress and had:

- No maximum weight limit
- No requirement for additional axles
- No limitation on number of renewals of declaration
- No additional safety requirements
- No additional funding for infrastructure
- No requirement for these trucks to abide by the Federal Bridge Formula
- No checks and balances on governors’ authority

**Existing law already allows for emergency weight increases.** The current federal statute allows for temporary interstate truck weight increases in response to emergencies.<sup>1</sup>

**This bill is not about emergencies, it’s a weight increase in disguise.** In addition to granting authority to all governors, this bill includes supply chain issues as a justification to raise weight, including slow movement, traffic congestion or “otherwise”. This open-ended definition is a backdoor to the widespread operation of heavier trucks that special interests have long advocated for.

**Heavier Trucks Are More Dangerous Trucks.** The 2016 USDOT study which recommended against truck size or weight increases found serious concerns with heavier trucks:

- **Higher crash rates:** Heavier trucks were found to have 47-400% higher crash rates in limited state testing.<sup>2</sup>

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<sup>1</sup> 23 U.S. Code § 127

<sup>2</sup> USDOT; 2016. *Comprehensive Truck Size and Weight Limits Study, Final Report to Congress*

- **Longer stopping distances:** With no requirement for additional axles, this legislation would lead to more weight with the same number of brakes. This causes a dangerous increase in stopping distances.<sup>3</sup>
- **Increased wear and tear:** The study also found 18% higher brake violation rates and higher out of service violation rates for trucks exceeding 80,000 pounds.<sup>4</sup> This is especially important because a 2016 study by the Insurance Institute for Highway Safety found that trucks with any out-of-service violation are 362 percent more likely to be involved in a crash.<sup>5</sup>
- **More severe crashes:** The severity of a crash is determined by the velocity and mass of a vehicle. If its weight increases, so does the potential severity of a crash. Any increase in crash severity increases the likelihood of injuries becoming more serious or resulting in fatalities.

**Heavier trucks crush infrastructure, taxpayers foot the bill.** This bill would increase damage to interstate highways, as well as state and local roads. No truck trip starts and stops on the interstate, and local roads will inevitably be used. As this bill lacks additional funding for infrastructure, taxpayers would be forced to cover the cost. There are severe concerns with infrastructure:

- **More pavement damage:** With no requirement for additional axles, axle weights increase which causes an exponential increase in damage to pavement.<sup>6</sup>
- **More bridge damage:** USDOT found thousands of NHS bridges would need to be replaced or repaired to accommodate 91,000-pound trucks.<sup>7</sup> More importantly, research on local bridges found 68,654 of these bridges nationwide would be put at risk by weights of 91,000 pounds, with a total replacement cost of \$78.7 billion.<sup>8</sup>
- **More spending:** Whether this damage takes place on the interstate or on state and local roads, taxpayers will end up footing the bill for a governor’s unilateral decision to increase truck weights.

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<sup>3</sup> Ibid.

<sup>4</sup> Ibid.

<sup>5</sup> Insurance Institute for Highway Safety; 2016. *Crash Risk Factors for Interstate Large Trucks in North Carolina*

<sup>6</sup> USDOT; 2016. *Comprehensive Truck Size and Weight Limits Study, Final Report to Congress*

<sup>7</sup> Ibid.

<sup>8</sup> Bailey, Harvill et al; 2025. *The Impacts of Heavier Trucks on Local Bridges: 2025 Update*

# Longer Double-Trailer Trucks Endanger Motorists and Damage Infrastructure

Prepared by CABT, January 2025

A few large trucking companies are pushing Congress to force states to allow longer double-trailer trucks, or “Double 33s.” These longer double-trailer trucks would replace not only today’s shorter, 28-foot double-trailer trucks, but also many 53-foot single-trailer trucks that commonly operate on the road today. Longer double-trailer trucks would add new dangers for motorists and damage our infrastructure.

Double 33s are 91 feet in length—that is 10 feet longer than the current doubles they are intended to replace and 17 feet longer than current single-trailer trucks. In 2015, Congress rejected these longer double-trailer trucks,<sup>1</sup> and the United States Department of Transportation (USDOT), in its 2016 Comprehensive Truck Size and Weight Limits Study, recommended that Congress not approve these or any other longer or heavier trucks.<sup>2</sup>

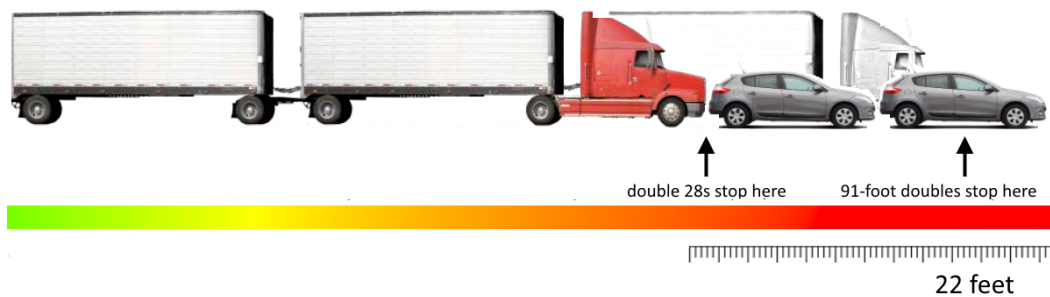
## Double 33s Would Replace Single-Trailer Trucks

Double-trailer trucks represent a relatively small percentage of trucks operating on our roads today. The majority of combination trucks in operation are 53 foot single-trailer trucks. If Congress requires states to allow the longer doubles, today’s truck traffic would change dramatically. Since Double 33s have 24 percent more capacity than 53 foot trailers, market forces would push companies currently operating single-trailer trucks to replace their fleets with Double 33s. According to a 2015 analysis, this would incur a massive shift from single-trailer trucks to Double 33s, resulting in approximately **42 to 101 billion additional miles of double-trailer truck travel on our nation’s highways.**<sup>3</sup>

## Longer Double-Trailer Trucks Would Add New Dangers to the Highways

An influx of double-trailer trucks on the highway would have severe safety implications for motorists. Studies have consistently shown that multi-trailer trucks—doubles and triple-trailer trucks—are more dangerous than single-trailer trucks. A 2013 Marshall University-led study<sup>4</sup> found that double-trailer trucks have an **11 percent higher fatality rate** than single-trailer trucks. This result is consistent with findings made by USDOT in a 2000 study.<sup>5</sup> Below are several reasons these trucks are more dangerous:

**1. Longer stopping distances.** Double 33s take 252 feet to stop—that is a 17-foot longer stopping distance than today’s single-trailer trucks and 22 feet longer than today’s twin-trailer trucks.<sup>6</sup>



<sup>1</sup> On Nov. 10, 2015, the Senate rejected increasing the length of double-trailer trucks as part of the surface transportation reauthorization bill on a 56-31 floor vote; and on Nov. 18, 2015, the U.S. Senate rejected increasing the length of double-trailer trucks on the omnibus spending bill on a voice vote.

<sup>2</sup> USDOT; 2016. *Comprehensive Truck Size and Weight Limits Study, Final Report to Congress.*

<sup>3</sup> Mingo, Roger D., and Mark L. Burton, Mark L.; 2015. *Mandated Twin 33 Trailers Produce Costly Shifts in Freight Movement.*

<sup>4</sup> Marshall University, 2013. *An Analysis of Truck Size and Weight: Phase I – Safety.*

<sup>5</sup> USDOT; 2000. *Comprehensive Truck Size and Weight Study.*

<sup>6</sup> USDOT; 2015. *Comprehensive Truck Size and Weight Limits Study, Highway Safety and Truck Crash Comparative Analysis Technical Report.*

**2. Increased rollover propensity and rearward amplification.** Double 33s experience increased rollover vulnerability, poorer stability and a compromised ability to make avoidance maneuvers compared to single-trailer trucks.<sup>7</sup>

**3. More wear and tear.** Double-trailer configurations have 58 percent higher out-of-service violation rates than single-trailer trucks.<sup>8</sup> This is especially important because a 2016 study by the Insurance Institute for Highway Safety (IIHS) found that trucks with any out-of-service violation are 362 percent more likely to be involved in a crash.<sup>9</sup>

### **Double 33s Would Cause Significant Infrastructure Damage**

According to the 2016 USDOT study, Double 33s would increase pavement damage by 1.8 percent to 2.7 percent,<sup>10</sup> which translates to **\$1.2 to \$1.8 billion in estimated pavement damage every year.**<sup>11</sup> This does not include state, county and municipal roads, which are built to lower standards than federal infrastructure.

Also, USDOT found that nearly 2,500 interstate and other National Highway System bridges would need to be strengthened or replaced to handle the longer double-trailer trucks, costing taxpayers up to **\$1.1 billion.**<sup>12</sup> The study accounts for only 20 percent of bridges—the other 80 percent of bridges on state and local roads would be more vulnerable to longer trucks.

### **Many Trucking Companies Oppose Double 33s**

The Truckload Carriers Association (TCA), representing over 700 trucking companies, strongly opposes longer double-trailer trucks. In fact, TCA wrote to Members of Congress in 2015 to express their concerns over increasing the length of double-trailer trucks, stating that these trucks would increase costs of delivering freight, decrease fuel efficiency, incur additional expenses to train or retrain drivers, increase the potential for driver injuries while coupling and decoupling trailers, and exacerbate truck parking problems.<sup>13</sup>

### **The Double 33s Mandate Would Override State Laws**

This legislation would preempt state laws and require every state to allow longer double-trailer trucks on their roads, even if they determined that their roadways were not capable of safely accommodating the longer trucks or that they would damage their pavement and bridges.

### **Double 33s Are Heavier Than Today's Twin 28s**

According to USDOT, Double 33s will, on average, be over four tons heavier than today's Twin 28s due to added capacity.<sup>14</sup> Longer stopping distances, increased crash severity and increased pavement and bridge damage of Double 33s are all negative impacts attributed to the additional weight.

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<sup>7</sup> Ibid.

<sup>8</sup> Ibid.

<sup>9</sup> Insurance Institute for Highway Safety; 2016. *Crash Risk Factors for Interstate Large Trucks in North Carolina*.

<sup>10</sup> USDOT; 2015. *Comprehensive Truck Size and Weight Limits Study, Volume 1: Technical Reports Summary*.

<sup>11</sup> R.D. Mingo and Associates; 2015. Analysis of 2012 FHWA Highway Statistics and selected Cost Allocation studies.

<sup>12</sup> Ibid.

<sup>13</sup> Truckload Carriers Association; October 20, 2015. Letter to House Transportation and Infrastructure Committee Chairman Bill Shuster and Ranking Member Peter DeFazio.

<sup>14</sup> USDOT; 2016. *Comprehensive Truck Size and Weight Limits Study, Final Report to Congress*.

# Heavier Auto Haulers Endanger Motorists and Damage Infrastructure

Prepared by CABT, April 2025

Certain business interests are pushing for the passage of a bill to raise federal truck weight limits from 80,000 pounds to 88,000 pounds for trucks carrying automobiles (H.R. 2948 in the 118<sup>th</sup> Congress). However, the U.S. Department of Transportation (USDOT), in its 2016 Comprehensive Truck Size and Weight Limits, specifically looked at 88,000-pound, five axle trucks and found significant safety issues and infrastructure damage associated with this configuration. Ultimately, USDOT recommended that Congress not approve any heavier trucks.<sup>1</sup>

Congress has also consistently rejected any increase in national truck weight limits because of concerns for public safety and infrastructure damage. In fact, the House of Representatives in 2015, voted on a bipartisan basis to maintain the current federal limits.<sup>2</sup>

## Heavier Trucks Have Dramatically Higher Crash Rates

The USDOT study found that heavier trucks with six axles—both 91,000-pound and 97,000-pound configurations—had higher crash rates in the three states where there was sufficient data<sup>3</sup>:

Washington	-	<b>47 percent higher</b> crash rates for six-axle trucks up to 91,000 pounds
Idaho	-	<b>99 percent higher</b> crash rates for six-axle trucks up to 97,000 pounds
Michigan	-	<b>400 percent higher</b> crash rates for six-axle trucks up to 97,000 pounds

## The Dangers of Heavier Trucks

**Increased Braking Distance.** The USDOT found that the 88,000-pound configuration had a 20-foot increase in braking distance, which could be the difference between a near-miss and a fatal crash.<sup>4</sup>

**More severe crashes.** The severity of a crash is determined by the velocity and mass of a vehicle. If its weight increases, so does the potential severity of a crash. Any increase in crash severity increases the likelihood of injuries becoming more serious or resulting in fatalities.

**Increased wear and tear.** Increasing the weight of trucks causes additional wear and tear on key safety components. The 2016 USDOT study found that trucks weighing over 80,000 pounds had higher overall out-of-service (OOS) rates and **18 percent higher brake violation rates** compared to those at or below 80,000 pounds.<sup>5</sup> This is especially important because a 2016 study by the Insurance Institute for Highway Safety found that trucks with any out-of-service violation are **362 percent more likely to be involved in a crash.**<sup>6</sup>

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<sup>1</sup> USDOT; 2016. *Comprehensive Truck Size and Weight Limits Study, Final Report to Congress*

<sup>2</sup> On Nov. 3, 2015, an amendment offered by Rep. Reid Ribble (R-Wis.) to the Transportation Reauthorization Act was defeated on a bipartisan vote, 236 to 187

<sup>3</sup> USDOT; 2016. *Comprehensive Truck Size and Weight Limits Study, Final Report to Congress*

<sup>4</sup> USDOT; 2016. *Comprehensive Truck Size and Weight Limits Study, Safety and Truck Crash Analysis Technical report*

<sup>5</sup> USDOT; 2016. *Comprehensive Truck Size and Weight Limits Study, Final Report to Congress*

<sup>6</sup> Insurance Institute for Highway Safety; 2016. *Crash Risk Factors for Interstate Large Trucks in North Carolina*

## Heavier Trucks Would Cause Significant Infrastructure Damage

USDOT found in its 2016 study that thousands of Interstate and other National Highway System bridges could not accommodate heavier trucks.<sup>7</sup> The USDOT found that the 88,000-pound, five-axle configuration would negatively affect more than 3,600 bridges, with replacement costing \$400 million.<sup>8</sup> Recent research conducted by CABT and several county officials examined local bridges, which were not evaluated in the USDOT study. This study found 65,157 bridges that are not on the National Highway System would be put at risk by 88,000 pound trucks. The cost to replace these bridges would be \$70.6 billion.<sup>9</sup>

Adding four tons to the gross vehicle weight without additional axles means axle weights are increased, leading to pavement damage. Of the heavier single trailer configurations analyzed, USDOT found that the 88,000-pound truck caused the most damage to pavement.<sup>10</sup>

## Heavier Trucks Bad for the Environment

Proponents of heavier trucks claim significant environmental benefits but rely on the false premise that bigger trucks mean fewer trucks. A recent study<sup>11</sup> found that heavier trucks will in fact mean *more* trucks on our nation's roads, hampering our ability to fight climate change.

The single biggest contributor to climate change is carbon emissions and research has shown heavier trucks would put more CO<sub>2</sub> into the atmosphere. The study found that proposals for heavier trucks could lead to an increase of as much as 17.49 billion truck vehicle miles traveled (VMT), resulting in an additional 3.53 billion gallons of fuel burned and 37.49 million tons of carbon emissions.<sup>12</sup>

## Commodity-specific Piecemeal Approach Sets Bad Precedent

*"I think it's a strain on our roadways and it certainly opens the floodgates for every other industry. I think they'd have a hard time holding the line to pass this for one specific industry and not have others follow suit."*

*Statement by Iowa county engineer Ben Hull, discussing a bill to raise timber truck weights as reported in The Hawk Eye, Burlington, IA, April 24, 2019*

- **Allowing one overweight commodity sets a bad precedent.** Piecemeal legislation sets the stage for future requests, where Congress is forced to favor or disadvantage specific industries.
- **Sets the stage for a nationwide increase.** As more exemptions are passed, a more complicated patchwork is created that would fuel calls for nationwide weight increases, with devastating consequences for public safety and infrastructure.

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<sup>7</sup> USDOT; 2016. *Comprehensive Truck Size and Weight Limits Study, Final Report to Congress*

<sup>8</sup> USDOT; 2016. *Comprehensive Truck Size and Weight Limits Study, Bridge Structure Comparative Analysis*

<sup>9</sup> CABT and Bailey et al.; 2025. *The Impacts of Heavier Trucks on Local Bridges: 2025 Update*

<sup>10</sup> USDOT; 2016. *Comprehensive Truck Size and Weight Limits Study, Final Report to Congress*

<sup>11</sup> Burton, Mark; June 2020. *Estimating the Rail-to-Truck Traffic Diversions Attributable to Increased Truck Size and Weight*. Marshall University, Appalachian Transportation Institute

<sup>12</sup> Mingo, Roger D; December 2020. *Another Look at FHWA's Analysis of Twin 33 and Six-axle Single Combination Vehicles in the 2015 Comprehensive Truck Size and Weight Study*

# Texas 23rd Congressional District Bridge Report: 2025 Update 91,000 Pound Trucks March, 2025

Number of local bridges put at risk by 91,000-pound trucks: **165**

Cost of replacing at-risk local bridges: **\$87,124,173**

Total number of local bridges: **1,062**

## At-risk bridges with highest daily truck traffic

County	Route Carried	Feature Crossed	Age	Condition	Replacement Cost
Pecos County	IH 10 NFR	Draw	91	Good	\$454,731
Pecos County	IH 10 SFR	Draw	91	Fair	\$491,310
Ward County	IH 20 BUS	Pecos River Relief	97	Good	\$780,259
Bexar County	FM 1957	Potranco Creek	34	Good	\$845,723
Ward County	IH 20 BUS	Draw	97	Good	\$567,314
Ward County	IH 20 BUS	Draw	97	Fair	\$638,848
Comal County	FM 3351	CIBOLO CREEK	29	Good	\$1,142,624
La Salle County	SH 97	DRAW	68	Fair	\$386,803
Bexar County	FM 2790	Indian Creek	31	Good	\$516,947
Upton County	SH 329	DRAW	63	Fair	\$497,426
Upton County	SH 329	DRAW	63	Fair	\$458,595
Zavala County	US 57	PALO BLANCO CREEK	57	Good	\$423,248
Bexar County	Loop 1604	Live Oak Slough	51	Good	\$300,037
Frio County	SH 85	DRAW	46	Good	\$526,310
Reagan County	RM 33	CENTRALIA DRAW RELIEF	63	Good	\$449,624

\*Based on findings of *The Impacts of Heavier Trucks on Local Bridges: 2025 Update*. March, 2025



# Texas Bridge Report

## 91,000 Pound Trucks: 2025 Update

March, 2025

Number of local bridges at risk with 91,000-  
pound trucks:

**1,827**

Cost of replacing at-risk local bridges:

**\$972,982,248**

Total number of local bridges: **18,156**

# Heavier Truck “Pilot Project” Proposals Turns Motorists into Guinea Pigs

Prepared by CABT, April 2025

Certain business interests are lobbying legislation that would create a “pilot project” (H.R. 3372 in the 118<sup>th</sup> Congress) to allow any state to increase truck weights from 80,000 pounds to 91,000 pounds for up to 10 years on its interstates. In the last Congress, this proposal passed the Transportation and Infrastructure Committee, yet failed to make it to the House floor. **The goal, according to the legislation: to track crashes involving these heavier trucks, including injuries and fatalities.** This does nothing more than turn interstates into test tracks and motorists into guinea pigs.

As the Virginia Department of Transportation stated when analyzing potential involvement in a pilot project:

***“Safety must remain a primary consideration. Increases in crash rates among the heavier trucks could occur and although a decrease in safety would be a trigger for discontinuation of the pilot, any injuries or loss of life resulting from the pilot would be unacceptable.”***  
*(Virginia Department of Transportation, 2018)*

In 2016, the U.S. Department of Transportation (USDOT) delivered its three-year Comprehensive Truck Size and Weight Limits Study Report requested by Congress. That report found that heavier trucks had serious safety problems and would impose additional costs on our highway infrastructure. The Department recommended that Congress not approve any heavier trucks.<sup>1</sup>

## **“Pilot Project” for Heavier Trucks Means Experimenting with Motorists**

A “pilot project” for heavier trucks is misguided and dangerous because of the threat to public safety and damage to infrastructure. So-called “pilot projects” amount to little more than experimenting with heavier trucks on public roads and bridges with motorists. The information sought includes the number of crashes, including injuries and fatalities involving heavier trucks. USDOT and the Transportation Research Board (TRB) have recommended better ways of obtaining this information without further endangering motorists or damaging our infrastructure.

## **Previous research shows a heavier truck is a more dangerous truck**

After reviewing decades of safety research, there do not appear to be any studies that say a heavier truck is a safer truck. On the contrary, numerous studies have found increased danger. Along with the most recent studies from USDOT, VDOT and the Insurance Institute for Highway Safety, other studies have found increased risks to public safety. These include reports from the Wisconsin Department of Transportation,<sup>2</sup> the Transportation Research Board,<sup>3</sup> and the University of Michigan Transportation Research Institute.<sup>4</sup> Given these concerns, additional data should not be collected using methods that put lives at stake.

## **Heavier Trucks Are More Dangerous Trucks**

**More crashes.** 91,000-pound, six axle trucks had a 47 percent higher crash rate than 80,000-pound, five axle trucks in limited state testing. 97,000-pound trucks had even higher crash rates, from 99-400 percent higher than 80,000-pound, five axle trucks.<sup>5</sup>

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<sup>1</sup> USDOT; 2016. *Comprehensive Truck Size and Weight Limits Study, Final Report to Congress*

<sup>2</sup> National Center for Freight & Infrastructure Research and Engineering; 2009. *Wisconsin Truck Size and Weight Study*

<sup>3</sup> Transportation Research Board; 1990. *Truck Weight Limits: Issues and Options*

<sup>4</sup> University of Michigan Transportation Research Institute; 1988. *Analysis of Accident Rates of Heavy Duty Vehicles.*

<sup>5</sup> USDOT; 2016. *Comprehensive Truck Size and Weight Limits Study, Final Report to Congress*

**More severe crashes.** The severity of a crash is determined by the velocity and mass of a vehicle. If its weight increases, so does the potential severity of a crash. Any increase in crash severity increases the likelihood of injuries becoming more serious or resulting in fatalities.

**More likely to roll over.** Heavier trucks tend to have a higher center of gravity because the additional weight is often stacked vertically. Raising the center of gravity increases the risk of rollovers.<sup>6</sup>

**Increased wear and tear.** Increasing the weight of trucks causes additional wear and tear on key safety components. The 2016 USDOT study found that trucks weighing over 80,000 pounds had higher overall out-of-service (OOS) rates and **18 percent higher brake violation rates** compared to those at or below 80,000 pounds.<sup>7</sup> This is especially important because a 2016 study by the Insurance Institute for Highway Safety found that trucks with any out-of-service violation are **362 percent more likely to be involved in a crash.**<sup>8</sup>

### **Heavier Trucks Would Cause Significant Infrastructure Damage**

Bridges don't care about axles – bridge damage is a function of gross vehicle weight. The USDOT study examined interstate and US highway bridges and found thousands of structures that would have to be repaired or replaced to accommodate 91,000-pound trucks. A recent report that evaluated local bridges the USDOT did not examine found more than 68,000 bridges that are not rated to safely handle 91,000-pound trucks. These bridges would cost \$78.7 billion to replace, leaving taxpayers to foot the bill.<sup>9</sup>

### **Heavier interstate weight limits will not take trucks off of local roads**

No truck trip begins or ends on the interstate system. These trucks would operate on all roadways. In fact, 44% of truck traffic operates off the interstates today.<sup>10</sup> The vast majority of state laws allowing heavier trucks on local roads will not conform with a 91,000-pound, six axle pilot program, meaning a pilot program will do nothing to take heavier trucks off of local roads. In fact, this pilot project will increase pressure on state legislatures to increase truck weight limits on local roads, creating serious safety and infrastructure problems.

### **A Safe Alternative**

If proponents are serious about collecting more comprehensive information about the impacts of heavier trucks, they should support the comprehensive research plans initiated by USDOT<sup>11</sup> and TRB.<sup>12</sup> Conducting test track operations of bigger trucks and improving the collection of crash and travel data in the states where heavier trucks already operate is the logical next step as opposed to expanding the operation and increasing the dangers. Specific recommendations include the following:

- Re institute and expand the collection of higher-quality, impartial data nationwide (i.e., TIFA and VIUS), including VMT, and implement a uniform crash report form that accurately collects the number of trailers and axles, truck weight and length, and road type where the crash occurred.
- Collect and analyze data on the impacts of bigger-truck operations on local roads and bridges.
- Conduct operational tests of bigger-truck configurations at track testing facilities, fully evaluating vehicle dynamics in real-world conditions.

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<sup>6</sup> USDOT; 2000. *Comprehensive Truck Size and Weight Study*

<sup>7</sup> USDOT; 2016. *Comprehensive Truck Size and Weight Limits Study, Final Report to Congress*

<sup>8</sup> Insurance Institute for Highway Safety; 2016. *Crash Risk Factors for Interstate Large Trucks in North Carolina*

<sup>9</sup> Bailey, Harvill et al; 2025. *The Impacts of Heavier Trucks on Local Bridges: 2025 Update*

<sup>10</sup> Bureau of Transportation Statistics; 2023. *Vehicle Miles Traveled by Highway Category and Vehicle Type*

<sup>11</sup> Ibid

<sup>12</sup> Transportation Research Board; 2019. *Research to Support Evaluation of Truck Size and Weight Regulations*

## Heavier Log Truck Bills Would Endanger Motorists and Damage Infrastructure

Prepared by CABT, October 2025

H.R. 2166 and S. 1063 (Safe Routes Act) would dramatically expand the roads on which extra-heavy log trucks are allowed to operate in at least 20 states. These bills would replace the current national uniform interstate gross vehicle weight limit of 80,000 pounds with whatever each individual state allows on its state roads for log trucks.

This bill **would not get heavier trucks off local roads**. No trip starts and stops on an interstate highway. With higher weight limits, the log trucks that currently operate at the legal limit of 80,000 pounds to utilize the interstate would run at the new, heavier weight. **The end result is heavier log trucks on all roads.**

The new weight limits would vary by state and very few of the states would have the same limits. The new limits would range from 84,000 pounds on five axles to 156,000 pounds on eight axles. Log trucks are already some of the most dangerous trucks on the road, and expanding the number of overweight log trucks and their operational range would significantly increase the threats to the public.

### Log Trucks Are Already Dangerous

Log trucks are **more likely to be involved in crashes resulting in fatalities and injuries**, and adding more weight would increase the danger.

- **More severe crashes.** In 2023, vehicles in log truck crashes were 77% more likely to be involved in a fatality and 21% more likely to be involved in an injury when compared to crashes involving other big trucks.<sup>1</sup>
- **Older average age of vehicles.** Log trucks had the oldest average age (15.6 years) of any class of truck involved in fatal crashes compared to an average of 9.2 years for all trucks.<sup>2</sup>
- **Rollover.** Log trucks involved in fatal crashes experienced rollover 26% of the time, more than double the rate for all large trucks.<sup>3</sup>
- **Longer stopping distances.** Adding weight without additional braking capacity increases stopping distance,<sup>4</sup> potentially turning a near-miss into a fatal crash.

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<sup>1</sup> Fatality Analysis Reporting System (FARS), 2023 Annual Report File

<sup>2</sup> Ibid

<sup>3</sup> Ibid

<sup>4</sup> U.S. Department of Transportation; 2015. Comprehensive Truck Size and Weight Limits Study Highway Safety and Truck Crash Comparative Analysis Technical Report, pg. 65

## Heavier Log Trucks Would Cause Significant Infrastructure Damage

- **More weight on same number of axles.** Many states would allow increased weights without increasing the number of axles. Compared to an 80,000-pound truck, a vehicle with a weight of 84,000 pounds on five axles increases pavement damage by 25%, while a 90,000-pound truck would do 73% more damage.<sup>5</sup>
- **Interstate bridges are already in dire need of repair.** Of the 147,633 bridges on the National Highway System, over 56% are rated as being in fair or poor condition.<sup>6</sup> Adding significantly heavier trucks would dramatically increase infrastructure damage.
- **Taxpayers should not be forced to subsidize the logging industry.** While logging companies may increase their profits by operating heavier log trucks, taxpayers will be forced to pick up the tab for the additional damage to roads and bridges caused by the extra-heavy trucks.

## Commodity-specific Piecemeal Approach Sets Bad Precedent

*"I think it's a strain on our roadways and it certainly opens the floodgates for every other industry. I think they'd have a hard time holding the line to pass this for one specific industry and not have others follow suit."*

*Statement by Iowa county engineer Ben Hull, discussing a bill to raise timber truck weights as reported in The Hawk Eye, Burlington, IA, April 24, 2019*

- **Allowing one overweight commodity sets a bad precedent.** Piecemeal legislation sets the stage for future requests, where Congress is forced to favor or disadvantage specific industries.
- **Sets the stage for a nationwide increase.** As more exemptions are passed, a more complicated patchwork is created that would fuel calls for nationwide weight increases, with devastating consequences for public safety and infrastructure.

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<sup>5</sup> FHWA PaveDAT Model

<sup>6</sup> FHWA; 2025. Bridge Condition by Highway System 2025

# CITY COUNCIL AGENDA ITEM REPORT

January 6, 2026

Agenda Item No. 12E

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: Approve



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## AGENDA ITEM

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Approve Resolution 2026-01-03, a resolution granting a land owner petition and releasing approximately 11.73 acres of land from the City of Alpine’s Extraterritorial Jurisdiction; Directing the filing of this resolution and related documents with the Brewster County Clerk; Authorizing updates to official city maps and records; And providing an Effective Date. (G. Calderon, Interim City Manager)

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## EXECUTIVE SUMMARY

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### Background

On December 4, 2025, the City received a Land Owner Petition for Release from the Extraterritorial Jurisdiction submitted by Team KAM Enterprises, Ltd., the majority value landowner of approximately 11.73 acres located at 50 Rossi Road, Alpine, TX 79830. The petition includes the required landowner signature, supporting documentation, legal description, and circulator affidavit, as reflected in the petition on file.

The petition was reviewed for compliance using the ETJ Release by Petition Checklist issued by TML Legal Counsel. The checklist outlines statutory requirements relating to eligibility, exclusions, signature validity, documentation, and timing. The petition satisfies all required components under Texas Local Government Code Chapter 42, Subchapter D (§§ 42.101–42.110).

### Findings

City staff determined the following:

- The property is located within the City’s ETJ.
- None of the statutory exemptions apply (e.g., military base proximity, strategic partnership agreements, industrial district designation).
- The petition was submitted by the proper party—the majority value landowner—and includes all legally required elements, including legal description and map.
- The petition and affidavit contain all required information and signatures consistent with state law requirements.

## **Automatic Approval Under State Law**

Under Texas Local Government Code Chapter 42, Subchapter D, if a petition meets the minimum statutory requirements and the City Council fails to act by the next regular meeting after the 30th day following receipt, the petition is deemed approved by operation of law. This statutory structure ensures that qualifying petitions cannot be delayed or denied by inaction.

Because the petition from Team KAM Enterprises, Ltd. is complete and compliant, it would automatically take effect even without Council action, resulting in the release of the property from the ETJ.

## **Importance of Adopting the Resolution**

Although automatic approval is possible under law, formal Council adoption of Resolution 2026-01-03 is the preferred and best-practice approach for the following reasons:

- **Transparency:** Adoption of the resolution provides a clear, public action documenting the Council's findings and acknowledgment of the petition's compliance with state law.
- **Clarity of Record:** Formal action avoids ambiguity regarding the effective date, scope, and basis for the release.
- **Memorialization:** The resolution becomes part of the City's official legislative record, ensuring future staff, landowners, title companies, and regulatory agencies can rely on a clear, traceable document.
- **Efficient Administration:** Adoption aligns with orderly filing of the Notice of Release of ETJ with the Brewster County Clerk and ensures accurate updates to City maps and planning documents.

For these reasons, approving the resolution is substantively and administratively superior to allowing the automatic provisions to take effect.

## **Purpose of the Resolution**

Resolution 2026-01-03 formally:

1. Approves the landowner petition.
2. Releases the 11.73-acre property from the City's ETJ effective immediately upon adoption.
3. Directs the City Secretary to file the County Clerk notice and certified resolution.
4. Authorizes updates to City maps, zoning layers, and planning systems.

These actions are fully detailed within the draft resolution provided.

## **Fiscal Impact**

Minimal, limited to administrative time for filings and map updates.

**Recommendation**

Staff recommends formal adoption of Resolution 2026-01-03. While the petition would become effective automatically if no action were taken, Council approval provides the highest level of clarity, transparency, legal certainty, and administrative completeness.

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**SUPPORTING MATERIALS**

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- 1. 2026-01-03 ETJ Release TEAM KAM ENTERPRISES LTD
- 2. County Clerk Filing - ETJ Release TEAM KAM ENTERPRISES LTD
- 3. Alpine - ETJ Removal Request
- 4. Alpine - Special Warranty Deed - Signed
- 5. Alpine - Survey
- 6. Alpine - Warranty Deed - Title
- 7. PID 13136
- 8. Alpine Property - Aerial Map Image
- 9. Team KAM Enterprises, Ltd. - Corporate Resolution
- 10. Team KAM Enterprises, Ltd. - Operating Agreement
- 11. ETJ Release By Petition Checklist (7 September 2023)
- 12. Annexation Map - ETJ Release

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 12/11/2025  
 Final Approval - 12/11/2025

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

**RESOLUTION 2026-01-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, GRANTING A LAND OWNER PETITION AND RELEASING APPROXIMATELY 11.73 ACRES OF LAND FROM THE CITY OF ALPINE’S EXTRATERRITORIAL JURISDICTION; DIRECTING THE FILING OF THIS RESOLUTION AND RELATED DOCUMENTS WITH THE BREWSTER COUNTY CLERK; AUTHORIZING UPDATES TO OFFICIAL CITY MAPS AND RECORDS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Alpine, Texas (“City”) is a home-rule municipality operating under the laws of the State of Texas; and

**WHEREAS**, Team KAM Enterprises, Ltd., a Texas [limited partnership/corporation], is the holder of title to certain real property consisting of approximately 11.73 acres out of Sections 25 and 44, Block 9, G.H. & S.A. Ry. Co. Surveys, Brewster County, Texas, with a situs address of 50 Rossi Road, Alpine, Texas 79830 (the “Property”), as more particularly described in that certain deed recorded in the Official Public Records of Brewster County, Texas (the “Deed”); and

**WHEREAS**, on December 4, 2025, the City received from Team KAM Enterprises, Ltd. a Land Owner Petition for Release from Extraterritorial Jurisdiction for the Property, together with supporting documentation, pursuant to Texas Local Government Code Chapter 42, Subchapter D (including §§ 42.101–42.110) (the “Petition”); and

**WHEREAS**, the Petition is signed by an authorized representative of the title holder, includes a legal description and survey of the Property, and otherwise appears to satisfy the statutory requirements for a petition to release land from the City’s extraterritorial jurisdiction; and

**WHEREAS**, the City Council of the City of Alpine finds that the Petition is complete and that the Property should be released from the City’s extraterritorial jurisdiction in accordance with Texas law.

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

**SECTION I. FINDINGS INCORPORATED.**

The findings and recitals set out above are found to be true and correct and are hereby adopted and incorporated herein as if set forth fully in the body of this Resolution.

**SECTION II. APPROVAL OF PETITION; RELEASE OF PROPERTY FROM EXTRATERRITORIAL JURISDICTION.**

The City Council hereby:

1. Approves the Land Owner Petition for Release from Extraterritorial Jurisdiction submitted by Team KAM Enterprises, Ltd. for the Property; and
2. Releases the Property from the extraterritorial jurisdiction of the City of Alpine, Texas, effective as of the date of adoption of this Resolution, in accordance with Texas Local Government Code Chapter 42, Subchapter D.

The Property is generally described as approximately 11.73 acres out of Sections 25 and 44, Block 9, G.H. & S.A. Ry. Co. Surveys, Brewster County, Texas, with a situs address of 50 Rossi Road, Alpine, Texas 79830, and is more particularly described in the Deed and survey on file with the City Secretary.

**SECTION III. FILING WITH BREWSTER COUNTY CLERK.**

The City Council hereby directs the City Secretary to prepare and execute a notice or certificate of release of extraterritorial jurisdiction, together with a certified copy of this Resolution, and to file the same with the Brewster County Clerk for recording in the Official Public Records of Brewster County, Texas, as evidence of the release of the Property from the City's extraterritorial jurisdiction.

**SECTION IV. UPDATES TO CITY MAPS AND RECORDS.**

The City Manager, City Secretary, and appropriate City staff are authorized and directed to update all applicable official City maps, records, zoning layers, planning documents, and systems to reflect the release of the Property from the City's extraterritorial jurisdiction.

**SECTION V. EFFECTIVE DATE.**

This Resolution shall take effect immediately upon its passage by the City Council of the City of Alpine, Texas.

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 6<sup>TH</sup> DAY OF JANUARY 2026 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**ATTEST:**

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Catherine Eaves, Mayor

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Geoffrey R. Calderon, City Secretary

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

**NOTICE OF RELEASE OF EXTRATERRITORIAL JURISDICTION  
CITY OF ALPINE, TEXAS**

**WHEREAS**, the City Council of the City of Alpine, Texas (the “City”) adopted Resolution No. 2026-01-03 on the 6<sup>th</sup> day of January, 2026, granting a Land Owner Petition for Release from Extraterritorial Jurisdiction and releasing certain real property from the City’s extraterritorial jurisdiction in accordance with Texas Local Government Code Chapter 42, Subchapter D (including §§ 42.101–42.110); and

**WHEREAS**, the real property released from the City’s extraterritorial jurisdiction (the “Property”) is generally described as **approximately 11.73 acres out of Sections 25 and 44, Block 9, G.H. & S.A. Ry. Co. Surveys, Brewster County, Texas, with a situs address of 50 Rossi Road, Alpine, Texas 79830**, and is more particularly described in a deed recorded in the Official Public Records of Brewster County, Texas;

**NOW, THEREFORE, I, the undersigned City Secretary of the City of Alpine, Texas, do hereby certify as follows:**

**SECTION I.** That Resolution No. 2026-01-03 adopted by the City Council on the 6<sup>th</sup> day of January 2026, is a true and correct act of the governing body of the City of Alpine, Texas; and

**SECTION II.** That pursuant to said Resolution, the Property described above has been released from the extraterritorial jurisdiction of the City of Alpine, Texas, effective as of the date of adoption of the Resolution.

This Notice is executed for the purpose of being recorded in the Official Public Records of Brewster County, Texas, to provide public notice of the release of the Property from the City of Alpine’s extraterritorial jurisdiction.

**EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026**

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

**ACKNOWLEDGMENT**

THE STATE OF TEXAS §  
COUNTY OF BREWSTER §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, by Geoffrey R. Calderon, in his capacity as City Secretary of the City of Alpine, Texas, a home-rule municipality, on behalf of said municipality.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Texas

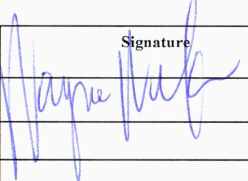
My commission expires: \_\_\_\_\_

LAND OWNER PETITION FOR RELEASE FROM EXTRATERRITORIAL JURISDICTION

To the Mayor and City Council of the City of Alpine, Texas ("City"): We, the undersigned, constituting a majority in value of the holders of title of land in the area described by this petition, as indicated by the tax rolls of the Brewster County Appraisal District, pursuant to Local Government Code §42.102(a) and in accord with Election Code §227, hereby petition the City to be released from the extraterritorial jurisdiction of the City. A map of the land to be released is attached to this petition, along with a description by metes and bounds, or lot and block number, in compliance with Texas Local Government Code §42.104(d).

**LEGAL DESCRIPTION: 11.73 ACRES OUT OF SECTIONS 25 AND 44, BLOCK 9, G.H. & S.A. RY. CO. SURVEYS, BREWSTER COUNTY, TEXAS, SITUS ADDRESS: 50 Rossi Road, Alpine, TX 79830**

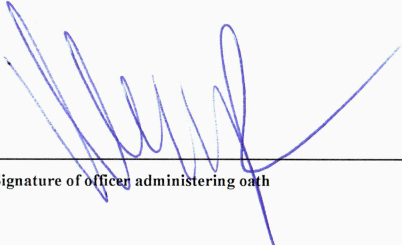
**ONLY HOLDERS OF TITLE OF LAND IN THE AREA DESCRIBED BY THIS PETITION, AS INDICATED BY THE TAX ROLLS OF THE BREWSTER COUNTY APPRAISAL DISTRICT, MAY SIGN THIS PETITION. PLEASE FILL IN ALL BLANKS THAT ARE NOT OPTIONAL.**

Date Signed	Signature	Printed Name	Residence Address	City/State/Zip	Voter Registration Number or DOB	Email (optional)
12/4/25		Wayne Wildman, Authorized representative of Team KAM Enterprises Ltd.,	12221 FM 476	Somerset, TX, 78069	1-19-54	

AFFIDAVIT OF CIRCULATOR

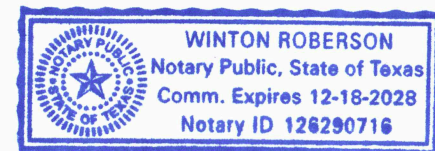
STATE OF TEXAS, COUNTY OF BREWSTER, BEFORE ME, the undersigned, on this 12/4/25 (date) personally appeared Christian Ibarra, (name of person who circulated petition,) who being duly sworn, deposes and says: "I circulated this petition. I called each signer's attention to the full text of the proposed city charter amendment printed on the back of this petition before the signer affixed their signature to the petition. I witnessed the affixing of each signature. Each signer freely provided all in formation required on this petition. The correct date of signing is shown on the petition. I verified each signer's registration status and believe that each signature is the genuine signature of the person whose name is signed and that the corresponding information for each signer is true and correct." SWORN TO AND SUBSCRIBED BEFORE ME THIS DATE

X Christian Ibarra  
 Signature of circulator

X   
 Signature of officer administering oath

(SEAL)

\_\_\_\_\_  
 Title of officer administering oath



**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.**

**WARRANTY DEED**

Date: June 9, 2025

Grantor: Clay Harris and Lee Harris, as Independent Co-Executors and beneficiaries of the Estate of Gerald Harris, Deceased

Grantor's mailing address: 111 S. Gregg St.  
Big Spring, TX 79720

Grantee: Team KAM Enterprises Ltd., a Texas limited partnership

Grantee's mailing address: P.O. Box 114  
Somerset, TX 78069

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration

Property (including any improvements):

11.73 ACRES OUT OF SECTIONS 25 AND 44, BLOCK 9, G.H. & S.A. RY. CO. SURVEYS, BREWSTER COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 11.99 ACRE TRACT DESCRIBED IN VOLUME 144, PAGE 191, OFFICIAL PUBLIC RECORDS OF BREWSTER COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 0.26 ACRE TRACT DESCRIBED IN DOCUMENT NO. 81395, OFFICIAL PUBLIC RECORDS OF BREWSTER COUNTY, TEXAS, SAID 11.73 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron fence corner post found in the south line of railroad right-of-way and west right-of-way line of Hwy 90 for the northeast corner of said 11.99 acre tract and POINT OF BEGINNING of the herein described tract;

THENCE with the west line of Hwy 90, S 29°20'40" W, a distance of 440.17 feet to a capped iron rod [WALKER] found in the south line of said Section 25 for an angle point in the south line of said 11.99 acre tract;

THENCE with the south line of said Section 25 and south line of said 11.99 acre tract, S 62°08'36" W, a distance of 584.81 feet to a capped iron rod [6418] found for the southeast corner of that certain 0.26 acre tract described in Document No. 81395, Official Public Records of Brewster County, Texas, for the southwest corner of the herein described tract;

THENCE over and across said 11.99 acre tract, N 18°12'03" W, a distance of 178.69 feet to a capped iron rod [WALKER found for the north corner of said 0.26 acre tract;

THENCE with the north line of said 11.99 acre tract, N 13°45'20" E, a distance of 360.66 feet to a fence corner post found in the south line of a 30'-wide easement [120/122] for an angle point in the west line of said 11.99 acre tract;

THENCE with the west line of said 11.99 acre tract, N 18°29'09" W, a distance of 686.29 feet to a capped iron rod [5911] set in the south line of said railroad right-of-way for the northwest corner of said 11.99 acre tract and northwest corner of the herein described tract;

THENCE with the south line of said railroad right-of-way, S 60°49'11" E, a distance of 1,054.20 feet to the POINT OF BEGINNING of the herein described tract, containing 11.73 ACRES of land.

Reservations from Conveyance: Grantor does expressly reserve unto themselves, their heirs and assigns, all minerals of which Grantor is possessed (including but not by way of limitation, oil, gas, sulfur, coal, lignite and uranium) in, under and that may be produced from the land herein conveyed, including all royalties, bonus and delay rentals due and payable under any applicable oil, gas and mineral lease covering said land, provided however, Grantor agrees that they will not use or occupy any portion of the surface of the property described above for the purpose of drilling wells, the development and transmission or storage of oil, gas or other minerals or the exploration, drilling or development of and production of oil, gas and other mineral substances, and will not place any fixtures, equipment or buildings or structures of any kind on the surface of the aforementioned tract of land, however, nothing herein contained shall be construed as waiving, releasing or relinquishing any right, title or interest of Grantor in and to the oil, gas and other minerals reserved herein or in the Grantor's right to exploit, develop or produce such oil, gas or other minerals with wells drilled at surface locations off the aforementioned tract of land by means of directional drilling or any other method which does not require use of the surface of the property described above.

#### NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

If for the current ad valorem tax year, the taxable value of the Property that is the subject of this Deed is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, the Grantee may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of

the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

#### NOTICE REGARDING POSSIBLE ANNEXATION

if the Property that is subject to this conveyance is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality extraterritorial jurisdiction or is likely to be located within a municipality extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

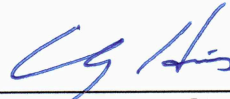
THE IMPROVEMENTS ON THE PROPERTY ARE SOLD AS IS, WHERE IS AND WITH ALL FAULTS. THERE IS NO WARRANTY OF HABITABILITY OR OF USEFULNESS FOR ANY PURPOSE. THERE IS NO REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE CONDITION OF SUCH IMPROVEMENTS. Grantee acknowledges that Grantee is fully familiar with the condition of the improvements on the Property and that Grantee is purchasing the Property based upon Grantee's own familiarity with it and is not relying on any representation, express or implied, of Grantor with respect to the condition of the improvements on the Property.

#### Exceptions to Conveyance and Warranty:

1. Easement executed by Gerald and Ramona Harris to the City of Alpine dated October 24, 2003, recorded in Volume 160, page 825, Official Public Records of Brewster County, Texas.
2. Right of way easement executed by Bill M. Quick to West Texas Utilities Company dated February 6, 1979, recorded in Volume 212, page 227, Deed Records of Brewster County, Texas.
3. Thirty Foot (30') wide Road Easement described in Warranty Deed dated May 16, 1977, from Oliver J. Bierschwale and his wife, Jean L. Bierschwale to Veterans United Land Board of Texas, filed for record on May 18, 1977, and recorded in Volume 202, Page 122, Deed Records of Brewster County, Texas.
4. Thirty Foot (30') wide Road Easement described in Warranty Deed dated August 12, 1977, from Oliver J. Bierschwale and his wife, Jean L. Bierschwale to Veterans United Land Board of Texas, filed for record on August 12, 1977, and recorded in Volume 203, Page 136, Deed Records of Brewster County, Texas.

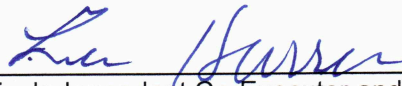
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.



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Clay Harris, Independent Co-Executor and beneficiary of the Estate of Gerald Harris, Deceased



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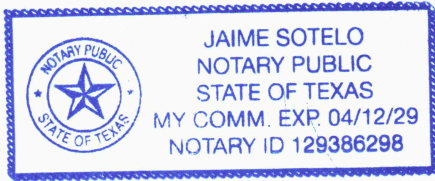
Lee Harris, Independent Co-Executor and beneficiary of the Estate of Gerald Harris, Deceased

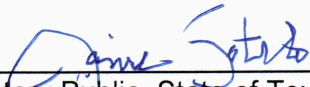
(Acknowledgment)

THE STATE OF TEXAS

COUNTY OF HOWARD

This instrument was acknowledged before me by Clay Harris and Lee Harris, as Independent Co-Executors and beneficiaries of the Estate of Gerald Harris, Deceased, this the 10<sup>th</sup> day of June, 2025.




  
\_\_\_\_\_  
Notary Public, State of Texas  
My Commission expires 4/12/2029  
\_\_\_\_\_  
Jaime Sotelo  
\_\_\_\_\_  
(Printed/Typed Name of Notary)

AFTER RECORDING RETURN TO:

Big Spring Abstract & Title Company  
200 West Third Street  
Big Spring, Texas 79720

Prepared in the Law Office of:

Reina Cisneros

<b>BREWSTER COUNTY</b> Sarah Vasquez Brewster County Clerk P.O. Drawer 119 Alpine, TX, 79831 Phone: 432-837-3366	<b>DOCUMENT #:</b> 121764 <b>Book:</b> 0468 <b>Page:</b> 0138 <b>RECORDED DATE:</b> 06/16/2025 10:30:30 AM 
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<b>OFFICIAL RECORDING COVER PAGE</b>		Page 1 of 6
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<b>Document Type:</b> DEED <b>Transaction Reference:</b> <b>Document Reference:</b>	<b>Transaction #:</b> 95625 - 1 Doc(s) <b>Document Page Count:</b> 5 <b>Operator Id:</b> renee
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<b>RETURN TO:</b> ()	<b>SUBMITTED BY:</b> BIG SPRING ABSTRACT , TX
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DOCUMENT # : 121764  
RECORDED DATE: 06/16/2025 10:30:30 AM

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*

**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.**

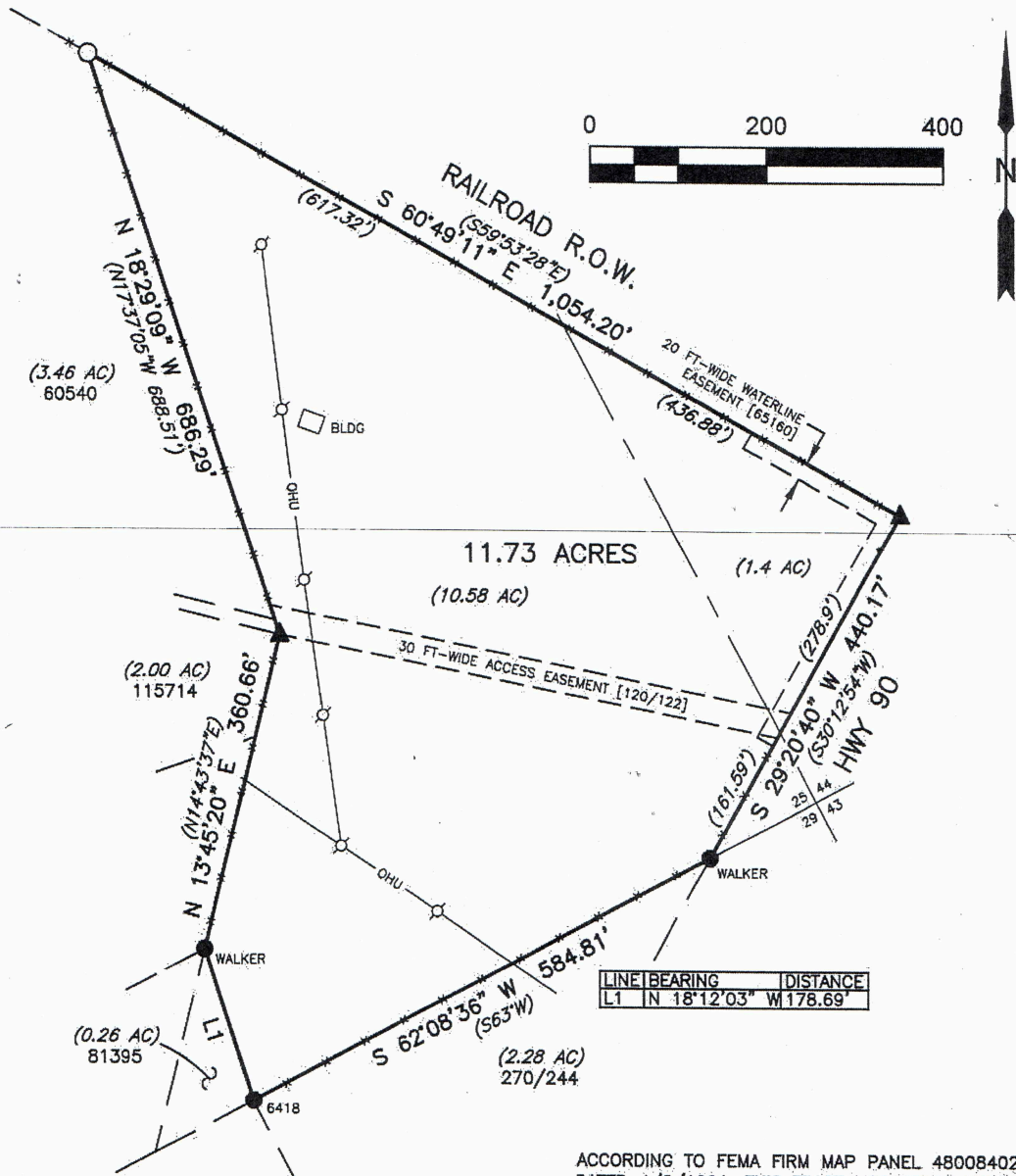
# SURVEY PLAT

25-0130

11.73 ACRES OUT OF SECTIONS 25 AND 44, BLOCK 9, G.H. & S.A. RY. CO. SURVEYS  
BREWSTER COUNTY, TEXAS

BEING ALL OF THAT CERTAIN 11.99 ACRE TRACT DESCRIBED IN VOLUME 144, PAGE 191, OFFICIAL PUBLIC RECORDS OF BREWSTER COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 0.26 ACRE TRACT DESCRIBED IN DOCUMENT NO. 81395, OFFICIAL PUBLIC RECORDS OF BREWSTER COUNTY, TEXAS

ALPINE, TEXAS



LINE	BEARING	DISTANCE
L1	N 18°12'03" W	178.69'

AN EXHAUSTIVE SEARCH OF THE PUBLIC RECORD HAS NOT BEEN CONDUCTED. EASEMENTS NOT SHOWN HEREON MAY AFFECT THIS TRACT.

**LEGEND**

- IRON ROD FOUND [CAPPED AS NOTED]
- ▲ FENCE CORNER POST FOUND
- CAPPED IRON ROD SET [5911]
- OHU — OVERHEAD UTILITY
- x - x - FENCE
- ( ) RECORD INFORMATION

BEARING BASIS: WGS 84



ACCORDING TO FEMA FIRM MAP PANEL 4800840200C, DATED 4/2/1991, THIS TRACT LIES WITHIN ZONE C [AREAS OF MINIMAL FLOODING].

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL ON THE GROUND SURVEY AND THAT THE LINES AND CORNERS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Kevin Mueller*

5-4-2025

KEVIN MUELLER  
105 N. COCKRELL  
(432) 538-2115  
KEVIN.MUELLER@SAWTOOTHSURVEY.COM

SAW TOOTH SURVEY  
P.O. BOX 1751  
ALPINE, TX 79831

BIG SPRING ABSTRACT & TITLE COMPANY DISCLOSURES

GUARANTY FILE NO.: 2517073

SELLER: Lee Harris, and Clay Harris, as Independent Co-Executors and Beneficiaries of the Estate of Gerald Harris, Deceased

BUYER: Team KAM Enterprises, Ltd., a Texas limited partnership

PROPERTY:

11.73 ACRES OUT OF SECTIONS 25 AND 44, BLOCK 9, G.H. & S.A. RY. CO. SURVEYS, BREWSTER COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 11.99 ACRE TRACT DESCRIBED IN VOLUME 144, PAGE 191, OFFICIAL PUBLIC RECORDS OF BREWSTER COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 0.26 ACRE TRACT DESCRIBED IN DOCUMENT NO. 81395, OFFICIAL PUBLIC RECORDS OF BREWSTER COUNTY, TEXAS, SAID 11.73 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE with the south line of said Section 25 and south line of said 11.99 acre tract, S 62°08'36" W, a distance of 584.81 feet to a capped iron rod found for the southeast corner of that certain 0.26 acre tract described in Document No. 81395, Official Public Records of Brewster County, Texas, for the southwest corner of the herein described tract;

THENCE over and across said 11.99 acre tract, N 18°12'03" W, a distance of 178.69 feet to a capped iron rod found for the north corner of said 0.26 acre tract;

THENCE with the north line of said 11.99 acre tract, N 13°45'20" E, a distance of 360.66 feet to a fence corner post found in the south line of a 30' -wide easement for an angle point in the west line of said 11.99 acre tract;

THENCE with the west line of said 11.99 acre tract, N 18°29'09" W, a distance of 686.29 feet to a capped iron rod set in the south line of said railroad right-of-way for the northwest corner of said 11.99 acre tract and northwest corner of the herein described tract;

THENCE with the south line of said railroad right-of-way, S 60°49'11" E, a distance of 1,054.20 feet to the POINT OF BEGINNING of the herein described tract, containing 11.73 ACRES of land.

By initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges its understanding of the disclosures being made by BIG SPRING ABSTRACT & TITLE COMPANY (hereinafter called "TITLE COMPANY"). Each

PROPERTY **13136** R  
**Legal Description**  
 BLK 9, SEC 25 GHSA

**OWNER ID** TEAM KAM ENTERPRISES LTD  
 40990  
**OWNERSHIP**  
 100.00%

**PROPERTY APPRAISAL INFORMATION 2026**

P.O. BOX 114  
 SOMERSET, TX 78069 US

**Entities**  
 2 100%  
 21 100%  
 4 100%  
 CAD 100%

Values	
IMPROVEMENTS	27,034
LAND MARKET	+ 67,730
MARKET VALUE	= 94,764
PRODUCTIVITY LOSS	- 0
APPRAISED VALUE	= 94,764
CAP LOSS	- 0
ASSESSED VALUE	= 94,764

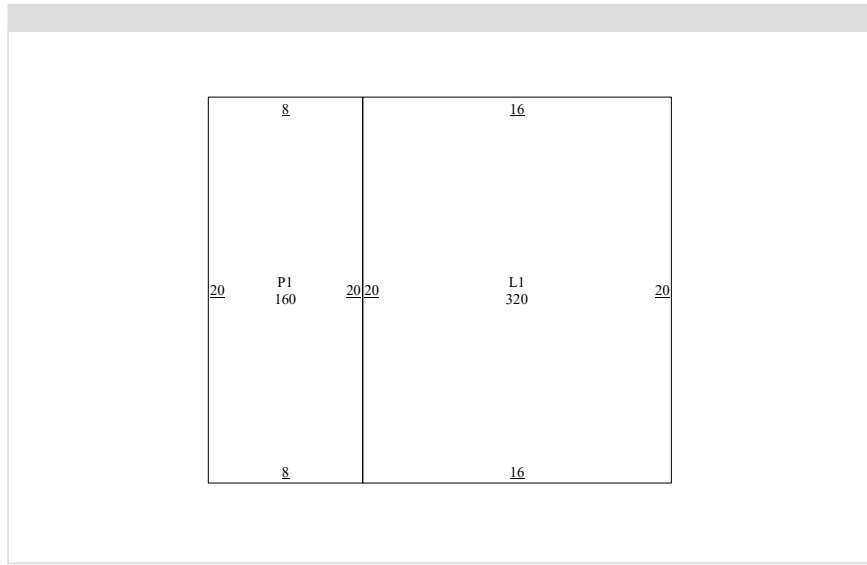
Ref ID2: 3141

**ACRES: 10.3300**  
**EFF. ACRES:**  
**APPR VAL METHOD:** Cost

013000090025180100

**SITUS**

GENERAL	
UTILITIES	LAST APPR.
TOPOGRAPHY	LAST APPR. YR 2017
ROAD ACCESS	LAST INSP. DATE 03/01/2017
ZONING	NEXT INSP. DATE 01/01/2020
BUILDER	
NEXT REASON	
REMARKS	REMOVED LI DUE TO FIRE 3/1/17 VFV, JS



EXEMPTIONS	



BUILDING PERMITS				
ISSUE DT	PERMIT TYPE	PERMIT AREA	ST	PERMIT VAL

SALE DT	PRICE	GRANTOR	DEED INFO
06/09/2025	*****	HARRIS GERALD ET WD / 0468 / 0138	
01/01/2008	*****	HARRIS GERALD ET GWD / 226 / 215	
04/17/2002	*****	QUICK MAY GWD / 144 / 191	

SUBD: 1119 115.00% NBHD:

**IMPROVEMENT INFORMATION**

#	TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND.	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
P1	LOW QUALITY	R	PL2/	160.0	8.81	1	0				1,410	100%	55%	100%	100%	100%	0.55	776
L1	TWO STORY LO	R	TSL3/	640.0	64.58	1	0				41,331	100%	55%	100%	100%	100%	0.55	22,732
1.	LOW QUALITY SLAB/STEPS	STCD: A1		800.0							42,741							23,508
RE-MEASURE TS CHANGE PHYS 45% TO 55% FOR 2011. SS/JS HOMESITE: Y (100%) REMOVED L1, 2P1, C1 FOR 2017 DUE TO FIRE - VFV, JS																		

**IMPROVEMENT FEATURES**

LAND INFORMATION																		
IRR Wells: 0	Capacity: 0	IRR Acres: 0	Oil Wells: 0															
L# DESCRIPTION	CLS	TABLE	SC	HS	METH	DIMENSIONS	UNIT PRICE	GROSS VALUE	ADJ	MASS ADJ	VAL SRC	MKT VAL	AG APPLY	AG CLASS	AG TABLE	AG UNIT	PRC	AG VALUE
1. NEAR CITY	NC		A1	N	A	10.3300 AC	6,556.66	67,730	1.00	1.00	A	67,730	NO				0.00	0
Comment: ptax A												67,730					0	

SUBD: 1119 100.00% NBHD:

LAND INFORMATION																		
IRR Wells: 0	Capacity: 0	IRR Acres: 0	Oil Wells: 0															
L# DESCRIPTION	CLS	TABLE	SC	HS	METH	DIMENSIONS	UNIT PRICE	GROSS VALUE	ADJ	MASS ADJ	VAL SRC	MKT VAL	AG APPLY	AG CLASS	AG TABLE	AG UNIT	PRC	AG VALUE
1. NEAR CITY	NC		A1	N	A	10.3300 AC	6,556.66	67,730	1.00	1.00	A	67,730	NO				0.00	0
Comment: ptax A												67,730					0	



**TEAM KAM ENTERPRISES, LTD.  
CONSENT OF BOARD OF DIRECTORS  
IN LIEU OF ANNUAL MEETING**

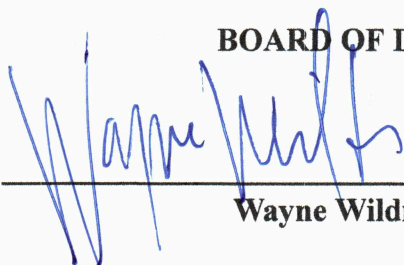
The undersigned, being the entire Board of Directors of Team KAM Enterprises, Ltd., a Texas corporation (the "Corporation"), consents to the following:

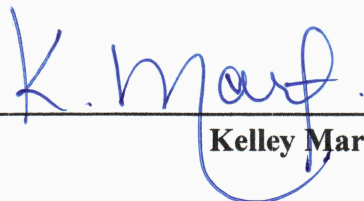
RESOLVED, that the Board of Directors, in accordance with its Bylaws, elects Wayne Wildman as President of the Corporation, Kelley Martinez as Vice President of the Corporation, and Dianna Wildman as the Secretary and Treasurer of the Corporation, to serve in and conduct the business of the Corporation in such roles as the officers of the Corporation.

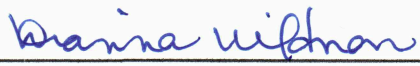
RESOLVED FURTHER, that Wayne Wildman, as the President of the Corporation, is authorized and directed to execute all documents, in the name and on behalf of the Corporation, in order to fully carry out the intent and accomplish the purposes of the resolutions adopted hereby (such determination to be evidenced conclusively by the taking of such actions, and the execution of any such documents), and that all such actions heretofore taken by him be, and hereby are ratified.

Dated as of January 1, 2025.

**BOARD OF DIRECTORS:**

By:   
Wayne Wildman, Director

By:   
Kelley Martinez, Director

By:   
Dianna Wildman, Director

**Team KAM Enterprises, Ltd.**

**Date: November 26, 2025**

**1. Partnership Certification** Team KAM Enterprises, Ltd. (the "Partnership") is a valid Texas Limited Partnership. The undersigned General Partner possesses the full authority to execute this delegation.

**2. Delegation of Authority** The Partnership hereby designates and appoints **Christian Ibarra** as its designated representative.

**3. Scope of Authority for Christian Ibarra** Christian Ibarra is fully authorized to act for and on behalf of Team KAM Enterprises, Ltd. concerning all matters related to the Extraterritorial Jurisdiction (ETJ) removal and release of Partnership properties.

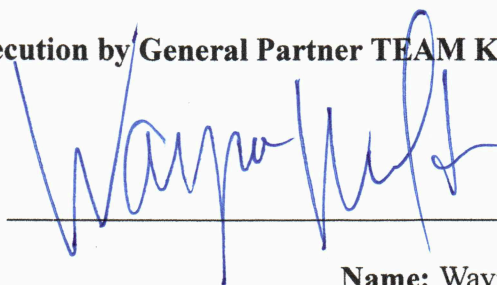
This authority explicitly includes the power to:

- **Execute and submit** all official paperwork, petitions, applications, and documents required by governmental authorities for ETJ withdrawal.
- **Represent the Partnership** in all administrative filings and communications related to the ETJ removal process.

**4. Ratification and Reliance** The Partnership ratifies and confirms all lawful actions taken by Christian Ibarra within this scope, and all third parties may rely upon this Certificate as conclusive evidence of this authority.

**Execution by General Partner TEAM KAM ENTERPRISES, LTD.**

By: \_\_\_\_\_



**Name:** Wayne Wildman **Title:** President

## ETJ Release by Petition Checklist

Tad Cleaves, TML Legal Counsel

In order to process a petition or application received pursuant to Texas Local Government Code, Chapter 42, Subchapter D, follow the below checklist to ensure all requirements and conditions are met:

### Step 1: Confirm Applicability

- Ensure that the area in question is located in the city's ETJ.
- If the area is in the ETJ, confirm the following exemptions do not apply:
  - Verify that the area is not subject to a strategic partnership agreement.
  - Confirm the area in question is not within 5 miles of a boundary of an active military base.
  - Confirm that the area is not located in an area designated as an industrial district.
  - Confirm the area was not voluntarily annexed into an ETJ located in Hays County, Texas.
  - Make sure the area is not within the portion of the ETJ of a municipality with a population of more than 1.4 million and meets specific criteria in regards to distance from a military base and county population.

### Step 2: Review Petition Requirements

- Petition must be reviewed by City Secretary or other responsible person.

#### Petition Eligibility:

- Verify the petition has been filed by either:
  - A resident of the area, or
  - The majority value landowner(s) of the area in question.
- Verify that the petition includes:
  - A legal description of the area boundaries by either (1) metes and bounds description or (2) Lot and Block, and
  - A map of the land to be released.

#### Signatory compliance:

- Verify that the petition includes signatures from either:
  - Over 50% of the registered voters of the area, or
  - The majority value land title holders as indicated by the tax rolls of the applicable central appraisal district.

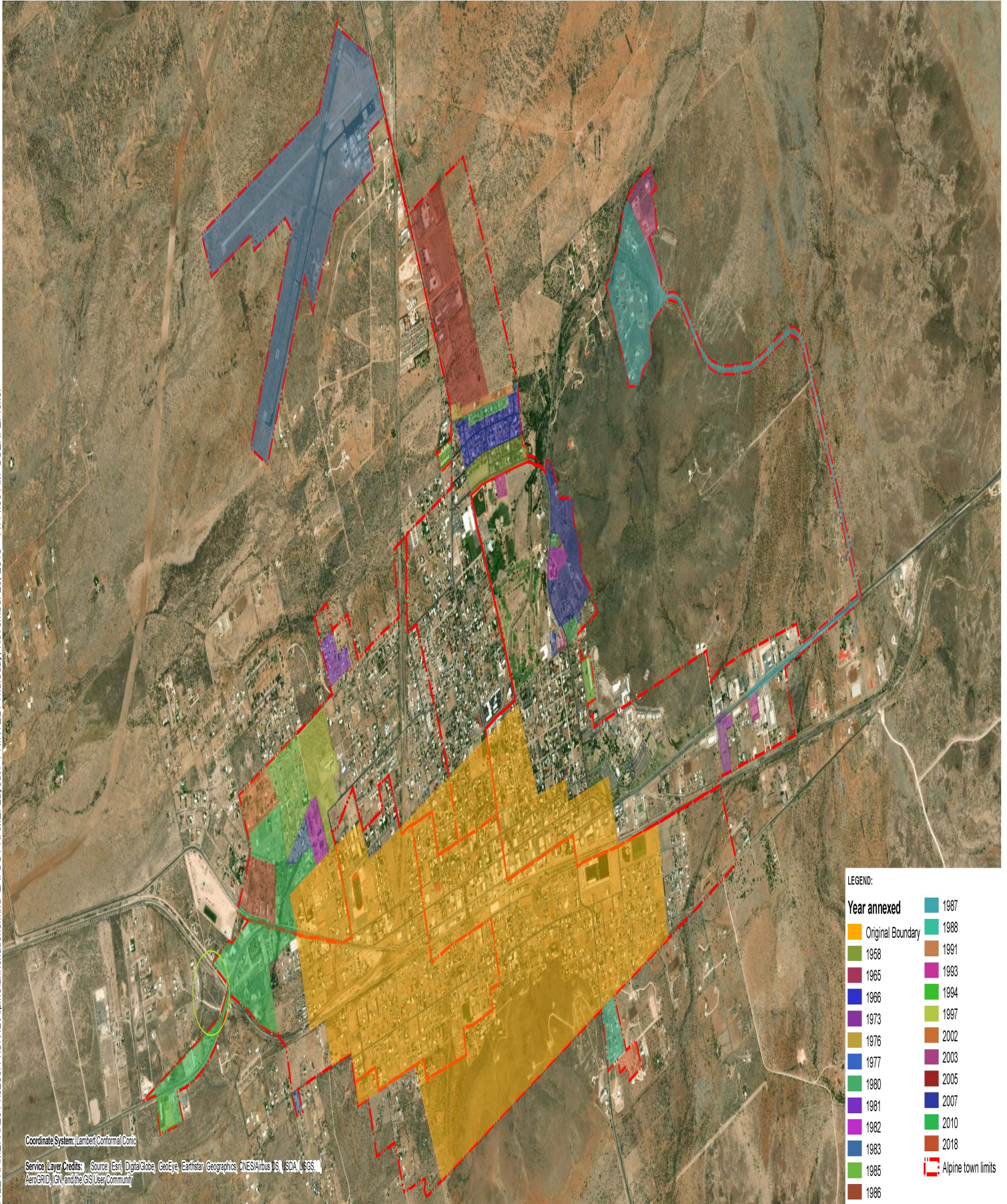
#### Signature Compliance:

- Signatures must:
- Be written in signer's handwriting.
  - Contain signer's:
    - Printed name
    - Date of Birth, or Voter Registration Number
    - Residence address
    - Date of signature
  - Ensure all signatures were obtained within 180 days from the date the first signature was collected.
  - Ensure compliance with other requirements from Election Code Chapter 277.

### Step 3: Results of Petition

#### Notification and Release:

- Notify the residents and landowners of the area described in the petition about the results of the petition.
- If the petition meets the signature requirement, initiate the release of the area from the ETJ by the next council meeting after the 30<sup>th</sup> day following receipt of the petition.
- Update city's ETJ map.



LEGEND:

Year annexed	Color
Original Boundary	Yellow
1958	Green
1965	Purple
1966	Blue
1973	Purple
1976	Yellow
1977	Blue
1980	Green
1981	Purple
1982	Purple
1983	Blue
1985	Green
1986	Brown
1987	Cyan
1988	Teal
1991	Brown
1993	Purple
1994	Green
1997	Yellow
2002	Brown
2003	Purple
2005	Brown
2007	Blue
2010	Green
2018	Brown
Alpine town limits	Red dashed line

Coordinate System: Lambert Conformal Conic

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar, Geographics, CNES/Airbus JS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



1 inch = 2,000 feet  
2,000

Feet



### CITY OF ALPINE ANNEXATION RECORDS



## CITY COUNCIL AGENDA ITEM REPORT

January 6, 2026

Agenda Item No. 12F

Department: Administration

Sponsor: Geoffrey R. Calderon, City Secretary

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

Staff Recommendation: Approve



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### AGENDA ITEM

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Approve Resolution 2026-01-04, a resolution updating authorized check signatories for all city accounts held with West Texas National Bank; Requiring two signatures on all city checks; Designating primary and alternate authorized signers; Providing for an effective date. (G. Calderon, Interim City Manager)

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### EXECUTIVE SUMMARY

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#### Overview

The City Council is requested to consider Resolution 2026-01-04, which updates the list of individuals authorized to sign checks for all municipal accounts held with West Texas National Bank (WTNB). This action is necessary to maintain accurate financial controls following personnel changes and to ensure compliance with previously adopted requirements for dual signatures on all City checks.

#### Background & Purpose

The City of Alpine maintains several accounts with WTNB for operational and financial purposes. The City is required to keep current signature authority on file with the bank to lawfully issue payments. The resignation of the former Chief of Police, who previously served as an authorized signer, necessitates updating the City's official list of signatories.

Resolution 2026-01-04:

- Reaffirms the requirement of two signatures on all City checks, consistent with existing internal controls and Resolution 2021-05-17.
- Designates new primary and alternate signatories to ensure continuity of operations.
- Removes former employees from all accounts to protect financial integrity.
- Directs the City Secretary to transmit certified copies of the resolution to WTNB and complete required bank documentation.

#### Designated Signatories (per Resolution 2026-01-04)

**Primary:** Geoffrey Calderon, City Secretary; Kirk Caughman, Chief of Police

**Alternate:** Randy Guzman, Director of Gas Utility; Jennifer Stewart, Animal Services Supervisor

Any combination of **two** of the above signatories is required for the issuance of City checks.

**Rationale**

Updating authorized signatories is a standard and necessary financial management practice to:

- Maintain strong internal controls,
- Ensure compliance with depository bank requirements,
- Prevent unauthorized access, and
- Support smooth fiscal operations during staffing transitions.

**Fiscal Impact**

There is no direct fiscal impact associated with adopting the resolution. The action contributes to the safeguarding of City funds and the maintenance of compliant banking practices.

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**SUPPORTING MATERIALS**

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1. 2026-01-04 WTNB Signatories

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 12/10/2025  
 Final Approval - 12/10/2025

STATE OF TEXAS

CITY OF ALPINE

COUNTY OF BREWSTER

**RESOLUTION 2026-01-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, UPDATING AUTHORIZED CHECK SIGNATORIES FOR ALL CITY ACCOUNTS HELD WITH WEST TEXAS NATIONAL BANK; REQUIRING TWO SIGNATURES ON ALL CITY CHECKS; DESIGNATING PRIMARY AND ALTERNATE AUTHORIZED SIGNERS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Alpine has previously adopted Resolution No. 2021-05-17 establishing the requirement of two signatures on all City checks and authorizing designated employees to sign such checks; and

**WHEREAS**, the City of Alpine maintains multiple depository and operational accounts with West Texas National Bank (“WTNB”), requiring current and accurate signature authority for the lawful expenditure of City funds; and

**WHEREAS**, a change in personnel has occurred, including the resignation of the Chief of Police, who previously served as an authorized signer, thereby necessitating an update to the list of individuals authorized to sign City checks and other financial instruments; and

**WHEREAS**, the City Council finds it in the best interest of the City to update its official list of primary and alternate check signatories to ensure the continuity of operations, proper internal controls, and adherence to municipal best practices.

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

**SECTION I. TWO SIGNATURE REQUIREMENT.**

The City of Alpine reaffirms that **two signatures** shall be required on all City checks issued from any City account held with West Texas National Bank.

**SECTION II. DESIGNATION OF AUTHORIZED SIGNATORIES.**

The following employees are hereby authorized to sign checks on behalf of the City of Alpine:

**Primary Signatories:**

- Geoffrey Calderon, City Secretary
- Kirk Caughman, Chief of Police

**Alternate Signatories (when primaries are unavailable):**

- Randy Guzman, Director of Gas Utility
- Jennifer Stewart, Animal Services Supervisor

Any two signatories listed above—whether primary or alternate—shall constitute valid authorization on City checks.

**SECTION III. REMOVAL OF FORMER SIGNATORIES.**

All individuals previously authorized to sign City checks who are no longer employed by the City or are no longer designated by this Resolution—including the former Chief of Police—are hereby removed from all signature authority with WTNB, effective immediately.

**SECTION IV. SUPERSEDING PRIOR ACTIONS.**

This Resolution supersedes any prior resolutions or actions of the City Council that conflict with the signatory designations stated herein, including Resolution No. 2021-05-17 where inconsistent.

**SECTION V. DIRECTION TO PROVIDE CERTIFIED COPY.**

The City Secretary is directed to provide a certified copy of this Resolution to West Texas National Bank and to complete all necessary bank forms to implement these changes.

**SECTION VI. EFFECTIVE DATE.**

This Resolution is effective immediately upon its passage.

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 6<sup>TH</sup> DAY OF JANUARY 2026 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**ATTEST:**

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Catherine Eaves, Mayor

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Geoffrey R. Calderon, City Secretary

# CITY COUNCIL AGENDA ITEM REPORT

January 6, 2026

Agenda Item No. 12G

Department: City Council

Sponsor: Catherine Eaves, Mayor

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

Staff Recommendation: Approve



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## AGENDA ITEM

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Approve Resolution 2026-01-05, a resolution recognizing Kokernot Park, including Kokernot Field and the Manuel Payne game field, as historic community resources; Making Findings of Fact; Directing that the park and fields be identified in the city's inventory and plans as historic; Providing an Effective Date. (G. Calderon, Interim City Manager)

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## EXECUTIVE SUMMARY

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### Overview

The City Council is asked to consider Resolution 2026-01-05, which formally recognizes Kokernot Park—along with its two principal athletic facilities, Kokernot Field and the Manuel Payne Game Field—as historic community resources. The resolution documents findings of cultural, recreational, and historic significance and directs that these designations be reflected across the City's inventories, maps, and planning documents.

### Background & Significance

Kokernot Park has been a central element of Alpine's recreational and cultural identity since its donation by the Kokernot family in 1966. The park includes:

- **Kokernot Field (1947):** Widely recognized as one of the most unique and beautiful small ballparks in the country, praised in national publications such as *Sports Illustrated* and *Texas Monthly*. It has hosted collegiate baseball, semi-professional teams, and exhibition games featuring legendary athletes.
- **Manuel Payne Game Field:** A long-standing community ball field honoring Manuel Payne, a celebrated local figure, and former City employee, whose contributions to Alpine athletics and youth programs remain significant.

Together, these facilities form a unified historic recreation landscape reflecting the City's social, athletic, and cultural heritage. The resolution notes that many cities adopt historic designations for parks and recreation sites to acknowledge community history and guide future preservation.

### Key Provisions of the Resolution

The resolution:

- Makes formal findings of historical, cultural, and social importance for Kokernot Park and its fields;
- Designates the park and facilities as Historic Community Resources for purposes of City policy and recognition;
- Directs staff to update City inventories, park plans, GIS mapping, and capital planning documents to reflect the historic status;
- Encourages integration of this recognition into grant applications and CIP planning, promoting improved preservation and thoughtful upgrades;
- Authorizes exploration of state and federal historic preservation opportunities, in coordination with the Texas Historical Commission and others;
- Clarifies that the designation is policy-based and does not impose zoning or regulatory restrictions unless adopted separately by ordinance.

**Purpose & Community Benefit**

This action ensures that future decisions related to capital improvements, maintenance, grant funding, and long-term planning appropriately consider the historic value of Kokernot Park and its fields. It further expresses the City’s commitment to honoring Alpine’s cultural and athletic heritage while supporting continued public use of these facilities.

**Fiscal Impact**

There is no direct fiscal impact associated with adopting the resolution. Any potential costs related to signage, interpretive materials, or future preservation initiatives would be subject to separate budget approval.

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**SUPPORTING MATERIALS**

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1. 2026-01-05 Historic Designation of Kokernot Park & Manuel Payne Field

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 12/10/2025  
 Final Approval - 12/10/2025

**RESOLUTION 2026-01-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS, RECOGNIZING KOKERNOT PARK, INCLUDING KOKERNOT FIELD AND THE MANUEL PAYNE GAME FIELD, AS HISTORIC COMMUNITY RESOURCES; MAKING FINDINGS OF FACT; DIRECTING THAT THE PARK AND FIELDS BE IDENTIFIED IN THE CITY'S INVENTORY AND PLANS AS HISTORIC; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Kokernot Park was donated to the City of Alpine by the Kokernot family in or about 1966 for use as a public park, and has served generations of Alpine residents and visitors as a center for recreation, community gatherings, and youth sports; and

**WHEREAS**, Kokernot Park contains multiple game fields and facilities, including Kokernot Field, a baseball stadium constructed in 1947 by Herbert Lee Kokernot, Jr., which has been widely recognized as one of the most unique and beautiful small ballparks in the United States and has been referred to as the “Best Little Ballpark in Texas (or Anywhere Else)” by *Sports Illustrated* and the “Yankee Stadium of Texas” by *Texas Monthly*; and

**WHEREAS**, Kokernot Field and the surrounding park have hosted semi-professional and professional teams, collegiate baseball, youth and adult leagues, and notable exhibition games featuring players such as Satchel Paige, Norm Cash, and Gaylord Perry, making the facility an important part of Alpine’s local, regional, and statewide baseball history; and

**WHEREAS**, Kokernot Park is also home to the Manuel Payne Game Field, a City ballfield located at 1508 Fighting Buck Avenue in Alpine, Texas, which has long served as a primary venue for youth and adult softball and baseball, and which honors Manuel Payne, a lifelong Alpine resident whose legacy is closely tied to local athletics and community service; and

**WHEREAS**, Kokernot Park and its ballfields—including Kokernot Field and the Manuel Payne Game Field—form a cohesive historic recreation landscape that reflects key elements of Alpine’s cultural, social, and athletic heritage, and continue to be heavily used by local leagues, Sul Ross State University, and visiting teams; and

**WHEREAS**, other municipalities in the United States and in Texas have adopted local resolutions and ordinances designating parks, buildings, and sites as local historic landmarks or placing them on a municipal register of historic places, often based on criteria such as age, association with significant events or persons, and contribution to the community’s cultural heritage; and

**WHEREAS**, the City Council of the City of Alpine desires to formally recognize the historic importance of Kokernot Park, Kokernot Field, and the Manuel Payne Game Field to the community and to ensure that future planning and capital improvements take into account the preservation of their historic character.

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

### **SECTION I. FINDINGS**

The City Council hereby finds and determines that the recitals set forth above are true and correct and hereby adopts them as legislative findings and as part of this Resolution. The Council further finds that Kokernot Park, including Kokernot Field and the Manuel Payne Game Field, collectively:

- a) Are associated with events and activities that have made a significant contribution to the broad patterns of Alpine's local history, particularly in the areas of recreation, athletics, and community life;
- b) Are associated with persons significant in local history, including the Kokernot family and Manuel Payne; and
- c) Possess cultural and social significance as long-standing gathering places that contribute to Alpine's identity and sense of place

### **SECTION II. HISTORIC DESIGNATION & LOCAL RECOGNITION.**

- a) Kokernot Park, including Kokernot Field and the Manuel Payne Game Field, is hereby recognized and designated by the City of Alpine as a Historic Community Park and Recreation Complex.
- b) For purposes of City planning documents, maps, and inventories, Kokernot Park shall be identified as a historic park, and Kokernot Field and the Manuel Payne Game Field shall be identified as historic athletic facilities within that park.
- c) The City Council intends this designation to recognize and honor the historic and cultural significance of these facilities, and to promote their continued preservation, appropriate maintenance, and thoughtful improvement.

### **SECTION III. DIRECTION TO STAFF – MAPS, PLANS, SIGNAGE**

The City Council hereby directs the City Manager or designee to:

- a) Update the City's park inventory, parks and recreation master plan, and related GIS or mapping resources to reflect the historic status of Kokernot Park, Kokernot Field, and the Manuel Payne Game Field;
- b) Incorporate this historic recognition into future capital improvement planning and grant applications for the park and fields, with an emphasis on preserving key historic features while ensuring safety, accessibility, and functionality; and
- c) Develop and implement, subject to available funding and budget approval, interpretive and wayfinding signage or plaques at Kokernot Park that:
  - a. Describe the history of Kokernot Park and Kokernot Field;

- b. Explain the significance of Manuel Payne and the Manuel Payne Game Field; and
- c. Acknowledge the Kokernot family’s original donation and the park’s ongoing importance to Alpine.

**SECTION IV. COORDINATION WITH HISTORIC PRESERVATION PROGRAMS.**

- a) The City Council encourages staff, as resources allow, to consult with the Texas Historical Commission and appropriate regional or national preservation organizations regarding potential eligibility of Kokernot Park and its facilities for state or federal historic recognition, markers, or grant programs.
- b) Any future proposal to designate Kokernot Park, Kokernot Field, or the Manuel Payne Game Field as a **local historic landmark or district under the City’s zoning and historic preservation ordinances** (if adopted) shall follow the procedures and criteria established by state law and local ordinance, including any requirements regarding property-owner consent or supermajority votes under Texas Local Government Code Chapter 211, as it may be amended.

**SECTION V. RELATION TO EXISTING REGULATIONS.**

This Resolution is intended as a policy statement and recognition of historic significance. It does not itself create or modify zoning regulations, building or development standards, or certificate-of-appropriateness requirements. Any such regulatory protections shall be considered separately by ordinance, in compliance with applicable state law and the City Code.

**SECTION VI. EFFECTIVE DATE.**

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

**PASSED, APPROVED, AND ADOPTED BY A MAJORITY VOTE OF THE CITY COUNCIL ON THIS THE 6<sup>TH</sup> DAY OF JANUARY 2026 BY THE CITY COUNCIL OF THE CITY OF ALPINE, TEXAS.**

**ATTEST:**

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Catherine Eaves, Mayor

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Geoffrey R. Calderon, City Secretary

**CITY COUNCIL AGENDA ITEM REPORT**

**January 6, 2026**

Agenda Item No. 12H

Department: Office of the City Secretary

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: Approve



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**AGENDA ITEM**

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Approve the Employment Agreement with Henry Arredondo for the position of City Manager.  
(G. Calderon, Interim City Manager)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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1. CityofAlpineTx\_EmploymentAgreement

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

Approved - 12/18/2025  
Final Approval - 12/19/2025

# EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** (“Employment Agreement”) is made and entered into by and between the City of Alpine, Texas, a municipal corporation (the “City”), and Henry Arredondo, a natural person (the “Manager”). The City and Manager may be referred to individually as “Party” or collectively as “Parties.”

## WITNESSETH:

**WHEREAS**, the City of Alpine (“City”) is a home-rule municipality that has adopted the *Manager-Council* form of government under Alpine’s Home Rule Charter Section 1.02 and in accordance with Texas Local Government Code Chapter 9; and

**WHEREAS**, the City Council of the City (the “Council”) and the Manager believe that an employment agreement negotiated between the Council, on behalf of the City, and the Manager is mutually beneficial to the City, the Manager, and the community they serve; and

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

**WHEREAS**, the Council, on behalf of the City, desires to retain the services of the Manager, as the city manager of the City (“City Manager”), pursuant to the terms, conditions, provided for herein; and

**WHEREAS**, the Council is obligated to appoint a City Manager solely on the basis of the City Manager’s executive and administrative training, experience, and ability, who shall be the chief administrative and executive officer of the City and shall be responsible to the Council for the administration of the affairs of the City; and

**WHEREAS**, the Council and Manager find this Employment Agreement to be reasonable and necessary to maintain its ongoing relationship with the Manager.

**NOW, THEREFORE**, the City and the Manager, for and in consideration of the terms, conditions, and provisions hereinafter established, have agreed, and do hereby agree as follows:

## I. DURATION

- 1.1 INITIAL TERM.** The term of this Employment Agreement shall be for an indefinite term, beginning on January 20<sup>th</sup>, 2026 (the “Commencement Date”); however, this Employment Agreement shall be subject to earlier termination as set forth in Section VI.

**1.2 AUTOMATIC RENEWAL.** Although this Employment Agreement is for an indefinite term, if it is construed by a court of competent jurisdiction as a three-year agreement it shall automatically extend to subsequent years, unless one party notifies the other in writing at least ninety (90) days prior to the anniversary of the effective date of this Employment Agreement that it does not intend to extend this Employment Agreement. The anniversary date shall coincide with the City's fiscal year, which commences October 1st, for purposes of salary adjustments. Either party may decide to not extend this Employment Agreement for an additional year for any reason, with or without cause. A notice by the Council to the Manager of an intention not to renew this Employment Agreement shall be construed as a Termination Event under Section 6.1(c) [Unilateral Separation].

## II. EMPLOYMENT

- 2.1 APPOINTMENT.** Through this Employment Agreement, the Council retains the Manager as a continuing employee of the City, and affirms the appointment of the Manager to serve in the capacity of City Manager.
- 2.2 CHIEF ADMINISTRATIVE OFFICER.** The Manager is the chief administrative officer and executive officer of the City and shall be responsible to the Council for the administration of the affairs of the City.
- 2.3 DUTIES.** The Manager shall faithfully perform the duties of the City Manager as prescribed in the job description, as set forth in the City Charter (including but not limited to Article IV), and the City's Code of Ordinances and, as may be lawfully assigned by the Council (collectively the "City Manager's Duties"). Further, the Manager shall comply with: state and federal law; the City's Charter; all City policies, rules, regulations, and ordinances as they exist or may hereinafter be amended; and, all lawful Council directives (collectively "Applicable Laws and Authorities"). All duties assigned to the Manager by the Council shall be appropriate to and consistent with the professional role and responsibility of the City Manager position.
- 2.4 COUNCIL MEETINGS.** Except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the Manager (or the Manager's designated Assistant City Manager or Department Director) shall attend, and shall be permitted to attend, all meetings of the Council, both public and closed, except those closed meetings devoted to the consideration of any action or lack of action on this Employment Agreement, or any amendment thereto, the Manager's evaluation or performance, or for purposes of resolving conflicts between individual Council members.
- 2.5 INDEMNIFICATION.** To the extent permitted by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the City does hereby agree to defend, hold harmless, and indemnify the Manager from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Manager in the Manager's individual or official capacity as an employee and as City Manager,

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

- 2.6 APPROPRIATION.** To the extent allowed by law, the Council has appropriated, set aside, and encumbered available and otherwise unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Employment Agreement. The City's obligations created in this Employment Agreement shall be payable out of current revenues and/or fund balance.
- 2.7 HOURS OF WORK.** The Manager acknowledges the proper performance of the City Manager's Duties require the Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Manager agrees to devote such additional time as is necessary for the full and proper performance of the City Manager's Duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be provided to the Manager, such as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City Manager.
- 2.8 EXCLUSIVE EMPLOYMENT.** The Manager will devote full time and effort to the performance of the City Manager's Duties, and shall remain in the exclusive employ of the City during the term of this Employment Agreement; provided that, with the prior written consent of the Council, the Manager may accept outside professional employment that does not interfere with the Manager's performance of, or the Manager's availability for the performance of, the City Manager's Duties hereunder. The term "outside professional employment" means professional services provided to third parties for which the Manager is compensated and that are performed on the Manager's time off.

### III. COMPENSATION

- 3.1 SALARY.** The City shall provide the Manager with an annual salary in the sum of one hundred forty thousand dollars and no cents (\$140,000.00). This annual salary rate shall be paid to the Manager in equal installments on the same schedule as other City employees and shall be paid net of any applicable withholding or deductions required by the Applicable Laws and Authorities.
- 3.2 SALARY ADJUSTMENTS.** At any time during the term of this Employment Agreement, the Council may, in its discretion, review and adjust the salary of the Manager, but in no event shall the Manager be paid less than the salary set forth in Section 3.1 of this Employment Agreement, except by mutual agreement of the parties. Such adjustments, if any, shall be justified by performance reviews and shall be made in the form of Council resolutions. Manager shall be exempt from any across the board employee pay raise, unless specified by the Council.
- 3.3 PAID LEAVE.**
- a. Vacation.** The Manager may take, at the Manager's choice, the same number of hours of vacation authorized for administrative employees of the City, which can be taken in a single period or at different times. To help ensure that the Manager's vacation leave will be taken at such time or times as will least interfere with the performance of the City Manager's Duties, the Manager will request leave in writing in advance from the Mayor, and such approval shall not be unreasonably withheld.
  - b. Holidays.** The Manager may observe the same legal holidays as provided by the City for its administrative employees.
  - c. Sick.** The Manager shall be entitled to accrue and use sick leave as would any other administrative employee under the *Alpine Employee Handbook and Personnel Policy* (as may be revised).

d. **Accrual.** The Manager shall be entitled to accrue and use sick leave as would any other administrative employee under the *Alpine Employee Handbook and Personnel Policy* (as may be revised).

1. **Generally.** The Manager shall be entitled to accrue and carry over vacation leave, and sick leave as would any other administrative employee under the *Alpine Employee Handbook and Personnel Policy* (as may be revised), except as provided for herein. For purposes of accrual and payout upon separation the maximum amount of accrued vacation leave for the Manager shall be the accumulated amount of hours at the time of separation, subject to the annual cap of 120 hours as provided in the *Alpine Employee Handbook and Personnel Policy*. Sick leave shall accrue and carry over in accordance with the *Alpine Employee Handbook and Personnel Policy*.

2. **Upon Commencement.** Upon the Commencement Date, the Manager shall be deemed to have accrued the vacation leave and sick leave documented in the City's employee payroll system as of the date of execution, which are acknowledged as having been accrued prior to the Effective Date of this Employment Agreement.

3.4 **BENEFITS - GENERAL.** Unless expressly provided otherwise in this Employment Agreement, in addition to those benefits specifically set forth herein, the Manager shall be entitled to the same benefits that are enjoyed by any other administrative employees of the City pursuant to all Applicable Laws and Authorities, including but not limited to the *Alpine Employee Handbook and Personnel Policy* (as may be revised).

3.5 **INSURANCE.** The City agrees to pay the premiums for health, hospitalization, vision, dental, comprehensive medical, and disability insurance for the Manager and up to one (1) of Manager's dependents pursuant to the group health care plan provided by the City for its administrative employees.

3.6 **RETIREMENT BENEFITS.** The City agrees to maintain the Manager's enrollment in the Texas Municipal Retirement System (TMRS), the applicable state retirement system, and to make the same level of contributions for the Manager or on the Manager's behalf as the City does for its other administrative employees consistent with all Applicable Laws and Authorities.

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

- 3.8 VEHICLE ALLOWANCE.** Manager shall be provided a city vehicle and fuel card for vehicle travel and fuel expenses within a 50-mile radius from Alpine City Hall. Manager will also be entitled to reimbursed vehicle-related travel expenses on a mileage basis if the Manager is required to drive their vehicle on City business, outside a fifty-mile radius from Alpine City Hall. The mileage expense shall be calculated using the then current rate for a deduction for income tax purposes by the Internal Revenue Service.
- 3.9 BONDS.** The City shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.
- 3.10 CIVIC ACTIVITIES.** The Manager is encouraged to participate in community and civic organizations and activities. The reasonable cost of such activities shall be borne by the City.

#### IV. PROFESSIONAL GROWTH

- 4.1 PROFESSIONAL DUES & SUBSCRIPTIONS.** The City agrees to budget for and to pay for professional dues and subscriptions of the Manager necessary for the continuation and full participation in national, state, regional, and local associations and organizations as necessary and/or desirable for the good of the City through the Manager's continued professional development, growth, and advancement.
- 4.2 PROFESSIONAL DEVELOPMENT TRAVEL.** The City agrees to budget for and to pay for travel and subsistence expenses of the Manager for professional and official travel and meetings to adequately continue the professional development of the Manager and to pursue necessary official functions for the City, which may include but are not limited to the International City/County Management Association (ICMA) Annual Conference, the Texas Municipal League (TML), the Texas City Management Association (TCMA), and such other national, regional, state and local governmental groups and committees in which the Manager is a member. Time spent out-of-town by the Manager for Professional Development purposes must be approved in advance by the Mayor, and such approval shall not be unreasonably withheld.
- 4.3 PROFESSIONAL CONTINUING EDUCATION.** The City also agrees to budget for and to pay for travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary and/or desirable for the good of the City through the Manager's professional development.
- 4.4 TECHNOLOGY.** The Manager shall be provided (at City expense, for City purposes) the use of an appropriate desktop computer, laptop computer, cell phone (smartphone), or other necessary technology. Employee shall comply with the City's technology policy regarding personal use of city equipment.

#### V. PERFORMANCE EVALUATION

City of Alpine  
Approved \_\_\_\_\_, 2026

Employment Agreement  
Effective 01/20, 2026

Henry Arredondo  
Page 6

- 5.1. EVALUATION PROCESS.** The Council shall review the Manager’s job performance at least once annually, with evaluations occurring in October. The annual performance reviews and evaluations shall be in writing and in accordance with the criteria and format developed by the Council. Performance reviews shall address expectations and objectives established by the Council in consultation with the Manager. The Council shall provide the Manager a reasonable and adequate opportunity to discuss the criteria and format with the Council and/or respond to the Manager’s evaluation.
- 5.2. MODIFICATION OF PROCESS.** If the Council determines that the evaluation instrument, format and/or procedure are to be modified by the Council, and such modifications would require new or different performance expectations, then the Manager shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.
- 5.3. REASSIGNMENT.** The Manager cannot be reassigned from the position of City Manager to another position without the Manager’s prior express written consent.
- 5.4. CRITICISMS, COMPLAINTS & SUGGESTIONS.** The Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Council’s attention to the Manager for study and/or appropriate action, and the Manager shall refer the matter(s) to the appropriate City employee or shall investigate such matter(s) and promptly inform the Council of the results of such efforts.

## VI. TERMINATION

- 6.1 TERMINATION EVENTS.** This Employment Agreement shall terminate upon any of the following:
- a. Mutual agreement of the Council and Manager in writing and signed by both parties;
  - b. Termination of Manager’s Employment for Good Cause (as defined in Section 6.2, below);
  - c. Unilateral Separation (as defined and set forth in Section 6.4 below);
  - d. Retirement or death of the Manager;
  - e. Manager’s written voluntary resignation; or
  - f. Expiration of the term of this Employment Agreement (upon one or both parties stating in writing their intention that it not be renewed, in accordance with Section 1.2).
- 6.2 DEFINITIONS.**
- a. **Good Cause.** For purposes of this Employment Agreement, the term “good cause” is

defined as follows:

1. **Class 1 Causes:** The terms and conditions of this section shall justify good cause if the Council has provided the Manager with written notification and a reasonable opportunity to remediate.

- (a) Failure to fulfill the City Manager's Duties as required in this Employment Agreement, City Charter, or City Code of Ordinances;
- (b) Incompetence or inefficiency in the performance of the City Manager's Duties as documented by evaluations, supplemental memoranda, or other written communication from the Council;
- (c) Insubordination or failure to comply with lawful written Council directives;
- (d) Failure to comply with Applicable Laws and Authorities;
- (e) Neglect of duties;
- (f) Disability, not otherwise protected by law, that impairs performance of the required duties of the Manager;
- (g) Engaging in a romantic or sexual relationship with a subordinate;
- (h) Violation of the ICMA / TCMA Code of Ethics; and/or
- (i) Any other reason constituting "good cause" under established Texas law.

2. **Class 2 Causes:** These terms and conditions shall justify good cause without the Council providing the Manager with written notification and an opportunity to remediate.

- (a) Conviction of a felony or crime involving moral turpitude;
- (b) Indictment or conviction for having assaulted an employee or citizen of the City;
- (c) Knowingly falsifying records or documents related to the City's activities; and/or
- (d) Knowingly misrepresenting material facts to the Council or other City officials in the conduct of the City's business.

b. **Current Obligations.** Current Obligations means all accrued salary and benefits (compensatory time, vacation leave) under this Employment Agreement payable or otherwise owing by City to Manager through and including the Termination Effective Date or Separation Effective Date.

c. **Severance Amount.** Severance Amount means the total amount of:

- 1. an amount equal to the value of the Manager's then-current salary, computed on an hourly basis determined by dividing the Manager's then-current annual salary by 2080 hours, multiplied by the business hours in the Severance Period; and
- 2. for a severance period of twenty (20) weeks.

d. **Severance Benefits.** Severance Benefits means continued health insurance benefits at

the City's expense, pursuant to the Employment Agreement, for the Severance Period unless, if sooner, the Manager obtains other full-time employment and coverage through a group health insurance plan from the Manager's new employer

### 6.3 TERMINATION FOR GOOD CAUSE.

- a. **Alternative Discipline.** When contemplating Termination for Good Cause, the Council may first consider counseling, verbal reprimands, mandatory corrective training, and administrative leave with pay. These forms of progressive discipline are available as options for the Council, but are not mandatory.
- b. **For Good Cause.** As one of the termination events specified above in Section 6.1, the Council may end the employment relationship and terminate this Employment Agreement, at the pleasure of the Council, for good cause, upon written notice to the Manager as specified below.
- c. **Notice.** If the Council determines that it desires Termination for Cause, it shall promptly provide written notice to the Manager of the effective date of such termination, which specifies:
  - 1. a majority of the Council (3 of 5) has voted to pursue a Termination for Cause,
  - 2. the effective date of the Termination for Cause ("Termination Effective Date"); and
  - 3. the City's commitment to pay the value of all Current Obligations.
- d. **Instructions.** On or before the Termination Effective Date, the Manager may by written notice to the City direct that payment for accrued but used vacation be paid and payable in a manner directed by the Manager, provided that the total must be paid and payable within sixty (60) days of the Termination Effective Date and there shall be no limitations on the City making all deductions and withholdings required by law.

### 6.4 UNILATERAL SEPARATION.

- a. **Without Cause.** As one of the termination events specified above in Section 6.1, the Council may end the employment relationship and terminate this Employment Agreement, at the pleasure of the Council, without good cause, upon written notice to the Manager as specified below, and payment to the Manager of the Current Obligations (the "Unilateral Separation").
- b. **Notice.** If the Council determines that it desires a Unilateral Separation it shall provide written notice to the Manager at least thirty (30) days in advance of the effective date of such termination, which specifies:
  - 1. a majority (3 of 5) of the Council has voted to pursue a Unilateral Separation,

2. the effective date of the Unilateral Separation (“Separation Effective Date”),
3. the City’s commitment to pay the Current Obligations; and
4. the City’s commitment to pay the Severance Amount and provide the Severance Benefits.

**c. Instructions.** On or before the Separation Effective Date, the Manager may by written notice to the City direct that the Current Obligations be paid and payable in a manner directed by the Manager, provided that the total Current Obligations must be paid and payable within sixty (60) days of the Separation Effective Date and there shall be no limitations on the City making all deductions and withholdings required by law.

**d. Waiver & Release.** Conditioned upon the City fulfilling its obligations to pay the Current Obligations, upon a Unilateral Separation, the Manager waives and releases the Manager’s rights to continued employment with the City. Payment of the Current Obligations by the City to the Manager shall be the Manager’s sole remedy for termination unless otherwise provided elsewhere. Manager agrees to accept the Current Obligations in full settlement of all claims, causes of action, damages, and rights that the Manager has or may have against the City, whether sounding in contract, tort, or statutory violation, subject to any other agreement. At the point the City fulfills its obligations set out above in this section, this language shall then constitute a mutual release and waiver. In the event of a Unilateral Separation, the parties agree not to make disparaging comments or statements about each other.

**6.5 RESIGNATION.** Manager may end the employment relationship and terminate this Employment Agreement, at the pleasure of the Manager, whether with or without good cause, upon thirty (30) days’ written notice to the Council. The Council may waive the notice required by this section. This form of separation does not entitle the Manager to any form of Severance Pay or Severance Benefits. Upon the Manager’s resignation, the City will pay the value of all Current Obligations any accrued but unused vacation leave and compensatory time, computed on an hourly basis determined by dividing the Manager’s then-current annual salary by 2080 hours, within sixty (60) days of the Resignation Effective Date. There shall be no limitations on the City making all deductions and withholdings required by law. This provision does not address a resignation made as part of a mutually agreed written separation agreement, which may involve compensatory elements.

**6.6 OTHER SEPARATION.** If this Employment Agreement terminates due to Retirement or Death of the Manager, or expiration of the term of this Employment Agreement due to the Manager having provided notice to the Council of an intent not to renew this Employment Agreement pursuant to Section 1.2, the City will pay the value of all Current Obligations within sixty (60) days of the Retirement Effective Date or having received written notification of the Manager having passed away. There shall be no limitations on the City making all deductions and withholdings required by law. This form of separation does not entitle the Manager to Severance Pay or Severance Benefits.

## VII. GENERAL PROVISIONS

- 7.1 COMPLETE AGREEMENT.** This Employment Agreement sets forth and establishes the entire understanding between the City and the Manager relating to the employment of the Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Employment Agreement. The parties by mutual written signed agreement may amend any provision of this Employment Agreement during the term of this Employment Agreement; such amendments shall be incorporated and made a part of this Employment Agreement.
- 7.2 BINDING EFFECT.** This Employment Agreement shall be binding on the City and the Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.
- 7.3 SAVINGS CLAUSE.** If any term or provision of this Employment Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or mediator making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.
- 7.4 CONFLICTS.** In the event of any conflict between the terms, conditions and provisions of this Employment Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by law, the terms of this Employment Agreement shall take precedence over the contrary provisions of the Applicable Laws and Authorities during the term of this Employment Agreement.
- 7.5 CONTROLLING LAW.** This Employment Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, and shall be performable in Brewster County, Texas, unless otherwise provided by law.
- 7.6 NOTICE.** Notice given pursuant to this Employment Agreement shall be given by depositing in the custody of the U.S. Postal Service, postage prepaid, addressed as follows:
- a. **City of Alpine**, 100 N. 13th St., Alpine, TX 79830.
  - b. **Henry Arredondo**, at the address most recently designated by the Manager on file in the Human Resources Department.

Notice shall be deemed to have been given as of the date of postmark in the course of

City of Alpine  
Approved \_\_\_\_\_, 2026

Employment Agreement  
Effective 01/20, 2026

Henry Arredondo  
Page 11

transmission in the U.S. Postal Service.

- 7.7 **ASSIGNMENT.** Neither party may assign its rights, duties, or obligations under this Employment Agreement to any person or entity, in whole or in part, and any attempt to do so shall be void and deemed a material breach of this Employment Agreement.
- 7.8 **HEADINGS & CAPTIONS.** Headings and captions used in this Employment Agreement are provided for convenience only and shall not be used to construe or interpret meaning or intent.
- 7.9 **WAIVER OF RIGHTS OR REMEDIES.** No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course in dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.
- 7.10 **NONWAIVER OF IMMUNITY.** Nothing contained in this Employment Agreement shall be construed as a waiver of governmental, official, sovereign, qualified or other immunities or defense held by the City or the Manager. Nothing herein shall be construed as creating a right or interest in any third party.
- 7.11 **EFFECTIVE DATE.** This Employment Agreement shall become effective on the date it is finally signed by the Parties, with the official start date of Manager' employment being as stated in Section 1.1.

*The duly authorized parties having mutually agreed to the terms stated herein, this Employment Agreement was executed as evidenced by the affixing of signatures below.*

CITY OF ALPINE, TEXAS

ATTEST:

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

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

Date: \_\_\_\_\_

MANAGER

  
\_\_\_\_\_  
Henry Arredondo

Date: 12-07-2025

City of Alpine  
Approved \_\_\_\_\_, 2026

Employment Agreement  
Effective 01/20, 2026

Henry Arredondo  
Page 12

**CITY COUNCIL AGENDA ITEM REPORT**

**January 6, 2026**

Agenda Item No. 15A

Department: City Attorney

Sponsor: Geoffrey R. Calderon, City Secretary

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Consultation with Attorney § 551.071, Texas Government Code:

- i. Discussion regarding the Municipal Pool, requirements under Texas Code, plans for the upcoming season, and status of personnel requisition. (G. Calderon, Interim City Manager)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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

**CITY COUNCIL AGENDA ITEM REPORT**

**January 6, 2026**

Agenda Item No. 15B

Department: City Council

Sponsor: Rick Stephens, Councilor

Memo Prepared By: Alexandra Tackett, Deputy City Secretary

Staff Recommendation: None



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**AGENDA ITEM**

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Personnel Matters § 551.074, Texas Government Code

- i. Conduct the annual Performance Evaluation of the Interim City Manager/City Secretary. (R. Stephens, City Council)
- ii. Discuss the benefits provided to the incoming City Manager including possible inclusion of assistance with relocation expenses. (G. Calderon, Interim City Manager)

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**EXECUTIVE SUMMARY**

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None

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**SUPPORTING MATERIALS**

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None

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**BUDGET CONSIDERATIONS**

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

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**APPROVERS**

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